PSC REF#:397697

Public Service Commission of Wisconsin
RECEIVED: 10/02/2020 11:50:25 AM

Docket No. 9801-CE-100 Ex.-
Town of Paris-Holloway-4r

MEMORANDUM OF UNDERSTANDING
BETWEEN PARIS SOLAR ENERGY CENTER LLC
AND
THE TOWN OF PARIS, WISCONSIN

This Memorandum of Understanding (hereinafter referred to as "MOU" or "Agreement") is made and entered into by and between **PARIS SOLAR ENERGY CENTER LLC (Project Owner)**, and **the Town of Paris, WISCONSIN (Town)**. Collectively the Project Owner and the Town are referred to as the Parties.

Recitals

1. Project Owner desires to develop, construct, and operate an up to 250 megawatt (MW) solar photovoltaic electrical generating facility along with all necessary associated facilities (the Facilities), such as underground collection lines, access roads, operating and maintenance facilities (O&M), substations, battery energy storage systems (BESS) and overhead transmission lines in the Town of Paris, Wisconsin (Project).

2. The Parties agree that it is in the best interest of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to the Project's use of Town roads, drainage systems, fencing, property management, and rights-of-way during construction, operation and decommissioning of the project.

3. The Parties agree that the Project is under the jurisdiction of the Public Service Commission of Wisconsin (PSCW). This Agreement is conditioned on Project Owner's initial and maintained compliance with all applicable state and federal and local laws and permit or approval requirements, including any requirements associated with the Certificate of Public Convenience and Necessity ("CPCN") issued by the PSCW and any requirements in permits issued by the Department of Natural Resources ("DNR").

4. The Approval granted under this Agreement shall be concurrent with the Project's CPCN, subject to the rights and remedies of the Town expressly provided in this Agreement.

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. **PSCW Approval.** The Parties understand and recognize that the Project is under the jurisdiction of the PSCW and that the Project must seek approval from the PSCW for substantive site design changes. At any time during the construction or operation of the Project, if Project Owner proposes modifications to the Project that requires an extension of the Project beyond the current private lease and easement terms, a material alteration of the Exhibits included in this Agreement, or expansion of the project beyond what is approved in the CPCN Order, Project Owner shall meet with the Town and negotiate in good faith any applicable changes to this Agreement that are requested by the Town due to such material modifications. To the extent

practicable, based on the information available at the time, such changes will be covered at either the Pre or Post Construction meetings.

2. **Agreement Exhibits.** The following exhibits (collectively, the "Exhibits") are attached to this MOU:

    a. Proposed Site Plan: Exhibit A is the proposed plan for above-ground facilities of the Project.
    b. Proposed Haul Route: Exhibit B is a map depicting proposed Project equipment Haul Routes.
    c. Construction Schedule: Exhibit C is the proposed Construction Schedule.
    d. Vegetation Management Plan: Exhibit D is the Vegetation Management Plan.
    e. Drain Tile Management Plan: Exhibit E is the Drain Tile Management Plan.
    f. Decommissioning Plan: Exhibit F is the Decommissioning Plan.

    All Exhibits to the Agreement are incorporated herein and made part of the Agreement, with the force and effect as though fully set forth herein. The Parties acknowledge that the Exhibits are part of the concurrent jurisdiction of the PSCW and are subject to change. Any modified Exhibits will be discussed at the pre and post-construction meetings.

3. **Coordination/Planning.** At least 60 days prior to the start of Project construction, Project Owner shall meet (the "pre-construction meeting") with Town officials responsible for roads and drainage and local emergency responders to present final plans for use of public roads, location of equipment laydown yards, finalize construction scheduling and discuss safety practices and coordinate local emergency response capabilities, as well as vegetation management, drain tile avoidance and drainage issue mitigation, compaction mitigation, stormwater management and erosion control planning, engineering layouts, and general Project specifics. Project Owner shall advise attendees of planned equipment and material delivery types and schedules. The Parties shall identify safety concerns and structural issues of any road or structure and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.

    Project Owner and the Town 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. Project Owner shall consult with the Town within one week of starting construction and shall also utilize all commercially reasonable efforts during construction so as to minimize resulting soil compaction.

    At least 60 days following completion of construction, Project Owner shall meet (the "post-construction meeting") with Town officials to discuss post-construction items including but not limited to necessary drain tile repairs and post-construction stormwater management.

4. **Fencing.** Other than the fencing directly surrounding the project substation, O&M and BESS the Project's perimeter fencing shall consist of "deer fencing" (wire mesh), which can be described in greater detail as a six to ten foot tall woven wire partition with wooden posts. Where commercially reasonable, fences will be set within/inside property lines or rights-of-way edges unless otherwise requested from the landowner.

Installed fencing shall be adequately maintained at all times during the Project's operation. The depths of the fence posts shall be installed per prudent engineering practice based on the height of the fence and the type and slope of the terrain. Impairments to either the woven wire or wooden posts that are aesthetically unpleasing shall be remedied within two weeks of written notification. "Leaning" of the fence shall not be allowed to exceed plus or minus 10 degrees of perpendicular. In the event leaning or tilting of the fence does occur, it will be corrected back to perpendicular within two weeks of receiving written notice on the issue.

For purposes of this Agreement, the term "commercially reasonable" shall mean done in good faith and corresponding to accepted commercial practices in the solar energy industry.

5. **Drain Tile.** Project Owner shall contract with an experienced and qualified regional drain tile contractor to gather information concerning participating landowner drain tile, avoid said tile where commercially reasonable, and mitigate the landowner and non-participating landowners' drainage issues where significant impact is expected as a result of drain tile alteration. The Parties agree to discuss and address identified drain tile concerns at the post-construction meeting to finalize remedies to known drainage issues on either participating or non-participating property. Project Owner shall receive, investigate, and remedy drain tile issues due to the Project that arise subsequent to the post-construction meeting pursuant to the Drain Tile Management Plan attached hereto as Exhibit E.

   If drainage infrastructure or systems are damaged by the Project and the result is reduced drainage performance that adversely affects non-participating landowners, Project Owner shall restore the drainage infrastructure or system to pre-existing condition or better in accordance with the Drain Tile Management Plan attached as Exhibit E. Pre-existing condition shall mean the flow capacity existing immediately prior to the Project commencing construction. If previous flow capacity cannot be determined, Project Owner and landowners agree to negotiate an adequate solution in good faith. Project Owner is responsible for all expenses related to repairs, restoration, relocations, reconfigurations and replacements of drainage infrastructure and systems that are damaged by the Project as provided in Exhibit E. The intent of this Section is to make landowners whole where drainage infrastructure or systems are damaged by the Project. For example, and without limitation due to enumeration, if damage to drainage infrastructure or systems is caused by the Project on a participating property ("Project-related Damage"), and the Project-related Damage causes damages to non-participating property owners upstream of the Project-related Damage, including crop loss and/or blowout damage to the drain tile system on the non-participating owner's property, Project Owner shall reasonably compensate the non-participating owner for crop loss and for repairs to the non-participating property owner's drain tile system.

   Project Owner agrees to cooperate with non-participating landowners as outlined in Exhibit E that desire to repair or replace drainage tile affecting their properties to the extent that such work does not interfere with the Project or its related facilities. Project Owner will not unreasonably withhold approval for access to the Property that lies outside of any fenced array area, to the extent participating property owners also agree to such access.

   For purposes of this agreement, participating landowner or property owner shall mean a property owner who has signed a solar lease and easement agreement, collection easement, or purchase option with Paris Solar for the use of his or her property for solar generation,

construction access, and/or placement of facilities associated with the Project. Non-participating landowner or property owner shall mean a property owner who is not a participating landowner. A solar lease and easement agreement does not include a good neighbor agreement.

6. **Road Use.** The Parties agree that the Project Owner and its successors, assigns, contractors, agents and representatives may use public roads as part of the construction, operation, maintenance and repair of the Project. The Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment, that Project facilities may cross road rights-of-way and/or drainage systems. The Project Owner agrees that it shall seek and obtain all permits typically required of others, such as driveway permits and rights-of-way crossing permits. It is agreed that all road rights-of-way crossing shall be by underground borings perpendicular to the right-of-way, plus or minus 30 degrees. All underground borings shall commence and terminate outside of the right-of-way.

   The Parties further agree that the construction process may cause wear, tear, and damage to the roads identified to be used, including the Haul Roads. The parties agree, in lieu of seeking repair, restoration, or reconstruction of these roads following the completion of the Project's construction, that the Project Owner shall provide the Town compensation in the form of a lump sum payment in an amount to be determined by Project Owner's qualified third party engineer, based on pre-construction and post-construction road condition analysis's following general industry best practices, for the repair or reconstruction of the impacted roads. Pre-construction and post-construction analysis shall include review of the surface and subsurface of the road. If the Town elects to forego the lump sum payment, the parties agree they may also utilize a contractor chosen and managed by Paris Solar to complete necessary road repairs. The extent of such repair will be negotiated at the post-construction meeting and will be based on the road condition analysis of the third party engineer. The Town shall relieve the Project Owner of any other repair or reconstruction obligations or responsibilities upon receipt of such payment. The Town shall determine, at its sole discretion, how to utilize those funds for the repair of the impacted roads after their use for construction traffic for the Project ends. The Parties shall negotiate in good faith a similar road use provision related to decommissioning, expansion or repowering of the Project.

   Throughout the construction of the Project, the Parties shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public. During the ongoing construction of the Project, Project Owner, at its expense, shall repair any significant damage that jeopardizes the safety of the travelling public. In the event a hazardous road condition exists that presents a safety hazard to the public use of the road and is not promptly repaired by Project Owner within one week after receipt of notice of the hazardous condition, the applicable road authority may make emergency road repairs, or order emergency road repairs to be performed by qualified contractors, and Project Owner will promptly reimburse the road authority for reasonable emergency road repairs.

   Project Owner shall be responsible for addressing applicable road use issues with other entities to the extent they have jurisdiction over roads to be used for the Project.

7. **Vegetation Management Plan.** The Parties agree that the Project Owner has hired a regionally qualified consultant to create a ground cover and vegetation management plan for the construction and operation of the project, attached as Exhibit D. Consultation shall occur with the Town during the pre-construction meeting and post-construction meeting. Where commercially reasonable, the Project will utilize native plants and grasses across the project's developed area and incorporate pollinator habitat. During Project operation, the Project Owner will spray, mow, and otherwise maintain all developed acreage inside the fence.

8. **Replacement of Lost Property Tax Revenue**. Properties hosting qualifying utility generating facilities under Chapter 76 and approved by the PSCW are removed from the local property tax roll. The County and Town of Paris will receive Utility Aid payments through the state Shared Revenue program. However, other local taxing bodies, such as school districts and fire departments, are not provided alternative payments to compensate for lost property tax revenue. In the case of the Project, the following public institutions are currently receiving property tax revenue from land planned for inclusion in the Project:

    - Gateway Technical College
    - Paris Grade School
    - Westosha Central High School
    - Union Grove High School
    - Union Grove Elementary School

    Project Owner will establish a program (the "Lost Revenue Program") to reimburse the listed taxing bodies for lost revenue following completion of the Project, when the specific, qualified utility properties are identified. The Lost Revenue Program will calculate the amount of lost revenue based on local tax rates for the land at the time the Project is placed in service. Payment amount for each taxing authority will be increased annually by Two Percent (2%). Project Owner will execute the Lost Revenue Program only to the extent the amount promised is recoverable by the Project Owner through approval by the PSCW of rates under Wis. Stat. 196.20. The Project Owner's obligation to make such payments shall be suspended if the State adopts or implements a new mechanism to replace the Utility Aid Shared Revenue payments, to the extent that the new payment system provides payments equal or greater than the payments provided herein. In such case of suspension of payments, the Project Owner's payment obligations as set forth herein will only be reinstated if such new payment system is eliminated by the Legislature.

9. **Revenue Hold Harmless.** The Parties agree that the Utility Aid Shared Revenue payments payable to the Town under current state law may be revised or revoked by future Legislatures. In the event that the Utility Aid Shared Revenue payments payable to the Town are eliminated by the Legislature, the Project Owner will reimburse the Town at the rate of $1,666.66 per installed megawatt but only to the extent the amount promised is recoverable by the Project Owner through approval by the PSCW of rates under Wis. Stat. 196.20. The Project Owner's obligation to make such payments shall be suspended if the State adopts or implements a new mechanism to replace the Utility Aid Shared Revenue payments, to the extent that the new payment system provides payments equal or greater than the payments produced under the Utility Aid Shared Revenue formula. In such case of suspension of payments, the Project

Owner's payment obligations as set forth herein will only be reinstated if such new payment system is eliminated by the Legislature.

10. **Public Safety and Emergency Medical Services.** Project Owner will require that all contractors on the site during construction meet all state, federal, and industry best practice standards for employee and public safety. Project Owner intends to request meetings with site area Emergency Response agencies to provide project and facility familiarization and establish communication channels. Should any aspect of the Project construction or operations present unfamiliar equipment or situations for responders, Project Owner will arrange for adequate professional training to deal with those concerns.

11. **Indemnification.** Project Owner agrees to defend, indemnify, and hold harmless the Town and its 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 Town and for physical injury to any person, to the extent the same is a result of any activities or operations of Project Owner, its agents and employees, for the performance or non-performance of its duties pursuant to this Agreement except to the extent caused by the negligence or intentional misconduct of the Town. Furthermore, Project Owner 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 Town. This indemnification obligation shall survive the termination of this Agreement.

12. **Insurance.** Project Owner shall maintain or cause to be maintained at all times during construction and operation of the Project insurance or self-insurance as follows:

    a. General Liability - $1M Per Occurrence / $2M Aggregate (Primary and Noncontributory, Waiver of Subrogation, listing the County as additional insured);
    b. Auto - $1M;
    c. Workers Comp - $100/$500/$100K EL limits (need to provide a waiver of subrogation);
    d. Umbrella Liability - $10,000,000 Occurrence/Aggregate;
        i. The Limits in (a-c) can be achieved through the combination of the underlying and the umbrella limits;
    e. Pollution Liability - $5M Occurrence/Aggregate.

    Certificates of insurance or evidence of self-insurance will be provided to the Town upon written request.

13. **Compliance with Laws.** Project Owner shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to Project Owner's activities associated with the Project and shall obtain all permits, licenses, and orders required to conduct any and all such activities.

14. **Stormwater Management and Erosion Control.** Project Owner shall ensure compliance with Chapter 17, Municipal Code of Kenosha County, on stormwater management and shall ensure that a plan for compliance with said chapter is presented at the pre-construction meeting.

Project Owner will comply with stormwater and erosion control requirements imposed by the PSCW and/or the Wisconsin Department of Natural Resources (WDNR) to reduce stormwater runoff.

Project Owner acknowledges that the Town is undertaking ditch repair and restoration work in front of the Project parcel located in the 500 block of 172nd Avenue (the "Town Ditch") and that the Town Ditch will not be able to accommodate or transmit additional stormwater runoff. Paris Solar agrees that it shall not incorporate reliance on the Town Ditch into its stormwater management plan beyond existing flow or discharge patterns, or otherwise discharge additional stormwater into the Town Ditch, without first obtaining approval from the Town, which approval shall not be unreasonably withheld.

15. **Visual Considerations.** The Project shall not be used for any type of advertising. The Project may erect and maintain a single project identification sign. The Project shall be minimally lighted so as not to disturb neighboring properties. Necessary lighting to provide safety and security of facilities shall meet the lighting requirements of Chapter 12.18.8-1, Municipal Code of Kenosha County. Project Owner will provide the Town with a description of permanent Project lighting plans when available. Project Owner shall contact every owner of residential property immediately adjacent to solar arrays and discuss in good faith a reasonable, strategically-located visual buffer of plants that, upon mutual agreement, shall be installed at Project Owner's expense prior to the completion of construction of the Project. Where the Project Owner and the adjacent property owner are unable to agree on the type of visual buffer and the adjacent property owner makes a request in writing to Project Owner to provide a visual buffer, the Project owner shall install a vegetative buffer on the Project site equal to the length of the non-participating residence and designed to achieve at least 50% opacity at ground level within 5 years. Proposals and plans for vegetative buffers will be finalized by the post-construction meeting.

