RESOLUTION NO. 033-2024-2026

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE PORTAGE COUNTY BOARD OF SUPERVISORS:

RE: APPROVING AND AUTHORIZING THE JOINT DEVELOPMENT AGREEMENT BETWEEN VISTA SANDS SOLAR LLC, THE TOWNS OF GRANT, PLOVER, AND BUENA VISTA, THE VILLAGE OF PLOVER, AND PORTAGE COUNTY

WHEREAS, Vista Sands Solar LLC desires to develop, construct and operate a 1,310.4-megawatt alternating current solar photovoltaic electrical generating facility with necessary associated facilities such as generation tie lines, new substations, power collection lines, transmission lines, an operations and maintenance facility, a battery energy storage system, and access roads in the Towns of Grant, Plover, and Buena Vista, the Village of Plover, and Portage County (Project). In order to build the Project, Vista Sands Solar LLC has applied for and must receive a Certificate of Public Convenience and Necessity from the Public Service Commission of Wisconsin (PSCW); and

WHEREAS, the Towns, the Village, and the County (Parties) agree that it is in the best interests of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to the Project's use in a Joint Development Agreement; and

WHEREAS, the Parties agree that the Project is under the jurisdiction of the PSCW; and

WHEREAS, the Parties further agree that the attached Joint Development Agreement (JDA) is the product of joint negotiations, and its primary purpose is to foster cooperation and good faith dealing; and

WHEREAS, the Town of Grant and the Town of Plover have approved and signed the JDA.

FISCAL NOTE: There are no fiscal obligations for the County associated with this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Portage County Board of Supervisors hereby approves the attached Joint Development Agreement between Vista Sands Solar LLC, the Towns of Grant, Plover, and Guena Vista, the Village of Plover, and Portage County, and authorizes the County Executive, the County Board Chair, and/or the Corporation Counsel or designee to execute the JDA as well as any and all documents related thereto.

DATED THIS 20TH DAY OF AUGUST 2024.

RESPECTFULLY SUBMITTED,
PLANNING AND ZONING COMMITTEE

Date: July 23, 2024

AYE
Vinnie Miresse – Chair

AYE
Steve Cieslewicz – Vice Chair

AYE
Larry Raikowski

EXCUSED
Amberle Schwartz

AYE
Janell Wehr

PSC REF#:506219

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Public Service Commission of Wisconsin
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JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (Agreement) is made by, among and between Vista Sands Solar LLC (Vista Sands Solar), the Towns of Grant, Wisconsin (Grant), Plover, Wisconsin (Plover), Buena Vista, Wisconsin (Buena Vista) (each, a Town and collectively, the Towns), the Village of Plover, Wisconsin (Village), and Portage County, Wisconsin (County) (the Towns, Village, and County, together, are referred to herein as Local Governments), on this 20th day of June, 2024 (Effective Date). Vista Sands Solar and each of the Local Governments are referred to herein individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, Vista Sands Solar desires to develop, construct and operate a 1,310.4-megawatt alternating current (MW) solar photovoltaic electrical generating facility with necessary associated facilities such as generation tie lines, new substations, power collection lines, transmission lines, an operations and maintenance facility, a battery energy storage system (BESS), and access roads in the Towns, Village,[1] and County (Project). To build the Project, Vista Sands Solar must apply for and receive one or more Certificates of Public Convenience and Necessity (CPCN) from the Public Service Commission of Wisconsin (PSCW); and

WHEREAS, Vista Sands Solar represents that it leases, has options to purchase, or has other contractual rights over all of the land comprising the real property legally described in the Project application to the PSCW and is authorized to engage in this Agreement and incur the obligations identified herein with respect to the Project that Vista Sands Solar intends to construct and operate; and

WHEREAS, the Parties agree that it is in the best interests of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to the Project's use of, among other things, County, Village, and Town roads, rights-of-way and drainage systems during construction and operation of the Project; and

WHEREAS, the Parties agree that the Project is subject to the jurisdiction and authority of the PSCW; and

WHEREAS, the Parties further agree that this Agreement is the product of joint negotiations, and its primary purpose is to foster cooperation and good faith dealing among them with respect to the Project; and

WHEREAS, the Parties recognize that this Agreement serves to preserve and protect the public health and safety, does not significantly increase the cost of the Project, and does not significantly decrease its efficiency as set forth in Wis. Stat. § 66.0401; and

[1] The Project's current design sites only alternate arrays within the Village.

