

PREFILED SUPPLEMENTAL TESTIMONY OF  
MICHAEL STANTON  
ON BEHALF OF AMERICAN BEECH SOLAR LLC

NCUC DOCKET NO. EMP-108, SUB 0

OFFICIAL COPY

May 24 2022

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS.

A. My name is Michael Stanton. I am Senior Vice President with BayWa r.e. Solar Projects LLC ("BayWa Solar"), located at 18575 Jamboree Road, Suite 850 in Irvine, CA 92612. I have served BayWa in this capacity since May 2021.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. No. The previous witness testifying for applicant American Beech Solar LLC ("American Beech" or "company," as appropriate), Whitney Rubin ("Ms. Rubin"), is no longer associated with BayWa Solar or American Beech and is not available to testify. I am primarily responsible for development of the American Beech project and am authorized and designated to provide testimony regarding the project in this docket.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE NORTH CAROLINA UTILITIES COMMISSION?

A. I have not.

Q. PLEASE SUMMARIZE YOUR EMPLOYMENT RESPONSIBILITIES.

A. I am responsible for leading BayWa Solar's development teams nationally. Our work includes securing real estate rights, interconnection rights, permitting rights, and customers for our utility scale solar and battery storage project pipeline.

1           **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND**  
2           **PROFESSIONAL EXPERIENCE AND HOW IT RELATES TO THE EXECUTION**  
3           **OF YOUR DUTIES.**

4           A. I have bachelor's and master's degrees in environmental science.  
5           Professionally I have spent twelve years in the energy industry, of which eight years have  
6           been spent developing utility scale renewable energy projects in various states and energy  
7           markets across the country.

8           **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9           A In this proceeding, American Beech requests that the North Carolina  
10          Utilities Commission ("the Commission") issue a certificate of public convenience and  
11          necessity ("CPCN") for a proposed solar generation facility with 140 megawatts (MW) of  
12          capacity (the "Facility").<sup>1</sup> The Commission entered an order in the docket on August 9,  
13          2021 requiring American Beech to (1) file interconnection and Affected System cost  
14          studies; (2) provide cost estimates for system upgrades, inclusive of Affected System costs;  
15          and (3) provide the levelized cost of transmission, relative to the Facility. My testimony  
16          provides information and documents responsive to the Commission's order.

17          **Q. HAVE YOU REVIEWED THE PARTIES' FILINGS IN THIS**  
18          **PROCEEDING?**

19          A. Yes. I have read and am familiar with all parties' filings made in this  
20          proceeding.

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<sup>1</sup> As discussed below, the planned capacity of the Facility has increased from 110 MW to 140 MW.

1           **Q.     DID YOU REVIEW THE APPLICANT'S PREFILED**  
2           **TESTIMONY?**

3           A.     Yes. I read and am further familiar with the following pre-filed testimony  
4           of American Beech:

- 5           •     Prefiled direct testimony of Whitney Rubin, filed on January 28, 2020;
- 6           •     Prefiled supplemental testimony of Whitney Rubin, filed on July 9, 2020; and
- 7           •     Prefiled supplemental reply testimony of Whitney Rubin, filed on July 29, 2020.

8           **Q.     ARE YOU PERSONALLY FAMILIAR WITH THE MATTERS**  
9           **DISCUSSED IN MS. RUBIN'S PREFILED DIRECT, PREFILED**  
10          **SUPPLEMENTAL, AND PREFILED SUPPLEMENTAL REPLY TESTIMONY?**

11          A.     Yes.

12          **Q.     DO YOU ADOPT MS. RUBIN'S PREFILED DIRECT, PREFILED**  
13          **SUPPLEMENTAL, AND PREFILED SUPPLEMENTAL REPLY TESTIMONY**  
14          **ON BEHALF OF AMERICAN BEECH, AS IF IT WERE YOUR OWN, FOR ALL**  
15          **PURPOSES IN THIS DOCKET?**

16          A.     Yes.

17          **Q.     HAVE ANY CHANGES BEEN MADE TO THE PLANNED**  
18          **FACILITY SINCE MS. RUBIN PROVIDED HER TESTIMONY?**

