

Joint Development Agreement

Onion River Solar, LLC,
Sheboygan County, Wisconsin, and
Town of Holland, Sheboygan County, Wisconsin

This Joint Development Agreement (referred to herein as the “**Agreement**”) by and among Onion River Solar, LLC (referred to herein as “**Onion River Solar**”), and Sheboygan County, Wisconsin (the “**County**”) and the Town of Holland, Sheboygan County, Wisconsin (the “**Town**”). Both municipalities are individually referred to herein as a “**Local Government**” and collectively referred to as the “**Local Governments**”. Onion River Solar and the Local Governments are individually referred to as a “**Party**” and collectively referred to as the “**Parties**” herein.

RECITALS

Onion River Solar desires to develop, construct and operate an expected 150 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities, including but not limited to photovoltaic cell panels, associated structures, underground power collection lines, operating and maintenance facility, electrical substation, overhead transmission line connections, fences, landscaping and access roads in the Town of Holland, Sheboygan County, Wisconsin (referred to herein as the “**Project**”).

1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of each Party with respect to Onion River Solar's use of County and Town roads, rights-of-way and drainage systems during construction, operation and decommissioning of the Project.
2. The Parties further agree that this Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.
3. The Parties acknowledge that the Project is under the jurisdiction of the Public Service Commission of Wisconsin (“**PSCW**”).
4. All time periods listed below in the Agreement are based on calendar days.
5. Any amendment to this Agreement must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

1. Planning and Construction Phase: The Parties understand and agree, at the time of the signing of this Agreement, that approval of the Project is solely under the jurisdiction of the PSCW and that the Project’s preliminary site plans are subject to approval from the PSCW for substantive site design changes. The Local Governments understand that they cannot require

changes to the Project, absent PSCW's request for such changes, unless there is a change in state law which authorizes counties and local units of government to enforce laws and ordinances which they are prevented from enforcing by law at the time this Agreement is executed. Onion River Solar recognizes the benefits of sharing information with the Local Governments with the goals of minimizing detrimental impacts to existing infrastructure, managing costs, promoting good working relationships, and protecting non-participating property owners.

- a. Planning Phase: Upon request from Local Governments, Onion River Solar shall provide proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes, provided such plans have been prepared for and provided to the PSCW in connection with Onion River's application for a Certificate of Public Convenience and Necessity ("CPCN"). After issuance of a CPCN by the PSCW, Onion River Solar shall provide the Local Governments with hard copies of, or instructions on how to access electronic copies of, any exhibits to its CPCN application that were materially modified after such exhibits were initially submitted to the PSCW.
- b. Pre-Construction Schedule: Onion River Solar will provide the Local Governments relevant site plans, including the erosion control plan, construction timelines, documents listed in Section 1.b.(2) below, and other relevant construction information, at least sixty (60) days prior to the start of construction, to allow the Local Governments an opportunity to review such construction information. Onion River Solar reserves the right to provide amended site plans, construction timelines, and other relevant construction information, which shall be provided to Local Governments within three (3) days of amended plan completion.
 - (1) Members of the Project's construction team will attend a pre-construction meeting with the Local Governments' staff at a mutually agreeable date and time not less than forty-five (45) days prior to the start of construction.
 - (2) Onion River Solar shall provide the Local Governments' staff with access to copies of the Glare, Sound, and Electromagnetic Frequency and Storm Water studies which were previously submitted in conjunction with the PSCW's CPCN review process, as well as any other studies which have been completed and provided to the PSCW that are related to the development of the Project.
 - (3) Onion River Solar shall obtain approval and appropriate permits from the Sheboygan County Transportation Department for all Project site access points to a public road and for all work planned within a right-of-way that is under the County's jurisdiction. Onion River Solar shall obtain approval and appropriate permits from the Town for all Project site access points to a public road and for all work planned within a right-of-way that is under the Town's jurisdiction. Onion River Solar shall repair and/or replace all culverts that have been damaged or removed by Onion River Solar or its contractors during the construction process to their preconstruction condition, unless a culvert is deemed redundant or unnecessary as a result of final engineering. The final

decision authority for a “redundant or unnecessary” determination lies with the applicable Local Government having jurisdiction over the culvert.

