VILLAGE OF MCFARLAND **Sustainability & Natural Resources Committee** *NOTICE OF PUBLIC MEETING*

**Monday, May 8, 2023** **6:00 PM** **McFarland Municipal Center**
*Community Room*

AGENDA

You are invited to this meeting through a Zoom webinar. The public may attend in-person or remotely through the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/85120458074

Or by Telephone: +1 (312) 626-6799
Webinar ID: 851 2045 8074
Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER, ROLL CALL.

2. PUBLIC APPEARANCES.
   a. This is an opportunity for members of the public to address the Sustainability and Natural Resources Committee for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Committee about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Committee should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Committee for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to sustainability@mcfarland.wi.us to be included as part of the meeting.

      Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

3. APPROVAL OF MINUTES.
   a. Motion to approve the minutes of the April 19, 2023 meeting.

4. BUSINESS.
   a. Discussion and possible action to make a recommendation to the Village Board regarding approval of a Vacant Land Lease Agreement with the McFarland School District for the purpose of subleasing parcel 154/0710-354-8341-1, near 3451 Siggelkow Road, to Wisconsin Power & Light Company for a solar photovoltaic generating facility.

   b. Discussion and possible action to make a recommendation to the Village Board regarding a proposal from HGA for design, bid, and construction administration services for installation of a battery and microgrid at the Public Safety Center.

   c. Update regarding the Burma water tower repainting project

   d. Update regarding McDaniel Park beach improvement project

    e. Discussion regarding 2023-2024 sustainability and natural resource initiatives.

5. SCHEDULE NEXT MEETING DATE.
    a. Monday, June 12, 2023 at 6:00 p.m.

6. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

# Minutes
# Sustainability & Natural Resources Committee Meeting
## April 19, 2023

**Members Present:** Mike Flaherty, Carolyn Clow, Kitty Brussock (7:03pm), Bruce Fischer, Judy Taber

**Members Absent:** Angela Freedman, Nina Schultz

**Staff Present:** Sayer Larson, Kong Thao, Phil McDade, Lee Igl

1. CALL TO ORDER

   Flaherty called the meeting to order at 7:01 PM.

2. PUBLIC APPEARANCES.

   No public appearances.

3. APPROVAL OF MINUTES.

   a. Fischer motioned to approve the minutes of the March 13, 2023, Sustainability & Natural Resource Committee meeting. Seconded by Taber. Motion carried 4-0.

4. BUSINESS.

   a. Discussion regarding public information meetings held for conservancy management plan.

      Larson provided summary on the agenda item and discussion on the feedback received at the public input meetings. One emphasis was on the concern for water and flooding in the Grandview Conservancy. Igl provided comments on feedback received from the PIM and the committee's discussion on dredging.

   b. Update regarding the upcoming Arbor Day event.

      Larson provided the committee with details of the Arbor Day event, which was open to all members of the public with activities for adults and children. The committee discussed the tree inventory activities.

   c. Discussion on No Mow May website and registration.

      Thao provided a walkthrough of the No Mow May website and registration and details on sign pickup. The committee inquired on the outreach and publication for No Mow May activities. Thao confirmed publications on the website, community outlook and lookout articles are all in the works.

   d. Discussion on OEI Grant Application Update

Thao provided summary on the business item while introducing the HGA staff that provided technical assistance on the application. Thao shared details of upcoming meetings and activities following the Public Service Commission's announcement. Alex Harris, HGA, provided details on microgrid technology and discussed with the committee battery storage, on-off grid technology, and what this function means for the Public Safety Center.

e. Discussion and possible action to make recommendation to the Village Board regarding approval of a proposal from HGA for Comprehensive Energy Planning and Predesign Net Zero Energy Services for the Community Center.

Thao provided summary on the business item including the details of the scope of services of HGA's proposal. Alex Harris and Mike Barnett, Mechanical Engineer and Project Manager at HGA, were present to discuss the details of the proposal and its scope of services. The committee discussed water usage, energy reduction methods and impacts on municipal operations. The committee recommended adding language which supports exploring options for federal funding and other resourced dollars be included as part of the scope of services.

Clow motioned to recommend to the Village Board approval of the proposal from HGA for Comprehensive Energy Planning and Predesign Net Zero Energy Services for the Community Center with HGA amendments to the plan to include exploring possible options for federal funding through the incentive programs, IRA, Infrastructure Funding and other. Flaherty seconded the motion. Motion carried 5-0.

5. SCHEDULE NEXT MEETING DATE.

    a. Monday, May 8, 2023, at 6:00 PM

6. ADJOURNMENT.

Fischer motioned to adjourn; Seconded by Taber. Motion carried 5-0. Meeting adjourned at 7:58 PM.

VILLAGE OF
McFarland

## SUMMARY SHEET

| | |
|---|---|
| **MEETING DATE:** | **Monday, May 8, 2023** |
| **SECTION:** | **Business** |
| **DEPARTMENT:** | **Community Development** |
| **CONTACT:** | **Andrew Bremer, Comm & Eco Dev Director, Kong Thao, Associate Planner** |
| **AGENDA ITEM:** | **Discussion and possible action to make a recommendation to the Village Board regarding approval of a Vacant Land Lease Agreement with the McFarland School District for the purpose of subleasing parcel 154/0710-354-8341-1, near 3451 Siggelkow Road, to Wisconsin Power & Light Company for a solar photovoltaic generating facility.** |

**PREVIOUS ACTION:**

On April 5, 2022, approximately 68 acres of farmland was listed for sale on the Village's east side. The entire listing consists of one 60 acre parcel and another 8 acre parcel (Property), both owned by the Joseph McFarland & McFarland Trust (Seller). These lands were annexed to the Village in 2017, are currently undeveloped farmland, zoned Exclusive Agriculture, and outside of the Village's urban service area boundary. The properties were listed for a price of $55,000 per acre, or $3,740,000 for the entire 68 acres. The 8-acre property sits directly adjacent to the existing Wisconsin Power & Light/Alliant electrical substation on the south side of Siggelkow Road. It is also nestled between the substation and the Hope Rod and Gun Club, with a driveway easement along the eastern property line serving the gun club. The eastern side of the parcel also contains the large ATC overhead transmission lines.

In April of 2022, Village Staff met with various representatives from Alliant to discuss the possibility of a solar installation on the 8-acre property. Given the proximity of the property to the substation, Alliant was interested in partnering with the Village to build a solar installation on the property. Alliant operates a Customer Hosted Renewables Program in which they will pay for the upfront costs to install solar infrastructure on municipal property and then provide an annual lease payment back to the municipality. Alliant also pays for the cost of maintaining the solar infrastructure. Municipalities have the option of receiving renewable energy credits to meet their renewable energy goals. On April 11, 2022, the Village Board unanimously approved issuing an offer to purchase parcel #154/0710-354-8341-1 with the intent of working with Alliant Energy to develop a small-scale solar installation on the property to offset the Village's municipal energy consumption through renewable resources.

On June 28, 2022, the Village Board approved Resolution 2022-18, a resolution ratifying and approving the purchase of property at or around 3454 Siggelkow Road (Parcel 0710-654-8341-1). On January 6, 2023, the Village closed on the purchase of the 8-acre parcel that has been identified for the future installation of a small solar installation.

**ISSUE SUMMARY:**

Over the past year, staff from the Village, School District, and Alliant Energy have been working collaboratively on a joint effort to build a small solar photovoltaic generating facility adjacent to the existing WPL electrical substation at 3451 Siggelkow Road under Alliant's Customer Hosted Renewable Program. Included in the packet is a Vacant Land Lease Agreement (primary lease) between the Villlage of McFarland (Lessor) and the McFarland School District (Lessee). In order to stay within the broader parameters of the Customer Hosted Renewable Program, the Village is not able to enter into a contract directly, or jointly with the School District, and Alliant. To qualify under the program, the Village will enter into an agreement with the School District to lease the property to the District. The District would in turn sublease the property to Alliant under the Customer Hosted Renewable Program. The sublease between the School District and Alliant is included as Exhibit 2 of the primary lease between the Village and School District. The McFarland School Board is scheduled to meet on May 15th to approve the Primary Lease and the Sublease.

Andy Ehlert (Alliant Resource Development Project Manager) will be attending the meeting to provide an overview of the solar project. The size of the solar installation is estimated to be approximately 1.4 MW depending on final design. The terms of the lease are 20 years plus three 5-year extensions. Lease payments and the renewable energy certificates (RECs) generated from the site would be distributed from Alliant to the School District, which in turn would distribute a portion of the lease payments and RECs to the Village. The lease payments would be used to recoup the cost of purchasing the land and the RECs will be retired by the Village to meet the Village Sustainability Plan renewable energy goals of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040. At the end of the lease, Alliant would remove their site improvements and the land will continue to be owned by the Village for future uses to be determined.

**RECs**

The number of RECs for the facility is based on the actual amount of energy generated per month. Each megawatt hour creates one renewable energy credit. Based on the size and estimated performance of the facility, the site will generate more than enough RECs to offset the amount of non-renewable electric energy consumed by the Village. In 2022, Village operations consumed 1,142,313 kWh of energy, or 1,142 MWh. This represents approximately 52% of the estimated RECs to be generated from the site. Under the terms of the Sublease, Alliant will transfer the RECs to the School District via an account through MRETS. Under the terms of the Primary Lease, the School District will transfer 60% of the RECs to the Village. The Village will then retire the RECs in order to meet our renewable energy goals. The Primary Lease assumes additional future growth in non-renewable energy consumption by the Village from 2022 consumption levels. The additional capacity is estimated at 182,187 kWh. For comparison purposes, in 2022, the Municipal Center used 315,680 kWh and the Library used 193,400 kWh.

**Lease Revenue**

The lease compensation is based on a formula developed under the Customer Hosted Renewable Program which is further described in Exhibit E of the sublease. The Gross Annual Lease Amount is estimated to be $71,568, or $5,964 per month. The monetary value of the RECs is then deducted from the gross lease payment. The value of a REC is market driven and is set based on the market value the day prior to signing the lease. The current estimated value of each REC is $4/REC, for an annual total of $8,830. This amount is deducted from the gross lease payment to arrive at an estimated net lease payment of $62,738. Under the terms of the Primary Lease, MSD will provide VOM 53% of the monthly and annual net lease revenues. This equates to approximately $33,251 per year, or $2,771 per month. The Village will incur $2,200 in annual expenses for its MRET account for the transfer, retirement, and potential sale of excess RECs transferred from MSD. This results in an estimated annual net income of $31,051.

Following approval of the lease documents by the District and Village, Alliant will move forward with detailed site planning and permitting for the project. Once that is completed, construction can begin.

**FINANCIAL/BUDGET IMPACT:**
The 2023 Capital Budget includes $300,000 for the acquisition of the 8-acre property which was completed in January of this year. Net revenue from the lease payments is estimated to be $31,051 per year. At this rate, the Village will be able to recoup its land acquisition costs in 10 years and the project is estimated to return $1M in net income over the maximum 35-year term of the agreement.

**VILLAGE PLAN REFERENCE:**
**2023 East Side Neighborhood Plan.** The property is identified for future Civic/Institutional/Utilities within the future land use map, including the development of a community solar facility.

**2022-2023 Strategic Implementation Plan.** Goal B Public Infrastructure, Action ii: Complete property acquisition to allow for the development of solar array and Action vi: Continue planning with partners as applicable to develop solar array to offset municipal energy consumption.

**2021 Sustainability Plan.** Includes a near-term Energy Action to *"work with energy providers to develop a community-scale solar energy installation and/or develop a program for leasing municipal rooftops for solar."* The plan also includes the goal of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040.

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**
Motion, second, to recommend to the Village Board approval of a Vacant Land Lease Agreement with the McFarland School District for the purpose of subleasing parcel 154/0710-354-8341-1, near 3451 Siggelkow Road, to Wisconsin Power & Light Company for a solar photovoltaic generating facility subject to any final lease adjustments recommended by the Village Attorney.

**ATTACHMENTS:**
1. Joint Solar Project Estimated Income and Expenses_05.03.2023
2. VOM-MSD Vacant Land Lease Draft_05.03.2023

VILLAGE OF

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Estimated MSD and VOM Income and Expenses for Solar Project

| MSD Income | | VOM Income | |
|---|---|---|---|
| Gross Annual Solar Lease Payment from Alliant | $71,568 | Annual Revenue Sharing Payment from MSI | $33,251 |
| Annual REC Deduction | -$8,830 | Annual Value of RECs Transferred from MSI | $5,298 |
| Net Annual Solar Lease Payment from Alliant | $62,738 | Annual Land Lease Payment from MSD | $0 |
| Revenue from Sale of Remaining RECs not Transferred to VOM | $3,532 | | |
| Total Income | $66,270 | Total Income | $38,549 |
| **MSD Expenses** | | **VOM Expenses** | |
| Annual Revenue Sharing Payment to VOM | $33,251 | Annual M-RETS Subscription | $2,200 |
| Annual M-RETS Subscription | $2,200 | Value of Retired RECs | $5,298 |
| Total Expenses | $35,451 | Total Expenses | $7,498 |
| Annual Net Income | $30,819 | Annual Net Income | $31,051 |
| 20 Year Net Income | $616,377 | 20 Year Net Income | $621,023 |
| 25 Year Net Income | $770,472 | 25 Year Net Income | $776,279 |
| 30 Year Net Income | $924,566 | 30 Year Net Income | $931,534 |
| 35 Year Net Income | $1,078,660 | 35 Year Net Income | $1,086,790 |
| Land Acquisition Cost | NA | Land Acquisition Cost | $300,000 |
| Payback Years on Acquisition | NA | Payback Years on Acquisition | 9.66 |
| 20 Year Net Profit | $616,377 | 20 Year Net Profit | $321,023 |

DRAFT -

# VACANT LAND LEASE AGREEMENT
## Village of McFarland and McFarland School District

This Lease Agreement ("***Lease***" or "***Agreement***"), dated as of ________________, 2023, (the "***Effective Date***"), is by and between the Village of McFarland, a Wisconsin municipal corporation, as Lessor ("***Lessor***"), and McFarland School District, a ________________ common school district, as Lessee ("***Lessee***"). In this Lease, Lessor and Lessee are sometimes referred to individually as a "***Party***" and collectively as the ***"Parties."***

## RECITALS

**WHEREAS**, Lessor is the owner of certain real property in the Village of McFarland (the **"Property"**) legally described in 1 hereto;

**WHEREAS**, Lessee desires to lease the Property from Lessor for the sole purpose of subleasing the same to Wisconsin Power & Light Company on substantially the terms contained in Exhibit 2 hereto for the construction and operation of, a solar photovoltaic generating facility (the "***Customer-Hosted Facility***");

**WHEREAS,** the Parties have reached agreement on the terms and conditions to govern said lease, and intend to document such agreements by this instrument;

**NOW**, **THEREFORE**, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Lessee and Lessor agree as follows.

## SECTION 1 -- DEFINITIONS

When used in this Lease, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"***Access Easement***" means Lessee's non-exclusive appurtenant rights for ingress, egress, and access to and from the Property pursuant to the Access Easement attached as Exhibit D to the Sublease (as defined below), over a portion of the adjacent property for purposes of providing Lessee with access to the Property.

"***Affiliate***" means with respect to any entity, such entity's general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any governmental authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation (i) the Lessee's leasehold, access and easement interests in and to the Property or any part thereof in connection with the Permitted Use, and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Customer-Hosted Facility.

**"*Effective Date*"** means the date set forth in the introductory paragraph of this Lease.

"***Environmental Laws***" means all local, state or federal laws relating to health, safety, pollution, protection of the environment or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and all amendments, regulations, orders, decrees, permits, licenses, common law duties, legally binding guidelines and deed restrictions now or hereafter promulgated thereunder or made pursuant thereto.

"***Force Majeure***" means any acts, events, or occurrences that: (i) are not anticipated as of the execution date of this Lease; (ii) are not caused by the fault, negligence or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), or regional or national strikes or labor disputes (including walk outs, work stoppages, or slowdowns).

"***Hazardous Materials***" means collectively, (i) any substance, material, waste, solid, liquid, gas, odor or form of energy, from whatever source, that is subject to or regulated by any current or future Environmental Law; (ii) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "solid waste," or "hazardous waste" in any Environmental Law; (iii) mold, fungi or other similar substance, and (iv) more specifically, but not by way of limitation, (a) any substance now or in the future designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, as amended, 33 U.S.C. 1321(b)(2)(A); (b) any toxic pollutant listed under Section 307(a) of the Clean Water Act, 33 U.S.C. 1317; (c) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14) & 9601(33); (d) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (e) petroleum, including crude oil or any fraction thereof; (f) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. 6921 et seq.; (g) any material defined as “hazardous waste” pursuant to 40 C.F.R. Part 260; (h) any hazardous air pollutant listed under Section 112 of the Clean Air Act, 42 U.S.C. 7412; (i) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (j) any substance, the presence of which causes or threatens to cause a nuisance on the Plant or Site or a nuisance or trespass to real estate in the vicinity of the Plant or Site; (k) underground storage tanks; (l) urea-formaldehyde foam insulation; (m) asbestos and asbestos containing materials (whether friable or non-friable); (n) atmospheric radon at indoor concentrations exceeding 4 picocuries per cubic liter; and (o) any and all other substances, materials and wastes which are characterized as “pollutants” or “contaminants” or as “toxic” or “hazardous” under Environmental Laws.

“***Interest Rate***” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two (2) percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessee and reasonably acceptable to Lessor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“***Lessee Senior Representative***” shall mean Director of Business, McFarland School District..

“***Lessor Senior Representative***” shall mean Administrator, Village of McFarland.

“***Parties***” means Lessor and Lessee, and their respective successors and permitted assignees.

“***Party***” means Lessor or Lessee, and their respective successors and permitted assignees.

“***Permits***” means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any governmental authority for the construction, operation and maintenance of the facilities authorized under the Sublease.

“***Permitted Use***” means the use and occupation of the Property by Sublessee as authorized by the Sublease.

“***Person***” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

“RECs” means renewable resource credits (also referred to herein as renewable energy credit), which are defined in Wis. Stat. §196.378(3) and which are received by the Lessee as compensation under the Sublease.

"***Release***" or "***Released***" means or refers to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material or pollutant or contaminant), and includes a threatened Release.

"***Remediation***" or "***Remediate***" means or refers to any (i) investigation, monitoring, clean-up, containment, remediation, mitigation, restoration, enhancement, removal, disposal or treatment of any Release or other condition involving non-compliance with Environmental Laws to remediation standards required by Environmental Laws, including the preparation and implementation of any work plans and the obtaining of authorizations, approvals and permits from governmental authorities with respect thereto, and (ii) any response to, or preparation for, any inquiry, order, consent order, hearing or other proceeding by or before any Governmental Authority with respect to any such non-compliance or otherwise pursuant to any Environmental Law.

"***Required Approvals***" means the permits, licenses, or other approvals from any federal, state, or local Governmental Authority or other third parties, directly related to and required for the design, installation, construction, and operation of the Customer-Hosted Facility.

***"Sublease"*** means the Sublease between Lessee and Wisconsin Power & Light Company attached hereto as Exhibit 2.

***"Sublessee"*** means the Sublessee holding the rights in the Property pursuant to the Sublease.

"***Termination Date***" means the last day of the term of the Sublease, or the termination thereof.

**SECTION 2 -- LEASE OF PROPERTY**

2.1 Property. Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of Lessee to be paid, kept, and performed, does hereby lease, rent, let, and demise unto Lessee, and Lessee does hereby take, accept, hire, and lease from Lessor, upon and subject to the conditions hereinafter expressed, the Property for the sole and exclusive purpose of subleasing the same and complying with all of the terms and conditions imposed upon Lessee as Lessor under the Sublease, along with the right to the use of the Access Easement as defined in Exhibit D to the Sublease. The Lessees rights hereunder are subject to all present and future zoning laws, ordinances, resolutions and regulations of the Village of McFarland, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit the use of the Property for the Permitted Use, and provided that Lessor shall not restrict or encumber Lessee's use of the Property for the Permitted Use after the Effective Date or otherwise mortgage Lessee's leasehold interests in the Property without first allowing Lessee at least fifteen (15) days prior to the execution of such mortgage to obtain a subordination, nondisturbance and attornment agreement ("***SNDA***") from Lessor's lender in a form reasonably acceptable to Lessee; and

2.2 Ownership of Sublessee's Improvements. Lessor shall have no ownership of, or other interest in, the improvements constructed by Sublessee as authorized by the Sublease, except as provided in Sec. 6(c) thereof, or in any personal property belonging to Sublessee under the terms of the Sublease.

2.3 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use or permit the use of the Property for any use other than the Permitted Use. Lessor shall not conduct or permit, whether by act or omission, any uses on the Property that conflict with or interfere with the Permitted Use.

2.4 Delivery of Possession. Lessor shall deliver possession of the Property to Lessee on or before the date established for occupancy by Sublessee as provided in the Sublease.

## SECTION 3 -- TERM

3.1 Term. The "***Term***" shall begin on the Effective Date and terminate at such time as Lessee's Sublease terminates in accordance with Sec. 3 of the Sublease.

3.2 Memorandum of Lease. If requested by Lessee, Lessor shall execute a Memorandum of Lease in a form reasonably agreeable to Lessor and Lessee for recording in the official records of Dane County, Wisconsin. Upon the expiration or earlier termination of this Lease, Lessee agrees to execute an instrument releasing all of its rights granted herein except those rights which expressly survive the termination of this Lease, to obtain a similar release instrument from Sublessee, and to deliver the same to Lessor within sixty (60) days after the Termination Date.

## SECTION 4 -- RENT AND OTHER CONSIDERATION

Lessee agrees to pay Lessor the amounts determined under this section as consideration for the Lease, Access Easements, and Lessee's other rights and interests in the Lessor's Property.

4.1 RECs. The Lessee shall exercise its option under the Sublease to receive the maximum number of RECs to which it is entitled in lieu of cash rent under the Sublease. As partial consideration for this Lease, Lessee shall, within thirty (30) days of receipt of such RECs, transfer sixty percent (60%) thereof to Lessor.

4.2 Cash Rent. In addition to the compensation payable under Section 4.1, Lessee shall pay to Lessor, within thirty (30) days after receipt thereof from Sublessee, fifty three percent (53%) of the Monthly Rent as defined in the Sublease paid by Sublessee to Lessee pursuant to Exhibit E to the Sublease.

