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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

NICK MYERS – CHAIR
RACHEL WALDEN - VICE CHAIR
LEA MÁRQUEZ PETERSON
KEVIN THOMPSON
RENÉ LOPEZ

IN THE MATTER OF THE APPLICATION OF
EAGL, LLC, IN CONFORMANCE WITH THE
REQUIREMENTS OF ARIZONA REVISED
STATUTES § 40-360, ET SEQ., FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AUTHORIZING THE EAGLE
EYE ENERGY CENTER PROJECT, LOCATED
IN LA PAZ COUNTY, ARIZONA.

DOCKET NO. L-21323A-26-0244-00263

CASE NO. 263

DECISION NO. _____

ORDER

Arizona Corporation Commission

DOCKETED

OCT 14 2026

DOCKETED BY

BY THE COMMISSION:

Pursuant to A.R.S. § 40-360 et seq., after due consideration of all relevant matters, the Arizona Corporation Commission (“Commission”) finds and concludes that the Certificate of Environmental Compatibility (“CEC 263”) issued by the Arizona Power Plant and Transmission Line Siting Committee (“Siting Committee”) is hereby approved as granted by this Order.

The Commission, in reaching its decision, has balanced all relevant matters in the broad public interest, including the need for an adequate, economical, and reliable supply of electric power with the desire to minimize the effect thereof on the environment and ecology of this state, and finds that granting CEC 263 is in the public interest.

The Commission further finds and concludes that in balancing the broad public interest in this matter:

1. The Project is in the public interest because it aids the state in meeting the need for an adequate, economical, and reliable supply of electric power.
2. In balancing the need for the Project with its effect on the environment and ecology of the state, the conditions placed on CEC 263 effectively minimize its impact on the environment and ecology of the state.
3. The conditions placed on CEC 263 resolve matters concerning the need for the Project and its impact on the environment and ecology of the state raised during the course of proceedings and, as such, serve as the findings on the matters raised.
4. In light of these conditions, the balancing in the broad public interest results in favor of granting CEC 263.

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CEC 263 ISSUED BY THE SITING COMMITTEE IS INCORPORATED
HEREIN AND IS APPROVED BY ORDER OF THE
ARIZONA CORPORATION COMMISSION

W. Myers
CHAIR MYERS

Rachel Walden
VICE CHAIR WALDEN

Lea Marquez Peterson

COMMISSIONER MARQUEZ PETERSON

Ken Thompson

COMMISSIONER THOMPSON

Julene Rene Lopez

COMMISSIONER LOPEZ



IN WITNESS WHEREOF, I, DOUGLAS R. CLARK,
Executive Director of the Arizona Corporation Commission,
have hereunto, set my hand and caused the official seal of this
Commission to be affixed at the Capitol, in the City of Phoenix,
this 14th day of October, 2026.

Douglas R. Clark
DOUGLAS R. CLARK
Executive Director

DISSENT: _____

DISSENT: _____

1 **BEFORE THE ARIZONA POWER PLANT**
2 **AND TRANSMISSION LINE SITING COMMITTEE**

3 IN THE MATTER OF THE APPLICATION
4 OF EAGL, LLC, IN CONFORMANCE
5 WITH THE REQUIREMENTS OF
6 ARIZONA REVISED STATUTES § 40-360,
7 ET SEQ., FOR A CERTIFICATE OF
8 ENVIRONMENTAL COMPATIBILITY
9 AUTHORIZING THE EAGLE EYE
10 THERMAL PLANT AND GEN-TIE
11 PROJECT, LOCATED IN LA PAZ
12 COUNTY, ARIZONA

DOCKET NO.: L-21323A-26-0244-00263

Case No. 263

**CERTIFICATE OF
ENVIRONMENTAL
COMPATIBILITY**

9 **A. INTRODUCTION**

10 Pursuant to notice given as provided by law, the Arizona Power Plant and
11 Transmission Line Siting Committee (“Committee”) held public hearings on August 3,
12 2026, through August 5, 2026, in Parker, Arizona, in conformance with the requirements
13 of the Arizona Revised Statutes (“A.R.S.”) § 40-360 *et seq.* for the purpose of receiving
14 evidence and deliberating on the June 16, 2026 Application of EAGL, LLC, a Delaware
15 limited liability company (“Applicant”), for a Certificate of Environmental Compatibility
16 (“Certificate”) for the Eagle Eye Thermal Plant and Gen-Tie Project (collectively the
17 “Project”), which are the jurisdictional components of the Eagle Eye Energy Center
18 (“Energy Center”).

