

# VISTA SANDS JDA AGREEMENT NEGOTIATION SUMMARY

## JDA Document Changes as Compared to Portage Solar JDA:

**Recitals** – No significant changes were made.

**Agreement** – Numerical items listed below:

1. Planning
  - “Start of Construction” is defined more precisely as shown in footnote.
  - Minimal changes to most pre-construction planning events.
  - **Item 1.c:** Finalization of road issues and traffic routing determined 60 days prior to construction
  - **Item 1.d:** Requires in-person meetings with local officials and emergency responders 30 days prior to construction.
2. Project’s Use of Roads and Road Repair Obligations – (Costs to repair, maintain and reconstruct town roads is apportioned in the same manner as agreed to with Portage Solar).
  - **Item 2.c:** Town roads necessary for project access have been identified in an Addendum to the JDA document. Final determination of the roads needed will occur prior to start of construction and after plans have been approved by PSC. This will result in some roads being eliminated from those listed in addendum.
  - **Item 2.e:** Document details that local governments have both Driveway and Utility Ordinances that need to be adhered to.
  - **Item 2.f:** Usage of track-out-control mats is required at driveway entrance/exits during all major events.
  - **Item 2.g:** Municipal access to aggregate material at the time of decommissioning is subordinate to landowner leases.
3. Project’s Drainage Repair Obligations - Included additional verbiage for protection, preservation and repair or replacement of damaged drain tiles.
4. Utility Shared Revenue Payments - Dollar values updated to reflect project size of 1.31 gigawatts. Apportionment to each municipality subject to change based on final footprint. (Note: The revenue guarantee provisions from the Portage Solar JDA are also in this document.)
5. Assurances in Support of Decommissioning - Removed the provisions that would allow Vista Sands to not have financial assurances if acquired by a Wisconsin utility (must have financial assurances no matter who acquires it). To achieve that:

- **Item 5.b:** Financial assurance timing was changed from fifth (5<sup>th</sup>) anniversary of Project's COD to the tenth (10<sup>th</sup>) anniversary.
  - **Item 5.c:** Financial assurance timing was changed for tenth (10<sup>th</sup>) anniversary of Project's COD to the fifteenth (15<sup>th</sup>) anniversary.
6. Setbacks, Equipment Height, Vegetation, and Fencing
- **Item 6.a:** Project Setbacks from Residences of Non-Participating Properties – Increased to 150' from a structure or 100' from property boundary whichever is greater.
  - **Item 6.d:** Vegetation Management – Management Plans filed with PSC must conform with WDNR requirements, no mowing 4/15 – 8/1 within 1 mile of GRPC lek, mowing also restricted in pollinator habitat prior to 9/15.
  - **Item 6.e:** Fencing –
    - Item 6.e.1:** Fence height reduced from 8' to 7' and fence will be a minimum of 6" off the ground.
    - Item 6.e.3:** Fence no closer than 75' to navigable waterway unless a greater distance is required by Portage County Drainage District.
    - Item 6.e.5:** Larger parcels (320 acres or greater) must be divided in smaller fenced sub-parcels (160 acres or less) to provide more wildlife corridors.
    - Item 6.e.6:** A living or artificial snow fencing must be maintained a minimum of 40 yards from the traveled portion of designated north/south roadways.
    - Item 6.e.7:** Will attempt to reroute state snowmobile trails disrupted by Project.
    - Item 6.g:** Glare Reduction – Verbiage was expanded requiring mitigation for glare caused by angle of the sun during the winter months. Guarantee for no red glare on homes and roads. Will work on mitigation for green and yellow glare on Cty Hwy F.
  - **Item 6.k:** All fuel types shall be stored in a secondary containment system equal or greater than 150% of primary containment. All storage and fuel transferring must take place on an impervious surface.
7. Annexation – no change
8. Professional Fees - Maximum amount increased to \$75k from \$25k and includes expenses incurred while participating as an intervenor
9. Assignment of Interest – no change
10. Insurance - Liability limit increased from \$3M to \$10M
11. Battery Storage/High Capacity Well – Verbiage added to maintain an existing high capacity well for potential fire response needs at BESS site.
12. Scope – no change

13. Cooperation – Clarified and expanded such that we agree not to oppose project, withdraw from intervention, and refrain from filing adverse comments to PSC.
14. Compliance and Complaint Process – no change
15. Disputes – no change
16. Indemnification – no change
17. Compliance with Laws – no change
18. Entire Agreement – Does not require all named parties to agree and sign for JDA to be valid and enforceable between VSS and the executing party.
19. Severability – no change
20. Waiver – no change
21. Relevant Law – no change
22. Term – no change
23. Notices - Updated information for all possible participating parties.