

Planning Commission- County of Wyoming Pennsylvania

Minutes # 686

April 15, 2026

6:00 pm

WYOMING COUNTY PLANNING COMMISSION

Randy Ehrenzeller Ed Coleman Stacy Huber
Matthew J. Austin Dale Brown Roger Hadsall
Jeremy Leaidicker Paul Rowker Robert Thorne

Meeting Location:

Wyoming County Emergency Operations Center
3880 State Route 6, Tunkhannock, PA

I. Pledge of Allegiance

The pledge was taken. Staff Director Matt Jones then verbally notified all participants that audio from the meeting would be recorded.

II. Call to Order & Roll Call and Pledge of Allegiance

Chairman Randy Ehrenzeller called the Planning Commission to order. He stated there are eight (8) members present constituting a quorum.

Table with 3 columns: Present, Absent, Staff. Lists names of attendees and staff members.

III. Approval of Today's Agenda (additions or deletions?)

Mr. Ehrenzeller asked if there were any additions or deletions to the agenda. Director Jones responded in the negative.

IV. Public Comment- (If audience members wish to address the commission, please let the Chairman know which Agenda item you wish to address, or that you wish to address an item not on the agenda)

Chairman Ehrenzeller said the public could comment now or at any time during the meeting with a topic on the agenda or on anything else they would like to bring forward. He asked if there were any comments at the present time. Mr. Mark Stuble said he wished to comment on the Bunker Hill Solar Land Development. Mr. Ehrenzeller said the Board would hear his comments. The Director asked anyone making comments to state out loud their name and address.

V. Announcements: None to report from Staff.

VI. Approval of minutes #685 from last meeting of March 18, 2026

Mr. Ehrenzeller asked if there were any comments. Mr. Dale Brown said if there were no comments he would approve the minutes. Ed Coleman seconded the motion and it was passed unanimously.

VII. Correspondence: Review of Chronological Report from March 5, 2026 through April 1, 2026.

Mr. Ehrenzeller asked if there were questions or comments on the Chronological Report stating it was a lengthy report. There were no comments and it stands approved as presented.

VIII. Subdivision and Land Development

A. Review Minor/Unique Plans Report for March 5, 2026 through April 1, 2026.

Mr. Ehrenzeller asked if there were any questions on the Minor/Unique Plans Report. Mr. Coleman asked if Eckel-Veety was the same issue that was listed in the report as last month. Matt Jones responded affirmatively. He said the revised plan. was brought into the office, approved, and signed this week. There were no other comments and it stands as presented.

B. **Wiernusz – Minor Subdivision Plan – Eaton Township – File #2026-07**

-County Planning Commission tabled a vote on this matter to afford Township Planning Commission time to provide more detail on why they oppose the waiver requests. Their meeting will occur April 14, 2026.

-Waiver requested from needing to pave the first 50 feet of length of a Minimum Access Drive that would be shared between two lots as typically required by §607.71. Decision is due.

-Waiver requested from needing to make the paved portion of the Minimum Access Drive 18 feet wide as typically required by Table VI. Decision is due.

Mr. Ehrenzeller asked Matt Jones if he would like to give an update on waiver requests for this project. Mr. Jones stated that two waivers have been requested as a result of the newly proposed Subdivision. The newly configured back lot would gain the ability to build a single-family home. He described some of this last month and he directs them to view the map on the monitors. He shows where the Sugar Hollow Auto Repair and Storage property is depicted. There are two properties here, two parcels. This would be Route 29 in Eaton Township and Jenks Road that you are all familiar with. It is a Township Road owned by Eaton township. He points out the intersection where Sugar Hollow Auto repair is placed and where the appurtenant facilities are located. This area shows where Jenks

Road runs. He indicates where a mobile home is placed. A driveway that goes past the mobile home off Jenks Road is a pre-existing dirt and gravel driveway. The lots' boundary lines would change, and the newly-configured back lot would gain the ability to build a single-family home. This has not necessarily been proposed by the landowner at this time. However, it would be their right to do so as a result of this subdivision if it were approved. As a result, this driveway would become considered a shared driveway. A house could be built on the newly-configured back lot at any point in the future. Typically, our ordinance would require shared driveways to have the apron paved. This would be 18 feet wide by 50 feet long where it meets the township road. They requested waivers to not have to do that as part of this subdivision process. He reminded them that this item was tabled last month because Eaton Township's Planning Commission had expressed general nonsupport for the waiver requests. The Board was curious as to what particular reasons they might have for that. The Board requested that the matter be tabled till this month and Mr. Jones contact Eaton Township to inquire their reasons and provide the Board more information.