WHEREAS, the Parties intend this Agreement to be a binding and enforceable contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

1. **Planning.** The Project is subject to the PSCW's jurisdiction, authority, and approval. The Project's preliminary site plans are subject to PSCW approval with respect to substantive site design changes. The Project is generally consistent with Local Governments' land use plans and zoning codes. Vista Sands Solar agrees to apply for and obtain all required approvals from Local Governments that are not preempted by a CPCN approval under Wis. Stat. § 196.491(3). Parties will promote emergency preparedness, the health and safety of their employees, authorized representatives, and the Local Governments' residents by performing the following:

    a. At least sixty (60) days prior to the Start of Construction,[2] Vista Sands Solar shall provide said start date to the Local Governments;

    b. At least sixty (60) days prior to the Start of Construction, Vista Sands Solar will hold an on-site meeting with local emergency response personnel. Discussion and action topics for said meeting shall include the construction site-specific emergency action plan and emergency response information, including Project site meeting points, emergency equipment locations, and construction plans. During the course of construction, at least one emergency drill will be scheduled, at which local emergency responders will be invited to participate. As available, written copies of emergency action plans and site maps will be provided to local emergency responders with copies to Local Governments; and

    c. At least sixty (60) days prior to the Start of Construction, the Parties shall identify safety concerns and structural issues of any road or structure and agreed upon mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues. Final decisions as to traffic routing shall be at the sole reasonable discretion of the Local Governments that have jurisdiction over said roads, and consistent with any Local Governments' process required for such routing; and

[2] "Start of Construction" means the placement and/or staging of material and/or equipment, excavation, placement of facilities or any other substantial action adversely affecting the natural environment of the site, but does not mean site clearing or soil borings necessary to determine foundation conditions or other site monitoring.

d. At least thirty (30) days prior to the Start of Construction, Vista Sands Solar's representatives shall meet in person with the Local Government officials[3] responsible for roads and drainage and with local emergency responders to present final plans for the proposed use of public roads, location of equipment laydown yards, finalize construction scheduling, discuss safety practices, and further coordinate local emergency response capabilities, which may include access to high capacity wells in the Project (the Pre-Construction Meeting). Vista Sands Solar shall advise Pre-Construction Meeting attendees about planned equipment on site, material delivery types, any anticipated road closures, and schedules for the same.

e. No later than the date of the Pre-Construction Meeting, Vista Sands Solar shall provide the contact person for each Local Government with copies of any glare, sound, electromagnetic frequency, and storm water studies which were previously submitted in conjunction with the PSCW's CPCN review process; and

f. During the period of Project construction, representatives of Vista Sands Solar shall provide monthly written updates to Local Governments on the Project construction progress. No later than ninety (90) days after the Start of Construction, Vista Sands Solar shall schedule a meeting with Local Governments, at a date and time agreed by all Parties, to report on and discuss construction progress; and

g. No later than ninety (90) days after the Commercial Operation Date (COD), Vista Sands Solar shall schedule an on-site meeting inviting local emergency responders to discuss the operation's site-specific emergency action plan and emergency response information such as meeting points, locations of emergency equipment, and operation plans. No later than six (6) months after the COD, Vista Sands Solar shall schedule and conduct an emergency response drill, and shall invite local emergency responders to attend and participate; and

h. If required by applicable Local Government laws, Vista Sands Solar shall obtain approval, which the applicable Local Governments shall not unreasonably withhold, for all field access points to a public road from those Local Governments that have jurisdiction; and

i. Upon commercial operation of the Project, access to the Project site areas, other than to any substation area, shall be secured by a Knox Box installed at each access point. Vista Sands Solar shall provide emergency responders with access information to each Knox Box

[3] Representatives under this provision shall be designated by each Local Government entity.

and shall provide each Local Government's contact person with the contact information for each emergency responder contact who has been provided access information.

2. **Project's Use of Roads and Road Repair Obligations.**

a. Project site roads are those internal roadways located on the real property which encompasses the Project and which provide access to public roadways for on-site equipment, construction, and operation. Vista Sands Solar shall construct twelve to sixteen (12-16) foot wide Project site roads to provide access to public roadways and on-site equipment for construction and operation, and up to 20 foot wide Project site roads where necessary for emergency response purposes. The roads will be constructed primarily at grade to maintain the site drainage characteristics. Vista Sands Solar may install culverts in areas of confined/preferential flow to maintain surface water flow under the constructed access roads. In doing so, Vista Sands Solar shall obtain applicable permits with state and/or federal agencies. Vista Sands Solar will begin construction of the internal site roads by removing the topsoil and organic material, then compact and construct the subgrade per civil design requirements, before adding and compacting a layer of road base.

The Project site roads shall consist of and be maintained with an all-weather surface. The Local Governments shall not be responsible for construction or maintenance (including snowplowing) of any Project site roads. Vista Sands Solar shall make reasonable efforts to maintain the Project site roads in a dust-free manner such that the dust from the Project site roads does not leave the Project real property and unreasonably impact neighboring property owners.