## SECTION 5 -- INSURANCE

5.1 Insurance Requirements. Beginning on the Effective Date and throughout the Term, Lessee shall maintain the policies of insurance and coverages set forth on Exhibit C to the Sublease.

## SECTION 6 -- SURRENDER ON TERMINATION

6.1 Surrender of the Property and Removal of the Improvements.

(a) Lessee shall enforce all of the provisions of Section 6 of the Sublease and surrender possession of the Property to Lessor at the time such possession is surrendered by its Sublessee. In the event its Sublessee shall fail to comply with the provisions of said Section 6, Lessee shall diligently enforce the provisions thereof.

## SECTION 7 -- DUTY TO MAINTAIN

7.1 Lessee's Duty. Lessee shall diligently comply with and enforce against Sublessee, as applicable, the provisions of Sec. 7 of the Sublease requiring maintenance of the property. Lessee shall promptly provide copies of any notices sent or received by Lessee under said section to Lessor.

## SECTION 8 -- SUBORDINATION; NONDISTURBANCE

8.1 Subordination and Nondisturbance.

(a) Except in accordance with and subject to the provisions of this Lease, including Section 8.1(b) below, after the Effective Date, neither Lessee nor Lessor shall create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialman's lien or any mortgage upon the Property, and Lessor will not suffer any other matter or thing whereby the estate, rights and interests of Lessee in the Property or any part thereof might be impaired. Lessee shall enforce a similar prohibition against its Sublessee.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that the Sublessee may grant a security interest in its rights to the extent permitted by the Sublease.

(c) Lessor agrees not to further restrict the Permitted Use or encumber the Property after the Effective Date or otherwise further mortgage the Property without first allowing Lessee or the Sublessee at least fifteen (15) days to obtain a SNDA from Lessor's lender.

8.2 Discharge. If any mechanic's, laborer's or materialman's lien, or any mortgage, shall at any time be filed against the Property by reason of Lessee's or Sublessee's failure to make a payment to any contractor or subcontractor of Lessee or Sublessee, Lessee, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessor, and costs and expenses reasonably incurred by Lessor in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessor's making of the payment of the cost and expenses, shall be paid by Lessee to Lessor within thirty (30) calendar days of Lessor's invoice therefor.

Similarly, if any such lien or mortgage shall at any time be filed against the Property by reason of Lessor's failure to make a payment to any contractor or subcontractor of Lessor, Lessor, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessor shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessee may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessee, and costs and expenses reasonably incurred by Lessee in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessee's making of the payment of the cost and expenses, shall be paid by Lessor to Lessee within thirty (30) calendar days of Lessee's invoice therefor.

## SECTION 9 -- QUIET ENJOYMENT

9.1 Quiet Enjoyment. Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor warrants and agrees that, throughout the Term:

(a) Any uses of the Property by Lessor or any third party acting under the authority of Lessor shall not unreasonably interfere with the Permitted Use and shall not materially reduce the solar insolation available to the Customer-Hosted Facility that uses solar to generate electricity; and

(b) Lessee shall be entitled to peaceful and quiet enjoyment of the Property, subject to the terms of this Lease. Lessor agrees, in good faith, to make commercially reasonable efforts to protect Lessee from interference or disturbance by other lessees or third persons. Lessee covenants and agrees that it will not adversely affect the quiet enjoyment of other lessees in the Property.

## SECTION 10 -- INDEMNIFICATION

10.1 To the maximum extent permitted by law, each Party (the "***Indemnifying Party***") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "***Indemnified Party***") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "***Claims***") suffered or incurred by such Indemnified Party, arising from:

(a) physical damage to the Indemnified Party's property to the extent caused by any act or omission of the Indemnifying Party or any Related Person;

(b) physical injuries or death to or of the Indemnified Party or a third-party, to the extent caused by any act or omission of the Indemnifying Party or any Related Person thereof;

(c) any Event of Default arising from breach of any covenant which remains uncured beyond applicable cure periods, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Agreement;

(d) the presence or release of Hazardous Materials in, under, on or about the Property, which are or were brought or permitted to be brought onto the Property by the Indemnifying Party or any Related Person thereof; or

(e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof.

10.2 Notwithstanding the foregoing, in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from, or contributed to, by the Gross Negligence (defined below) or willful misconduct of such Indemnified Party or any Related Person thereof.

10.3 <u>No Consequential Damages</u>. Notwithstanding anything in this Agreement to the contrary, in no event shall a Party be liable to the other Party for any indirect, consequential, incidental, or punitive damages, including, without limitation, lost revenues, profits, interest charges, cost of capital, or claims of its customers except to the extent specifically provided under this Agreement.

10.4 <u>Related Persons</u>. As used herein the term "Related Person" shall mean any Affiliates, contractors, lessees, and subtenants of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, contractors, subcontractors, licensees, invitees, guests, successors and/or assigns, but explicitly excluding the other Party and its Related Persons.

10.5 This indemnity shall survive expiration or earlier termination of this Agreement as provided Section 16.19.

## SECTION 11 -- ASSIGNMENT

11.1 <u>Assignment by Lessor</u>. Neither party may assign its rights or obligations under this Lease without the written consent of the other party.

## SECTION 12 -- TERMINATION, DEFAULT, AND REMEDIES

12.1 This Lease shall terminate upon the expiration or termination of the Sublease, except for those obligations which, by their terms, arise upon or survive the termination hereof.

12.3 Effect of Termination. Upon any termination of this Lease, Lessee shall assure the removal of all improvements from the Property, including any above-ground or below-ground cables, wires, junction boxes, or other equipment included as part of or used in conjunction with the Permitted Use and shall restore the Property and Access Easements to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty, all in accordance with the provisions of Section 6 of the Sublease.

12.4 Termination for Default. The following events shall be deemed to be events of default (each an "***Event of Default***" and collectively, the "***Events of Default***"):

(a) The failure to make any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for a period of thirty (30) days after written notice of such failure has been received by the defaulting Party. If the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, exemplary or punitive damages) in escrow with any reputable third party escrow agent or the court, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the non-defaulting Party's right to institute legal action for recovery of such amounts;

(b) Any act or omission of Lessor that materially impacts, affects, or impairs the ability of Sublessee to operate the Permitted Use, and if such failure continues for a period of thirty (30) days after written notice specifying such failure has been received by Lessor, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days;

(c) This Lease becomes subject to execution, attachment, or other process or Law; or

(d) A Party's failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure to continues for a period of thirty (30) days after written notice specifying such failure has been received by the defaulting Party and the defaulting Party's Mortgagee or Leasehold Mortgagee, as the case may be, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

12.5 Remedies in the Event of Default. In an Event of Default, the non-defaulting Party shall be entitled to any or all of the following remedies:

(a) Terminate this Lease by written notice to (i) the defaulting Party and (ii) the defaulting Party's Mortgagee or Leasehold Mortgagee, as applicable, and such termination shall be effective thirty (30) days after receipt of such notice.

(b) Cure the Event of Default at the defaulting Party's expense, and obtain reimbursement from the defaulting Party upon demand for the reasonable cost of curing the Event of Default, including, but not limited to, attorneys' fees and costs, together with the Interest Rate from the date of such expenditure until the same is repaid; and/or

(c) Exercise any and all remedies available to the non-defaulting Party at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction or other equitable relief.

12.6 Additional Damages. In addition to any other damages to which the non-defaulting Party is entitled under this Lease and applicable law, the non-defaulting Party shall be entitled to the following additional damages in an Event of Default by the defaulting Party:

(a) Damages Incurred by Lessor to Regain Possession Following the Termination Date. If Lessee fails to timely surrender the Property, Lessor shall be entitled to recover from Lessee the cost of regaining possession of the Property, including any reasonable attorneys' fees.

(b) Damages Incurred in the Event of Constructive Abandonment Following the Termination Date. In the event of a Constructive Abandonment following the Termination Date as provided under Section 6.1(c) of the Sublease, Lessee shall remove all improvements from the Property, other than improvements to the Access Easement. In the event Lessee shall fail to do so, Lessee shall reimburse Lessor for reasonable and documented costs of such removal and disposal, net of salvage value received by Lessor, if any, and restoration of the Property to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Lessee's liability for these damages shall survive expiration or earlier termination of this Lease.

12.7 Liability Upon Termination. Except as set forth in provisions surviving the termination of this Lease, as provided in Section 16.15, and except with respect to any amounts owed and due by Lessee or Lessor prior to or following the Termination Date, the Termination of this Lease shall relieve Lessor and Lessee of future liability and obligations under this Lease.

12.8 Force Majeure. If performance of the Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

## SECTION 13 -- LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows:

(a) Lessee is an organization, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to transact business in the State of Wisconsin.

(b) Lessee has legal capacity to enter into and perform this Lease.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

(d) To Lessee's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(e) Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law or provide Lessor with title insurance insuring Lessor's interest in the Property against such lien claim.

(f) Hazardous Materials. Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any Environmental Law, on or under the Property. Lessee shall indemnify Lessor against any such violation resulting in the Release of Hazardous Materials onto the Property that is caused by Lessee or Lessee's agents or contractors and occurs after the Effective Date. Lessee shall promptly notify Lessor of any such violation. In no event, however, shall Lessee be required to clean up, remove or take other remedial action with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Materials brought onto the Property by Lessor, or by Lessor's employees, agents, contractors, subcontractors, representatives or invitees. Lessee will not be responsible for any Hazardous Materials not introduced to the Property by Lessee or its employees, agents, contractors, subcontractors, representatives or invitees. Lessee is not responsible for any pre-existing environmental conditions at the Property.

## SECTION 14 --
## LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

14.1 Lessor Representations and Warranties. As of the date of this Lease, Lessor represents, warrants, and covenants the following to Lessee:

(a) Lessor has received any necessary state, local, or municipal authorizations, if any, necessary to enter into this Lease.

(b) Lessor has the right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Lessor is authorized to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

14.2 Lessor Covenants. Lessor makes the following covenants to Lessee:

14.2.1 No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity shall not, currently or prospectively, materially interfere with the rights of Lessee, or Sublessee, granted hereunder.

14.2.2 Requirements of Governmental Agencies. Lessor shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Lessor, in complying with or obtaining any governmental approvals for the use of the Property by Sublessee, including execution, if necessary, of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting Sublessee's activities.

14.2.3 Hazardous Materials. Lessor shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property. Lessor shall indemnify Lessee against any such violation that is caused by any Lessor or any employee, contractor or agent of Lessor whether such violation existed before or after the Effective Date. Lessor shall promptly notify Lessee of any such violation. If Remediation is required due to Hazardous Materials in, on, or under the Property, not including the Access Easement, which was not directly caused by Lessee, so long as Lessee is not in default of the Lease, Lessee shall have the option to terminate this Lease in accordance with Section 12 as if an Event of Default occurred under Section 12.4(d).

14.2.4 Litigation. To the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened in writing or anticipated with respect to, or which could affect, the Property. If Lessor learns that any such litigation, action, claim or proceeding is threatened in writing or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.

## SECTION 15 -- NO WAIVERS

15.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either in law or in equity. The failure of Lessor or Lessee to insist upon the strict performance of any one of the covenants or agreements of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Lessor or Lessee herein specified or any other right or remedy that Lessor or Lessee may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

15.2 Acceptance of Payment. Neither receipt nor acceptance by Lessor of any payment due herein, nor payment of same by Lessee, shall be deemed to be a waiver of any default under the covenants or agreements of this Lease, or of any right or defense that Lessor or Lessee may be entitled to exercise hereunder.

## SECTION 16 -- MISCELLANEOUS

16.1 Successors and Assigns. This Lease shall run with the land and shall inure to the benefit of and be binding upon Lessor and Lessee and any permitted assignee and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

16 .2 Notices. Any Notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To Lessor: Village of McFarland<br>5915 Milwaukee Street<br>PO Box 110

Telephone: 608-838-3153 McFarland, WI 53558
Email: Matt.Schuenke@mcfarland.wi.us
Attention: Matt Schuenke, Village Administrator

With a copy to:

Attorney Allen D. Reuter
Reuter, Whitish & Evans, S.C.
44 E. Mifflin St., Suite 306
Madison, WI 53703
Telephone: 608.250.9053
Email: areuter@rwelaw.net

To Lessee: McFarland School District
Address: 5101 Farwell Street
McFarland, WI 53558
Telephone: 608.838.4520
Email: mahonej@mcfsd.org
Attention: Jeff Mahoney, Director of Business

With a copy to:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301
Telephone: 920.283.0708
Email: jrousseau@law-rll.com

16.3 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

16.4 Dispute Resolution. Unless otherwise expressly provided for in this Lease, the dispute resolution procedures of this Section 16.4 shall be the exclusive mechanism to resolve disputes arising under this Lease. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Lease. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination ("***Dispute***") shall first be submitted for resolution in accordance with the provisions of this Section 16 .6. Any Dispute shall first be referred to the Lessee Senior Representative and the Lessor Senior Representative for informal resolution. Any dispute that cannot be resolved between the Lessee Senior Representative and Lessor Senior Representative within ten (10) calendar days, or in the case of payment disputes five (5) calendar days, after receipt by each thereof of Notice of such Dispute shall be referred to the executive officers of the Parties designated by them as their designated representatives for resolution. If the Parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then Lessee and Lessor may avail themselves to any process, including court action, to enforce any right or remedy available to them at law.

16.5 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Sublessee's use of the Property, the Parties shall either amend this Lease to accommodate Sublessee's use or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations hereunder. All compensation awarded for any taking pursuant to the power of eminent domain, whether for the whole or a part of the Property, shall be Lessor's property, whether such damages shall be awarded as compensation for diminution in the value of leasehold or of the fee interest in the Property or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to all such compensation; provided, however, that Lessor shall not be entitled to any award made to Lessee for the taking of Sublessee's personal property or fixtures, or for Lessee's or Sublessee's relocation benefits.

16.6 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

16.7 Severability. If any article, section, phrase or portion of this Lease is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired, and provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

16.8 Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the leasing of the Property, and supersedes all prior discussions, understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. The Parties contemplate that they may enter into subsequent agreements relating to matters related to the allocation of RECs and other matters incidental to the Lease, but such agreements shall not alter the terms hereof unless expressly so provided in such subsequent agreement(s).

16.9 Headings and Captions. The headings and captions in this Lease are intended for reference only, do not form a part of this Lease, and will not be considered in construing this Lease.

16.10 Singular and Plural, Gender. If two or more persons, firms, corporations or other entities constitute either Lessee or Lessor, the word "Lessee" or the word "Lessor" shall be construed as if it reads "Lessees" or "Lessors" and the pronouns "it," "he," and "him" appearing in this Lease shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

16.11 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

16.12 Expenses. Except as otherwise agreed to, each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

16.13 No Broker. Lessee and Lessor each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

16.14 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their successor in interest. This Lease inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

16.15 Survival.

(a) The provisions of Sections 7.1 (Lessee's Duty), shall survive the expiration or termination of this Lease for a period of one hundred eighty (180) days.

(b) The provisions of Sections 6.1 (Surrender of the Property and Removal of all improvements), 6.2 (Title), 12.3 (Failure to Commence Repairs), and 15.7 (Liability Upon Termination) shall survive the expiration or termination of this Lease for a period of three hundred sixty-five (365) days.

(c) The provisions of Sections 11 (Indemnification), 12.5 (Remedies in the Event of Default), 12.6 (Additional Damages), and Section 16 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.

16.16 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Lease.

16.17 Further Assurances. From time to time and at any time at and after the execution of the Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

16.18 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith and in a commercially reasonable manner. In any instance when Lessor's consent or approval is required under this Lease, such consent shall not be unreasonably withheld.

16.19 Estoppel Certificate. Each Party hereto agrees that at any time during the term of this Lease, within ten (10) days after request by the other Party hereto, it will execute, acknowledge and deliver to such other Party or to any prospective purchaser, sublessee, assignee, Mortgagee, or Leasehold Mortgagee designated by such other Party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing Event of Default by either Party in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing Event of Default by either Party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known set-offs, defenses of counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate. Lessee's failure to execute the above instrument within ten (10) days after written request to do so by Lessor shall constitute an Event of Default.

16.20 Lessor's Access to Property. Lessor or any agent of Lessor shall have the right at any reasonable time and upon prior written notice to Lessee, (and Lessee shall have the right to have an agent of Lessee's present at the time of such entry and examination) to enter the Property for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to obligate the Lessor to make any inspection or examination of the Property or to maintain said Property.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

**Village of McFarland**

By: ______________________________
Carolyn A. Clow, Village President

Attest:

__________________________________
Cassandra Suettinger
Deputy Administrator/Clerk-Treasurer

**McFarland School District**

By: ___________________________________

Name:

Title:

## EXHIBIT 1
## Legal Description of the Property

The land is described as follows:

The Land referred to herein below is situated in the County of Dane, State of Wisconsin, and is described as follows:

All that part of the East 1/2 of the Southeast 1/4 of Section Thirty-five (35), Township Seven (7) North, Range Ten (10) East, in the Village of McFarland, Dane County, Wisconsin lying East of an existing fence whose North end is 340.9 feet West of the East 1/4 corner of said Section 35 and whose South end is 327.9 feet West of the Southeast corner of said Section 35, reserving the North 33 feet for road purposes, EXCEPTING lands conveyed in the following:

1. Warranty Deed recorded January 31, 1962 in Volume 735 of Deeds, page 596 as Document No. 1041767.
2. Warranty Deed recorded September 17, 1969 in Volume 133 of Records, page 428 as Document No. 1250421.
3. Warranty Deed recorded February 3, 1970 in Volume 157 of Records, page 477 as Document No. 1258407.

APN: 154/0710-354-8341-1

**EXHIBIT 2**
**Sublease**

# SITE LEASE AGREEMENT - GROUND MOUNTED SOLAR
# WISCONSIN POWER AND LIGHT COMPANY
# and McFarland School District

This Site Lease Agreement ("***Lease***" or "***Agreement***"), dated as of ________________, 2023, (the "***Effective Date***"), is by and between Wisconsin Power and Light Company, a Wisconsin corporation, as Lessee ("***Lessee***"), and McFarland School District, a _______________ common school district, as Lessor ("***Lessor***"). In this Lease, Lessor and Lessee are sometimes referred to individually as a "***Party***" and collectively as the *"**Parties**."*

## RECITALS

**WHEREAS**, Lessee is a public utility engaged in providing electric service in Wisconsin pursuant to Wis. Stat. § 196.01(5)(a);

**WHEREAS**, Lessee desires to construct and operate, or contract with a third party for the construction and operation of, a solar photovoltaic generating facility (the "***Customer-Hosted Facility***") for the purpose of meeting the energy and capacity needs of Lessee's retail and wholesale customers;

**WHEREAS**, in accordance with the Tariff (defined below) Lessee intends to use the Renewable Energy Facility shown on Exhibit B in support of and as part of the Alliant Energy Customer-Hosted Renewables Program;

**WHEREAS**, Lessee proposes to sublease from Lessor certain property located in Dane County (the "***Property***") as set forth on Exhibit A constituting the Lessee's leasehold interest hereunder (the "***Premises***"), to facilitate the development and operation of the Customer-Hosted Facility shown on Exhibit B;

**NOW**, **THEREFORE**, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Lessee and Lessor agree as follows.

## SECTION 1 -- DEFINITIONS

When used in this Lease, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Section 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"***Access Easement***" means Lessee's non-exclusive appurtenant rights for ingress, egress, and access to and from the Premises pursuant to the Access Easement attached hereto and made a part hereof as Exhibit D, over a portion of the Property for purposes of providing Lessee with access to the Customer-Hosted Facility.

"***Accredited Capacity***" means the accredited capacity, in MW(ac) as calculated using the Midcontinent Independent System Operator Business Practice Manual then in effect as of the Effective Date. Accredited Capacity shall be fixed for the Term of the Lease.

"***Affiliate***" means with respect to any entity, such entity's general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

"***Alteration***" has the meaning set forth in Section 8.6.

"***Applicable Legal Requirements***" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation (i) the Lessee's leasehold, access and easement interests in and to the Premises or any part thereof in connection with the Permitted Use, and (ii) the construction, operation, ownership, maintenance, repair, decommissioning and removal of the Customer-Hosted Facility.

*"**Claims**"* has the meaning in Section 11.1.

"***Commercial Operations***" means the date on which (1) the Committed Nameplate Capacity of the Customer-Hosted Facility is installed and the Customer-Hosted Facility can and does produce energy associated with such Committed Nameplate Capacity; and (2) all Permits and Required Approvals necessary to authorize that production and delivery of Delivered Energy have been obtained; and (3) Lessee has given Lessor prior written notice that the foregoing requirements with the respect to the Customer-Hosted Facility have been met.

"***Commercial Operation Date***" means the date (1) set forth in a written notice from Lessee to Lessor no later than ten (10) days prior to such date and (2) on which all other conditions to Commercial Operation as set forth in this Lease have been met.

"***Committed Nameplate Capacity***" means the total maximum designed power output Capacity of the Customer-Hosted Facility.

"***Concealed Conditions***" means subsurface or otherwise concealed physical conditions at the Premises or those conditions ordinarily expected to exist at a site like the Property and generally recognized as inherent in construction activities of the type and character as the work to be performed by Lessee under this Lease, and that Lessee could not have otherwise discovered through the exercise of reasonable diligence in advance of commencing its performance of its obligations at the Premises.

"***Confidential Information***" means all oral and written information exchanged between the Parties with either or both Parties which contain proprietary business or confidential information of a Party and is designated as "confidential" by such Party. The following exceptions, however, do not constitute Confidential Information for purposes of this Lease: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Lease; (b) information that was already known by either Party on a non-confidential basis prior to this Lease; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; and (e) any record produced in response to a public record request under the Wisconsin Public Records Law .

**"*CONE*"** means Cost of New Entry, which is defined in MISO to mean an estimate of capacity revenue needed by a new generator in its first year of operation to make it economically viable to build a power plant in MISO.

"***Constructive Abandonment***" has the meaning set forth in Section 6.1(c).