19 The following members and designees of members of the Committee were present
20 at one or more of the hearing days for the evidentiary presentations, public comment, and/or
21 for the deliberations:

22 Adam Stafford	Chairman, Designee for Arizona Attorney General
23	Kris Mayes
24 Michael Comstock	Designee of the Chairman, Arizona Corporation
25	Commission (“Commission”)
26 Leonard Drago	Designee for the Director of the Arizona Department of
27	Environmental Quality (“ADEQ”)
28 Laney Meeker	Designee for the Director of the Arizona Department of

1 Water Resources (“ADWR”)
 2 Nicole Hill Designee for the Director, Governor’s Energy Office
 3 Sal DiCiccio Appointed Member, representing cities and towns
 4 Roman Fontes Appointed Member, representing counties
 5 Douglas Fant Appointed Member, representing the general public
 6 Margaret “Toby” Little Appointed Member, representing the general public
 7 Gabby Saucedo Mercer Appointed Member, representing the general public
 8 The Applicant was represented by Bert Acken of Acken Law. No parties requested
 9 intervention pursuant to A.R.S. § 40-360.05.

10 At the conclusion of the hearing, the Committee, after considering the (i)
 11 Application, (ii) evidence, testimony, and exhibits presented by the Applicant, and (iii)
 12 comments of the public, and being advised of the legal requirements of A.R.S. §§ 40-360
 13 through 40-360.13, upon motion duly made and seconded, voted 9 to 0, to grant Applicant,
 14 its successors and assigns, this Certificate for construction of the Project as described below.

15 **B. PROJECT DESCRIPTION**

16 The Project includes an up to 700 megawatt (“MW”) nameplate capacity natural gas-
 17 fired electric generation facility (the “Thermal Plant”) consisting of up to fourteen (14) GE
 18 LM6000 simple-cycle gas combustion turbines, each with a nameplate capacity of up to 50
 19 MW. Fourteen (14) stacks, approximately 70 feet tall, will be located adjacent to each
 20 combustion turbine generator. Natural gas will be supplied to the Thermal Plant via a new
 21 lateral connecting the Thermal Plant to the Havasu Crossover natural gas pipeline, owned
 22 and operated by El Paso Natural Gas Company, L.L.C. (“EPNG”). Ultra Low Sulphur
 23 Diesel may be used as backup fuel. The Thermal Plant is located on private property in an
 24 approximately 100-acre siting area in Section 10, Township 6 North, Range 12, West, of
 25 the Gila and Salt River Base and Meridian in unincorporated La Paz County, Arizona,
 26 approximately two miles north of the unincorporated community of Wenden, Arizona.

27
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1 The Project also includes the construction of a new 4.7-mile long, double circuit 230-
2 kilovolt (“kV”) alternating current transmission line (the “Gen-Tie”). The Gen-Tie will be
3 located in La Paz County on privately owned land, State Trust Land managed by the
4 Arizona State Land Department (“ASLD”), and federal land managed by the Bureau
5 of Land Management (“BLM”). The Gen-Tie, coupled with the transmission line approved
6 in Line Siting Case 236 (Docket No. L-21323A-24-0209-00236, Decision No. 79644,
7 December 31, 2024) will interconnect the Thermal Plant and additional, non-jurisdictional
8 facilities (expected to include an up to 400 MW solar photovoltaic generation facility and
9 an up to 400 MW battery energy storage system (“BESS”)) to the regional grid at the
10 existing Harcuvar Substation. The Project and the non-jurisdictional facilities are
11 collectively referred to as the Energy Center.

