

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)	

SECOND SUPPLEMENTAL DIRECT TESTIMONY OF DOUGLAS HERLING

Q.1. Please state your name, title, and business address.

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

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

A.2. I am testifying on behalf of the Applicant in support of the Amended and Restated Joint Stipulation and Recommendation that was filed on July 29, 2020 (“Amended Joint Stipulation”).

Q.3 Did you previously provide testimony on behalf of the Applicant?

A.3. Yes, I provided direct testimony and supplemental direct testimony on July 31, 2019, and rebuttal testimony on September 10, 2019.

Q.4. Why is the Applicant providing additional testimony in this proceeding?

A.4. The Applicant is providing testimony in support of the Amended Joint Stipulation. In addition to my testimony, the Applicant is providing testimony from Mark

Bonifas and Matthew Marquis of Hull & Associates, Inc; David Hessler of Hessler Associates, Inc.; Mathew Robinson of Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. and Noah Waterhouse of EVS, Inc.

Q.5. Have you reviewed the Amended Joint Stipulation?

A.5. Yes. I was involved in the drafting and negotiation of the Amended Joint Stipulation.

Q.6. Can you provide a brief overview of the revisions that the Amended Joint Stipulation makes to the Joint Stipulation and Recommendation filed on June 14, 2019?

A.6. Yes. Attached to my testimony as Attachment DH1 is a redline comparison between the Joint Stipulation and Recommendation filed on June 14, 2019 (the “Joint Stipulation”) and the Amended Joint Stipulation. Changes have been made to:

- Condition 1 which is a ministerial edit to account for changes to the Staff Report’s recommended conditions;
- Condition 3 to add setback requirements to the final Project layout and committing to inverter retrofits if necessary to mitigate any off-site noise issues that may arise;
- Condition 9 to reflect that the survey work program for the Project has been completed and approved by the Ohio Historic Preservation Office;
- Condition 11 to require consultation with an Ohio licensed landscape architect for the landscape and lighting plan, add lighting requirements for the Project and put in place measures for designing and maintaining vegetative screening near non-participating residences;
- Condition 13 to put in place a timeframe for responding to Project complaints;

- Condition 16 to clarify drainage conditions that will be benchmarked along with a requirement to request drainage information from adjacent landowners and to provide any collected information to the County Engineer;
- Condition 18 to clarify that the vegetation management plan include implementation and maintenance of vegetative ground-cover and screening for the Project;
- Condition 20 which authorizes the environmental monitoring specialist during construction to report issues simultaneously to Staff and the Applicant;
- Condition 26 to reflect the execution of a road use maintenance agreement with local authorities; and
- Condition 29 to clarify that the Project's decommissioning plan will be prepared by a licensed professional engineer and to require a performance bond with the Board as obligee which is a form of financial guarantee put in place for other projects.

Two new conditions have been added in the Amended Joint Stipulation. Condition 30 addresses stormwater permitting and is a condition the Board approved this year in the Nestlewood Solar project (Case No. 18-1546-EL-BGN). Condition 31 is another condition the Board approved in the Nestlewood Solar project as well as for other Ohio siting projects. In additions, modifications were made to Section B, Other Terms and Conditions.

Q.7. Why was Condition 1 of the Joint Stipulation modified?

A.7. Condition 1 in the Joint Stipulation (the original stipulation) stated that the Applicant shall follow the recommendations in the *Staff Report of Investigation*, without

1 qualification. This was an oversight because it did not account for the modifications that were
2 agreed to as part of the Joint Stipulation. Accordingly, this language has been revised in the
3 Amended Joint Stipulation to state that the Applicant shall follow the recommendations in the
4 *Staff Report of Investigation*, “as modified by the Joint Amended and Restated Stipulation.”

5 **Q.8. Can you describe the changes to Condition 3 of the Joint Stipulation?**

6 **A.8.** Yes. Condition 3 was revised to require minimum setbacks in the final Project
7 layout. Specifically, there will be (1) a 25 foot setback from the facility fence to any non-
8 participating property line or road right-of-way; (2) a 150 foot setback between the facility fence
9 and any non-participating residence (an increase of 50 feet from the application commitment of
10 100 feet between any above ground equipment and any non-participating residence) and a 500
11 foot setback from any central inverter to a non-participating residence. The Applicant is also
12 required to promptly retrofit any inverter as necessary to effectively mitigate any off-site noise
13 issue identified during operation. The 500 foot setback was derived through initial engineering
14 efforts this year in conjunction with the development of the preliminary site plan. That plan was
15 prepared under my supervision and is attached to my testimony as Attachment DH2.

16 **Q.9. Can you describe the preliminary site plan identified as Attachment DH2?**

17 **A.9.** The preliminary site plan shows the anticipated layout of the Project and shows how
18 the Project can be designed to meet the setbacks in Condition 3 of the Amended Joint
19 Stipulation. It details the layout of the Project including the anticipated location of the panels,
20 roads, entrances, inverters and setbacks. The preliminary site plan is based on preliminary
21 engineering using representative models of components, but also depicts the “maximum extent”
22 of the Project relative to the public and the environment. It establishes the final design envelope

1 for the Project across all dimensions and describes all of the major types of components to be
2 constructed within that envelope, including the fence.

3 **Q.10. Have the final engineering plans been prepared for the Project?**

4 **A.10.** No. Condition 3 requires the Applicant to submit a set of detailed engineering
5 drawings of the final project design to Staff at least 30 days before the preconstruction
6 conference.

7 **Q.11. Given the length of time between the submission of the Joint Stipulation and the**
8 **Amended Joint Stipulation, why has the Applicant not prepared final engineering plans for**
9 **the Project?**

10 **A.11.** The panels, racking and inverters selected for a solar facility will drive the final
11 engineering and layout of the facility, including the specific locations of those components as
12 well as the lengths of the rows of solar panels, the width between the rows, the piling design, and
13 the locations of collection lines and roads. The technology of these key components, especially
14 the solar panels (along with pricing), however, is continually evolving with new models being
15 issued or improved upon frequently. Thus, in my experience, the investment required for final
16 engineering design occurs only once certain key authorizations for a facility has already been
17 obtained. In Ohio, the key authorization is the certificate issued by the Board.

18 Given the Board's lengthy application process and the need to identify the specific
19 models of the key components closer to construction, it is not practical to incur the significant
20 cost and time to prepare final engineering and construction plans prior to or during the Board's
21 review process for a proposed project. In my experience, which includes developing both the
22 Hillcrest Solar and Willowbrook Solar projects in Ohio, the costs for final design, and the
23 associated deposits to lock in associated major equipment, can exceed one million dollars for a

1 project such as Angelina. This investment would be wasted if major design changes were
2 required as a result of the Board's review or if there were improvements in technology or
3 changes in market prices that rendered the initial choices commercially obsolete. This would, in
4 turn, necessitate a new cycle of spend, design, review and approval.

5 I believe that the Board has been provided sufficient information for this Project to
6 discharge its duties under R.C. 4906.10, even without the final design. The Applicant has clearly
7 defined the maximum impacts of the Project and the Project cannot exceed those well-defined
8 parameters. Importantly, due to the similarity in design, size and function of the key components
9 as well as the conditions imposed by the Amended Joint Stipulation, it is not necessary to select
10 those components in order to determine the maximum impacts of the Project.

11 I note that the Board's rules specifically contemplate a later submission of a final design,
12 after an application is filed. (OAC 4906-4-03(C)(1)(g) requires an application include in a
13 proposed project schedule "preparation of the final design."). The Board has approved
14 thousands of megawatts of power generation projects that represent billions of dollars of capital
15 investment without requiring that final engineering or construction drawings be complete prior to
16 the issuance of a certificate. If the Board were to require that the engineering design of projects
17 were complete before issuing a certificate, it would drive investment for any type of power
18 generation plants away from the State because of the delay and cost that a final
19 engineering/construction design requirement would impose on any project. If that were to
20 happen, Ohio would not benefit from the massive investment, tax revenue, and job creation the
21 power industry provides for this State.

22 **Q.12. Why was Condition 9 of the Joint Stipulation revised?**

1 **A.12.** Condition 9 of the Joint Stipulation originally required the Applicant to prepare a
2 Phase I cultural resources survey program for the project area in conjunction with Staff and the
3 Ohio Historic Preservation Office (“OHPO”). Those programs have been prepared and the
4 OHPO has issued correspondence to the Applicant approving the work plans. A copy of that
5 correspondence is attached to my testimony as Attachment DH3. The condition was revised to
6 account for that progress.

7 **Q.13. Can you describe the changes made to Condition 11 of the Joint Stipulation?**

8 **A.13.** The Amended Joint Stipulation revised Condition 11 to provide additional
9 requirements for the development of the Project’s landscape and lighting plan. First, the
10 condition now requires that a licensed Ohio landscape architect be consulted in the preparation of
11 the plan and also design vegetative screening for non-participating residences. The condition
12 was also revised to focus on mitigation for non-participating residences that have a direct line of
13 sight to the facility fence. The landscape architect’s design will include vegetative screening to
14 enhance the view from a non-participating residence and be in harmony with the existing
15 vegetation and area viewshed. The condition also was revised to require the Applicant to
16 maintain vegetative screening for the life of the facility and replace failed plantings so that after
17 5 years, 90% of the plantings survive. It also requires motion-activated lighting that is focused
18 inward towards the facility. All of the changes are intended to minimize the Project’s impact on
19 surrounding residences.

20 **Q.14. What is the current status of the landscape and lighting plan for the Project?**

21 **A.14.** The preliminary landscape plan has been completed and has been submitted as an
22 attachment to the testimony of Matthew Robinson. That plan contains detailed analysis of the
23 Project area’s existing conditions, the anticipated visual impact of the Project, and the proposed

1 landscape plan to address the visual impact, including detailed photographs of the affected areas,
2 as well as visual examples of the landscaping that will be included as part of the landscape plan.
3 In short, those potential visual impacts have been addressed by determining specific locations of
4 concern and applying an appropriate landscaping scenario, detailed by using maps, photographs,
5 as well as computer-renderings of the intended landscaping. Lighting for the Project is included
6 in the preliminary site layout attached to my testimony as Attachment DH2.

7 **Q.15 Can you describe the changes to Condition 13 of the Joint Stipulation?**

8 **A.15.** Yes. Condition 13 of the Joint Stipulation requires the Applicant to have in place
9 a complaint resolution process and the components of that process. The Amended Joint
10 Stipulation modified Condition 13 to add an additional requirement that the Applicant
11 acknowledge receipt of a complaint within 48 hours and to promptly respond to such complaint.
12 We have prepared a complaint resolution plan in accordance with Condition 13 and that is
13 attached to my testimony as Attachment DH4 to show it incorporates the requirements of
14 Condition 13 including the requirement to acknowledge receipt of a complaint within 48-hours
15 of receipt and to promptly respond to any complaints.

16 **Q.16. Why has Condition 16 of the Amended Joint Stipulation been revised to require the**
17 **Applicant to contact adjacent landowners regarding drainage information?**

18 **A.16.** Although the original condition was adequately protective of drainage and drain
19 tile, the revised language of Condition 16 takes the additional step of requiring the Applicant to
20 contact adjacent landowners and secure information they may have about drainage systems in the
21 Project Area. This effort will help ensure that available, historical information concerning the
22 location of such systems that exists within the community is obtained and considered in the
23 mapping and assessment efforts. Specifically, it will assist the Applicant's survey efforts and

1 ensure that the drain tile in the Project Area is avoided where possible, maintained in good
2 working order, and, if damaged during construction of the Project, is adequately repaired.

3 **Q.17. Has the Applicant undertaken any efforts to contact the adjacent landowners?**

4 **A.17.** Yes. On March 11, 2020, the Applicant conducted a targeted mailing campaign
5 designed to reach out to owners of agricultural land adjacent to or near the Project area. The
6 mailing sought information from adjoining landowners regarding drain tile or other drainage
7 infrastructure on their property. The mailing included a request for existing maps or GIS files of
8 installed drain tile on the adjacent landowner's property, a map of the adjoining owners' property
9 with instructions detailing how to provide information on known or suspected tile with a pre-paid
10 return envelope, and a USDA information release form to allow the Project to access Soil and
11 Water Conservation District records regarding drainage installations or consultations regarding
12 the adjoining owner's property. The March 11 mailing included certain CCPC members that
13 own property near the Project area. In addition, Angelina provided copies of the letters, maps
14 and information requests by email to counsel for the CCPC members for distribution on March
15 19, 2020.

16 **Q.18. What changes were made to Condition 18 of the Joint Stipulation?**

17 **A.18.** Condition 18 in the Amended Joint Stipulation requires the preparation and
18 submission of a vegetation management plan prior to the preconstruction conference. A
19 preliminary vegetation management plan has been prepared and is attached to Mr. Bonifas'
20 testimony. The vegetation management plan includes steps for preserving existing trees, using
21 native and pollinator-friendly plant species, control of noxious weeds and invasive species,
22 preservation of topsoil, and returning the land to potential agricultural use following
23 decommissioning of the solar facility. The Amended Joint Stipulation changes Condition 18 to

1 require the plan to include the implementation and maintenance of vegetative ground cover for
2 the solar fields and any vegetative screening. I expect the vegetation management plan will
3 continue to be refined in coordination with final Project engineering and design, and in
4 consultation with the Project's builder.

5 **Q.19. Can you describe the changes that were made to Condition 20 in the Amended Joint**
6 **Stipulation?**

7 **A.19.** Yes. Condition 20 was revised in order to bring greater clarity and oversight to
8 any construction activities that might impact sensitive environmental areas. While the original
9 condition required the Applicant to have an environmental specialist on site during construction
10 activities that may affect sensitive environmental areas, the now revised condition makes clear
11 that this individual shall be authorized by the Applicant to report any environmental issues that
12 may arise to both the Applicant and to Staff simultaneously. The purpose of this revision is to
13 ensure that Staff is promptly appraised of any potential environmental issues immediately and
14 ensures an open communication channel between the environmental specialist and Staff.

15 **Q.20. Why was Condition 26 revised in the Amended Joint Stipulation?**

16 **A.20.** Condition 26 was revised to reflect the fact that the Road Use and Maintenance
17 Agreement for Solar Projects and Infrastructure ("RUMA") was entered into on December 9,
18 2019 between the Preble County Board of County Commissioners, the Dixon Township
19 Trustees, the Israel Township Trustees and the Applicant. A copy of the RUMA is attached to
20 my testimony as Attachment DH5. The RUMA addresses and incorporates the requirements in
21 Condition 26. Along with the Project's transportation management plan, any changes to the
22 RUMA will be provided to the Board's Staff thirty-days prior to the preconstruction conference.

23 **Q.21 How was Condition 29 of the Joint Stipulation modified?**

1 **A.21.** The Joint Amended Stipulation revised Condition 29 to require that the Project's
2 decommissioning plan be prepared by an Ohio registered professional engineer. The revision to
3 Condition 29 also clarified that the decommissioning bond for the Project will be in the form of a
4 performance bond with the Board as an obligee which is the form of decommissioning bond used
5 for other renewable energy projects with Board certificates.

6 **Q.22. Can you describe Condition 30 in the Joint Amended Stipulation?**

7 **A.22.** Yes. Condition 30 is an entirely new condition that was added to the Amended
8 Joint Stipulation. It obligates the Applicant to obtain coverage under the Ohio EPA Construction
9 General Permit and to evaluate what post-construction practices may be necessary. This
10 condition also obligates the Applicant to submit documentation of its supporting calculations to
11 the Preble County Office of Land Use Management and the Preble Soil & Water Conservation
12 District. Finally, Condition 30 requires the Applicant to provide confirmation that it incorporated
13 guidance from Ohio EPA's "Guidance on Post-Construction Storm Water Controls for Solar
14 Panel Arrays" to those two local agencies. Among other items, this guidance provides that, in
15 some cases, stormwater at a solar facility project can be managed through the standard post-
16 construction practices from the Ohio EPA Construction General Permit. It also recommends the
17 use of low and slow-growing grass varieties. Condition 30 will help to ensure that post-
18 construction stormwater flows are appropriately managed, and that if any post-construction
19 control measures are required, that they are reviewed, approved and maintained in accordance
20 with Ohio EPA regulations, and that local agencies are aware of those measures. The same
21 condition was approved by the Board in the Nestlewood proceeding.

22 **Q.23. Why was condition 31 added to the Amended Joint Stipulation?**

1 **A.23.** Condition 31 was added to the Amended Joint Stipulation as a result of the
2 negotiations that took place and also because the Board has routinely added that condition to
3 recently issued certificates.

4 **Q24. Are there any other revisions to the Joint Stipulation that you would like to**
5 **address?**

6 **A.24.** Yes. Changes were made to Section B, Other Terms and Conditions. My
7 understanding is that Section B as revised now follows similar language in other stipulations that
8 have been entered into by the Board's Staff.

9 **Q25: Is the Amended Joint Stipulation a product of serious bargaining among capable**
10 **and knowledgeable parties?**

11 **A.25.** Yes. I was personally involved in both the negotiation of the Joint Stipulation and
12 the Amended Joint Stipulation. All parties involved in the negotiation were represented by
13 counsel and all parties had the opportunity to participate in settlement discussions on both the
14 Joint Stipulation and more recently the Amended Joint Stipulation. The changes made to the
15 Joint Stipulation by the Amended Joint Stipulation were the result of negotiation by the signatory
16 parties to the Amended Joint Stipulation and the revisions reflect input by all signatory parties.

17 **Q. 26. Does the Amended Joint Stipulation benefit the public interest?**

18 **A.26.** Yes. It is important to note that the Amended Joint Stipulation is an amendment
19 to the Joint Stipulation previously filed in this proceeding. As the redline attached to my
20 testimony as Exhibit DH1 shows, the vast majority of the Joint Stipulation remains as initially
21 submitted to the Board. Thus, my testimony supporting the Joint Stipulation is applicable to the
22 Amended Joint Stipulation.

1 With that said, I will reiterate that the Project is a major infrastructure project and a major capital
2 investment; it benefits the community. The Project will generate clean and quiet renewable
3 electricity and will provide “on peak” power during the high demand period of mid-day and late
4 afternoon. In addition, the Project will benefit the local economy through jobs created during
5 construction, additional new jobs to support operation, and new tax revenue. The Amended Joint
6 Stipulation, like the Joint Stipulation, further benefits the public interest by requiring the Project
7 to take steps and meet certain requirements during the construction and operation of the Project
8 to minimize impacts of the Project.

9 Certain of those requirements were a result of negotiations between parties that signed the Joint
10 Stipulation and Amended Joint Stipulation. For example, as a result of negotiations, the Joint
11 Stipulation revised Staff’s recommended conditions in the Staff Report so that setbacks will be
12 measured from road right-of-way rather than the edge of roadways (see Condition 3). This
13 change will result in larger setbacks from roadways and should address any concerns raised
14 about visibility at crossroads. The Amended Joint Stipulation provides for further project
15 setbacks including a setback of 500 feet from project inverters to a non-participating residence
16 (Condition 3). The Joint Stipulation included a requirement to submit a plan describing methods
17 of fence repair and also a requirement to maintain perimeter fencing for the Project (Condition
18 11). That condition remains unchanged in the Amended Joint Stipulation and helps to ensure the
19 security of the Project, as well as minimizing any negative visual impact that may be created by a
20 damaged fence. The Amended Joint Stipulation leaves untouched the detailed language on
21 drainage systems (both publicly and privately maintained) in Condition 16 of the Joint
22 Stipulation, continues to require consultation with the County Engineer or OPSB Staff prior to
23 repairing county maintenance/repair ditches but adds a requirement for the Applicant to contact

1 the owners of adjacent parcels to request drainage information and provide that information to
2 the County Engineer (Condition 16).

3 The Joint Stipulation added requirements for the Applicant to enter into a road use agreement
4 with the appropriate local authorities if county or township roads are utilized for the construction
5 of the Project (Condition 26). An agreement has been entered into with the local authorities and
6 the Amended Joint Stipulation expressly incorporates the actual agreement into the condition.
7 The Amended Joint Stipulation (like the Joint Stipulation) requires the Applicant to train local
8 first responders and assist with any needed specialized equipment (Condition 28) and submit a
9 decommissioning plan for the project (Condition 29). The Amended Joint Stipulation also
10 imposes a requirement in Condition 29 that a professional engineer prepare the decommissioning
11 plan and requires the Applicant to post a performance bond with the Board as obligee to ensure
12 decommissioning funds are available at the end of the Project's life.

13 The Amended Joint Stipulation continues to require a landscape and lighting plan (Condition 11)
14 but adds a requirement that the plan be prepared in consultation with a licensed landscape
15 architect. The condition was further negotiated with parties to require the landscape plan to
16 provide for vegetative screening (designed by the landscape architect) to enhance residential
17 views and harmonize with existing vegetation and the area viewshed. Importantly, the amended
18 condition now expressly requires the Applicant to maintain vegetative screening for the life of
19 the facility and replace failed plantings.

20 The tax benefits that the Project will provide to the local community also support approval of the
21 Amended Joint Stipulation. While I previously testified on the tax revenue the Project will
22 generate, I am pleased to inform the Board that on August 26, 2020, the Board of County
23 Commissioners of Preble County passed resolution #403-20-192 ("Resolution") to approve the

1 Applicant's application for the Ohio Qualified Energy Project Tax Exemption. The Resolution is
2 expressly conditioned upon payment by the Applicant (or successor owner of the Project) of an
3 annual service payment in lieu of taxes ("PILOT") of \$7,000.00 per megawatt, as well as an
4 additional annual service payment in the amount of \$2,000.00 per megawatt, both of which shall
5 be made to the Preble County Treasurer. A copy of the Resolution is attached as Attachment
6 DH6 to this testimony.

7 I would also note that all but one of the public entities that signed the Joint Stipulation signed the
8 Amended Joint Stipulation. Those entities are:

- 9 (1) The Preble County Commissioners;
- 10 (2) The Preble County Engineer;
- 11 (3) The Preble Soil & Water Conservation District;
- 12 (4) The Board of Trustees of Dixon Township; and
- 13 (5) The Preble County Planning Commission.

14 Their willingness to join and recommend the approval of the Amended Joint Stipulation to the
15 Board supports a finding that the Amended Joint Stipulation is in the public interest.

16 To conclude, the Amended Joint Stipulation remains in the public interest for all of the reasons
17 stated in my previous testimony in this proceeding as well as in this supplemental testimony.

18 **Q27: Does the Amended Joint Stipulation violate any important regulatory principle or**
19 **practice?**

20 **A.27.** No.

1 **Q.28. What do you recommend that the Ohio Power Siting Board do in regard to the Joint**
2 **Amended Stipulation?**

3 **Q.28.** I recommend that the Ohio Power Siting Board adopt the Joint Amended
4 Stipulation, including the recommended conditions, without modification.

5 **Q.29. Does this conclude your testimony?**

6 **A.29.** Yes.

CERTIFICATE OF SERVICE

The Ohio Power Siting Board's e-filing system will electronically serve notice of the filing of this document on the parties referenced in the service list of the docket card who have electronically subscribed to this case. In addition, the undersigned certifies that a courtesy copy of the foregoing document is also being served upon the persons below via electronic mail this 13th day of October 2020.

/s/ Michael J. Settineri

Jodi Bair
Jodi.bair@ohioattorneygeneral.gov

Dylan Borchers
dborchers@bricker.com

Kathryn West
kwest@prebco.org

W. Joseph Scholler
jscholler@ftlaw.com

Thaddeus Boggs
tboggs@ftlaw.com

Chad Endsley
cendsley@ofbf.org

Leah Curtis
lcurtis@ofbf.org

Amy Milam
amilam@ofbf.org

Jack Van Kley
jvankley@vankleywalker.com

Chris Walker
cwalker@vankleywalker.com

BEFORE THE OHIO POWER SITING BOARD

In the Matter of the Application of)
Angelina Solar I, LLC)
for a Certificate of Environmental)
Compatibility and Public Need)

Case No. 18-1579-EL-BGN

AMENDED AND RESTATED JOINT STIPULATION AND RECOMMENDATION

I. INTRODUCTION

~~Applicant Angelina Solar I, LLC (“Angelina” or “Applicant”), the Ohio Farm Bureau Federation, the Preble County Commissioners, the Preble County Engineer, the Preble Soil & Water Conservation District, the Board of Trustees of Israel Township, the Board of Trustees of Dixon Township, the Preble County Planning Commission, and the Staff of the Ohio Power Siting Board (“Staff”), at times collectively referred to as the “Parties,”~~ The undersigned parties (the “Parties”) submit this Amended and Restated Joint Stipulation and Recommendation (“Stipulation”) for adoption by the Ohio Power Siting Board (the “Board”). This Stipulation is intended by the Parties to resolve all matters pertinent to the certification and construction of the proposed Angelina Solar Farm.

~~The~~ Angelina Solar I LLC (“Angelina” or “Applicant”) intends to build the Angelina Solar Farm as an 80 MW solar-powered generating facility in Preble County, Ohio. The project would consist of large arrays of ground-mounted photovoltaic (“PV”) modules, commonly referred to as solar panels. The project also includes associated support facilities, such as access roads, meteorological stations, buried electrical collection lines, inverter pads, and a substation.

The solar panels would be attached to metal racking. The racking would include piles driven or rotated into the ground. The solar panel arrays would be grouped in large clusters that would be fenced for public safety and equipment security, with locked gates at all entrances.

The Applicant has not yet selected the final solar panel technology to be utilized for this project, but has limited its consideration to two commonly used solar panel technologies that are substantially similar in function and outward design: crystalline or thin-film. Both types of common racking systems, fixed-tilt and single-axis tracking, would accommodate either crystalline or thin-film solar panel modules. Both solar panel technologies are comparable, and the Applicant plans to submit the final project designs to the Board's Staff for review prior to construction.

The Applicant has not selected the specific module vendor, but intends to use a manufacturer that has the capability and experience to provide approximately 213,333-320,000 modules for this project.

The Applicant would create a collector system made up of a network of electric and communication lines that would transmit the electric power from the solar arrays to a common location, at which point the power would be delivered to the existing high-voltage transmission system.

The electricity from the solar panels is generated in direct current ("DC"). DC power from the solar panels would be delivered through electric lines, which would travel through cable trays on the racking and then to combiner boxes. Power from the combiner boxes would be transmitted to groups of components, collectively called an inverter, which would include an inverter that converts DC to alternating current ("AC"), a step-up transformer that increases the voltage to 34.5 kiloVolts ("kV"), and a cabinet containing power control electronics.

Each inverter would deliver AC power to a common substation through a system of buried electric lines and associated communication lines. The Applicant intends for each portion of the AC collector system to originate in one of the solar fields and terminate at the substation.

The Applicant has committed that those portions of the AC collector system outside the fenced solar fields and fenced substation would be buried at least thirty-six inches below grade. The Applicant will use warning tape to mark the lines and register the underground facilities with the Ohio Utilities Protection Service.

The substation for the project would be located on a parcel of land east of the existing American Electric Power College Corner substation, which is located just across the state border in Indiana (the “AEP Substation”). The major components of the Applicant’s substation would be collection line feeders and breakers, a 34.5 kV bus, a main power transformer that steps up the voltage to 138 kV, a high-voltage breaker, metering/relaying transformers, disconnect switches, equipment enclosure containing power control electronics, and a lightning mast.

A short 138 kV transmission line would connect the project substation to the east or north side of the existing AEP Substation. The transmission line would be approximately 700 feet in length. A dead-end structure would be used where the circuit changes from a buried cable to an above ground line prior to entering the AEP Substation. The portion of the transmission line located in Ohio will be the subject of a separate filing to be submitted to the Board.¹

The Applicant proposes to use up to 6.2 miles of access roads for construction, operation and maintenance of the solar farm. The access roads would consist of aggregate material and/or grass. The access roads would be up to 25 feet wide during construction and then reduced to 16 feet wide during operation.

The project would include up to six solar meteorological stations that would be up to 15 feet tall, and fenced/gated. The meteorological stations would include pyranometers, which measure the solar resource.

¹ ~~Additionally,~~ Applicant ~~will seek~~ has received the appropriate authorizations from the Indiana Utility Regulatory Commission to construct and operate the portion of the transmission line, as well as the dead-end structure, in Indiana. [In the Matter of the Verified Petition of Angelina Solar I, LLC, Cause No. 45292 \(March 4, 2020\).](#)

II. HISTORY OF THE APPLICATION

The Applicant filed a Pre-Application Notification Letter regarding the proposed solar electric generation project on October 22, 2018, and a Corrected Pre-Application Notification Letter on October 29, 2018 to update the date of the public informational meeting. A public informational meeting regarding the proposed solar electric generating project was held in Eaton, Ohio on November 15, 2018.

On December 3, 2018, the Applicant filed its Application and motions for waivers from the requirements to submit the manufacturers' safety manuals or similar documents with the application, to submit a description of its plan for test borings with the application, to request to reduce the size of the study area regarding the impact on landmarks, and to delay submission of the System Impact Study. Applicant also filed a motion for protective order to keep portions of the Application confidential, including cost information and other sensitive financial data.

On January 17, 2019, the Administrative Law Judge ("ALJ") granted the motion for waivers and motion for protective order.

On February 1, 2019, a letter of compliance regarding the Application was sent to the Applicant.

On February 7, 2019, the Applicant filed its Certificate of Service indicating that a copy of the complete and accepted Application was served upon the appropriate governmental officials and local libraries.

On February 14, 2019, the ALJ issued an Entry scheduling hearings in the matter, directing the [Ohio Power Siting Board](#) Staff ([“Staff”](#)) to file its Staff Report of Investigation, and for parties to file their issues list and testimony.

On March 11, 2019, the Preble County Commissioners filed a notice of intervention. The notice of intervention was accepted April 18, 2019.

On March 13, 2019, the Preble County Engineer, the Preble County Soil & Water Conservation District, the Board of Trustees of Israel Township, the Board of Trustees of Dixon Township, and the Preble County Planning Commission all filed motions to intervene. These motions were granted April 18, 2019.

On March 21, 2019, the Eaton Community School District filed a motion to intervene. This motion was granted April 18, 2019.

On March 26, 2019, the Ohio Farm Bureau Federation filed a motion to intervene. The Ohio Farm Bureau Federation’s motion was granted April 18, 2019.

On March 29, 2019, the Concerned Citizens of Preble County, LLC, Robert Black, Marja Brandly, Campbell Brandly Farms, LLC, Michael Irwin, Kevin and Tina Jackson, Vonderhaar Family ARC, LLC, and Vonderhaar Farms Inc. (the “Citizens”) filed a motion to intervene. The Citizens’ motion was granted April 18, 2019.

A local public hearing was held on April 30, 2019 at 6:00 pm at the Eaton Fire Division Station #2, 391 West Lexington Road, Eaton, Ohio 45320.

The adjudicatory hearing ~~is scheduled for June 19,~~[was called and continued on May 14,](#) 2019 at ~~10:00 am at~~ the offices of the PUCO.

[A Joint Stipulation and Recommendation was filed on June 14, 2019 in this proceeding by Angelina Solar I, LLC, the Ohio Farm Bureau Federation, the Preble County Commissioners,](#)

the Preble County Engineer, the Preble Soil & Water Conservation District, the Board of Trustees of Israel Township, the Board of Trustees of Dixon Township, the Preble County Planning Commission, and the Staff of the Ohio Power Siting Board.

The adjudicatory hearing recommenced on July 31, 2019 at the offices of the PUCO.

This Stipulation results from discussions among the Parties who acknowledge that this agreement is amply supported by the record and thus is entitled to careful consideration by the Board. Accordingly, the Parties recommend that the Board issue a Certificate of Environmental Compatibility and Public Need for the proposed Angelina Solar Farm.