"***Customer-Hosted Facility***" means the solar power electrical generation facility and related structures, foundations, fixtures, facilities, equipment, energy storage facilities, gates, fences, barriers, landscaping, security systems, access roads within the Premises, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution and sale of solar energy to be constructed, owned, operated and maintained by Lessee, with specifications for an aggregate nameplate capacity of approximately ____ kW(ac), together with all appurtenant facilities and any transformers and interconnection facilities comprising underground cables and any necessary junction boxes or other equipment required to interconnect the facility to the local electric distribution system, and any and all Alterations, additions, replacements or modifications thereto, all to be located on the Premises as further set forth in Exhibit B.

**"*Effective Date*"** means the date set forth in the introductory paragraph of this Lease.

"***Energy***" means the amount of electricity either used or generated by the Customer-Hosted Facility over a period of time, as expressed in units of kWh or MWh.

**"*Environmental Attributes*"** means any environmental offsets or allowances, renewable product or investment tax credits, value, or credits of any kind or nature earned or attributable to (A) the Customer-Hosted Facility and (B) the electric energy generated by the Customer-Hosted Facility, including, without limitation, those resulting from or associated with the Federal Clean Air Act, renewable energy credits, or any other federal or state acts, laws, regulations, or ordinances that provide offsets, allowances, or credits related to energy or emissions created through the generation of energy from the Customer-Hosted Facility.

"***Environmental Laws***" means all local, state or federal laws relating to health, safety, pollution, protection of the environment or Hazardous Materials, including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901 et seq.; the

Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; and all amendments, regulations, orders, decrees, permits, licenses, common law duties, legally binding guidelines and deed restrictions now or hereafter promulgated thereunder or made pursuant thereto.

"***Event of Default***" has the meaning set forth in Section 15.4.

"***Firm Demand***" means that portion of the demand that Lessee, as an electricity provider, is obligated to provide to Lessor, except when system reliability is threatened or during emergency conditions.

"***Force Majeure***" means any acts, events, or occurrences that: (i) are not anticipated as of the execution date of this Lease; (ii) are not caused by the fault, negligence or willful misconduct of the affected Party; (iii) are beyond the reasonable control of the affected Party; and (iv) could not have been avoided or overcome by the exercise of due diligence of the affected Party. Force Majeure includes, specifically, but not exclusively, the following: earthquakes, tidal waves, floods, fire, hurricanes, blizzards, quarantine, blockade, governmental acts, war (declared or not), rebellion, terrorism (foreign and domestic), or regional or national strikes or labor disputes (including walk outs, work stoppages, or slowdowns).

"***Governmental Authority***" means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

"***Gross Negligence***" has the meaning in Section 11.3.

"***Hazardous Materials***" means collectively, (i) any substance, material, waste, solid, liquid, gas, odor or form of energy, from whatever source, that is subject to or regulated by any current or future Environmental Law; (ii) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "solid waste," or "hazardous waste" in any Environmental Law; (iii) mold, fungi or other similar substance, and (iv) more specifically, but not by way of limitation, (a) any substance now or in the future designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, as amended, 33 U.S.C. 1321(b)(2)(A); (b) any toxic pollutant listed under Section 307(a) of the Clean Water Act, 33 U.S.C. 1317; (c) any "hazardous substance" or "pollutant or contaminant" as defined in Sections 101(14) and 101(33) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14) & 9601(33); (d) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9602; (e) petroleum, including crude oil or any fraction thereof; (f) any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, as amended, 42 U.S.C. 6921 et seq.; (g) any material defined as "hazardous waste" pursuant to 40 C.F.R. Part 260; (h) any hazardous air pollutant listed under Section 112 of the Clean Air Act, 42 U.S.C. 7412; (i) any imminently hazardous chemical substance or mixture for which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. 2606; (j) any substance, the presence of which causes or threatens to cause a nuisance on the Plant or Site or a nuisance or trespass to real estate in the vicinity of the Plant or Site; (k) underground storage tanks; (l) urea-formaldehyde foam insulation; (m) asbestos and asbestos containing materials (whether friable or non-friable); (n) atmospheric radon at indoor concentrations exceeding 4 picocuries per cubic liter; and (o) any and all other substances, materials and wastes which are characterized as "pollutants" or "contaminants" or as "toxic" or "hazardous" under Environmental Laws.

"***Indemnified Party***" has the meaning in Section 11.1.

"***Indemnifying Party***" has the meaning in Section 11.1.

"***Interest Rate***" means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the "Bonds, Rates & Yields" section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two (2) percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Lessee and reasonably acceptable to Lessor.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

"***kW***" means kilowatt.

"***kWh***" means kilowatt hour.

"***Lease***" has the meaning set forth in the introductory paragraph of this Lease.

"***Leasehold Mortgage***" has the meaning set forth in Section 14.4.

"***Lessee***" has the meaning set forth in the introductory paragraph of this Lease.

"***Lessee Senior Representative***" shall mean Leasing Coordinator, Wisconsin Power and Light Company.

"***Lessor***" has the meaning set forth in the introductory paragraph of this Lease.

"***Lessor Senior Representative***" shall mean Director of Business, McFarland School District.

"***Liens***" has the meaning set forth in Section 18.2(c).

"***MW***" means Megawatt.

"***MWh***" means Megawatt hour.

"***MISO***" means Midcontinent Independent System Operator.

*"**Monthly Rent**"* shall mean the rent payable to Lessor for use of the Premises in connection with the operation of the Customer-Hosted Facility, and as further described in Exhibit E.

*"**Mortgagee**"* shall have the meaning in set forth in Section 14.2(b).

*"**Notice of Construction**"* has the meaning set forth in Section 2.5.

"***Parties***" means Lessor and Lessee, and their respective successors and permitted assignees.

"***Party***" means Lessor or Lessee, and their respective successors and permitted assignees.

"***Permits***" means all state, federal, and local authorizations, certificates, permits, licenses and approvals required by any Governmental Authority for the construction, operation and maintenance of the Customer-Hosted Facility.

"***Permitted Improvements***" means the Customer-Hosted Facility that will be used to conduct the Permitted Use, together with accessory uses thereto, including, but not limited to, one or more solar energy generating and conversion systems and related structures, foundations, fixtures, facilities and equipment, energy storage facilities, access roads (including the Access Easement), electric interconnection facilities, comprising underground cables and any necessary junction boxes or other equipment needed to connect the Customer-Hosted Facility to the local electric distribution system, as further set forth in Exhibit B hereto, any gates, fences, barriers, landscaping, security systems, and signage, and any other items or appurtenances that are used or useful in connection with the generation, production, interconnection, transmission, distribution and sale of solar energy.

"***Permitted Use***" means the use and occupation of the Premises solely and exclusively for the design, construction, operation, maintenance, repair and removal of the Permitted Improvements, which are designed and intended for the purpose of generating renewable energy for sale within MISO, and any incidental uses thereto.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trusts, unincorporated association, joint venture, or other business entity.

"***Premises***" has the meaning set forth in Exhibit A, as applicable, as such Exhibit A may be amended in accordance with the provisions of this Lease.

"***Prudent Solar Industry Practice***" means those practices generally recognized by the solar and battery storage industries, including Lessee, in the United States as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the industry in light of the facts known at the time a decision is made, would be expected to accomplish the result intended at a reasonable cost, consistent with reliability, safety, site security, expedition, project economics and Applicable Legal Requirements. Prudent Solar Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

"***RECs***" means renewable resource credits (also referred to herein as renewable energy credits), which are defined in Wis. Stat. § 196.378(3), and, for purposes of this Lease only, include those renewable energy credits generated by the Customer-Hosted Facility.

"***Release***" or "***Released***" means or refers to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material or pollutant or contaminant), and includes a threatened Release.

"***Remediation***" or "***Remediate***" means or refers to any (i) investigation, monitoring, clean-up, containment, remediation, mitigation, restoration, enhancement, removal, disposal or treatment of any Release or other condition involving non-compliance with Environmental Laws to remediation standards required by Environmental Laws, including the preparation and implementation of any work plans and the obtaining of authorizations, approvals and permits from governmental authorities with respect thereto, and (ii) any response to, or preparation for, any inquiry, order, consent order, hearing or other proceeding by or before any Governmental Authority with respect to any such non-compliance or otherwise pursuant to any Environmental Law.

"***Required Approvals***" means the permits, licenses, or other approvals from any federal, state, or local Governmental Authority or other third parties, directly related to and required for the design, installation, construction, and operation of the Customer-Hosted Facility.

"***Tariff***" means, as applicable, the Wisconsin Power and Light Company Customer-Hosted Renewables Pilot, Volume III, Original, Sheet No. 9.70, Amendment 536, Schedule CHR-1.

"***Term***" has the meaning set forth in Section 3.1.

"***Termination Date***" means the earlier to occur of (i) the last day of the Term or any Renewal Term, (ii) the date of termination of this Lease pursuant to Section 15.

"***Work***" has the meaning set forth in Section 12.1.

## SECTION 2 -- LEASE OF PREMISES

2.1 Premises. Lessor, for and in consideration of the rents, covenants, and agreements herein contained on the part of Lessee to be paid, kept, and performed, does hereby lease, rent, let, and demise unto Lessee, and Lessee does hereby take, accept, hire, and lease from Lessor, upon and subject to the conditions hereinafter expressed, the Premises (as further described in Exhibit A, as such Exhibit A may be amended in accordance with the provisions of this Lease) for the sole and exclusive purpose of conducting the Permitted Use and designing, constructing, operating, maintaining, repairing, and expanding the Permitted Improvements. Appurtenant to Lessee's rights to the Premises is the non-exclusive right, subject to the terms set forth herein, to use of the Access Easement on Exhibit D for its respective specified purpose. The Premises, which shall include the Lessee's appurtenant rights to the Access Easement, shown on Exhibit B, respectively, are demised subject to the following:

(a) Lessee shall have the right to obtain a title opinion for a leasehold title policy from a title company of its choice. If, in the reasonable opinion of Lessee, such title opinion shows any defects of title or any liens or encumbrances which materially and adversely affect Lessee's use of the Premises, Lessee shall have the right, in Lessee's sole discretion, to (i) request that Lessor use commercially reasonable efforts to cure such defect in title within a reasonable period of time, provided, Lessor has the right to decline to cure such defect in its sole discretion, or (ii) terminate this Lease upon thirty (30) days written notice to Lessor. Lessor agrees to reasonably cooperate with Lessee, at no cost to Lessor, to enable Lessee to obtain a title guarantee, certificate, or a standard policy of title insurance insuring the Lease granted hereunder (including such endorsements as Lessee shall reasonably request);

(b) covenants, restrictions, easements, agreements, and reservations, as set forth in Exhibits A, B, and D, as such Exhibits A, B, and D may be amended in accordance with the provisions of this Lease;

(c) present and future zoning laws, ordinances, resolutions and regulations of the municipality in which the Premises lies, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit the use of the Premises for the Permitted Use, provided that Lessor shall not restrict or encumber Lessee's use of the Premises for the Permitted Use after the Effective Date or otherwise mortgage Lessee's leasehold interests in the Property without first allowing Lessee at least fifteen (15) days prior to the execution of such mortgage to obtain a subordination, nondisturbance and attornment agreement ("***SNDA***") from Lessor's lender in a form reasonably acceptable to Lessee; and

(d) the condition and state of repair of the Premises as the same may be on the Effective Date.

Exhibit B, attached to this Lease, as of the Effective Date includes the Lessee's initial approximation of the Permitted Improvements, and Exhibit B may be amended by Lessee from time to time, with prior written approval by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

2.2 Net Lease. Except as provided in this Lease, Lessor shall not be required to make any expenditure, incur any obligation, or incur any liability in connection with this Lease or the ownership, construction, operation, maintenance, removal, replacement, or repair of the Permitted Improvements throughout the Term. Lessee hereby accepts the condition of the Premises as it may affect Lessee's construction, operation, repair, demolition, maintenance, and management of the Permitted Improvements, except as otherwise provided in this Lease. The Parties agree that Lessee shall not be liable for any conditions on the Premises (a) arising from or related to acts or omissions occurring prior to the Effective Date; or (b) occurring after the Effective Date that arise from or are related to Lessor's or Lessor's employees', contractors, or agent's negligence or willful misconduct.

2.3 Ownership of the Permitted Improvements. Lessor shall have no ownership of, or other interest in, Lessee's equipment, machinery, appurtenances within the Premises, or the Permitted Improvements. Lessor shall have no ownership or, or other interest in, the Customer-Hosted Facility or any related appurtenances and apparatus or the Environmental Attributes. Provided, however, Lessor may, at its sole discretion, and no later than the Effective Date, elect to receive any RECs, subject to Exhibit E Section 4(1).

2.4 Additional Use. Except with the prior express written consent of Lessor, Lessee shall not use the Premises for any use other than the Permitted Use. Lessor shall not conduct or permit, whether by act or omission, any uses on the Premises that conflict with or interfere with the Permitted Use.

2.5 Notice of Construction; Delivery of Possession. At any time after the Effective Date and before Lessee causes the commencement of construction of the Permitted Improvements on the Premises, which period shall not be more than seven hundred thirty (730) days after the Effective Date, Lessee shall deliver to Lessor a written notice (the "***Notice of Construction***"), stating the approximate date, which shall be not less than sixty (60) days after the date of the Notice of Construction, on which Lessee intends to begin construction at the Premises with respect to the Permitted Improvements. Lessor shall deliver possession of the Premises needed for the Customer-Hosted Facility to Lessee at least thirty (30) days prior to the date of commencement of construction of the Customer-Hosted Facility as stated in the Notice of Construction.

2.6 Not used.

2.7 Access to Premises Before Notice of Construction. During the period after the Effective Date and before delivery of the Notice of Construction under Section 2.5, as requested by Lessee after Lessee's having provided reasonable advance notice to Lessor, Lessor shall provide Lessee with reasonable access to the Premises for purposes of evaluating the condition of the Premises and in connection with designing and engineering the Permitted Improvements.

## SECTION 3 -- TERM

3.1 Term. The "***Term***" shall begin on the Effective Date and end at noon central time on the twentieth ($20^{th}$) anniversary of the Effective Date.

3.2 Extended Term. This Lease will automatically renew for up to three (3) additional five (5) year terms after the initial Term (each a "***Renewal Term***") without action or notice by Lessee, unless Lessee gives Lessor written Notice of its intention not to renew this Lease for the upcoming Renewal Term ("***Non-Renewal Notice***"). Non-Renewal Notices shall be delivered to Lessor no later than one hundred eighty (180) days prior to the expiration of the Term, or the then current Renewal Term, as the case may be, with the final day of the Term or last Renewal Term being the "***Termination Date***".

3.3 Memorandum of Lease. Promptly after the Effective Date and before delivery of the Notice of Construction under Section 2.5, the Parties shall execute a Memorandum of Lease in a form reasonably agreeable to both parties, and Lessee shall promptly thereafter record said Memorandum in the official records of Dane County, Wisconsin. Upon the expiration or earlier termination of this Lease, Lessee agrees to execute an instrument releasing all of its rights granted herein except those rights which expressly survive the termination of this Lease, and to deliver the same to Lessor within sixty (60) days after the Termination Date.

## SECTION 4 -- RENT AND OTHER CONSIDERATION

Lessee agrees to pay Lessor the amounts set forth in Exhibit E as consideration for the Lease, Access Easements, and Lessee's other rights and interests in the Lessor's Property.

## SECTION 5 -- INSURANCE

5.1 Insurance Requirements. Beginning on the Effective Date and throughout the Term, each Party shall maintain the policies and coverages set forth on Exhibit C. Lessee may satisfy the foregoing insurance requirements, in whole or in part, through the provision of self-insurance by Lessee in the amounts identified in Exhibit C and pursuant to terms and conditions consistent with prudent utility practices and consistent with the manner in which Lessee insures other similar properties and risks.

5.2 Intentionally deleted.

## SECTION 6 -- SURRENDER ON TERMINATION

6.1 Surrender of the Premises and Removal of the Permitted Improvements.

(a) On the Termination Date, Lessee shall peaceably and quietly leave, surrender and yield up unto Lessor the Premises.

(b) Notwithstanding the foregoing, Lessee shall be required, at Lessee's sole expense, as soon as reasonably practicable and no later than two hundred seventy (270) days after the Termination Date of this Lease, during which time Lessee shall continue to pay the Monthly Rent and Taxes, to decommission the Permitted Improvements after the Termination Date, remove the Permitted Improvements, except the Access Easement, whether above-ground or below-ground, from the Premises and appurtenant areas, and restore and reclaim the Premises and appurtenant areas after the Termination Date to approximately their original condition existing on the Effective Date, normal wear and tear and casualty excepted.

(c) Any property, improvements, or Permitted Improvements after the Termination Date left on the Premises after the passage of two hundred seventy (270) days following the Termination Date, or such longer period as granted by Lessor in its sole discretion, may, at the option of Lessor, be deemed abandoned (a "***Constructive Abandonment***") and thereafter shall become the personal property of Lessor; *provided*, the forgoing shall not apply to any property, improvements or Permitted Improvements of Lessee that are not timely removed if the failure to remove is caused by an event of *Force Majeure* or the negligent acts or omissions of Lessor (in which in either case the time period for removal shall be extended on a day-to-day basis).

6.2 Title. Subject to Section 6.1(c), above, ownership and title to the Permitted Improvements, except the Access Easement, shall solely and exclusively be in the Lessee.

## SECTION 7 -- DUTY TO MAINTAIN

7.1 Lessee's Duty. Subject to Section 12, commencing upon and continuing after the date of the Notice of Construction for the Customer-Hosted Facility, Lessee, shall keep the Permitted Improvements in reasonably good condition, reasonable wear and tear excepted, and perform its obligations with respect to the Premises, conduct all necessary maintenance and repairs to the Permitted Improvements and shall maintain and keep the Permitted Improvements in accordance with Prudent Solar Energy Industry Practice and Applicable Legal Requirements.

7.2 Lessor's Duty. During the Lease Term, Lessor shall maintain the Property more particularly described on Exhibit A and the Premises, but excluding the Permitted Improvements, in good and usable condition. Excluding the Permitted Improvements, Lessor shall be responsible for all maintenance and repairs to the Property, including maintenance and repairs related to flood, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; and war, sabotage, vandalism, civil strife or other violence, related to the Property at Lessor's sole cost and expense.

7.3 Damage. Lessor shall immediately notify Lessee in the event Lessor or Lessor's employees or contractors damage any portion of the Customer-Hosted Facility through active negligence or intentional wrongful conduct. Lessor or Lessor's insurers shall be responsible for all reasonable related costs of repair, to be performed by Lessee or an approved Affiliate or subcontractor, but only to the extent caused by the sole negligence or intentional wrongful conduct of Lessor or Lessor's employees or contractors.

7.4 Public Safety. Lessor shall, as promptly as it becomes aware thereof, notify Lessee of the occurrence of any event or the existence of any condition or circumstance that poses an imminent threat or hazard to public health or safety (an ***"Emergency"***) at the Premises. Lessee shall be entitled to respond to any such Emergency as promptly as reasonably possible and take all measures necessary to address the condition that gave rise to the Emergency. Lessor shall not be required to incur any cost or expense attributable to the Permitted Improvements in the event of such Emergency, except to the extent such emergency is caused by Lessor's negligence or willful misconduct.

7.5 Construction, Maintenance, and Monitoring of the Customer-Hosted Facility.

(a) Lessee, at its sole cost and expense, and in accordance with Prudent Solar Industry Practice and Applicable Legal Requirements, shall at all times:

(i) have responsibility for the costs and performance of construction of the Permitted Improvements and procuring and maintaining or causing the procurement or maintenance of insurance on the Permitted Improvements;

(ii) have responsibility for the costs and performance of all repairs, replacements, maintenance, Remediation, compliance with permits, and compliance with Applicable Legal Requirements;

(iii) bear the risk of loss in case of a theft, damage, casualty, condemnation or confiscation of the Permitted Improvements except in the case of Lessor's negligence or willful misconduct; and

(iv) be responsible, in accordance with Section 6, for removing the Permitted Improvements from the Premises upon the termination of this Lease.

(b) Unless caused by Lessor's or its agent's or contractor's negligence or willful misconduct, Lessor shall have no obligation to perform or pay for any of the Lessee obligations set forth in Section 7.5(a) above, and Lessee or Lessee's agent(s), as applicable, shall be solely responsible for the performance of all such obligations.

7.6 Vegetation; Structures. Lessor agrees that it shall not permit on the Premises or on any adjacent property owned by Lessor or its Affiliates any new structure, vegetation, activity, or land use to penetrate the airspace in any manner that would cast a shadow on the Customer-Hosted Facility.

7.7 Security; Safety. Lessee shall be solely responsible for the security of the Premises and shall be entitled to install or implement any other necessary security measures consistent with prudent industry practices.

## SECTION 8 --
## CONSTRUCTION AND OPERATION OF PERMITTED IMPROVEMENTS

8.1 General Description. Except as otherwise specified herein, the Permitted Improvements shall consist of the improvements described on Exhibit B, which is each attached hereto and which, as of the Effective Date, includes a preliminary description of the specifications of the major components of the Permitted Improvements to be constructed by the Lessee.

8.2 Governmental Approval.

(a) Except as otherwise specified herein, Lessee will obtain at its sole cost all Permits required for Lessee's use of the Premises, the Permitted Use, and the Permitted Improvements from any and all Governmental Authorities having jurisdiction in the matter.

(b) At Lessee's request and sole expense, Lessor shall reasonably cooperate with Lessee so that Lessee can meet its obligations under this Lease. At Lessee's request and sole expense, Lessor agrees to take all commercially reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all local permits and approvals necessary for the Permitted Improvements.

8.3 Development Commences Promptly. Lessee shall promptly and diligently prosecute to completion (subject only to an event of *Force Majeure*) all actions to: (a) commence the necessary activities for the permitting, designing and engineering of the Permitted Improvements following the Effective Date; and (b) commence the necessary activities for the construction of the Permitted Improvements following the date of its Notice of Construction.

8.4 Completion Requirements. Lessee will arrange for the construction of the Permitted Improvements in a good and workmanlike manner in accordance with Prudent Solar Industry Practice and all Applicable Legal Requirements.

