



Redwood County

www.co.redwood.mn.us

### Application for Conditional Use Permit

Permit #: 2-20 Date: 1/23/20

#### Location of Proposed Use:

Address: TBD County Rd 2 City: Morgan State: MN Zip: 56266  
House # Street Name

Parcel #: 59-015-2040 Township: Morgan Section: 15 Twp #: 111 Range: 34

#### Legal Description:

See Exhibit A.

#### Information about the Site:

Zoning District: Urban Expansion

#### General description of the building(s) and proposed use:

USS Dot Com Solar LLC is requesting a Conditional Use Permit for a 1 MW community solar garden on approximately 10 acres of the Weber property.

#### Building Size: (Please enter dimensions in feet)

Width: 435' Length: 787' Diameter: N/A Total Height: 12'

#### Setbacks: (Please enter in feet)

Side Yard Setback: 1225' Direction: North

Side Yard Setback: >12' Direction: South

Rear Yard Setback: >140' Direction: East

Setback from nearest neighborhood dwelling: 475'

Road Type: County Highway Setback from the Right-of-Way: >347'

Right-of-Way Width from Centerline 50' ft

#### Type of Sewer System:

N/A

#### Drainage Plan:

Installation of a permanent wet sedimentation basin and berm holding a total of 10,806 cubic feet of stormwater runoff.

**Other Information:**

[Empty box for other information]

**Applicant Information:**

**First Name:** Michelle **Last Name:** Simms  
**Business Name:** United States Solar Corporation  
**Address:** 100 N 6th St, Suite 410B **City:** Minneapolis **State:** MN **Zip:** 55403  
**Home Phone:** 612-294-6569 **Cell Phone:** \_\_\_\_\_ **Email:** michelle.simms@us-solar.com

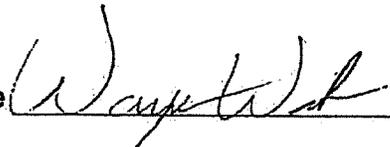
**Operator Information:** (Complete only if different from Applicant)

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_  
**Business Name:** \_\_\_\_\_  
**Address:** [ ] \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** MN **Zip:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Land Owner Information:** (Complete only if different from applicant)

**First Name:** Wayne **Last Name:** Weber  
**Address:** 2590 County Rd 2 **City:** Morgan **State:** MN **Zip:** 56266  
**HomePhone:** 507-828-4548 **CellPhone:** \_\_\_\_\_ **Email:** waynes@redred.com

I affirm that the forgoing information is true and accurate. I understand that if any portion of this information is false or materially misleading, any conditional use permit issued in reliance upon this information is voidable at the election of Redwood County.