12 The Gen-Tie originates at the Thermal Plant’s non-jurisdictional substation and
13 travels along the north side of the Energy Center to a non-jurisdictional substation
14 associated with the photovoltaic generation and BESS and then travels north/northwest to
15 the transmission line corridor approved in Line Siting Case 236. The Project corridor is
16 variable in width. The majority of the corridor on BLM-managed land is 1,000 feet wide
17 and the corridor is up to 3,700 feet wide within the footprint of the Energy Center. The
18 final right-of-way (“ROW”) width for the Gen-Tie will be 150 feet.

19 A map of the approved Project, including the Gen-Tie corridor and the Thermal Plant
20 siting area, is shown in **Exhibit A**.

21 CONDITIONS

22 This Certificate is granted upon the following conditions:

23 1. This authorization to construct the Project shall expire ten (10) years from the
24 date this Certificate is approved by the Commission, with or without modification.
25 Construction of the Project shall be complete, such that the Project is in service within this
26 ten-year timeframe. However, prior to the expiration of the time period, the Applicant may
27 request that the Commission extend the time limitation. The Project may be built in phases.
28

1 The Applicant currently has a pending air quality application with ADEQ for an initial
2 phase of 350 MW of thermal generation. The Application shall obtain the required air
3 quality permit authorization(s) before commencing construction of the initial and any
4 subsequent phases of the Thermal Plant and submit them to the Commission's Docket
5 Control.

6 2. In the event the Project requires an extension of the term of this Certificate
7 prior to completion of construction, the Applicant shall file such time extension request at
8 least one hundred and eighty (180) days prior to the expiration of the Certificate. Within ten
9 (10) days of the filing of the request to extend the term of this Certificate, the Applicant
10 shall use reasonable means to promptly notify La Paz County, ASLD, and all landowners
11 and residents within a one (1) mile radius of the Project plus the community of Wenden, all
12 persons who made public comment at this proceeding who provided a mailing or email
13 address, and all parties to this proceeding. Any person who receives notice of the request to
14 extend the term of the Certificate may request that the Applicant notify them by email of
15 the date, time, and place of the hearing or open meetings during which the Commission will
16 consider the request for extension. The Applicant shall notify such persons of the date and
17 time of the open meeting or hearing as soon as the Applicant is made aware of the open
18 meeting or hearing date.

19 3. During the development, construction, operation, maintenance, and
20 reclamation of the Project, the Applicant shall comply with all existing applicable air and
21 water pollution control standards and regulations, and with all existing applicable statutes,
22 ordinances, master plans and regulations of any governmental entity having jurisdiction,
23 including, but not limited to, the United States of America, the State of Arizona, La Paz
24 County, and their agencies and subdivisions, including but not limited to the following:

- 25 a. All applicable land use regulations;
- 26 b. All applicable zoning stipulations and conditions, including but not
27 limited to landscaping and dust control requirements;
- 28

- c. All applicable water use, discharge and/or disposal requirements of the ADWR and ADEQ;
- d. All applicable noise control standards; and
- e. All applicable regulations governing storage and handling of hazardous chemicals and petroleum products.

4. The Applicant shall obtain all approvals and permits necessary to construct, operate and maintain the Project required by any governmental entity having jurisdiction including, but not limited to, the United States of America, the State of Arizona, La Paz County, and their agencies and subdivisions.

5. The Applicant shall comply with the Arizona Game and Fish Department ("AGFD") guidelines and recommendations for handling protected animal species, should any be encountered during construction and operation of the Project, and shall consult with AGFD or U.S. Fish and Wildlife Service, as appropriate, on other issues concerning wildlife. The Applicant shall, in consultation with AGFD, follow the mitigation measures listed in **Exhibit B**.

