Nov. 14, 2023 Public Hearing for FY 2024 Budget at County Board meeting. Board adopts balanced FY 2024 Budget

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

REPORT & RESOLUTION NO. 25

Supervisor Morehouse moved to approve resolution No. 25, Approving and Authorizing the Joint Agreement Between Elk Creek Solar, the Town of Spring Brook, and the County of Dunn Regarding the Construction and Operation of a Photovoltaic Electrical Generating Facility, seconded by Supervisor Prochnow. Corporation Counsel provided an overview. Chair McCullough asked if there were any questions. Questions were asked from the floor and responded to by County Administration and representatives of Elk Creek Solar. Motion carried by voice vote.

RESOLUTION NO. 25
Approving and Authorizing the Joint Agreement Between
Elk Creek Solar, the Town of Spring Brook, and the County of Dunn
Regarding the Construction and Operation of a Photovoltaic Electrical Generating Facility

NOW, THEREFORE, BE IT RESOLVED that that the Dunn County Board of Supervisors hereby approves the attached Joint Agreement between Elk Creek Solar, the Town of Spring Brook, and Dunn County; and

BE IT FURTHER RESOLVED that the Dunn County Board of Supervisors authorizes the County Board Chair or designee to enter into and execute the Joint Agreement.

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Adopted on: April 19, 2023

OFFERED BY THE EXECUTIVE COMMITTEE:
Kelly McCullough, Chair

ATTEST:
Andrew Mercil, County Clerk

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

Budget Impact: Approval of this resolution will have no direct budgetary impact. Dunn County will no longer receive property tax revenue on the land used for operation of the solar photovoltaic electrical generating facility, but will receive payments in lieu of taxes from the State of Wisconsin in the form of shared Utility Tax revenue that is anticipated to exceed the amount of lost tax revenue.

Background Information: Elk Creek PV 1, LLC (Elk Creek Solar) desires to develop, construct, and operate a solar photovoltaic electrical generating facility to generate and deliver up to 300-megawatts, along with necessary associated facilities such as a generation tie line, a new substation, power collection lines, an operations and maintenance facility, a battery energy storage system, and access roads.

Solar photovoltaic electrical generating facilities of the scale being proposed by Elk Creek Solar are subject to the exclusive jurisdiction, approval, and authority of the Public Service Commission

of Wisconsin. Elk Creek Solar has applied for a Certificate of Public Convenience and Necessity from the Public Service Commission of Wisconsin.

Elk Creek Solar has negotiated a Joint Agreement in good faith with input from the Town of Spring Brook and the County of Dunn. The Joint Agreement addresses matters such as project planning, use and repair of public roads and rights-of-way, drainage, setbacks, equipment height, vegetation management, fencing, decommissioning assurances, and shared revenue payments to the Town of Spring Brook and the County of Dunn.

Once both the County and Town have executed the Joint Agreement, it will be filed with the Wisconsin Public Service Commission.

JOINT AGREEMENT

This Joint Agreement (Agreement) is made by, among and between Elk Creek PV I, LLC (Elk Creek Solar); the Town of Spring Brook, Wisconsin (Town); and Dunn County, Wisconsin (County) (the Town and County, together, are referred to herein as Local Governments), on this _____ day of _____, 2023 (Effective Date). The Town, the County, and Elk Creek Solar are referred to individually as a Party and collectively referred to as the Parties.

RECITALS

1. Elk Creek Solar desires to develop, construct and operate a 300-megawatt (MW) (at the point of interconnection) solar photovoltaic electrical generating facility with necessary associated facilities such as a generation tie line (Gen-Tie Line), a new substation, power collection lines, an operations and maintenance facility, a battery energy storage system, and access roads in the Town and County (Project). The size of the Project components may sum to up to 324 MW (alternating current) to allow for commercial delivery of no more than 300 MW to the transmission system. In order to build the Project, Elk Creek Solar must apply for and receive a Certificate of Public Convenience and Necessity (CPCN) from the Public Service Commission of Wisconsin (PSCW).
2. 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 and Town roads, rights-of-way, and drainage systems during construction, operation, and decommissioning of the Project.
3. The Parties agree that the Project is under the jurisdiction of the PSCW.
4. 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.
5. Any amendment to this Agreement must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT

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

1. **Planning.** The Parties understand and agree that approval of the Project is solely under the jurisdiction of the PSCW and that the Project's preliminary site plans are subject to approval from the PSCW for substantive site design changes. The Local Governments further agree that the Local Governments may not require changes to the Project. Elk Creek Solar recognizes the benefits of sharing information with the Local Governments with the goals of minimizing

detrimental impacts to existing infrastructure, managing costs, promoting good working relationships, and protecting non-participating property owners. Each Party agrees to fully support the Project CPCN application through the PSCW CPCN review process and any related appeal.