8.5 Access to and Use of the Premises. Upon the Effective Date and throughout the Term, and during construction and operation of the Permitted Improvements, including, but not limited to, all related pre-construction activities, Lessee and its contractors or agents shall have unrestricted access, including ingress and egress rights, to the Premises at all times, provided, Lessee acknowledges that prior to and after delivery of the Notice of Construction Lessee's access to the Premises shall be non-exclusive. Lessee shall maintain all roads, parking lots, driveways, easements, and walkways that are now and may be located in and around the Premises necessary for proper ingress and egress to and from, and use of, the Premises. If it becomes necessary to relocate any access, Lessee shall consult with Lessor and seek Lessor's approval, which such approval shall not be unreasonably withheld. Lessee shall also obtain any and all necessary approvals from any and all Governmental Authorities.

8.6 Alterations. Lessee shall have the right from time to time both before and after the completion of the Permitted Improvements and at Lessee's sole cost and expense to make, or cause to be made, additions, alterations and changes, other than structural changes or repair or replacement of parts at the Permitted Improvements, to the Premises as is reasonably required to conduct the Permitted Use in compliance with the provisions of this Lease ("***Alteration***").

8.7 Signs. Lessee shall be permitted to place signs on the Property, provided, any such signs shall be subject to the approval of Lessor (such approval not to be unreasonably withheld, conditioned or delayed) and shall be consistent with size, height, area, lighting, setback or other restrictions under Applicable Legal Requirements. Lessee shall also obtain any and all necessary approvals from any and all Governmental Authorities.

**SECTION 9 -- SUBORDINATION; NONDISTURBANCE**

9.1 Subordination and Nondisturbance.

(a) Except in accordance with and subject to the provisions of this Lease, including Section 9.1(b) below, after the Effective Date, neither Lessee nor Lessor shall create, or suffer to be created or to remain, and shall promptly discharge, any mechanic's, laborer's, or materialman's lien or any mortgage upon the Premises, and Lessor will not suffer any other matter or thing whereby the estate, rights and interests of Lessee in the Premises or any part thereof might be impaired.

(b) Notwithstanding the foregoing, the Parties acknowledge and agree that Lessee may grant a security interest in its rights under its Lease and in and to the Customer-Hosted Facility. In addition, Lessor, on or before the date on which Lessee's first payment of Monthly Rent is due (unless earlier requested by Lessee), shall use commercially reasonable efforts to deliver to Lessee a SNDA from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premise in form and substance reasonably acceptable to Lessee which SNDA provides, among other things, that Lessee will be granted quiet enjoyment of the Premises in accordance with the terms of this Lease.

(c) Lessor agrees not to further restrict the Permitted Use or encumber the Premises after the Effective Date or otherwise further mortgage the Property without first allowing Lessee at least fifteen (15) days to obtain a SNDA from Lessor's lender.

9.2 Discharge. If any mechanic's, laborer's or materialman's lien, or any mortgage, shall at any time be filed against the Premises by reason of Lessee's or, as applicable, Lessor's failure to make a payment to any contractor or subcontractor of Lessee or Lessor, respectively, Lessee or Lessor, as applicable, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If Lessee or Lessor, respectively, shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor or Lessee, respectively, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by Lessor or Lessee, as applicable, and costs and expenses reasonably incurred by Lessor or Lessee, respectively, in connection therewith, together with interest thereon at the Interest Rate from the respective dates of Lessor's or Lessee's making of the payment of the cost and expenses, respectively, shall be paid by Lessee or Lessor to the other Party within thirty (30) calendar days of Lessor's or Lessee's invoice therefor, as applicable.

## SECTION 10 -- QUIET ENJOYMENT

10.1 Quiet Enjoyment. Lessor represents and warrants that it has full right, power, and authority to execute this Lease. Lessor warrants and agrees that, throughout the Term and any extensions thereof:

(a) Any uses of the Property by Lessor or any third party acting under the authority of Lessor shall not unreasonably interfere with the Permitted Use and the operational requirements of the Permitted Improvements and shall not materially reduce the solar insolation available to the Customer-Hosted Facility that uses solar to generate electricity; and

(b) Lessee shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease. Lessor agrees, in good faith, to make commercially reasonable efforts to protect Lessee from interference or disturbance by other lessees or third persons. Lessee covenants and agrees that it will not adversely affect the quiet enjoyment of other lessees in the Property.

## SECTION 11 -- INDEMNIFICATION

11.1 To the maximum extent permitted by law, each Party (the "***Indemnifying Party***") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below) (each, an "***Indemnified Party***") from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "***Claims***") suffered or incurred by such Indemnified Party, arising from:

(a) physical damage to the Indemnified Party's property to the extent caused by any act or omission of the Indemnifying Party or any Related Person thereof which (i) in Lessee's case, shall include damage to the Permitted Improvements and (ii) in Lessor's case, shall include damage to the Premises or Property;

(b) physical injuries or death to or of the Indemnified Party or a third-party, to the extent caused by any act or omission of the Indemnifying Party or any Related Person thereof;

(c) any Event of Default arising from breach of any covenant which remains uncured beyond applicable cure periods, and any failure to be true of any representation or warranty, made by the Indemnifying Party under this Agreement;

(d) the presence or release of Hazardous Materials in, under, on or about the Premises, which are or were brought or permitted to be brought onto the Premises by the Indemnifying Party or any Related Person thereof; or

(e) the violation of any Environmental Law by the Indemnifying Party or any Related Person thereof.

11.2 Notwithstanding the foregoing, in no event shall the Indemnifying Party be responsible for defending, indemnifying or holding harmless any Indemnified Party to the extent of any Claim caused by, arising from, or contributed to, by the Gross Negligence (defined below) or willful misconduct of such Indemnified Party or any Related Person thereof. Further, nothing contained within this Agreement is intended to be a waiver or estoppel of the Lessor or its insurers to rely upon the limitations, defenses and immunities under Wisconsin law, including, but not limited to, Wis. Stat. § 893.80.

11.3 No Consequential Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall a Party be liable to the other Party for any indirect, consequential, incidental, or punitive damages, including, without limitation, lost revenues, profits, interest charges, cost of capital, or claims of its customers except to the extent specifically provided under this Agreement; provided, however, that this limitation of liability will not limit a Party's liability for: (i) damages that are caused by the Gross Negligence, fraud, or willful misconduct of the Party claiming the benefit of this waiver; or (ii) damages payable by a Party to a third party as a result of a third party claim for which such Party is entitled to indemnification hereunder. For purposes hereof, "***Gross Negligence***" means (i) a marked and flagrant departure from the standard of conduct of a reasonable person acting in the circumstances at the time of the alleged misconduct, or (ii) such wanton and reckless conduct or omissions as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences.

11.4 Related Persons. As used herein the term "Related Person" shall mean any Affiliates, contractors, lessees, and subtenants of a Party, and each of their respective, principals, officers, employees, servants, agents, representatives, contractors, subcontractors, licensees, invitees, guests, successors and/or assigns, but explicitly excluding the other Party and its Related Persons.

11.5 This indemnity shall survive expiration or earlier termination of this Agreement as provided Section 20.19.

## SECTION 12 -- DAMAGE OR DESTRUCTION

12.1 Lessee Repair and Restoration. If, at any time during the Term, a Permitted Improvement or portion thereof shall be substantially damaged or destroyed and rendered inoperable by fire or other casualty, Lessee may at its sole cost and expense either (a) repair or replace the Permitted Improvements, or (b) elect to terminate this Lease in which case Lessee shall decommission and remove the Permitted Improvements in accordance with Section 6 of this Lease; and perform environmental Remediation, if required; and promptly restore the Premises to substantially the same condition as existed prior to the Effective Date. Such removal, repair, Remediation, or replacement, including such changes and alterations as aforementioned and including temporary repairs, are referred to in this Section as the "***Work***."

12.2 Conditions of the Work. Except as otherwise provided in this Section 12, the conditions under which any Work is to be performed and the method of proceeding with and performing the same shall be governed by the applicable provisions of this Lease.

12.3 Failure to Commence Repairs. Provided that Lessee elects to repair and replace the Permitted Improvements pursuant to Section 12.1 above, and if such repairs or replacements shall not have been commenced within one hundred eighty (180) days of the date of the casualty or other occurrence, or such longer period as may be reasonably required to adjust the insurance, achieve final plans and obtain all necessary Permits, or if such repairs or replacements after commencement shall not proceed with due diligence (any *Force Majeure* event excepted), Lessor may terminate this Lease pursuant to Section 15. On such termination, Lessee shall decommission and remove the Permitted Improvements, except the Access Easement, and any other structures on the Premises and restore the Premises in accordance with Section 6. Upon the completion of such activities, Lessee shall have no further obligation to pay Lessor the Monthly Rent or any other amount under this Lease (other than payments due as of the Termination Date and payments required by any provisions of this Lease that expressly survive termination).

12.4 Lessee's Right to Terminate in Event of Shutdown. In the event a Governmental Authority decrees, orders or demands that operation of the Permitted Improvements cease or that the Permitted Improvements be removed from the Premises, Lessee shall have the right to terminate this Lease without penalty to either Party.

## SECTION 13 – Intentionally Omitted

## SECTION 14 -- ASSIGNMENT

14.1 Assignment by Lessor. Lessor shall be permitted to assign or transfer this Lease or any part thereof only upon the prior written consent of Lessee, such consent not to be unreasonably withheld, conditioned, or delayed.

14.2 Release of Lessor. Provided Lessee has consented to any assignment by Lessor in accordance with Section 14.1, above, Lessor shall be relieved from its obligations under this Lease:

(a) by any whole disposition of Lessor's interest in the Lease in compliance with Section 14.1, when coupled with a written instrument signed by the assignee or transferee of such interest in which said assignee or transferee accepts and agrees to be bound by the terms of this Lease and assume any and all liability; and

(b) in the event of any foreclosure on the Premises by any person with a mortgage interest in the Premises (a "***Mortgagee***"), in which case the Mortgagee shall substitute for the Lessor for purposes of this Lease and which Mortgagee shall be bound by the terms of this Lease and assume any and all liability; provided, however, that the Mortgagee subsequently shall be entitled to assign its right under this Lease in accordance with the provisions of Section 14.1.

Absent express written consent of Lessee, the execution of a Mortgage or any assignment from one Mortgagee to another Mortgagee shall not relieve Lessor from its obligations under this Lease. Any attempt by Lessor to assign or transfer this Lease or any rights, duties or interest hereunder in violation of this Section will be null and void.

14.3 Assignments by Lessee. Lessee shall be permitted to assign this Lease without the consent of Lessor in accordance with Section 14.4, below or with respect to an affiliate of Lessee. Lessee shall not otherwise have the right to assign any of its rights, duties, or obligations under this Lease without the prior written consent of Lessor, which such consent shall not be unreasonably withheld. In the event of any assignment under this Section 14.3, Lessee shall be released from any further liability under this Lease from and after the effective date of such assignment if, as of the date of assignment, the assignee accepts liability for all payment and performance obligations under the Lease. To the extent provided for in each conveyance document, an assignee under this Section 14.3 shall have all of the rights and benefits of Lessee under and pursuant to this Agreement.

14.4 Lessee's Right to Finance. Lessee will from time to time and at any time have the right, respectively, without the consent of Lessor, to collaterally assign or otherwise encumber Lessee's interests in this Lease or the Premises or any portion thereof held by Lessee by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof, as security for one or more loans, indebtedness or obligations incurred by Lessee ("***Leasehold Mortgage***"). A Leasehold Mortgage may encumber Lessee's right to use and occupy the Premises, the leasehold estate created hereby, all right, title and interest in and to any existing building, fixture, or personal property, as well as in and to any and all other buildings at any time located on or partially on the Premises, and any other property so affixed to the land, buildings or improvements as to be a part thereof. Any such indebtedness or obligation and any such Leasehold Mortgage will be for such amount and on such other terms and conditions as Lessee may agree to. The aforesaid right shall be a continuing right. Any Leasehold Mortgage or loans, or extensions, renewals, refinancings, or replacements thereof obtained by or on behalf of Lessee shall impose no personal liability on Lessor and the sole recourse of the Mortgagee to be against Lessee and their respective interests in this Lease and the Permitted Improvements.

## SECTION 15 -- TERMINATION, DEFAULT, AND REMEDIES

15.1 Termination for Convenience.

(a) Lessee's Right to Terminate for Convenience. Lessee shall have the right to terminate this Lease as to all or any part of the Premises (the "***Termination Option***") without cause at any time, provided:

(i) Lessee is not in default pursuant to this Lease on the date that Lessee exercises its option to terminate this Lease and on the Termination Date;

(ii) Lessee shall give written notice to Lessor of its termination of the Lease effective not less than one hundred eighty (180) days after the date of the written notice ("***Termination Date***").

(b) Lessor's Right to Terminate for Convenience. Lessor shall have the right to terminate the Lease:

(i) if Lessee has not commenced construction of the Permitted Improvements on the Premises by the date that is seven hundred thirty (730) days from the Effective Date; or

(ii) if the Commercial Operations Date has not occurred within one thousand ninety-five (1,095) days of the Effective Date, provided, termination under Section 15.1(b) shall be effective upon thirty (30) days' written notice from the non-defaulting Party to the defaulting Party.

15.2 Termination for Concealed Conditions. Prior to the Full Operations Date, Lessee may immediately suspend its performance of its obligations under this Agreement if it encounters Concealed Conditions at the Premises. If the presence of or required remedy of such Concealed Conditions could reasonably be expected to cause a material increase in the length of time required for Lessee to perform its obligations under this Agreement, Lessee shall be entitled to a day-for-day extension in any deadline applicable to such performance under this Lease.

15.3 Effect of Termination. Upon any termination of this Lease, Lessee shall, in accordance with the provisions of Section 6, remove the Permitted Improvements from the Premises, including any above-ground or below-ground cables, wires, junction boxes, or other equipment included as part of or used in conjunction with the Permitted Improvements and shall restore the Premises and Access Easements to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Upon termination of this Lease for convenience under Section 15.1 or for Concealed Conditions under Section 15.2, and except for any Concealed Conditions associated with a release or threatened release of Hazardous Materials or a violation of any Environmental Laws, neither Party shall have any liability to the other Party and, except for those obligations that expressly survive termination, the obligations of the respective Party shall terminate as of the effective date of termination.

15.4 Termination for Default. The following events shall be deemed to be events of default (each an "***Event of Default***" and collectively, the "***Events of Default***"):

(a) The failure to make any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for a period of thirty (30) days after written notice of such failure has been received by the defaulting Party. If the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, exemplary or punitive damages) in escrow with any reputable third party escrow agent or the court, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the non-defaulting Party's right to institute legal action for recovery of such amounts;

(b) Any act or omission of Lessor that materially impacts, affects, or impairs Lessee's ability to operate the Permitted Improvements, and if such failure continues for a period of ninety (90) days after written notice specifying such failure has been received by Lessor, or in the case of any such failure which cannot with due diligence and in good faith be cured within ninety (90) days;

(c) This Lease becomes subject to execution, attachment, or other process or Law; or

(d) A Party's failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure to continues for a period of thirty (30) days after written notice specifying such failure has been received by the defaulting Party and the defaulting Party's Mortgagee or Leasehold Mortgagee, as the case may be, or in the case of any such failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

15.5 Remedies in the Event of Default. In an Event of Default, the non-defaulting Party shall be entitled to any or all of the following remedies:

(a) Terminate this Lease by written notice to (i) the defaulting Party and (ii) the defaulting Party's Mortgagee or Leasehold Mortgagee, as applicable, and such termination shall be effective thirty (30) days after receipt of such notice. In the case of an Event of Default by Lessee, Lessee shall remove, or cause the removal of, the Permitted Improvements, surrender possession and vacate Premises in accordance with Section 6, and deliver possession thereof to Lessor;

(b) Cure the Event of Default at the defaulting Party's expense, and obtain reimbursement from the defaulting Party upon demand for the reasonable cost of curing the Event of Default, including, but not limited to, attorneys' fees and costs, together with the Interest Rate from the date of such expenditure until the same is repaid; and/or

(c) Exercise any and all remedies available to the non-defaulting Party at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction or other equitable relief.

15.6 Additional Damages. In addition to any other damages to which the non-defaulting Party is entitled under this Lease and applicable law, the non-defaulting Party shall be entitled to the following additional damages in an Event of Default by the defaulting Party:

(a) Damages Incurred by Lessor to Regain Possession Following the Termination Date. If Lessee fails to surrender the Premises in accordance with Section 6, Lessor shall be entitled to recover from Lessee the cost of regaining possession of the Premises, including any reasonable attorneys' fees.

(b) Not Used.

(c) Not Used.

(d) Damages Incurred in the Event of Constructive Abandonment Following the Termination Date. In the event of a Constructive Abandonment following the Termination Date under Section 6.1(c), Lessor may remove all Permitted Improvements from the Premises and shall be permitted to keep such Permitted Improvements as personal property. Lessee shall reimburse Lessor for reasonable and documented costs of such removal and disposal of the Permitting Improvements, net of salvage value received by Lessor, and restoration of the Premises to a condition reasonably similar to their original condition as of the Effective Date, excepting reasonable wear and tear and casualty. Lessee's liability for these damages shall survive expiration or earlier termination of this Lease.

15.7 Liability Upon Termination. Except as set forth in provisions surviving the termination of this Lease, as provided in Section 20.19, and except with respect to any amounts owed and due by Lessee or Lessor prior to or following the Termination Date, the Termination of this Lease shall relieve Lessor and Lessee of their liability and obligations under this Lease.

15.8 Force Majeure. If performance of the Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

## SECTION 16 -- NOT USED

## SECTION 17 -- LESSEE REPRESENTATIONS, WARRANTIES, AND COVENANTS

17.1 Lessee Representations and Warranties. As of the date of this Lease, Lessee represents and warrants to Lessor as follows:

(a) Lessee is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is qualified to transact business in the State of Wisconsin.

(b) Lessee has legal capacity to enter into and perform this Lease.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessee has authority to do so and to bind Lessee. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

(d) To Lessee's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law enforcement agency against or affecting Lessee wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Lessee's ability to carry out its obligations under this Lease.

(e) To Lessee's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessee to Lessor or Lessor's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

17.2 Lessee Covenants. Lessee hereby represents, warrants, and covenants the following to Lessor:

(a) Minimal Impacts. Lessee agrees to design and construct the Permitted Improvements and to locate and operate the Permitted Improvements in such a way as to reasonably minimize impacts to the Premises and to Lessor's activities, if any, on the Premises, to the extent commercially feasible and practical, without negatively impacting the Permitted Improvements or the operation and output of the Customer-Hosted Facility. Lessee shall operate and maintain the Permitted Improvements in good order and repair throughout the term of this Agreement.

(b) Costs. Lessee covenants to Lessor that Lessee shall be responsible for all costs necessary to design, purchase, construct, operate, maintain, repair, remove, replace, and expand the Permitted Improvements, unless such costs arise due to the negligence of Lessor or its Related Persons.

(c) Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Customer-Hosted Facility and Lessee's use of the Premises. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Premises or Permitted Improvements of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Lessee.

(d) Construction Liens. Lessee shall keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Premises in connection with Lessee's use of the Premises pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Premises pursuant to applicable law or provide Lessor with title insurance insuring Lessor's interest in the Premises against such lien claim.

(e) Hazardous Materials. Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any Environmental Law, on or under the Premises. Lessee shall indemnify Lessor against any such violation resulting in the Release of Hazardous Materials onto the Premises that is caused by Lessee or Lessee's agents or contractors and occurs after the Effective Date. Lessee shall promptly notify Lessor of any such violation. In no event, however, shall Lessee be required to clean up, remove or take other remedial action with regard to any contamination or damage to soil or ground water on or in the Premises caused by any Hazardous Materials brought onto the Premises by Lessor, or by Lessor's employees, agents, contractors, subcontractors, representatives or invitees. Lessee will not be responsible for any Hazardous Materials not introduced to the Premises by Lessee or its employees, agents, contractors, subcontractors, representatives or invitees. Lessee is not responsible for any pre-existing environmental conditions at the Premises.

(f) GPS Coordinates. Lessee shall provide Lessor with as-built drawings of the Customer-Hosted Facility and any underground improvements constructed on the Premises within thirty (30) days of the date of mechanical completion, as defined in the relevant engineering, procurement, and construction agreement for the Customer-Hosted Facility.

## SECTION 18 -- LESSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

18.1 Lessor Representations and Warranties. As of the date of this Lease, Lessor represents, warrants, and covenants the following to Lessee:

(a) Lessor has received any necessary state, local, or municipal authorizations, if any, necessary to enter into this Lease.

(b) Lessor has the right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Lessor is authorized to do so. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(c) The execution of this Lease has been duly authorized, and each person executing this Lease on behalf of Lessor has authority to do so and to bind Lessor. When signed by the individuals designated in the signature blocks below, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

(d) [Not Used]

(e) To Lessor's knowledge, none of the documents or other written or other information furnished by or on behalf of Lessor to Lessee or Lessee's agents pursuant to this Lease contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(f) Not Used.

18.2 Lessor Covenants. Lessor makes the following covenants to Lessee:

(a) No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity shall not, currently or prospectively, materially interfere with: the construction, installation, maintenance, or operation of the Permitted Improvements; access over the Premises to such Permitted Improvements; or, the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Lessor's activities or any rights granted by Lessor to a third party shall not materially disturb or interfere with the efficiency or output of the Customer-Hosted Facility on the Premises or disturb the Property or the Premises such that it could be expected to damage or interfere with the structural integrity or expected maintenance or operation of the Customer-Hosted Facility. Lessor may not use, or otherwise grant the right to use, the Property for the development of any renewable energy facilities of any kind other than the Customer-Hosted Facility. Throughout the Term and any extensions thereof, as provided in Section 10.1, Lessor shall protect Lessee's rights of quiet enjoyment.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Requirements of Governmental Agencies. Lessor shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Lessor, in complying with or obtaining any Required Approvals for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Customer-Hosted Facility, including execution, if necessary, of applications for such Required Approvals, and including participating in any appeals or regulatory proceedings respecting the Permitted Improvements. To the extent permitted by law, Lessor hereby waives enforcement of any applicable setback requirements imposed by any Governmental Authority respecting the Permitted Improvements to be placed on the Premises.

(e) Intentionally Omitted

(f) Hazardous Materials. Lessor shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Premises. Lessor shall indemnify Lessee against any such violation that is caused by any Lessor or any employee, contractor or agent of Lessor whether such violation existed before or after the Effective Date. Lessor shall promptly notify Lessee of any such violation. If Remediation is required due to Hazardous Materials in, on, or under the Premises, not including the Access Easement, which was not directly caused by Lessee, so long as Lessee is not in default of the Lease, Lessee shall have the option to terminate this Lease in accordance with Section 15 as if an Event of Default occurred under Section 15.4(d).

