

PUCO EXHIBIT FILING

FILE

Date of Hearing: 2/28/2023

Case No. 21-868-EL-B&N

PUCO Case Caption: In the Matter of the Application of
Scioto Farms Solar Project, LLC, for a Certificate of
Environmental Compatibility and Public Need to
Construct a Solar-Powered Electric Generation
Facility in Pickaway County, Ohio
Volume II

List of exhibits being filed:

Applicant Exhibit 33

Chenback's Exhibits 4, 6, 7, 13

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**CROSSFIRST
BANK**

Completed Wire Details

Debit Information

Template name: PJM
Wire type: Domestic wire
Account: Savion LLC - [REDACTED]
Security code:
Effective date: 03/05/2020
Amount: \$100,000.00
Currency: USD
Entered by: SHILTON
Entry date/time: 03/05/2020 11:27:34 AM (ET)
Transmitted by: MALEXANDER
Transmit date/time: 03/05/2020 03:20 PM (ET)
Status: CONFIRMED
Confirmation number: 1281100481
Reference number: 20200305MMQFMPGC000088

Recipient Information

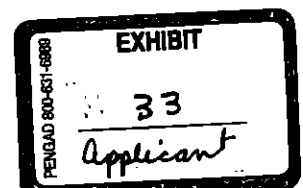
Bank ID type: ABA
Bank ID: 031207607
Bank name: PNC BANK, NATIONAL ASSOCIATION
Bank address 1: CHERRY HILL
Bank address 2: NJ
Bank address 3:
Recipient account: [REDACTED]
Recipient name: PJM Interconnection
Recipient address 1: 2750 Monroe Blvd
Recipient address 2: Audubon, PA 19403
Recipient address 3:
Additional information for recipient: AD2-162 Scioto Farms Facilities Study

First Intermediary Information

Bank ID type:
Bank ID:
Intermediary account:
Bank name:
Bank address 1:
Bank address 2:
Bank address 3:

Second Intermediary Information

Bank ID type:
Bank ID:
Intermediary account:
Bank name:



Bank address 1:

Bank address 2:

Bank address 3:

Wire Initiator Information

Wire Initiator name: Savlon, LLC

Wire initiator address 1: 422 Admiral Blvd

Wire initiator address 2: Kansas City, MO 64106

Wire initiator address 3:

Approval History Information

Approval status: 2 of 2 received

Action	User ID	Date	Time
Enter Request	SHILTON	03/05/2020	11:27:34 AM (ET)
Approve Request	GCOVENTRY	03/05/2020	02:34:32 PM (ET)
Approve Request	MALEXANDER	03/05/2020	03:20:31 PM (ET)

BEFORE THE OHIO POWER SITING BOARD

In the Matter of the Application of Scioto)
Farms Solar Project, LLC, for a Certificate) Case No. 21-868-EL-BGN
of Environmental Compatibility and Public)
Need to Construct a Solar-Powered Electric)
Generation Facility in Wayne Township,)
Pickaway County, Ohio)

**APPLICANT SCIOTO FARMS SOLAR PROJECT, LLC'S RESPONSES AND
OBJECTIONS TO THE SECOND SET OF INTERROGATORIES
PROPOUNDED BY INTERVENORS SCARLETT EBENHACK, SUZANNAH M.
EBENHACK, THOMAS E. EBENHACK, THOMAS J. EBENHACK, AND WESLEY
EBENHACK**

Now comes Applicant Scioto Farms Solar Project, LLC ("Scioto Farms"), and pursuant to Chapter 4906-2 of the Ohio Administrative Code, hereby responds and objects to the Second Set of Interrogatories Propounded ("Interrogatories") by Intervenors Scarlett Ebenhack, Suzannah M. Ebenhack, Thomas E. Ebenhack, Thomas J. Ebenhack, and Wesley Ebenhack ("Intervenors") as follows:

GENERAL OBJECTIONS

1. Scioto Farms objects to the Interrogatories to the extent they impose obligations inconsistent with or greater than those required under Chapter 4906-2 of the Ohio Administrative Code. Scioto Farms' responses shall not waive or prejudice any objection it may later assert, including but not limited to objections regarding the admissibility of any of the answers or responses hereto.

2. Scioto Farms objects to each instruction to the extent such instruction purports to impose obligations inconsistent with or greater than those required by Chapter 4906-2 of the Ohio Administrative Code.

3. Scioto Farms objects to each Interrogatory and part thereof to the extent that the Intervenors assert that their definitions for words are binding upon Scioto Farms, or purport to impose obligations inconsistent with or greater than those required by Chapter 4906-2 of the Ohio Administrative Code.

4. Scioto Farms objects to each Interrogatory and part thereof to the extent they call for the disclosure of information protected by: (a) the attorney-client privilege; (b) the attorney work product doctrine; (c) joint defense privilege; or (d) any privilege relating to confidential trade

secrets or confidential communications; (d) the right of privacy; or (e) any other privilege. Any inadvertent identification or production of documents subject to any such privilege shall not waive those privileges.

5. Scioto Farms objects to the Interrogatories to the extent they are not relevant to the claims or defenses of this action, reasonably calculated to lead to the discovery of admissible evidence, or proportional to the needs of the case.

6. Scioto Farms objects to the Interrogatories to the extent they would require the production of parole evidence regarding fully-integrated contracts.

7. Scioto Farms objects to the Interrogatories to the extent they would require the production of proprietary and/or trade secret protected material.

8. Scioto Farms objects to these Interrogatories to the extent they purport to call for legal conclusions or require Scioto Farms to perform legal research for the Intervenor.

9. Scioto Farms objects to these Interrogatories to the extent that they seek disclosure of information that is within the exclusive possession, custody, or control of the Plaintiff, or other persons or entities over whom Scioto Farms has no control or right of control. The following responses made on behalf of Scioto Farms are not on behalf of any other entities or persons.

10. Scioto Farms objects to the Interrogatories to the extent they are overly broad, vague, ambiguous, unduly burdensome, oppressive and/or not reasonably limited in scope and time.

11. Scioto Farms objects to the Interrogatories to the extent that they purport to call for answers that are dependent, in whole or in part, on information to be obtained from the Intervenor or another person in the course of discovery.

12. Scioto Farms objects to each instruction to the extent any instruction is overly broad, unduly burdensome, and/or calls for speculation.

13. Scioto Farms objects to each instruction to the extent any instruction purports to propound additional discovery requests and/or to broaden the scope or breadth of the existing discovery requests.

14. Scioto Farms objects to the definition of "document" to the extent such definition is vague, overly broad, and/or unduly burdensome.

15. Scioto Farms objects to each Interrogatory and part thereof to the extent that they purport to call for information not known to Scioto Farms, nor reasonably ascertainable by it.

16. Scioto Farms objects to each Interrogatory and part thereof to the extent that they seek disclosure of information that is confidential, proprietary, financially sensitive, or of a

confidential nature which outweighs any arguable relevance the information could have to this proceeding.

17. Scioto Farms objects to the Interrogatories to the extent they seek information that is unreasonably cumulative or duplicative of other discovery requests, or is obtainable from some other source that is more convenient, less burdensome, or less expensive.

18. Scioto Farms objects to these Interrogatories to the extent they seek information and/or documents that are already within Plaintiff's possession, custody, or control, or that is publicly available.

19. Scioto Farms' objections as set forth herein are based upon information presently known to it. As such, Scioto Farms reserves the right to (a) rely on facts, documents, or other evidence which may develop or subsequently come to its attention, (b) assert additional objections or supplemental responses should it discover additional information or grounds for objections, and (c) supplement or amend these responses at any time.

