



Docket 9800-CE-100
Public Service Commission
P.O. Box 7854
Madison, WI 53707-7854

We're going outside.

Subject: **Docket 9800-CE-100 Comments: Support for Badger State Solar**

October 9, 2019

Dear Chairman Valq, Commissioner Huebsch and Commissioner Nowak:

The City of Jefferson supports Ranger Power's proposed Badger State Solar project in Jefferson County (PSCW Docket 9800-CE-100), west of the City of Jefferson.

The project is consistent with the City of Jefferson's strong commitment to renewable energy and would help the area and the state in many ways.

Compared to traditional fossil-fuel based forms of Wisconsin electricity generation, the project will reduce annual generation of greenhouse gases in the state, including more than 400 million pounds of carbon dioxide. In addition to providing clean, renewable energy, the project will provide local farmers who choose to participate, with a stable and diversified revenue stream to complement farming income, while the land is rested and remains available for future restoration to agricultural use. Ranger's investment of more than \$100 million in the area will in turn generate tens of millions of dollars of economic activity throughout Wisconsin. The 149-megawatt Badger State Solar facility will generate more than \$550,000/year in additional utility shared revenues for Jefferson County and Towns of Jefferson and Oakland.

Jefferson currently hosts, what was for years, the state's largest solar generating facility on city-owned land. The City of Jefferson is please at the prospect of continuing that tradition by having Badger State Solar in the area and urges the Public Service Commission to approve the project.

Sincerely,

Dale Oppermann
Mayor, City of Jefferson

Copy to:

Jefferson County Board
Town of Jefferson Board
Town of Oakland Board

2019 OCT 14 A 11:02
RECEIVED
PUBLIC SERVICE COMMISSION
OF WISCONSIN



N4450 County Road A
Cambridge, WI 53523
608.423.9635

October 17, 2019

Docket 9800-CE-100
Public Service Commission
PO Box 7854
Madison, WI 53707-7854

Dear Chairman Valq, Commissioner Huebsch and Commissioner Nowak,

The Town of Oakland supports the proposed Badger State Solar Array project located in Jefferson County (PSCW Docket 9800-CE-100). As of right now, almost half of this project will be constructed in Oakland.

Given the data that is out there regarding climate change and how fossil fuels have negatively affected the environment, it is encouraging that we can have an opportunity to positively affect change locally, regionally and globally. Additionally, while farmers across our state have been suffering from lower dairy and crop prices; this project is another way for them to stay in business.

The Solar Array will generate over \$550,000 for the towns of Jefferson & Oakland and for Jefferson County. With state-imposed levy limits and continual increases in benefits and materials, these newly shared revenues will go to projects that have been put off for years. Thank you for the opportunity to comment on the Badger State Solar Array, we urge approval of this project which benefits residents near and far in so many ways.

Sincerely,

Eugene Kapsner
Town Chair
Town of Oakland

CC: Jefferson County Board
City of Jefferson City Council
Town of Jefferson Board

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

RECITALS:

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

1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of the Parties with respect to the Project's use of County and Town roads, rights-of-way and drainage systems during construction and operation of the Project.
2. The Parties further agree the below Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.
3. The Parties agree that the Project is under the jurisdiction of the Public Service Commission of Wisconsin (PSCW.)
4. All time periods listed below in the Agreement are based on calendar days.
5. The term “facility” or “facilities” as used in this Agreement includes, but is not limited to, the solar photovoltaic electrical generating facility which is the subject of this agreement, including all necessary associated facilities described above, and all project components related to the Project, except for fences, landscaping, and access roads as applicable.
6. Any amendment to this agreement, including but not limited to, changes to operations or facilities, must be negotiated among the parties and agreed to by mutual consent of all parties which shall be in writing and incorporated into 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:

7. **Planning and Construction Phase:** The Parties understand and agree that approval of the Project is solely under the jurisdiction of the Public Service Commission of Wisconsin (PSCW) and that the Project’s preliminary site plans are subject to approval from the PSCW

for substantive site design changes. Parties further agree that no Local Government shall require changes to the Project absent PSCW's request for such changes unless there is a change in law which authorizes Counties and local units of government to enforce laws and ordinances which they were prevented from enforcing by state law at the time this agreement was executed.

1.