(g) Title Insurance. Lessor agrees that within ten (10) calendar days of receipt, Lessor shall use commercially reasonable efforts to execute and deliver to Lessee any documents reasonably required by the title insurance company selected by Lessee necessary to allow Lessee to obtain policies of title insurance insuring their respective interests in the Property.

(h) Litigation. To the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened in writing or anticipated with respect to, or which could affect, the Property. If Lessor learns that any such litigation, action, claim or proceeding is threatened in writing or has been instituted, Lessor shall promptly deliver notice thereof to Lessee.

## SECTION 19 -- NO WAIVERS

19.1 No Implied Waivers – Remedies Cumulative. No covenant or agreement of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's agent. Consent or approval of Lessor or Lessee to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent or approval is given and shall not relieve the other Party from the obligation wherever required under this Lease to obtain consent or approval for any other act or matter. Lessor or Lessee may restrain any breach or threatened breach of any covenant or agreement herein contained, but the mention herein of any particular remedy shall not preclude either Lessor or Lessee from any other remedy it might have, either in law or in equity. The failure of Lessor or Lessee to insist upon the strict performance of any one of the covenants or agreements of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Lessor or Lessee herein specified or any other right or remedy that Lessor or Lessee may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

19.2 Acceptance of Payment. Neither receipt nor acceptance by Lessor of any payment due herein, nor payment of same by Lessee, shall be deemed to be a waiver of any default under the covenants or agreements of this Lease, or of any right or defense that Lessor or Lessee may be entitled to exercise hereunder.

## SECTION 20 -- MISCELLANEOUS

20.1 Confidentiality. Except as provided in this Section 20.1, neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Lease, without the other Party's prior express written consent, as applicable.

(a) Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents and employees who have a reasonable need to know related to this Lease.

(b) If required by any law, statute, ordinance, decision, order or regulation passed, adopted, issued or promulgated by a court, governmental agency or authority having jurisdiction over a Party, that Party may release Confidential Information, or a portion thereof, to the court, governmental agency or authority, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits, provided however, to the extent permitted by law, such disclosing party shall notify the other parties of the required disclosure, such one or both of the other parties may attempt (if such party so chooses) to cause that court, governmental agency, authority or accountant to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

20.2 Successors and Assigns. This Lease shall run with the land and shall inure to the benefit of and be binding upon Lessor and Lessee and, assignment or other transfer under Section 14 hereof, Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Lease and/or are exercising rights under this Lease to the extent consistent with such interest.

20.3 Not used.

20.4 Notices. Any Notice pursuant to the terms and conditions of this Lease shall be in writing and deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by certified mail, return receipt requested, upon certified receipt; (c) if sent by a recognized mail or courier service, with delivery receipt requested, upon receipt; (d) if sent by email, upon the opening by the recipient of the email and acknowledge by recipient as having been received or with a return receipt returned to the sender; or (e) if sent by facsimile transmission, when dispatched and acknowledged by recipient as having been received in full and in legible form. Notices shall be addressed to the following persons and address (or to such other persons or addresses as the respective Parties may add or substitute by written notice):

To Lessee: Wisconsin Power and Light Company
4902 N Biltmore Lane
Madison, Wisconsin 53718
Attention: Leasing Coordinator

To Lessor: McFarland School District
Address: 5101 Farwell Street
McFarland, WI 53558
Telephone: 608.838.4520
Email: mahonej@mcfsd.org
Attention: Jeff Mahoney, Director of Business

With a copy to:

Attorney Jenna E. Rousseau
Renning, Lewis & Lacy, s.c.
205 Doty Street, Suite 201
Green Bay, WI 54301
Telephone: 920.283.0708
Email: jrousseau@law-rll.com

20.5 Governing Law. This Lease and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

20.6 Dispute Resolution. Unless otherwise expressly provided for in this Lease, the dispute resolution procedures of this Section 20.6 shall be the exclusive mechanism to resolve disputes arising under this Lease. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Lease. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance, purported breach or termination ("***Dispute***") shall first be submitted for resolution in accordance with the provisions of this Section 20.6. Any Dispute shall first be referred to the Lessee Senior Representative and the Lessor Senior Representative for informal resolution. Any dispute that cannot be resolved between the Lessee Senior Representative and Lessor Senior Representative within ten (10) calendar days, or in the case of payment disputes five (5) calendar days, after receipt by each thereof of Notice of such Dispute shall be referred to the executive officers of the Parties designated by them as their designated representatives for resolution. If the Parties, negotiating in good faith, fail to reach an agreement within a reasonable period of time, not exceeding ten (10) calendar days after such referral, then Lessee and Lessor may avail themselves to any process, including court action, to enforce any right or remedy available to them at law.

20.7 Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Customer-Hosted Facility on the Property, the Parties shall either amend this Lease to relocate the Customer-Hosted Facility, or, at Lessee's option, this Lease shall terminate in which event neither party shall have any further obligations hereunder. All compensation awarded for any taking pursuant to the power of eminent domain, whether for the whole or a part of the Premises, shall be Lessor's property, whether such damages shall be awarded as compensation for diminution in the value of leasehold or of the fee interest in the Premises or otherwise, and Lessee hereby assigns to Lessor all of Lessee's right, title and interest in and to all such compensation; provided, however, that Lessor shall not be entitled to any award made to Lessee for the taking of Lessee's Customer-Hosted Facility or alterations, or for moving expenses, reestablishment expenses, or similar items.

20.8 Not Used.

20.9 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

20.10 Severability. If any article, section, phrase or portion of this Lease is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Lease will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Lease and the benefits to the Parties are not substantially impaired, and provided further, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

20.11 Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between Lessee and Lessor with respect to the leasing of the Premises, and supersedes all prior discussions, understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. The Parties contemplate that they may enter into subsequent agreements relating to matters related to the allocation of RECs and other matters incidental to the Lease, but such agreements shall not alter the terms hereof unless expressly so provided in such subsequent agreement(s).

20.12 Headings and Captions. The headings and captions in this Lease are intended for reference only, do not form a part of this Lease, and will not be considered in construing this Lease.

20.13 Singular and Plural, Gender. If two or more persons, firms, corporations or other entities constitute either Lessee or Lessor, the word "Lessee" or the word "Lessor" shall be construed as if it reads "Lessees" or "Lessors" and the pronouns "it," "he," and "him" appearing in this Lease shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require.

20.14 Press Releases. Lessee reserves the right to issue a written press release with respect to this Lease and the Customer-Hosted Facility without the prior written agreement of Lessor, provided, Lessee shall make a good faith effort to notify Lessor in advance of such issuance.

20.15 No Joint Venture. Each Party will perform all obligations under this Lease as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Lessee and Lessor hereunder are individual and neither collective nor joint in nature.

20.16. Expenses. Except as otherwise agreed to, each Party hereto shall pay all expenses incurred by it in connection with its entering into this Lease, including, without limitation, all attorneys' fees and expenses.

20.17 No Broker. Lessee and Lessor each represents and warrants to the other that it has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against Lessee or Lessor predicated upon prior dealings with the other Party, the Party purported to have used the broker agrees to defend the same.

20.18 Amendments; Binding Effect. This Lease may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Lease or their successor in interest. This Lease inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

20.19 Survival.

(a) The provisions of Sections 7.1 (Lessee's Duty), shall survive the expiration or termination of this Lease for a period of one hundred eighty (180) days.

(b) The provisions of Sections 6.1 (Surrender of the Premises and Removal of the Permitted Improvements), 6.2 (Title), 12.3 (Failure to Commence Repairs), and 15.7 (Liability Upon Termination) shall survive the expiration or termination of this Lease for a period of three hundred sixty-five (365) days.

(c) The provisions of Sections 11 (Indemnification), 15.5 (Remedies in the Event of Default), 15.6 (Additional Damages), and Section 20 (Miscellaneous), shall survive the expiration or termination of this Lease indefinitely.

20.20 No Third-Party Beneficiaries. This Lease is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Lease, nothing in this Lease shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Lease.

20.21 Further Assurances. From time to time and at any time at and after the execution of the Lease, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Lease that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Lease. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

20.22 Good Faith. All rights, duties and obligations established by this Lease shall be exercised in good faith and in a commercially reasonable manner. In any instance when Lessor's consent or approval is required under this Lease, such consent shall not be unreasonably withheld.

20.23 Estoppel Certificate. Each Party hereto agrees that at any time during the term of this Lease, within ten (10) days after request by the other Party hereto, it will execute, acknowledge and deliver to such other Party or to any prospective purchaser, sublessee, assignee, Mortgagee, or Leasehold Mortgagee designated by such other Party, a certificate stating: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any known existing Event of Default by either Party in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing Event of Default by either Party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any known set-offs, defenses of counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the Party executing such certificate. Lessee's failure to execute the above instrument within ten (10) days after written request to do so by Lessor shall constitute an Event of Default.

20.24 Lease as a Sublease. It is acknowledged and understood that this Lease is technically a sublease, in that Lessor is leasing the Property from the Village of McFarland ("Village") for a term expiring according to the termination date of this Agreement (Section 3), pursuant to a Vacant Land Lease Agreement dated ______________ ("Primary Lease"). Lessor represents and warrants that it is authorized to enter into this Lease, that Lessee's occupancy of the Premises pursuant to this Lease will not be disturbed in the event Lessor defaults under the terms and conditions of the Primary Lease, and that Lessor shall take reasonable steps to ensure that the Village does not unreasonably disturb Lessee's possession during the term of this Lease and any extensions thereto.

20.25 Merger of Title. No merger of Lessee's interest in this Lease or of the leasehold estate created by this Lease with the fee simple estate in the Premises, or any part thereof, will occur by reason of the fact that the same person may acquire or own or hold, directly or indirectly, (i) Lessee's interest in this Lease or the leasehold created by this Lease and (ii) the fee estate in the Premises or any part thereof or any interest therein, and no such merger will occur unless and until all persons having an interest in the ownership interests described in (i) and (ii) above join in a written instrument effecting such merger and record same.

20.26 Spreading of Mortgage. Notwithstanding the fact that no merger of estates will occur upon the simultaneous ownership by the same person or entity of the fee simple estate in the Premises and the leasehold estate created by this Lease, a leasehold mortgage in existence at the time such simultaneous ownership occurs will nevertheless attach to the fee simple interest held by the Lessee in the Property, as well as continuing to encumber the leasehold estate.

20.27 Lessor's Access to Premises. Lessor or any agent of Lessor shall have the right at any reasonable time and upon prior written notice to Lessee, (and Lessee shall have the right to have an agent of Lessee's present at the time of such entry and examination) to enter the Premises for the purpose of examination or for any purpose which it or they may deem necessary for the protection of the rights of Lessor. Nothing herein contained shall be deemed to obligate the Lessor to make any inspection or examination of the Premises or to maintain said Premises.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

| **McFarland School District** | **Wisconsin Power and Light Company** |
|---|---|
| By: | By: |
| Name: | Name: |
| Title: | Title: |

# EXHIBIT A
## Legal Description of the Premises

The land is described as follows:

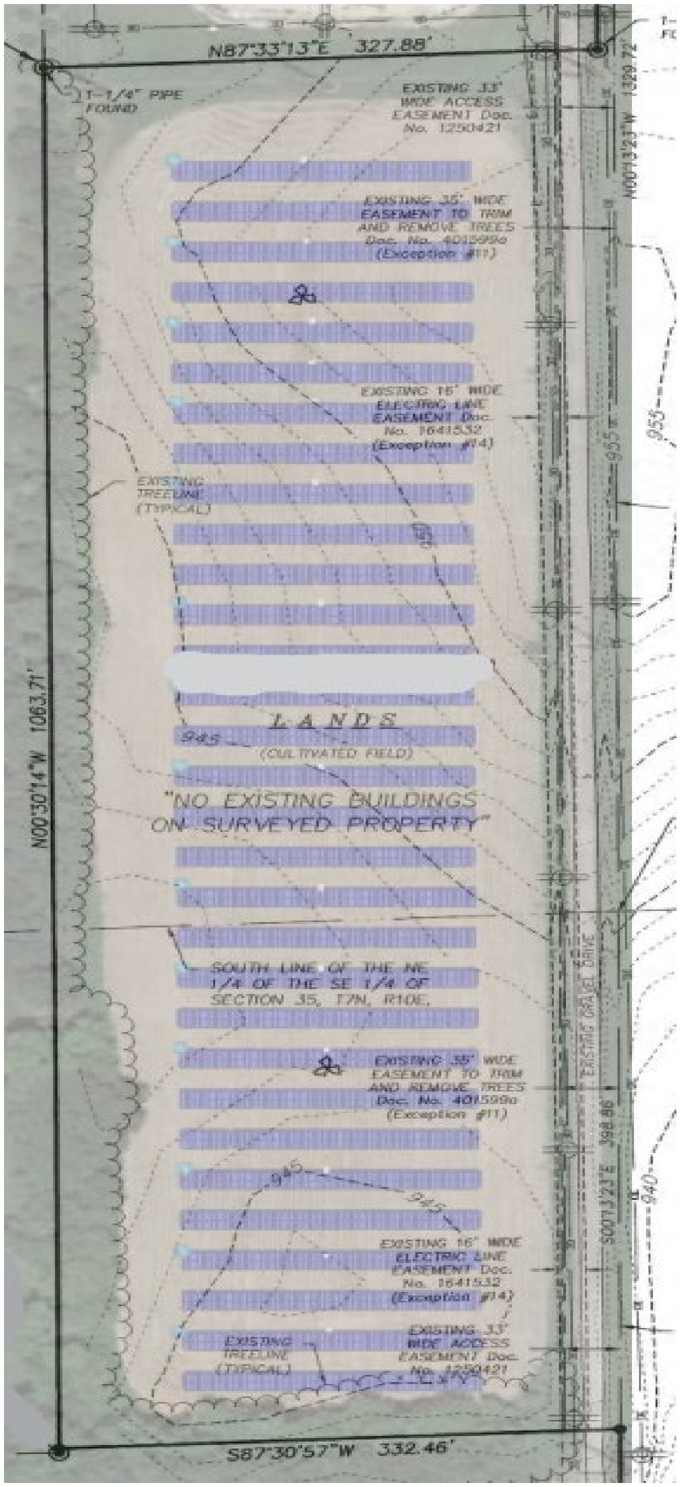
The Land referred to herein below is situated in the County of Dane, State of Wisconsin, and is described as follows:

All that part of the East 1/2 of the Southeast 1/4 of Section Thirty-five (35), Township Seven (7) North, Range Ten (10) East, in the Village of McFarland, Dane County, Wisconsin lying East of an existing fence whose North end is 340.9 feet West of the East 1/4 corner of said Section 35 and whose South end is 327.9 feet West of the Southeast corner of said Section 35, reserving the North 33 feet for road purposes, EXCEPTING lands conveyed in the following:

1. Warranty Deed recorded January 31, 1962 in Volume 735 of Deeds, page 596 as Document No. 1041767.
2. Warranty Deed recorded September 17, 1969 in Volume 133 of Records, page 428 as Document No. 1250421.
3. Warranty Deed recorded February 3, 1970 in Volume 157 of Records, page 477 as Document No. 1258407.

APN: 154/0710-354-8341-1

**EXHIBIT B**
**Customer-Hosted Facility**






78992-0382/151231520.1

# EXHIBIT C

## INSURANCE REQUIREMENTS

Certificates of insurance must be on file with Lessee and Lessor, respectively, prior to commencement of construction of the Permitted Improvements, and such coverage must remain in effect for the duration of this Lease. Each Party shall provide the other Party with thirty (30) days' written notice prior to cancellation or non-renewal of any of the insurance policies required herein. Failure of either Party to enforce the minimum insurance requirements listed below will not relieve the other Party of responsibility for maintaining these coverages.

| POLICIES | MINIMUM LIMITS |
|---|---|
| Workers' Compensation: | Statutory |
| Employer's Liability: Each Accident:<br>Employer's Liability Disease Each Employee:<br>Employer's Liability Disease Policy Limit: | \$1,000,000<br>\$1,000,000<br>\$1,000,000 |
| Commercial General Liability: coverage for products/completed operations, blanket contractual liability and personal injury. | \$1,000,000 Each Occurrence<br>\$2,000,000 General Aggregate |
| Automobile Liability: Combined Single Limit, for all owned, non-owned and hired automobiles. | \$1,000,000 |
| Excess or Umbrella Liability: Such coverage must include, as scheduled policies, the Employer's Liability Insurance, Commercial General Liability Insurance (including completed operations) and Automobile Liability Insurance described in this Section. The excess policies will be "following form." | \$4,000,000 Each Occurrence<br>\$4,000,000 Aggregate |

### ADDITIONAL ENDORSEMENTS REQUIRED AND TO BE STATED ON CERTIFICATES OF INSURANCE:

Each Party shall be named as an additional insured for the negligent acts and omissions of the other Party arising out of this Lease Agreement, on a primary and non-contributory basis, with respect to the Commercial General Liability coverage and Excess/Umbrella (if any) coverages.

All policies applicable to the Work must contain a waiver of subrogation in favor of the other Party.

# EXHIBIT D

## ACCESS EASEMENT

Insert existing Access Easement or reference to existing recorded document number.

# EXHIBIT E

## LEASE AND ACCESS EASEMENT COMPENSATION

(1) Payment for Lease and Access Easements. During the Term, within thirty (30) days of the date of the Notice of Construction and each month thereafter by the fifth (5th) day of the month, Lessee shall pay to Lessor, in advance, without notice or demand, the Monthly Rent. If the first or last Lease Term is less than an entire calendar month, the Monthly Rent shall be prorated for the applicable portion of such Monthly Rent. Commencing after the Commercial Operation Date, as part of the Monthly Rent, Lessor may elect to receive the RECs, if any, generated by the Customer-Hosted Facility after the Commercial Operation Date, and such election must be made at the time of execution of this Lease and will be binding on Lessor for the Term. If Lessor elects to receive RECs, if any, the Customer-Hosted Facility Rent will be reduced by the value of the RECs taken by Lessor. Each month, Lessee will determine the value of the RECs by multiplying the market price for RECs at the time the Lease is executed by the quantity of RECs generated by the Customer-Hosted Facility in the prior month. The value of RECs will not be adjusted during the Term. If Lessor elects not to receive the RECs, all rights to RECs generated by the Customer-Hosted Facility will be retained by Lessee. The Monthly Rent shall be calculated as follows:

**Customer-Hosted Facility Rent Calculation**

| | | |
|---|---|---|
| 1. | Nameplate Capacity of Facility (MWac) | 1.4 |
| 2. | Accredited Capacity of Facility (MWac) | 0.7 |
| 3. | Customer's Firm Demand | 1.7 |
| 4. | MISO CONE | 102,240 |
| 5. | Gross Annual Lease Amount | 71,568 |
| 6. | Gross Monthly Lease Amount (divide Line 5 by 12)* | 5,964 |
| 7. | Value of RECs received by Customer for the Month** | TBD |
| 8. | Net Monthly Lease Amount (Subtract Line 7 from Line 6) | TBD |

*Payment of Gross Annual Lease Amount, as Monthly Rent, commences within 30 days of the date of the Notice of Construction.

**If Lessor elects to receive RECs, then commencing after the Commercial Operation Date, the Gross MonthlyLease Amount will be reduced by the value of the RECs taken by Lessor, and such amount shall be the Monthly Rent.

(2) Not Used.

(3) Late Payments. If any payment of Monthly Rent is not made within five (5) days of the date of written notice to Lessee from Lessor of such late payment, a one-time penalty of ten percent (10%) of the amount due shall be immediately payable by Lessee to Lessor.

(4) Taxes.

(a) Lessee Taxes. During the Term, Lessee shall, at Lessee's cost and expense, bear, pay and discharge or cause to be borne, paid and discharged, on or before the last day upon which the same may be paid without interest or penalty for the late payment thereof, all taxes, assessments, sewer charges, water charges, duties, recaptured taxes due to a change in use, license and permit fees, charges for public utilities of any kind, and payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are herein sometimes collectively referred to as "***Taxes***") which shall pursuant to present or future law or otherwise, prior to or during the term hereby granted have been or shall be levied, charged, assessed, or imposed upon, or grow or become due and payable out of or for, or become or have become, a lien on the Premises and that are directly attributable to the Permitted Improvements or Lessee's operations. Lessee's obligations to pay real estate taxes, licenses, and other governmental charges as provided in this Exhibit E Section (4) shall apply for the assessment year in which the Customer-Hosted Facility Lessee commences Commercial Operations on a prorated basis. Lessee shall pay all interest and penalties imposed for late payment of any Taxes which Lessee is obligated to pay or to cause to be paid hereunder.

(b) Lessor Taxes. Lessor shall pay before the same become delinquent (i) any transfer or conveyance tax arising out of this Lease; (ii) exclusive of any Taxes attributable to the Permitted Improvements, Lessor's municipal, state, or federal income, income profit or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change in ownership of the Premises; and (iii) any other Taxes which are not obligated to be paid by Lessee in Exhibit E Section (4)(a), above.

(c) The provisions of this Exhibit E Section (4) shall survive the expiration or earlier termination of this Lease.

VILLAGE OF
McFarland

## SUMMARY SHEET

**MEETING DATE:** **Monday, May 8, 2023**

**SECTION:** **Business**

**DEPARTMENT:** **Community Development**

**CONTACT:** **Andrew Bremer, Comm & Eco Dev Director**

**AGENDA ITEM:** **Discussion and possible action to make a recommendation to the Village Board regarding a proposal from HGA for design, bid, and construction administration services for installation of a battery and microgrid at the Public Safety Center.**

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**
Included in the packet is a proposal from HGA to assist the Village with the design, bidding, construction administration and commission services for the addition of microgrid and battery storage systems at the new Public Safety Center.

The PSC building is scheduled to open in June of 2023. The building is approximately 55,325 square feet and includes geothermal heating technology for heating and cooling and solar photovoltaic (PV). Due to rising construction costs, the Village was not able to include a microgrid and battery storage system in the original bid. However, the building is designed to be battery ready.