Eaton Township Planning Commission held their meeting last night, April 14, 2026. They emailed a message to County Planning Staff post meeting and this message was forwarded to the Board members today. If they didn't catch that email it is in the packets he provided and he would give a recap of the information. After that he will give the landowners and the landowners' surveyor a chance to speak about anything he might have missed or if they would like to add anything about their request.

Eaton Township said they were generally unsupportive of the waiver requests but not unanimously. There was a majority opinion that the driveway apron be paved rather than not being paved. The concern connects to the idea of increased mud, dirt, gravel and debris being tracked onto Jenks Road which is a township road. They pointed to safety and erosion prevention concerns around that concept. They also said a lot of their commentary would really be more pertinent to any subsequent land development plan process that would transpire in the future. Mr. Jones has heard from Lawrence Lindy LaRue, PLS, the landowners' surveyor, that a building addition might be proposed in the future to bump out the auto repair shop northward. One of the functions of the subdivision would be to give them the extra land they would need so they would be able to do that. He indicates on the map where the property boundary line would be dissolved and they would have extra room to do the building addition.

One of their key concerns is if the driveway is to be shared, that it be engineered in such a way that rainwater will slope like the peak of a house. The center line of the road would be its highest point even if it's just a modest slope. Then it would slope down from side to side. That way any stormwater generated on the driveway would flow off onto the landowners' property rather than Jenks Road in a more effective fashion.

Whichever way the Board acts on these waiver requests will influence the overall decision Staff makes regarding the minor subdivision proposal. County Staff would process it from here forward. County Staff is not authorized to award waiver requests. Only the county planning commission can do that. That is why we are here tonight. The Board can decide to vote yes, no, or not vote at all. If there is no vote taken, that would be a pocket veto of sorts. Attorney Litwin and Mr. Jones discussed the matter and agreed the Board could vote yes or no.

Mr. Jones next directed to Mr. LaRue, saying he hoped he covered all information related to his clients' waiver requests in his recap. He said the Board was once again presented with the photos and advocacy letter Mr. LaRue's assistant Greg Ellsworth, SIT had provided at last month's meeting. He

invites him to speak to the Board.

Mr. LaRue said he would like to add some more context to the information provided by Mr. Jones. He said he has had great conversations with Eaton Township. He does not get the sense, as was presented here, that they were generally disapproving of these waivers. He said he had a conversation again with Angela Tuttle, the zoning officer this afternoon. They did have a concern at first, but may not have correctly realized for which driveway the waiver were being requested. One of the main concerns is the fill that was recently placed onsite. Also, the number of trucks going in and out would bring extra mud, dirt and gravel into the township road. They did provide Eaton Township early on with the approved erosion-prevention plan submitted to the County Conservation District for the fill placed there. There has been some hay and straw placed on the slopes. The topsoil pile has been stabilized. There was a little confusion at first as to what driveway they were actually asking for waivers on. Speaking with Angela again today she expressed no concern as to this driveway in particular.

Last night he and his clients attended the Eaton Township meeting; unfortunately their Planning Commission did not have a quorum. No member showed up at first. One of their members did show up after their party had left. That Board member wrote in an email that, eventually if anything is going to happen, they would request a driveway permit during their preconstruction process. In that case it may be required by them to do some upgrades to the driveway closer to the auto repair shop at that time. Again, he feels that at this point there should be no issue with Eaton Township.