The site access points for the Project site roads onto public roads shall be a maximum of forty feet (40') in width. All site access points shall comply with the Towns' driveway ordinance to the extent applicable, including obtaining driveway permits, where applicable.

b. Vista Sands Solar shall document by video the pre-construction conditions of all public roads to be used during construction and during the term of this Agreement. Vista Sands Solar shall commission a report prepared by an independent Wisconsin-licensed Civil Engineer to document and confirm the pre-construction condition of the portions of public roads anticipated to be used during construction. Vista Sands Solar shall provide the name of the Civil Engineer to the Local Governments not less than thirty (30) days before the Civil Engineer begins working on the report and shall also

provide such report to the Local Governments not less than thirty (30) days prior to the Start of Construction.

c. Motor vehicles used by or on behalf of Vista Sands Solar, its contractors, subcontractors, and employees during construction and for the term of this Agreement that exceed 7.5 tons (15,000 pounds) shall use only those roads listed in this Section 2(c) (hereinafter "Local Government Roads"). The Local Government Roads are attached hereto and incorporated herein as Addendum 1. The Parties shall meet no later than sixty (60) days before the Start of Construction to discuss any necessary additions or deletions to the list of Local Government Roads in Addendum 1, including the elimination of roads that are not necessary for construction of any or all of the Project as finally designed and approved by the PSCW. No other Local Government roadways may be used as a route of vehicular travel by motor vehicles exceeding 7.5 tons except as otherwise agreed to by Vista Sands Solar and any Local Government with jurisdiction over such roadway. Vista Sands Solar shall reimburse the Local Governments for the cost of signage and installation to assure compliance with routes of travel.

d. Upon completion of construction and at subsequent times during the Term of this Agreement, Vista Sands Solar shall:

1) During and reasonably after Project construction, repaneling, and decommissioning, pay for the costs to reconstruct that portion of Local Government Roads as reasonably deemed necessary by the Local Governments to as good or better condition than pre-Project construction, repaneling or decommissioning;

2) Except for those periods described in Section 2(d)(1), and during the Term of this Agreement, pay for the costs to repair the Local Government Roads as reasonably deemed necessary by the Local Governments. Said repair shall be limited to reimbursing the Local Governments for reasonable repair for Local Government Roads damaged (other than normal wear and tear) due to use by Vista Sands Solar; and

3) Vista Sands Solar shall pay 75 percent of all costs to reconstruct, repair and maintain (including re-surfacing and re-asphalting) the Local Government Roads for those periods described in Section 2(d)1. Vista Sands Solar shall pay 50 percent of all costs to repair (including re-surfacing and re-asphalting) the Local Government Roads for that period and of the type of repairs described in Section 2(d)2.

e. The Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables, and other equipment (collectively, the Facilities), Project Facilities may cross or use approved road rights-of-way and/or drainage systems. Vista Sands Solar shall seek and obtain all permits typically required of others under the applicable Local Government ordinances for use of public roads, such as driveway permits, utility permits, and rights-of-way crossing permits, and Local Government shall not unreasonably withhold such approval. All underground borings shall commence and terminate outside of the right-of-way, unless otherwise approved by the applicable permitting entity.

The Local Governments do not warrant that the public title to any right-of-way is free and clear, do not certify that they have sole ownership, and do not indicate any intention to defend Vista Sands Solar in its peaceful use and occupancy of said lands. This Agreement is not intended to transfer any title or right to any land or easement. This Agreement or any subsequent authorization as may be necessary from the Local Governments do not relieve Vista Sands Solar from compliance with any and all applicable federal and state laws and codes.

Vista Sands Solar shall take all necessary precautions to minimize or eliminate any damage to the Local Government roadways and shall be responsible for all costs to repair and restore the same, as described by this Section 2. Vista Sands Solar shall pay for the costs to repair, in a manner reasonably satisfactory to the Local Governments, any subsequent heaving, settling or other faulting to Local Government roadways attributable to the Project, Project-related utility work, or Project decommissioning.

f. Track out control mats shall be required at each driveway entrance/exit during construction, repaneling, and decommissioning onto all roads thereby mitigating mud/dirt onto said roads.

g. Upon decommissioning of the Project, and subordinate to any conflicting rights provided in landowner leases, Vista Sands Solar shall provide to the applicable Local Government(s), if any so desires, and at no cost, some or all of the aggregate materials to be removed from the permanent and temporary Project access roads. Vista Sands Solar shall remove the aggregate materials from the Project access roads and spread the same on a Town, Village, or County road as the Local Government(s) designates.

3. **Project's Drainage Repair Obligations.** Vista Sands Solar shall develop a Stormwater Pollution Prevention Plan and Erosion Control Plan for the Project (Erosion Plan), or similar plan as required by the PSCW. Vista Sands Solar shall provide these documents to the contact person for each Local Government no later than thirty (30) days prior to the Start of Construction.