(4) Compliance and Complaint Process:

- (a) Onion River Solar shall identify a Project contact to the Local Governments on its behalf, for compliance and complaints, if any.
- (b) During construction, the construction site manager of the engineering, procurement and construction (“**EPC**”) firm selected by Onion River Solar will be designated as the Project contact, under Section 1.b.(4)(a) above. The selected EPC firm shall be contractually obligated to Onion River Solar to abide by the applicable permit requirements.
- (c) After construction completion, Onion River Solar’s lead full-time person of the operations team will be the Project contact for the Local Governments. Local Government concerns shall be raised with the lead full-time person of the operations team for the Project. Citizen complaints shall be submitted to the lead full-time person of the operations team for the Project. Contact information for the Project contact shall be made publicly available. Each quarter the Local Governments will be provided with a summary of any complaints and responses.

2. Onion River Solar’s Use of Roads and Road Repair Obligations:

- a. Onion River Solar shall document pre-construction conditions of anticipated road crossings and anticipated impact on traffic during construction on Sheboygan County Road A South, County Road G, County Road GW, Dekker Road, Dulmes Road, Ebbers Road, Hoitink Road, Risseeuw Road, and Wynveen Road (the “**Public Roads**”). Onion River Solar shall commission a report prepared by a mutually agreed upon subject matter expert to record the pre-construction condition of the portions of the Public Roads anticipated to be used during construction (the “**Construction Route**”) and provide such report to the Local Governments. This report will include video documentation and will be provided forty-five (45) days prior to the start of construction.
- b. Onion River Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points in safe conditions consistent with County and Town standards for such Public Roads throughout the construction period and will not wait until construction completion to address maintenance issues or potentially hazardous conditions. Onion River Solar shall document road infrastructure maintenance on the Public Roads and provide status reports to the Local Governments on an as-needed basis.
- c. In instances where a utility line for the Project must cross a Public Road, Onion River Solar shall use directional boring under the roadway instead of open cuts for trenches

that affect the roadway surface. Limited exceptions may be requested from the appropriate Local Government, which the appropriate Local Government will consider in good faith.

- d. For purposes of this Agreement, the “**Commercial Operation Date**” shall be the date designated by Onion River Solar in its written notice to the Local Governments declaring that commercial operation of the Project has commenced. At the Commercial Operation Date, Onion River Solar shall commission a report prepared by a mutually agreed upon subject matter expert to document the post-construction condition of the Construction Route and compare to previously documented pre-construction conditions. The subject matter expert’s report shall be submitted to the Local Governments no more than ninety (90) days after the Commercial Operation Date. To the extent any damage (excluding normal wear and tear, unrelated to the Project) has occurred as a direct result of the Project’s construction, Onion River Solar shall return those portions of any Public Road affected by the Project to a level comparable to their pre-construction conditions, or alternatively, if approved by the appropriate Local Governments, compensate the Local Governments collectively to repair said roadways to a level comparable to their pre-construction level within forty-five (45) days following receipt of the subject matter expert’s report unless waived by the Local Government with jurisdiction over the road.
- e. The Public Roads identified in this section will be the exclusive County and Town roads authorized to be used by construction vehicles for the Project. If Onion River Solar needs to use County or Town roads not listed herein by construction vehicles, Onion River Solar shall negotiate such use with the applicable Local Governments.
- f. As affected by the maintenance and operational activities of the Project, Onion River Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points, in safe conditions consistent with County and Town standards throughout the Project operational period.
- g. The decommissioning plan filed with the PSCW (the “**Decommissioning Plan**”) shall be provided to the Local Governments. The Decommissioning Plan shall be reviewed and updated, including the net cost estimates for decommissioning, in the twentieth (20th) year of the Project’s operations and every subsequent five (5) years, unless the requirement to complete the update is waived by all Parties to this Agreement. The updated Decommissioning Plan may not be less restrictive with respect to decommissioning requirements than the initial plan.
- h. No less than ninety (90) days prior to the start of decommissioning, Onion River Solar shall commission a report to be prepared by a mutually agreed upon subject matter expert for the purpose of documenting the pre-decommissioning condition of those portions of the Public Roads expected to be used during decommissioning (the “**Decommissioning Route**”). This report will include video documentation and shall

be submitted to the Local Governments at least forty-five (45) days prior to the start of decommissioning.