**Land Owner Signature:**  **Date:** 12-17-19

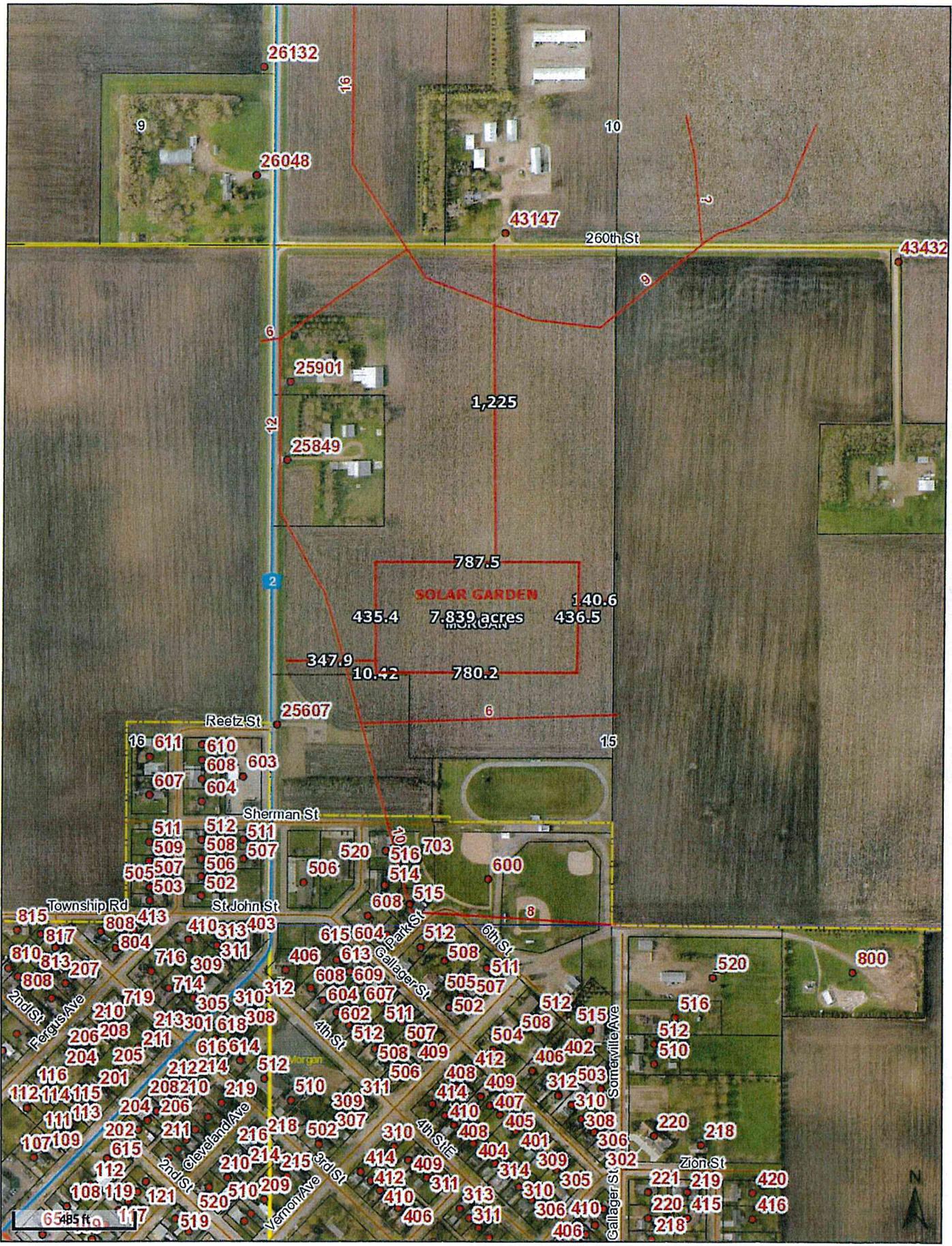
**Office Use Only:** \* The section below is to be filled out by the Environmental Office Staff

