

BEFORE THE OHIO POWER SITING BOARD

In the Matter of the Application of)	
Angelina Solar I, LLC)	
for a Certificate of Environmental)	Case No. 18-1579-EL-BGN
Compatibility and Public Need)	

SUPPLEMENTAL DIRECT TESTIMONY OF DOUGLAS HERLING

1 **Q.1. Please State your name, title, and business address.**

2 **A.1.** My name is Douglas Herling. I am Director of Business Development with Open
3 Road Renewables, LLC (“Open Road”), 1105 Navasota Street, Austin, Texas 78702.
4 The sole member of Applicant, Angelina Solar I, LLC (“Applicant”), is Blue Planet
5 Renewable Energy, LLC, whose members are Open Road and MAP 2015, L.P. I am the
6 project manager for the Angelina Solar Project (“Project”).

7 **Q.2. On whose behalf are you offering testimony?**

8 **A.2.** I am testifying on behalf of the Applicant.

9 **Q.3 What is the purpose of your supplemental testimony?**

10 **A.3.** I will briefly summarize the Joint Stipulation entered into by the Applicant, the Ohio
11 Farm Bureau Federation, the Preble County Commissioners, the Preble County Engineer, the
12 Preble Soil & Water Conservation District, the Board of Trustees of Israel Township, the Board
13 of Trustees of Dixon Township, the Preble County Planning Commission, and the Staff of the
14 Ohio Power Siting Board (“Staff”) (collectively, the “Stipulation Parties”) on June 14, 2019.
15 The Joint Stipulation has been marked as Joint Exhibit 1.

1 **Q4: In your original May 3, 2019 pre-filed testimony that is marked as Company**
2 **Exhibit 6, did you make recommendations regarding the conditions proposed by**
3 **Staff in the April 15, 2019 Staff Report of Investigation?**

4 **A.4.** Yes. And the Joint Stipulation reflects my recommendations regarding Staff's proposed
5 conditions, after negotiation with all Stipulation Parties. To be clear, the recommended
6 conditions in the Joint Stipulation replace the revisions to Staff's proposed conditions that I
7 presented in my initial pre-filed testimony marked as Company Exhibit 6.

8 **Q5: Is the Joint Stipulation a product of serious bargaining among capable and**
9 **knowledgeable parties?**

10 **A.5.** Yes. I was personally involved in the negotiation of the Joint Stipulation. The
11 Stipulation Parties were all represented by counsel and all parties to this proceeding participated
12 in settlement discussions. During negotiations, the Stipulation Parties all agreed to modify some
13 of the conditions the Staff proposed in the Staff Report of Investigation.

14 **Q6: Does the Joint Stipulation benefit the public interest?**

15 **A.6.** Yes. The Project is a major infrastructure project and a major capital investment; it
16 benefits the community. The Project will generate clean and quiet renewable electricity and will
17 provide "on peak" power during the high demand period of mid-day and late afternoon. In
18 addition, the Project will benefit the local economy through jobs created during construction,
19 additional new jobs to support operation, and new tax revenue. The Joint Stipulation further
20 benefits the public interest by requiring the Project to take steps and meet certain requirements
21 during the construction and operation of the Project to minimize impacts of the Project.

22 Certain of those requirements were a result of negotiations between the Stipulation Parties. For
23 example, as a result of negotiations, the Joint Stipulation revised Staff's recommended

1 conditions so that setbacks will be measured from road right-of-ways rather than the edge of
2 roadways (see Condition 3). This change will result in larger setbacks from roadways and
3 should address any concerns raised about visibility at crossroads. The Joint Stipulation added a
4 requirement to submit a plan describing methods of fence repair and also a requirement to
5 maintain perimeter fencing for the Project (Condition 11). This change will help to ensure the
6 security of the Project, as well as minimizing any negative visual impact that may be created by a
7 damaged fence. The Joint Stipulation also includes detailed language on drainage systems (both
8 publicly and privately maintained) and requires consultation with the County Engineer or OPSB
9 Staff prior to repairing county maintenance/repair ditches (Condition 16). As Noah Waterhouse
10 describes more fully in his supplemental direct testimony, these changes will ensure that existing
11 drainage in the Project Area is protected.

12 The Joint Stipulation also adds requirements for the Applicant to enter into a road use agreement
13 with the appropriate local authorities if county or township roads are utilized for the construction
14 of the Project (Condition 26), to train local first responders and assist with any needed
15 specialized equipment (Condition 28) and submit a decommissioning plan for the project that
16 includes a bonding formula (Condition 29).

17 The road use agreement requirement obligates the Applicant to return county and township roads
18 to the same or better condition they were in prior to construction, to avoid any impact to the
19 public from the Project's use of those roads. As Mark Bonifas explains in his supplemental
20 direct testimony, a road use agreement is a typical feature of many similar projects.

21 The Joint Stipulation's new Condition 28 obligates the Applicant to provide opportunities for
22 training to local first responders, as well as any specialized equipment, if needed. Offering this
23 training and equipment will help to ensure that local fire and EMS service providers are familiar

1 with the Project and are able to effectively respond to any emergency at the Project. The
2 Applicant is also committed, under Condition 28, to hold safety meetings with fire and EMS
3 service providers on an on-going basis. The addition of Condition 28 will assist local fire and
4 EMS service providers in being prepared to respond to any emergency at the Project. In my
5 experience, this heightened familiarity will benefit any responding personnel and thus the public
6 as a whole.

7 The Applicant committed in its application to put a decommissioning plan in place, but
8 Condition 29 expressly requires the creation and implementation of a decommissioning plan,
9 including financial assurance requirements. This will ensure the Project does not become an
10 inconvenience to the surrounding community at the end of its useful life, and will allow the
11 Project Area to be converted to another use, including potentially returned to agricultural
12 production. As described in Mr. Bonifas' testimony, the inclusion of a decommissioning plan
13 condition is a typical feature of conditions for other renewable energy projects, and will benefit
14 the public interest.

15 In addition, many of the signatories to the Joint Stipulation are public entities. Those entities are:

- 16 (1) The Preble County Commissioners;
- 17 (2) The Preble County Engineer;
- 18 (3) The Preble Soil & Water Conservation District;
- 19 (4) The Board of Trustees of Israel Township;
- 20 (5) The Board of Trustees of Dixon Township; and
- 21 (6) The Preble County Planning Commission.

1 Their participation in negotiations that resulted in the Joint Stipulation is indicative of the
2 balancing of interests that resulted in a Joint Stipulation, in turn benefiting the public interest.

3 **Q7: Does the Joint Stipulation violate any important regulatory principle or practice?**

4 **A.7.** No.

5 **Q8: What do you recommend that the Ohio Power Siting Board do in regard to the Joint**
6 **Stipulation?**

7 **A.8.** I recommend that the Ohio Power Siting Board adopt the Joint Stipulation, including the
8 recommended conditions, without modification.

9 **Q9: Does this conclude your supplemental direct testimony?**

10 **A.9.** Yes, it does.

CERTIFICATE OF SERVICE

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/s/ MacDonald W. Taylor _____

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Summary: Testimony Supplemental Direct Testimony of Douglas Herling electronically filed by Mr. MacDonald W Taylor on behalf of Angelina Solar I, LLC