19          A.     Yes. As described in American Beech's application for a CPCN ("the  
20          Application") and in subsequent testimony, American Beech was originally planned to be  
21          constructed in two phases, with respective AC capacities of 80 MW (Phase 1) and 30 MW  
22          (Phase 2). However, American Beech has since consolidated the two phases of the project

1 for construction purposes and increased the size of Phase 2 to 60 MW (as permitted by its  
2 interconnection application), bringing the total capacity of the planned facility to 140  
3 MWac. The planned Facility will now include approximately 38 inverters and  
4 approximately 353,160 photovoltaic solar modules.

5 **Q. HAS THE ANTICIPATED GENERATION OF THE FACILITY**  
6 **CHANGED?**

7 A. Yes. The anticipated generation of the Facility has increased to  
8 approximately [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] of  
9 electricity per year.

10 **Q. WHAT IS THE CURRENT CONSTRUCTION TIMELINE FOR THE**  
11 **FACILITY?**

12 A. The Facility is currently expected to start construction around Q1 2024 with  
13 a Commercial Operation Date around Q2 2025.

14 **Q. HAVE THE EXPECTED CONSTRUCTION COSTS FOR THE**  
15 **FACILITY CHANGED?**

16 A. Yes. Due to changes in the Facility design as well as significant price  
17 changes in the market for components, the estimated construction costs for the Facility are  
18 now approximately [BEGIN CONFIDENTIAL] [REDACTED] [END  
19 CONFIDENTIAL]

20 **Q. HAS THE SITE PLAN FOR THE FACILITY CHANGED?**

21 A. Yes, though not significantly. A revised site plan reflecting the revised  
22 capacity is included as **Exhibit A**. As shown on the site plan, the planned area of

1 development (*i.e.*, the area in which panels could be located in the final project design) has  
2 been expanded slightly on the margins of the project. The change represents an increase  
3 in size of approximately 4% (57.12 acres) as compared to the “Maximum Potential Area  
4 of Development” (MPAD) on the site plan included as **Schedule 6** to the Application. The  
5 individual areas (which range in size from approximately 1,500 square feet to  
6 approximately 14 acres) where the MPAD has been expanded are labeled as “MPAD  
7 Expansion Areas” on Exhibit A.

8 Although the Maximum Area of Potential Development on the revised site plan has  
9 expanded marginally, the area in which American Beech actually expects to locate panels  
10 (labeled as the “Conceptual Solar Array” on Exhibit A) has shrunk significantly, despite  
11 the increase in generating capacity of the Facility from 110MWac to 140MWac.<sup>2</sup> Increases  
12 in panel efficiency will allow the expansion of generating capacity while reducing the total  
13 acreage required for the Facility.

14 **Q. HAVE THE APPLICANT’S PLANS FOR OFFTAKE FROM THE**  
15 **FACILITY CHANGED?**

16 A. Yes. In her Supplemental Prefiled Testimony (at p. 8), Ms. Rubin testified  
17 that (1) American Beech was in late-stage negotiations with a commercial and industrial  
18 (C&I) offtaker for the energy produced by the Facility and that the parties had entered into  
19 a letter of intent; and (2) American Beech was also negotiating with a separate C&I offtaker  
20 for the sale of Renewable Energy Credits (RECs) generated by the Facility.

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<sup>2</sup> For example, a significant area in the southeast corner of the project, along Bynums Bridge Road (on quadrant 4 of Exhibit A), is no longer expected to be paneled.

1 Since that testimony was provided, American Beech has been working to finalize  
2 interconnection capacity, costs, and timing with PJM, Dominion, and Duke Energy  
3 Progress in order to confirm what type of offtaker and contract would be most suitable for  
4 the Facility. American Beech is now exploring several viable opportunities for offtake  
5 from the Facility. These opportunities include a Dominion Request for Proposals for  
6 Power Purchase Agreements anticipated to be released on September 1, 2022, as well as  
7 several early-stage conversations with potential C&I offtakers and brokers who have  
8 expressed interest in the project at indicative price points provided by American Beech.  
9 However, as discussed in Ms. Rubin's July 8, 2020 Supplemental Prefiled Testimony,  
10 American Beech is unlikely to enter into a contract for offtake until it has received a CPCN  
11 from the Commission.

