

COMMONWEALTH OF KENTUCKY  
BEFORE THE KENTUCKY STATE BOARD ON  
ELECTRIC GENERATION AND TRANSMISSION SITING

In the Matter of:

ELECTRONIC APPLICATION OF STMO BN, LLC	)	
(STARFIRE) FOR A CERTIFICATE OF	)	
CONSTRUCTION FOR AN APPROXIMATELY	)	
210 MEGAWATT MERCHANT SOLAR ELECTRIC	)	Case No. 2024-00255
GENERATING FACILITY IN KNOTT, BREATHITT,	)	
AND PERRY COUNTIES, KENTUCKY PURSUANT	)	
TO KRS 278.700 AND 807 KAR 5:110	)	

**APPLICATION FOR CERTIFICATE OF CONSTRUCTION**

STMO Bn, LLC (the “Applicant” or “Starfire”) files this application requesting from the Kentucky State Board on Electric Generation and Transmission Siting (the “Siting Board”) a certificate of construction for an approximately 210 megawatt alternating current (MW) merchant electric solar generating facility pursuant to KRS 278.706 (the “Application”). The generating facility will be located within the counties of Breathitt, Knott, and Perry, Kentucky.

In support of this Application, the Applicant submits herewith Exhibits A-K. To assist the Board and interested persons in locating information required by various statutes and regulations, the Applicant also submits herewith the Table of Contents required by 807 KAR 5:110 §3(2)(b) and attaches hereto an Indexes of Regulation Requirements, listing respectively the requirements for a generation application, and the principal place(s) each requirement is addressed in these Application materials. The facts on which the Application is based are contained in the concurrently filed exhibits, reports, and the statements further made by the Applicant as follows:

**I. Applicant**

1. STMO Bn, LLC, pursuant to KRS 278.706(2)(a), proposes to construct and own the merchant electric generating facility, subject to this Application. Its address and telephone number

are: 515 N Flagler Dr. Suite 250, West Palm Beach, FL, 33401; 859-380-7781. Communications to Starfire regarding this Application and Board proceeding should be directed to the undersigned attorneys of record and David Gil, Executive Vice President, at [David.Gil@brightnightpower.com](mailto:David.Gil@brightnightpower.com).

## **II. Description of Proposed Site**

2. The proposed Starfire project (the “Project”) is a 210 MW solar facility capable of providing enough clean, renewable electricity to power 35,000 Kentucky homes. Photovoltaic (PV) solar modules are used to convert sunlight into direct current (DC) electricity which is then converted to alternating current (AC) electricity through inverters. Transformers step up AC electricity to a higher voltage so that it can connect to the regional transmission grid.

3. A separate Siting Board application pursuant to KRS 278.714 will be filed for the anticipated nonregulated electric transmission line that will connect the Project to the point of interconnection.

4. Pursuant to KRS 278.706(2)(b), the proposed Project is an approximately 1,980<sup>1</sup>-acre site located on a former mine site approximately six miles east of Wendell H. Ford Airport in portions of unincorporated Breathitt, Knott, and Perry Counties, Kentucky. The Project footprint, generally the area within the fence line where the Project infrastructure will be located, includes approximately 1,385 acres. All parcels are located in areas without local zoning requirements. Much of the surrounding property is wooded and undeveloped. The Project is north of Kentucky Route 80 with site access from Routes 476 and 1087.

5. Pursuant to KRS 278.706(2)(b), Exhibits A and B are maps showing the distance of the Project from residential neighborhoods, residential structures, schools, and public or private parks located within a two (2) mile radius of the Project. No residential neighborhoods, schools, public

---

<sup>1</sup> The Starfire NOI, filed August 7, 2024, stated that the acreage was 2,015, which has now been corrected.

or private parks, hospitals, or nursing home facilities are located within a 2,000 foot radius of the Project. Note that the Robinson Forest, a private research forest owned by the University of Kentucky (UK), is located within two (2) miles of the Project and is noted on the map identified as Exhibit B, but is not considered a “park” for purposes of this application.

6. Project components will include solar panels, racking, inverters, transformers, one substation transformer, and associated collection lines. The Project will utilize either an underground and/or overhead collection system to convey electricity from the solar array field to the substation. The Project will include an Operations and Maintenance building and associated parking that will remain during the operational phase of the Project. During construction, the Project will include temporary facilities that may include construction mobilization and laydown areas for construction trailers, construction workforce parking, above ground water and fuel tanks, materials receiving, and materials storage.

7. The Project will include approximately 59,774 linear feet (11 miles) of internal roads accessed by approximately 14 gates providing openings through the 142,425 linear feet (27 miles) of perimeter fence. The array access roads will not exceed 16 feet in width, except for turning radii, which will not exceed 40 feet in radius. Two-foot shoulders will be constructed on all access roads as needed. The substation access road will not exceed 25 feet in width. The site plan, enclosed as Exhibit C, indicates the proposed locations for entrance gates, access roads, and fencing for the Project.

8. Project components will include PV solar modules mounted on single axis tracker systems supported by steel posts. Panels will move to track the sun over the course of the day. Some panels located on areas of steeper slope may be stationary throughout the day. Other components of the PV system include combiner boxes, inverters, high voltage transformers, junction boxes, DC and

AC electrical collection systems, a Project substation, and collection lines. The Project's PV solar modules will be supported by racking systems and oriented in rows running north to south. The racking system will be supported by steel posts installed with a combination of pile-driving machines and augers. Starfire's proposed racking system does not utilize concrete for installation of pilings. The center height of the racking structures will be approximately five feet above the ground. The highest point of each module will be 16 feet above the ground. The modules will be connected using DC cables that can either be buried in a trench or attached to the racking system. The DC cables gather at the end of racking systems to combiner boxes which are connected to cables routing to an inverter.

9. Multiple inverters will be installed throughout the Project to convert the DC power from the DC collection system to AC power, which will then be transmitted to the Project substation via the AC collection system. The AC collection system will include underground and/or overhead segments. Underground segments of the AC collection system will be buried a minimum of two feet below grade; overhead portions of the AC collection system will not exceed a maximum height of 45 feet above grade. The AC collection system will be comprised of medium voltage (MV) cable that will transfer electricity to the Project substation. Collection cables are congregated into common trenches and run adjacent to one another. All electrical inverters and medium voltage transformers will be placed on concrete foundations or steel piles.

10. The Project will utilize construction methods that minimize large-scale grading and removal of native soil. Clearing and grubbing will occur where necessary. Grading may be required to level rough or undulating areas of the site and to prepare soil for concrete foundations necessary for the substation and operations and maintenance (O&M) building, substation equipment, and inverters. Access roads will also be grubbed, graded, and compacted as needed.



Gravel will be placed on the access roads and limited infrastructure throughout the site, but will not be placed under the solar panels.

11. To promote wildlife movement and habitat connectivity within the region, the Project will incorporate a North/South-oriented wildlife corridor or corridors between areas targeted for panel installation. The corridor(s) will be planned to be as wide as possible, within the constraints of site topography and necessary fencing, with an expected width targeting at least 300 feet combined for as much as the corridor or combined corridors as possible, and will try to utilize existing trees and habitat to facilitate wildlife movement.

12. Wildlife-friendly fencing will be used throughout the site and will enclose the solar panels and associated infrastructure. The wildlife-friendly fencing will promote overall wildlife connectivity across the site to maintain the planned wildlife corridors. Other site activities may require alternative fencing appropriate for planned activities, such as for the protection of sheep in planned agrivoltaics areas. A fence meeting the National Electric Safety Code (NESC) requirements, typically a six-foot chain link fence with three strings of barbed wire at the top, will enclose the Project's substation.

13. Due to the Project's location on top of a reclaimed coal mine, the site is not visible from any existing surrounding residences, thus the Project does not anticipate the need for installation of additional vegetative screening. Vegetative ground cover will be established to the greatest extent possible, with a target of ninety (90) percent of the Project site. To the extent that it will be consistent with any agrivoltaic areas, the Project will utilize native plants and seed mixes and will not plant invasive species listed as a threat by the Kentucky Exotic Pest Plant Council (KY-EPPC - Kentucky Exotic Pest Plant Council ([se-eppc.org](http://se-eppc.org))). The Project will incorporate at least ten (10) acres of pollinator plantings on site, prioritizing, if possible, plantings around existing water basins

and wetlands to increase site resiliency. The Project commits to reforesting at least twenty-five (25) acres onsite, with an effort to do so on contiguous acres within the final designated wildlife corridor and consisting of native species, such as white and shortleaf pine. A goal of the Project will be to expand or add to these pollinator and reforestation areas over the long term, and to ultimately encompass at least 100 acres, if proven environmentally and economically feasible.

14. If external funding is secured, the Project plans to partner with universities and/or non-governmental organizations to assess the use of native grass and pollinator seed mixes for solar projects on former mine land sites in the Appalachians. Specifically, research will evaluate density of ground cover, height restrictions of mixes, environmental co-benefits such as stormwater retention, and economic feasibility of utilization. Research would be made publicly available to advance science and best practices in the region.

15. The Project will consider a Memorandum of Understanding (MOU) or similar agreement with the University of Kentucky (UK) outlining UK's long-term research plans associated with existing tree cells on site. The MOU would outline agreed-upon access and management goals for these research plots, along with plans to share learnings to advance science and best practices in the region.

### **III. Evidence of Public Notice**

16. Public notice which complied with the requirements of KRS 278.706(2)(c) was provided within thirty (30) days immediately preceding the filing of this Application. This notice was provided to landowners whose property borders the proposed site and to the general public via publication in the Troublesome Creek Times, the Hazard Herald, and the Breathitt Advocate, which are the newspapers of general circulation in Knott, Perry, and Breathitt Counties, respectively. The letters were mailed on January 24, 2025, the newspaper notice for the Breathitt

Advocate was published on January 15, 2025, and the newspaper notices for the Hazard Herald and Troublesome Creek Times were published on January 16, 2025. Evidence of public notice is provided in Exhibit D.

#### **IV. Compliance with Local Ordinance and Regulations**

17. Pursuant to KRS 278.706(2)(d), Knott, Perry, and Breathitt counties do not have local planning and zoning, and thus does not have planning and zoning ordinances applicable to the Project. Additionally, there are no noise ordinances in Knott, Perry, and Breathitt Counties, and therefore there are no noise ordinances applicable to the Project. The Project will comply with any applicable local regulations and ordinances adopted as of the date of the filing of this application. A statement certifying these facts is submitted as Exhibit E.

#### **V. Setback Requirements**

18. Pursuant to KRS 278.706(2)(d), the Project will not be required to follow setback requirements set forth in KRS 278.704(3) as no local zoning is present. Knott, Perry, and Breathitt Counties do not have local planning and zoning, and do not therefore have local planning and zoning ordinances applicable to the Project.

19. Pursuant to KRS 278.706(2)(e), the Project is not located on the site of a former coal processing plant, will not use any onsite waste coal as a fuel source, will not include any exhaust stacks or wind turbines as part of the facility, and does not contain any existing electricity-generating facilities.

20. Because there are no residential neighborhoods, schools, hospitals, or nursing homes within 2,000 feet of any proposed structures or facilities used for generation of electricity for the Project, a request for deviation from statutory setbacks will not be filed.

## **VI. Evidence of Public Involvement**

21. Pursuant to KRS 278.706(2)(f), the Applicant has made a substantial effort to engage the public in numerous ways regarding the Project, evidence of which is provided as Exhibit F. Starfire has created a website (<https://brightnightpower.com/starfire-project/>) to publish information about the Project and to provide an email and telephone number for feedback. It has held in-person public meetings and in-person meetings with media, county officials, and neighboring residents. In all communications, Starfire has endeavored to be transparent regarding the specifics of the proposed Project.

22. Starfire held three publicly noticed information meetings, one in each of the counties in which the Project is located. The first meeting was held on May 22, 2024, at the Perry County Fiscal Court Room. The second meeting was held in Knott County on May 22, 2024, at the Knott County Fiscal Court Room. The third meeting was held in Breathitt County on May 23, 2024, at the Breathitt County Fiscal Court. Starfire published notice for these meetings in the Breathitt Advocate on May 1, 2024, and in the Troublesome Creek Times and the Hazard Herald on May 2, 2024. Additionally, notices were mailed to the Project's adjacent landowners on May 7, 2024. Evidence of newspaper publication, the list of landowners receiving notice, a representative notice letter, and the presentation used during the Public Information Meetings is collectively included in Exhibit F.

23. During the May 22 and 23, 2024 public meetings, several representatives of the Project (Joseph Albrecht, Robert Roy, Shelley Campbell, Brian Patton, Adam Choate, Quinn Lance, Michael Ricci, Adam Edelen, Gerry Roll, and Dann Baxley) were present to answer questions in person. Informational boards focusing on Project Development, Environmental & Permitting,

Engineering & Construction, and Operations were available for review, with subject matter experts present at each station to answer questions and receive feedback.

24. A total of thirty one individuals attended the public information meetings. Attendees sought information regarding job creation, impacts to wildlife, and site maintenance. Most attendees voiced their support for the Project and no concerns were raised that required subsequent attention by Project representatives.

25. Representatives of the Project also met with the respective Knott, Breathitt, and Perry County Judge/Executives to discuss opportunities for economic development as well as ways the Project could invest in the communities and provide support for local business growth.

26. The Project sponsors are working with landowners and local sheep grazers to consider introducing sheep grazing onto certain parcels as part of Project planning and design in a practice known as agrivoltaics.

## **VII. Efforts to Locate Near Existing Electric Generation**

27. Pursuant to KRS 278.706(2)(g), the Applicant considered whether the proposed Project could be located on, adjoining, or in proximity to the location of existing electric generating facilities. For solar projects like Starfire, key factors for site selection are favorable geography, willing landowner participation, and access to existing substations with available capacity. The land needed to site the Project was not available on or adjoining to an existing electric generation facility. However, the Project has been located on a reclaimed coal mine in proximity to a utility substation with available capacity and corresponding electric transmission lines.

28. The Project will interconnect to an existing off-site substation, the Harbert Substation, which is owned and operated by Kentucky Power and is located approximately 3.6 miles northeast

of the Project site. A separate application will be filed with the Siting Board for its nonregulated electric transmission line.

### **VIII. Proof of Service to County and Municipality Officials**

29. Pursuant to KRS 278.706(2)(h), physical and electronic copies of this Application were hand-delivered to the chief executive officers of the counties in which the proposed generating facility is to be located. Copies of the Application were served on Breathitt and Perry County Judge/Executives Jeff Noble and Scott Alexander on February 3, 2025, and on February 4, 2025, to Knott County Judge/Executive Jeff Dobson. Proof of service is included as Exhibit G.

### **IX. Effect on Kentucky Electricity Generation System**

30. Pursuant to KRS 278.706(2)(i), an impact study was performed by both Starfire and a third-party consulting firm to assess the impact of the Project on the American Electric Power (AEP)-owned transmission system and expected network upgrades required to interconnect all 210 MW of the Project (Exhibit H). PowerGem performed the third-party analysis on behalf of the Applicant for its interconnection feasibility study (“Power Generation Study,” Exhibit H). PowerGem is a highly reputable consultant that is known in the industry for maintaining the models and tools utilized for PJM’s own studies. Both studies followed PJM’s guidelines for performing generation deliverability analysis, to which all queue projects seeking interconnection to PJM are subjected. The PowerGem TARA tool used by PJM was also used in both studies.

31. This Project is represented in PJM queue as queue number AG2-184. The status of this project is in Phase I of the PJM study cycle with the first system impact report from PJM expected in July 2025, Phase II report in February 2026, Phase III report in September 2026, Large Generator Interconnection Agreement (LGIA) in December 2026, and Commercial Operation Date (COD) in late 2027.

32. The studies provided by PowerGem and Starfire demonstrate that with moderate system upgrades, paid for by Starfire, the Project will provide affordable and clean energy to AEP customers, reduce imports into the AEP system, and enhance the self-sufficiency and reliability of AEP's electric system. By increasing the amount of renewable energy supplied to the AEP system, the AEP transmission system, and Kentucky's transmission system as a whole, are more resilient.

**X. Effect on Local and Regional Economies**

33. Pursuant to KRS 278.706(2)(j), an Economic Impact Study was completed for the Project by Mangum Economics, LLC included in Exhibit I. The Mangum Economics report demonstrates that the Project will create job opportunities in the local area during both the short-term construction phase and the long-term operational phase. In addition to the workers directly involved in the construction and operations of the Project, additional jobs are supported through indirect supply chain purchases and the higher spending that is induced by these workers. Starfire will strengthen the local tax base and help improve county services and local infrastructure such as public roads.

34. The Mangum study indicates that the proposed Project would make significant economic contributions to Breathitt, Perry, and Knott Counties during both construction and operation phases, and furthermore would have a significantly greater fiscal impact than the current use of the property. Construction of the Project would provide a pulse of economic activity to the local area that would support an estimated \$44.6 million in economic output and \$2.7 million in state and local tax revenue; the operational phase of the Project would support an estimated \$128.9 million in economic output.

35. The Applicant retained Kirkland Appraisals, LLC to prepare a Property Value Impact Study which is enclosed as Attachment 1 to the Project's site assessment report. This study shows

no impact on home values due to abutting or adjoining a solar farm, as well as no impact to abutting or adjacent vacant residential or agricultural land where the solar farm is properly screened and buffered.

36. In collaboration with the Southeast Kentucky Sheep Producers Association (SEKSPA), the Project is exploring the implementation of a pilot project to evaluate (a) the feasibility of the economic model for SEKSPA and (b) implications for reduced maintenance and management costs for the Project.

37. The Project has established a program for and plans to provide additional annual funding to a local community fund focused on benefits to the counties of Breathitt, Knott, and Perry, Kentucky. The fund will be focused on community-driven priorities that support the environmental health, welfare, well-being, and economic livelihood of these communities such as programs that reduce energy burden rates or support community projects, local agriculture programs, disaster relief and recovery efforts, education programs, workforce training and recruitment programs, and environmental restoration.

## **XI. Record of Environmental Violations**

38. Pursuant to KRS 278.706(2)(k), neither Starfire, nor any entity with ownership interest in the Project, has violated any state or federal environmental laws or regulations. There are no pending actions, judicial or administrative, against the Applicant nor any entity with ownership interest in the Project.

## **XII. Site Assessment Report**

39. Pursuant to KRS 278.706(2)(l), the site assessment report is being contemporaneously filed herewith. Please see the separate document titled “STMO Bn, LLC, Kentucky State Board on



Electric Generation and Transmission Application, Site Assessment Report, Case No. 2024-00255 and enclosed as Exhibit J.

### **XIII. Decommissioning**

40. Pursuant to KRS 278.706(2)(m), the decommissioning plan is being contemporaneously filed herewith; please see the separate document titled “Decommissioning Plan and Restoration cost Estimate for the Starfire Solar Project” enclosed as Exhibit K.

41. Pursuant to KRS 278.706(2)(m)(1), the decommissioning plan outlines removal of all the Project’s above-ground facilities (Exhibit K, p. 4).

42. Pursuant to KRS 278.706(2)(m)(2), the decommissioning plan outlines the removal of the Project’s underground facilities up to a depth of three feet. Project components at greater depth will be removed upon agreement with the landowner (Exhibit K, pp. 4-5).

43. Pursuant to KRS 278.706(2)(m)(3), the land will be restored to a substantially similar state as it was prior to commencement of construction of the Project (Exhibit K, pp. 4 and 6).

44. Pursuant to KRS 278.706(2)(m)(4), the Project’s substation and transmission line will remain in place for future use unless otherwise requested by the landowner (Exhibit K, p. 5).

45. Pursuant to KRS 278.706(2)(m)(5), Starfire will secure a decommissioning bond or similar security to assure financial performance of its decommissioning obligations. The amount of the proposed bond shall be the net present value of the total estimated cost of completing the decommissioning plan, less the salvage value of the facility’s components. For lands leased by the Applicant, the bond or similar security will name the landowner and Energy and Environment Cabinet (“Cabinet”) as co-beneficiaries, with Breathitt, Perry and Knott Counties named as secondary beneficiaries once consent is secured. For land owned by the Applicant, the bond or similar security will name the Cabinet as the primary beneficiary. The bond or similar security will

be provided by an insurance company or surety that shall maintain at all times 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 non-cancelable by the provider or customer until the completion of the decommissioning plan or until a replacement bond is secured (Exhibit K, p. 7).

46. Pursuant to KRS 278.706(2)(m)(6), Starfire will communicate with each affected landowner at the end of the Project’s useful life so that any requests of the landowner for the decommissioning phase in addition to minimal requirements under KRS 278.706(2)(m) or those specified in the individual lease may, in the sole discretion of the Applicant or its successor or assign, be accommodated (Exhibit K, p. 4).

47. Pursuant to KRS 278.706(2)(m)(7), the Project’s lease agreements shall be amended to incorporate the requirements of 278.706(2)(m)(1)-(6) therein (Exhibit K, p. 1).

WHEREFORE, the Applicant respectfully requests that the Board issue a final Order regarding this Application: 1) Approving a KRS 278.704 certificate of construction for the proposed solar merchant generating facility; and, 2) Granting all other relief to which Applicant may be entitled.

Dated this 4th day of February 2025.

Respectfully submitted,



---

Gregory T. Dutton

Kathryn A. Eckert

Pierce T. Stevenson

**FROST BROWN TODD LLP**

400 W. Market Street, Suite

3200 Louisville, KY 40202

(502) 589-5400

(502) 581-1087 (fax)

[gdutton@fbtlaw.com](mailto:gdutton@fbtlaw.com)

[keckert@fbtlaw.com](mailto:keckert@fbtlaw.com)

[pstevenson@fbtlaw.com](mailto:pstevenson@fbtlaw.com)

*Counsel for STMO Bn, LLC*

**Statutory/Regulation Requirements  
Merchant Electric Generation Facility Certificate**

<b>KRS 278.</b>	<b>Description</b>	<b>Filing</b>
<u><b>278.706(2)(a)</b></u>	The name, address, and telephone number of the person proposing to construct and own the merchant generating facility.	¶ 1
<u><b>(2)(b)</b></u>	A full description of the proposed site, including a map showing the distance of the proposed site from residential neighborhoods, the nearest residential structures, schools, and public and private parks that are located within a two (2) mile radius of the proposed facility	¶¶ 2-15; Exh.'s A, B, and C
<u><b>(2)(c)</b></u>	Evidence of public notice that shall include the location of the proposed site and a general description of the project, state that the proposed line is subject to approval by the board, and provide the telephone number and address of the Public Service Commission. Public notice shall be given within thirty (30) days immediately preceding the application filing to:  Landowners whose property borders the proposed site; and The general public in a newspaper of general circulation in the county or municipality in which the facility is proposed to be located.	¶ 16; Exh. D
<u><b>(2)(d)</b></u>	A statement certifying that the proposed plant will be in compliance with all local ordinances and regulations concerning noise control and with any local planning and zoning ordinances. The statement shall also disclose setback requirements established by the planning and zoning Commission as provided under KRS 278.704(3).	¶ 17; Exh. E
<u><b>(2)(e) [1st]</b></u>	If the facility is not proposed to be located on a site ... in an area where a planning and zoning commission has established a setback requirement pursuant to KRS 278.704(3), a statement that...all proposed structures or facilities used for generation of electricity are two thousand (2,000) feet from any residential neighborhood, school, hospital, or nursing home facility...	¶ 18

<b><u>(2)(e) [2nd]</u></b>	If the facility is proposed to be located on a site of a former coal processing plant and the facility will use on-site waste coal as a fuel source, a statement that the proposed site is compatible with the setback requirements provided under KRS 278.704(5).	¶ 19
<b><u>(2)(e) [3rd]</u></b>	If the facility is proposed to be located in a jurisdiction that has established setback requirements pursuant to KRS 278.704(3), a statement that the proposed site is in compliance with those established setback requirements.	¶¶ 18-20
<b><u>(2)(f)(1)</u></b>	A complete report of the applicant’s public involvement program activities undertaken prior to the filing of the application, including:  The scheduling and conducting of a public meeting in the county or counties in which the proposed facility will be constructed at least ninety (90) days prior to the filing of an application, for the purpose of informing the public of the project being considered and receiving comment on it.	¶¶ 21-26; Exh. F
<b><u>(2)(f)(2)</u></b>	Evidence that notice of the time, subject, and location of the meeting was published in the newspaper of general circulation in the county, and that individual notice was mailed to all owners of property adjoining the proposed project at least two (2) weeks prior to the meeting.	¶ 22; Exh. F
<b><u>(2)(f)(3)</u></b>	Any use of media coverage, direct mailing, fliers, newsletters, additional public meetings, establishment of a community advisory group, and any other efforts to obtain local involvement in the siting process.	¶¶ 25-26; Exh. F
<b><u>(2)(g)</u></b>	A summary of the efforts made by the applicant to locate the proposed facility on a site where existing electric generating facilities are located.	¶¶ 27-28
<b><u>(2)(h)</u></b>	Proof of service of a copy of the application upon the chief executive officer of each county and municipal corporation in which the proposed line is to be located, and upon the chief officer of each public agency charged with the duty of planning land use in the general area in which the line is proposed to be located.	¶ 29; Exh. G
<b><u>(2)(i)</u></b>	An analysis of the proposed facility’s projected effect on the electricity transmission system in Kentucky.	¶¶ 30-32; Exh. H

<b><u>(2)(i)</u></b>	An analysis of the proposed facility’s economic impact on the affected region and the state.	¶¶ 33-37; Exh. I
<b><u>(2)(k)</u></b>	A detailed listing of all violations by it, or any person with an ownership interest, of federal or state environmental laws, rules, or administrative regulations, whether judicial or administrative, where violations have resulted in criminal convictions or civil or administrative fines exceeding five thousand dollars (\$5,000). The status of any pending action, whether judicial or administrative, shall also be submitted.	¶ 38
<b><u>(2)(l)</u></b>	A site assessment report as specified in KRS 278.708.	¶ 39; Exh. J
<b><u>278.706(2)(m)</u></b>	A decommissioning plan as specified in KRS 278.706(2)(m)(1) – (7).	¶¶ 40-47; Exh. K
<b><u>(2)(m)(1)</u></b>	Unless otherwise requested by the landowner, remove all above-ground facilities;	¶ 41; Exh. K
<b><u>(2)(m)(2)</u></b>	Unless otherwise requested by the landowner, remove any underground components and foundations of above-ground facilities. Facilities removed under this subparagraph shall be removed to a depth of three (3) feet below the surface grade of the land in or on which the component was installed, unless the landowner and the applicant otherwise agree to a different depth;	¶ 42; Exh. K
<b><u>(2)(m)(3)</u></b>	Return the land to a substantially similar state as it was prior to the commencement of construction;	¶ 43; Exh. K
<b><u>(2)(m)(4)</u></b>	Unless otherwise requested by the landowner, leave any interconnection or other facilities in place for future use at the completion of the decommissioning process;	¶ 44; Exh. K
<b><u>(2)(m)(5)</u></b>	Secure a bond or other similar security for the project to assure financial performance of the decommissioning obligation, provided that:	¶ 45; Exh. K
<b><u>(2)(m)(5)(a)</u></b>	The amount of the proposed bond or similar security shall be determined by an independent, licensed engineer who is experienced in the decommissioning of solar electric generating facilities and has no financial interest in either the merchant electric generating facility or any parcel of land upon which the merchant electric generating facility is	¶ 45; Exh. K

	<p>located. The proposed amount of the bond or similar security shall be either:</p> <p>The net present value of the total estimated cost of completing the decommissioning plan, less the current net salvage value of the merchant electric generating facility's components; or</p> <p>The bond amount required by a county or municipal government that has established a decommissioning bond requirement or similar security obligation in the county or municipality where the merchant electric generating facility will be located. If the facility will be located in more than one (1) county or municipality that has established a decommissioning bond or similar security obligation, then the higher amount shall be required for the facility;</p>	
<b><u>(2)(m)(5)(b)</u></b>	<p>The bond or other similar security names:</p> <p>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</p> <p>For property that is owned by the applicant, the Energy and Environment Cabinet as the primary beneficiary;</p>	¶ 45; Exh. K
<b><u>(2)(m)(5)(c)</u></b>	<p>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;</p>	¶ 45; Exh. K
<b><u>(2)(m)(5)(d)</u></b>	<p>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</p>	¶ 45; Exh. K

<b><u>(2)(m)(5)(e)</u></b>	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.	¶ 45; Exh. K
<b><u>(2)(m)(6)</u></b>	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; and	¶ 46; Exh. K
<b><u>(2)(m)(7)</u></b>	Incorporate the requirements of paragraphs (m)1. to 6. of this subsection into the applicant's leases with landowners	¶ 47; Exh. K



## **Exhibit A**

**Starfire Solar Facility  
Knott, Perry, and Breathitt Counties,  
Kentucky**

**Neighborhood Map**

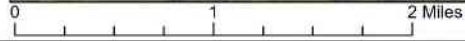
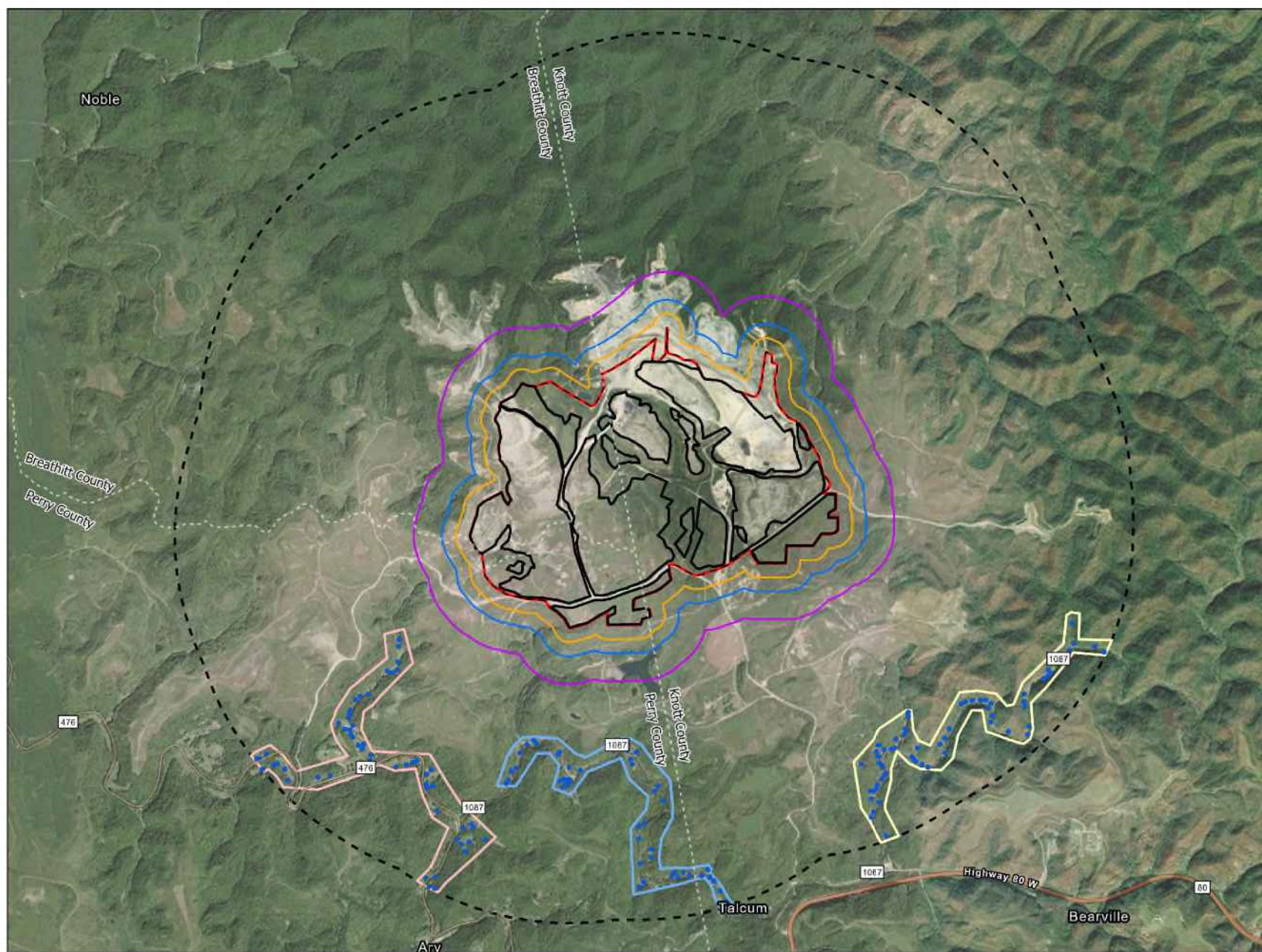
- LEGEND**
- Proposed Project Boundary
  - Proposed Limit of Disturbance (LOD)
  - Residences within 2 Miles
  - Neighborhood 1
  - Neighborhood 2
  - Neighborhood 3
  - 500-ft Buffer
  - 1000-ft Buffer
  - 2000-ft Buffer
  - 2-Mile Buffer

**Data Sources:**  
ESRI Aerial Imagery 2023; Tetra Tech  
Desktop Delineated 2025

**Prepared for:** STMOBn, LLC  
**Prepared by:** Tetra Tech GIS Team (NAB)  
**Updated:** 1/14/2025



Spatial Reference  
NAD 1983 StatePlane Kentucky South FIPS 1602 Feet



Photos: Aerial Imagery, ESRI, 2023; Tetra Tech, 2025. Map: Tetra Tech, 2025. Not for Construction.

**Exhibit B**



**Starfire Solar Facility**  
**Knott, Breathitt, and Perry Counties,**  
**Kentucky**

**Sensitive Receptors**

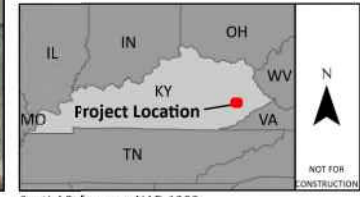
**LEGEND**

- Proposed Project Area
  - Proposed Limit of Disturbance (LOD)
  - 2000-ft Buffer
  - 1000-ft Buffer
  - 500-ft Buffer
  - 2-Mile Buffer
  - Cemetery
- USGS Protected Areas Database
- State Owned Management Lands
  - Elk Regulated Area

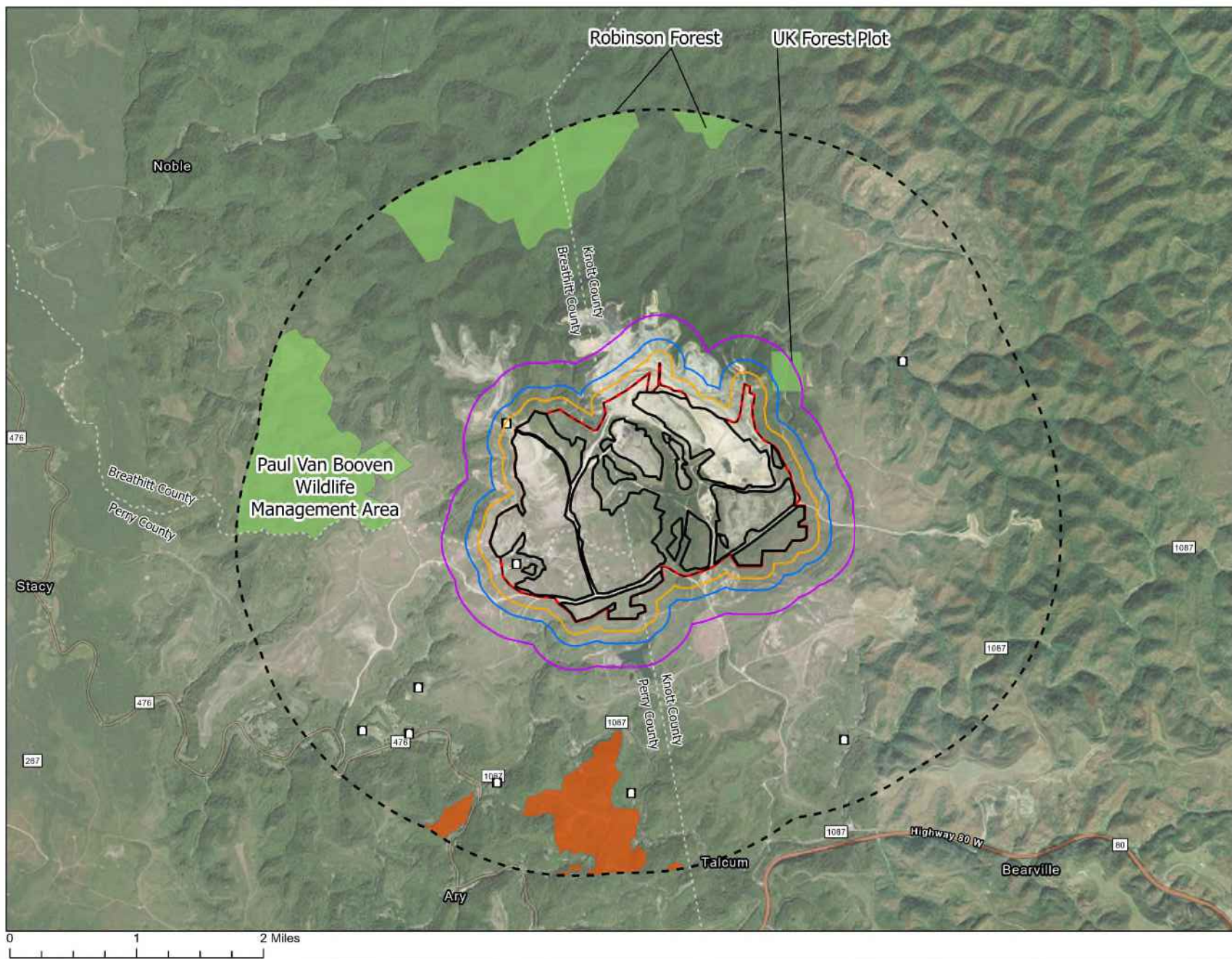
- Notes:**
1. The State Owned Management Lands identified within the 2-Mile buffer are not recreational parks.
  2. The Elk Regulated Areas are managed by the Kentucky Department of Fish and Wildlife Resources.

**Data Sources:**  
 ESRI Aerial 2023, NEPA Assist accessed 8/8/2023, USGS PADUS, KDFWR 2024, USGS National Map

**Prepared for:** STMOBn, LLC  
**Prepared by:** Tetra Tech GIS Team (NAB)  
**Updated:** 1/15/2025



Spatial Reference: NAD 1983  
 StatePlane Kentucky South FIPS: 1602



Path: \\Users\pjt\GIS\Projects\GIS\ACES\_Bring\MapDocs\Starfire\_VA\Starfire\_VA.aprx

NOT FOR CONSTRUCTION

## **Exhibit C**

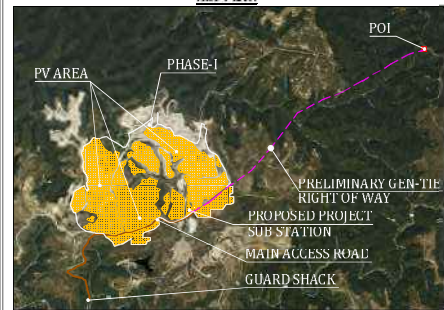


### Project Details Phase-I

Site latitude	37°24'18.42"N
Site longitude	83° 6'42.86"W
PV DC capacity	278.966 MWp
AC capacity at POI	210 MWac
DC AC ratio at POI	1.328
Evacuation voltage	138 kV
Module wattage	590Wp
Module type	Bifacial
Module quantity	472824
Module per string	27
Total strings	17512
PV Inverter rating	4.4MWac
PV Inverter Type	Central
PV Inverter	55
Racking type	Tracker
Pitch	23.36'
Ground coverage ratio	32%
Fenced area (Buildable + Constraints)	1389 Acres

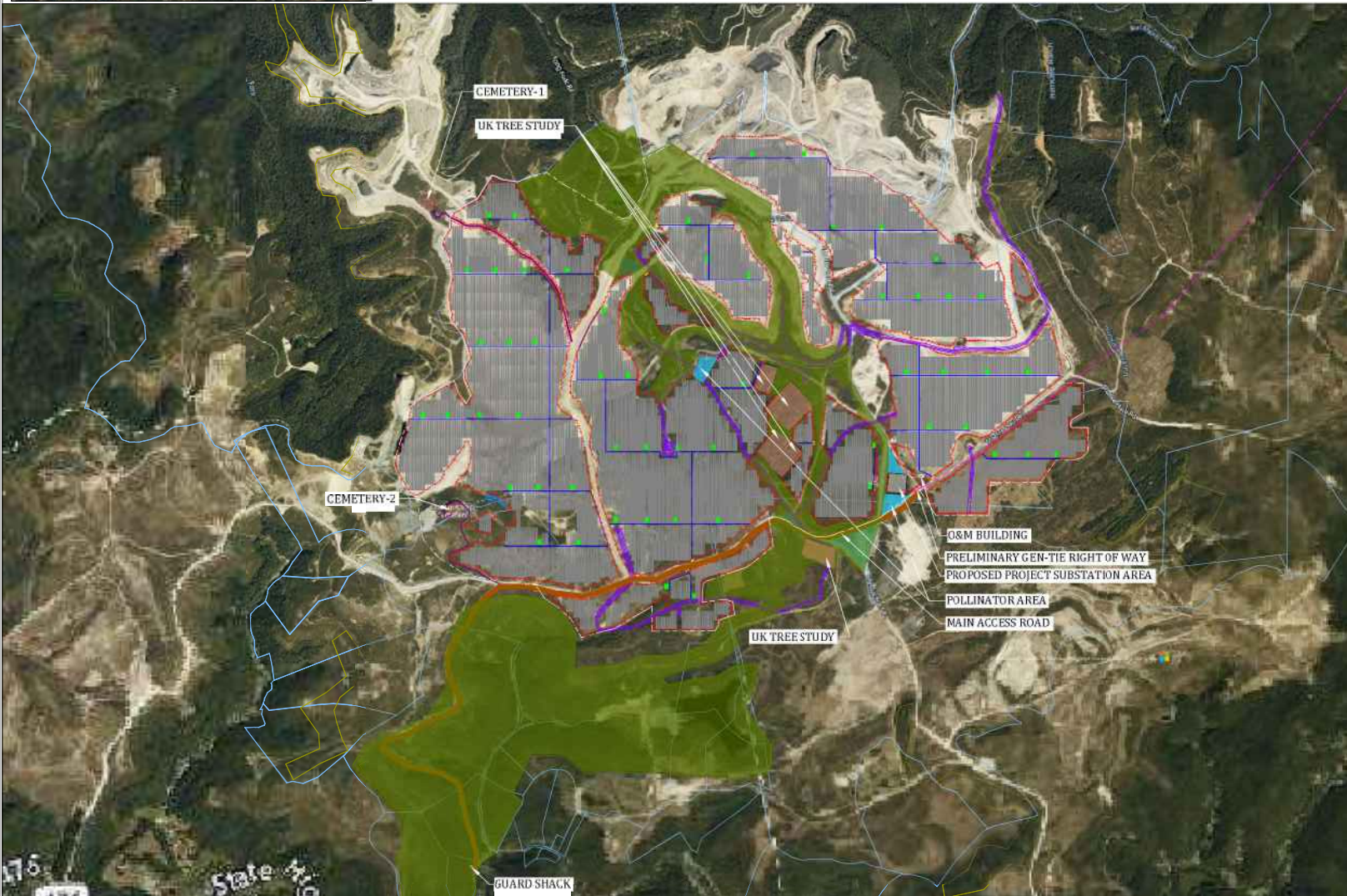


KEY PLAN



LEGEND:-	
SYMBOL	DESCRIPTION
	SITE BOUNDARY (PHASE-I AREA)
	WILDLIFE FRIENDLY FENCE
	NERC COMPLIANT FENCE
	SETBACK FROM FENCE
	PRELIMINARY DRAINAGE BASINS
	GAS PIPE LINE
	TRACKER
	INVERTER SKID
	PLANT INTERNAL ROAD (16')
	MAIN ACCESS ROAD (24')

LEGEND:-	
SYMBOL	DESCRIPTION
	ACCESS GATE
	CEMETERY ACCESS ROAD
	WILDLIFE CORRIDOR
	POTENTIAL REFORESTATION AREAS
	PARCEL BOUNDARY
	PRELIMINARY GEN-TIE RIGHT OF WAY
	POLLINATOR AREA
	AVOIDANCE AREAS



Note:-  
 \* All Dimensions Are in Feet.  
 \* Coordinates System :- NAD83 Kentucky State Planes, South Zone, US FOOT  
 \* Timber & Shrub cutting considered.