   Vista Sands Solar agrees to maintain any known existing drainage system in the Project footprint to the extent necessary for proper drainage of the Project footprint and to repair or replace any drain tiles damaged by Vista Sands Solar. If not provided in the Erosion Plan, Vista Sands Solar shall provide reasonably available drain tile maps of the Project footprint prior to the Start of Construction to the Local Governments and shall design the Project to avoid damage to known Project footprint drain tiles. Vista Sands Solar shall have ninety (90) days from the completion of Project construction to provide the applicable Local Government with a drain tile map, to the extent reasonably available, and a plan to (a) remedy damage to public and private drainage infrastructure, if any, within the Project footprint, caused by construction activities that negatively impact drainage systems outside of the Project footprint, including promptly repairing or replacing any drain tiles that are damaged during construction, and if applicable, and/or (b) compensate the applicable Local Government to repair such public drainage infrastructure to a level comparable to the pre-construction level.

4. **Utility Shared Revenue Payments.** The Parties acknowledge that commercial operation of the Project will result in payment to the Local Governments of annual license fees under Wis. Stat. §§ 76.28 (license fees for light, heat and power companies) or 76.29 (license fee for sale of electricity at wholesale) (Annual License Fee). Pursuant to Wis. Stat. § 79.04, the Wisconsin Department of Administration is required to distribute a certain amount of the Annual License Fee to certain counties and municipalities (Utility Shared Revenue Payment). The Parties estimate that the Project will generate over its useful life up to $6,588,000 annually in Utility Shared Revenue Payments, unrestricted aid that may be used for any activity approved by any Local Government body.[4] The Local Governments agree that under the current shared revenue formula, the Utility Shared Revenue Payment to be distributed by the State of Wisconsin is as follows:

   1) $758,767 annually to the Town of Plover
   2) $1,955,633 annually to the Town of Grant
   3) $3,733,200 annually to the County
   4) $140,400 annually to the Town of Buena Vista

[4] The total amount of Utility Shared Revenue Payments and allocation of the same are based on current Project design as of the time of execution of this Agreement. These amounts and recipients may change based upon final Project design and construction.

If applicable laws change during the life of the Project resulting in a reduction of the amount of these Utility Shared Revenue Payments, Vista Sands Solar shall compensate the Local Governments in an amount equal to the difference between the Utility Shared Revenue Payments required under laws applicable on the effective date of the Agreement and the amount paid to Local Governments by the State of Wisconsin under the changed law. Vista Sands Solar shall make such true-up payments, if any, annually to the Local Governments no later than January 31 of the year following the year for which payment is made.

5. Assurances in Support of Decommissioning.

a. At least ninety (90) days prior to starting construction on the Project, Vista Sands Solar shall provide the County, with copies of said financial assurance to the Towns and Village, with cash, a bond, or a letter of credit (collectively and individually, Financial Assurance) to cover ten (10) percent of the estimated costs of the decommissioning plan filed with the PSCW, net of any salvage value if not otherwise accounted for in the decommissioning plan costs.

b. On or before the tenth anniversary of the Project's COD, Vista Sands Solar shall provide the County, with copies of said financial assurance to the Towns and Village, with Financial Assurance to cover seventy (70) percent of the estimated costs of the decommissioning plan filed with the PSCW, net of any salvage value if not otherwise accounted for in the decommissioning plan costs.

c. On or before the fifteenth anniversary of the Project's COD, Vista Sands Solar shall provide the County with copies of said financial assurance to the Towns and Village, with Financial Assurance to cover one hundred (100) percent of the estimated costs of the decommissioning plan filed with the PSCW, net of any salvage value if not otherwise accounted for in the decommissioning plan costs.

d. The Financial Assurance set forth herein and the decommissioning plan filed with the PSCW shall survive the termination of this Agreement until decommissioning is complete as determined by the PSCW. Local Governments shall not be responsible for any costs associated with the decommissioning plan.

e. On or before the twentieth anniversary of the Project's COD, Parties shall review and update the decommissioning plan set forth herein. The Parties will review and update the decommissioning plan every five (5) years thereafter until decommissioning is complete as determined by the PSCW or any government entity with authority

over decommissioning.

f. If the Parties mutually determine in the course of updating the decommissioning plan that the cost of decommissioning is more than described in the decommissioning plan filed with the PSCW, said Financial Assurance shall be promptly increased to cover the increased decommissioning costs.