Mr. Roger Hadsall stated that he notes the zoning officer mentioned in her email not to pave the end of the driveway(s) plural. He wants to verify that the discussion tonight is just about the driveway by to the trailer. Mr. LaRue stated that was correct. He believes Eaton Township had some early confusion on which driveway the waiver requests pertained. Mr. Stacy Huber asks where the other driveway is located on the map. Mr. LaRue said the other driveway is on the plan near to the auto repair shop. Chairman Ehrenzeller confirms that he and Matt Jones received additional information from Angela Tuttle this afternoon. In the note it mentions that Eaton Township Planning Commission is not completely opposed to the driveway waiver requests. Is this signaling some change in their position?

Matt Jones said he believes that the sentiments were not unanimous. There were some concerns about the concept that dirt, mud, debris and gravel would track in some increased fashion onto Jenks Road as a result of it becoming a shared driveway. Those impacts might not be felt immediately. When they are allowed to build the extra single-family home in the back, or develop the lot in any other manner, then you have more traffic there coming onto the township road. They pointed this out and they mentioned safety and erosion prevention concerns connected to that. He guesses that the sentiment for these statements is not unanimous. That is the full extent of what they shared with us that seems relevant for this particular item before us.

Mr. Hadsall asked if Mr. Jones believes that at some point they will get a township driveway permit. He wonders that if the Board requires them to pave it would it need to be pulled up in the future to build differently according to a township permit. Matt said that townships can control access to their own roads for which they have accepted right of way paving, repaving and snowplowing responsibilities. It becomes a public right of way and they can control access to it. This driveway has been there quite some time. He doesn't know if at any point the landowner may have already obtained a township driveway permit. He doesn't know if they ever required it from them to begin with considering the age of the driveway. At any point the township can require a driveway permit, or say the driveway is an unsafe situation even if it is pre-existing. This can especially happen if more traffic

is added to the driveway which is the point we are at now. Mr. LaRue states that the road is being accessed now; there should be no more traffic. Mr. Randy Wiernusz said he knows it has been there for eighty-five years. He states that he has made improvements to the road. He has installed a cross pipe half way down and he took care of some of the water coming down. He says he has every intention of paving the access road. He wants the autonomy to adjust the width and length of the driveway as he wishes. He does not want to go by someone else's predetermined widths and lengths. He wants to choose his own widths and lengths.

Attorney Litwin states that the rules about waivers allows the Board to attach conditions. If the concern is what may happen in the upper lot that is currently unimproved a condition can be required to be placed on the approved plan. It should state that if there is any structural development of the back lot at that time they would come into compliance with the SALDO. Mr. Huber asks if they can be told the one lot is okay but would need to be paved for a second residence. Attorney Litwin said if the Planning Office approved the minor subdivision there becomes an undeveloped lot in the back. Anyone who owns a lot is allowed to put a house on it. If they want to put more than one house or if they want to put in commercial development, then they have to come back for land development approval. The same standards that we are talking about now would apply to land development. If they tried to do anything commercial back there you could also require it. Mr. Huber asked what would happen if they wanted to put a ten-house subdivision in the back lot. Attorney Litwin said they would still have to come back for another subdivision plan approval. He stated that two houses or two dwelling units on one lot would start a land development. Mr. Jones confirmed that two dwelling units, an apartment complex, a duplex or commercial development would have to come back for subdivision or land development plan approval. Attorney Litwin said one house being built on an empty pre-existing lot doesn't have to come back for review. He said that once this gets approved, they don't need any more approvals from the county to build a house. Of course, they are going to have to comply with township zoning and the building code. In terms of the county SALDO they are done for a one dwelling residence.

Mr. Jones said what he typically requires for compliance is a promissory note on the plan that states they will eventually pave the shared driveway 18' wide x 50' in length where it meets the township road. He gives the landowners a large time frame of one or two years to complete. It will eventually need to be done (unless the waivers are approved tonight) because there might be more traffic on that system. Attorney Litwin said it may be required if there is development in the back. Mr. Jones stated that if the requirement is waived, then such a note does not need to be printed on the plan. Mr. LaRue said if there is more than one house placed on the property, they will still need land development.