- a. Planning Phase: Upon request from a Local Government, Badger State shall within 3 days of any request, provide proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes. The Project shall provide updated exhibits after issuance of a Certificate of Public Convenience and Necessity by the PSCW.
- b. Pre-Construction Schedule: The Project will provide the Local Governments relevant site plans, construction timelines, and other relevant construction information at least seventy-five (75) days prior to the start of construction to allow the Local Governments an opportunity to review and comment on construction information. To the extent necessary, the Project reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction which shall be provided to Local Governments within three (3) days of amended plan completion.
 1. Members from the Project's construction team will attend a pre-construction meeting with Jefferson County staff at a mutually agreeable date not less than forty-five (45) days prior to the start of construction. The Parties will ensure that representatives from Jefferson Township and Oakland Township will be invited to this pre-construction meeting.
 2. Notwithstanding the Project's obligations in Sections 2 and 3 below, the Project shall commission a report by a subject matter expert which will document the condition of existing infrastructure (e.g. roads and culverts) and provide such report to the Local Governments not less than forty-five (45) days prior to the start of construction activities.
 3. The Project shall provide Jefferson County staff with Glare, Sound, and Electromagnetic Frequency and Storm water studies which were previously submitted in conjunction with the PSCW's, CPCN review process as well as any other studies which have been completed related to the development of the Project.
 4. The Project shall obtain approval from the Jefferson County Highway Department or appropriate local jurisdiction for all field access points to a public road under the County's jurisdiction or appropriate local jurisdiction. The Project shall repair and/or replace all culverts that have been damaged or removed during the construction process to their

preconstruction condition, unless a culvert is deemed redundant or unnecessary as a result of final engineering.

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

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

- a. The Project shall reasonably maintain the traveled surface and infrastructure on County Road G, County Road J, Perry Road and Highway 18, in safe condition consistent with state and county standards for such roads throughout the construction period and will not wait until construction completion to address maintenance issues or potentially hazardous conditions. The Project shall document road infrastructure maintenance on County Road G, County Road J, and Perry Road and provide status reports to Jefferson County on an as-needed basis, and within ninety (90) days of the Project reaching its Commercial Operation Date. For purposes of this Agreement, the Commercial Operation Date shall be the date designated by the Project in its written notice to the County (the "Commercial Operation Date Notice").
- b. At the completion of construction, and to the extent any damage as occurred as a direct result of the Project, the Project shall return County Road G, County Road J, and Perry Road used to transport equipment and personnel to a level comparable to their pre-construction condition, or alternatively compensate the Local Governments collectively to repair County Road G, County Road J, and Perry Road to the level comparable to their pre-construction levels within 30 days following completion of Project unless waived by the local government with jurisdiction over the road.
- c. The roads stated in this section will be the exclusive County and Town/Local roads authorized to be used for this Project. If Badger State needs to use County/Town/Local roads not listed herein, Badger State must negotiate such use with all affected parties/governments.

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

- a. The Project shall document the conditions of anticipated drainage crossings.
- b. The Project shall commission a report prepared by a subject matter expert to record pre-construction conditions and a report to record post construction

conditions and provide such reports to the Local Governments including the Jefferson County Drainage District. These reports will include video documentation and will be provided thirty (30) days prior to construction.

- c. Prior to the commencement of construction, Project will consult with the Jefferson County Drainage District and the Jefferson County Land and Water Conservation Department for review and comment prior to submitting final design plans to Jefferson County for the items identified above in Section 1, Item B.
- d. The Project shall have ninety (90) days from the completion of construction to provide Jefferson County with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the project footprint, caused by construction activities that negatively impact drainage systems, and if applicable, (b) compensate the applicable Local Governments to repair such public drainage infrastructure to a level comparable to the pre-construction level.
- e. If existing drainage ditches are determined to be navigable by the Wisconsin Department of Natural Resources, the Project shall ensure its design plans will contain a **(Distance TBD)** from the ordinary high water mark to all above ground facilities(not including fences and access roads) unless smaller setbacks are agreed to under Jefferson County Shoreland Zoning review.. For drainage ditches that are not deemed navigable, as further set forth in Section 6, Item A below, there shall be at least a 20-foot setback from the ordinary high water mark to above ground facilities. The setback for all drainage ditches to fences shall be 20 feet. The Project agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within 75 feet of the ordinary high water mark along any navigable drainage ditch or waterway except for access roads.
- f. The Project agrees to maintain any existing drainage system on all property with facilities to the extent necessary for proper drainage of the property and to protect and prevent drainage on public property and roads as well as other private property.

