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August 13, 2021

Via Electronic Filing

Ms. Tanowa Troupe
Administration/Docketing
Ohio Power Siting Board
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3793

Re: Juliet Energy Project, LLC, Case No. 20-1760-EL-BGN

Dear Ms. Troupe:

On March 12, 2021, Juliet Energy Project, LLC (“Juliet”) filed an application for authority to construct an up to 101 megawatt (“MW”) solar-powered energy project and its related infrastructure within approximately 683-acre project area in Weston and Milton townships, Wood County, Ohio. Attached for filing in the above-referenced case is a copy of the Memorandum of Understanding with the Ohio State Historic Preservation Office.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Dylan F. Borchers

Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OHIO STATE HISTORIC PRESERVATION OFFICE AND
JULIET ENERGY PROJECT, LLC REGARDING THE JULIET SOLAR
PROJECT IN WESTON AND MILTON TOWNSHIPS, WOOD COUNTY, OHIO**

WHEREAS, on March 12, 2021, Juliet Energy Project, LLC ("Juliet") submitted an application for a Certificate of Environmental Compatibility and Public Need in Case No. 20-1760-EL-BGN ("Certificate") from the Ohio Power Siting Board ("Board"), and intends to operate the Juliet Solar Project ("Project"), an up to 101-megawatt (MW) solar-powered electric generating facility to be located in Weston and Milton Townships in Wood County; and

WHEREAS, a Phase I Archaeological Reconnaissance Survey and Report and a Phase 1 History Architecture Reconnaissance Survey and Report were completed (collectively, the "Reports"); and

WHEREAS, Juliet and the Ohio State Historic Preservation Office ("SHPO") established an Area of Potential Effects ("APE") for the Survey to include the area of potential ground disturbance and any property that may be physically altered or destroyed by the Project, as well as a visual radius around the Project for visual impacts; and

WHEREAS the Reports identified cultural resources of archaeological or architectural significance within the Area of Potential Effects; and

WHEREAS, archaeological sites 33WO592 and 33WO597 were identified within the boundaries of the Project and determined through SHPO consultation to require avoidance; and

WHEREAS, twenty three NRHP eligible architectural resources were identified within the visual APE of the Project through the Survey, which have been determined as individually eligible for listing in the NRHP; and

WHEREAS, adverse impacts from the Project are not anticipated to affect any of the identified architectural resources due to their distance from the Project, existing vegetation in the direct vicinity of these resource that assist with screening, existing vegetation at greater distances from the resources that help to obscure portions of the Project's aboveground infrastructure from view, and the continued traditional agricultural use of the surrounding landscape; and

NOW, THEREFORE, the SHPO and Juliet agree in this Memorandum of Understanding ("MOU") as follows:

I. RECITALS

The recitals set forth above are incorporated into and are made a part of this MOU.

II. STIPULATIONS

- A. The SHPO agrees that the provisions of **Exhibit A** specific to the foregoing identified resources adequately address the impacts to the resources identified in the recitals to this MOU.
- B. The SHPO and Juliet agree that if the Project is constructed, the Project shall be

implemented in accordance with the following Stipulations to account for the effect of the Project on cultural resources.

1. Fencing will be maintained in good condition throughout the Project.
2. Juliet will avoid ground disturbance in the designated avoidance area for sites 33WO592 and 33WO597, for construction and operation of the Project. Construction fencing will be placed along the boundary of these resources prior to construction to ensure avoidance.

III. POST-REVIEW DISCOVERIES

- A. In the event that Juliet discovers a previously unidentified site within the APE that may be eligible for listing in the NRHP that would be affected by the Project, Juliet shall promptly stop work in the immediate area of the unidentified site and notify the SHPO within 24 hours of the discovery. If Juliet and SHPO concur that the discovered resource is eligible for listing in the NRHP, Juliet will consult with the SHPO to evaluate measures that will avoid, minimize, or mitigate any adverse effects. Upon agreement between Juliet and SHPO regarding such measures, Juliet shall implement the measures and notify the Board through its Staff of the implementation of the measures.
- B. If Juliet discovers any human or burial remains during implementation of the project, Juliet shall cease work immediately, notify the SHPO and the Board's Staff and adhere to applicable state and federal laws regarding the treatment of human or burial remains.

IV. AMENDMENTS

This MOU may be amended upon the written agreement of the SHPO and Juliet. The amendment will be effective on the date a copy is signed by all signatories unless otherwise stated and agreed to in the amendment.

V. TERMINATION

If any signatory to this MOU determines that the terms of this MOU will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Section II of this MOU. If within sixty (60) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatory.

VI. DURATION

This MOU is effective upon its execution by both SHPO and Juliet and shall remain in effect leading up to and upon receipt of a Certificate issued by the Board to Juliet or any subsequent transferee.

Thereafter, this MOU shall remain in effect until expiration of the Certificate. Should the Board deny Juliet's application for a Certificate, then either party may terminate this MOU at its discretion by providing written notice to the other party.

VII. EXECUTION IN COUNTERPARTS

This MOU may be executed in counterparts, with a separate page for each signatory, each of which shall constitute an original, and all of which shall constitute one and the same agreement. Each party will be provided a fully executed copy.