Attorney Litwin asked what the two waivers were. He was told an 18-foot width by fifty feet long. Mr. Dale Brown stated that is the minimum. They could make it longer but those measurements are the minimum. Matt stated that if they paved the apron they could say they are meeting county standards, if it's less than 18' wide and 50' long then it's not meeting county standards. Mr. Brown asked if the property line is changing between these lots. Matt said yes this is what they are proposing to do. Mr. Brown asked if they would need to meet these standards for all the driveways.

Matt stated no; only the particular driveway near the mobile home. Mr. Hadsall stated that the driveway was serving the back lot. Attorney Litwin stated that it is shared because it would also serve the front lot. Mr. Brown again wondered aloud: if you change the shape of the lots, would all the driveway aprons need to be paved? Matt pointed out a before-and-after image that Mr. LaRue had included in the plan depicting the proposed before-and-after lot shapes. The plan proposes that the

mobile home become engulfed in what was previously the smaller lot containing the auto repair shop and storage facilities. They would dissolve certain boundary lines and now the mobile home site is added to the repair shop lot. So now the lot which had a home has no home and a new home could be added to it by right. Mr. Brown stated that if all the mobile home land was being cut off and added to the repair shop property all the more reason, it would seem, that all driveways should meet the standard.

Mr. Jones stated that if it is a driveway for a single-family home with one dwelling unit on one lot the County does not police this too much according to the ordinance. The driveway could be dirt, gravel, whatever, we don't have many standards. Once it becomes shared between two to three lots or two to three dwelling units, now it's required to at least pave the apron. Mr. Brown wondered if the driveway serving the repair shop and storage units was shared and would therefore need improvements at this time. Mr. Jones responded, no; the present subdivision in question does not propose any changes to those pre-existing commercial features, so no need for their further improvement is triggered at this time.

Mr. Matt Austin said: So we could have a condition that if they build a home, they would actually have to meet the standards. Matt Jones said that is basically what we are deciding upon now. He would be requiring that they put that note on the plan. They are asking to not have to put that note on the plan and to never have to do it. Mr. LaRue says: In other words- We are asking to put a home back there, and not pave the driveway apron— to just have a gravel driveway. He asks: How many of us have gravel driveways. Matt Jones said there are mixed opinions about the County's shared driveway apron-paving standard. Some people think it's a stringent restrictive law, and other people think it's a good idea providing safer arrangements; there will be less gravel spinning out from under tires at an intersection with a paved shared driveway apron when you have increased traffic. There is a difference of opinion. The rule was added to the County Ordinance by amendment in 2024. Mr. LaRue noted that the Township government has a gravel driveway 150' from Jenks Road.

Mr. Ehrenzeller asked if Mr. Wiernusz would pave the driveway someday. Mr. Wiernusz said he planned to pave it sooner rather than later. His problem with it was the length and the width. He would like to pave it a little longer maybe and change the configuration. He said the trailer is used by an elderly woman that he has known for a long time and it's not going to leave the property until she passes away or he does. He felt as though the ordinance tied his hands as to what he could do there. Mr. Brown mused whether Mr. Wiernusz might decide to pave a larger area of the apron and driveway.

Mr. Ehrenzeller asked if there were any more questions and comments regarding the Waiver requests. The first of the listed Waivers is the 50-foot length. The second that is listed is the 18-foot width. Mr. Ehrenzeller asked for a motion for the Waiver request of the needing to pave the first 50-foot length.

A motion was entertained for the Waiver request needing to pave the first 50 feet of length of a minimum access drive that would be shared between two lots as typically required by §607.71. It was confirmed that the Waiver request had no conditions placed upon it. A motion was made to approve the Waiver request by Mr. Roger Hadsall. It was seconded by Robert Thorne and approved unanimously.

A motion was made by Matt Austin to approve the Waiver requested from needing to make the paved portion of the Minimum Access Drive 18 feet wide as typically required by Table VI-1. There are no conditions placed on the Waiver. The motion was seconded by Roger Hadsall. There were no further

questions or comments regarding the second waiver and it was approved unanimously.