- i. Onion River Solar shall reasonably maintain the road infrastructure of the Decommissioning Route and Project site access points, in safe conditions consistent with County and Town standards for such roads throughout the decommissioning period and will not wait until decommissioning completion to address maintenance issues or potentially hazardous conditions. Onion River Solar shall document road infrastructure maintenance on the Public Roads and provide status reports to the Local Governments on an as-needed basis, and within ninety (90) days of the Project decommissioning completion.
- j. At the completion of decommissioning, Onion River Solar shall commission a report to be prepared by a mutually agreed upon subject matter expert for the purpose of documenting the post-decommissioning condition of the Decommissioning Route and compare to previously documented pre-decommissioning conditions. The subject matter expert's report shall be submitted to the Local Governments no more than sixty (60) days after the completion of decommissioning. To the extent any damage (excluding normal wear and tear, unrelated to the Project) has occurred as a direct result of the Project decommissioning, Onion River Solar shall return those portions of any Public Road affected by the Project to a level comparable to their pre-decommissioning conditions, or alternatively, if approved by the appropriate Local Governments, compensate the Local Governments collectively to repair said roadways to a level comparable to their pre-decommissioning level within forty-five (45) days following receipt of the subject matter expert's report unless waived by the Local Government with jurisdiction over the road.

3. Onion River Solar's Drainage Repair Obligations:

- a. Onion River Solar shall document the conditions of anticipated drainage crossings.
- b. Onion River Solar shall commission a report to be prepared by a mutually agreed upon subject matter expert for the purpose of documenting pre-construction conditions, and a second report by a mutually agreed upon subject matter expert for the purpose of documenting post-construction conditions and provide such reports to the Local Governments and the Sheboygan County Planning and Conservation Department. These reports will include video documentation. The pre-construction report will be provided no less than thirty (30) days prior to the start of construction and the post-construction report no more than ninety (90) days after the Commercial Operation Date.
- c. Prior to the commencement of construction, Onion River Solar will consult with the Sheboygan County Planning and Conservation Department for review and comment prior to submitting final design plans to Sheboygan County for the items identified above in Section 1.b.

- d. Onion River Solar, relying upon the mutually agreed upon subject matter expert's post-construction report, shall have forty-five (45) days from the receipt of the subject matter expert's report to provide the Local Governments with a plan to (a) remedy damage to public drainage infrastructure, if any, caused by the Project's construction activities that negatively impact drainage systems, and if applicable, (b) compensate the applicable Local Governments to repair such public drainage infrastructure to a level comparable to the pre-construction level. Onion River Solar shall complete all relevant drainage infrastructure repairs within sixty (60) days of the Local Government's approval of the drainage infrastructure repair plan.
- e. Onion River Solar agrees to maintain all drainage systems on the Project site to the extent necessary for proper drainage on the Project site and to prevent drainage onto public property and roads as well as other private property from the Project site, all in accordance with the Project's CPCN. Failures of the Project's drainage system to prevent drainage onto public property and roads as well as other private property from the Project site will be corrected in a timely manner. This includes during construction, throughout the life of the Project's operations, during decommissioning and at the completion of decommissioning.

4. Allocation of Utility Shared Revenues Proceeds Between Local Governments:

- a. Onion River Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee¹. The Utility Shared Revenue program is the program by which the Wisconsin Department of Revenue ("**DOR**") distributes some of the revenues collected under the generator licensee fee to counties and municipalities.
- b. Based on the Wisconsin Utility Shared Revenue program, the Parties estimate the Project will generate an estimated \$600,000 annually over its useful life in general, unrestricted aid that may be used for any activity approved by the local governing body². Under current statutes and DOR regulations and guidelines, such amounts will be distributed by the State of Wisconsin as follows:

(1) (\$1,667 per MWac for the Town of Holland (estimated \$250,000 annually); and

(2) \$2,333 per MWac for Sheboygan County (estimated \$350,000 annually).

¹ The Project will be subject to the generator license fee under Wisconsin Statutes §§ 76.28 and 76.29.