DATE	REV	REVISION HISTORY	DRN. BY	CKD. BY	APPD. BY
2024-12-04	00	FIRST ISSUE	YS	PS	1P

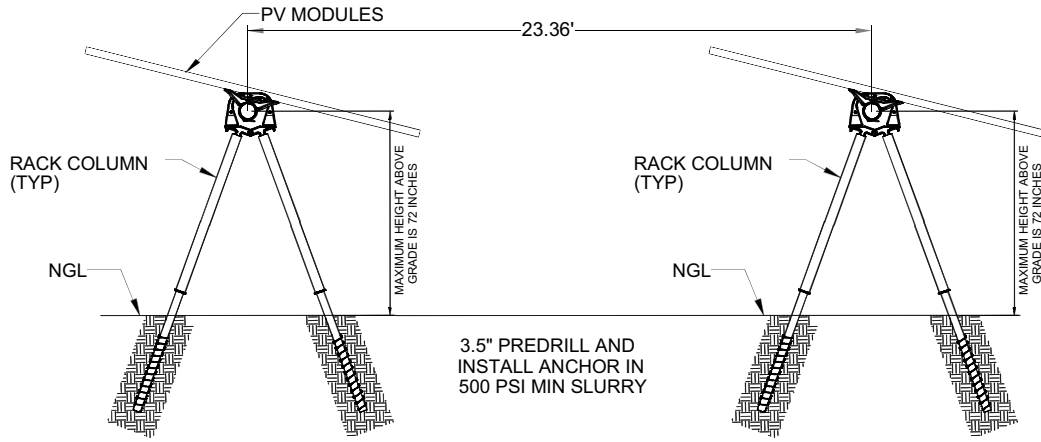
**BRIGHTNIGHT** BrightNight Power

PROJECT NAME: STARFIRE

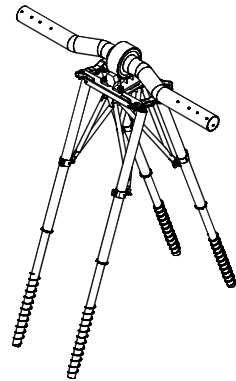
TITLE:- PLANT LAYOUT PHASE-I (PV)

SCALE	PURPOSE CODE	DRAWING NO.	REV.	SHEET
NTS	ISSUE FOR PERMIT	36"x24"	00	1 OF 2

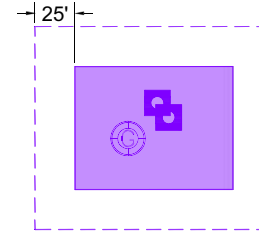
NOTE:-  
 1. All rights reserved. This drawing contains proprietary information which is protected by copyright. No part of this drawing may be reproduced, transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of BrightNight Power.



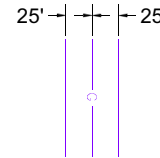
**STANDARD ARRAY PIER**



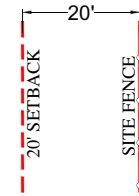
**TYPICAL ISOMETRIC VIEW OF MOTOR PIERS**



**GAS WELL SETBACK**



**GAS PIPELINE SETBACK**



**FENCE LINE SETBACK DETAIL**

Setback details	
Setback description	Setback value
Gas & Well Line Setback	25'
Plant fence and array setback	20'

Note:-  
\* All Dimensions Are in Feet.

DATE	REV.	REVISION HISTORY	DRN. BY	CKD. BY	APPD. BY
2024-12-03	00	FIRST ISSUE	YS	PS	KP
		BrightNight Power			
PROJECT NAME		STARFIRE			
TITLE:-		PLANT LAYOUT PHASE-I (PV)			
SCALE	PURPOSE CODE	DRAWING NO.	REV.	SHEET	
NTS	ISSUE FOR PERMIT	36"x24"	00	2 OF 2	

NOTE:-  
\* All rights reserved. This drawing contains proprietary information which is protected by copyright. No part of this drawing may be reproduced, translated in computer language, or transmitted in any form whatsoever without the prior written consent of BrightNight Power.

## **Exhibit D**





1/24/2025

BrightNight, LLC  
515 North Flagler Dr  
Suite 250  
West Palm Beach, FL 32401

Dear Neighbor,

STMO Bn, LLC, is proposing to develop and construct the Starfire Solar Project, a 210-megawatt solar electric generating facility to be located in Knott, Breathitt, and Perry Counties, Kentucky. The proposed solar project will be situated on approximately 1,980 acres of land, with an address of 620 Balls Fork Road, Ary, Kentucky 41712. The project will consist of photovoltaic panels and their associated racking systems, inverters, collection system, project substation, and other equipment.

STMO Bn, LLC, is required to file an application with the Kentucky State Board on Electric Generation and Transmission Siting ("Board") to obtain a certificate of construction for the proposed electric generating facility. This filing will occur in the coming weeks. This proposed construction is subject to approval by the Board, which can be reached at P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615, or via phone at (502) 564-3940.

A person who wishes to become a party to a proceeding before the Board may, by written motion filed no later than thirty (30) days after the application has been submitted, request leave to intervene. A party may, upon written motion filed no later than thirty (30) days after an application has been filed, request the Board to schedule an evidentiary hearing at the offices of the Public Service Commission. A request for a local public hearing or local public information meeting shall be made by at least three (3) interested persons who reside in the county in which the plant is proposed to be located. The request shall be made in writing and shall be filed within thirty (30) days following the filing of a completed application.

Please feel free to contact us if you have any questions.

Best regards,

A handwritten signature in black ink that reads "David Gil".

David Gil  
Senior Vice President, Development  
(561) 346-9052  
[david.gil@brightnightpower.com](mailto:david.gil@brightnightpower.com)

Company Website: <https://brightnightpower.com/>  
Project Website: <https://brightnightpower.com/starfire-project/>

Parcel County ID	Owner	Address	County
003-00 00 002.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
013-00 00 003.00	LIBERTY LAND LLC	223 E CEDAR DR PIKEVILLE KY 41501	Knott
003-00 00 002.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
004-00 00 002.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE KY 41501	Knott
003-00 00 002.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
003-00 00 002.00	LIBERTY LAND LLC	223 E CEDAR DR PIKEVILLE KY 41501	Knott
004-00 00 002.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE KY 41501	Knott
005-00 00 010.00	LIBERTY LAND LLC	223 E CEDAR DR PIKEVILLE KY 41501	Knott
004-00 00 001.00	LIBERTY LAND LLC	233 E CEDAR DR PIKEVILLE KY 41501	Knott
004-00 00 001.00	LIBERTY LAND LLC	233 E CEDAR DR PIKEVILLE KY 41501	Knott
004-00 00 001.00	LIBERTY LAND LLC	233 E CEDAR DR PIKEVILLE KY 41501	Knott
004-00 00 001.00	LIBERTY LAND LLC	233 E CEDAR DR PIKEVILLE KY 41501	Knott
004-00 00 003.00	UNIVERSITY OF KY	John Reinstetle, Assistant Director and Forest Manager, UK Robinson Forest, Robinson Center (RCARS), UK Department of Forestry and Natural Resources 617 Clemons Fork Road Clayhole, KY 41317	Knott
004-00 00 002.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE KY 41501	Knott
005-00 00 010.00	LIBERTY LAND LLC	223 E CEDAR DR PIKEVILLE KY 41501	Knott
005-00 00 010.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
005-00 00 007.01	STACY JOHN S HURT LOGAN	PO BOX 193A ARY KY 41712	Knott
014-00 00 001.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
013-00 00 003.00	LIBERTY LAND LLC	223 E CEDAR DR PIKEVILLE KY 41501	Knott
013-00 00 001.00	UNIVERSITY OF KY	John Reinstetle, Assistant Director and Forest Manager, UK Robinson Forest, Robinson Cente	Knott
014-00 00 009.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE KY 41501	Knott
014-00 00 009.01	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
005-00 00 018.00	MIKE MACKIN	317 MOCKINGBIRD GARDENS DRIVE, LOUISVILLE, KY 40207	Knott
131-00 00 001.01	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 001.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 002.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 003.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 003.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 026.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 027.03	DALTON GEORGE WASHINGTON	1668 BALLS FORK RD ARY, KY 41712	Perry
131-00 00 024.00	SMITH BIRAM MRS. C/O BRENDA SIZEMORE	P O BOX 817 HAZARD, KY 41702	Perry
131-00 00 023.00	CHURCH BAPTIST LOWER BALL	1211 BALLS FORK RD., ARY, KY 41712	Perry
131-00 00 017.01	SMITH HARVE AND DELLA	34 STACY BLVD ARY, KY 41742	Perry
131-00 00 022.00	SLONE CHARLOTTE	PO BOX 224 FISTY, KY 41743-	Perry
131-00 00 024.00	SMITH BIRAM MRS. C/O BRENDA SIZEMORE	P O BOX 817 HAZARD, KY 41702	Perry
131-00 00 016.01	APPALACHIA COAL SALES CO LLC, ATTN: JAMES FIELDS	5703 CRUTCHFIELD DR, NORTON, VA 24273	Perry
131-00 00 016.00	APPALACHIA COAL SALES CO LLC ATTN: JAMES FIELDS	5703 CRUTCHFIELD DR NORTON, VA 24273	Perry
131-00 00 002.01	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 005.00	COMBS CARL SALYER	221 HENRY CLAY BLVD LEXINGTON, KY 40502	Perry
131-00 00 015.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 014.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 013.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 056.00	COMBS CARL SALYER	221 HENRY CLAY BLVD LEXINGTON, KY 40502	Perry
112-00 00 055.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 055.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 054.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 053.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
113-00 00 002.00	CHANEY'S GROCERY	PO BOX 326 ARY, KY 41712	Perry
111-00 00 002.00	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry
111-00 00 001.00	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry
111-00 00 004.00	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry
111-00 00 003.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 4150	Perry
112-00 00 018.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 013.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 002.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
227-00-00-001.00	LIBERTY LAND LLC	223 E. CEDAR DR. PIKEVILLE, KY 41501	Breathitt
131-00 00 025.00	MOORE NANCY	2830 UPPER SECOND CREEK RD. HAZARD, KY 41701-	Perry
131-00 00 021.00	GODSEY ELMER CLAY AND DONNA DENISE	1101 BALLS FORK ROAD ARY, KY 41712-	Perry
112-00 00 005.01	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
112-00 00 056.00	COMBS CARL SALYER	221 HENRY CLAY BLVD LEXINGTON, KY 40502	Perry
013-00 00 003.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
023-00 00 001.00	BEVERLY CARTER & DIANA	3980 LAUREL FORK RD HUEYSVILLE KY 41640	Knott
003-00 00 001.00	UNIVERSITY OF KY	John Reinstetle, Assistant Director and Forest Manager, UK Robinson Forest, Robinson Center (RCARS), UK Department of Forestry and Natural Resources 617 Clemons Fork Road Clayhole, KY 41317	Knott
002-00 00 006.00	UNIVERSITY OF KY	John Reinstetle, Assistant Director and Forest Manager, UK Robinson Forest, Robinson Center (RCARS), UK Department of Forestry and Natural Resources 617 Clemons Fork Road Clayhole, KY 41317	Knott
012-00 00 013.05	HURLEY LARRY JR & MICHELLE	5642 COUNTY ROAD #2 ZANESFIELD OH 43360	Knott
012-00 00 011.00	HURLEY LARRY JR & MICHELLE	5642 COUNTY ROAD #2 ZANESFIELD OH 43360	Knott
013-00 00 002.00	WESTERN POCAHONTAS PROPERTIES	5260 IRWIN ROAD HUNTINGTON WV 25705	Knott
023-00 00 005.01	ROBERTS LUCINDA EST C/O AMOS ROBERTS	826 HAWKINS RD WESTMORELAND TN 37186	Knott
023-00 00 006.00	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
023-00 00 006.00	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
024-00 00 002.00	WESTERN POCAHONTAS PROPERTIES	5260 IRWIN ROAD HUNTINGTON WV 25705	Knott
035-00 00 001.00	GREEN RICKY & KATIE	2028 ELMROCK DECOY RD ELMROCK KY 41640	Knott
036-00 00 002.00	YODER DANIEL & EUNICE	222 SUNSHINE LANE LEBURN KY 41831	Knott
024-00 00 003.00	LADNER INVESTMENT PROPERTIES LLC C/O WESLEY & RITA RUDOLPH	1865 Elk View Drive, Leburn, KY 41831	Knott

024-00 00 004.00	HAYS COLBY C/O CHRIS HAYS	45 FAWN LANDING, SOMERSET, KY 42503	Knott
025-00 00 024.00	CONLEY BARRY	P O BOX 108 HINDMAN KY 41822	Knott
024-00 00 005.01	DOBSON HOMER ARDITH & SHIRLEY ROSS GIBSON	149 BUCKHORN ROAD VEST KY 41772	Knott
014-00 00 004.00	FALLEN ROCK LAKE C/O DONNA HICKS	PO BOX 256 HINDMAN KY 41822-0481	Knott
014-00 00 003.00	DOBSON GEORGE EST C/O STACY CHESTER	P O BOX 11 VEST KY 41772	Knott
014-00 00 002.00	FALLEN ROCK LAKE C/O DONNA HICKS	PO BOX 256 HINDMAN KY 41822-0481	Knott
015-00 00 064.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
015-00 00 063.01	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
015-00 00 063.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
015-00 00 061.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
015-00 00 059.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
005-00 00 006.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
005-20 00 005.00	RITCHIE TIMOTHY W	7680 VEST TALCUM RD TALCUM KY 41722	Knott
005-20 00 003.00	CORE CAPITAL LLC	176 LEESBURG PIKE GEORGETOWN KY 40324	Knott
005-20 00 002.00	CORE CAPITAL LLC	176 LEESBURG PIKE GEORGETOWN KY 40324	Knott
005-00 00 019.00	CORE CAPITAL LLC	176 LEESBURG PIKE GEORGETOWN KY 40324	Knott
005-00 00 019.02	CORE CAPITAL LLC	176 LEESBURG PIKE GEORGETOWN KY 40324	Knott
005-00 00 019.01	CORE CAPITAL LLC	176 LEESBURG PIKE GEORGETOWN KY 40324	Knott
005-00 00 018.01	ICG NATURAL RESOURCES LLC C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS MO 63141	Knott
131-00 00 027.02	GLOVER BRENDA ROSE	5145 BERKSHIRE SOUTH BOULEVARD GREENWOOD, IN 46142	Perry
131-00 00 027.04	SPARKS STEPHANIE	614 BROOKVILLE AVE INDIANAPOLIS, IN 46203	Perry
131-00 00 029.02	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 029.00	ICG NATURAL RESOURCES LLC C/O ARK LAND COMPANY	1 CITY PLACE DR, SUITE 300 ST LOUIS, MO 63141-	Perry
131-00 00 029.01	FUGATE HERSHEL D. & CHERYL A.	16 ALLIE DR ARY, KY 41712	Perry
132-00 00 007.00	ICG NATURAL RESOURCES LLC C/O ARK LAND COMPANY	1 CITY PLACE DR, SUITE 300 ST LOUIS, MO 63141	Perry
132-00 00 008.00	CORNETT VIOLET FUGATE	BOX 236 VICCO, KY 41773	Perry
132-00 00 004.01	KENTUCKY RIVER PROPERTIES LLC	PO BOX 269 HAZARD, KY 41702	Perry
131-00 00 018.00	SMITH DELLA MAE & HARVE	34 STACY BLVD ARY, KY 41712	Perry
131-00 00 014.02	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 006.00	NAPIER PAULA & LARRY	745 BALLS FORK RD ARY, KY 41712	Perry
131-00 00 006.00	NAPIER PAULA & LARRY	745 BALLS FORK RD ARY, KY 41712	Perry
131-00 00 013.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 014.00	LIBERTY LAND LLC	223 E CEDAR DRIVE PIKEVILLE, KY 41501	Perry
131-00 00 014.01	CRAWFORD RUTH P	244 CRAWFORD LN HAZARD, KY 41701	Perry
131-00 00 017.00	CLEMONS SYLVIA & EARL	PO BOX 37 ARY, KY 41712	Perry
131-00 00 011.00	STACY CHESTER C/O DR. J W STACY	1805 GREENSPPOINT COVE JONESBORO, AR 72401	Perry
131-00 00 007.00	BARTOE GARY M & GWENDOLYN C	P O BOX 433 ARY, KY 41712	Perry
131-00 00 010.02	HONEYCUTT STACY LYNN	PO BOX 771 BULAN, KY 41722	Perry
131-00 00 008.00	PERRY COUNTY FISCAL COURT	481 MAIN STREET SUITE 100 HAZARD, KY 41701	Perry
131-00 00 009.00	EMBRY TIMOTHY M & MONA L C/O WELLS FARGO REAL ESTATE TAX SERV	MAC X2502-011 - 1 COME CAMPLUS DES MOINES, IA 50328-0001	Perry
132-00 00 001.00	STACY DARRELL & PAULINE	BOX 194 ARY, KY 41712	Perry
132-00 00 002.00	LITTLE THOMAS & SHERRI	10328 NORTH COUNTY - 550 EAST PITTSBORO, IN 46167	Perry
113-00 00 002.02	HELMUTH DWIGHT WILLIAM & TIFFANY	121 BALL BRANCH CEMETERY RD, ARY, KY 41712	Perry
113-00 00 002.00	CHANEY'S GROCERY	PO BOX 326 ARY, KY 41712	Perry
113-00 00 002.00	CHANEY'S GROCERY	PO BOX 326 ARY, KY 41712	Perry
113-00 00 001.00	WILLIAMS WATSON 111 & TINA LYNN C/O CAROLYN JEAN WILLIAMS	14308 KY HWY 476 ARY, KY 41712	Perry
112-00 00 051.00	CROWE BLANDA KAY	PO BOX 2173 HAZARD, KY 41702	Perry
112-00 00 050.00	CAMPBELL JENNIFER LIN	11 GRANDS LANE HAZARD, KY 41701	Perry
112-00 00 047.00	SPURLOCK VICTOR EST & WILLIE FAY	PO BOX 394 ARY, KY 41712	Perry
112-00 00 048.02	STRONG WILLIAM R & DIANA	P O BOX 7 DWARF, KY 41739	Perry
112-00 00 021.00	STACY ROBIN P & KAREN SUE	585 WILLIAMS BRANCH ROAD HAZARD, KY 41701	Perry
112-00 00 019.00	HALL REBECCA DAWN	6096 CENTRAL RIDGE RD MT. OLIVET, KY 41064	Perry
112-00 00 017.00	DAVIS REGINA CAROL	821 WILLIAMS BRANCH ROAD HAZARD, KY 41701	Perry
112-00 00 016.00	CALHOUN KEISHA CHANEY	PO BOX 407 ARY, KY 41712	Perry
112-00 00 009.00	SLOVER TROY & SHANNON	PO BOX 1 BONNYMAN, KY 41719	Perry
112-00 00 009.02	HOLLAND, BEECHER C/O PEOPLES BANK ATTN: ESCROW DEPT.	PO BOX 989 HAZARD, KY 41702	Perry
112-00 00 009.01	SLOVER TROY & SHANNON	PO BOX 1 BONNYMAN, KY 41719	Perry
112-00 00 010.00	CAMPBELL SALLY M & MARCUS TAULBEE	1016 WILLIAMS BRANCH ROAD HAZARD, KY 41701	Perry
112-00 00 005.00	ICG NATURAL RESOURCES LLC C/O ARK LAND COMPANY	1 CITY PLACE DR, SUITE 300 ST LOUIS, MO 63141	Perry
112-00 00 001.00	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry
111-00 00 001.01	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry
205-00-00-011.00	ICG NATURAL C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS, MO 63141	Breathitt
215-00-00-001.00	U K FORESTRY SUMMER CAMP	John Reinstetle, Assistant Director and Forest Manager, UK Robinson Forest, Robinson Center (RCARS), UK Department of Forestry and Natural Resources 617 Clemons Fork Road Clayhole, KY 41317	Breathitt
005-00 00 006.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
112-00 00 048.03	STRONG WILLIAM	P O BOX 7 DWARF, KY 41739	Perry
005-00 00 009.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott
005-00 00 005.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott

Breathitt Advocate  
 PO Box 1015  
 Jackson, KY 41339

# Invoice

Date	Invoice #
1/24/2025	7118

<b>Bill To</b>
Pierce Stevenson 400 West Market St. Suite 3200 Louisville, KY 40202

<b>Affidavit of Service Rendered</b>
State of Kentucky - County of Breathitt The undersigned having been duly sworn, deposes that the following billed ads were printed in the Breahitt Advocate on the date shown in the item description section of this invoice on the page number listed on this invoice.
<i>Kimberly Thorpe</i> Subscribed and sworn before me this <u>24</u> day of <u>Jan</u> 20 <u>25</u> .
<i>Ray</i> Notary Public My commission expires: <u>3/3/2027</u>

Quantity	Item Code	Description	Price Each	Amount
	Advertisement	Starfire Solar Project Notice 1/15/25 page 6	168.00	168.00
			<b>Total</b>	\$168.00

# Advocate Classifieds

First Place Award Winning Page

Wednesday, January 15, 2025 Pg. 6

KPA Advertising Awards

<p>*Kitchen Cabinets *Mobile Home Doors and Windows</p>	<h2>JACKSON WINDOW &amp; SIDING SUPPLY</h2> <p>587 Armory Dr., Jackson, KY Located just below the National Guard Armory</p> <h3>Metal Roofing, Lumber, and Building Supplies</h3> <p>CALL TODAY &amp; SAVE (606) 666-2958</p>	<p>*Bath Tubs &amp; Showers *Silver Mine Stone *Insulation *Drywall</p>
---	---	---

## FOR SALE OR RENT



All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18.

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free telephone number for the hearing impaired is 1-800-927-9275.

Support a local business. We are Breathitt County's ONLY 100% Locally Owned Newspaper.

Mine Safety Classes Call (606) 601-9490

### Advertisement for Breathitt County Schools Local Planning Committee Public Forum and Meeting

The Breathitt County Schools' Local Planning Committee will conduct a PUBLIC FORUM on Monday, January 27th, 2025, at 5:30 p.m. at the Breathitt County Elementary Auditorium located at 90 LBJ road, Jackson Ky 41339.

This meeting is an informal gathering to encourage local participation through community suggestions relative to future utilization of existing school facilities and construction of new school facilities. These community suggestions or recommendations will be closely monitored by the Local Planning Committee. This meeting will be immediately followed by a meeting of the Breathitt County Local Planning Committee.

<h2>East KY Safety Training</h2> <p>AHA CPR, First Aid, AED and Other Trainings</p>	<p>Phone: <b>(606) 568-8924</b></p> <p>Since 1989</p>
---	---

## HOROSCOPES

**ARIES** - Mar 21/Apr 20- Aries, charm is one of your strongest attributes. This week your magnetism is magnified and can work to your advantage. You might attract people who can help with a situation.

**TAURUS** - Apr 21/May 21- Taurus, it is never easy to reevaluate finances and cut back. However, this is the week when you likely have to keep your credit card in your wallet; otherwise, the bills add up.

**GEMINI** - May 22/Jun 21- Gemini, now is the time to turn great opportunities into big ideas. Make a plan of action and spell out the steps necessary to see an opportunity come to fruition. Ask for help, if needed.

**CANCER** - Jun 22/Jul 22- Cancer, others are supportive of a new project you recently proposed. Maintain that support by staying focused on the tasks at hand. It's time to move things along.

**LEO** - Jul 23/Aug 23- You are open to new activities and friendships, Leo, Luckily, you may not have to work too hard to make these things happen. Bring new members into existing friend groups.

**VIRGO** - Aug 24/Sept 22- Do whatever it takes to have some quality time to yourself, Virgo. This may include taking a trip or booking a relaxing day at a nearby spa.

**LIBRA** - Sept 23/Oct 23- Libra, allow some time to pass by before offering an assessment. Responding too quickly might produce a knee-jerk reaction that could prove regrettable down the road.

**SCORPIO** - Oct 24/Nov 22- Take extra care dealing with a sticky situation at work, Scorpio. You may need to be very careful about checking for mistakes in detail-oriented tasks without stepping on any toes.

**SAGITTARIUS** - Nov 23/Dec 21- You might need to bargain to get something you want this week, Sagittarius. Figure out what you are willing to give up and then identify a person you can work with.

**CAPRICORN** - Dec 22/Jan 20- Clear communication is needed right now, Capricorn; otherwise, you may fall victim to hearsay or crossed signals. Get the facts before sharing your opinion.

**AQUARIUS** - Jan 21/Feb 18- Start contemplating big changes pertaining to your employment situation, Aquarius. An opportunity might come along that proves too good to pass up.

**PISCES** - Feb 19/Mar 20- The feelings you have for someone will help you overlook any imperfections you have noticed, Pisces. Keep your relationship strong by focusing on this person's good points.

**HUTCH AUTOMOTIVE**

615 HWY 15 North  
Jackson, KY 41339

Phone: (606) 666-7546  
(606) 666-7547  
Fax: (606) 666-7548

Scott Barnett  
Owner

1273 Main Street  
Jackson, KY 41339

Electric/Plumbing/Heating/Cooling/  
Concrete & Metal Septic Tanks

scott.jackson@electric@gmail.com  
(606) 666-4062 (606) 666-7333 Fax

## HOMETOWN PHARMACY OF JACKSON

95 Jackson Heights  
Jackson, KY 41339

**606-666-5500**

265 Highway 15 South, Suite 2

**606-666-5519**

## Lakeside Homes Inc.

New & Used Homes  
Singles, Sectionals, & Modulars

Fleetwood\* Clayton\* Norris\* Southern Estates\*

42 Jetts Drive  
Jackson, KY 41339

Phone 606-666-7558 Fax 606-666-5647  
Ellis Tincher Brenda Bailey

## Tire Works

615 HWY 15 NORTH  
JACKSON, KY

666-4927

Apier & Greg Robinson

## Tim Jones Trailer Park

2060 Quicksand Rd.  
Jackson, KY. 41339

Phone (606) 272-4619

1189 Main Street Jackson, KY  
(606) 666-5454  
Dine In or Carry Out

**NOTICE**

STMO Bn, LLC, is proposing to develop and construct the Starfire Solar Project, a 210-megawatt solar electric generating facility to be located in Knott, Breathitt, and Perry Counties, Kentucky. The proposed solar project will be situated on approximately 1,980 acres of land, with an address of 620 Balls Fork Road, Ary, Kentucky 41712. The project will consist of photovoltaic panels and their associated racking systems, inverters, collection system, project substation, and other equipment. STMO Bn, LLC, is required to file an application with the Kentucky State Board on Electric Generation and Transmission Siting ("Board") to obtain a certificate of construction for the proposed electric generating facility. This filing will occur in the coming weeks. This proposed construction is subject to approval by the Board, which can be reached at P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615, or via phone at (502) 564-3940. A person who wishes to become a party to a proceeding before the Board may, by written motion filed no later than thirty (30) days after the application has been submitted, request leave to intervene. A party may, upon written motion filed no later than thirty (30) days after an application has been filed, request the Board to schedule an evidentiary hearing at the offices of the Public Service Commission. A request for a local public hearing or local public information meeting shall be made by at least three (3) interested persons who reside in the county in which the plant is proposed to be located. The request shall be made in writing and shall be filed within thirty (30) days following the filing of a completed application.



# The Hazard Herald

P.O. Box 869 • Hazard, KY 41702 • (606) 436-5771 • Fax: (606) 436-3140

[jjones@hazard-herald.com](mailto:jjones@hazard-herald.com)

## AFFIDAVIT

I, Barb A. Skeens, of the Hazard Herald newspaper, published at Hazard, Kentucky, and having the largest circulation of any newspaper in Perry County, Kentucky do hereby certify that the Advertisement of Starfire Solar Project

Was published on the following dates:

Date: 1-16-2025 Page: 4B Column: 5

Date: \_\_\_\_\_ Page: \_\_\_\_\_ Column: \_\_\_\_\_

Date: \_\_\_\_\_ Page: \_\_\_\_\_ Column: \_\_\_\_\_

Date: \_\_\_\_\_ Page: \_\_\_\_\_ Column: \_\_\_\_\_

Signature: Barbara Skeens

Subscribed and Sworn To Before Me by Barbara A. Skeens

This 16 Day of January, 2025

Notary Public

Virginia Leah Jones

My Commission Expires the 25<sup>th</sup> Day of October, 2025  
Kentucky, State at Large  
Commission Number KYNP37556

**VIRGINIA LEAH JONES**  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
COMMISSION # KYNP37556  
MY COMMISSION EXPIRES OCTOBER 25, 2025



PLACING YOUR AD

OFFICE HOURS: Monday - Friday 8:30 a.m. - 5 p.m. ADDRESS: 100 Cooksey St., Hazard

PHONE: (606) 436-5771 FAX: (606) 436-3140

EMAIL: jjones@hazard-herald.com DEADLINE: Tuesday @ 4PM



General Policies: The Hazard Herald reserves the right to correctly classify, revise and edit all copy or reject any advertisement. All ads are prepaid unless an account has been established.

HAZARD & PERRY COUNTIES MOST AMAZING CLASSIFIEDS

Thursday, January 16, 2025 • Page 4B • Hazard Herald

TO OUR READERS

PUBLISHER'S NOTICE: All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin...



LEGAL

NOTICE OF INTENTION TO MINE

Pursuant to Application Number 866-0354 Amendment #2 In accordance with KRS 350.070, notice is hereby given that B & W Resources, Inc., 300 Liperote Way, London, Kentucky 40741 has applied for an Amendment to an existing surface coal mining and reclamation operation located 2.7 miles north-

LEGAL

east of Lower McIntosh in Leslie and Perry Counties. The amendment will add 134.1 acres and delete 104.1 acres making a total area of 415.0 acres within the amended permit boundary.

The proposed amendment area is approximately 0.2 miles north west from HWY 80 junction with Mudlick Road and located 0.2 miles west of Mudlick Fork of Right Fork of Big Creek.

The proposed amendment is located on the Hyden East U.S.G.S. 7.5 minute quadrangle area located 0.7 miles north of Telford in Perry County.

The amendment application has been filed for public inspection at the Division of Mine Reclamation and Enforcement - Middleboro Regional Office, 1804 E. Cumberland Avenue, Middleboro, Kentucky 40665. Written comments, objections or requests for a permit conference must be filed with the Director, Division of Mine Permits, 300 Sower Blvd., Frankfort, KY 40601.

LEGAL

NOTICE OF INTENTION TO MINE Pursuant to Application Number 897-5144 Renewal 7

In accordance with the provisions of KRS 350.055, notice is hereby given that Blue Diamond Mining, LLC, 250 West Main Street, Suite 2000, Lexington, Kentucky 40507 has applied for renewal of a permit for an underground coal mining operation affecting 12.5 surface acres and 1059.75 underground acres, totaling 1072.25 acres located 0.7 miles north of Telford in Perry County.

The operation is approximately 3.93 miles east of KY 463's junction with KY 699 and located on Jim Polly Branch.

The operation is located on the Telford U.S.G.S. 7.5 minute quadrangle area to be disturbed is owned by Kentucky River Coal Corporation. The operation will underlie land owned at the Division of Mine Reclamation and Enforcement - Middleboro Regional Office, 1804 E. Cumberland Avenue, Middleboro, Kentucky 40665.

The application has been filed for public inspection at the Division of Mine Reclamation and Enforcement - Hazard Regional Office, 556 Village Lane, Hazard, KY 41702. Written comments, objections or requests for a permit conference must be filed with the Director, Division of

LEGAL

Mine Permits, 300 Sower Boulevard, Frankfort, KY 40601.

NOTICE OF INTENTION TO MINE Pursuant to Application Number 897-5149 Renewal 6

In accordance with the provisions of KRS 350.055, notice is hereby given that Blue Diamond Mining, LLC, 250 West Main Street, Suite 2000, Lexington, Kentucky 40507 has applied for renewal of a permit for an underground coal mining operation affecting 12.5 surface acres and 522.53 underground acres, totaling 535.03 acres located 0.97 miles north of Cornettsville in Perry County.

The operation is approximately 0.5 miles north-west of KY Rt 7's junction with KY Rt 699 and located 0.23 miles north of the North Fork of Kentucky River.

The operation is located on the Vico U.S.G.S. 7.5 minute quadrangle map. The surface area to be disturbed is owned by Kentucky River Coal Corporation.

The operation will underlie land owned by Kentucky River Coal Corporation, Open Door Properties, LLC, Irene Blair, Glenn Baker, Clifford and Carol Campbell, Donald B. White, and Glenn Cornett Heirs (Gregory Clay Cornett and Pamela Jones Cornett, William E. & Debra Cornett).

LEGAL

PUBLIC NOTICE

STMO Bn, LLC, is proposing to develop and construct the Starfire Solar Project, a 210-megawatt solar electric generating facility to be located in Knott, Breathitt, and Perry Counties, Kentucky. The proposed solar project will be situated on approximately 1,980 acres of land, with an address of 620 Balls Fork Road, Arry, Kentucky 41712. The project will consist of photovoltaic panels and the associated tracking systems, inverters, collection system, project substation, and other equipment.

STMO Bn, LLC, is required to file an application with the Kentucky State Board on Electric Generation and Transmission Siting (Board) to obtain a certificate of construction for the proposed electric generating facility. This filing will occur in the coming weeks. This proposed construction is subject to approval by the Board, which can be reached at P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615, or via phone at (502) 564-3040. A person who wishes to become a party to a proceeding before the Board may, by written motion filed no later than thirty (30) days after the application has been submitted, request leave to intervene. A party may, upon written motion filed no later than thirty (30) days after the application has been filed, request the Board to schedule an evidentiary hearing at the offices of the Public Service Commission. A request for a local public hearing or local public information meeting shall be made by at least three (3) interested persons who reside in the county in which the plant is proposed to be located. The request shall be made in writing and shall be filed within thirty (30) days following the filing of a completed application.

PUBLIC NOTICE

Brownings Auto Sales will be attempting to secure a title for a 2008 Mini Cooper Vin #WMWRH335XK7 TL65920 titles to Randy Hackney. This vehicle is currently located at 5245 Ky. Hwy. 7, Viper, KY. If no attempt to collect this vehicle by January 24, 2025 a title application will be submitted by Brownings Auto Sales.

SERVICES

SMITH'S TREE SERVICE, QUALITY SERVICE, Great Results at Low, Affordable Prices. Fully Insured, Free Estimates, Chipper Service Available. (606) 785-0823, (606) 216-7728, (606) 216-7727 Rtc-st8/1-c-sts

Lost & Found

AS A SERVICE to our community, LOST & FOUND ads are always listed for free! Call Today! (606) 436-5771

Call Jenny at the Hazard Herald to place your Classified ad! 436-5771

Pass the Middleman...



Get the Best Price for Your Car!



Auto Classified Ads starting at ONLY \$6 for 20 Weeks. Place your ad by phone at 606-436-5771 or email jjenkins@hazard-herald.com www.hazard-herald.com

STATEWIDE CLASSIFIEDS

BUYING CARS We buy 8,000 cars a week. Sell your old, busted or junk car with no hoops, huggles or headaches. Sell your car to Peddle. Easy three step process. Instant offer. Free pickup. Fast payment. Call 1-844-440-0399

BUYING HOUSES

We Buy Houses for Cash AS IS! No repairs. No fuss. Any condition. Easy three step process. Call get cash offer and get paid. Get your fair cash offer today by calling The Best House: 1-888-287-5615

CABLE/UTILITIES

DIRECTV OVER INTERNET - Get your favorite live TV, sports and local channels, 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/ CHOICE Package or higher). No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-888-340-6138

AFFORDABLE TV & INTERNET

If you are overpaying for your service, call now for a free quote and see how much you can save! 1-877-548-7494

Get DISH Satellite TV + Internet!

Free Install, Free HD DVR Upgrade, \$0.00 On-Demand Movies, Plus Limited Time Up To \$600 In Gift Cards. Call Today! 1-855-633-4574

DIRECTV - All

your entertainment. Nothing on your roof! Sign up for DirecTV and get your first three months of Max, Paramount+, Showtime, Starz, MGM+ and Cinemax included. Choice package \$84.99/mo. Some restrictions apply. Call DIRECTV 1-866-292-5435

CELLULAR

Get Boost! Unlimited Talk, Text and Data For Just \$25/mo! The Power Of 3 5G Networks. One Low Price! Call Today and Get The Latest iPhone Every Year On Us! 855-841-2894

HOME IMPROVEMENT

NEED NEW WINDOWS? Drafty windows? Chipped or damaged frames? Need outside noise reduction? New, energy efficient windows may be the answer! Call for a consultation & FREE quote today. 1-844-592-3968. You will be asked for the zip code of the property when connecting.

REPLACE YOUR ROOF WITH THE BEST LOOKING AND LONGEST LASTING MATERIAL - steel from Erie Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer - up to 50% off installation + Additional 10% off install (for military, health workers & 1st responders.) Call Erie Metal Roofs: 1-888-306-0302

FOOD SERVICES

When you want the best, you want Omaha Steaks! 100% guaranteed and delivered to your door! Our Butcher's Deluxe Package makes a great gift and comes with 8

APPLICATION FOR EMPLOYMENT

Hazard Police Department

The Hazard Police Department will be accepting applications for Kentucky Law Enforcement Council certified Police Chief.

The position to be filled will carry the title of Police Chief as defined in the Hazard Police Department Policies and Procedures Administrative Manual. This will involve and require candidates to have existing and current certifications, training and experience to fulfill the responsibilities of the position of Police Chief.

A complete description of job duties may be obtained by contacting the City Manager at Hazard City Hall located at 700 Main Street, Hazard, Kentucky 41701 or via e-mail at tom.everson@hazardky.gov.

Applications will be available for submission to Hazard City Hall on or before January 17, 2025. Applications may be obtained from Hazard City Hall, 700 Main Street, Hazard, Kentucky 41701.

The City of Hazard is an equal opportunity employer.

INVITATION TO SUBMIT PROPOSALS

The Kentucky River Area Development District (KRADD) hereby requests proposals for General Legal Services.

This invitation is restricted to services for the KRADD only and proposals with respect to other agencies or projects shall not be submitted. Proposals are invited from any licensed Attorney-at-Law or Legal Firm, which can comply with all requirements.

This Request for Proposal (RFP) contains specific submission requirements, general scope of service requirements, as well as terms, conditions, and other pertinent information necessary for submitting a proposal. Interested firms can obtain the Request for Proposal package beginning January 3, 2025, on the KRADD website www.kradd.org or by calling (606)436-3158 to request a copy to be mailed.

Questions and inquiries should be directed via email only to: Tammy Couch, tammyc@kradd.org

Proposals must be received by the KRADD on or before February 18, 2025, at 4:30 p.m. (EST).

All proposal submissions shall be labeled as follows: PROPOSAL FOR LEGAL SERVICES Kentucky River Area Development District Attn: Tammy Couch 941 N Main St. Hazard, KY 41701

Electronic proposals will not be accepted.

The successful attorney or firm will have a working knowledge of KRADD policies, procedures, by-laws, and personnel policies such that they will be able to offer legal opinions to questions posed by KRADD.

The successful attorney or firm will have a working knowledge of statutes creating and governing Area Development Districts. They should also have a working knowledge of State and Federal mandates including, but not limited to HIPAA, FMLA, FLSA, EEOC, wage and hour laws.

ADVERTISE YOUR GARAGE SALE HERE

Call 436-5771 to place your ad.

JOB OPENING

Barrier Relief Supportive Services Coordinator

Eastern Kentucky Concentrated Employment Program, Inc. This position is a regular full-time position that reports to EKCEP's Recovery and Reentry Assistant Director. This position includes a variety of administrative functions, as outlined below. The primary focus of this position is to purchase a variety of goods and services for the BHCDP Barrier Relief Supportive Service Program. This position requires: processing all supportive service request received by Case Navigators and Career Navigators; provide quick "turn around" for all goods and services requested; purchasing all goods and services according to EKCEP's Financial Department Policies and Procedures; ensuring all supportive service request documents are complete and accurate; maintaining confidential records and handling confidential information with complete discretion; performing other duties assigned.

Qualified candidates should have the following skills or abilities: Prior purchasing experience is a plus. Excellent skills for verbal and written communication. Excellent organization skills and attention to detail. Possess the ability to establish and maintain effective working relationships. Possess the ability to provide excellent customer service. Update and compile data for monthly and quarterly reports; ensure timely submission of all reports. Maintain effective communication with case managers and case navigators via email and phone regarding referral submissions.

TO APPLY: Please email a resume to spoff@ekcep.org with the job title "Barrier Relief Supportive Service Coordinator" in the subject line. Resumes will be considered in the order they are received, and no resumes will be accepted after January 17, 2025. Position includes competitive salary with health, dental, vision, and retirement benefits.

EKCEP, Inc. is an equal opportunity employer.

# NEWSPAPER AFFIDAVIT

I **Tim Cody**, of the TROUBLESOME CREEK TIMES newspaper published at Hindman, Kentucky, and having the largest general circulation of any newspaper in KNOTT COUNTY, KENTUCKY, do hereby certify from my own knowledge and a check of the files of this newspaper, that the advertisement of:

PUBLIC NOTICE - Starfire Solar Project, a 210-megawatt solar electric generating facility

FOR STMO Bn, LLC

was inserted in the TROUBLESOME CREEK TIMES on the following dates:

Date **January 16, 2025** Page(s) **8** Column(s) **1-2**

Date \_\_\_\_\_ Page(s) \_\_\_\_\_ Column(s) \_\_\_\_\_

Date \_\_\_\_\_ Page(s) \_\_\_\_\_ Column(s) \_\_\_\_\_

Date \_\_\_\_\_ Page(s) \_\_\_\_\_ Column(s) \_\_\_\_\_

Date \_\_\_\_\_ Page(s) \_\_\_\_\_ Column(s) \_\_\_\_\_

Signature Tim Cody

Subscribed and sworn before me on this **16th** day of **January**, 2025, by the above.

NOTARY PUBLIC Karen Jones Cody

**NOTARY NAME** Karen Jones Cody

**TITLE** Notary Public

**JURISDICTION** State At Large

**NOTARY ID NUMBER** KYNP36742

**EXPIRATION DATE** September 18, 2025



### Public Notice

Notice is hereby given that George and Elisha Campbell at 11194 Hwy 7 S, Kite, KY 41828 has filed an application with the Energy & Environment Cabinet to build additions to their home including rooms and a front porch. The property is located from a red light in Hindman, turning right onto Highway 160, Go 2.671 miles and turn left onto Highway 899, go 14.200 miles and turn south on Highway 7. Continue 11.134 miles on the right. Any comments or objections concerning this application shall be directed in writing to: DOW/floodplain@ky.gov or Kentucky Division of Water, Floodplain Management Section, 300 Sower Blvd 3rd Floor, Frankfort, Kentucky 40601. ???/1/9:2t:pd by cc

### NOTICE OF PUBLIC MEETING

A public meeting for comments will take place at 10:00am on Monday, January 27, 2025 at 7777 Big Branch Road, Vicco, Kentucky, for the purpose of providing general information to the public regarding the Caney New Wastewater Treatment Plant project. The public is invited to attend and comment on such issues as economic and environmental impacts, service area, alternatives to the project or any other pertinent issues. 163/1/16:1t:b

### NOTICE OF INTENT TO FILE APPLICATION

The Knott County Water and Sewer District intends to file an application for federal financial assistance with the U. S. Department of Agriculture, Rural Development, Rural Utilities Service for the Caney New Wastewater Treatment Project. The project proposes to construct a new wastewater treatment plant. Any comments regarding this application should be submitted to the Knott County Water and Sewer District. 164/1/16:1t:b

### PUBLIC NOTICE

STMO Bn, LLC, is proposing to develop and construct the Starfire Solar Project, a 210-megawatt solar electric generating facility to be located in Knott, Breathitt, and Perry Counties, Kentucky. The proposed solar project will be situated on approximately 1,980 acres of land, with an address of 620 Balls Fork Road, Arly, Kentucky 41712. The project will consist of photovoltaic panels and their associated racking systems, inverters, collection system, project substation, and other equipment. STMO Bn, LLC, is required to file an application with the Kentucky State Board on Electric Generation and Transmission Siting ("Board") to obtain a certificate of construction for the proposed electric generating facility. This filing will occur in the coming weeks. The proposed construction is subject to approval by the Board, which can be reached at P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615, or via phone at (502) 564-3940. A person who wishes to become a party to a proceeding before the Board may, by written motion filed no later than thirty (30) days after the application has been submitted, request leave to intervene. A party may, upon written motion filed no later than thirty (30) days after an application has been filed, request the Board to schedule an evidentiary hearing at the offices of the Public Service Commission. A request for a local public hearing or local public information meeting shall be made by at least three (3) interested persons who reside in the county in which the plant is proposed to be located. The request shall be made in writing and shall be filed within thirty (30) days following the filing of a completed application. 165/1/16:1t:pd by cc

Knott County Board of Education  
Gregory Conn, Superintendent  
Hindman, Kentucky 41822 • 785-3153

### JOB POSTING

**Date Opened:** January 9, 2025  
**Date Closed:** January 23, 2025  
**Official Title of Position:** .5 Physical Education  
**Job Location:** Cordia School  
**Salary Range:** According to Salary Schedule  
**Contact Person:** Gregory Conn, Superintendent (606)785-3153  
**Brief Job Description:** Available upon request  
**Minimum Requirements:** Clear & satisfactory criminal records check, Negative Drug Screen; KDE Certificate. Immediate Availability.  
**Additional Job Requirements:** As assigned by Superintendent. **Applicant must submit an updated, signed application to the Superintendent of the Knott County Board of Education no later than 4 p.m. January 23, 2025, to be considered for an interview.**  
Applicant will be notified for an interview as soon as arrangements have been completed. The Knott County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or handicap in employment, educational programs, or activities as set forth in Title IX & VI & in Section 504. 158/1/9:2t:b

### BID NOTICE

The Knott County Fiscal Court is requesting bids for a new Peterbilt Tandem Dump Truck. For complete details on this project please call the Office of the Knott County Judge-Executive at 606-785-5592.

