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November 25, 2020

VIA ELECTRONIC MAIL

Melanie Bachman
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

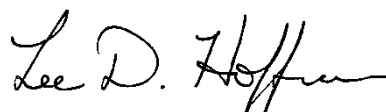
Re: Petition No. 1424 - Southington Solar One, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 4.725-megawatt AC solar photovoltaic electric generating facility located at 1012 East Street,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

Dear Ms. Bachman:

I am writing on behalf of my client, Southington Solar One, LLC (“Southington Solar One”), in connection with the above-referenced Petition. With this letter, I am enclosing Southington Solar One’s Objection to the November 11, 2020 Request for an Order of Discovery Compliance submitted by Michael and Diane Karabin.

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

November 25, 2020

**SOUTHINGTON SOLAR ONE, LLC'S OBJECTION TO MICHAEL AND DIANE KARABIN'S
REQUEST FOR AN ORDER OF DISCOVERY COMPLIANCE**

The petitioner, Southington Solar One, LLC ("Southington Solar One" or "the Petitioner"), respectfully submits this Objection to the November 11, 2020 Request for an Order of Discovery Compliance submitted by Michael and Diane Karabin ("the Karabins" or "the Intervenors") to the Council in this matter. As is discussed in greater detail below, Southington Solar One should not be forced to provide the information sought by the Intervenors in response to their Interrogatory 4(d), however, a more detailed response to Interrogatory 4(g) is provided below.

As an initial matter, Southington Solar One was surprised to learn of the Intervenors' concerns with its discovery responses through a Request for an Order of Discovery Compliance formally submitted to the Council. As the Council is well aware, Connecticut Practice Book section 13-8(c), Objections to Interrogatories, states in pertinent part that "No objections to interrogatories shall be placed on the short calendar list until an affidavit by either counsel is filed certifying that bona fide attempts have been made to resolve the differences concerning the subject matter of the objection and that counsel have been unable to reach an agreement." Although the rules for Siting Council proceedings differ slightly from those found in the Practice Book, had counsel for the Intervenors contacted the undersigned, at least one of the two issues would have been resolved immediately, without Siting Council intervention.

The issue that could have been resolved immediately involves Southington Solar One's response to Interrogatory 4(g), which asks for information regarding the anticipated cost of restoration of the 26.6 acres of Prime Farmland Soils on the site, and provide information regarding how that cost estimate was

arrived at, along with any “documents, models, studies etc. which have been used or relied on in connection with such future Prime Farmland Soils restoration and the cost.”

Southington Solar One’s answer provided the cost estimate of \$244,000, and that answer further noted that the majority of those 26.6 acres would not need to be restored because they would be undisturbed. The restoration estimate was “based on restoring 3.7 acres of disturbed Prime Farmland Soils,” which consisted of “5.3 acres of disturbed area less the access road area.” Southington Solar One went on to describe the variables that it considered when developing this estimate and noted that these estimates were provided by a third-party civil contractor, BluRoc, who had experience with such civil work.

However, the Intervenor’s are correct that Southington Solar One only provided them with a description of the variables considered and did not provide the Intervenor’s with the calculations themselves nor BluRoc’s verification of those calculations though BluRoc’s submittal of information that formed the basis of the estimates. Those calculations and verifications are included with this Objection in the attached Exhibit A, and Southington Solar One regrets failing to provide them to the Intervenor’s when it originally filed its interrogatory responses. The first page of Exhibit A is BluRoc’s quote for necessary removal work, and the second page of Exhibit A is the full itemized list of relevant costs and a reconciliation of those costs over time. For the sake of a complete response, Southington Solar One notes that it did not rely on any documents, models or studies other than the materials provided as Exhibit A to this Objection in developing those cost estimates. As such, Southington Solar One has now fully responded to Interrogatory 4(g).

Candidly, Southington Solar One has also fully responded to Interrogatory 4(d) as written, although Southington Solar One acknowledges that it likely did not respond to the interrogatory the Intervenor’s *wanted* to issue. Interrogatory 4(d) consists of the following question: “Have there been other solar projects in Connecticut where Prime Farmland Soils have been excavated and stockpiled or reused?” After objecting to the Interrogatory on several grounds, Southington Solar One answered that “subject to

the foregoing objections, the Petitioner states that, to its knowledge, yes – there have been other solar projects in Connecticut where Prime Farmland Soils have been excavated and stockpiled or reused.”

In their Request for an Order for Discovery Compliance, the Intervenors state at the bottom of page two that “the answer is inadequate (yes-there have been other project [sic] in Connecticut where Prime Farmland soils [sic] have been excavated and stockpiled or reused) as it gives no specifics of the existence and details of such other solar projects where Prime Farmland Soils have been excavated and stockpiled or reused.” There are two problems with Intervenors’ assertion with respect to this matter.