**Permit Fee:** \$700 **Receipt #:** 53552 **Date Approved:** \_\_\_\_\_

**Application Received:** 1/23/20

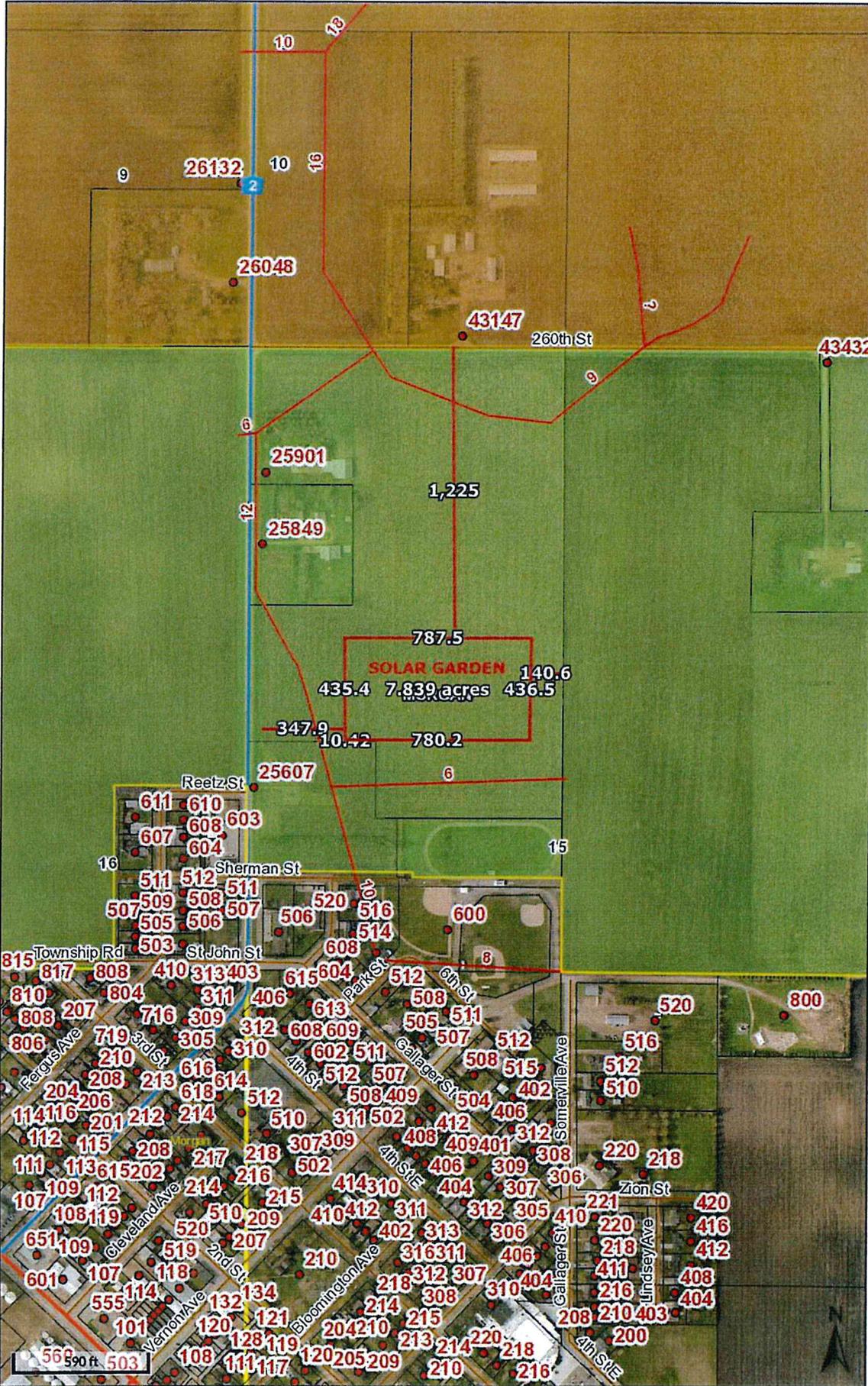
**Commission Action:** \_\_\_\_\_ **County Board Action:** \_\_\_\_\_  
**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Disapproved:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Disapproved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Weber site map





# Weber zoning map



## Legend

- Municipal Boundaries
- Sections
- Townships
- Open Ditch
- Drain Tile
- Address Points
- Parcels
- Shoreland**
  - <all other values>
  - 150 ft
  - 300 ft
  - 300 ft L W
  - 1000 ft
  - FloodPlain
  - Floodplain
- County Zoning**
  - B1
  - I1
  - R1
  - S
  - UE
  - 2M
  - AG
- Major Roads**
  - County/Twp/City
  - State/Federal
  - County
  - Minor Roads



## EXHIBIT A – LEGAL DESCRIPTION

The West Half of the Northwest Quarter (W1/2 of NW1/4) of Section Fifteen (15), Township One Hundred Eleven (111) North, Range Thirty-four (34), Redwood County, Minnesota, EXCEPTING THEREFROM:

Commencing at the Southeast corner of the West Half of the Northwest Quarter (W1/2 of NW1/4) of said Section 15, thence Northerly along the East line of said West Half of the Northwest Quarter (W1/2 of NW1/4) of Section 15, a distance of 651.76 feet, thence at right angles West a distance of 693.3 feet, thence at right angles South a distance of 231.76 feet, thence at right angles West to the West line of said West Half of the Northwest Quarter (W1/2 of NW1/4), Section 15, thence South along said West line to the Southwest corner of said West Half of the Northwest Quarter (W1/2 of NW1/4), Section 15, thence East along the South line of the West Half of the Northwest Quarter (W1/2 of NW1/4) to the place of beginning; ALSO