12 **II. INTERCONNECTION AND AFFECTED SYSTEM STUDIES**

13 **Q. PLEASE DISCUSS THE NATURE OF THE FACILITY AND ITS**  
14 **PROPOSED INTERCONNECTION.**

15 A. The Facility proposes to interconnect 140 MW of solar generation capacity  
16 with the transmission grid of Virginia Electric and Power Company ("Dominion"), and to  
17 deliver wholesale power to PJM Interconnection, L.L.C. ("PJM"). The Facility maintains  
18 three positions in the PJM interconnection queue, each of which corresponds to a portion  
19 of the planned capacity of the Facility. 80 MW of capacity was studied in the AC1 cluster  
20 (queue positions AC1-098/AC1-099) and another 80 MW was studied in the subsequent  
21 AC2 cluster (queue positions AC2-083/AC2-084). However, the AC2-083 queue position,  
22 representing 20 MW of generating capacity, was dropped, leaving only the 60 MW AC2-

1 084 queue position remaining in the AC2 cluster. The queue positions in the AC1 cluster  
2 represent Phase 1 of the Facility, while the 60 MW of capacity in the AC2 cluster represents  
3 Phase 2. Both phases of the Facility share the same point of interconnection, and American  
4 Beech's current plan is to construct both phases at the same time.

5 American Beech initially entered into an interconnection service agreement  
6 ("ISA") and an interconnection construction service agreement ("ICSA") for the AC1  
7 cluster queue positions (queue nos. AC1-098/AC1-099) in March of 2020 ("the 2020  
8 Agreements").<sup>3</sup> The 2020 Agreements specified the work that would be necessary to  
9 interconnect Phase 1 of the Facility. However, interconnection work under those  
10 agreements was suspended at American Beech's request while PJM conducted additional  
11 study of the Phase 2 queue positions. PJM completed its study of Phase 2 in early 2022,  
12 and American Beech entered into an updated ISA and ICSA (**Exhibit B** and **Exhibit C**,  
13 respectively) to incorporate all three queue positions (queue nos. AC1-098/AC1-099 and  
14 AC2-084) in March 2022 and May 2022, respectively. The 2022 ISA and ICSA supersede  
15 the 2020 Agreements.

16 **Q. HAS AMERICAN BEACH RECEIVED ANY ADDITIONAL**  
17 **INTERCONNECTION STUDIES SINCE IT LAST FILED TESTIMONY?**

18 A. Yes. American Beech received a revised system impact study for queue  
19 position AC2-084 in October 2021 (the "Revised (AC2) SIS"). The Revised (AC2) SIS is  
20 attached as **Exhibit D**. This study notes that PJM re-tooled its prior estimates of costs

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<sup>3</sup> The March 2020 ISA was included as Attachment H to Ms. Rubin's Prefiled Supplemental Testimony.

1 required for the Facility following withdrawal of another project in the AC2 cluster (AC2-  
2 083) from the interconnection queue.<sup>4</sup> The Revised (AC2) SIS is discussed as an “uprate”  
3 to queue position AC1-098/AC1-099 and identifies \$50,340,000 in Network Upgrade  
4 costs.<sup>5</sup> However, as discussed below, the actual cost of Network Upgrades required for  
5 American Beech is substantially lower.

6 **Q. HAVE ANY INTERCONNECTION AGREEMENTS BEEN**  
7 **ENTERED INTO BY AMERICAN BEECH FOR THE FACILITY SINCE MS.**  
8 **RUBIN FILED HER TESTIMONY?**

9 A. Yes. As discussed above, American Beech has entered into a new ISA and  
10 a new interconnection ICSA to incorporate the interconnection work required for Phase 2.  
11 The ICSA identifies a total of \$7,260,942 in work that will be required to interconnect both  
12 phases of the Facility, including \$587,538 in Attachment Facilities and \$6,673,402 in  
13 Network Upgrades, that will be funded by American Beech without reimbursement from  
14 PJM or Dominion. The ISA also identifies required Interconnection Facilities that  
15 American Beech is directly responsible for constructing and which it will own.