20. Scioto Farms reserves the right to add to, subtract from, or clarify any objection or response.

21. Scioto Farms' objections are continuing in nature, and they reserve the right to raise additional objections, provide supplementary responses, and/or seek appropriate relief if and as necessary.

22. By responding to the Interrogatories, Scioto Farms does not waive any objection to the admissibility, competency, relevancy, materiality, confidentiality or privilege attaching to any document, communication or information identified or supplied, nor to the right to object to additional discovery relating to the subject matter of the interrogatories, document requests, and requests for admission herein.

23. Scioto Farms reserves the right to object to any additional discovery procedures initiated by the Intervenor and/or to file a motion for protective order regardless of whether or not any such subsequent discovery proceedings involve the subject matter or substantially the same areas of inquiry covered by these Interrogatories.

Subject to and without waiving these general objections, which are hereby incorporated by reference into the responses below, Scioto Farms submits the following responses and specific objections to the Interrogatories:

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

Interrogatory 1: Identify all communications that Scioto, including its counsel, has had with the OPSB or any of its members regarding this Case or the Project.

RESPONSE: Scioto Farms has had no communications with the OPSB or any of its members apart from public filings or communications on which counsel for the Intervenors were copied.

Interrogatory 2: Identify all communications that Scioto, including its counsel, has had with OPSB Staff or their attorneys regarding this Case or the Project.

RESPONSE: Scioto Farms has had ongoing routine communications relative to docket filings, scheduling, and the like with counsel for the OPSB and its Staff. After each intervenor filed a petition to intervene, future such communications copied the intervenor's counsel. Further responding, on or about December 28, 2022, Dylan Borchers contacted OPSB counsel regarding possible settlement discussions.

Interrogatory 3: Identify all communications that Scioto, including its counsel, has had with any intervenors or other intervenors' counsel to this Case.

RESPONSE: Scioto Farms objects to this interrogatory insofar as it is overly broad, vague, and unduly burdensome. Subject to and without waiving these or its General Objections, Scioto Farms states that it has had ongoing routine communications with intervenors' counsel relative to docket filings, schedule, and other case matters. Scioto Farms representatives Bill Chilson and Mark Carney met with Wayne Township Trustee Brenna Gibson and fiscal officer John Hoffman on August 5, 2021. Meetings were held involving Wayne Township Trustees Brenna Gibson, Kenny Davis, and William Hamman; Wayne Township's counsel Tony Chamberlain; Scioto Farms representative Jim Woodruff; and Scioto Farms' counsel Dylan Borchers on August 1 and November 2, 2022. Scioto Farms has also communicated on a number of other occasions with Trustees and counsel for Wayne Township to provide information and seek to schedule a meeting to discuss any issues Wayne Township has with the Project; however, Wayne Township has refused to have any further meeting. Documents reflecting these communications will be produced. Scioto Farms has had a number of communications and meetings with the Ebenhack Intervenors, which are known to them and their counsel. Scioto Farms has had communications with members of the IBEW, and its counsel has had communications with OP&E, including a meeting on January 12, 2023.

Interrogatory 4: For all experts and other persons that will testify in the hearing of this Case, identify all cases (including a case caption, case number, and the court/agency where the

proceeding took place) in which these experts and other persons previously testified, filed comments, or filed written testimony.

RESPONSE: Scioto Farms objects to this interrogatory as overly broad, vague, and unduly burdensome insofar as it has no limitation as to time or who was involved in the communications. Further objecting, this interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible information. Further objecting, this interrogatory seeks information that is protected by the attorney-client and/or attorney work product privileges. Subject to and without waiving these or its General Objections, below is a chart containing the requested information for those of Scioto Farms' currently-identified testifying expert witnesses who have responsive information:

Witness	Response			
James Cook	Deposition for unknown case (not solar related; real estate development work 17 years ago).			
Courtney Dohoney	Black Fork Wind Project (OPSB, Case No. 10-2865-EL-BGN)			
	Rockfish Solar Project (Maryland Public Service Commission Certificate of Public Convenience and Necessity Case No. 9351)			
	Birch Solar Project (OPSB, Case No. 20-1605-EL-BGN)			
	Ashwood Solar Project (Kentucky State Board on Electric Generation and Transmission Siting, Case No. 2020-00280)			
JoAnne Blank	Jurisdiction	Year	Case or Docket Number	Project Name
	Wisconsin PSC	2011	Docket 2535-CE-100	Highland Wind Farm
	Wisconsin PSC	2018	Docket 9696-CE-100 Docket 9696-CE-101	Two Creeks Solar and Two Creeks Transmission Line
	South Dakota PUC	2018	Docket EL18-053	Deuel Harvest North Wind
	Wisconsin PSC	2019	Docket 9802-CE-100	Point Beach Solar
	New York State Board on Electric Siting and the Environment	2019	Case 16-F-0267	Deer River Wind
	West Virginia PSC	2019	Case 19-0483-E-CS	Black Rock
	Wisconsin PSC	2020	Docket 9804-CE-100	Grant County Solar

	Ohio PSB	2022	Case 0-1680-EL-BGN	Yellow Wood Solar
Matthew Hildreth	Application of South Branch Solar, LLC, 21-0669-EL-BGN, Ohio Power Siting Board Chalkey Solar Project, Case No. Unknown, August 2021, Calcasieu Parish Zoning Board/Police Jury, Louisiana			
Karl Gephardt	Application of Cepheus Energy Project, LLC, 21-0293-EL-BGN, Ohio Power Siting Board			
Tom Bensen	Savion, Elkhart, Indiana, Two (2) Public Hearings, August 11, 2022, and September 19, 2022			
Jim Woodruff	Written testimony and live testimony for unknown case, California Public Utilities Commission, 2004 or 2005			

Interrogatory 5: Identify all communications that Scioto has had regarding potential impacts or lack of impacts to bald eagles, other birds, and migratory waterfowl due to the Project.

RESPONSE: Scioto Farms objects to this interrogatory as overly broad, vague, and unduly burdensome insofar as it has no limitation as to time or who was involved in the communications. Further objecting, this interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible information. Further objecting, this interrogatory seeks information that is protected by the attorney-client and/or attorney work product privilege. Subject to and without waiving these or its General Objections, Scioto Farms has had communications regarding impacts or lack of impacts to bald eagles, other birds, and migratory waterfowl, as partially reflected in the Application and supporting studies. Scioto Farms is unable to identify the precise details of such communications as they are part of routine/ongoing Scioto Farms internal communications and communications with its consultants.

Interrogatory 6: Identify all communications that Scioto has had regarding potential economic impact of the Project to agricultural service companies.

RESPONSE: Scioto Farms objects to this interrogatory as overly broad, vague, and unduly burdensome insofar as it has no limitation as to time or who was involved in the communications. Further objecting, this interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible information. Further objecting, this interrogatory seeks information that is protected by the attorney-client and/or attorney work product privilege. Subject to and without waiving these or its General Objections, Scioto Farms has had communications regarding potential economic impacts of the Project to agricultural services companies. Scioto Farms is unable to identify the precise details of such communications as they

are part of routine/ongoing Scioto Farms internal communications and communications with its consultants. It is aware of the November 2, 2022 *Circleville Herald* article including statements on this topic and that communications were had regarding the article's content.

Interrogatory 7: Identify all persons who in 2022 provided seed, fertilizer, pesticides, or custom application services for use in the Project Area. For each such person, identify the dollar value of those services.

RESPONSE: Scioto Farms does not have specific information responsive to this Interrogatory.

