

Concerns regarding JDA

1/8/2021

- Who is owner of Apple River LLC?—what is the NGR business model?
 - ***Apple River Solar, LLC is owned by National Grid Renewables. All our projects are standalone entities because each project has its own land agreements, permits, interconnection positions, etc., and those are things that are unique to that project.***
- If sold, will new owner be liable/adhere to the JDA?
 - ***Yes, refer to Section 8 of proposed JDA.***
- Does PCA collect and ensure assurances for decommissioning? Short term guarantees? After lifecycle, how are the solar panels disposed?
 - ***As stated in the decommissioning plan the module components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling all salvage material. Future pricing of solar panels is likely to vary as the market changes. For purposes of the decommissioning plan a very conservative value was used to estimate potential revenue, and that revenue is based on the salvage only. All components of the project will be salvaged or recycled to the extent possible. All other waste will be disposed of in accordance with state and federal law in an approved licensed solid waste facility. If there are any updates to the decommissioning plan as presented to PSCW, or through PSCW changes to the same, they will be publicly available.***
- Sec 8—no obligation to provide notice to parties (towns, county) if project is sold.
 - ***Revised language proposed to Section 8.***
- What are the penalties (if any) for not adhering to JDA?
 - ***Any remedy provided by law, which can include specific performance (i.e., getting done the act that is agreed to in the contract by that is not happening) and damages. Note that disputes, per Section 11, must first go through a mutual process to resolve the dispute, then go to non-binding mediation. Arbitration may follow.***
- What is CPCN? Needs more explanation.
 - ***Added in Recitals #1***

- How are the shared utility payments determined?
 - *Refer to the WI Utility Aid Formula summary sheet*
 - *MW based payment - \$2,000/MW of name plate generating capacity*
 - *Town is paid 1/3, County is paid 2/3*
 - *City or Village is paid 2/3, County is paid 1/3*
 - *Incentive Payments – municipality and County are each paid \$1,000/ MW*
- What happens if project defaults before year 11? Who pays decommissioning costs?
 - *The PSCW will retain jurisdiction over the CPCN, regardless of who the owner ultimately is, to ensure compliance with the commitments that the CPCN applicant agreed to in its CPCN application (Apple River or its purchaser), and upon which the PSCW relied in granting the CPCN. Language is proposed in Section 6 to make it clear that the obligations of the decommissioning shall survive any termination of the agreement.*
- History of business model: Any past project failures at this scale? Success stories?
 - *Solar and wind developments are complex and not ever a “one-size fits all”. Certain projects can be excellent in location, resource, and have community support – but run into environmental challenges below the ground, such as karst. Not every project originated makes it through the complete development cycle, to construction. This could be due to environmental constraints, commercial, interconnection challenges, permitting complexities, land suitability, etc. NG Renewables’ due diligence on Apple River Solar indicates that there are no concerns about the project having any challenges that would prevent its construction.*
 - *Cumulatively NG Renewables has developed over 2,400 MW of wind and solar projects that are operational or under construction.*
 - *In 2020 NG Renewables started construction on a 200 MW solar project in Coles County, IL with an expected commercial operation date of late 2021. NG Renewables started construction this past May and achieved commercial operation of 40MW worth of solar*

projects in MI in December 2020. Specific to WI, Alliant Energy is to acquire a 50 MW NG Renewables solar Project in Rock County, expected to start construction in late 2021.

- NGR- experience and success stories/failures-other projects
 - **Cumulatively NG Renewables has developed over 2,400 MW of wind and solar projects that are operational or under construction.**
- Can assurances be paid in full earlier than year 6? Breakage and disposal plan?
 - **We are willing to accelerate surety funding timeline; language proposed in Section 6.**
 - **If panels break, they will be taken to a recycling facility.**
- For all roads/driveways should “require” town approval (not optional)
 - **Our intent was not to make it “optional” rather, it would depend on the zoning authority for each driveway, as there are multiple access points. Language revised in Section 1.f to make this clearer.**
- Roads need to be minimum of 20 ft wide
 - **16’ is what we have currently designed to and is more than adequate for emergency and site access, even 12-14’ is accessible. Roads have hammerheads/turnaround that are sufficient to allow an emergency vehicle to enter turn around, and exit. These roads are sufficient for our work trucks and deliveries.**
 - **Additionally, we do not expect fire fighters to fight fires on equipment, we’d instead ask that they help contain the fire – wet ground around project perimeters.**
 - **Emergency responders would likely only be required to come into the solar farm to assist with a medical emergency. In that case we would help guide the responders to the injured person and help them find the closest point to turnaround.**
 - **Environmentally an increase from 16’ to 20’ is very substantial and would cause a large increase in graveled surface area. This would nearly double the impervious surface area of the Project (which is otherwise low), resulting in an increase in runoff and an increase in stormwater controls. More soil would be required to be disturbed, resulting in less stable ground cover for the life of the Project.**
 - **From an infrastructure standpoint an increase this large on gravel would result in a larger number of deliveries for the material,**

increasing temporary disruption of traffic and increase potential wear and tear.

- 3b) strike? Need to negotiate-towns might not have the capacity to fix
 - ***We were not sure what exactly this referred to if it was meant for Section 2 or Section 3. We proposed to strike out of Section 2 the language that we believe gave the County concerns. Can discuss if proposed changes to JDA do not address County's concern.***
- Can we see a template of a landowner lease agreement?
 - ***No, our leases are confidential agreements. This is industry-standard practice in order to protect terms and conditions that benefit both the developer and the participating landowner.***
- #3) Apple River Solar "shall" instead of "will" develop an ECP
 - ***Revised language in Section 3.***
- Setbacks from property line instead of buildings.
 - ***This setback was voluntary introduced by Apple River and is consistent among all proposed NG Renewables solar projects under review by the PSCW. This is a conservative voluntary induced setback that is kept consistent across all Projects and exceeds any applicable local ordinance requirements.***
- Minimum of 8' for fencing or PSC higher recommendation
 - ***We could change this to the greater of 8' or whatever the PSCW orders, but it is possible that there could be a reason why the PSCW orders something less than 8' at a particular location. As a practical matter we cannot contract away the PSCW's right to condition the CPCN on what it wants, including fence height. As such, we have left Section 7.d.1 unchanged.***
- Concerns over deer crossing Hwy 8
 - ***Apple River Solar has outlined it will coordinate with WDNR if wildlife trails are identified. Refer to Section 7.d.2***
- Explain hazardous materials/disposal risks within panels.
 - ***There are no hazardous material disposal risks associated with JA Solar 450 W panels. The panels are engineered safe for landfill disposal. However, we expect reuse or recycling options to be accessible during the operating life of the Project and at decommissioning.***