The first problem is that the Intervenors never requested the specifics regarding such stockpiling of soils that the Intervenors now seek. The Intervenors asked a simple yes-or-no question – *have there been other projects where there has been the stockpiling of soils?* Southington Solar One answered that question in the affirmative. It was not required to provide specifics because that interrogatory never requested such specifics.

Obviously, however, Southington Solar One anticipated that the Intervenors wanted such specific information, therefore Southington Solar One did more than simply answer “yes” and move on. Southington Solar One noted that the information was as available to the Intervenors as it was to Southington Solar One. That is because while Southington Solar One is generally aware that such stockpiling has occurred, Southington Solar One has not engaged in such stockpiling, nor has any project undertaken by Southington Solar One’s parent company, Verogy, engaged in such stockpiling.

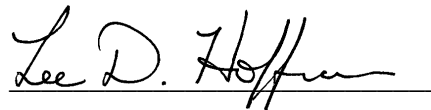
In order to provide the Intervenors with the level of detail that they wanted (but did not ask for), Southington Solar One would have to comb through the records of all of the Siting Council’s approvals of solar PV projects to ascertain, first, which project sites contained Prime Farmland Soils. After that, Southington Solar One would have to search the records to determine which sites claimed that they would stockpile such soils either in their petitions, their interrogatory responses or their Development and Management Plans. Then, Southington Solar One would have to contact each developer to ascertain if those developers undertook the stockpiling of soils as contemplated in their Siting Council submittals.

Such research will likely take tens, if not hundreds, of hours to do correctly. Southington Solar One does not bear the burden of conducting that research when it has no special documentation or knowledge of other developers' activities. The Siting Council's records are well-organized and available online. Therefore, Southington Solar One stands by its original objection to this Interrogatory because the information is as available to the Intervenors as it is to Southington Solar One.

Given that Southington Solar One has now produced all documentation in its possession that is responsive to Interrogatory 4(g), and cannot provide any further information that is responsive to Interrogatory 4(d) without undertaking extensive research that the Intervenors' own counsel is capable of performing, Southington Solar One respectfully requests that the Siting Council deny the Intervenors' Request for an order of Discovery Compliance.

Respectfully Submitted,

Southington Solar One, LLC



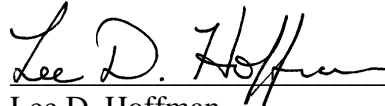
By:

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lhoffman@pullcom.com
Its Attorneys

CERTIFICATION

I hereby certify that on this 25th day of November, 2020, the foregoing was delivered by electronic mail, in accordance with § 16-50j-12 of the Regulations of Connecticut State Agencies, to the following parties and intervenors of record:

Paul E. Zagorsky, Esq.
Law Offices of Zagorsky, Zagorsky & Galske, P.C.
73 East Main Street
PO Box 218
Plainville, CT 06062
paul@zzglaw.com
860-793-0200



Lee D. Hoffman

10/2/2020



Proposal Rev. 1
 Verogy Solar
 1012 East Street
 Southington, CT

Lump Sum Price: [REDACTED]

- Additional Mow if required - [REDACTED] per mowing.
- Additional Dust Control if Required - [REDACTED] per day
 - Includes truck, driver, and water
- Additional Hydro seeding if required - \$ 10 cents per SF
- Regrade sediment basins to preexisting contours - \$55,000.00
- Remove Conduit - \$7.00 per LF
- Remove Access Road - [REDACTED] per LF
- Trenching & Backfill for Conduit - [REDACTED] per LF
 - Includes sand bedding and seeding, conduit not included.
- Concrete pad prep - [REDACTED] per SF
 - Install and compaction of 8" of gravel. Concrete work not included.

General Notes and Assumptions:

1. Proposal is based on the drawings provided by All Points Technology dated 9/11/2020.
2. Price includes the installation of standard silt fence where shown on the drawings.
3. Proposal includes clearing of approximately one acre as shown on the drawings.
4. Proposal does not include exporting of any soils off-site. Any excess excavated soils will be spread on-site.
5. Proposal does not include importation of any topsoil. Excess topsoil generated on-site will be used for basin construction.
6. Proposal includes the installation of Solmax Bentoliner on the side slopes of the basins as the clay liner.
 - a. Liner to be embedded into undisturbed soil on downstream side of basins per conversations with Verogy and All Points.
7. Upon Completion of access road and basin construction, all areas disturbed by BluRoc will be hydro seeded.
 - a. Pricing reflects the use of the Ernst seed mix proposed by Brad Parsons of All Points.
8. Once hydro seeded, BluRoc is not responsible for restoring any rutting etc. caused by others.
9. BluRoc will provide traffic flagging for our equipment/material deliveries as necessary.