16 **Q. HAS AMERICAN BEECH ALREADY PAID ANY OF THE**  
17 **INTERCONNECTION COSTS FOR THE FACILITY?**

18 A. Yes. Pursuant to the 2020 Agreements, American Beech has already paid  
19 \$2,911,509 in Network Upgrade costs for Phase 1 of the Facility. See **Exhibit B (ISA)**  
20 **Sec. 4.6.**

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<sup>4</sup> Ex. D, p. 2-3.

<sup>5</sup> *Id.*

1           **Q.     WILL ANY OF THE NETWORK UPGRADE COSTS IDENTIFIED**  
2           **IN THE ISA OR ICSA BE REIMBURSED TO AMERICAN BEECH BY**  
3           **RATEPAYERS?**

4           A.     No. Under the terms of PJM's tariff, American Beech will not receive  
5           reimbursement for the costs of the Network Upgrades called for in the ISA and ICSA.

6           **Q.     HAS AMERICAN BEECH RECEIVED ANY AFFECTED SYSTEM**  
7           **COST STUDIES SINCE ITS LAST TESTIMONY?**

8           A.     Although it has not received any additional studies, American Beech  
9           entered into an Affected System Operating Agreement with Duke Energy Progress, LLC  
10          ("DEP") on May 21, 2021 (the "DEP ASOA"). A copy of the DEP ASOA (as filed by DEP  
11          with the Federal Energy Regulatory Commission ("FERC")) is attached as **Exhibit E**. The  
12          DEP ASOA provided for the reconductoring of DEP's Rocky Mount-Battleboro 115 kV  
13          line (the "DEP Upgrade"), to mitigate overloads caused by American Beech and other  
14          projects in the AC1 cluster, including Halifax County Solar LLC,<sup>6</sup> Edgecombe Solar LLC

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<sup>6</sup> The Commission issued Halifax County Solar LLC a certificate of public convenience and necessity on June 11, 2020. *Order Issuing Certificate for Merchant Generating Facility*, Docket EMP-107, Sub 0, issued June 11, 2020. In an order issued on Sept. 2, 2020, the NCUC reaffirmed its order granting the CPCN after considering the ratepayer impacts of the Rocky Mount-Battleboro DEP upgrade.

1 (“Edgecombe Solar”), Cherry Solar, and Pitt Solar (discussed below).<sup>7</sup> This overload was  
2 originally identified by PJM in the August 2018 SIS report for the Facility.<sup>8</sup>

3 **Q. WHAT IS THE STATUS OF THE DEP ASOA?**

4 A. The DEP ASOA is no longer in effect. DEP filed for FERC approval of the  
5 DEP ASOA on May 20, 2021. On October 1, 2021, FERC rejected the DEP ASOA on the  
6 grounds, among others, that it deviated from FERC precedent requiring system operators  
7 to reimburse interconnection customers for network upgrade costs (the “FERC Order”).<sup>9</sup>  
8 The FERC Order directed DEP to file a revised ASOA that would include reimbursement  
9 of the Affected System Upgrade costs and to commence construction of the proposed  
10 Affected System Upgrade. DEP appealed the FERC Order to the United States Court of  
11 Appeals for the District of Columbia Circuit, which delayed setting a briefing schedule  
12 until FERC could resolve petitions for reconsideration.<sup>10</sup> FERC has denied the petition for  
13 reconsideration, but the D.C. Circuit has not set a briefing schedule.

14 **Q. WHY DID AMERICAN BEECH EXECUTE THE ASOA WITH DEP**  
15 **AND THEN OPPOSE ITS APPROVAL BEFORE FERC?**

16 A. Based on references to the American Beech ASOA in other proceedings  
17 before this Commission, it appears that there may be some confusion as to why American

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<sup>7</sup> The Commission issued Edgecombe Solar LLC a certificate of public convenience and necessity on November 13, 2020. *Order Issuing Certificate for Merchant Generating Facility*, Docket EMP-101, Sub 0, issued November 13, 2020.