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

- a. Badger State Solar is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee¹. The Utility Shared Revenue program is the program by which the Wisconsin Department of

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

Revenue ("DOR") distributes some of the revenues collected under the generator licensee fee to counties and municipalities.

- b. Based on the Wisconsin Utility Shared Revenue program, The Parties estimate the Project will generate up to \$596,000 annually over its useful life in general, unrestricted aid² that may be used for any activity approved by the local governing body. The Local Governments hereby agree among themselves that such amounts may be distributed by the State of Wisconsin as follows:
 - 1. Up to \$248,333 annually for Jefferson Township and up to \$248,333 annually for Oakland Township (\$1,667 per MWac installed in each Township) and
 - 2. Up to \$347,667 annually for Jefferson County.
- c. The anticipated Utility Shared Revenue Payment amounts compare favorably to the current property tax revenues generated from the land that will be used for the Project.
- d. Despite the increase in County and Township tax revenues as set forth above, Parties acknowledge there may be an annual reduction in property tax revenue in the amount of approximately [\$5,000] because the land located in the Primary Project Area, as depicted in the Certificate of Public Convenience and Necessity Application ("Primary Project Area") will be removed from local property tax rolls as Badger State Solar is subject to taxation under Chapter 76 of Wisconsin Statutes.
 - 1. The total property tax obligation for 100 percent of the parcels in the Primary design area in 2018 is approx. [\$18,000]³. The assessments for these properties include cultivated land and improvements, such as houses and other structures which will not become part of the Project and are anticipated by the Parties to remain on local property tax rolls. The [\$18,000] is broken down as follows:
 - 1. Property tax on improvements is estimated at approx. [\$13,000].
 - 2. Property tax on unimproved real property is estimated at approx. [\$5,000]

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

³ Subject to confirmation by Jefferson County

- e. Parties acknowledge that Jefferson County School District and MATC currently receive property tax revenue in the amounts of [\$2,700]/year and [\$270]/year, respectively from land located in the Primary Project Area through property tax payments, but they do not directly receive such Utility Shared Revenue Payments.
- f. In the future event that Jefferson County is no longer able to collect property taxes in the approximate amount of [\$5,000], the Project hereby agrees to pay such portions of property tax that would have otherwise been distributed to Jefferson School District and MATC, directly to the Jefferson County School District and MATC, in the amounts of \$2,700/year and \$270/year respectively, with a 1.5% per year escalator, during the useful life of the Project.
- g. If a change in law results in the elimination of the Utility Shared Revenue program, but the land used by the Project is not returned to the applicable taxing jurisdiction's property tax rolls – Language TBD

5. **Assurances:**

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

- 1. The Project shall, at its discretion, deposit Fifty Thousand Dollars (\$50,000), post a Bond in said amount, or provide a Letter of Credit in said amount with or to Jefferson County, a quasi-municipal corporation, and the Townships in support of the terms and conditions of the Project set forth in this Agreement prior to Project's commencement of operations; and
- 2. The Project shall, at its discretion, deposit an additional One Hundred Thousand Dollars (\$100,000), post a Bond in said amount, or provide a Letter of Credit in said amount with or to Jefferson County, a quasi-municipal corporation, and the Townships in support of the terms and conditions of the Project set forth in this Agreement which shall remain in place during operations of the Project.

b. Assurances in Support of Decommissioning:

- 1. The Project shall, at its discretion, deposit One Million Dollars (\$1,000,000), post a Bond in said amount, or provide a Letter of Credit ("The Decommissioning Assurance") in said amount with or to Jefferson County, a quasi-municipal corporation, and the Township where the facility is located, or proposed to be located, prior to the start of the Project's construction, but only if no such equal assurance is posted with the Wisconsin Public Service Commission or pursuant to the Certificate of Public Convenience and Necessity;

2. As part of its CPCN obligations, the Project will create and share with the PSCW a decommissioning plan at the 15th anniversary of the commencement of the Project's operations;
3. If it is determined through the decommissioning plan that the cost of decommissioning shall exceed the above \$1,000,000 Decommissioning Assurance, the Project shall increase the amount of the Decommissioning Assurance to the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.
4. If it is determined through the decommissioning plan that the cost of decommissioning shall not exceed the above \$1,000,000 Decommissioning Assurance, the Project shall have the discretion to decrease the amount of the Decommissioning Assurance to an amount to be not less than the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.