16. **Setbacks.** Project Owner agrees to install the solar arrays with a minimum setback of (i) sixty-five (65) feet from the edge of the right of way of public roads, (ii) fifty (50) feet from the property boundary lines of non-participating landowners, unless a smaller setback is permitted pursuant to an executed good neighbor agreement, in which case the setback shall be no less than twenty-five (25) feet, and (iii) one hundred and fifty (150) feet from any non-participating landowner dwelling unit. For adjoining participating landowners, the setback requirement may be established pursuant to mutual agreement between Project Owner and participating property owners.

17. **Decommissioning.** Project Owner shall implement the Decommissioning Plan attached as Exhibit F to this Agreement upon permanent cessation of the commercial operation of the Project. For the purposes of this Agreement, permanent cessation of the commercial operation of the project shall mean that the entire Project has ceased commercial operation for a consecutive period of twelve (12) months for reasons other than a force majeure event. The Project shall be deemed to be in commercial operation if the Project is under active construction activities including but not limited to construction activities in connection with Project-wide replacements or upgrades.

The Parties acknowledge that the Decommissioning Plan shall be submitted to PSCW for its approval. To the extent the PSCW imposes additional requirements not included in the Decommissioning Plan attached as Exhibit F, the Parties agree to substitute the existing Exhibit F so as to incorporate the final decommissioning requirements. Paris Solar will follow a substantially similar process to Badger Hollow (PSC Docket ID 9697-CE-100) by creating a detailed Decommissioning Cost Analysis and will provide such a plan to the Town when the analysis is available. The Parties agree that the Decommissioning Plan shall require Project Owner to, at a minimum:

- Remove, at its expense, all Project components including but not limited to solar arrays and associated facilities to a depth of 4 feet and properly dismantle all components;
- Restore the land to a condition reasonably similar to pre-existing conditions, including de-compacting areas where project access roads were installed and any other areas of substantial soil compaction. The Project's Access Roads can remain in place if requested by the property owner.
- At the latest, at the 15th anniversary of the commencement of operations, Paris Solar will post a commercially reasonable financial assurance in the amount of the difference between the reasonably estimated costs of decommissioning the Project and the reasonably estimated salvage value of the Project improvements, as determined by a qualified engineer. The costs of this determination are to be paid by the Project Owner. The need for and amount of the financial assurance shall be reviewed by a qualified engineer, and if applicable, updated approximately every 5 years following the 15th anniversary of the operations date.

Upon Project Owner's completion of the decommissioning obligations, this MOU shall automatically terminate and be of no further force and effect, except as otherwise provided herein.

18. **Relevant Law.** Any and all disputes arising under this MOU 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 and in the Circuit Courts of Kenosha County.

19. **Dispute Resolution**. In the event a dispute arises regarding the performance or interpretation of this Agreement, the parties shall negotiate in good faith to resolve the dispute. If the dispute is not resolved in thirty (30) days, the dispute shall be referred to mediation unless both parties agree to extend the dispute resolution process. If the dispute is referred to mediation, the parties shall name a mediator within fourteen (14) days of the expiration of the negotiation period. If no mediator is agreed upon within said 14 days, each party shall name a third party and the third parties shall pick a mediator within ten (10) days. The parties shall present their dispute to the mediator within sixty (60) days of the mediator being named. The mediator shall not have the authority to add, change, alter or modify any terms of the Agreement. The expense of the mediator shall be divided equally between the parties. In the event that the parties are unable to reach a resolution through mediation, the parties shall be entitled to seek any legal remedies available.

20. **Phasing**. The Parties acknowledge that the construction of the Project may take place through one or more phases at Project Owner's election. In the event Project Owner elects to construct

the Project in phases, the obligations of Project Owner hereunder will, to the extent applicable, relate only to the respective phase of the Project then being undertaken by Project Owner.

21. **Ownership**. Project Owner shall have the right to sell, assign, or lease all or portions of the Project or its Facilities to other parties and, in that event, such other parties shall, with Project Owner or, in the event of total assignment or transfer, in lieu of Project Owner, have the right, in the manner and to the same extent above, to operate the Facilities in, along, under, and across the same road rights-of-way and drainage systems. Project Owner, its successors or assigns, shall, at all times and at its sole expense, maintain the Facilities in good condition and repair. In the case of any such sale, assignment or lease of all or any portion of the Project or the Facilities, Project Owner shall have the right to assign its rights and obligations under this Agreement without obtaining the prior consent of the Town. Any such sale, assignment or lease of all or any portion of the Project or the Facilities shall include an explicit binding of any successors or assigns to any and all terms of this Agreement which continue to be active and applicable.

22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

23. **Severability.** If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

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

If to Project Owner:
Paris Solar Energy Center LLC
c/o INVENERGY
Attn: Mark D. Crowl
One South Wacker Drive, Suite 1800
Chicago, IL 60606
mcrowl@invenergy.com

with a copy to:

Paris Solar Energy Center LLC
Attn: General Counsel
One South Wacker Drive, Suite 1800
Chicago, IL 60606
generalcounsel@invenergy.com

If to the Town of Paris:
Town Clerk
Paris Town Hall
16607 Burlington Road
Union Grove, WI 53182

with a copy to:

Pruitt, Ekes & Geary, S.C.
245 Main Street, Suite 404
Racine, WI 53403
cgeary@peglawfirm.com

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 sent via email transmission to the email addresses provided, 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.

NOW, THEREFORE, the Parties have executed this Agreement on the 22nd day of September, 2020.

TOWN OF PARIS

By: _____

Its Chairman and Duly Authorized Agent

Attest: _____

Its _____ and Duly Authorized Agent

Subscribed and sworn to before me this
25th day of September, 20 20

_____

Notary Public, Racine County, Wisconsin
My Commission expires 10-31-2023

ELLEN GALVAN NOTARY PUBLIC STATE OF WISCONSIN

PARIS SOLAR ENERGY CENTER LLC

By: _____

Its _____ and Duly Authorized Agent

NOW, THEREFORE, the Parties have executed this Agreement on the ___ day of _____, 2020.

TOWN OF PARIS

By:_____

Its _____ and Duly Authorized Agent

Attest:_____

Its _____ and Duly Authorized Agent

PARIS SOLAR ENERGY CENTER LLC

By:_____

Its Vice President and Duly Authorized Agent

EXHIBIT A
SITE PLAN

See Attachment

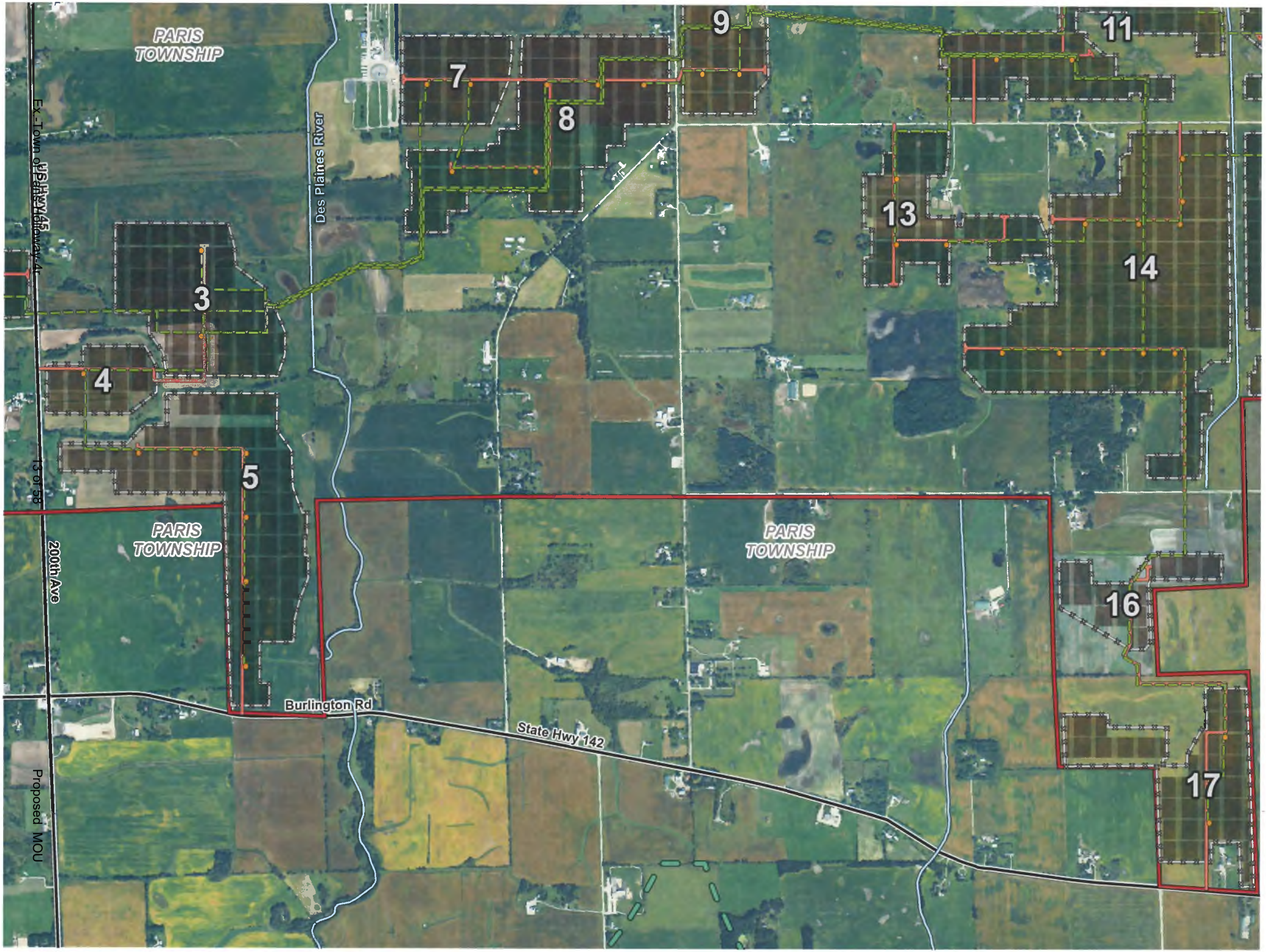
PARIS TOWNSHIP
PARIS TOWNSHIP
PARIS TOWNSHIP
Ex. Town of Paris Jurisdictional Area
US Hwy 45
Des Plaines River
200th Ave
Burlington Rd
State Hwy 142
Proposed MOU
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EXHIBIT B
HAUL ROUTES

See Attachment

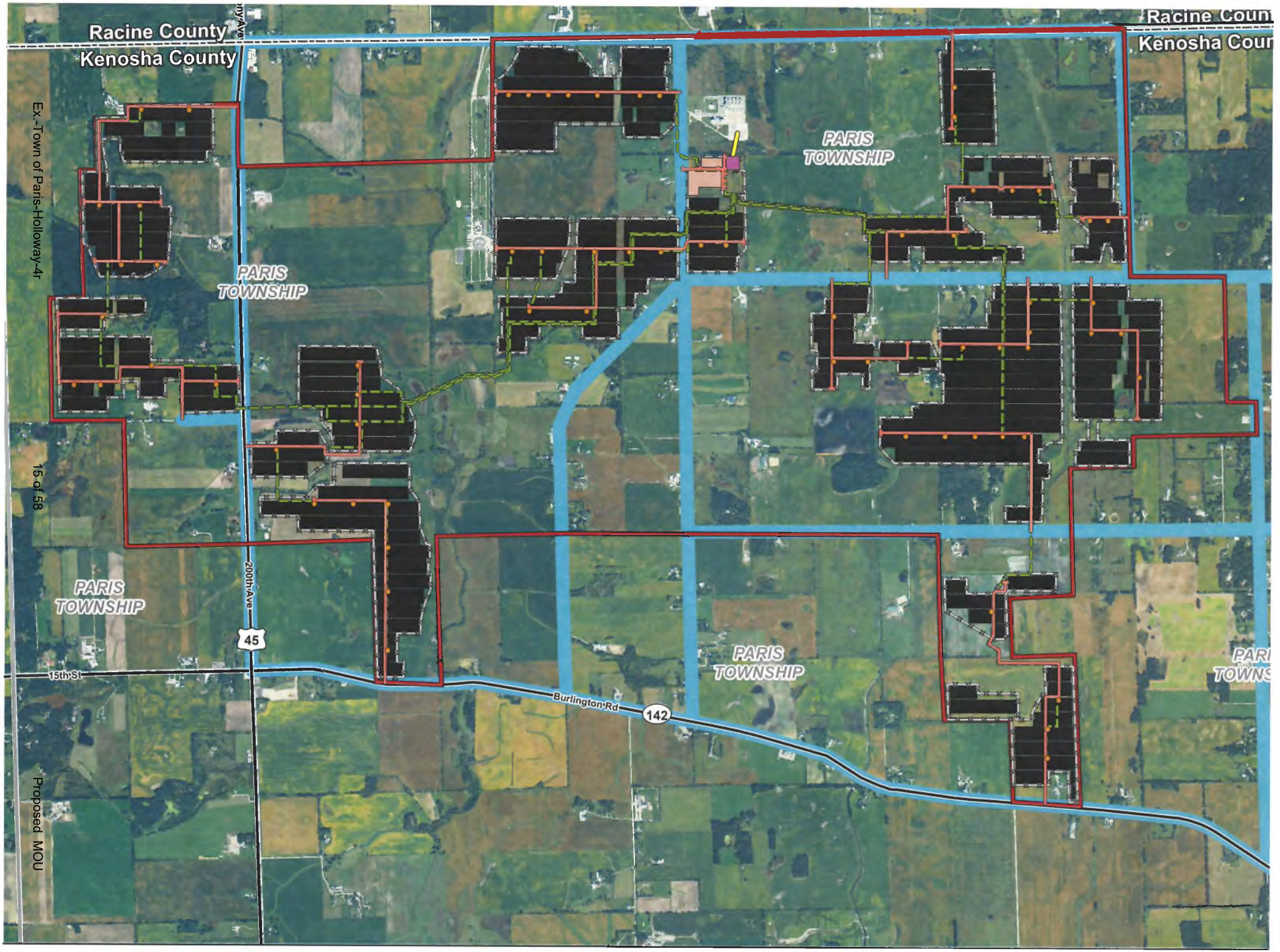
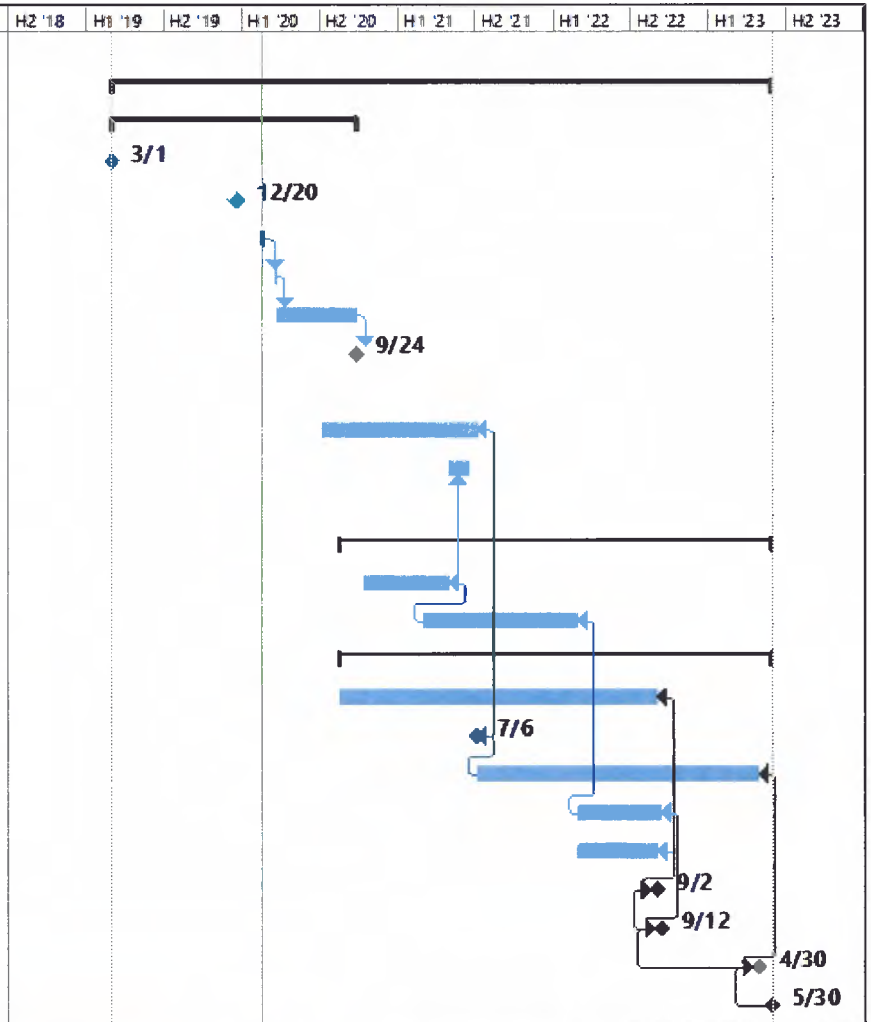