Interrogatory 8: Identify all agricultural service companies that in 2022 served land in the Project Area by applying fertilizer, pesticides, or herbicides, by planting, cultivating, or harvesting crops, or by providing any other type of service.

RESPONSE: Scioto Farms does not have specific information responsive to this Interrogatory.

Interrogatory 9: Identify all communications that Scioto Farms has had regarding potential impact of the Project to farming operations outside of the Project Area.

RESPONSE: Scioto Farms objects to this interrogatory as overly broad, vague, and unduly burdensome insofar as it has no limitation as to time or who was involved in the communications. Further objecting, this interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible information. Further objecting, this interrogatory seeks information that is protected by the attorney-client and/or attorney work product privilege. Subject to and without waiving these or its General Objections, Scioto Farms has had communications regarding the potential impacts to farming operations outside the Project Area, including but not limited to the anticipated beneficial impact from the presence of pollinator habitat in the Project Area. Scioto Farms is unable to identify the precise details of such communications as they are part of routine/ongoing Scioto Farms internal communications and communications with its consultants.

Interrogatory 10: Identify all persons who in 2022 rented or sharecropped land in the Project Area and the number of acres farmed by each such person in 2022.

RESPONSE: Scioto Farms states it believes the following individuals have been involved in farming land in the Project Area, with applicable acreage in parentheses: Myron Metzger (223.66 acres), Ron Shaw (469.11 acres), William Hamman (378.64 acres).

Interrogatory 11: Identify the number of employees known to Scioto, other than participating landowners, who conducted farming operations on land in the Project Area in 2022.

RESPONSE: See response to Interrogatory No. 10, incorporated herein by reference. Scioto Farms does not believe it has further responsive information in its possession, custody, or control.

Interrogatory 12: Identify all communications that Scioto Farms has had regarding potential impact of the Project on the long-term soil health or productivity of the property within the Project Area.

RESPONSE: Scioto Farms objects to this interrogatory as overly broad, vague, and unduly burdensome insofar as it has no limitation as to time or who was involved in the communications. Further objecting, this interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible information. Further objecting, this interrogatory seeks information that is protected by the attorney-client and/or attorney work product privilege. Subject to and without waiving these or its General Objections, Scioto Farms has had communications regarding the long-term soil health or productivity (not defined but which Scioto Farms understands for purposes of this response to mean crop yield). Scioto Farms is unable to identify the precise details of such communications as they are part of routine/ongoing Scioto Farms internal communications and communications with its consultants.

Interrogatory 13: Identify all communications that Scioto Farms has had with persons residing on or owning land adjacent to the Project Area.

RESPONSE: Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Further objecting, this Interrogatory seeks privileged settlement communications. Subject to and without waiving these and its General Objections, Scioto Farms will produce redacted copies of responsive, non-privileged documents in its possession, custody, or control reflecting communications with persons residing on or owning land adjacent to the Project Area, upon the entry of a mutually-agreeable protective order. Further responding, Scioto Farms had communications with at least the following adjacent landowners Wesley Ebenhack, Susannah Ebenhack, Thomas Ebenhack, Scarlett Ebenhack, Tom Tootle, Matt Tootle, Bob Tootle, Terri Barbeau, Connie Kiser, Jefferson Kiser, Eric Fenstermaker, Stephen Carrico, Tracy Carrico, Shane Thompson, Kristen Sawyer, Christopher Sawyer, Shaun Watson, Colleen Watson, Theresa Ritinger, Peggy Adkins, William Hamman, Rick Lear, and Shirley Lear. These communications included but were not limited to at least the following in-person meetings:

- Wesley Ebenhack (8/3/21; 8/11/21, 10/27/21, 8/10/22, 8/30/22, 11/2/22);
- Scarlett Ebenhack (8/11/21, 10/27/21, 8/10/22);
- Susannah Ebenhack (8/11/21, 10/27/21, 8/30/22, 11/2/22);
- Thomas Ebenhack (8/11/21, 8/10/22, 8/30/22, 11/2/22);

- Tom Tootle (8/2/21, 9/28/21);
- Bob Tootle (8/2/21);
- Matt Tootle (8/2/21);
- Terri Barbeau (8/12/21);
- Connie Kiser (8/12/21);
- Jefferson Kiser (8/12/21, 9/2/21, 8/29/22);
- Stephen Carrico (8/12/21, 9/13/21);
- Shane Thompson (8/12/21, 9/14/21, 8/29/22);
- Kristin Sawyer (8/12/21, 9/14/21, 8/29/22);
- Christopher Sawyer (8/12/21);
- Shaun and Colleen Watson (9/15/21);
- Theresa Rittinger (9/2/21);
- William Hamman (8/3/21, 9/2/21, 8/29/22); and
- Rick and Shirley Lear (1/10/23).

Scioto Farms also had communications with adjacent landowners at or on the day of the public information meeting, the local public hearing, and during multiple other visits to the community.

Interrogatory 14: Identify all persons to whom Scioto has offered a good neighbor agreement relating to the Project.

RESPONSE: Scioto Farms objects to this interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to this discovery of admissible information. Further objecting, this interrogatory seeks disclosure of information precluded from disclosure by confidentiality agreements. Subject to and without waiving these or its General Objections, Scioto Farms states that it had communications regarding possible good neighbor agreements with the following persons: Stephen and Tracy Carrico; Shane Thompson; Kristin and Christopher Sawyer; Shaun and Colleen Watson; William Hamman; Theresa Rittinger; Peggy Adkins; Connie Kiser; and members of the Ebenhack Family.

Interrogatory 15: Identify all persons who have signed a good neighbor agreement relating to the Project.

RESPONSE: Scioto Farms objects to this interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to this discovery of admissible information. Further objecting, this interrogatory seeks disclosure of information that is precluded from disclosure by confidentiality agreements. Subject to and without waiving these or its General Objections, Scioto Farms states that it has executed five good neighbor agreements relative to the Project. Further responding, it will produce redacted copies of the executed versions of these agreements upon the entry of a mutually-agreeable protective order.

Interrogatory 16: Identify all communications with persons who have been offered, or have signed, a good neighbor agreement relating to the Project.

RESPONSE: Scioto Farms objects to this interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to this discovery of admissible information. Further objecting, this interrogatory seeks disclosure of information that is precluded from disclosure by confidentiality agreements. Further, it seeks a lengthy narrative response that is ill-suited to this form of discovery. Subject to and without waiving these or its General Objections, Scioto Farms will produce redacted copies of non-privileged, responsive documents in its possession, custody, or control upon the entry of a mutually-agreeable protective order.

Interrogatory 17: Identify all communications by Scioto requesting or encouraging persons to submit comments or other written communications to OPSB in support of the Project.

RESPONSE: Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Subject to and without waiving these and its General Objections, Scioto Farms is producing responsive, non-privileged documents in its possession, custody, or control reflecting the requested communications. Further responding, Scioto Farms has had such communications with the following: IBEW, Molly Tootle, Tom Tootle, Bob Tootle, Matt Tootle, Ohio Environmental Council, Wal-Mart, AEP, NRDC, Columbus Sunrise Movement; Columbus State Community College Sustainability Student Group; Energy and Environmental Law Society - Capital University Law School; Ohio University Office of Sustainability; ClimateActionNow; OSU Sierra Club; OSU Energy & Environmental Law Society; Ohio Wesleyan Tree House; and Denison Sustainability Fellows.

Interrogatory 18: Identify all communications by Scioto encouraging or requesting that persons testify in support of the Project at the local public hearing in this Case.

RESPONSE: Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Subject to and without waiving these and its General Objections, Scioto Farms will produce responsive, non-privileged documents in its possession, custody, or control reflecting the requested communications upon the entry of a mutually-agreeable protective order.