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

a. Project Setbacks:

1. The Project design shall incorporate a minimum (Distance TBD) setback to all above ground project components from non-participating residences, and at least a **(Distance TBD)** setback from property line of non-participating residences
2. Watercourses: the Project shall maintain a **(Distance TBD)** setback to all above ground project components (excluding fences and access roads) from water if deemed "navigable" by the Wisconsin Department of Natural Resources or if a smaller setback is agreed to under Jefferson County Shoreland Zoning review. If not deemed "navigable", this setback will not apply.
3. Public Drainage Ditches: If drainage ditches are determined to be navigable by the Wisconsin Department of Natural Resources, the Project shall ensure its design plans will contain a **(Distance TBD)** setback from the ordinary high water mark to all above ground facilities (excluding fences and access roads) unless a smaller setback is agreed to under Jefferson County Shoreland Zoning review. Drainage ditches that are not deemed navigable, shall have at least a 20-foot setback from the ordinary high water mark to all above ground

facilities. The setback from all drainage ditches to fences shall be 20 feet. The Project agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within 75 feet of the ordinary high water mark along any navigable drainage ditch or waterway (except access roads).

4. Property Boundaries: the Project shall maintain a 20 foot setback from property lines of non-participating land owners to all above ground project components (excluding fences and access roads), with no minimum setback from property lines of participating landowners.
5. State Trunk Highway 89: the Project shall maintain a 70 foot setback from the end of the Right of Way or 140 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
6. U.S. Highway 18: the Project shall maintain a 70 foot setback from the end of the Right-of-Way or 140 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
7. Jefferson County Highway G: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
8. Jefferson County Highway J: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
9. Jefferson County Highway Q: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
10. Perry Road: the Project shall maintain a 50 foot setback from the end of the Right-of-Way or 85 feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.

b. Sound Impacts:

1. The Project will comply with state standards and Jefferson County sound impact standards set forth in the Jefferson County Zoning

Ordinance for the zoning district where the Project is located, which include maximum sound levels attributable to the facility during daylight and evening hours.

c. Equipment Height:

1. The height of the Project's equipment shall be no higher than the twelve (12) foot maximum panel height (with the exception of the project substation), which is to be measured at the apex when the tracker is at its maximum tilt in early morning or late evening.

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

1. In order to control potential invasive and/or noxious weed species which have the potential to impact neighboring properties, the Project will implement an annual vegetation management regimen which will consist of mowing as necessary and selective practices to control noxious weeds, including but not limited to the use of approved herbicides.
2. The Project will explore the use of grazing animals such as sheep for its annual vegetation management regimen. If grazing animals are planned, then the Project shall adhere to provisions in the Jefferson County Zoning ordinance related to animal number limits as well as standards regarding animals kept for at least 90 days in any 12-month period (Livestock Siting). The Project will work with landowners participating in the Farmland Preservation Program to ensure they have what they need to meet program requirements for pastures and nutrient management planning. The Project will follow a Natural Resource Conservation Service-Wisconsin prescribed grazing plan. If grazing animals are used, the project agrees to notify the Planning and Zoning Department within 5 days of the animals arriving on the property to provide the department with the type of animals and location of animals, the number of animals and the length of time the animals will remain on the property.

e. The Vegetative Buffer:

1. For adjacent, non-participating landowners whose primary residence has a direct view of solar arrays, the Project will fund a vegetative buffer that provides a natural visual transition. This will consist of a

Prairie-style aesthetic made up of native grasses and flowering plants. This planting shall, at the least, encompass that area between the property line and the fence line of the Project. These plantings will reach a height of three to five feet. Additional visual transition vegetative plantings beyond the Prairie-style aesthetic may be discussed and agreed upon on a case by case basis with the individual non-participating landowners. Project planting density shall be as stated in the Vegetation Management Plan, PSC #374938.