Mr. Ehrenzeller said he didn't know when Mr. Wiernusz planned to pave the driveway but he asked if he could place more gravel in the back and put a swale where it comes up on the road. Mr. Wiernusz said he added a cross pipe and he would clean out the ditch, put a crown in the road and place heavy gravel as suggested by Mr. Ehrenzeller.

Matt Jones asked Mr. Wiernusz how he would like to receive his waiver approval letter. He asked if it should just be forwarded to Mr. Bill Hampton and Mr. LaRue, as all other papers had been directed. Mr. Wiernusz said to continue emailing those individuals with decisions on this matter.

C. Bunker Hill Solar – Land Development Plan – Tunkhannock Township – File #2024-32

-Developer has requested 6-month Time Extension to October 16, 2026 to complete conditions of approval.

-County Compliant decommissioning agreements and bonds for all 5 project areas unfinished.

-If time extension not awarded, project is scheduled to expire tomorrow. (April 16, 2026)

Mr. Ehrenzeller says the developer is requesting a six-month time extension to complete the conditions of approval of the Bunker Hill Solar – Land Development Plan. He asks if Mr. Jones would like to provide any other background. Mr. Jones said that it would not take much time for him to update the members on this project. Mr. Gus Abalo and his Attorney Brian Levy are present and they can take as much time as they want to speak about the project from their perspective.

This project came to the Planning Office in September 2024. Conditional approval was provided in April of 2025. The only condition of approval that remained incomplete was setting up decommissioning bonds and agreements that would have the legal wherewithal to stand the test of time in case the County ever had to call the note. If the project is built and then at some point it enters end of life maybe forty years from now, maybe even two years from now... the county would be able to decommission the site if the landowners or developers failed to do it themselves.

In May of 2024 the Commissioners did pass an Ordinance Amendment requiring the decommissioning of commercial scale solar. This is why we have been watching this carefully to make sure we have an agreement that is legally sound, and all details connect to one another.

The applicant and their legal team had drafted a decommissioning agreement template. In response, there were some key edit requirements that Staff provided them that were needed in order for it to be fully ordinance compliant— something we could hang our hat on. The last messages we received were from Penn Renewables (this is the firm with which Gus Abalo is an executive agent). In a message from Mr. Eric Sieckmann (Mr. Abalo's associate), Mr. Sieckmann state they intended to complete the project. After this, a conversation was had with Mr. Sieckmann where he said they were planning to sell ownership interest in the project to a different outfit. In July of 2025 we heard that the project was sold to Aligned Climate Capital located in New York City.

This sale struck Mr. Jones as possibly intimating the project was being bought out from underneath them. He did not know. Around that same time, we learned that the federal subsidies for solar

projects were going by the wayside under the current Executive Administration. Gus may say later that information is not factored into their financial decision, but we understand that there a number of other solar projects coming to grips with that as a substantive change of circumstances. Bottom line is that ten months have elapsed and no progress has been made on decommissioning. It's concerning and it's the responsibility of an Applicant to meet Ordinance requirements in a timely fashion. The County Commissioners have asked Staff to draft regulations addressing Data Centers among other things. We do not want to be juggling old projects with the risk of deemed approvals or building beginning when required legal agreements are not in place. There is a lot of administrative work that he has to do. There is communication, exchange of information, watching it carefully and monitoring for shovels in the ground. He is concerned about projects having a proper green light and all legal documents being correct and in place. These are five different solar panel arrays on three different private properties with lease holds. It's a very complex project. Nothing has happened in the past ten (10) months except the project being sold according to his knowledge. He says he will end here. He recommends that the project expire tomorrow which is its deadline to meet the previously-provided conditions of approval.

Mr. Gus Abalo thanks Matt Jones for giving them the heads up that their solar project was going to expire tomorrow and for getting them on the agenda on short notice. This project is coming back to Penn Renewables. He was made aware of it late last week. When he heard of its expiration he reached out to Matt Jones regarding the decommissioning agreement. They offered to wrap this up and wire in funds for the amount of decommissioning. He said they were told to come in today and file for the extension. He hopped on a plane to come in first thing this morning.