² From the Wisconsin Legislative Fiscal Bureau's, Informational Paper 18, Shared Revenue Program (County and Municipal Aid and Utility Aid, dated January 2019), page 1: *"The state provides general, unrestricted aid to counties and municipalities through several programs. Unlike categorical aid, which must be used for a specific purpose, unrestricted state aid can be used for any activity approved by the local governing body. Typically, the aid is commingled with the local government's other revenues and is not directly tied to any specific function. As such, it supplants other types of revenues that would otherwise be raised to fund the local government's functions."*

- c. The anticipated Utility Shared Revenue Payment amounts compare favorably to the current property tax revenues generated from the land that will be used for the Project.
- d. Separate from the increase in County and Town revenues as set forth above, the Parties acknowledge there is projected to be a reduction in property tax revenue in the amount of approximately \$3,025, using 2019 tax roll information. This reduction in property tax revenue was calculated by determining the total property tax revenue on the land within the Primary Project Area and then subtracting property tax revenue from property and improvements that will not be used by the Project. The Primary Project Area is that area as depicted in the CPCN Application (“**Primary Project Area**”). The land within the Primary Project Area that will be used by the Project is removed from local property taxes because Onion River Solar is subject to taxation under Chapter 76 of Wisconsin Statutes.
 - (1) For some agricultural parcels, the Project will use all land. These parcels are not expected to generate property tax revenue for the life of the Project.
 - (2) For other parcels, the Project will use only some of the land, avoiding for instance wooded areas, flood plains, and improvements, such as barns or houses. Those portions of the parcels within the Primary Project Area that will not be used by the Project are expected to continue to generate property tax revenue based on the value of the land and associated improvements.
 - (3) The estimate of \$3,025 takes into account the relative valuations of land expected to be used by the Project.
 - (a) The total property tax obligation of parcels in the Primary Project Area in 2019 is approximately \$14,250;
 - (b) Tax revenue generated by property in the Primary Project Area that the Project will not utilize, as discussed in 4.d.2 above, is estimated at approximately \$11,225; and
 - (c) Tax revenue generated by property in the Primary Project Area that the project will utilize is estimated at approximately \$3,025.
- e. The Parties further acknowledge that taxing jurisdictions that receive revenue from parcels in the Primary Project Area include Cedar Grove and Oostburg School Districts, and Lakeshore Technical College, and that these entities are not eligible to receive Shared Revenue Utility Aid Payments. The estimated impact on schools of the reduction of \$3,025 discussed in 4.d. above is as follows:
 - (1) An estimated reduction of \$765 for Cedar Grove School District;
 - (2) An estimated reduction of \$615 for Oostburg School District; and

- (3) An estimated reduction of \$150 for Lakeshore Technical College.
- f. Upon completion of the Project, the Local Governments will no longer be able to collect property taxes in the approximate amount of \$3,025 as described in paragraph 4.d. above. Since a portion of this lost tax revenue would have been used to provide revenues to the school districts, Onion River Solar hereby agrees to pay such portions of property tax that would otherwise have been distributed to Cedar Grove and Oostburg School Districts, and Lakeshore Technical College, directly to the Cedar Grove and Oostburg School Districts, and Lakeshore Technical College, in the amounts of \$765/year, \$615/year and \$150/year respectively, with a 1.5% per year escalator, during the operational life of the Project.
- g. If, during operation of the Project, a change in law or a change in policy or practice results in the elimination or reduction of the Utility Shared Revenue program, which results in payments to the Local Governments in an amount less than what was previously being received through the Utility Shared Revenue program, then the following provisions shall apply:
- (1) Keep-Whole Provision: If the sum of Shared Revenue payments to the Town and the Town's share of the portion of the property tax revenue collected from the property in the Project ever falls below \$750³ escalated annually at 1.5% [$(\$750) \times (1.015)^{\text{(number of years elapsed since 2020)}}$], the Project will pay the Town that difference on an annual basis. If the sum of Shared Revenue payments to the County and the County's share of the portion of property tax revenue collected from the property in the Project ever falls below \$1,500⁴ escalated annually at 1.5% [$(\$1,500) \times (1.015)^{\text{(number of years elapsed since 2020)}}$], the Project will pay the County that difference on an annual basis.
 - (2) Provision to ensure tax policy change does not result in the Project benefitting at the Local Governments' expense: If, in addition to the change in Utility Shared Revenue described in Section 4.g. above, the generator license fee attributable to Onion River Solar is eliminated or reduced (under Wis. Stat. § 76.28 and §76.29), then in each successive year, Onion River Solar will compensate the Local Governments for the difference between the current and previous payments received by the Local Governments, reduced by the amount of property tax generated by land (formerly removed from property tax rolls because of the Project) that is returned to the tax rolls, up to the amount of the change in the generator license fee attributable to Onion River Solar of the year prior to the change in law (under Wis. Stat. § 76.28 and §76.29) or change in

³ The estimate of the Town's share of 2019 property tax revenue collected from the property in the Project is less than \$575; \$750 was chosen to be a conservatively large number that would be in excess of the 2020 tax data.