All that part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4), Section 15, Township 111, Range 34, described as follows: Beginning at a point 581.2 feet South of the Northwest corner of said Section 15, thence in a Southerly direction along the West line of said Section 15 a distance of 512.0 feet; thence at right angles in an Easterly direction a distance of 435.0 feet; thence in a Northerly direction parallel to the said West Section line a distance of 512.0 feet; thence in a Westerly direction parallel to the South line a distance of 435.0 feet to the place of beginning;

FURTHER EXCEPTING THEREFROM:

Part of the West Half of the Northwest Quarter of Section 15, Township 111 North, Range 34 West, Redwood County, Minnesota, described as: Commencing at the Southeast corner of the West Half of the Northwest Quarter of said Section 15; thence North 00 degrees 13 minutes 25 seconds West (assumed bearing), on the East line of said West Half, 651.76 feet; thence South 89 degrees 46 minutes 35 seconds West 693.30 feet to the point of beginning; thence South 00 degrees 13 minutes 25 seconds East, 229.72 feet to the North right of way line of Sherman Street, as dedicated in KAMHOLZ FIRST ADDITION VILLAGE OF MORGAN; thence North 89 degrees 34 minutes 25 seconds West, along said North right of way line, 627.02 feet to the West line of said Northwest Quarter; thence North 00 degrees 14 minutes 11 seconds West on said West line, 549.62 feet; thence North 89 degrees 45 minutes 49 seconds East 533.00 feet to a set iron pipe monument; thence South 00 degrees 56 minutes 34 seconds East, 327.16 feet to a set iron pipe monument; thence North 89 degrees 46 minutes 35 seconds East, 90.00 feet to the beginning.

# US/SOLAR



USS DOT COM SOLAR LLC  
CONDITIONAL USE PERMIT  
APPLICATION



## COVER LETTER

January 21, 2020  
Redwood County Planning Commission  
403 S. Mill St.  
Redwood Falls, MN 56283

### **RE: Application by USS Dot Com Solar LLC for a Conditional Use Permit to Construct and Operate a Community Solar Garden**

Dear Redwood County Planning Commission,

Attached, please find an application for a Conditional Use Permit ("CUP") to construct and operate a community solar garden within Morgan Township. Pursuant to Section 15 Redwood County Solar Power Management Ordinance (the "Ordinance"), the request is being made by USS Dot Com Solar LLC, a subsidiary of United States Solar Corporation ("US Solar"). US Solar, a small business based in Minnesota, is a turnkey community solar developer, coordinating all Project details—development, permits, finance, construction, and operations and maintenance.

USS Dot Com Solar LLC plans to develop and construct a 1-megawatt (MW) community solar garden (the "Project") in Redwood County on approximately 7.8 acres of a 50.9-acre parcel in Morgan Township at 25001 County Rd 2, Morgan, MN 56266, Parcel ID 59-015-2040 (the "Property") through Redwood County's CUP process. Our subscribers, typically schools, cities, and nearby residential customers will be eligible for significant savings through community solar gardens like this one. Our application includes information about the applicant and site and provides detailed analysis of the applicable land use permitting considerations.

The US Solar team appreciates the coordination and insights already provided by Redwood County staff and looks forward to working with both Morgan Township and Redwood County. Together, we will ensure that this Project will operate safely and efficiently over its lifespan, while providing environmental, financial, and social benefits to the surrounding area.

Please contact us with any questions, comments, or points for clarification. We look forward to working with the Commission on this Project.

Sincerely,



**Michelle Simms– Project Development Associate**

USS Dot Com Solar LLC  
100 N 6th St., Suite 218C  
Minneapolis, MN 55403  
W: (612) 299.1213 C: (612) 619.9474  
E: michelle.simms@us-solar.com

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## PROJECT SUMMARY

USS Dot Com Solar LLC respectfully submits this CUP application to construct, own, and operate a 1-MW(ac) community solar garden (the "Project") on approximately 7.8 acres of the 50.9 acres of Parcel ID 59-015-2040, in Section 15 of Morgan Township. The parcel is owned by Wayne Weber. US Solar has a land lease allowing for the use of the Property with Wayne Weber, a memorandum of which has been recorded in the county records. A copy of the Memorandum of Lease Agreement can be found in Appendix III.