Interrogatory 19: Identify all persons, including pollsters, who have had communications with Pickaway County residents about the Project in order to encourage their support for the Project or to solicit their views about the Project. Identify all such communications.

RESPONSE: Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Subject to and without waiving these and its General Objections, the following persons had such communications with Pickaway County residents: Jim Woodruff, James Cook, Mark Carney, Erik Anderson, Harry Rubin, Aubree Muse, Bill Chilson, Kimberly Schreckengost, Jenny Nicolas, Mike Hartley, Courtney Donohy, ERSG representatives on issues of emergency response and fire (Michelle Hoffman, Tom Benson, Nick Warner), IBEW representatives and other members of labor professions, and representatives of KAOH Media (Kelly O'Neil, Ryan Brennell, Allan Hug).

Interrogatory 20: Identify all communications, documents, reports, analyses, or studies regarding the local public's opposition to or support of the Project.

RESPONSE: See responses and objections to Interrogatories Nos. 3 and 19, incorporated herein by reference. Further objecting, this interrogatory seeks information that is protected by the attorney-client and/or attorney work product privileges.

Interrogatory 21: Identify all persons, including pollsters, who have had communications with residents of Pickaway County about the Project on Scioto's behalf.

RESPONSE: See responses and objections to Interrogatories Nos. 3 and 19, incorporated herein by reference.

Interrogatory 22: Identify the location of all bald eagle nests inside or within 2.5 miles of the Project Area.

RESPONSE: Scioto Farms objects to this request as overly broad insofar as 2.5 miles exceeds even guidance applicable to wind facilities and is well in excess of a reasonable radius from the Project Area for consideration in the case of a solar facility. Further, Scioto Farms objects as this interrogatory partially seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible information. Subject to and without waiving these and its General Objections, Scioto Farms states that it performed a survey of the U.S. Fish & Wildlife Service's recommended radius of 660', and there are no bald eagle nests within this radius of the Project Area.

Interrogatory 23: Identify all persons who have sold land to Scioto, Candela, an affiliate of Scioto or Candela, or a predecessor in interest for Scioto or Candela for use in the Project and identify the number of such acres sold by each person.

RESPONSE: None.

Interrogatory 24: Identify all persons who have provided Scioto, Candela, an affiliate of Scioto or Candela, or a predecessor in interest for Scioto or Candela with an option to purchase land for use in the Project and identify the number of such acres optioned by each person.

RESPONSE: The DuRoc Trust provided an option to purchase 369 acres, and Hatbar, LLC provided an option to purchase 223 acres.

Interrogatory 25: Identify all persons who have provided (a) leases, (b) easements, (c) rights-of-way, (d) options for leases, easements, or rights-of-way, or (e) other conveyances of property interests for potential use in the Project. For each person, specify the type of interest (e.g., lease or easement) provided by that person and identify the parcel number of the land subject to that interest.

RESPONSE: Members of the Tootle Family, as provided herein.

Interrogatory 26: Identify all communications related to (a) leases, (b) easements, (c) rights-of-way, (d) options for leases, easements, or rights-of-way, or (e) other conveyances of property interests for potential use in the Project.

RESPONSE: Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Further objecting, this interrogatory seeks information that (1) is protected by the attorney-client and attorney work product privileges, (2) reflects confidential settlement communications; and (3) contains trade secret and proprietary information. Subject to and without waiving these and its General Objections, Scioto Farms will produce executed copies of responsive, non-privileged documents in its possession, custody, or control, with trade secret and/or proprietary information redacted upon the entry of a mutually-agreeable protective order.

Interrogatory 27: Identify all communications that solicited, requested, or negotiated for any (a) leases, (b) easements, (c) rights-of-way, (d) options for leases, easements, or rights-of-way, or (e) other conveyances of property interests for potential use in the Project.

RESPONSE: Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Further objecting, this interrogatory seeks information that (1) is protected by the

attorney-client and attorney work product privileges, (2) reflects confidential settlement communications; and (3) contains trade secret and proprietary information. Subject to and without waiving these and its General Objections, Scioto Farms will produce executed copies of responsive, non-privileged documents in its possession, custody, or control, with trade secret and/or proprietary information redacted upon the entry of a mutually agreeable protective order.

Interrogatory 28: Identify all persons currently living in the Project Area who have agreed to lease their land for use in the Project.

RESPONSE: None.

Interrogatory 29: Identify all persons currently living on land adjacent to the Project Area who have agreed to lease their land for use in the Project.

RESPONSE: None.

Interrogatory 30: Identify all persons not currently living on land within or adjacent to the Project Area who have agreed to lease their land for use in the Project.

RESPONSE: Ruth C. Tootle, Robert M. Tootle, Constance E. Tootle, Thomas F. Tootle, and Barbara F. Tootle.

Interrogatory 31: State whether or not Scioto has acquired all of the leases, options to lease, easements, rights-of-way, and other property interests necessary to allow Scioto to construct and operate the Project in accordance with the most recent Project design provided in the Application. Identify all communications that have solicited, requested, or negotiated for any such easement, right-of-way, or property interest.

RESPONSE: Yes, Scioto Farms has acquired all of the property interests necessary to allow Scioto Farms to construct and operate the Project in accordance with the most recent Project design provided in the Application. With regard to the remainder of this Interrogatory, Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Further objecting, this interrogatory seeks information that (1) is protected by the attorney-client and attorney work product privileges, (2) reflects confidential settlement communications; and (3) contains trade secret and proprietary information. Subject to and without waiving these and its General Objections, Scioto Farms will produce executed copies of responsive, non-privileged documents

in its possession, custody, or control, subject to the entry of a mutually-agreeable protective order, with trade secret and/or proprietary information redacted.

Interrogatory 32: State whether or not Scioto has acquired all of the easements, rights-of-way, and other property interests necessary to construct and operate the collection and transmission lines to convey electricity to the Project's substation from all of Project's solar fields depicted in the Application. For each such easement, right-of-way, or property interest, (a) describe the type of interest still needed (e.g., easement or right-of-way), (b) the purpose of the property interest (e.g., a collection line), and (c) the parcel number of the land on which it needs to acquire such an interest. Identify all communications that have solicited, requested, or negotiated for any such easement, right-of-way, or property interest.

RESPONSE: Yes, Scioto Farms has acquired all of the property interests necessary to construct and operate the collections and transmission lines to convey electricity to the Project's substation from all of the Project's solar fields depicted in the application. With regard to the remainder of this Interrogatory, Scioto Farms objects to this Interrogatory insofar as it is overly broad, vague, and unduly burdensome, and it called for a lengthy narrative response that is ill-suited to this form of discovery. Further objecting, this interrogatory seeks information that (1) is protected by the attorney-client and attorney work product privileges, (2) reflects confidential settlement communications; and (3) contains trade secret and proprietary information. Subject to and without waiving these and its General Objections, Scioto Farms will produce executed copies of responsive, non-privileged documents in its possession, custody, or control, subject to the entry of a mutually-agreeable protective order, with trade secret and/or proprietary information redacted.

Interrogatory 33: Identify the date on which Scioto first notified the general public about the Project and describe the means by which it provided this notification.

RESPONSE: The earliest communications relative to the Project with the public pre-date the involvement of Scioto Farms' representatives; however, at a minimum the general public was notified about the Project by Scioto Farms via the *Circleville Herald* notice that was timely published on September 2, 2021, prior to the public information meeting.

Interrogatory 34: Identify and describe all subsidies, tax credits, tax incentives, and other monetary benefits that Scioto may receive from any government for the Project.