2. The Project will maintain any areas between fence line and property boundaries that are not being actively farmed by participating landowner with prairie grass (pollinator habitat, comprised of long stem grass and flowering plants).

f. Fencing:

1. The Project shall install deer fencing around the solar equipment at the height of 7 feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of 7 feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.
2. The fencing specified for the project will have openings large enough to allow the safe passage of small mammals.
3. The Project shall include areas where larger wildlife such as deer will have crossings or passage at locations where wildlife trails are located, along stream and drainage corridors, and at other locations as needed. The Department of Natural Resources Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Jefferson County Land and Water Conservation department before construction of any fencing.
4. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.

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

7. **Assignment of Interest.** Badger State shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-party entity at any time and without notice to the Local Governments. In such event, such non-party entity shall, with

Badger State or, in the event of total sale, assignment or lease, the new owner of the Property, shall have the same rights and obligations as Badger State as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Badger State, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Badger State shall also have the sole and exclusive right (without any consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Badger State or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Badger State Solar, LLC, or any sale of direct or indirect ownership interests in the Badger State Solar, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement.

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

9. **Indemnification.** Badger State agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Badger State, its agents and employees, for the performance or non-performance of its duties pursuant to this Agreement except to the extent such physical damage to property or physical injury to persons is caused by the negligence or intentional misconduct of the Local Governments. Furthermore, Badger State agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this Agreement, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this Agreement.

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

11. **Compliance with Laws.** Badger State shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities.

12. **Entire Agreement:** This Agreement, including all Exhibits and other documents and agreements referenced herein, constitutes the Entire Agreement among the parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate all of the Exhibits hereto and any related approvals of the Local Governments. In the event of a conflict between this Agreement, any related approvals by the Local Governments, or the PSCW,

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

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

14. **Disputes.** The Project will have sixty (60) days from the time in which the County notifies it of any dispute related to this Agreement to 1) make a determination of its validity, and if so determined to be valid, or 2) provide a plan in which to reasonably remedy such Complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the County shall provide written notice of said dispute to the Project within fifteen (15) days after the occurrence of steps 1) or 2) ("Notice of Dispute"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the County. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. All Disputes which are not resolved by good faith discussions or mediation shall be resolved in Jefferson County, Wisconsin by arbitration with a single arbitrator mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition the Jefferson County Circuit Court for appointment of an arbitrator. Such arbitration shall be in accordance with Wis. Stat. Chapter. 788 Arbitration in effect at the time of the Dispute.

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

If to Badger State:
Badger State Solar, LLC

If to Jefferson County:
County Administrator

If to Township of Jefferson:
Town Board Chair

If to Township of Oakland:
Town Board Chair

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

FOR BADGER STATE SOLAR, LLC:

NAME: _____

TITLE: _____

DATE: _____

FOR JEFFERSON COUNTY:

NAME: _____

TITLE: _____

DATE: _____

FOR TOWNSHIP OF JEFFERSON:

NAME: _____

TITLE: _____

DATE: _____

FOR TOWNSHIP OF OAKLAND:

NAME: _____

TITLE: _____

DATE: _____

DRAFT





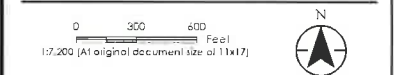
Figure No.
X
 Title
Neighboring Parcels

DRAFT

Neighboring Parcels

Client/Project
 Badger State Solar, LLC
 Badger State Solar Project

Project Location
 1. at Jefferson,
 Jefferson Co., WI
 193705828
 Prepared by JD on 2019-10-21
 Technical Review by XX on 2019-10-22
 Independent Review by XX on 2019-10-22

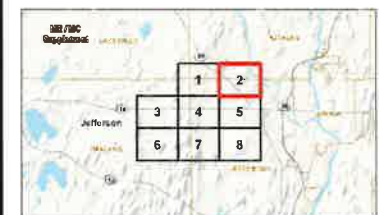


Legend

- Project Boundary
- Residence Building 100ft Buffer
- Residence Building 150ft Buffer
- Fence
- Access Road
- Jefferson County Parcels
- Non-Participating Parcels Abutting Project Boundary