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

a. Project Setbacks. The Project design shall incorporate a minimum setback from all above ground Project components of one hundred feet (100') from an abutting property line of a non-participating parcel with a residence, or one hundred fifty-foot (150') setback from the residence, whichever is greater, unless waived by the non-participating parcel landowner. For purposes of this Section 6, above ground Project components shall not include Project fences and access roads, and shall otherwise comply with all minimum setbacks described in Table 1.5-1 of Vista Sands Solar's CPCN application(s). Setback areas within the Project shall be maintained by Vista Sands Solar.

b. Vista Sands Solar shall work with willing non-participating landowners to address situations which may require impact mitigation, such as larger setbacks than described in Table 1.5-1. Vista Sands Solar will work with interested non-participating landowners that are adjacent to solar panel arrays and other Project components on one or more sides of their property to create visual buffers and screening to mitigate visual impacts, to the extent reasonable and economically feasible, and not otherwise impeding solar operations or access to sunlight. Vista Sands Solar will comply with all applicable Wisconsin Department of Transportation vision clearance triangles standards in designing the Project (excluding fences).

c. Equipment Height. The height of the Project's components shall be no higher than twenty-five (25) feet (with the exception of the Project substation, generation tie-line, overhead collection system, and overhead downcast and shielded lighting).

d. Vegetation Management. Vista Sands Solar shall comply with the vegetation management plan filed with and approved by the PSCW. If the vegetation management plan is not approved by the PSCW, Vista Sands Solar shall create an alternate vegetation management plan and comply with such plan. Vista Sands Solar shall coordinate with the Wisconsin Department of Natural Resources (WDNR) in

creating its alternate vegetation management plan. Vegetative management plans filed with PSCW shall conform to all applicable WDNR requirements. Mowing shall not occur within the Project area between April 15 to August 1 of each year within one mile of greater prairie-chicken leks. Throughout the entire Project, and after the initial establishment phase, Vista Sands Solar will seek to restrict mowing so as to not disturb pollinator habitat prior to September 15.

e. Fencing and Parcel Design.

1) Vista Sands Solar shall install seven (7) foot high deer exclusion fencing around the solar equipment to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to Project equipment. The deer exclusion fencing shall also facilitate small wildlife passage via ground-level openings with at least a six (6) inch gap between the bottom of the fence and ground. In the event the deer exclusion fencing height mandated by the PSCW is different than described in this paragraph, the height mandated by the PSCW shall control.

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

3) No above ground Project components or Project fence shall cross or be located within seventy-five feet (75') of a navigable waterway, unless a greater setback is required by the Portage County Drainage District.

4) Wildlife passage shall be allowed and encouraged along natural corridors that wildlife may utilize while looking for food, shelter and safety in the enclosed Project area, such as stream and drainage corridors. WDNR Wildlife Biologists shall be contacted to discuss Vista Sands Solar's approach and provide guidance.

5) Vista Sands Solar shall divide large parcels (320 acres or greater) into smaller (160 acres or less) fenced sub-parcels to establish unfenced corridors for wildlife and other community uses.

6) Vista Sands Solar shall construct and maintain living or artificial snow or windrow fencing along the west side of those north-south roadways in Addendum 1 and as requested by the Local Government which has jurisdiction over the roadway in the Project. Such fencing shall be located a minimum of

forty (40) yards from the traveled portion of any roadway, unless Vista Sands Solar determines that a lesser setback is necessary in order to maintain reasonable operation and maintenance of the Project. Such fencing shall not be positioned in areas where state-mandated visual clearance standards otherwise apply; if artificial, shall be no higher than four (4) feet; and shall only be required on land controlled by Vista Sands Solar. An existing Project fence or other Project infrastructure may serve as artificial snow or windrow fencing if it provides the same functional value as separate fencing. The Parties shall confer no later than two full winter seasons after the COD to discuss the effectiveness and continuing need for the fencing described in this Section 6(e)6).

7) Vista Sands Solar shall use commercially reasonable efforts to re-route any state snowmobile trails that are disrupted by the Project.

f. Aesthetics. Vista Sands Solar shall maintain the aesthetics of all Project facilities during the entire lifespan of the Project and shall not allow equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining landowners.

g. Glare Reduction. To reduce the potential for glare associated with solar panels facing any road or residential structures of any non-participating landowner, the rotation of panels on trackers will be limited to no greater than sixty (60) degrees from horizontal, unless a different position is required for Project safety (e.g., high winds, hail or floods). In addition, and other than for Project safety, trackers will not position panels to be horizontal at sunrise or at sunset to avoid glare caused by high angles of incidence. No red glare shall occur on County Rd. F, HWY 54, 100th St., 105th St., 110th St., Cleveland Ave., Townline Rd. or Maple St., nor shall red glare occur on any non-participating landowner residential structures. Vista Sands Solar will put an appropriate barrier on either or both sides of County Rd. F on land controlled by Vista Sands Solar, and when no other natural or artificial barriers exist, in order to minimize Project glare on County Rd F.

h. Signage. No advertising material or signage other than warning, equipment identification, wildlife deterrents, or ownership information shall be allowed on or within the Project. This prohibition includes the attachment of any flag, decorative sign, streamers, pennants, ribbons, spinners, or waiving, fluttering or revolving devices on or within the Project.

i. Vista Sands Solar shall take all reasonable steps to mitigate any interference with radio, internet, telecommunications, or television signals caused by the Project. The Project shall be conducted without offensive noise, vibration, dust, smoke, odor, glare, lighting, or the risk of fire, explosion, or other accident, to the extent practicable in light of then-current solar industry good utility practices.

j. Lighting must be downcast and shielded as not to shine onto the road or neighboring properties.

k. All fuel types shall be stored in a secondary containment system equal or greater than 150 percent of primary containment. All storage and fuel transferring shall occur on an impervious surface.