⁴ The estimate of the County's share of 2019 property tax revenue collected from the property in the Project is less than \$1,200; \$1,500 was chosen to be a conservatively large number that would be in excess of the 2020 tax data.

- (3) All Performance Assurance shall remain in place through the Project's operations. All Performance Assurance (to the extent not previously drawn by the Local Governments in accordance with Section 6.c below), shall be returned promptly to Onion River Solar if the Project's operations do not commence or when the Project ceases operations.

b. Assurances in Support of Decommissioning:

- (1) Onion River Solar shall, at its discretion, deposit One Million Dollars (\$1,000,000) in cash, post a surety bond in said amount, or provide a letter of credit in said amount (the "**Decommissioning Assurance**") with or to the Town within (30) days after the start of the Project's construction, minus any amount of security posted by or on behalf of Onion River Solar with or to any governmental authority or third party as legally required (whether by contract or pursuant to Applicable Law) that secures the obligation to decommission the Project ("**Other Decom Security**"); provided that Onion River Solar must provide reasonable evidence to the Local Governments that the Other Decom Security has been provided and secures the obligation to decommission the Project.
- (2) If it is determined in the course of updating the Decommissioning Plan in accordance with Section 2.g above that the cost of decommissioning is more than \$1,000,000, Onion River Solar shall increase the amount of the Decommissioning Assurance to the amount of the expected cost of decommissioning, minus estimated salvage costs for the Project and the amount of any Other Decom Security. If it is determined in the course of updating the Decommissioning Plan in accordance with Section 2.g above that the cost of decommissioning is less than \$1,000,000, Onion River Solar shall have the discretion to decrease the amount of the Decommissioning Assurance to an amount not less than the expected cost of decommissioning, minus estimated salvage costs for the Project and the amount of any Other Decom Security.
- (3) The Decommissioning Assurance shall provide financial security for the implementation of the Decommissioning Plan, and the Decommissioning Assurance (to the extent not previously drawn by the Local Governments in accordance with Section 6c below) shall be promptly returned to Onion River Solar upon completion of the Decommissioning Plan.
- (4) Notwithstanding anything herein to the contrary, the obligation of Onion River Solar to post Decommissioning Assurance shall cease to apply during any period that a regulated public utility which has publicly-traded shares and an issuer credit ratings of Baa2 or better from Moody's and BBB or better from S&P, and corporate headquarters in Wisconsin, or any wholly-owned subsidiary thereof which has corporate headquarters in Wisconsin, owns the

Project or Onion River Solar (“**Utility Ownership Period**”). Any Decommissioning Assurance shall be returned to Onion River Solar promptly after the commencement of any qualifying Utility Ownership Period, provided that the obligations related to Decommissioning Assurance shall be reinstated and apply fully upon the expiration of any qualifying Utility Ownership Period.

c. Local Governments’ Rights to Assurances: Upon the occurrence of any material breach by Onion River Solar of any material obligation hereunder, the Local Governments may provide written notice of such material breach to Onion River Solar (“**Notice of Default**”). If Onion River has not commenced the cure of such material breach on or before the date that is 90 days after its receipt of the Notice of Default or completed the cure of such material breach within the period of time reasonably necessary for completion, then the Local Governments may recover all costs and expenses incurred by reason of Onion River Solar’s failure to cure, including any legal expenses, by doing any one or more of the following:

- (1) Exercise any of its rights and remedies with respect to the Performance Assurance or Decommissioning Assurance, including any such rights and remedies under Applicable Law then in effect;
- (2) Draw on any outstanding letter of credit issued for its benefit, recover from any surety bond, and retain any cash held by it as Performance Assurance or Decommissioning Assurance; and/or
- (3) Liquidate all Performance Assurance or Decommissioning Assurance (as applicable) then held by or for the benefit of the Local Governments.

7. Setbacks, Equipment Height, Vegetation, and Fencing:

a. Project Setbacks:

- (1) Navigable Waterways: The Project shall maintain a minimum setback to all aboveground project components including fences, but excluding access roads, from water if deemed “navigable” by the WDNR at a distance required by the PSCW or the appropriate Federal, State and/or County regulatory authority. Onion River Solar agrees to comply with the Sheboygan County Shoreland Zoning Ordinance (Code of Ordinances Chapter 72) regarding the restrictions on removing vegetation along any navigable waterway (except access roads).
- (2) Non-navigable Waterways: Waterways that are not deemed navigable, shall have at least a twenty (20) foot setback from the ordinary high water mark to all aboveground Project components including fences.
- (3) Property Boundaries: The Project shall maintain a twenty (20) foot setback from property lines of non-participating land owners to the nearest aboveground

Project components (excluding fences and access roads), with no minimum setback from property lines of participating landowners.