6. The Applicant shall design the Gen-Tie to incorporate reasonable measures to minimize electrocution of and impacts to avian species in accordance with the Applicant's avian protection program. Such measures will be accomplished through incorporation of Avian Power Line Interaction Committee guidelines set forth in the current versions of *Suggested Practices for Avian Protection on Power Lines* and *Reducing Avian Collisions with Power Lines* manuals.

7. The issuance of a Certificate by the Commission is a state action pursuant to A.R.S. §§ 41-861 through 41-864, also known as the State Historic Preservation Act ("State Act"). The Applicant shall consult with the Arizona State Historic Preservation Office ("SHPO") regarding the Project and its impacts on historic properties. Construction shall not commence until SHPO has had an opportunity to review and comment in accordance with the State Act. The Applicant shall, in cooperation with the landowner, complete a Class

1 III cultural inventory of the Gen-Tie ROW and Thermal Plant site that have not been
2 previously surveyed to modern standards. If any historic property will be substantially
3 altered or demolished as a result of the construction or operation of the Project, the
4 Applicant shall take timely steps to make appropriate documentary recordation in
5 accordance with the standards established by SHPO.

6 8. If any archaeological, paleontological, or historical site or a significant
7 cultural object is discovered on state, county, or municipal land during the construction or
8 operation of the Project, the Applicant or its authorized representative shall promptly report
9 the discovery to the Director of the Arizona State Museum ("ASM"), and in consultation
10 with the Director, shall immediately take all reasonable steps to secure and maintain the
11 preservation of the discovery as required by A.R.S. §41-844.

12 9. If human remains and/or funerary objects are encountered during the course
13 of any ground-disturbing activities related to the construction or operation of the Project,
14 the Applicant shall cease work on the affected area of the Project and notify the Director of
15 the ASM as required by A.R.S. § 41-865 for private land, or as required by A.R.S. § 41-844
16 for state, county, or municipal lands.

17 10. The Applicant shall comply with the notice and salvage requirements of the
18 Arizona Native Plant Law (A.R.S. §§ 3-901 *et seq.*) and shall, to the extent feasible,
19 minimize the destruction of native plants during the construction and operation of the
20 Project.

21 11. The Applicant shall make every reasonable effort to promptly investigate,
22 identify, and correct, on a case-specific basis, all complaints of interference with radio or
23 television signals from operation of the Project addressed in this Certificate and where such
24 interference is caused by the Project take reasonable measures to mitigate such interference.
25 The Applicant shall maintain written records for a period of five (5) years of all complaints
26 of radio or television interference attributable to operations, together with the corrective
27 action taken in response to each complaint. All complaints shall be recorded to include
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1 notation on the corrective action taken. Complaints not leading to a specific action or for
2 which there was no resolution shall be noted and explained. Upon request, the written
3 records shall be provided to the Staff of the Commission. In addition, the Project shall be
4 evaluated on a regular basis so that damaged insulators or other line materials that could
5 cause interference are repaired or replaced in a timely manner.

6 12. Within one hundred twenty (120) days of the Commission's decision
7 approving this Certificate, the Applicant shall post signs in or near public ROWs, to the
8 extent authorized by law, reasonably adjacent to the Project giving notice of the Project.
9 Such signage shall be no smaller than a roadway sign. The signs shall advise:

- 10 a. The future site of the Project;
- 11 b. A phone number and website for public information regarding the Project;
- 12 and
- 13 c. Refer the public to the Docket.

14 Such signs shall be inspected at least once annually and, if necessary, be repaired or
15 replaced, and removed at the completion of construction.

16 The Applicant shall make every reasonable effort to communicate the decision either
17 approving or denying the Certificate in digital media.

18 13. At least ninety (90) days before construction commences on the Project, the
19 Applicant shall provide La Paz County, ASLD, and builders and developers who are
20 building upon or developing land within one (1) mile of the of the Project with a written
21 description, including the approximate height and width measurements of all structure
22 types, of the Project. The written description shall identify the location of the Project and
23 contain a pictorial depiction of the facilities being constructed. The Applicant shall also
24 encourage the developers and builders to include this information in their disclosure
25 statements. Upon approval of this Certificate by the Commission, the Applicant may
26 commence construction of the Project.