He mentions the sale to Aligned Climate Capital. It is a large institutional backed private power company. He says power plants change hands many times before they actually get built and many times after they get built throughout the life of the project. It is not something unique to solar farms, it happens with gas plants and coal plants. It doesn't just happen in Pennsylvania but throughout the country and it shouldn't be a surprise that projects change hands prior to construction and after construction while in operation.

The reason for his delay is that in September of last year PP&L filed a rate case. They proposed to pay solar facilities similar to the one permitted herein Wyoming County basically half of what we were getting paid to do before the rate case. If they thought they would make one hundred dollars on September 29th... on September 30th when they filed their rate case they offered to pay them fifty dollars for their power. Clearly this rubs the banks the wrong way. It's difficult to get financing especially when you don't know what your input for selling electricity to PPL will be. Given that they didn't have clarity on what the revenue number was the project can't get financed and built. Over the proceeding six months there were negotiations with PPL. Not only their project was affected by this but every project over PPL territory. There was a settlement reached last month, said Mr. Abalo; PPL submitted that settlement to the PUC as part of their rate case for ratification. That will hopefully get ratified in the June time frame at which point the project will proceed. It's no longer 50% of what they were getting day before they filed their rate case. It was discovered this was just their negotiating style. They did get to an agreement which would allow the projects to move forward. All of this is public information, Mr. Abalo says. They could send supporting documentation. It's been in the papers and there is legal documentation. It's not something that is specific to their project in Wyoming County. It's something that is PPL territory wide. Projects that are up and running were told overnight that they would be getting 50% less.

The group that acquired the project, Aligned Climate Capital could not move forward in the time specified because the new rate settlement has not been ratified by the PUC. Mr. Abalo of Penn Renewables is in the process back project ownership from Aligned Climate Capital, he says. He fully intends on seeing this project through construction. During operation the decommissioning funds will be there should anything go wrong. He says they met the other conditions of approval without any issue. He requests that the Board extend their approval with respect to additional work. If the project expires, he guesses that they would be forced to reapply. That would be even more work than granting his extension tonight. He apologizes.

Attorney Litwin asks Attorney Levy how much time they would need. He says he pretty much had an agreement worked out with Attorney Neil Thatcher. He doesn't believe there is much redrafting. He asks if the matter can be finished in three months. Attorney Levy said they had requested six months because that's the amount of time they felt they would be able to get it done to properly address Staff comments and to ably make sure that it was done correctly and not hurriedly. Mr. Abalo says they are committed to wrapping this up as soon as possible and getting the bond in place.

Mr. Coleman asks Attorney Litwin if the Board would be giving them an exemption from decommissioning if they allowed them an extension. Attorney Litwin said they are subject to the decommissioning aspect. Mr. Coleman said he wanted to make sure that decommissioning would still be in place according to the Ordinance passed by the Commissioners. Matt Jones said that the decommissioning agreement template drafted Attorneys Thatcher and Litwin was a great start, but there were a number of key comments that needed to be included. A contract language must be 100% effective or else it's useless to the person who is the payee should they ever need it. One of the key clauses mentioned in his edits were if this project's facility were sold to a different entity or shell company. If ownership of this particular facility is sold to a different entity, then that other entity, as a condition of a sale, needs to set up all pertinent agreements and bonds for the arrays for decommissioning. This is important for it to be in place and replace the preexisting agreements and bonds. That is in our ordinance. If it's sold to another entity, unless the new entity is required to take on that liability, then the old entity scuttles out from underneath the responsibility. The liability and responsibility of that decommissioning and holding that bond has to be passed to the prospective new owner. This is the language that was shared back in June 2025. We heard nothing since then from the developer; the project was sold... and then it was crickets.

Mr. Abalo said he agrees 100%. He said the agreements were made with the project level companies so those ride with the project if that makes sense. He said it doesn't matter who the owner is the bonds are in place at the project level with the companies with each of the arrays that are there. Whether it's cash or whether it's a bond the bond may be replaced but that agreement is part of the approval for that array.