<b>Parcel Identification Number</b>	59-015-2040
<b>Property Address</b>	TBD County Rd 2, Morgan, MN 56266
<b>Landowner</b>	Wayne Weber
<b>Township</b>	Morgan
<b>Current Use of Property</b>	Agriculture
<b>Application Fee</b>	\$700

## SELECTING THIS PROPERTY

The Property was selected because of its solar resource, physical characteristics, proximity and access to high-value 3-phase distribution facilities, applicable zoning and permit requirements, and landowner support.

- Solar Resource
  - Relatively large, flat, and open to provide unobstructed access to natural sunlight
- Physical Characteristics
  - Limited grading, if any, maintaining natural topsoil and existing drainage patterns
  - Not in Agricultural Preserve
  - No impact to wetlands or neighboring properties
  - Adequate space for setbacks or landscape screening
  - Soils capable of supporting facility and equipment
  - No water or other infrastructure improvements needed
- Proximity to Distribution Facilities
  - Existing distribution line on the Project-side of County Highway 2
  - Adequate capacity for the Project on existing distribution line and other infrastructure
  - Supplies electricity throughout the local community
- Capacity Screens with Xcel Energy
  - Existing substation in relatively close proximity with adequate capacity for the Project

## SETBACKS AND OTHER IMPORTANT CONSIDERATIONS

Requirement Description	Requirement	Project	Confirmation
Front Yard – Four Lane Highway	100'	>100'	✓
Front Yard – Any Public Road	67'	>67'	✓
Front Yard – Minor Street	25'	>25'	✓
Side Yard	10'	>10'	✓
Rear Yard	10'	>10'	✓
Dwelling	150'	>150'	✓
Solar Panel Height	20' maximum	12' maximum	✓

The Project will generate enough electricity to power approximately 225 homes annually and interconnect directly to the existing distribution system of Xcel Energy. Residents, businesses, and public entities in and around Redwood County who are Xcel Energy customers may subscribe to a portion of the electricity generated and receive bill credits on their Xcel Energy bills. In this way, local residents and businesses receive a direct economic benefit from the Project. USS Dot Com Solar LLC is contracted to deliver electricity for a period of 25 years, commencing on the date of commercial operation, which is expected to occur in 2020.

Surrounding land use is primarily urban expansion, with the southern boundary of the Project located about 250 feet north of the City of Morgan municipal boundary. To the west, north, and east, land use is primarily agricultural, with other farmsteads within a half mile of the Project.

### LOCAL ECONOMIC IMPACT

In addition to discounted electric bills, this Project will have a positive economic impact, detailed below.

#### Already Spent

- o ~\$40,000 on local engineering, legal, and environmental consulting services
- o ~\$5,000 on legal fees, county recordings, travel, and meals,

#### During Construction

- o ~\$2,200,000 on capital infrastructure investment
- o ~\$900,000 on local spending
- o 15+ temporary construction and related service jobs, equivalent to ~4 full-time job years

#### During Operation

- o ~\$12,000 - \$15,000 on increased property tax payments during operation
- o ~1 permanent, part-time employee (\$22,500/yr, totaling \$562,000 over 25 years)

## **LOGISTICS**

### **DESCRIPTION OF OPERATIONS**

The major equipment components of the Project are solar panels, inverters, and racking. Single-axis tracker racks provided by a vetted manufacturer hold up the solar panels, reaching a maximum height of approximately 10 feet. Racking is installed with piles that are anchored into the ground to the appropriate depth to ensure long-term stability and structural soundness, based on detailed structural and geotechnical analysis. Piles also facilitate decommissioning at the end of the life of the Project, as they do not require cement foundations and are easily removed. We also use Tier 1 solar panels to achieve high efficiency and conform to high quality control and safety standards. Most importantly, we will provide non-invasive, ongoing maintenance of all our community solar gardens, both equipment and site conditions. On a regular schedule, we will analyze Project performance, detecting and diagnosing any production anomalies, identifying and addressing underperformance issues, managing service teams and technicians, and contacting landowners and the utility if necessary.