1 14. The Applicant shall use non-specular conductor and non-reflective surfaces
2 for the Gen-Tie.

3 15. The Applicant shall be responsible for arranging that all field personnel
4 involved in the Project receive training as to proper ingress, egress, and on-site working
5 protocol for environmentally sensitive areas and activities. Contractors employing such
6 field personnel shall maintain records documenting that the personnel have received such
7 training.

8 16. The Applicant shall follow the most current Western Electricity Coordinating
9 Council ("WECC") and North American Electric Reliability Corporation ("NERC")
10 planning standards, as approved by the Federal Energy Regulatory Commission ("FERC"),
11 National Electrical Safety Code ("NESC") standards, and Federal Aviation Administration
12 ("FAA") regulations.

13 17. The Applicant shall provide Commission Staff with a copy of the
14 Interconnection Agreement(s) related to the Project when executed and approved by the
15 Western Area Power Administration ("WAPA"), which will be provided under the existing
16 Protective Agreement with Commission Staff, and Applicant shall comply with all
17 requirements contained in the Interconnection Agreement(s). Applicant shall be responsible
18 for any future network upgrades necessary or mitigation measures directly related to the
19 Project as determined by WAPA.

20 18. The Applicant shall participate in good faith in state and regional transmission
21 study forums to coordinate transmission expansion plans related to the Project and to
22 resolve transmission constraints in a timely manner.

23 19. When Project facilities are located parallel to and within one hundred (100)
24 feet of any existing natural gas or hazardous pipeline, the Applicant shall:

- 25 a. Ensure grounding and cathodic protection studies are performed to
26 show that the Project's location parallel to and within one hundred
27 (100) feet of such pipeline results in no material adverse impacts to the
28

1 pipeline or to public safety when both the pipeline and the Project are
2 in operation. The Applicant shall take appropriate steps to ensure that
3 any material adverse impacts are mitigated. The Applicant shall
4 provide to Staff of the Commission, and file with Docket Control, a
5 copy of the studies performed and additional mitigation, if any, that
6 was implemented as part of its annual compliance-certification letter,
7 and

- 8 b. Ensure that studies are performed simulating an outage of the Project
9 that may be caused by the collocation of the Project parallel to and
10 within one hundred (100) feet of the existing natural gas or hazardous
11 liquid pipeline. The studies should either: (a) show that such simulated
12 outage does not result in customer outages, or (b) include operating
13 plans to minimize any resulting customer outages. The Applicant shall
14 provide a copy of the study results to Staff of the Commission and file
15 them with Docket Control as part of the Applicant's annual compliance
16 certification letter.

17 20. The designation of the Gen-Tie corridor in this Certificate, as shown in
18 **Exhibit A**, does not authorize a ROW greater than 150 feet wide for the Gen-Tie nor does
19 it grant the Applicant exclusive rights within the corridor outside of the final designated
20 transmission ROW. The maximum height of the structures shall not exceed 199 feet.

21 21. The Applicant shall submit a compliance certification letter annually,
22 identifying progress made with respect to each condition contained in this Certificate,
23 including which conditions have been met. The letter shall be submitted to Commission's
24 Docket Control commencing on October 1, 2027. Attached to each certification letter shall
25 be documentation explaining how compliance with each condition was achieved. Copies of
26 each letter, along with the corresponding documentation, shall be submitted to the Arizona
27 Attorney General's Office. With respect to the Project, the requirement for the compliance
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1 letter shall expire on the date the Project is placed into operation. Notification of such filing
2 with Docket Control shall be made to La Paz County, ASLD, all parties to this Docket, and
3 all parties who made a limited appearance in this Docket.

4 22. The Applicant shall provide a copy of this Certificate to La Paz County,
5 EPNG, and ASLD.