RESPONSE: The Project may qualify and utilize the federal investment tax credit. The Project may also utilize the Qualified Energy Project Program under R.C. 5727.75 for a real and personal property tax abatement in exchange for a payment-in-lieu-of-taxes (PILOT).

Interrogatory 35: Identify all direct and indirect parent companies and other persons who possess a direct or indirect ownership interest in Scioto.

RESPONSE: Scioto Farms objects to this interrogatory as vague, overly broad, and unduly burdensome, in particular based upon the definition of "Scioto." Subject to and without waiving these and its General Objections, Scioto Farms states that this information is contained on page 1 of the Narrative within the Application, which states: "The Project will be constructed and operated by the Applicant, a wholly owned subsidiary of Naturgy Candela Devco, LLC . . ."

Interrogatory 36: Identify all direct and indirect parent companies of Scioto and other persons who possess a direct or indirect ownership interest or investment in the Project.

RESPONSE: See responses and objections to Interrogatory No. 35, incorporated herein by reference.

Interrogatory 37: State whether or not Scioto will continue to own the Project while it is being constructed.

RESPONSE: Scioto Farms objects to this interrogatory as vague, overly broad, and unduly burdensome, in particular based upon the definition of "Scioto." Subject to and without waiving these and its General Objections, yes.

Interrogatory 38: Identify the contractors and subcontractors that may be employed to construct the Project.

RESPONSE: Scioto Farms will employ a selection process prior to construction to identify a qualified work force to construct the Project.

Interrogatory 39: State whether or not Scioto will continue to own the Project during operation.

RESPONSE: Scioto Farms objects to this interrogatory as vague, overly broad, and unduly burdensome, in particular based upon the definition of "Scioto." Subject to and without waiving these and its General Objections, yes.

Interrogatory 40: Identify the contractors and subcontractors that may be employed to operate the Project.

RESPONSE: Scioto Farms will employ a selection process prior to operation to identify a qualified work force to operate the Project.

Interrogatory 41: Provide the names and addresses of all solar facilities currently owned by Candela.

RESPONSE: Scioto Farms objects to this Interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further objecting, neither "Candela" nor "solar facilities" are defined terms in these Interrogatories. Therefore, Scioto Farms defines "Candela" for purposes of these Responses and Objections as Candela Renewables, LLC and "solar facilities" to mean operational solar facilities in the United States. Subject to and without waiving these and its General Objections, Scioto Farms states that the answer is none.

Interrogatory 42: Provide the names and addresses of all solar facilities that have been, but no longer are, owned by Candela.

RESPONSE: Scioto Farms objects to this Interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further objecting, neither "Candela" nor "solar facilities" are defined terms in these Interrogatories. Therefore, Scioto Farms defines "Candela" for purposes of these Responses and Objections as Candela Renewables, LLC and "solar facilities" to mean operational solar facilities in the United States. Subject to and without waiving these and its General Objections, Scioto Farms states that the answer is none.

Interrogatory 43: Provide the names and addresses of all solar facilities currently operated by Scioto.

RESPONSE: Scioto Farms objects to this Interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further objecting, as "Scioto" is defined in these Interrogatories, this Interrogatory is vague, overly broad, and unduly burdensome. Further objecting, "solar facilities" is not a defined term in these Interrogatories. Subject to and without waiving these and its General Objections, Scioto Farms states there are none.

Interrogatory 44: Provide the names and addresses of all solar facilities that have been, but no longer are, operated by Scioto.

RESPONSE: Scioto Farms objects to this Interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further objecting, as "Scioto" is defined in these Interrogatories, this Interrogatory is vague, overly broad, and unduly burdensome. Further objecting, "solar facilities" is not a defined term in these Interrogatories. Subject to and without waiving these and its General Objections, Scioto Farms states there are none.

Interrogatory 45: Provide the names and addresses of all solar facilities constructed by Candela or Candela contractors.

RESPONSE: Scioto Farms objects to this Interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further objecting, the terms "Candela," "solar facilities," and "Candela contractors" are not defined in these Interrogatories; therefore Scioto Farms defines "Candela" for purposes of these Responses and Objections to mean Candela Renewables, LLC, "solar facilities" to mean operational solar facilities in the United States. Subject to and without waiving these and its General Objections, Scioto Farms states there are none.

Interrogatory 46: Provide the names and addresses of all solar facilities constructed by Scioto or Scioto contractors.

RESPONSE: Scioto Farms objects to this Interrogatory as it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Further objecting, as "Scioto" is defined in these Interrogatories, this Interrogatory is vague, overly broad, and unduly burdensome. Further, "solar facilities" and "Scioto contractors" are not defined terms in these Interrogatories. Subject to and without waiving these and its General Objections, Scioto Farms states that it has constructed no solar facilities.

Interrogatory 47: Identify all persons who have contributed information used to answer any of these interrogatories, or has been involved in any capacity with providing answers to these interrogatories, and identify the interrogatory answers for which each such person contributed information.

RESPONSE: Scioto Farms states that the following persons gathered and/or contributed information on behalf of Scioto Farms used to answer these interrogatories: Jim Woodruff, James Cook, Harry Rubin, Aubree Muse, Mark Carney, Courtney Dohoney, and Charlie Johnson. Contributions were not divided by interrogatory; Scioto Farms therefore cannot identify which person provided information for which interrogatory.

Respectfully submitted and as to objections,

SCIOTO FARMS SOLAR PROJECT, LLC

/s/ Sommer L. Sheely

Dylan F. Borchers

Sommer L. Sheely

BRICKER & ECKLER LLP

100 South Third Street

Columbus, Ohio 43215-4291

Columbus, OH 43215-4291

Telephone: (614) 227-2300

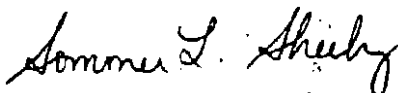
Facsimile: (614) 227-2390

E-Mail: dborchers@bricker.com

ssheely@bricker.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served via electronic mail upon the following this 20th day of January, 2023.



Sommer L. Sheely
Counsel for Scioto Farms Solar Project, LLC

<p>Robert Eubanks Werner Margard Shaun Lyons Assistant Attorneys General Public Utilities Section 30 East Broad St., 16th Floor Columbus, OH 43215 robert.eubanks@OhioAGO.gov werner.margard@OhioAGO.gov shaun.lyons@OhioAGO.gov Counsel for Ohio Power Siting Board Staff</p> <p>Chad A. Endsley Ohio Farm Bureau Federation 280 North High Street Columbus, OH 43218-2383 cendsley@ofbf.org Counsel for Ohio Farm Bureau Federation</p> <p>Robert Dove Kegler Brown Hill & Ritter Co., L.P.A. 65 E State St., Ste. 1800 Columbus, OH 43215-4295 rdove@keglerbrown.com Counsel for Ohio Partners for Affordable Energy and International Brotherhood of Electrical Workers Local 575</p>	<p>Jack A. Van Kley Van Kley & Walker, LLC 132 Northwoods Blvd., Suite C-1 Columbus, Ohio 43235 jvankley@vankleywalker.com Counsel for Ebenhack Intervenors</p> <p>Robert A. Chamberlain Pickaway County Prosecutor's Office 203 S Scioto Street Circleville OH 43113 Tchamberlain@pickawaycountyohio.gov Counsel for Wayne Township Trustees</p>
--	---

VERIFICATION

STATE OF OHIO)
)
COUNTY OF FRANKLIN) ss:

JAMES WOODRUFF, being first duly sworn according to law states and deposes that the foregoing Answers to Interrogatories are true and accurate as he believes.