Racine County
Kenosha County
Racine Coun
Kenosha Cour
Ex.-Town of Paris-Holloway-4r
PARIS TOWNSHIP
PARIS TOWNSHIP
PARIS TOWNSHIP
PARIS TOWNSHIP
PARIS TOWNSHIP
200th Ave
45
15th St
Burlington Rd
142
15 of 58
Proposed MOU

EXHIBIT C
CONSTRUCTION SCHEDULE

See Attachment

ID	Task Name	Start	Finish
1			
2	**Paris Preliminary Project Schedule**	**Fri 3/1/19**	**Tue 5/30/23**
3	**PSCW CPCN**	**Fri 3/1/19**	**Thu 9/24/20**
4	Engineering Plan to WDNR	Fri 3/1/19	Fri 3/1/19
5	WDNR EP Response Received	Fri 12/20/19	Fri 12/20/19
6	CPCN Filed	Tue 2/18/20	Tue 2/18/20
7	CPCN Completeness Determination	Wed 3/18/20	Fri 3/20/20
8	PSCW CPCN Review (6-12 Months)	Mon 3/23/20	Thu 9/24/20
9	PSCW Order Issued	Thu 9/24/20	Thu 9/24/20
10			
11	Local Approvals	Mon 7/6/20	Tue 7/6/21
12	WPDES Construction Permit	Fri 4/30/21	Sun 6/13/21
13			
14	**Engineering, Procurement, Construction**	**Mon 8/17/20**	**Tue 5/30/23**
15	Design Engineering	Mon 10/12/20	Thu 4/29/21
16	Procurement (Major Items)	Mon 3/1/21	Mon 2/28/22
17	**Construction**	**Mon 8/17/20**	**Tue 5/30/23**
18	Studies and Construct Interconnection	Mon 8/17/20	Fri 9/2/22
19	Mobilization and Start	Tue 7/6/21	Tue 7/6/21
20	PV Array	Tue 7/6/21	Sun 4/30/23
21	Substation	Mon 2/28/22	Mon 9/12/22
22	Transmission Line	Mon 2/28/22	Fri 9/2/22
23	Backfeed Date	Fri 9/2/22	Fri 9/2/22
24	Substation Energizing Date	Mon 9/12/22	Mon 9/12/22
25	Substantial Completion	Sun 4/30/23	Sun 4/30/23
26	Commercial Operations	Tue 5/30/23	Tue 5/30/23



Project: Paris Schedule
Date: Mon 2/17/20

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

EXHIBIT D
VEGETATION MANAGEMENT PLAN

See Attachment

Ground Cover Strategy

PARIS SOLAR FARM

Invenergy

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1.0 Executive Summary

Invenergy has prepared this Ground Cover Strategy (the "Strategy") for the proposed Paris Solar Farm, a solar photovoltaic (PV) generation facility planned for approximately 1,500 acres in Kenosha County, Wisconsin (the "Site"). The Site is within a 5,350-acre Project Area. This document outlines the strategy Paris Solar Farm will use to develop its final Ground Cover Plan, the creation of which will be an evolving process as the site layout, schedule, costs, and other factors are finalized.

Prior to the development of this Strategy, the biophysical site conditions, including the current land cover types, soil classification, vegetation, slope, and other environmental factors were evaluated. The biophysical site conditions were used to inform where certain native species and species mixes would perform best. Local genetic native seed varieties as a seed source, if available, should be considered for use as they are more likely to germinate and persist compared to genetically similar specimens sourced from farther away.

The Strategy has been developed to achieve the following objectives:

- Maintain a high degree of weed control across the site
- Benefit the land, water, plants and wildlife
- Minimize soil stabilization and maintenance costs
- Use native species adapted to a range of soil moisture conditions onsite now or in the future.

The Strategy envisions a three-phase vegetation establishment process. In the first phase, site preparation for weed management will occur over varying timeframes depending on soil types, soil moisture regimes and construction schedule. In the second phase, a matrix of native sedges and grasses will be planted in much of the site. The advantages of establishing a native sedge and grass matrix is to control broadleaf weeds and aid in soil stabilization. After native sedges and grasses establish, additional native species adapted to the varying moisture regimes will be seeded into the native sedge and grass areas to increase plant community diversity and ecosystem functionality. Pollinator-friendly plant species to be included in the seed mixes will benefit bees, butterflies and other pollinators. The third phase provides a framework for a long-term vegetation management program.

There are numerous benefits of the Strategy, including but not limited to:

- Improved water quality due to reduced sediment and nutrient runoff, fertilizer application, herbicide and pesticide use.
- Improved stormwater storage and infiltration due to diverse and dense ground cover.
- Improved erosion control due to soil stabilization of deep rooted and dense fibrous rooted vegetation.
- Improved agricultural productivity due to progression and accumulation of native

bacteria, microbes, moisture content, and root network.

- Improved habitat for wildlife including pollinators and birds.
- Improved neighboring farm productivity due to increased pollinator activity.

Several different vegetation types will be planted because differing microhabitats in the solar farm will require different kinds of vegetation and management. Plant growth height is an important consideration in specific areas. For example, beneath and near PV panels vegetation height must remain below approximately 18 inches. Consequently, the species chosen for planting beneath and near PV panels must be low in stature or able to withstand periodic mowing.

The vegetation Zones that may be planted include:

- Sedge Grass Only Cover (SGO) Zones – A planted and maintained native Sedge and Grass Only Cover mix for Upland soils (SGOU) and Moist soils (SGOM). This zone would be suitable for grazing with some modification.
- Pollinator Habitat (PH) Zones – A Pollinator seed mix for upland soils (PHU) and moist soils (PHM).
- Monarch Corridor (MC) Zone – Favors monarch butterflies by featuring specific milkweed varieties selected to grow to approximately 18 inches maximum height for their food production and habitat creation.
- Diverse Habitat (DH) Zones – Adds more plant variety and high-quality pollinator and wildlife habitat to Upland soils (DHU) and Moist/hydric soils (DHM) Zones.
- Native Seed Production (NP) Zone – Potential areas for short stature native seed production.
- View Screening (VS) Zone – Limited areas within the site to obscure or soften solar farm views, as requested by neighbors or regulators.
- Familiar Crop Screening (FCS) Zone – Areas where familiar crops can help transition to native plantings, soften views or screen.

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2.0 Introduction

This document provides a strategy for establishing and managing vegetation at the proposed Paris Solar Farm in Kenosha County, Wisconsin. The Strategy first describes the biophysical attributes of the Paris Solar Farm Project Area. Next, it describes site preparation methods followed by a ground cover strategy and finally, the Strategy provides for the expected vegetation maintenance and monitoring requirements for the long-term persistence of the native vegetation. The Strategy emphasizes using native plants for both soil stabilization and as the primary pollinator plants.

The proposed 1,500-acre solar farm is in northern Kenosha County, Wisconsin, in Paris Township (Figure 1). The Project Area is north of and adjacent to State Hwy 142 and west of Interstate Hwy 94. The proposed Project Area encompasses 5,350 acres (8.35 square miles) of which 1,500 acres of potential solar arrays make up the Site. The land where construction is planned to occur is leased from private landowners.

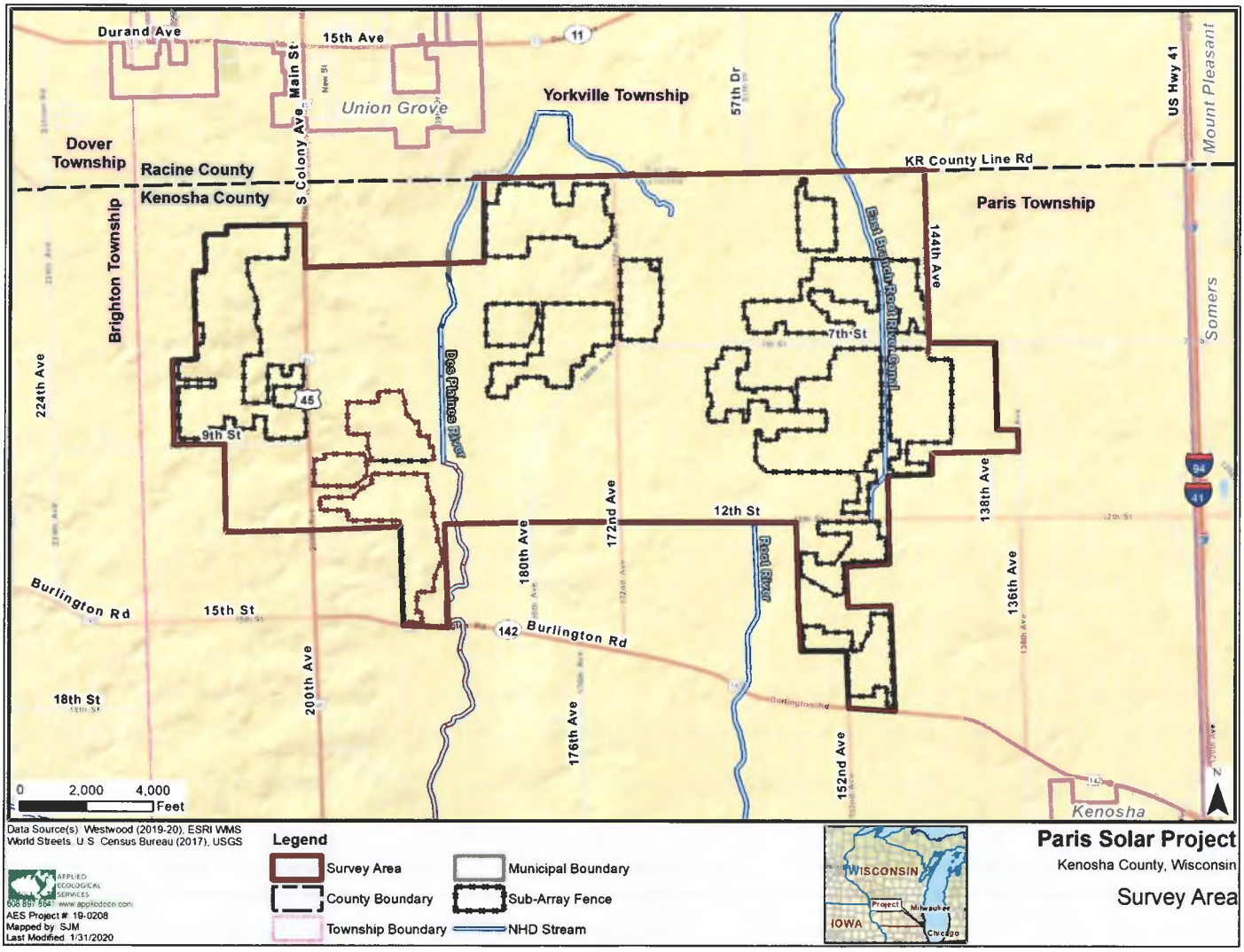

Figure 1. Location of the Paris Solar Farm Project Area.

3.0 Biophysical Attributes of the Solar Farm

The Strategy incorporates analysis of existing land cover types, soils, topography, water, plant life, and other factors. The biophysical attributes of the 5,350-acre Project Area were used to inform the implementation methods, make recommendations for the potential planting zones and for the development of plant species mixes. An overview of the land cover was described and mapped by Westwood Professional Services with the mapping field checked by Applied Ecological Services (AES) for inclusion of additional data, such as 2018 crop history. AES refined Westwood's preliminary land cover mapping based on 2018 field conditions. The land cover classification scheme will be used to locate planting zones within the Project Area.

3.1 Land Cover Classification

Historically (i.e. pre-settlement), vegetation described by the early land surveyors, indicated that much of the 5,350-acre Project Area consisted of native prairie in the upland soils with marshes scattered throughout. Scattered with the upland prairie were bur oak and hickory trees. In some areas, prairie was expansive with few to no trees as evidenced by the lack of nearby marker trees. The upland soils containing native prairie were subsequently put under the plow and converted to agricultural lands which remain in place today.

Dominant land cover types in the 5,350-acre Project Area were refined, classified and mapped using field observations, aerial images and other available data (Figure 2). The land cover classification delineated land cover/uses by visually distinct ecotones. Pastures, for example, stand out in a farmed landscape and on an aerial photograph, as one land cover type regardless of the grass species present. Similarly, an agricultural field planted in soybeans was mapped as soybean field land cover type, regardless of other plant species present. Field data were collected by AES on April 11, 2019 at several areas within the Project Area to verify and refine the previously prepared land cover types. Some areas were not accessible in 2019 and these areas were mapped based on photo interpretation from 2018 satellite aerial imagery.

The previously classified land cover types were consistent with field observations. Cover type categories observed included alfalfa, corn, hay, oats, pasture, soybeans, trees, and wheat. Over 80% of the Project Area is in agricultural land use (Table 1, Figure 2). Soybeans and corn are the primary crops and occupy approximately 35% and 33% of the Project Area respectively. The third-most extensive land cover type is potential wetlands and watercourses at approximately 9% of the Project Area. Within approximately 2,000 acres of the Project Area, wetlands were field delineated (Figure 2). Wetlands were delineated in the entire 1,500-acre Site where the arrays are proposed as well as a few hundred acres adjacent to the arrays.