III. STIPULATION AND RECOMMENDATION

A. Recommended Conditions

- (1) The Applicant shall install the facility, utilize equipment and construction practices, and implement mitigation measures as described in the application and as modified and/or clarified in supplemental filings, replies to data requests, and recommendations in the *Staff Report of Investigation* (as modified by the Joint Amended and Restated Stipulation).
- (2) The Applicant shall conduct a preconstruction conference prior to the start of any construction activities. Staff, the Applicant, and representatives of the primary contractor and all subcontractors for the project shall attend the preconstruction conference. The conference shall include a presentation of the measures to be taken by the Applicant and contractors to ensure compliance with all conditions of the certificate, and discussion of the procedures for on-site investigations by Staff during construction. Prior to the conference, the Applicant shall provide a proposed conference agenda for Staff review. The Applicant may conduct separate preconstruction conferences for each stage of construction.
- (3) The Applicant shall submit one set of detailed engineering drawings of the final project design to Staff at least 30 days before the preconstruction conference. This final design shall include all conditions of the certificate and references at the locations where the Applicant and/or its contractors must adhere to a specific condition in order to comply with the certificate. The final project layout shall be provided in hard copy and as geographically-referenced electronic data. The final project layout shall reflect any road adjacent setbacks as measured from the edge of the right-of-way rather than the edge of the roadway. The final project layout shall reflect at least the following minimum setbacks: (1) 25 feet between the facility fence and any property line of a non-participating parcel or any edge of right-of-way of a public road; (2) 150 feet between the facility fence and any

residence on a non-participating parcel; and (3) 500 feet between any central inverter and any residence on a non-participating parcel. The Applicant shall promptly retrofit any inverter as necessary to effectively mitigate any off-site noise issue identified during operation of the facility.

- (4) If any changes to the project layout are made after the submission of final engineering drawings, the Applicant shall provide all such changes to Staff in hard copy and as geographically-referenced electronic data. All changes are subject to Staff review to ensure compliance with all conditions of the certificate, prior to construction in those areas.
- (5) Within 60 days after the commencement of commercial operation, the Applicant shall submit to Staff a copy of the as-built specifications for the entire facility. If the Applicant demonstrates that good cause prevents it from submitting a copy of the as-built specifications for the entire facility within 60 days after commencement of commercial operation, it may request an extension of time for the filing of such as-built specifications. The Applicant shall use reasonable efforts to provide as-built drawings in both hard copy and as geographically referenced electronic data.
- (6) The certificate shall become invalid if the Applicant has not commenced a continuous course of construction of the proposed facility within five years of the date of journalization of the certificate, unless the Board grants a waiver or extension of time.
- (7) As the information becomes known, the Applicant shall file in this proceeding the date on which construction will begin, the date on which construction was completed, and the date on which the facility begins commercial operation. Such filings shall be served on all intervening parties to the certification process.
- (8) Prior to the commencement of construction activities in areas that require permits or authorizations by federal or state laws and regulations, the Applicant shall obtain and comply with such permits or authorizations. The Applicant shall provide copies of permits and authorizations, including all supporting documentation, to Staff no less than seven days prior to the applicable construction activities. The Applicant shall provide a schedule of construction activities and acquisition of corresponding permits for each activity at the preconstruction conference.
- (9) ~~Prior to construction, the Applicant shall prepare a Phase I cultural resources survey program for the project area in conjunction with Staff and~~If the resulting survey work from the Historic Resource Survey Research Design for the project dated January 14, 2020 and the Phase 1 Archeological Survey Research Design for the project dated January 16, 2020, each as approved by the Ohio Historic Preservation Office (OHPO).~~If the resulting survey work by letter dated February 19, 2020,~~ discloses a find of cultural, archaeological, or architectural significance, or a site that could be eligible for inclusion on the National Register of Historic Places, then the Applicant shall submit a modification, or mitigation plan detailing how such site(s) will be avoided or impacts minimized. Any such mitigation

effort, if needed, shall be developed in coordination with the OHPO and submitted to Staff for review and acceptance.

- (10) General construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., or until dusk when sunset occurs after 7:00 p.m. Impact pile driving shall be limited to the hours between 9:00 a.m. and 7:00 p.m. Monday through Friday; hoe ram and blasting operations, if required, shall be limited to the hours between 10:00 a.m. and 4:00 p.m., Monday through Friday. Construction activities that do not involve noise increases above ambient levels at sensitive receptors are permitted outside of daylight hours when necessary. The Applicant shall notify property owners or affected tenants within the meaning of Ohio Adm. Code 4906-3-03(B)(2) of upcoming construction activities including potential for nighttime construction.
- (11) Prior to commencement of any construction, the Applicant shall prepare a landscape and lighting plan in consultation with a landscape architect licensed by the Ohio Landscape Architects Board that addresses the aesthetic and lighting impacts of the facility with an emphasis on any locations where an adjacent non-participating parcel contains a residence with a direct line of sight to the project area and also include a plan describing the methods to be used for fence repair. The plan shall include measures such as fencing, vegetative screening or good neighbor agreements. Unless alternative mitigation is agreed upon with the owner of any such adjacent, non-participating parcel containing a residence with a direct line of sight to the fence of the facility, the plan shall provide for the planting of vegetative screening designed by the landscape architect to enhance the view from the residence and be in harmony with the existing vegetation and viewshed in the area. The Applicant shall maintain vegetative screening for the life of the facility and the Applicant shall replace any failed plantings so that, after five years, at least 90 percent of the vegetation has survived. The Applicant shall maintain all fencing along the perimeter of the project in good repair for the term of the project and shall promptly repair any damage as needed. Lights shall be motion-activated and designed to narrowly focus light inward toward the facility, such as being downward-facing and/or fitted with side shields. The Applicant shall provide the plan to Staff for review and confirmation that it complies with this condition.
- (12) At least 30 days before the preconstruction conference, the Applicant shall provide Staff with a copy of its public information program, for confirmation that it complies with this condition, that informs affected property owners and tenants of the nature of the project, and that provides specific contact information of Applicant personnel who are familiar with the project, the proposed timeframe for project construction, and a schedule for restoration activities.
- (13) At least 30 days before the preconstruction conference, the Applicant shall provide Staff with a copy of a complaint resolution process, for confirmation that it complies with this condition, to address potential public complaints resulting from facility construction and operation. The resolution process must describe how the public can contact the facility and how the facility would contact anyone

issuing a complaint, and require the Applicant to acknowledge receipt of a complaint within 48-hours and to promptly respond to such complaint

- (14) At least seven days prior to the start of facility operation, the Applicant shall notify via mail affected property owners and tenants who were provided notice of the public informational meeting, as well as anyone who has requested updates regarding the project, and all intervening parties to the certification process. This notice will provide information about the start of operation and describe how the public can contact the facility.
- (15) During the construction and operation of the facility, the Applicant shall submit to Staff a complaint summary report by the fifteenth day of April, July, October, and January of each year for the first five years of operation. The report should include a list of all complaints received through the Applicant's complaint resolution process, a description of the actions taken toward a resolution of each complaint, and a status update if the complaint has yet to be resolved.
- (16) The Applicant shall avoid, where possible, or minimize to the extent practicable, any damage to functioning surface and subsurface field tile drainage systems and soils resulting from the construction, operation, and/or maintenance of the facility in agricultural areas, whether such drainage systems are publicly or privately maintained. Benchmark conditions of surface and subsurface drainage systems shall be documented prior to construction, including the location of ~~grassed waterways~~ mains and grassed waterways and efforts to contact the owners of all parcels adjacent to the project area to request drainage system information on those parcels. Such documentation shall be provided to the County Engineer. Any tile installation or repairs shall be performed in accordance with applicable provisions of Standard Practice for Subsurface Installation of Corrugated Polyethylene Pipe for Agricultural Drainage or Water Table Control, ASTM F499-02 (2008), to the extent practicable. If uncertainty arises concerning the proper procedures for tile repair, Applicant may consult with the local Soil & Water Conservation District or a USDA Natural Resources Conservation Service representative for privately maintained tile, and shall consult with the County Engineer for tile located in a county maintenance/repair ditch, as delineated in Document A, attached hereto. Damaged field tile systems shall be promptly repaired no later than 30 days after such damage is discovered, and be returned to at least original conditions or their modern equivalent at the Applicant's expense. When repairing tiles in a county maintenance/repair ditch, the Applicant shall give reasonable notice of such repairs to the County Engineer and Staff. The County Engineer or his/her representative shall have the right to visually inspect and approve the repair work performed prior to backfill. If the County Engineer does not approve the repair work in a timely manner, Staff shall have the right to visually inspect and approve the repair work performed prior to backfill. If the opinion of the County Engineer and the opinion of Staff on approval of the repair work differ, Staff shall have the final authority to approve the repair work. As stated in the Application, the Applicant will develop a Stormwater Pollution Prevention Plan that will require the utilization of silt fences during construction and the prompt removal of construction silt from drainage ditches when necessary

for continued efficient drainage. The Applicant shall provide the Soil & Water Conservation District and the County Engineer with a single point of contact with the Applicant after construction is completed to address any resource concerns.

- (17) Within 30 days after issuance or receipt, the Applicant shall provide Staff a copy of any arrangement or resulting resolution adopted by Preble County relating to the Payment in Lieu of Taxes (PILOT) program.
- (18) Prior to the preconstruction conference, the Applicant shall submit a vegetation management plan to Staff for review and confirmation that it complies with this condition. The plan would identify all areas of proposed vegetation clearing for the project, specifying the extent of the clearing, and describing how such clearing work would be done as to minimize removal of woody vegetation. The plan shall describe how trees and shrubs along access routes, at construction staging areas, during maintenance operations, and in proximity to any other project facilities would be protected from damage. The plan shall also describe the implementation and maintenance of vegetative ground cover for the solar fields and any vegetative screening, including any pollinator-friendly plantings and describe any planned herbicide use. The plan shall also describe the steps to be taken to prevent establishment and/or further propagation of noxious weed identified in OAC 901:5-37 during implementation of pollinator-friendly plantings. The Applicant shall consult with the Ohio Seed Improvement Association prior to purchase of seed stock regarding the names of reputable vendors of seed stock and shall purchase seed stock used on this project from such recommended sources to the extent practicable and to the extent seed stock is available from such vendor(s).
- (19) The Applicant shall adhere to seasonal cutting dates of October 1 through March 31 for the removal of trees three inches or greater in diameter to avoid impacts to Indiana bats and northern long-eared bats, unless coordination with the Ohio Department of Natural Resources (ODNR) and the U.S. Fish and Wildlife Service (USFWS) allows a different course of action.
- (20) The Applicant shall have an environmental specialist on site during construction activities that may affect sensitive areas as shown on the Applicant's final approved construction plan as approved by Staff. Sensitive areas include, but are not limited to, areas of vegetation clearing, designated wetlands and streams, and locations of threatened or endangered species or their identified habitat. The environmental specialist shall be familiar with water quality protection issues and potential threatened or endangered species of plants and animals that may be encountered during project construction. The environmental specialist selected by the Applicant shall be authorized to report any issues simultaneously to Staff and the Applicant.
- (21) The Applicant shall contact Staff, the ODNR, and the USFWS within 24 hours if state or federal listed species are encountered during construction activities. Construction activities that could adversely impact the identified plants or animals

shall be immediately halted until an appropriate course of action has been agreed upon by the Applicant, Staff and the appropriate agencies.

- (22) The Applicant shall file on the record in this case a construction access plan for review prior to the preconstruction conference. The plan would consider the location of streams, wetlands, wooded areas, and sensitive wildlife and plant species, and explain how impacts to all sensitive resources will be avoided or minimized during construction, operation, and maintenance. The plan would include the measures to be used for restoring the area around all temporary access points, and a description of any long-term stabilization required along permanent access routes.
- (23) Prior to the use of horizontal directional drilling, the Applicant shall file on the record in this case a frac-out contingency plan detailing monitoring, environmental specialist presence, containment measures, cleanup, and restoration.
- (24) The Applicant shall minimize, to the extent practicable, the clearing of wooded areas, including scrub/shrub areas that would lead to fragmentation and isolation of woodlots or reduce connecting corridors between one woodlot and another.
- (25) Prior to commencement of construction activities that require transportation permits, the Applicant shall obtain all such permits. The Applicant shall coordinate with the appropriate authority regarding any temporary road closures, lane closures, road access restrictions, and traffic control necessary for construction and operation of the proposed facility. Coordination shall include, but not be limited to, the county engineer, the Ohio Department of Transportation, local law enforcement, and health and safety officials. The Applicant shall detail this coordination as part of a final traffic plan submitted to Staff prior to the preconstruction conference for review and confirmation by Staff that it complies with this condition.
- (26) ~~If county or township roads are utilized for the construction of this project, the Applicant shall also enter into a road use agreement with the appropriate local authorities prior to construction and subject to Staff review and confirmation that it complies with this condition. The road use agreement shall contain provisions for the following: (a) a preconstruction survey of the conditions of the roads; (b) a post-construction survey of the condition of the roads; (c) an objective standard of repair that obligates the Applicant to restore the roads to the same or better condition as they were prior to construction; and (d) a timetable for posting of a construction road and bridge bond prior to the use or transport of heavy equipment on public roads or bridges for construction and for the posting of a decommissioning bond prior to the use or transport of heavy equipment on public roads or bridges for decommissioning.~~ The Applicant shall provide the Board's Staff a copy of the transportation management plan and any ~~road use agreement(s)~~ changes to the Road Use and Maintenance Agreement for Solar Projects and Infrastructure dated December 9, 2019 between the Applicant and Preble County Board of County Commissioners, the Preble County Engineer,

Israel Township and Dixon Township 30 days prior to the preconstruction conference.

- (27) The Applicant shall not commence any construction of the facility until it has executed an Interconnection Service Agreement and Interconnection Construction Service Agreement with PJM Interconnection, which includes construction, operation, and maintenance of system upgrades necessary to integrate the proposed generating facility into the regional transmission system reliably and safely. The Applicant shall docket in the case record a letter stating that the Agreement has been signed or a copy of the executed Interconnection Service Agreement and Interconnection Construction Service Agreement.
- (28) Local fire and EMS service providers (Camden-Somers Fire Department, West College Corner Fire Department, Eaton Fire and EMS and Gasper Fire Department) will be trained in how to respond to emergency/fire situations that could occur at the project. At least one in-service emergency training shall be conducted prior to commencement of construction. Multiple training dates for both firefighters and EMS staff will be offered to ensure all responders have adequate situational training specific to solar energy facilities. In addition, safety meetings shall be held with emergency service personnel on an on-going basis. The Applicant will include in such training any emergency procedures which may be specific to the solar array model used for the project. If local fire and EMS responders lack any specialized equipment needed to appropriately respond to an emergency at the project, the Applicant shall provide such equipment to the local fire and EMS service providers when construction commences.
- (29) At least 60 days prior to construction, as stated in the Application, the Applicant shall submit a comprehensive decommissioning plan for review and approval by Staff. The plan will specify the responsible parties, outline a decommissioning schedule of fewer than 12 months, estimate full decommissioning and restoration costs net of salvage value, require restoration of the project area, and require proper disposition of all project components. The plan shall be prepared by a professional engineer registered with the State Board of Registration for Professional Engineers and Surveyors. Prior to construction, the Applicant will, if applicable, post financial security in the form of a performance bond with the Board as obligee, e.g. a decommissioning bond, to ensure that funds are available to pay for the net decommissioning costs. The Applicant will retain an independent and registered professional engineer to calculate the net decommissioning costs, which shall be incorporated into the plan and reflected in the financial security. This net decommissioning estimate shall be recalculated at least every five years by an engineer retained by Applicant and the financial security adjusted to reflect any increase in the net decommissioning costs, but will not be adjusted to reflect any decrease in the net decommissioning costs. The Board shall maintain the authority to accept or reject the engineer chosen by the Applicant to conduct such analysis.
- (30) If one acre or more of ground is disturbed, the Applicant shall obtain from Ohio EPA a "General Permit Authorization for Storm Water Discharges Construction

Associated with Construction Activities” (also known as a Construction General Permit). Following the completion of final project engineering design, the Applicant shall perform pre- and post-construction stormwater calculations to determine if post-construction best management practices are required, based on requirements contained in Ohio EPA’s Construction General Permit. The calculations along with a copy of any stormwater submittals made to the Ohio EPA shall be submitted to the Preble County Office of Land Use Management and the Preble Soil & Water Conservation District. The Applicant will also provide confirmation that it incorporated guidance from the Ohio EPA’s document “Guidance on Post-Construction Storm Water Controls for Solar Panel Arrays” dated October 2019 to the Preble County Office of Land Use Management and the Preble Soil & Water Conservation District. If post construction storm water best management practices are required, the Applicant will submit construction drawings detailing any stormwater control measures to the Preble County Office of Land Use Management and the Preble Soil & Water Conservation District, as applicable, no less than seven days prior to the applicable construction activities.

- (31) The certificate authority provided in this case shall not exempt the facility from any other applicable and lawful local, state, or federal rules or regulations nor be used to affect the exercise of discretion of any other local, state, or federal permitting or licensing authority with regard to areas subject to their supervision or control.

B. Other Terms and Conditions

(1) This Stipulation is ~~expressly~~ conditioned upon ~~its acceptance~~adoption of the Stipulation by the Board in its entirety and without material modification. ~~In the event~~Each Signatory Party has the right, in its sole discretion, to determine whether the Board’s approval of this Stipulation constitutes a “material modification” thereof. If the Board rejects or materially modifies all or any part of this Stipulation~~or imposes additional conditions or requirements upon the Parties, each party shall have the right,~~ any Signatory Party shall have the right to apply for rehearing. If the Board does not adopt the Stipulation without material modification upon rehearing, or if the Board makes a material modification to any Order adopting the Stipulation pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then within thirty (30) days of the Board’s ~~order, to file an application for rehearing with the Board. Upon an entry on rehearing being issued by the Board maintaining the material modification to the~~

~~stipulation, each party shall have the right, within ten (10) days of the Board's order on rehearing, to file a notice of termination of, and withdrawal from, the Stipulation. Upon notice of termination and withdrawal of the Stipulation by any party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In such an event, a hearing shall go forward, and the Parties shall be afforded the opportunity to present's~~ Entry on Rehearing or Order on Remand any Signatory Party may withdraw from the Stipulation by filing a notice with the Board ("Notice of Withdrawal"). No Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Board review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Board will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Stipulation by presenting evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to file briefs on all issues. brief all issues that the Board shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory Parties shall submit the amended Stipulation to the Board for approval after a hearing if necessary.

(2) The Parties agree and recognize that this Stipulation has been entered into only for the purpose of this proceeding. Each Party agrees not to assert against another party in any proceeding before the Board or any court, other than in a proceeding to enforce the terms of this Stipulation, that party's participation in this Stipulation as support for any particular position on any issue. Each Party further agrees that it will not use this Stipulation as factual or legal

precedent on any issue. The Parties request that the Board recognize that its use of this Stipulation in any proceeding other than this proceeding is contrary to the intentions of the parties in entering into this Stipulation.

IV. RECOMMENDED FINDINGS AND CONCLUSIONS OF LAW

The Parties agree that the record in this case, provided the Board approves the Conditions in this Stipulation, contains sufficient probative evidence for the Board to find and determine, as Findings of Fact and Conclusions of Law, that:

A. Recommended Findings of Fact

1. Angelina Solar I, LLC is licensed to do business in the State of Ohio.
2. Angelina Solar Farm qualifies as a major utility facility as defined in R.C. 4906.01(B)(1).
3. On October 22, 2018, the Applicant filed a Pre-Application Notification Letter informing the Board of a public informational meeting in Case No. 18-1579-EL-BGN.
4. On October 29, 2018, the Applicant filed a Corrected Pre-Application Notification Letter updating the date for the public informational meeting.
5. On November 5, 2018, the Applicant filed proof of publication made on October 27, 2018 in the Eaton Register-Herald, a newspaper of general circulation in Preble County, and of notice of the public informational meeting scheduled to be held in Case No. 18-1579-EL-BGN on November 15, 2018.
6. The Applicant held the public informational meeting in Case No. 18-1579-EL-BGN at the Toney Building on the Preble County Fairgrounds, located at 722 South Franklin Street, Eaton, Ohio 45320 on November 15, 2018.

7. The Applicant submitted its Application in Case No. 18-1579-EL-BGN to construct the Angelina Solar Farm on December 3, 2018.

8. On December 3, 2018, the Applicant filed a motion for waivers of certain filing requirements in Case No. 18-1579-EL-BGN.

9. On December 3, 2018, the Applicant filed a motion for protective order to keep confidential certain information in the Application in Case No. 18-1579-EL-BGN.

10. On January 17, 2019, the ALJ granted Angelina's motion for waivers and motion for protective order.

11. On February 1, 2019, the Board issued a letter stating that the Board's Staff had received sufficient information to begin its review of the Application.

12. On February 7, 2019, the Applicant filed correspondence indicating that the Application fees were paid.

13. On February 7, 2019, the Applicant filed a Certificate of Service indicating that copies of the Application were served upon local public officials and libraries.

14. On February 14, 2019, the ALJ issued an Entry setting forth a scheduled hearing date and directing the Staff to file a Staff Report.

15. On March 11, 2019, the Preble County Commissioners filed a notice of intervention.

16. On March 13, 2019, the Preble County Engineer; Preble Soil & Water Conservation District, the Board of Trustees of Israel Township, the Board of Trustees of Dixon Township, and the Preble County Planning Commission all filed motions to intervene.

17. On March 15, 2019, the Applicant filed a Notice indicating that the initial notice was sent on March 1, 2019 to government officials, libraries and affected property owners pursuant to Ohio Adm. Code 4906-3-09(A)(1).

18. On March 21, 2019, a motion to intervene was filed by the Eaton Community School District.

19. On March 26, 2019, a motion to intervene was filed by the Ohio Farm Bureau Federation.

20. On March 27, 2019, the Applicant filed a Notice indicating that the initial notice was published on March 2, 2019 in the Eaton Register-Herald, a newspaper in general circulation in Preble county, pursuant to R.C. 4906.06(C).

21. On March 29, 2019 Concerned Citizens of Preble County, LLC, Robert Black, Marja Brandly, Campbell Brandly Farms, LLC, Michael Irwin, Kevin and Tina Jackson, Vonderhaar Family ARC, LLC, and Vonderhaar Farms Inc. all filed a motion to intervene.

22. On April 1, 2019, the Applicant filed a Notice of Submittal of the System Impact Study.

23. On April 15, 2019, the Staff Report of Investigation (“Staff Report”) was filed in Case No. 18-1579-EL-BGN.

24. On April 26, 2019, the Applicant filed a Notice indicating that the second notice was mailed on April 19, 2019 to government officials, libraries and property owners pursuant to Ohio Adm. Code 4906-03-09(A)(2). Notice was also published in the Eaton Register-Herald, a newspaper in general circulation in Preble County, on April 20, 2019.

25. A local public hearing was held on April 30, 2019 at 6:00 pm at the Eaton Fire Division Station #2, 391 West Lexington Road, Eaton, Ohio 45320.

26. The adjudicatory hearing was called and continued on May 14, 2019 at the offices of the PUCO.

27. A Joint Stipulation and Recommendation was filed on June 14, 2019 in this proceeding by Angelina Solar I, LLC, the Ohio Farm Bureau Federation, the Preble County Commissioners, the Preble County Engineer, the Preble Soil & Water Conservation District, the Board of Trustees of Israel Township, the Board of Trustees of Dixon Township, the Preble County Planning Commission, and the Staff of the Ohio Power Siting Board.

28. The adjudicatory hearing recommenced on July 31, 2019 at the offices of the PUCO.

29. ~~26.~~ Because no electric transmission line or gas pipeline is being proposed in this Application, R.C. 4906.10(A)(1) is not applicable.

30. ~~27.~~ Adequate data on the Angelina Solar Farm has been provided to determine the nature of the probable environmental impact as required by R.C. 4906.10(A)(2).

31. ~~28.~~ Adequate data on the Angelina Solar Farm has been provided to determine that the facilities described in the Application and supplemental filings and subject to the Conditions in this Stipulation represent the minimum adverse environmental impact, considering the available technology and nature and economics of the various alternatives, and other pertinent considerations as required by R.C. 4906.10(A)(3).

32. ~~29.~~ Adequate data on the Angelina Solar Farm has been provided to determine that the proposed electric generating facility is consistent with regional plans for expansion of the electric power grid of the electric systems serving the State of Ohio and interconnected utility systems, that the Angelina Solar Farm will serve the interests of electric system economy and reliability, and the requirements of R.C. 4906.10(A)(4) are met.

33. ~~30.~~ Adequate data on the Angelina Solar Farm has been provided to determine that this facility will either comply with, or is not subject to, the requirements in the Ohio Revised Code regarding air and water pollution control, withdrawal of waters of the state, solid and hazardous waste, air navigation, and all regulations thereunder, as required by R.C. 4906.10(A)(5).

34. ~~31.~~ Adequate data on the Angelina Solar Farm has been provided to determine that it will serve the public interest, convenience and necessity, as required by R.C. 4906.10(A)(6).

35. ~~32.~~ Adequate data on the Angelina Solar Farm has been provided to determine what its impact will be on the viability as agriculture land of any land in the existing agricultural district established under R.C. Chapter 929 that is located within the site of the proposed facility, as required by R.C. 4906.10(A)(7).

36. ~~33.~~ Adequate data on the Angelina Solar Farm has been provided to determine that the facility as proposed incorporates maximum feasible water conservation practices, considering available technology and the nature and economics of the various alternatives as required by R.C. 4906.10(A)(8).

37. ~~34.~~ The record evidence in this matter provides sufficient factual data to enable the Board to make an informed decision.

B. Recommended Conclusions of Law

1. Angelina Solar I, LLC is a “person” under R.C. 4906.01(A).
2. The proposed Angelina Solar Farm is a major utility facility as defined in R.C. 4906.01(B)(1).
3. The record establishes the nature of the probable environmental impact from construction, operation and maintenance of the Angelina Solar Farm under R.C. 4906.10(A)(2).

4. The record establishes that the Angelina Solar Farm described in the Application, and subject to the conditions in this Stipulation represent the minimum adverse environmental impact, considering the state of available technology, and the nature and economics of the various alternatives, and other pertinent considerations under R.C. 4906.10(A)(3).

5. The record establishes that the Angelina Solar Farm is consistent with regional plans for expansion of the electric power grid of the electric systems serving the State of Ohio and interconnected utility systems, and will serve the interests of electric system economy and reliability as required by R.C. 4906.10(A)(4).

6. The record establishes, as required by R.C. 4906.10(A)(5) that to the extent that it is applicable, construction of the proposed Angelina Solar Farm will comply with the requirements in the Ohio Revised Code regarding air and water pollution control, withdrawal of waters of the state, solid and hazardous waste, air navigation, and all rules and standards adopted under the relevant Chapters of the Ohio Revised Code.

7. The record establishes that the Angelina Solar Farm described in the Application, and subject to the conditions in this Stipulation, will serve the public interest, convenience and necessity under R.C. 4906.10(A)(6).

8. The impact of the Angelina Solar Farm on the viability as agricultural land of any land in an existing agricultural district has been determined under R.C. 4906.10(A)(7).

9. The record establishes that the Angelina Solar Farm would incorporate maximum feasibility water conservation practices under R.C. 4906.10(A)(8).

10. Based on the record, the Parties recommend that the Board issue a Certificate of Environmental Compatibility and Public Need for construction, operation and maintenance of the Angelina Solar Farm.

The undersigned hereby stipulate, agree and represent that they are authorized to enter into this Amended and Restated Joint Stipulation and Recommendation on this ~~14~~²⁹th day of ~~June~~^{July}, ~~2019~~²⁰²⁰. Furthermore, the Parties expressly agree that this Amended and Restated Joint Stipulation and Recommendation may be amended and/or supplemented in a writing executed by the Parties.

Respectfully submitted,

/s/ Jodi Bair— per authorization ~~MJS~~(ms)

Jodi Bair (0062921)
Assistant Attorney General
Public Utilities Section
30 E. Broad Street, 16th Floor
Columbus, OH 43215-3793
(614) 644-8599

jodi.bair@ohioattorneygeneral.gov
jodi.bair@ohioattorneygeneral.gov

Attorneys for Ohio Power Siting Board Staff

/s/ Amy ~~M~~. Milam —per authorization ~~MJS~~(ms)

Chad A. Endsley (0080648)
Chief Legal Counsel
Leah F. Curtis (0086257)
Amy M. Milam (0082375)
Ohio Farm Bureau Federation
280 North High Street
P.O. Box 182383
Columbus, OH 43218-2383
(614) 246-8258

cendsley@ofbf.org
lcurtis@ofbf.org
cendsley@ofbf.org
lcurtis@ofbf.org
amilam@ofbf.org

Attorneys for Ohio Farm Bureau Federation

/s/ Kathryn West per authorization (ms)
[Kathryn M. West \(0073813\)](#)
[Assistant Prosecuting Attorney](#)

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record
~~MacDonald W. Taylor (0086959)~~
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
(614) 464-5462

mjsettineri@vorys.com
[~~mwtaylor@vorys.com~~](mailto:mwtaylor@vorys.com)
mjsettineri@vorys.com

Attorneys for Angelina Solar I, LLC

/s/ Dylan ~~F~~. Borchers —per authorization ~~MJS~~(ms)

Dylan F. Borchers (90690)
BRICKER & ECKLER LLP
100 South Third Street
Columbus, OH 43215-4291
Telephone: (614) 227-2300
Facsimile: (614) 227-2390
E-Mail

dborchers@bricker.comdborchers@bricker.com

Attorneys for Preble County Commissioners

/s/ ~~Kathryn M.~~ Kathryn West —per authorization ~~MJS~~(ms)

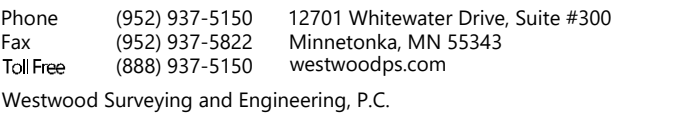
Kathryn M. West (0073813)
Assistant Prosecuting Attorney
Preble County Prosecutor's Office
101 E. Main Street
Eaton, OH 45320

Preble County Prosecutor's Office
101 E. Main Street
Eaton, OH 45320
(937) 456-8156

Attorney for the Preble County Engineer, the
Preble Soil & Water Conservation District,
and the Preble County Planning Commission

(937) 456-8156

Attorney for the ~~Preble County Engineer, the Preble~~
~~Soil & Water Conservation District, the~~ Board of
Trustees of ~~Israel~~Dixon Township, ~~the Board of~~
~~Trustees of Dixon Township, and the Preble County~~
~~Planning Commission~~

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REGIONAL MAPSheet List Table

DATA SET INFORMATION

Angelina Solar I

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Cover

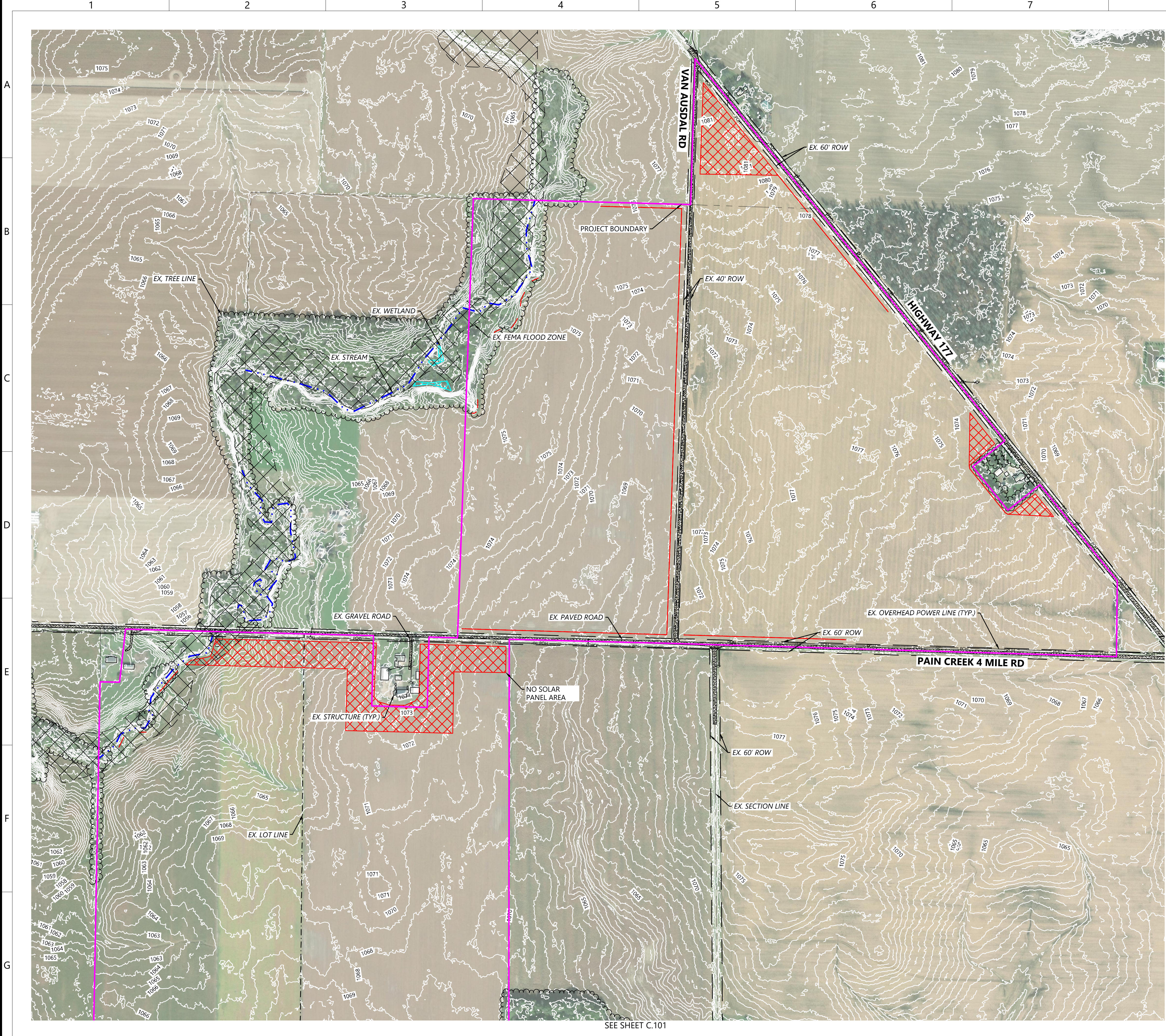
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SEE SHEET C.101

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- EX. EASEMENT LINES
- EX. SECTION LINE
- EX. TREELINE
- EX. FENCE
- EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- EX. OVERHEAD POWER
- EX. FENCE
- EX. GRAVEL ROAD
- EX. PAVED ROAD
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- EX. CULVERT
- EX. FEMA FLOOD ZONE
- NO SOLAR PANEL AREA

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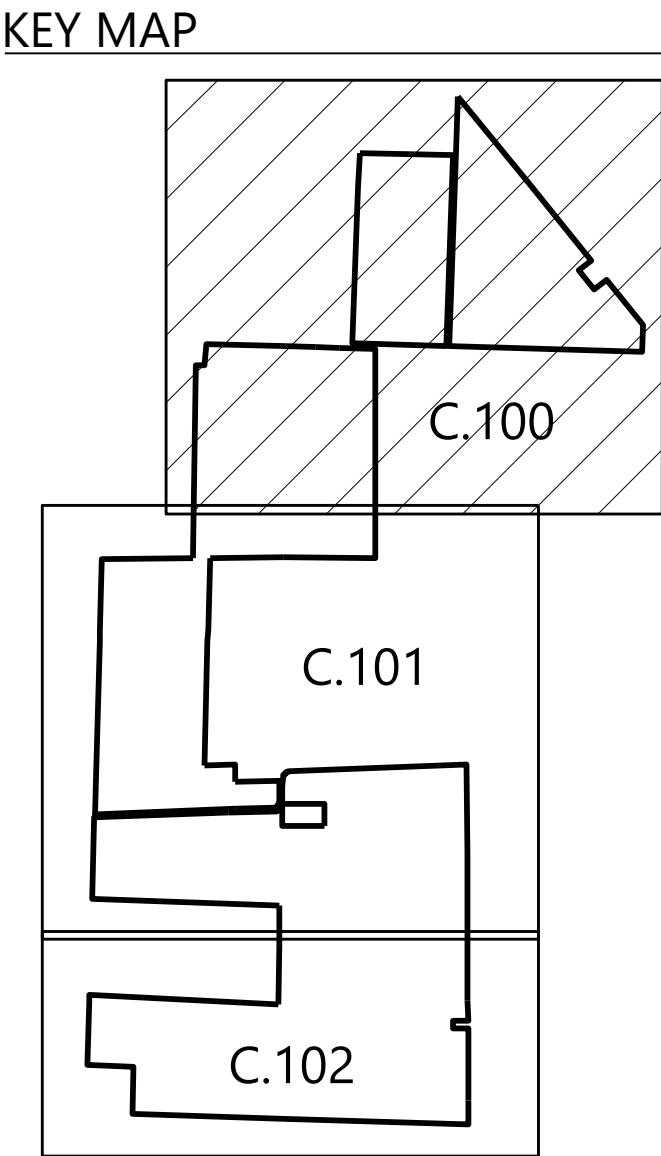
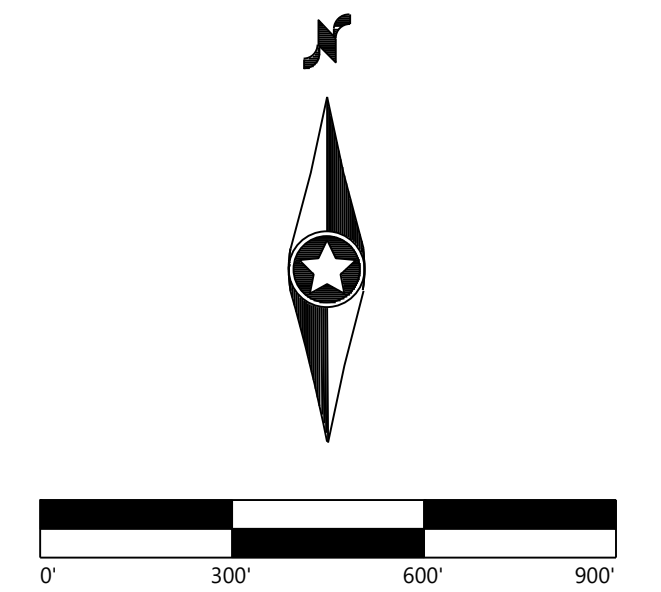
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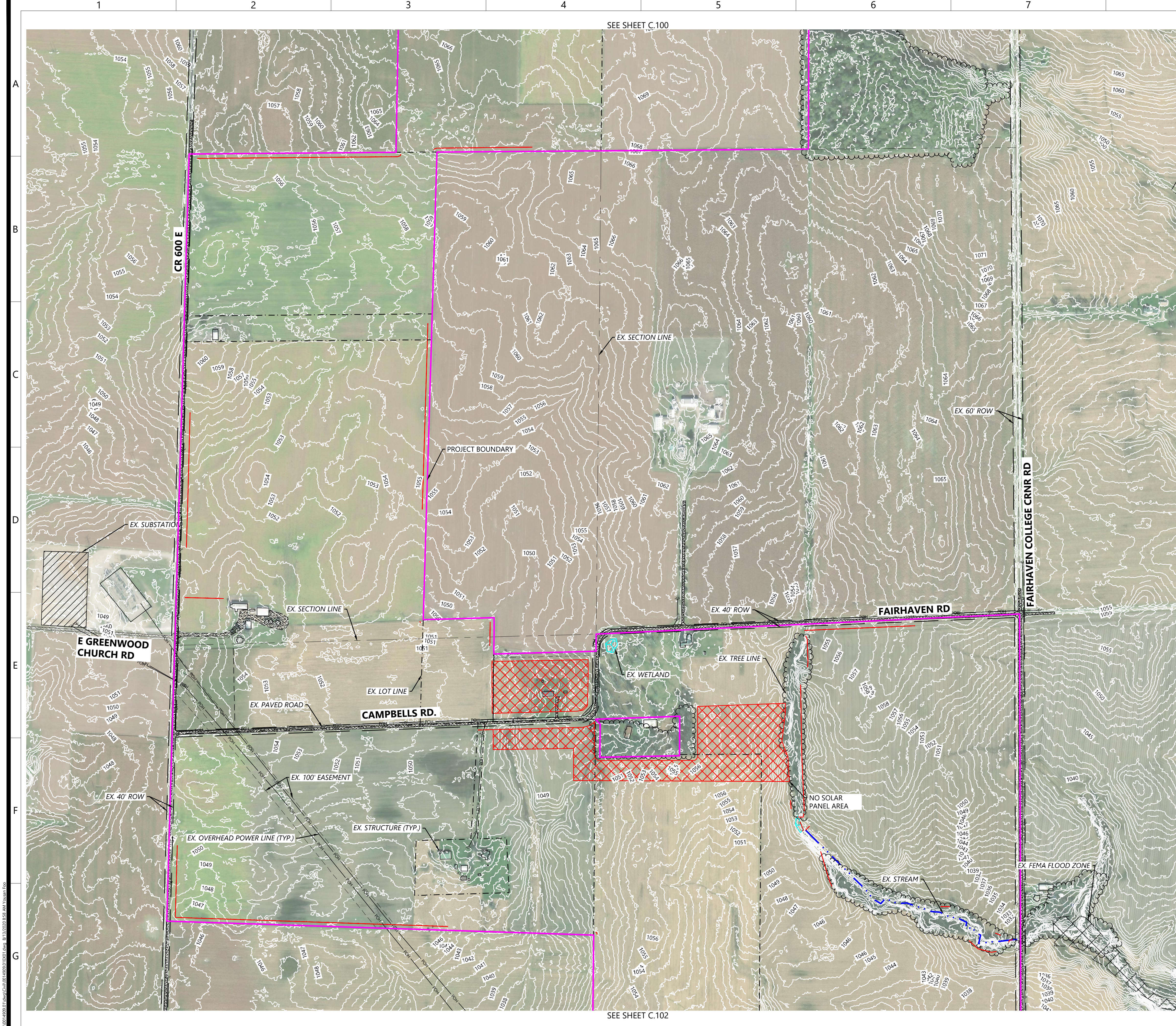
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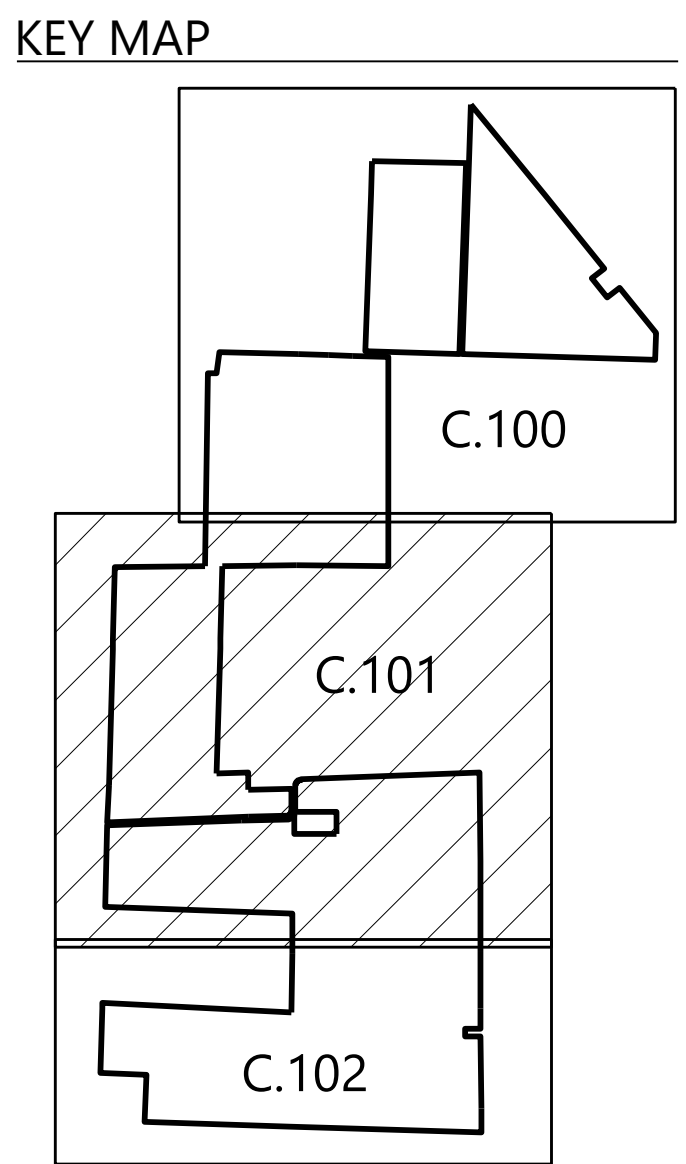
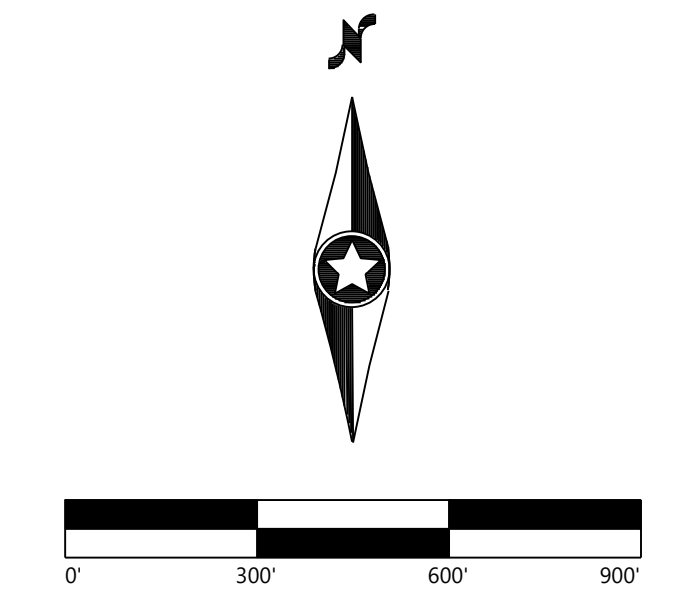
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Existing Conditions - 2

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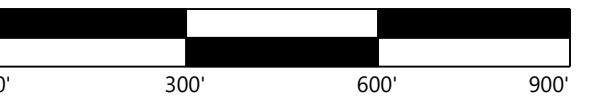
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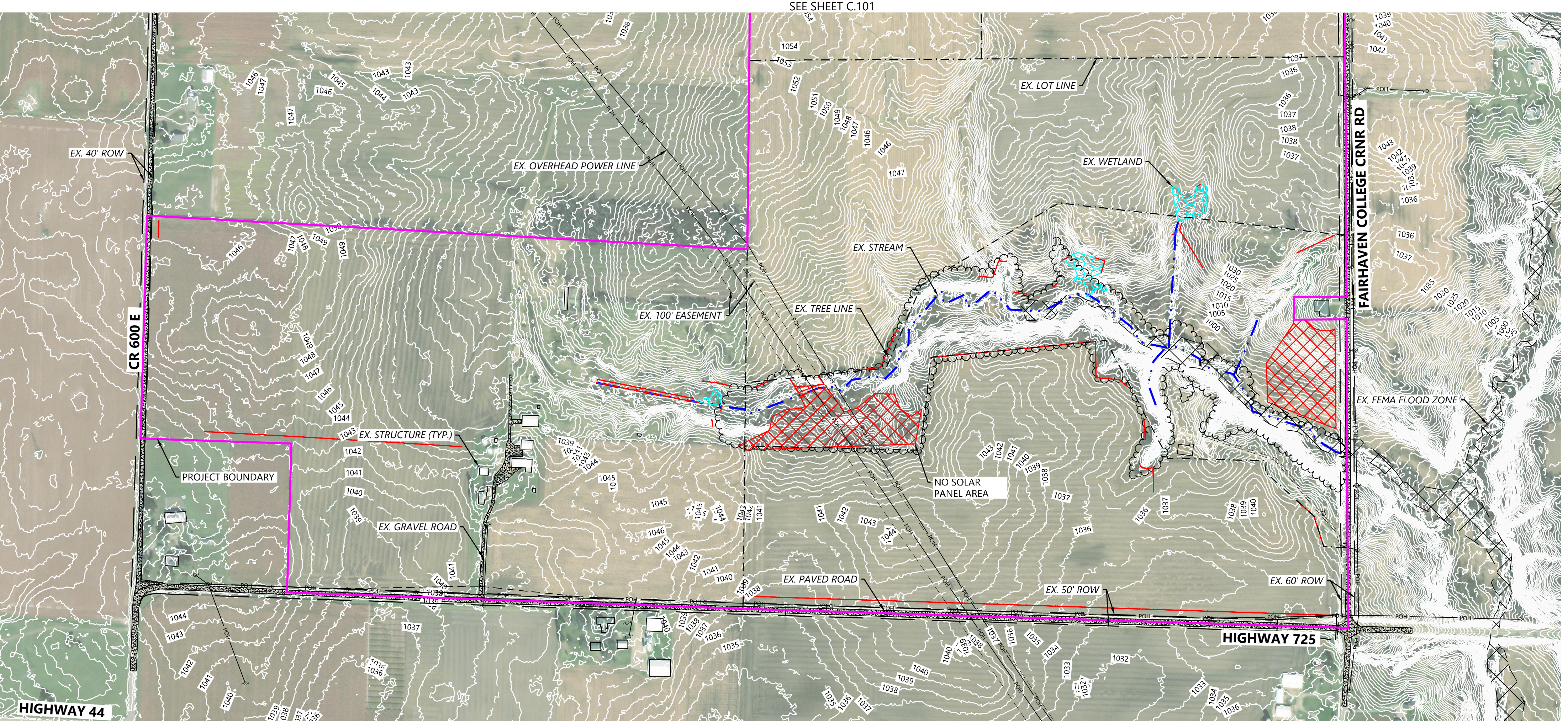
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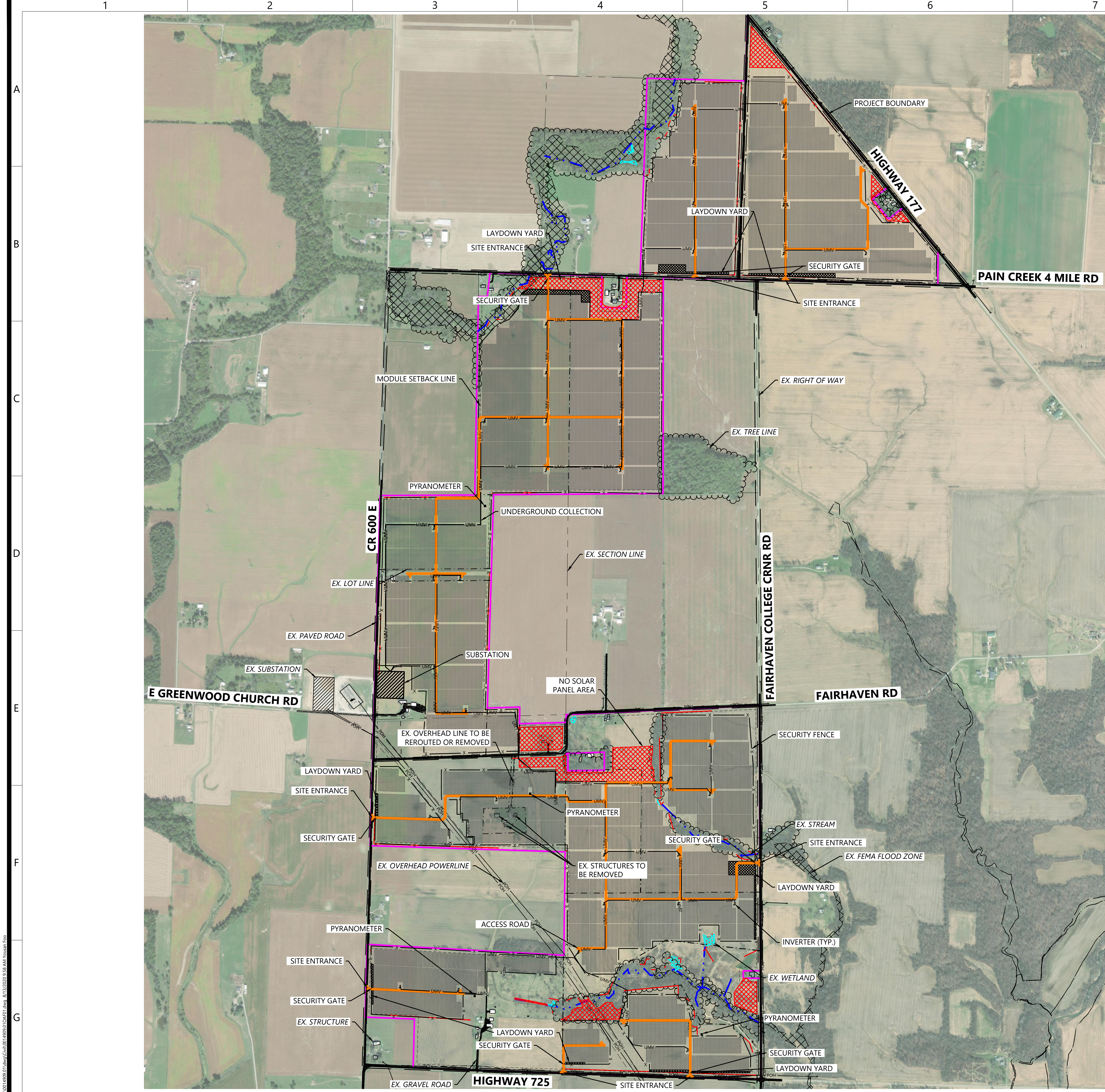
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	EX. STREAM
	EX. WETLAND
	EX. CULVERT
	EX. FEMA FLOOD ZONE
	NO SOLAR PANEL AREA





- LEGEND:
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 - EX. STREAM
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 - OVERHEAD POWERLINE
 - LAYDOWN YARD
 - SUBSTATION
 - PYRANOMETER
 - NO SOLAR PANELS AREA

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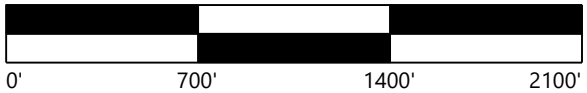
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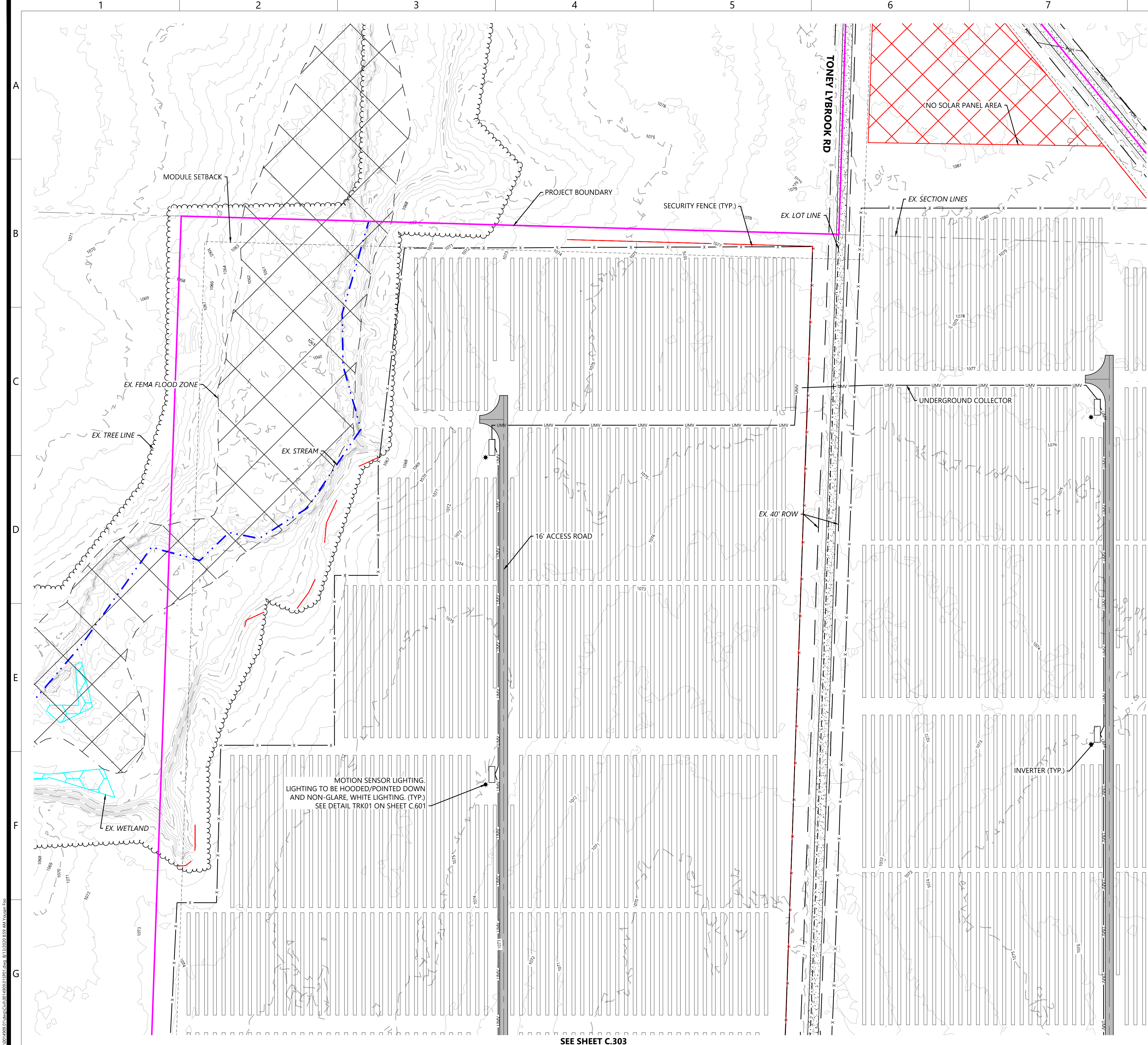
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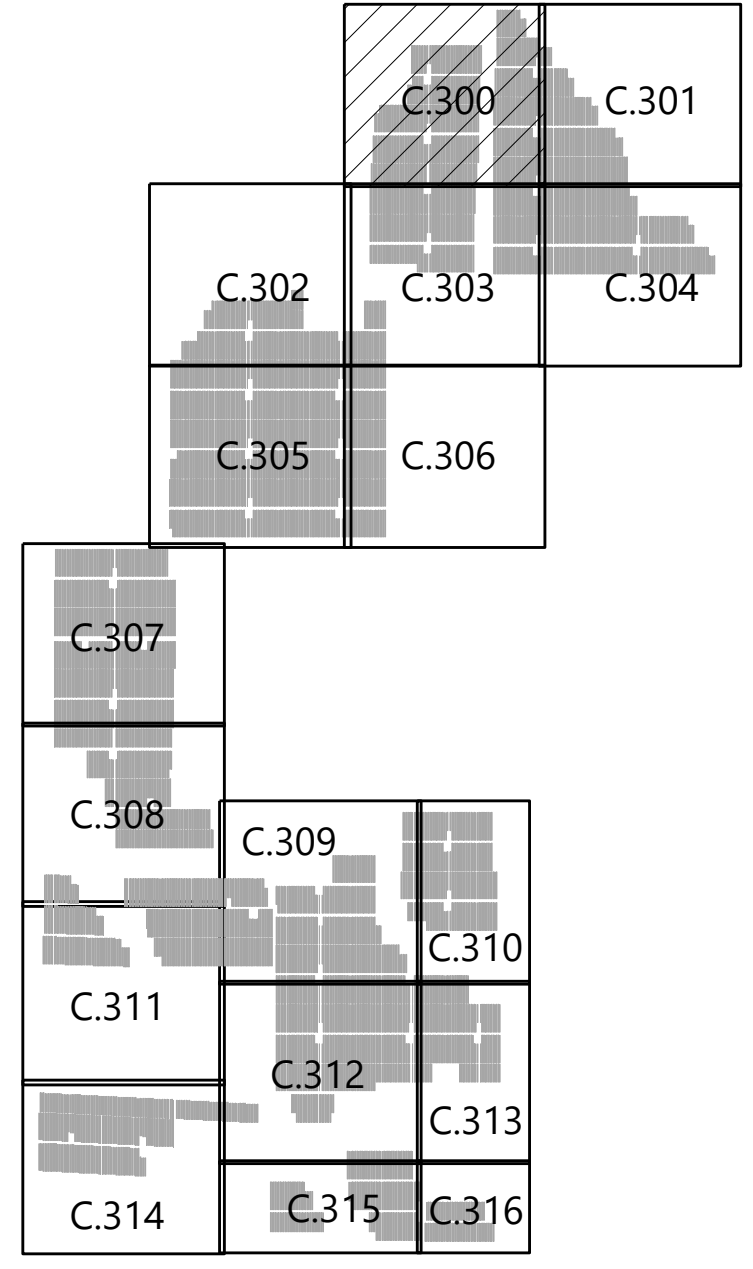


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- SUBSTATION
- PYRANOMETER
- ROCK CONSTRUCTION ENTRANCE
- LIGHTING
- NO SOLAR PANEL AREA

NOTES:
 1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LIGHTING DETAIL.

KEY MAP

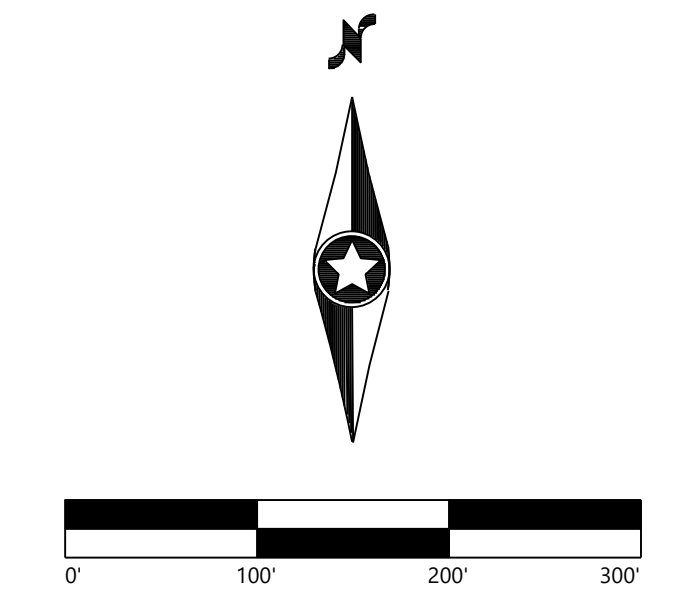


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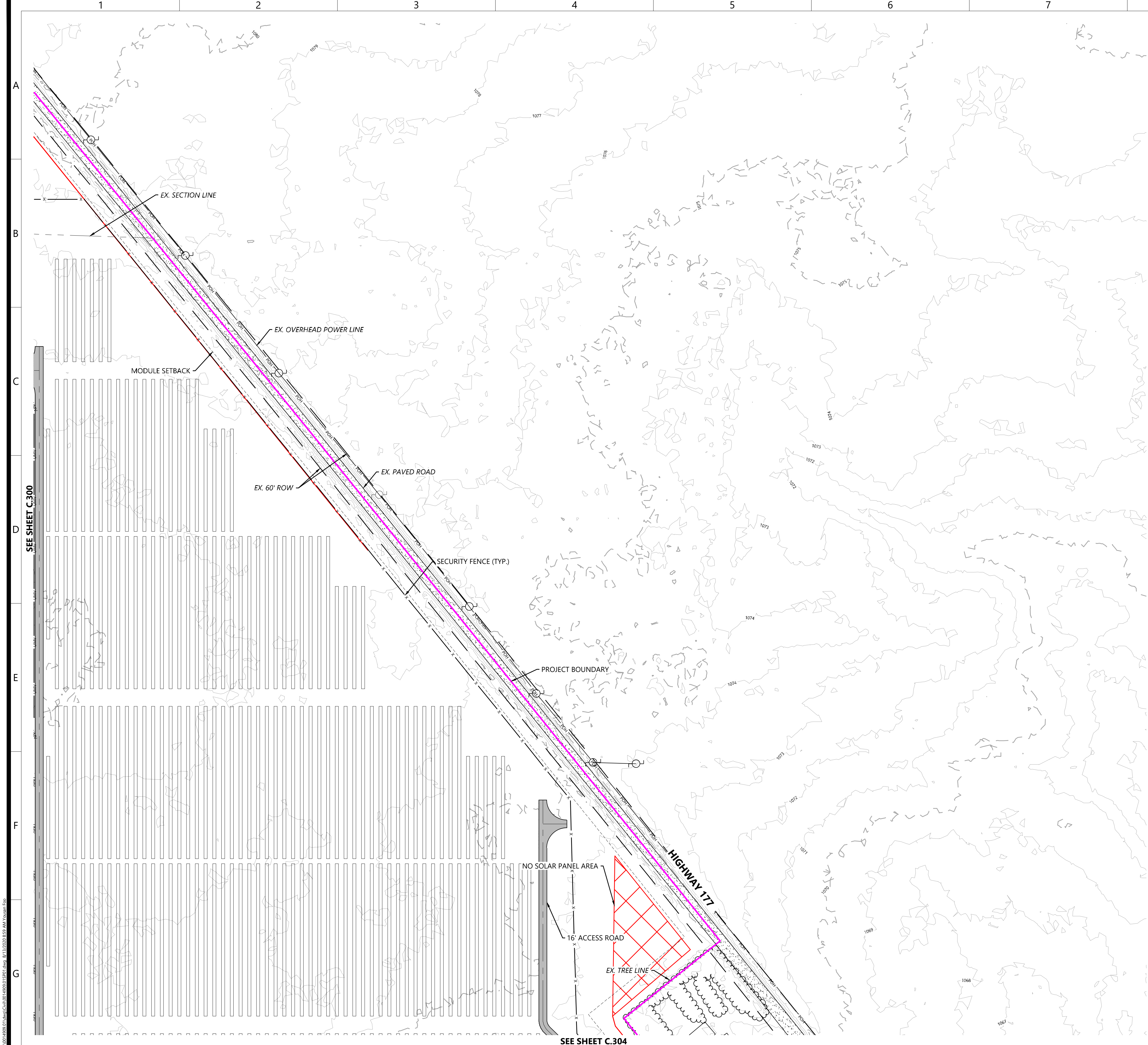
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LEGEND:

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NOTES:
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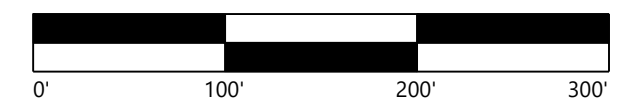
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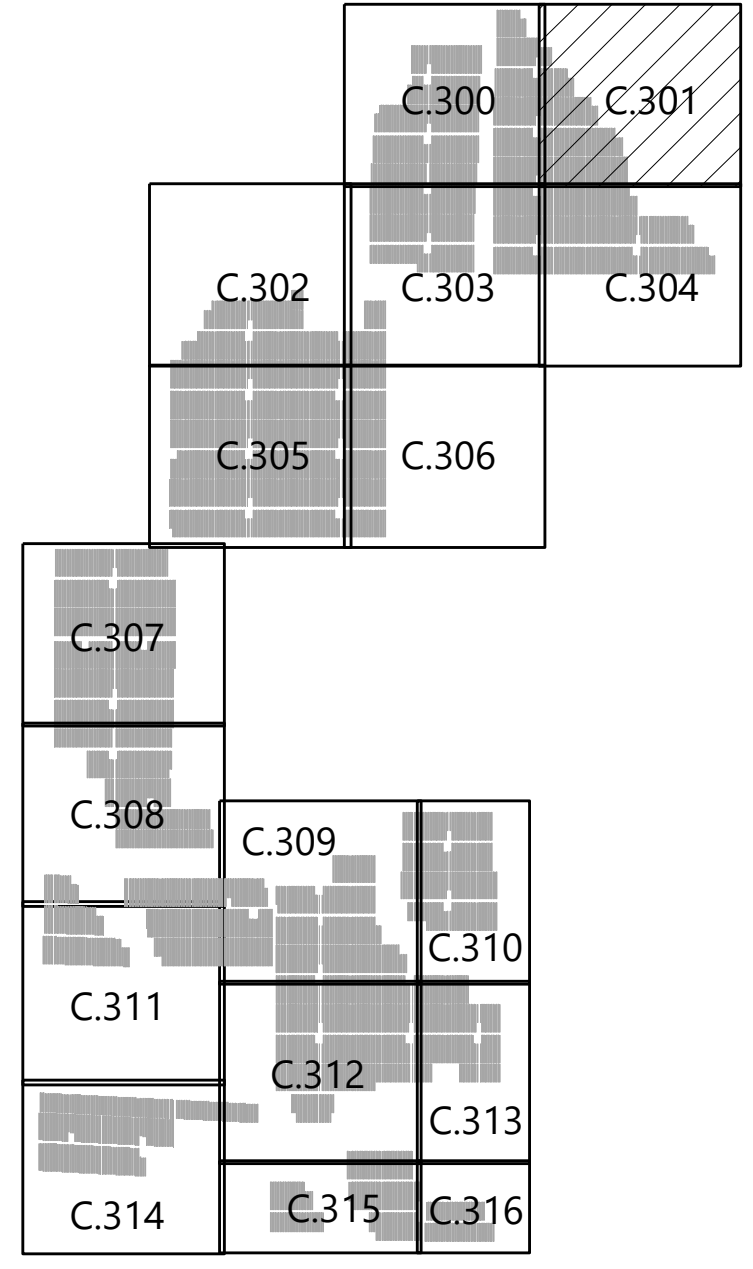
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KEY MAP



Angelina Solar I

Preble County, OH

Civil Site Plan - 2

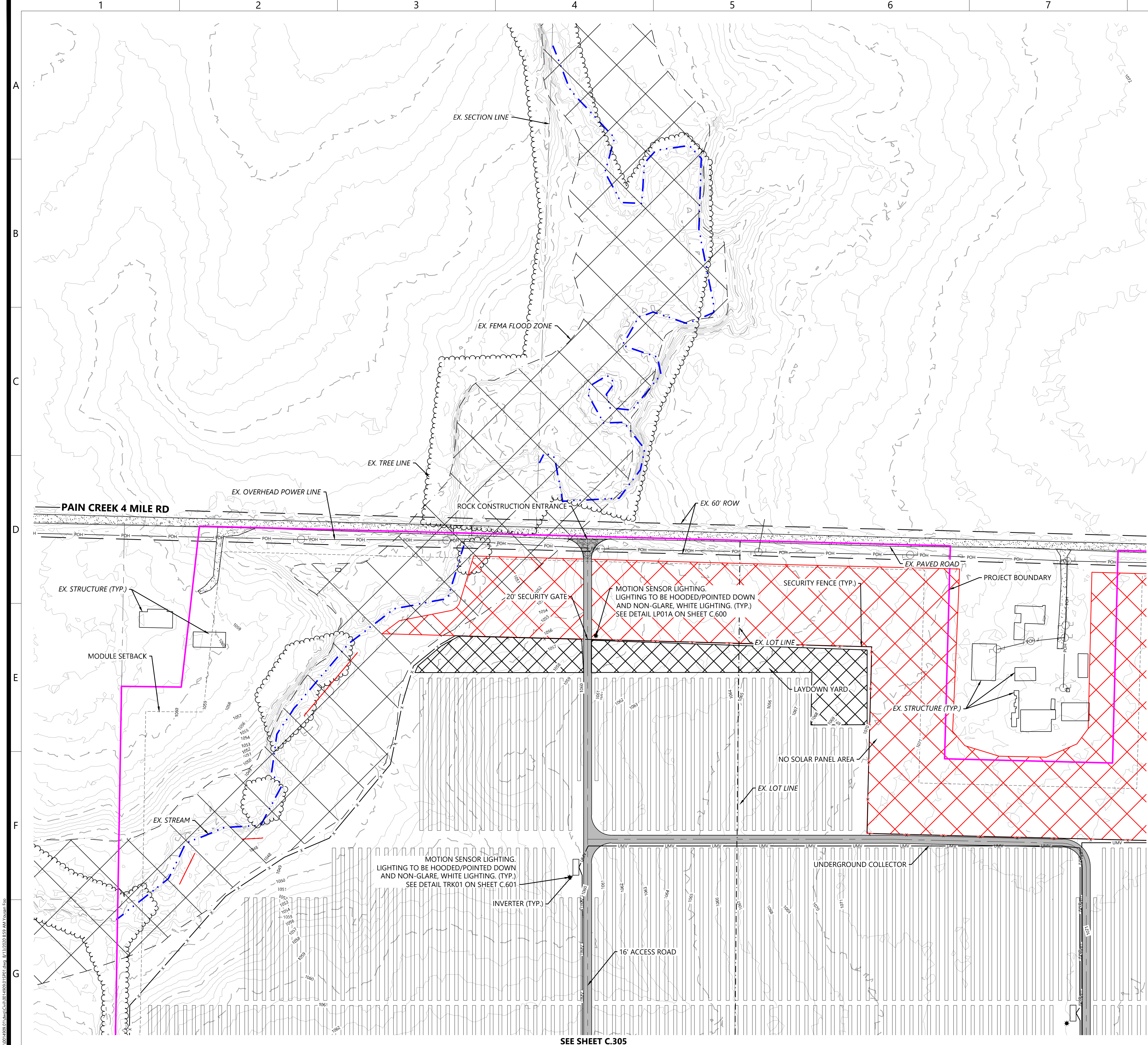
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- LIGHTING
- NO SOLAR PANEL AREA

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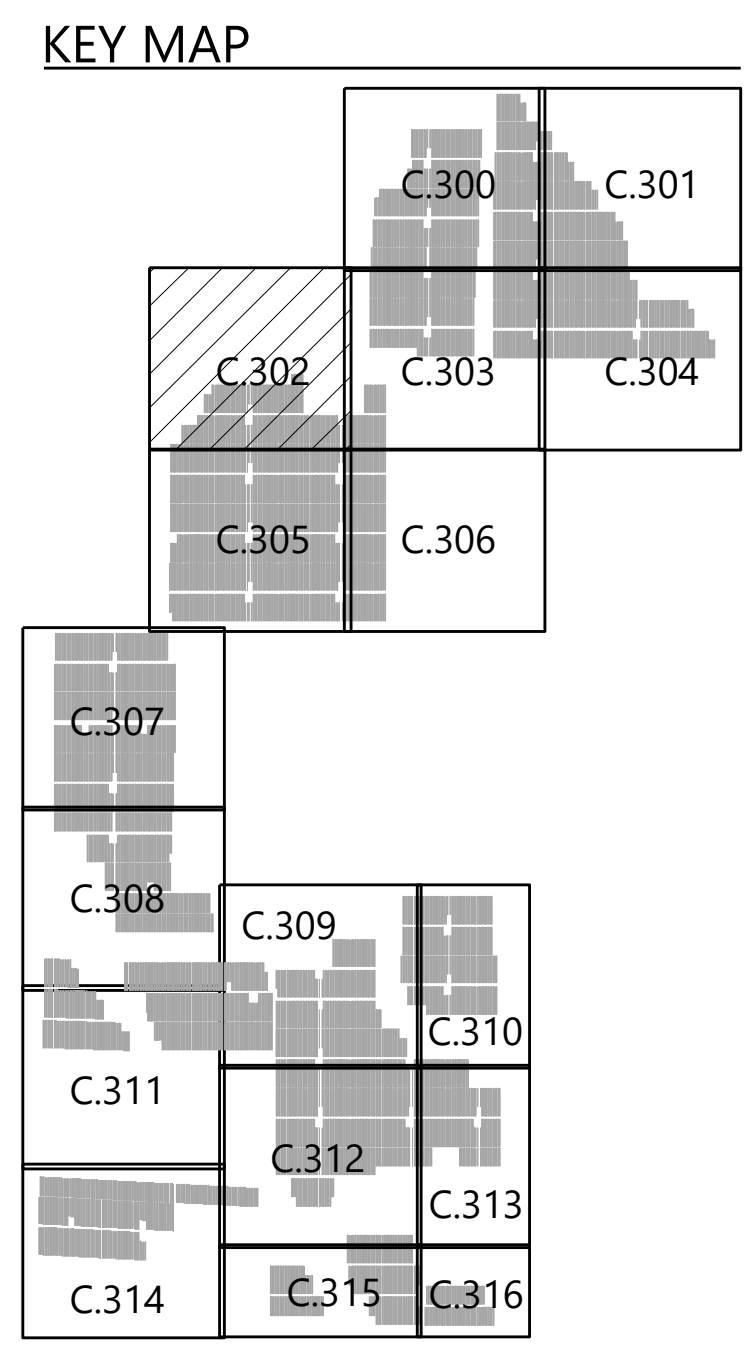
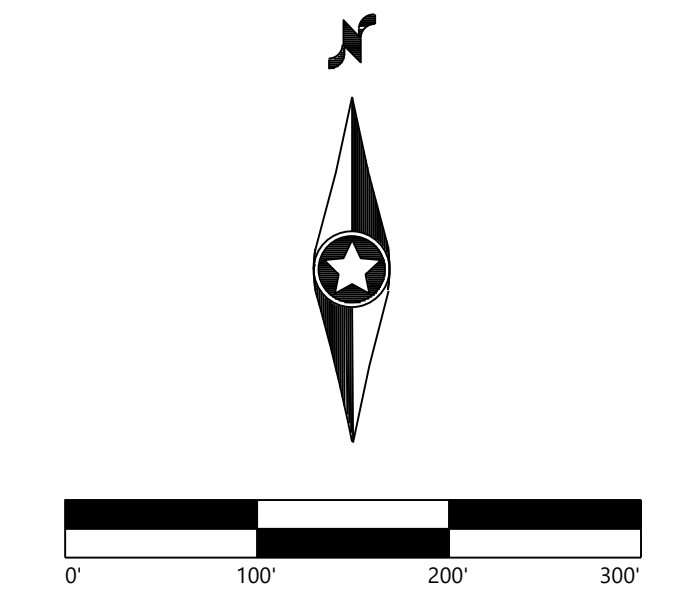
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Angelina Solar I
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Civil Site Plan - 3

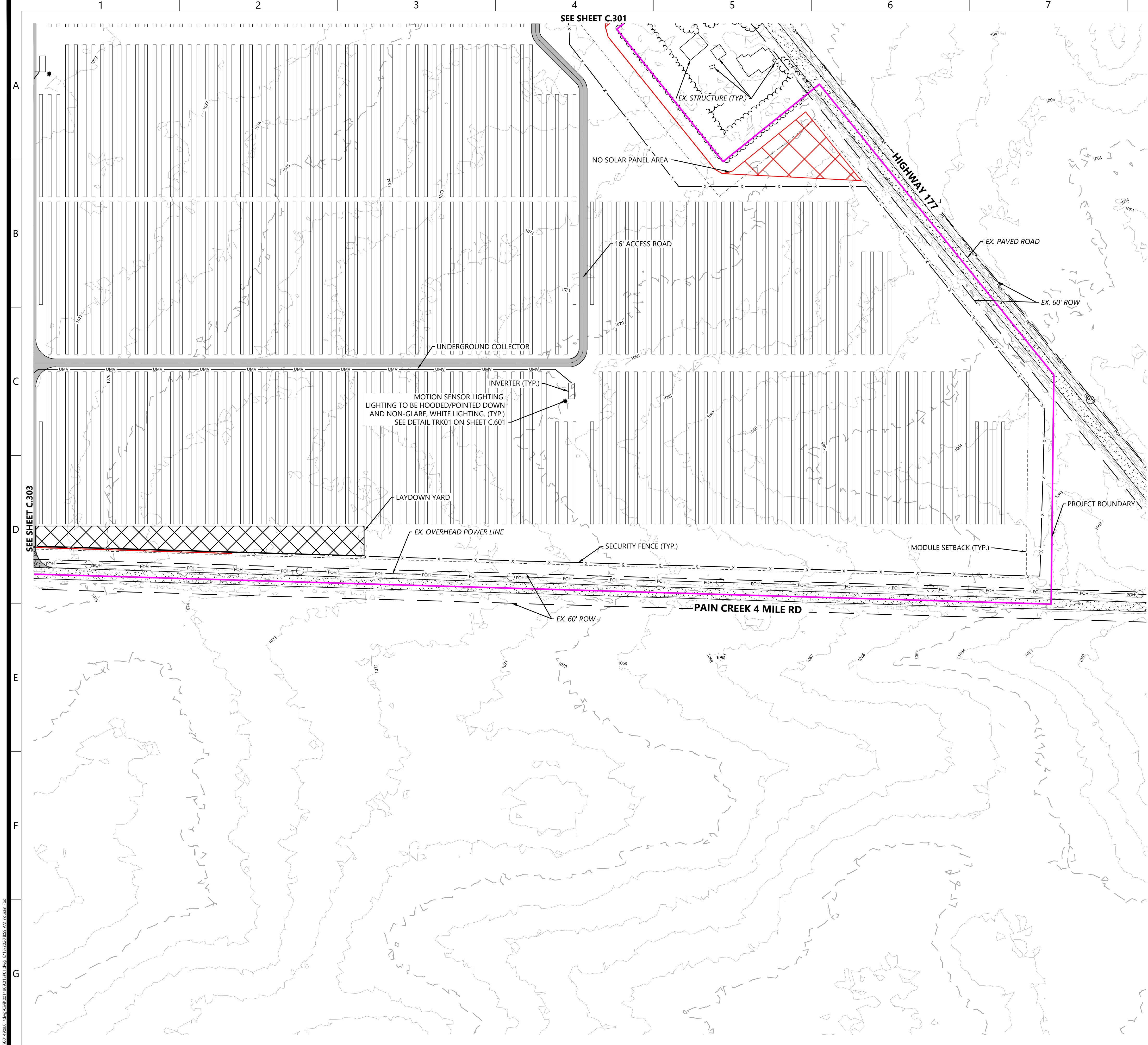
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LEGEND:

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NOTES:
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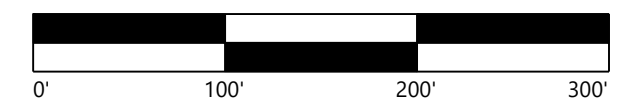
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Austin, TX 78702

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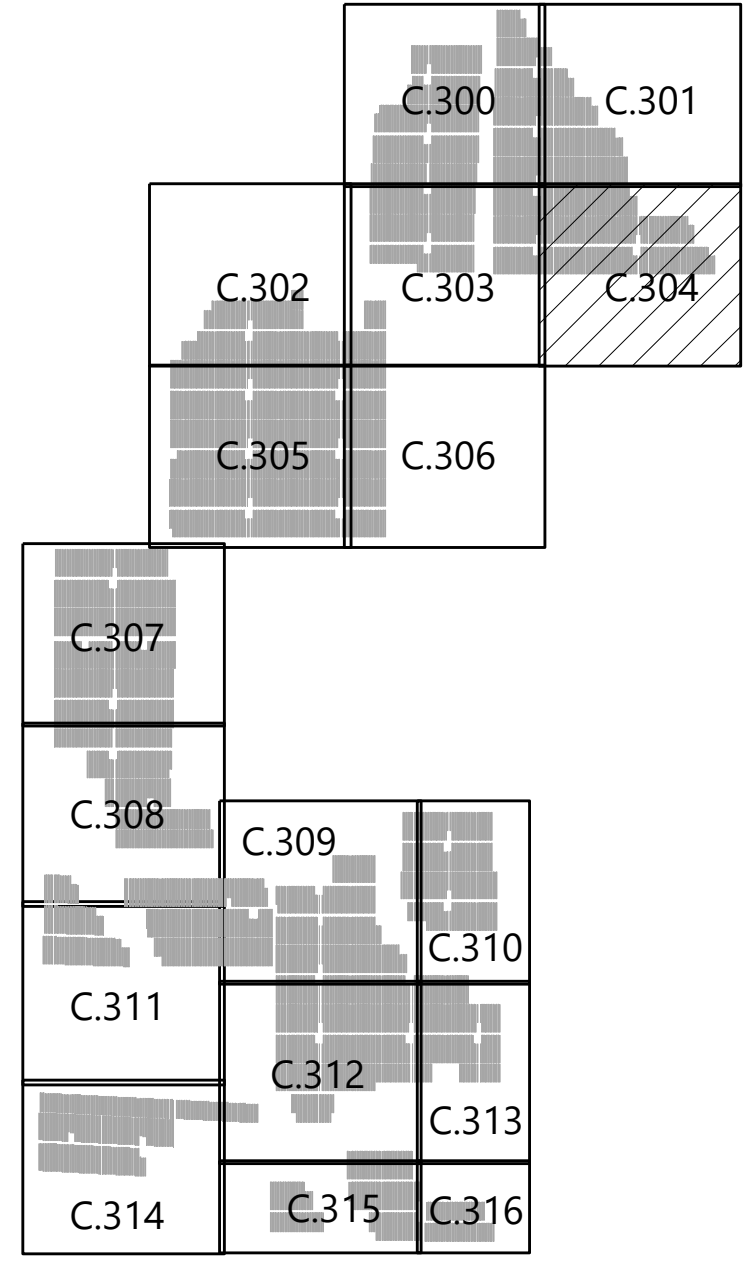
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NOTES:

1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LIGHTING DETAIL.



KEY MAP



Angelina Solar I

Preble County, OH

Civil Site Plan - 5

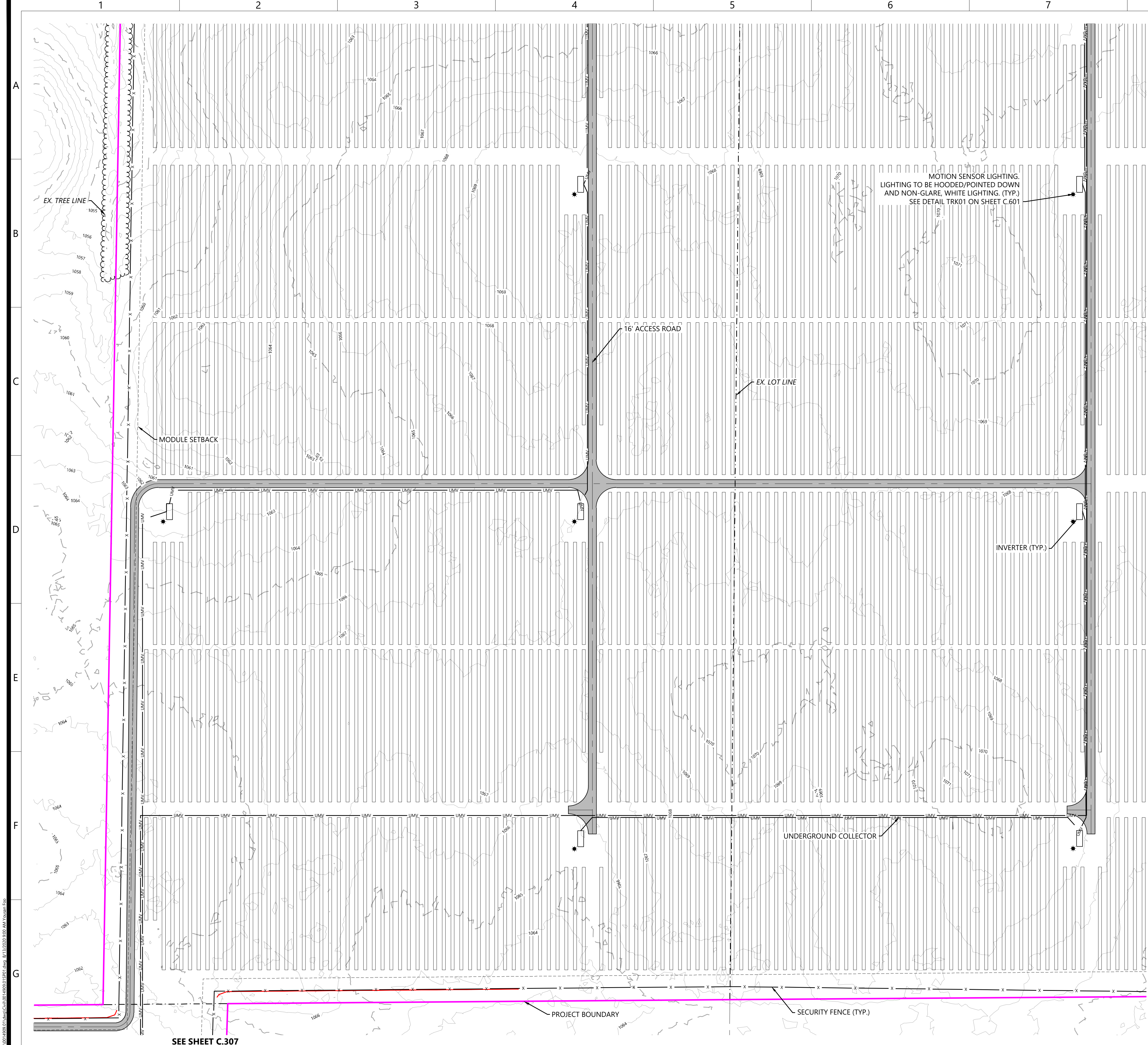
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LEGEND:

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NOTES:
1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LIGHTING DETAIL.

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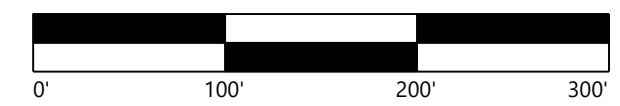
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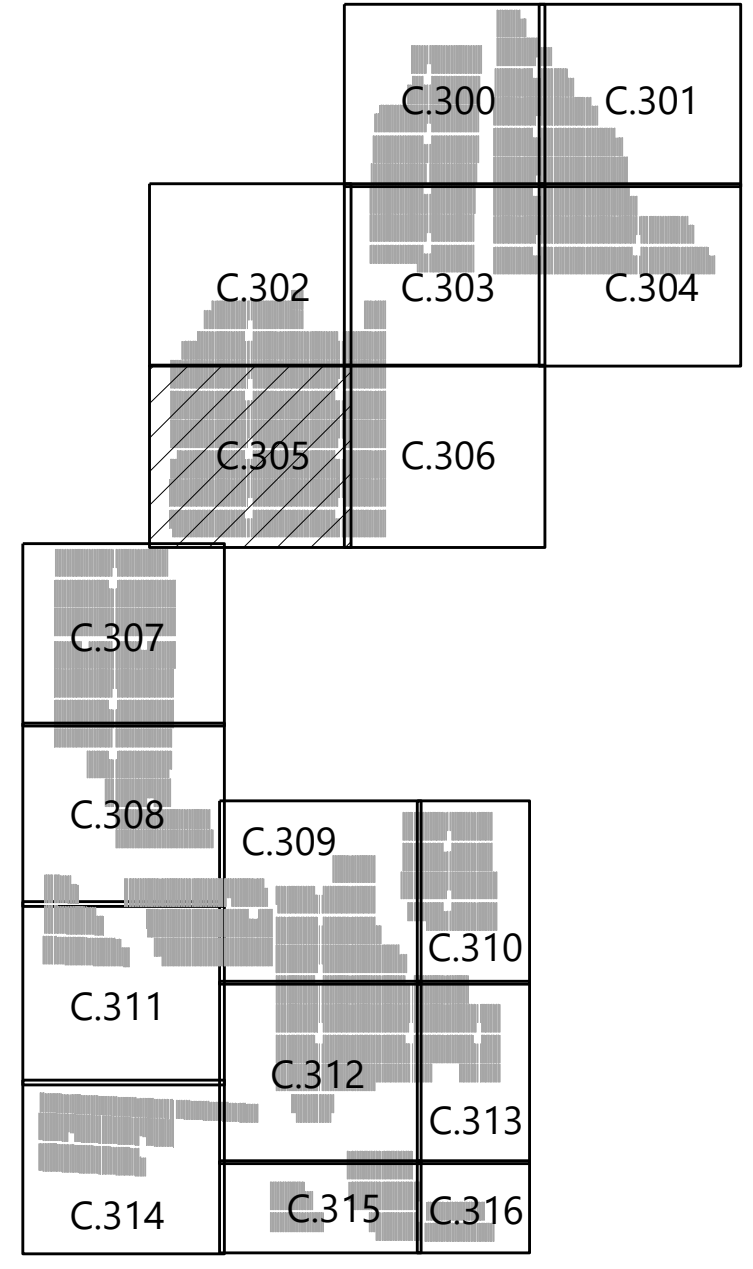
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KEY MAP



Angelina Solar I

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Civil Site Plan - 6

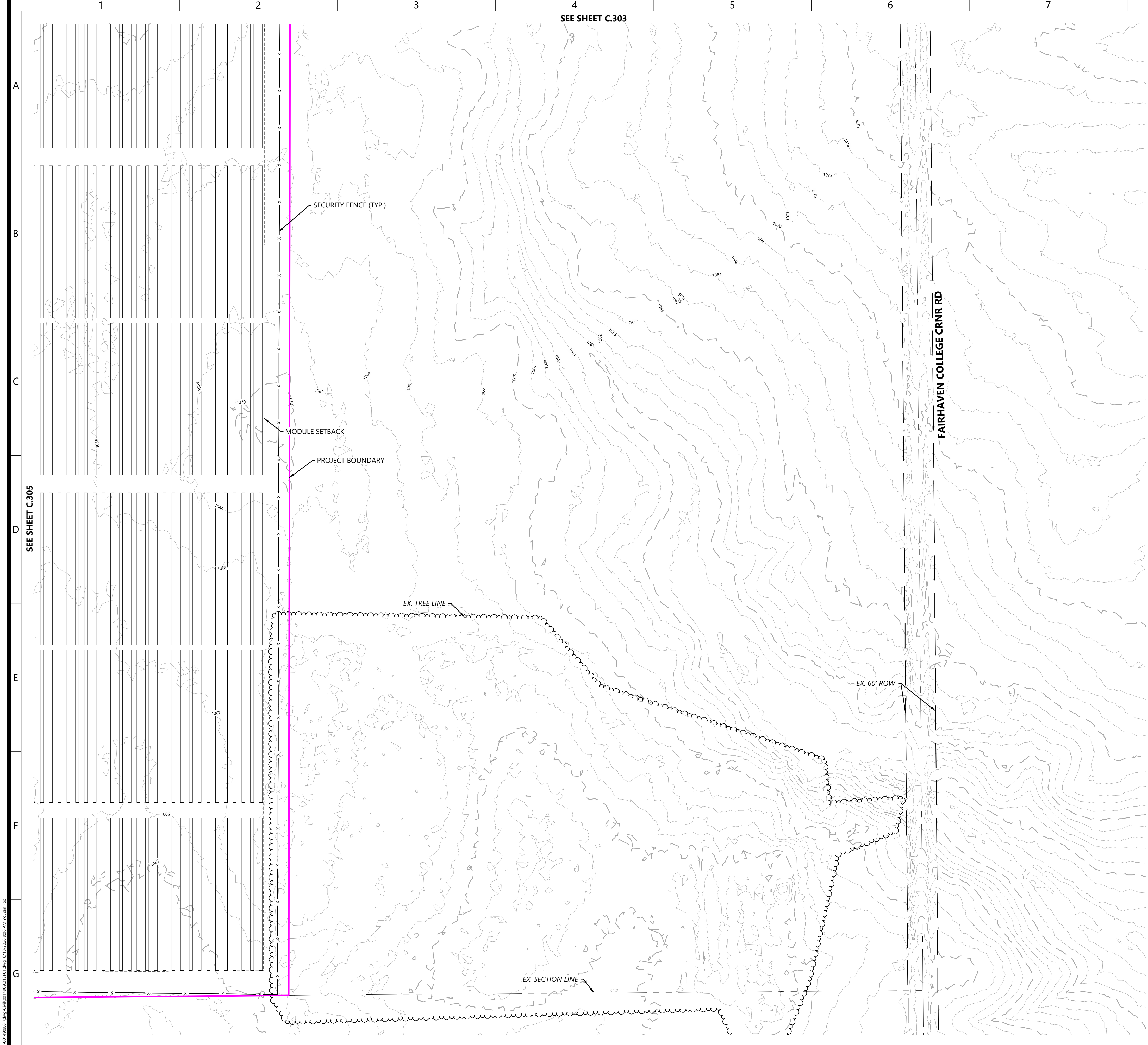
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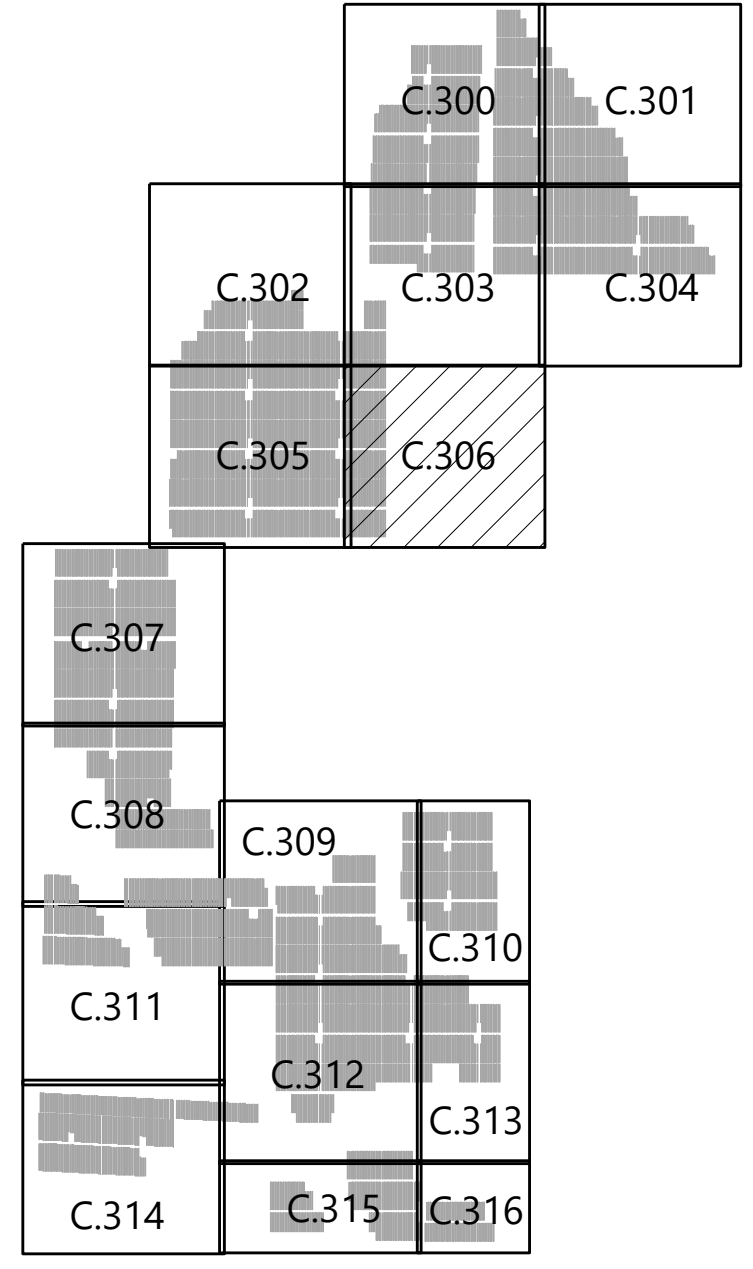


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NOTES:
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KEY MAP



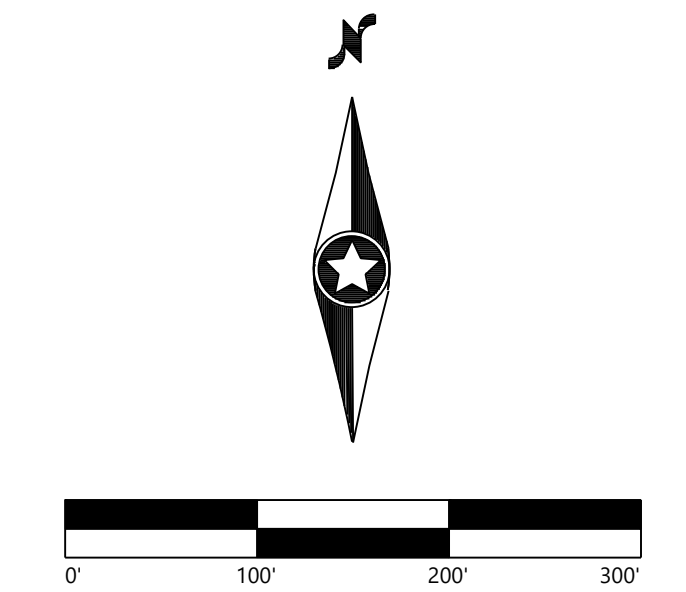
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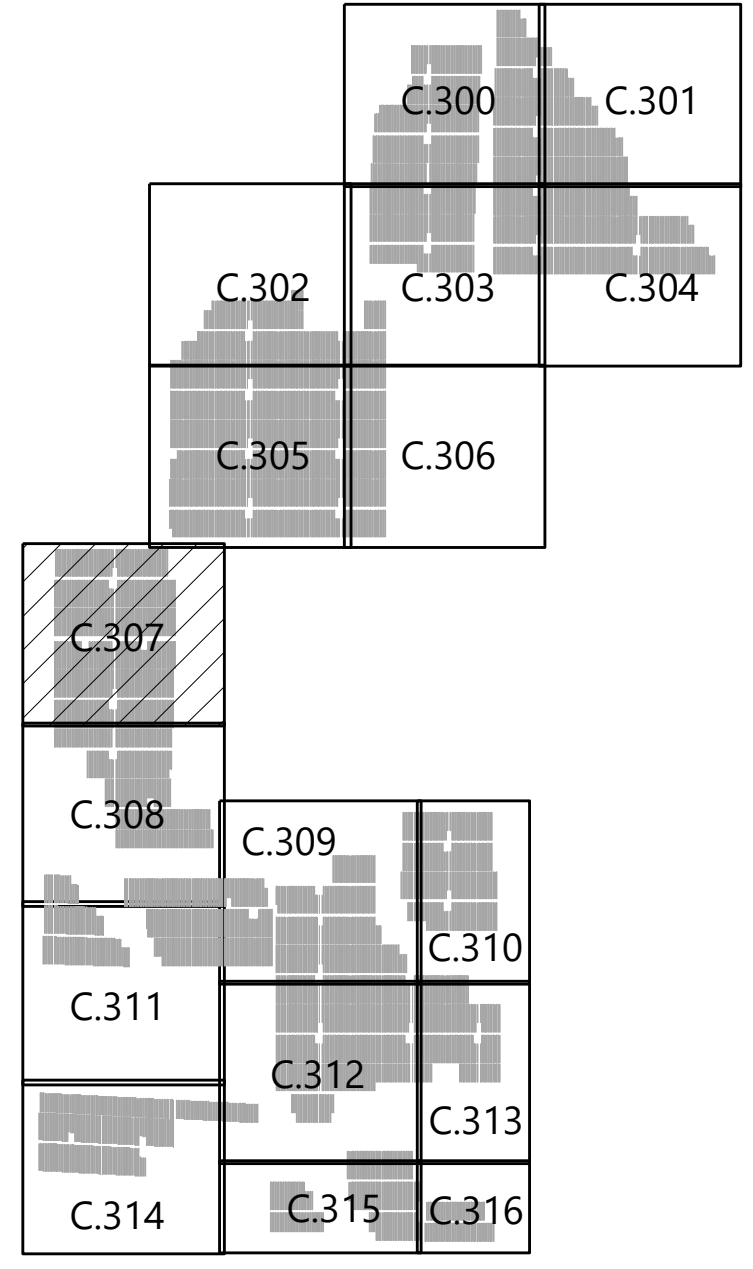


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- LAYDOWN YARD
- SUBSTATION
- PYRANOMETER
- ROCK CONSTRUCTION ENTRANCE
- LIGHTING
- NO SOLAR PANEL AREA

NOTES:
1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LIGHTING DETAIL.

KEY MAP



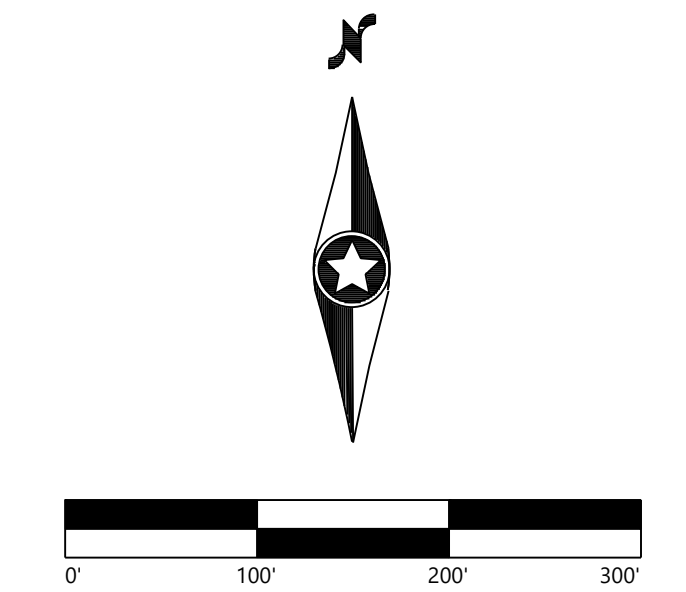
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Angelina Solar I

Preble County, OH

Civil Site Plan - 8

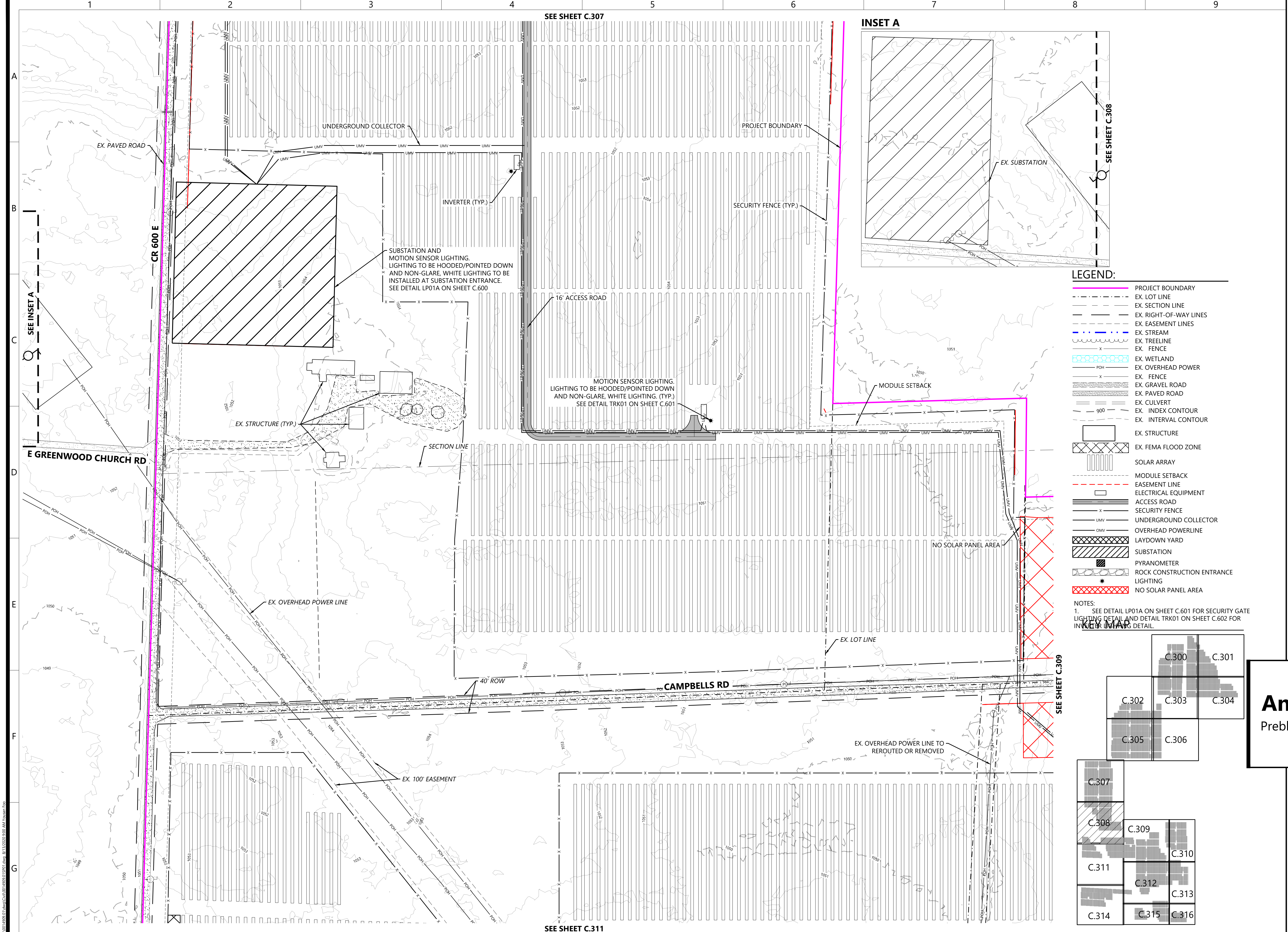
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DATE: 08/13/2020

SHEET: C.307

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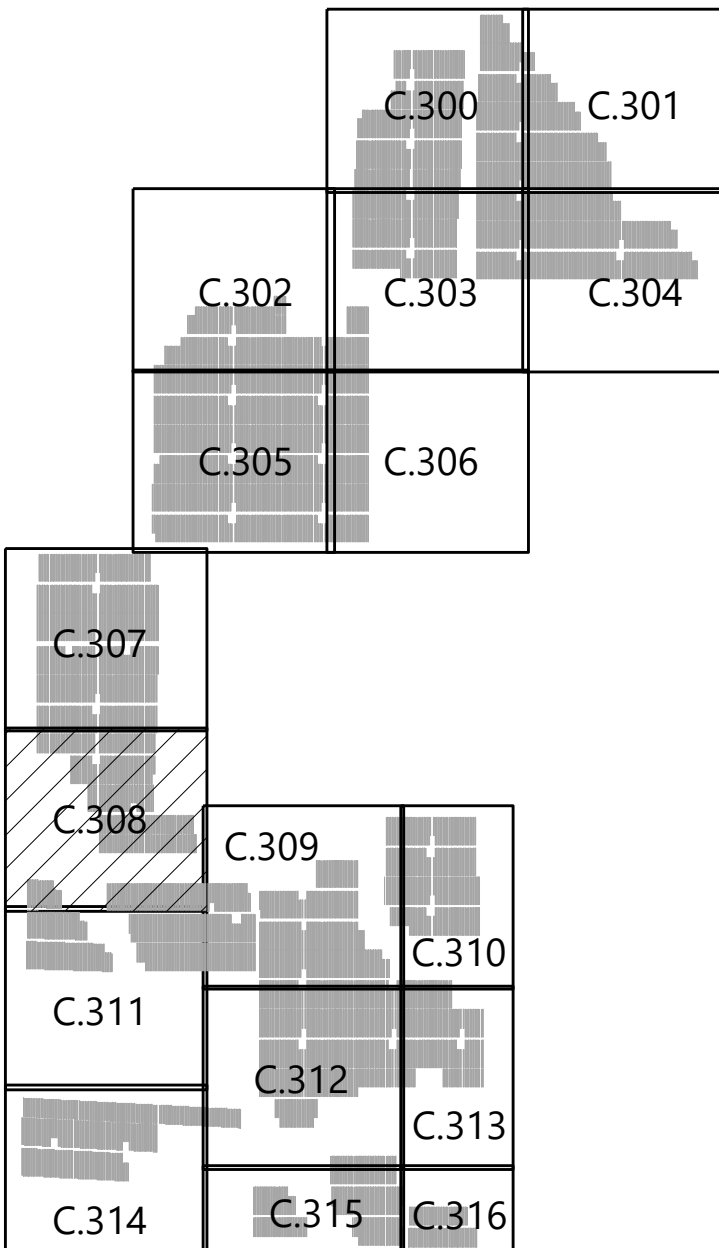
REVISIONS:

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NOTES:
1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LAYOUT DETAIL.

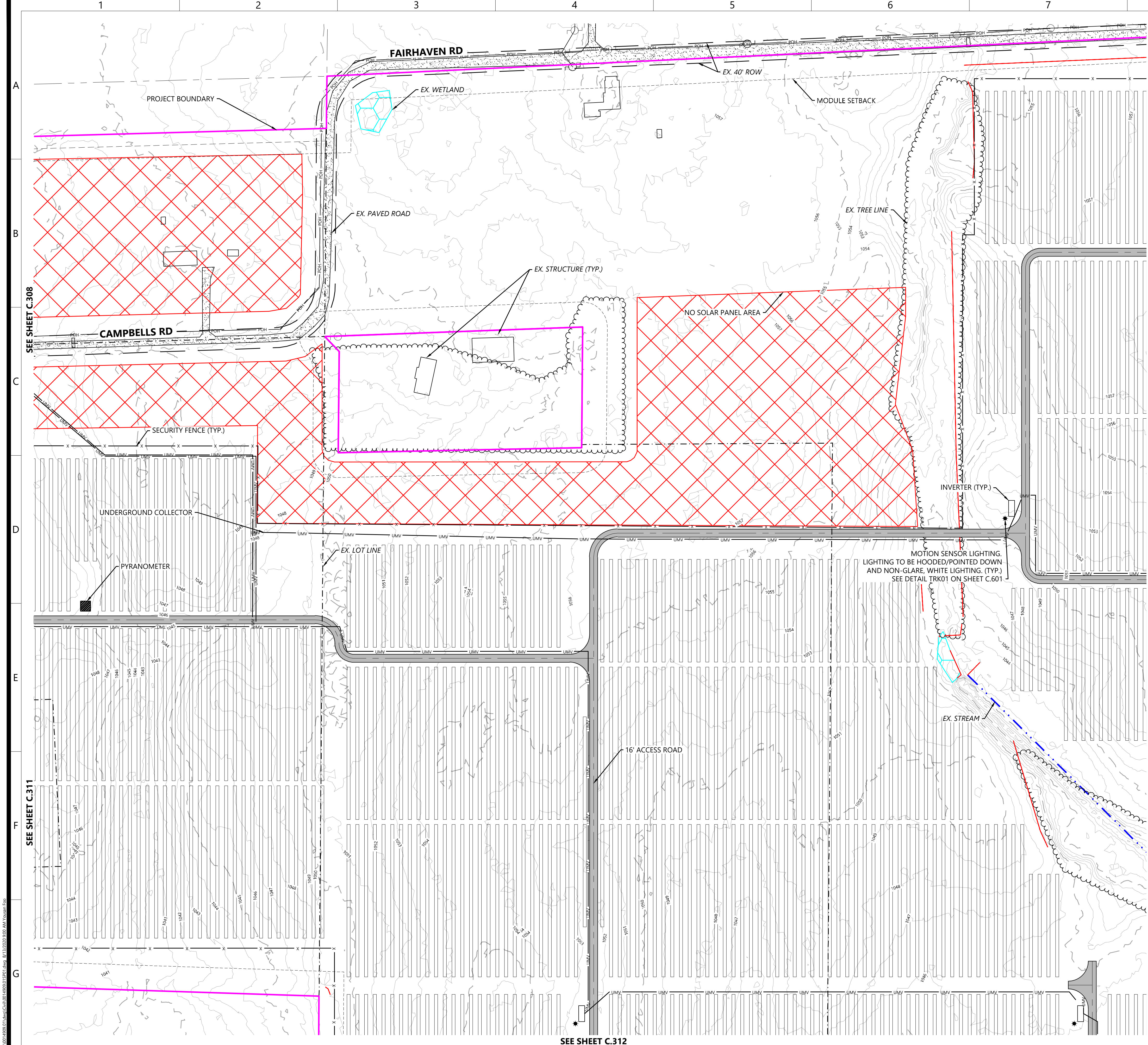


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Civil Site Plan - 9

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SHEET: C.308

Attachment DH2

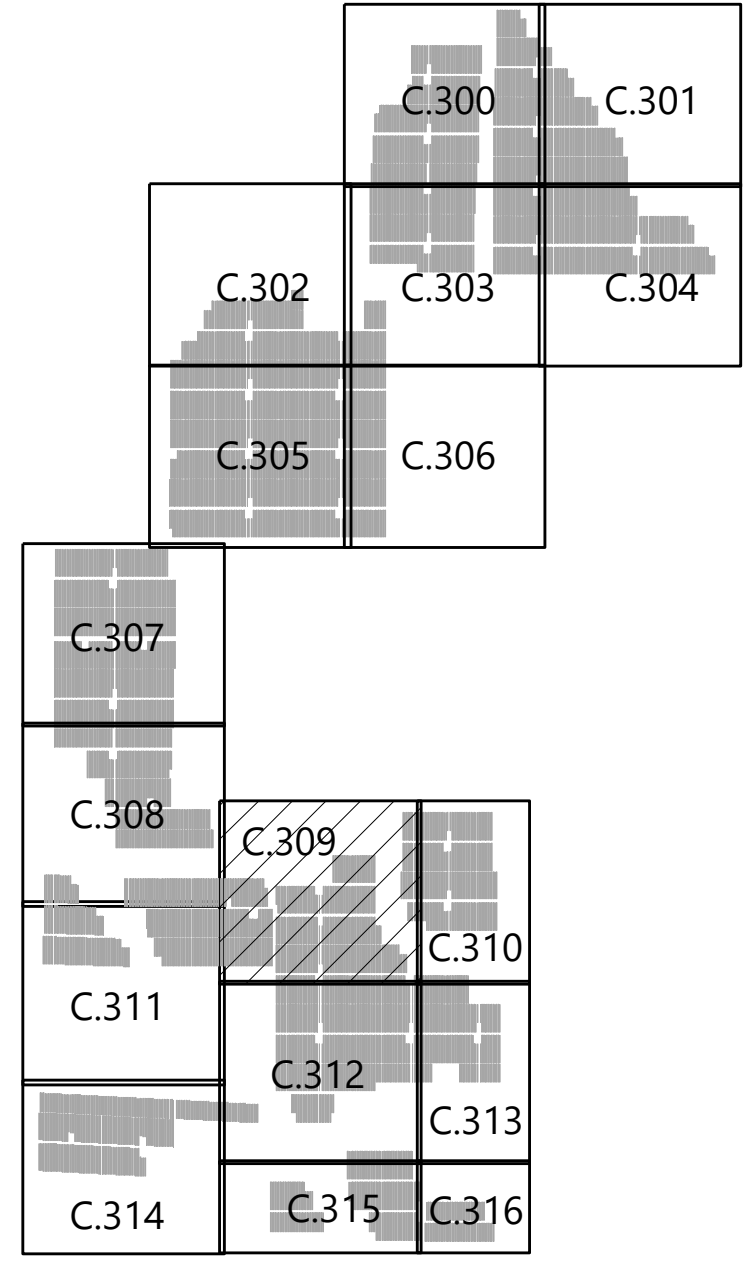


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NOTES:
1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LIGHTING DETAIL.

KEY MAP



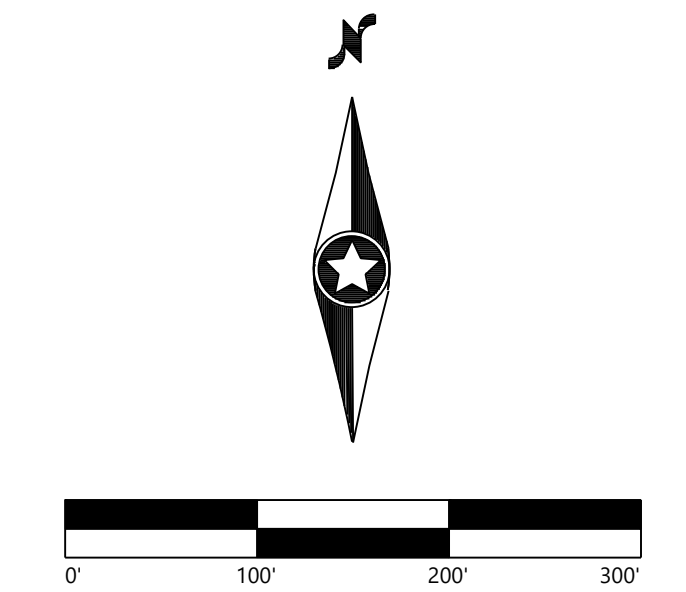
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NOTES:
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Civil Site Plan - 10

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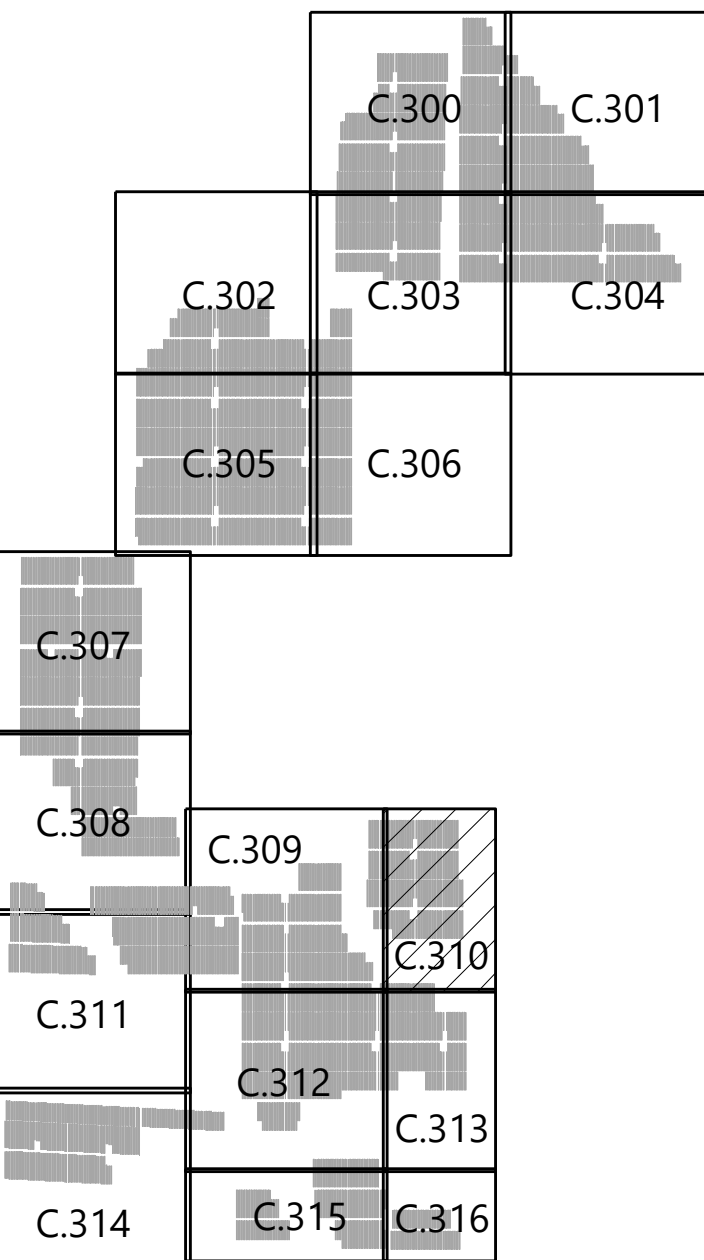


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NOTES:
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KEY MAP



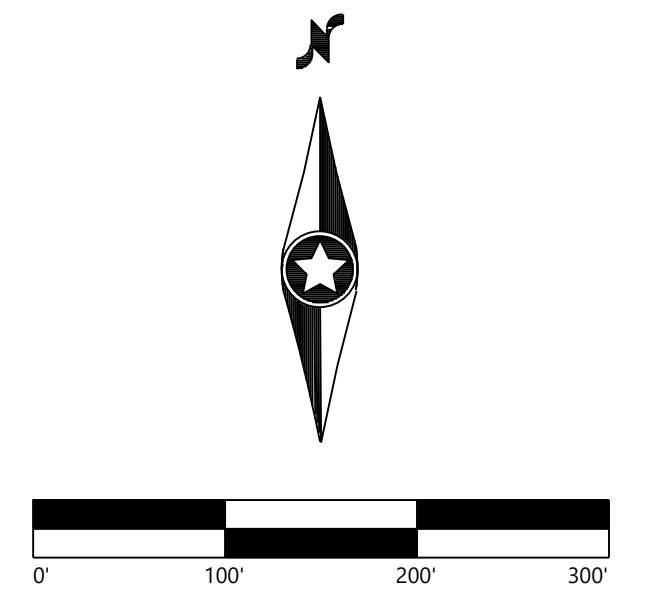
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Civil Site Plan - 11

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NOTES:
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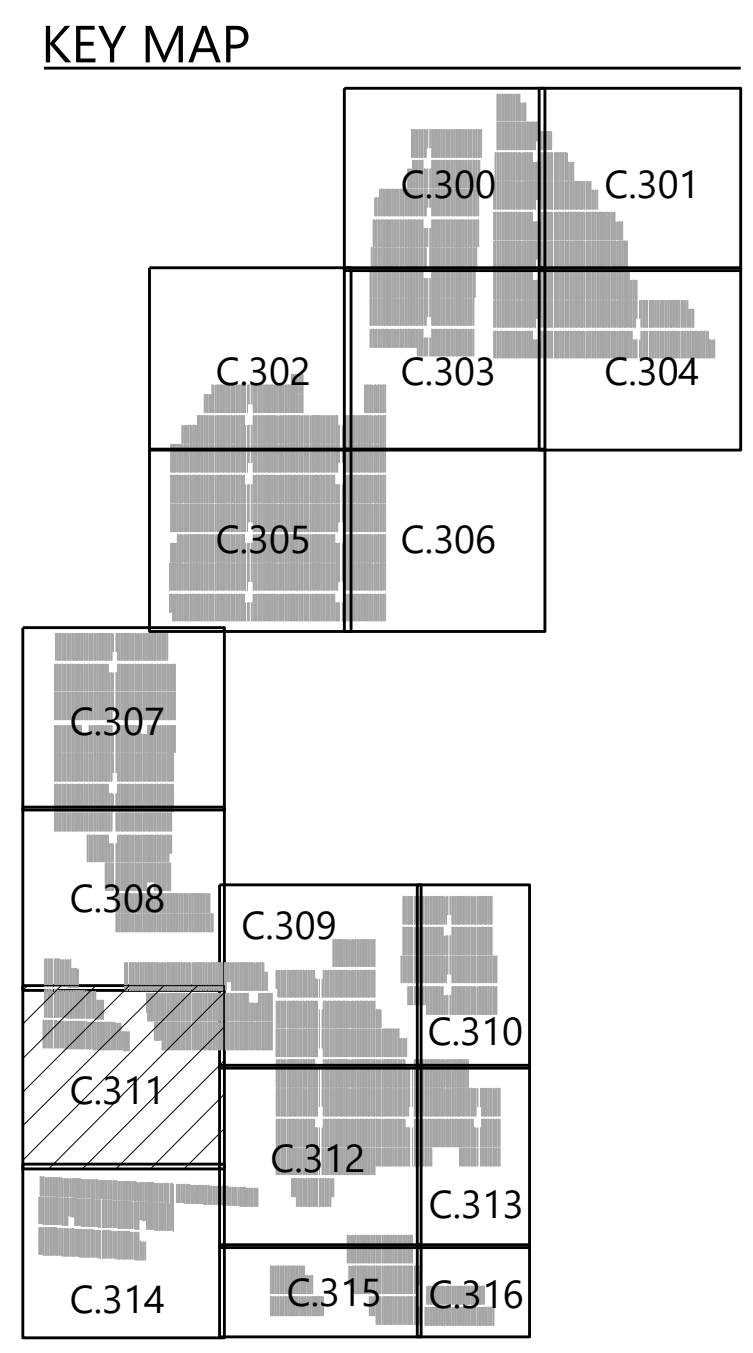
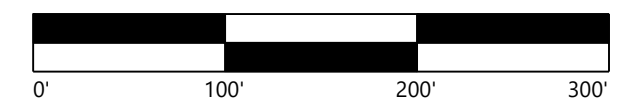
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Civil Site Plan - 12

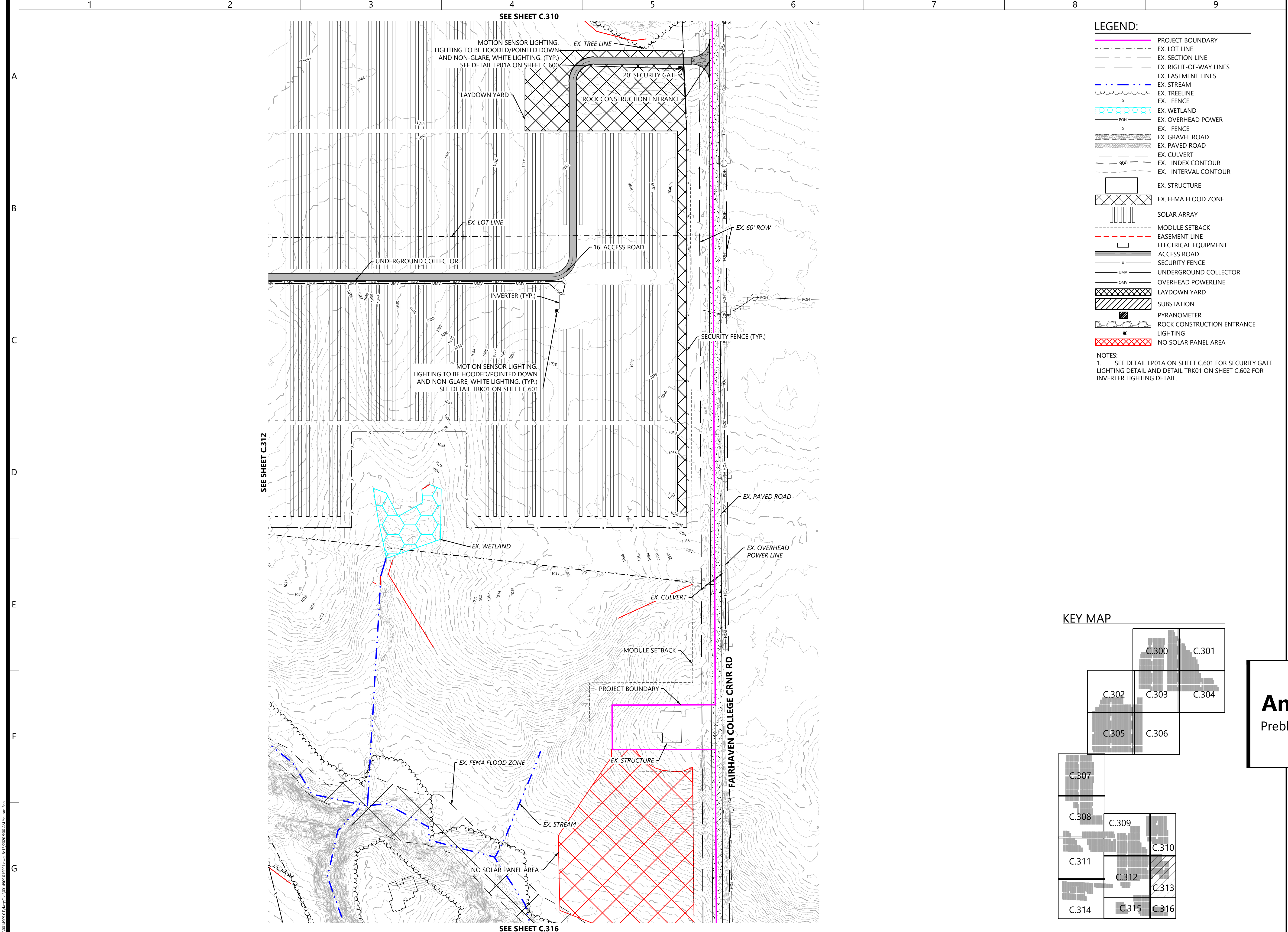
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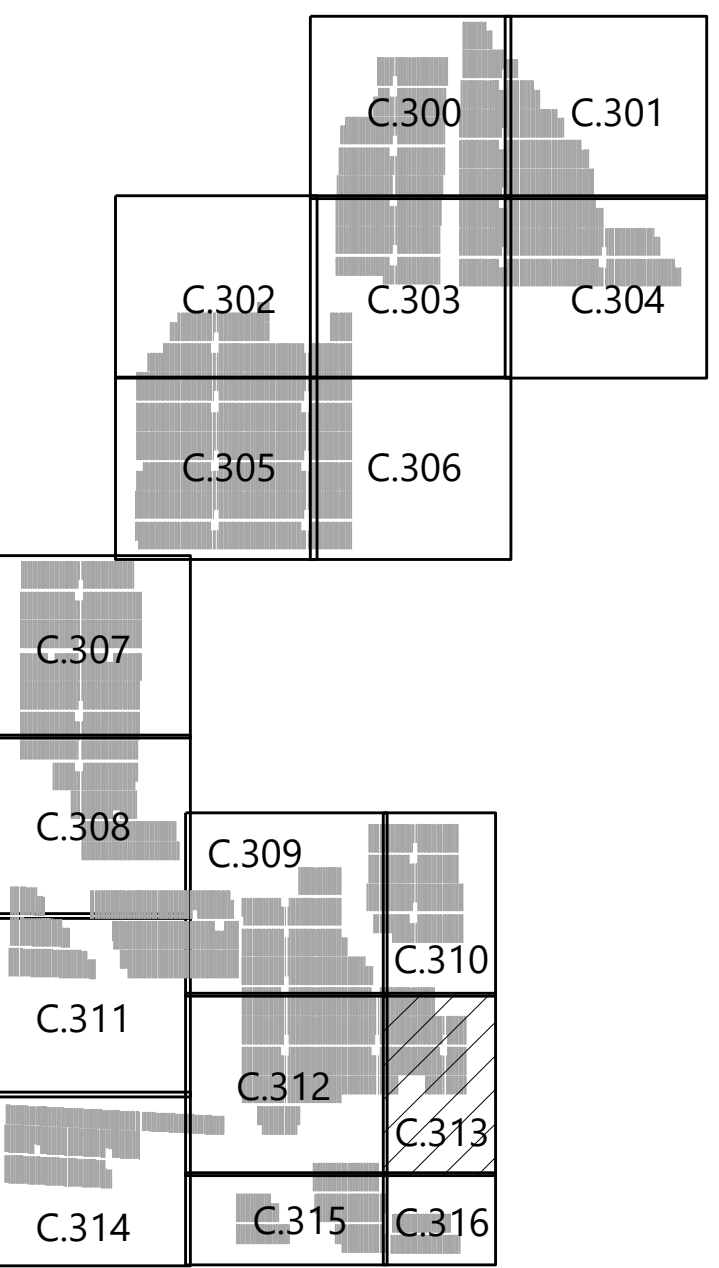


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NOTES:
1. SEE DETAIL LP01A ON SHEET C.601 FOR SECURITY GATE LIGHTING DETAIL AND DETAIL TRK01 ON SHEET C.602 FOR INVERTER LIGHTING DETAIL.

KEY MAP



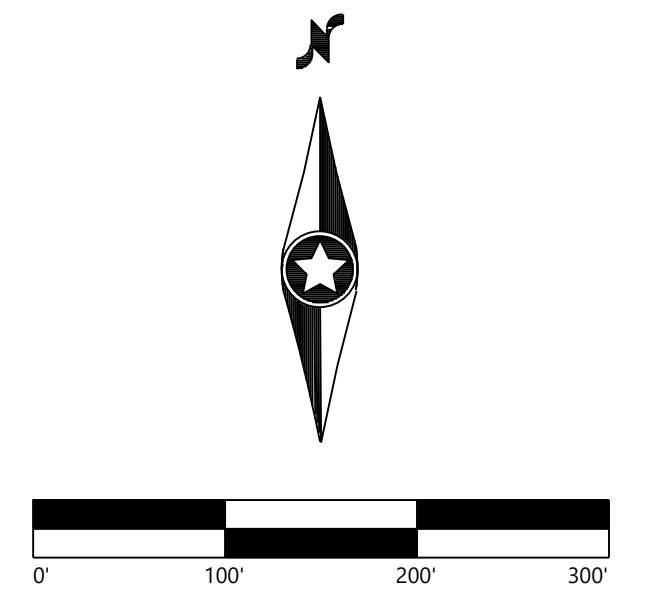
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Civil Site Plan - 14

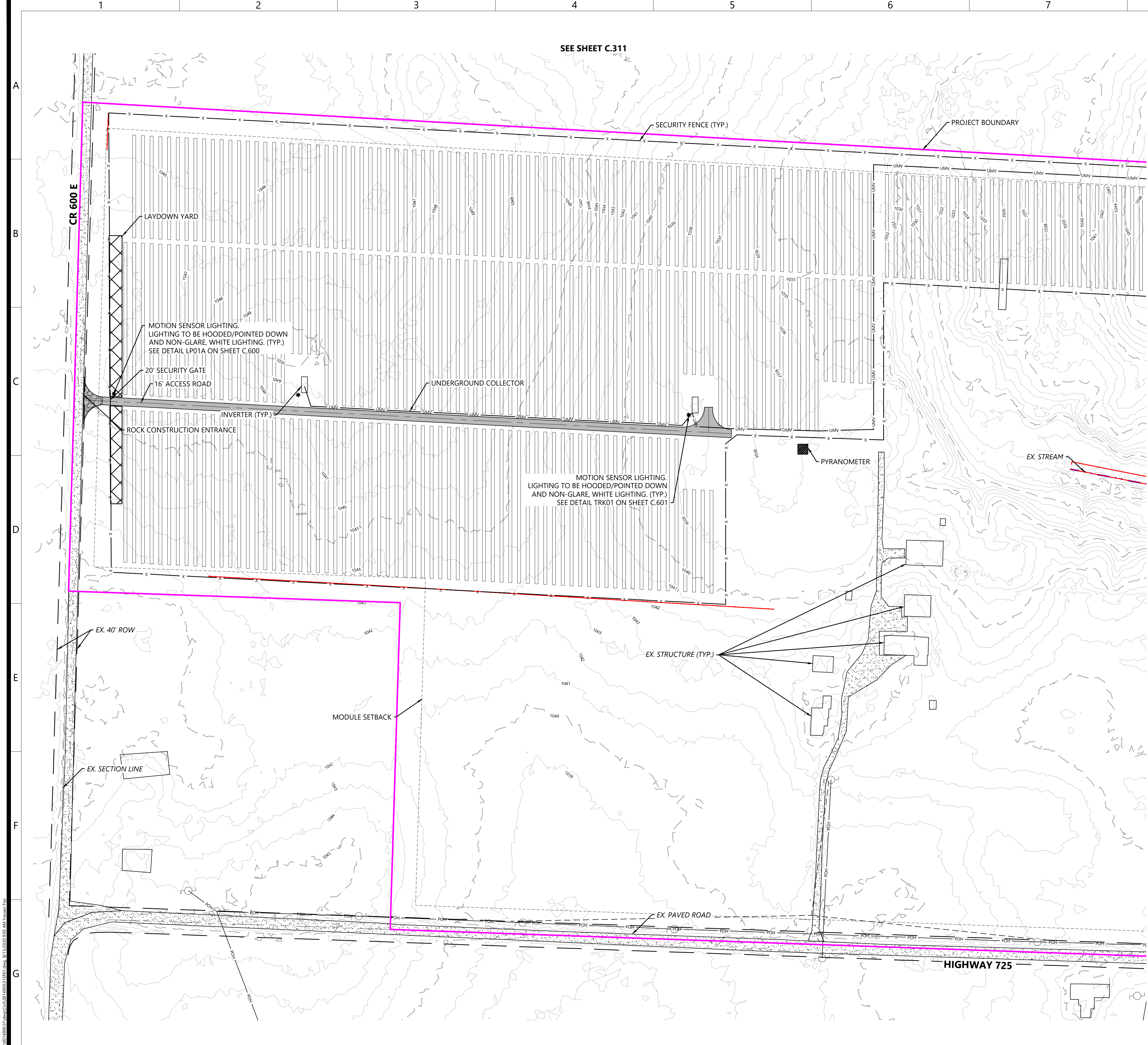
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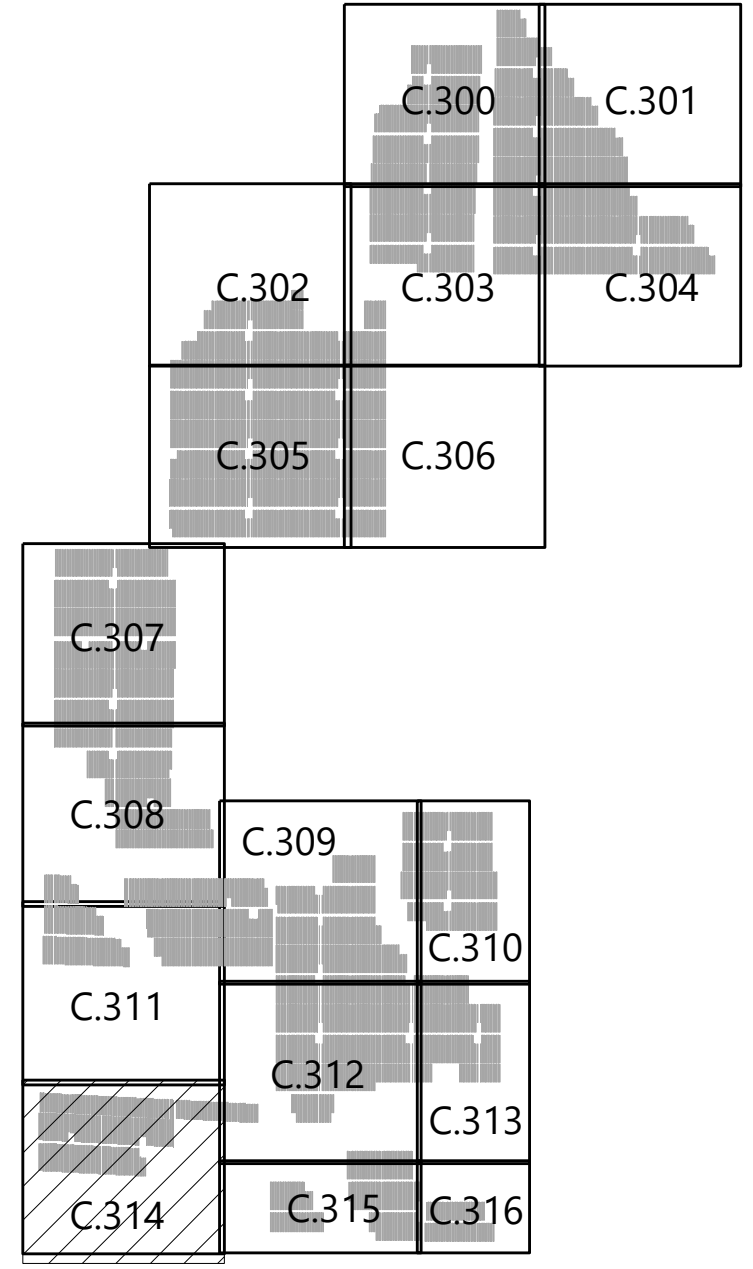


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NOTES:
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KEY MAP



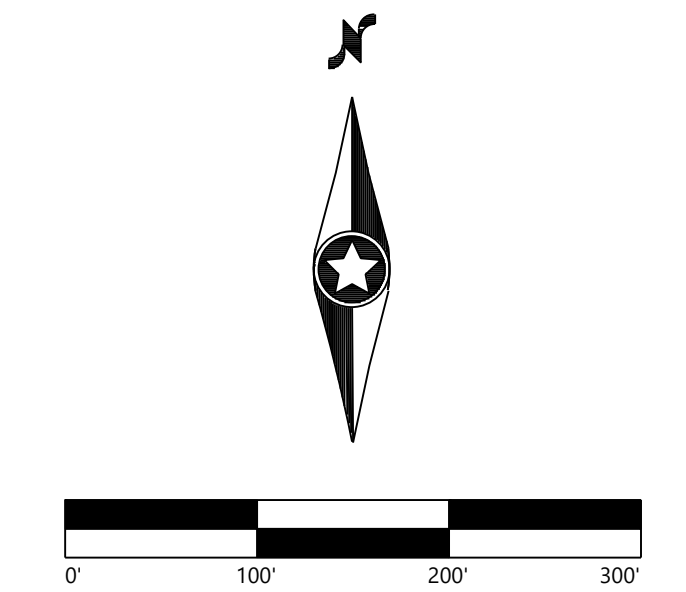
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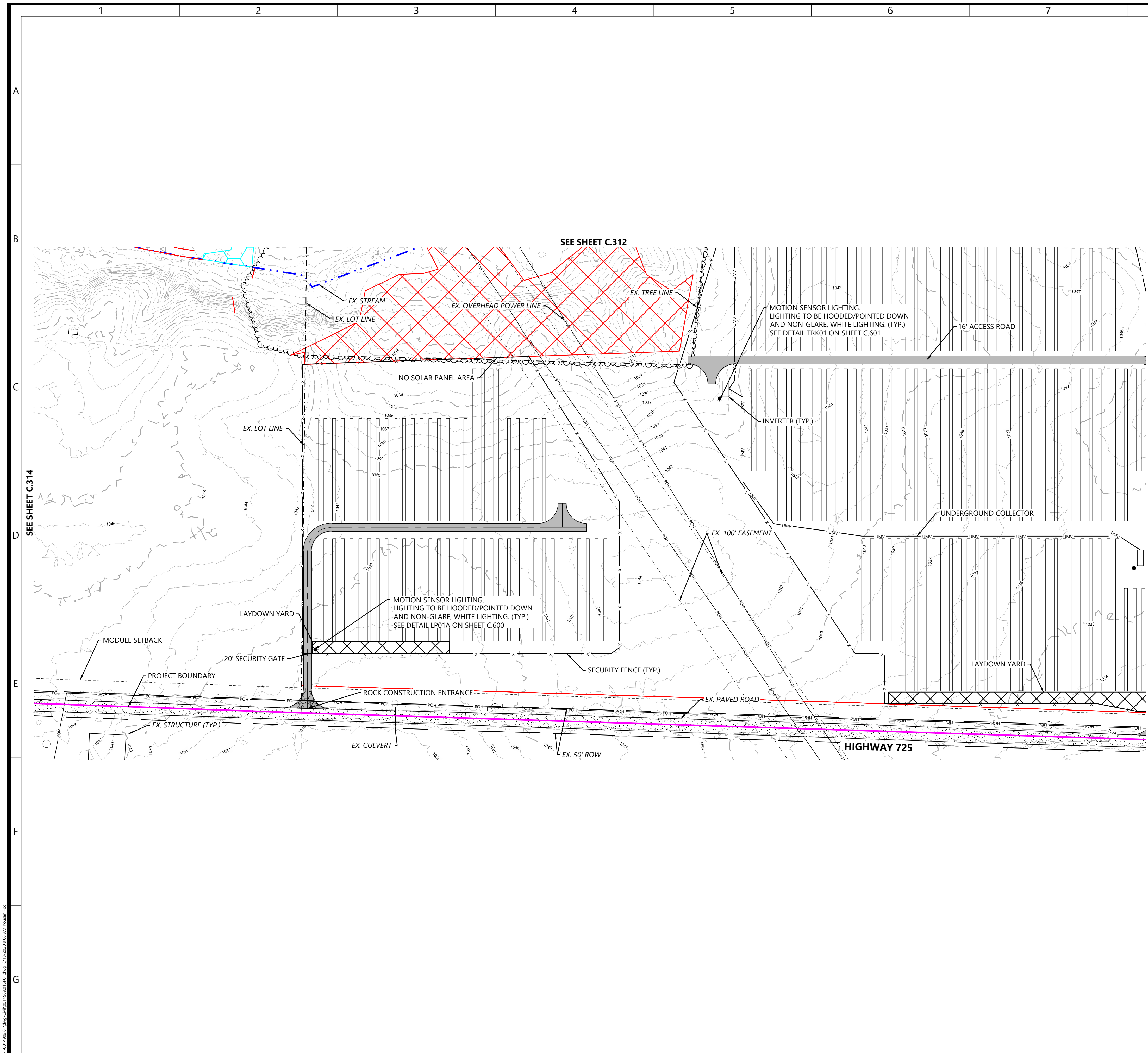
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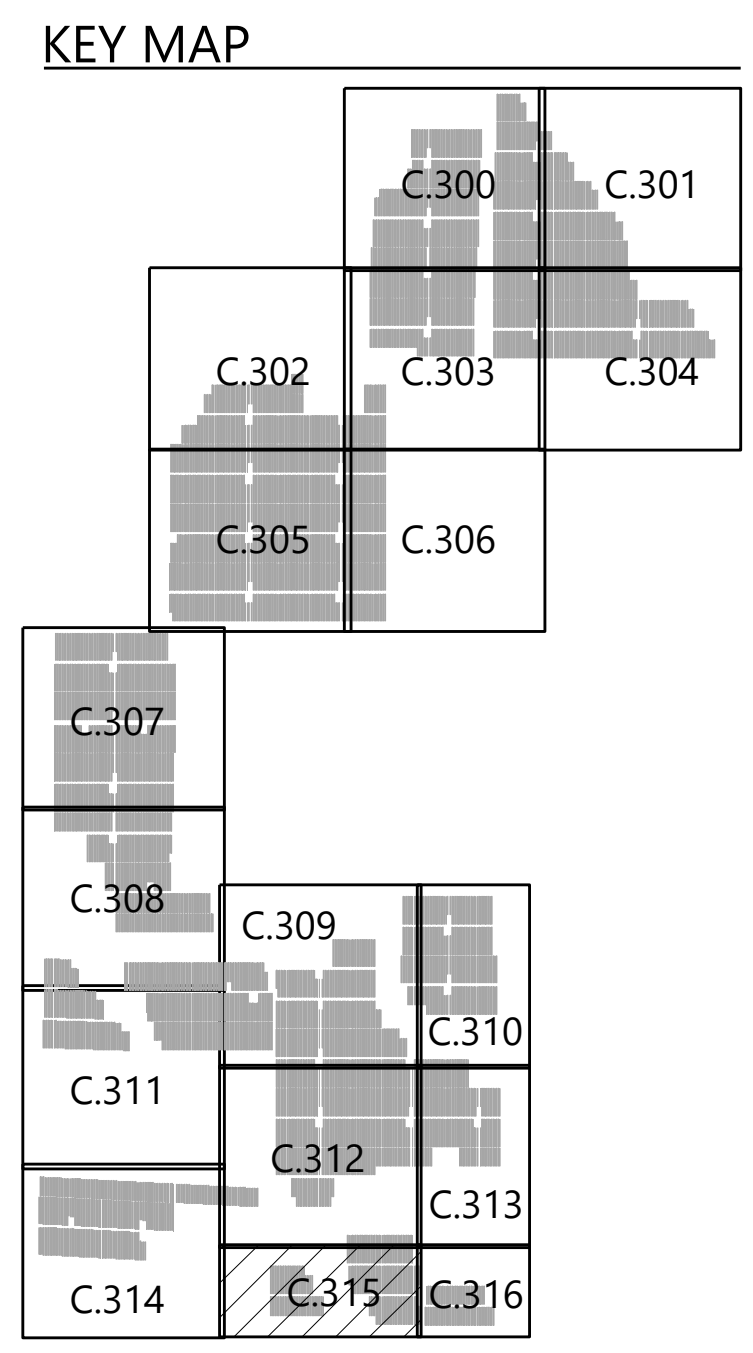
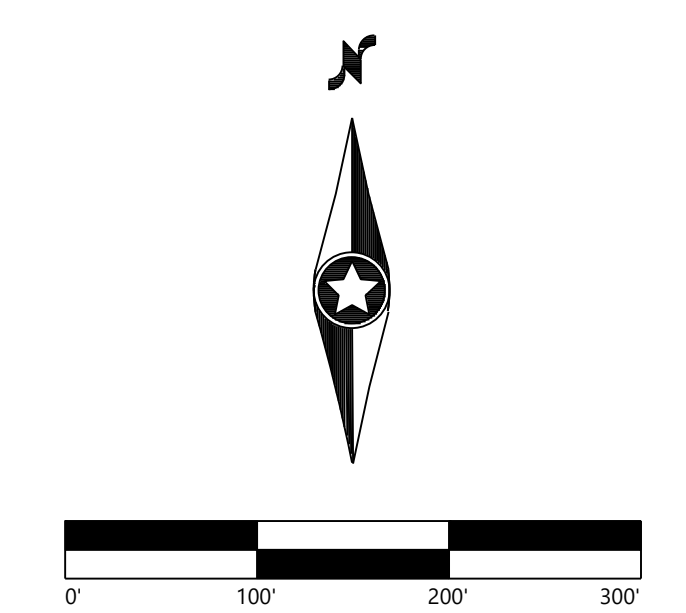
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	SUBSTATION
	PYRANOMETER
	ROCK CONSTRUCTION ENTRANCE
	LIGHTING
	NO SOLAR PANEL AREA



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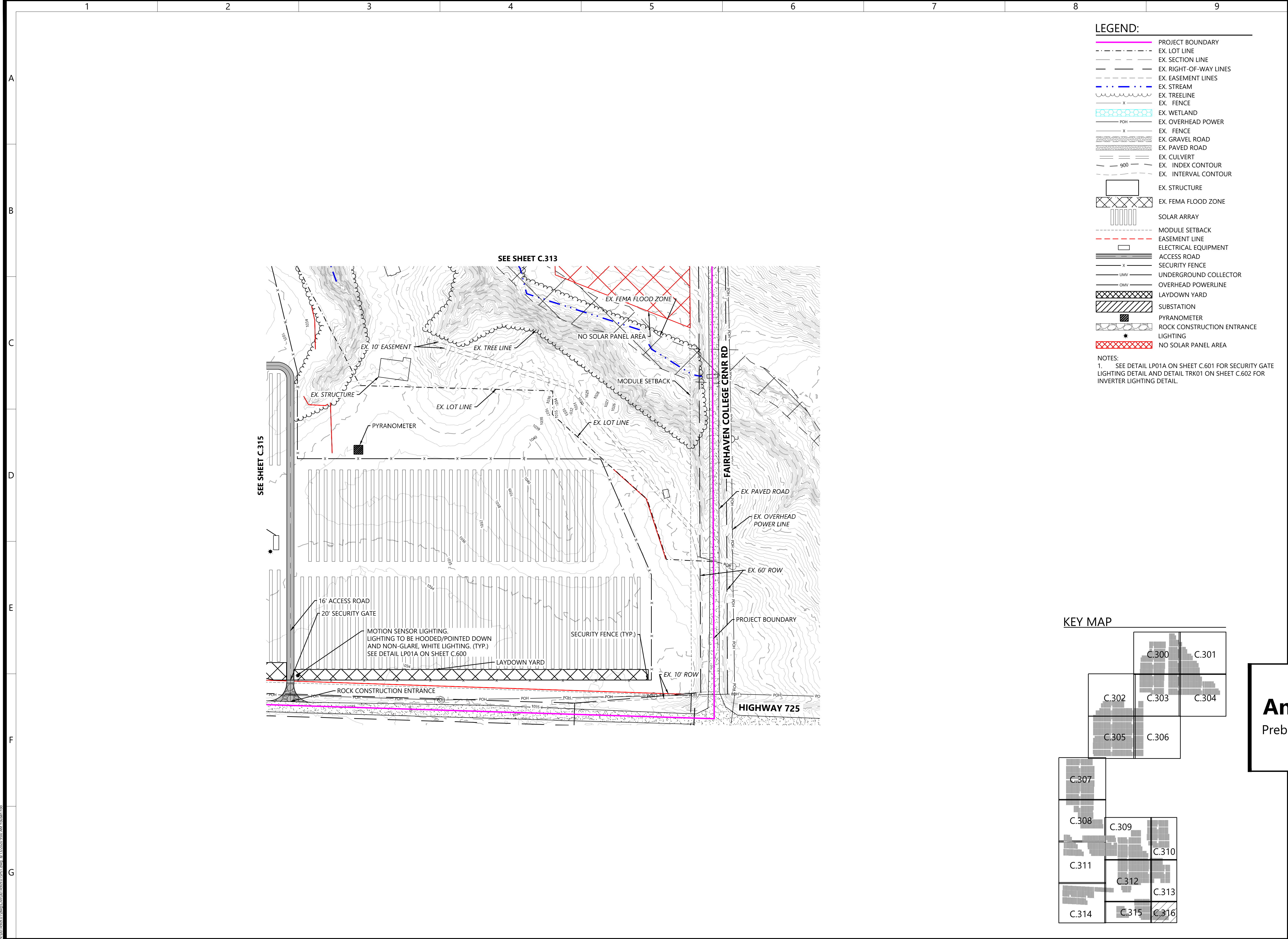
Civil Site Plan - 16

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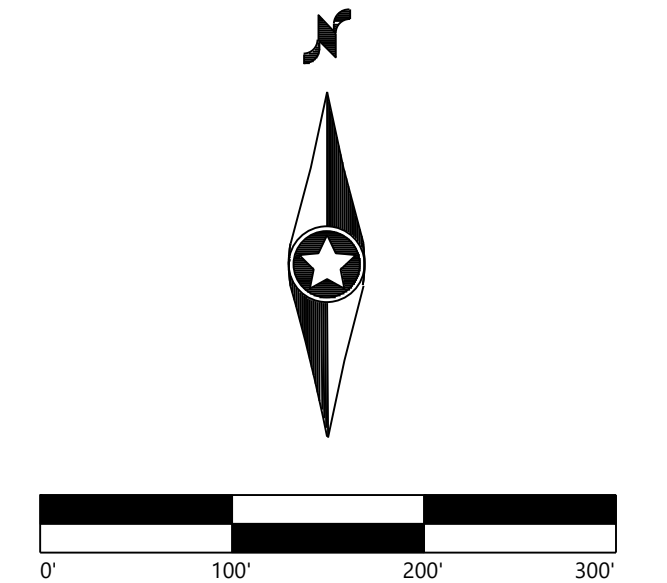