a. At least thirty (30) days prior to the start of construction, Elk Creek Solar will hold an on-site meeting inviting local emergency responders to discuss the construction site specific emergency action plan, emergency response information such as meeting points and locations of emergency equipment, and construction plans. As available, written copies of emergency action plans and site maps will be provided to local emergency responders.
b. At least thirty (30) days prior to the start of construction, Elk Creek Solar shall provide the construction target start date to the Local Governments.
c. At least thirty (30) days prior to the start of construction, representatives of Elk Creek Solar shall meet virtually or in person with the Local Government officials[1] responsible for roads and drainage and local emergency responders to present final plans for use of public roads (including all Town and County roads anticipated to be used during construction), public road crossings, driveway/entrance locations, location of equipment laydown yards, finalize construction scheduling and discuss safety practices and further coordinate local emergency response capabilities (such meeting, the Pre-Construction Meeting). At the Pre-Construction Meeting, the Parties shall identify safety concerns and structural issues of any road or structure, if applicable, and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.
d. No later than the date of the Pre-Construction Meeting, Elk Creek 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.
e. No later than one hundred and twenty (120) days after the commercial operation date (COD), Elk Creek Solar will schedule an on-site meeting inviting local emergency responders to discuss the operation's site-specific emergency action plan, emergency response information such as meeting points, locations of emergency equipment, and operation plans. No later than one (1) year after the COD, an emergency response drill will be scheduled by Elk Creek Solar, at which local emergency responders will be invited to participate.

2. <u>Project's Use of Roads and Road Repair Obligations.</u>

a. Elk Creek Solar will construct twelve to twenty (12-20) foot wide Project site roads to provide access to public roadways and on-site equipment for construction and operation. The roads will be constructed primarily at grade to maintain the site drainage characteristics. Elk Creek Solar may install culverts in areas of confined/preferential flow to maintain surface water flow under the constructed access roads. Elk Creek 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.
b. The Parties agree that the Project may use public roads, and that this Agreement expressly provides for such use to the extent approval is required by the Town or County, and that no additional Town or County permits are required for the use of public roads jurisdictional

[1] Local Government representatives under this provision shall be designated by each Local Government entity.

to the Town or County. Additionally, the Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment (collectively, the Facilities), that Elk Creek Solar may, when necessary, operate vehicles, build and use new Project driveways and entrances, and place underground Project Facilities within road rights-of-way, cross roads, and drainage systems without the need for additional approval from the County or Town.

c. Elk Creek Solar shall commission a report prepared by a mutually agreed-upon subject matter expert to record the pre-construction condition of the portions of the Local Government roads anticipated to be used during construction (the "Public Roads" constituting the "Construction Route") and provide such report to the Local Governments. This report will include video documentation and will be provided forty-five (45) days prior to the start of construction. The Public Roads are 790th Street, 810th Street, 850th Street, 890th Street, 260th Street, 270th Street, 290th Street, 370th Avenue, County Highway B, County Highway C, County Highway E, County Highway EE, and County Highway H. The Construction Route and roads constituting the Public Roads may be modified as provided in Sections 1.c and 2.g. Elk Creek Solar shall comply with any County road weight restrictions during the period of March 1 through April 15.
d. Elk Creek Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points in safe conditions consistent with County and Town standards for such Public Roads throughout the construction.
e. In instances where a utility line for the Project must cross a Public Road, Elk Creek Solar shall use directional boring under the roadway instead of open cuts for trenches that affect the roadway surface. All underground borings shall commence and terminate outside of the right-of-way, unless otherwise approved by the applicable permitting entity. Limited exceptions may be requested from the appropriate Local Government, which the appropriate Local Government will consider in good faith.
f. For purposes of this Section 2.f, the "Commercial Operation Date" shall be the date designated by Elk Creek Solar in its written notice to the Local Governments declaring that commercial operation of the Project has commenced. Promptly after the Commercial Operation Date, Elk Creek Solar shall commission a report prepared by a mutually agreed upon subject matter expert to document the post-construction condition of the Construction Route and compare it to previously documented pre-construction conditions. The subject matter expert's report shall be submitted to the Local Governments no more than ninety (90) days after the Commercial Operation Date. To the extent any damage (excluding normal wear and tear, unrelated to the Project) has occurred as a direct result of the Project's construction, and unless waived by the Local Government with jurisdiction over the road, Elk Creek Solar shall return those portions of any Public Road affected by the Project to a level comparable to their pre-construction conditions, or alternatively, if approved by the appropriate Local Governments, compensate the jurisdictional Local Governments to repair said roadways to a level comparable to their pre-construction level within forty-five (45) days following receipt of the subject matter expert's report.
g. The Public Roads identified in this Section will be the exclusive County and Town roads authorized to be used by construction vehicles (excluding vehicles used primarily for transporting construction employees) for the Project. If Elk Creek Solar needs to use County or Town roads not listed herein by construction vehicles, Elk Creek Solar shall negotiate such use with the applicable Local Governments, as provided for in Section 1.c.