Attorney Litwin said: If the selling company wants to get its investment and its bond back the new company would have to post the same security. Mr. Abalo said the bonds ride with the project level companies so the bonds will ride with the property no matter who the new owner is. Mr. Litwin inquired about the cash Mr. Abalo just mentioned. He said they had offered to wire cash into a county account. Mr. Coleman asked if the cash would be offered instead of a bond. Mr. Jones said that cash escrow is not something he would accept. Mr. Abalo said they wanted do whatever they could to stop their project from expiring on April 16, 2026.

Mr. Coleman asked Attorney Litwin if he had seen the agreement for decommission and was he

comfortable with the agreement. Attorney Litwin said in his last conversation with Attorney Neil Thatcher it was noted that Mr. Thatcher was okay with the edits proposed by the Planning Office. He said his client did not give him direction on how to proceed. Attorney Litwin asks the attorney present, Attorney Brian Levy if the edits were acceptable. Mr. Levy explains the reason for his clients' delay is because of the change of ownership that transferred last July. Penn Renewable was out of the project because they had sold it. Director Jones' comments were never addressed by his clients because they had sold the project. Mr. Jones' comments were never addressed or satisfied from June of 2025 because of the change in ownership. Recently, there is an interest in buying the project back. They understand where the project was when they left off and they want to make good on it. The issue is tomorrow's deadline to comply with the conditions.

Mr. Roger Hadsall: So we were working with owner number one not number two and now you are working with owner number three? It was corrected that owner number one is before the Board this evening. Attorney Levy said they are in the process of getting the project back from the current owner. Attorney Litwin pointed out that utilities are regulated by the PUC. The rate case is not our decision. That's for the PUC and it's up to them if they want to change the regs on doing business that's not our decision. We don't make judgment calls on that. He did have a question in the litigation of the rate case with the PUC asking were there any public interest groups involved that may appeal?

Mr. Abalo said the OCA (the office of consumer advocate) he believes signed off on the settlement. A number of state level agencies were involved in that settlement and have provided comment. When the PUC files a rate case there are a million stake holders that have a say. A number of them are from the state. Attorney Litwin asked if there were any stakeholders that didn't agree to the settlement. He was told that there are always stake holders that do not agree to a settlement. Mr. Litwin: So there is a chance that it would not be settled at the PUC in which case they will probably be looking for more time. Mr. Abalo said that he is keen to work diligently to wrap up the agreement, put the bond in place and move forward with the project. They don't anticipate any further problems at the PUC level.

Mr. Matt Austin asked how long it would take to put a bond in place. Mr. Abalo said he believed he could get it done inside of ninety (90) days. It would depend upon working with the county. They would prefer one hundred and eighty days (180) days to give them more time but they are ready to move. Attorney Litwin stated that Attorney Thatcher is not present and he doesn't want to misrepresent him but his impression during a conversation with him was that Matt Jones' edits were acceptable in Mr. Thatcher's opinion. Mr. Jones asked if that was Attorney Levy's sentiment. He did not want to speak out of turn. He said he would characterize everything as "being on the 5 yard line." It would be unfortunate for them to be denied the extension and sent back to the beginning of the land development application stage all over again, but they would respect the decision, based on the level of work that has gone into this complex matter: seven (7) months' worth of land development and subdivision work... they went through three separate subdivision proceedings to make sure that they got the boundaries correct for the leases... they spent months negotiating with the County Solicitor and Director Jones on the Decommissioning Agreement and Bonds. Mr. Levy said they worked collaboratively. Mr. Abalo added that they also paid PPL under one million dollars to line a pole with upgrades all up Bunker Hill Road. It's about three miles of lines, poles and smart metering equipment. They already made their deposit for this. Attorney Levy says that they have not avoided Mr. Jones' comments in his June 2025 letter. They plan to address them. They are back on the project. He says this is the only outstanding action item.

Mr. Mark Stuble resides on a lot near the proposed solar project site and he is introduced by Mr. Ehrenzeller. Mr. Stuble asked for confirmation that Mr. Abalo is the owner of Penn Renewables and asks if he sold it to the company that presently owns it or relinquished it to them. Mr. Abalo said that when power plants get financed and built it is very common for them to change hands between different entities as part of the financing process. Mr. Stuble asks if they are in the process of buying the project back. Mr. Abalo said they are in agreements with the current owner that stipulate that if certain milestones are not met, they can take the project over. Mr. Ehrenzeller asks if this is firm. Mr. Abalo says they are in the process of taking the project back. He says that it is not contested.