Panel Outline Area

- Primary Array
- Alternate Array
- Optional Array



Notes
 1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4802 Feet
 2. Data Sources Include: Stantec, Ranger, Jefferson County, WDNR, WISOT
 3. Orthophotography: NAD 2017



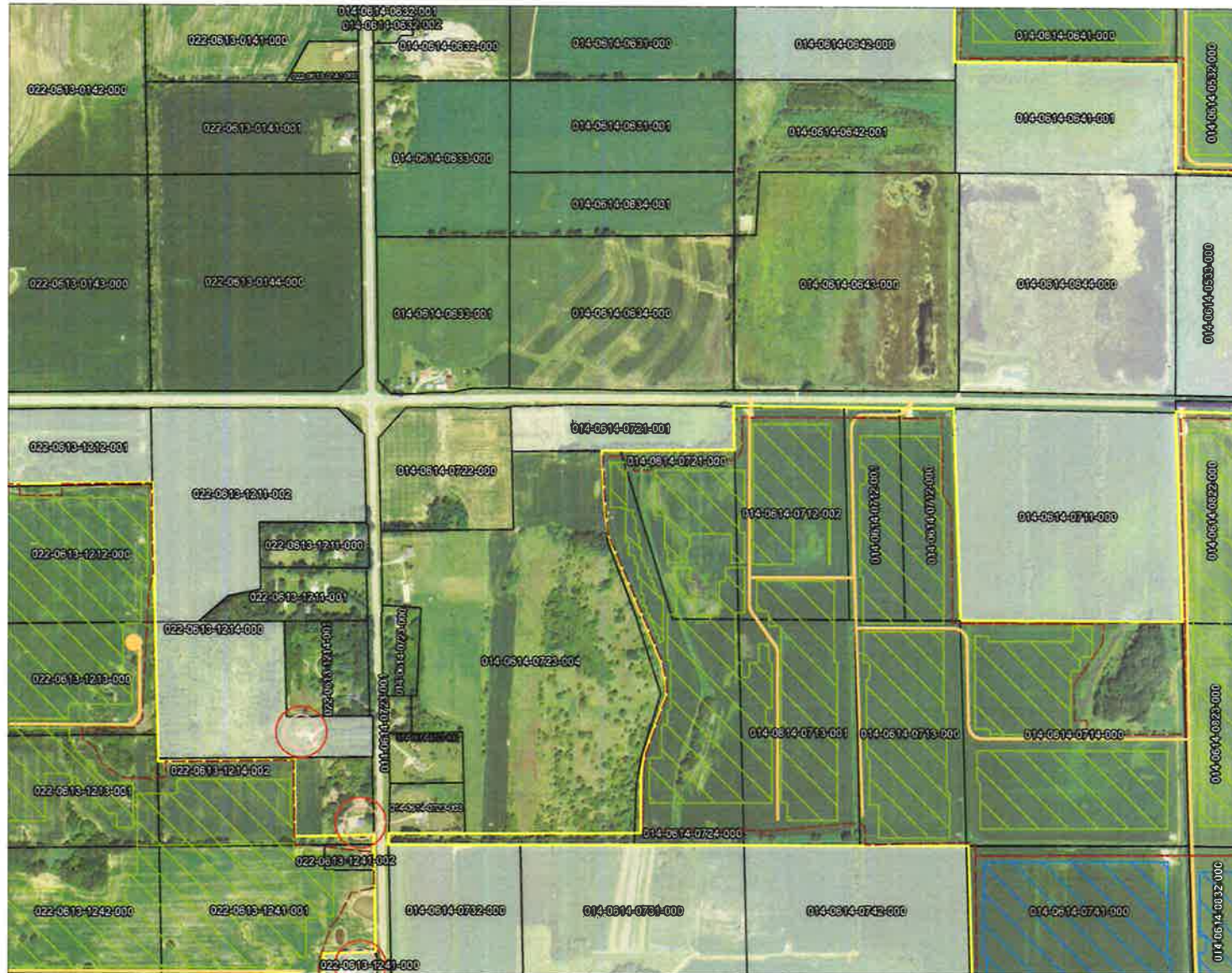


Figure No. **X** **DRAFT**

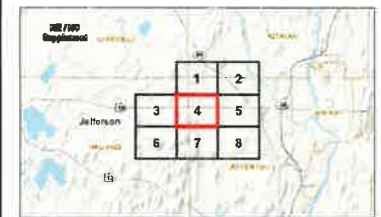
Neighboring Parcels

Client/Project:
Badger State Solar, LLC
Badger State Solar Project

Project Location: 193705828
1 of Jefferson Prepared by JD on 10/19/2019
Jefferson Co., WI Technical Review by JD on 10/19/2019
Independent Review by XX on 10/19/2019