- (4) Sheboygan County Highways: The Project's fencing shall not be placed within the right-of-way of any road maintained by the Sheboygan County Transportation Department.
- (5) Town of Holland Roads: The Project shall maintain a setback from the nearest edge of the right-of-way of any road maintained by the Town of Holland Public Works Department equal to the height of the nearest aboveground Project component (excluding fences and access roads).
- (6) Design:
 - (a) The Project design shall incorporate a minimum one hundred fifty (150) foot setback to all aboveground Project components (excluding fences and access roads) from the residential structure of any non-participating landowner, and at least a twenty (20) foot setback from the property lines of non-participating landowners.
 - (b) For any non-participating landowner whose property is bounded on two or more sides by property owned by a participating landowner on which the final design will include aboveground components (excluding fences and access roads), the Project's design shall incorporate a minimum two hundred (200) foot setback to all aboveground project components from the residential structure of any non-participating landowner, and at least a fifty (50) foot setback from the non-participating landowner's property lines.

b. Sound Impacts:

- (1) The Project will comply with PSCW standards set forth in Wis. Admin. Code § PSC 128.14 and Local Governments' sound impact standards set forth in the Local Governments' Zoning Ordinance for the zoning district where the Project is located, which together include maximum sound levels attributable to the Project during daylight and evening hours.
- (2) The Project's inverters, substations, motors and other noise emitting equipment shall not exceed the PSCW mandated maximum nighttime sound level of 45 dBA, nor the maximum daytime sound level of 50 dBA, at the walls of the noise-sensitive receptors, hereby identified as the single-family residences within proximity of the Project. To ensure noise level estimates associated with facility design are conservative, a 5 dBA tonal penalty shall be included in the pre-construction or any post-construction sound analysis and, even with the additional 5 dBA tonal penalty, resulting projected noise levels from the Project

must remain below the PSCW limits.

- (3) Construction Hours. Hours of construction will be between 7:00 a.m. and 7:00 p.m., Monday through Saturday, and between 10:00 a.m. and 7:00 p.m. on Sunday.
- c. Equipment Height: The height of the Project's equipment shall be no higher than the fourteen (14) foot maximum panel height (with the exception of the Project substation), which is to be measured at the apex when the tracker is at its maximum tilt in early morning or late evening.
 - d. Glare Reduction: To reduce the potential for glare associated with solar panels facing any road or a residential structure of any non- participating landowner, the rotation of panels on trackers will be limited to no greater than 60 (sixty) degrees from horizontal. In addition, trackers will not position panels to be horizontal at sunrise or at sunset to avoid glare caused by low angles of incidence.
 - e. Vegetation Under-Panels, Inter-Rows and Buffers Between Fences and Panels: Perennial vegetation mix comprised of a perennial grass species that are appropriate for the area will be planted under the panels, between the rows and in the buffers between fences and panels in the manner set forth below. The Project planting density and vegetation shall be as stated in the Vegetation Management Plan for this Project as filed with the PSCW.
 - (1) To control potential invasive and/or noxious weed species that have the potential to impact neighboring properties, Onion River Solar will implement a vegetation management regimen that will consist of mowing and selective practices sufficient to control noxious weeds, including but not limited to the use of approved herbicides.
 - (2) Onion River Solar may explore the use of grazing animals such as sheep for its vegetation management regimen. If grazing animals are used, then Onion River Solar shall adhere to provisions in the Town's Zoning Ordinance related to animal number limits as well as standards regarding animals kept for at least ninety (90) days in any 12-month period (Livestock Siting). Onion River Solar will work with landowners participating in the Farmland Preservation Program with respect to meeting program requirements for pastures and nutrient management planning. Onion River Solar will follow a Natural Resource Conservation Service-Wisconsin prescribed grazing plan. If grazing animals are used, Onion River Solar agrees to notify the Town within five (5) days of the animals arriving on the property, identifying the type(s) of animals, the location of animals, the number of animals, and the length of time the animals will remain on the property.