<sup>8</sup> The August 2018 System Impact Study was filed as Attachment G to the July 9, 2020 Prefiled Supplemental Testimony of Ms. Rubin.

<sup>9</sup> *Order Rejecting Affected System Operator Agreement*, Docket ER21-1955-002, issued October 1, 2021 (“FERC ASOA Order”).

<sup>10</sup> *See Duke Energy Progress, LLC v. FERC*, 21-1272 (D.C. Cir. Dec. 2022).

1 Beech would enter into an ASOA with DEP, and then oppose FERC approval of that  
2 agreement. American Beech was clear with DEP about its position – since vindicated by  
3 FERC – that it was not just and reasonable for DEP to require American Beech to enter  
4 into an ASOA that did not provide for reimbursement of Affected System Upgrade costs.  
5 Nevertheless, as explained in its FERC filings, American Beech signed the ASOA because  
6 DEP had informed it that failure to do so would result in substantial delays (more than a  
7 year) in the interconnection of its project.<sup>11</sup>

8 **Q. HAS AMERICAN BEECH ENTERED INTO A SUCCESSOR ASOA?**

9 A. It has not. The projects in the AC1 cluster that rely on the DEP Upgrade  
10 have a common interest in its completion, and prior to American Beech's entry into an  
11 ASOA, those parties had explored the possibility of sharing responsibility for the up-front  
12 cost of the DEP Upgrade. However, DEP has taken the position that it will only enter into  
13 an ASOA with a single counterparty.

14 After FERC's rejection of the DEP ASOA, American Beech discussed the DEP  
15 Upgrade with Edgcombe Solar, which is in the AC1 cluster and which will rely on the  
16 DEP Upgrade. American Beech and Edgcombe Solar concluded that Edgcombe Solar  
17 would be a better counterparty for the ASOA, because it is farther along in the construction  
18 process and has already commenced construction and nearly completed all work under its  
19 own ISA. Following receipt of Edgcombe Solar's CPCN, which this Commission  
20 approved after considering the costs of the Affected System Upgrades contemplated in the

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<sup>11</sup> FERC ASOA Order at P 11.

1 ASOA, Edgecombe Solar and DEP entered into an ASOA (“the Edgecombe ASOA”),  
2 which was filed with FERC and with this Commission (in docket no. E-100, Sub 170) on  
3 May 6, 2022 . American Beech and Edgecombe Solar are negotiating an agreement  
4 pursuant to which American Beech would provide a portion of up-front funding for the  
5 DEP Upgrade and would receive a proportional share of any reimbursements.

6 **Q. WHAT ARE THE AFFECTED SYSTEM UPGRADE COSTS SET**  
7 **FORTH IN THE EDGECOMBE ASOA?**

8 A. Although American Beech is not a party to the Edgecombe ASOA, that  
9 agreement appears substantially similar to the ASOA (no longer in effect) between  
10 American Beech and DEP. The Edgecombe ASOA provides for construction of the DEP  
11 Upgrade at an estimated cost of \$31,285,275.

12 **Q. ARE THESE COST ESTIMATES SUBJECT TO CHANGE?**

13 A. American Beech is not privy to Edgecombe Solar’s discussions with DEP  
14 regarding the Edgecombe ASOA and does not know whether there is any expectation that  
15 the cost estimates in the Edgecombe ASOA will be revised, although there is the possibility  
16 that the actual costs of the DEP Upgrade will deviate from the estimated costs.

17 **Q. DOES AMERICAN BEACH EXPECT TO RECEIVE ANY**  
18 **ADDITIONAL STUDIES, AGREEMENTS, OR ANY OTHER DOCUMENTS**  
19 **RELATING TO INTERCONNECTION OR UPGRADE COSTS FOR THE**  
20 **FACILITY?**

21 A. No.  
22

**III. INTERCONNECTION COSTS AND**  
**LEVELIZED COST OF TRANSMISSION**

**Q. ARE YOU ABLE TO CALCULATE THE FULL COST OF TRANSMISSION UPGRADES FOR THE FACILITY?**

A. Yes. Based on the ISA, the total estimated costs of Network Upgrades to PJM's System associated with American Beech will be \$6,673,402. Although these are subject to adjustment based on the actual costs of construction, the scope of Network Upgrades will not be changed. Nor will these costs be reimbursed by North Carolina ratepayers.

