Public Service Commission of Wisconsin
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Ex.-Badger State Solar-Hamilton-1

This Joint Development Agreement ("Agreement") by and among Badger State Solar LLC (Badger State), an affiliate of Ranger Power, LLC, and Jefferson County, Jefferson Township, and Oakland Township, both of which are located within Jefferson County, Wisconsin (all three municipalities are individually referred to herein as "a Local Government" and collectively referred to as the "Local Governments"). Badger State and the Local Governments are referred to as "The Parties" herein.

RECITALS

Badger State desires to develop, construct and operate an up to 149 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities, such as underground power collection lines, access roads, operating and maintenance facility, electrical substation and overhead transmission line connections in Jefferson County which include Jefferson Township and Oakland Township ("the Project").

1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of the Parties with respect to the Project's use of County and Town roads, rights-of-way and drainage systems during construction and operation of the Project.

2. The Parties further agree that the below Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.

3. The Parties agree 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. The term "facility" or "facilities" as used in this Agreement includes, but is not limited to, the solar photovoltaic electrical generating facility which is the subject of this Agreement, including all necessary associated facilities described above, and all components related to the Project, except for fences, landscaping, and access roads as applicable.

6. Any amendment to this Agreement, including but not limited to, changes to operations or facilities, 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 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 Parties further agree that a Local Government may not require changes to the Project, absent PSCW's request for such changes, unless there is a change in law which authorizes counties and local units of government to enforce laws and ordinances which they are prevented from enforcing by state law at the time this Agreement is executed.

   a. Planning Phase: Upon request from a Local Government, Badger State shall, within three (3) days of any request, 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 the PSCW. The Project also shall provide, upon request, any updated exhibits, after issuance of a Certificate of Public Convenience and Necessity ("CPCN") by the PSCW.

   b. Pre-Construction Schedule: Badger State will provide the Local Governments relevant site plans, including the erosion control plan, construction timelines, and other relevant construction information, at least seventy-five (75) days prior to the start of construction, to allow the Local Governments an opportunity to review and comment on construction information. To the extent necessary, Badger State reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction 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 Jefferson County staff at a mutually agreeable date not less than forty-five (45) days prior to the start of construction. The Parties will ensure that representatives from Jefferson Township and Oakland Township will be invited to this pre-construction meeting.

      2. Notwithstanding Badger State's obligations in Sections 2 and 3 below, Badger State shall commission a report by a subject matter expert which will document the condition of existing infrastructure (e.g. roads and culverts) and provide such report to the Local Governments, not less than forty-five (45) days prior to the start of construction activities.

      3. Badger State shall provide Jefferson County staff with 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 related to the development of the Project.

4. Badger State shall obtain approval from the Jefferson County Highway Department or appropriate local jurisdiction for all field access points to a public road under the County's jurisdiction. Badger State shall repair and/or replace all culverts that have been damaged or removed during the construction process to their preconstruction condition, unless a culvert is deemed redundant or unnecessary as a result of final engineering.

5. Compliance and Complaint Process:

   a. Badger State 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 Badger State will be designated as the Project contact, under Section 5(a) above. The selected EPC firm shall be contractually obligated to Badger State to abide by the applicable permit requirements.

   c. After construction completion, Badger State's full-time operations team will be its Project contact. Complaints shall be submitted through the project website and the Local Governments will be provided with operation team's contact information.

2. **Project's Use of Roads and Road Repair Obligations:** Badger State shall document pre-construction conditions of anticipated road crossings and anticipated impact on traffic during construction on County Road G, County Road J, Perry Road and Highway 18. Badger State shall commission (1) a report prepared by a subject matter expert to record pre-construction conditions and (2) a report prepared by a subject matter expert to record anticipated post-construction conditions and provide such reports to the Local Governments. These reports will include video documentation and will be provided forty-five (45) days prior to the start of construction.