By: 01/20/2023 12:42 PM EST
James Woodruff, Candela Renewables, LLC

Sworn to and subscribed in my presence by James Woodruff on this 20th day of January, 2023.



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

01/20/2023 12:46 PM EST

Notary Public



October 13, 2021

Ohio Power Siting Board
180 E. Broad St.
Columbus, Ohio 43215

Ref: **Scioto Farms Solar Project: Case 21-0868-EL-BGN**

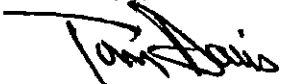
Pickaway County has become quite the popular location for siting Solar projects here in Ohio. As you are aware, currently there are 2 approved projects and one project in pre-application that cover over 5,000 acres of farmland here in the county.

The Scioto Farms project is in pre-application. As such, we would like to offer the following information for your consideration as you determine whether to approve this application:

- 1) As you can see from the enclosed maps, over 1 mile of the Scioto River is adjacent to this project. The Scioto River is a major part of the Mississippi Flyway and thousands of waterfowl use this river annually as they migrate. If any studies or research associated with operating solar farms indicate a negative impact to waterfowl, please take this into consideration when making your determination to approve.
- 2) Also, over 1 mile of the Historic Ohio-Erie Canal is adjacent to this project. Although this portion of the canal is no longer in use or maintained by the State of Ohio, care should be taken to minimize any impact this project could have on this historic resource. These dedicated, multi-county linear corridors make excellent walking paths and one day the Park District would like to pursue a multi-county walking path on this corridor.
- 3) Approximately 1.25 miles of State Route 104 are included in this project. Solar panels will most likely line this road, and in several locations be on both sides of the road. The Ohio Department of Transportation should be consulted, if it hasn't been already, to determine if there would be any negative impacts to traffic and/or wildlife crossings.

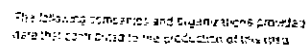
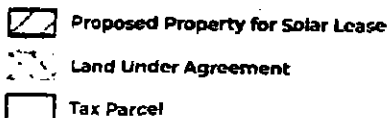
Thank you for allowing us to provide comments and concerns on this pending solar farm project. If you have questions or would like to discuss this further, please don't hesitate to contact me.

Sincerely,



Tom Davis, Director
Pickaway County Park District
141 W Main St. Suite 400
Circleville, Ohio 43113

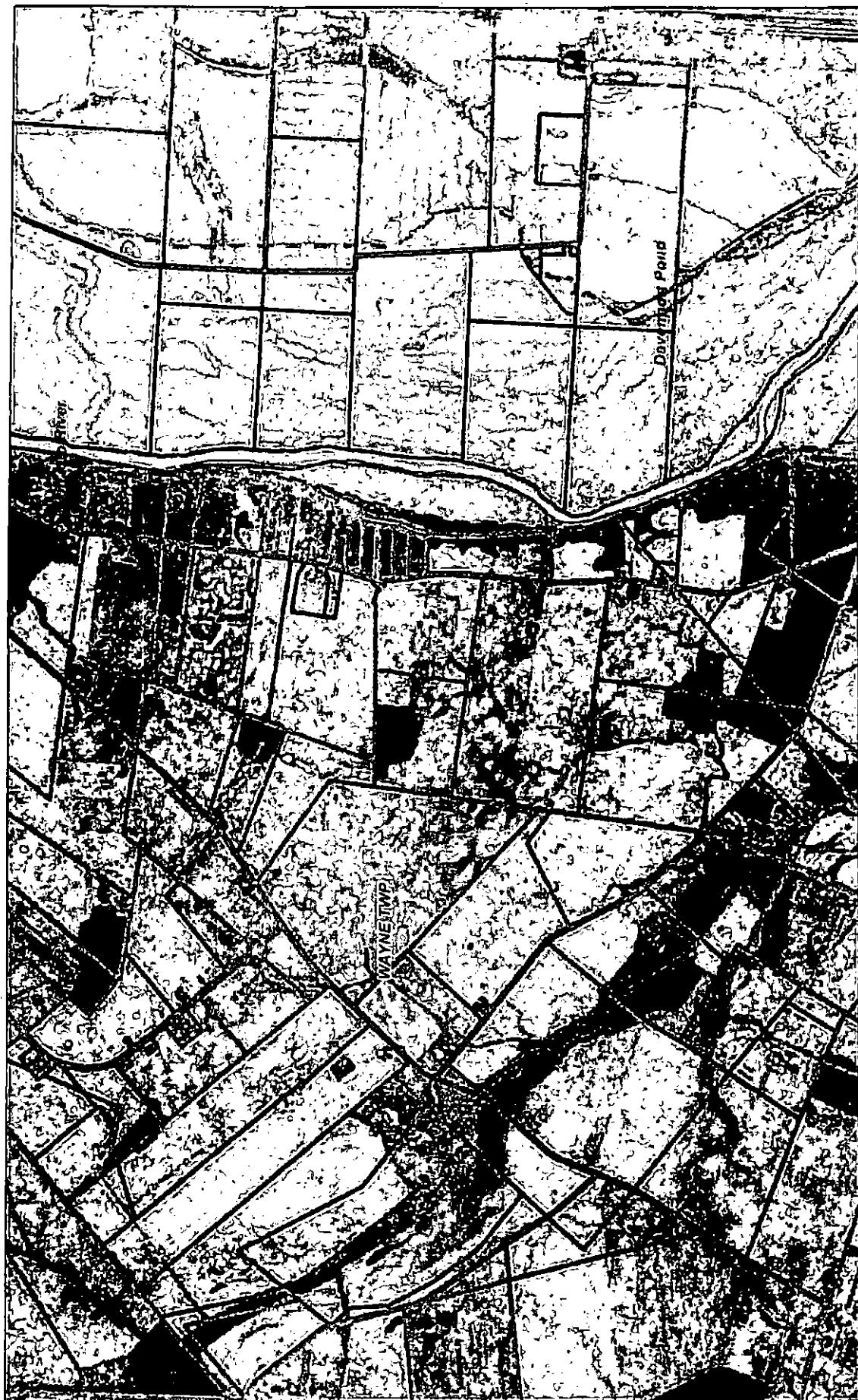
WWW.SAVONENERGY.COM




DATE: 10/23/2020




Pickaway County Flood Map



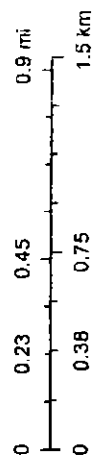
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 Floodway

 Zone AE

 0.2% Annual Chance Flood Hazard (500 Yr Floodplain)

1:36,112



Pickaway County, EagleView, Esri, HERE, Garmin, INCREMENT P, USGS,

Pickaway County GIS Dept
For Reference Only. Please See Pickaway County Auditor Disclaimer

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/13/2021 3:20:11 PM

in

Case No(s). 21-0868-EL-BGN

**Summary: Public Comment of Tom Davis, via website, electronically filed by Docketing Staff
on behalf of Docketing**

PICKAWAY COUNTY, OHIO

Intra-Divisional

April 5, 2022

TO: County Commissioners

FROM: Gary Cameron, EMA Director

SUBJECT: Letter of Information – Industrial Solar Projects

Over the preceding few weeks, signs have appeared in the front yards of homes protesting the use of farmland to build industrial solar energy plants. More specifically, residents are voicing their opinions on large scale solar panel "farms"; solar farms are typically described as 25 to 100 megawatt capacity requiring 5 acres of land per megawatt or roughly 125 to 500 acres of land in total.