[signatures follow on next page]

**Ohio History Connection
State Historic Preservation Office**

By:

Name:


Diana Welling

Title:

Department Head & Deputy State Historic Preservation Officer for Resource
Protection & Review

Date:

8/12/2021

Contact:

800 East 17th Avenue

Columbus, OH 43215

614-298-2000

dwelling@ohiohistory.org

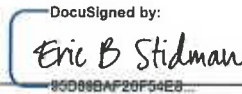
Juliet Energy Project, LLC

By: BP Solar SHP, LLC,
its sole member

By: BP Solar SHH, LLC,
its sole member

By: BP Solar Holding LLC,
its sole member

By: BP Alternative Energy North America Inc.,
its sole member

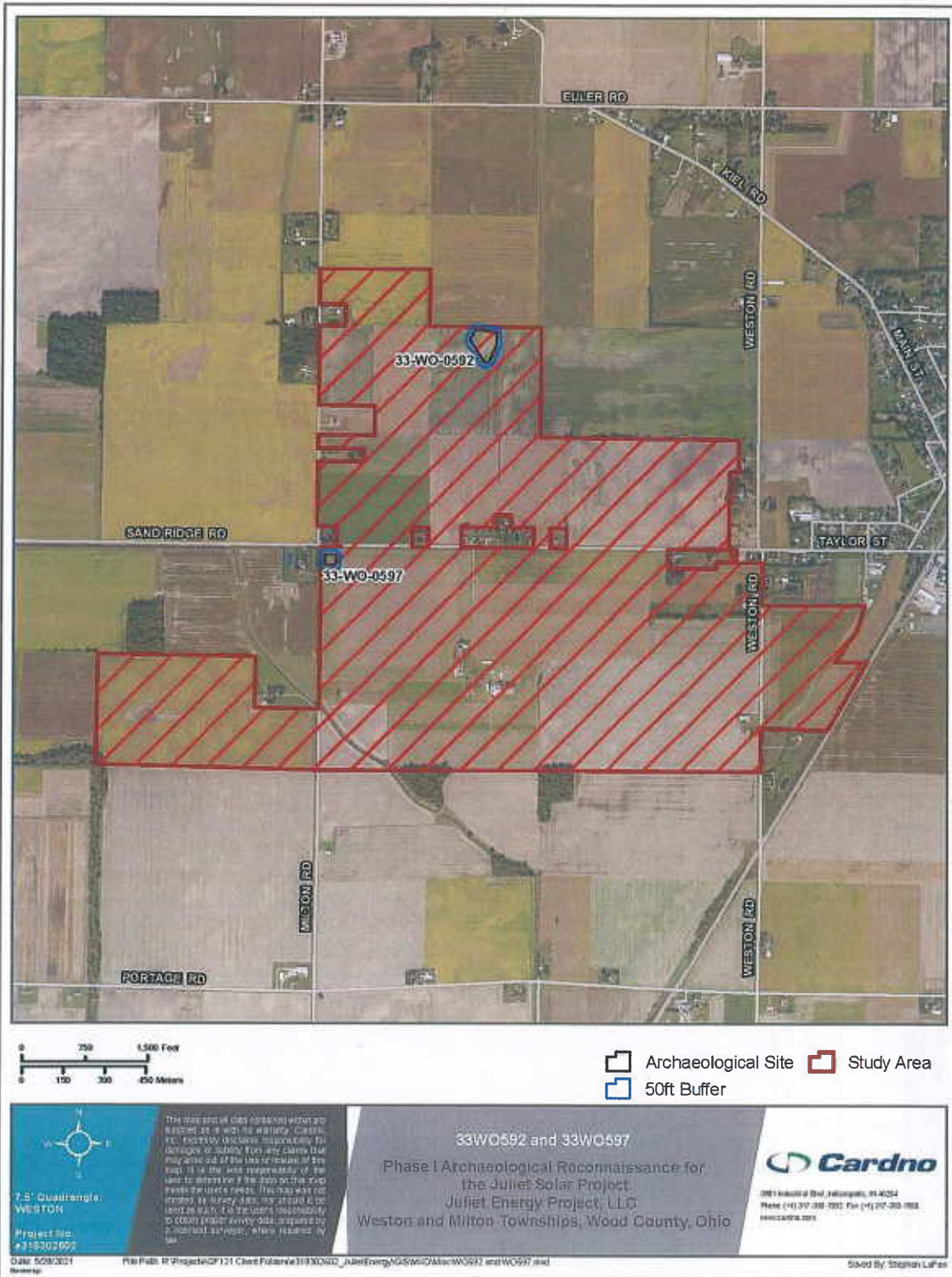
By: 
Name: Eric Stidman
Title: Vice President
Date: 07-Aug-2021

Contact:

201 Helios Way
Houston, TX 77079
281.800.7817
Eric.Stidman@bp.com

Exhibit A

Effects and Mitigation Measures for Cultural Resources



Juliet Energy Project, LLC: Effects and Mitigation Measures for Cultural Resources					
Ohio Designation Number	Description	Location	NRHP Eligibility	Recommendation	Mitigation
33-WO-0592	Horner Farmstead	264262 m E 4581184 m N (NAD 1927)	Eligible	No Effect	Site will be avoided
33-WO-0597	Neifer Farmstead	263687 m E 4580404 m N (NAD 1927)	Eligible	No Effect	Site will be avoided

Confidential

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/13/2021 9:16:18 AM

in

Case No(s). 20-1760-EL-BGN

Summary: Correspondence Submitting the Memorandum of Understanding with the Ohio State Historic Preservation Office electronically filed by Teresa Orahod on behalf of Dylan F. Borchers