f. Vegetative Buffer:

- (1) For non-participating landowners whose primary residence abuts the Project Site and have a direct view of solar arrays, and for all direct view areas from public roads, Onion River Solar will fund a vegetative buffer that provides a natural visual transition. This will consist of a prairie-style aesthetic made up of native grasses and flowering plants. This planting shall be made in that area between the property line and the fence line of the Project. These plantings are expected to reach a height of at least three feet. The Project planting density shall be as stated in the final approved Vegetation Management Plan with the PSCW. Onion River Solar expects that any CPCN granted by the PSCW will require the Project to provide a draft final vegetation management plan to the WDNR and PSCW staff prior to a preconstruction meeting with those agencies. Onion River Solar will provide a copy of that plan to the Local Governments within three (3) days of its submission to the agencies. It is the intent of this paragraph to require the establishment of prairie-style aesthetic, not simply an attempt to establish such a buffer. It is further acknowledged that the establishment of such a buffer requires many intervention actions within the first 3 years of such plantings and annual maintenance thereafter.
- (2) Onion River Solar will maintain any areas between fence line and property boundaries that are not being actively farmed by participating landowner with prairie grass (pollinator habitat, comprised of long stem grass and flowering plants).
- (3) Onion River Solar agrees to create and maintain an appropriate vegetative buffer designed to prevent or minimize erosion around waterways at a distance required by the PSCW or, if the waterways are deemed “navigable” by the WDNR, a distance required by the appropriate state or federal regulatory authority.

g. Fencing:

- (1) Onion River Solar shall install deer exclusion fencing around the solar equipment at the height of seven (7) to eight (8)-foot high or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of seven (7) to eight (8)-foot high or a height mandated by the PSCW, the height mandated by the PSCW shall control.
- (2) The deer exclusion fencing specified for the Project will have openings large enough to allow the safe passage of small mammals.

- (3) The Project shall include areas where larger wildlife such as deer will have crossings or passage along waterway corridors, and at other locations as needed. The WDNR Wildlife Biologist shall be contacted to provide guidance.
 - (4) The Project's substation fence may use chain link and barbed wire, as required by electrical code.
 - (5) No fence shall cross a waterway determined to be "navigable" by the WDNR.
 - h. Aesthetics: Onion River Solar, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Onion River Solar shall maintain the Project in a manner that prevents equipment or fencing from remaining in a state of disrepair.
8. Assignment of Interest. Onion River Solar shall have the sole and exclusive right to sell, assign, transfer, or lease any or all portions of the Project or interests in Onion River Solar to any non-party entity at any time and without notice to the Local Governments. In such event, such non-party entity shall, with Onion River Solar or, in the event of total sale, assignment or lease, the new owner of the Project, shall have all the same rights and obligations as Onion River Solar as set forth in this Agreement. Onion River Solar shall also have the sole and exclusive right (without any consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Onion River Solar or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Onion River Solar or any sale of direct or indirect ownership interests in the Onion River Solar (including any tax equity investment or passive investment) shall require prior notice to or the consent of the Local Governments under this Agreement. Onion River Solar or its successors, shall notify the Local Governments within thirty (30) days after any change in ownership or assignment of any of its interests in this Agreement and include updated contact information for Section 17 of this Agreement.
9. Cooperation. Onion River Solar and the Local Governments agree to communicate and cooperate in good faith concerning the development, permitting, and safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project. Without limiting the generality of the foregoing, the Local Governments agree to support and provide reasonable assistance to Onion River Solar in connection with obtaining the Project's CPCN and other applicable permits, including by attending meetings and providing written correspondence in support of the Project. Neither Local Government nor any of its employees (acting in an official capacity) shall take any affirmative action, including lobbying, to directly or indirectly interfere, impede, eliminate, or delay Onion River Solar's efforts to obtain the Project's CPCN and other applicable permits. If, at any time after the Project's Commercial Operation Date, Onion River Solar engages with participating landowners with the intent of extending land use agreements with the Project or intends to bring forth a new permit application to the PSCW related to the Project, then Onion River Solar shall provide the Local Governments with sixty (60) days' prior notice of such

action and the Parties shall work together in good faith to develop and implement appropriate modifications to this Agreement to account for such action.

