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April 8, 2021

VIA ELECTRONIC MAIL

Melanie Bachman
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
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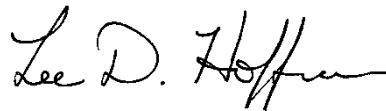
Re: Petition No. 1424 - Southington Solar One, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 4.725-megawatt AC solar photovoltaic electric generating facility located at 1012 East Street, Southington, Connecticut, and associated electrical interconnection

Dear Ms. Bachman:

I am writing on behalf of my client, Southington Solar One, LLC, in connection with the above-referenced Petition. With this letter, I am enclosing Responses to the April 1, 2021 Set of Interrogatories directed to Southington Solar One, LLC from the Connecticut Siting Council.

Should you have any questions concerning this submittal, please contact me at your convenience. I certify that copies of this submittal have been made to all parties on the Petition's Service List as of this date.

Sincerely,



Lee D. Hoffman

Enclosures

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

Petition of Southington Solar One, LLC for Declaratory Ruling, Pursuant to Conn. Gen. Stat. §§4-176 and 16-50k, for the Proposed Construction, Maintenance and Operation of a 4.725-megawatt AC solar photovoltaic electric generating facility located at 1012 East Street, Southington, Connecticut, and associated electrical interconnection.

Petition No. 1424

April 8, 2021

**SOUTHINGTON SOLAR ONE, LLC'S RESPONSES TO THE CONNECTICUT
SITING COUNCIL'S APRIL 1, 2021 (SET 4) INTERROGATORIES**

The Petitioner, Southington Solar One, LLC ("Southington Solar One" or "the Petitioner"), respectfully submits this response to the Connecticut Siting Council's April 1, 2021 (Set 4) Interrogatories in the above-referenced Petition. In response to the Siting Council's Interrogatories, Southington Solar One states as follows:

73. Referring to Interrogatory Response 70;

- a. How many panels would be removed from the Project to accommodate the community garden?**

None of the Project's panels would have to be removed in order to accommodate the community garden. Rather, Southington Solar One intends to relocate 376 modules to areas within the fenced-in limits of the eastern-most array to accommodate the garden.

Southington Solar One notes that the proposed module(s) relocation will neither expand the current proposed fenced limits of the array, nor the current proposed limits of disturbance for the Project.

- b. If panels are being removed, what is the revised project output?**

As Southington Solar One noted in its response to Interrogatory No. 73(a), above, none of the Project's panels would have to be removed in order to accommodate the community garden; rather, the modules will be relocated. As such, Southington Solar One does not expect that the respective output of the Project will change as a result of such module(s) relocation.

- c. If there are less panels in the stormwater basin 1 drainage area, would the stormwater basin be reduced in size?**

No. Irrespective of whether there are fewer panels in the stormwater basin 1 drainage area, the Petitioner would not reduce the size of the respective stormwater basin. This is credited to the fact that the total reduction in the panel area (resulting from the above-referenced module(s) relocation) would be minor, and therefore, would have only a nominal effect on the required sizing of the basin pursuant to the Petitioner's stormwater management design for the Project.

d. What is the water source for the community garden?

At the start of Project operation, Southington Solar One expects that water for the community garden will be transported to the site. While these plans have not been formalized, it is possible that a permanent source of water will be established at the site in the future, most likely through a connection to existing Southington Water Department water lines on East Street.

74. Referring to Interrogatory Response 66;

a. With reference to the apiculture area, would the bees be registered with the State Entomologist for inspection pursuant to CGS section 22-89 and 22-90, and managed by a professional beekeeper?

Yes, the apiculture area would be managed by a professional beekeeper; the beekeeper responsible for the management of the apiaries will register the beehives with the State Entomologist pursuant to Conn. Gen. Stats. §§ 22-89 and 22-90.

b. Where would the apiculture area be located?

As proposed, the apiculture area would be sited outside of the south-central fenced limits of the Project. Please refer to the attached *Community Garden Area: Proposed Conditions Map*, included herein as Exhibit A, for the planned location of the apiculture area.

c. How would the hives be protected from nuisance wildlife, such as bears?

The hives will be located outside of the south-central fenced limits of the array and protected from nuisance wildlife using ElectroNet fencing, which is said to be an effective deterrent against bears and other potential predators of the hives.

d. What requirements are necessary to maintain the apiculture area? Would it require electricity, a water source, shed or other structure for equipment storage?

Beyond the ElectroNet fencing (which is powered using its own battery supply), and the beehives themselves (which typically measure anywhere from twenty (20) inches wide to forty (40) inches in height, and can be raised above ground by approximately one (1) to (2) feet), there are not many structures/components that are necessary to maintain the apiculture area. The apiculture area will not require electricity, a water source, a shed or other structure for equipment storage.