7. **Annexation.** Vista Sands Solar agrees that in its pursuit, construction, operation, and sale (if any) of the Project, it will not directly or indirectly annex, attach, or consolidate any portion of the Project real estate to an incorporated municipality including, without limitation, the Village. For avoidance of doubt, the preceding is intended to be liberally construed to prohibit Vista Sands Solar, its successors and/or assigns from altering the municipal boundary lines encompassed by the Project at the time of the execution of this Agreement whether by annexation, incorporation, consolidation, or any other method that would result in a transfer of the Project's real estate from the Towns to another municipal authority.

8. **Professional Fees.** Vista Sands Solar, within forty-five (45) days of the execution of this Agreement by the last of each and every Party, and upon receipt of invoice, shall reimburse the Local Governments their reasonable professional expenses incurred in reviewing, revising and negotiating this Agreement and in participating in the CPCN proceedings at the PSCW, to a maximum total amount of $75,000.00.

9. **Assignment of Interest.** Vista Sands Solar shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-Party entity at any time. In such event, such non-Party entity shall, with Vista Sands Solar or, in the event of total sale, assignment or lease, in lieu of Vista Sands Solar, have the same rights and obligations as Vista Sands Solar as set forth in this Agreement, to operate the Project in, along, under, and across the same real property, road rights-of-way and drainage systems. Vista Sands Solar shall also have the sole and exclusive right (without consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity, or other financing for the Project to Vista Sands Solar or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests in Vista Sands Solar or any sale of direct or indirect

ownership interests in Vista Sands Solar (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement. This Agreement shall remain in full force and effect to any and all successors and assigns.

10. **Insurance.** Vista Sands Solar shall obtain and maintain in force policies of insurance covering the Project and Vista Sands Solar's activities on the Project site at all times during the terms of this Agreement, including specifically Commercial General Liability Insurance with a minimum limit of Ten Million and 00/100 Dollars ($10,000,000.00) per occurrence, with said limit able to be satisfied via any combination of primary and excess limits. Such insurance coverage for the Project may be provided as part of a blanket policy that covers other solar facilities or properties as well. Vista Sands Solar shall provide Local Government with copies of certificates of insurance evidencing this coverage upon request by Local Government.

11. **Battery Storage/High Capacity Well.** Vista Sands Solar shall follow good utility practice and all applicable safety and fire codes associated with building and operating a BESS. An existing high capacity well shall be maintained by Vista Sands Solar for potential fire response purposes at the BESS site.

12. **Scope.** This Agreement governs the activities of Vista Sands Solar and the Local Governments only insofar as they relate to the construction, operation, maintenance, and long-term care of the Project as described in the CPCN application(s) as ultimately approved by the PSCW. Nothing in this Agreement is intended to address any future expansion or modification of the Project beyond that contemplated by this Agreement at execution and as ultimately approved by the PSCW.

13. **Cooperation.** Vista Sands Solar and the Local Governments shall 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. The Local Governments agree to not oppose Vista Sands Solar and the Project in all federal and state permitting processes related to the Project. For purposes of this Section 13, "not oppose" means to refrain from actively intervening in opposition of the Project, to withdraw from any pending permitting proceeding (including PSCW proceedings), or filing non-supportive comments in such proceeding. This Section 13 applies to any pending permitting process, including any CPCN proceeding at the PSCW.

14. **Compliance and Complaint Process.** Vista Sands Solar shall provide each Local Government contact person with the contact information of Vista Sands Solar contact person (Project Contact) who the Local Governments

can communicate with for all Project compliance and complaint matters. During construction, the construction site manager of the engineering, procurement, and construction firm selected by Vista Sands Solar will be designated as the Project Contact. After construction completion, Vista Sands Solar shall designate at least one member of its full-time operations team as its Project Contact. Local Governments shall submit all Project compliance and complaint inquiries in writing via electronic mail at an address provided by Vista Sands Solar.