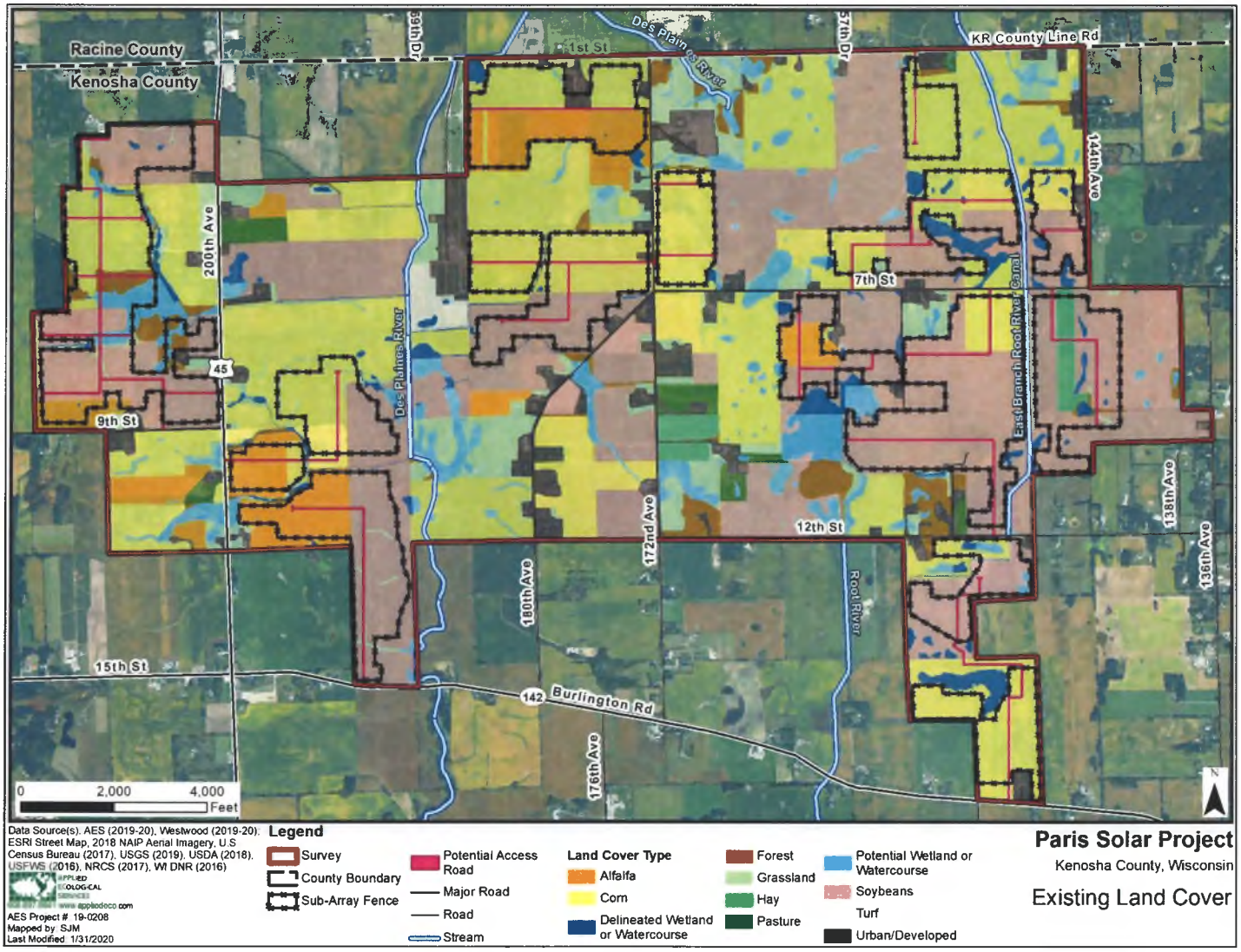

Figure 2. Existing Land Cover at Paris Solar Farm Project Area.

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Table 1. Current Land Cover Types in the Paris Solar Farm Project Area.

Land Cover Type	Acres	Percent
Alfalfa	310	6
Corn	1,778	33
Delineated Wetland or Watercourse	145	3
Forest	135	3
Grassland	307	6
Hay	49	1
Pasture	57	1
Potential Wetland or Watercourse	296	6
Soybeans	1,868	35
Turf	29	1
Urban/Developed	377	7
Total	**5,350**	**100**

3.2 Existing Field Conditions and Potential Herbicide Carryover

Herbicide carryover, or retention in the soil, is an important factor to consider prior to native seeding. This is especially important in the finer-grained soils present over much of the Project Area. Depending on the herbicide, carryover can last for up to 18 months or longer after the cessation of herbicide use. Seeding before herbicide carryover has ceased can result in an unsuccessful seeding. For this reason, data on crop history, tillage practices, herbicide and pesticide use, and the anticipated field conditions after harvest were collected, as available, by visual site survey and a phone or email survey for representative parcels in the Project Area. The resulting list of herbicides known to have been used, or potentially used in southern Wisconsin based on landowner surveys and research with their corresponding carryover times are shown in Table 2.

Data from Table 2 indicates most native sedges and grasses can be planted within 1-12 months of the last herbicide application for most herbicides listed in Table 2. Herbicides like 2,4-D and Glyphosate have a low residence time and most native grasses can be safely planted after 1 month from the date of last application (Table 2). Atrazine (and its derivatives) is being used as a weed killer on farm fields typically planted to corn within the Project Area. It is recommended that these areas apply a minimum 18-month wait period after last application prior to native seeding. Native forbs are less tolerant to most herbicides, with some requiring up to 18 months and some up to two years since the last herbicide application before they can be planted (Table 2). Planting dates for seed mixes will be scheduled after the risk of herbicide carryover has passed.

Table 2. Commonly Used Agricultural Chemicals Based on Prior Research, Local Landowner Interviews and Recommended Waiting Times for Native Grass and Forb Plantings.

Product Name	Agricultural Chemical	Months Before Select Native Grasses Can Be Planted	Months Before Select Native Forbs Can Be Planted
2,4-D	2,4-Dichlorophenoxyacetic Acid	1	3
Acuron	Atrazine, Bicyclopyrone, Mesotrione, S-Metolachlor	2	18
Aframe (fungicide)	Azoxystrobin	1	1
Ammonium sulphate additive	Ammonium Sulphate	0	0
Atrazine	Atrazine	12	18-24
Authority XL	Sulfentrazone, Chlorimuron Ethyl	4-12	10-36
Brawl II	S-Metolachlor	next spring	next spring
Callisto	Mesotrione	4	18
Canopy	Metribuzin, Chlorimuron Ethyl	12	30
Clethodim	Clethodim	1	1
Dimetric EXT	Metribuzin, 4-Amino-6-(1,1-Dimethylethyl)-3-(Methylthio)-1,2,4-Triazin-5(4H)-One	8	18
Duall II	S-Metolachlor	4	12
Durango	Glyphosate	1	1
Flexstar	Fomesafen	6	6
Halex GT	Mesotrione, S-Metolachlor, Glyphosate	6	18
Harness Xtra	Acetochlor, Atrazine	6	18
Hornet	Flumetsulam, Clopyralid	4	18
Impact	Topramezone [3-(4,5-Dihydro-3-Isoxazolyl)-2-Methyl-4- (Methylsulfonyl) Phenyl] (5-Hydroxy-1-Methyl-1H-Pyrazol-4-Yl) Methanone	3	18
Metribuzin dual	Metribuzin	8	18
Mustang (insecticide)	Zeta-Cypermethrin	0.5	0.5
Prefix	S-Metolachlor + Sodium Salt of Fomesafen	4	18
Province II (insecticide)	Lambda-Cyhalothrin	1	1
Resicore	Acetochlor, Mesotrione, Clopyralid MEA Salt	1	18
Roundup	Glyphosate	1	1
Sonic	Sulfentrazone, Cloransulam-Methl	12	12
Status	Dicanbra, Diflufenzopyr	4	4
Valor	Flumiozazin	12	12
Warrant	Acetochlor	6	18

3.3. Vegetation Characterization

Windshield surveys conducted by AES Ecologists on April 11, 2019 classified and updated land cover and identified some of the invasive and weedy species that may require future management. Ecologists observed the Project Area's land from abutting public Rights-of-Way (ROW). Land cover was determined at those farm fields that were visible from the road and labeled on an aerial map showing early 2018 growing season conditions (Figure 2). Cover type categories used in the field included alfalfa, corn, hay (grass), grass, pasture, and soybean. Where possible, notes were also taken regarding till or no-till practices, manure application, and the use of winter cover crops.

Satellite air photo interpretation was used to classify land cover across the remaining farm fields that were not observable from the ground. Additional observations noted during the field survey includes invasive species and weed populations and their locations, areas with significant ponding, and areas of significant erosion/sediment deposition.

Four representative locations in the Project Area, as well as a relatively undisturbed nearby reference location (Richard Bong State Recreation Area) were assessed. As a result, lists of plant species were compiled at the four onsite locations (Figure 3) to understand the potential of invasive species and weeds occurring within the soil seed bank, in tree lines and in ROW. The reference location was investigated to learn what native and non-native plant species have established within the same general ecoregion as the Paris Solar Farm Project Area (Figure 3). A master plant list was created that includes the species identified in the five vegetation sampling locations as well as species not observed at sampling locations but observed elsewhere along the roadway within the Project Area (Appendix A). It is important to note that the survey was conducted during a time of year when many herbaceous species were still dormant and not observable. Therefore, the survey should be considered representative and adequate for project planning purposes but should not be considered comprehensive.

The spring 2019 survey documented 35 species (excluding agricultural crops) growing in the Project Area (Appendix A). Seventeen additional species were observed in the reference area only. Eighteen species were desirable native plants (most were found in the reference site) and 34 were non-native or invasive native species. The most common native species encountered were gray dogwood (*Cornus racemosa*), common milkweed (*Asclepias syriaca*), and black cherry (*Prunus serotina*). The most common non-native or invasive native species was smooth brome (*Bromus inermis*); followed by several other species including dandelion (*Tabacum officinal*), Kentucky bluegrass (*Poi pratensis*), white campion (*Selene latifoliate*), and white mulberry (*Murus alba*).

The invasive and weedy species most likely to be encountered during implementation and maintenance were determined based on what was observed during the windshield survey and knowledge of local plant species likely to be encountered in the soil seed bank. These invasive and weedy species include Eurasian cool-season grasses (such as smooth brome and Kentucky bluegrass) and broadleaf agricultural weeds (such as dandelion and white campion). The wetter portions of the Project Area are at risk for invasion by invasive wetland species such as narrow-leaved cattail (*Typha angustifolia*), reed canary grass (*Phalaris arundinacea*), common reed (*Phragmites australis*), purple loosestrife (*Lythrum salicaria*) and tall manna grass (*Glyceria maxima*). There are also several common agricultural weeds such as pigweed (*Amaranthus retroflexus*), giant ragweed (*Ambrosia trifida*), common ragweed (*A. artemisiifolia*), and velvetleaf (*Abutilon theophrasti*) that either were present in low abundance or did not show up at all in this early spring survey. However, if present, these species have a high probability to become more abundant in the Project Area as the season progresses. Weed management planning for this Project will anticipate the potential presence of these species.

Lastly, the native marsh, sedge meadow, and mesic and wet mesic prairie communities observed at the Richard Bong State Recreation Area reference site and known to occur within other areas of the Southern Lake Michigan Coastal Ecological Landscape were used to help inform some potential additional species for inclusion in the various seed mixes developed in Appendix B for ecological restoration of the Site. Species selections will ultimately be limited by commercially available native seed sources and supplies.

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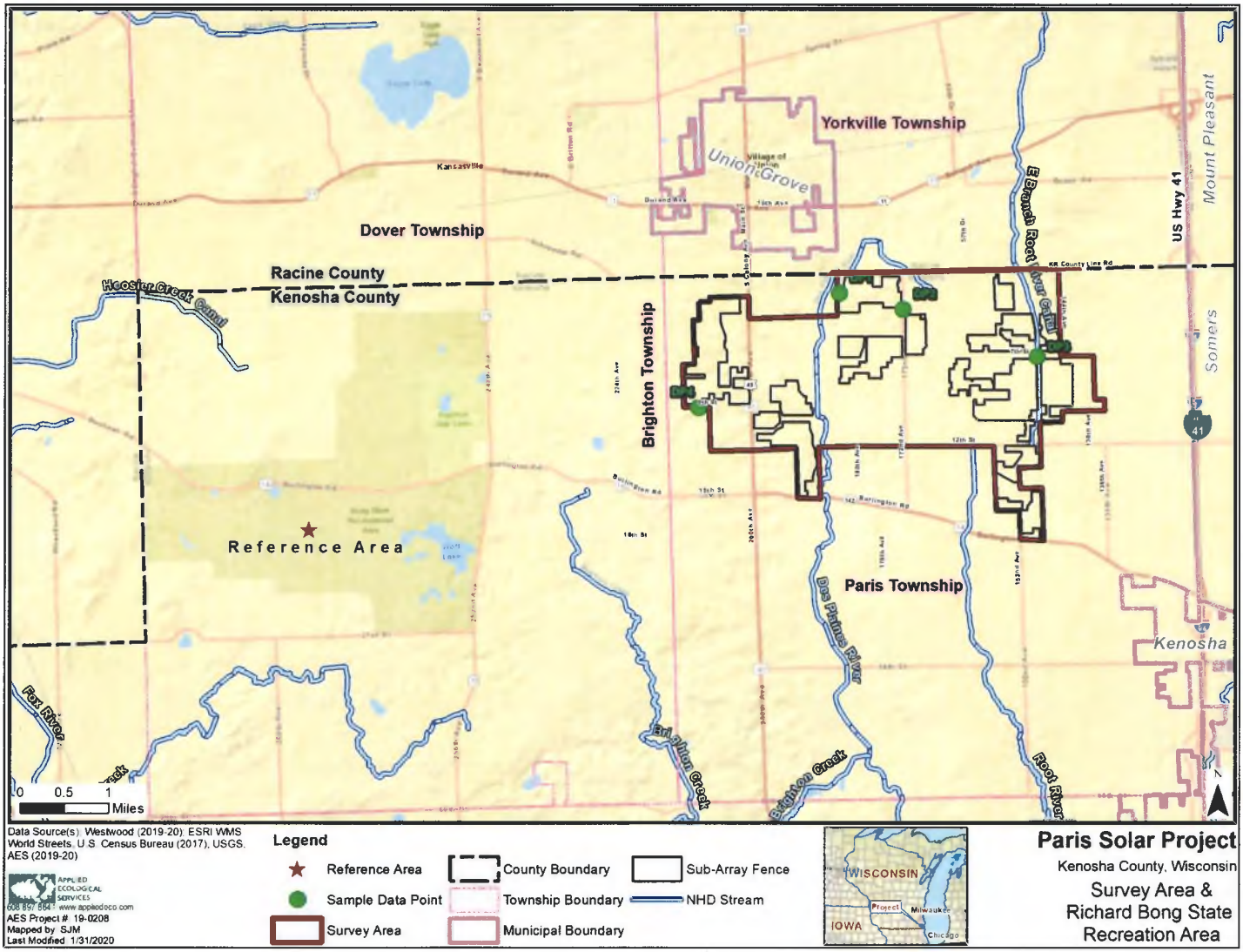

Figure 3. Four Sample Data Points Within the Project Area Where Plant Species Were Compiled and a Reference Area (Richard Bong State Recreation Area).

3.4 Moist Soil Characterization

Moist Soil Types were characterized based on their hydric soil component percentages (Figure 4). Hydric soils are defined as soils that form under conditions of saturation, flooding, or ponding for long enough time during the growing season to develop low and no oxygen conditions. These soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation. Soils mapped as varying shades of blue by the NRCS have an 87% or greater hydric soil component and have few to no upland soil inclusions (Figure 4). Soils with less than 10% hydric inclusions are generally described as being upland soils with few to no hydric soil inclusions and are mapped

as yellow. Soils mapped as hydric include silt loams, silty clay loams and all muck soil types. Hydric soils are considered, in this document, to represent moist and wet soils and in an undrained condition are the most problematic for moisture and organic content. Hydric soils under agricultural production are typically drain tiled.