75. If the project is sold and/or transferred to another entity, would the sale and/or transfer include management and maintenance of the agricultural co-uses, including, but not limited to, the community garden, apiculture area, pollinator area and vernal pool mitigation area? Please explain.

Yes, if the Project is sold and/or transferred to another entity, said entity would assume Southington Solar One's respective obligations related to the management and maintenance of the agricultural co-uses for the Project, including, but not limited to, the community garden, apiculture area, pollinator area, and vernal pool mitigation area.

This is because Southington Solar One is, and will be, the owner and operator of the Project, the Tenant of the property (pursuant to the site lease), and the owner of all other agreements related to the management and maintenance of the agricultural co-uses for the Project. As such, in the event that the Project is ever sold or transferred to another entity, such sale/transfer would necessarily entail an assignment to, and assumption by, said successor entity of all of the Petitioner's respective agriculture management and maintenance obligations under the various Project contracts/agreements.

76. Petition p, 30 states the perimeter security fence would be raised six inches above grade to allow for the state-listed spotted turtle to move freely into the solar array area. Would the livestock co-use plan require a fence flush with the ground? If so, how would this effect turtle movement/habitat?

Yes, due to the fact that the interior of the fenced Facility will be subject to livestock grazing, the proposed perimeter fence would be installed flush with the ground. Southington Solar One understands that the utilization of such fencing would not adversely affect turtle migratory movement and/or turtle habitat, as the turtles are unlikely to utilize this area for either such purposes.

Accordingly, the turtles in the area are generally known to avoid the existing open field area where the solar array is proposed. Their preferred habitat is believed to occur in the forest/shrub habitat adjacent to the Facility, where they are able to utilize the natural cover provided thereby. Southington Solar One also understands that the turtles in the area generally move parallel to the Facility within the nearby wetland corridor, avoiding the inside array area entirely. Therefore, the Petitioner does not anticipate any adverse impact(s) to turtle movement/habitat as a result of the proposed fencing. As a precautionary measure, however, once the perimeter fencing is installed, Southington Solar One will "sweep" the Facility and any turtles (or other wildlife) found within the fenced Facility will be safely removed and re-located outside the fenced Facility boundary.

77. Given that the access road to the site crosses and extends along a wetland area, what measures would be employed to protect the wetlands, spotted turtles and other wildlife from mortality from increased access road use/vehicle parking as a result of the establishment of a community garden?

The Petitioner will placard the access road with caution signs about potential turtle and/or wildlife crossing while also placing informational signage at the parking area of the community garden to increase awareness and avoidance of road mortality. This informational

signage will alert motorists/guests of the presence of wildlife, which will assist with the safety of that wildlife.

The Petitioner does not anticipate that the access road will be subject to such an increase in use and/or activity as a result of the establishment of a community garden so as to warrant additional protective measures beyond those measures that are listed above. Given the anticipated low traffic volume and low speeds of travel along the access road, mortality of spotted turtles and/or other wildlife that may cross the road are not anticipated to be a significant concern.

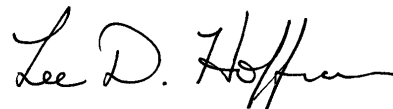
78. Could the lease agreement with the property owner be amended to remove the community garden area from the solar facility “site,” as defined under Regulations of Connecticut State Agencies section 16-50j-2a(29)?

As the Council is well aware, Regulation of Connecticut State Agencies (“RCSA”) section 16-50j-2a(29) states that, *‘Site’ means a contiguous parcel of property with specified boundaries, including, but not limited to, the leased area, right-of-way, access and easements on which a facility and associated equipment is located, shall be located, or is proposed to be located.*

The Project only has the right to develop a community garden area because the Project is leasing a parcel of land from the Catholic Cemeteries Association (“CCA”). If the Project was not leasing the property from the CCA, neither the Project, nor the proposed community garden could be developed.