10/2/2020

10. Proposal includes maintenance of E&S controls, sweeping, and dust control while BluRoc is actively working on-site only.
11. Proposal assumes that Verogy will provide any town/state road permits that may be required before BluRoc mobilizes to site.
12. Proposal does not include any fencing/gates, tree/shrub plantings, ledge excavation/removal, permits, any costs associated with contaminated soils or buried trash encountered, concrete work, or any trenching for electrical conduits.
13. BluRoc reserves the right to adjust pricing if any updated project drawings are released.

Sincerely,

Tom LaVergne

Tom Lavergne | V.P. Land Clearing and Pipeline

BluRoc, LLC

2 Bay Road, Suite 100

Hadley, MA 01035

Cell: 413-387-8905



Exhibit A, Page 2

Southington Solar One, LLC
 Estimated Cost to Restore 3.7 Acres of Prime Farmland Soils

Line Item	Description	Qty	Units	Unit Cost	Subtotal
Total Area to be Re-seeded	Re-seeding of disturbed areas	161505	Sq/Ft	\$ 0.10	\$ 16,797
Stormwater Basin Restoration	Restoration of all Stormwater Basins		Total cost to restore		\$ 55,000
Electrical Conduit Removal	Remove All Conduit	4800	L/Ft	\$ 7.00	\$ 33,600
Equipment Pad Removal	Remove All Concrete Pads	2464	Sq/Ft	\$ 1.30	\$ 3,200
Dumpsters for Conduit & Concrete	Disposal for Removed Material	20	No. / Dumpsters	\$ 500.00	\$ 10,000
Sub-Total Cost					\$ 118,597
General Conditions	20% Contingency on Subtotal		Total Cost for Management		\$ 23,719
Permits & Fees	State and Local Permit Fees		Total Cost for Permits & Fees		\$ 17,000
Total Cost					\$ 159,316
TOTAL Cost If Work Performed in 2021					\$ 159,316
TOTAL Cost If Work Performed in 2022					\$ 160,909
TOTAL Cost If Work Performed in 2023					\$ 162,518
TOTAL Cost If Work Performed in 2024					\$ 164,143
TOTAL Cost If Work Performed in 2025					\$ 165,785
TOTAL Cost If Work Performed in 2026					\$ 167,443
TOTAL Cost If Work Performed in 2027					\$ 169,117
TOTAL Cost If Work Performed in 2028					\$ 170,808
TOTAL Cost If Work Performed in 2029					\$ 172,516
TOTAL Cost If Work Performed in 2030					\$ 174,241
TOTAL Cost If Work Performed in 2031					\$ 175,984
TOTAL Cost If Work Performed in 2032					\$ 177,744
TOTAL Cost If Work Performed in 2033					\$ 179,521
TOTAL Cost If Work Performed in 2034					\$ 181,316
TOTAL Cost If Work Performed in 2035					\$ 183,129
TOTAL Cost If Work Performed in 2036					\$ 184,961
TOTAL Cost If Work Performed in 2037					\$ 186,810
TOTAL Cost If Work Performed in 2038					\$ 188,678
TOTAL Cost If Work Performed in 2039					\$ 190,565
TOTAL Cost If Work Performed in 2040					\$ 192,471
TOTAL Cost If Work Performed in 2041					\$ 194,396
TOTAL Cost If Work Performed in 2042					\$ 196,340
TOTAL Cost If Work Performed in 2043					\$ 198,303
TOTAL Cost If Work Performed in 2044					\$ 200,286
TOTAL Cost If Work Performed in 2045					\$ 202,289
TOTAL Cost If Work Performed in 2046					\$ 204,312
TOTAL Cost If Work Performed in 2047					\$ 206,355
TOTAL Cost If Work Performed in 2048					\$ 208,418
TOTAL Cost If Work Performed in 2049					\$ 210,503
TOTAL Cost If Work Performed in 2050					\$ 212,608
TOTAL Cost If Work Performed in 2051					\$ 214,734
TOTAL Cost If Work Performed in 2052					\$ 216,881
TOTAL Cost If Work Performed in 2053					\$ 219,050
TOTAL Cost If Work Performed in 2054					\$ 221,240
TOTAL Cost If Work Performed in 2055					\$ 223,453

NOTE: Assumed rate of annual inflation for work completed after 2021 but before 2056 is 1.0% per year