Bids will be accepted through 4:00 PM, Thursday, January 23, 2025. The bid will be awarded at a Knott County Fiscal Court meeting to be held through a Zoom video conference on January 24, 2025 at 9:00 AM.

The Knott County Fiscal Court reserves the right to reject any or all bids 168/1/16:1t:b



Attend Church this Sunday!



Knott County Board of Education  
Gregory Conn, Superintendent  
Hindman, Kentucky 41822 • 785-3153

### JOB POSTING

**Date Opened:** January 14, 2025  
**Date Closed:** January 28, 2025  
**Official Title of Position:** Speech Pathologist x 2  
**Job Location:** District  
**Salary Range:** According to Salary Schedule 195 days  
**Contact Person:** Gregory Conn, Superintendent (606)785-3153  
**Brief Job Description:** Available upon request  
**Minimum Requirements:** Clear & satisfactory criminal records check, Negative Drug Screen; KDE Certificate. Immediate Availability.  
**Additional Job Requirements:** As assigned by Superintendent. **Applicant must submit an updated, signed application to the Superintendent of the Knott County Board of Education no later than 4 p.m. January 28, 2025, to be considered for an interview.**  
Applicant will be notified for an interview as soon as arrangements have been completed. The Knott County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or handicap in employment, educational programs, or activities as set forth in Title IX & VI & in Section 504. 161/1/16:2t:b

Knott County Board of Education  
Gregory Conn, Superintendent  
Hindman, Kentucky 41822 • 785-3153

### JOB POSTING

**Date Opened:** January 14, 2025  
**Date Closed:** January 23, 2025  
**Official Title of Position:** .Bus Driver x 4  
**Job Location:** District  
**Salary Range:** According to the Board Salary Schedule  
**Contact Person:** Gregory Conn, Superintendent (606)785-3153  
**Brief Job Description:** Available upon request  
**Minimum Requirements:** Clear & satisfactory criminal records check, Negative Drug Screen; Complete Physical, high school diploma, GED or working towards GED.  
**Additional Job Requirements:** As assigned by Superintendent. **Applicant must submit an updated, signed application to the Superintendent of the Knott County Board of Education no later than 4 p.m. January 23, 2025, to be considered for an interview.**  
Applicant will be notified for an interview as soon as arrangements have been completed. The Knott County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or handicap in employment, educational programs, or activities as set forth in Title IX & VI & in Section 504. 159/1/8:1t:b

### BID NOTICE

The Knott County Fiscal Court is requesting bids for an NRCS repair project on Longhorn Branch. This project includes debris removal and rail and cribbing. Anyone interested in bidding must be fully qualified to complete the necessary work and able to provide proof of insurance and 3 references. There will be a pre-bid meeting on Tuesday, January 21, 2025 at 11:00am in the Knott County Courthouse. Anyone interested in bidding MUST attend this pre-bid meeting and include a 10% bid bond check with their bid. Bids will not be accepted from anyone that does not attend.

For complete details on this project please call the Office of the Knott County Judge-Executive at 606-785-5592.

Bids will be accepted through 4:00 PM, Thursday, January 23, 2025. The bid will be awarded at a Knott County Fiscal Court meeting to be held through a Zoom video conference on January 24, 2025 at 9:00 AM.

The Knott County Fiscal Court reserves the right to reject any or all bids. 169/1/16:1t:b

### BID NOTICE

The Knott County Fiscal Court is requesting bids for the demolition of five properties as part of the FEMA Buyout Program. All five properties are to be bid combined as one project. Anyone interested in bidding must be fully qualified to complete the necessary work and able to provide proof of insurance and 3 references. There will be a pre-bid meeting on Tuesday, January 21, 2025 at 9:00am in the Office of the Knott County Judge-Executive. Anyone interested in bidding MUST attend this pre-bid meeting. Bids will not be accepted from anyone that does not attend.

For complete details on this project please call the Office of the Knott County Judge-Executive at 606-785-5592.

Bids will be accepted through 4:00 PM, Thursday, January 23, 2025. The bid will be awarded at a Knott County Fiscal Court meeting to be held through a Zoom video conference on January 24, 2025 at 9:00 AM.

The Knott County Fiscal Court reserves the right to reject any or all bids. 167/1/16:1t:b

Knott County Board of Education  
Gregory Conn, Superintendent  
Hindman, Kentucky 41822 • 785-3153

### JOB POSTING

**Date Opened:** January 14, 2025  
**Date Closed:** January 28, 2025  
**Official Title of Position:** CSI Interventionist  
**Job Location:** Beaver Elementary School  
**Salary Range:** According to Salary Schedule 187 days  
**Contact Person:** Gregory Conn, Superintendent (606)785-3153  
**Brief Job Description:** Available upon request  
**Minimum Requirements:** Clear & satisfactory criminal records check, Negative Drug Screen; KDE Certificate. Immediate Availability.  
**Additional Job Requirements:** As assigned by Superintendent. **Applicant must submit an updated, signed application to the Superintendent of the Knott County Board of Education no later than 4 p.m. January 28, 2025, to be considered for an interview.**  
Applicant will be notified for an interview as soon as arrangements have been completed. The Knott County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or handicap in employment, educational programs, or activities as set forth in Title IX & VI & in Section 504. 160/1/16:2t:b

### Advertisement for Bids

Project No. 4663-0097 Mine Made Generator Project  
(Owner) Knott County Fiscal Court

Sealed bids for Mine Made Generator Project will be received by the Knott County Fiscal Court, 54 W Main St East, Hindman, KY 41822 to the office of Judge Jeff Dobson until 2 o'clock P.M. on January 31, 2025, and then at said office publicly opened and read aloud.

### Bid:

A mobile diesel generator and trailer for use during severe weather events with the following specifications: 100kW, 240 Volts, 100kW Running Load, 87kW Starting Load, EPA certified, three phase, step load, manual controls, maintenance agreement and warranty.

Sealed bids for the project shall be clearly marked on the outside of the envelope as follows:

### Sealed Bid For:

Mine Made Generator Project  
Generator

Not to be opened until January 31, 2025, 2:00pm

The Knott County Fiscal Court is an Equal Opportunity Provider and Employer. Small disadvantaged Business Enterprises including Minority Owned, Women Owned, Veteran Owned are encouraged to bid. For Hearing impaired you may call the State Relay Number 711 or TTY: 1-800-648-6056; Voice: 1-800-648-6057; Speech to Speech: 1-888-244-6111; Spanish to Spanish: 1-866-490-4403. The Contractor/Subcontractor will comply with 41 CFR 60-4. In regard to affirmative action, to ensure Equal Opportunity to Females and Minorities and Veteran Owned Business and will apply the time table and goal set forth in 41 CFR 60-4 if applicable to the area of the project.

Bidders must comply with Title VI of the Civil Rights Act of 1954, The Anti-Kickback Act, Contract Work Hours' Standard Act and 40CFR 31.36 L (3,4 & 6), 2012 by: President Executive Order No. 11246 as amended, which prohibit discrimination regarding Race, Creed, Color, Sex, or National Origin.

The information for bidders may be obtained by contacting Kentucky River Area Development District (KRADD), Trevor Pollard, Community Development Planner, at 941 N. Main Street Hazard, KY 41701, trevor@kradd.org, or (606) 436-3158.

No pre-bid conference will be held. The owner reserves the right to waive any informalities or to reject any or all bids.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. These include Section 3, Segregated Facility, Section 109 and E.O. 11246. Further, Title VI Minority bidders are encouraged to bid.

No bidder may withdraw his bid within 1 day after the actual date of the opening thereof. 162/1/16:1t:b



### INVITATION TO SUBMIT PROPOSALS

The Kentucky River Area Development District (KRADD) herewith requests proposals for General Legal Services.

This invitation is restricted to services for the KRADD only and proposals with respect to other agencies or projects shall not be submitted. Proposals are invited from any licensed Attorney-at-Law or Legal Firm, which can comply with all requirements.

This Request for Proposal (RFP) contains specific submission requirements, general scope of service requirements, as well as terms, conditions, and other pertinent information necessary for submitting a proposal. Interested firms can obtain the Request for Proposal package beginning January 3, 2025, on the KRADD website www.kradd.org or by calling (606)436-3158 to request a copy to be mailed.

Questions and inquiries should be directed via email only to: Tammy Couch tammyc@kradd.org

Proposals must be received by the KRADD on or before February 18, 2025, at 4:30 p.m. (EST).

All proposal submittals shall be labeled as follows:  
PROPOSAL FOR LEGAL SERVICES  
Kentucky River Area Development District  
Attn: Tammy Couch  
941 N Main St  
Hazard, KY 41701

Electronic proposals will not be accepted.

The successful attorney or firm will have a working knowledge of KRADD policies, procedures, by-laws, and personnel policies such that they will be able to offer legal opinions to questions posed by KRADD.

The successful attorney or firm will have a working knowledge of statutes creating and governing Area Development Districts. They should also have a working knowledge of State and Federal mandates including, but not limited to HIPAA, FMLA, FLSA, EEOC, wage and hour laws. 145/1/9:2t:b

**Exhibit E**

COMMONWEALTH OF KENTUCKY  
BEFORE THE KENTUCKY STATE BOARD ON  
ELECTRIC GENERATION AND TRANSMISSION SITING

In the Matter of:

ELECTRONIC APPLICATION OF STMO Bn, LLC )  
(STARFIRE) FOR A CERTIFICATE OF )  
CONSTRUCTION FOR AN APPROXIMATELY 210 )  
MEGAWATT MERCHANT SOLAR ELECTRIC )  
GENERATING FACILITY IN KNOTT, BREATHITT, )  
AND PERRY COUNTIES, KENTUCKY PURSUANT )  
TO KRS 278.700 AND 807 KAR 5:110 )

Case No. 2024-00255

**CERTIFICATION OF COMPLIANCE PURSUANT TO KRS 278.706(2)(d)**

Comes now David Gil, solely in my capacity as Senior Vice President of STMO Bn, LLC, and hereby states as follows:



1. I am over the age of 18 and a resident of Florida.
2. I am the Executive Vice President of BrightNight, LLC, the parent company of STMO Bn, LLC.
3. I have conducted an inquiry into the facts contained in this Statement and have found them to be true to the best of my knowledge and belief.
4. I hereby certify that the proposed facility as planned and to be constructed in unincorporated Breathitt County, Knott County, and Perry County, Kentucky, will be in compliance with any local noise control ordinances and planning and zoning ordinances.
5. There is no noise control ordinance applicable to unincorporated Breathitt County, Knott County, or Perry County.
6. There is no planning and zoning commission with jurisdiction over unincorporated Breathitt County, Knott County, or Perry County, and thus the project has no setback requirements.

Signed this 23rd day of January 2025.

  
\_\_\_\_\_  
David Gil  
Senior Vice President  
STMO Bn, LLC

**Exhibit F**


*Open House*  
**You're Invited!**  
**Meet the Newest OB/GYN Providers!**

**E.J. Horn, MD**  
 OB/GYN      **Amy Hurley, APRN**  
 OB/GYN

**Monday, May 13**  
**11 am to 1 pm**  
**424 Jett Drive, Jackson, KY**

Light refreshments provided



**JACKSON WOMEN'S CARE CLINIC**

Dr. Horn and Amy Hurley Are Providers at UK HealthCare

**NOTICE**

"BrightNight is proposing to develop and construct the Starfire Renewable Energy Project, an approximately 210-megawatt solar electric generating facility to be located in Breathitt, Knott, and Perry Counties, Kentucky, approximately 11 miles northeast of the City of Hazard. The public is invited to learn more about the project through the project's website and through three in-person informational sessions. You are welcome to attend one or more of these sessions; however, the same information will be provided at each. The project's website can be accessed at <https://brightnightpower.com/starfire-project/>. Additionally, you may email questions regarding the project to [joseph.albrecht@brightnightpower.com](mailto:joseph.albrecht@brightnightpower.com).

BrightNight will host a public informational session within each respective county to provide details about the proposed Starfire Renewable Energy Project, with project representatives available to answer questions from the community. **The public informational session within Perry County will be held on Wednesday, May 22, 2024, from 12-2 PM, at the Perry County Fiscal Court Room (481 Main St., Hazard, KY 41701).** The public informational session within Knott County will be held on Wednesday, May 22, 2024, from 4-6 PM, at the Knott County Fiscal Court Room (54 West Main St., Hindman, KY 41822). The public informational session within Breathitt County will be held on Thursday, May 23, 2024, from 12-2 PM, at the Breathitt County Fiscal Court Room (1137 Main St., Jackson, KY 41339)."

**EPullTabs Available at the Jackson Lions Club BINGO**  
**Opens at 3PM.-10PM. Each Friday at the Club located at 1528 Quicksand Road, Jackson, KY.**  
**BINGO begins at 5PM for Earlybird and 6PM. for BINGO.**










And More...

Charitable Gaming License Number ORG#0001290

**INSPECTION PERIOD FOR THE PROPERTY TAX ASSESSMENT ROLL**

The Breathitt County real property tax roll will be open for inspection from the 6th through the 20th of May 2024. Under the supervision of the property valuation administrator or one of the deputies, any person may inspect the tax roll.

This is the January 1, 2024 assessment on which state, county, and school taxes for 2024 will be due on or about November 1, 2024.

The tax roll is in the office of the property valuation administrator in the county courthouse and may be inspected between the hours of 9:00 AM and 3:00 PM Monday, Tuesday, Thursday, and Friday and on Wednesday and Saturday 9:00 AM to 11:00 AM.

Any taxpayer desiring to appeal an assessment on real property made by the PVA must first request a conference with the PVA or a designated deputy. The conference may be held prior to or during the inspection period.

Any taxpayer still aggrieved by an assessment on real property, after the conference with the PVA or designated deputy, may appeal to the county board of assessment appeals.

The taxpayer can appeal his assessment by filing in person or sending a letter or other written petition stating the reason for appeal, identifying the property and stating the taxpayer's opinion of the fair cash value of the property.

The appeal must be filed with the county clerk's office no later than one workday following the conclusion of the inspection period.

A taxpayer failing to appeal to the county board of assessment appeals, or failing to appear before the board, either in person or by designated representative, will not be eligible to appeal directly to the Kentucky Board of Tax Appeals.

Appeals of personal property shall not be made to the county board of assessment appeals. Personal property taxpayers shall be served notice under the provisions of KRS 132.450(4) and shall have the protest and appeal right granted under the provisions of KRS 131.110.

The following steps should be taken when a taxpayer does not agree with the assessment value of personal property as determined by the property valuation administrator.

- (1) He or she must list under protest (for certification) what he or she believes to be the fair cash value or his or her property.
- (2) He or she must file a written protest directly with the Department or Revenue, Office of Property Valuation within 30 days from the date of the notice of assessment.
- (3) This protest must be in accordance with KRS 131.110.
- (4) The final decision of the Department of Revenue may be appealed to the Kentucky Board of Tax Appeals.

Ernie Allen Jr.  
Breathitt County  
Property Valuation Administrator



**SUBSCRIBE NOW!**

**The Local News**  
*Is Just the Beginning*



**Thank you for supporting your ONLY 100% Locally Owned Newspaper!**  
**Home Delivery By Mail**  
**\$2.50 a month\***  
Call (606) 693-0170 today or go to [www.breathittnews.com](http://www.breathittnews.com)  
 \*Any one household needs to be a Co. Truly Sub.

Your Community...Your Family...  
 Your Interests...Your Home...Your World...  
*It's All a Part of Your Local Newspaper!*











**The Breathitt Advocate**  
*Your Hometown Newspaper*  
 In Print & Online  
 (606) 693-0170 | [www.breathitt.news](http://www.breathitt.news)

**Subscribe To The Advocate**  
**Your Hometown Newspaper**

Check One:  In-County \$30  Out-Of-County In State \$35  
 Out of State \$42  Online \$20

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Mail Payment and Form To: The Breathitt Advocate, PO Box 1015  
 Jackson, KY 41339. For Questions or credit card payments,  
 Please Call 606-693-0170.



Breathitt Advocate  
PO Box 1015  
Jackson, KY 41339

# Invoice

Date	Invoice #
5/6/2024	6530

**PAID**  
05/08/2024

Affidavit of Service Rendered	
Bill To	
Pierce Stevenson 400 West Market St. Suite 3200 Louisville, KY 40202	State of Kentucky - County of Breathitt The undersigned having been duly sworn, deposes that the following billed ads were printed in the Breathitt Advocate on the date shown in the item description section of this invoice on the page number listed on this invoice.  <i>Kimberly Thorne</i> Subscribed and sworn before me this <u>6</u> day of <u>May</u> 20 <u>24</u> .  <i>Beth Thorne</i> Notary Public My commission expires: _____

Quantity	Item Code	Description	Price Each	Amount
	Advertisement	Legal Notice - BrightNight 5/1/2024 page 10	168.00	168.00
			<b>Total</b>	\$168.00

PLACING YOUR AD

OFFICE HOURS: Monday - Friday 8:30 a.m. - 5 p.m. ADDRESS: 100 Cooksey St., Hazard (606) 436-3140

EMAIL: jones@hazard-herald.com DEADLINE: Tuesday @ 4PM

MasterCard VISA AMERICAN EXPRESS DISCOVER General Policies: The Hazard Herald reserves the right to correctly classify, revise and edit all copy or reject any advertisement. All ads are prepaid unless an account has been established.

HAZARD & PERRY COUNTIES MOST AMAZING CLASSIFIEDS

Thursday, May 2, 2024 - Page 4B - Hazard Herald

TO OUR READERS

PUBLISHER'S NOTICE

All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention to make any such preference, limitation or discrimination. Family includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination, call HUD toll-free at 1-800-669-9777. The toll-free number for the hearing impaired is 1-800-927-9275.



LEGAL

NOTICE OF INTENTION TO MINE

Pursuant to Application Number 897-0591, Renewal 8 In accordance with KRS 350.055, notice is hereby given that ICG Hazard LLC, 250 West Main Street, Suite 2000, Lexington, Kentucky 40507, has applied for renewal of a permit for an existing surface coal mining and reclamation operation affecting 1,170.00 acres located approximately 1.70 miles southeast of Engle in Perry County.

The operation is located approximately 2.82 miles southeast from KY 156 junction with KY Route 2446 and located on Rockhouse Fork of Lost Creek.

The proposed operation is located on the Haddix, Noble, Krypton, and Hazard North U.S.G.S. 7 1/2 minute quadrangle maps. The operation will not involve relocation of the public road. The operation will not involve closure of the road. This is a re-mining operation of previously placed refuse.

The application has been filed for public inspection at the Department of Natural Resources, Division of Mine Reclamation and Enforcement Hazard Regional Office, 556 Village Lane, Hazard, KY 41702. Written comments, objections, or requests for a permit conference must be filed with the Director, Division of Permits, 300 Sower Blvd., Frankfort, Kentucky 40601. 4x-4/18-5/9-p-age-1

LEGAL

Duff and Wavelene Jones, Johnny and Brenda Jones.

The application has been filed for public inspection at the Division of Mine Reclamation and Enforcement Hazard Regional Office, 556 Village Lane, Hazard, KY 41702. Written comments, objections or requests for a permit conference must be filed with the Director, Division of Mine Permits, 300 Sower Boulevard, Frankfort, KY 40601. 4x-4/25-9/16-pig-89

NOTICE OF INTENTION TO MINE

Pursuant to Application Number 897-9019 NW

In accordance with the provisions of KRS 350.055, notice is hereby given that Advance Green Energy, Inc., 233 Birch Street, Hazard, Kentucky 41701 has applied for a permit for a surface coal refuse recovery operation affecting 11.1 acres located 0.5 miles east of Harvorton in Perry County.

The proposed operation is approximately 0.76 miles east of the junction of KY 267 and CR 1062 and located on First Creek of the North Fork of the Kentucky River.

The proposed operation is located on the Hazard North U.S.G.S. 7 1/2 minute quadrangle map. The surface area to be affected is owned by Kentucky River Properties, LLC. The operation will affect an area within 100 feet of CR 1062. The operation will not involve relocation of the public road. The operation will not involve closure of the road. This is a re-mining operation of previously placed refuse.

The application has been filed for public inspection at the Department of Natural Resources, Division of Mine Reclamation and Enforcement Hazard Regional Office, 556 Village Lane, Hazard, KY 41702. Written comments, objections, or requests for a permit conference must be filed with the Director, Division of Permits, 300 Sower Blvd., Frankfort, Kentucky 40601. 4x-4/18-5/9-p-age-1

NOTICE IS HEREBY GIVEN THAT ADMINISTRATIVE ACTIONS HAVE BEEN GRANTED ON THE FOLLOWING ESTATES BY THE DISTRICT COURT DECEASED; FIDUCIARY & ADDRESS: DATE OF AP.

LEGAL

POINTMENT; LAST DATE CREDITORS CAN FILE CLAIMS; AT-TORNEY REP-RESENTING FIDUCIARY AND ADDR: Coleman McDaniel; Ruth Shirley McDaniel PO Box 092 Awam, KY 41713; 04/04/2024; 10/10/2024; NA Donald Lee Wagner; Geraldine Grimes-Lewis 1431 NE 201 St. Terrace Miami, FL 33179; 04/04/2024; 10/10/2024; Jacob Moak PO Box 510 Prestonsburg, KY 41653 Omeda Campbell; Omeda Argonis 4282 Lost Creek Road Hazard, KY 41701; 04/11/2024; 10/17/2024; Sarah-James Sendor, Esq., Elder Law Guidance PO Box 2036 Richmond, KY 40476 William Jack Pratt; Helen Pratt 316 Locust St Hazard, KY 41701; 04/18/2024; 10/24/2024; NA Phillip Wesley Fugate; Melinda Wall PO Box 1658 Murray, KY 42071; 04/19/2024; 10/24/2024; Heidi A Hopfensperger 48 Independence Drive Hazard, KY 41701 Stephen P. Bingham; Jennifer Lynn Bingham 54 Dogwood Valley Lane Busy, KY 41723; 04/25/2024; 10/31/2024; NA Sally Langdon; Timothy Wayne Langdon 207 Walker Lane Busy, KY 41723; 04/25/2024; 10/31/2024; NA Sam Thorpe; Deborah Louise Hall 245 Bass Pond Glen Drive Nicholasville, KY 40356; 04/25/2024; 10/31/2024; NA 1x-5/2-c-pdc-13

ADVERTISE-MENT FOR BIDS IFB # 2024-2

The Hazard Housing Authority, the Awarding Authority, invite sealed bids from General Contractors for the demolition of one building for the Hazard Housing Authority in Hazard, Kentucky, in accordance with the IFB documents. The Project consists of: labor, materials, and equipment to demolish the building, removal of all debris and materials at the site (in relation to the demolition and the sites prior use), and secure the site. This includes asbestos abatement; the contractor must be certified in asbestos abatement and comply per the inspection report in the bid documents. All contracts are voided if funds are not available. General Bids will be received until 9:00 AM, Friday, May 10th, 2024 and publicly opened, at 2:00 P.M. on May

LEGAL

10th, 2024. No Pre-Bid Site visit is scheduled. Bidders are welcome to view the sites at their own leisure. The address of the building is 108 Mountain Avenue, Hazard, Kentucky. All Bids should be clearly labeled and delivered to: Hazard Housing Authority, 100 Campbell Street, Room A, Hazard, KY 41701, and received no later than the date and time specified above. Bid Forms and Contract Documents will be available at the Housing Authority of Hazard beginning May 2nd, 2024. The project website is at https://bright-nightpower.com. BrightNight will host a public informational session within each respective county to provide details about the proposed Starfire Renewable Energy Project, with project representatives available to answer questions from the community. The public informational session within Perry County will be held on Wednesday, May 22, 2024, from 12-2 PM, at the Perry County Fiscal Court Room (481 Main St., Hazard, KY 41701). The public informational session within Knott County will be held on Thursday, May 23, 2024, from 12-2 PM, at the Breathitt County Fiscal Court Room (1137 Main St., Jackson, KY 41339). 1x-5/2-c-pdc-11

PUBLIC NOTICE

BrightNight is proposing to develop and construct the Starfire Renewable Energy Project, an approximately 210-megawatt solar electric generating facility to be located in Breathitt, Knott,

LEGAL

and Perry Counties, Kentucky, approximately 11 miles northeast of the City of Hazard. The public is invited to attend informational sessions. You are welcome to attend one or more of these sessions; however, the same information will be provided at each. The project website can be accessed at https://bright-nightpower.com. Additionally, you may email questions regarding the project to joseph@bright-nightpower.com.

Public Hearing Notice

Recreational Trails Program Buckhorn Trail Development Project The City of Buckhorn is hosting a public meeting on the proposed Buckhorn Trail Development Project RTP application. The specific purpose of this meeting is to discuss the use of funding to renovate and construct approxi-

LEGAL

ately 16-20 ft wide and 2-4 miles of trails with (3) covered rest areas, with (1) being utilized as an additional emergency shelter located at the top of the hill. Phase 1 of this project will develop a non-motorized trail that will accommodate walking, jogging, hiking, bicycling, and/or mountain biking. Phase 1 Trail design will also implement safety standards and estimate features that can comply with ADA. To provide a forum for discussion, the City of Buckhorn will be hosting an open meeting on: Date: May 20, 2024 Time: 5:45 PM Location: Children & Family Services Building Conference Room Address: 116 Buckhorn Lane, Buckhorn, KY 41701 The public is invited to review and voice their opinion on the proposed activities and potential impacts of the project. Anyone wishing to support or oppose the proposed project can also submit written com-

LEGAL

ments to 941 North Main Street, Hazard, KY 41701, ATTN: Donna Stacy. 1x-5/2-c-cob-9

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

LEGAL

ments to 941 North Main Street, Hazard, KY 41701, ATTN: Donna Stacy. 1x-5/2-c-cob-9

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

LEGAL

ments to 941 North Main Street, Hazard, KY 41701, ATTN: Donna Stacy. 1x-5/2-c-cob-9

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

LEGAL

ments to 941 North Main Street, Hazard, KY 41701, ATTN: Donna Stacy. 1x-5/2-c-cob-9

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

LEGAL

FUEL BIDS The Perry County Board of Education will receive bids for TRANSPORTATION EQUIPMENT/SUPPLIES on May 9, 2024 at 10:00am. The bid specifications can be obtained on the district website at www.perry.kyschools.us, or by contacting William Ritchie at the Bus Garage of the Perry County Board of Education, 315 Park Ave, Hazard, KY 41701. The Perry County Board of Education reserves the right to accept or reject any/all bids that may be submitted. The Perry County Board of Education does not discriminate on the basis of race, color, or national origin, age, religion, sex, genetic information, political affiliation or disability in employment programs, or activities. 1x-5/2-c-pcbe-12

NOTICE

Please Take Notice that on May 1, 2024, Kentucky Power Company ("Kentucky Power") expects to file with the Kentucky Public Service Commission ("Commission") an application for approval of revisions to its Demand-Side Management ("DSM") / Energy Efficiency ("EE") programs, which will expand its existing Targeted Energy Efficiency Program and add two new DSM/EE programs, called the Home Energy Improvement Program (available to qualifying residential customers) and the Commercial Energy Solutions Program (available to qualifying commercial customers).

The new programs will provide energy audits by trained professionals to help qualifying customers identify cost saving opportunities, as well as offer incentives for upgrading to more energy efficient products.

The Company will propose revisions to its Tariff Demand Side Management Adjustment Clause ("Tariff D.S.M.C.") and to increase the DSM surcharge factor. The proposed effective date for the revised and new DSM/EE programs and the increased DSM surcharge factors is May 31, 2024. However, Kentucky Power anticipates that the Commission may suspend the effective date of these proposals to conduct a review of Kentucky Power's application.

The proposed changes to Kentucky Power's DSM/EE portfolio, if approved, will result in changes to the DSM surcharge factor, calculated under Tariff D.S.M.C. The present rates and the proposed rates for each customer classification to which the proposed rates will apply are shown in the table below:

Table with 4 columns: Electric Rate Class, Current Charge per kWh, Proposed Charge per kWh, and % Increase. Rows include Residential, General Service - Secondary, General Service - Primary, General Service - Subtransmission, Large General Service - Secondary, Large General Service - Primary, Large General Service - Subtransmission, Municipal Waterworks, and Industrial General Service.

The average customer monthly usage, and the effect upon the average bill for each customer classification to which the proposed rates will apply are shown in the table below. The annual increase to the DSM charge resulting from the proposed changes to the DSM/EE portfolio is \$912,998 (+330.0%) for residential classes and \$804,037 (+4,434.9%) for commercial classes. These proposed increases are reflective of the fact that Kentucky Power is proposing new programs that do not currently exist, and which are not currently reflected in rates. The Company's proposals in this proceeding will affect the average monthly customer bill only slightly, as demonstrated in the table below:

Table with 4 columns: Electric Rate Class, Average Monthly Customer Usage (kWh), Average Monthly Bill \$ Increase, and Average Monthly Bill % Increase. Rows include Residential, General Service - Secondary, General Service - Primary, General Service - Subtransmission, Large General Service - Secondary, Large General Service - Primary, Large General Service - Subtransmission, Municipal Waterworks, and Industrial General Service.

Any person by timely written request for intervention filed with the Public Service Commission may request leave to intervene in the Commission proceeding to review Kentucky Power's application. The motion shall be submitted to the Public Service Commission, 211 Sower Boulevard, P. O. Box 615, Frankfort, Kentucky 40602-0615, and shall establish the grounds for the request, including the status and interest of the party. If the Commission does not receive a written request for intervention within 30 days of the initial publication of this notice the Commission may take final action on the tariff filing.

Written comments on the Company's proposals may be submitted to the Public Service Commission by mail to the address listed above or via the Commission's website: http://psc.ky.gov. The rates and terms of service contained in this notice are the rates and terms of service proposed by Kentucky Power. The Commission may order rates to be changed and/or terms of service that differ from the proposed rates and terms of service contained in this notice.

Any person may examine the Company's application at Kentucky Power's offices located at 1645 Winchester Avenue, Ashland, Kentucky 41101; 12333 Kevin Avenue, Ashland, KY 41102; 1400 E. Main St., Hazard, KY 41701; and 3248 North Mayo Trail, Pheasant, KY 41501; or by visiting the Company's website: www.kentuckypower.com.

A copy of the Company's application and any related documents Kentucky Power may file with the Public Service Commission may be examined Monday through Friday from 8:00 a.m. through 4:30 p.m. at the offices of the Commission at the address listed above, or through the Commission's website: http://psc.ky.gov.

Kentucky Power Company 1645 Winchester Avenue Ashland, KY 41101 1-800-572-1113 Public Service Commission 211 Sower Boulevard Frankfort, KY 40602 502-664-3940



# The Hazard Herald

P.O. Box 869 · Hazard, KY 41702 · (606) 436-5771 · Fax: (606) 436-3140

[jjones@hazard-herald.com](mailto:jjones@hazard-herald.com)

## AFFIDAVIT

I, Barb A. Skeens, of the Hazard Herald newspaper, published at Hazard, Kentucky, and having the largest circulation of any newspaper in Perry County, Kentucky do hereby certify that the Advertisement of Bright Night Starfire's Renewable

Energy Project

Was published on the following dates:

Date: 5-2-2024 Page: 4B Column: 4, 5 & 6

Date: \_\_\_\_\_ Page: \_\_\_\_\_ Column: \_\_\_\_\_

Date: \_\_\_\_\_ Page: \_\_\_\_\_ Column: \_\_\_\_\_

Date: \_\_\_\_\_ Page: \_\_\_\_\_ Column: \_\_\_\_\_

Signature: Barb Skeens

Subscribed and Sworn To Before Me by Barbara A. Skeens

This 2 Day of May, 2024

Notary Public

Virginia Jones

My Commission Expires the 25<sup>th</sup> Day of October, 2025

Kentucky, State at Large

Commission Number KYNP37556

VIRGINIA LEAH JONES  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
COMMISSION # KYNP37556  
MY COMMISSION EXPIRES OCTOBER 25, 2025



**INSPECTION PERIOD FOR THE PROPERTY TAX ASSESSMENT ROLL**

The Knott County real property tax roll will be opened for inspection from May 6 through May 20, 2024. Under the supervision of the property valuation administrator (PVA) or one of the deputies, any person may inspect the tax roll.

This is the January 1<sup>st</sup>, 2024 assessment on which 2024 taxes are based.

The tax roll is in the office of the property valuation administrator in the county courthouse and may be inspected between the hours 8:00 a.m. and 4:00 p.m.

Any taxpayer desiring to appeal an assessment on real property made by the PVA must first request a conference with the PVA or a designated deputy. The conference may be held prior to or during the inspection period. Written documentation supporting your opinion of value will continue to be required. However, you will be instructed on the best method to submit your documentation after contacting our office regarding your request to have a conference.

Any taxpayer still aggrieved by an assessment on real property, after the conference with the PVA or designated deputy, may appeal to the county board of assessment appeals.

The appeal must be filed with the county clerk's office no later than one work day following the conclusion of the inspection period. Please contact the county clerk's office to receive instructions on the method the office is using to accept appeals this year and to obtain a form that can be used to file your appeal.

Any taxpayer failing to appeal to the county board of assessment appeals, or failing to appear before the board, either in person or by designated representative, will not be eligible to appeal directly to the Kentucky Board of Tax Appeals.

Appeals of personal property assessments shall not be made to the county board of assessment appeals. Personal property taxpayers shall be served notice under the provisions of KRS 132.450(4) and shall have the protest and appeal rights granted under the provisions of KRS 131.110.

The following steps should be taken when a taxpayer does not agree with the assessed value of personal property as determined by the property valuation administrator:

- (1) Taxpayer must list under protest (for certification) what he believes to be the fair cash value of his property.
- (2) Taxpayer must file a written protest directly with the Department of Revenue, Office of Property Valuation within 30 days from the date of the notice of assessment.
- (3) This protest must be in accordance with KRS 131.110.
- (4) The final decision of the Department of Revenue may be appealed to the Kentucky Board of Tax Appeals.

*Tom Fung*  
Property Valuation Administrator

Knott County

756/52:1tb

**Notices of Intent to Mine**

**NOTICE OF INTENTION TO MINE Pursuant to Application Number 860-8024 Renewal No. 8**

In accordance with KRS 350.055, notice is hereby given that B & W Resources, Inc., 300 Liperote Way, London, Kentucky 40741 has applied for an renewal to an existing surface coal mining

and reclamation operation located 3.0 miles north of Sasafaras in Knott County. The permit consists of 96.43 surface acres.

The proposed operation is located approximately 3.0 miles north from KY Route 1088's junction with KY Route 15 and located 0.25 miles south of Kelly Fork in Knott County.

The operation is located on the Vicco U.S.G.S 7 1/2' minute quadrangle map. The surface and underground area disturbed is owned by Kentucky River Properties LLC..

The renewal application has been filed for public inspection at the Division of Mine Reclamation and Enforcement's Hazard Branch Office, 556 Village Lane, P.O. Box 851, Hazard, Kentucky 41702. Written comments, objections, or requests for a permit conference must be filed with the Director, Division of Mine Permits, 300 Sower Blvd., Frankfort, Kentucky 40601.

This is the final advertisement in this application; all comments, objections or requests for a permit conference must be received within 30 days of this date.

738-4/11:4t\*b

**NOTICE OF SECOND READING OF ORDINANCES**

The Fiscal Court of the County of Knott, Kentucky, at a meeting to be held at the Knott County Courthouse at 10:00AM local time, on May 20, 2024, will consider for passage, the following ordinances:

1. ORDINANCE 2024-0415A, APRIL ROAD CHANGES AN ORDINANCE APPROVING CHANGES TO THE COUNTY ROAD MAINTENANCE SYSTEM BECKHAM LN; FIONA LN; MICKEY CASEBOLT RD
2. BUDGET AMENDMENT #2024-03 OF THE OPERATING BUDGET OF THE KNOTT COUNTY FISCAL COURT FOR FISCAL YEAR 2023-2024
3. BUDGET AMENDMENT #2024-04 OF THE OPERATING BUDGET OF THE KNOTT COUNTY FISCAL COURT FOR FISCAL YEAR 2023-2024

A complete copy of the ordinances may be reviewed at the office of the Judge/Executive, County of Knott, Kentucky at 54 West Main Street. 762/5:2:1tb

**PUBLIC NOTICE**

BrightNight is proposing to develop and construct the Starfire Renewable Energy Project, an approximately 210-megawatt solar electric generating facility to be located in Breathitt, Knott, and Perry Counties, Kentucky, approximately 11 miles northeast of the City of Hazard. The public is invited to learn more about the project through the project's website and through three in-person informational sessions. You are welcome to attend one or more of these sessions; however, the same information will be provided at each. The project's website can be accessed at <https://brightnightpower.com/starfire-project/>. Additionally, you may email questions regarding the project to [joseph.albrecht@brightnightpower.com](mailto:joseph.albrecht@brightnightpower.com).

BrightNight will host a public informational session within each respective county to provide details about the proposed Starfire Renewable Energy Project, with project representatives available to answer questions from the community. The public informational session within Perry County will be held on Wednesday, May 22, 2024, from 12-2 PM, at the Perry County Fiscal Court Room (481 Main St., Hazard, KY 41701). The public informational session within Knott County will be held on Wednesday, May 22, 2024, from 4-6 PM, at the Knott County Fiscal Court Room (54 West Main St., Hindman, KY 41822). The public informational session within Breathitt County will be held on Thursday, May 23, 2024, from 12-2 PM, at the Breathitt County Fiscal Court Room (1137 Main St., Jackson, KY 41339).

758/5:2:1tb

**USDA Rural Development Community Facilities Grant Appalachian Artisan Center Cody-Young Buildings Elevators Rehabilitation Project**

To all interested citizens of Knott County, Kentucky.

The USDA Rural Development is accepting application material under the Community Facility Program. The Appalachian Artisan Center intends to apply for assistance to rehabilitate and reinstall their elevators in the historic Cody and Young Buildings in downtown Hindman. The Appalachian Artisan Center will hold a public hearing on Monday, May 20th at 11:00 a.m., at the Appalachian Artisan Center located at 30 Main Street E., Hindman, KY 41822.

The purpose of this hearing is to provide general information to the public regarding the use of USDA Rural Development grant funds for the rehabilitation of the elevators.

The public is invited to attend and comment on such issues as economic impact, service area, alternatives to the project or any other pertinent issues.

757/5:2:1tb

**BID NOTICE**

The Knott County Fiscal Court is requesting bids for additional drilling repairs on Poplar Hollow Rd. This project includes removal of debris as well as railing and cribbing. Anyone interested in bidding must be fully qualified to complete the necessary repairs and able to provide proof of insurance and 3 references. There will be a pre-bid meeting on Tuesday, May 7, 2024 at 9:00am in the Office of the Knott County Judge-Executive. A site visit will follow the pre-bid meeting. Anyone interested in bidding MUST attend this pre-bid meeting and site visit. Bids will not be accepted from anyone that does not attend.

For complete details on this project please call the Office of the Knott County Judge-Executive at 606-785-5592.

Bids will be accepted through 4:00 PM, Thursday, May 9, 2024. The bid will be awarded at a Knott County Fiscal Court meeting to be held through a Zoom video conference on May 10, 2024 at 9:00 AM. The Knott County Fiscal Court reserves the right to reject any or all bids. 761/5:2:1tb

**ADVERTISEMENT FOR BIDS**

**Knott County Fiscal Court Mine Made Adventure Park**

Separate sealed BIDS for the construction of The Proposed project is a rebid and includes the previously bid Multipurpose Building and Bathroom. The Alternates will include Parking and Street Lighting. One ADA Cabin and Standard Cabins will be provided by the Knott County Judge Executive, Jeff Dobson at the office of the Knott County Fiscal Court, via hand delivery, USPS mailing address: PO Box 505, Hindman, KY 41822 or FedEx/UPS: 54 West Main St., Hindman, KY 41822 until 2:00 PM, (Standard Time-Daylight Savings Time) Wednesday, May 22, 2024, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

PEIRMJE and B&P Design Knott County Fiscal Court  
3213 Summit Square Place 54 W Main Street  
Suite 100 Hindman, KY 41822  
Lexington, KY 40509 (606)785-5592  
(859) 543-9873

There is to be a pre-bid meeting held at 1:00 PM, on Wednesday, May 15, 2024 at the Knott County ATV Center located at 760 Sutton Memorial Drive, Leburn, Kentucky. All potential bidders are encouraged to attend.

Please note Davis-Bacon Wage Rates and Related Acts will apply to contractors and subcontractors performing construction on this project. Under this Act, contractors will be required to pay wages as specified in the current wage determination made by the Secretary of Labor. A current copy of this wage determination notice will be provided in the bid documents. Minority bidders are encouraged to bid. All contractors and subcontractors are required to be registered with SAM.gov. Funding will be provided by KY AML, AMLER and ARC through the Knott County Fiscal Court. Bidders must comply with all applicable laws and regulations for construction projects receiving Federal aid including, but not limited to, the Civil Rights Act of 1964, the Contract Work Hours and Safety Standards Act, the American Iron and Steel Act (AIS), and the Davis-Bacon Act as amended.

Copies of the Contract Documents may be obtained on Thursday, May 2, 2024 at the office of Lynn Imaging, located at 328 Old Vine St., Lexington, Kentucky, 40507, (800)-888-0693 upon receipt of a non refundable printing cost of \$350.00 plus shipping per set. Digital Copies will be available for download for \$263.00 please contact Lynn Imaging for details. There will be a 24-hour turn around on all orders.

Bids shall be accompanied by a certified check or bid bond made payable to the Knott County Fiscal Court in an amount not less than 5 percent of the base bid. No bidder may withdraw his bid for a period of 90 days after the date bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid re-ceived after the time and date specified shall not be considered and will be returned unopened to the bidder.

Award will be made to the lowest, responsive, responsible bidder. The Knott County Fiscal Court is an Equal Opportunity Employer. The Knott County Fiscal Court reserves the right to reject any or all bids. 759/5:2:1tb



**NOTICE**

Please Take Notice that on May 1, 2024, Kentucky Power Company ("Kentucky Power") expects to file with the Kentucky Public Service Commission ("Commission") an application for approval of revisions to its Demand Side Management ("DSM") / Energy Efficiency ("EE") programs, which will include its existing Targeted Energy Efficiency Program and add two new DSM/EE programs, called the Home Energy Improvement Program (available to qualifying residential customers) and the Commercial Energy Solutions Program (available to qualifying commercial customers).

The new programs will provide energy audits by trained professionals to help qualifying customers identify cost saving opportunities, as well as offer incentives for upgrading to more energy efficient products.

The Company will propose revisions to its Tariff Demand Side Management Adjustment Clause ("Tariff D.S.M.C.") and to increase the DSM surcharge factor. The proposed effective date for the revised and new DSM/EE programs and the increased DSM surcharge factor is May 31, 2024. However, Kentucky Power anticipates that the Commission may suspend the effective date of these proposals to conduct a review of Kentucky Power's application.

The proposed changes to Kentucky Power's DSM/EE portfolio, if approved, will result in changes to the DSM surcharge factor calculated under Tariff D.S.M.C. The present rates and the proposed rates for each customer classification to which the proposed rates will apply are shown in the table below:

Electric Rate Class	Current Charge per kWh	Proposed Charge per kWh
Residential	\$0.00149	\$0.00614
Residential Time-of-Day	\$0.00149	\$0.00644
General Service - Secondary	\$0.000016	\$0.000565
General Service - Primary	\$0.000016	\$0.000565
General Service - Subtransmission	\$0.000016	\$0.000565
General Service Time-of-Day	\$0.000016	\$0.000565
Large General Service - Secondary	\$0.000016	\$0.000565
Large General Service - Primary	\$0.000016	\$0.000565
Large General Service - Subtransmission	\$0.000016	\$0.000565
Large General Service Time-of-Day	\$0.000016	\$0.000565
Municipal Waterworks	\$0.000016	\$0.000565
Industrial General Service	N/A	N/A

The average customer monthly usage, and the effect upon the average bill for each customer classification to which the proposed rates will apply are shown in the table below. The annual increase to the DSM charge resulting from the proposed changes to the DSM/EE portfolio is \$612,898 (+330.0%) for residential classes and \$204,037 (+4,434.0%) for commercial classes. These proposed increases are reflective of the fact that Kentucky Power is proposing new programs that do not currently exist, and which are not currently reflected in rates. The Company's proposals in this proceeding will affect the average monthly customer bill only slightly, as demonstrated in the table below:

Electric Rate Class	Average Monthly Customer Usage (kWh)	Average Monthly Bill \$ Increase	Average Monthly Bill % Increase
Residential	1,140	\$0.56	0.25%
Residential Time-of-Day	1,546	\$0.77	0.37%
General Service - Secondary	1,573	\$0.31	0.37%
General Service - Primary	8,817	\$0.12	0.42%
General Service - Subtransmission	9,596	\$5.57	0.39%
General Service Time-of-Day	1,698	\$1.10	0.39%
Large General Service - Secondary	62,484	\$36.50	0.45%
Large General Service - Primary	103,091	\$59.88	0.47%
Large General Service - Subtransmission	106,709	\$62.00	0.69%
Large General Service Time-of-Day	56,410	\$32.78	0.52%
Municipal Waterworks	16,402	\$10.49	0.48%
Industrial General Service	N/A	N/A	N/A

Any person by timely written request for intervention filed with the Public Service Commission may request leave to intervene in the Commission proceeding to review Kentucky Power's application. The motion shall be submitted to the Public Service Commission, 211 Sower Boulevard, P. O. Box 615, Frankfort, Kentucky 40602-0615, and shall establish the grounds for the request, including the status and interest of the party. If the Commission does not receive a written request for intervention within 30 days of the initial publication of this notice the Commission may take final action on the tariff filing.