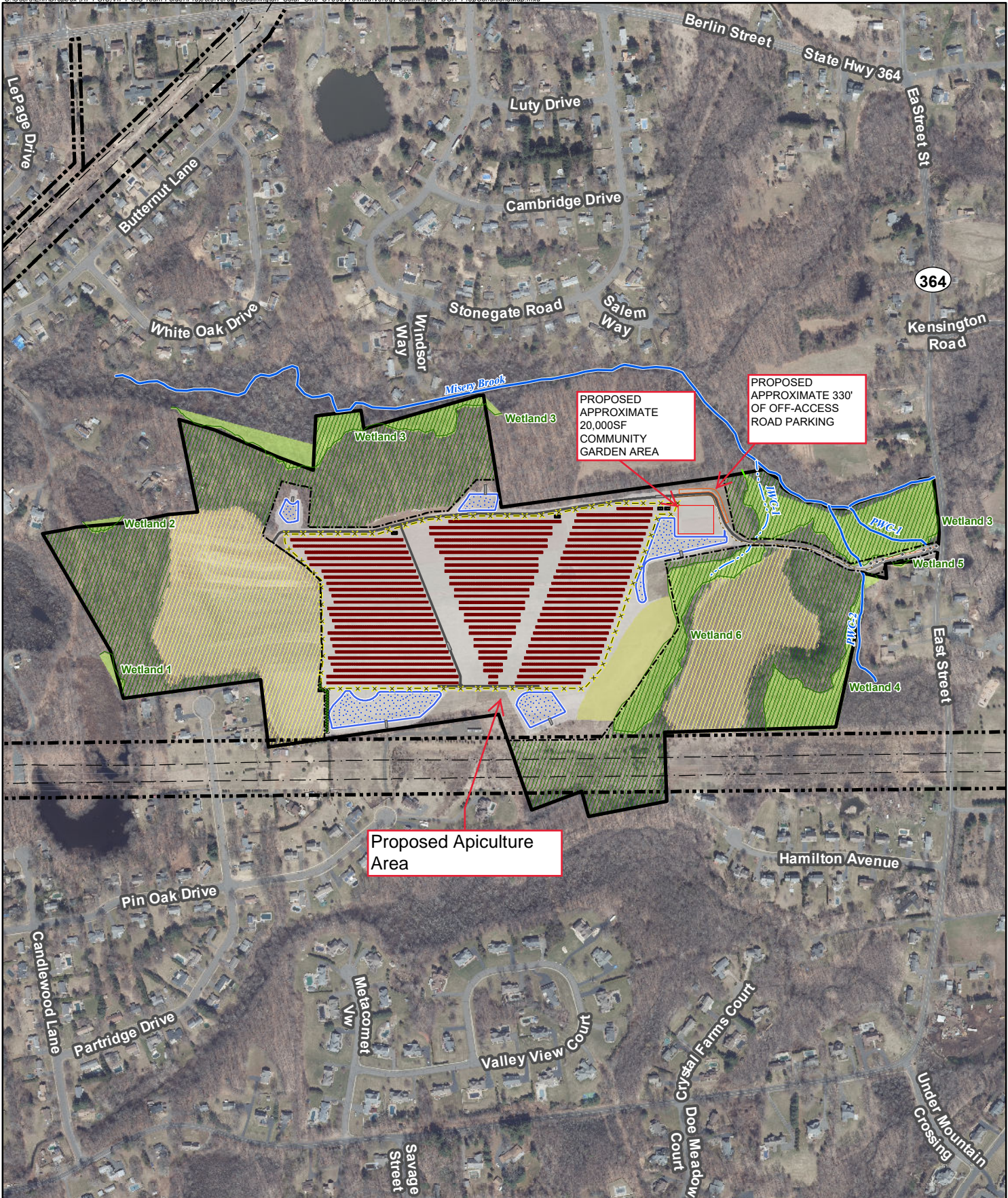
That having been said, it would be possible to redefine the “specified boundaries” of the “site” under RCSA section 16-50j-2a(29), such that the specified boundaries of the Project (and thus, the applicable “site”) do not include the community garden. If the Siting Council so orders, the Project would exclude the community garden from its borders but would still construct the community garden as a condition for the Project’s construction.

Respectfully Submitted,
Southington Solar One, LLC



By: _____

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PROPOSED APPROXIMATE 20,000SF COMMUNITY GARDEN AREA

PROPOSED APPROXIMATE 330' OF OFF-ACCESS ROAD PARKING

Proposed Apiculture Area

- Legend**
- Site
 - Lease Area
 - Existing Farm Field
 - Existing Woods/Wetlands
 - Utility ROW
 - Transmission Line
 - Perennial Stream
 - Intermittent Stream
 - Delineated Wetland Boundary
 - Delineated Wetlands Area
 - Limit of Disturbance
 - Treeline (Clearing Limit)
 - Perimeter Fence
 - Interconnection Path (Overhead)
 - Interconnection Path (Underground)
 - Interconnection Utility Pole
 - Solar Modules
 - Conc. Equipment Pad
 - Gravel Access Road
 - Gravel Access Road to be Improved
 - Stormwater Basin
 - Stormwater Basin Outlet Gravel
 - Vernal Pool Mitigation Area
 - Landscape Screening

**Community Garden Area:
Proposed Conditions Map**
Proposed Solar Facility - Southington Solar One
1012 East Street
Southington, Connecticut

Southington Solar One, LLC



Map Notes:
Base Map Source: CTECO 2019 Aerial Photograph
Map Scale: 1 inch = 600 feet
Map Date: January 2021