These hydric soils support or historically supported wetland conditions. The rating in Figure 4 indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor non-hydric components in the higher elevations on the landform, and map units that are made up dominantly of non-hydric soils may have small areas of minor hydric components in the lower elevations on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

Soils, such as, Ashkum silty clay loam, Muskego muck, Ogden muck, Houghton muck, Montgomery silty clay, Navan silt loam, Drummer silt loam and Sebewa silt loam are examples of hydric soil types found on the Paris Solar Farm Project Area. Hydric soils make up almost 50% of the soil types found in the 5,350-acre Project Area and are most abundant in the eastern portion and along the Des Plaines River corridor and tributaries on the west side. Hydric soils (either drain tiled or not) will require different site preparation approaches, seeding and management approaches as compared to upland soils. Using a suite of plant species adapted to a range of moisture regimes associated with the hydric soils are found in (Appendix B). The amount of hydric soil acreage is not likely to increase but these soils could become wetter with reduced tile functionality and a moist soil seeding and management approach could become more prominent if drain tile functionality diminishes over time within the hydric soil units.

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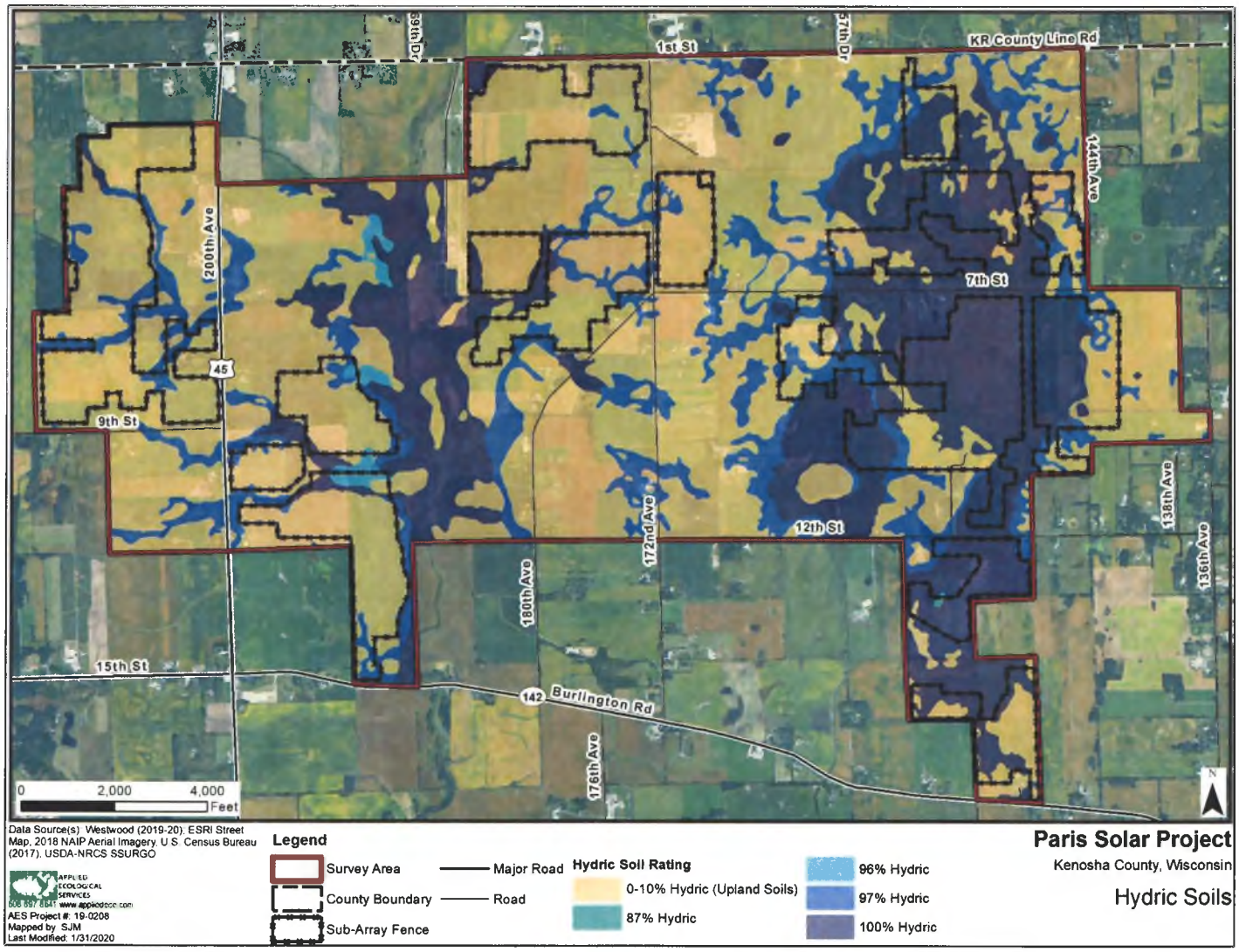

Figure 4. Hydric & Non-Hydric Soils in the Paris Solar Farms 5,350 Acre Project Area.

3.5 Soil Health

In most agricultural settings, the presence and prevalence of native plant species in the landscape is missing. The purposeful restoration of native plant biodiversity and productivity can improve soil health. This is important as native deep-rooted cool and warm season grasses and native nitrogen fixing legumes can lead to an acceleration of the benefits to the soils and to the larger ecosystem. Increased grass productivity and resilience to drought on native restored lands can also be realized.

In general, newly installed predominantly native grass pastures can be placed on a trajectory that will result in increased soil carbon levels and improved water infiltration rates. There is a lot of room for carbon storage from the conversion of

farmlands to native species-dominated grass pastures, simply because of the degraded nature of the regional agricultural soils. Overall benefits to retaining water and nutrients can be realized by improving soil organic carbon in native restored lands.

Large-scale prairie vegetation plantings in Solar facilities offer a new opportunity not recognized as a regional, national, and perhaps global value until recently. The restoration of these landscape islands that regain the soil microbial and fungal systems are associated with soil health. Controlling erosion and improving soil fertility are accelerated as the soil microbial life is restored, accomplishing significant improvements in soil health. The microbiology of a corn field and a prairie are profoundly different. The island of native species-dominated prairie vegetation allows the growth of many species of fungal dominated microbial communities and because soil fungi disperse from spores, the native vegetation areas can be useful as a center of origin to replenish the nearly depleted soil health of large acreages of surrounding farmlands. This is a heretofore not appreciated value of solar farms planted to large-scale prairie vegetation plantings.

4.0 Ground Cover Strategy

The 2019 Biophysical conditions as described in Section 3 were used to develop the Strategy. A key aspect of the Strategy is to use native perennial plant species from upland prairie and moist soil prairie ecosystems of the region. Both the deep roots of native, perennial prairie plants (Figure 5) and the dense, shallow fibrous rooting of moist and wet soil prairie plants will stabilize the existing soil better than relatively shallow-rooted, non-native turf grasses, corn, and soybeans.

Annual agricultural crops cannot establish or are severely stressed in moist soils with low soil oxygen. The previous installation of drain tiles in some of these moist and wet soils has provided conditions allowing for successful row crop production. The Strategy assumes the function of existing drain tiles will not generally be impacted by the solar panel construction and operation of the Solar Farm. Existing tiles will be avoided when possible. If damaged, drain tiles will be replaced or repaired to maintain functionality, as necessary. Appropriate species from Tables in Appendix B can be selected to reflect degree of moisture of the drained hydric soil condition.

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Figure 5. Selected Upland Native Prairie Plant Rooting Depths and Growth Heights.

From left to right, the plants depicted are turf grass, corn, soybeans, native prairie grasses and forbs, and a solar racking system depicted in a 2x1 portrait configuration. Scale in feet. The racking system foundation will go below grade, but a final depth has not yet been determined so it is omitted from this illustrative figure.

4.1 Phased Vegetation Establishment

Native perennial plantings can take several years to establish and while establishing they develop deep and fibrous root systems in the first year of planting and typically require another 1-2 years before flowering. Due to slow above ground growth of prairie plants and the potential for aggressive and tall native and non-native weeds to occur in moist soils, the ground must be properly prepared. Undesirable weeds must be diligently controlled before and after any planting. The Strategy's phased approach begins with site soil preparation (Phase 1), followed by the establishment of a native sedge & grass ground cover only (Phase 2). This strategy will reduce the risk that plantings will be overtaken by weedy plants, leading to lower maintenance efforts in the long term.

Implementing Phase 1 and Phase 2 will best occur prior to solar facility construction. Depending on construction schedules, seasonality, soil preparation requirements and initial cover crop and/or native sedge and grass seeding, portions or all of Phase 1 and Phase 2 may occur concurrently with or immediately after construction. The third

Phase, Zone Establishment, will occur after solar facilities are constructed. This phased approach results in plantings that contain a greater diversity of species while minimizing disturbance and maximizing weed control. The location of the ecological communities proposed in the Zone Establishment section can be modified, if necessary, and these communities can adapt over time to environmental change with minimal impact to solar arrays.

Phase 1 – Site Preparation. The most critical aspect of preparing a site for native plants is to adequately prepare the soil. Specific steps during site preparation are tied directly to the land cover types and soil moisture conditions related to the PV panels and other features of the proposed solar farm.

Weed seeds can persist for years and dominate seed banks. Additionally, weed seeds typically germinate earlier and grow faster than the perennial native grasses and wildflowers. Weed species arising from the seed bank or through wind dispersal can especially be problematic in moist soils. Therefore, soil preparation is even more important in moist and wet soils as compared to drier soils. Tall-growing invasive species can dominate wet and moist soils and upon cessation of agricultural practices they will need to be managed.

Prior to seeding native plants, emerging weeds will need to be controlled by a variety of strategies. Cover crops (see Appendix B), herbicide treatment, and mowing are the most likely soil preparation methods. Depending on crop history, soil moisture regime, emerging weeds from the seed bank and wind-blown seeds will determine the most appropriate site preparation methods. Knowledge of row crop history and herbicide residence times will be used to determine areas to be seeded with a cover crop (Appendix B, Table 1). This initial cover crop seeding will be performed by broadcast or no-till drill methods to reduce surface soil disturbance. These methods minimize re-introduction of broadleaf weed species from the seed bank and surrounding areas. After cover crop seeding, mowing during the growing season may be enough to maintain a low vegetation profile before installing the native species. Installation and establishment of a cover crop will also help stabilize soils and reduce erosion potential during construction. Depending on construction scheduling, cover crop and native sedge and grass species installation may occur simultaneously.

Some broadleaf weeds arising after broadcasting or no-till drilling will need to be herbicide treated. One to two herbicide applications will likely be necessary as part of the seed bed preparation, either before or after cover crop installation.

Nearby grasslands, swales/ditches, Road/Utility ROW and agricultural lands within the Project Area will be assessed for the presence of undesirable native and non-native species. Mowing or spot spraying may be necessary if the occurrences are located in a way that facilitates plant encroachment and invasion into the solar facility areas.

Conversion of continuously covered fields, such as alfalfa, clover or pasture areas to Sedge Grass Only Upland (SGOU) and Moist (SGOM) community will begin with a species-specific herbicide treatment of the existing vegetation prior to site construction. Conversion to native upland or moist soil Sedge Grass Zones in the areas with an existing perennial crop (clover or alfalfa) could begin prior to site construction or could be delayed as to not impact construction schedules. The dead standing crop residue of the alfalfa, clover and pasture grass will remain in place and provide soil stabilization and will limit weed species germination until the native seed can be installed via no-till drilling or broadcasting. This will be followed by limited mowing until native seed installation occurs. Depending on the height of the existing pasture grass species, native forb seeds will be no-till drilled into the existing pasture grass matrix to increase native species diversity and provide pollinator habitat. Another option for pre-existing alfalfa, clover or pasture areas is for them to remain and could be used to support sheep grazing.

Once the seed bed has been adequately prepared, the remainder of the site preparation approach will be to perform broadcast methods for seed dispersal using low impact seeding equipment to minimize further soil disturbance. This is especially important for moist and wet soil areas. The low impact seeding equipment will be most effective in previous row crop (soybean and corn) fields. This method does not expose buried weed seeds to sunlight and theses seeds remain as a seed bank component and thus do not hamper germination of the broadcast seeds. In some fields, no-till seed drilling will be used to minimize soil disturbance. For instance, in upland soils with little soil moisture, no-till drill seeding with standard farm equipment is an effective seeding method. While no-till drill seeding creates some soil disturbance, it is less disruptive than standard disking thereby reducing the germination of weeds present in the seed bank.

Vegetation in drainage areas where tall invasive species are not problematic will remain largely undisturbed to prevent erosion. However, where these drainage areas harbor tall, invasive, non-native species, such giant ragweed, reed canary grass, Phragmites, stinging nettle and purple loosestrife, some management control (e.g. herbicide treatment and re-vegetation) will be required.

Phase 2 – Ground Cover Establishment. A ground cover of annual, biennial, and perennial plants will be established after site preparation. The initial establishment will consist of either a cover crop or a mix of native grasses and grass-like plants, such as sedges and rushes and a few non-native short-lived grasses. This "Sedge Grass Only Cover" will stabilize soils against erosion, control weeds, and act as a nurse crop for Phase 3 plantings. Surface broadcasting and no-till seed drilling of the Sedge Grass Only Cover will reduce topsoil disturbance. Mowing and spot spraying of tall native and non-native broadleaf species arising after seeding may need to occur prior to or during solar facility construction. Local farm equipment and/or modified lightweight and low

impact farm equipment for use in moist and wet soils will be used for some of these activities. Phase 2 ground cover establishment of either a cover crop and/or native grasses and sedges could be installed prior to, or concurrent with site construction.

Phase 3 – Zone Establishment. After the solar facilities are constructed, the Sedge Grass Only Cover has established, and broadleaf weeds controlled, an additional effort to plant pollinator and monarch-friendly species and other plant community zones, as practicable will occur. These additional species proposed for the zones may first be planted in smaller "test plot" areas to determine their resilience and compatibility with the Project prior to planting them throughout the Site. Re-seeding may be required to repair areas disturbed by installation of the solar facilities. Ten potential zone descriptions follow in section 4.2.

4.2 Zone Descriptions

4.2.1 Sedge Grass Only Cover for Upland (SGOU) and Moist Soil (SGOM) Zones

The Sedge Grass Only Cover Upland and Moist Soil (SGOU & SGOM) Zones will be the two dominant and preliminary vegetation zones seeded across the majority of the 1,500-acre Site (Appendix B, Table 2).

The SGOU and SGOM Zones will require the lowest level of maintenance because they will contain only grass and grass-like plants which can easily be treated with broadleaf herbicides to remove weedy colonizers such as: Canada thistle (*Cirsium arvense*), giant ragweed (*Ambrosia trifida*), sweet clovers (*Melilotus* spp.), tall and Canada goldenrods (*Solidago altissima* & *S. canadensis*), pokeweed (*Phytolacca americanum*), burdock (*Arctium minus*), purple loosestrife (*Lythrum salicaria*) cottonwood seedlings (*Populus deltoides*), and others. The rapid growth and a heavy seeding of the Sedge Grass Only Cover will effectively outcompete many weedy colonizers.

Diverse plantings of a variety of sedges, grasses and grass-like plants will provide numerous ecological benefits. Their root matrices are also expected to contribute agricultural benefits, such as carbon accrual and water infiltration. The Sedge Grass Only Cover will contain native grasses, sedges, rushes and a few naturalized grasses. Most of the grass species proposed are native to the prairie and moist soil areas of Wisconsin and were selected for short stature and bunch growth habit.

Beneath Sedge Grass Only Cover Upland Zones will be a dense network of fibrous and deep-rooted species (Figure 6), which are home to numerous beneficial organisms that play a key, yet often overlooked, role in soil-building, soil fertility, and plant health. Significant improvements are expected to the biodiversity of habitats and organisms in both the below ground and above ground biomass within these

areas. Moist soil sedge and grass will provide a dense fibrous matrix and will not be as deep rooted due to low oxygen conditions (Figure 7).