### **SITE VISITS DURING OPERATIONS**

Approximately once per quarter, one vehicle with approximately two (authorized and insured) technicians will be sent out to perform routine maintenance on the site, in addition to any unplanned maintenance. During the first few years, one vehicle with approximately two vegetation maintenance personnel will visit the site a handful of times per year, to ensure the health of vegetation. After the first three years, we expect roughly four visits to the site per year for regular, preventative maintenance. The Project will be fenced, locked, and remotely monitored. The proposed Project, once operational, requires no daily traffic.

In addition, Xcel Energy personnel will have an easement to facilitate maintenance activities of their interconnection facilities.

### **VEHICLES**

Trucks for maintenance activities will be standard, with minimal tooling and parts for activities as described above.

### **PARKING**

During the operational phase of the Project, there will be approximately two parking spots within the boundaries of the perimeter fence. Our vehicles will park there to avoid disrupting traffic or land use. During our 3-4 month construction phase, a temporary parking area, adjacent to the Project, will be used for installation crews, delivery trucks (as needed), and construction and supervision personnel.

### **STRUCTURES**

All Project monitoring is done remotely. No permanent structures will be built onsite.

## **STORAGE DURING OPERATION**

There will be no equipment or materials storage onsite after the construction phase.

## **SIGNAGE**

We will post signage required by law during construction at the Project. To provide safety and support good practices, labeling of electrical equipment requires internal signage. All signage will follow sign regulations in the Ordinance and National Electric Code.

## **WATER, SEWAGE, AND WASTE**

No water, sewage, or waste management services are required onsite. Portable waste facilities will be provided during the construction period.

## **CONSTRUCTION TRIPS**

Construction is expected to last 3-4 months, with most deliveries in the first month and most electrical testing in the later stages of construction. Delivery expectations are listed below.

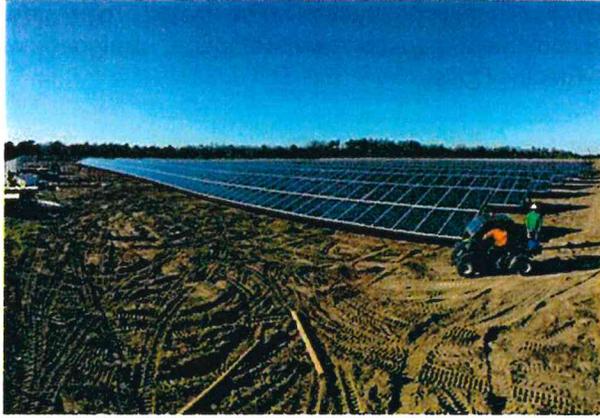
- Modules will come on 40-foot flatbed trucks or in 40-foot containers
  - We expect no more than 8 deliveries for all solar modules
- We expect no more than 5 container trucks to deliver racking material
- We expect no more than 2 deliveries for inverters, switchgears, and transformer
- We expect additional trips for Balance of Plant equipment on smaller delivery vehicles
- We expect no more than 4 deliveries per day

Delivery routes will be designed to minimize any traffic impact in the local community. We will coordinate with local authorities as to preferred times and routes prior to construction mobilization.

Construction personnel will park within the Project premises. USS Dot Com Solar LLC has responsibility for maintenance, replacement, or new installation of any drain tile servicing this site, if USS Dot Com Solar LLC and the landowner determine it is necessary. The Project will comply with Minnesota Rules 7030 governing noise.

## SITE PLAN

The proposed site plan is enclosed as Appendix I to describe our design of the Project. It shows the land parcel, Project dimensions and specifications, zoning setbacks, and more. The site plan, along with narrative and other associated figures in the Exhibits, address all requirements listed in the Ordinance.



EXAMPLE OF A SOLAR PROJECT IN CONSTRUCTION



EXAMPLE OF A SOLAR PROJECT IN OPERATION

## **SITE ACCESS**

An unpaved access road will be built from the public road to the Project. This provides necessary access for construction, regular mowing and maintenance activities, and decommissioning of the Project, while minimizing impact to ongoing farming operations. The road also provides access in the unlikely event that emergency crews are needed onsite. We utilize the following simple process for construction of the access road:

- (1) Remove topsoil from a 15-foot wide area and spread it thinly in adjacent areas,
- (2) Lay down geotextile fabric over compacted subgrades, if necessary, to prevent vegetative growth, and
- (3) Install and compact approximately eight to ten inches of aggregate material and gravel to level with surrounding grade.