A battery storage system will improve the ability to power the building during periods of low sunlight and potentially safeguard the operation and resiliency of our public safety services during times of outages in the energy grid. During a sunny day, the battery system can be used to store excess solar energy production that would normally be sold back to the utility at a reduced rate. This stored energy could be used later during night or peak utility cost times. During a cloudy day, the battery system can be used to shave a utility peak that would increase demand costs. The battery can use stored solar energy or off peak energy to be used when electric utility costs are at their highest, and manage the demand charges that a facility will incur. Batteries can also increase electric resiliency by providing back-up electric renewable power during loss of building utility grid connection (Level 1 microgrid) to improve the resiliency of the building.

HGA has estimated a preliminary battery system size of 125kW (power rating) and 250kWh (energy rating). As part of the scope of work, HGA will need to complete final design to determine the optimized battery size.

Estimated Project Schedule, subject to change:

- PSC Approval and contracts signed July 2023
- Design July-August 2023
- Bid September 2023
- Award October 2023 (assume 8 month battery lead time)
- Install June 2024
- Substantial completion July 2024
- Commissioning and Close out contracts July - September 2024

The grant provides a project completion date of September 2024. Extensions are possible and may be necessary based on supply chain issues with the proposed equipment.

**FINANCIAL/BUDGET IMPACT:**
The total project cost is estimated to be $600,000. In March of 2023, the Village was awarded a $350,000 grant from the Office of Energy Innovation for the installation of a micro grid and battery storage system at the new Public Safety Center as a Level 1 Microgrid Community Resilience Center. As the Village completes our construction project, we have estimated the availability of $250,000 in unallocated contingency funds from our initial capital borrowing. The costs of HGA services is $82,000 and is included as part of the total estimated project costs of $600,000. The project costs roughly break down as follows:

- $82,000 HGA
- $475,000 Equipment and Installation Labor
- $43,000 Contingency

**VILLAGE PLAN REFERENCE:**
**2022-2023 Strategic Implementation Plan.** Goal B Public Infrastructure, Action ii: Complete property acquisition to allow for the development of solar array and Action vi: Continue planning with partners as applicable to develop solar array to offset municipal energy consumption.

**2021 Sustainability Plan.** Includes a near-term Energy Action to *"work with energy providers to develop a community-scale solar energy installation and/or develop a program for leasing municipal rooftops for solar."* The plan also includes the goal of achieving 50% of total municipal energy consumed per year generated from renewables by 2030 and 100% by 2040.

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**
Motion, second to recommend to the Village Board approval of a proposal from HGA for design, bid, and construction administration services for installation of a battery and microgrid at the Public Safety Center.

**ATTACHMENTS:**

1. McFarland PSB Microgrid Design Bidding CA and Commissioning Services_5_3_2023

HGA
Alex Harris
608-554-5329
aharris@hga.com
7475 Hubbard Avenue Ste. 201
Middleton, WI 53562

HGA

5-3-23

# Proposal for Public Safety Building Microgrid Design, Bidding, Construction Administration and Commissioning Services

# HGA

## INTRODUCTION

HGA is a national multi-disciplinary design firm rooted in architecture and engineering. Founded in 1953, we believe that enduring, impactful design results from deep insight into the people and passions that animate each unique environment. Our ten offices from coast to coast offer specialized practices in the energy, healthcare, corporate, government, arts, community, and education markets.

Our responsibility is both inspiring and humbling: to create a positive impact for our clients, their customers, and our communities. To us that means leading with empathy and curiosity in the design process, as well as integrating and advancing the most progressive and innovative sustainable practices. To that end, in July 2018, HGA acquired Sustainable Engineering Group (SEG), a leading engineering firm focused on energy optimization and sustainable design, to broaden our existing expertise in energy and infrastructure planning for leading national clients across all of our markets.

In support of McFarland’s sustainability goals, HGA proposes to provide complete microgrid design, bidding, construction administration services and commissioning services for the New Public Safety Building.

The design consulting services will be provided to meet the objectives of the PSC OEI grant that was awarded to the Village of McFarland.

As part of this work HGA will summarize potential to incorporate state and federal incentives including but not limited to the Inflation Reduction Act and Bipartisan Infrastructure Bill deduction.

# Scope of Services

The scope of services is separated into 3 separate tasks which include:

1. Microgrid Design
    a. Predesign Phase
    b. Construction Document Design Phase

2. Bidding and Construction Administration Services

3. Commissioning Services
    a. Functional Testing
    b. Warranty Review

## DESIGN PHASE

### *Predesign Phase Scope*

HGA will meet with the Village stakeholders to review the grant and confirm our design will align with the project intent. Additionally, HGA will review potential questions on the proposed system that need to be addressed prior to the creation of any project design documents. This will include preliminary schematic design information on a variety of potential options and costs for modifying the existing PSB electrical system to be consistent with the microgrid concept proposed in the grant application.

As part of the predesign scope, HGA will work with the Village to create a formalized owner's project requirements and basis of design narrative that will be used to inform the project design. These documents will include language from the grant application but go into more detail on system configuration and control.

The battery size as it relates to both power and energy will be validated in the predesign phase.

HGA will also work with a few battery and battery control vendors to develop a short list of vendors that can meet the PSC grant requirements for functionality, budget and timeline. This predesign work will help to ensure that there is a robust set of bidders interested in this project.

During the predesign, HGA will also evaluate the project budget and timeline and inform the Village if there are any barriers to meeting the project's budget or timeline.

### *Construction Document Design Phase Scope*

As part of the design process, HGA will develop a general narrative, drawings and specifications to be used by bidding contractors to submit bids and complete project installation consistent with McFarland's objectives as detailed in the PSC OEI grant submission, Owner's project requirements and the basis of design.

1. Develop Project Narrative
    a. HGA will create a project overview narrative that provides context for the contractors to bid the job and understand the overall project context.

2. Develop Constriction Drawings
    a. Project drawings will be created that identify the scope of work as it relates to the facilities existing electrical drawings. It is assumed that Bray / MSA will provide electronic drawings of relevant systems which HGA can than modify for use in the microgrid design.

3. Develop Specifications
    a. Specifications will be developed for the requirements of the microgrid, battery energy storage system and electrical installation requirements.
    b. Develop front end specification in coordination with the Village of McFarland

## BIDDING AND CONSTRUCTION ADMINISTRATION PHASE

### *Bidding Phase Scope*

HGA will be actively involved in the bidding process to ensure that contractors provide responsive bids to the RFP request. Due to the nascent technology being implemented, we have found that playing an active role during the bidding phase is important to generate responses. These activities will include:

1. Publicizing the bid to potential bidders

2. Connecting interested electrical contractors with interested battery vendors

3. Completing a site tour with contractors prior to bidding

4. Responding to contractor questions

### *Construction Phase Scope*

During the construction phase, HGA will complete the following activities:

1. Review and approve or reject shop drawings and other submittals from the contractor(s) to determine conformance with the specific portions of the Construction Documents under which the submittals were made. Such reviews shall only be for conformity with information given and to the design concept expressed in the drawings and/or specifications and not for confirmation or approval of quantities, means, methods, techniques, or procedures.

2. Attend a preconstruction meeting and two (2) construction progress meetings.

3. Respond to contractors' questions and requests for information and issue clarifications as necessary.

4. Conduct final punch list review to determine the date or dates of Substantial Completion and the date of final completion.

5. Review of O&M manuals. Coordinate with Contractor to ensure submittal of documentation as may be needed for warranty coverage of components and include warranty certificates in O&M manual.

6. Provide project record drawings. Incorporate appropriate changes based on contractor's provided redline drawings as well as Consultant's redline drawings, notes and measurements made during site visits.

## COMMISSIONING AND WARRANTY PHASE SCOPE

### *Commissioning Services*

1. Verify that all construction issues have been resolved

2. Witness system testing and verification in conjunction with the contractor's startup technicians
   a. Write functional performance test procedures as necessary for complete testing of all microgrid modes of operation
   b. Complete tests with contractor and vendors

3. Document any issues to the Village and their contractor

4. Participate in the owner training to ensure the Village understands the system operation and maintenance procedures.
   a. HGA will also coordinate safety training with battery vendor and village staff, including the fire department.

5. Work with the contractor to adjust battery control as necessary for optimal economic performance

### *Warranty Review*

HGA will continue to be involved in monitoring and verification of the microgrid and battery for the first 6 months after substantial completion. This work will include the following tasks:

1. Remotely monitor the battery performance and functionality monthly
2. Document any issues to the Village and their contractor
3. At the end of the 6 months, provide a summary report identifying any unresolved items and a summary of the microgrid controller and battery's current settings and parameters

## Summary of Meetings:

| Meeting # | Meeting Name | Location | Participants | Notes |
|---|---|---|---|---|
| 1 | Project Kickoff | In-person or virtual | TBD | Staff to determine attendees |
| 2 | Design Review | In-person or virtual | TBD | Staff to determine attendees |
| 3 | Prebid Site Tour | In-person | HGA, contractors, VoM | |
| 4 | Construction site visit 1 | In-person | HGA and contractor | |
| 5 | Construction site visit 2 | In-person | HGA and contractor | |
| 6 | System testing witness and verification- 1 | In-person | HGA and contractor | |
| 7 | System testing witness and verification- 2 | In-person | HGA and contractor | |
| 8 | Training Participation | In-person | HGA, contractor and VoM | |
| 9 | Warranty Visit | In-person | HGA, contractor and VoM | |

# Professional Service Fees

This Agreement for Professional Services (“Agreement”), effective as of the date signed by the Client below, is between Hammel, Green and Abrahamson, Inc. (“HGA”) and Village of McFarland (the “Client”).

Compensation to HGA for energy consulting services will be on a Stipulated Sum basis in the following amounts.

| | |
|---|---|
| - Microgrid Design | $ 42,000 |
| - Bidding and Construction Administration | $ 18,000 |
| - Commissioning and Warranty Review | $ 22,000 |
| **Total Fee:** | **$82,000** |

This compensation for the Services includes Reimbursable Expenses.

7475 Hubbard Avenue, Suite 201
Middleton, WI 53562

608.554.5333
HGA.COM

VILLAGE OF

McFarland

## SUMMARY SHEET

**MEETING DATE:** **Monday, May 8, 2023**

**SECTION:** **Business**

**DEPARTMENT:** **Public Works**

**CONTACT:** **Sayer Larson, Parks Superintendent**

**AGENDA ITEM:** **Update regarding the Burma water tower repainting project**

**PREVIOUS ACTION:**
The Public Works & Utilities Committee recommended to the Village Board the award of contract to L.C. United Painting Co, Inc for the repainting of the Burma water tower at their February 24, 2023 meeting.

The Village Board will provide their recommendation at their May 9, 2023 meeting.

**ISSUE SUMMARY:**
The Burma water tower was last painted in 2005 and has been included in the CIP for repainting in 2023. The low bidder was L.C. United Painting Co, Inc. of Sterling Heights, Michigan. For the project Town & Country Engineering will assist with construction administration and coordination with the inspection firm (Dixon Engineering) for observation of the water tower coating.

Within the RFP, the work description included that "cleaning and painting operations shall be conducted so as to confine residual materials to the utility property. The contractor shall apply exterior paint using only roller methods to minimize the possibility of paint blowing onto trees and adjacent properties."

The work sequence of the project will include:

1. Mobilization and site preparation. This will include working with the utility to take the tower off-line and the cellular/communications carriers who lease space on the tower.
2. Completion of cleaning, surface prep and painting
3. Installation of a mechanical mixer and completion of minor repairs.
4. Following completion of work, perform cleaning and disinfection and collect two safe samples
5. Anticipated that all work will be completed no later than October 31, 2023.

**FINANCIAL/BUDGET IMPACT:**
The budgeted revenues for this project are $830,000. Based on the bid results, with the low bidder, the total project expense is $244,000.

**VILLAGE PLAN REFERENCE:**

None.

**ORDINANCE REFERENCE:**
None.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**
No action is required on this item. Staff will be providing an update about the project.

**ATTACHMENTS:**
None

VILLAGE OF
McFarland

**SUMMARY SHEET**

| | |
|---|---|
| **MEETING DATE:** | **Monday, May 8, 2023** |
| **SECTION:** | **Business** |
| **DEPARTMENT:** | **Public Works** |
| **CONTACT:** | **Sayer Larson, Parks Superintendent, Matt Schuenke, Village Administrator** |
| **AGENDA ITEM:** | **Update regarding McDaniel Park beach improvement project** |

**PREVIOUS ACTION:**
The former Parks, Recreation, and Natural Resources Committee reviewed a presentation on this project at its meeting on February 24, 2022.

The Parks and Recreation Committee reviewed the project again at its meeting on September 6, 2022.

The Sustainability and Natural Resources Committee reviewed the project at its meeting on September 12, 2022.

The Parks & Recreation committee recommended approval to the Village Board for the McDaniel Park site improvements at their October 4, 2022 meeting.

The Village Board recommended approval for the McDaniel Park site improvements at their October 25, 2022 meeting.

The Parks & Recreation committee recommended approval to the Village Board for the design and bidding services for  McDaniel Park site improvements at their November 1, 2022 meeting.

The Sustainability and Natural Resources Committee recommended approval to the Village Board regarding this proposal at their meeting on November 14, 2022.

The Village Board recommended approval at their meeting on November 22, 2022.

The Parks & Recreation committee recommended approval to the Village Board regarding Town and Country's design as presented and authorized the project for bid at their February 7, 2023 meeting.

The Sustainability and Natural Resources Committee recommended approval to the Village Board regarding the Town and Country's design as presented and authorized the project for bid at their February 13, 2023 meeting.

The Village Board recommended approval at their meeting on February 14, 2023.

VILLAGE OF
McFarland

The Sustainability and Natural Resources Committee recommended to the Village Board the award contract to R & T Voegeli Excavating, LLC of Monroe for an amount of $154,896 for the 2023 McDaniel Park beach improvements project including base bid with additional expenses for engineering and contingency for a total project cost in an amount of $200,000 at their meeting March 13, 2023.

The Village Board awarded the contract at their meeting on March 14, 2023.

**ISSUE SUMMARY:**
Earlier this year we approved a contract to improve the beach at McDaniel Park to convert from gravel to sand. Additionally, a barrier was to be installed with water filtration in partnership with Dane County. This work requires a permit with the Wisconsin Department of Resources. During that process it was discovered that additional excavation of rocks of varying sizes was needed along the shortline and within the entry point to the water. The Village pursued permission to remove these rocks through the DNR which led to a meeting with their Staff on April 7th and 25th. We discuss past park planning to outline the public interest in developing the beach as well as the permitting process. Generally speaking the conversion of the beach material, addition of the barrier, and water filtration were all fine but the DNR has taken exception to the removal of the rocks.

The rock issue was conceptually discussed at the first meeting and then more definitive feedback provided by the State at the last meeting to further address Village and County questions on their apprehension to remove the rocks. Following that additional review, the DNR feels the aquatic habitiat is of good quality making it valuable to remain in place which upholds the public interest trust and cannot be further mitigated. Essentially, the area in question is on the eastern side of Lake Waubesa which then catches western driven waves that are most prominent. The varying rock sizes are key to walleye spawning specifically as they lay eggs around these rocks even within the shallow areas. The waves then help to aerate the eggs which promotes the natural reproduction of the fish whereas its been more predominant to stock within this fishery. In their sole opinion, they struggle to remove what they feel to be quality habitat and feel that stautorily are bound by State law and their Administrative code. The Village would need to apply for a standard dredging permit and they will conduct a full review of that permit as would be customary, but they cannot find a reason in which they would approve the permit. There are no other known natural uses identified for this location.

The Village has offered to mitigate this issue by replacing the habitat elsewhere, contributing to restocking, and/or other ideas. Dane County has offered their support in this as well outlining the numerous ways they have voluntarily contributed to these efforts. DNR has thus far declined these requests nor acknowledged these efforts within the process. Again, they will permit it without removing the rocks as spawning takes place in the Spring when the barrier would not be in place and then swimming in the Summer when the walleye do not need it. The Village also contends that approving the permit without mitigating they will lose the quality habitat overtime based on the use of the space for swimming. They will not acknowledge the Village's concern and consider this issue purely speculative.

We were scheduled to have this work completed by June 1st as a tenative date and that will no longer be possible as we've again hung up in permitted by the DNR. Historically this has been an issues as past permits simply to convert the beach were also denied and now the rocks are holidng us up. The problem identified by the Village is that the presence of the rock impedes accessiblity of the swimming area. If people then cannot access the water, it is difficult, and painful then the amenity will not be used wasting the resouces expended by the Village and County to bring it forward. We have tried to work with the DNR to address this but its not clear how much weight if any they are willing to provide to the recreational component of this project. As we sit here today, these are the three options we feel we have to consider for this project:

1. Proceed with the Project this Summer - We would implement the project without the rock removal in question. Users will have to deal with the rocks when they use the amenity. We are also looking into allowances for de minimis dredging. Anyone is allowed to dredge up to 2 cubic yards. Staff is looking into this allowance and whether it could be impactful for this issue overtime. If we pursue this option, the timeline will be adjusted to likely a July completion.
2. Proceed with the Dredging Permit - We would not further pursue the project in 2023 in hopes of a successful permit request that we could implement in 2024. We will likely need to connect with fish biologists to assist us in this process and possible special Attorney's to contest this process. This option probably also deploys a political route as we contact our State Representatives to assist us in addressing this issue with the Department.
3. Proceed with No Project - Acknowledging that the path to making the beach/water accessible is likely not to be reached within the first two options and based on our initial feedback from meetings with the DNR. The beach in its current condition would remain as is and ultimately monitor changes in how it could be implemented in the future.

We wanted to provide this update and outline these options but the situation remains fluid. The Village will be a good steward of the land and water which is why we have proposed to mitigate these impacts through a number of ways. DNR would seemingly prefer we just proceed as planned knowing full well that the quality of the habitat will decline over time. We do not agree that their approach represents good balance between protecting natural resources and the introduction of recreational uses. We would prefer a better path forward for all involved.

**FINANCIAL/BUDGET IMPACT:**
The 2023 Budget was approved to allocate $250,000 for the project.

*Revenues* - The following revenues have been allocated to fund the project by fund:

$250,000 Total Project Revenue

This represents the Village's share in the project which some elements will be provided directly or in kind through Dane County. The Village's funds will be through the annual borrowing.

*Expenses* - Included within your packet is the bid tab for the project and the following cost breakdown is updated based on the low bid submitted:

| | |
|---|---|
| $154,896 | Base Bid |
| $ 25,000 | Engineering |
| $ 20,000 | Contingency |
| $ 104 | Rounding |
| $200,000 | Total Project Expense |

Project costs demonstrate a surplus against revenues allocated for the project. The base bid includes an allowance for the pre-fabricated concrete shelter which will be delivered and set on site. The contractor will be responsible for all other elements but for what Dane County will be providing.

Due to the surplus, the anticipated borrowing for 2023 will be lowered by $50,000 to align with the project's expected cost.

**VILLAGE PLAN REFERENCE:**
None.

**ORDINANCE REFERENCE:**
None.

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**
Presented for discussion only at this time.

**ATTACHMENTS:**
1. MC 204 CURRENT SET

# 2023 MCDANIEL PARK IMPROVEMENTS

## Village of McFarland, Wisconsin

### SHEET INDEX

| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| 1 | EROSION CONTROL PLAN AND GENERAL NOTES |
| 2 | EROSION CONTROL – STANDARD CONSTRUCTION DETAILS |
| 3 | MCDANIEL PARK IMPROVEMENTS – PLAN VIEW |
| 4 | GENERAL CONSTRUCTION DETAILS |


NO SCALE

MEMBER

ONE CALL SYSTEMS INTERNATIONAL

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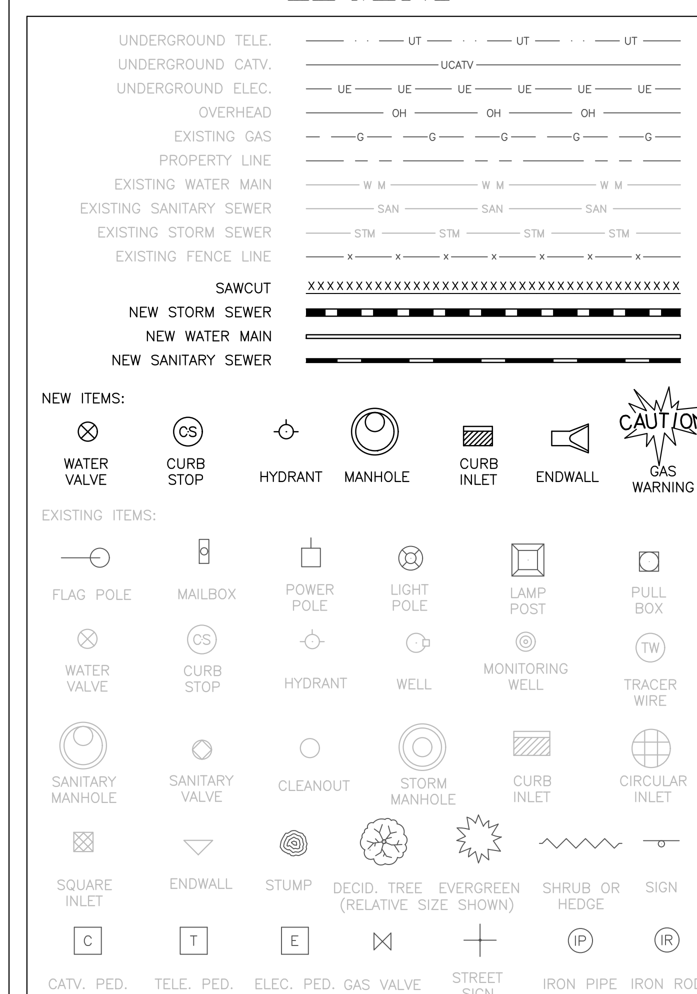
TOLL FREE

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

### LEGEND




NOTES: 1.) EXISTING FEATURES AND LABELS ARE SHOWN WITH SCREENED, LIGHTER LINES.
2.) NEW CONCRETE IS SHOWN SHADED IN PLAN VIEWS
3.) CONCRETE REMOVALS ARE SHOWN BY CROSS-HATCHING


TC TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net


| REVISIONS | BY | DATE |
|---|---|---|
| | | |

SHEET

2023 MCDANIEL PARK IMPROVEMENTS

Village of McFarland, Wisconsin

PROJECT NO.: MC 204

DRAWING FILE: MCDANIEL PARK BEACH.DWG

DATE: 2-22-23

DRAWN BY: T.J.S.