Sedge Grass Only Cover Zones will be planted in the following locations:

- Between and under solar arrays
- Buffer areas where weed invasion and colonization pressure are highest
- Rights-of-Way (ROW) and areas adjacent to ROW
- Unused areas next to fallow fields, pastures, and drainageways
- Areas next to cropland from which herbicides or pesticides could drift and damage other planting types
- Areas that may be used for grazing

If grazing (sheep) at the Paris solar facility is considered, a site-specific grazing plan will be developed which will include variations in the plant species to optimize sheep health.

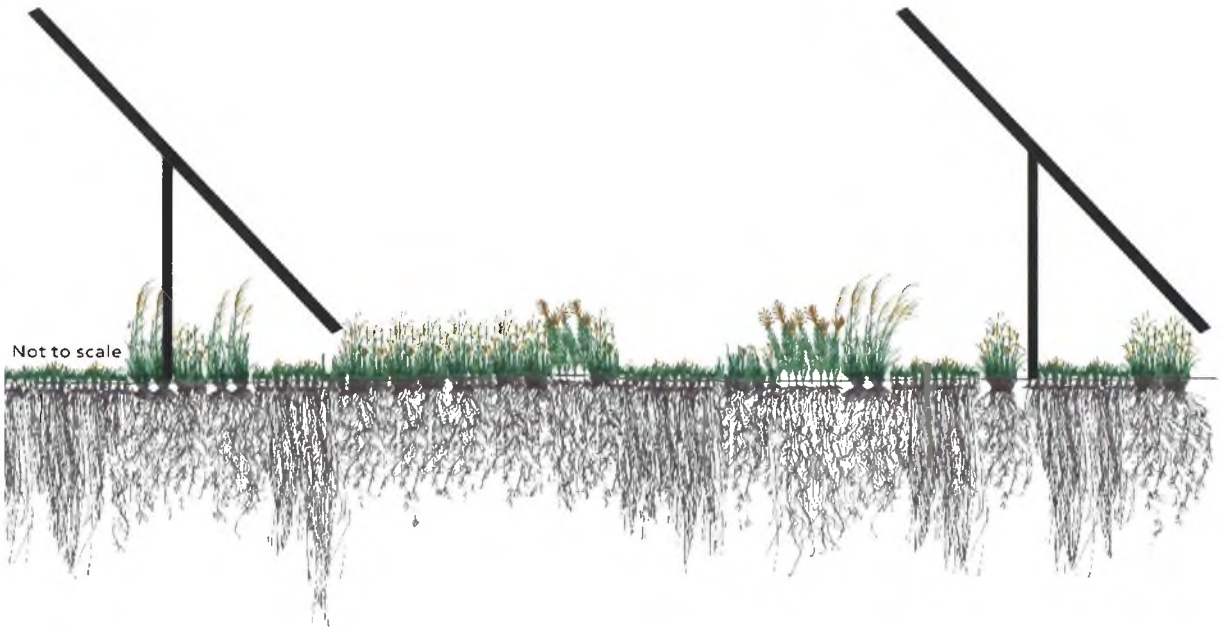

Figure 6. Sedge Grass Only Cover in Upland Soils in Relation to Solar Panels.

Figure 7. Sedge Grass Only Cover in Moist Soils in Relation to Solar Panels.

4.2.2 Pollinator Habitat for Upland (PHU) and Moist Soil (PHM) Zones

The seed mix for the two potential Pollinator Habitats (Appendix B, Table 3): Uplands (PHU) and Moist soils (PHM) will be planted into the Sedge Grass Only Cover already established in Phase 2. The Pollinator Habitats provide corridors for pollinator faunal species to move across and through the solar farm landscape and adjacent areas; they will also connect Diverse Habitat and Monarch Corridor Zones that will be placed in both upland and moist soil conditions.

Pollinator Habitat Zones will be planted within the following locations:

- Areas with low risk of herbicide/insecticide drift from neighboring properties (PHU and PHM)
- Areas with low to moderate risk of weedy species invasion (PHU and PHM)
- Areas with infrequent mowing activities in PHU and PHM
- Areas where soil moisture conditions limit management activities

4.2.3 Monarch Habitat (MH) Zone

Like the PHU and PHM Zones, the Monarch Habitat (MH) Zone seed mix will be planted into the Sedge Grass Only Cover established in Phase 2 and will include low-growing, non-aggressive milkweed species (Appendix B, Table 4). Monarch caterpillars depend on milkweed species as host plants, and usually move from their milkweed host plant on which they are feeding to other vegetation to avoid predators. Common milkweed (*Asclepias syriaca*) in upland soils and marsh milkweed (*Asclepias incarnata)* in moist soils are too tall for use within the solar fields and have been excluded from this zone. The MH areas will be seeded either by broadcast method, seed drill, or plugs of live plants.

Monarch Habitat Zones will be planted within the following locations:

- Upland areas with low risk of herbicide/insecticide drift from neighboring properties
- Upland areas with low to moderate risk of weedy species invasion
- Upland areas with low risk of mowing between May 1 and October 1
- Upland areas within 1,640 feet of Pollinator Habitats
- Diverse Habitat Zone for Uplands (See Section 4.2.4, below) so that adult monarchs can find flowers and the nectar they provide

4.2.4 Diverse Habitat for Upland (DHU) and Moist Soil (DHM) Zones

The Diverse Habitat Zone will provide the most benefits for wildlife by providing host plants and habitat for a variety of pollinators and other beneficial native species. The Diverse Habitat seed mixes (Appendix B, Table 5) will feature a range of short and moderate statured plant species and display the greatest variety of plant life and color of all the plantings. Depending on soil moisture conditions, a subset of species will be selected for development of the Diverse mix for Upland (DHU) and a Diverse Habitat for Moist soil conditions (DHM).

Diverse Habitat Zones will be installed within the following locations:

- Areas with low risk of herbicide/insecticide drift from neighboring properties
- Areas within 1,640 feet of other Diverse Habitat Zones, Pollinator Habitats, or Monarch Habitats
- Areas with moderate to low risk of invasion by difficult-to-control perennials, such as thistle and Canada goldenrod
- Areas visible to the public, so enthusiasts of native wildflower and grass plantings can readily view them.

4.2.5 Native Seed Production (NP) Zone

Native Seed Production Zones may be selected as areas for growing native upland and moist soil plants for seed harvesting and future use on the Site. An experienced grower of native seeds and plants could be retained by the Project to establish and manage the Native Seed Production operations. Native seed is in high demand and availability of species is uncertain. Volatility in native seed availability is expected to continue for several years. Establishment of Native Seed Production Zones for onsite seed collection could help to alleviate the lack of availability of some native species.

Native Seed Production Zones are only suitable in the following locations:

- Areas with low risk of herbicide/insecticide drift from neighboring properties
- Open areas that are relatively flat
- Open areas that are 2.5 acres or larger
- Open areas next to access roads
- Open areas at a distance from places where weedy species are growing
- Areas not expected to be disturbed by solar facility maintenance activities

4.2.6 View Screening (VS) Zone

Identified View Screening Zones will be planted into the Sedge Grass Only Cover with a few native wildflowers beneath the woody species used for visual screening. This zone will screen or soften views of solar facilities with colorful, native vegetation (Appendix B, Tables 6a and 6b). While completely blocking views of solar arrays may not be possible, commonly used landscaping plants can soften or obscure the view of the Project by an observer standing at ground level.

4.2.7 Familiar Crop Screening (FCS) Zone

In some areas, installation of a tall familiar looking crop will be installed as part of site screening. Corn, for instance, may be installed in some edge areas to serve as a screen to portions of the site.

The percentage of the Paris Solar Farm proposed to be planted to the various zones is shown in Table 3.

Table 3. Proposed Ground Cover Percentages for Habitat Zones.

Proposed Ground Cover Plan	Typical % of Solar Field Sub-Array Area
Sedge Grass Only Cover (SGO)	75+%
Pollinator Habitat (PH)	20-30%
Monarch Corridor (MC)	2-5%
Diverse Habitat (DH)	1-3%
Native Seed Production (NP)	TBD
View Screening (VS)	TBD
Familiar Crop (FC)	TBD

4.3 Example Zone Planting Plan

Figures 8 & 9 offer an illustrative representation of how different seed mix zones may be located throughout the Site depending on existing land cover types, using a portion of Section 11 of T2N, R21E in the Town of Paris as an example. This area was chosen as it offers a selection of the different existing land use types and soil conditions that will be encountered across the entire site.

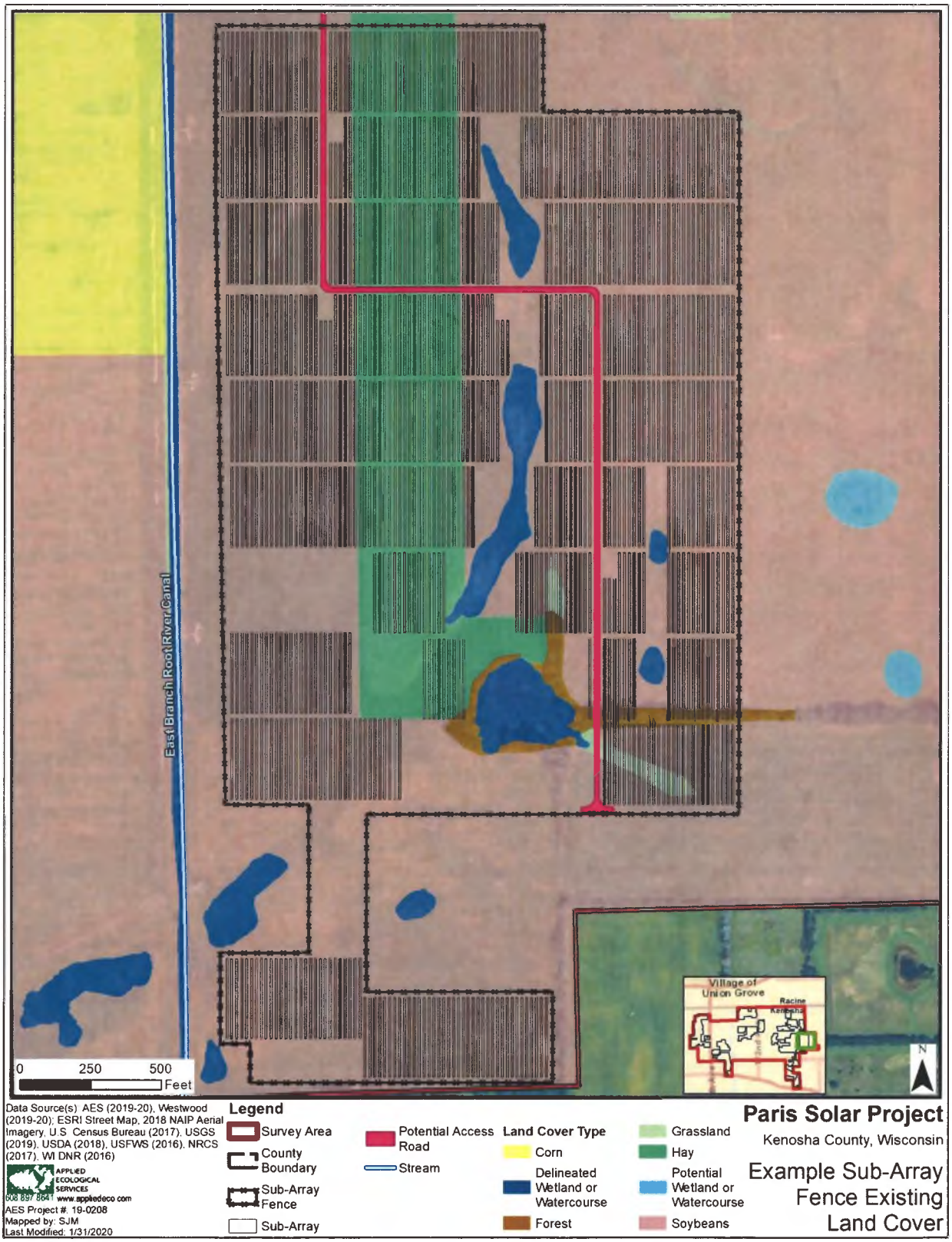

Figure 8. Existing Land Cover in a Portion of Section 11, T2N, R21E Paris Township.

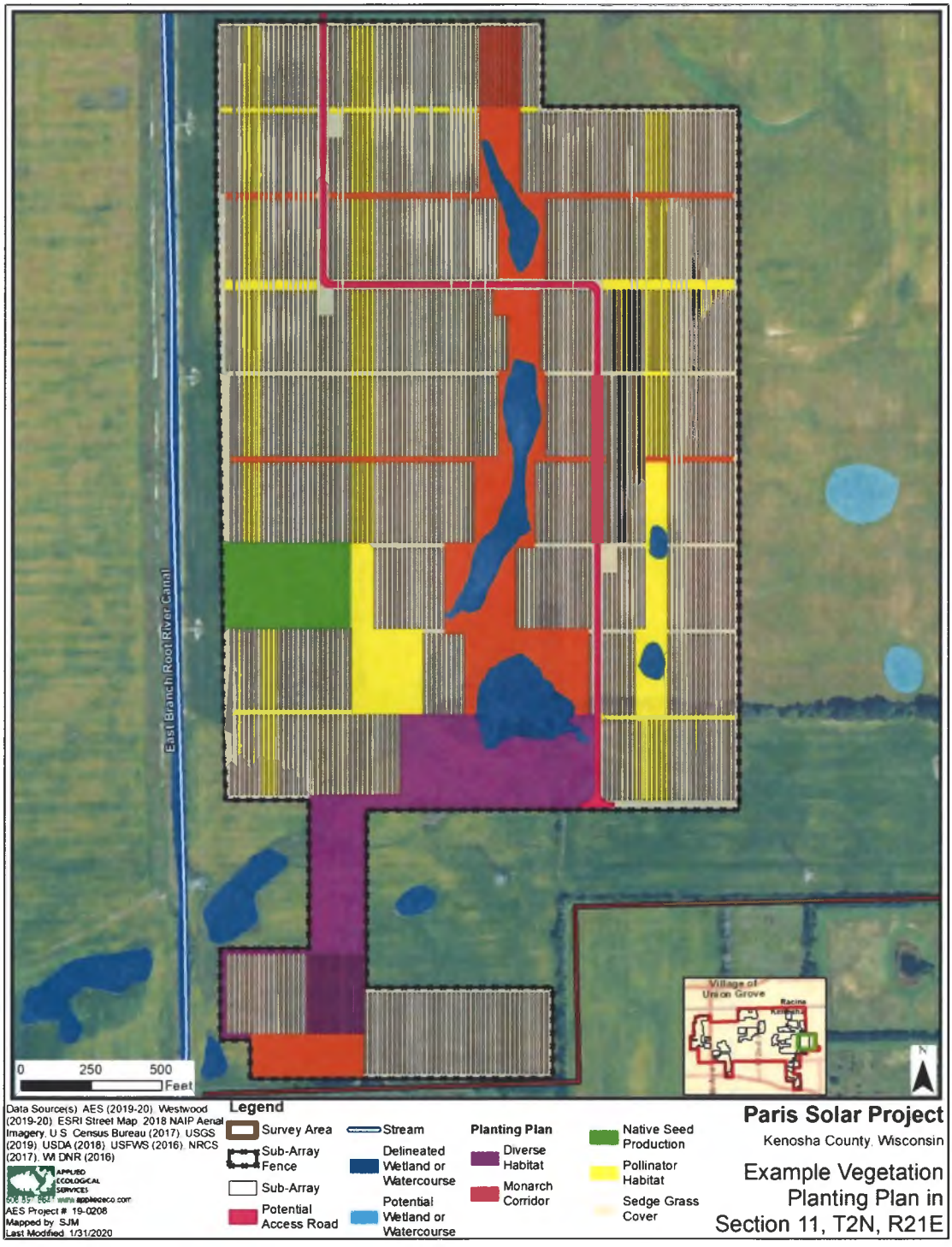

Figure 9. Example of a Vegetation Planting Plan for a Portion of Section 11, T2N, R21E Paris Township.