Environmental Concerns:

- **Wildlife** – In Ohio, we often think of wildlife as larger mammals that are associated with recreational hunting. As urban sprawl occurs, there is some evidence that these large animals are displaced but eventually adapt to their new environment. One could easily conclude that these larger animals would simply be displaced by larger solar farms. This view is narrowly focused and ignores the true biodiversity impact of large solar farms.
 - Concentrating solar power facilities and photovoltaic power facilities pose a direct risk of physical harm and death to birds and waterfowl. The solar flare/mirror effect of panels can injure birds in flight who succumb to intense light/heat or attempt to fly into the mirror image. Waterfowl are injured from what is referred to as a "lake effect" as they attempt to land on top of panels. You could add to this risk group other flying mammals such as bats.
 - Smaller mammals, rodents and insects are also at risk of physical injury and death. Risks to flying insects are very similar to birds and insects may be at greater risk due to the heat/burning effects of panels. Other risks of injury and death include displacement during construction (loss of habitat), pollution and electromagnetic field effects.
 - There are numerous articles proclaiming a positive impact on pollinators, i.e. bees as an off-set to pesticide use. However, without a deliberate incorporation of new pollinator habitat into the new solar farm project, the original risks associated with the project remain unbalanced.
 - Wildlife behavioral response to a large solar farm is yet to be fully realized. Certainly displacement will occur as wildlife avoid the area under construction and the return of many is unlikely with new structures; some may risk injury as they cannot detect or recognize new structures. Foremost, this displacement will cause increases in population density elsewhere and have a cascading effect on food availability, reproduction and adverse interactions with humans.

- Water runoff from the site into nearby streams, ponds and lakes may contain heavy metals and chemicals from faulty/broken panels posing a hazard to fish and amphibians.
- There is a risk of attracting non-native wildlife species to the newly created solar environment and the impact is yet to be determined.
- Fire Hazard
 - Electrical equipment failure is a common ignition source for various types of fires including wildfires. Within a solar farm, the number of electrical terminations far outnumber the number of solar panels. Each termination point is an opportunity for sparking, arcing, melting or fire resulting from damage, degradation or exposure to moisture. Ohio is not particularly vulnerable to drought but dry conditions do occur increasing the probability of a wildfire sparked by a faulty electrical connection.
 - Vegetation control must be a necessary part of routine solar farm maintenance.

Human Health Concerns:

- Impact on Humans – There is genuine psychological impact on humans however responses are varied down to the individual level. The most common response is fear; fear of developing cancer from radiation, fear of developing cancer from chemicals and electromagnetic fields.
 - The current consensus on solar panel radiation and cancer is that there “is no evidence”. In a pessimistic view means we haven’t yet identified it as a cancer source and they may or may not in the future. While viewed as a very low risk, electromagnetic radiation is considered a carcinogenic.
 - The most common elements used in solar panel manufacturing are aluminum, glass, plastic, copper wires and silicon. While these elements may occur in nature, such as silicon, it is not found naturally in such a concentration. Solar panels may contain small amounts of hazardous materials, such as lead, but they are self-contained and in small amounts. Current consensus on the risk of exposure to hazardous elements is minimal but persists. This risk increases when damaged panels accumulate in large amounts and toxic chemicals leach out into the soil and water table.
 - Solar panels emit weak or low electromagnetic fields. There are some who are hypersensitive to electromagnetic fields and may suffer the psychological effects of such.
- Disposal of end-of-life/damaged solar panels – Solar panels, especially older versions of, may contain small amounts of toxic chemicals such as silver, cadmium, arsenic, lead, chromium coatings, copper and selenium. Due to the presence of these toxic chemicals, some types and brands of solar panels can be considered hazardous waste depending on the quantity.
 - EU laws require that solar panels are properly recycled. The state of Washington has enacted similar legislation (begins July 2023) requiring manufacturers to fund the collection and recycling of decommissioned panels. Other states and countries are considering similar legislation. The International Renewable Energy Agency calls for the passage of PV-specific waste regulations.

- Valuable recyclables include silver, silicon, copper and glass.
- The cost of waste disposal produced by solar farms increases the estimated expense to produce electricity by 400%.
- Existing producers of solar have been replacing panels with 10-15 years of service contrary to the industry's suggested lifespan of 20-25 years. Defects, installation damage and junction box failure result in a panel failure rate of 20%.
- Costs to recycle panels is significantly more than (non-toxic) landfill disposal and global PV panel waste will reach 60-78 million metric tons by 2050.
- Absent effective disposal regulation and/or funding for recycling, we could conclude that solar panels containing hazardous materials will accumulate in large quantities in landfills, will be left behind as on-site hazardous waste or disposed of in smaller quantities to avoid regulation as hazardous waste.

Societal Concerns:

- The nexus between food and solar is associated with the conversion of cropland. Cropland, as a potential building site, is relatively level and cleared of trees and debris reducing the need for site improvement. Similar to urban sprawl, once cropland is repurposed it is highly unlikely to be replaced/returned to food production.
- Fertile soil for crops and livestock is a valuable commodity. While the amount of fertile soil necessary to support a society is indeterminant, reaching a tipping point would be catastrophic. Solar panels are not dependent upon soil fertility and efforts are underway to repurpose sites, such as landfills and chemical spill sites, as opposed to productive farmland.
- Opinions from real estate experts are mixed but favor the idea that solar farms in a rural settings do not negatively impact nearby property value. However, these RE experts will concede that residential property immediately adjacent to will suffer some effect. Visual mitigation such as screening with trees, hedges or earth mounds can reduce actual and feared loss of property value.
- The FAA considers solar panel farms as a potential threat to air traffic control personnel and to pilots during final runway approach.
- Solar panels, generally, create a hazard for responding fire and police personnel. Beyond the need for training first responders on electrocution hazards, solar farms should include safe access to disconnect switches in the event of an emergency.

EPA Publications on Solar Panel Waste:

- *Solar Panel Frequent Questions*
 - Solar panels are considered solid waste when discarded.
 - Some solar panels are and some are not considered hazardous waste depending on the leachability of toxic materials. The EPA cannot say definitively if all solar panels are hazardous waste.

- *End-of-Life Solar Panels*
 - Solar panel waste that fails the toxicity characteristic leaching procedure (TCLP) must be managed as hazardous waste. If a shipment of panels failed the TCLP, they must be transported under a manifest.
There is no mention that this TLCP testing is required nor routinely occurs.
 - Heavy metals are present in most solar panels and manufacturing variances may result in differing outcomes in the TLCP test.
- A 2015 study published by the National Institute of Health suggests that the TLCP testing process, specific to solar panels, underestimates the leaching of Cadmium and Tellurium. The study suggested "significant" leaching of Cadmium. Both chemical elements are hazardous to human health.
- The Ohio EPA has published whitepaper; *Storm Water Controls for Solar Panel Arrays*.

Anhydrous Ammonia:

- Forms explosive compounds with silver and mercury
- Corrosive to copper, zinc, tin, brass and galvanized steel
- Current research on producing ammonia as a byproduct of solar energy

Batteries:

- Lithium reacts intensely with water forming lithium hydroxide and flammable hydrogen gas.
- Persons working in and around battery systems should wear PPE designed for such.

In conclusion and without assessing the potential value of "green" energy, solar panel farms will have an impact on the environment and our health. As an emergency planner, I foresee there will be solar panel related hazardous waste incidents on our roads, in our landfills and on solar farm locations. The most serious of which is the creation of a hazardous waste "super fund" site resulting from a pattern of illness/death. Lesser events include transportation accidents and wildfires. Proper planning, regulation and training of first responders may mitigate many of this issues.