Written comments on the Company's proposals may be submitted to the Public Service Commission by mail to the address listed above or via the Commission's website: <http://psc.ky.gov>. The rates and terms of service contained in this notice are the rates and terms of service proposed by Kentucky Power; the Commission may order rates to be changed and/or terms of service that differ from the proposed rates and terms of service contained in this notice.

Any person may examine the Company's application at Kentucky Power's offices located at 1645 Winchester Avenue, Ashland, Kentucky 41101; 12333 Kevlin Avenue, Ashland, KY 41102; 1400 E. Main St. Hazard, KY 41701; and 3248 North Mayo Trail, Pikeville, KY 41501; or by visiting the Company's website: [www.kentuckypower.com](http://www.kentuckypower.com).

A copy of the Company's application and any related documents Kentucky Power may file with the Public Service Commission may be examined Monday through Friday from 8:00 a.m. through 4:30 p.m. at the office of the Commission at the address listed above, or through the Commission's website: <http://psc.ky.gov>.

NEWSPAPER AFFIDAVIT

I, Sharon R. Hall of the TROUBLESOME CREEK TIMES newspaper, published at HINDMAN, KENTUCKY, and having the largest general circulation of any newspaper in KNOTT COUNTY, KENTUCKY, do hereby certify from my own knowledge and a check of the files of this newspaper, that the advertisement of:

Public Notice to develop & construct the starfire Renewable Energy Project

For BrightNight

was inserted in the TROUBLESOME CREEK TIMES on the following dates:

Date 5/2/2024 Page 8 Column 1 + 2

Date \_\_\_\_\_ Page \_\_\_\_\_ Column \_\_\_\_\_

Date \_\_\_\_\_ Page \_\_\_\_\_ Column \_\_\_\_\_

Date \_\_\_\_\_ Page \_\_\_\_\_ Column \_\_\_\_\_

Signature: Sharon R. Hall

Subscribed and sworn before me on this 9th day of May, 2024, by the above.

NOTARY PUBLIC Judith Ann Hall

My commission expires October 15, 2027



13123 E Emerald Coast Pkwy  
Ste B#158  
Inlet Beach, FL 32461  
info@brightnightpower.com

May 7, 2024

**RE: Starfire Renewable Energy Project Community Outreach**

Dear Neighbor,

BrightNight is proposing to develop and construct an approximately 210-megawatt solar electric generating facility to be located in Breathitt, Knott, and Perry Counties, Kentucky, approximately 11 miles northeast of the City of Hazard. As a neighbor to the project, you are invited to learn more about the project through the project's website and through three in-person informational sessions. You are welcome to attend one or more of these sessions; however, the same information will be provided at each.

The public informational session within Perry County will be held on Wednesday, May 22, 2024, from 12-2 PM, at the Perry County Fiscal Court Room (481 Main St., Hazard, KY 41701). The public informational session within Knott County will be held on Wednesday, May 22, 2024, from 4-6 PM, at the Knott County Fiscal Court Room (54 West Main St., Hindman, KY 41822). The public informational session within Breathitt County will be held on Thursday, May 23, 2024, from 12-2 PM, at the Breathitt County Fiscal Court Room (1137 Main St., Jackson, KY 41339).

At any of these informational sessions, you can expect to learn about utility-scale solar development, Starfire project specifics, and what to expect during construction and project operations. We would also like to take this opportunity to get to know our neighbors and introduce BrightNight and the project team. In the meantime, please feel free to contact the project team at the contact information provided below. Your questions or concerns are welcome at any time.

BrightNight recognizes our projects have a long-term presence in the communities where they are sited, and we value your input during this process.

Best regards,

A handwritten signature in black ink that reads "Joseph Albrecht".

Joseph Albrecht  
Director of Development

Phone: (859) 380-7781

Email: [joseph.albrecht@brightnightpower.com](mailto:joseph.albrecht@brightnightpower.com)

Company Website: [www.brightnightpower.com](http://www.brightnightpower.com)

Project Website: <https://brightnightpower.com/starfire-project/>





123	11	112-00 00 047.00	SPURLOCK VICTOR EST & WILLIE FAY	PO BOX 394 ARY, KY 41712	Perry	Adjoiner
124	11	112-00 00 048.02	STRONG WILLIAM R & DIANA	P O BOX 7 DWARF, KY 41739	Perry	Adjoiner
125	11	112-00 00 028.00	CAMPBELL WALTER RONALD	1999 NW 55th Avenue Road, Ocala, FL 34482	Perry	Adjoiner
126	11	112-00 00 021.00	STACH ROBIN P & KAREN SUE	585 WILLIAMS BRANCH ROAD HAZARD, KY 41701	Perry	Adjoiner
127	11	112-00 00 019.00	RITCHIE LARRY & GLYNNETTA	785 WILLIAMS BR RD HAZARD, KY 41701	Perry	Adjoiner
128	11	112-00 00 017.00	DAVIS REGINA CAROL	821 WILLIAMS BRANCH ROAD HAZARD, KY 41701	Perry	Adjoiner
129	11	112-00 00 016.00	CALHOUN KEISHA CHANEY	PO BOX 407 ARY, KY 41712-	Perry	Adjoiner
130	11	112-00 00 009.00	SLOVER TROY & SHANNON	PO BOX 1 BONNYMAN, KY 41719	Perry	Adjoiner
131	11	112-00 00 009.02	HOLLAND, BEECHER C/O PEOPLES BANK ATTN: ESCROW DEPT.	PO BOX 989 HAZARD, KY 41702	Perry	Adjoiner
132	11	112-00 00 009.01	SLOVER TROY & SHANNON	PO BOX 1 BONNYMAN, KY 41719	Perry	Adjoiner
133	11	112-00 00 010.00	CAMPBELL SALLY M & MARCUS TAILBEE	1016 WILLIAMS BRANCH ROAD HAZARD, KY 41701	Perry	Adjoiner
134	11	112-00 00 005.00	ICG NATURAL RESOURCES LLC C/O ARK LAND COMPANY	1 CITY PLACE DR, SUITE 300 ST LOUIS, MO 63141-	Perry	Adjoiner
135	11	112-00 00 001.00	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry	Adjoiner
136	7, 11	111-00 00 001.01	ICG NATURAL RESOURCES LLC	ONE CITYPLACE DR SUITE 300 ST LOUIS, MO 63141	Perry	Adjoiner
137	3, 7, 8, 11	205-00 00 011.00	ICG NATURAL C/O ARK LAND CO	1 CITY PLACE DR SUITE 300 SAINT LOUIS, MO 63141	Breathitt	Adjoiner
138	1, 2, 3, 4, 7, 8	215-00 00 001.00	U K FORESTRY SUMMER CAMP	John Reinstette, Assistant Director and Forest Manager, UK Robinson Forest, Robinson Center (RCARS), UK Department of Forestry and Natural Resources 617 Clemons Fork Road Clayhole, KY 41317	Breathitt	Adjoiner
139	12	005-00 00 006.00	MOUNTAIN PROPERTIES INC	122 ROY CAMPBELL DR HAZARD KY 41701-9407	Knott	Adjoiner
140	11	112-00 00 048.03	STRONG WILLIAM	P O BOX 7 DWARF, KY 41739	Perry	Adjoiner

**BRIGHTNIGHT**

Power when you need it

# Starfire Development



## Starfire Solar Project Overview

### ✓ LOCATION

Approximately 2,000 acres of private former mine land in Knott, Perry, & Breathitt Counties

### ✓ CAPACITY

210 MW<sub>AC</sub> solar fully contracted– enough to power the equivalent of 50,000 homes

### ✓ GRID CONNECTION

Point of Interconnection (POI) through PJM: AEP KY Power's Harbert 138kV Substation

### ✓ CONSTRUCTION START

Estimated Q2 2026

### ✓ COMMERCIAL OPERATION DATE

(when the project starts producing energy)

Estimated Q3 2027

## Who's paying for the project?

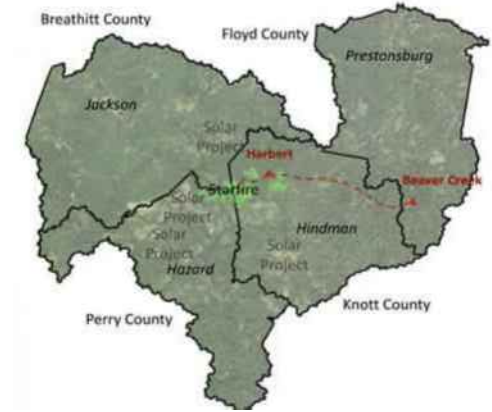
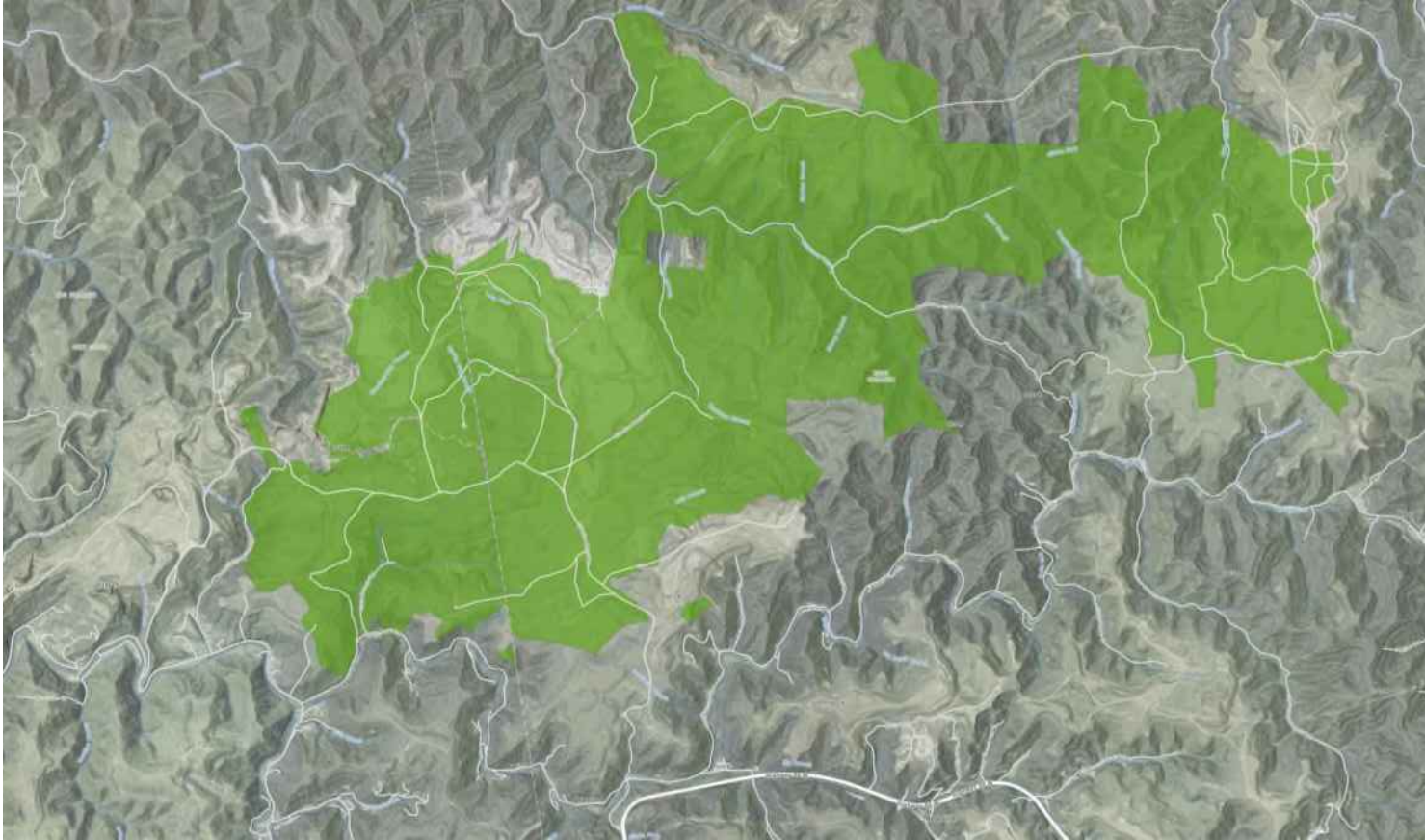
- The Starfire Solar Project has three customers. Rivian Automotive, The Nature Conservancy, and a customer to be announced in the coming weeks.
- Each customer is funding the project through a power purchase agreement (PPA).
- The renewable power produced helps those companies meet their sustainability goals and offset the power they use elsewhere in the state.

## Where is the power going?

- Power generated from the Starfire project will go onto the local grid and be used by homes and businesses in the region.
- When companies invest in solar projects like Starfire, it pushes more power onto the grid helping to improve reliability and resiliency, and help reduce energy burden (when a service area pays for electricity).
- Starfire is a particularly valuable source of resilient electricity generation thanks to its high ground location.

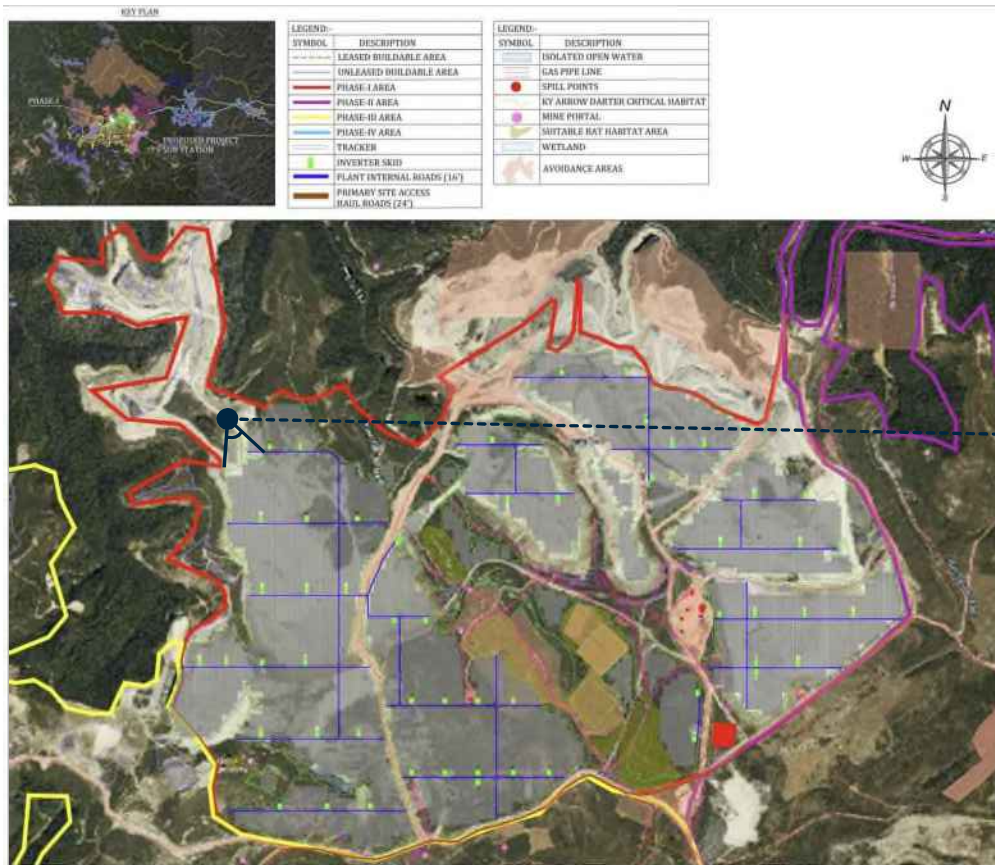


~2,000 of 7,000 Acres of Participating Property across 3 landowners will be utilized for a 210MWac project



Participating Landowner

# Preliminary Layout for 210 MWac





**BRIGHTNIGHT**

Power when you need it

# Starfire Community Benefits





# Community Benefits

The largest private capital investment in the region's history



## Conservation

### The Nature Conservancy

- Earmark areas around the project site for reforestation with support from TNC for White Oak and Shortleaf Pine
- Plan and implement site design considerations to maximize wildlife habitat and forest connectivity
  - Establish reforestation areas for White Oak and Shortleaf Pine
  - Design and implement habitat connectivity corridors
  - Implement wildlife-friendly fencing practices
  - Coordinate with UK and other partners on learning pilots for conservation-focused reclamation and reforestation



## Workforce Development

### Education and Local Hiring

- Commitment to hiring locally for all project phases
- Launch Solar Electrician program at the Hazard Community and Technical College
- Coordinate with KY Chamber Center for Diversity, Equity, and Inclusion for project hiring
- Coordination with the KY Career Center Workforce Development System



## Community-Directed Philanthropy

### The Foundation for Appalachia KY Grow Appalachia

- Operate the bnCommunity Fund hosted by FAKY using revenue from the Starfire Project to fund community selected initiatives in the areas of conservation and workforce development
- Fund the development of a community agricultural space and educational program to support healthy living practices

# What can Solar do in Appalachia to supplement existing tax base?

**The proposed Starfire Solar project would make a significant economic contribution to the Commonwealth of Kentucky during construction of the project:**

- The proposed Starfire Solar project would provide an estimated one-time pulse of economic activity to the Commonwealth of Kentucky (including the project region) during construction of Phase 1 supporting approximately:
  - 250 direct, indirect, and induced job years.
  - \$16.5 million in associated wages and benefits.
  - \$55.7 million in economic output.
  - \$2.2 million in state and local tax revenue.

**The proposed Starfire Solar project would also help ensure reclamation efforts of the mine land are completed, resulting in the release of associated reclamation bonds that can be reinvested into the mining company's operations in the Commonwealth of Kentucky.**

- Reinvestment of the estimated bond money into the mining operations in Kentucky would support approximately:
  - 28 direct, indirect, and induced jobs.
  - \$2.0 million in associated wages and benefits.
  - \$8.3 million in economic output.

Table 1: Estimated One-Time Economic and Fiscal Impact on the Project Region from Construction of Phase 1 of the Starfire Solar Project (2023 Dollars)<sup>27</sup>

Phase 1	Employment (Job Years)	Wages and Benefits	Output
1 <sup>st</sup> Round Direct Economic Activity	61	\$4,917,400	\$23,953,300
2 <sup>nd</sup> Round Indirect and Induced Economic Activity	84	\$3,309,300	\$11,529,800
<b>Total Economic Activity</b>	<b>145</b>	<b>\$8,226,700</b>	<b>\$35,483,100</b>
<b>Fiscal Impact</b>			
<b>State and Local Tax Revenue</b>			<b>\$1,268,200</b>

\*Totals may not sum due to rounding.

**BRIGHTNIGHT**

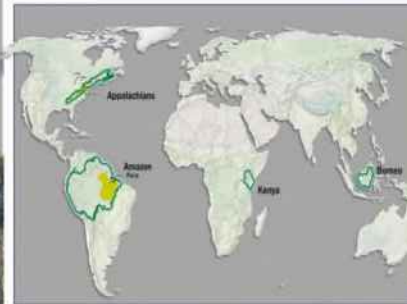
Power when you need it

# Starfire Environmental & Permitting



# Climate, Conservation, and Communities (3C) for Starfire

- Planning to create at least 100 acres of new tree conservation area
  - Will likely plant short leaf pine or white oak trees
- Planning a clearly delineable north/south wildlife corridor to ensure larger game, elk, can traverse the mountain
- Partnering with TNC & UK on grass seed mix considerations
- Partnering with TNC on wildlife friendly fencing best practices
- BrightNight, The Nature Conservancy, Rivian, and the Foundation for Appalachian Kentucky will demonstrate best practices for climate, conservation, and communities (3C) on mine land to solar projects



Migrations in Motion: The Central Appalachians are the most important Climate Migration Corridor in North America



## Power with Purpose: Collaboration between Rivian and TNC

Innovative partnership enables participation of smaller non-profit buyer, elevates community, conservation and climate benefits, and strengthens commitment to the region



▶ Anchor PPA offtaker  
Optimize impact + economics



▶ Partial REC Offtaker  
3C screening and implementation



Starfire Mountain

▶ Project developer  
Focus on mining to renewables



## Permit Process

- **May** – Public Information Meetings
- **August** – Application to the Kentucky Siting Board
- **February '25** – Public hearing to review application
- **TBD** – KY Siting Board shares a decision

## Permitting the Starfire Project

BrightNight is working with a team of consultants to complete studies and prepare an application for a Construction Certificate (KRS 278.700-718).

The Kentucky Siting Board (KSB), which will include two appointed local representatives, will use their own consultants in review of the application. The KSB process is designed to include public participation throughout.

An evidentiary hearing will be held prior to the KSB decision, which includes sworn expert testimony.

The KY Siting Board review focuses on three areas:

1. Impact to surrounding community;
2. Economic impacts; and
3. Impact onto the electric transmission grid.



# DNR Mine Permit Change & Environmental Studies

Solar facilities are subject to extensive diligence and oversight from federal, state, and local agencies, requiring many studies and plans to create the best project possible for host communities.

## KY DNR Permit Status

- Post Mine Land Use Change to Commercial/Industrial Planned prior to solar construction commencement
  - If a permit has yet received a complete release pursuant to 405 KAR 10:040 Section 2 (4) (c) and the approved post mining land use needs to be revised, the Permittee must submit a Major Revision to the Division of Mine Permits to address the post mining land use change.
  - Major Revisions require advertisement in the newspaper of largest circulation of the county or counties in which the permit is located.

## Diligence included in project planning

- Wetland and waterbody delineation
- Protected species habitat assessment
- Phase I environmental site assessment
- Cultural resources review
- Traffic impact study
- Socioeconomic assessment
- Erosion and sediment control plan
- Property value assessment
- Noise evaluation
- Visual assessment
- Landscaping plans
- Glare study
- Federal Aviation Administration review
- Decommissioning plan

# REPRESENTATIVE VIEWS FROM CLOSEST RESIDENTIAL AREAS

Project infrastructure is not visible and fully obscured by the topography and vegetation



## PHOTOGRAPH INFORMATION

**Location**  
View from the former mining access road within project of proposed development.

**Date and Time**  
Nov 8, 2023, 8:33AM

**Geolocation**  
Latitude: 37.38243209°  
Longitude: -83.10818292°

**Distance from viewpoint to the closest infrastructure**  
0.25 miles to closest solar arrays

Under current engineering, the site is not anticipated to be visible.



# REPRESENTATIVE VIEWS FROM CLOSEST RESIDENTIAL AREAS



### PHOTOGRAPH INFORMATION

**Location**  
From KY-476 looking Northeast toward the project area

**Date and Time**  
Nov 8, 2023, 6:36AM

**Geolocation**  
Latitude: 37.38461196°  
Longitude: -83.15897345°

**Distance from viewpoint to the closest infrastructure**  
0.85 miles to closest solar arrays

Under current engineering, the site is not anticipated to be visible.







**BRIGHTNIGHT**

Power when you need it

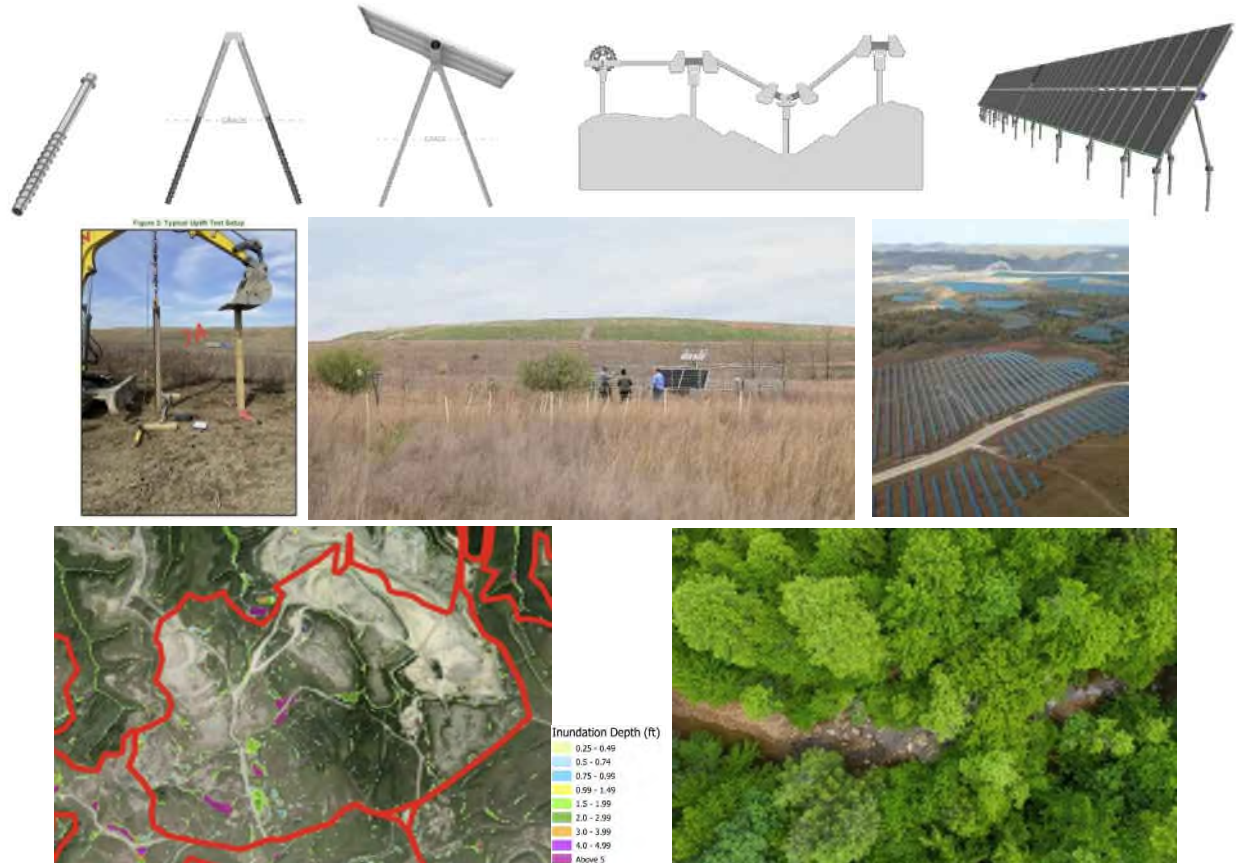
# Starfire Engineering, Construction, & Operations



# Starfire Technology & Engineering Design Discussion

- BrightNight will address the following key design considerations

- Foundation geotechnical risks – drilling to place foundation piles will be expected across the site from preliminary testing
- Terrain following racking –to reduce grading needs
- Pre-construction settlement study – to ensure differential settlement is not an operational risk
- Modeling final mining reclamation – to evaluate optimal PV layout
- Irradiance Resource quality – continue to evaluate on-site data against soiling from on-going mining operations and valley fog
- Hydrology – evaluate retention area needs and infiltration rates for 100-yr storm events on-site



# Construction Equipment

Grading & Site Prep



Foundation & Racking  
Installation



Panel Installation



Electrical Install



Final Testing &  
Landscaping



Photos selected from similar projects



# Phases of Construction

(Total expected duration: 12 – 15 months)

## Phase 1: Site Prep 7-9 months

### Key developments

- Site grading (reduced to the minimum needed)
- Install project access roads and internal circulation
- Tree clearing, grubbing as needed
- Soil erosion mitigation
- Equipment delivery
- Perimeter fencing

### What to expect

- Temporary traffic
- Use of machinery limited to daytime hours

## Phase 2: Electrical Installation 5-6 months

### Key developments

- Lay cabling in trenching
- Connect cabling

### What to expect

- Electric crews onsite for installation
- De-mobilization of large construction equipment

## Phase 3: Racking Installation 6-8 months

### Key developments

- Equipment delivery
- Rows of posts placed in the ground over the project area
- Install mechanism to move solar panels
- Begin installing electrical equipment

### What to expect

- Equipment delivery vehicles
- Some machine noise while posts are installed

## Phase 4: Panel Install 5-6 months

### Key developments

- Panels are installed on racking by construction crew

### What to expect

- Panel delivery trucks
- Project will begin to take shape
- Majority of construction noise complete from this phase forward

## Phase 5: Testing & Landscaping 4-5 months

### Key developments

- Inspections of installed equipment
- Power testing
- Site safety testing and training

### What to expect

- Inspection crews
- Plant begins operating

# Starfire Solar Project

## Public Information Meeting Knott County



# Starfire Solar Project

## Public Information Meeting Perry County



# Starfire Solar Project

## Public Information Meeting Breathitt County



## **Exhibit G**

COMMONWEALTH OF KENTUCKY  
BEFORE THE KENTUCKY STATE BOARD ON  
ELECTRIC GENERATION AND TRANSMISSION SITING

In the Matter of:

ELECTRONIC APPLICATION OF STMO BN, LLC )  
(STARFIRE) FOR A CERTIFICATE OF )  
CONSTRUCTION FOR AN APPROXIMATELY )  
210 MEGAWATT MERCHANT SOLAR ELECTRIC ) Case No. 2024-00255  
GENERATING FACILITY IN KNOTT, BREATHITT, )  
AND PERRY COUNTIES, KENTUCKY PURSUANT )  
TO KRS 278.700 AND 807 KAR 5:110 )

**Proof of Service in Compliance with KRS 278.706(2)(h)**

Comes the Affiant, Brian Patton, and hereby states as follows:

1. I am over the age of 18 and a resident of Kentucky.
2. On February 3, 2025, I personally delivered physical and electronic versions of STMO, BN, LLC's Application for a Certificate of Construction for a merchant solar electric generating facility to the following individuals and locations:

Breathitt County Judge-Executive Jeffrey Noble  
1137 Main Street  
Jackson, KY 41339

Perry County Judge-Executive Scott Alexander  
481 Main Street  
Hazard, KY 41702

3. On February 4, 2025, I personally delivered physical and electronic versions of STMO, BN, LLC's Application for a Certificate of Construction for a merchant solar electric generating facility to the following individual and location:

Knott County Judge-Executive Jeff Dobson  
54 W. Main Street East  
Hindman, KY 41822



**I affirm under penalty of perjury that the foregoing representations are true.**

Date: February 4, 2025

DocuSigned by:  
  
A4F36D881B2942A...  
Brian Patton

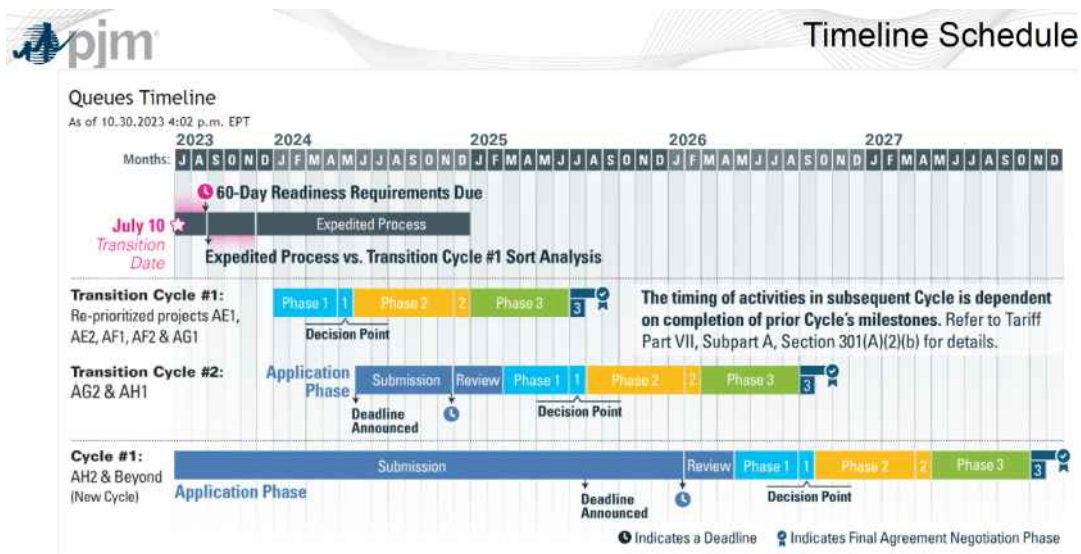
## **Exhibit H**

**Starfire Effect on the Transmission System in Kentucky**

*KRS 278.706(2)(i) An analysis of the proposed facility's projected effect on the electricity transmission system in Kentucky.*

**Executive Summary:** STMO Bn, LLC ("Starfire" or the "Project") conducted an internal analysis on the proposed 210 megawatt (MW) generation facility's projected effect on the transmission system in Kentucky. Starfire also engaged third-party consultant PowerGem to conduct an additional analysis of the Project's effect on Kentucky's transmission system. Collectively, these analyses concluded that \$9,000,000 to \$30,000,000 of network upgrades will be necessary for the American Electric Power (AEP) Kentucky Power system, depending on plausible scenarios for competing queue positions and PJM's consideration of the 69 kilovolt (kV) system under its reformed review methodology. Impacts are primarily associated with the anticipated transmission line connecting the 138 kV Harbert substation to the 138 kV Softshell substation. The Project believes these impacts are reasonable and within the expected economic range for a utility scale generation facility of this size.

**Project Description:** The Project consists of 210 megawatts (MW) of solar located within the territory of AEP Kentucky Power. The Project is represented in the PJM queue as queue number AG2-184 with point of interconnection at the Harbert Substation. The status of the Project is in Phase I of the study cycle as of December 2024, with the first system impact report from PJM expected in July 2025, Phase II report in February 2026, Phase III report in September 2026, Large Generator Interconnection Agreement (LGIA) in December 2026, and Commercial Operation Date (COD) in late-2027, assuming AEP's Network Upgrades and System Integration Construction is able to completed in eighteen months or less. The Project was originally submitted to PJM in February 2021 and is now following Transition Cycle #2 as detailed by the schedule provided by PJM below.



For additional context, PJM began a queue reform process in 2020, which ultimately led to roughly three years between when AG2 & AH1 queue position applications were filed and the beginning of their respective study cycle. Further information regarding PJM's reform can be found on their website under "[Interconnection Process Subcommittee](#)." Starfire has been included in PJM's Transition Cycle #2, which covers AG2 through AH1 queue positions.

**Impact Study Methodology:** An impact study was performed by both Starfire and a third party consulting firm, PowerGem, to assess the impact of the Project on the AEP system and expected network upgrades to interconnect all 210 MW. PowerGem's impact study, titled StarFire Mountain Solar Generation Study, is enclosed herewith as Appendix A. PowerGem is a highly reputable consultant known in the industry for maintaining the models and tools utilized for PJM's own studies. Both studies adhered to PJM's guidelines for conducting generation deliverability analysis, which all queue projects seeking interconnection to PJM's system must follow. PowerGem's Transmission Adequacy & Reliability Assessment (TARA) tool used by PJM was also used in both internal and external analyses.

**Analysis Results and Cost of Expected Network Upgrade:** The Project will bring clean and affordable energy to AEP's customers, reduce AEP's fuel imports, and enhance the self-sufficiency and reliability of the AEP's electric system. The Project will increase the share of renewable energy in AEP's generation mix which in turn will make AEP's electricity generation system more compliant with climate goals, less reliant on fuel imports, and less impacted by external instabilities.

Both Starfire and PowerGem studies concluded that Starfire should expect to incur network upgrade costs ranging from \$9,000,000 to \$30,000,000, depending on multiple factors and plausible scenarios described further below in the section titled "Starfire's Network Upgrade Analysis Results".

Factors and scenarios determining the final cost for the Project include but are not limited to:

- AEP's choice for network upgrades, whether rebuild, terminal equipment upgrade, or a new station is selected. This potential work is further described below.
- Queue position withdrawals from competitors. These queue positions are described below.
- Future AEP transmission projects added into the study.
- Generation dispatch adopted by PJM.

AEP's Scope of Work to Facilitate Interconnection, which will be provided by AEP in PJM's Phase I study report, will likely include the facilities listed in Appendix A, such as interconnection metering, fiber-opting connection, telecommunications equipment, and

related facilities. A description of Transmission Owner Facilities, which will be included in the Facilities Study and provided by AEP in PJM’s Phase I study report, will include AEP’s recommendations for Direct Connection Work and equipment needed to directly connect the Project to the Harbert 138 kV substation (i.e., the gen-tie breaker). AEP’s Non-Direct Connection Work will only be known after AEP completes its analysis and thus will be determined at a later date.

**Starfire’s Network Upgrade Analysis Results:** Starfire’s analysis focuses on the consideration of competing queue positions. The main queue positions contributing to network upgrades like the Project are highlighted in Table 1, where additional queues in close proximity to Starfire are also being monitored in the power flow analysis. .

**Table 1. Competing Queue Positions**

Competition	Size (MW)	POI
AH1-644	100	Harbert
AH1-467	300	Broadford
AG2-678	120	Vicco
AH1-063	100	Spring
AG2-681	150	Bonnyman
AG2-567	200	Stanville
AG2-682	150	Stinnett
AG2-168	95	Clinch Rd
AH1-133	100	Saltville
AH1-136	20	Falcon 69kV
AH1-227	51.8	Fleming 69kV
AH1-072	20	Fleming 69kV

Starfire monitored key elements of the transmission system affected by the Project with results provided in Table 2. The values therein represent Starfire’s most current view and expectations of the effect on the Kentucky transmission system as of September 2024. AG2-184’s Flowgates and Cost Allocation estimations are as follows:

**Table 2. AG2-184 Flowgates and Cost Allocation Estimations**

Contingency	Contingency Type	Estimated AG2-184 NU Cost	AG2-184 Responsibility	Voltage	Loading	Total NU Cost	Circuit Length (mi)	Max MW Size	Monitored Facility	FG ID
AEP_P4_#10335_05SALT V2 138_U	Breaker	\$3,483,780	37.46%	138	113.49	\$9,300,000	4.65	0	242639 05FLETCH 138 242801 05SKEGGS BRZ 138 1	51
AEP_P4_#13465_05HAZARD 2 69.0_B	Breaker	\$13,362,000	51.00%	69	132.13	\$26,200,000	13.1	169	243729 05HAZARD1- 69.0 243738 05LESLIE 69.0 1	31
Base Case	Single	\$ -	0.00%	138	130.33	\$10,980,000	5.49	364	243689 05HARBUR 138 243875 05SOFTSH 138 1	12
AEP_P2-2_#13030_05BONNYMAN 69.0_1	Bus	\$5,640,000	56.40%	69	122.8	\$10,000,000	5	28	246971 05THELM2 69.0 342343 2THELMA 69.0 1	11
AEP_P4_#13464_05HAZARD1- 69.0_A	Breaker	\$ -	0.00%	69	118.41	\$37,500,000	18.75	287	243710 05BONNYMAN 69.0 243718 05COMBS 69.0 1	20
AEP_P7-1_#10824	Tower	\$ -	0.00%	138	103.93	\$17,520,000	8.76	246	242605 05CLNCHR 138 242700 05LEBANO 138 1	62
AEP_P7-1_#10824	Tower	\$ -	0.00%	138	101.16	\$11,980,000	5.99	360	242700 05LEBANO 138 246766 05ELKGAZ 138 1	72
AEP_P4_#13464_05HAZARD1- 69.0_A	Breaker	\$ -	0.00%	69	104.86	\$20,860,000	10.43	370	243709 05BLUEGRAS 69.0 243730 05HAZARD 2 69.0 1	30
AEP_P4_#13464_05HAZARD1- 69.0_A	Breaker	\$ -	0.00%	69	112.52	\$28,800,000	14.4	323	243718 05COMBS 69.0 243709 05BLUEGRAS 69.0 1	22
AEP_P4_#9507_05BEAVER CR2 138_P	Breaker	\$ -	0.00%	69	109.12	\$47,800,000	23.9	343	244009 05STANVILLE 69.0 244609 05KEYSER 69.0 1	61
AEP_P4_#9507_05BEAVER CR2 138_P	Breaker	\$ -	0.00%	138/69	102.83	\$12,000,000	N/A	386	246918 05BONNYM 138 243710 05BONNYMAN 69.0 2	35
		\$22,485,780				\$232,940,000			Totals	



**Appendix A:**



**POWERGEM**

Power Grid Engineering & Markets

**StarFire Mountain Solar**  
**Generation Study**

Prepared for  
**Brightnight Power**

Submitted by  
**Scott Gass**  
**Principal Consultant**

**09/03/21**



## POWERGEM

Power Grid Engineering & Markets

### **Purpose of Study**

A study was completed to determine the network upgrade cost allocation for a 210 MW solar project (60% capacity) interconnected the AEP Spicewood – Softshell 138 kV circuit (AG2-184).

The study was completed to determine the maximum size project with minimal network upgrade cost allocation.

### **System Model and Analysis Description**

The PJM AG1 queue load flow model and associated single, tower, bus and line fault stuck breaker contingency files were used for this study. Exhibit 1 contains the AG2 queued projects that were added to the model.

Queue #	Point of Interconnection	Transmission Owner	Size (MW)	Fuel
AG2-168	Clinch River - Copper Ridge 138 kV	AEP	95	Solar
AG2-184	Spicewood - Softshell 138 kV	AEP	210	Solar
AG2-360	Broadford 138 kV	AEP	250	Storage
AG2-567	Stanville - Dewey 138 kV	AEP	200	Solar; Storage
AG2-678	Vicco - Beckham 138 kV	AEP	120	Solar
AG2-679	Daisy - Collier 69 kV	AEP	50	Solar
AG2-681	Softshell - Bonny Man 138 kV	AEP	150	Solar
AG2-682	Stinnett 161 kV	AEP	150	Solar

Exhibit 1

All transmission limits were calculated under contingency conditions according to the PJM reliability criteria and relevant procedures such as the PJM generator deliverability test. All queued projects were modeled at 100% commercial probability which is how PJM will perform the analysis for Impact Studies.

No voltage, short circuit or stability analysis was completed for this study.

### **Summary of Results**

A study was completed to determine the network upgrade cost allocation for a 210 MW solar project interconnected to the AEP Spicewood – Softshell 138 kV circuit. Exhibit 2 provides a summary of the results. Network upgrade costs are estimated at \$8.7 million.

632 Plank Road, Suite 101, Clifton Park, NY 12065  
(610) 960 9272 (voice) • (518) 393 8012 (fax)  
[sgass@power-gem.com](mailto:sgass@power-gem.com) • [www.power-gem.com](http://www.power-gem.com)

**AG2-184 - 210 MW Solar Project Interconnected to Spicewood - Softshell 138 kV**

Overloaded Facility	Rating (MVA)	Overload %	AG2-184 210 MW % Contribution	Upgrade Cost Estimate (Million)	AG2-184 Allocation Estimate (Million)	Upgrade Assumption
Fletcher Ridge - Skeggs Branch 138 kV	247	113%	5.6%	\$3.8	\$0.8	Reconductor
Saltville - Broadford 138 kV	251	103%	7.6%	\$3.8	\$0.5	Reconductor
Harbert - Soft Shell 138 kV	184	114%	68.5%	\$5.5	\$5.5	Reconductor
Spurlock - Stuart 345 kV	1532	128%	1.1%	\$48.1	\$1.9	Rebuild
Total Costs				\$61.2	\$8.7	

Exhibit 2

A study was also completed assuming all queued projects without an ISA were removed from the model. Exhibit 3 provides a summary of the results. Network upgrade costs are estimated at \$5.5 million.