15. **Disputes.** Vista Sands Solar will have sixty (60) days from the date any Local Government notifies it in writing of any dispute related to this Agreement to: 1) determine its validity, and if valid; 2) provide a plan to reasonably address and remedy such complaint. In the event such a dispute is not resolved at the end of the sixty (60) days when either steps 1) or 2) above has occurred, the applicable Local Government shall provide written notice to Vista Sands Solar that said dispute is not resolved. The Local Government shall provide said notice to Vista Sands Solar within fifteen (15) days after the passage of the sixty (60) day period resulting in steps 1) or 2) (Notice of Dispute). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the disputing Local Government. The Parties shall endeavor to resolve the dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. If the Parties cannot agree on a mediator, any Party may commence such action(s) as it may deem appropriate.

The Parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement, including the exercise of any rights and remedies with respect to the Decommissioning Assurance, including any such rights and remedies under applicable law then in effect. The rights and remedies of the Parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other Party. No waiver made by a Party with respect to performance or manner or time thereof, or any obligation of any other Party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any Party making the waiver or any other obligations of any other Party.

16. **Indemnification.**

a. Vista Sands Solar agrees to defend, indemnify, and hold harmless each Local Government and its supervisors, trustees, administrators, employees, and representatives (collectively the Local Government Indemnified Parties) against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Government and for physical injury to any person, to the extent the same is a result of any activities or operations of Vista Sands Solar, 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 one or more of the Local Government Indemnified Parties. Furthermore, Vista Sands Solar agrees to defend, indemnify, and hold harmless the Local Government 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 one or more of the Local Government Indemnified Parties. This indemnification obligation shall survive the termination of this Agreement.

b. The Local Governments agree to defend, indemnify, and hold harmless Vista Sands Solar and its owners, employees, representatives, and subcontractors (collectively the Vista Sands Solar Indemnified Parties) against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of Vista Sands Solar and for physical injury to any person, to the extent the same is a result of any activities or operations of the Local Governments, 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 Vista Sands Solar Indemnified Parties. Furthermore, the Local Governments agree to defend, indemnify, and hold harmless the Vista Sands Solar 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 Vista Sands Solar. This indemnification obligation shall survive the termination of this Agreement.

c. The Local Governments are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which the Local Governments may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stat. § 893.80 or any subsequent amendments thereof.

17. **Compliance with Laws.** Vista Sands Solar shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities unless otherwise preempted by Vista Sands Solar's receipt of one or more CPCNs.

18. **Entire Agreement.** This Agreement, including all other documents and agreements referenced herein, constitutes the entire Agreement among the Parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate any related approvals of the Local Governments if Vista Sands Solar agrees to such related approvals pursuant to this Agreement. In the event of a conflict between this Agreement, any related approvals by the Local Governments, or the PSCW, the PSCW's requirements shall be deemed controlling. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the Parties. The failure of any Town, the Village, or the County to execute this Agreement has no impact on the validity or enforceability of this Agreement as between Vista Sands Solar and any other executing Party.

19. **Severability.** If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

20. **Waiver.** The failure of any Party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

21. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.

22. **Term.** The term of this Agreement shall commence on the Effective Date and, other than as described in Sections 5(d) and 15 of this Agreement, shall continue for the duration of the Project's commercial operation, including decommissioning, unless terminated by mutual agreement of the Parties or upon the commercial operation of any repowering of the Project totaling at least 25 MW.

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

    If to Vista Sands Solar:

2 Logan Square, Suite 1830
Philadelphia, PA 19103

If to Portage County:

1516 Church Street
Stevens Point, WI 54481

If to Town of Grant:

9011 County Road WW
Wisconsin Rapids, WI 54494

If to Town of Plover:

5081 Hoover Avenue South
Plover, WI 54467

If to Village of Plover:

2400 Post Road
Plover, WI 54467

If to Town of Buena Vista:

6684 County Highway BB
Bancroft, WI 54921

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

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

If to Vista Sands Solar:

NAME: Jon Baker

TITLE: Director of Project and Business Development
EMAIL: jbaker@doral-llc.com

NAME: Tyrone Thomas
TITLE: General Counsel
EMAIL: tthomas@doral-llc.com

If to Portage County:

NAME: Tim Reed
TITLE: Planning and Zoning Department Director
EMAIL: reedt@co.portage.wi.gov

NAME: David Hickethier
TITLE: Corporation Counsel
EMAIL: hickethd@co.portage.wi.gov

If to Town of Grant:

NAME: Sharon Schwab
TITLE: Town Chairperson
EMAIL: chair@townofgrant-portage.wi.gov

NAME: Nicholas Flanagan
TITLE: Town Attorney
EMAIL: nbflanagan@gmail.com

NAME: Stefanie Schlapa
TITLE: Town Clerk
EMAIL: clerk@townofgrant-portage.wi.gov

If to Town of Plover:

NAME: James Garbe
TITLE: Town Chairperson
EMAIL: chair@townofplover.wi.gov

NAME: Patricia Weller
TITLE: Town Clerk/Treasurer
EMAIL: clerk@townofplover.wi.gov