   a. Badger State shall reasonably maintain the traveled surface and infrastructure on County Road G, County Road J, Perry Road and Highway 18, in safe conditions consistent with state and county standards for such roads throughout the construction period and will not wait until construction completion to address maintenance issues or potentially hazardous conditions. Badger State shall document road infrastructure maintenance on County Road G, County Road J, Perry Road and Highway 18 and provide status reports to Jefferson County on an

as-needed basis, and within ninety (90) days of the Project reaching its Commercial Operation Date. For purposes of this Agreement, the Commercial Operation Date shall be the date designated by Badger State in its written notice to the County (the "Commercial Operation Date Notice").

b. At the completion of construction, and to the extent any damage has occurred as a direct result of the Project, Badger State shall return those portions of County Road G, County Road J, Perry Road and Highway 18 used to transport equipment and personnel to a level comparable to their pre-construction conditions, or alternatively compensate the Local Governments collectively to repair County Road G, County Road J, Perry Road and Highway 18 to the levels comparable to their pre-construction levels within thirty (30) days following completion of Project unless waived by the local government with jurisdiction over the road.

c. The roads stated in this section will either be the exclusive County and Town/Local roads authorized to be used by construction vehicles for this Project or roads maintained by the County or Local Governments on behalf of the State or other unit of government. If Badger State needs to use County/Town/Local roads not listed herein by construction vehicles, Badger State shall negotiate such use with all affected parties/governments.

3. **Project's Drainage Repair Obligations:**

a. Badger State shall document the conditions of anticipated drainage crossings.

b. Badger State shall commission a report prepared by a subject matter expert to record pre-construction conditions and a report to record post construction conditions and provide such reports to the Local Governments and the Jefferson County Drainage District. These reports will include video documentation. The pre-construction report will be provided thirty (30) days prior to construction and the post-construction report ninety (90) days from the completion of construction.

c. Prior to the commencement of construction, Badger State will consult with the Jefferson County Drainage District and the Jefferson County Land and Water Conservation Department for review and comment prior to submitting final design plans to Jefferson County for the items identified above in Section 1, Item B.

d. Badger State shall have ninety (90) days from the completion of construction to provide Jefferson County with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the project footprint, caused by 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.

e. If existing drainage ditches are determined to be "navigable" by the Wisconsin Department of Natural Resources, Badger State shall ensure its design plans are in compliance with PSCW's requirements or the appropriate regulatory authority regarding setbacks from the ordinary high water mark to all above ground facilities (not including fences and access roads). For drainage ditches that are not deemed "navigable", as further set forth in Section 6(a), there shall be at least a twenty (20) foot setback to above ground facilities. The setback for all drainage ditches to fences shall be twenty (20) feet unless a different setback is required by the Jefferson County Drainage Board or applicable state statutes. Badger State agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within seventy-five (75) feet of the ordinary high water mark along any "navigable" drainage ditch or waterway, except for access roads.

f. Badger State agrees to maintain any existing drainage system on all property with facilities to the extent necessary for proper drainage of the property and to protect and prevent drainage on public property and roads as well as other private property.

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

a. Badger State is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee[1]. 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 up to $596,000 annually over its useful life in general, unrestricted aid[2] that may be used for any activity approved by the local governing body. The Local Governments hereby agree among themselves that such amounts may be distributed by the State of Wisconsin as follows:

1. Up to $248,333 annually for Jefferson Township and up to $248,333 annually for Oakland Township ($1,667 per MWac installed in each Township) and

[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."*

2. Up to $347,667 annually for Jefferson County.

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. Despite the increase in County and Township tax revenues as set forth above, the Parties acknowledge there may be an annual reduction in property tax revenue in the amount of approximately $5,000 because the land located in the Primary Project Area, as depicted in the CPCN Application ("Primary Project Area") will be removed from local property tax rolls because Badger State is subject to taxation under Chapter 76 of Wisconsin Statutes.

1. The total property tax obligation for 100 percent of the parcels in the Primary Project Area in 2018 is approx. $18,000[3]. The assessments for these properties include cultivated land and improvements, such as houses and other structures which will not become part of the Project and are anticipated by the Parties to remain on local property tax rolls. The $18,000 is broken down as follows:

a. Property tax on improvements is estimated at approx. $13,000.

b. Property tax on unimproved real property is estimated at approx. $5,000.

e. Parties acknowledge that Jefferson County School District and MATC currently receive property tax revenue in the approximate amounts of $2,700/year and $270/year respectively from land located in the Primary Project Area through property tax payments, but they do not directly receive such Utility Shared Revenue Payments.

f. In the future event that Jefferson County is no longer able to collect property taxes in the approximate amount of $5,000, Badger State hereby agrees to pay such portions of property tax that would have otherwise been distributed to Jefferson School District and MATC directly to the Jefferson County School District and MATC, in the amounts of $2,700/year and $270/year respectively, with a 1.5% per year escalator, during the useful life of the Project.

g. If a change in law results in the elimination or reduction of the Utility Shared Revenue program, the elimination or reduction of the generator license fee (under Wis. Stat. § 76.28 and §76.29), and the land used by the Project is not returned to the applicable taxing jurisdiction's property tax rolls, which result in tax payments

[3] Subject to confirmation by Jefferson County

to the County in an amount less than what was previously being received through the Utility Shared Revenue program, then Badger State will compensate County and Local Units of Government for the difference between the lost property tax revenue and the previous payments received by County and Local Units of Government, up to the amount of the Project's prior year's generator license fee (under Wis. Stat. § 76.28 and §76.29).

h. Neither Badger State nor its direct or indirect owners or affiliates shall take any affirmative action, including lobbying, to directly or indirectly interfere, impede, eliminate, or reduce the Utility Shared Revenue program currently in effect or the amounts paid to County or local units of government under such program.

5. **Assurances:**

a. Assurances in Support of this Agreement During the Project's Operations:

1. Badger State shall, deposit one of the following assurances at its discretion: (a) Fifty Thousand Dollars ($50,000); (b) post a Bond in said amount; or (c) provide a Letter of Credit in said amount with or to Jefferson County, a quasi-municipal corporation, or to the Townships in support of the terms and conditions of the Project set forth in this Agreement within thirty (30) days of execution of this Agreement. Said assurance shall remain in place through the Project's operations but if the Project's operations do not commence, said assurance shall be released; and

2. Badger State shall, deposit one of the following assurances, at its discretion: (a) an additional One Hundred Thousand Dollars ($100,000); (b) post a Bond in said amount; or (c) provide a Letter of Credit in said amount with or to Jefferson County, a quasi-municipal corporation, or to Townships in support of the terms and conditions of the Project set forth in this Agreement within thirty (30) days following the start of the Project's operations. Said assurance shall remain in place through the Project's operations.

b. Assurances in Support of Decommissioning:

1. Badger State shall, at its discretion, deposit One Million Dollars ($1,000,000), post a Bond in said amount, or provide a Letter of Credit ("The Decommissioning Assurance") in said amount with or to Jefferson County, a quasi-municipal corporation, on behalf of Jefferson County and the Townships where the facility is located, or proposed to be located, prior to the start of the Project's construction, but only if no such equal assurance is posted with the PSCW or pursuant to the CPCN;

2. If it is determined through the decommissioning plan that the cost of decommissioning shall exceed the above $1,000,000 Decommissioning Assurance, Badger State shall increase the amount of the Decommissioning Assurance to the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.

3. If it is determined through the decommissioning plan that the cost of decommissioning shall not exceed the above $1,000,000 Decommissioning Assurance, Badger State shall have the discretion to decrease the amount of the Decommissioning Assurance to an amount to be not less than the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.

6. **Setbacks, Equipment Height, Vegetation, and Fencing:**

a. Project Setbacks:

1. Design: The Project design shall incorporate a minimum one hundred fifty (150) foot setback to all above ground project components from non-participating residences, and at least a twenty (20) foot setback from property lines of non-participating residences (excluding fences and access roads).

2. Watercourses: The Project shall maintain a minimum setback to all above ground project components (excluding fences and access roads) from water if deemed "navigable" by the Wisconsin Department of Natural Resources at a distance required by the PSCW or the appropriate State regulatory authority. If not deemed "navigable", a minimum twenty (20) foot setback will be maintained to all above ground project components.

3. Public Drainage Ditches: If drainage ditches are determined to be "navigable" by the Wisconsin Department of Natural Resources, Badger State shall ensure its design plans will contain a minimum setback from the ordinary high water mark to all above ground facilities (excluding fences and access roads) at a distance required by the PSCW or the appropriate State regulatory authority. Drainage ditches that are not deemed "navigable" shall have at least a twenty (20) foot setback from the ordinary high water mark to all above ground facilities. The setback from all drainage ditches to fences shall be twenty (20) feet. Badger State agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within seventy-five (75) feet of the

ordinary high water mark along any “navigable” drainage ditch or waterway (except access roads).

4. Property Boundaries: The Project shall maintain a twenty (20) foot setback from property lines of non-participating land owners to all above ground project components (excluding fences and access roads), with no minimum setback from property lines of participating landowners.

5. State Trunk Highway 89: The Project shall maintain a seventy (70) foot setback from the end of the Right of Way or one hundred forty (140) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

6. U.S. Highway 18: The Project shall maintain a seventy (70) foot setback from the end of the Right-of-Way or one hundred forty (140) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

7. Jefferson County Highway G: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

8. Jefferson County Highway J: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

9. Jefferson County Highway Q: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

10. Perry Road: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components(excluding fences and access roads), whichever is greater.

11. Special Considerations: For non-participating landowners whose property is bounded on two or more sides by property owned by a participating landowner on which the final design will include above ground components (excluding fences and access roads), the Project’s design shall incorporate a minimum two hundred (200) foot setback to all above ground project components from the non-participating landowner’s

residence, and at least a fifty (50) foot setback from the non-participating landowner's property line (excluding fences and access roads), for those parcels containing the residence and for those shared boundaries within four hundred (400) feet of the residence.

b. Sound Impacts:

1. The Project will comply with PSCW standards set forth in Wis. Admin. Code § PSC 128.14 and Jefferson County sound impact standards set forth in the Jefferson County Zoning Ordinance for the zoning district where the Project is located, which together include maximum sound levels attributable to the facility during daylight and evening hours.

2. The Project's inverters and substation, which constitute noise emitting equipment from the solar facility, 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. Additionally, the Project will meet the daytime sound standard thresholds at the Project's boundaries, as set forth in Jefferson County's Ordinances, currently in effect.

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 twelve (12) 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. Under-Panel and Inter-Row Vegetation: Perennial vegetation mix comprised of a native grass species will be planted under the panels and between rows in the manner set forth below. Project planting density and vegetation shall be as stated in the Vegetation Management Plan, PSC #374938.

1. In order to control potential invasive and/or noxious weed species which have the potential to impact neighboring properties, Badger State will implement an annual vegetation management regimen which will consist of mowing as necessary and selective practices to control noxious weeds, including but not limited to the use of approved herbicides.

2. Badger State will explore the use of grazing animals such as sheep for its annual vegetation management regimen. If grazing animals are planned, then Badger State shall adhere to provisions in the Jefferson County

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). Badger State will work with landowners participating in the Farmland Preservation Program to ensure they have what they need to meet program requirements for pastures and nutrient management planning. Badger State will follow a Natural Resource Conservation Service-Wisconsin prescribed grazing plan. If grazing animals are used, Badger State agrees to notify the Planning and Zoning Department within five (5) days of the animals arriving on the property to provide the Department with the type of animals and location of animals, the number of animals and the length of time the animals will remain on the property.

e. The Vegetative Buffer:

1. For adjacent, non-participating landowners whose primary residence has a direct view of solar arrays, Badger State 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, at the least, encompass that area between the property line and the fence line of the Project. These plantings will reach a height of three to five feet. Additional visual transition vegetative plantings beyond the Prairie-style aesthetic may be discussed and agreed upon on a case by case basis with the individual non-participating landowners. Project planting density shall be as stated in the Vegetation Management Plan developed in consultation with the PSCW and/or Wisconsin Department of Natural Resources. Badger State expects that any CPCN granted by the PSCW will require the Project to provide a draft final vegetation management plan to the Wisconsin Department of Natural Resources and PSCW staff prior to a preconstruction meeting with those agencies. Badger State will provide a copy of that plan to Jefferson County within three (3) days of its submission to the agencies.

2. Badger State 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. Badger State agrees to create and maintain an appropriate vegetative buffer designed to prevent or minimize erosion around drainage ditches at a distance required by the PSCW or the appropriate State regulatory authority if waters are deemed “navigable” by the PSCW.

f. Fencing:

1. Badger State shall install deer fencing around the solar equipment at the height of seven (7) feet 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) feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.

2. The 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 at locations where wildlife trails are located, along stream and drainage corridors, and at other locations as needed. The Department of Natural Resources Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Jefferson County Land and Water Conservation department before construction of any fencing.

4. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.

5. No fence shall cross a "navigable" waterway.

g. Aesthetics: Badger State shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining land owners.

7. **Assignment of Interest.** Badger State shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-party entity at any time and without notice to the Local Governments. In such event, such non-party entity shall, with Badger State or, in the event of total sale, assignment or lease, the new owner of the Property, shall have the same rights and obligations as Badger State as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Badger State, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Badger State 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 Badger State or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Badger State Solar, LLC, or any sale of direct or indirect ownership interests in the Badger State Solar, LLC (including any tax equity investment or passive investment) shall

constitute an assignment requiring the consent of the Local Governments under this Agreement.

8. **Cooperation.** Badger State and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project.

9. **Indemnification.** Badger State 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 any activities or operations of Badger State, its agents and employees, for the performance or 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, Badger State agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of 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.

10. **Insurance.** Badger State shall at all times during construction and operation of the Project maintain a broad general liability insurance policy commensurate with industry standards. Certificates of insurance will be provided to the Local Governments upon request.

11. **Compliance with Laws.** Badger State 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.

12. **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, any related approvals by the Local Governments, or the PSCW, the PSCW's requirements shall be deemed controlling. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the parties.

13. **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.

14. **Disputes**. Badger State will have sixty (60) days from the time in which the County 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 County shall provide written notice of said dispute to the Project within fifteen (15) 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 County. 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 Jefferson 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 Jefferson 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.

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

If to Badger State:
Badger State Solar, LLC
_____

If to Jefferson County:
County Administrator
_____

If to Township of Jefferson:
Town Board Chair

If to Township of Oakland:
Town Board Chair

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 *(e.g.* 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 may be also 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 BADGER STATE SOLAR, LLC:

NAME:

TITLE:

FOR JEFFERSON COUNTY:

NAME:

TITLE:

FOR TOWNSHIP OF JEFFERSON:

NAME:

TITLE:

FOR TOWNSHIP OF OAKLAND:

NAME:

TITLE:

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representative of Badger State Solar, LLC, this _____ day of _____, 2020.

BADGER STATE SOLAR, LLC:

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
_____ COUNTY)

The above named person _____ , the _____ of Badger State Solar, LLC, personally came to me this ___ day of January, 2020 known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public - State of New York
My Commission: _____

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JEFFERSON COUNTY:

By: _____

Approved as to form this _____ day of _____, 2020.

By: _____
_____, Corporation Counsel
State Bar No. _____

STATE OF WISCONSIN)
JEFFERSON COUNTY)

The above named person _____ , the _____ of Jefferson County, personally came to me this ___ day of January, 2020 known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public - State of Wisconsin
My Commission: _____

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TOWNSHIP OF JEFFERSON:

By: _____

Approved as to form this _____ day of _____, 2020.

By: _____
_____, Counsel for the Township of Jefferson
State Bar No. _____

STATE OF WISCONSIN)
JEFFERSON COUNTY)

The above named person _____ , the _____ of the Township of Jefferson, personally came to me this ___ day of January, 2020 known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public - State of Wisconsin
My Commission: _____

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TOWNSHIP OF OAKLAND:

By: _____

Approved as to form this _____ day of _____, 2020.

By: _____
_____, Counsel for the Township of Oakland
State Bar No. _____

STATE OF WISCONSIN)
JEFFERSON COUNTY)

The above named person _____ , the _____ of the Township of Oakland, personally came to me this ___ day of January, 2020 known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public - State of Wisconsin
My Commission: _____

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