**AG2-184 - 210 MW Solar Project Interconnected to Spicewood - Softshell 138 kV with All Non-ISA Projects Removed**

Overloaded Facility	Rating (MVA)	Overload %	AG2-184 210 MW % Contribution	Upgrade Cost Estimate (Million)	AG2-184 Allocation Estimate (Million)	Upgrade Assumption
Harbert - Soft Shell 138 kV	184	114%	68.5%	\$5.5	\$5.5	Reconductor
Total Costs				\$5.5	\$5.5	

Exhibit 3



## Appendix B: PJM Queue Application

### ATTACHMENT N

Form of

Generation Interconnection Feasibility Study Agreement

#### RECITALS

1. This Generation Interconnection Feasibility Study Agreement, dated as of 02/26/2021, is entered into, by and between Starfire Mountain, LLC ("Interconnection Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") (individually referred to as a "Party," or collectively referred to as the "Parties") pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff") (the "Agreement"). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. By submitting this Agreement and complying with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request. In accordance with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has also submitted with this Agreement the applicable required deposit to the Transmission Provider.
3. By submitting this Agreement to the Transmission Provider, the Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications:
  - a. Location of generating unit site (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site):  
Latitude: 37.4134117 Longitude: -83.1167294
  - b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site for a minimum of three years for large generation, or for a minimum of two years for small generation. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof. If the evidence of ownership interest in, or right to acquire or control the generating site is not yet available, provide a detailed explanation of why such evidence is not available and provide a good faith estimated date upon which such evidence shall be submitted to the Transmission Provider. Though site control evidence may be submitted separately from this Agreement, the Interconnection Request is still subject to the overall deficiency review period and deficiency response period time constraints provided for in Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, and shall not be assigned a Queue Position without site control evidence acceptable to the Transmission Provider.:  
  

---

---
  - c. Specification of Requested Maximum Facility Output and Requested Capacity Interconnection Rights. The requested Maximum Facility Output megawatts and requested Capacity Interconnection Rights megawatts indicated in this section may be reduced as this Interconnection Request proceeds in the Transmission Provider Interconnection Request process, but may not be increased after this Agreement is submitted to the Transmission Provider.

i. For new generating units, complete the following chart:

Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	210.000000
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	126.000000

ii. For existing generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Proposed Facility Incremental Increase	Total
Maximum Facility Output (as defined in the PJM Tariff) in Megawatts			
Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts			

iii. For new Behind The Meter generating units, complete the following chart:

Gross Generator Output in Megawatts	
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)	
Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

iv. For existing Behind The Meter generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Requested Facility Increase	Total
Gross Generator Output in Megawatts			
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)			
Maximum Facility Output (as defined in the PJM Tariff) to be exported from the Behind the Meter Generator onto the PJM System, in Megawatts			
Capacity Interconnection Rights, in Megawatts			

d. Identify the fuel type of the new or existing generating unit:

Solar

e. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:

---

---

f. Planned date the new generating unit or increase in capability will be in service:

06/01/2024

---

- g. Other related information, including for example, but not limited to, identifying: all of Interconnection Customer's prior Queue Positions; stating whether the Interconnection Customer has submitted a previous Interconnection Request for this particular project; and, if this Interconnection Request proposes an increase in capability to an existing generating unit, then identify whether the existing generating unit is subject to an existing Interconnection Agreement and/or Power Purchase Agreement: We have a signed and executed SIS Agreement that may or may not be necessary. We have attached it under the "evidence supporting CIRs higher than class average" section.

**THE FOLLOWING APPLIES TO BEHIND THE METER GENERATION:**

- a. If Behind the Meter Generation is identified in this Agreement, all of the requirements in Section 36.1A of the PJM Tariff must also be met.
- b. Identify the type and size of the load located (or to be located) at the site of such generation, and attach a PDF format single line diagram depicting the location of the load in relation to the site of such generation:

---



---

- c. Describe the electrical connections between the generation facility and the load.

---



---

**THE FOLLOWING APPLIES TO ENERGY STORAGE RESOURCES**

Primary frequency response range for Energy Storage Resources:

Minimum State of Charge: \_\_\_\_\_ : and  
 Maximum State of Charge: \_\_\_\_\_ .

**PURPOSE OF THE FEASIBILITY STUDY**

- 4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.
- 5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.



## CONFIDENTIALITY

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.
8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## COST RESPONSIBILITY

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.01, 110, 111, or 112 of the PJM Tariff, as applicable, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 2 of this agreement, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Sections 36.1.01, 110, 111, or 112), then the Interconnection Customer must either: (1) withdraw the Generation Interconnection Request during the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112); or (2) pay all additional estimated costs prior to the expiration of the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112). If the Interconnection Customer fails to complete either (1) or (2), then the Generation Interconnection Request shall be deemed to be terminated and withdrawn. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

## DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.
11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

## MISCELLANEOUS

12. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

Interconnection Customer

Starfire Mountain, LLC  
2428 Wilsonville Rd  
Fisherville, Kentucky 40023

13. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

14. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto.

15. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.
16. Neither this Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.
18. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of           Kentucky           (the state where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

20. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

21. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

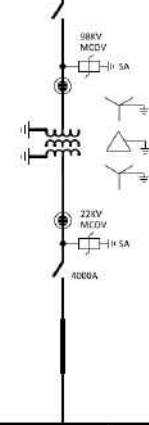
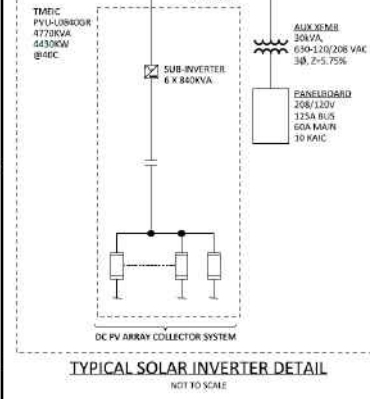
22. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

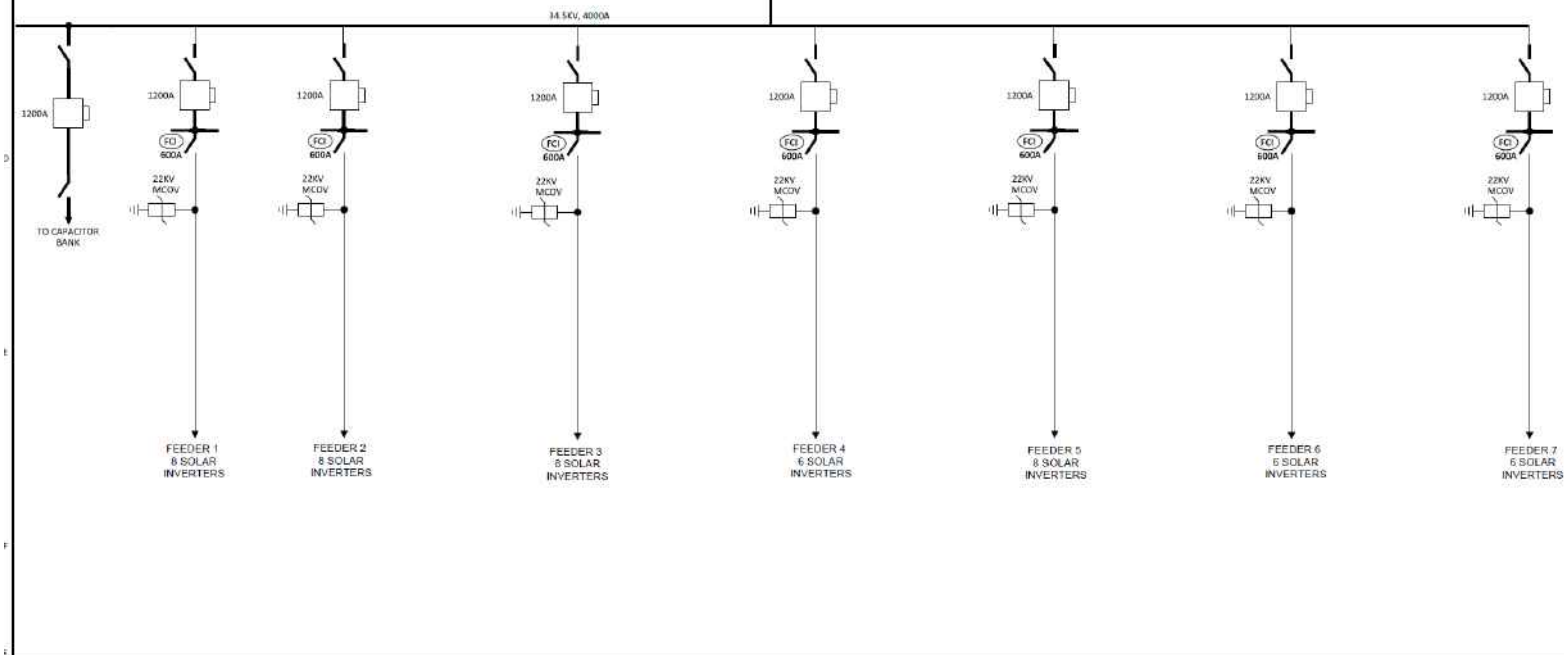
23. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission ("FERC") to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or

206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.



T1 TRANSFORMER  
147/156/244 VVA, 60°C RISE,  
CLASS ONAN/ONAF/ONAF, 3 PHASE, 60Hz.  
HV 138kV  
LV 34.5kV  
TV 15.8kV



17

**NOT TO BE FOR CONSTRUCTION**  
THE DISTRIBUTION AND USE OF THIS DRAWING IS UNCONTROLLED. THE USER IS RESPONSIBLE FOR THE TRACEABILITY OF THIS DRAWING TO THE CONTROLLED VERSION.

NO.		DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP
4		23/08/22	ISSUED FOR INTERCONNECTION APPLICATION	NMCM	NMD	DP

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MONTANA.

SIGNED: \_\_\_\_\_ REG. NO. \_\_\_\_\_  
DATE: \_\_\_\_\_

**BLACK & VEATCH**

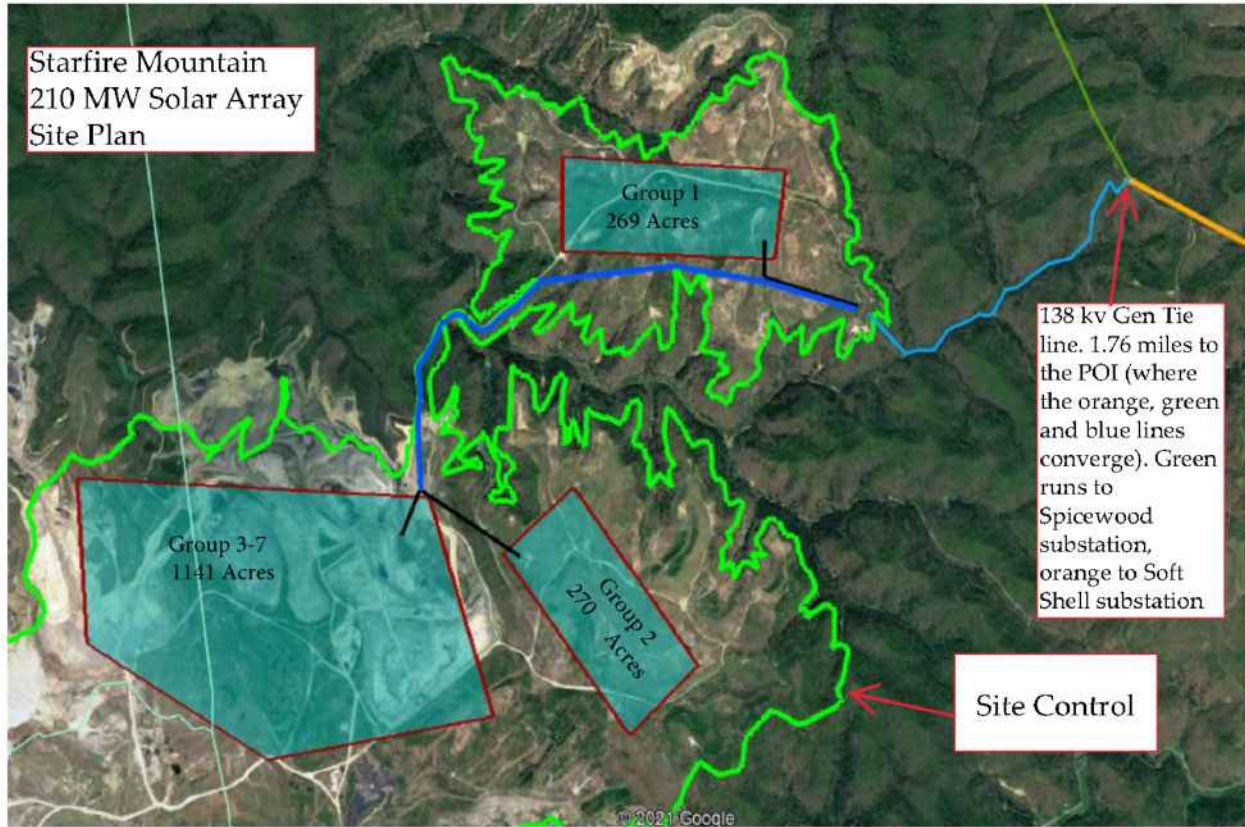
DESIGNED BY	MWB	DRAWN BY	NMD
CHECKED BY	DP	DATE	23/08/22

**STARFIRE MOUNTAIN SOLAR PROJECT**

138kV/34.5kV AC SINGLE LINE DIAGRAM  
210MW SOLAR INTERCONNECTION



## PJM Queue Application Point of Interconnection Map<sup>1</sup>



<sup>1</sup> This is the original map provided as part of the PJM queue application at Harbert showing the Point of Interconnection at 37.439484, -83.044979. The site layout has since been revised, as this was originally submitted in 2021; however the identified Point of Interconnect at Harbert Substation in this map remains the proposed Point of Interconnect.

## **Exhibit I**

# STARFIRE SOLAR

## ECONOMIC & FISCAL CONTRIBUTION TO THE COUNTIES OF BREATHITT, KNOTT, AND PERRY AND TO THE COMMONWEALTH OF KENTUCKY



Prepared for



DECEMBER 2024



804-322-7777

MANGUMECONOMICS.COM

## About Mangum Economics, LLC

---

Mangum Economics was founded in 2003 and since then, we have become known as a leader in industry analysis, economic impact assessment, policy and program evaluation, and economic and workforce strategy development. The Mangum Team specializes in producing objective and actionable quantitative economic research that our clients use for strategic decision making in a variety of industries and environments. We know that our clients are unique, and that one size does not fit all. As a result, we have a well-earned reputation for tailoring our analyses to meet the specific needs of specific clients, with a specific audience.

Most of our research falls into four general categories:

- **Economic Development and Special Project:** The Mangum Team has performed hundreds of analyses of proposed economic development projects. One recent example was an analysis of the proposed \$2.3 billion Green City “net-zero eco district.” The Mangum Team has also authored multiple economic development plans, including identifying industry recruitment opportunities created by the high-speed MAREA and BRUSA sub-sea cable landings in Virginia Beach.
- **Energy:** The Mangum Team has produced analyses of the economic and fiscal impact of over 35 GW of proposed solar, wind, battery energy storage, and hydro project spanning twenty-nine states. Among those projects was Dominion’s 2.6 GW Coastal Virginia Offshore Wind project off of Virginia Beach. In addition, the Mangum Team has also performed economic and fiscal impact analyses for the natural gas, nuclear, oil, and pipeline industries.
- **Advanced Applied Technology:** The Mangum Team specializes in analyzing how advanced technology developments (like data centers, fiber networks, and advanced manufacturing plants) contribute to the state and local economies. We have worked with local governments, trade associations, developers, and operating firms across the country to show how investments in advanced critical infrastructure transform local economies across the country.
- **Policy Analysis:** The Mangum Team also has extensive experience in identifying and quantifying the intended and unintended economic consequences of proposed legislative and regulatory initiatives.

### The Project Team

Martina Arel, M.B.A.

*Director – Economic Development & Energy Research*

Rebecca Kyle

*Senior Research Analyst*

Connor Wills

*Research Analyst*

A. Fletcher Mangum, Ph.D.

*Founder and CEO*

## Table of Contents

Executive Summary.....	1
Introduction .....	6
The Project.....	6
Electricity Production in Kentucky .....	6
Overall Market .....	6
Sources of Production.....	7
Impact on the Environment.....	8
Kentucky Solar Industry Trends .....	9
Economic Profile .....	10
Total Employment.....	10
Employment and Wages by Industry Supersector.....	11
Unemployment .....	13
Coal Mining Industry.....	14
Economic Impact.....	16
Method .....	16
Construction Phase .....	17
Economic Impact Assumptions.....	17
Economic Impact – Region.....	17
Economic Impact – Kentucky Statewide.....	18
Ongoing Operations Phase .....	19
Economic Impact Assumptions.....	19
Economic Impact – Region.....	19
Economic Impact – Kentucky Statewide.....	20
Decommissioning Phase .....	20
Economic Impact Assumptions.....	20
Economic Impact – Region.....	21
Economic Impact – Kentucky Statewide.....	21
Impact on Coal Mining Industry in Kentucky.....	22
Economic Impact Assumptions.....	22
Economic Impact – Kentucky Statewide.....	23
Fiscal Impact.....	24



- Fiscal Impact Assumptions..... 24
- Fiscal Impact Results ..... 25
  - Community Foundation Contribution..... 25
  - Taxation of Capital Investments – Scenario 1..... 26
  - Total Fiscal Impact – Scenario 1..... 32
  - PILOT – Scenario 2..... 33
  - Total Fiscal Impact – Scenario 2..... 36
- Current Use ..... 37
  - Fiscal Impact Assumptions..... 37
  - Fiscal Impact..... 37
- Fiscal Comparison ..... 38
  - Starfire Solar and Current Use ..... 38
  - Relative Revenue Comparisons..... 39
  - Trend in Local Tax Rates..... 39
- Additional Local Contributions..... 41
- Renewable Energy Supports Economic Development..... 41





## Executive Summary

---

This report assesses the economic and fiscal contribution that the proposed Starfire Solar project would make to the region and to the Commonwealth of Kentucky.

Starfire Solar is a proposed 210-megawatt (MW) alternating current (AC) utility-scale solar photovoltaic power generating facility that would be developed by BrightNight. Starfire Solar would be located on a former mine site east of Wendell H. Ford Airport in the counties of Breathitt, Knott, and Perry, Kentucky. The acreage leased for the project would encompass approximately 1,980 acres of mostly former mine land. The actively used, fenced-in solar site would be approximately 1,385 acres.

The primary findings from that assessment are as follows:

### Economic Impact

- **Construction**

**The proposed Starfire Solar project would make a significant economic contribution to the region and to the Commonwealth of Kentucky during construction of the project:<sup>1,2,3</sup>**

- The proposed Starfire Solar project would provide an estimated one-time pulse of economic activity to the region during its construction phase supporting approximately:
  - 85 direct and 114 indirect and induced regional job years.
  - \$11.9 million in associated wages and benefits.
  - \$46.6 million in economic output.
  - \$2.7 million in state and local tax revenue (in 2024 dollars).
- The proposed Starfire Solar project would provide an estimated one-time pulse of economic activity to the Commonwealth of Kentucky (including the region) during its construction phase supporting approximately:
  - 192 direct and 304 indirect and induced statewide job years.
  - \$39.3 million in associated wages and benefits.
  - \$128.9 million in economic output.
  - \$6.9 million in state and local tax revenue (in 2024 dollars).

---

<sup>1</sup> Region for the economic impact includes the counties of Breathitt, Floyd, Knott, and Perry.

<sup>2</sup> A construction sector job, also referred to as a job year, is equal to one job over one year. It is used to denote employment on construction projects to account for the fact that actual on-site employment may vary over the period.

<sup>3</sup> It is important to note that construction sector jobs are not necessarily new jobs, but the investments made can also support a job during the construction of the project. Please note it is not possible to know with certainty what proportion of these jobs would go to regional construction contractors or be filled by residents in the region or state.



- **Ongoing Operations**

**The proposed Starfire Solar project would make an economic contribution to the region and to the Commonwealth of Kentucky during its ongoing operational phase.**

- The proposed Starfire Solar project would provide an estimated annual economic impact to the region during its ongoing operational phase supporting approximately:
  - 1 direct and 8 indirect and induced regional jobs.
  - \$0.4 million in associated wages and benefits.
  - \$2.5 million in economic output.
- The proposed Starfire Solar project would provide an estimated annual economic impact to the Commonwealth of Kentucky (including the region) during its ongoing operational phase supporting approximately:
  - 1 direct and 20 indirect and induced statewide jobs.
  - \$1.3 million in associated wages and benefits.
  - \$5.8 million in economic output (in 2024 dollars).

- **Decommissioning**

**The proposed Starfire Solar project would make an economic contribution to the region and to the Commonwealth of Kentucky during decommissioning of the project:<sup>4,5</sup>**

- The proposed Starfire Solar project would provide an estimated one-time pulse of economic activity to the region during its decommissioning phase supporting approximately:
  - 26 direct and 20 indirect and induced regional job years.
  - \$3.2 million in associated wages and benefits.
  - \$7.8 million in economic output.
  - \$0.5 million in state and local tax revenue (in 2024 dollars).
- The proposed Starfire Solar project would provide an estimated one-time pulse of economic activity to the Commonwealth of Kentucky (including the region) during its decommissioning phase supporting approximately:
  - 60 direct and 57 indirect and induced statewide job years.
  - \$7.8 million in associated wages and benefits.
  - \$20.0 million in economic output.
  - \$1.2 million in state and local tax revenue (in 2024 dollars).

---

<sup>4</sup> A job year is equal to one job over one year. It is used to denote employment on construction projects to account for the fact that actual on-site employment may vary over the period.

<sup>5</sup> It is important to note that construction sector jobs are not necessarily new jobs, but the investments made can also support a job during the construction of the project. Please note it is not possible to know with certainty what proportion of these jobs would go to regional construction contractors or be filled by residents in the region or state.



- **Mining Industry Impact**

**The proposed Starfire Solar project would also help ensure reclamation efforts of the mine land are completed, resulting in the release of associated reclamation bonds that can be reinvested into the mining company’s operations in the Commonwealth of Kentucky.**

- Reinvestment of the estimated bond money into the mining operations in the Commonwealth of Kentucky would support approximately:
  - 5 direct and 5 indirect and induced statewide jobs.
  - \$0.8 million in associated wages and benefits.
  - \$3.4 million in economic output (in 2024 dollars).

### Fiscal Impact

- **Current Use and Starfire Solar**

**The proposed Starfire Solar project would have a significantly greater fiscal impact on the region and on the Commonwealth of Kentucky than the property generates in its current use:<sup>6,7,8</sup>**

#### Region

- In its current use, the proposed project site would generate approximately \$0.2 million in cumulative local tax revenue over a 40-year period as compared to approximately,
- \$11.2 million in cumulative local tax revenue and regional monetary contributions over a 40-year period if the land and capital investments associated with Starfire Solar are taxed, or
- Up to \$15.6 million in cumulative local revenue and regional monetary contributions over a 40-year period from proposed payment-in-lieu-of-tax (PILOT) payments.
- This constitutes a difference of approximately \$11.0 million or a 59-fold increase in revenue over the current use or a difference of approximately \$15.4 million and an 82-fold increase over current revenues respectively (in 2024 dollars).

#### Kentucky Statewide

- In its current use, the proposed project site would generate approximately \$21,400 in cumulative state tax revenue over a 40-year period as compared to approximately,
- \$8.0 million in cumulative state tax revenue over a 40-year period from taxation of the land and the associated capital investments (in 2024 dollars).

---

<sup>6</sup> Please note that the future tax revenue stream for the investments has been calculated based on the cost approach to valuation due to data limitations on the future income streams of the project. Actual state tax revenues generated by Starfire Solar may therefore vary from the analysis presented because they do not include the impact on the revenues that are associated with the franchise value of the project.

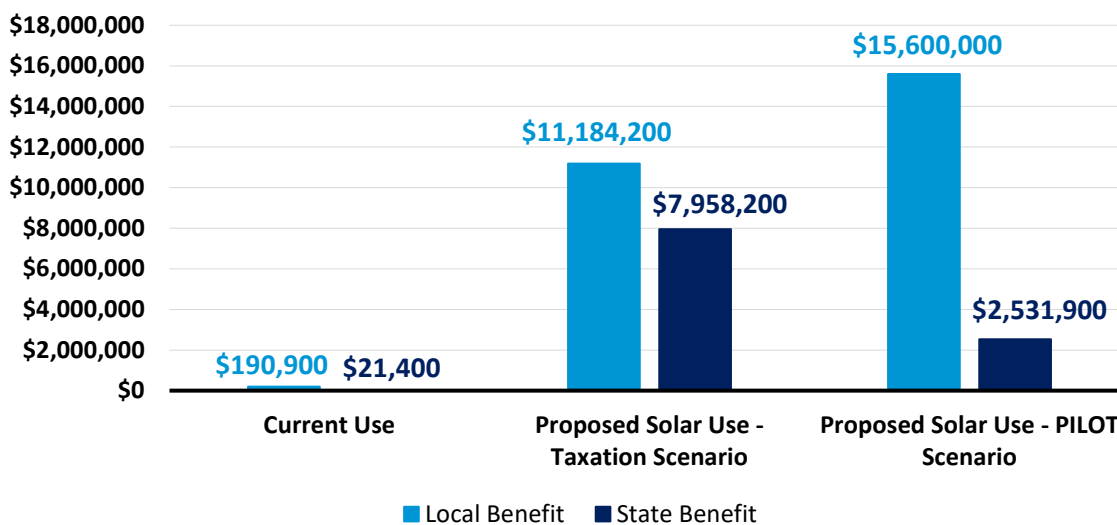
<sup>7</sup> Revenue estimates include the proposed PILOT payments provided by BrightNight. The final value and distribution of these payments is subject to negotiation between BrightNight and the counties of Breathitt, Knott, and Perry.

<sup>8</sup> Region for the fiscal impact includes the counties of Breathitt, Knott, and Perry.



- \$2.5 million in cumulative state tax revenue over a 40-year period from taxation of the land associated capital investments assuming the investment is financed using Industrial Revenue Bonds (IRB) (in 2024 dollars).

**Estimated Cumulative Local and Commonwealth of Kentucky Revenue and Contributions over 40 Years (in 2024 Dollars)**



**Relative Revenue Comparisons**

- Combined, the Counties of Breathitt, Knott, and Perry charge its residents and businesses approximately \$16.0 million in annual real and personal property taxes. This consists of approximately \$3.8 million in Breathitt County, \$3.2 million in Knott County and \$8.9 million in Perry County.
- The proposed annual Starfire Solar PILOT of up to \$315,000 would be equivalent to approximately 2 percent of these total local real and personal property taxes charged, or, based on the current PILOT distribution, approximately 2 percent of total local real and personal property taxes charged in Breathitt County, approximately 5 percent in Knott County, and approximately 1 percent in Perry County.

**Trend in Local Real Estate Tax Rates**

County real estate tax rates have risen between 2016 and 2023:

- Breathitt County’s real estate tax rate increased by 29 percent,
- Knott County’s real estate tax rate increased by 12 percent, and
- Perry County’s real estate tax rate increased by 19 percent.

Two of the three local school districts’ real estate tax rates have risen between 2016 and 2023:

- General Breathitt School District increased by 23 percent,
- General Knott County School District increased by 14 percent, while
- General Perry County School District’s rate remained constant.

The addition of Starfire Solar would provide additional local revenue to each county and school district helping reduce local pressures on tax rate increases to cover county and school district expenditures.

#### **Renewable Energy Supports Economic Development:**

- In an effort to transition towards cleaner energy and sustainable practices, industrial development prospects are becoming increasingly sensitive to the proportion of their energy requirements that are produced through renewable sources.
- Ford Motor Company, Toyota, LEGO Group, Nucor Steel, and Diageo are examples of companies with recent announcements of major investments in new manufacturing facilities that will source renewable energy, including solar, to power their facilities.
- While solar developments cannot guarantee announcements of large manufacturing facilities in rural areas, they showcase a commitment to sustainability and green energy, which could attract industrial and commercial development to these areas.
- Projects, such as Starfire Solar, could therefore bring new opportunities to former coal and energy communities through renewable energy power purchase agreements.

*The estimates provided in this report are based on the best information available and all reasonable care has been taken in assessing the quality of that information. However, because these estimates attempt to foresee the consequences of circumstances that have not yet occurred, it is not possible to be certain that they will be representative of actual events. These estimates are intended to provide a good indication of likely future outcomes and should not be construed to represent a precise measure of those outcomes.*



# Introduction

This report assesses the economic and fiscal contribution that the proposed Starfire Solar project would make to the region surrounding the project site and to the Commonwealth of Kentucky. This report was commissioned by BrightNight and produced by Mangum Economics.

# The Project

Starfire Solar is a proposed 210-megawatt (MW) alternating current (AC) utility-scale solar photovoltaic power generating facility that would be developed by BrightNight. Starfire Solar would be located on a former mine site east of Wendell H. Ford Airport in the counties of Breathitt, Knott, and Perry, Kentucky. The acreage leased for the project would encompass approximately 1,980 acres of mostly former mine land. The actively used, fenced-in solar site would be approximately 1,385 acres.

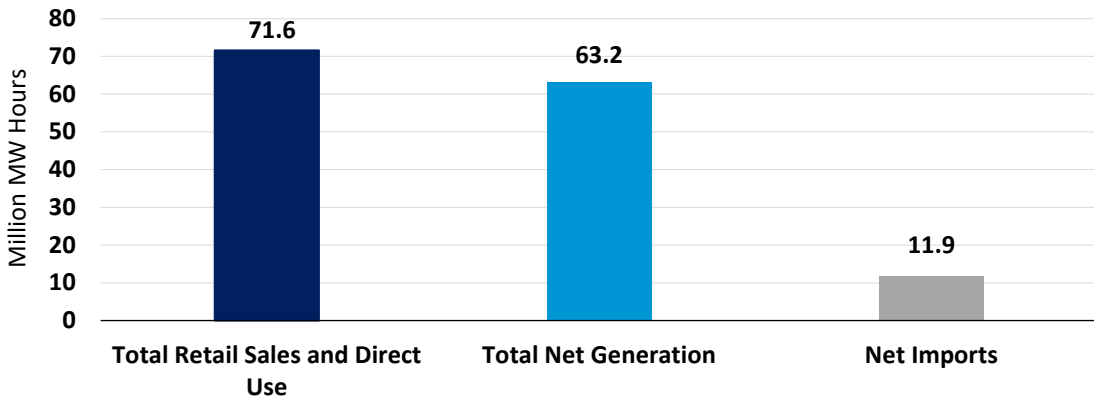
# Electricity Production in Kentucky

This section provides a backdrop for the proposed Starfire Solar project by profiling Kentucky’s electricity production sector and the role that solar energy could play in that sector.

# Overall Market

As shown in Figure 1, electricity sales and direct use in Kentucky totaled 71.6 million megawatt hours in 2023. However, net generation only totaled 63.2 million megawatt hours. Consequently, Kentucky had to import the remaining electricity it consumed from producers in other states. As with all imports, this means that the jobs, wages, and economic output created by that production went to localities in those states, not to localities in Kentucky.

Figure 1: Demand and Supply of Electricity in Kentucky in 2023 (in millions of megawatt-hours)<sup>9</sup>



<sup>9</sup> Data Source: U.S. Energy Information Administration. In this chart, “Net Imports” does not directly equal the residual of “Total Net Generation” minus “Total Retail Sales and Direct Use” because of losses during transmission.





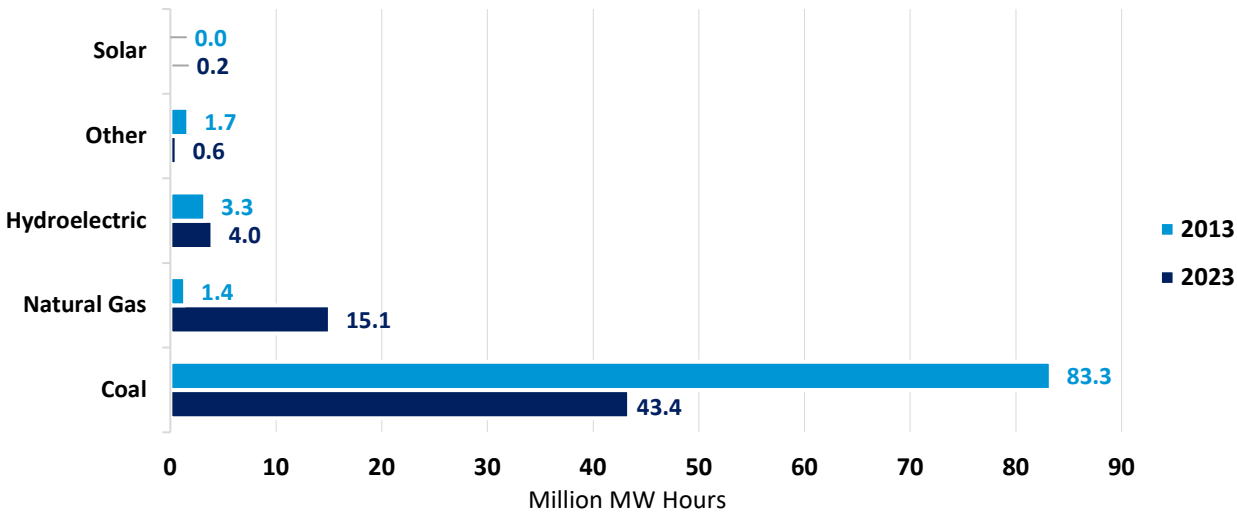
## Sources of Production

Between 2013 and 2023, the total amount of electricity produced in Kentucky decreased from 89.7 to 63.2 million megawatt hours, while retail and direct consumption of electricity decreased from 84.8 to 71.6 million megawatt hours. Consequently, imports of electricity increased by 10.8 million megawatt hours during this time.<sup>10</sup>

Figure 2 provides a comparison of the energy sources that were used to produce electricity in Kentucky in 2013 and 2023. As these data show, the most significant change between 2013 and 2023 was a decrease in the use of coal and an increase in the use of natural gas. Where coal was the state’s largest source of electricity in 2013, accounting for 83.3 million megawatt hours (or 93 percent) of production, by 2023 production had fallen by 39.9 million megawatt hours, keeping coal as the largest source of electricity, but reducing the proportion to 69 percent of total production.

In contrast, the share of electricity produced using cleaner-burning low-emissions energy sources increased over the period. Where natural gas accounted for only 3.3 million megawatt hours (or 2 percent) of Kentucky’s electricity production in 2013, by 2023 that proportion had increased to 15.1 million megawatt hours (or 24 percent of production), making natural gas the state’s second largest source of electricity. Solar entered the state’s electricity production market in 2016 and its share increased to 0.2 million megawatt hours by 2023.

Figure 2: Electricity Generation in Kentucky by Energy Source in 2013 and 2023 (in millions of megawatt-hours)<sup>11</sup>



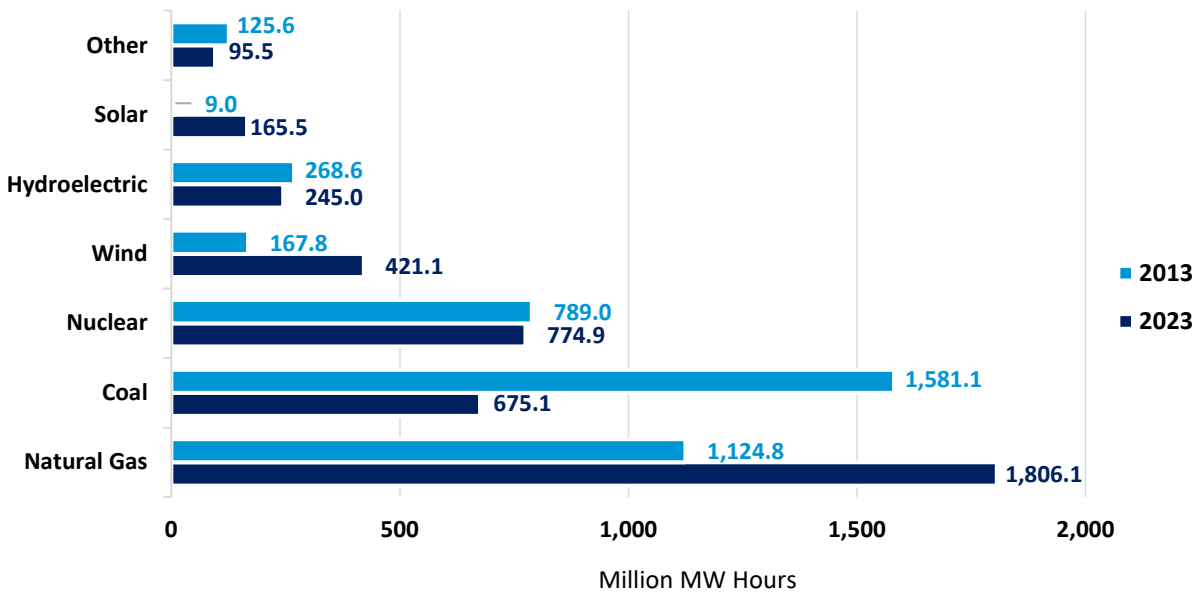
<sup>10</sup> Imports also takes into account losses during transmission. As a result, totals do not equal sum of components.

<sup>11</sup> Data Source: U.S. Energy Information Administration. “Other” includes other biomass, other, petroleum, and wood.



Figure 3 provides similar data for the U.S. as a whole. A quick comparison of Figures 2 and 3 shows that although the degree of reliance on specific energy sources for electricity production is quite different between the U.S. and Kentucky, the trend toward lower-emissions energy sources is the same. Nationally, between 2013 and 2023 the amount of electricity produced using coal declined by 906.0 million megawatt hours from 39 to 16 percent of production, while in contrast the amount of electricity produced using natural gas increased by 681.3 million megawatt hours from 28 to 43 percent of production. Nationwide, as in Kentucky, the reliance on renewable energy sources such as solar increased during this time but at a quicker pace than in Kentucky. Between 2013 and 2023, the amount of electricity produced using solar increased by 156.5 million megawatt hours to 4 percent of total electricity production in the nation compared to less than 1 percent of total electricity production in Kentucky.

**Figure 3: Electricity Generation in the United States by Energy Source in 2013 and 2023**  
(in millions of megawatt-hours)<sup>12</sup>



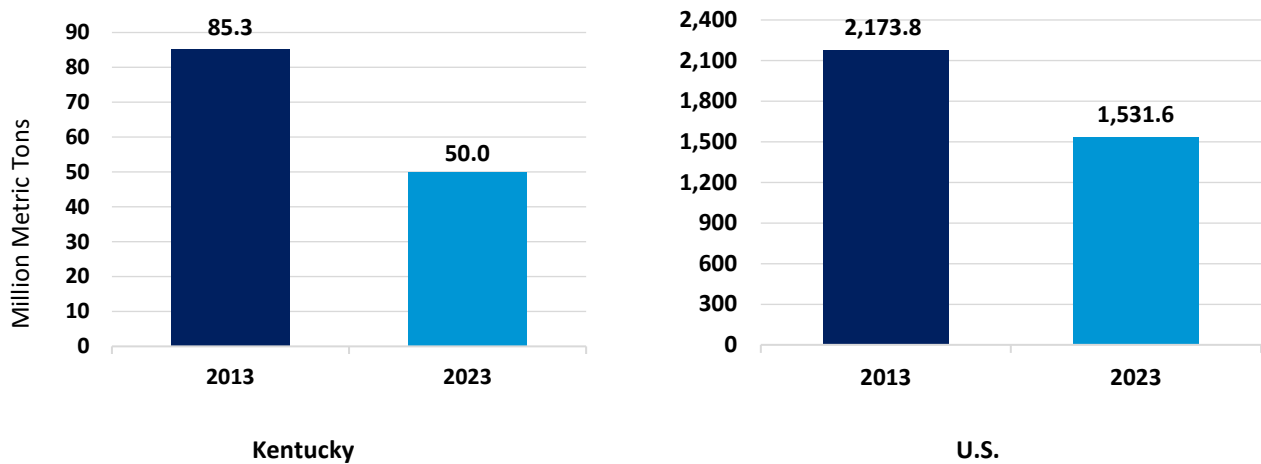
### Impact on the Environment

In discussing the impact of these trends on the environment, it is important to realize that electricity production is one of the U.S.’ largest sources of greenhouse gas emissions. Figure 4 depicts carbon dioxide emissions from electricity production in 2013 and 2023 for both Kentucky and the U.S. As these data indicate, between 2013 and 2023, as the share of electricity produced in Kentucky by coal fell from 93 to 69 percent, carbon dioxide emissions from electricity production fell from 85.3 to 50.0 million metric tons (a reduction of 41 percent). Where at the national level, as the share of electricity produced by coal fell from 39 to 16 percent, carbon dioxide emissions from electricity production fell from 2,173.8 to 1,531.6 million metric tons (a reduction of 30 percent).

<sup>12</sup> Data Source: U.S. Energy Information Administration. “Other” includes battery, geothermal, other, other biomass, other gas, petroleum, pumped storage, and wood.



Figure 4: Carbon Dioxide Emissions from Electricity Production (millions of metric tons)<sup>13</sup>

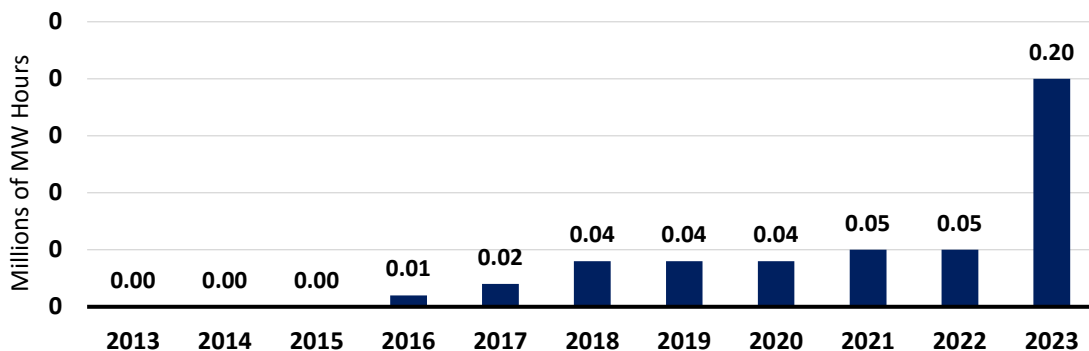


### Kentucky Solar Industry Trends

Kentucky ranks 24<sup>th</sup> in the nation in terms of proposed solar capacity. With a total of 11 projects in the pipeline totaling a combined 1,010 megawatts of capacity, these proposed projects would add a significant amount of renewable energy to the state’s grid.<sup>14</sup> Total investment into the solar industry in Kentucky as of the third quarter of 2024 amounts to \$722 million.<sup>15</sup>

Figure 5 depicts the progression of solar energy generation in Kentucky from 2013 to 2023 expressed in millions of megawatt-hours. Solar entered the electricity market in Kentucky in 2016 with 0.01 million megawatt hours. Generation has continued to grow throughout the period with significant growth in 2023 reaching its peak, so far, totaling 0.2 million megawatt-hours. This chart demonstrates Kentucky’s growing engagement with solar energy.<sup>16</sup>

Figure 5: Solar Generation in Kentucky (in millions of megawatt-hours) – 2013 to 2023<sup>17</sup>



<sup>13</sup> Data Source: U.S. Energy Information Administration.

<sup>14</sup> Data Source: U.S. Energy Information Administration.

<sup>15</sup> Data Source: Solar Energy Industries Association. Includes residential, community, commercial, and utility solar.

<sup>16</sup> Data Source: Solar Energy Industries Association.

<sup>17</sup> Data Source: U.S. Energy Information Administration.



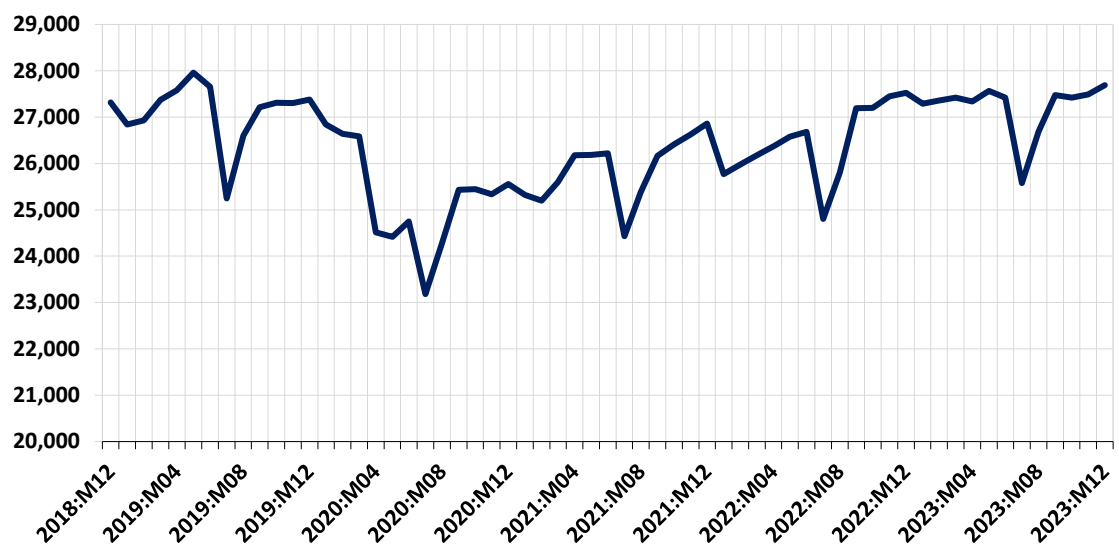
# Economic Profile

This section provides context for the economic and fiscal impact assessments to follow by profiling the local economy of the region.<sup>18</sup>

## Total Employment

Figure 6 depicts the trend in total employment in the region during the five-year period from December 2018 through December 2023. Aside from cyclical fluctuations, employment in the region was generally stable through 2019. Then, in April 2020, total employment declined significantly due to the lockdowns imposed as a result of the COVID-19 pandemic. Employment has since recovered and surpassed pre-pandemic levels. As of December 2023, total employment in the region stood at 27,692 jobs, which represents an overall increase in employment of 1.4 percent (or 371 jobs) over the five-year period. To put this number in perspective, over this same period, total statewide employment in Kentucky increased by 4.7 percent.

Figure 6: Total Employment in the Region – December 2018 to December 2023<sup>19</sup>

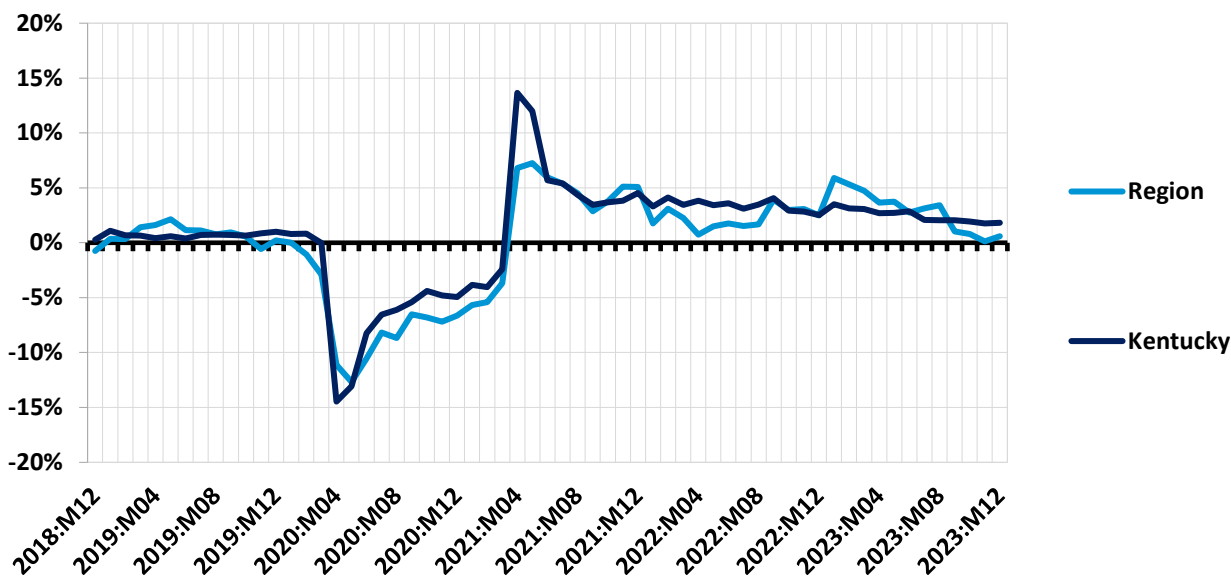


To control for seasonality and provide a point of reference, Figure 7 compares the year-over-year change in total employment in the region to that of the Commonwealth of Kentucky over the same five-year period. Any point above the zero line in this graph indicates an increase in employment, while any point below the zero line indicates a decline in employment. As these data show, the region oscillated around the statewide average for most of the period. As of December 2023, the year-over-year change in total employment in the region was 0.6 percent as compared to 1.8 percent statewide in Kentucky.

<sup>18</sup> Region includes the counties of Breathitt, Floyd, Knott, and Perry.  
<sup>19</sup> Data Source: U.S. Bureau of Labor Statistics.



Figure 7: Year-Over-Year Change in Total Employment – December 2018 to December 2023<sup>20</sup>



### Employment and Wages by Industry Supersector

To provide a better understanding of the underlying factors motivating the total employment trends depicted in Figures 6 and 7, Figures 8 through 10 provide data on private employment and wages in the region by industry supersector.<sup>21</sup>

Figure 8 provides an indication of the distribution of private sector employment across industry supersectors in the region in 2023. As these data indicate, the region’s largest industry sectors that year were Education and Health Services (5,440 jobs), followed by Trade, Transportation and Utilities (5,359 jobs), and Leisure and Hospitality (4,489 jobs).

Figure 9 provides a similar ranking for average private sector weekly wages by industry supersector in the region in 2023. As these data show, the highest paying industry sectors that year were Natural Resources and Mining (\$1,765 per week), Construction (\$1,059 per week), and Information (\$1,008 per week). To provide a point of reference, the average private sector weekly wage across all industry sectors in the region that year was \$909 per week.

<sup>20</sup> Data Source: U.S. Bureau of Labor Statistics.

<sup>21</sup> A “supersector” is the highest level of aggregation in the coding system that the Bureau of Labor Statistics uses to classify industries.



Figure 8: Private Employment by Industry Supersector in the Region – 2023<sup>22</sup>

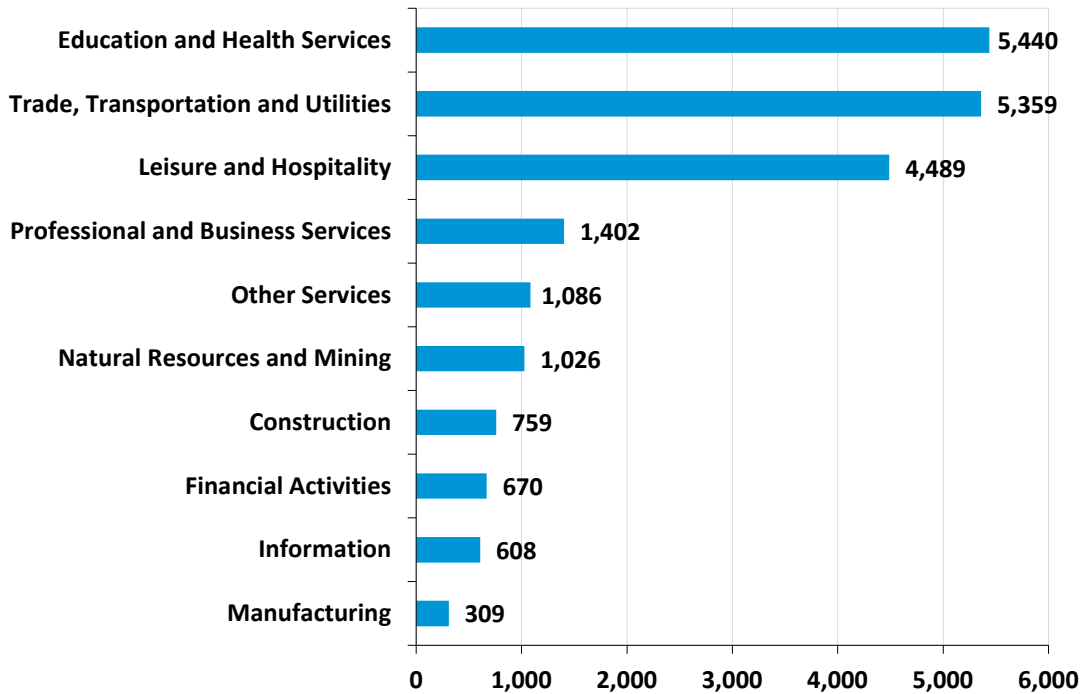
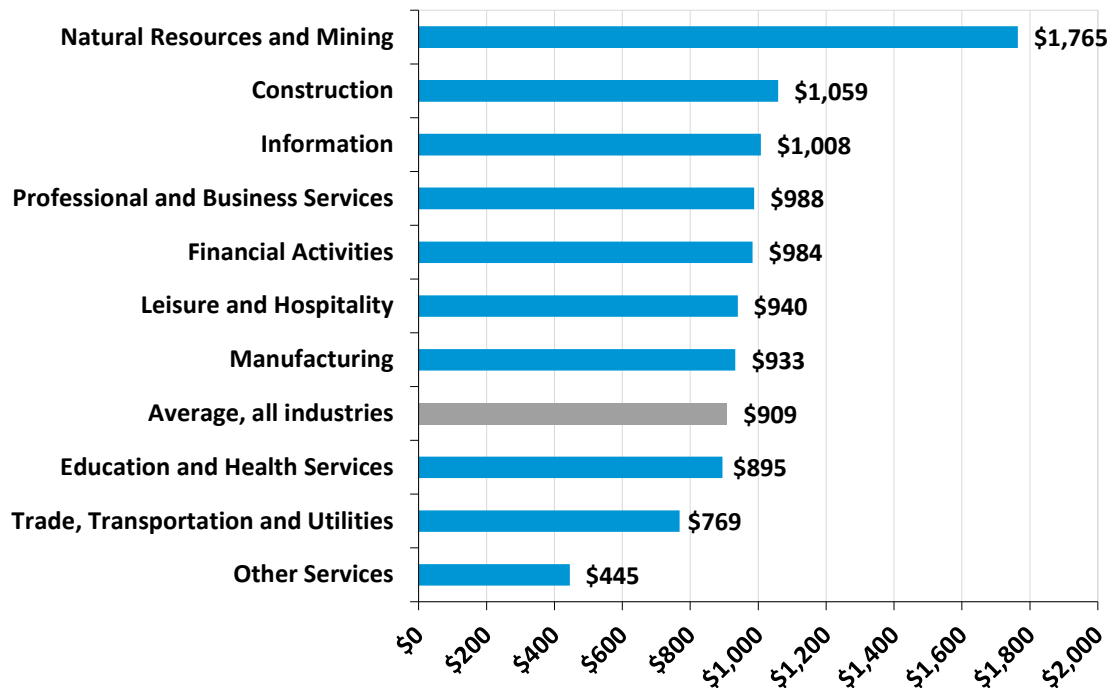


Figure 9: Average Private Weekly Wages by Industry Supersector in the Region – 2023<sup>23</sup>



<sup>22</sup> Data Source: U.S. Bureau of Labor Statistics. *Data on the Natural Resources and Mining and Manufacturing sectors was not available for Breathitt County due to data confidentiality. Based on preliminary data for 2023.*

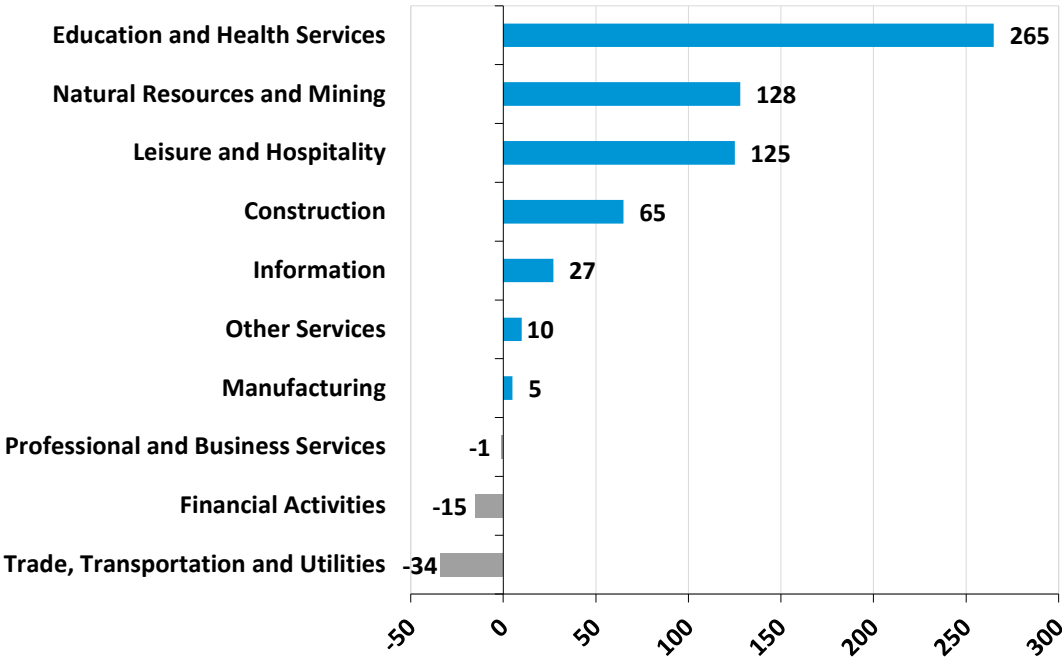
<sup>23</sup> Data Source: U.S. Bureau of Labor Statistics. *Data on the Natural Resources and Mining and Manufacturing sectors was not available for Breathitt County due to data confidentiality. Based on preliminary data for 2023.*





Figure 10 details the year-over-year change in private sector employment from 2022 to 2023 in the region by industry supersector. Over this period, the largest employment gains occurred in the Education and Health Services (up 265 jobs), Natural Resources and Mining (up 128 jobs), and Leisure and Hospitality (125 jobs) sectors. The only employment losses occurred in the Trade, Transportation and Utilities (down 34 jobs), Financial Activities (down 15 jobs), and Professional and Business Services (down 1 job) sectors.

**Figure 10: Change in Private Employment by Industry Supersector in the Region from 2022 to 2023<sup>24</sup>**



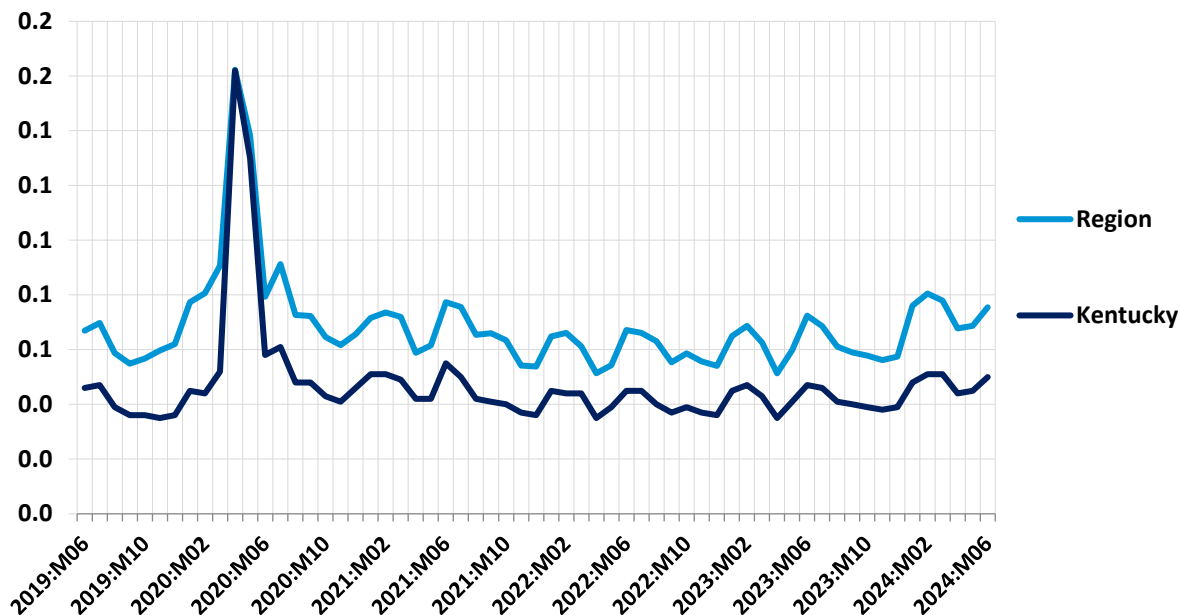
### Unemployment

Figure 11 presents the unemployment rate trends within the region over the five-year period from June 2019 to June 2024 and benchmarks those data against the statewide trend for Kentucky. As these data indicate, unemployment rates in the region followed the statewide trends but at rates above the statewide average. In April 2020 unemployment in the region and state significantly rose due to labor market disruptions caused by the COVID-19 pandemic. The unemployment rate in the region and state peaked at 16.2 percent during this period. As of June 2024, unemployment stood at 7.5 percent in the region and at 5.0 percent in Kentucky statewide.

<sup>24</sup> Data Source: U.S. Bureau of Labor Statistics. *Data on the Natural Resources and Mining and Manufacturing sectors was not available for Breathitt County (KY) and Knott County (KY) due to data confidentiality. Based on preliminary data for 2023.*



Figure 11: Unemployment Rate – June 2019 to June 2024<sup>25</sup>



## Coal Mining Industry

The coal mining industry has been an important driver of Kentucky’s economy, providing jobs and wages for many decades. For many years, the region was among the top coal producers in the Eastern Kentucky region. However, in recent years mining employment and coal production have declined and mine lands have been abandoned.

Figure 12 shows the change in total coal mining employment between the fourth quarter of 2014 and fourth quarter of 2023 in the region and in the state as a whole. In the fourth quarter of 2014, coal mining employment in the region accounted for 1,931 jobs or approximately 9 percent of total private sector employment. Statewide, coal mining employment during that time accounted for approximately 11,566 jobs, or 1 percent of total private sector employment.<sup>26</sup>

Since then, coal mining employment in the region and statewide has declined by more than two thirds to 618 jobs (or 3 percent of total private sector employment) in the region and 4,815 jobs (or 0.3 percent of total private sector employment) statewide.<sup>27</sup>

Figure 13 summarizes the total coal tonnage produced in the region and state between the fourth quarter of 2014 and the fourth quarter of 2023. Whereas coal production in the region totaled 5.2 million tons in the fourth quarter of 2014, by the fourth quarter of 2023 it had declined to 0.5 million tons. This constitutes a decrease of 90 percent compared to a statewide decrease of 63 percent.

<sup>25</sup> Data Source: U.S. Bureau of Labor Statistics.

<sup>26</sup> Data Source: Kentucky Energy and Environment Cabinet. Coal Facts and U.S Bureau of Labor Statistics.

<sup>27</sup> Data Source: Kentucky Energy and Environment Cabinet. Coal Facts and U.S Bureau of Labor Statistics.



Figure 12: Total Mining Employment in the Region and Statewide – 4<sup>th</sup> Qu. 2014 to 4<sup>th</sup> Qu. 2023<sup>28</sup>

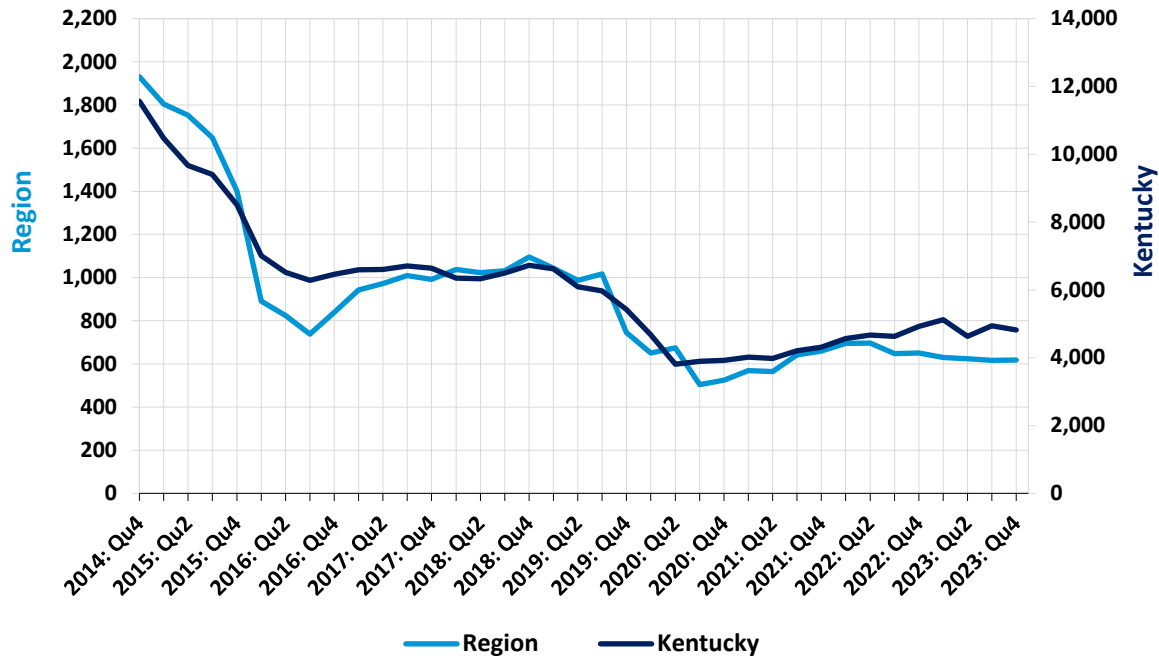
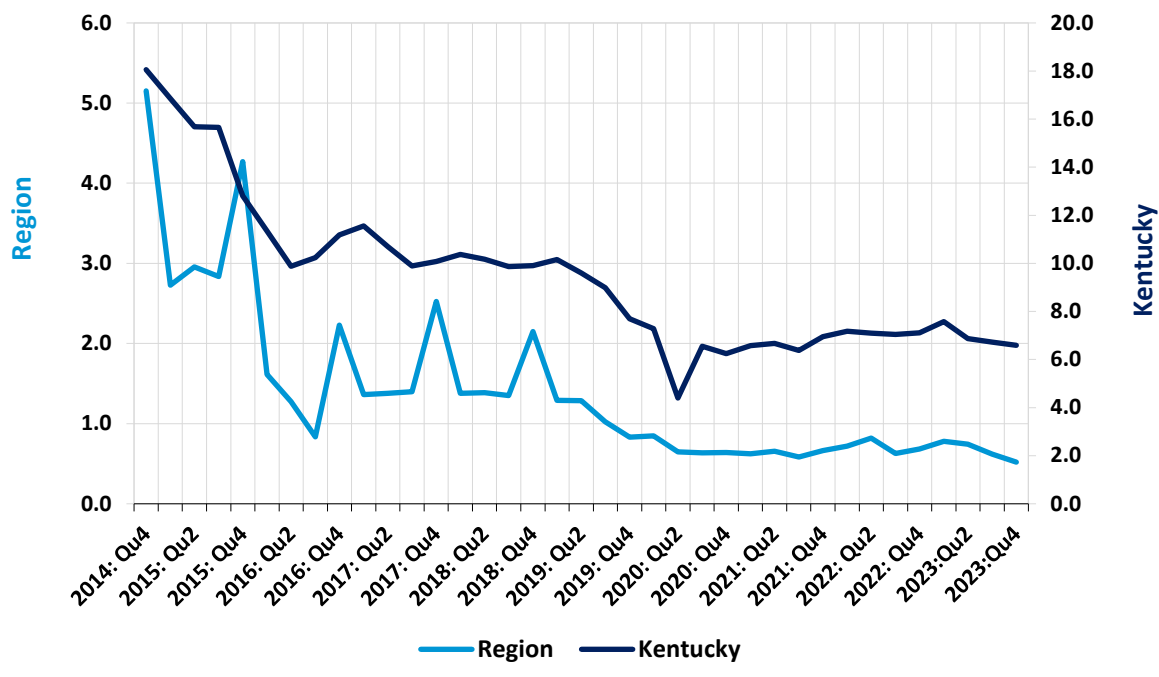


Figure 13: Coal Production in the Region and Statewide – 4<sup>th</sup> Qu 2014 to 4<sup>th</sup> Qu 2023<sup>29</sup>  
(in million tons)



<sup>28</sup> Data Source: Kentucky Energy and Environment Cabinet. Coal Facts.  
<sup>29</sup> Data Source: Kentucky Energy and Environment Cabinet. Coal Facts.

## Economic Impact

---

The analysis provided in this section quantifies the economic and fiscal contribution that the proposed Starfire Solar project would make to the region and to the Commonwealth of Kentucky. The analysis separately evaluates the one-time pulse of economic activity that would occur during the construction and decommissioning phases of the project, as well as the annual economic activity that the project would generate during its ongoing operational phase.<sup>30</sup>

### Method

To empirically evaluate the likely local economic impact attributable to the proposed Starfire Solar project, the analysis employs a regional economic impact model called IMPLAN.<sup>31</sup> The IMPLAN model is one of the most commonly used economic impact simulation models in the U.S. and is commonly employed by universities, state agencies and research institutes. Like all economic impact models, the IMPLAN model uses economic multipliers to quantify economic impact.

Economic multipliers measure the ripple effects that an expenditure generates as it makes its way through the economy. For example, as when the Starfire Solar project purchases goods and services – or when employees and contractors hired by the facility use their salaries and wages to make household purchases – thereby generating income for someone else, which is in turn spent, thereby becoming income for yet someone else, and so on, and so on. Through this process, one dollar in expenditures generates multiple dollars of income. The mathematical relationship between the initial expenditure and the total income generated is the economic multiplier.

One of the primary advantages of the IMPLAN model is that it uses regional and national production and trade flow data to construct region-specific and industry-specific economic multipliers, which are then further adjusted to reflect anticipated actual spending patterns within the specific geographic study area that is being evaluated. As a result, the economic impact estimates produced by IMPLAN are not generic. They reflect as precisely as possible the economic realities of the specific industry, and the specific study area, being evaluated.

In the analysis that follows, these impact estimates are divided into three categories. First round direct impact measures the direct economic contribution of the entity being evaluated (e.g., goods and services purchased by the Starfire Solar project). Second round indirect and induced impact measures the economic ripple effects of this direct impact in terms of business to business, and household (employee) to business, transactions. Total impact is simply the sum of the preceding two. These categories of impact are then further defined in terms of employment (the jobs that are created), labor income (the wages and benefits associated with those jobs), and economic output (the total amount of economic activity that is created in the economy).

---

<sup>30</sup> Region includes the counties of Breathitt, Floyd, Knott, and Perry.

<sup>31</sup> IMPLAN is produced by IMPLAN Group, LLC.

## Construction Phase

This portion of the section assesses the economic and fiscal impact that the one-time pulse of activity associated with construction of the proposed Starfire Solar project would have on the region and on the Commonwealth of Kentucky.

### *Economic Impact Assumptions*

The analysis is based on the following assumptions:

- Total capitalized investment in the Starfire Solar project is estimated to be approximately \$309.4 million.<sup>32</sup>
- Of that total:
  - Architecture, engineering, site preparation, and other development and construction costs are estimated to be approximately \$166.3 million.<sup>33</sup>
  - Capital equipment costs are estimated to be approximately \$143.1 million.<sup>34</sup> It is anticipated that no capital equipment would be purchased from vendors in the state.<sup>35</sup>
- Starfire Solar would support the reforestation of approximately 25 acres in the region.<sup>36</sup>
- For ease of explanation, all construction expenditures are assumed to take place during a representative 12-month period.

### *Economic Impact – Region*

Applying these assumptions in the IMPLAN model results in the following estimates of one-time economic impact on the region. As shown in Table 1, construction of the proposed Starfire Solar project would directly provide a one-time pulse of economic activity supporting approximately: 1) 85 job years, 2) \$7.3 million in wages and benefits, and 3) \$30.0 million in economic output to the region (in 2024 dollars).

Taking into account the economic ripple effects that direct investment would generate, the total estimated one-time impact on the region would support approximately: 1) 200 job years, 2) \$11.9 million in wages and benefits, 3) \$46.6 million in economic output, and 4) \$2.7 million in state and local tax revenue (in 2024 dollars).

---

<sup>32</sup> Data Source: BrightNight. Investment estimate is subject to change based on final design and vendor contracts.

<sup>33</sup> Data Source: BrightNight. Subject to change based on final design and vendor contracts.

<sup>34</sup> Data Source: BrightNight. Subject to change based on final design and vendor contracts.

<sup>35</sup> Data Source: IMPLAN Group, LLC.

<sup>36</sup> Data Source: BrightNight.

Table 1: Estimated One-Time Economic and Fiscal Impact on the Region from Construction of the Starfire Solar Project (2024 Dollars)<sup>37,38</sup>

Economic Impact	Employment (Job Years)	Wages and Benefits	Output
<b>1<sup>st</sup> Round Direct Economic Activity</b>	85	\$7,260,700	\$29,968,500
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	114	\$4,681,700	\$16,612,400
<b>Total Economic Activity</b>	<b>200</b>	<b>\$11,942,400</b>	<b>\$46,580,900</b>
<b>Fiscal Impact</b>			
<b>State and Local Tax Revenue</b>			<b>\$2,668,800</b>

\*Totals may not sum due to rounding

### Economic Impact – Kentucky Statewide

(Includes regional impact)

Applying the above stated assumptions in the IMPLAN model results in the following estimates of one-time economic impact on the Commonwealth of Kentucky. As shown in Table 2, construction of the proposed Starfire Solar project would directly provide a one-time pulse of economic activity supporting approximately: 1) 192 job years, 2) \$23.8 million in wages and benefits, and 3) \$75.4 million in economic output to the Commonwealth of Kentucky as a whole (in 2024 dollars).

Taking into account the economic ripple effects that direct investment would generate, the total estimated one-time impact on the Commonwealth of Kentucky would support approximately: 1) 496 job years, 2) \$39.3 million in wages and benefits, and 3) \$128.9 million in economic output, and 4) \$6.9 million in state and local tax revenue (in 2024 dollars).

Table 2: Estimated One-Time Economic and Fiscal Impact on the Commonwealth of Kentucky from Construction of the Starfire Solar Project (2024 Dollars)

Economic Impact	Employment (Job Years)	Wages and Benefits	Output
<b>1<sup>st</sup> Round Direct Economic Activity</b>	192	\$23,805,900	\$75,425,100
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	304	\$15,544,000	\$53,452,500
<b>Total Economic Activity</b>	<b>496</b>	<b>\$39,349,900</b>	<b>\$128,877,600</b>
<b>Fiscal Impact</b>			
<b>State and Local Tax Revenue</b>			<b>\$6,877,100</b>

\*Totals may not sum due to rounding

<sup>37</sup> Construction sector jobs are not necessarily new jobs, but the investments made can also support a job during the construction of the project. Please note it is not possible to know with certainty what proportion of these jobs would go to regional construction contractors or be filled by residents in region or state.

<sup>38</sup> A construction sector job, also referred to as a job year, is equal to one job over one year. It is used to denote employment on construction projects to account for the fact that actual on-site employment may vary over the period.

## Ongoing Operations Phase

This portion of the section assesses the annual economic and fiscal impact that the proposed Starfire Solar project would have on the region and on the Commonwealth of Kentucky during its anticipated 40-year operational life.

### Economic Impact Assumptions

The analysis is based on the following assumptions:

- Starfire Solar would employ approximately one full-time equivalent on-site employee and would source locally and statewide available services and materials for maintenance of the facility, including site security services.<sup>39</sup>
- Starfire Solar would enter into a sheep grazing agreement for a portion of the solar site.<sup>40</sup>
- Starfire Solar would make confidential lease payments to local landowners.<sup>41</sup>
- The ongoing operation of Starfire Solar would support the continuation of local businesses, including recreational hunting.<sup>42</sup>

### Economic Impact – Region

Applying these assumptions in the IMPLAN model results in the following estimates of annual economic impact on the region. As shown in Table 3, annual operation of the proposed Starfire Solar project would on average directly support approximately: 1) 1 job, 2) \$0.1 million in wages and benefits, and 3) \$0.5 million in economic output to the region (in 2024 dollars).

Taking into account the economic ripple effects that direct impact would generate, the total estimated annually supported impact on the region would be approximately: 1) 9 jobs, 2) \$0.4 million in wages and benefits, and 3) \$2.5 million in economic output (in 2024 dollars).

**Table 3: Estimated Annual Economic Impact on the Region from the Ongoing Operation of the Starfire Solar Project (2024 Dollars)**

Economic Impact	Employment	Wages and Benefits	Output
<b>1<sup>st</sup> Round Direct Economic Activity</b>	1	\$107,700	\$512,700
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	8	\$341,700	\$1,958,200
<b>Total Economic Activity</b>	<b>9</b>	<b>\$449,400</b>	<b>\$2,470,900</b>

*\*Totals may not sum due to rounding*

<sup>39</sup> Data Source: BrightNight. Full-time equivalent employee may consist of multiple individuals spending a portion of their time on site.

<sup>40</sup> Data Source: BrightNight. Expenditure estimate is subject to change based on final design and vendor contracts.

<sup>41</sup> Data Source: BrightNight.

<sup>42</sup> Data Source: BrightNight.





### Economic Impact – Kentucky Statewide

(Includes regional impact)

Applying these assumptions in the IMPLAN model results in the following estimates of annual economic impact on the Commonwealth of Kentucky. As shown in Table 4, annual operation of the proposed Starfire Solar project would on average directly support approximately: 1) 1 job, 2) \$0.1 million in wages and benefits, and 3) \$0.5 million in economic output to the Commonwealth of Kentucky (in 2024 dollars).

Taking into account the economic ripple effects that direct impact would generate, the total estimated annually supported impact on the Commonwealth of Kentucky would be approximately: 1) 21 jobs, 2) \$1.3 million in wages and benefits, and 3) \$5.8 million in economic output (in 2024 dollars).

Table 4: Estimated Annual Economic Impact on the Commonwealth of Kentucky from the Ongoing Operation of the Starfire Solar Project (2024 Dollars)

Economic Impact	Employment	Wages and Benefits	Output
<b>1<sup>st</sup> Round Direct Economic Activity</b>	1	\$107,700	\$512,700
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	20	\$1,164,300	\$5,286,200
<b>Total Economic Activity</b>	<b>21</b>	<b>\$1,272,000</b>	<b>\$5,798,900</b>

\*Totals may not sum due to rounding

### Decommissioning Phase

This portion of the section assesses the economic and fiscal impact that the one-time pulse of activity associated with decommissioning of the proposed Starfire Solar project at the end of its operational life would have on the region and on the Commonwealth of Kentucky.

### Economic Impact Assumptions

The analysis is based on the following assumptions:

- Total costs associated with the decommissioning of Starfire Solar are estimated to be approximately \$9.5 million.<sup>43</sup>
- Starfire Solar would source locally and statewide available contractors and services for the decommissioning of the facility.
- For ease of explanation, all decommissioning expenditures are assumed to take place during a representative 12-month period.

<sup>43</sup> Data Source: BrightNight. Cost estimate is subject to change based on vendor contracts and it includes a scrap metal credit.



### Economic Impact – Region

Applying these assumptions in the IMPLAN model results in the following estimates of one-time economic impact on the region. As shown in Table 5, decommissioning of the proposed Starfire Solar project would directly provide a one-time pulse of economic activity supporting approximately: 1) 26 job years, 2) \$2.2 million in wages and benefits, and 3) \$4.0 million in economic output to the region (in 2024 dollars).

Taking into account the economic ripple effects that direct investment would generate, the total estimated one-time impact on the region would support approximately: 1) 46 job years, 2) \$3.2 million in wages and benefits, 3) \$7.8 million in economic output, and 4) \$0.5 million in state and local tax revenue (in 2024 dollars).

Table 5: Estimated One-Time Economic and Fiscal Impact on the Region from Decommissioning of the Starfire Solar Project (2024 Dollars)<sup>44,45</sup>

Economic Impact	Employment (Job Years)	Wages and Benefits	Output
<b>1<sup>st</sup> Round Direct Economic Activity</b>	26	\$2,210,900	\$3,958,600
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	20	\$994,700	\$3,855,500
<b>Total Economic Activity</b>	<b>46</b>	<b>\$3,205,600</b>	<b>\$7,814,100</b>
<b>Fiscal Impact</b>			
<b>State and Local Tax Revenue</b>			<b>\$498,800</b>

*\*Totals may not sum due to rounding*

### Economic Impact – Kentucky Statewide

*(Includes regional impact)*

Applying the above stated assumptions in the IMPLAN model results in the following estimates of one-time economic impact on the Commonwealth of Kentucky. As shown in Table 6, decommissioning of the proposed Starfire Solar project would directly provide a one-time pulse of economic activity supporting approximately: 1) 60 job years, 2) \$4.5 million in wages and benefits, and 3) \$7.8 million in economic output to the Commonwealth of Kentucky as a whole (in 2024 dollars).

Taking into account the economic ripple effects that direct investment would generate, the total estimated one-time impact on the Commonwealth of Kentucky would support approximately: 1) 117 job years, 2) \$7.8 million in wages and benefits, and 3) \$20.0 million in economic output, and 4) \$1.2 million in state and local tax revenue (in 2024 dollars).

<sup>44</sup> Jobs are not necessarily new jobs, but the decommissioning of the facility can also support a job during the decommissioning of the project. Please note that it is not possible to know with certainty what proportion of these jobs would go to regional construction contractors or be filled by residents in region or state.

<sup>45</sup> A job year is equal to one job over one year. It is used to denote employment on decommissioning projects to account for the fact that actual on-site employment may vary over the period.



Table 6: Estimated One-Time Economic and Fiscal Impact on the Commonwealth of Kentucky from Decommissioning of the Starfire Solar Project (2024 Dollars)

Economic Impact	Employment (Job Years)	Wages and Benefits	Output
<b>1<sup>st</sup> Round Direct Economic Activity</b>	60	\$4,472,000	\$7,836,700
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	57	\$3,335,800	\$12,160,200
<b>Total Economic Activity</b>	<b>117</b>	<b>\$7,807,800</b>	<b>\$19,996,900</b>
<b>Fiscal Impact</b>			
<b>State and Local Tax Revenue</b>			<b>\$1,221,400</b>

*\*Totals may not sum due to rounding*

### Impact on Coal Mining Industry in Kentucky

As mentioned in the economic profile section, the coal mining industry has been an important driver of Kentucky’s economy, providing jobs and wages for many decades. The region was among the top coal producers in Eastern Kentucky for many years. However, in recent years mining employment and coal production have declined and mine lands have been left abandoned.

Once mining operations cease in an area, water and land reclamation efforts can begin. These efforts are generally ensured through reclamation bonds, which are required along with detailed reclamation plans before a mining permit is issued. Once a mining company completes a reclamation phase, the bond amount associated with the specific acreage is released to the mining company. If the company does not reclaim the mining site as stated in the reclamation plan that was approved with the permit, the bond amount will be paid to the applicable government agency.

The following analysis portrays the impact that the released bond money would have on the ongoing operations of a mining company assuming the money is reinvested into the ongoing operations of the company.

#### *Economic Impact Assumptions*

The analysis is based on the following assumptions:

- Completion of reclamation efforts on the acreage used for the Starfire Solar project results in the release of approximately \$2.3 million in bonds that would be reinvested into coal mining operations in Kentucky.<sup>46</sup>

<sup>46</sup> Data Source: BrightNight.



*Economic Impact – Kentucky Statewide*

Applying the above stated assumptions in the IMPLAN model results in the following estimates of one-time economic impact on the Commonwealth of Kentucky. As shown in Table 7, reinvestment of the reclamation bonds into coal mining operations would directly support approximately: 1) 5 jobs, 2) \$0.5 million in wages and benefits, and 3) \$2.3 million in economic output to the Commonwealth of Kentucky as a whole (in 2024 dollars).

Taking into account the economic ripple effects that direct investment would generate, the total estimated one-time impact on the Commonwealth of Kentucky would support approximately: 1) 10 jobs, 2) \$0.8 million in wages and benefits, and 3) \$3.4 million in economic output (in 2024 dollars).

**Table 7: Estimated One-Time Economic and Fiscal Impact on the Commonwealth of Kentucky from Construction of the Starfire Solar Project (2024 Dollars)**

<b>Economic Impact</b>	<b>Employment</b>	<b>Wages and Benefits</b>	<b>Output</b>
<b>1<sup>st</sup> Round Direct Economic Activity</b>	5	\$503,000	\$2,250,000
<b>2<sup>nd</sup> Round Indirect and Induced Economic Activity</b>	5	\$323,100	\$1,143,100
<b>Total Economic Activity</b>	<b>10</b>	<b>\$826,100</b>	<b>\$3,393,100</b>

*\*Totals may not sum due to rounding*

## Fiscal Impact

---

The analysis on the following pages quantifies the direct fiscal contribution that the proposed Starfire Solar project would make to the region and to the Commonwealth of Kentucky. It should be noted at the outset, however, that the analysis that follows likely understates the actual fiscal impact that Starfire Solar would have, as it only accounts for the direct fiscal impact that Starfire Solar would have on the region and on the state. It does not take into account any additional tax revenue that would be generated as a result of the indirect economic activity attributable to the ongoing operation of Starfire Solar.

The analysis on the following pages considers two scenarios. Both scenarios include an additional contribution through a community fund to be established by BrightNight. Scenario 1 includes the additional revenue that Starfire Solar would generate for the region and the Commonwealth of Kentucky from the reassessment of the land and from taxation of the capital investments. Scenario 2 assumes that the capital investments are financed using Industrial Revenue Bonds (IRB) and that regional tax revenues are replaced with a payment-in-lieu-of-tax (PILOT) agreement and that capital investments are taxed at the state level only over the bond's 40-year life.

### Fiscal Impact Assumptions

The analysis provided in this section is based on the following assumptions:

- The total capitalized investment in the Starfire Solar project would be categorized as follows:<sup>47</sup>
  - Approximately \$218.1 million would be classified as manufacturing machinery.
  - Approximately \$39.8 million would be classified as tangible personal property.
  - Approximately \$0.5 million would be classified as real property improvements.
  - The remainder of the investment is associated with non-taxable development costs and civil site improvements.
- The manufacturing machinery and tangible personal property would be depreciated using the Kentucky Department of Revenue depreciation schedule for Class VI.<sup>48</sup>
- The Starfire Solar project would be situated within a fenced-in area of approximately 1,385 acres of mine land located in the counties of Breathitt (28.5 percent), Knott (54 percent), and Perry (17.5 percent).<sup>49</sup>
- Starfire Solar would have an operational life of 40 years.<sup>50</sup>
- Tax rates and assessment values remain constant throughout the analysis.

---

<sup>47</sup> Data Source: BrightNight based on Kentucky Department of Revenue's solar farm assessment guidelines. Actual values for each category are subject to change based on final design, vendor contracts, and classification of investments.

<sup>48</sup> Data Source: Assumed depreciation schedule for illustrative purposes as future company depreciation schedule currently unknown.

<sup>49</sup> Data Source: BrightNight. Estimated distribution based on current layout. Distribution is applied to acreage, investment, and PILOT values. Please note that actual distribution is subject to change.

<sup>50</sup> Data Source: BrightNight.



- Starfire Solar would provide annual payments of up to \$75,000 to a community foundation.<sup>51</sup>

*Scenario 1 – Taxation of Capital Investments*

- The investments would be taxed at the state and local levels.
- Once operational, the fenced-in acreage used for solar purposes would be assessed at a taxable value of \$2,000 per acre while the remaining, unused acreage of each parcel would continue to be assessed at its current taxable value.<sup>52</sup>

*Scenario 2 – PILOT*

- The entire capitalized investment would be financed using Industrial Revenue Bonds (IRBs) over a 40-year term.<sup>53</sup>
- Starfire Solar would make local payment-in-lieu-of-tax (PILOT) payments of up \$1,500 per MW over the 40-year life of the project.<sup>54</sup>
- Starfire Solar’s total generation capacity would be 210 MW.<sup>55</sup>
- The capitalized investment and land associated with the project would be taxed at the state level only over the life of the project.<sup>56</sup>

**Fiscal Impact Results**

*Community Foundation Contribution*

Starfire Solar is in communication with an existing community foundation with a proven track record of successful grants, flood relief, scholarships, and more. The proposed annual contribution from Starfire to the community foundation is up to \$75,000 per year of the project’s operation.<sup>57</sup>

**Table 8: Proposed Starfire Solar – Community Foundation Contribution over 40 Years (2024 Dollars)**

	<b>Regional Total</b>
Annual Community Foundation Contribution <sup>58</sup>	Up to \$75,000
<b>Cumulative Contribution over 40 Years</b>	<b><u>Up to \$3,000,000</u></b>

<sup>51</sup> Data Source: BrightNight. Subject to change.  
<sup>52</sup> Data Source: Assumed assessment value of land used for illustrative purposes as actual future assessment value is currently unknown by the local PVAs.  
<sup>53</sup> Data Source: BrightNight.  
<sup>54</sup> Data Source: BrightNight.  
<sup>55</sup> Data Source: BrightNight.  
<sup>56</sup> Data Source: BrightNight.  
<sup>57</sup> Data Source: BrightNight.  
<sup>58</sup> Data Source: BrightNight. Please note that the value of the community foundation contributions shown in this report is a proposed value and subject to change.

### *Taxation of Capital Investments – Scenario 1*

Tables 9 through 12 detail the revenue that the proposed Starfire Solar project would generate for the counties of Breathitt, Knott, and Perry, and for the Commonwealth of Kentucky over a 40-year period from taxation of the real property, real property improvements, tangible personal property, and the manufacturing machinery located on the site.

Based on guidance from the Kentucky Department of Revenue, this property would be assessed by the Department based on a cost approach during the initial years of operation, moving to an income approach thereafter. Due to data limitations on the future income streams of the project, the analysis presented on the following pages relies on the cost approach for the duration of the project. *Please note that actual revenues generated by Starfire Solar may therefore vary from the analysis presented.*

#### *Real Estate Tax Revenue*

Table 9 details the revenue that the proposed Starfire Solar project would generate for the counties of Breathitt, Knott, and Perry and for the Commonwealth of Kentucky over a 40-year period from the increased property assessments associated with assessing the actively used, fenced-in acreage at a taxable value of \$2,000 per acre.

As the data in Table 9 indicate, the local real estate tax revenue from the project after reassessment is estimated to be approximately \$29,300 per year for a cumulative total of approximately \$1.2 million over 40 years (in 2024 dollars). This consists of approximately: \$0.4 million for Breathitt County, \$0.6 million for Knott County, and \$0.2 million for Perry County (in 2024 dollars).

Table 9 also shows the estimated state real estate tax revenue from the project after reassessment, which is estimated to be approximately \$3,200 per year for a cumulative total of approximately \$0.1 million over 40 years (in 2024 dollars).





**Table 9: Estimated Tax Revenue Generated by the Proposed Starfire Solar Project over 40 Years from Real Property Taxes – Land (2024 Dollars)**

	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
Real Estate Tax Rate (per \$100) <sup>59</sup>	1.259	0.992	0.926		0.114
Estimated Solar Use Value of Land <sup>60</sup>	\$789,200	\$1,495,300	\$484,600		\$2,769,200
Annual Real Estate Tax Revenue - Land	\$9,900	\$14,800	\$4,500	<b>\$29,300</b>	<b>\$3,200</b>
<b>Cumulative Real Estate Tax Revenue over 40 Years - Land</b>	<b>\$397,400</b>	<b>\$593,400</b>	<b>\$179,500</b>	<b><u>\$1,170,300</u></b>	<b><u>\$126,300</u></b>

*\*Total may not sum due to rounding.*

*Real Property Improvements*

Table 10 details the revenue that the proposed Starfire Solar project would generate for the counties of Breathitt, Knott, and Perry and for the Commonwealth of Kentucky over a 40-year period from taxation of the real property improvements associated with the Starfire Solar project.

As the data in Table 10 indicate, the total local real estate tax revenue from taxation of the real property improvements is estimated to be approximately \$5,000 per year for a cumulative total of approximately \$0.2 million over 40 years (in 2024 dollars). This consists of approximately: \$68,200 for Breathitt County, \$101,800 for Knott County, and \$30,800 for Perry County (in 2024 dollars).

As shown in Table 10, the state tax revenue associated with taxation of the real property improvements is estimated to be approximately \$540 per year for a cumulative total of approximately \$21,700 over 40 years (in 2024 dollars).

<sup>59</sup> Data Source: Kentucky Department of Revenue. Includes levies for each county’s countywide total and local school district.

<sup>60</sup> Data Source: Assumed assessment value of land used for illustrative purposes as actual future assessment value is currently unknown by the local PVAs.

**Table 10: Estimated Tax Revenue Generated by the Proposed Starfire Solar Project over 40 Years from Taxation of Real Property Improvements (2024 Dollars)**

	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
Real Estate Tax Rate (per \$100) <sup>61</sup>	1.259	0.992	0.926		0.114
Estimated Taxable Value of Improvements <sup>62</sup>	\$135,400	256,500	\$83,100		\$475,000
Annual Real Estate Tax Revenue - Improvements	\$1,700	\$2,500	\$770	<b>\$5,000</b>	<b>\$540</b>
<b>Cumulative Real Estate Tax Revenue over 40 Years - Improvements</b>	<b>\$68,200</b>	<b>\$101,800</b>	<b>\$30,800</b>	<b><u>\$200,700</u></b>	<b><u>\$21,700</u></b>

*Tangible Personal Property*

Table 11 summarizes the revenue that the proposed Starfire Solar project would generate for the counties of Breathitt, Knott, and Perry and for the Commonwealth of Kentucky over a 40-year period from taxation of the tangible personal property associated with the project.

As shown in Table 11, the total local personal property tax revenue from taxation of the tangible personal property is estimated to be approximately \$0.4 million in year one, with that figure projected to decline to approximately \$44,100 in year 27 and thereafter as the property is further depreciated for a cumulative total of approximately \$6.8 million over 40 years (in 2024 dollars). This consists of approximately: \$2.2 million for Breathitt County, \$3.6 million for Knott County, and \$1.0 million for Perry County (in 2024 dollars).

Table 11 also summarizes the state tax revenue associated with taxation of the tangible personal property in the project. The tax revenue in year one is estimated to be approximately \$0.2 million with that figure projected to decline to approximately \$17,900 in year 27 and thereafter, for a cumulative total of approximately \$2.8 million over 40 years (in 2024 dollars).

<sup>61</sup> Data Source: Kentucky Department of Revenue. Includes levies for each county’s countywide total and local school district.  
<sup>62</sup> Bright Night: Estimated distribution based on current layout. Please note that actual distribution is subject to change.

Table 11: Estimated Tax Revenue Generated by the Proposed Starfire Solar Project over 40 Years from Taxation of Tangible Personal Property (2024 Dollars)

Year	Taxable Value <sup>63</sup>	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
<b>Tax Rate (per \$100)<sup>64</sup></b>		<b>1.2792</b>	<b>1.0852</b>	<b>0.9118</b>		<b>0.45</b>
<b>Original Cost: \$39,769,300<sup>65</sup></b>		<b>\$11,334,200</b>	<b>\$21,475,400</b>	<b>\$6,959,600</b>		<b>\$39,769,300</b>
1	\$38,496,700	\$140,300	\$225,600	\$61,400	\$427,400	\$173,200
2	\$37,144,500	\$135,400	\$217,700	\$59,300	\$412,400	\$167,200
3	\$36,070,700	\$131,500	\$211,400	\$57,600	\$400,400	\$162,300
4	\$35,514,000	\$129,500	\$208,100	\$56,700	\$394,300	\$159,800
5	\$34,957,200	\$127,400	\$204,900	\$55,800	\$388,100	\$157,300
6	\$33,446,000	\$121,900	\$196,000	\$53,400	\$371,300	\$150,500
7	\$31,338,200	\$114,300	\$183,600	\$50,000	\$347,900	\$141,000
8	\$28,872,500	\$105,300	\$169,200	\$46,100	\$320,500	\$129,900
9	\$26,088,700	\$95,100	\$152,900	\$41,600	\$289,600	\$117,400
10	\$24,299,000	\$88,600	\$142,400	\$38,800	\$269,800	\$109,300
11	\$22,390,100	\$81,600	\$131,200	\$35,700	\$248,600	\$100,800
12	\$20,640,300	\$75,200	\$121,000	\$32,900	\$229,100	\$92,900
13	\$19,606,300	\$71,500	\$114,900	\$31,300	\$217,700	\$88,200
14	\$18,293,900	\$66,700	\$107,200	\$29,200	\$203,100	\$82,300
15	\$16,225,900	\$59,200	\$95,100	\$25,900	\$180,100	\$73,000
16	\$15,748,600	\$57,400	\$92,300	\$25,100	\$174,800	\$70,900
17	\$14,873,700	\$54,200	\$87,200	\$23,700	\$165,100	\$66,900
18	\$14,436,300	\$52,600	\$84,600	\$23,000	\$160,300	\$65,000
19	\$13,799,900	\$50,300	\$80,900	\$22,000	\$153,200	\$62,100

<sup>63</sup> Accounts for the current Kentucky Department of Revenue depreciation schedule for Class VI. Actual depreciation schedule may vary.

<sup>64</sup> Data Source: Kentucky Department of Revenue. Includes levies for each county's countywide total and local school district.

<sup>65</sup> Data Source: BrightNight. Estimated value is distributed based on the current layout and it is subject to change based on final design, vendor contracts, and classification of investments.



Year	Taxable Value <sup>63</sup>	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
<b>Tax Rate (per \$100)<sup>64</sup></b>		<b>1.2792</b>	<b>1.0852</b>	<b>0.9118</b>		<b>0.45</b>
<b>Original Cost: \$39,769,300<sup>65</sup></b>		<b>\$11,334,200</b>	<b>\$21,475,400</b>	<b>\$6,959,600</b>		<b>\$39,769,300</b>
20	\$13,521,600	\$49,300	\$79,200	\$21,600	\$150,100	\$60,800
21	\$12,567,100	\$45,800	\$73,600	\$20,100	\$139,500	\$56,600
22	\$11,652,400	\$42,500	\$68,300	\$18,600	\$129,400	\$52,400
23	\$10,658,200	\$38,900	\$62,500	\$17,000	\$118,300	\$48,000
24	\$9,902,600	\$36,100	\$58,000	\$15,800	\$109,900	\$44,600
25	\$9,146,900	\$33,300	\$53,600	\$14,600	\$101,500	\$41,200
26	\$8,351,600	\$30,400	\$48,900	\$13,300	\$92,700	\$37,600
27	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
28	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
29	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
30	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
31	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
32	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
33	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
34	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
35	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
36	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
37	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
38	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
39	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
40	\$3,976,900	\$14,500	\$23,300	\$6,300	\$44,100	\$17,900
<b>Estimated Cumulative Revenue over 40 Years</b>		<b>\$2,237,500</b>	<b>\$3,596,400</b>	<b>\$979,300</b>	<b>\$6,813,200</b>	<b>\$2,761,700</b>

\*Total may not sum due to rounding.

*Manufacturing Machinery Property Tax Revenue*

Table 12 details the tax revenue that the proposed Starfire Solar project would generate for the Commonwealth of Kentucky over a 40-year period from taxation of the manufacturing machinery located on the site.

As shown in Table 12, the state tax revenue is estimated to be approximately \$0.3 million in year one of the project with that figure projected to decline to approximately \$32,700 in year 27 and thereafter as the machinery is further depreciated for a cumulative total of approximately \$5.0 million over 40 years (in 2024 dollars).

**Table 12: Estimated Tax Revenue Generated by the Proposed Starfire Solar Project over 40 Years from Additional Manufacturing Machinery Taxes (2024 Dollars)**

Year	Taxable Value <sup>66</sup>	Total State Tax Revenue
<b>Tax Rate (per \$100)<sup>67</sup></b>		<b>0.15</b>
<b>Original Cost: \$218,100,000<sup>68</sup></b>		
1	\$211,120,800	\$316,700
2	\$203,705,400	\$305,600
3	\$197,816,700	\$296,700
4	\$194,763,300	\$292,100
5	\$191,709,900	\$287,600
6	\$183,422,100	\$275,100
7	\$171,862,800	\$257,800
8	\$158,340,600	\$237,500
9	\$143,073,600	\$214,600
10	\$133,259,100	\$199,900
11	\$122,790,300	\$184,200
12	\$113,193,900	\$169,800
13	\$107,523,300	\$161,300
14	\$100,326,000	\$150,500
15	\$88,984,800	\$133,500
16	\$86,367,600	\$129,600
17	\$81,569,400	\$122,400
18	\$79,170,300	\$118,800
19	\$75,680,700	\$113,500
20	\$74,154,000	\$111,200
21	\$68,919,600	\$103,400

<sup>66</sup> Accounts for the current Kentucky Department of Revenue depreciation schedule for Class VI as future company depreciation schedule currently unknown.

<sup>67</sup> Data Source: Kentucky Department of Revenue.

<sup>68</sup> Data Source: BrightNight. Estimated value subject to change based on final design, vendor contracts, and classification of investments.

Year	Taxable Value <sup>66</sup>	Total State Tax Revenue
<b>Tax Rate (per \$100)<sup>67</sup></b>		<b>0.15</b>
22	\$63,903,300	\$95,900
23	\$58,450,800	\$87,700
24	\$54,306,900	\$81,500
25	\$50,163,000	\$75,200
26	\$45,801,000	\$68,700
27	\$21,810,000	\$32,700
28	\$21,810,000	\$32,700
29	\$21,810,000	\$32,700
30	\$21,810,000	\$32,700
31	\$21,810,000	\$32,700
32	\$21,810,000	\$32,700
33	\$21,810,000	\$32,700
34	\$21,810,000	\$32,700
35	\$21,810,000	\$32,700
36	\$21,810,000	\$32,700
37	\$21,810,000	\$32,700
38	\$21,810,000	\$32,700
39	\$21,810,000	\$32,700
40	\$21,810,000	\$32,700
<b>Estimated Cumulative Total</b>		<b><u>\$5,048,6000</u></b>

*\*Total may not sum due to rounding.*

### *Total Fiscal Impact – Scenario 1*

Table 13 combines the results from the calculations depicted in Tables 8 through 12 to provide an estimate of the cumulative fiscal contribution that the proposed Starfire Solar project would make to the counties of Breathitt, Knott, and Perry, the region, and to the Commonwealth of Kentucky over its anticipated 40-year operational life.

As shown in Table 13, that cumulative total is approximately \$11.2 million in local tax revenue and regional contributions. This consists of approximately: \$2.7 million for Breathitt County, \$4.3 million for Knott County, \$1.2 million for Perry County, and up to \$3.0 million for the greater region (in 2024 dollars).

The cumulative state tax revenue is estimated to be approximately \$8.0 million over 40 years (in 2024 dollars).

**Table 13: Estimated Cumulative Tax Revenue from the Proposed Starfire Solar Project over 40 Years (2024 Dollars)**

Revenue by Type	Breathitt County	Knott County	Perry County	Total Local Revenue / Contribution	Total State Revenue
Community Foundation Contribution <sup>69</sup>				<b>Up to \$3,000,000</b>	
Real Property Land	\$397,400	\$593,400	\$179,500	\$1,170,300	<b>\$126,300</b>
Real Property Improvements	\$68,200	\$101,800	\$30,800	\$200,700	<b>\$21,700</b>
Personal Property	\$2,237,500	\$3,596,400	\$979,300	\$6,813,200	<b>\$2,761,700</b>
Manufacturing Machinery	-	-	-	-	<b>\$5,048,600</b>
<b>Estimated Cumulative Revenue over 40 Years</b>	<b>\$2,703,100</b>	<b>\$4,291,600</b>	<b>\$1,189,600</b>	<b><u>\$11,184,200</u></b>	<b><u>\$7,958,200</u></b>

\*Total may not sum due to rounding.

### *PILOT – Scenario 2*

Scenario 2 details the revenue that the proposed Starfire Solar project would generate for the counties of Breathitt, Knott, and Perry from a proposed payment-in-lieu-of-taxes (PILOT) that would replace all taxes on the land as well as all capital investments associated with Starfire Solar at the local level. The capital investments would be financed using IRBs and the land and investments would be taxed at the state level.

### *Proposed Payment-in-Lieu of Taxes (PILOT)<sup>70</sup>*

Table 14 summarizes the proposed PILOT payments that Starfire Solar is offering to pay to the region over 40 years. Please note that the proposed PILOT value shown is included for illustrative purposes and is subject to change based on discussions between the counties of Breathitt, Knott, and Perry and BrightNight.

As shown in Table 14, the proposed PILOT value is calculated based on the project’s generation capacity of 210 MW AC and annual payments of up \$1,500 per MW over the life of the project. Based on these assumptions, the proposed PILOT payments would be approximately up to \$315,000 per year, for a cumulative total of approximately up to \$12.6 million over 40 years (in 2024 dollars). This consists of approximately up to: \$3.6 million for Breathitt County, \$6.8 million for Knott County, and \$2.2 million for Perry County (in 2024 dollars).

<sup>69</sup> Data Source: BrightNight.

<sup>70</sup> PILOT information was provided by BrightNight. Please note that the value of the PILOT shown in this report is subject to change based on negotiations between the counties and BrightNight.



Table 14: Proposed Starfire Solar – Local PILOT over 40 Years (2024 Dollars)

	Breathitt County	Knott County	Perry County	Total Local PILOT
Estimated Generation Capacity (in MW AC) <sup>71</sup>	60	113	37	210
Annual PILOT per MW <sup>72</sup>				\$1,500
Annual Regional PILOT up to	\$89,800	\$170,100	\$55,100	\$315,000
<b>Cumulative Revenue over 40 Years up to</b>	<b>\$3,591,000</b>	<b>\$6,804,000</b>	<b>\$2,205,000</b>	<b><u>\$12,600,000</u></b>

\*Total may not sum due to rounding.

### Taxation of IRB Financed Property

Table 15 details the tax revenue that the proposed Starfire Solar project would generate for the Commonwealth of Kentucky over a 40-year period from taxation of the IRB financed real property improvements, tangible personal property, and manufacturing machinery located on the site.

As the data in Table 15 indicate, the state tax revenue fluctuates over the 40-year period as the value of the property is depreciated but the leasehold interest is increased. The state tax revenue is estimated to be approximately \$12,300 in year one of the project with that figure increasing but fluctuating thereafter, for a cumulative total of approximately \$2.4 million over 30 years (in 2024 dollars).

Table 15: Estimated State Tax Revenue Generated by the Proposed Starfire Solar Project over 40 Years from Taxation of IRB Financed Capital Investments (2024 Dollars)<sup>73</sup>

Year	Real Property Improvements	Tangible Personal Property	Manufacturing Machinery	Total State Tax Revenue
<b>Tax Rate (per \$100)<sup>74</sup></b>	<b>0.114</b>	<b>0.45</b>	<b>0.15</b>	
<b>Original Cost<sup>75</sup></b>	<b>\$475,000</b>	<b>\$39,769,300</b>	<b>\$218,100,000</b>	
1	\$10	\$4,300	\$7,900	\$12,300
2	\$30	\$8,400	\$15,300	\$23,700
3	\$40	\$12,200	\$22,300	\$34,500
4	\$50	\$16,000	\$29,200	\$45,200
5	\$70	\$19,700	\$35,900	\$55,700

<sup>71</sup> Bright Night: Estimated distribution based on current layout. Please note that actual distribution is subject to change.

<sup>72</sup> Data Source: BrightNight. Please note the value of the PILOT shown in this report is subject to change based on negotiations between the counties and BrightNight.

<sup>73</sup> Calculations account for leasehold value and for the current Kentucky Department of Revenue depreciation schedule for Class VI for personal property and manufacturing machinery as future company depreciation schedule currently unknown.

<sup>74</sup> Data Source: Kentucky Department of Revenue.

<sup>75</sup> Data Source: BrightNight. Estimated value subject to change based on final design, vendor contracts, and classification of investments.

Year	Real Property Improvements	Tangible Personal Property	Manufacturing Machinery	Total State Tax Revenue
6	\$80	\$22,600	\$41,300	\$63,900
7	\$90	\$24,700	\$45,100	\$69,900
8	\$110	\$26,000	\$47,500	\$73,600
9	\$120	\$26,400	\$48,300	\$74,800
10	\$140	\$27,300	\$50,000	\$77,400
11	\$150	\$27,700	\$50,700	\$78,500
12	\$160	\$27,900	\$50,900	\$79,000
13	\$180	\$28,700	\$52,400	\$81,300
14	\$190	\$28,800	\$52,700	\$81,700
15	\$200	\$27,400	\$50,100	\$77,600
16	\$220	\$28,300	\$51,800	\$80,400
17	\$230	\$28,400	\$52,000	\$80,700
18	\$240	\$29,200	\$53,400	\$82,900
19	\$260	\$29,500	\$53,900	\$83,700
20	\$270	\$30,400	\$55,600	\$86,300
21	\$280	\$29,700	\$54,300	\$84,200
22	\$300	\$28,800	\$52,700	\$81,900
23	\$310	\$27,600	\$50,400	\$78,300
24	\$320	\$26,700	\$48,900	\$75,900
25	\$340	\$25,700	\$47,000	\$73,100
26	\$350	\$24,400	\$44,700	\$69,400
27	\$370	\$12,100	\$22,100	\$34,500
28	\$380	\$12,500	\$22,900	\$35,800
29	\$390	\$13,000	\$23,700	\$37,100
30	\$410	\$13,400	\$24,500	\$38,400
31	\$420	\$13,900	\$25,400	\$39,600
32	\$430	\$14,300	\$26,200	\$40,900
33	\$450	\$14,800	\$27,000	\$42,200
34	\$460	\$15,200	\$27,800	\$43,500
35	\$470	\$15,700	\$28,600	\$44,800
36	\$490	\$16,100	\$29,400	\$46,000
37	\$500	\$16,600	\$30,300	\$47,300
38	\$510	\$17,000	\$31,100	\$48,600
39	\$530	\$17,400	\$31,900	\$49,900
40	\$540	\$17,900	\$32,700	\$51,200
<b>Estimated Cumulative Revenue over 40 Years</b>	<b>\$11,100</b>	<b>\$846,700</b>	<b>\$1,547,800</b>	<b><u>\$2,405,700</u></b>

\*Total may not sum due to rounding.



*Total Fiscal Impact – Scenario 2*

Table 16 combines the results from the calculations depicted in Tables 8, 14, and 15 to provide an estimate of the cumulative fiscal contribution that the proposed Starfire Solar project would make to the counties of Breathitt, Knott, and Perry, and to the greater region. As shown in Table 16, that cumulative total is approximately up to \$15.6 million in local revenue and contributions over 40 years (in 2024 dollars).

Table 16 also combines the results from the calculations depicted in Tables 9 and 15 to provide an estimate of the fiscal contribution that Starfire Solar would make to the Commonwealth of Kentucky over its anticipated 40-year operational life. As portrayed in Table 16, the cumulative state tax revenue is estimated to be approximately \$2.5 million over 40 years (in 2024 dollars).

**Table 16: Estimated Cumulative Revenue from the Proposed Starfire Solar Project over 40 Years – Scenario 2 (2024 Dollars)**

Revenue by Type	Breathitt County	Knott County	Perry County	Total Local Revenue / Contribution	Total State Revenue
Community Foundation Contribution <sup>76</sup>				<b>Up to \$3,000,000</b>	
Real Property Land					<b>\$126,300</b>
Real Property Improvements					<b>\$11,100</b>
Personal Property					<b>\$846,700</b>
Manufacturing Machinery					<b>\$1,547,800</b>
PILOT up to	\$3,591,000	\$6,804,000	\$2,205,000	<b>\$12,600,000</b>	-
<b>Estimated Cumulative Revenue over 40 Years up to</b>	<b>\$3,591,000</b>	<b>\$6,804,000</b>	<b>\$2,205,000</b>	<b>\$15,600,000</b>	<b>\$2,531,900</b>

*\*Total may not sum due to rounding.*

<sup>76</sup> Data Source: BrightNight.

## Current Use

This section provides a benchmark for the previous estimates of the contribution that the proposed Starfire Solar project would make to the counties of Breathitt, Knott, and Perry by estimating the fiscal contribution that the site makes to the counties in its current use.

### Fiscal Impact Assumptions

The analysis is based on the following assumptions:

- The proposed Starfire Solar would be situated on an approximate 1,385-acre fenced-in tract of former mine land located in the counties of Breathitt, Knott, and Perry.<sup>77</sup>
- The proposed solar site is currently assessed at approximately \$0.5 million.<sup>78</sup>
- Tax rates and assessed values remain constant throughout the analysis.

### Fiscal Impact

Table 17 details the estimated current real property tax revenue generated from taxation of the project site in its current use. The total local real property tax revenue from the site is estimated to be approximately \$4,800 per year, for a cumulative total of approximately \$0.2 million (in 2024 dollars). This consists of approximately: \$30,900 for Breathitt County, \$0.1 million for Knott County, and \$28,200 for Perry County (in 2024 dollars).

As shown in Table 17, the total current state real property tax revenue from the project site is estimated to be approximately \$540 per year for a cumulative total of approximately \$21,400 over the project's anticipated 40-year operational life (in 2024 dollars).

**Table 17: Estimated Tax Revenue Generated by the Land under Current Use over 40 Years (2024 Dollars)**

	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
Real Estate Tax Rate (per \$100 <sup>79</sup> )	1.259	0.992	0.926		0.114
Estimated Current Use Value <sup>80</sup>	\$61,400	\$332,200	\$76,000		\$469,600
Annual Real Estate Tax Revenue	\$770	\$3,300	\$700	\$4,800	\$540
<b>Cumulative Real Estate Tax Revenue over 40 Years</b>	<b>\$30,900</b>	<b>\$131,800</b>	<b>\$28,200</b>	<b>\$190,900</b>	<b>\$21,400</b>

\*Total may not sum due to rounding.

<sup>77</sup> Data Source: Bright Night.

<sup>78</sup> Data Source: Derived from parcel data provided on the qpublic.net property database as well data provided by each county's PVA office.

<sup>79</sup> Data Source: Kentucky Department of Revenue. Includes levies for each county's countywide total and local school district.

<sup>80</sup> Bright Night: Estimated distribution of acreage based on current layout. Please note that actual distribution is subject to change.

## Fiscal Comparison

This section compares the estimated revenues of Starfire Solar to the current use of the site as well as to each county's financial statement, and it also provides an overview of the trend in local real estate tax rates over time.

### Starfire Solar and Current Use

Tables 18 and 19 summarize the findings from Tables 13, 16, and 17 to provide a comparison of the estimated direct revenues from Scenario 1 and Scenario 2 with the estimated revenues of the site in its current use over a 40-year period.

As Table 18 depicts, the estimated direct tax revenue associated with Starfire Solar under Scenario 1 over a 40-year period would be approximately \$8.2 million in local tax revenue and approximately \$8.0 million in state tax revenue compared to approximately \$0.2 million in local tax revenue and approximately \$21,400 in state tax revenue in the site's current use (in 2024 dollars). This constitutes a 43-fold increase over local revenues and a 372-fold increase over state revenues over 40 years.

**Table 18: Estimated Cumulative Starfire Solar Revenue (Scenario 1) Compared to the Site's Current Use (2024 Dollars)**

Scenario 1 – Taxation	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
Scenario 1 Revenue	\$2,703,100	\$4,291,600	\$1,189,600	\$8,184,200	\$7,958,200
Current Use Revenue	\$30,900	\$131,800	\$28,200	\$190,900	\$21,400
<b>Fold Increase over Current Use</b>	<b>87</b>	<b>33</b>	<b>42</b>	<b>43</b>	<b>372</b>

Table 19 provides a similar comparison based on Scenario 2 of Starfire Solar. As shown in Table 19, the estimated direct revenue associated with Scenario 2 (PILOT) over a 40-year period would be up to approximately \$12.6 million in direct local revenues and approximately \$2.5 million in state tax revenues compared to approximately \$0.2 million in local tax revenue and approximately \$21,400 in state tax revenue in the site's current use (in 2024 dollars). This constitutes a 66-fold increase over local revenues and a 118-fold increase over state revenues over 40 years.

**Table 19: Estimated Cumulative Starfire Solar Revenue (Scenario 2) Compared to the Site's Current Use (2024 Dollars)**

Scenario 2 – PILOT	Breathitt County	Knott County	Perry County	Total Local Revenue	Total State Revenue
Scenario 2 Revenue up to	\$3,591,000	\$6,804,000	\$2,205,000	\$12,600,000	\$2,531,900
Current Use Revenue	\$30,900	\$131,800	\$28,200	\$190,900	\$21,400
<b>Fold Increase over Current Use</b>	<b>116</b>	<b>52</b>	<b>78</b>	<b>66</b>	<b>118</b>

## Relative Revenue Comparisons

The following section provides insight into the potential impact that the proposed Starfire Solar would have on the counties of Breathitt, Knott and Perry by comparing the proposed PILOT revenue to each county’s total annual real and personal property tax charges.

As shown in Table 20, combined, the three counties charge approximately \$16.0 million in annual real and personal property tax revenue. This consists of approximately \$3.8 million in Breathitt County, \$3.2 million in Knott County and \$8.9 million in Perry County. The proposed annual PILOT of up to \$315,000 would be equivalent to approximately 2 percent of total local real and personal property taxes charged, or, based on the current layout of the site, approximately 2 percent of total local real and personal property taxes charged in Breathitt County, approximately 5 percent in Knott County, and approximately 1 percent in Perry County.

**Table 20: Estimated Annual Starfire Solar PILOT Revenue Compared to Total Local Real and Personal Property Tax Charges**

	Breathitt County	Knott County	Perry County	Total Local Revenue
Scenario 2 PILOT Revenue up to <sup>81</sup>	\$89,800	\$170,100	\$55,100	\$315,000
Total Real and Personal Property Tax Charges (2022 Taxes) <sup>82</sup>	\$3,795,395	\$3,235,614	\$8,942,770	\$15,973,779
<b>PILOT as % of Total Local Real and Personal Property Tax Charges</b>	<b>2%</b>	<b>5%</b>	<b>1%</b>	<b><u>2%</u></b>

## Trend in Local Tax Rates

Figures 14 and 15 illustrate the trends in the county and general school district real estate tax rates between 2016 and 2023. As portrayed in Figure 14, Breathitt County’s real estate tax rate increased by 29 percent from 0.48607 (per \$100) in 2016 to 0.629 (per \$100) in 2023. Knott County’s real estate tax rate increased by 12 percent from 0.293 to 0.327 (per \$100) during that time, while Perry County’s real estate tax rate increased by 19 percent from 0.317 to 0.378 (per \$100).

Figure 15 provides a similar comparison for the general school districts in each county between 2016 and 2023. The real estate tax rate for the General Breathitt School District increased by 23 percent from 0.513 to 0.63 (per \$100), while the rate in the General Knott County School District increased by 14 percent from 0.585 to 0.665 (per \$100). The real estate tax rate in the General Perry County School District remained constant at 0.548 (per \$100).

<sup>81</sup> BrightNight: Estimated distribution based on current layout. Please note that actual PILOT values are subject to negotiation between Starfire Solar and the counties.

<sup>82</sup> Data Source: Report of the Audit of the Breathitt/Knott/Perry County Sheriff’s Settlement – 2022 Taxes for the Period September 1, 2022 through August 31, 2023.



The addition of Starfire Solar would provide additional local revenue to each county and school district helping reduce local pressures on tax rate increases to cover county and school district expenditures.

Figure 14: County Real Property Tax Rates – 2016-2023 (per \$100 of Assessed Value)<sup>83</sup>

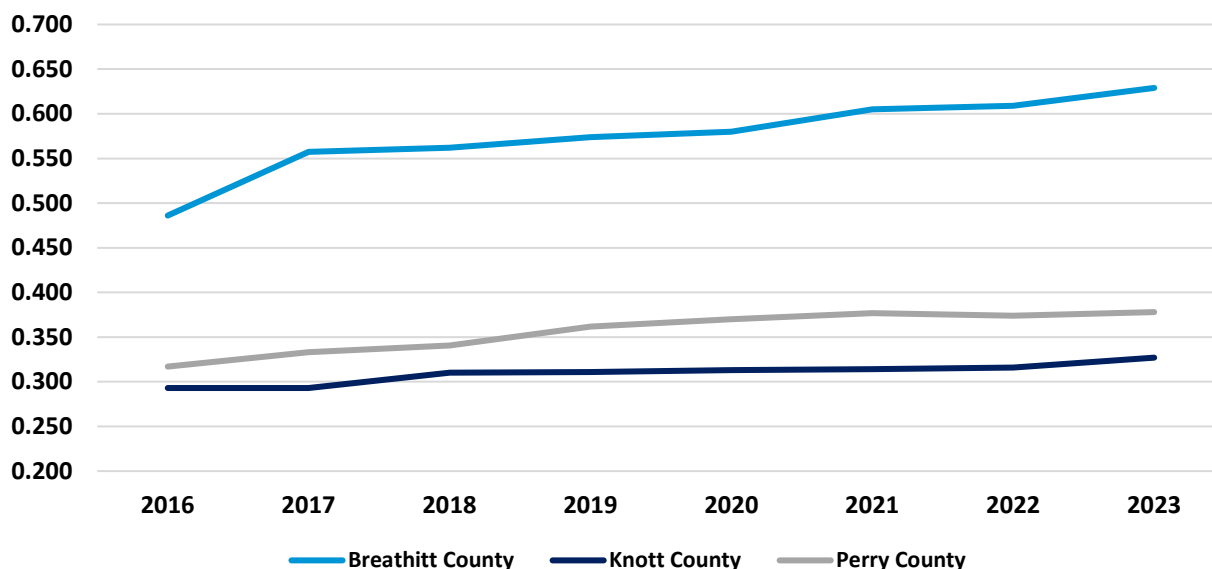
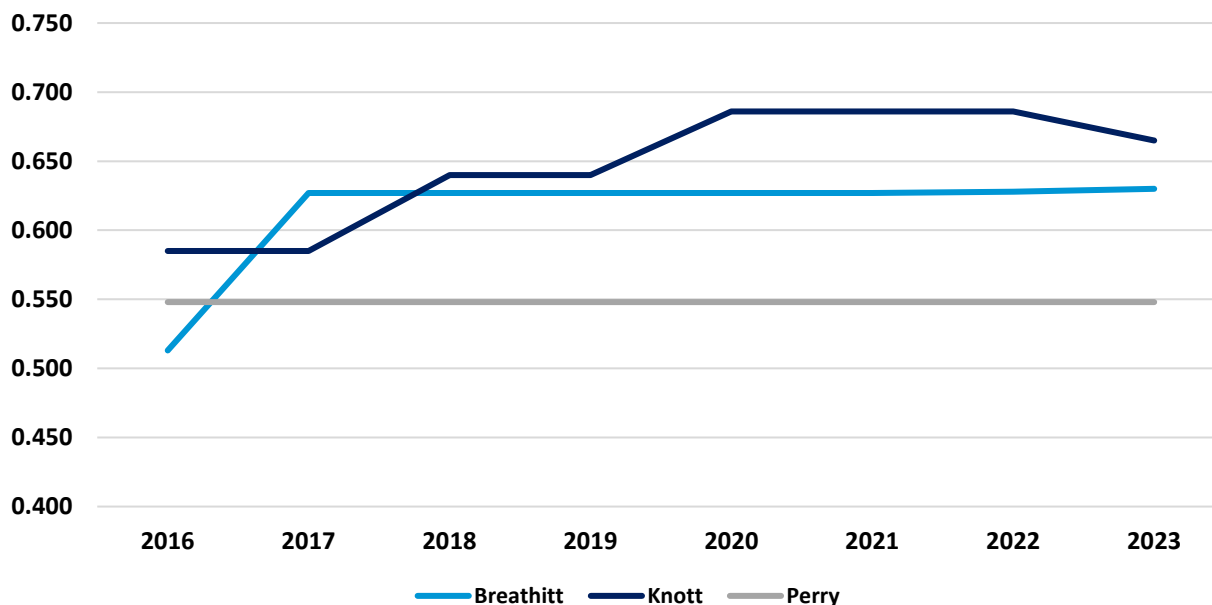


Figure 15: School District Real Property Tax Rates – 2016-2023 (per \$100 of Assessed Value)<sup>84</sup>



<sup>83</sup> Data Source: Data Source: Kentucky Department of Revenue.

<sup>84</sup> Data Source: Data Source: Kentucky Department of Revenue. General Breathitt County / Knott County and Perry County School District rates.



## Additional Local Contributions

---

In addition to the direct fiscal contribution in the form of tax revenues and / or PILOT payments and the proposed community foundation payments, Starfire Solar would provide further local contributions that would benefit the greater region.

These benefits would include collaboration with the community college in the curriculum for a solar installation program, tree conservation planting, providing wildlife friendly fencing, and a pollinator habitat.

## Renewable Energy Supports Economic Development

---

In an effort to transition towards cleaner energy and sustainable practices, industrial development prospects are becoming increasingly sensitive to the proportion of their energy requirements that are produced through renewable sources. To achieve their company specific sustainability goals, an increasing number of manufacturers and other industrial and commercial consumers are seeking to purchase renewable energy to power portions of or the entirety of their facilities.

- In Kentucky, Toyota has signed a virtual power purchase agreement to offtake 100 MW of electricity from Savion's Martin County Solar project in an effort to increase its purchased renewable electricity to 45 percent by 2025. Similar to Starfire Solar, the Martin County Solar project is converting a former coal mine into a solar energy facility.<sup>85</sup>
- Diageo is investing \$130 million in a new distillery in Lebanon, Kentucky, which will be supplied with 100% renewable energy by Inter-County Energy Cooperative, making it one of the largest carbon-neutral distilleries in North America. The energy will come from a Kentucky solar farm and other renewable sources, helping Diageo achieve its goal of sourcing 100% of electricity from renewable sources by 2030.<sup>86</sup>
- The LEGO Group is building a \$1.0 billion carbon-neutral manufacturing facility in Virginia that will create more than 1,760 jobs. An on-site solar park will match 100 percent of the facility's day-to-day energy needs with renewable energy.<sup>87</sup>
- Nucor Steel is building a new steel mill in Mason County, West Virginia that it hopes to power with renewable energy from a 50 MW solar farm in Berkeley County. Assuming Appalachian Power gets approval for the solar farm, the facility could potentially also power other industrial customers in West Virginia and Virginia.
- Ford Motor Company's BlueOval City mega campus will be the company's largest auto production complex and will be located in Kentucky and in Tennessee. The BlueOval SK Battery Plant in

---

<sup>85</sup> Data Source: [Toyota Signs Agreement to Offtake 100 MW of Electricity of Martin County Solar Project.](#)

<sup>86</sup> Data Source: [Inter-County Energy Will Supply Diageo With Renewable Energy To Power One of Largest Carbon-Neutral Distilleries in N. America.](#)

<sup>87</sup> Data Source: [The LEGO Group to build US\\$1 billion, carbon-neutral run factory in Virginia, USA.](#)

Kentucky is a partnership with SK Innovation, which will result in an investment of \$5.8 billion and the creation of 5,000 jobs, while the BlueOval City Tennessee vehicle manufacturing plant will result in an investment of \$5.6 billion and the creation of 6,000 jobs. “The mega campus is designed to add more sustainability solutions, including the potential to use local renewable energy sources such as geothermal, solar and wind power”.<sup>88</sup>

These examples demonstrate a growing trend among companies to rely on and to invest in renewable energy sources like solar. While solar developments cannot guarantee announcements of large manufacturing facilities in rural areas, they showcase a commitment to sustainability and green energy, which could attract industrial and commercial development to these areas. Projects, such as Starfire Solar, could therefore bring new opportunities to former coal and energy communities through renewable energy power purchase agreements.

*The estimates provided in this report are based on the best information available and all reasonable care has been taken in assessing the quality of that information. However, because these estimates attempt to foresee the consequences of circumstances that have not yet occurred, it is not possible to be certain that they will be representative of actual events. These estimates are intended to provide a good indication of likely future outcomes and should not be construed to represent a precise measure of those outcomes.*

---

<sup>88</sup> Data Source: [Ford to lead America’s shift to electric vehicles with new mega campus in Tennessee and twin battery plants in Kentucky.](#)

**Exhibit K**

# Decommissioning Plan and Reclamation Cost Estimate for the Starfire Solar Project

**Breathitt, Perry, & Knott Counties, Kentucky**

---

**January 2025**

*Prepared for:*

**STMO Bn, LLC**  
515 N Flagler Drive, Suite 250  
West Palm Beach, FL 33401

*Prepared by:*

**Tetra Tech, Inc.**  
4101 Cox Road, Suite 100  
Glen Allen, VA 23060



**TETRA TECH**

## TABLE OF CONTENTS

<b>1.0 INTRODUCTION .....</b>	<b>1</b>
<b>2.0 PROJECT DESCRIPTION .....</b>	<b>2</b>
2.1 PHOTOVOLTAIC SOLAR PANELS .....	2
2.2 INVERTERS AND TRANSFORMERS.....	2
2.3 COLLECTION SYSTEM AND PROJECT SUBSTATION .....	2
2.4 OPERATIONS AND MAINTENANCE BUILDING .....	3
2.5 ANTICIPATED LIFE OF PROJECT.....	3
<b>3.0 DECOMMISSIONING PROCESS DESCRIPTION .....</b>	<b>4</b>
3.1 PV ARRAY REMOVALS .....	4
3.2 RACKING AND FENCING.....	4
3.3 PROJECT SUBSTATION.....	5
3.4 ACCESS ROADS .....	5
<b>4.0 SITE RESTORATION PROCESS DESCRIPTION .....</b>	<b>6</b>
4.1 SITE RECONTOURING .....	6
4.2 DRAINAGE RESTORATION.....	6
4.3 REVEGETATION .....	6
<b>5.0 PROJECT DECOMMISSIONING COSTS AND BONDING .....</b>	<b>7</b>
5.1 FINANCIAL ASSURANCE.....	7
5.2 RECLAMATION COST ESTIMATE ASSUMPTIONS.....	8
<b>6.0 SIGNATURE OF ENGINEERING PROFESSIONAL .....</b>	<b>10</b>

## ATTACHMENTS

Appendix A. Reclamation Cost Estimate Summary

Appendix B. Detailed Reclamation Cost Estimate

## 1.0 INTRODUCTION

Tetra Tech was retained by STMO Bn, LLC (STMO) to prepare a decommissioning plan and cost analysis (Study) as part of an application to the Kentucky State Board on Electric Generation and Transmission Siting (Siting Board) for the proposed Starfire Solar Project (Project). The scope of this Study is to review the Project details and develop a decommissioning plan and associated cost estimate for retiring the Project facilities at the end of its useful life. STMO may upgrade components on the Project to extend the operational life of the Project which would require that this Study also be updated.

This Plan complies with Kentucky Revised Statutes (KRS) 278.706(2)(m). Pursuant to KRS 278.706(2)(m)(7), the Project's lease agreements shall be amended to incorporate the requirements of KRS 278.706(2)(m)(1)-(6). To the extent applicable laws and regulations in the future conflict with this Study, such laws and regulations may apply in lieu of the applicable portion of this Study.

Project decommissioning may be triggered by events such as the end of a power purchase agreement or when the Project reaches the end of its operational life. KRS 224.10-285 requires that decommissioning activities be completed within 18 months of the Project ceasing to produce electricity for sale unless the deadline has been extended by the Secretary. Monitoring and site restoration may extend beyond this period to ensure successful revegetation and rehabilitation.

## 2.0 PROJECT DESCRIPTION

The Project is anticipated to generate 210 megawatts alternating current (MWac) of solar energy. The Project will be located on 1,980 acres in Breathitt, Perry, and Knott Counties approximately two (2) miles northwest of Talcum, Kentucky. The Project coordinates are approximately 37.4054059 N latitude and 83.1119414 W longitude. The construction of the Project will include the installation of bifacial photovoltaic (PV) solar panels, mounted on single axis tracking system, collection cables, inverters and transformers, foundations, circuit breakers and disconnect switches, a substation, and other supporting facilities. The perimeter of the solar facility will be secured using wildlife friendly fencing. The perimeter of the substation will be secured using chain linked fencing with barbed wire. On-site access will be controlled via locked access gates. The Project facilities are described in more detail below.

### 2.1 PHOTOVOLTAIC SOLAR PANELS

The preliminary design provided by STMO assumes the Project will use JA Solar 590-watt bifacial solar panel modules; however, the exact model and quantity of PV solar panel modules will be finalized during the detailed engineering phase.

PV solar panels will be arranged in arrays that run from east to west and are grouped in blocks. The panels are clustered into modules, installed on tracker tables, and fixed to the ground on a racking system which includes pile foundations. A motor is affixed to a central pile that provides mechanical torque to multiple tracker tables for the panels to track the movement of the sun.

### 2.2 INVERTERS AND TRANSFORMERS

The preliminary design provided by STMO assumes the Project will use approximately 55 inverters and transformers; however, the exact model and quantity of inverter and transformer pads will be finalized during the detailed engineering phase.

Each inverter and transformer pad will be a part of a manufactured skid foundation located adjacent to the solar array blocks. The skid foundations will have a footprint that measures approximately 37 feet by 10.5 feet and will not exceed 12 feet in height. Each skid foundation will be mounted on W-section steel piles.

### 2.3 COLLECTION SYSTEM AND PROJECT SUBSTATION

Direct current (DC) collection cables from the solar array will lead underground to connect to the inverters. Underground DC collection equipment may include homerun trunk cables and bare copper for the grounding system. Above-ground DC collection equipment may include small gauge wire jumpers and harnesses for PV module stringing, PV junction boxes, CAB hangers, messenger wires, and DC disconnects or combiner boxes. The DC collection system will be finalized during the detailed engineering phase of the Project.

Alternating current (AC) collection cables from the inverters will converge at the corners of each of the solar array blocks and lead underground to the proposed Project substation. Feeder cables will enter the substation via conduit and route to the feeder breakers. The substation will require power transformers, overhead buses, feeder breakers with revenue-grade meters, and miscellaneous supporting equipment. High accuracy metering will be installed in overhead medium voltage buses upstream of all breakers.

Metering and control equipment will be installed in the substation control house, and underground fiber optic communication cables will run between the control house and the solar inverters.



## **2.4 OPERATIONS AND MAINTENANCE BUILDING**

---

The on-site Operations and Maintenance (O&M) building dimensions will be finalized during the detailed engineering phase. If recycling or reuse is not feasible, items will be disposed at an off-site disposal facility.

## **2.5 ANTICIPATED LIFE OF PROJECT**

---

The Project is developed in such a way that components may be upgraded—up to and including full repowering—with minor service interruptions. However, at this phase of the Project the anticipated life is to be 40 years.

## 3.0 DECOMMISSIONING PROCESS DESCRIPTION

All decommissioning and restoration activities will adhere to the requirements of appropriate governing authorities and will be performed in accordance with all applicable federal, state, and local permits. The decommissioning and restoration process includes removal of all above-ground structures and; removal of below-ground structures up to a depth of three (3) feet, unless otherwise requested by the landowner; and re-grading and re-seeding disturbed areas and otherwise returning the land to a substantially similar state as it was prior to the commencement of construction.

It is assumed that the Project would incur costs for removal and disposal of the PV arrays and other Project facilities as well as costs for the restoration of the Project area. Above-grade steel, aluminum, and copper materials typical have significant scrap value to a salvage contractor. All recyclable materials will be recycled to the extent possible, while all other non-recyclable waste materials will be disposed of in accordance with state and federal law.

The process of removing structures involves evaluating and categorizing all components and materials into categories of recondition and reuse, salvage, recycle, or disposal. In the interest of increasing efficiency and reducing transportation costs/duration, components and material may be stored on-site in a pre-approved location until the bulk of similar components or materials are ready for transport. The components and material will be transported to the appropriate facilities for reconditioning (if possible), salvage, recycling, or disposal.

STMO will communicate with each affected landowner at the end of the Project's useful life so that any requests of the landowner that are in addition to the lease requirements and the requirements of this decommissioning plan may, in the sole discretion of the Project or its successor or assign, be accommodated. STMO will incorporate the requirements of this decommissioning plan into its Project lease agreements with landowners.

### 3.1 PV ARRAY REMOVALS

Approximately 472,824 solar modules and the associated tracking racking system and buried underground conductors will be removed via manual labor. The demolition debris and removed components will be mechanically dismantled into pieces that can be safely lifted or carried with the on-site equipment being used. It is assumed that glass and steel will be processed for transportation and delivered to an off-site recycling center. All above-grade steel, aluminum, silicon, and copper will be sent to an approved salvage contractor. PV panels will be disposed of in an approved landfill near the Project at the end of their useful life. The preliminary design assumes that all underground cables associated with the PV array will be removed to a depth of three (3) feet below the ground surface at the end of its useful life.

### 3.2 RACKING AND FENCING

The tracker racking system consists of approximately 6,209 total trackers: 1,127 two-string trackers and 5,082 three-string trackers. The perimeter of the solar facility will be secured using approximately 142,425 linear feet of 7-foot wildlife fencing. All racking and fencing material will be removed with excavators or broken down into manageable units, loaded into trucks, transferred from the Project area, and sent to an approved recycler or salvage contractor. This includes any rack-mounted cables located above-ground. All racking piles and fencing driven into the ground will be disassembled and removed in their entirety.

### 3.3 PROJECT SUBSTATION

---

The Project will include a substation, which will remain in place for future use unless otherwise requested by the landowner in accordance with KRS 278.706(2)(m)(4). To be conservative in this assessment, the decommissioning costs have accounted for a potential future decommissioning of the substation, should it be requested at a later date by the landowner. If decommissioned, the substation may be sold for re-use or salvage. Components that cannot be salvaged will be transported off-site for recycling or disposal at an approved waste management facility. The prefabricated control enclosure and electronic components of the substation equipment will be electrically disconnected and made safe for removal. The control enclosure will then be disassembled and removed from the site. The transformers, breakers, bus work, and metal dead-end structures will also be disassembled and removed. The main power transformer's insulating oil will be drained and transferred to a licensed disposal facility.

Concrete foundations and containment curbs for the transformers may be removed in their entirety if more cost effective and broken into pieces. Disposal of structures, materials, waste, and/or foundations (both hazardous and non-hazardous materials) shall meet the provisions of all local, state, and federal ordinances. The area will be thoroughly cleaned, and all debris removed.

### 3.4 ACCESS ROADS

---

Access and on-site roads will remain in place during decommissioning and will be one of the last Project components to be removed. Approximately 59,774 linear feet of access roads will be removed during decommissioning. The processed stone access roads will be stripped exposing the geotextile beneath (if applicable). The geotextile will then be removed and disposed of to reveal the original soil surface. Asphalt portions of access routes will be removed and disposed of. The compacted soil beneath the road fill may require ripping with a subsoiler plow to loosen it before it can be revegetated. Former roads and other disturbed areas will be regraded and re-seeded with native vegetation. It is assumed all 16-foot-wide access roads will be removed for the purposes of decommissioning and site restoration unless otherwise notified by the Counties prior to commencement of decommissioning activities.

## 4.0 SITE RESTORATION PROCESS DESCRIPTION

Once any Project owner's personal property and the Project's existing structures and ancillary facilities have been removed, site restoration activities will take place in compliance with the regulatory framework outlined at the time of decommissioning. The goal of site restoration is to restore the topography, vegetative cover, and hydrologic function of the site to a substantially similar condition as it was prior to commencing construction of the Project.

### 4.1 SITE RECONTOURING

Grading activities will be limited to the disturbed areas that require re-contouring and positive drainage. Fills will be compacted by wheel or track rolling to avoid over-compaction of the soils. Best management practices (BMPs) will be implemented to provide erosion and sediment control until revegetation efforts have sufficiently stabilized the soil.

### 4.2 DRAINAGE RESTORATION

Stormwater detention ponds, sediment traps, and other stormwater BMPs are not installed or included in the Project for the preliminary design; however, the exact drainage and BMP methods will be finalized during the detailed engineering phase. Water quality permits, construction stormwater permits, and a Stormwater Prevention Plan (SWPPP) will be obtained as part of the final design. The ponds and traps may be decommissioned as part of the restoration effort. The disposal of any concrete or steel associated with the risers and outfall pipes may be factored into the cost estimate. Removal of the detention ponds along with regrading and recontouring will ensure that pre-construction drainage patterns and release rates can be maintained.

### 4.3 REVEGETATION

Disturbed soil surfaces of the Project area will be revegetated with a native seed mix agreed upon with landowners and/or applicable local, state, or federal agencies such as the U.S. Department of Agriculture at the time of decommissioning. In these areas, restoration will include back-filling piles and foundations, decompacting subsoils, leveling, and other necessary steps to prevent soil erosion.

## 5.0 PROJECT DECOMMISSIONING COSTS AND BONDING

At the end of the Project's useful life, assumed to be approximately 40 years, the decommissioning of the Project shall take place in accordance with KRS 278.706(2)(m) and any applicable administrative regulations. In an abundance of caution, this estimate includes the decommissioning of the project substation, which will remain in place in accordance with KRS 278.706(2)(m)(4) unless otherwise requested by the landowner. The above-grade steel structures, electrical wiring, and other components are assumed to have significant scrap value which will offset a portion of the cost to remove these items. Following the removal of salvageable equipment and disposal of other items, the Project owner will also incur costs for removal and disposal of the PV panels, foundations, and other non-recyclable Project facilities, and these activities will impact the cost of the restoration of the site.

The decommissioning cost estimate provided herein includes the costs to return the site to a substantially similar state as it was prior to commencing construction of the Project. Included in the estimate are the costs to decommission the power generating equipment and retire the Project facilities, including removing all equipment and structures. These costs are offset by the estimated revenue credit that will be received for scrap value of steel, aluminum, and copper materials; resale of the Project facilities for reuse is not considered. Credit for recycling of the PV modules has not been included, given that the market value of recycled PV modules is currently unknown and subject to fluctuation over the useful life of the Project.

The estimated decommissioning costs for the Project were prepared using information from a variety of credible industry sources. As summarized in Appendix A, the estimated cost of decommissioning the Project in 2024 US dollars is \$9,541,535.82. As noted, this cost estimate includes scrap credit and excludes recycling credit.

### 5.1 FINANCIAL ASSURANCE

STMO is required to issue a performance bond or similar security in compliance with the requirements of KRS 278.706(2)(m)(5). The performance bond shall consist of cash, a letter of credit, surety bond, or other financial sureties as may be approved by the Siting Board and the Energy and Environment Cabinet. To identify any changes in the estimated net salvage cost of decommissioning the Project, the estimate will be reviewed and updated every five (5) years. Should the five-year review indicate an increase is warranted, the bond amount may be increased proportionate to the rise in these costs.

The bond can be used to satisfy any STMO obligation under the lease agreements, including but not limited to, payments owed under the lease agreement, the removal of all Starfire Solar Project improvements, and reclamation as required by decommissioning. STMO will secure a decommissioning bond or similar security to assure financial performance of its decommissioning obligations. The amount of the proposed bond shall be the net present value of the total estimated cost of completing the decommissioning plan, less the salvage value of the facility's components. For lands leased by the Applicant, the bond or similar security will name the landowner and Energy and Environment Cabinet ("Cabinet") as co-beneficiaries, with Breathitt, Perry and Knott Counties named as secondary beneficiaries once consent is secured. For land owned by the Applicant, the bond or similar security will name the Cabinet as the primary beneficiary. The bond or similar security will be provided by an insurance company or surety that shall maintain at all times 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 non-cancelable by the provider or customer until the completion of the decommissioning plan or until a replacement bond is secured.

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 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.

## 5.2 RECLAMATION COST ESTIMATE ASSUMPTIONS

Decommissioning of the Project was broken into individual tasks that were each estimated separately. Each task includes labor requirements, equipment needs, and duration. Production rates were established using professional experience and published standards included on InEight software. Labor rates prevalent to the geographic area of the Project were obtained by referencing U.S. Department of Labor wage determinations. Typical average markups that are industry standard were applied for contingency, overhead, and fee. Detailed cost estimates are provided in Appendix B.

Estimating methods and assumptions specific to this cost estimate are as follows:

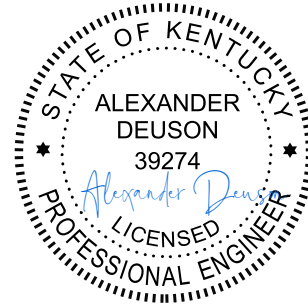
- Labor costs are developed by reviewing U.S. Department of Labor wage determinations and rates published by InEight. An average rate is developed that includes base wage, fringe, and payroll tax liability. The final rate used in the estimate is an average of 40 hours standard time and 10 hours overtime per week, assuming a 50-hour work week for the duration of decommissioning.
- Equipment (commonly referred to as yellow iron) rates used in the estimate are developed by reviewing rates published by InEight and historical vendor quotes. Rates include fuel, maintenance, and wear and tear of ground engaging components. Rates assume the use of rented equipment.
- Mobilization and demobilization costs are estimated to be approximately 2% of the overall contractor's costs. These reflect the actual costs to mobilize equipment, facilities, and crew to the Project site. This amount does not include the front loading of cost from other tasks.
- Work was estimated on a unit cost basis and priced by task, following the progression of work from start to finish. Unit costs were developed by including the labor, equipment, and production rate required for each individual task. InEight and estimator's experience were used to establish the crew, equipment, and production for each individual task.
- Roads will be restored to become a part of the natural surroundings to a substantially similar state as it was prior to commencing construction. Road gravel will be used to backfill foundation locations to within six (6) inches of final grade. It is expected that the remaining road gravel will be accepted by local receivers with no additional disposal cost. Roads that existed on private land prior to installation of the Project, if any, will be restored at the request of the current landowner.
- All concrete foundations will be removed to a depth of three (3) feet unless the landowner and applicant otherwise agree to a different depth. Gravel from road removal will be used as backfill to bring the top of grade to within six (6) inches of final grade and then completed with an additional six inches of topsoil.
- Concrete foundation removal will be accomplished using excavators with concrete breakers.
- Processed concrete will be transported off site under the same assumptions as road gravel.
- Any interconnection or other facilities will be left in place unless otherwise requested by the landowner. In an abundance of caution, this estimate includes the decommissioning of the project substation.
- All underground electrical collection system cabling will be removed to a depth of three (3) feet.
- Oil from transformers will be drained prior to removal, and the oil disposed of following state and federal regulations. Oil disposal cost was assumed to be \$4 per gallon.

- Final restoration will include the placement of six (6) inches of topsoil on all disturbed areas, with a final seeding utilizing a mix of grasses as agreed to and described in Section 4.3. It is assumed that 35% of the topsoil required for restoration is available on site as a result of the original installation.
- The costs for temporary facilities were included in the restoration cost. These include one (1) office trailer, one (1) Conex storage unit, four (4) portable toilets, first aid supplies, and all necessary utilities.
- Field management during construction activities was added to the estimate. These costs include one (1) superintendent and one (1) field engineering technician. These positions are critical to the safe and successful execution of work.
- The contractor's home office, project management, overhead, and fee can vary widely by contractor. As such, averages were developed for the estimate and added as a percentage of total cost. These include 5% for home office and project management and 13% for overhead and fee.
- Contractor contingency costs are not included.
- Other miscellaneous costs were approximated, including permits, engineering, signage, fencing, traffic control, utility disconnects, etc. In the context of the overall estimate, these are incidental costs that are covered in the estimate markups.



## 6.0 SIGNATURE OF ENGINEERING PROFESSIONAL

*Alexander Deuson*  
\_\_\_\_\_  
Alexander Deuson, P.E.  
Project Engineer



# **APPENDIX A. RECLAMATION COST ESTIMATE SUMMARY**

CBS Position Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
<b>1</b>	<b>BRIGHT NIGHT STARFIRE SOLAR RETIREMENT</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$9,541,535.82</b>	<b>\$9,541,535.82</b>
<b>1.1</b>	<b>Equipment &amp; Facilities Mob / Demob</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$131,143.17</b>	<b>\$131,143.17</b>
1.1.1	Equipment Mob	1.00	Lump Sum	\$61,200.00	\$61,200.00
1.1.2	Site Facilities	1.00	Lump Sum	\$2,200.00	\$2,200.00
1.1.3	Crew Mob & Site Setup	3.00	Day	\$13,548.63	\$40,645.90
1.1.4	Crew Demob & Site Cleanup	2.00	Day	\$13,548.63	\$27,097.27
<b>1.2</b>	<b>Project Site Support</b>	<b>6.00</b>	<b>Month</b>	<b>\$55,801.60</b>	<b>\$334,809.58</b>
1.2.1	Site Facilities	6.00	Month	\$1,305.00	\$7,830.00
1.2.2	Field Management	6.00	Month	\$54,496.60	\$326,979.58
<b>1.3</b>	<b>Substation Retirement</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$184,210.76</b>	<b>\$184,210.76</b>
1.3.1	Substation Retirement	1.00	Lump Sum	\$184,210.76	\$184,210.76
<b>1.4</b>	<b>O&amp;M Building Removal</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$20,157.33</b>	<b>\$20,157.33</b>
1.4.1	Structure Demo	40.00	Ton	\$255.43	\$10,217.11
1.4.2	Remove Foundations To Subgrade	200.00	Cubic Yard	\$35.65	\$7,130.23
1.4.3	Trucking - Per Load	2.00	Each	\$1,375.00	\$2,750.00
1.4.4	Disposal Cost	1.00	Ton	\$60.00	\$60.00
<b>1.5</b>	<b>Inverter / Transformer Removal</b>	<b>55.00</b>	<b>Each</b>	<b>\$2,736.37</b>	<b>\$150,500.41</b>
1.5.1	Disconnect Electrical	55.00	Each	\$556.97	\$30,633.25
1.5.2	Loadout Inverter & Transformer	55.00	Each	\$1,479.40	\$81,367.15
1.5.3	Trucking - Per Load	28.00	Each	\$1,375.00	\$38,500.00
<b>1.6</b>	<b>Inverter / Transformer Support Removal</b>	<b>55.00</b>	<b>Each</b>	<b>\$710.76</b>	<b>\$39,091.63</b>
1.6.1	Excavate / Remove Foundation	55.00	Each	\$585.76	\$32,216.63
1.6.2	Trucking - Per Load	5.00	Each	\$1,375.00	\$6,875.00
<b>1.7</b>	<b>Solar Array Retirement</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$9,282,947.12</b>	<b>\$9,282,947.12</b>
1.7.1	Fence Removal	143,008.00	Linear Feet	\$1.27	\$181,441.31
1.7.2	Solar Panel Removal & Disposal	472,824.00	Each	\$6.97	\$3,295,158.58
1.7.3	Solar Rack (Trackers) & Post Removal	16,887.00	Each	\$343.84	\$5,806,347.22
<b>1.8</b>	<b>Remove Underground Cable</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$37,779.67</b>	<b>\$37,779.67</b>
1.8.1	Remove Cable	1.00	Each	\$36,284.67	\$36,284.67
1.8.2	T&D - Misc Waste	1.00	Ton	\$120.00	\$120.00
1.8.3	Trucking - Per Load	1.00	Each	\$1,375.00	\$1,375.00
<b>1.9</b>	<b>Site Restoration - Partial Site Seeding</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$708,005.77</b>	<b>\$708,005.77</b>
1.9.1	Strip & Decompact Roads	59,792.00	Linear Feet	\$1.43	\$85,277.75
1.9.2	Spot Grade Disturbed Areas	486.00	Acre	\$281.33	\$136,728.02
1.9.3	Re-Seed With Native Vegetation - Roads & Areas Disturbed By Construction	486.00	Acre	\$1,000.00	\$486,000.00
<b>1.10</b>	<b>Contractor Markups</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>\$2,030,732.39</b>	<b>\$2,030,732.39</b>
1.10.1	Home Office, Project Management (5% Of Cost)	1.00	Lump Sum	\$544,432.25	\$544,432.25
1.10.2	Contractor OH & Fee (13% Of Cost)	1.00	Lump Sum	\$1,486,300.14	\$1,486,300.14
<b>1.11</b>	<b>Scrap Metal Credit</b>	<b>1.00</b>	<b>Lump Sum</b>	<b>-\$3,377,842.00</b>	<b>-\$3,377,842.00</b>
1.11.1	Scrap Credit - Substation	180.00	Ton	-\$263.00	-\$47,340.00
1.11.2	Scrap Credit - Fence	572.00	Ton	-\$263.00	-\$150,436.00
1.11.3	Scrap Credit - Module Rack	8,443.00	Ton	-\$263.00	-\$2,220,509.00
1.11.4	Scrap Credit - Cable	220.00	Ton	-\$3,000.00	-\$660,000.00
1.11.5	Scrap Credit - Inverter & Transformer	1,100.00	Ton	-\$263.00	-\$289,300.00
1.11.6	Scrap Credit - O&M Structure	39.00	Ton	-\$263.00	-\$10,257.00

## **APPENDIX B. DETAILED RECLAMATION COST ESTIMATE**

**Estimate Summary**

**TETRA TECH EC, INC.**

**Job Code:**

**Starfire Solar**

**Description: Decommissioning Estimate**

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1	1.00 Lump Sum	BRIGHT NIGHT STARFIRE SOLAR RETIREMENT	0.00	Detail	U.S. Dollar	9,541,535.82	9,541,535.82
1.1	1.00 Lump Sum	Equipment & Facilities Mob / Demob	0.20	Detail	U.S. Dollar	131,143.17	131,143.17
1.1.1	1.00 Lump Sum	Equipment Mob	0.00	Detail	U.S. Dollar	61,200.00	61,200.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UERNTRLG	Rental Equip Transp-Large		6.00 Each	U.S. Dollar	10,000.00	60,000.00	
UERNTRSM	Rental Equip Transp-Small		8.00 Each	U.S. Dollar	150.00	1,200.00	
1.1.2	1.00 Lump Sum	Site Facilities	0.00	Detail	U.S. Dollar	2,200.00	2,200.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
UOCONMOB	Connex Box Mob		2.00 Each	U.S. Dollar	300.00	600.00	
UOTRLTRN	Trailer Trnsp/Setup/Trdwn		2.00 Each	U.S. Dollar	800.00	1,600.00	
1.1.3	3.00 Day	Crew Mob & Site Setup	1.00	Detail	U.S. Dollar	13,548.63	40,645.90
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	720.00	24.00 Each (hourly)	U.S. Dollar	43.52	31,337.50	
L010101	OPERATOR	180.00	6.00 Each (hourly)	U.S. Dollar	51.71	9,308.40	
1.1.4	2.00 Day	Crew Demob & Site Cleanup	1.00	Detail	U.S. Dollar	13,548.63	27,097.27
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	480.00	24.00 Each (hourly)	U.S. Dollar	43.52	20,891.66	
L010101	OPERATOR	120.00	6.00 Each (hourly)	U.S. Dollar	51.71	6,205.60	
1.2	6.00 Month	Project Site Support	0.05	Detail	U.S. Dollar	55,801.60	334,809.58
1.2.1	6.00 Month	Site Facilities	0.00	Detail	U.S. Dollar	1,305.00	7,830.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
URCONNEX	Connex Box		6.00 Month	U.S. Dollar	150.00	900.00	
UROFFTRL	Office Trailer -12x60		6.00 Month	U.S. Dollar	500.00	3,000.00	
UO1STAD	1st Aid Supplies		6.00 Month	U.S. Dollar	300.00	1,800.00	
UOOFFSUP	Office Supplies(\$/prs/mo)		6.00 Month	U.S. Dollar	55.00	330.00	
URPRTAJH	Port-a-John Unit(s) (4)		6.00 Month	U.S. Dollar	300.00	1,800.00	
1.2.2	6.00 Month	Field Management	0.05	Detail	U.S. Dollar	54,496.60	326,979.58
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L90FX02	Field - Proj Superintendent	1,320.00	1.00 Each (hourly)	U.S. Dollar	125.40	165,528.00	
RPUTRK05	F-250 4X4 3/4 TON PICKUP	2,640.00	2.00 Each (hourly)	U.S. Dollar	11.88	31,363.20	
L90FEL00	Field - Engr. Tech	1,320.00	1.00 Each (hourly)	U.S. Dollar	98.55	130,088.38	
1.3	1.00 Lump Sum	Substation Retirement	0.04	Detail	U.S. Dollar	184,210.76	184,210.76
1.3.1	1.00 Lump Sum	Substation Retirement	0.04	Detail	U.S. Dollar	184,210.76	184,210.76
1.3.1.1	1.00 Day	Fence Removal	1.00	Detail	U.S. Dollar	1,305.08	1,305.08
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	10.00	1.00 Each (hourly)	U.S. Dollar	51.71	517.13	
L060100	GENERAL LABORER	10.00	1.00 Each (hourly)	U.S. Dollar	43.52	435.24	
RBACKH09	Deere 710J BACKHOE, 1.62CY	10.00	1.00 Each (hourly)	U.S. Dollar	35.27	352.70	
1.3.1.2	1.00 Each	Transformer Removal	0.17	Detail	U.S. Dollar	93,640.68	93,640.68

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1.3.1.2.1	1.00 Each	Oil Removal & Disposal	1.00	Detail	U.S. Dollar	58,245.49	58,245.49
1.3.1.2.1.1	1.00 Each	Oil Removal	1.00	Detail	U.S. Dollar	870.49	870.49
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	20.00	2.00 Each (hourly)	U.S. Dollar	43.52	870.49	
1.3.1.2.1.2	14,000.00 Gallon	Oil Disposal	0.00	Detail	U.S. Dollar	4.00	56,000.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		56,000.00 Each	U.S. Dollar	1.00	56,000.00	
1.3.1.2.1.3	1.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	1,375.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		1,375.00 Each	U.S. Dollar	1.00	1,375.00	
1.3.1.2.2	1.00 Each	Dismantle & Loadout Transformer	0.20	Detail	U.S. Dollar	35,395.20	35,395.20
1.3.1.2.2.1	1.00 Each	Dismantle, Cut & Size	0.20	Detail	U.S. Dollar	29,895.20	29,895.20
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	200.00	4.00 Each (hourly)	U.S. Dollar	43.52	8,704.86	
L010101	OPERATOR	100.00	2.00 Each (hourly)	U.S. Dollar	51.71	5,171.34	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	50.00	1.00 Each (hourly)	U.S. Dollar	129.71	6,485.50	
*REXCAV06E	Excav 100K w/ Shear	50.00	1.00 Each (hourly)	U.S. Dollar	190.67	9,533.50	
1.3.1.2.2.2	4.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	5,500.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		5,500.00 Each	U.S. Dollar	1.00	5,500.00	
1.3.1.3	1.00 Each	Remove Control Building & Switchgear	1.00	Detail	U.S. Dollar	4,999.48	4,999.48
1.3.1.3.1	1.00 Each	Demo	1.00	Detail	U.S. Dollar	2,249.48	2,249.48
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	10.00	1.00 Each (hourly)	U.S. Dollar	43.52	435.24	
L010101	OPERATOR	10.00	1.00 Each (hourly)	U.S. Dollar	51.71	517.13	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	10.00	1.00 Each (hourly)	U.S. Dollar	129.71	1,297.10	
1.3.1.3.2	2.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	2,750.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		2,750.00 Each	U.S. Dollar	1.00	2,750.00	
1.3.1.4	2.00 Day	UG Utility & Ground Removal	1.00	Detail	U.S. Dollar	1,305.08	2,610.15
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	20.00	1.00 Each (hourly)	U.S. Dollar	51.71	1,034.27	
L060100	GENERAL LABORER	20.00	1.00 Each (hourly)	U.S. Dollar	43.52	870.49	
RBACKH09	Deere 710J BACKHOE, 1.62CY	20.00	1.00 Each (hourly)	U.S. Dollar	35.27	705.40	
1.3.1.5	500.00 Cubic Yard	Remove Foundations To Subgrade	73.68	Detail	U.S. Dollar	27.84	13,918.88
1.3.1.5.1	500.00 Cubic Yard	Excavate / Remove Foundation - Various Depth	280.00	Detail	U.S. Dollar	15.81	7,907.16

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
L060100	GENERAL LABORER	17.86	1.00 Each (hourly)	U.S. Dollar		43.52	777.22
L010101	OPERATOR	35.71	2.00 Each (hourly)	U.S. Dollar		51.71	1,846.91
*REXCAV06C	Excav 100K w/ Hammer	17.86	1.00 Each (hourly)	U.S. Dollar		166.14	2,966.79
*REXCAV06A	Excav 100K w/ Bucket & Grapple	17.86	1.00 Each (hourly)	U.S. Dollar		129.71	2,316.25
1.3.1.5.2	500.00 Cubic Yard	Concrete Transport Offsite	100.00	Detail	U.S. Dollar	12.02	6,011.72
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
RDUTRK06	CAT D350D, 18CY-24CY	50.00	1.00 Each (hourly)	U.S. Dollar		76.71	3,835.50
L080940	TEAMSTER	50.00	1.00 Each (hourly)	U.S. Dollar		43.52	2,176.22
1.3.1.6	1.00 Lump Sum	Misc. Material Disposal	0.00	Detail	U.S. Dollar	1,975.00	1,975.00
1.3.1.6.1	1.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	1,375.00
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
USTRUCKING	Trucking Sub		1,375.00 Each	U.S. Dollar		1.00	1,375.00
1.3.1.6.2	10.00 Ton	Disposal Cost	0.00	Detail	U.S. Dollar	60.00	600.00
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
USDISPOSAL	Disposal Fee's		600.00 Each	U.S. Dollar		1.00	600.00
1.3.1.7	1.00 Lump Sum	Restore Yard	0.12	Detail	U.S. Dollar	65,761.49	65,761.49
1.3.1.7.1	4.00 Acre	Backfill / Regrade	2.00	Detail	U.S. Dollar	1,654.59	6,618.38
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
L060100	GENERAL LABORER	40.00	2.00 Each (hourly)	U.S. Dollar		43.52	1,740.97
L010101	OPERATOR	40.00	2.00 Each (hourly)	U.S. Dollar		51.71	2,068.53
REXCAV06B	Gradall - Excavator	20.00	1.00 Each (hourly)	U.S. Dollar		79.62	1,592.47
*RDOZER08	CAT D6 LGP Dozer	20.00	1.00 Each (hourly)	U.S. Dollar		60.82	1,216.40
1.3.1.7.2	2,000.00 Cubic Yard	Vegetative Cover	300.00	Detail	U.S. Dollar	27.57	55,143.11
1.3.1.7.2.1	2,000.00 Cubic Yard	Topsoil, Delivered	0.00	Detail	U.S. Dollar	20.00	40,000.00
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
MSOIL	Topsoil		2,000.00 Cubic Yard	U.S. Dollar		20.00	40,000.00
1.3.1.7.2.2	2,000.00 Cubic Yard	Placement	300.00	Detail	U.S. Dollar	7.57	15,143.11
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
L010101	OPERATOR	133.33	2.00 Each (hourly)	U.S. Dollar		51.71	6,895.11
RDOZER08	CAT D6N XL	133.33	2.00 Each (hourly)	U.S. Dollar		61.86	8,248.00
1.3.1.7.3	4.00 Acre	Re-Seed With Native Vegetation	0.00	Detail	U.S. Dollar	1,000.00	4,000.00
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
USLANDSCAPE	Landscape Sub		4.00 Acre	U.S. Dollar		1,000.00	4,000.00
1.4	1.00 Lump Sum	O&M Building Removal	0.21	Detail	U.S. Dollar	20,157.33	20,157.33
1.4.1	40.00 Ton	Structure Demo	20.00	Detail	U.S. Dollar	255.43	10,217.11
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>		<b>Unit Cost</b>	<b>Total Cost</b>
*REXCAV06A	Excav 100K w/ Bucket & Grapple	20.00	1.00 Each (hourly)	U.S. Dollar		129.71	2,594.20



Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
*REXCAV06E	Excav 100K w/ Shear	20.00	1.00 Each (hourly)	U.S. Dollar		190.67	3,813.40
L010101	OPERATOR	40.00	2.00 Each (hourly)	U.S. Dollar		51.71	2,068.53
L060100	GENERAL LABORER	40.00	2.00 Each (hourly)	U.S. Dollar		43.52	1,740.97

Notes: \*\*\*\*\*  
Assume steel structure  
\*\*\*\*\*

1.4.2	200.00 Cubic Yard	Remove Foundations To Subgrade	71.43	Detail	U.S. Dollar	35.65	7,130.23
-------	-------------------	--------------------------------	-------	--------	-------------	-------	----------

1.4.2.1	200.00 Cubic Yard	Excavate / Remove Foundation - Various Depth	250.00	Detail	U.S. Dollar	17.71	3,542.41
---------	-------------------	--	--------	--------	-------------	-------	----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
L060100	GENERAL LABORER	8.00	1.00 Each (hourly)	U.S. Dollar	43.52	348.19
L010101	OPERATOR	16.00	2.00 Each (hourly)	U.S. Dollar	51.71	827.41
*REXCAV06C	Excav 100K w/ Hammer	8.00	1.00 Each (hourly)	U.S. Dollar	166.14	1,329.12
*REXCAV06A	Excav 100K w/ Bucket & Grapple	8.00	1.00 Each (hourly)	U.S. Dollar	129.71	1,037.68

1.4.2.2	200.00 Cubic Yard	Concrete Transport Offsite	100.00	Detail	U.S. Dollar	17.94	3,587.82
---------	-------------------	----------------------------	--------	--------	-------------	-------	----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
RDUTRK06	CAT D350D, 18CY-24CY	20.00	1.00 Each (hourly)	U.S. Dollar	76.71	1,534.20
L080940	TEAMSTER	20.00	1.00 Each (hourly)	U.S. Dollar	43.52	870.49
L010101	OPERATOR	10.00	0.50 Each (hourly)	U.S. Dollar	51.71	517.13
RFELWH09	CAT 966F LOADER, 4.25CY	10.00	0.50 Each (hourly)	U.S. Dollar	66.60	666.00

1.4.3	2.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	2,750.00
-------	-----------	---------------------	------	--------	-------------	----------	----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
USTRUCKING	Trucking Sub		2,750.00 Each	U.S. Dollar	1.00	2,750.00

Notes: \*\*\*\*\*  
Assumption: 45,000 lbs per load  
\*\*\*\*\*

1.4.4	1.00 Ton	Disposal Cost	0.00	Detail	U.S. Dollar	60.00	60.00
-------	----------	---------------	------	--------	-------------	-------	-------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
USDISPOSAL	Disposal Fee's		60.00 Each	U.S. Dollar	1.00	60.00

1.5	55.00 Each	Inverter / Transformer Removal	1.00	Detail	U.S. Dollar	2,736.37	150,500.41
-----	------------	--------------------------------	------	--------	-------------	----------	------------

1.5.1	55.00 Each	Disconnect Electrical	2.00	Detail	U.S. Dollar	556.97	30,633.25
-------	------------	-----------------------	------	--------	-------------	--------	-----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
L010110	ELECTRICIAN	275.00	1.00 Each (hourly)	U.S. Dollar	55.99	15,397.07
L060100	GENERAL LABORER	275.00	1.00 Each (hourly)	U.S. Dollar	43.52	11,969.18
RPUTRK05	F-250 4X4 3/4 TON PICKUP	275.00	1.00 Each (hourly)	U.S. Dollar	11.88	3,267.00

1.5.2	55.00 Each	Loadout Inverter & Transformer	2.00	Detail	U.S. Dollar	1,479.40	81,367.15
-------	------------	--------------------------------	------	--------	-------------	----------	-----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
L060100	GENERAL LABORER	1,100.00	4.00 Each (hourly)	U.S. Dollar	43.52	47,876.73
L010101	OPERATOR	275.00	1.00 Each (hourly)	U.S. Dollar	51.71	14,221.17
RHYDCR06	GROVE RT880 73 TON	275.00	1.00 Each (hourly)	U.S. Dollar	70.07	19,269.25

1.5.3	28.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	38,500.00
-------	------------	---------------------	------	--------	-------------	----------	-----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
USTRUCKING	Trucking Sub		38,500.00 Each	U.S. Dollar	1.00	38,500.00

1.6	55.00 Each	Inverter / Transformer Support Removal	4.58	Detail	U.S. Dollar	710.76	39,091.63
-----	------------	--	------	--------	-------------	--------	-----------

Notes: \*\*\*\*\*  
Assumption: 10.5 x37x1 concrete pad per inverter/  
transformer  
\*\*\*\*\*

Cost Item							
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
1.6.1	55.00 Each	Excavate / Remove Foundation	4.58	Detail	U.S. Dollar	585.76	32,216.63
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L060100	GENERAL LABORER	240.00	2.00 Each (hourly)	U.S. Dollar	43.52	10,445.83	
L010101	OPERATOR	120.00	1.00 Each (hourly)	U.S. Dollar	51.71	6,205.60	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	120.00	1.00 Each (hourly)	U.S. Dollar	129.71	15,565.20	
1.6.2	5.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	6,875.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		6,875.00 Each	U.S. Dollar	1.00	6,875.00	
1.7	1.00 Lump Sum	Solar Array Retirement	0.00	Detail	U.S. Dollar	9,282,947.12	9,282,947.12
1.7.1	143,008.00 Linear Feet	Fence Removal	5,124.80	Detail	U.S. Dollar	1.27	181,441.31
1.7.1.1	143,008.00 Linear Feet	Fence Removal	5,124.80	Detail	U.S. Dollar	1.02	145,691.31
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	837.15	3.00 Each (hourly)	U.S. Dollar	51.71	43,291.97	
L060100	GENERAL LABORER	1,674.31	6.00 Each (hourly)	U.S. Dollar	43.52	72,872.97	
RBACKH09	Deere 710J BACKHOE, 1.62CY	837.15	3.00 Each (hourly)	U.S. Dollar	35.27	29,526.37	
1.7.1.2	26.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	35,750.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		35,750.00 Each	U.S. Dollar	1.00	35,750.00	
1.7.2	472,824.00 Each	Solar Panel Removal & Disposal	4,800.00	Detail	U.S. Dollar	6.97	3,295,158.58
1.7.2.1	472,824.00 Each	Solar Panel Removal	4,800.00	Detail	U.S. Dollar	3.11	1,470,308.58
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
RLIFTS05	JCB 508C, 8,000lbs FRKLFT	5,910.30	6.00 Each (hourly)	U.S. Dollar	22.96	135,700.49	
L010101	OPERATOR	5,910.30	6.00 Each (hourly)	U.S. Dollar	51.71	305,641.41	
L060100	GENERAL LABORER	23,641.20	24.00 Each (hourly)	U.S. Dollar	43.52	1,028,966.68	
<b>Notes:</b> *****							
Assumed production: 20 panels per laborer per hour,							
Includes packaging and preparing for shipment offsite.							
*****							
1.7.2.2	670.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	921,250.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USTRUCKING	Trucking Sub		921,250.00 Each	U.S. Dollar	1.00	921,250.00	
<b>Notes:</b> *****							
Assumption: 45,000 lbs per load							
*****							
1.7.2.3	15,060.00 Ton	Disposal Cost	0.00	Detail	U.S. Dollar	60.00	903,600.00
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
USDISPOSAL	Disposal Fee's		903,600.00 Each	U.S. Dollar	1.00	903,600.00	
<b>Notes:</b> *****							
Assumption: 472,824 modules x 63.7 lbs each							
*****							
1.7.3	16,887.00 Each	Solar Rack (Trackers) & Post Removal	119.36	Detail	U.S. Dollar	343.84	5,806,347.22
1.7.3.1	16,887.00 Each	Solar Rack (Trackers) & Post Removal	119.36	Detail	U.S. Dollar	313.22	5,289,347.22
Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost	
L010101	OPERATOR	22,636.41	16.00 Each (hourly)	U.S. Dollar	51.71	1,170,604.41	
L060100	GENERAL LABORER	11,318.20	8.00 Each (hourly)	U.S. Dollar	43.52	492,616.87	
*REXCAV06A	Excav 100K w/ Bucket & Grapple	11,318.20	8.00 Each (hourly)	U.S. Dollar	129.71	1,468,084.14	

		Cost Item					
CBS Position Code	Quantity UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
*REXCAV06E	Excav 100K w/ Shear	11,318.20	8.00 Each (hourly)	U.S. Dollar		190.67	2,158,041.81

Notes: \*\*\*\*\*  
 Crew to include  
 1 excavator w/shear, 1 excavator w/grapple, 2 operators and 2 laborers. Includes post removal and sizing of steel for sale as scrap, and loadout to haul trucks.  
 \*\*\*\*\*

1.7.3.2	376.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	517,000.00
---------	-------------	---------------------	------	--------	-------------	----------	------------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
USTRUCKING	Trucking Sub		517,000.00 Each	U.S. Dollar	1.00	517,000.00

Notes: \*\*\*\*\*  
 Assumption: 45,000 lbs per load  
 \*\*\*\*\*

1.8	1.00 Lump Sum	Remove Underground Cable	0.20	Detail	U.S. Dollar	37,779.67	37,779.67
-----	---------------	--------------------------	------	--------	-------------	-----------	-----------

1.8.1	1.00 Each	Remove Cable	0.20	Detail	U.S. Dollar	36,284.67	36,284.67
-------	-----------	--------------	------	--------	-------------	-----------	-----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
*REXCAV06A	Excav 100K w/ Bucket & Grapple	200.00	4.00 Each (hourly)	U.S. Dollar	129.71	25,942.00
L010101	OPERATOR	200.00	4.00 Each (hourly)	U.S. Dollar	51.71	10,342.67

1.8.2	1.00 Ton	T&D - Misc Waste	0.00	Detail	U.S. Dollar	120.00	120.00
-------	----------	------------------	------	--------	-------------	--------	--------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
UST&D03	T&D of Construction Debris		1.20 Ton	U.S. Dollar	100.00	120.00

1.8.3	1.00 Each	Trucking - Per Load	0.00	Detail	U.S. Dollar	1,375.00	1,375.00
-------	-----------	---------------------	------	--------	-------------	----------	----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
USTRUCKING	Trucking Sub		1,375.00 Each	U.S. Dollar	1.00	1,375.00

1.9	1.00 Lump Sum	Site Restoration - Partial Site Seeding	0.01	Detail	U.S. Dollar	708,005.77	708,005.77
-----	---------------	---	------	--------	-------------	------------	------------

1.9.1	59,792.00 Linear Feet	Strip & Decompact Roads	2,500.00	Detail	U.S. Dollar	1.43	85,277.75
-------	-----------------------	-------------------------	----------	--------	-------------	------	-----------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
*RDOZER08	CAT D6 LGP Dozer	478.34	2.00 Each (hourly)	U.S. Dollar	60.82	29,092.40
L010101	OPERATOR	717.50	3.00 Each (hourly)	U.S. Dollar	51.71	37,104.54
*RFELWH08C	CAT 980 LOADER	239.17	1.00 Each (hourly)	U.S. Dollar	79.78	19,080.82

Notes: \*\*\*\*\*  
 Decompaction to include discing and regrading  
 Assume removed road base transported offsite at no charge  
 \*\*\*\*\*

1.9.2	486.00 Acre	Spot Grade Disturbed Areas	8.00	Detail	U.S. Dollar	281.33	136,728.02
-------	-------------	----------------------------	------	--------	-------------	--------	------------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
*RDOZER08	CAT D6 LGP Dozer	1,215.00	2.00 Each (hourly)	U.S. Dollar	60.82	73,896.30
L010101	OPERATOR	1,215.00	2.00 Each (hourly)	U.S. Dollar	51.71	62,831.72

Notes: \*\*\*\*\*  
 Assumption: 1,389 acres total property area.  
 Assume that 35% of the area disturbed by construction will be regraded.  
 \*\*\*\*\*

1.9.3	486.00 Acre	Re-Seed With Native Vegetation - Roads & Areas Disturbed By Construction	0.00	Detail	U.S. Dollar	1,000.00	486,000.00
-------	-------------	--	------	--------	-------------	----------	------------

Resource Code	Description	Hours	Quantity UM	Currency	Unit Cost	Total Cost
USLANDSCAPE	Landscape Sub		486.00 Acre	U.S. Dollar	1,000.00	486,000.00

Cost Item								
CBS Position Code	Quantity	UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
Notes: ***** Assumption: 1,389 acres total property area. Assume that 35% of the area disturbed by construction will be re-seeded. *****								
1.10	1.00	Lump Sum	Contractor Markups	0.00	Detail	U.S. Dollar	2,030,732.39	2,030,732.39
1.10.1	1.00	Lump Sum	Home Office, Project Management (5% Of Cost)	0.00	Detail	U.S. Dollar	544,432.25	544,432.25
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
USMARKUP5	5% Markup			10,888,645.00 Each	U.S. Dollar	0.05	544,432.25	
1.10.2	1.00	Lump Sum	Contractor OH & Fee (13% Of Cost)	0.00	Detail	U.S. Dollar	1,486,300.14	1,486,300.14
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
USMARKUP	13% Markup			11,433,078.00 Each	U.S. Dollar	0.13	1,486,300.14	
1.11	1.00	Lump Sum	Scrap Metal Credit	0.00	Detail	U.S. Dollar	(3,377,842.00)	(3,377,842.00)
1.11.1	180.00	Ton	Scrap Credit - Substation	0.00	Detail	U.S. Dollar	(263.00)	(47,340.00)
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
UODCFERROUS	Ferrous Metal Scrap			180.00 Ton	U.S. Dollar	(263.00)	(47,340.00)	
1.11.2	572.00	Ton	Scrap Credit - Fence	0.00	Detail	U.S. Dollar	(263.00)	(150,436.00)
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
UODCFERROUS	Ferrous Metal Scrap			572.00 Ton	U.S. Dollar	(263.00)	(150,436.00)	
Notes: ***** Assume 8 lbs per ft fence & posts *****								
1.11.3	8,443.00	Ton	Scrap Credit - Module Rack	0.00	Detail	U.S. Dollar	(263.00)	(2,220,509.00)
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
UODCFERROUS	Ferrous Metal Scrap			8,443.00 Ton	U.S. Dollar	(263.00)	(2,220,509.00)	
Notes: ***** Assume 1000 Lbs per string w/ piles *****								
1.11.4	220.00	Ton	Scrap Credit - Cable	0.00	Detail	U.S. Dollar	(3,000.00)	(660,000.00)
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
UODCCOP	Copper Scrap			220.00 Ton	U.S. Dollar	(3,000.00)	(660,000.00)	
Notes: ***** Assume .10 lbs per lf on rack *****								
1.11.5	1,100.00	Ton	Scrap Credit - Inverter & Transformer	0.00	Detail	U.S. Dollar	(263.00)	(289,300.00)
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
UODCFERROUS	Ferrous Metal Scrap			1,100.00 Ton	U.S. Dollar	(263.00)	(289,300.00)	
Notes: ***** Assume 20 ton per inverter / transformer *****								
1.11.6	39.00	Ton	Scrap Credit - O&M Structure	0.00	Detail	U.S. Dollar	(263.00)	(10,257.00)
<b>Resource Code</b>	<b>Description</b>		<b>Hours</b>	<b>Quantity UM</b>	<b>Currency</b>	<b>Unit Cost</b>	<b>Total Cost</b>	
UODCFERROUS	Ferrous Metal Scrap			39.00 Ton	U.S. Dollar	(263.00)	(10,257.00)	
Report Total:								9,541,535.82

Cost Item								
CBS Position Code	Quantity	UM	Description	UM/Day	Cost Source	Currency	Unit Cost	Total Cost
<b>Category</b>								<b>Total</b>
Labor								3,734,182.25
Rented Equipment								4,064,053.18
Supplies								2,130.00
Materials								40,000.00
Subcontract								5,076,812.39
ODCs								2,200.00
Other Costs								(3,377,842.00)