10. Indemnification. Onion River Solar agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "**Indemnified Parties**") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of Onion River Solar's non-performance of its duties pursuant to this Agreement, except to the extent such physical damage to property or physical injury to persons is caused by the negligence or intentional misconduct of the Local Governments. Furthermore, Onion River Solar agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of Onion River Solar's non-performance of its duties pursuant to this Agreement, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this Agreement for the period set forth in the applicable statute of limitations.
11. Insurance. Onion River Solar shall at all times during construction, operation and decommissioning of the Project maintain Commercial General Liability insurance policy commensurate with industry standards. The Local Governments shall be named as additional insureds on the policy and the certificates of insurance will be provided to the Local Governments upon initial purchase and each renewal, as well as notifications of policy cancellation.
12. Compliance with Laws. Onion River Solar shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities, including the CPCN (collectively, "**Applicable Laws**").
13. Entire Agreement: This Agreement, including all Exhibits and other documents and agreements referenced herein, constitutes the Entire Agreement among the parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate all of the Exhibits hereto and any related approvals of the Local Governments. In the event of a conflict between this Agreement and any related approvals by the Local Governments, on the one hand, and any approval or requirement of the PSCW or other Applicable Law, on the other hand, the Applicable Law shall be deemed controlling. A conflict is that situation where an Applicable Law and a requirement of this Agreement are mutually exclusive – it is impossible to satisfy both. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by all the Parties.
14. Relevant Law. Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.
15. Disputes. Onion River Solar will have sixty (60) days from the time in which a Local Government notifies it of any dispute related to this Agreement to 1) make a determination of

its validity, and if so determined to be valid, 2) provide a plan in which to reasonably remedy such complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the Local Government shall provide written notice of said dispute to Onion River Solar within thirty (30) days after the occurrence of steps 1) or 2) ("**Notice of Dispute**"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the Local Government. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. All Disputes which are not resolved by good faith discussions or mediation shall be resolved in Sheboygan County, Wisconsin by arbitration with a single arbitrator mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition the chief judge of the Sheboygan County Circuit Court for appointment of an arbitrator. Such arbitration shall be in accordance with Wis. Stat. Chapter 788 Arbitration in effect at the time of the Dispute.

16. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

17. Notices. Notices, requests, demands, and other communications shall be sent to the following addresses:

If to Onion River Solar:

Onion River Solar, LLC
20 Jay Street #900
Brooklyn, NY 11201

If to Sheboygan County:

County Administrator
508 New York Ave, Rm 311
Sheboygan, WI 53081

If to Town of Holland:

Town Clerk-Treasurer
W3005 County Road G
Cedar Grove, WI 53013

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (for example Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

Notices also may be sent via email transmission to the email addresses provided below, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

FOR ONION RIVER SOLAR, LLC:
NAME OR TITLE: Danielle Changala
EMAIL: general.counsel@rangerpower.com

FOR SHEBOYGAN COUNTY:
NAME OR TITLE: Adam Payne
EMAIL: adam.payne@sheboygancounty.com

With a copy to:
Crystal Fieber
crystal.fieber@hopplaw.com

FOR TOWN OF HOLLAND:
NAME OR TITLE: Town Clerk-Treasurer
EMAIL: clerk-treasurer@townofholland.com

EXECUTION PAGE ONLY

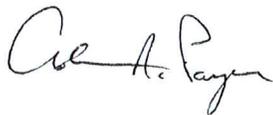
IN WITNESS WHEREOF, the Parties to this Agreement have caused this instrument to be signed and sealed by their respective duly authorized representative, this 9 day of November, 2020.

ONION RIVER SOLAR, LLC

By: Paul Harris
Paul Harris, Vice President

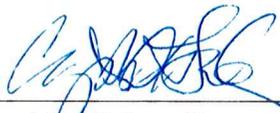
EXECUTION PAGE ONLY

SHEBOYGAN COUNTY:



By: _____
Adam N. Payne, County Administrator

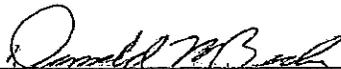
Approved as to form this 5th day of November, 2020



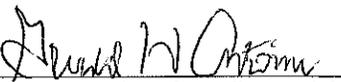
By: _____
Crystal H. Fieber, Corporation Counsel
State Bar No. 1061351

EXECUTION PAGE ONLY

TOWN OF HOLLAND:

By: 
Donald W. Becker, Town Chairman

Approved as to form this 9th day of November, 2020.

By: 
Gerald H. Antoine, Counsel for the Town of Holland
State Bar No. 1018233