- Legend**
- Project Boundary
 - Residence Building 100ft Buffer
 - Residence Building 150ft Buffer
 - Fence
 - Access Road
 - Jefferson County Parcels
 - Non-Participating Parcels Abutting Project Boundary
 - Panel Outline Area
 - Primary Array
 - Alternate Array
 - Optional Array



Notes

- Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4902 Feet
- Data Sources Include: Stantec, Ranger, Jefferson County, WDNR, NADOT
- Cinopsis imagery: NAD 2017



Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The user will accept full responsibility for verifying the accuracy and completeness of the data. The user releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the creation or provision of the data.

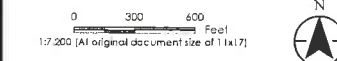


Figure No. **X**
DRAFT

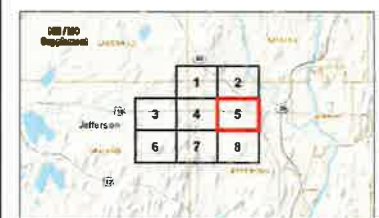
Neighboring Parcels

Client/Project
Badger State Solar, LLC
Badger State Solar Project

Project Location
E. of Jefferson
Jefferson Co., WI
193705828
Prepared by JG on 2019-10-01
Technical Review by JG on 2019-10-01
Independent Review by JG on 2019-10-01



- Legend**
- Project Boundary
 - Residence Building 100ft Buffer
 - Residence Building 150ft Buffer
 - Fence
 - Access Road
 - Jefferson County Parcels
 - Non-Participating Parcels Abutting Project Boundary
 - Panel Outline Area
 - Primary Array
 - Alternate Array
 - Optional Array



Notes

- Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4602 Feet
- Data Sources Include: Aerial, Ranger, Jefferson County, WDNR, WDO
- Orthophotography: NAD 2011