Mr. Ehrenzeller asks Mr. Stuble if he has any other questions or comments. Mr. Stuble said that he appeared at two meetings a year and a half ago regarding this project and that it seems the Board always gave these developers extensions. He notes that the previous federal executive administration was very friendly to clean energy. Regarding decommissioning, if no firm agreements are put into place, then these companies could just walk away from the solar panels they installed. He has feared that these extensions given to Mr. Abalo would give him the ability to evade decommissioning. Mr. Coleman said that according to our SALDO they have to live up to it including putting the money up front in case their project goes broke. If they go broke and go out of here the county has the money to decommission the project. Mr. Abalo adds that he has 40 other projects similar to this one in Pennsylvania and they put decommissioning in all of their agreements. Mr. Stuble asks how much electricity are all of his projects are producing. Mr. Abalo said that all 40 projects he mentioned are in the permitting phase and none are complete or producing energy. Mr. Stuble states that he has no way to know how effective these agreements might be. He asked whether the materials sourcing was American or foreign. Mr. Abalo says that his panels come from factories in Dalton, Georgia. The steel and racking for the projects come from the Midwest. He says that 90% of the components are American. Mr. Stuble said that he does not want the project to be given anymore extensions.

Attorney Litwin stated that the project can only be rejected for its deadline expiration and/or not meeting another ordinance requirement. It can't be rejected for subjective reasons not backed by existing ordinance provisions.

Mr. Jones stated the language to be added to the agreement is "As part of any such transfer or assignment of the facilities SRI Parties Financial Security which is Penn Renewables or current facility's owners' financial security may not be released or revoked until the new facility owner, assignee or transferee's financial security is accepted by the Board of Commissioners and notices provided to the Landowner. This language will ensure compliance with county SALDO Section 711(4)(b). In other words, before any seller of the facility can be released from the security the purchaser must establish a replacement security as a condition of sale before that sale goes down. Otherwise, they can set up a shell company. A shell company is not a party to the agreement. Then the county no longer has a bond that can be called upon.

Attorney Litwin opined that the agreement is recorded so it tracks with the land. He states that he would have to double check that. He thinks the approved plan tracks with the land, but that Mr. Jones' statement and citing of the ordinance also makes perfect sense. Mr. Abalo said he agrees with Mr. Jones so long as approval is not unreasonably withheld. Mr. Coleman asked if the extension was granted could the details discussed be worked out. Attorney Litwin said he thinks so. He said if they are denied they put a lot of money into it and they are just going to resubmit. Mr. Matt Austin asked if they could start the project tomorrow. Attorney Litwin said no. Mr. Brown said they are asking for a

six (6) month extension but the County's Time Extension Request Form indicates that 90 days is our typical maximum extension ever granted. Mr. Austin said he would suggest a 90-day extension.

Mr. Ehrenzeller asks if a motion will be made. Mr. Coleman makes a motion to allow the Bunker Hill Solar – Land Development Plan to be given a 90-day extension. Mr. Matt Austin seconds the motion and it is passed unanimously.

IX. Old Business: None to report

New Business None

Visitor and Guests: *Gus Abalo, Penn Renewables; Laura Wiernusz, Landowner; Randy Wiernusz, Landowner; Lawrence Lindy LaRue, PLS, Surveyor; Eric Mark, Press Examiner; Brian Levy, Counsel; Mark Stuble.*

X. Adjournment

A motion to adjourn was made by Mr. Robert Thorne and seconded by Mr. Jerney Leaidicker and carried.

The meeting adjourned at 7:01 p.m.

Commission staff may be reached at:

WYOMING COUNTY OFFICE OF COMMUNITY PLANNING

1 Courthouse Square, 3rd Floor * Tunkhannock, PA 18657 * 570-996-2268

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