**Q. HAVE YOU CALCULATED THE LEVELIZED COST OF TRANSMISSION (LCOT) FOR THE UPGRADES ASSOCIATED WITH THE AMERICAN BEECH FACILITY?**

A. Yes. Based on the \$6,673,402 in Network Upgrades specified in the ISA and American Beech's expected generation at 140 MWac capacity, the LCOT for the Network Upgrades associated with the Facility is \$1.34/MWh. American Beech used the LCOT methodology and assumptions regarding discount rates and life of transmission assets provided by the Public Staff for this and its other LCOT calculations.

**Q. HAVE YOU CALCULATED THE LEVELIZED COST OF TRANSMISSION FOR THE AFFECTED SYSTEM UPGRADE REQUIRED FOR INTERCONNECTION OF THE FACILITY?**

A. Yes. Calculation of an appropriate LCOT requires consideration of which generating projects are found to have triggered the need for the DEP Upgrade. According

to the May 2020 Affected System Study (Attachment K to Ms. Rubin's July 8, 2020 Prefiled Supplemental Testimony), five projects in the AC1 cluster contribute to the overload on the Rocky Mount-Battleboro line that triggers the need for the DEP Upgrade: AC1-034, AC1-086, AC1-098/099, AC1-189, 135 and AC1-208. These queue numbers correspond to the following projects:

PJM Queue No.	Project Name	CPCN Docket	CPCN Status	ACt1 Capacity	Later Cluster Capacity
AC1-034	Edgecombe Solar	EMP-101, Sub 0	Granted	75 MW	--
AC1-086	Cherry Solar	EMP-115, Sub 0	Pending	180 MW	--
AC1-098/099	American Beech Solar (Phase 1)	EMP-108, Sub 0	Pending	80 MW	60 MW
AC1-189	Pitt Solar (Phase 1)	EMP-102, Sub 1	Pending	80 MW	70 MW
AC1-208	Halifax County Solar	EMP-107, Sub 0	Granted	80 MW	--

The Commission has granted CPCNs for Edgecombe Solar and Halifax County Solar. Like American Beech, Pitt Solar and Cherry Solar have CPCN applications pending before the Commission. Pitt Solar is also similar to American Beech in that it has an additional queue position in a subsequent PJM cluster – in this case, a 70 MW request with PJM queue number AF2-080.<sup>12</sup> Pitt Solar Phase 2 has a separate CPCN application pending in docket no. EMP-102 Sub 2.

<sup>12</sup> See Docket No. EMP-102 Sub 2, Testimony of Linda Nwadike (Sept. 28, 2001) at 4.

While an upgrade to the Rocky Mount – Battleboro line could be required for any of these projects individually, the proposed DEP Upgrade can accommodate all of these projects as well as other projects in subsequent PJM clusters. Studies for additional projects in PJM’s AC2 and AD1 clusters also identify the need for this upgrade. Notably, Sumac Solar and Sweetleaf Solar, which are being studied in the AD1 cluster, have PJM System Impact Studies that identify those projects as contingent on the upgrade to the Rocky Mount-Battleboro 115 kV line:

PJM Queue No.	Project Name	CPCN Docket	CPCN Status	Capacity
AD1-056/AD1-057	Sweetleaf Solar	EMP-111 Sub 0	Pending	94 MW
AD1-022/AD1-023	Sumac Solar	EMP-110 Sub 0	Pending	120 MW

Based on the \$31,285,275 estimated cost of the DEP Upgrade in the Edgecombe ASOA, and considering only the 495 MW of generation in the AC1 cluster plus the 60 MW of American Beech’s capacity in the AC2 cluster, American Beech has calculated an LCOT for the DEP Upgrade of \$1.58/MWh. This is well within the range of benchmark LCOT values cited by Public Staff witness Mr. Lucas in his July 22, 2020 Supplemental Testimony, which the Commission recently relied on in considering the reasonableness of upgrade costs associated with the Timbermill Wind merchant facility.<sup>13</sup> If the additional capacity associated with Phase 2 of the Pitt Solar project and with the Sumac and Sweetleaf projects—all of which are contingent on completion of the DEP Upgrade—is considered (for a total of 839 MW), the LCOT for the DEP Upgrade falls to \$1.05/MWh.