CHECKED BY: B.R.B.

REV. DATE:


## EROSION CONTROL NOTES:

- LOCATIONS MARKED WITH "■" TO RECEIVE INLET FILTER PROTECTION DURING CONSTRUCTION. ALL NEW STREET INLETS MUST ALSO RECEIVE INLET FILTER PROTECTION.
- CONSTRUCT A STONE CHECK DAM IN GUTTER LINE AT ALL LOCATIONS MARKED WITH "▲"
- SURFACE FLOW DIRECTION IS INDICATED WITH
- SILT FENCE INSTALLATION IS INDICATED WITH
- POST WDNR CERTIFICATE OF PERMIT COVERAGE ON SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED, THE SITE IS STABILIZED, AND A NOTICE OF TERMINATION IS FILED WITH WDNR.
- KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
- SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE WDNR AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
- THE CONTRACTOR IS RESPONSIBLE FOR ROUTINE SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
- INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
- WHEN POSSIBLE: PRESERVE EXISTING VEGETATION (ESPECIALLY ADJACENT TO SURFACE WATERS), MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
- REFER TO THE WDNR STORMWATER CONSTRUCTION TECHNICAL STANDARDS AT http:dnr.wi.gov/topic/stormwater/standards/const_standards.html.
- INSTALL PERIMETER EROSION CONTROLS AND ROCK TRACKING PAD CONSTRUCTION ENTRANCE(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING. USE WDNR TECHNICAL STANDARD STONE TRACKING PAD AND TIRE WASHING #1057 FOR ROCK CONSTRUCTION ENTRANCE(S).
- INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES #1060.
- STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.
- NOTIFY THE OWNER IF DEWATERING IS SCHEDULED TO OCCUR IN AREAS OF SOIL AND/OR GROUNDWATER CONTAMINATION, OR IF DEWATERING WILL OCCUR FROM A HIGH CAPACITY WELL (70 GPM OR MORE). DEWATER ONLY AFTER THE APPROPRIATE WDNR DEWATERING DISCHARGE PERMIT HAS BEEN OBTAINED.
- PROVIDE ANTI-SCOUR PROTECTION AND MAINTAIN NON-EROSIVE FLOW DURING DEWATERING. LIMIT PUMPING RATES TO EITHER (A) THE SEDIMENT BASIN/TRAP DESIGN DISCHARGE RATE, OR (B) THE BASIN DESIGN RELEASE RATE WITH THE CORRECTLY-FITTED HOSE AND GEOTEXTILE FILTER BAG. PERFORM DEWATERING OF ACCUMULATED SURFACE RUNOFF IN ACCORDANCE WITH WDNR TECHNICAL STANDARD DE-WATERING #1061.
- INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.
- REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS). LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNR TECHNICAL STANDARD DITCH CHECKS #1062.
- INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNR TECHNICAL STANDARD INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS #1071.
- IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
- IMMEDIATELY STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR LONGER. BETWEEN SEPTEMBER 15 AND OCTOBER 15: STABILIZE WITH MULCH, TACKIFIER, AND A PERENNIAL SEED MIXED WITH WINTER WHEAT, ANNUAL OATS, OR ANNUAL RYE, AS APPROPRIATE FOR REGION AND SOIL TYPE. OCTOBER 15 THROUGH COLD WEATHER: STABILIZE WITH A POLYMER AND DORMANT SEED MIX, AS APPROPRIATE FOR REGION AND SOIL TYPE.
- STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
- SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY THE OWNER. SEPARATE SWEPT MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST PER WDNR TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES #1068.
- PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY RUNOFF INTO THE RECEIVING CHANNEL.
- COORDINATE WITH THE OWNER TO UPDATE THE LAND DISTURBANCE PERMIT TO INDICATE THE ANTICIPATED OR LIKELY DISPOSAL LOCATIONS FOR ANY EXCAVATED SOILS OR CONSTRUCTION DEBRIS THAT WILL BE HAULED OFF-SITE FOR DISPOSAL. THE DEPOSITED OR STOCKPILED MATERIAL NEEDS TO INCLUDE PERIMETER SEDIMENT CONTROL MEASURES (SUCH AS SILT FENCE, HAY BALES, FILTER SOCKS, OR COMPACTED EARTHEN BERMS).
- FOR NON-CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED SLOPES, PROVIDE CLASS I, II OR III TYPE A EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOT'S WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD NON-CHANNEL EROSION MAT #1052.
- FOR CHANNELIZED FLOW ON DISTURBED OR CONSTRUCTED AREAS, PROVIDE CLASS I, II, OR III TYPE B EROSION CONTROL MATTING. SELECT EROSION MATTING FROM APPROPRIATE MATRIX IN WDOT'S WIDOT PRODUCT ACCEPTABILITY LIST (PAL); INSTALL AND MAINTAIN PER WDNR TECHNICAL STANDARD CHANNEL EROSION MAT #1053.
- MAKE PROVISIONS FOR WATERING DURING THE FIRST 8 WEEKS FOLLOWING SEEDING OR PLANTING OF DISTURBED AREAS WHENEVER MORE THAN 7 CONSECUTIVE DAYS OF DRY WEATHER OCCUR.
- INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES (SUCH AS TEMPORARY SEDIMENT BASINS, DITCH CHECKS, EROSION CONTROL MATTING, SILT FENCING, FILTER SOCKS, WATTLES, SWALES, ETC.), OR AS DIRECTED BY THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE WDNR REMEDIATION AND WASTE MANAGEMENT REQUIREMENTS FOR HANDLING AND DISPOSING OF CONTAMINATED MATERIALS. SITE-SPECIFIC INFORMATION FOR AREAS WITH KNOWN OR SUSPECTED SOIL AND/OR GROUNDWATER CONTAMINATION CAN BE FOUND ON WDNR'S BUREAU OF REMEDIATION AND REDEVELOPMENT TRACKING SYSTEM (BRRTS) PUBLIC DATABASE AT: http://dnr.wi.gov/botw/

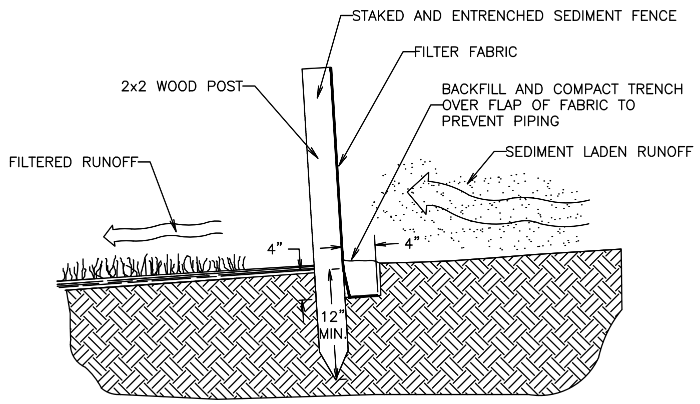

TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net


EROSION CONTROL PLAN AND GENERAL NOTES

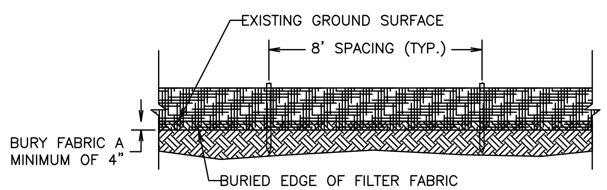
MCDANIEL PARK IMPROVEMENTS

Village of McFarland, Wisconsin

PROJECT NO.: MC 204
DRAWING FILE: MCDANIEL PARK BEACH.DWG
DRAWN BY: T.J.S.
CHECKED BY: B.R.B.
DATE: 2-22-23
REVISIONS:
SCALE: N.T.S.
SHEET: 1

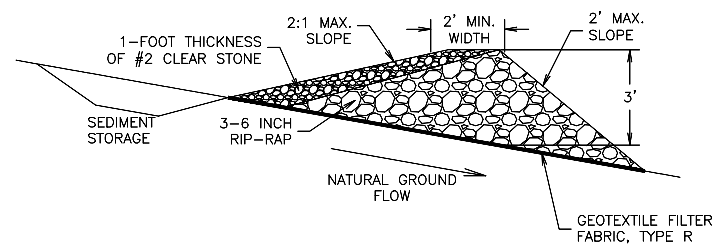



CROSS–SECTION OF A PROPERLY INSTALLED SEDIMENT FENCE

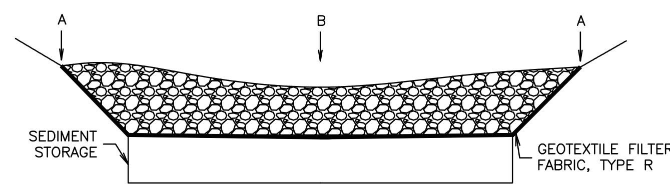



SEDIMENT FENCE DETAIL

DETAIL
SEDIMENT FENCE

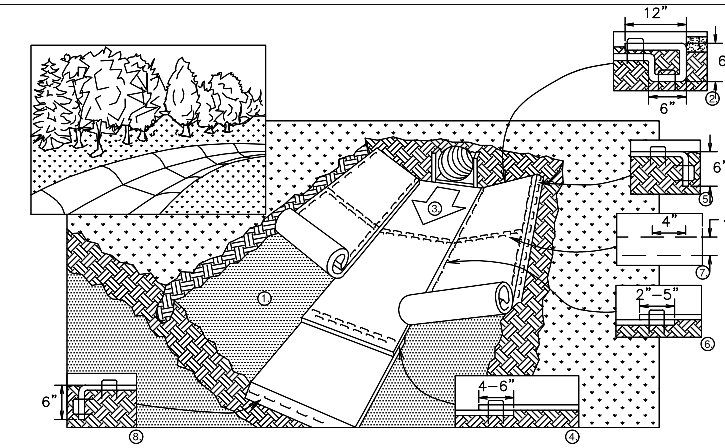



SECTION VIEW




FRONT VIEW

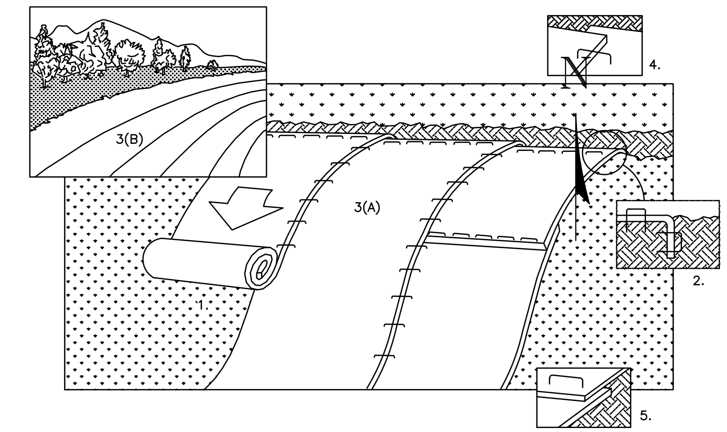
DETAIL
STONE CHECK DAM




1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED.
2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP–SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET
3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.
4. PLACE CONSECUTIVE BLANKETS END OVER END (SHINGLE STYLE) WITH A 4–6" OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER TO SECURE BLANKETS.
5. FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPE MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
6. ADJACENT BLANKETS MUST BE OVERLAPPED APPROXIMATELY 4" AND STAPLED.
7. A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
8. THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN A 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.

NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLES OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY ANCHOR THE BLANKETS.

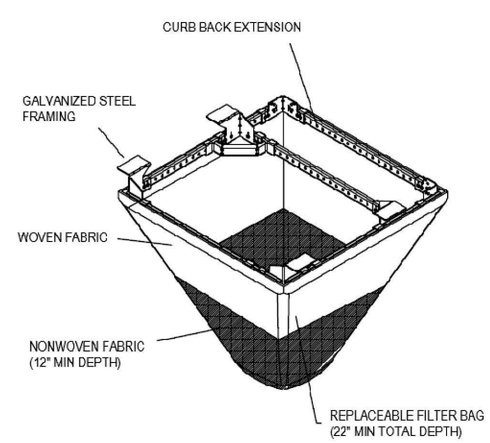
DETAIL
EROSION CONTROL MAT - CHANNEL INSTALLATION

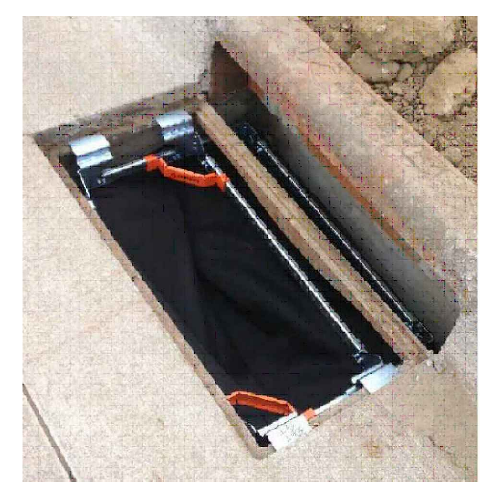



NOTE:
REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED. NOTE: WHEN USING CELL–O–SEED DO NOT SEED PREPARED AREA. CELL–O–SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.
6. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

DETAIL
EROSION CONTROL MAT - SLOPE INSTALLATION



GENERAL NOTES:

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

FRAMED INLET PROTECTION SHALL BE COMPLIANT WITH ALL ASTM STANDARD D8057–17 REQUIREMENTS, INCLUDING:
A. BYPASS OVERFLOW THAT MEETS OR EXCEEDS INLET DESIGN FLOW
B. FRAME AND BAG STRONG ENOUGH TO HANDLE FULL SEDIMENT LOAD.

INSTALLATION NOTES:

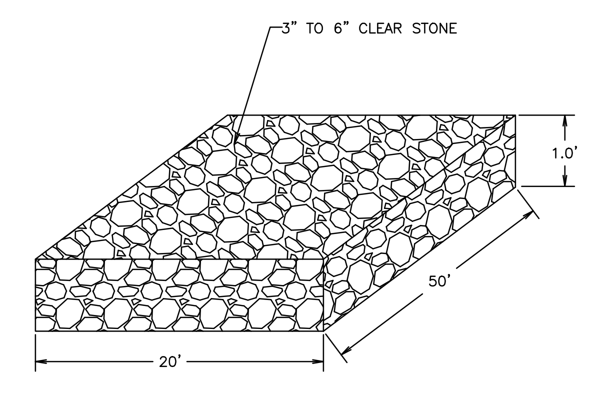
NO PART OF INLET PROTECTION SHALL BE PROJECTING ABOVE THE GRATE.

FOR COMBINATION INLETS, PROTECTION SHALL CAPTURE RUNOFF ENTERING BOTH GRATE AND CURB OPENING.

A DUAL FABRIC FILTER BAG, WITH NON–WOVEN BOTTOM AND WOVEN TOP SHALL BE USED.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

DETAIL
INLET PROTECTION - FRAMED (W/ CURB BOX)




NOTE:

– ON STREET SURFACES CRUSHED AGGREGATE BASE STONE SERVES AS TRACKING PAD.

DETAIL
CLEAR STONE TRACKING PAD

TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

EROSION CONTROL DETAILS

MCDANIEL PARK IMPROVEMENTS
Village of McFarland, Wisconsin

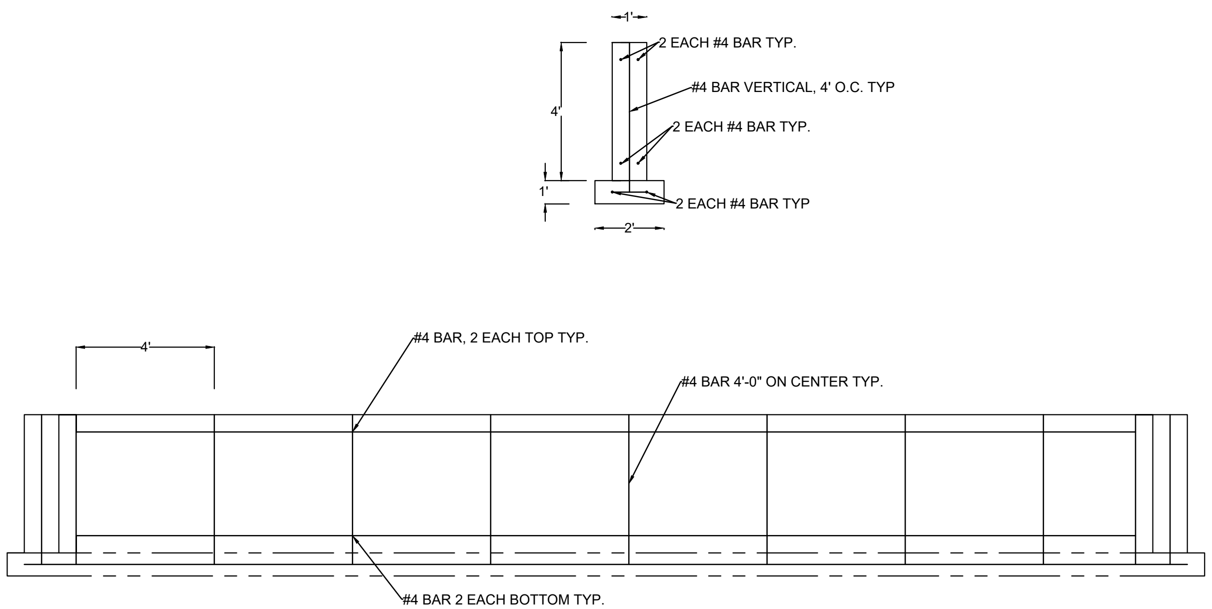
| | |
|---|---|
| PROJECT NO.: | MC 204 |
| DRAWING FILE: | MCDANIEL PARK BEACH.DWG |
| DRAWN BY: | T.J.S. |
| CHECKED BY: | B.R.B. |
| DATE: | 2–22–23 |
| REVISIONS: | |
| SCALE: | N.T.S. |
| SHEET: | 2 |


tc TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

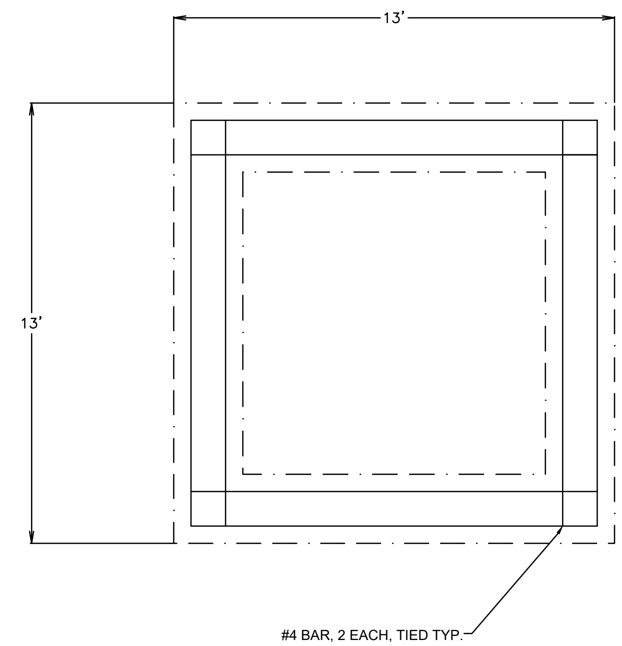
MCDANIEL PARK
BEACH FILTRATION SYSTEM

MCDANIEL PARK IMPROVEMENTS
Village of McFarland, Wisconsin

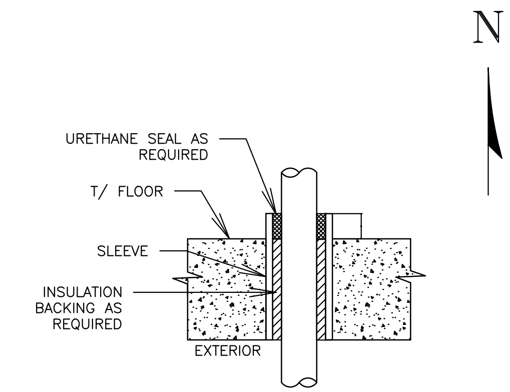
PROJECT NO.: MC 204
DRAWING FILE: MCDANIEL PARK BEACH.DWG
DRAWN BY: T.J.S.
CHECKED BY: B.R.B.
DATE: 2-22-23
REVISIONS:
SCALE: 0 5 10
SHEET: 3




DETAIL
FROST WALL SECTIONS



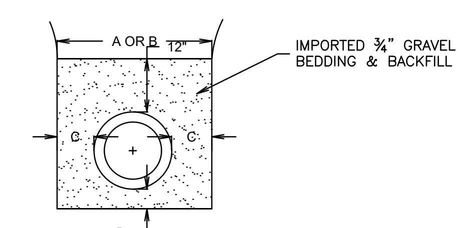

DETAIL
FROST WALL PLAN




TYPE L

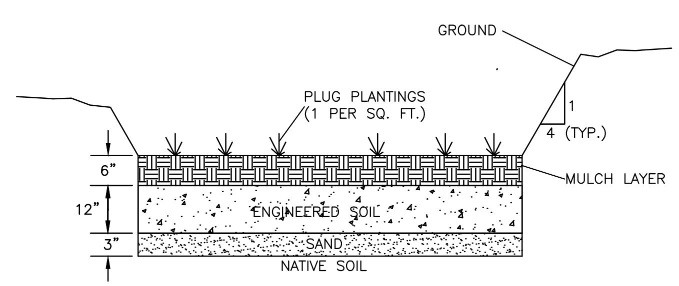
DETAIL
BASE/FLOOR PIPING PENETRATION

DIMENSIONS:
A: OUTSIDE DIAMETER OF PIPE PLUS 24" MAXIMUM, EXCEPT NEED NOT BE LESS THAN 36". TRENCH SHIELDS NARROWER THAN 4 FEET INSIDE WIDTH WILL NOT BE REQUIRED UNLESS SPECIFICALLY REQUIRED IN THE PROJECT SPECIFICATIONS.
B: FOR ROCK, OUTSIDE DIAMETER OF PIPE PLUS 18" MAXIMUM, EXCEPT NEED NOT BE LESS THAN 36".
C: MINIMUM – 6"
D: MINIMUM 4" BELOW BARREL AND 3" BELOW BELL.