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Civil Site Plan - 17

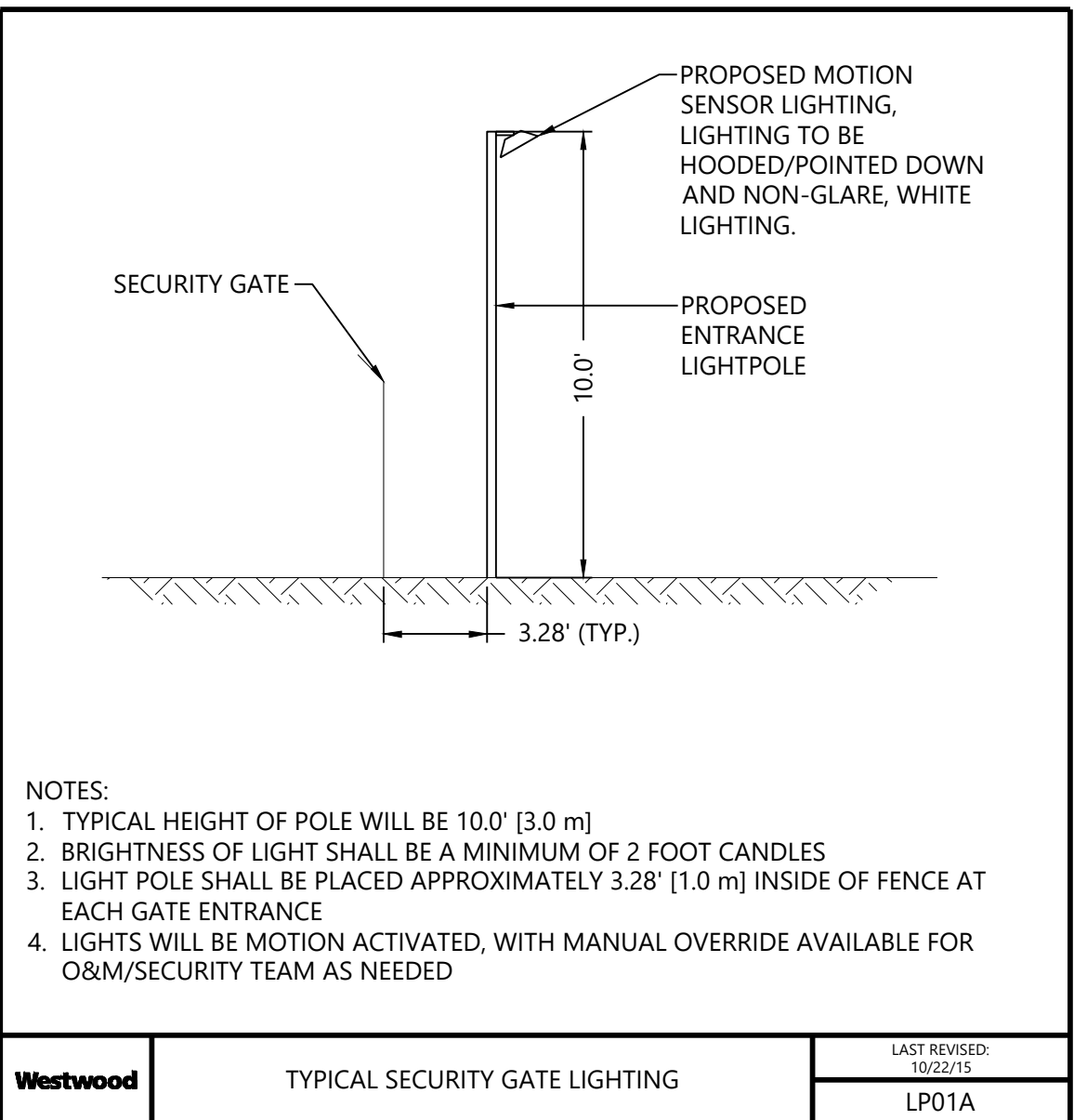
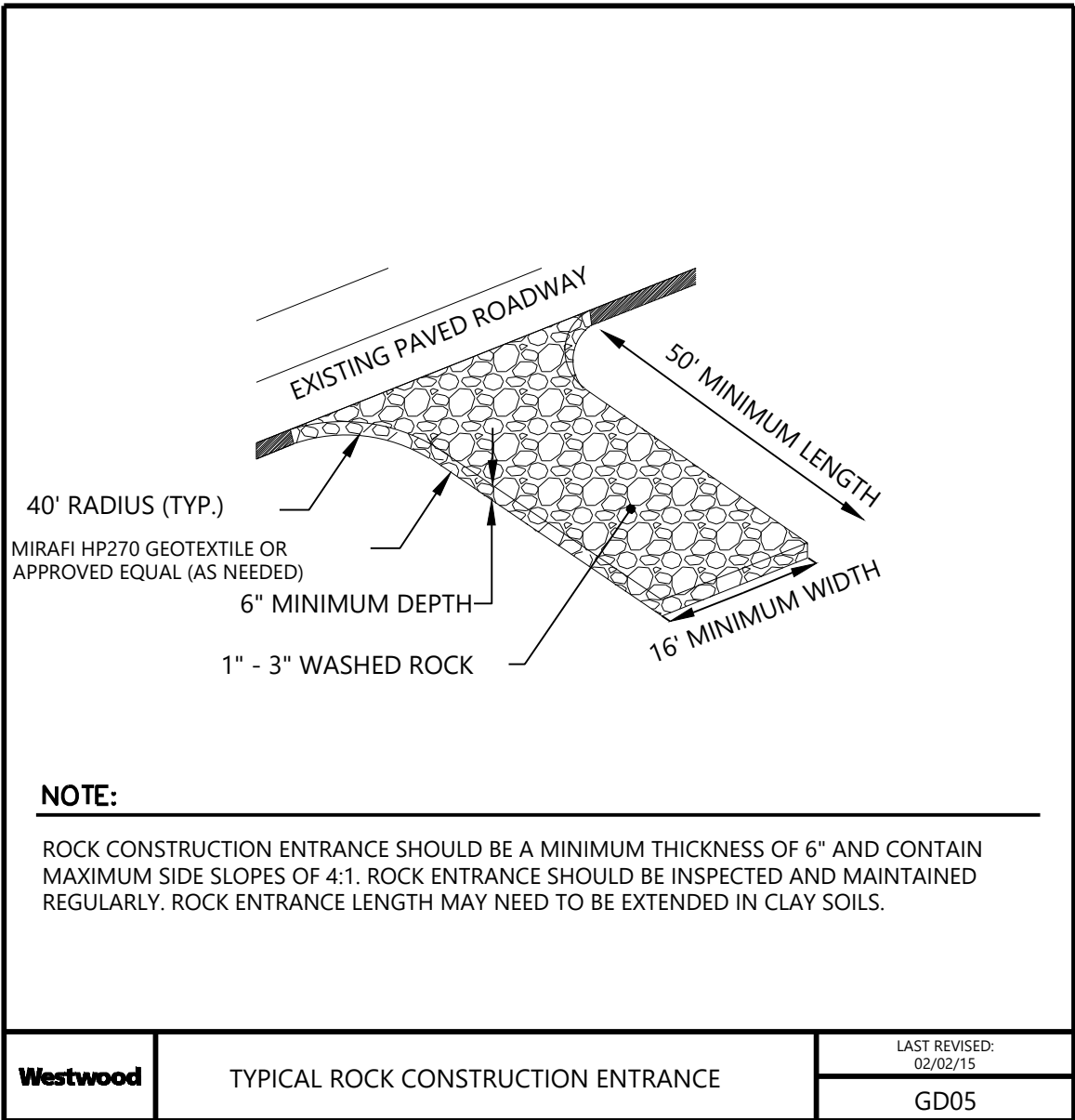
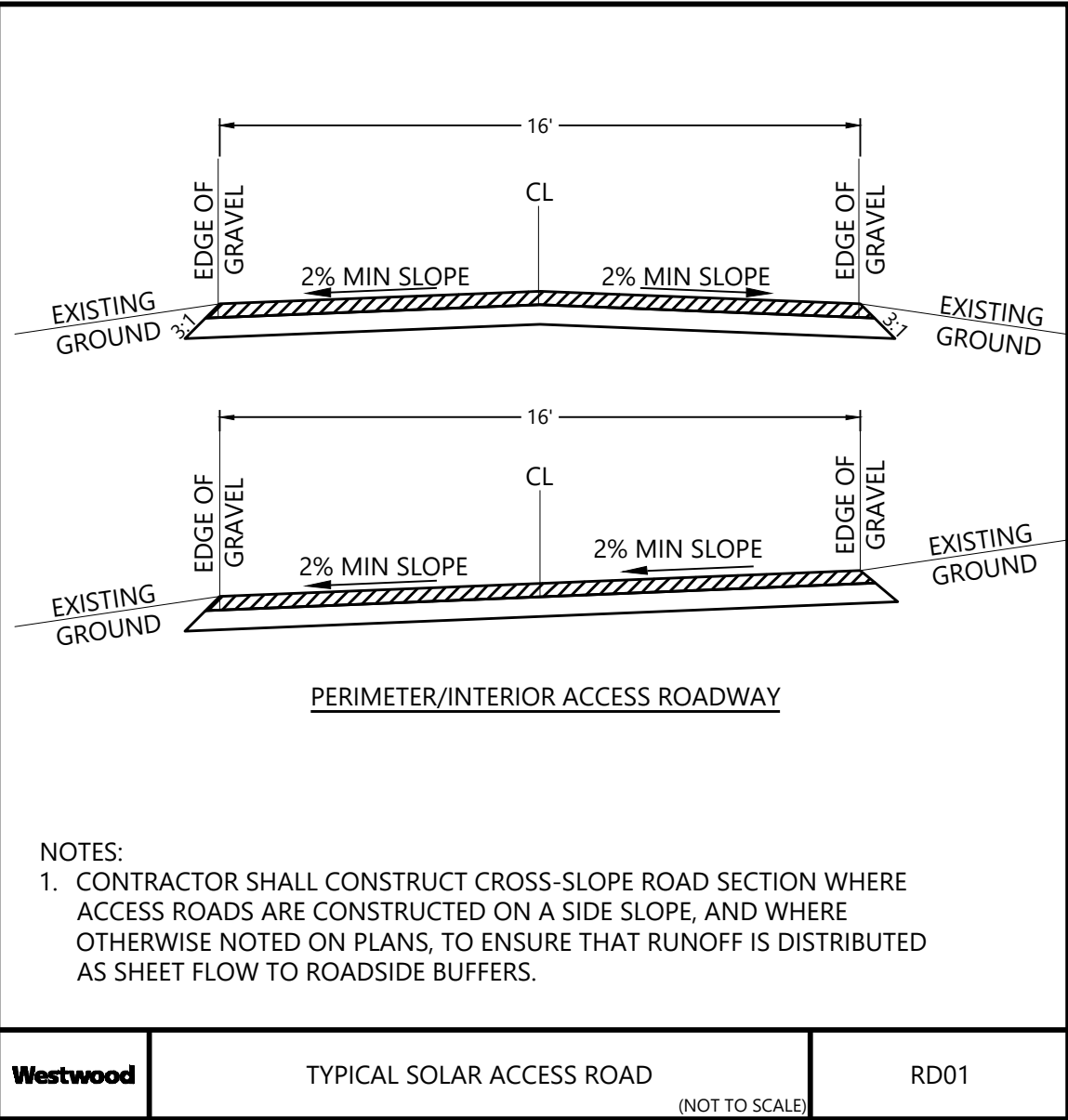
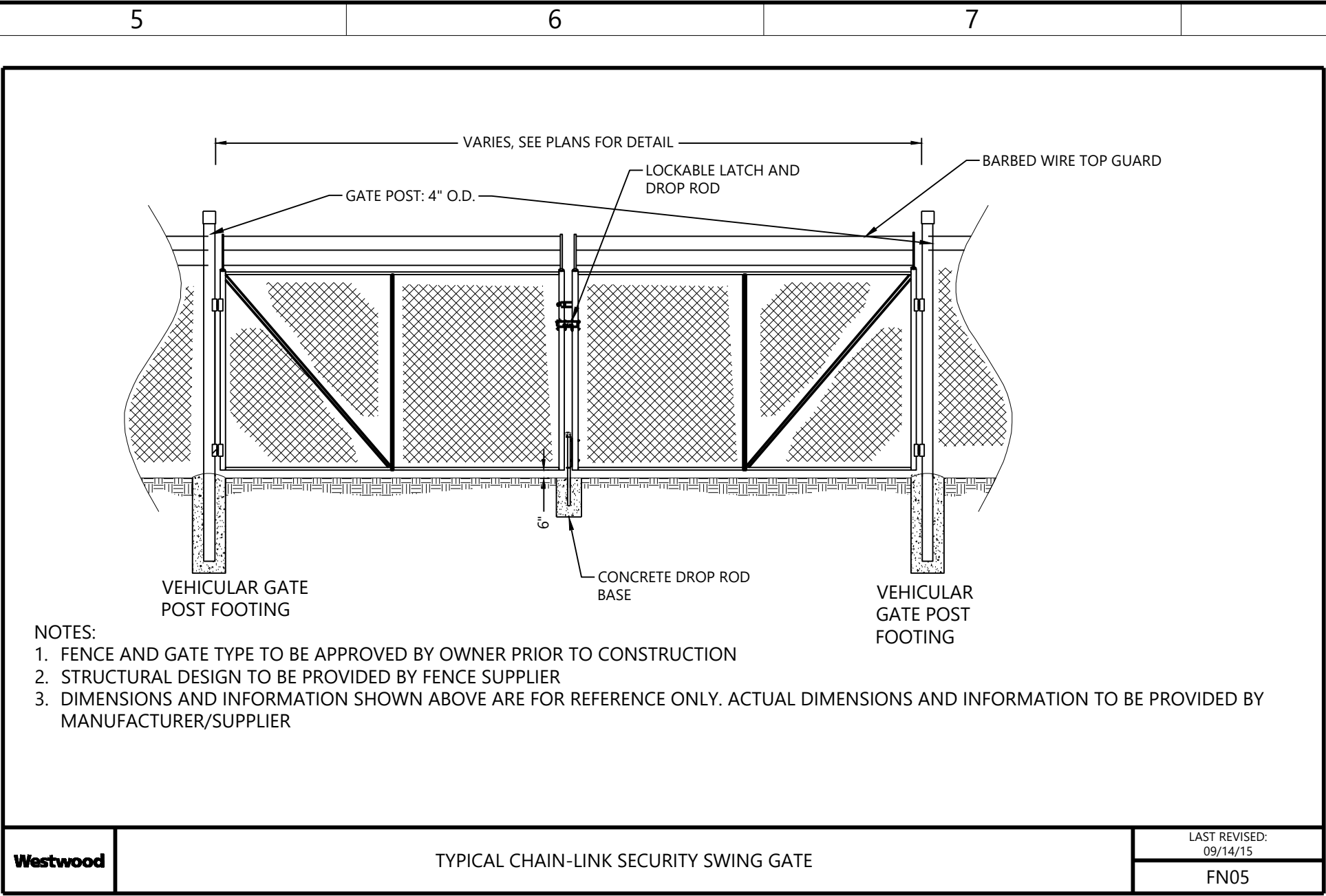
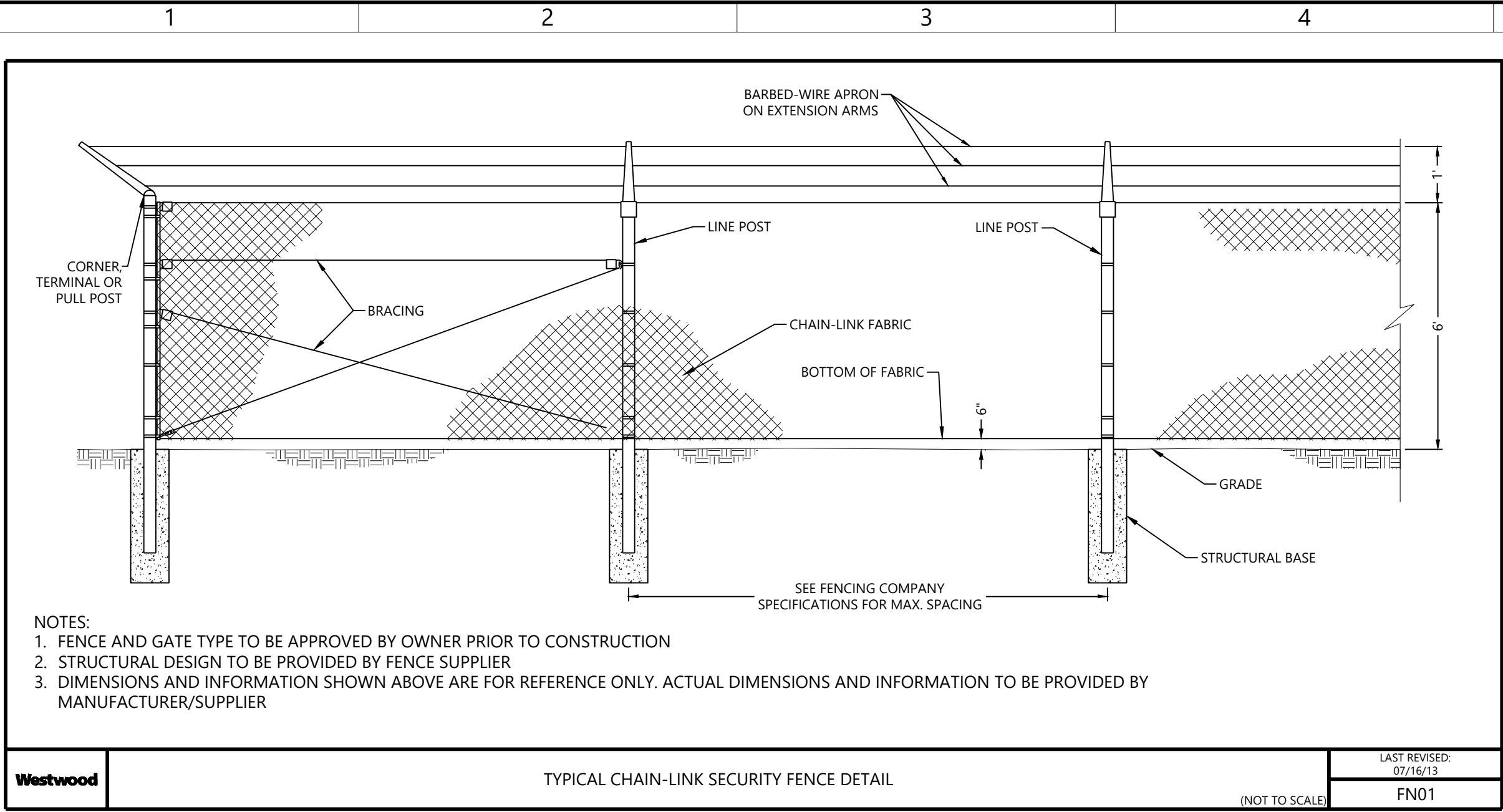
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DATE: 08/13/2020

SHEET: C.316

Attachment DH2

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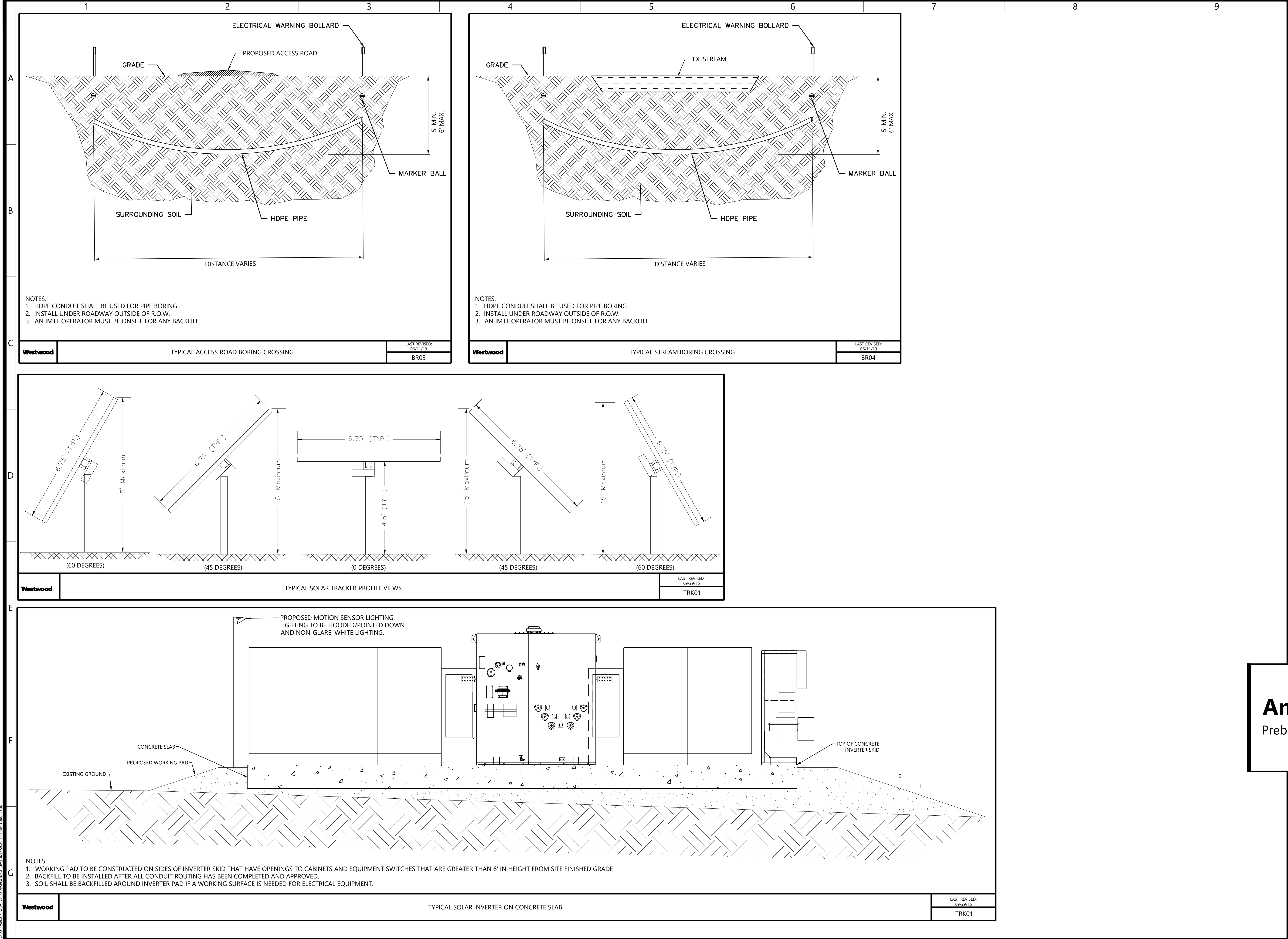
Construction Details -
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#	DATE	COMMENT

Angelina Solar I
Preble County, OH

**Construction Details -
2**

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DATE: 08/13/2020

SHEET: C.601

Attachment DH2



In reply, refer to
2018-PRE-43527

February 19, 2020

Susan Lawson
Environmental Design & Research (EDR)
217 Montgomery Street, Suite 1000
Syracuse, NY 13202
slawson@edrdpc.com

RE: Angelina Solar Project, Dixon and Israel Townships, Preble County, Ohio

Dear Ms. Lawson:

This is in response to the correspondence, received on January 21, 2020, regarding the proposed Angelina Solar Project, Dixon and Israel Townships, Preble County, Ohio. We appreciate the opportunity to comment on this project. The comments of the Ohio State Historic Preservation Office (SHPO) are made pursuant to Section 149.53 of the Ohio Revised Code and the Ohio Power Siting Board rules for siting this project (OAC 4906-5). The comments of the Ohio SHPO are also submitted in accordance with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. 306108 [36 CFR 800]).

Our office met with cultural resources staff from EDR and Open Road Renewables on January 21, 2020 to discuss the archaeological and historic resources surveys for the Angelina Solar Project. The Historic Resources Survey Research Design and Phase I Archaeological Survey Research Design were also received by our office on January 21, 2020. Our meeting resulted in the proposed changes to the Research Design documents, detailed below:

Phase I Archaeological Survey Research Design:

- The Ohio SHPO recommends Phase I Archaeological Survey take place in the entirety of Project Area
- The Ohio SHPO agrees with the Archaeological Sensitivity Model presented in the Research Design and encourages EDR to use this model during implementation of their Phase I Archaeological Survey

Historic Resources Survey Research Design:

- The Ohio SHPO requests that viewshed for the Area of Potential Effect (APE) for indirect visual effects be limited to topography without trees
- If cemeteries are present within or adjacent the APE, the Ohio SHPO recommends project components be located no less than 100 feet from cemetery boundaries, when possible
- Load ratings for nearby historic bridges be reviewed for component delivery
- Physical screening options should be present as early as possible for review

Our office looks forward to continued coordination with EDR on the Angelina Solar Project. If you have any questions, please contact me at (614) 298-2022, or by e-mail at khorricks@ohiohistory.org or Kristen Koehlinger at kkoehlinger@ohiohistory.org. Thank you for your cooperation.

Sincerely,

Krista Horrocks, Project Reviews Manager
Resource Protection and Review

cc: Doug Pippin, EDR (dpippin@edrdpc.com)
Doug Herling, Open Road Renewables (doug@openroadrenewables.com)

RPR Serial No: 1082495

Angelina Solar Complaint Resolution Program

1. INTRODUCTION

Angelina Solar I LLC ("Angelina Solar") has developed a complaint resolution program for implementation during the construction and operation of the Project to provide an effective process for identification and resolution of concerns voiced by members of the community. Angelina Solar is committed to complying with requirements established through the Ohio Power Siting Board ("OPSB") and other regulatory processes, and to establishing an accessible process for community members to voice concerns and for those concerns to be addressed as quickly and effectively as possible. Maintaining detailed records of all complaints and resulting actions is an important aspect of the complaint resolution program. Angelina Solar's policy is to take all reasonable necessary actions to rectify legitimate interference or disturbances that are a direct result of the Project.

2. COMPLAINT RESOLUTION PROCEDURE

2.1 Angelina Solar Contacts

Angelina Solar will establish a toll-free telephone number and will provide that number to the county commissioners, township trustees, emergency responders, schools, and public libraries within the Project Area; that number will also be posted on the Project website. To register a complaint, individuals may call the telephone number and leave a message. Phone messages left at the provided number will be checked daily, Monday thru Friday and initial follow up will occur within two business days. Any emergency situations should be addressed with the appropriate local authorities or by calling 911.

2.2 Notification

In addition to providing the contact information and procedure to the officials and public locations noted above, Angelina Solar will maintain a Project contact list for area residents and will provide notification to residences located within 1/4 mile of the perimeter of the project site when construction or other major site activity is about to commence.

2.3 Complaint Documentation and Follow-Up

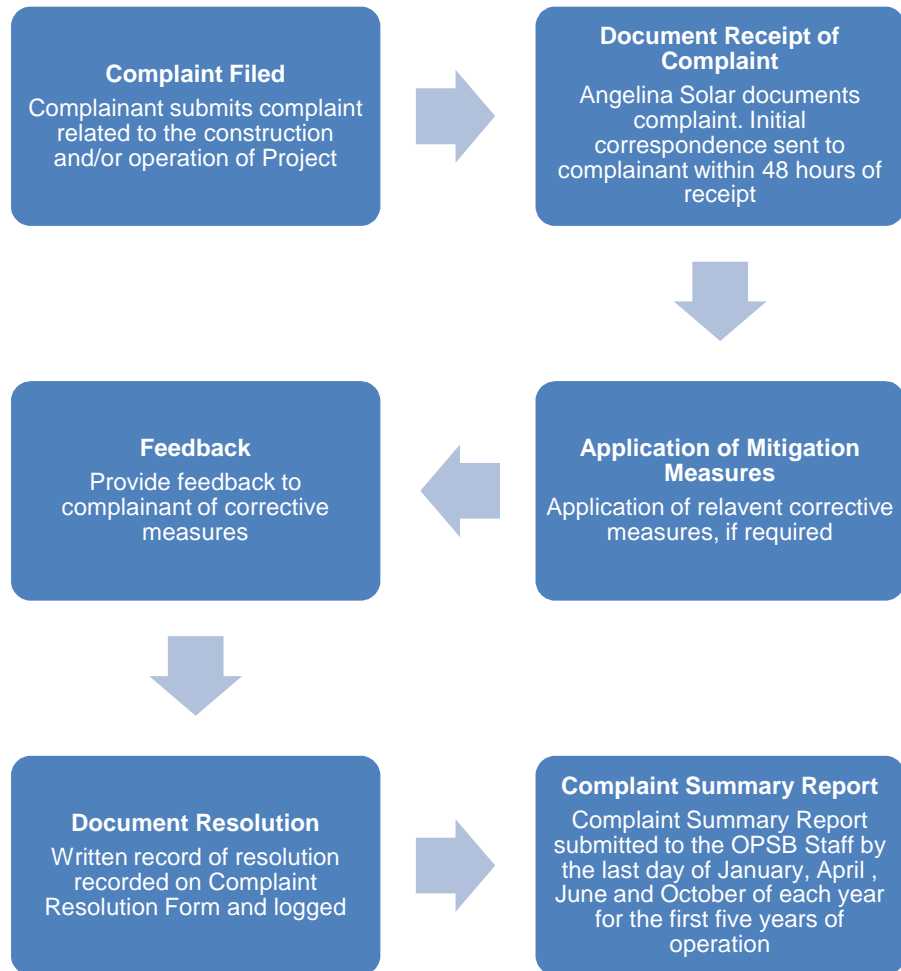
Angelina Solar will keep a logbook to register every complaint received. The logbook will include pertinent information about the person making the complaint, the issues surrounding the complaint, and the date the complaint was received; the complaint resolution form is attached.

The logbook will also document Angelina Solar's recommended resolution, the date agreement was reached on a proposed resolution, and the date when the proposed resolution was implemented. Angelina Solar personnel will generate a quarterly report based on the information recorded in the log book about the nature and resolution of all complaints received in that quarter, and submit the report to OPSB Staff on or before January 31, April 30, July 31, and October 31 during construction and for the first five years of operation.

Individuals who register a complaint with Angelina Solar will be sent correspondence from Angelina Solar no later than 48 hours after registering the complaint. The intent of the initial correspondence is to gather more information to better understand the complaint. Within 30 days of the complaint being logged, Angelina Solar will initiate reasonable action to resolve any legitimate interference or disturbance that is a direct result of the Project.

If Angelina Solar and the complaining individual cannot agree to a resolution, Angelina Solar will provide a summary of the complaint and proposed resolution to the complaining individual.

Diagram of Complaint Resolution Process



Angelina Solar Complaint Resolution Form

Complaint Log Number: _____	
Complainant's name and address: 	
Phone number/email: _____	
Date complaint received: _____	
Time complaint received: _____	
Date complainant first contacted: _____	
Nature of complaint: 	
Definition of problem after investigation: 	
Description of corrective measures taken: 	
Complainant's signature: _____	Date: _____
Angelina Solar Project Manager Signature: _____	Date: _____

(Attach additional pages and supporting documentation, as required.)

**ROAD USE AND MAINTENANCE AGREEMENT
FOR SOLAR PROJECTS AND INFRASTRUCTURE**

THIS ROAD USE AND MAINTENANCE AGREEMENT FOR SOLAR PROJECTS AND INFRASTRUCTURE (this "Agreement") is entered into on December 9, 2019 by and between Preble County Board of County Commissioners, Preble County, Ohio/ Dixon Township Trustees, Preble County, Ohio/ Israel Township Trustees, Preble County, Ohio, political subdivisions, whose mailing addresses are 101 E. Main Street, Eaton, OH 45320, 10893 SR 177, College Corner, OH 45003, and 7170 California School Road, Eaton, OH 45320, respectively, (hereafter, collectively, "Authority"), and Angelina Solar I, LLC, whose address is 1105 Navasota St., Austin, Texas 78702 (hereafter "Operator") (Authority and Operator, each a "Party" and collectively, the "Parties"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Dixon and Israel Township, in Preble County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator intends to develop and operate the Angelina Solar Project, including the equipment, facilities, and underground and above-ground wires and cables necessary for the construction and operation of the Angelina Solar Project (hereafter collectively referred to as the "Project") located in Dixon and Israel Township, in Preble County, Ohio; and

WHEREAS, Operator intends to use certain portions of County Road 41, County Road 45, Campbell Road, and Stateline Road, including associated culverts and bridges, as depicted in the attached Appendix B (hereinafter "Impacted Roads") for the purpose of ingress to and egress from the Project, for traffic and heavy-load traffic necessary for the purpose of construction, operation, and maintenance of, and possible re-powering or decommissioning of, the Project (hereinafter referred to collectively as the "Activity"); and

WHEREAS, Operator intends to qualify for the payment in lieu of taxes available pursuant to Section 5727.75 of the Ohio Revised Code (the "PILOT"), and the PILOT requires Operator to enter into an agreement providing for the repair and maintenance of said roads and bridges thereon as a result of such Activity; and

WHEREAS, Authority and Operator desire to enter into this Agreement; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 8 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges as described in this Agreement.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions herein and those contained in Appendix A:

1. Preliminary Map. The Impacted Roads are identified in the preliminary map attached as Appendix B (the "Preliminary Map"). It is understood and agreed that the Preliminary Map represents Operator's current estimate of road use necessary for the Project.

2. Final Map. Following completion of final engineering and design work for the Project, Operator shall prepare a final map (the "Final Map") that shall, with the Authority's consent, be attached to this Agreement as an amended Appendix B, such consent not to be unreasonably withheld. It is understood and agreed that the Final Map shall set forth the exclusive portion of Authority Roads that Operator will use for the Activity and that Operator shall not utilize any of the remainder of County Roads or Township Roads for any of its Activities hereunder.

3. Pre-Project Road Improvements and Modifications. Operator may, following consultation with the County Engineer, modify or upgrade portions of the Impacted Roads to ensure safe passage. Following such consultation, those portions of the Impacted Roads deemed to require strengthening or other improvements shall be strengthened or otherwise improved to a condition sufficient and adequate to sustain the anticipated activity by Operator, at Operator's sole expense, and in a manner substantially consistent with existing road maintenance performed by the Authority. Such improvements may be temporary or permanent and may include road widening or strengthening, or the spanning of existing culverts and bridges, and other improvements and modifications reasonably necessary to accommodate the transport of heavy equipment, materials, and/or multiple heavy loads on the roads. All such improvements shall be performed in compliance with the applicable regulations of Ohio Department of Transportation. Following completion of construction of the Project, Operator shall consult with the County Engineer to determine whether any road improvement installed by Operator should be restored to its original condition by Operator or retained and accepted permanently by the Authority.