6 23. Any transfer or assignment of this Certificate shall require the assignee or
7 successor to assume, in writing, all responsibilities of the Applicant listed in this Certificate
8 and its conditions as required by A.R.S. § 40-360.08(A) and R14-7-113(F) of the Arizona
9 Administrative Code.

10 24. In the event the Applicant, its assignee, or successor, seeks to modify the
11 Certificate's terms at the Commission, it shall provide copies of such request to La Paz
12 County, ASLD, all parties to this Docket, and all parties who made a limited appearance in
13 this Docket.

14 25. The Certificate Conditions shall be binding on the Applicant, its successors,
15 assignee(s) and transferees, and any affiliates, agents, or lessees of the Applicant who have
16 a contractual relationship with the Applicant concerning the construction, operation,
17 maintenance or reclamation of the Project. The Applicant shall provide in any agreement(s)
18 or lease(s) pertaining to the Project that the contracting parties and/or lessee(s) shall be
19 responsible for compliance with the Conditions set forth herein, and the Applicant's
20 responsibilities with respect to compliance with such Conditions shall not cease or be abated
21 by reason of the fact that the Applicant is not in control of or responsible for operation and
22 maintenance of the Project facilities.

23 26. Applicant shall comply with all applicable National Fire Protection
24 Association Codes and Standards for all components of the Project. Applicant shall prepare
25 a comprehensive Emergency Response Plan in coordination with the appropriate local area
26 police and fire departments and any related agencies participating in a mutual aid
27 agreement. This Emergency Response Plan shall include a notification plan and provide
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1 information to community residents relative to potential emergency situations arising from
2 the Thermal Plant. Applicant agrees to work with such agencies to jointly develop on-site
3 and off-site evacuation plans, as may be reasonably appropriate. Copies of these plans will
4 be made available to the public and on Applicant's website to the extent plans are not
5 confidential. This cooperative work and plan shall be completed prior to operation of the
6 Thermal Plant.

7 27. At the end of the Thermal Plant's useful life, Applicant will safely dispose or
8 recycle Project equipment.

9 28. Applicant shall comply with all applicable federal, state, and local regulations
10 relative to storage and transportation of chemicals, water, and hazardous materials used at
11 the Thermal Project.

12 29. If onsite groundwater wells are used, Applicant shall monitor and report
13 annual groundwater withdrawal on its Project website for the duration of the operational
14 life of the Thermal Plant.

15 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

16 This Certificate incorporates the following Findings of Fact and Conclusions of Law:

17 1. The Project aids the State and the Southwest Region of the United States in
18 meeting the need for an adequate, economical, and reliable supply of electric power.

19 2. When constructed in compliance with the conditions imposed in this
20 Certificate, the Project aids the State, preserving a safe and reliable electric transmission
21 system.

22 3. During the course of the hearing, the Committee considered evidence on the
23 environmental compatibility of the Project as required by A.R.S. § 40-360 *et seq.*

24 4. The Project and the conditions placed on the Project in this Certificate
25 effectively minimize the impact of the Project on the environment and ecology of the state.

26 5. The conditions placed on the Project in this Certificate resolve matters
27 concerning balancing the need for the Project with its impact on the environment and
28

1 ecology of the state arising during the course of the proceedings, and, as such, serve as
2 findings and conclusions on such matters.

3 6. The Project is in the public interest because the Project's contribution to
4 meeting the need for an adequate, economical, and reliable supply of electric power
5 outweighs the minimized impact of the Project on the environment and ecology of the state.