Note: Monarch, Diverse Habitat and Pollinator Habitat seeding will occur between, not under the panels.

5.0 Vegetation Establishment and Maintenance

Native plants require up to three years to mature and establish and depend on site preparation, their colonization ability and their management strategy. During the initial two years of plant growth, native perennial seedlings develop slowly compared to weeds that grow rapidly, emphasizing the importance of soil preparation and vegetation management during their establishment period. The resource allocation of native perennial plants is mostly into root development during the initial years, while annual weeds (by their very nature) allocate their resources into stems, leaves, flowers and seed production. The management techniques and schedules employed recognize these different growth strategies to leverage the resource allocation differences of the species. The vegetation establishment period for this Strategy focuses on ensuring the Sedge Grass Only Cover seed mixes for Upland and Moist soil areas (SGOU and SGOM) develop relatively quickly, stabilize the soil and create a favorable environment for potential over-seeding of the other seed mixes.

Vegetation maintenance begins in the first year of native plant installation and will last for the life of the Solar Farm with the most intense maintenance period occurring in the first 3-5 years. Maintenance will focus on invasive plant control, especially tall invasive native and non-native annuals, perennials and woody species. Prevention of tree and shrub invasion and establishment of weeds from surrounding outside sources will need to be a management focus. Proper timing of maintenance activities is essential to minimize the development and spread of weed and woody species seeds. The maintenance activities include the following:

Mowing. During Year 3 and beyond, mowing will take place in mid-summer (~mid-July) or later to maintain vegetation height under 18 inches to avoid shading the PV panels and to avoid disturbing ground nesting birds and their young as well as avoid peak monarch butterfly movements. Alternately, the mowing schedule may be adjusted across zones in any year (e.g., mowing of Monarch Habitat Zone to align with peak benefit to monarch butterflies). A second mowing in fall or winter, if necessary, will be scheduled. Annual mowing will prevent woody species establishment. In areas of high soil moisture, mowing may need to be scheduled when ground is dry enough to prevent tire rutting or when the moist soil areas are frozen. Specialized mowing equipment, such as a tractor with low impact tires, may need to be implemented at times in high moisture areas.

Spot-Herbicide Treatments. A limited application of herbicides to individual plants and groups of plants will be used one or more times per year, as needed.

Outside ROW and Tree Line Management. Weedy herbaceous and woody plant species will likely enter the solar farm from Rights-of-Way (ROW) and tree lines crossing through the Site. ROW and tree lines will be a top priority for monitoring high potential of invading species through seed dispersal, with spot-herbicide treatments to be performed as-needed. Removal of the mother plants of the problematic species in the tree lines and ROW should be considered. Seed production and seed dispersal by native and non-native trees, shrubs and herbaceous species from nearby and adjacent ditches, woodlots and treelines will need to be

monitored prior to and after the solar arrays have been installed. The dense root and stem matrix of the Sedge Grass Only Cover in upland soil areas will limit or prevent some woody and herbaceous species seed from establishing. However, moist and wet soil areas will be more susceptible to invasion and establishment of some wind dispersed woody and tall herbaceous species such as cottonwood, cattail and Phragmites.

Monitoring. Periodic inspections of the establishing and established vegetation will be made to detect both native and non-native invasive species issues, ensure plant growth is not shading part of the panel array, and identify erosion and soil stabilization issues. The results of the inspections will provide recommendations on management methods, erosion and soil stabilization issues and recommendations on additional seeding.

Remedial Seeding. Areas damaged by construction activities or otherwise failing to meet vegetation performance standards will require supplemental seeding alongside the mix applicable to the final planting plan.

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Appendix A. Vegetation Sampling Points at the Paris Solar Farm

Scientific Name	Common Name	Vegetation Sample Point ID					Frequency (%)
		P1	P2	P3	P4	Reference Area	
Desirable Native Species							
Apocynum sp.	Dogbane					1	20%
Asclepias syriaca	Common milkweed			1		1	40%
Carex scoparia	Broom sedge					1	20%
Carex sp.	Sedge					1	20%
Cornus amomum	Silky dogwood					1	20%
Cornus racemosa	Gray dogwood		1	1		1	60%
Echinocystis lobata	Wild cucumber	1					20%
Galium triflorum	Fragrant bedstraw	1					20%
Helianthus grosseserratus	Saw-tooth sunflower					1	20%
Helianthus sp.	Sunflower					1	20%
Panicum virgatum	Switch grass					1	20%
Physocarpus opulifolius	Common ninebark					1	20%
Prunus americana	Wild plum					1	20%
Prunus serotina	Black cherry		1		1		40%
Schizachyrium scoparium	Little bluestem					1	20%
Solidago altissima	Late goldenrod					1	20%
Solidago riddellii	Riddell's goldenrod					1	20%
Sorghastrum nutans	Indian grass					1	20%
Non-native & Invasive Native Species							
Acer negundo	Boxelder		1				20%
Arctium minus	Common burdock	1					20%
Artemisia trifida	Giant ragweed						0%
Barbarea vulgaris	Yellow rocket	1					20%
Bromus inermis	Smooth brome	1	1	1	1	1	100%
Cichorium intybus	Chicory			1			20%
Crataegus sp.	Hawthorn		1				20%
Daucus carota	Queen Anne's lace					1	20%
Dipsacus sp.	Teasel						0%
Hemerocallis sp.	Day-lily		1				20%
Hesperis matronalis	Dame's rocket				1		20%
Juniperus virginiana	Red cedar					1	20%
Leonurus cardiaca	Motherwort	1					20%
Lolium arundinaceum	Tall fescue		1				20%
Malva neglecta	Common mallow	1					20%
Melilotus officinalis	Yellow sweet-clover			1			20%
Morus alba	White mulberry	1			1		40%
Panicum dichotomiflorum	Fall panic grass		1				20%
Phalaris arundinacea	Reed canary grass					1	20%
Phragmites australis	Common reed					1	20%
Plantago lanceolata	Narrow-leaved plantain		1				20%
Poa pratensis	Kentucky bluegrass			1		1	40%

Scientific Name	Common Name	Vegetation Sample Point ID					Frequency (%)
		P1	P2	P3	P4	Reference Area	
Rhamnus cathartica	Common buckthorn		1			1	40%
Rubus idaeus	Red raspberry			1			20%
Rubus occidentalis	Black raspberry	1					20%
Salix interior	Sandbar willow			1			20%
Setaria faberi	Giant foxtail	1					20%
Setaria pumila	Yellow foxtail		1				20%
Silene latifolia	White campion	1			1		40%
Taraxacum officinale	Dandelion	1	1				40%
Trifolium pratense	Red clover	1	1				40%
Typha angustifolia	Narrow-leaved cattail						0%
Vitis riparia	Riverbank grape		1				20%
Xanthoxylum americanum	Prickly ash				1		20%
Total Number of Desirable Native Species		**2**	**2**	**2**	**1**	**15**	
Total Number of Non-native & Invasive Native Species		**13**	**12**	**6**	**5**	**7**	
Total Number of Species		**15**	**14**	**8**	**6**	**22**	

Note: Species with 0% frequency were inventoried during the roadside survey of the entire site but we're not found in any of the five sampling locations.

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Appendix B. Proposed Seed Mixes

(These or similar species, depending on availability)

Table 1. Temporary Cover Crops for Use in the Paris Solar Farm Project. Apply at a rate of 20-50 lbs./acre as a single species or mix of species, depending on site conditions.

Botanical Name	Common Name	Soil Condition (mesic, moist, wet)
Avena sativa*	Oats	Mesic
Dactylis glomerata*	Orchard grass	Mesic
Echinochloa crusgalli	Barnyard grass	Moist, Wet
Elymus virginicus	Virginia wild rye	Moist, Wet
Hordeum jubatum*	Squirrel tail barley	Mesic
Lolium multiflorum*	Annual rye	Mesic, Moist
Panicum capillare	Common witch grass	Moist, Wet
Panicum dichotomiflorum	Knee grass	Moist, Wet
Phleum pretense*	Timothy	Mesic
Secale cereale*	Winter rye	Mesic, Moist

*Non-native species

Table 2. Moist and Upland Sedge Grass Only Cover (SGOM & SGOU) Plant Species for Use in the Paris Solar Farm Project.
For moist and wet soil conditions (SGOM) select FAC, FACW and OBL species. For upland soil conditions (SGOU) select FAC, FACU and UPL species. Use these mixes for establishment over the entire solar field.

Botanical Name	Common Name	Wetland Category	Functional Group	Form
Anthoxanthum hirta	Sweet vernal grass	FACU 7*	Perennial cool season grass	Rhizomatous
Bouteloua curtipendula	Side oats grama	UPL 8	Perennial warm season grass	Rhizomatous
Bromus ciliata	Fringed brome	FACW 7	Perennial cool season grass	Rhizomatous
Bromus kalmia	Kalm's brome	FACU 8	Perennial cool season grass	Rhizomatous
Carex bebbii	Bebb's sedge	OBL 4	Perennial sedge	Bunch
Carex bicknellii	Bicknell's sedge	UPL 6	Perennial sedge	Bunch
Carex blanda	Wood sedge	FAC 1	Perennial sedge	Bunch
Carex brevior	Short beak sedge	FACU 4	Perennial sedge	Bunch
Carex cristatella	Crested oval sedge	FACW 4	Perennial sedge	Bunch
Carex normalis	Spreading oval sedge	FAC 5	Perennial sedge	Bunch
Carex pellita	Wooly sedge	OBL 4	Perennial sedge	Rhizomatous
Carex scoparia	Broom sedge	OBL 4	Perennial sedge	Bunch
Carex stipata	Awl Fruited sedge	OBL 2	Perennial sedge	Bunch
Carex vulpinoidea	Brown fox sedge	OBL 2	Perennial sedge	Bunch
Eleocharis erythropoda	Red rooted spikerush	OBL 6	Perennial spikerush	Rhizomatous
Eleocharis obtusa	Blunt spikerush	OBL 8	Annual spikerush	Bunch
Elymus virginicus	Virginia wild rye	FACW 4	Perennial cool season grass	Bunch
Glyceria striata	Fowl manna grass	OBL 4	Perennial cool season grass	Bunch
Hordeum jubatum	Squirrel-tail barley	FAC 0	Perennial cool season grass	Bunch
Juncus acuminatus	Tufted rush	OBL 6	Perennial rush	Bunch
Juncus canadensis	Canada rush	OBL 7	Perennial rush	Bunch

Table 2. Continued Botanical Name	Common Name	Wetland Category	Functional Group	Form
Juncus dudleyi	Dudley's rush	FACW 4	Perennial rush	Bunch
Juncus effusus	Common rush	OBL 4	Perennial rush	Bunch
Juncus tenuis	Path rush	FACU 1	Perennial rush	Bunch
Juncus torreyi	Torrey's rush	FACW 4	Perennial rush	Rhizomatous
Koeleria micrantha	June grass	UPL 7	Perennial cool season grass	Bunch
Leersia oryzoides	Rice cut grass	OBL 3	Perennial cool season grass	Rhizomatous
Muhlenbergia mexicana	Muhly grass	FACW 4	Perennial cool season grass	Bunch
Phleum pratense	Timothy	UPL	Perennial non-native cool season grass	Bunch
Sporobolus heterolepsis	Prairie Dropseed	FACU 10	Perennial cool season grass	Bunch

*Number represents Native Coefficient of Conservativism

Table 3. Moist and Upland Pollinator Habitat (PHM and PHU) Plant Species for Use in the Paris Solar Farm Project.
Each area will contain at least 3 species each early, mid and late season, and an annual for 1st season forage. For moist soil mixes (PHM) select FAC, FACW and OBL species and for upland soil mixes (PHU) select FAC, FACU and UPL species.

Botanical Name	Common Name	Wetland Category	Functional Group	Bloom Time Season
Allium cernuum	Nodding wild onion	FAC 7*	Perennial forb	Summer
Anemone canadensis	Meadow anemone	FACW 4	Perennial forb	Spring
Annuals for Sun	Annual mix	n/a	Annual forb	Summer, Fall
Asclepias tuberosa	Butterfly milkweed	UPL 6	Perennial forb	Summer
Chamaecrista fasciculata	Partridge pea	FACU 5	Annual forb, legume	Summer, Fall
Coreopsis lanceolata	Sand coreopsis	FACU 5	Perennial forb	Spring, Summer
Dalea candida	White prairie clover	UPL 8	Perennial forb, legume	Summer
Dalea purpurea	Purple prairie clover	UPL 9	Perennial forb, legume	Summer, Fall
Lobelia cardinalis	Cardinal flower	OBL 7	Perennial forb	Summer
Lobelia siphilitica	Great blue lobelia	FACW 5	Perennial forb	Summer
Lythrum alatum	Winged loosestrife	OBL 6	Perennial forb	Summer
Oligoneuron album	Stiff aster (goldenrod)	FACU 10	Perennial forb	Fall
Rudbeckia hirta	Black-eyed Susan	FACU 1	Biennial forb	Summer, Fall
Solidago nemoralis	Dyer's weed	UPL 4	Perennial forb	Summer
Tradescantia ohiensis	Spiderwort	FACU 5	Perennial forb	Spring, Summer
Trifolium pratense L.	Red clover	UPL	Perennial non-native forb, legume	Spring

*Number represents Coefficient of Conservativism

Table 4. Monarch Corridor (MCU) Plant Species for Use in the Paris Solar Farm Project.
Contains at least one milkweed species and an annual for 1st season forage.

Botanical Name	Common Name	Wetland Category	Functional Group	Bloom Time Season
Annuals for Sun	Annual mix	n/a	Annual forb	Summer, Fall
Asclepias tuberosa	Butterfly weed	UPL 7*	Perennial forb	Summer
Asclepias verticillata	Whorled milkweed	UPL 1	Perennial forb	Summer, Fall

*Number represents Native Coefficient of Conservativism.

Table 5. Moist Soil and Upland Soil and Diverse Habitat (DHM and DHU) Plant Species for Use in the Paris Solar Farm Project.

For upland soil areas (DHU) select up to 20 species of mixed heights for those listed as FAC, FACU, and UPL. For wet and moist soil areas (DHM) select up to 20 species of those listed as FAC, FACW and OBL. For wetland areas select only FACW or OBL species. One or more representatives from these key groups; legumes, sedges, grasses, umbels, mints, asters, and sunflowers. Three or more blooming species in each spring, summer and fall.