Local Governments shall not unreasonably deny requests by Elk Creek Solar to use additional County or Town roads.

h. As affected by the maintenance and operational activities of the Project, Elk Creek Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points, in safe conditions consistent with County and Town standards throughout the Project operational period.

i. No less than ninety (90) days prior to the start of decommissioning, Elk Creek Solar and Local Governments shall coordinate, and where appropriate make necessary binding commitments, to ensure that all decommissioning activities have no unreasonable impacts on County and Town roads.

3. <u>Project's Drainage Repair Obligations.</u>

a. Elk Creek 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. Elk Creek Solar shall provide these documents to the contact person for each Local Government thirty (30) days prior to the start of construction.

b. Prior to the commencement of construction, Elk Creek Solar will consult with the Dunn County Land and Water Conservation Division for review and comment of the Erosion Plan. At its discretion, Elk Creek Solar shall modify its Erosion Plan as a result of such consultation for any reasonable recommendations made by the Land and Water Conservation Division.

c. If not provided in the Erosion Plan, Elk Creek Solar shall have ninety (90) days from the completion of Project construction to provide the applicable Local Government with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the Project footprint, caused by construction activities that negatively impact drainage systems, and if applicable (b) compensate the applicable Local Government to repair such public drainage infrastructure to a level comparable to the pre-construction level. Elk Creek Solar shall complete all relevant drainage infrastructure repairs within sixty (60) days of the Local Government's approval of the drainage infrastructure repair plan.

d. Elk Creek Solar agrees to maintain all drainage systems on the Project site to the extent necessary for proper drainage on the Project site and to prevent unreasonable drainage onto public property and roads, including rights of way, and other private property from the Project site, all in accordance with the Project's CPCN. Failures of the Project's drainage system to prevent unreasonable drainage onto public property and roads as well as other private property from the Project site will be corrected in a timely manner. This includes during construction, throughout the life of the Project's operations, during decommissioning and at the completion of decommissioning.

4. <u>Utility Shared Revenue Payments.</u>

a. The Parties acknowledge that commercial operation of the Project will result in the payment to the Local Governments of annual license fee under Wisconsin Statutes §§ 76.28 or 76.29 (Annual License Fee) upon commercial operation of the Project. Pursuant to Wisconsin Statutes § 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 annually over its useful life $1,200,000.00 in Utility Shared Revenue Payments.[2] The

[2] 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

Local Governments hereby agree among themselves that the Utility Shared Revenue Payment may be distributed by the State of Wisconsin as follows, subject to any necessary approval from the State of Wisconsin:

1) $500,000.00 annually for the Town
2) $700,000.00 annually for the County

b. Neither Elk Creek Solar nor its direct or indirect owners or affiliates shall take any affirmative action to directly interfere, impede, eliminate, or reduce the Utility Shared Revenue Payments that result from operation of the Project, provided that the foregoing prohibition shall not apply to any action taken in order to obtain or maintain rate recovery for the project(s) subject to the Utility Shared Revenue program.

5. <u>Assurances in Support of Decommissioning.</u>

a. Subject to Section 5.b:
   1) Within ninety (90) days prior to starting construction, Elk Creek Solar shall provide the County 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.
   2) On or before the fifth anniversary of the Project's COD, Elk Creek Solar shall provide the County with Financial Assurance to cover fifty (50) 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.
   3) On or before the tenth anniversary of the Project's COD, Elk Creek Solar shall provide the County 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.

b. If Elk Creek Solar is acquired by a utility or cooperative with service territory in Wisconsin, no Financial Assurance shall be required. Financial Assurance shall be required if Elk Creek Solar is acquired by any entity other than a utility or cooperative with service territory in Wisconsin (Non-Utility Acquiring Entity). A Non-Utility Acquiring Entity shall be required to maintain the Financial Assurance and decommissioning requirements set forth in this Agreement and the decommissioning plan filed with the PSCW.

c. The decommissioning plan filed with the PSCW (the Decommissioning Plan) shall be provided to the Local Governments. The Decommissioning Plan shall be reviewed and updated, including the net cost estimates for decommissioning, in the twentieth (20th) year of the Project's operations and every subsequent five (5) years, unless the requirement to complete the update is waived by all Parties to this Agreement. The updated Decommissioning Plan may not be less restrictive with respect to decommissioning requirements than the initial Decommissioning Plan.