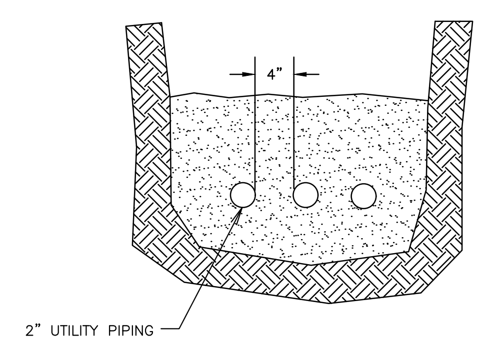



NORMAL PIPE TRENCH

DETAIL
TRENCH WIDTH AND BEDDING




DETAIL
BIORETENTION FLUSHING AREA




DETAIL
JOINT TRENCH INSTALLATION


TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net


GENERAL DETAILS

MCDANIEL PARK IMPROVEMENTS
Village of McFarland, Wisconsin

| | |
|---|---|
| PROJECT NO.: | MC 204 |
| DRAWING FILE: | MCDANIEL PARK BEACH.DWG |
| DRAWN BY: | T.J.S. |
| CHECKED BY: | B.R.B. |
| DATE: | 2-22-23 |
| REVISIONS: | |
| SCALE: | N.T.S. |
| SHEET: | 4 |

VILLAGE OF
McFarland

## SUMMARY SHEET

**MEETING DATE:** **Monday, May 8, 2023**

**SECTION:** **Business**

**DEPARTMENT:** **Administration**

**CONTACT:** **Kong Thao, Associate Planner**

**AGENDA ITEM:** **Discussion regarding 2023-2024 sustainability and natural resource initiatives.**

**PREVIOUS ACTION:**
May 9, 2022 - Staff introduced the Sustainability Plan and asked committee members to review and provide feedback on the plan.
June 13, 2022 - Staff led the discussion on the Village's Sustainability Plan and requested the committee identify several near-term items among the six focused categories to help establish a direction and a budget for 2023.
August 8, 2022 - Staff reported committee's feedback of priority items among the six focused categories.
October 10, 2022 - S&NR Committee discussed the proposed draft sustainability action plan.
February 28, 2023 - Staff led discussion on this item at Joint Committee of the Whole and S&NR meeeting

**ISSUE SUMMARY:**
This item is for discussion, as requested by Trustee Flaherty. The discussion is intended to allow S&NR members to raise additional items for discussion. There are no changes to the attachments included in the packet since the February 28 joint meeting with the Committee of the Whole. Staff has updated the items currently working on below.

This item includes the action plan Staff presented to the Sustainability & Natural Resources Committee (S&NR) at the October 10, 2022 Sustainability and Natural Resources Committee Meeting. The action plan utilizes the Village's 2021 Sustainability Plan's Appendix A. The Sustainability Plan includes actions broken out into near-term (begin 1-2 years), mid-term (begin 2-4 years), and long-term actions (begin 4+ years). Even within the near-term category, there are more actions than the Village can likely complete in 2023 and 2024 due to operational and budgeting limitations. The S&NR Committee and staff reviewed the actions from the Sustainability Plan to develop a work plan for a set of items to focus on in 2023 and 2024. The work plan utilizes the Sustainability Plan's Appendix A format and includes staff comments on the progress on those items identified as a priority by the committee. An annual work plan, utilizing this same format, can be reviewed by the S&NR committee to discuss the progress of each near-term action item to determine if priorities should be shifted.

Staff are currently working on the following items:

1. No Mow May Ordinance. The ordinance was approved by the Village Board at their

February 28, 2023 meeting. No Mow May will be a reoccurring event within the month of May. At the time of this packet's publication, there are 34 completed registrations.
2. Solar Farm with McFarland School District and Alliant Energy. This item was discussed in 4a. of this agenda.
3. Energy Audits for municipal buildings. This item was discussed in 4b. of this agenda.
4. Completion of Net Zero Public Safety Center. Completion of the building is estimated for early June.
5. Completion of the McDaniel Park beach improvements. This item was discussed in 4d. of this agenda.

Several plan updates are underway and expected to be completed or to be worked on in 2023-2024.

1. Conservancy Management Plan.
2. Urban Forest Management Plan.
3. Policy for Preservation & Maintenance of Native American Mounds. Scheduled for review at the June S&NR meeting.
4. 2022 WDNR Green Tier Report. Scheduled for review at the June S&NR meeting.
5. East Side Neighborhood Plan Update. The East Side Neighborhood Plan Update incorporates themes which include transportation options, land use & development practices, and community health, all of which are identified in the Sustainability Plan. The Village Board adopted the East Side Neighborhood Plan at their April 25, 2023 meeting.

**FINANCIAL/BUDGET IMPACT:**
The Village Board approved an operating budget of $500 for yard signs in November 2022 for the no mow May initiative. The 2023 Capital Improvement Plan also included $300,000 to purchase the 8-acre property for the proposed solar project, which was acquired on January 6. The 2023 CIP also includes $50K in funding for energy audits and planning.

**VILLAGE PLAN REFERENCE:**
Sustainability Plan - Village of McFarland, 2021.

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**
This item is presented for discussion only.

**ATTACHMENTS:**
1. 2023-2024 Sustainability Action Plan (02.20.2023)

**Proposed Sustainability Plan Action Plan for 2023-2024**

Updated: February 20, 2023

| Energy Actions | Impact | Cost | Staff Effort | Duration | Status | Responsible Person or Department | Responsible Committee or Commission |
|---|---|---|---|---|---|---|---|
| **Near-Term Actions** | | | | | | | |
| Conduct energy audits of all municipal facilities to identify potential energy efficiency improvements. | Medium | $ | Medium | 6 mos - 1 yr | ~~Not Begun,~~ In Progress | ~~Public Works,~~ C&ED | ~~PW,~~ S&NR |
| *Staff Comments: Funding for this project is included in the draft 2023 Capital Improvement Budget. Next steps after budget approval are to submit a grant application to PSC-OEI to supplement the budget. Application due in January 2023. After receiving notification of any grant funding (~April, 2023), staff can then move forward to develop an RFP and/or solicit qualified firms to complete this plan by year-end 2024 or summer of 2025.* | | | | | | | |
| Establish a policy requiring all major remodeling of municipal buildings and any new municipal buildings include energy efficiency measures. | Medium | $ | Low | 3-6 mos | Not Begun | Administration/Public Works | PW |
| *Staff Comments: Based on prior input from S&NR committee this action item was not identified as a priorty to complete in 2023. Staff/Committee can revisit for 2024 after audit is finished.* | | | | | | | |
| Replace stoplights with LEDs | Medium | $ | Low | Ongoing | In Progress | Public Works | PW |
| *Staff Comments: All stop lights within the Village are along USH 51 and owned by WisDOT. Staff can work with the WisDOT to advocate that these be replaced with LED fixtures when USH 51 is reconstructed in 2026 or 2028.* | | | | | | | |
| Replace streetlights with LEDs | Medium | $ | Low | Ongoing | In Progress | Public Works | PW |
| *Staff Comments: Most street lights within the Village are owned by Alliant and as they need replacement they are upgraded to LED. The municipal energy audit may present an opportunity to identify other Village owned lights/park lights and opportunities to upgrade to LED.* | | | | | | | |
| Utilize the Outlook Newsletter, or other forms of print and social media, to annually distribute information on rebates and tax incentives for renewable energy and energy efficiency. | Low | $ | Low | Recurring | In Progress | Community Development/ Communication & Technology | n/a |
| *Staff Comments: Ongoing activity. See separate Outreach Schedule* | | | | | | | |
| Work with energy providers to develop a community-scale solar energy installation and/or develop a program for leasing municipal rooftops for solar. | High | $$$ | High | 1-3 yrs | Not Begun | Community Development/Public Works/Administration | CW/PW/PC |
| *Staff Comments: Village acquired an option to purchase 8-acres of land on the south side of the Wisconsin Power & Light substation (3451 Siggelkow Road) for a joint solar installation with the McFarland School District. Staff from the Village and School District are currently working with Alliant to develop a lease agreement with the goal of closing on the land in January of 2023. Planning, design, and zoning approvals to occur in 2023 with goal of having the installation built and operational in 2024. Funding for acquisition of the property is in the 2023 budget.* | | | | | | | |

| Transportation Actions | Impact | Cost | Staff Effort | Duration | Status | Responsible Person or Department | Responsible Committee or Commission |
|---|---|---|---|---|---|---|---|
| **Near-Term Actions** | | | | | | | |
| Amend the parking ordinance to require bike parking for all new commercial and multifamily buildings. | Low | $ | Medium | 3-6 mos | Not Begun | Community Development | PC |
| *Staff Comments: This action item will likely be included in the Zoning Code update within the 2024 Capital Improvement Plan* | | | | | | | |
| Amend the parking ordinance to reduce minimum off-street parking requirement and/or add parking maximums for new development to limit excess pavement. | Medium | $ | Medium | 3-6 mos | Not Begun | Community Development | PC |
| *Staff Comments: This action item will likely be included in the Zoning Code update within the 2024 Capital Improvement Plan* | | | | | | | |
| Any proposal to add lanes to a two-lane roadway will be evaluated for a center turn lane, the preferred option over an expansion to four lanes. | High | $ | Medium | Ongoing | Not Begun | Public Works, Community Development | PW/PC |
| *Staff Comments: This item is relevant to new roadways and collector/arterial roads that require reconstruction. Related to this action, Staff will look to determine the most appropriate use and function of the roadway.* | | | | | | | |
| As municipal vehicles need replacement, evaluate the purchase of hybrid, electric or alternative fuel vehicles. | Medium | $$ | Low | Ongoing | ~~Not Begun~~, In Progress | Public Works/Police/Fire & Rescue/Community Development | PW/PS |
| *Staff Comments: The Police Department has already included a hybrid SUV and an electric vehicle to their fleet. Staff will continue to look at hybrid, electric and alternative fuel vehicles when the appropriate time to replace a vehicle occurs. S&NR committee may want to consider creation of a policy as part of any future work to develop a municipal policy on building* | | | | | | | |
| Work with Madison Metro to connect the Village to Metro transit services. | Medium | $$$ | High | 6 mos - 1 yr | ~~Not Begun~~, In Progress | Community Development/ Administration/Public Works | CW/PC/PW |
| *Staff Comments: Initial conversations with Madison Metro Staff have already begun concerning transit services expansions. Due to funding commitments, likely this action item becomes a Mid-Term priority.* | | | | | | | |
| Develop more on- and off-road bike trails. | High | $$$ | High | 3+ yrs | In Progress | Public Works/Community Development | PW/PK/PC |
| *Staff Comments: The updated East Side Neighborhood Plan will include proposed locations for new recreational trails as the Village continues to grow. Implementation will occur as new lands are developed or roadways are reconstructed.* | | | | | | | |
| Provide electric vehicle charging stations at municipal facilities. | Medium | $$ | Medium | 6 mos - 1 yr | ~~Not Begun~~, In Progress | Public Works/Community Development | PW/S&NR |
| *Staff Comments: Staff have begun to gather information on electric vehicle charging stations throughout the Village. Staff anticipate this action item will be included in the renovations to the Municipal Center. The Public Safety Center will have designated electric vehicle ready charging station. The planned 2024 Zoning Code rewrite also provides an opportunity to address this.* | | | | | | | |
| **Mid-Term Actions** | | | | | | | |
| Collaborate with the school district to survey students about transportation choices and evaluate safe routes conditions at each school. | Low | $$ | Medium | Recurring | Not Begun | School District/Community Development | n/a |
| *Staff Comments: Based on prior input from S&NR committee this action item was identified as a priorty to complete in 2023. However, Staff have determined this action to be a recurring option and can be met when the opportunity presents itself. Should the school district desire other opportunities for collaboration, the Village is likely open to conversations.* | | | | | | | |

| Solid Waste Actions | Impact | Cost | Staff Effort | Duration | Status | Responsible Person or Department | Responsible Committee or Commission |
|---|---|---|---|---|---|---|---|
| **Near-Term Actions** | | | | | | | |
| Create a municipal purchasing policy that requires consideration be given to whether a product is made from renewable and/or recycled materials. | Medium | $ | Low | 3-6 mos | Not Begun | Administration | CW/FC |
| *Staff Comments: Based on prior input from S&NR committee, this action item was not identified as a priorty to complete in 2023. Staff/Committee can revisit for 2024.* | | | | | | | |
| Utilize the Outlook Newsletter, or other forms of print and social media, to annually inform residents about recycling, backyard composting, product re-use and waste reduction. | Low | $ | Low | Recurring | ~~Not Begun,~~ Ongoing | Community Development/ Communication & Technology | n/a |
| *Staff Comments: Ongoing activity. See separate Outreach Schedule* | | | | | | | |
| Facilitate a group buy program to offer compost bins to Village residents. | Low | $ | High | Recurring | Not Begun | Public Works | PW |
| *Staff Comments: Recommend using year 2023 to investigate options for public private partnerships with vendors that provide compost kits. Potentially inviting vendors to an S&NR committee meeting to provide information on how the Village could develop a group buy program to lower the price of entry for McFarland households. Possibly utilize Outlook Newsletter to provide information on existing programs or to survey resident interest in participating in a group buy program.* | | | | | | | |
| **Mid-Term Actions** | | | | | | | |
| Create a program to encourage and facilitate the practical reuse of waste from private and municipal construction projects. | Medium | $$ | High | 6 mos - 1 yr | Not Begun | Community Development/Public Works | PW/PC |
| **Long-Term Actions** | | | | | | | |
| Create a Village compost site for food waste. | Medium | $$ | High | 1-3 Years | Not Begun | Public Works | PW |
| *Staff Comments: Recommend using year 20XX to investigate options for public private partnerships with vendors that provide residential compost pick-up services. Potentially inviting vendors to an S&NR committee meeting to provide information on how the Village could develop a group buy program to lower the price of entry for McFarland households. Possibly utilize Outlook Newsletter to provide information on existing programs or to survey resident interest in participating in a group buy program.* | | | | | | | |
| Create a community upcycle location or event. | Low | $$ | High | Recurring | Not Begun | Community Development/Public Works | PW |

| Water Actions | Impact | Cost | Staff Effort | Duration | Status | Responsible Person or Department | Responsible Committee or Commission |
|---|---|---|---|---|---|---|---|
| **Near-Term Actions** | | | | | | | |
| Exceed county and state minimum requirements for protection of green spaces that play a key role in water infiltration. | High | $ | Medium | Ongoing | Not Begun | Community Development | PC/PW |
| *Staff Comments: Staff are currently working on updates to the Village stormwater managment ordinance to bring in-line with recent county updates for approval in 2023.* | | | | | | | |
| Purchase rain barrel kits and hold classes through Library or McFarland Recreation Activities & Play (MRAP) for residents to purchase the kits at a discount and make and decorate their own rain barrels | Low | $ | High | Recurring | Not Begun | MRAP/Library/Public Works, C&ED | ~~PW,~~ S&NR |
| *Staff Comments: Recommend using year 2023 to investigate options for public private partnerships with vendors that provide rain barrel kits. Potentially inviting vendors to an S&NR committee meeting to provide information on how the Village could develop a group buy program to lower the price of entry for McFarland households. Possibly utilize Outlook Newsletter to provide information on existing programs or to survey resident interest in participating in a group buy program.* | | | | | | | |
| Utilize the Outlook Newsletter, or other forms of print and social media, to annually inform residents about waterway health best practices for lawn care, landscaping and fall leaf management. | Low | $ | Low | Recurring | ~~Not Begun,~~ Ongoing | Community Development/ Communication & Technology | n/a |
| *Staff Comments: Ongoing activity. See separate Outreach Schedule* | | | | | | | |
| Develop a program or work with existing agencies to assist residents with purchasing and installing low-flow water fixtures and replacing water softeners. | High | $ | High | 6 mos - 1 yr | In Progress | Public Works/Administration | PU/FC/CW |
| *Staff Comments: Recommend using year 2023 to investigate options for public private partnerships with vendors that provide residential services or specialty in installing low-flow water fixtures. Potentially inviting vendors to an S&NR committee meeting to provide information on how the Village could develop a group buy program to lower the price of entry for McFarland households. Possibly utilize Outlook Newsletter to provide information on existing programs or to survey resident interest in participating in a group buy program. Water softner replacement and evaluation has already been publicized.* | | | | | | | |
| Minimize and find alternatives to the use of salt on low traffic roadways. | High | $ | Low | Ongoing | ~~Not Begun~~, In Progress | Public Works | PW |
| *Staff Comments: Public Works has purchased a 1000 gal. tank in Spring 2022 as an alternative method to snow removal in the Village. The tank is to be filled with a salt brine solution and sprayed over road surfaces before, during, and after snow weather events to maximize efficeincy. This method is expected to significantly reduce overall salt usage by the Village.* | | | | | | | |
| Evaluate the Subdivision Ordinance for reductions in required pavement width for new roads in new subdivisions to reduce the amount of impervious surface. | Medium | $ | Medium | 3-6 mos | Not Begun | Community Development | PC |
| *Staff Comments: Pavement width recommendations for various road types will be addressed in the updated East Side Plan. Ordinance revisions to be consisder as part of the Zoning Code rewrite project in 2024.* | | | | | | | |
| **Mid-Term Actions** | | | | | | | |
| Installing low-flow water fixtures in municipal facilities. | Medium | $$ | High | 1-3 yrs | Not Begun | Public Works | PW |
| *Staff Comments: Likely to be included in the draft 2023 Capital Improvement Budget. Will be incorpated with next steps after budget approval to develop an RFP and/or solicit qualified firms to complete this plan by year-end 2024 or summer of 2025. This will follow the completion of the Public Safety Center.* | | | | | | | |

| Land Use & Development Actions | Impact | Cost | Staff Effort | Duration | Status | Responsible Person or Department | Responsible Committee or Commission |
|---|---|---|---|---|---|---|---|
| **Near-Term Actions** | | | | | | | |
| Instead of grass lawns, utilize more native landscaping on municipal properties that are not used for recreation purposes. | Medium | $ | Low | Ongoing | Not Begun | Parks/Public Works | PK/PW |
| *Staff Comments: Staff will review action for this near-term item for the upcoming 2023 and determine if action can be completed in 2023 or if action should be taken in 2024.* | | | | | | | |
| Require native landscaping in buffer areas around surface water and wetlands on both public and private property to protect water quality. | High | $ | Low | 3-6 mos | Not Begun | Community Development | PC |
| *Staff Comments: This will be considered on a case-by-case basis as public or private development projects are brought forward. The 2023 stormwater ordinance update, and East Side Plan update, provide an additional opportunity to address this through policy updates.* | | | | | | | |
| Utilize the Outlook Newsletter, or other forms of print and social media, to annually inform residents about native landscaping. | Low | $ | Low | Recurring | Not Begun | Community Development/ Communication & Technology | n/a |
| *Staff Comments: Ongoing activity. See separate Outreach Schedule* | | | | | | | |
| Amend Village ordinances to allow for a no-mow May. | Low | $ | Medium | 3-6 mos | ~~Not Begun~~, In Progress | Community Development | ~~PC/~~S&NR |
| *Staff Comments: Initial research has begun (8.2022) on this action with anticipated completion before May 2023. Funding for $500 was approved in the 2023 budget.* | | | | | | | |
| Identify streets lacking trees and develop a plan to plant trees. | Medium | $$ | | 6 mos - 1 yr | ~~Not Begun~~, In Progress | Public Works | PW |
| *Staff Comments: The completion of the Tree Inventory was discussed at the 8.8.2022 Sustainability & Natural Resources Committee meeting. PW to plan an approach to tree plantings.* | | | | | | | |
| **Mid-Term Actions** | | | | | | | |
| Amend the zoning ordinances to allow for more housing options, including accessory dwelling units and attached unit housing. | Medium | $ | Medium | 3-6 mos | ~~Not Begun~~, In Progress | Community Development | PC |
| *Staff Comments: Staff have begun initial research on an ordinance amendment in 2023 to addresses accessory buildings/structures, including ADU's. Additional use regulation amendments to be considered as part of the Zoning Code Update in 2024.* | | | | | | | |

| Community Health Actions | Impact | Cost | Staff Effort | Duration | Status | Responsible Person or Department | Responsible Committee or Commission |
|---|---|---|---|---|---|---|---|
| **Near-Term Actions** | | | | | | | |
| Adopt a Health and Equity in All Policies resolution. | Medium | $ | Low | 3-6 mos | Not Begun | Community Development | CW |
| *Staff Comments: Based on prior input from S&NR committee, this action item was not identified as a priorty to complete in 2023. Staff/Committee can revisit for 2024.* | | | | | | | |
| Add additional community service days. | Low | $ | Medium | 3-6 mos | Not Begun | Senior Outreach/Parks/Community Development/Library | PK/S&NR |
| *Staff Comments: Staff intends to begin conversations on this action item in 2023 to determine additional department's involvement related to this event. Suggestions to include the Library, the school district, Parks, and Community Development.* | | | | | | | |
| Build a multi-generational community center. | Medium | $$$ | High | 1-3 yrs | ~~Not Begun~~, In Progress | Administration | CW |
| *Staff Comments: A study on how the Municipal Center can be renovated to include a Community Center is currently in progress. Funding and timing of implementation TBD based on study recommendations. Study to be completed in 2023.* | | | | | | | |
| Require tobacco-free and e-cigarette free on all municipal properties, including parks. | Low | $ | Low | 3-6 mos | Not Begun | Public Works/Community Development | PK/S&NR |
| *Staff Comments: Based on prior input from S&NR committee, this action item was not identified as a priorty to complete in 2023. Staff/Committee can revisit for 2024.* | | | | | | | |
| **Mid-Term Actions** | | | | | | | |
| Increase recreation programs through the Village. | Medium | $$$ | High | 1-3 yrs | Not Begun | Parks | PK |
| Incorporate community health and wellness considerations when updating existing plans. | Medium | $ | Low | Ongoing | ~~Not Begun~~, In Progress | Community Development | PC |
| *Staff Comments: Consideration for this action has been included in the Economic Strategy Plan for the East Side Neighborhood Plan Update. Staff are working with the consultant MSA to incorporate improvements to Quality of Life which include recreational opportunities, parks, sidewalks, bike trails, etc.* | | | | | | | |