Botanical Name	Common Name	Wetland Category	Functional Group	Bloom Time Season
Annuals for Sun	Annual mix	n/a	Annual forb	Summer, Fall
Asclepias incarnata	Swamp milkweed	OBL 4*	Perennial forb	Summer, Fall
Anemone canadensis	Meadow anemone	FACW 4	Perennial forb	Spring, Summer
Antennaria plantaginifolia	Plantain pussy toes	UPL 3	Perennial forb	Spring
Asclepias tuberosa	Butterfly milkweed	UPL 6	Perennial forb	Summer
Baptisia leucophaea	Cream wild indigo	UPL 7	Perennial forb	Spring
Bidens aristosa or cernua	Bearded beggar's ticks	FACW 3	Perennial forb	Summer
Bouteloua curtipendula	Side oats grama	UPL 8	Perennial warm season grass	N/A
Comandra umbellata	False toadflax	FACU 6	Perennial forb	Spring, Summer
Coreopsis lanceolata	Sand tickseed	FACU 8	Perennial forb	Spring
Coreopsis palmata	Prairie coreopsis	UPL 8	Perennial forb	Summer
Dalea candidum	White prairie clover	UPL 8	Perennial forb	Summer
Dalea purpureum	Violet prairie clover	UPL 7	Perennial forb	Summer
Dodecatheon meadia	Shooting star	FACU 6	Perennial forb	Spring
Echinacea purpurea	Purple coneflower	UPL 3	Perennial forb	Summer
Elymus canadensis	Canada wild rye	FAC 4	Perennial cool season grass	N/A
Epilobium coloratum	Cinnamon willow herb	OBL 3	Perennial forb	Summer
Eupatorium perfoliatum	Common boneset	FACW 6	Perennial forb	Summer
Gentiana alba	Yellowish gentian	FACU 9	Perennial forb	Summer, Fall
Gentiana andrewsii	Bottle gentian	FACW 6	Perennial forb	Summer
Iris virginica	Blue flag	OBL 5	Perennial forb	Spring, Summer
Liatris cylindracea	Cylindrical blazing star	UPL 9	Perennial forb	Summer
Liatris pycnostachya	Prairie blazing star	FAC 8	Perennial forb	Summer, Fall
Lobelia cardinalis	Cardinal flower	OBL 7	Perennial forb	Summer
Lobelia siphilitica	Great blue lobelia	FACW 5	Perennial forb	Summer
Lobelia spicata	Pale spiked lobelia	FAC 6	Perennial forb	Summer
Lupinus perennis	Wild lupine	UPL 7	Perennial forb, legume	Summer, Fall
Lythrum alatum	Winged loosestrife	OBL 6	Perennial forb	Summer
Mimulus ringens	Monkey flower	OBL 6	Perennial forb	Summer
Monarda fistulosa	Wild bergamot	FACU 4	Perennial forb	Summer, Fall
Monarda punctata	Horse mint	UPL 3	Perennial forb	Summer
Oenothera biennis	Evening primrose	FACU 0	Biennial forb	Spring, Summer
Oligoneuron riddellii	Riddell's goldenrod	OBL 7	Perennial forb	Summer
Oligoneuron rigidum	Stiff goldenrod	FACU 5	Perennial forb	Summer
Panicum capillare	Old witch grass	FAC 1	Annual grass	N/A
Panicum dichotomiflorum	Knee grass	FACW 0	Annual grass	N/A
Parthenium integrifolium	Wild quinine	UPL 8	Perennial forb	Summer, Fall
Penstemon calycosus	Small beardtongue	FACU 7	Perennial forb	Spring, Summer

Table 5 Continued Botanical Name	Common Name	Wetland Category	Functional Group	Bloom Time Season
Penstemon digitalis	Beardtongue	FAC 4	Perennial forb	Spring, Summer
Penstemon grandiflorus	Large Beardtongue	UPL 4	Perennial forb	Spring, Summer
Penthorum sedoides	Ditch stonecrop	OBL 3	Perennial forb	Summer
Ratibida pinnata	Yellow coneflower	UPL 4	Perennial Forb	Summer, Fall
Rudbeckia hirta	Black-eyed Susan	FACU 1	Biennial forb	Summer, Fall
Rudbeckia triloba	Brown-eyed Susan	FACU 3	Perennial forb	Summer, Fall
Schizachyrium scoparium	Little bluestem	FACU 5	Perennial warm season grass	N/A
Senecio plattensis	Prairie groundsel	FAC 6	Perennial forb	Spring, Summer
Senna hebecarpa	Wild senna	FACW 9	Perennial forb, legume	Summer, Fall
Sisyrinchium albidum	Blue-eyed grass	FACU 7	Perennial forb	Spring, Summer
Solidago nemoralis	Old-field goldenrod	UPL 4	Perennial forb	Summer, Fall
Solidago speciosa	Showy goldenrod	FACU 5	Perennial forb	Summer, Fall
Symphyotrichum ericoides	Heath aster	FACU 4	Perennial forb	Fall
Symphyotrichum laeve	Smooth blue aster	FACU 6	Perennial forb	Summer, Fall
Symphyotrichum oolentangiens	Sky blue aster	UPL 8	Perennial forb	Summer
Symphyotrichum sericeus	Silky aster	UPL 5	Perennial forb	Fall
Tradescantia ohiensis	Common spiderwort	FACU 5	Perennial forb	Summer
Veronicastrum virginicum	Culver's root	FAC 7	Perennial forb	Spring, Summer
Zizia aptera	Heart-leaved meadow parsnips	FACU 9	Perennial forb	Spring, Summer
Zizia aurea	Golden alexanders	FAC 7	Perennial forb	Spring, Summer

*Number represents native Coefficient of Conservativism

Table 6a. View Screen Perennial Plant Species for use in the Paris Solar Farm Project. Species selected for optional screening and selective herbicide control.

Botanical Name	Common Name	Wetland Category	Herbicide Tolerance	Stature
Allium canadense	Wild garlic	FACU 2*	Low tolerance	Short
Asclepias tuberosa	Butterfly milkweed	UPL 6	Moderate tolerance	Medium
Bouteloua curtipendula	Side oats grama	UPL 8	Moderate tolerance	Short
Chamaecrista fasciculata	Partridge pea	FACU 5	High tolerance	Short
Coreopsis lanceolata	Sand coreopsis	FACU 5	High tolerance	Short
Dalea purpurea	Purple prairie clover	UPL 9	High tolerance	Short
Echinacea purpurea	Purple coneflower	UPL 3	Moderate tolerance	Medium
Elymus canadensis	Canada wild rye	FAC 4	Low tolerance	Medium
Liatris aspera	Rough blazing star	UPL 6	Moderate tolerance	Medium
Monarda fistulosa	Wild bergamot	FACU 4	Low tolerance	Medium
Penstemon digitalis	Beardtongue	FAC 4	Low tolerance	Medium
Ratibida pinnata	Yellow coneflower	UPL 4	Low tolerance	Medium
Rudbeckia hirta	Black-eyed Susan	FACU 1	Moderate tolerance	Short
Schizachyrium scoparium	Little bluestem	FACU 5	High tolerance	Short
Solidago nemoralis	Old-field goldenrod	UPL 4	Moderate tolerance	Short
Verbena hastata	Blue vervain	FACW 4	Low tolerance	Medium

*Number represents Native Coefficient of Conservativism

Table 6b. View Screen Small Trees and Shrubs.
Species selected for low risk of invasion and moderate maximum height and width.

Botanical Name	Common Name	Wetland Category	Height (feet)	Width (feet)
Amelanchier laevis	Serviceberry	UPL 8*	15	15
Aronia prunifolia	Chokeberry	FACW 7	4	2
Carpinus caroliniana	Hornbean	FAC 6	15	10
Ceanothus americanus	New Jersey tea	UPL 6	2	2
Corylus americana	American hazelnut	FACU 5	10	4
Hamamelis virginiana	Witch hazel	FACU 8	10	10
Hypericum prolificum	Shrubby St. John's wort	FACU 9	4	4
Ilex verticillata	Winterberry	FACW 10	6	3
Malus ioensis	Prairie crabapple	UPL 3	15	10
Rosa blanda	Early wild rose	FACU 5	4	4
Rosa carolina	Carolina rose	FACU 5	2	2
Rosa setigera	Savanna rose	FACU 7	5	6
Salix humilis	Prairie willow	FACU 6	4	2
Spiraea alba	Meadowsweet	FACW 4	3	2
Spiraea tomentosa	Steeple bush	FACW 6	3	2
Vaccinium spp.	Blueberry	FACW 6-10	3	2
Viburnum prunifolium	Black haw viburnum	FACU 5	12	10
Viburnum acerifolium	Maple leaf viburnum	UPL 7	6	6
Viburnum trilobum	Highbush cranberry	FACW 6	8	4

*Number represents Native Coefficient of Conservativism

*The Coefficient of Conservatism is a number from 0-10 given to each native species occurring in a regional flora. It represents an estimated probability that a species is likely to occur in a landscape relatively unaltered from what is believed to be a pre-settlement condition. The most conservative species (numbers 9-10) require a narrow range of ecological conditions, are intolerant of disturbance and are unlikely to be found outside undegraded remnant natural areas. The least conservative species (numbers 0-3) can be found in a wide variety of settings and thrive on disturbance.

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Ex.-Town of Paris-Holloway-4r

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Proposed MOU

Applied Ecological Services, Inc.

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EXHIBIT E
DRAIN TILE MANAGEMENT PLAN

1. **Impact on Drain Tile.** Due to the prevalence of poorly drained soils and installed agricultural drain tiles, it is expected that Project construction may impact drain tiles within the Project Area. Paris Solar engaged Ellingson Technology and Engineering, a qualified and experienced drain tile expert, to proactively enact a multi-faceted approach to identify the locations of drain tile within the Project Area. First, Paris Solar reviewed historical satellite imagery of the Project Area to better identify drain tile locations. Next, Paris Solar reached out to all participating landowners to ask for their assistance in locating tile; requesting drain tile maps, personal general knowledge of their property, and knowledge of existing tile that was placed without written record. Paris Solar will continue communication with landowners within the Project Area on a parcel by parcel basis as construction approaches, utilizing field location services when necessary.

2. **Stormwater Management Practices.** Contrary to typical agriculture and farming activities, where drain tile is the primary solution to drainage issues, Paris Solar maintains the ability to utilize a host of stormwater best management practices such as infiltration basins, filtration basins, stormwater berms, rock checked dams, rock lined diversion channels, and vegetation management that adequately address runoff from fenced project areas. Given that stormwater runoff is predicted to be equal to or less than pre-construction and operation conditions, all of the above stormwater practices may be utilized and deemed adequate.

3. **Identification of Drain Tiles.** Paris Solar will continue to take a proactive approach to identify the location of drain tiles, in an effort to mitigate damage to existing tile. Paris Solar will make commercially reasonable efforts to prevent damage to drain tile mains through locating the mains prior to construction and to the maximum extent practicable incorporating the identified locations into engineering designs. In the event damage to a drain tile main is unavoidable and such damage would result in increased stormwater runoff to participating or non-participating property outside of the fenced array area, Paris Solar may use one or more of the approaches noted below:

    a) Approved stormwater best management practices to reduce runoff equal to or less than pre-construction and operation conditions;

    b) Re-route impacted drain tile outside of the fenced array boundary; or

    c) Repair the existing drain tile main inside of the fenced boundary.

4. **Landowner Complaint Process.** If any drainage issue is identified within three years after construction is completed, and thought to result from the construction of the Project, that issue may be brought to the attention of the Paris Solar and addressed using the following procedure:

    a. If any non-participating landowner identifies drainage issues on their property that are thought to be attributable to damage to drainage infrastructure caused by the Project, the landowner may file a complaint regarding such issue with the Paris Solar Operations Manager, or an interim contact person, which contact information shall be provided to the Town at the preconstruction meeting. Paris Solar shall keep up to date information as to appropriate contact information and shall provide that information to the Town.

b. Any landowner complaints of drainage issues appearing on any property that are plausibly associated with the Project in Paris Solar's reasonable judgment shall be investigated by Paris Solar within two weeks following issuance of the complaint.

c. If during that two-week review window it is confirmed by Paris Solar that the drainage issue is indeed caused by the Project, Paris Solar will confirm such with the complainant in writing and enter into a written agreement with the complainant as to repair work. In determining whether the drainage issue is resulting from the Project's construction, Paris Solar shall review and consider any evidence presented by a landowner and/or the Town.

d. Paris Solar shall make commercially reasonable efforts to complete any agreed upon repair work within two weeks after the written agreement is obtained.

e. Paris Solar shall be responsible for all expenses, identified and agreed to in writing and incurred directly by Paris Solar, relating to repairs, restoration, relocations, reconfigurations and replacements of drainage infrastructure and systems that are damaged and result in adverse drainage conditions to non-participating property as a result of Project construction.

f. If Paris Solar fails to undertake repair work that is deemed to be caused by the Project within thirty (30) days of entering into a written agreement, the Town may provide notice to Paris Solar with a request to comply with this provision.

g. Paris Solar shall notify the Town when a complaint is filed, upon completion of the two-week review, and upon completion of repair work if such repair work is determined necessary.

h. Paris Solar agrees that it shall reasonably cooperate with investigations of damaged drain tile or drainageways conducted by participating or non-participating landowners.

5. **Long Term Drainage Concerns.** Following the three year post-construction window, non-participating landowners may continue to bring complaints regarding drainage issues to the Paris Solar Operations Manager. Paris Solar will continue to review and reasonably comply with drainage related complaints brought to the Operations Manager on an as-needed basis throughout the operating life of the project. Regardless of the date of the complaint, if drainage infrastructure or systems are damaged by any cause thoroughly reviewed and determined to be the direct result of the Project and the result is reduced drainage performance that adversely affects landowners, Project Owner shall restore the drainage infrastructure or system to pre-existing condition or better pursuant to Section 5 of the Agreement and shall negotiate the terms of the repairs in good faith.

6. **Coordination.** Following the Post-Construction meeting, Paris Solar will meet with the Town of Paris on an as-needed basis to discuss drainage related issues.

7. **Funds for Drainage Tile Repairs.** Paris Solar shall ensure adequate funds are allotted and budgeted for drainage mitigation and repair activities during both the Project's construction phase and through the operating life of the Project.

8. **Other Remedies.** Nothing in this Exhibit E shall be construed to limit the Town's ability to seek relief as otherwise provided by law.

EXHIBIT F
DECOMMISSIONING PLAN

1. At the cessation of commercial operation, Paris Solar shall, at its expense, remove all Project components including solar arrays and associated facilities to a depth of four feet below ground and restore the land to a condition reasonably similar to pre-existing conditions, including de-compacting areas where project access roads were installed and any other areas of substantial soil compaction. The Project's Access Roads can remain in place if requested by the property owner. Removal and disposal of all Project components shall include the following:

- Modules will be inspected for physical damage, tested for functionality, and removed from racking. Functioning modules will be packed and stored for reuse. Non-functioning modules will be sent to the manufacturer or a third party for recycling or other appropriate disposal method.
- Racking, poles, and fencing will be dismantled/removed and will be sent to a metal recycling facility. Holes will be backfilled.
- Project facilities will be removed to a depth of four feet as part of decommissioning.
- Aboveground wire will be sent to a facility for proper disposal and/or recycling. Belowground wire will be cut back to a depth of four feet and abandoned in place.
- Aboveground conduit will be disassembled onsite and sent to a recycling facility.
- Junction boxes, combiner boxes, and external disconnect boxes will be sent to an electronics recycler.
- Inverters will be sent to the manufacturer or an electronics recycler as applicable and functioning parts will be reused.
- Material from concrete pads will be removed and sent to a concrete recycler.
- Computers, monitors, hard drives, and other components will be sent to an electronics recycler and functioning parts will be reused.

Unless otherwise requested by the landowner, permanent access roads constructed for the Project will be removed.

2. Decommissioning is estimated to take approximately twelve months to complete and the decommissioning crew will ensure that all equipment is recycled or disposed of properly.

3. To facilitate a return to agricultural use following decommissioning, the land would be tilled to break the new vegetative growth, which will have enhanced the topsoil condition through its operating life.

4. Paris Solar will be responsible for decommissioning the Project and associated facilities. Paris Solar has included an obligation to decommission the Project components in the Project's solar lease and easement agreements with participating landowners. At the 15th anniversary of the commencement of operations, Paris Solar will post a commercially reasonable financial assurance, such as a surety bond, letter of credit, escrow account, reserve fund, parent guarantee or other suitable financial mechanism, in the amount of the difference between the reasonably estimated costs of decommissioning the Project and the reasonably estimated salvage value of the Project improvements, as determined by an independent engineer.

Upon receipt of a CPCN and evaluation of all permit conditions, Paris Solar will prepare a site-specific decommissioning cost estimate. In advance of this, Paris Solar has conducted further research of third-party projects and expects the total cost of decommissioning of Paris Solar at the end of its useful life would be in the range of $0 to $8.9 million net of salvage value.