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.

6. <u>Setbacks, Equipment Height, Vegetation, Fencing, Aesthetics and Sound Impacts.</u>

a. Project Setbacks. The Project design shall incorporate a minimum one hundred (100) foot setback to all above ground Project components from the property boundary of each non-

---

based upon final Project design and construction. Additional payments from the State of Wisconsin may also be made, as provided for under state law.

participating property abutting the Project property (excluding fences and access roads) and existing at the time of Project CPCN application submission to the PSCW. There shall also be a one hundred and fifty (150) foot setback from residential structures of non-participating landowners. All applicable requirements of the Dunn County Shoreland Zoning Ordinance shall be met when determining setbacks for structures and other Project components.

b. Equipment Height. The height of the Project's equipment shall be no higher than twenty (20) feet (with the exception of the Project substation, utility switching station, Gen-Tie Line, and, if necessary, above-ground collection line structures).

c. Vegetation Management. Elk Creek Solar shall comply with the vegetation management plan filed with and approved by the PSCW. To control potential invasive and/or noxious weed species that have the potential to impact neighboring properties, Elk Creek Solar will implement a vegetation management regimen that will consist of mowing and selective practices sufficient to control noxious weeds, including but not limited to the use of approved herbicides. All applicable requirements of the Dunn County Shoreland Zoning Ordinance shall be met regarding restrictions on removing vegetation.

d. Fencing.
    1) Elk Creek Solar shall install deer fencing around the solar equipment at the height of eight (8) feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of eight (8) feet or a height mandated by the PSCW, 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 fence shall cross a "navigable" waterway as defined by the Wisconsin Department of Natural Resources.
    4) No fencing shall be placed within the right-of-way of any road or highway maintained by the Local Governments.

e. Aesthetics. Elk Creek Solar shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining landowners. For non-participating landowners whose primary residence abuts the Project, Elk Creek Solar shall make a good faith effort to address aesthetic concerns raised by such landowners. Good faith efforts shall include meeting with the landowner to discuss, and where appropriate, implement, reasonable mitigation.

f. Sound Impacts. The Project's inverters, substations, motors and other noise emitting equipment shall not exceed the maximum sound level mandated by the PSCW.

7. **Assignment of Interest.** Elk Creek 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 Elk Creek Solar or, in the event of total sale, assignment or lease, in lieu of Elk Creek Solar, have the same rights and obligations as Elk Creek Solar as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Elk Creek 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

Elk Creek Solar or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Elk Creek PV I, LLC, or any sale of direct or indirect ownership interests in Elk Creek PV I, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement.

8. **Cooperation.** Elk Creek 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. If, at any time after the Project's COD, Elk Creek Solar brings forth a new permit application to the PSCW related to the Project, then Elk Creek Solar shall provide the Local Governments with sixty (60) days' prior notice of such action and the Parties shall work together in good faith to develop and implement appropriate modifications to this Agreement to account for such action.
9. **Compliance and Complaint Process.** Elk Creek Solar shall identify to the contact person for each Local Government a Project contact for compliance and complaints, if any (Project Contact). During construction, the construction site manager of the engineering, procurement, and construction firm selected by Elk Creek Solar will be designated as the Project Contact. After construction completion, at least one member of Elk Creek Solar's full-time operations team will be its Project Contact. Complaints shall be submitted in writing via electronic mail at an address provided by Elk Creek Solar.
10. **Indemnification.** Elk Creek Solar agrees to defend, indemnify, and hold harmless each Local Government 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 Local Government and for physical injury to any person, to the extent the same is a result of any activities or operations of Elk Creek Solar, its agents and employees, or 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 Indemnified Parties.
    Furthermore, Elk Creek Solar agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of performance or non-performance of any of the 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 Indemnified Parties. This indemnification obligation shall survive the termination of this Agreement.
11. **Insurance.** Elk Creek Solar shall at all times during construction, operation and decommissioning of the Project maintain Commercial General Liability insurance policy commensurate with industry standards. The Local Governments shall be named as additional insureds on the policy and the certificates of insurance will be provided to the Local Governments upon initial purchase and each renewal, as well as notifications of policy cancellation.
12. **Compliance with Laws.** Elk Creek Solar shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities unless such approvals are otherwise preempted by Elk Creek Solar's receipt of a CPCN.
13. **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 not preempted by the grant of the CPCN or if agreed to by Elk Creek Solar in this Agreement. In the event of a conflict between this Agreement, any related approvals by the Local Governments, or the requirements of the PSCW, the PSCW's requirements shall be deemed controlling. A conflict is that situation where a PSCW requirement and a requirement of either this Agreement or Local Government approval as described and limited in this Section are mutually exclusive – it is impossible to satisfy both. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.

14. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.
15. **Disputes.** Elk Creek Solar will have sixty (60) days from the time in which a Local Government notifies it of any dispute related to this Agreement to: 1) make a determination of its validity, and if so determined to be valid, 2) provide a plan in which to reasonably remedy such complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the Local Government shall provide written notice of said dispute to Elk Creek Solar within thirty (30) days after the occurrence of steps 1) or 2) (Notice of Dispute). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the Local Government. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. All Disputes which are not resolved by good faith discussions or mediation may be resolved by any other process provided by law.
16. **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.
17. **Term.** The term of this Agreement shall commence on the Effective Date and, other than as described in Sections 5(d) and 10 of this Agreement, shall continue for the duration of the Project's commercial operation, unless terminated by mutual agreement of the Parties.
18. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

    If to Elk Creek PV I, LLC:
    Bill Keeney
    Chief Development Officer
    TED Renewables, LLC
    7500 College Blvd, Suite 400
    Overland Park, KS 66210
    If to Dunn County:
    Kristin Korpela
    Dunn County Manager
    3001 UW Hwy 12 East, Suite 225

Menomonie, WI 54751
and
Dunn County Office of Corporation Counsel
3001 US Hwy 12 East, Suite 263
Menomonie, WI 54751
If to the Town of Spring Brook:
Mary L. Strand
Town of Spring Brook Clerk
N2616 County Road H
Elk Mound, WI 54739-9402

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 Elk Creek PV I, LLC:
NAME: Bill Keeney
TITLE: Chief Development Officer
EMAIL: bkeeney@tedrenewables.com
NAME: Dylan Stickney
TITLE: Sr. Manager, Project Development
EMAIL: dstickney@tedrenewables.com
NAME: Ian Edwards
TITLE: Manager, Project Development
EMAIL: iedwards@tedrenewables.com

If to Dunn County:
NAME: Kristin Korpela
TITLE: Dunn County Manager
EMAIL: kkorpela@co.dunn.wi.us
NAME: Nicholas P. Lange
TITLE: Corporation Counsel
EMAIL: nlange@co.dunn.wi.us

If to the Town of Spring Brook:
NAME: Mary L. Strand
TITLE: Town of Spring Brook Clerk
EMAIL: clerk@tn.springbrook.wi.gov

ELK CREEK PV I, LLC:
By: Bill Keeney, Authorized Signatory
Approved this _____ day of _____, 2023.
By: _____
DUNN COUNTY:
By:

Approved this _____ day of _____, 2023.
By: _____
TOWN OF SPRING BROOK:
By:
Approved this _____ day of _____, 2023.
By: _____

REPORT & RESOLUTION NO. 26

Supervisor Calabrese moved to approve resolution No. 26, 2023 Budget Adjustments, seconded by Supervisor Stene. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

RESOLUTION NO. 26
2023 BUDGET ADJUSTMENTS

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Dunn, Wisconsin that, effective with the publication of the notices required by law, the budget of the County of Dunn for the year beginning January 1, 2023 is amended by the following amounts to the line item account numbers shown:

Environmental Services Department	***Expense***	***Revenue***
State Grants – Nitrogen Optimization Pilot Program (new grant)		
2100010900 – 524030 – Grounds and Grounds Improvement	$150,000	
2100010900 – 435000 – State Revenue		$150,000

Human Services Department	***Expense***	***Revenue***
ADRC – Independent Living Supports Pilot		
3120050900 – 511*** – Salaries (New Grant)	$371,520	
3120050900 – 435000 - State Grants (New Grant)		$371,520
Coordinated Specialty Care-CAA (G312000122.2223)		
3120020900 –521230 – Peer Specialist (G312000122.2223)	$30,596	
3120020900 – 435000 – State Grants (G3120000122.2223)		$30,596

BE IT FURTHER RESOLVED that the County Board authorizes the Department of Administration to enter and maintain the information contained herein in a manner based upon generally accepted accounting standards and that, effective with the publication of the proceedings of this meeting, the following changes are hereby adopted.

Dated the 19th day of April 2023, at Menomonie, Wisconsin.

Adopted on: April 19, 2023

OFFERED BY THE EXECUTIVE COMMITTEE:
Kelly McCullough, Chair

ATTEST:
Andrew Mercil, County Clerk

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel