

**BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN**

Application for a Certificate of Public
Convenience and Necessity of Grant County Solar,
LLC to Construct a Solar Generation Facility, to
be Located in Grant County, Wisconsin.

Docket No. 9804-CE-100

GRANT COUNTY INTERVENORS INITIAL BRIEF

I. INTRODUCTION

Grant County Solar, LLC, an “affiliate” of NextEra, has filed an application with the Wisconsin Public Service Commission for a Certificate of Public Convenience and Necessity. Grant County Solar’s 200 MW solar project with a project footprint of roughly 2,058 acres in Iowa County, on land leased to the company, would be expected to be operational for at least 30 years into the future. Ex.-GCS-Application, p. 1. Grant County Solar, LLC, has characterized this project, and applied for this project, as an independent power producer, thereby exempting the project from certain application and review requirements. *Id.* These exemptions are claimed despite a concurrent docket by which Wisconsin Power & Light would acquire this project and five others immediately after a CPCN is expected to be granted in this docket. See PSC Dockets 6680-CE-182; 6680-AE-120. This “site and acquire” sleight of hand is unacceptable procedure and practice by applicants before the Commission, because solar projects are being granted CPCNs and sited with the limited “IPP” review rather than project review as a utility project.

In addition, environmental review is inadequate. Were this any other type of generation of 200MW, as a Type I facility, an Environmental Impact Statement would be required. To date, the PSC code has a hole where solar environmental review should be – the project is regarded as

a Type III action under Wis. Admin. Code § PSC 4.10(3), and no environmental review is **required** under the code. Likely acknowledging the potential for impacts, the Commission is now performing Type II Environmental Assessment review. Given the size of the project in megawatts and acreage covered, the type and extent of potential impacts admitted in the EA, and the unknown nature of most potential impacts, also admitted in the EA, this lesser level of environmental review is inadequate.

The issues presented are, as set forth in the Prehearing Memorandum, are “Does the proposed project comply with the applicable standards under Wis. Stat. §§ 1.11, 1.12, 196.025, and 196.491, and Wis. Admin. Code chs. PSC 4 and PSC 111?” Scheduling Order (PSC REF #398240). The Certificate of Public Convenience and Necessity criteria provides a general framework for review of electric generating facilities, but unlike other generation and transmission, particularly wind, there are no solar specific rules to guide the Commission. That is particularly troubling because this project is in the first wave of utility scale central station solar project to be applied for in Wisconsin.

Grant County Solar’s Application for a Certificate of Public Convenience and Necessity for its proposed 200 MW solar project should be denied. Because so much is uncertain and unknown yet applications are being applied for and CPCNs ordered, and because the project’s impacts would be contrary to adopted land-use plans; because land would be removed from agricultural production for at least 30 years, if not permanently; because the solar equipment has not yet been selected or ordered; and because the Grant County Solar project is moving forward under the site/acquire model and will be transferred to a utility almost immediately upon being granted a CPCN without the review required for a utility-owned project; this application is premature.

If the CPCN is not denied, there must be conditions to provide information about impacts of utility scale solar to inform future decisions in the many areas where is currently little or no information available.

I. GRANT COUNTY SOLAR HAS NOT MET ALL THE CPCN REQUIREMENTS.

Generally, a CPCN is reviewed under Wisc. Stat. §196.491(3)(d), and after removal of the criteria expressly inapplicable to wholesale merchant plants, Wis. Stat. §196.491(2), and those related to the impact of air pollution, there are few CPCN statutory requirements remaining. Wis. Stat. §196.491(3)(d) (selected). The Commission must make affirmative findings regarding what applicable criteria remains. Also at issue are the requirements of Wis. Stat. §§ 1.11, 1.12, 196.025, and 196.491, and Wis. Admin. Code chs. PSC 4 and PSC 111.

A. A CPCN for the Grant County Solar project is not in the public interest.

The Commission must make a finding that “the design and location or route is in the public interest considering alternative sources of supply, alternative locations or routes, individual hardships, engineering, economic, safety, reliability and environmental factors...” Wis. Stat. §196.491(3)(d)3. The applicant focuses in part on “public interest” in terms of safety codes and reliability factors. See, e.g., Direct-Grant County Solar-Gil-11. Other factors to be considered leave questions, with too many admitted uncertainties.

1. Alternative locations were not considered.

The Commission’s interpretation of “alternative locations” is that a developer must provide an additional 25% of land as “alternative project areas” to give options for siting should there be prohibitive conditions in the developers planned footprint. See Ex.-GCS-Application-6 (Section 1.4.2.1, referencing “PSC guidelines.”). Conversely, where the application section heading referencing “guidelines” is “Alternative Project Areas. Describe the project area

screening and selection process used to select the proposed project area,” the EA, Section 2.2.1, refers to “Applicant’s Siting Process.” There’s no discussion of “guidelines.” Instead, this is an arbitrary process, based on applicant’s weighted factors of transmission and injection Capacity; Solar Resource; Landowner & Customer Interest and Community Support; Constructability; Environmental Factors; and Cultural and Historic Resources.” Ex.-PSC-EA-8-9.

Additional land at 25% of the project footprint was identified, but not “alternative locations.” This narrow view is not supported by law or rule, is not in compliance with the state’s brownfield law, and does not meet the public interest requirement of alternative locations.

2. Individual hardships will exist and weren’t given adequate consideration.

Specific individual hardships were raised by Grant County Intervenors, in the case of the Frears, their need to uproot their family and build on a site away from the project:

Due to Grant County Solar’s vague claims, our questions that have gone unanswered, the lack of siting rules and regulations, and lack of studies on solar installations of this scale, we feel the potential risks are too high to stay here if the project goes through. As a result, we are making plans with our family to move to another property and build a new home. This is an extreme hardship for our family.

Direct-GCI-Frear-r-2.

This solar project will cause individual hardships for many in this community. Who will want to live here around this project? What is one reason a person would have for wanting to be near this project or see this project aside from financial compensation. A few stand to benefit from the direct income of the project but many have to deal with the local impact of business and land values. I know of multiple families living near the project that are making plans to move should this project go through. How fair is this for people not involved in the project.

That is evident in the “good neighbor agreements.” The good neighbor payments are anything but what the name implies. If this project is so positive then why is the company going to such great lengths to make sure our questions are not answered? To make sure there are not public meetings? It seems the company feels it cheaper or more efficient to pay people a yearly amount to waive all rights than deal with any problems that may arise due to their project.

Direct-GCI-Reynolds-3.

Other examples of individual hardship were raised:

A clear economic hardship that we will suffer is in property values. Section 3.2.4.3 of the Environmental Assessment addresses property values, and the type of property values at issue should be extended to include increased agricultural land rents as a result of taking good agricultural land out of production. Section 3.2.1.1 of the Environmental Assessment notes that “across the 2,058-acre project study area, 92% of the land is currently in agricultural use.” Ex.-PSC-EA. Not all land being farmed is being farmed by the owner of that land. NextEra/GCS was able to come in and offer three times the current land rent rates on agricultural land, which many landowners would be eager to accept, and then if the project goes forward, we’re forced to support it since we don’t get to choose where we buy power from. This is not fair – we were here before the project, and we ask that the PSC take our concerns to heart.

Direct-GCI-Adrain-r, p. 2.

Another type of individual hardship is related to damages we may suffer due to the extreme weather conditions in this area, the reason we question the ability of the project to withstand extreme weather events. The area we live in has been labeled by locals as “Tornado Alley”. It is a very high wind/severe weather prone area. We found debris from the tornado that occurred on March 28, 2020, scattered for 1.5 miles. In another storm this spring, less than ¼ mile from the proposed project area, a neighbor lost their cattle shed. There were cattle on the highway and in other neighboring fields. It was 11:00 pm and yet over 100 neighbors and passers-by stopped to get cattle corralled, clean up debris, and many showed up again the next morning to help with further clean up. Our concerns at that moment were, “what if there had been solar panels?” What damage or injury would flying panels have inflicted. In this respect, the project poses the threat of an individual hardship for us and our family farm.

Direct-GCI-Adrian-r, p. 4-5; see also Direct-Cray-r-5.

The project only considered economic impact in terms of benefits, dollars paid, to those participating, and not impacts on those in the community, nor consideration of impacts that would be experienced by a farmer needing to rent land:

Loomis testifies that “The farmer is financially better off under the solar lease in 100% of the 500 scenarios analyzed.” Direct, p. 6, l. 8-9. This is a misnomer, because it should say “investor,” not farmer, as a majority of the contributors are not farmers and do not live here. When the solar project is built, there will be no farming on that land, another reason that the term “farmer” should not be used.

Loomis also states, “Thus, the Economic Impact Analysis concluded that the land

use value of solar leasing far exceeds the value for agricultural use.” Direct, p. 6, l. 18-19. This is true for farmers that would potentially lease the land – farming cannot compete with solar leases and therefore farmers currently leasing land to farm will experience extreme hardship traveling further to find and secure land to farm. A solar project skews the agricultural land-leasing market.

Rebuttal-GCI-Frear-r2, p. 3-4.

Regarding hardship, Grant County Solar raised hardship based on noise, not raised by any party, and in a conclusory statement rejected any possibility of hardship related to noise:

Project related sound will not exceed 45 dBA at nighttime and 50 dBA during the daytime, which is consistent with the requirements for wind generating facilities found in Wis. Admin. Code § PSC 128.14. Accordingly, the operation of the Project will not result in any individual hardships based on noise. Wis. Stat. §§ 196.491(3)(d)3.

Rebuttal-GSC-CallahanR-2. Despite the fundamental differences in the characteristics of wind and solar, there is no explanation for use of wind noise limitations, other than that there is no state solar noise regulation in the state of Wisconsin.

There is no mention of “individual hardship” in the application, nor is individual hardship addressed in testimony, other than that of Ryan Callahan, above. Ex.-GSC-Application; Direct-GCS-Gil; Direct-GCS-Locker; Rebuttal-GCS-Gil; Rebuttal-GCS-Locker; Surrebuttal-GCS-Gil; Surrebuttal-GCS-Locker. Rather than avoid, acknowledge, mitigate, or compensate, Grant County Solar outright denies individual hardship:

Gil also testifies that “Grant County Solar has made, and will continue to make, good faith efforts to address individual concerns as the Project progresses. To date, Grant County Solar is not aware of any individual hardship of the nature that should preclude authorization, construction, or operation of the Project.” Direct, p. 10, l. 8-10. This sentence utterly discounts our situation in a solar project that we do not want to live in. We are having to pull up our roots and move away from the project – this is individual hardship at its core.

Rebuttal-GCI-Frear-r2, p. 7-8.

Where there are neighbors who object to the project, and raise negative impacts, factors

that are hardships such as loss of property value, fencing, change in the community ranging from viewshed and aesthetics, the applicant proposes “good neighbor agreements,” which is an agreement to be a “good neighbor” and not object to the project in exchange for money:

That is evident in the “good neighbor agreements.” The good neighbor payments are anything but what the name implies. If this project is so positive then why is the company going to such great lengths to make sure our questions are not answered? To make sure there are not public meetings? It seems the company feels it cheaper or more efficient to pay people a yearly amount to waive all rights than deal with any problems that may arise due to their project.

Direct-GCI-Reynolds-3.

“Good neighbor” effects agreements are the first means of addressing objections raised by Commission staff, followed by mention of minor adjustments to layouts and screening.

Direct-PSC-Tomaszewski-9.

3.2.4.2 Landowner Agreements/Easements/Good Neighbor Agreements

Some renewable energy projects offer “good neighbor agreements” to nearby non-participating residences. These typically include payments to mitigate some impacts that may affect the non-participant. GCS stated that effects easements are being negotiated with several non-participating landowners at the time of the application and provided a sample of the agreements being offered³³.

Ex.-PSC-EA-36; see also p. 3 (landowner objections to use of “good neighbor” agreements).

1. **Grant.** Owner grants to Operator an irrevocable, non-exclusive easement for sound, noise, visual, view, light, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project or activity located on the Property or on adjacent properties over and across the Property (collectively “**Effects Easement**”). The Agreement shall be in effect as long as Operator is operating the Project. If Operator does not continue to use the Effects Easement, Operator shall provide evidence of termination. Operator shall not be permitted to drive on the Property or use the Property as a right-of-way.

Ex.-GCS-Gil-15r-2.

These agreements are superficial, buying neighbors off, treating symptoms and not addressing the issues raised directly. Worse, the signer of a “Good Neighbor” effects easement gives up all rights with respect to any “effects attributable to the Project or activity...” and does so in signing the agreement before construction and operation, without knowledge of the breadth

of impacts. The Commission, the public, and landowners who must live with the project deserve to know the full extent of impacts prior to construction and operation. If the project does prove to be harmful in some way, or a nuisance, the landowner has waived their rights and given up options for relief. Because these agreements are signed prior to construction and operation, with uncertainties and unknowns, these agreements should have no legal effect.

GCS has also offered, after complaint and negotiation by landowners, the possibility of vegetative screening, or remediation of communication interference. See e.g., Tf.-Gil-79-83; Ex.-GCS-Gil-8. It is important that landowners not be required to sign away any rights to have the issue corrected, mitigated, and to be compensated. GCS states that a waiver is not required. When asked if a waiver must be signed releasing the company from liability, “The answer is no.” Tr.-Gil-83:10. This is a material issue to Grant County Intervenors, people who, if a CPCN is granted, must live with the project.

The project has not met its burden of production or proof regarding individual hardship. Conversely, in offering “good neighbor” agreements, agreements that include an “easement” for any effects of the project, the company acknowledges effects sufficient to trigger an “effects easement” and some compensation.

3. Grant County Solar has not addressed the negative economic impacts.

Grant County Solar has addressed economic impacts, but only the positive economic impacts, and landowner impacts are addressed only from the point of view of a landowner leasing land to the project. Property valuation was inadequately addressed with a report using “comparable” properties cut and pasted from another project’s “property valuation report.”

a. Negative economic impacts

We know the significant impact that our relatively small family farm has on our local economy. From feed mills to implement dealers, and construction to

seasonal laborers, the success of our farming operation relies on hundreds of our neighbors, in turn, putting money back in to their pockets. What is the local economic impact of removing 1,403 or more acres of farm ground from active production by covering those acres with over 700,000 solar panels for over 30 years? Those of us living here in and around the project, and our neighbors in agricultural related businesses and industries will pay the price.

Direct-GCI-Wagner-4.

GSC's Loomis had a very limited scope of consideration of negative impacts focused on "participating landowners," with no regard to local agricultural businesses or farmers seeking to lease land for farming:

Any potential loss of farm revenue and individual income would only be incurred by participating landowners. The participating landowners are fully compensated for any such potential losses by their lease payments.

Rebuttal-GCS-Loomis-2. He goes on to say that "The agricultural supply chain will not see a significant loss of seed sales, repairs, contracting work, etc. as a result of this project." Id.

However, there is no evidence to support that claim. Loomis states that the project would not affect availability of land to lease for farming, yet states that he does not know what percentage of the project land is leased for farming. Loomis repeatedly relies on the statement that "the Project site represents less than one percent (0.23%) of the acres used for farming in Grant County," but fails to take into account the percentage of the immediate community absorbed by this project. Rebuttal-GCS-Loomis-3. He sees economic impact only on those who lease land to the project, and avoids consideration of the impacts of farmers needing to lease land for farming.

Tr.-Loomis-35:16-21. Using Loomis' high level view, the community on the ground is ignored.

b. The Marous Market Impact Analysis is flawed through reuse of outdated comparable listings that are not comparable.

The Marous' Market Impact Analysis was claimed to be an analysis of "the potential impact, if any, on the value of the surrounding residential and/or agricultural properties from the

development of the Grant County Solar Project.” Ex.-Application, Appendix AA. Instead, the Analysis was a rehash of the Badger Hollow Market Impact Analysis using the same comps without knowledge if properties had been marketed and sold since that time, and repeatedly referencing “wind” in a “solar” report. Tr.-Marous-52:12-17; see also 43:17-52:11; Ex.-Application-Appendix AA. No weight should be given to this “Market Impact Analysis.”

4. Development of a complaint process is in the public interest.

Whether a project is in the public interest is a broad issue. There are many uncertainties and much unknown information about potential impacts of a utility scale solar project. Where there are so many potential impacts, there must be a means to address them, and that the procedure and party responsible must be conveyed to those who must live with this project.

If a CPCN is ordered, the Commission should require as conditions that the applicants develop a complaint process, and that the applicant should provide a copy of the complaint process, with the owner’s contact information, to all landowners within the project footprint, as was suggested by Commission staff in the Pt. Beach solar docket (9802CE-100). Ex.-GCS-Gil-14; see also Ex.-GCS-Gil-9.

Failure to develop a complaint process and distribute it to directly affected and adjacent landowners prior to construction is against the public interest.

5. Development of a decommissioning plan is in the public interest.

Planning, financial assurance, and successful decommissioning is in the public interest. However, GCS did not include a decommissioning plan in its application or in an exhibit. “A decommissioning plan for the project does not currently exist.” Ex,-GCS-Gil-9. However, GCS’ witness Blank has worked on Decommissioning Plans and as project manager has worked on decommissioning plans for solar projects, including Wisconsin. Ex.-GCS-Blank-1. Blank would

not disclose what decommissioning plans she had worked on or was working on in Wisconsin. Tr.-Blank-205-206.

Decommissioning plans have been included with other applications and the applicant did not provide an explanation of why it was not part of the application, however the applicant has agreed to provide the decommissioning plan prior to construction. Tr.-Gil-65-67; Ex.-GCS-Gil-9. A decommissioning plan is proposed as one of the requirements in the Commission's Application Filing Requirements docket (5-AFR-700). The Commission should require that the applicants develop a decommissioning plan with financial assurance sufficient to decommission the project, with updates in the plan and financial assurance every five years. See Direct-PSC-Tomaszewski-12, confirming GCS's Gil's commitment to provide decommissioning plan prior to construction.

Planning for decommissioning and financial assurance is also a matter of public interest because many renewable leases have a clause transferring responsibility to the landowner if the project owner does not decommission the project, with collection of costs from project owner up to the landowner. The Grant County Solar lease is one such lease with a "self help" clause:

22.21 **Self Help.** If Operator fails to timely remove any Improvements from the Owner's Property after expiration or termination of this Agreement and after the time period provided in this Agreement for Operator to remove such Improvements, then and in such event (i) such Improvements will be deemed abandoned by Operator, (ii) Owner may remove the Improvements and Operator will pay Owner's charges for such removal upon demand, and (iii) all such Improvements removed from the Owner's Property by Owner may be handled or stored by Owner at Operator's expense, or may be sold by Owner for the account of Operator (to the extent Operator owes certain amounts to Owner under this Agreement) less Owner's costs in connection with such storage/sale(s).

Ex.-GCS-Gil-15pr, p. 28 (PSC REF #406097-public).

The Commission should put a condition in any CPCN requiring a decommissioning plan, together with adequate financial assurance for decommissioning, and also prohibit such clauses that provide an escape for project owners, with a condition that such "self help" clauses be void as a matter of law.

B. Grant County Solar will have an adverse impact on “other environmental values.”

To grant a CPCN to the project, the Commission must make a finding that “[t]he proposed facility will not have undue adverse impact on other environmental values such as, but not limited to, ecological balance, public health and welfare, historic sites, geological formations, the aesthetics of land and water and recreational use.” Wis. Stat. §196.491(3)(d)4. The project’s specific and more general uncertainties and unknowns of utility scale solar projects require that additional study be completed before a CPCN is granted. In the alternative, if granted, the Commission’s Order should include requirements for study of environmental issues.

1. Applicant will not commit to solar panel to be used.

The choice of solar panel is an important one. GCS raised applicant’s failure to commit to the solar panel it plans to use. As an Associate Lecturer in Basic Metals and Additive Manufacturing Processes and Lab Coordinator at University of Wisconsin - Platteville, GCI’s Henry Frear has questions about the ability of each of the panels proposed to withstand the frequent area storms. Ex.-GCI-Frear-1.

A change in technology, a reliability issue, a weather event, and passage of time making technology obsolete, and may lead to an earlier decommissioning of a significant quantity of panels and currently the capacity to safely dispose of these on this scale does not exist in the US. In the case of anything other than an ideal project lifecycle, we the neighbors and we the rate payers may well be left with the mess and the bill. It is not “unlikely” that this could happen here given the tornado and derecho, two 100+ MPH wind events, that came through the proposed project area just this year. NextERA/GCS’s PSC data request response, ironically submitted on the same day as the derecho, stated that the array will be constructed to withstand up to 105 MPH winds, which they consider a once in 300 year event. This discrepancy between design and our experienced severe weather events over the past 10 years is cause for alarm.

Direct-GCI-Frear-r-8.

Grant County has more severe weather events than anywhere else in the state. The land that this project has been sited on has had a tornado and a derecho come

through just this year. On our property, we lost a barn to the tornado and a second barn along with countless trees to the derecho. We have attached photos of the tornado, and an article quoting Henry Frear regarding the storm as Ex.-Grant County Intervenors-Frear-4. ... In the last 5 years on the very land of the proposed facility, there have been numerous extreme weather events with associated damage, including a grain bin was crushed by wind and the roof of a barn taken off by an unconfirmed tornado (see picture) which landed on our land a half a mile away.

Direct-GCI-Frear-r-9. When asked for all documentation of robustness or lack thereof, and technical specifications, GCS's Callahan responded nominally, and regarding wind tolerance, the only document produced was a map of wind speed. Ex.-GCS-Callahan,Pr-1-2, Response to GCI-5. Risk Category I- American Society of Civil Engineers 7-10. (See Attachment GCI-Doc-5(c)).

In addition to the necessity of identifying the make and model of the panel used, the composition is an issue as well:

As NextEra/GCS has stated, they don't know which panels will be used because the technology is constantly changing. Another of our concerns is that solar panels contain heavy metals, meaning that hazards are present when panels are manufactured, damaged, and disposed. In order to properly assess the potential safety and cost impacts, the type of panel as well as the process and channel for recycling needs to be known.

Direct-GCI-Frear-r-7.

GCS steadfastly refuses to commit to a make and model of solar panel to be used:

To commit to a solar panel this early in the project is not necessary. It would not be prudent for a company to make such a commercial investment prior to the project getting approved by the state. Also, if we made the decision now, we would not be able to take advantage of efficiency improvements in solar manufacturing in that the rapidly advancing technology and the efficiencies in prices are coming down, and the project would like to take advantage of benefits.

Tr.-Callahan,P.-108; see also Ex.-Callahan,P-5r.

This is not an "early" stage of the project. We are on the eve of this project coming before the Commission -- it has been ongoing since some time prior to September, 2020, when

the example lease was signed. Ex.-GCS-Gil-15r-16 of 45.

As a condition of any CPCN Ordered, GCI requests a condition that applicant specify the panel to be used before ownership of the project is transferred to, or acquired by, another entity.

2. Stray voltage is enough of a concern that conditions for stray voltage testing are part of solar CPCN Orders.

The Crays’ expressed concern about the impact of stray voltage from the project on their cattle operation. The Applicant has committed to compliance with conditions found in other CPCN Orders. Ex.-GCS-Callahan-7r (Pre- and post-construction stray voltage testing will be conducted in accordance with Wis. Admin. Code § PSC 128.17); see also Direct-PSC-Chee-4.

3. Setbacks established by applicant are not supported

In its application, Grant County Solar states that “[a]bsent any specific setback guidelines for solar PV projects set by the Township or county,” not mentioning the state’s absence of solar siting rules, and posts the following setbacks:

Table 1.5.3: Minimum Setback Distances

Structure	Distance (feet) ⁵
Residences	150
Property Lines	38
Other Buildings (includes animal barns and storage sheds)	150
Public Road ROW	5
Overhead Utility Service Lines	20

Ex.-Application-10, Table 1.5.3.

What’s the origin of these setback distances?

Gil also testifies that, “For example, based upon landowner feedback, Grant County Solar established setback distances of 150 feet from the Project fence line to residences and other buildings.” Direct, p. 7, l. 18-19. The Commission must take notice that the participating landowners that have leased land for this project predominantly DO NOT

LIVE HERE. See map accompanying our Direct Testimony. These landowners' feedback should not be given much weight as they are not the ones who must live with this project – we are the ones directly affected.

Rebuttal-GCI-Frear-2r-6. When asked to “Provide documents relied on as basis for setback distances of 150 feet from the Project fence line to residences,” the applicant’s response states:

Grant County Solar has no responsive documents in its custody, possession, or control.

Ex.-GCS-Gil-13.

The Commission should not site solar projects until it has established basic siting standards, such as setbacks. Setback distance used by applicants has no basis in science or law.

4. Impacts of fencing require study and preclude requiring fencing around arrays prior to investigation of impacts on wildlife.

GCS claims that “Avoidance of wetlands and waterways with large setbacks has provided numerous corridors running between the fenced-in array areas that will allow for safe passage of Wildlife... In this way the Project will not cause any undue adverse impact relating to wildlife or the environmental value of ecological balance.” Rebuttal-GCS-Locker-r-10-11.

GSC’s Frear testimony addressed fencing concerns:

Grant County Solar’s Locker testifies, for example, that “Moreover, the Project will use deer fencing around solar arrays, which the Commission determined in the recent Point Beach Solar proceeding is “less hazardous to wildlife.” While Point Beach Solar is planned for both sides of Highway 42, that highway is not as heavily traveled as Highways 35 & 61 though the Grant Count Solar project, thus it is not comparable. Along Highways 35 & 61, deer often cross this highway and would most likely become a hazard to motorists when they are trapped between the tall wildlife-proof fences up and down the highway and town roads. “All dead or injured wildlife found by Project personnel or others in the Project Site will be reported to the company's appropriate environmental services personnel.” Direct, p. 9, l. 10-12. This is vague. Reported by those “in” the project site? What company will these animals be reported to, Next Era? Alliant? One of the 3 GCS facility employees? And what will happen with these reports, are they filed with the Commission, the DNR? This needs clarification.

Direct-GCI-Frearr-4; see also Direct-GCI-Reynolds-1-2.

The EA does acknowledge that fencing around the arrays will have an impact on wildlife:

Use of the deer exclusion fence around arrays, similar to what was recommended by the Minnesota DNR for large solar sites and required by the Commission in previous solar dockets should allow for the passage of smaller mammals, reptiles, and amphibians while preventing the access of larger animals such as deer. By not using barbed wire on the array fences, the risk of wildlife injury due to entanglement is decreased. GCS states that deer fencing would be utilized around the arrays. However, for public safety reasons, a seven-foot chain link fence that includes one foot of barbed wire on top would be installed around the collector substation site. The additional fencing in the landscape around the facilities would affect wildlife movement corridors across the project area. Larger animal species would find the fenced area a barrier to movement, which could cause habitat fragmentation. **Where a solar facility fence line runs along a road, deer that start to proceed along the ROW may have movement restricted, which could lead to more interactions with drivers.** The proposed project does have some areas free of fences, particularly along drainage features or waterways, where wildlife may find routes between the arrays.

Ex.-PSC-EA-25 (emphasis added); see also Ex.-GCS-Locker-7. “Interactions with drivers” is a tidy euphemism for deer/auto wrecks. The testimony of PSC’s Tomaszewski succinctly summarizes the EA’s discussion of fencing impact:

The fenced arrays would restrict movement and use by certain larger species.

Direct-PSC Tomaszewski, p. 6, l. 12-13.

While impacts are acknowledged, there is nothing in the record about specifics of impacts, nothing in the record about different impacts to different types of wildlife, nothing in the record about literal “impacts” of deer with cars, nothing about how various types of wildlife interact with solar fencing of so many acres. This is an area with few studies, and applicants have not produced studies to provide any reassurance that impacts have been identified and avoided and/or mitigated. What is clear is that studies are needed. A proposed condition, should a CPCN be granted, is that as with avian studies, pre and post-construction wildlife studies should be conducted, particularly focused on the plentiful deer in the area.

The EA admits that fencing around the array will have a visual impact:

Visual impacts of the solar arrays would include changing open agricultural fields with woodland edges to a view of mono-structural, industrial-appearing features across the span of the fields. In some areas, agricultural features and homes along the horizon would be obscured by the panels, with only thin bands of tree-line vegetation visible above the panels. GCS' decision to use agricultural or "deer" fencing consisting of wide woven wire and wooden posts would lessen the visual impact of the facilities, when compared to other potential fence options such as chain link.

Id. GCI has have requested a condition that a study on the impact of fencing on wildlife be performed, as no information is available.

5. Heat island effect in utility scale solar exists but heat island effect of utility scale solar has not been studied.

GCI's testimony raised the issue of heat island effect in comments to the Environmental Assessment and in testimony. Heat island effect may subsequently affect the thermal environment of near-by populations of humans and other species. Heat island effect can have an impact not only on temperature in daylight and at night, but also changes in humidity, and precipitation of rain, snow, ice, and intensity of storms. Ex.-GCI-Frear-5r. In one study, "We found temperatures over a PV plant were regularly 3–4°C warmer than wildlands at night, which is in direct contrast to other studies based on models that suggested that PV systems should decrease ambient temperatures." Id p. 16. All heat island effect studies have been performed in climates and on terrain with vegetation, and lack thereof, very different from that of Grant County Wisconsin. "No known studies have been conducted in the environment and climate of the Upper Midwest." Ex.-PSC-EA-36. More importantly, all heat island effect studies thus far have been performed regarding a very small solar project, none more than 20MW. All heat island effect studies of solar note that further study is required. Ex.-GCI-Frear-5r.

Another concern is "heat island effect." There has been little research on this, and what has been done notes that more study is needed. According to an IEEE publication, "The field data also show a clear decline of air temperatures as a function of distance from the perimeter of the solar farm, with the temperatures

approaching the ambient temperature (within 0.3H), at about 300 m away.” Which mean that our homes, crops, and livestock would potentially experience a climate change within 300m of the solar farm. Given this study, it is clear that a minimum 300m setback from property lines would be necessary. The few studies available look mainly at average temperature data taken at slow sampling rates, downplaying the effects of temperature spikes caused by brief gusts of wind that could lead to discomfort and heat stress on humans and livestock.

In preparing our comments on the Environmental Assessment, we learned that there is no basis to dismiss concern about potential impacts, and have attached the studies we had included with our Comment. Ex.-Grant County Intervenor-Frear-5a, 5b, 5c. Again, more study is needed to accurately define and model thermal effects to the surrounding areas for a give climate, facility size, and installation type.

Without more study, and without solid knowledge about heat island effect, large projects should not be permitted.

Direct-GCI-Frear-r-11(footnote omitted). And in rebuttal:

Another of our concerns is the heat island effect. This came to our attention soon after the project was proposed, as we testified in our Direct testimony, Locker says that “Based on the studies, it can be concluded that potential increases in air temperature are limited to the space directly above, and in very close proximity to, the solar arrays. Any increase will quickly dissipate with distance from the array perimeter due to daytime convective mixing.” Direct, p. 19, l. 5-8. Our homes, crops, and animals are in “close proximity” to the solar field. If “convective mixing” is cooling the panels, then so is the wind blowing the heated air to the neighboring property. Per Fthenakis, V. and Y. Yu, 2013: “At 100 m away (328 feet), the daytime temperature was only 0.5°C above the ambient air temperature and by 300 m (984 feet), that delta was within 0.3°C above the ambient air temperature.” How is changing the temperature at my home at any given moment by .5C not a heat island effect? Also, this study was done on a substantially smaller installation. The delta from ambient may well be greater and impart further distances around an installation of this scale.