6 DATED this 17th day of August, 2026.

7 THE ARIZONA POWER PLANT AND
8 TRANSMISSION LINE SITING COMMITTEE

9 

10 By: _____
11 Adam Stafford, Chairman

12 Original e-filed this 17th day of August, 2026with:

13 Docket Control
14 Arizona Corporation Commission
15 1200 W. Washington Street
Phoenix, AZ 85007

16 Copy of the above was e-mailed
17 this 17th day of August, 2026 to:

18 Tom Van Flein, General Counsel
19 Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

20 Ranelle Paladino
21 Briton Baxter
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T. Brewer
CEC 263

EXHIBIT A



EXHIBIT B

Mitigation Measures
BIOLOGICAL RESOURCES
Vegetation
<i>Adverse effects on vegetation during construction would be minimized as follows:</i>
- The Project will comply with Arizona Native Plant Law regulations. A Native Plant Inventory will be conducted to identify, record, and coordinate plant salvage efforts for species that are Protected under the Arizona Native Plant Law. - Operation of all vehicles and equipment will be kept to designated access roads and work areas.
<i>The following prescriptions would prevent the spread of invasive weeds into previously uninfested areas in the designated construction ROW.</i>
- To minimize the potential introduction or spread of exotic invasive species, the Project will take precautions to wash and/or decontaminate equipment before entering and leaving the site. - All equipment brought on to the Project will be inspected and confirmed as free of noxious weeds or other undesirable organic material - Where possible, the Project will revegetate disturbed areas with native drought-tolerant species that represent the natural surrounding landscape.
Wildlife
<i>Construction activities and vehicle operation would be conducted to minimize potential impacts or disturbance of wildlife.</i>
- Speed limits along the ROW and access roads would be limited to 15 mph. In addition, construction and maintenance employees would exercise caution when traveling to and from the proposed ROW site on designated routes to reduce the potential for wildlife mortality. - During construction, work areas would be checked for animals before daily work is initiated to minimize harm. - If trenching or digging of large holes occurs, the Project will minimize the number of open holes/trenches at any given time. Where trenches/holes cannot be backfilled immediately, escape ramps will be constructed in each hole and at least every 300 feet in trenches. Trenches or holes that have been left open will be inspected for animals and animals removed prior to backfilling.
<i>Design would minimize electrocution and collision potential for birds:</i>
The Project will be designed and maintained per the Avian Power Line Interaction Committee's (APLIC) current recommended standards.
<i>Design would minimize nighttime disturbance of nocturnal animals:</i>
Lighting at the Project will be kept to a minimum to avoid impacts to nocturnal or nocturnally migrating wildlife. This will include minimizing the use of high intensity lighting, steady-burning, or bright lights such as sodium vapor, quartz, halogen, or other bright spotlights. Lights will also be hooded downward and directed to minimize horizontal and skyward illumination. Whenever possible, motion-activated or Infrared illumination lights that do not react to animal movement and switches will be used to keep lights off when not required.

Mitigation Measures
<i>Implement conservation measures to decrease the likelihood of take of special status wildlife species and impacts to critical habitat.</i>
• Travel will be limited to existing roads and surface disturbance to previously disturbed areas.
• If construction will occur during the nesting season, a pre-construction migratory bird nest survey will be conducted by a qualified biologist within 30 days prior to the commencement of construction activities to ensure that any active nests are avoided. If an active nest is discovered, on-site personnel will contact the Applicant for steps to take to ensure the nesting birds are protected.
• If construction activities must occur during active seasons for relevant species of concern, qualified biologists will conduct surveys ahead of clearing activities to identify active nests or burrows and implement protective measures as necessary in coordination with the AZGFD.
• If wildlife species are encountered during Project activities, the individual(s) will be evaluated and moved by a qualified biologist no more than a quarter of a mile outside of the Project boundary within similar habitat in accordance with AZGFD recommendations.
• Where feasible fencing will include a 9-inch gap between the ground surface and bottom of the fence after construction is completed, in order to allow for movement of smaller wildlife species. • Grading and vegetation trimming within the Project will be minimized to the greatest extent feasible, using alternative methods such as drive and crush.
Decommission Plan
• A decommissioning plan will be developed to restore natural conditions, using the pre-construction plant diversity and vegetation composition, as well as that of the surrounding natural landscape, as the criteria for successful restoration. • Upon decommissioning all facility components and fencing will be removed from the site to reduce impacts to local wildlife and habitat. If any fencing will remain following decommissioning, the applicant will coordinate with AZGFD to ensure that the remaining fence will not negatively impact wildlife.