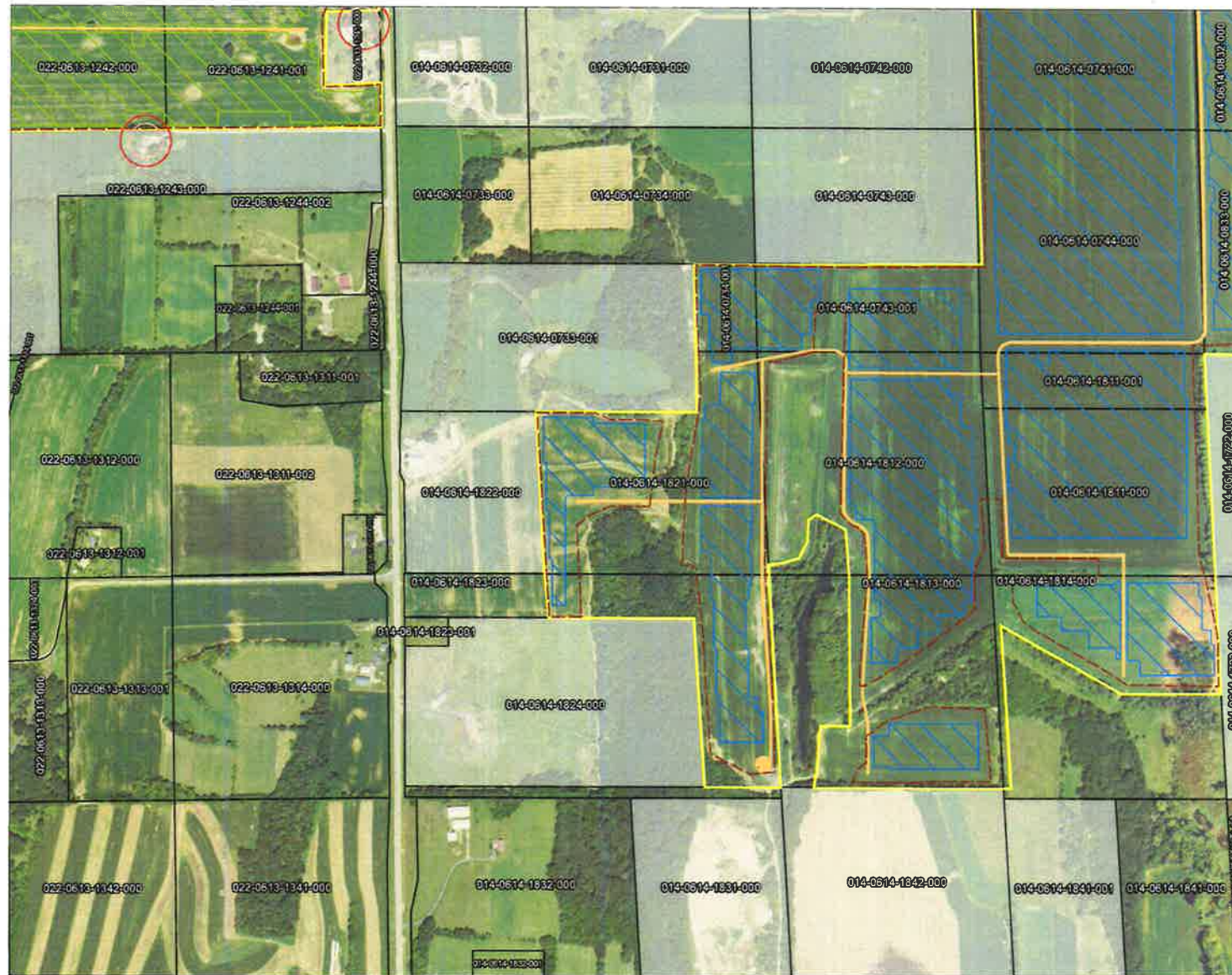


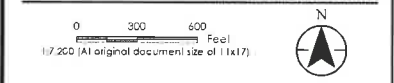
Figure No.
X
 Title
Neighboring Parcels

DRAFT

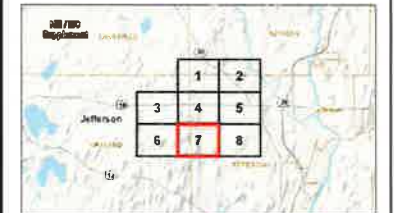
Client/Project
 Badger State Solar, LLC
 Badger State Solar Project

Project Location
 E. of Jefferson,
 Jefferson Co., WI

193705828
 Prepared by JG on 08/19/2021
 Technical Review by JG on 08/19/2021
 Independent Review by JG on 08/19/2021



- Legend**
- Project Boundary
 - Residence Building 100ft Buffer
 - Residence Building 150ft Buffer
 - Fence
 - Access Road
 - Jefferson County Parcels
 - Non-Participating Parcels Abutting Project Boundary
 - Panel Outline Area
 - Primary Array
 - Alternate Array
 - Optional Array



Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
2. Data Sources Include: Stantec, Ranger, Jefferson County, WDNR, WISOT
3. Orthophotography: NAF 2017





Figure No. **X** **DRAFT**

Neighboring Parcels

Client/Project
Badger State Solar, LLC
Badger State Solar Project

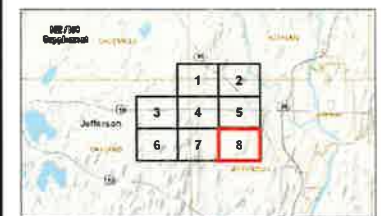
Project Location
E of Jefferson,
Jefferson Co., WI

193705828
Prepared by JD on 2019-10-21
Technical Review by SS on 2019-10-22
Independent Review by KK on 2019-10-22



Legend

- Project Boundary
- Residence Building 100ft Buffer
- Residence Building 150ft Buffer
- Fence
- Access Road
- Jefferson County Parcels
- Non-Participating Parcels Abutting Project Boundary
- Panel Outline Area**
 - Primary Array
 - Alternate Array
 - Optional Array



Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4902 Feet
2. Data Sources Include: (Source: Range), Jefferson County, WDNR, WDOT
3. Orthophotography: NAIP 2017