New studies are published as large utility scale solar projects are constructed and are operating. One released weeks ago is: “The Impact of Utility-Scale Photovoltaics Plant on Near Surface Turbulence Characteristics in Gobi Areas.”

Ex.-GCI-Frear-13. Frears bring up these issues as notice to the Commission that studies are needed.

As studies state, more studies are needed to understand the range of impact, and no studies have been completed on solar projects of this magnitude.

Rebuttal-GCI-Frear-r2-6. The Environmental Assessment acknowledged:

While none of the studies reviewed were situated in locations similar to the proposed project, each found that solar generation facilities were altering the temperature of the air and in some cases the soil nearby the solar panels by a small amount. Some of the studies found that temperatures completely returned to normal overnight, while others found that temperatures remained altered.

Ex.-PSC-EA-35.

Grant County discounts these concerns, and the potential for heat island effect, but can only offer studies on very small projects and on arid land, very different from Grant County. See Direct-GCS-Locker-r-18-20. Locker agreed in testimony that she was not aware of any heat island effect studies on 200MW solar projects. Tr.-Locker- 197.

As a condition, due to the dearth of studies of heat island effect on utility scale solar projects, and lack of studies of heat island effect in Midwestern climate, albedo, and vegetation, GCI requests that the applicants, and subsequent ownership of the project, heat island effect studies be conducted to address heat island effect within and surrounding Grant County Solar.

6. Glare studies have not been performed that address airport use patterns.

GCI provided testimony regarding the frequent use of the Lancaster airport for training purposes by the University of Dubuque. These training flights involve not just landing or taking off in the north/south direction of the landing strip, but also involves repeated circling of the airport. Direct-GCI-Frear-r-10-11.

GCS reports that it did study glare using FFA guidelines, and studied only north/south approaches, and no other patterns. Ex.-GCS-Blank-4. Mere compliance with FAA minimum requirements is not sufficient. A CPCN should not be granted until glare studies are performed that take this airport's typical flight patterns and airport usage into account.

7. Water issues, problematic in other projects, are a concern.

Grant County Intervenors raised concerns about water issues in testimony, a material issue for GCI:

After reviewing the project plans, we have concerns about water drainage and runoff. The Grant County Land Conservation Office put together a map showing water drainage through our farm culvert. Ex.-GCI-Cray-6r.

All of the run off from properties marked on the map adjoining ours flows down through our waterways and flows into the start of Arrow Creek, which eventually leads to the Mississippi River, roughly 4 miles away. During the last several years with the high rainfall events, we have had a tremendous amount of water flow down through our waterways and into our creek. We have spent thousands of dollars over the years to bulldoze, shape, and maintain our waterways to keep them from eroding and having deep gullies.

The County information states that there are 499.4 acres with an average slope of 6.1% with a flow length of 6,028 feet at its longest point, over one mile. Those 499.4 acres drain down through our culvert. Of those 499.4 acres, approximately 160 acres would be our farm acres. The remaining 339.4 acres, which are part of the Grant County Solar project, will drain down through our farm. In addition, according to p. 14 of the application, there will be 31.43 miles of permanent roads and 38.6 miles of permanent impacts due to 23.9 miles of access road construction of roads 12-20 feet wide.

Direct-GCI-Cray-r-6.



Per Toni Darwish, NextEra Business Development, “For these project conditions, the effective imperviousness of the solar modules has been determined to be just under 50%.” Ex.-GCI-Cray-3r-1. “This impervious surface addition to the drainage system through our farm will have an impact on waterflow.” Direct-GCI-Cray-r-7.

Solar panels are also impervious surfaces which concentrate runoff and have potential to cause erosion and increased runoff from the site. Ex.-PSC-EAr-19. The PSC’s Tomaszewski acknowledges that “Impacts to a larger drainage system could affect non-participating properties if the system moves between different fields.” Direct-PS-Tomaszewski-r-5. According to the EA, “Appendix R to the application quantifies the amount of impervious surface across the site as approximately 40.6 acres for storm water analysis calculations.” Ex.-PSC-Ear-19; Ex.-Application-Appendix R.

Water and soil stabilization issues have presented problems in other solar projects:

For example, had the contractors and developers of the Two Creeks project discussed final plans with Commission and DNR staff prior to starting work in autumn of 2019, and explained they were not going to seed all disturbed areas during the growing season, the issue of soil stabilization options at that time of year could have been raised and discussed before soil erosion and storm water runoff at the site became a problem. Similar problems with permit compliance due to changes in amounts of soil disturbance from those discussed in the application and DNR permits are being observed at the Badger Hollow project this year.

Direct-PSC-Tomaszewski-8.

A drainage pond has been added to the Grant County Solar project. Grant County Solar’s 10 Response to PSCW Data Request No. 1.02, Attachment 1.02.

The basin location and design will maintain existing hydrologic flow patterns. Stormwater will enter the basin via sheet flow from the south and east. The location of the basin is a natural concentration point that continues flow to the north. The basin will outlet to the north along the natural drainage route. Surface reinforcement will be utilized where necessary to reduce erosion potential.

Rebuttal-GCS-Callahan,Pr-12.

The basin that has been added to the project by the substation is downstream from the Cray's property. Tr.-Callahan-128.

Any CPCN Order of the Commission should have a condition regarding pre, during, and post-construction consultation with the Commission, DNR, County water staff, and landowners regarding water drainage, stormwater collection, erosion, sediment and pollution issues, and a plan for swift remediation of any problems occurring.

C. Grant County Solar will unreasonably interfere with the orderly land use and development plans for the area involved.

The Commission must make an affirmative finding that “the proposed facility will not unreasonably interfere with the orderly land use and development plans for the area involved.”

Wis. Stat. §196.491(3)(d)6. The EA clearly stated that:

As currently proposed, the fenced solar PV arrays, collector substation, interconnection switchyard, O&M building, and laydown area would not be in agricultural use while the facility is operational, which is not in keeping with the goal of using those acres as active farmland.

Ex.-PSC-EA-38.

In a convoluted discussion, the EA states that the project could be compatible Wis. Stat. § 91 (Farmland Preservation) if certain conditions are met, but then explains how those conditions will not be met, and that one “could” be met but that additional details are required which are not available. Id.

The PSC's jurisdiction typically overrides that of local governments. However, as above, there are no solar siting statutes and regulations, as there are for wind. In this vacuum, the Commission should consider, as required by law, the impact of the project on the area proposed for siting, and give local land-use plans and the intent of Farmland Preservation great weight. Grant County Solar will unreasonably interfere with the orderly land use and development plans

for the area. The project would lock the solar project land use in place for 30-50 years, preventing any other land use

As it stands, the record is not sufficient for a finding that “the proposed facility will not unreasonably interfere with the orderly land use and development plans for the area involved.” GCS must at least provide sufficient information for the Commission to make a determination prior to any Order for a CPCN.

D. Grant County Solar did not sufficiently consider use of brownfields for siting.

The Commission must make an affirmative finding of fact that, “[f]or a large electric generating facility, brownfields, as defined in s. 238.13(1)(a), are used to the extent practicable.” Wis. Stat. §196.491(3)(d)8. “Brownfields” means abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination. Wis. Stat. §238.13(1)(a). GCS has not complied with Wisconsin’s brownfield law.

One of the benefits of solar is that due to the characteristics of installation, in a number of arrays, solar can take advantages of contaminated and what would be considered underutilized spaces. Grant County Solar has failed to comply with the brownfield statute in the most basic of ways – its search was insufficient because it unreasonably limited its search for potential sites and because its consideration was limited to only EPA sites that could contain the entire project – a universe of zero potential sites.

When asked to “provide all documents and/or links used by Grant County Solar to identify and consider Wisconsin brownfields, including abandoned industrial or commercial land,” Gil referenced the application, and stated:

As set forth in Section 1.4.2.1.2 of the Application, a comprehensive list of brownfield sites was accessed from the U.S. Environmental Protection Agency

(U.S. EPA) website to identify and consider Wisconsin brownfields for the Project. United States Environmental Protection Agency. February 2018. Cleanups in My Community.

Ex.-GCS-Gil-6. This EPA search is confirmed in the Environmental Assessment:

2.2.2 Brownfield Evaluation

Under Wis. Stat. § 196.491(3)(d)8, the Commission shall consider whether brownfields are used to the extent practicable when evaluating large electric generation facilities. Brownfields, as defined by ch. 283.13(1)(a) are abandoned, idle, or underused industrial or commercial facilities or sites, the redevelopment of which is adversely affected by actual or perceived environmental contamination.

GCS's application stated the potential use of brownfield sites was evaluated at the regional level. A list of brownfield sites in southern Wisconsin was accessed from the U.S. Environmental Protection Agency (EPA) website. No brownfield locations were identified in Grant County. Therefore, no nearby brownfield sites could be integrated into the project.

Ex.-PSC-EA-9. The "comprehensive list" is not in the record. There is no information provided in the application regarding the number, sizes, or locations of brownfield sites that turned up in the list from the EPA website, only a statement that "[n]o brownfield locations were identified in Grant County. Further, there is no identification of "abandoned, idle, or underused industrial or commercial facilities or sites, the redevelopment of which is adversely affected by actual or perceived environmental contamination." Id., see also Wis. Stat. §283.13(1)(a).

The Application does mention a compilation of "Contaminated Sites" but only within a 2 mile area of the project, utilizing the "Wisconsin Remediation and Redevelopment Database: and the "Historic Registry of Waste Disposal Sites." Ex. Application, p. 59-60. The two tables identifying contaminated sites and waste disposal sites do not identify acreage or locations. Id., Table 5.8.1; 5.8.2. However, the review of these databases was not a "brownfield" search for potential siting options, but a search for contaminated sites for "evidence of Recognized Environmental Conditions in connection with the project study area," for avoidance, and is not cross-referenced in the Application section for brownfields or the Environmental Assessment. In the words of GCS's Gil, the only sites regarded as "brownfield" were those listed in the EPA

database.

The GCS project is comprised of nine or more arrays set up utilizing as many distinct electrical circuits. Ex.-Application-2. GCS also did not consider a combination of brownfields for distributed siting, despite the nine or more separate and distinct circuits that make up the project. When asked whether a brownfield site must be able to contain the entire project, the response was:

For this Grant County Solar project to develop this 200 megawatt project, that would be the case, yes.

Tr.-Gil-88:6-7.

When asked what distributed generation options were considered, the response was:

Grant County Solar did not consider distributed generation for the Project. The Project is a 200 MW utility scale solar generation facility that will be connected to the bulk electric transmission system at one point of interconnection. From a cost, performance, and operations perspective, a utility scale solar plant is more practical than a collection of 200 MW of separate distributed generation projects.

Ex.-GCS-Gil-10.

Grant County Intervenors raised the importance of siting on brownfields as conducive for reduction of our human footprint, and provided examples of siting considerations for development of solar that the Commission should take into consideration:

Distributed generation utilizing rooftops, brownfields, and less productive irrigated land would help minimize the effects of the physical footprint. A Rhode Island study shows the high potential of distributed siting.¹ The need for food is ever increasing and to utilize our resources thoughtfully, such as use of our prime agricultural ground, will become increasingly more important as more projects like these are proposed.

A recent study published in Environmental Science & Technology examined the use of non-conventional land cover types for solar siting. The researchers – hailing from UC Berkeley, UC Davis, and the Lawrence Berkeley National Laboratory – identified four such land types: the built environment, salt-affected land, contaminated

¹ See Ex.-GCI-Frear-9, Solar Siting Opportunities for Rhode Island.

land, and water reservoirs. Each of these land cover types has the potential for creating synergies between solar energy development and ecosystem conservation.²

This study done in California should be used as a model for Wisconsin. By conducting a study to understand our existing land cover and the opportunities for synergy we can develop thoughtful plans to reduce the industrial footprint encroaching on prime farm ground.

Direct-GCS-Frear-r-7.

And example of a site that should be considered for solar generation was brought up at the public hearing by Mike David:

My comment is that I work in the agricultural production field of assisting farm producers with their crops and livestock. And my question is -- and I'm opposed to this project. Why are we taking such productive cropland out of growing commodities? Why don't we use less productive land, something like the Badger Ammunition plant that is government owned and doesn't grow a huge amount of crops.

Tr.-Public Hearing-David-285:15-23.

The brownfield statute requires that “[f]or a large electric generating facility, brownfields, as defined in s. 238.13(1)(a), are used to the extent practicable.” Wis. Stat. §196.491(3)(d)8. GCS has not provided sufficient information for a determination other than that brownfields have not been used at all. The record does not provide a basis for a finding that GCS considered brownfields for siting under the state’s definition that “Brownfields” means abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination, as “abandoned, idle or underused industrial or commercial facilities or sites” were not considered – only EPA listed brownfield sites were reviewed and the result of that review is not in the record. Wis. Stat. §238.13(1)(a). There is no requirement in the statute that a brownfield site be able to contain an entire project, and conversely, there is no prohibition of separating out components of a project

² See Ex.-GCI-Frear-8, Land-Sparing Opportunities for Solar Energy Development.

for siting on brownfields.

There is sufficient information in the record supporting a finding that GCS did not identify brownfield sites sufficient to evaluate whether sites could be used because GCS's search was limited to only EPA sites, and not inclusive of the range of potential sites as defined by the statute. There is also sufficient information in the record to spur the Commission to take a serious look at the brownfield law, its applicability to the siting of solar generation, and the benefits of mindful siting of solar generation.

E. Efficiency of the project is not addressed.

The solar project, as designed is "200 MW AC an approximately 300 MW DC." Ex.-Application-4. "Grant County is proposing a DC/AC ratio of up to 1.5," yet states that "Grant County Solar will inject no more than 200 MW to the POI in accordance with the Large Generator Interconnection Agreement between Grant County Solar and American Transmission Company, LLC. Ex.-GCS-Gil-11; See also Ex.-Application-Appendix B; see also Ex.-GCS-Gil-5 (MISO DPP). No more than 200MW may be injected to the POI. Id.

Where up to 300 MW could be generated what happens to the excess generation? That is unknown. Ex.-GCS-Gil-11.

Regarding efficiency, and Wisconsin's Energy Priorities Law, applicants correctly assert that solar generation "is the highest priority generation alternative." Wis. Stat §1.12(4).

Efficiency is the highest priority.

(4) PRIORITIES. In meeting energy demands, the policy of the state is that, to the extent cost-effective and technically feasible, options be considered based on the following priorities, in the order listed:

- (a) Energy conservation and efficiency.
- (b) Noncombustible renewable energy resources.
- (c) Combustible renewable energy resources.
- (cm) Advanced nuclear energy using a reactor design or amended reactor design approved after December 31, 2010, by the U.S. Nuclear Regulatory Commission.

- (d) Nonrenewable combustible energy resources, in the order listed:
1. Natural gas.
 2. Oil or coal with a sulphur content of less than 1 percent.
 3. All other carbon-based fuels

Wis. Stat §1.12(4). Applicants dismiss “DC to AC and transmission losses” as not addressed within the hierarchy of resources. However, “DC to AC and transmission losses” are examples of inefficiency. GSC’s Gil agrees that there is an energy loss associated with collector systems. Tr.-Gil-91:10-12; see also Ex.-GCS-Gil-11.

Grant County Solar has not sufficiently addressed the efficiency concerns inherent in solar energy, such as losses in the collector system, losses in the inverter system, transmission line losses accompanying transmitting energy over distances rather than siting and use near load. Most importantly, Grant County Solar has not addressed the efficiency issue of designing a 300MW project with only 200MW of interconnection capability. Ex.-Application-4; Ex.-GCS-Gil-5. Energy losses add up, and are particularly important in a solar project which has a lower efficiency rating than other types of generation.

II. CONDITIONS ARE NECESSARY IF COMMISSION DOES ORDER CPCN

Conditions suggested by Commission staff and others, as above, should be part of the Order if the Commission does approve a CPCN, with conditions following the CPCN to any and all future owners and assigns, including but not limited to:

- Identification of solar panels to be used prior to approval of CPCN by Commission.
- 3rd party analysis of Heat Island Effect for this **group** of projects including:
 - Evidence based assessment and recommendations to inform environmental review, permitting/Orders, and policy directives
 - Study of group needed to compare impacts and address cumulative impacts
- Heat Island Effect Statewide study launched by Commission of all utility scale solar projects, including Grant County Solar.
- Applicant to make vegetation management plan public, and work with Commission staff and DNR where appropriate regarding placement of vegetative buffers and pollinator enhancement plantings in site-specific vegetation management plan.
- Brownfield use study and development of solar siting standards in compliance with the

statute requiring use of brownfields incorporating the state definition of brownfield.

- Engage DNR species experts and comply with DNR recommendations to identify, avoid, and minimize environmental impacts, particularly water issues, both permitted and not.
- Group of projects study on avian impacts of avian attraction, injury, mortality, including cumulative impacts to begin to inform where scientific knowledge currently does not exist.
- Group of projects study of impacts on eagles where nearby nests have been identified.
- Group of projects study on impacts of fencing on wildlife (particularly ungulates), including movement patterns, injury, mortality, including cumulative impacts to begin to inform where scientific knowledge is only beginning to be reported.
- Stray voltage testing and procedure as suggested by Chee, Direct Testimony, p.4.
- Group of projects post-construction noise monitoring (testing) and comparison to pre-construction noise modeling, filing of post-construction study with Commission, and comparison by Commission staff for consistency. If results of post-construction study not consistent with pre-construction modeling, to bring to Commission for investigation.
- For all projects, bird diverters on transmission where risk is indicated.
- Pre and post-construction meetings with Commission staff to review planned actions and ensure compliance. Meeting minutes should be posted online in project docket.
- Update Endangered Resources Review.
- Investigate and mitigate any project interference with line-of-sight communications.
- The Commission should require a decommissioning plan before construction, together with adequate financial assurance for decommissioning that is regularly updated.
- The Commission should also prohibit such clauses that provide an escape for project owners, with a condition that such “self help” clauses be void as a matter of law.
- Provide a clearly described complaint process to those living in the project area prior to the start of construction as was suggested by Commission staff in Pt. Beach solar docket. 9802-CE-100, Order, Pt. Beach, p. 25-26.
- Such other conditions as the Commission determines are warranted.

III. THE GRANT COUNTY SOLAR SOLAR PROJECT APPLICATION SHOULD BE DENIED.

Grant County Solar’s Application for a Certificate of Public Convenience and Necessity for its proposed 200 MW solar project should be denied. The Certificate of Public Convenience and Necessity provides criteria and guidance for review of an electric generation facility. Wis. Stat. §196.491(3)(d). There are no solar specific rules as there are for wind projects, and the record reveals that there are too many uncertainties and too many certain impacts for this project to be approved. The Grant County Solar CPCN Application must be denied.

Should the Commission decide to approve a CPCN, there must be conditions, such as

those detailed above, in the Order to provide sufficient compliance and information about impacts of utility scale solar to inform future decisions in the many areas where little or no information is available.

Dated this 8th day of March, 2021



Carol A. Overland MN Lic. 254617
Attorney for Grant County Intervenors
1110 West Avenue
Red Wing, MN 55066
(612) 227-8638
overland@legalelectric.org