4. Prevailing Wage. Operator or any subcontractor hired by Operator will pay prevailing wages for road improvements, modifications, and repairs to the extent such practice is required pursuant to Ohio Revised Code Chapter 4115 or other Ohio statute.

5. Repairs. All portions of the Impacted Roads that are damaged by Operator's Activity shall be repaired by Operator, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator as documented by the engineering report described in Appendix A. If the County Engineer reasonably determines that Operator has caused damage to roads or bridges and has not repaired such damage in a reasonable time, then the County Engineer shall issue a written notice of default to Operator. Following

Operator's receipt of such notice, Operator shall consult with the County Engineer and have ninety (90) days to cure such default. If the default remains uncured after the expiration of such time period, or the County Engineer reasonably determines that the repairs are not completed to a level consistent with the condition of such roads at the commencement of its use by Operator, the Parties may pursue dispute resolution pursuant to Section 9.

Any repairs required to State Line Road shall be repaired consistent with the terms and conditions herein and made at the conclusion of the Project in consultation with the County Engineer.

6. Emergency Damages and Repairs. In the event Operator is reasonably believed by Authority to have caused damage to any road(s) of a magnitude sufficiently great to create a hazard to the travelling public, which in the good faith opinion of County Engineer warrants an immediate repair or road closing, Authority shall notify Operator of the damage. If the Operator has failed to begin such repair work within twenty-four (24) hours of the notice from Authority, Authority may unilaterally make or authorize repair to the road(s), and the costs incurred by Authority may be drawn against the performance bond as set forth below. Authority shall photograph, videotape and otherwise document the conditions and make all such documentation available to Operator.

7. Temporary Access. Operator shall promptly notify the County Engineer if it shall be necessary to construct or partially construct any temporary access on the Impacted Roads in order to construct the Project, and the Authority shall cooperate in providing such permit or other documentation reasonably requested by Project to evidence the Authority's approval of such access. With regard to new driveways, Operator shall utilize the Access Management application found in the Office of the County Engineer and obtain an Access Management permit.

8. Railroads. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate agreement between the Operator and the Railroad Company, or lack of notification by Operator.

9. Dispute Resolution. In the event of any dispute arising out of or relating to the execution, delivery or performance of this Agreement, either Party may provide notice to the other of such dispute. Upon a Party's receipt of such notice, each Party shall attempt to resolve such dispute. If the Parties are unable to resolve such dispute within fifteen (15) Business Days of receipt of notice of such dispute, each Party shall have the right to pursue all remedies available to it at law or in equity pursuant to this Agreement.

10. Bond. With regard to the requirements of the PILOT and Section 5727.75(F)(4) of the Ohio Revised Code, Operator shall deliver a bond in a form acceptable to both Parties, before beginning any on-site construction work on the Project and before beginning any on-site decommissioning work on the Project, as further described below:

- a. No later than thirty (30) days prior to the start of construction of the Project, Operator shall deliver and maintain a bond or other surety in the amount of One Million Dollars (\$1,000,000.00), which shall endure throughout the construction of the Project and extend for twelve (12) months following the date on which Owner gives Authority written notice that Owner has completed all repairs of roads, bridges, and culverts affected during the construction of the Project.
 - b. No later than thirty (30) days prior to the start of final decommissioning of the Project, Operator shall deliver and maintain a bond or other surety in an amount equal to One Million Dollars (\$1,000,000.00) escalated at a compounded rate of 2% per annum from the year of Project construction to the year of decommissioning, which bond shall endure throughout the decommissioning of the Project and extend for twelve (12) months following the date on which Owner gives Authority written notice that Owner has completed all repairs of roads, bridges, and culverts affected during the decommissioning.
 - c. Authority hereby acknowledges and agrees that the provisions of this Section 10 when implemented constitute a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
11. ODOT Permits. Operator shall provide the Authority with a copy of all permits obtained by Operator for oversized or overweight vehicles issued by the Ohio Department of Transportation in connection with Operator's activities on the Project, before any hauling activities associated with the permits take place.
12. Emergency Contact. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
13. Signage. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
14. Indemnification. Operator agrees to indemnify and hold harmless the Authority and its commissioners, administrators, employees and representatives (collectively the "Indemnified Party") against any and all losses, damages and claims, expenses and liabilities for physical damage to the property of the Authority and for physical injury to any person, including, without limitation reasonable attorney fees, to the extent directly resulting from (i) any operations or activities of Operator on the property of the Authority; (ii) the negligence or willful misconduct of Operator during the Activity; or (iii) any breach of this Agreement by Operator. Furthermore, Operator agrees to defend, indemnify and hold harmless the Indemnified Party from any third party claims arising out of the terms and conditions of this Agreement. Notwithstanding the foregoing, Operator's obligations under this Section 14 shall not apply to the extent any such losses, damages, claims or injuries arise out of the negligence or willful misconduct of the Indemnified Party. This indemnification obligation shall survive the termination of this Agreement.

15. Assignment. Operator may wholly or partially assign its rights and obligations under this Agreement, including without limitation an assignment to a lender or tax credit investor, without the consent of the Authority, in which event Operator shall deliver written notice of such assignment to the Authority. The Authority may not wholly or partially assign its rights and obligations under this Agreement without the prior written consent of Operator. This Agreement shall be binding upon Operator and Authority, and their respective successors and permitted assigns.

16. Severability. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

17. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

18. Insurance. Operator shall at all times during construction and operation of the Project carry: (i) worker's compensation coverage in accordance with the laws of the State of Ohio; (ii) commercial general liability insurance with minimum limits of \$3,000,000 per occurrence; and (iii) automobile liability insurance with minimum limits of \$2,000,000 per occurrence. Operator shall provide proof of such insurance to the Authority prior to commencement of construction of the Project and thereafter upon request. The Preble County Board of County Commissioners shall be named as an additional insured to the commercial general liability policy.

19. Relationship of the Parties. The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall be not interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship 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 or be an agent or representative of, or to otherwise bind, the other party.

20. Notice. Any notice required or permitted under this Agreement will be in writing and mailed by registered or certified mail, return receipt requested, or by Federal Express, USPS Priority Mail or other comparable delivery service to the Parties at the following addresses:

Authority: Preble County Board of County Commissioners
101 E. Main Street
Eaton, OH 45320
Attn: _____

Operator: Angelina Solar I, LLC
1105 Navasota St.
Austin, TX 78702
Attn: Rebecca Maag

Notices shall be deemed delivered and received on the first to occur of (i) three (3) days after deposit with Federal Express, USPS Priority Mail or other comparable delivery service, addressed to such address or (ii) on written acceptance of delivery by the recipient. Either Party may change its address for receipt of notices by sending notice hereunder of such change to the other Party.

21. Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

22. Term and Termination. This Agreement shall be in effect as of the date first written above, and will terminate upon the expiration of the ninetieth (90th) day following the final decommissioning of the Project unless earlier terminated by mutual written agreement of the Parties.

Executed on the dates set forth below.

(the rest of this page intentionally left blank)

Authority

Preble County Board of County Commissioners, Preble County, Ohio

By: 
Commissioner

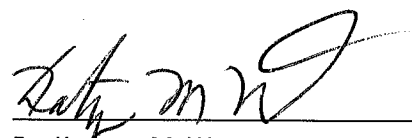
By: 
Commissioner

By: 
Commissioner

By: 
County Engineer

Dated: 12-9-19

Approved as to Form
Martin P. Votel
Prosecutor, Preble County, Ohio


By: Kathryn M. West
Preble County Assistant Prosecutor

Israel Township, Preble County, Ohio

Israel Township Trustees

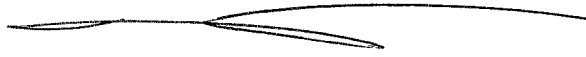
By: Matt R. Nye

By: Ernie D. Keeley

By: Don White Jr.

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Operator

By: 

Printed Name: CYRUS TASHAKKORI

Company Name: ANGELINA SOLAR I, LLC

Title: PRESIDENT

Dated: JULY 17, 2019

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Dixon Township, Preble County, Ohio

Dixon Township Trustees

By: Michael H. [Signature]

By: Walter A. White

By: Steven Orr

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Appendix A

Operator shall:

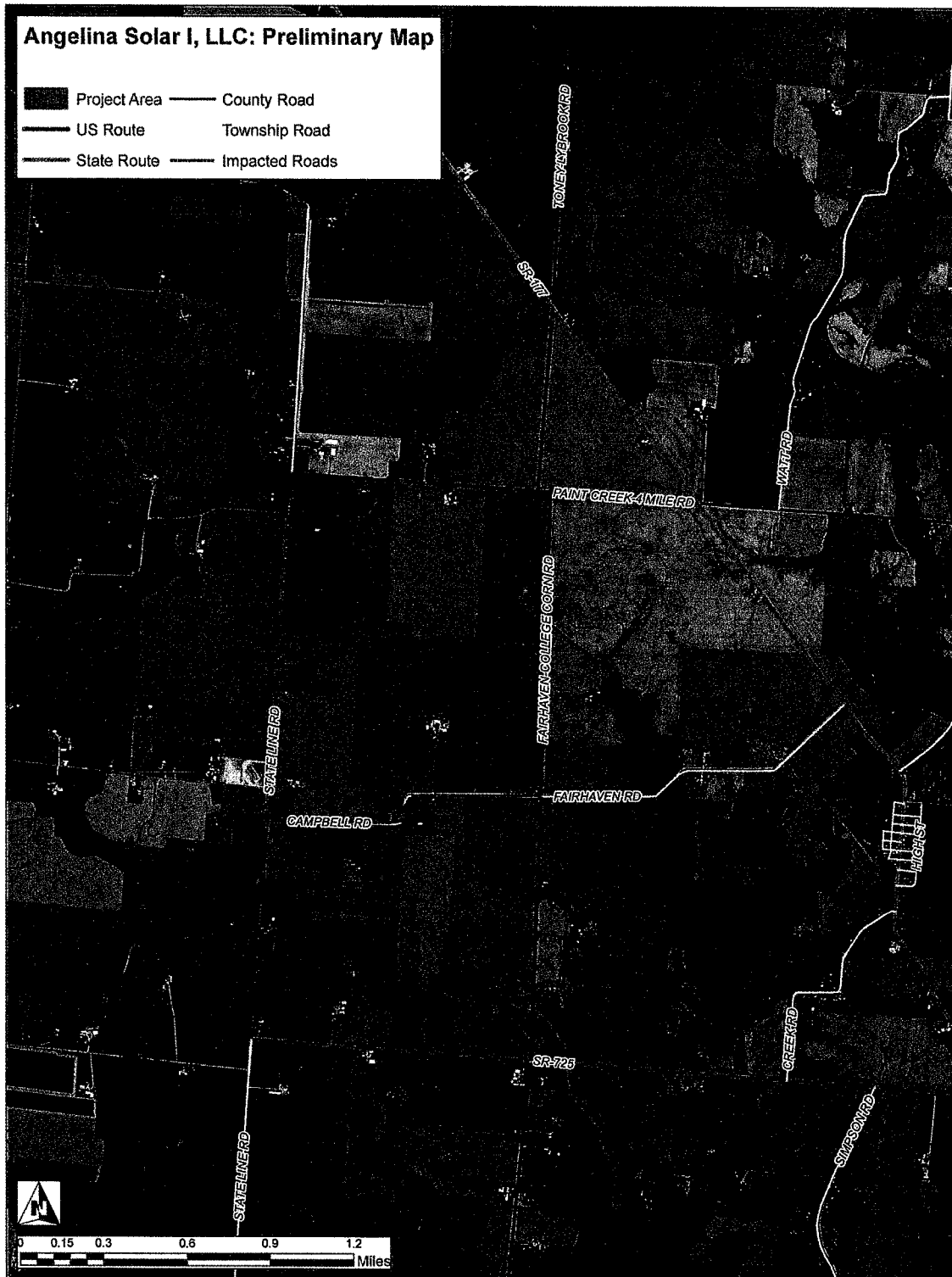
- 1) Provide for videotaping of the road prior to the Activity. This videotaping cannot occur during the months of February, March, or April.
- 2) Provide an engineering report detailing road conditions existing prior to the Activity. The Report must detail the road conditions in months other than February, March, and April. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading specific roadway areas to handle anticipated Activity.
- 3) Make the upgrades or repairs required under this Agreement using substantially similar materials as those existing prior to the Activity and in accordance with the most current material standards as published by the Ohio Department of Transportation.
- 4) Repair Impacted Roads during Activities for those damages caused by said Activities, as described in Section 3 of this Agreement.
- 5) Be responsible for all repairs to the pavement structure as described herein for the duration of this project – Notice of Commencement through Decommissioning.
- 6) Comply with any setbacks required by the Certificate of Environmental Compatibility and Public Need issued to Operator by the Ohio Power Siting Board.
- 7) Reimburse Authority up to \$100,000 for (i) the cost incurred by Authority, including any purchases of equipment, to complete the high resolution LiDAR mapping activity described as item 3, below, and (ii) documented costs incurred by Authority from the time of Application through final decommissioning of the Project to reimburse the costs of consultant fees found needed by the County Engineer if it is suspected that the Operator caused undue damage leading up to but not including failure of a road or bridge. This amount is in addition to, and is not a limitation upon any other financial obligations of Operator under this Road Use Maintenance Agreement. Authority shall provide Operator with receipts of purchases related thereto at the address and means stated in Section 20 entitled "Notice" of this Road Use Maintenance Agreement. Operator shall make a timely reimbursement within 60 days of receipt of the provided receipts. Operator shall make the reimbursement payments to Authority at the address and by means provided in Section 20.

Authority shall:

- 1) Provide repairs to the Impacted Roads during the Activity for damages not caused by said Activity, at the Authority's cost and expense.
- 2) Provide for routine and customary maintenance of the Impacted Roads to ensure safe passage during the Activity, at the Authority's cost and expense, including snow/ice control, mowing, etc.
- 3) Use high resolution LiDAR mapping technology on the roadways to document their integrity prior to any construction and after construction is completed, and prior to decommissioning and after the project has been decommissioned.

Appendix B

Preliminary Map follows on subsequent page, to be replaced by Final Map



CONTINUATION OF BUSINESS FOR AUGUST 26, 2020

FINANCIAL CONSIDERATIONS

Commissioner Day moved to adopt the following resolution.

Commissioner Creech seconded the motion for adoption.

PREBLE COUNTY COMMISSION RESOLUTION

#403-20-192

TO APPROVE THE ANGELINA SOLAR I LLC QUALIFIED ENERGY PROJECT
APPLICATION FOR CERTIFICATION

WHEREAS, Ohio Revised Code Section 5727.75 allows a “qualified energy project” using renewable energy resources to be exempt from real and tangible personal property taxation if certain conditions are satisfied (“Qualified Energy Project”); and,

WHEREAS, a Qualified Energy Project is defined as an energy project certified by the Director of the Development Services Agency of Ohio (“Ohio DSA”); and,

WHEREAS, a Qualified Energy Project is certified by the Director of Ohio DSA in accordance with the provisions of Ohio Administrative Code Chapter 122:23-1; and,

WHEREAS, Angelina Solar I, LLC (the “Company”) desires to construct a new 80 megawatt nameplate capacity solar photo-voltaic facility currently pending before the Ohio Power Siting Board (“OPSB”), with a potential 20 megawatt increase through a future OPSB application, on multiple parcels of land located within Israel and Dixon Townships, Preble County, Ohio (the “Project”); and,

WHEREAS, the Company submitted a Qualified Energy Project Application for Certification to the Director of Ohio DSA on July 14, 2020 and an amended Qualified Energy Project Application for Certification to the Director of Ohio DSA on August 13, 2020 (the “Application for Certification”), copies of which are attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, pursuant to R.C. Section 5727.75(E)(1)(b), the Board of County Commissioners of Preble County, Ohio (the “Board”) must adopt a resolution pursuant to R.C. Section 5727.75(E)(1)(b) approving or rejecting the Project’s Application for Certification; and,

WHEREAS, the Board may require an annual service payment to be made in addition to the service payment required under section 5727.75(G) of the Revised Code, provided the sum of the service payment required in the resolution and the service payment required under section 5727.75(G) of the Revised Code shall not exceed \$9,000 per megawatt of nameplate capacity located in the County and the resolution specifies the time and manner in which the payments required by the resolution shall be paid to the County’s Treasurer; now, therefore, be it

RESOLVED By The Board of County Commissioners, Preble County, Ohio, that:

Section 1. The Board hereby approves the Project’s Application for Certification as submitted to the Ohio Development Services Agency on July 14, 2020 and an amended Qualified Energy Project Application for Certification to the Director of Ohio DSA on August 13, 2020, which shall exempt the Project, pursuant to section 5727.75 of the Revised Code, from otherwise applicable public utility personal property taxes and real property taxes.

Section 2. The approval of the Project’s Application for Certification pursuant to this Resolution is expressly conditioned upon the payment by the Company, or successor owner of the Project, of an annual service payment in lieu of taxes (“PILOT”) and an additional annual service payment as provided in section 5727.75(E) and (G) of the Revised Code, and as more specifically set forth as follows:

(A) The amount of the annual PILOT shall be \$7,000 per megawatt, as set forth in section 5727.75(G) of the Revised Code.

(B) The amount of the addition annual service payment shall be \$2,000 per megawatt. See R.C. 5727.75(G) and R.C. 5727.75(E)(1)(b).

CONTINUATION OF BUSINESS FOR AUGUST 26, 2020

RESOLUTION #403-20-192 CON'T

(C) The Project that is exempted from taxation under this Resolution shall make the annual PILOT and additional annual service payments to the Preble County Treasurer. The payments shall be required and paid for each tax year for which an exemption is granted. The combined annual payments shall be equal to \$9,000.00 for each megawatt of nameplate capacity of the alternative energy facility. The payments shall be charged and collected at the same time and in the same manner as the taxes that would ordinarily be imposed on the taxable property.

(D) The Preble County Treasurer shall deposit the annual PILOT into the appropriate fund of the County and shall make distribution of the funds derived from the PILOT to the taxing districts according to the millage in the respective taxing districts. The additional annual service payment shall be deposited into the general fund of the County in accordance with section 5727.75(E) of the Revised Code.

Section 3. This Resolution applies only to the Project, and the adoption of this Resolution shall not constitute approval of an Alternative Energy Zone pursuant to R.C. Section 5727.75(E)(1)(c), is not binding upon the County for any potential future Qualified Energy Project, and shall not be construed as precedent for the County's potential adoption and/or denial of any PILOT tax abatement for any such potential future project.

Section 4. All formal actions relative to the passage of this Ordinance were taken in an open meeting of this Board, and all deliberations of the Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including R.C. Section 121.22.

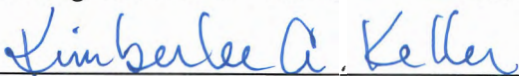
Section 5. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

ON CALL OF ROLL AND UPON ACCEPTANCE OF THE SAME, THE VOTE WAS AS FOLLOWS:

Commissioner Day, Yes
Commissioner Creech, Yes
Commissioner Robertson, Yes

CERTIFICATION OF CLERK

I, Kimberlee A. Keller, being the duly-appointed Clerk of the Board of Preble County Commissioners, do hereby attest that the foregoing is a true exact copy of Preble County Commission Resolution #403-20-192 approved and adopted on this 26th day of August, 2020, in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.



Kimberlee A. Keller, Clerk

Ohio Qualified Energy Project Tax Exemption
Program Application for Certification



Development
Services Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

Instructions: This application is to be completed by an owner or lessee pursuant to a sale and leaseback transaction of an energy project which seeks to obtain certification as a Qualified Energy Project under Ohio Revised Code (ORC) section 5727.75 and Ohio Administrative Code sections 122:23-1-01 through 122:23-1-10. This application should only be submitted for energy projects (1) whose alternating current nameplate capacity exceeds 250 kilowatts, and (2) the electricity generated will be supplied to a third party or is subject to a net metering agreement.

If you have any questions about this application, please contact John Werkman, Assistant Chief, Business Services Division:

(614) 466-6791 | John.Werkman@development.ohio.gov

A complete application (including all required attachments) will be considered received when delivered to the following address:

Ohio Development Services Agency
Office of Strategic Business Investments
Attn: John Werkman, 28th Floor
77 S. High St.
Columbus, OH 43215

PART I: Applicant Information

Type of Applicant: ☒ Owner ☐ Lessee

Applicant Legal Name: Angelina Solar I, LLC

Applicant Address: 1105 Navasota Street

Applicant City, State, Zip: Austin, TX 78702

Applicant FEIN: 30-0955880

Applicant State of Incorporation: Delaware

Ohio Secretary of State Registration Number: 201629300246

Applicant Contact Name: Douglas Herling

Applicant Contact Address: 1105 Navasota Street

Applicant Contact City, State, Zip: Austin, TX 78702

Applicant Contact Phone: 512-524-1195

Applicant Contact Email: doug@openroadrenewables.com

PART II: Project Information

Type of Energy Resource: (Check one)

☒ Renewable Energy – Solar ☐ Renewable Energy – Wind

☐ Renewable Energy – Other (please describe)

Estimated Construction Start Date: November 01, 2021

Estimated Construction Completion Date: October 31, 2022

Project Description:

Angelina Solar I, LLC is a proposed solar photo-voltaic facility located west of Camden in Preble County, OH. Angelina will consist of solar modules affixed to single-axis tracking or fixed-tilt racking that is mounted on support pilings. The direct current (DC) electricity generated when the sun strikes the modules feeds to central inverters which step up the voltage and change the electricity from DC to AC. Underground 34.5 kV cables transport the AC electricity to Angelina's substation consisting of transformers and switchgear, which connects to AEP's College Corner 138kV Substation. Other project infrastructure includes security fencing, gravel access roads, solar measurement equipment, and a control room.

PART II Continued...

Alternating Current Nameplate Capacity of Facility in Megawatts (MW): 80 MW

Project Address: State Line Road and Campbells Road

Project Local Jurisdiction(s): Israel Township and Dixon Township

Project County(ies): Preble County

List each fire department/emergency responder force serving any part of the project site:

College Corner Fire & EMS, Preble County Sheriff

Include an attachment identifying all real property parcels projected to be affected by the project. **Attachment A – See attached template**

Include a list of all taxing units projected to be affected by the project, including mailing addresses. **Attachment B – See attached template**

Include a list of all licenses, permits and approvals required to be obtained. **Attachment C – See attached template**

PART III: Certification


I certify to the State of Ohio, through the Ohio Development Services Agency (ODSA), that I hold the position and title set forth below and that I am duly authorized by the Applicant to submit this application for certification of an energy project pursuant to Ohio Revised Code Section 5727.75.

- I further certify to the State as follows:
1. The information provided by the Applicant in this application is true, correct, and complete. I understand that ODSA will rely on the information provided in this application to make a determination with respect to an award of economic development assistance, and I acknowledge that certain false statements made in this application or failure to provide requested information may cause the Applicant to be ineligible to receive the economic development assistance requested in the application or any future economic development assistance from the state.
 2. No portion of the energy facility that is part of the energy project which is the subject of the application supplied electricity before December 31, 2009.
 3. As of the date of this application, the Applicant has complied with all regulations applicable to the energy project which is the subject of the application, and the Applicant acknowledges its obligation to continue to comply with all applicable regulations.
 4. As of the date of this application, the Applicant has complied with the provisions of Section 5727.75(F)(8) of the Revised Code regarding offers to sell power or renewable energy credits from the energy project.

I acknowledge that the application for certification must be complete and accompanied by all required supporting documentation to be considered by ODSA.

Name of Authorized Representative: Mike Volpe

Position/Title: Vice President

Signature: 

Date: 7/14/2020

Ohio Qualified Energy Project Tax Exemption
Program Application for Certification



Development
Services Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

Instructions: This application is to be completed by an owner or lessee pursuant to a sale and leaseback transaction of an energy project which seeks to obtain certification as a Qualified Energy Project under Ohio Revised Code (ORC) section 5727.75 and Ohio Administrative Code sections 122:23-1-01 through 122:23-1-10. This application should only be submitted for energy projects (1) whose alternating current nameplate capacity exceeds 250 kilowatts, and (2) the electricity generated will be supplied to a third party or is subject to a net metering agreement.

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☐ Renewable Energy – Other (please describe)

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Angelina Solar I, LLC is a proposed solar photo-voltaic facility located west of Camden in Preble County, OH. Angelina will consist of solar modules affixed to single-axis tracking or fixed-tilt racking that is mounted on support pilings. The direct current (DC) electricity generated when the sun strikes the modules feeds to central inverters which step up the voltage and change the electricity from DC to AC. Underground 34.5 kV cables transport the AC electricity to Angelina's substation consisting of transformers and switchgear, which connects to AEP's College Corner 138kV Substation. Other project infrastructure includes security fencing, gravel access roads, solar measurement equipment, and a control room.

PART II Continued...

80 MWac nameplate capacity with a potential 20 MWac

Alternating Current Nameplate Capacity of Facility in Megawatts (MW): increase through a future OPSB application

Project Address: State Line Road and Campbells Road

Project Local Jurisdiction(s): Israel Township and Dixon Township

Project County(ies): Preble County

List each fire department/emergency responder force serving any part of the project site:

College Corner Fire & EMS, Preble County Sheriff

Include an attachment identifying all real property parcels projected to be affected by the project. **Attachment A – See attached template**

Include a list of all taxing units projected to be affected by the project, including mailing addresses. **Attachment B – See attached template**

Include a list of all licenses, permits and approvals required to be obtained. **Attachment C – See attached template**

PART III: Certification

I certify to the State of Ohio, through the Ohio Development Services Agency (ODSA), that I hold the position and title set forth below and that I am duly authorized by the Applicant to submit this application for certification of an energy project pursuant to Ohio Revised Code Section 5727.75.


I further certify to the State as follows:

1. The information provided by the Applicant in this application is true, correct, and complete. I understand that ODSA will rely on the information provided in this application to make a determination with respect to an award of economic development assistance, and I acknowledge that certain false statements made in this application or failure to provide requested information may cause the Applicant to be ineligible to receive the economic development assistance requested in the application or any future economic development assistance from the state.
2. No portion of the energy facility that is part of the energy project which is the subject of the application supplied electricity before December 31, 2009.
3. As of the date of this application, the Applicant has complied with all regulations applicable to the energy project which is the subject of the application, and the Applicant acknowledges its obligation to continue to comply with all applicable regulations.
4. As of the date of this application, the Applicant has complied with the provisions of Section 5727.75(F)(8) of the Revised Code regarding offers to sell power or renewable energy credits from the energy project.

I acknowledge that the application for certification must be complete and accompanied by all required supporting documentation to be considered by ODSA.

Name of Authorized Representative: Mike Volpe

Position/Title: Vice President

Signature: 

Date: 8/13/2020

Attachment A - Real Property Listing

Parcel Number	Owner of Record	Address	County	Acreage for Improvements	Real Property Used Exclusively for Power Production?	Solar Infrastructure
E18610700000004002	Broerman Family, LLC	5569 State Route 725 W	Preble	51.86	Yes	Solar Array
E18610700000002000	Broerman Family, LLC	5569 State Route 725 W	Preble	87.94	Yes	Solar Array
E18610710000003002	Erin Chapin	8971 Campbell Road	Preble	6	No	Buried Collection System
E18610710000003000	Scott Chapin	9928 Campbell Road	Preble	5.001	Yes	Solar Array
E18610710000002000	Dave Giffen	7352 State Line Road	Preble	26	Yes	Solar Array
E18610600000004000	Dave Giffen	7352 State Line Road	Preble	63.2	Yes	Solar Array
E18610720000003000	Dave Giffen	7352 State Line Road	Preble	38.34	Yes	Solar Array
E18610700000004001	Dave and Dorothy Giffen	7352 State Line Road	Preble	55.368	Yes	Solar Array
E18610610000001000	Richard and Carol Giffen	5651 Trenton Road	Preble	83.52	Yes	Solar Array
E18610720000001000	Jackson Family Revocable Trust	8584 State Route 725 W	Preble	104	Yes	Solar Array
E18610600000003001	Ross & April McCampbell	13931 Monroeville Road	Preble	34.472	Yes	Solar Array
E18610700000004000	Michael & Frankie Proffitt	1733 West Elkton Road	Preble	5.5	Yes	Solar Array
E18610700000004000	Ryan Schwegman	1128 Camden College Corner Road	Preble	41.182	Yes	Solar Array
A017132300000001000	Gary Stahlheber	7208 Eaton Oxford Road	Preble	120.635	Yes	Solar Array
A017131400000001001	Gary Stahlheber	7208 Eaton Oxford Road	Preble	80.356	Yes	Solar Array
E18610600000002001	Gary Stahlheber	7208 Eaton Oxford Road	Preble	79.494	Yes	Solar Array
E18610710000003001	Gary Stahlheber	7208 Eaton Oxford Road	Preble	68.999	Yes	Solar Array

Attachment B - Taxing Unit Listing

Taxing Authority (see ORC 5705.01(C))		Taxing Authority Name	Taxing Authority Address	Taxing Authority City	Taxing Authority Zip Code
Trustees of the Eaton Community SD School Board		Eaton Community SD School Board	306 Eaton Lewisburg Road	Eaton	45320
Israel Township Trustees		Israel Township Board of Trustees	10893 SR 177	College Corner	45003
Dixon Township Trustees		Dixon Township Board of Trustees	7170 California School Rd.	Eaton	45320
Preble County District Library		Preble County Comissioners	101 East Main Street	Eaton	45320
Trustees of the MVCTC School Board		MVCTC School Board	6800 Hoke Road	Englewood	45315
Preble County Comissioners		Preble County Comissioners	101 East Main Street	Eaton	45320

Attachment C - Licenses, Permits and Approvals

Name of Licence, Permit or Approval		Granting Authority	Status	Application/Issuance Date	Expiration Date	Renewal Required?
Certificate of Environmental Compatibility and Public Need		Ohio Power Siting Board	In Process	12/3/2018	5-years from issuance	No
IRUC Order		IRUC	Complete	3/4/2020	5-years from issuance	No
Interconnection Services Agreement		PJM/FERC	In Process	NA	Duration of facility	No
Nationwide Permits		USFWS	Not complete	NA	NA	N
Road Use Permit		ODOT	Not complete	NA	NA	N
SWPPP		Ohio EPA/SWCD	Not complete	NA	NA	N
Subdivision Approval		Preble County	Not complete	NA	NA	N
Driveway Permit(s)		ODOT/Preble County	Not complete	NA	NA	N
Road Use & Maintenance Agreement		ODOT/Preble County	Complete	12/9/2019	NA	N
Vegetation Management Plan		OPSB	Not complete	NA	NA	N
Landscape & Lighting Plan		OPSB	Not complete	NA	NA	N
Storm Water Pollution Prevention Plan		Ohio EPA	Not complete	NA	NA	N
Water Protection Permits (Section 404/401)		Ohio EPA/USACE	Not complete	NA	NA	N
Transportation Management Plan		OPSB/ODOT/Preble County	Not complete	NA	NA	N
Frac-Out Plan		Ohio EPA/OPSB	Not complete	NA	NA	N
Notice of Approval of Power Generating Company		PUCO	Not complete	NA	NA	N
Notice of Authorization to Generate & Sell RECs		PUCO	Not complete	NA	NA	N
REC Account Agreement with PJM EIS		PJM	Not complete	NA	NA	N
Acknowledgment of Resource Entity Registration		PJM	Not complete	NA	NA	N
Standard Form Resource Entity Agreement		PJM	Not complete	NA	NA	N
Permit for Fill Material		Preble County Engineers	Not complete	NA	NA	N
Heavy Loads/Wide Loads Permit		Preble County Engineers	Not complete	NA	NA	N
Special Hauling Permits		ODOT	Not complete	NA	NA	N
Road Crossing Permits		ODOT or County Engineers	Not Complete	NA	NA	N

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 18-1579-EL-BGN

Summary: Testimony Second Supplemental Direct Testimony of Douglas Herling electronically filed by Mr. Michael J. Settineri on behalf of Angelina Solar I, LLC