NAME: Shane J. VanderWaal
TITLE: Town Attorney
EMAIL: shanev@vanderlaw.net

If to Village of Plover:

NAME: Gary Wolf
TITLE: Village President
EMAIL: gwolf@ploverwi.gov

NAME: Tammy Wojtalewicz
TITLE: Village Clerk
EMAIL: twojtalewicz@ploverwi.gov

If to Town of Buena Vista

NAME: Paul Cieslewicz
TITLE: Town Chairperson
EMAIL: utcbuenavistachair@wctc.net

NAME: Germaine Stuczynski
TITLE: Town Clerk
EMAIL: townofbuenavista@gmail.com

[SIGNATURES/ACKNOWLEDGMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date set forth below, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

VISTA SANDS SOLAR LLC:

By: Nick Cohen

Approved this 17th day of June, 2024.

By: _____

PORTAGE COUNTY:

By: _____

Approved this _____ day of _____, 2024.

By: _____

TOWN OF GRANT:

By: Sharon Schwab

Approved this 20 day of June, 2024.

By: _____
Clerk

2024

TOWN OF PLOVER:

James Garbe

By: JAMES GARBE

Approved this 20th day of June, 2024.

By: Patricia Keller, Patricia Weller
Clerk / Treasurer

VILLAGE OF PLOVER:

_____

By: _____

Approved this ____ day of _____, 2024.

By: _____

TOWN OF BUENA VISTA:

_____

By: _____

Approved this ____ day of _____, 2024.

By: _____

JURISDICTION *	ROAD NAME	FROM	TO
County	Cty Hwy W	I39	Cty Hwy F
County	Cty Hwy F	Cty Hwy W	State Hwy 54
County	Cty Hwy FF	Cty Hwy F	95th Street South
County	Cty Hwy FF	Cty Hwy F	100th Street South
County	Cty Hwy FF	Cty Hwy F	110th Street South
Buena Vista	Taft Ave	Cty Hwy W	1 mile north
Buena Vista	Taft Ave	Buena Vista Drive	½ mile south
Buena Vista/Plover	Buena Vista Drive	Taft Ave	1¼ miles west
Grant/Plover	Townline Rd	Buena Vista Drive	¼ mile north
Grant/Plover	Prairie Drive	Cty Hwy F	¼ mile east
Grant/Plover	Prairie Drive	Cty Hwy F	125th Street North
Grant/Plover	100th Street North	State Hwy 54	1 mile south
Grant/Plover	Birch Drive	Coolidge Ave	130th Street North
Grant	Birch Drive	110th Street North	130th Street North
Grant	Angle Drive	110th Street North	Birch Drive
Grant	Buena Vista Drive	130th Street South	Townline Road
Grant	125th Street North	Birch Drive	Prairie Drive

*Not all jurisdictions have approved these road selections.

JURISDICTION *	ROAD NAME	FROM	TO
Grant	130th Street North	Birch Drive	1 mile south
Grant	130th Street South	Lake Road	Buena Vista Drive
Grant	Lake Road	Cty Hwy F	Townline Road
Grant	Lake Road	Cty Hwy F	95th Street South
Grant	Lake Road	Cty Hwy F	100th Street South
Grant	Lake Road	Cty Hwy F	110th Street South
Grant	100th Street South	Lake Road	¼ mile north
Grant	Grant Street	Cty Hwy F	110 Street South
Grant	110th Street South	Grant Street	Cty Hwy FF
Grant	Elm Street	110th Street South	95th Street South
Grant	95th Street South	Cty Hwy FF	¼ mile north
Grant	Elm Street	110th Street South	100th Street South
Grant	110th Street North	Cty Hwy FF	Just north of Glenwood
Grant	Washington Street	110th Street North	105th Street North
Grant	105th Street North	Elm Street	Washington Street
Plover	Taft Ave	Prairie Drive	Buena Vista Drive
Plover	Marsh Drive	Taft Ave	¾ mile east

*Not all jurisdictions have approved these road selections.

JURISDICTION *	ROAD NAME	FROM	TO
Plover	Marsh Drive	Taft Ave	½ mile west
Plover	Prairie Drive	Coolidge Ave	Taft Ave
Plover	Coolidge Ave	Hwy 54	Birch Drive
Plover	Monroe Ave	Hwy 54	Forest Drive
Plover	Hayes Ave	Hwy 54	Meehan Drive
Plover	Birch Drive	Coolidge Ave	Taft Ave
Plover	Birch Drive	Coolidge Ave	Jackson Ave
Plover	Jackson Ave	Birch Drive	¼ mile north
Plover	Jackson Ave	Prairie Drive	½ mile north
Plover	Forest Drive	Coolidge Ave	Village Limits

*Not all jurisdictions have approved these road selections.