<sup>13</sup> Order Granting Certificates and Accepting Registration, Docket Nos. EMP-118 Sub 0 and EMP-118 Sub 1 (May 2, 2022).

1 If the most conservative approach to LCOT were taken, and only the capacity of  
2 American Beech and the two other solar projects with Commission-issued CPCNs  
3 (Edgecombe Solar and Halifax Solar) were considered (for a total of 295 MW), the LCOT  
4 for the DEP Upgrade would be \$2.98/MWh. This is still in line with the LCOT figures  
5 cited as reasonable by the Public Staff, notwithstanding the significant increase in  
6 transmission and interconnection costs that has occurred since the LBNL study was  
7 conducted.

8 **IV. CONDITIONS ON CPCN**

9 **Q. ON DECEMBER 16, 2020, THE APPLICANT FILED A LETTER**  
10 **STATING THAT IT WOULD NOT OBJECT TO THE ISSUANCE OF ITS CPCN**  
11 **SUBJECT TO THE CONDITIONS PROPOSED BY PUBLIC STAFF WITNESS**  
12 **LUCAS IN HIS SECOND SUPPLEMENTAL TESTIMONY. IS THIS STILL THE**  
13 **APPLICANT'S POSITION?**

14 **A.** No, it is not. Since the Applicant filed that letter, several important  
15 developments have occurred. First, as discussed above, FERC determined that DEP is  
16 required to provide reimbursement to Interconnection Customers who fund Affected  
17 System Upgrades on DEP's system. Second, American Beech has received its final  
18 interconnection studies and agreements, and so its final interconnection costs are known.  
19 And third, Edgecombe Solar entered into an ASOA with DEP, meaning that final estimated

1 costs and cost responsibility for the DEP Upgrade have been ascertained. Consequently,  
2 the conditions proposed by Witness Lucas are moot.

3 **Q. OTHER THAN THE UPDATES AND CHANGES DISCUSSED IN**  
4 **THIS TESTIMONY, DO YOU WISH TO CORRECT OR REVISE ANY ASPECT**  
5 **OF MS. RUBIN'S PRE-FILED TESTIMONY?**

6 A. No.

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 A. Yes.

**PUBLIC (REDACTED) VERSION**

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has this day served the foregoing  
**PREFILED SUPPLEMENTAL TESTIMONY OF MICHAEL STANTON** upon  
the following by electronic mail as follows:

*Christopher Ayers, Esq.*  
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This 23rd day of May, 2022.

/s/ *Benjamin L. Snowden*  
Benjamin L. Snowden

OFFICIAL COPY

May 24 2022

**PREFILED SUPPLEMENTAL TESTIMONY OF  
MICHAEL STANTON  
ON BEHALF OF AMERICAN BEECH SOLAR LLC**

**EXHIBITS**

A	Revised site plan
B	Interconnection Service Agreement by and among PJM Interconnection, L.L.C. and American Beech Solar, LLC and Virginia Electric and Power Company (PJM Queue Position # AC1-098/AC1-099/AC2-084) (Mar. 25, 2022)
C	Interconnection Construction Service Agreement by and among PJM Interconnection, L.L.C. and American Beech Solar, LLC and Virginia Electric and Power Company (PJM Queue Position # AC1-098/AC1-099/AC2-084) (May 2, 2022)
D	Generation Interconnection System Impact Study Report For PJM Generation Interconnection Request Queue Position AC2-084 (Revision 1) (Oct. 2021)
E	Affected System Operating Agreement between American Beech Solar and Duke Energy Progress, LLC (May 2021)