Respectfully Submitted,

Gary Cameron, EMA Director

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on
4/19/2022 10:46:57 AM**

in

Case No(s). 21-0868-EL-BGN, 21-1090-EL-BGN, 21-0960-EL-BGN

**Summary: Public Comment of Gary Cameron, Pickaway County EMA, via website,
electronically filed by Docketing Staff on behalf of Docketing**



2750 Monroe Blvd.
Audubon, PA 19403

Via DocuSign

December 23, 2022

Scioto Farms Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Leslie Padilla
500 Sansome St, Suite 500
San Francisco, CA 94111

RE: AD2-162 "Biers Run-Circleville 138kV" – Facilities Study Report, Interconnection Service Agreement (ISA) and Interconnection Construction Service Agreement (ICSA) with AEP Ohio Transmission Company, Inc.

Dear Leslie Padilla,

Please find enclosed the following documents regarding **Scioto Farms Solar Project, LLC's** New Service Request for **AD2-162 "Biers Run-Circleville 138kV"** Project: (1) Facilities Study; (2) Interconnection Service Agreement; and (3) Interconnection Construction Service Agreement. This communication also provides important information and deadlines regarding next steps in the New Service Request process.

FACILITIES STUDY

Enclosed is the report documenting the results of the **AD2-162** Facilities Study. Facilities Studies provide a good-faith estimate of the engineering design work, the cost to be charged to Interconnection Customer for Attachment Facilities, Network Upgrades, Local Upgrades, and Other Charges necessary to accommodate the Project, and time required to complete detailed design and construction of the facilities and upgrades.

The costs associated with the Facilities Study are being tabulated and a final statement/invoice will be submitted electronically from PJM detailing the balance within 120 days.

INTERCONNECTION SERVICE AGREEMENT

Pursuant to Section 212 of the PJM Open Access Transmission Tariff (Tariff), an Interconnection Service Agreement (ISA) defining Interconnection Customer's cost responsibility for the construction of the required Attachment Facilities, Network Upgrades, Local Upgrades, and Other Charges (as applicable), specifying Interconnection Customer's interconnection rights, and obligating Interconnection Customer to abide by the rules and procedures pertaining to generation in the PJM control area, is enclosed for execution.

In accordance with the PJM Tariff, the ISA must be executed via **DocuSign** within **60 days** of your receipt of the Facilities Study by close of business on **February 21, 2023** in order to maintain the Project's position in the queue. *Failure to timely execute the ISA shall result in termination of the New Service Request and the Project's withdrawal from the queue.*

- **SECURITY REQUIREMENT**

A Security amount of **\$3,907,441** is specified in the ISA. Security must be received at the same time as the executed ISA. This means the Security amount must be received by PJM by **February 21, 2023**, unless Security has been deferred. *Failure to provide Security by the foregoing deadline shall result in termination of the New Service Request and the Project's withdrawal from the queue.*

- **ACCEPTABLE FORMS OF SECURITY**

The Security can be in the form of a letter of credit, wire transfer, or check.

Security provided in the form of a letter of credit

- ❖ Letters of credit must conform to the requirements provided below relative to the issuing institution and form:
 - The letter of credit will only be accepted from U.S.-based financial institutions or U.S. branches of foreign financial institutions that have a minimum corporate debt rating of "A" by Standard & Poor's or Fitch Ratings, or "A2" from Moody's Investors Service, or an equivalent short term rating from one of these agencies. PJM will consider the lowest applicable rating to be the rating of the financial institution. If the rating of a financial institution providing a letter of credit is lowered below A/A2 by any rating agency, then PJM may require the Participant to provide a letter of credit from another financial institution that is rated A/A2 or better, or to provide a cash deposit. If a letter of credit is provided from a U.S. branch of a foreign institution, the U.S. branch must itself comply with the terms of this credit policy, including having its own acceptable credit rating. Any questions regarding whether a financial institution is acceptable or not should be addressed to credit_hotline@pjm.com.
 - The standard letter of credit may be accessed through the PJM webpage under Planning/Services & Requests/New Service Request/Business Forms. Any deviation from the standard letter of credit form must be approved by PJM before the letter of credit is executed. A draft letter of credit reflecting proposed deviations in language must be sent to credit_hotline@pjm.com.
- ❖ *Draft letters of credit must be received for review by PJM ten (10) Business Days prior to the Security due date to ensure timely processing.*

- If a draft letter of credit is provided after this date, it is highly recommended to provide an interim form of the full amount of Security such as cash to ensure the requirement is met. *No extensions to the due date will be provided.*

- ❖ Please send original letters of credit to:

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

- ❖ If there are any questions, please contact IPAdmin@pjm.com.

Security provided in the form of a wire transfer

- ❖ Security amounts provided via wire transfer should be sent using the following PJM wire transfer information:

Bank: PNC Bank, NA, New Jersey
ABA Number: 031-207-607
Account Number: 8013589826

- ❖ Contact PJM at SystemPlanning.Admin@pjm.com with the Project name, queue number, date and amount of wire

Security provided in the form of a physical check

- ❖ Contact PJM at SystemPlanning.Admin@pjm.com to receive instructions on how to provide Security in the form of a physical check.

• DEFERRED SECURITY

For any portion of the Security that may be deferred in accordance with Section 212.4(c) of the Tariff, and as requested by Interconnection Customer, Interconnection Customer shall provide the Security specified in Section 5.0 of the ISA within 120 days after Interconnection Customer executes the ISA, provided that Interconnection Customer shall pay a deposit of at least \$200,000 or 125% of the estimated costs that will be incurred during the 120-day period, whichever is greater, to fund continued design work and/or procurement activities, with \$100,000 of such deposit being non-refundable.

- ❖ *It may be possible that the Network Upgrades required for the Project are not eligible for deferment. Contact the PJM project manager for project-specific deferred Security information.*

- ❖ *Failure to provide a deferred Security amount by the end of the 120-day period shall result in termination of the New Services Request and the Project's withdrawal from the queue.*

INTERCONNECTION CONSTRUCTION SERVICE AGREEMENT

Also included is the Interconnection Construction Service Agreement (ICSA) with AEP Ohio Transmission Company, Inc. Pursuant to Section 212 of the PJM Tariff, the ICSA must be executed via **DocuSign** within **90 days** of receipt (by close of business **March 23, 2023**).

Once PJM receives the required Security and the agreements are fully executed¹ by all parties, PJM will process the agreements with the Federal Energy Regulatory Commission. The final executed copies of the ISA and ICSA will be available via DocuSign.

Following the execution of the ISA, your contact at PJM will be **Jay Lui** at **610-666-4212** or by e-mail at **Jay.Liu@pjm.com**. Please copy your PJM contact on correspondence with AEP Ohio Transmission Company, Inc. and maintain contact with them regarding the metering and communications needed for PJM.

For planning purposes, please note that in order for a resource to participate in any PJM Market (i.e., receive settlements for participation), it must be modeled in the account or subaccount of a full, active PJM Member authorized as a Market Participant in the applicable PJM Market. The steps necessary to meet this requirement can take significant time to complete and, if delayed, could delay market participation. It is highly recommended to follow the link below and fully understand the options available and the timing associated with each option:

<https://www.pjm.com/-/media/planning/rtep-dev/expand-plan-process/membership-and-market-participation-requirements-for-generation-interconnection-process.ashx>

Please be advised that all modeling will be completed consistent with PJM Manual 3A. Market settlements cannot begin until these steps have been completed.

If you wish to discuss further, please contact me at 610-666-8925 or Stacey.Nestel@pjm.com.

Sincerely,

Stacey Nestel

Sr. Engineer II

PJM Interconnection Projects

¹ Options to dispute or to file the ISA or ICSA unexecuted are described in section 212 of the PJM Tariff.