This Project will be accessed from a 15-foot-wide access road directly off County Highway 2 via a new access. The access road will continue straight and then turn left directly to the Project location. USS Dot Com Solar LLC will work with the road authority, MnDOT, for approval. See Appendix I for a depiction of the access road.

## **EXISTING VEGETATION**

The relevant area of the parcel is 100% row crop agriculture. The soil type under the Project is primarily Canisteo Clay Loam (100% hydric) with some Webster Clay Loam (95% hydric) and Glencoe Clay Loam (100% hydric). Please see the Soil Classification Map in [Appendix I](#).

## **VEGETATIVE SEEDING PLAN**

The area underneath the modules and between rows will be transformed into a diverse mix of pollinator-friendly, low-lying, deep-rooted plants. USS Dot Com Solar LLC will control for noxious weeds throughout the life of the Project. The seed mix will provide excellent habitat and food sources for native wildlife, preserve and improve the soils, and reduce erosion and water runoff.

Our design goals for this community solar garden seed mix are as follows:

- Withstand harsh climate conditions
- Minimize erosion
- Improve water quality
- Reduce storm water runoff
- Minimize maintenance costs
- Increase crop yield on surrounding farms

## FENCING

In addition, our Project will include a security fence around the entire perimeter. The security fencing will be located entirely on the Property on the inside of the landscape screening. The fence will not exceed 8 feet in height, and it will be a farm-field style fence without barbwire. The fence will meet National Electric Code. See the image below for a representative photo.



## PRELIMINARY DRAINAGE PLAN

Preliminary drainage plan has been included in Appendix I. A full drainage report is forthcoming and will be completed as part of the Stormwater and Pollution Prevention Plan (SWPPP) permit. Volume control (infiltration) will be provided through the disconnection of impervious surfaces as well as on-site infiltration basins. Aside from the gravel access road and meter pad, the entire area within the fence boundary will be restored to a low-maintenance seed mix, including the area below the solar panels. Runoff from the panels and gravel access roads will be allowed to “sheet flow” across the newly established perennial vegetation. The proposed Project discharges in a manner like the existing flow pattern in all modeled storm events and does not alter drainage patterns.

The SWPPP will include the following:

- Summary of general construction activity
- Storm water mitigation and management resources
- Wetland impacts
- Project plans and specifications
- Temporary erosion prevention measures
- Temporary sediment control measures
- Permanent erosion and sediment control measures, if needed
- Best management practices (BMPs) regarding erosion control
- Inspection and maintenance
- Pollution prevention measures
- Final stabilization plan for long-term soil stability

As described in the Minnesota Stormwater Manual, better site design techniques have been incorporated to ensure a site maintains good drainage. All impervious surfaces are fully disconnected and routed over low maintenance grass prior to leaving the site. The MPCA's spreadsheet tool has been used to calculate the volume of stormwater that must be treated on site from solar installations to meet the requirement of 1.0 inch of runoff from new impervious surfaces. A small basin may be provided to make up the remainder of the volume required. The basin design will allow for a 48-hour draw down time. Pretreatment is provided throughout the site by fully vegetative land cover that will be utilized as buffer. Runoff from access roads will not be channelized prior to discharge to the infiltration areas but allowed to freely sheet flow across the vegetated site. Redwood County requirements are met through the restoration of upland vegetation.

Temporary construction sedimentation basins will be necessary where greater than 5 acres of disturbed area discharges to a common point within 1 mile of impaired or special waters. Based on NPDES permit requirements, the sediment basin is designed for the 2-year storm event.

### **GRADING AND FILLING**

We propose no substantial grading, filling, removal of soils, or addition of soils. Our solar racking can accommodate the current terrain, a primary reason we selected this location. This will maintain the original grading on the site and sustain the existing drainage and runoff patterns, minimizing impact to surrounding land.

## **AGRICULTURAL LAND AND ENVIRONMENTALLY SENSITIVE AREAS**

The development of a community solar garden on agricultural land is temporary in nature and the impervious areas would be minimal, approximately 0.3 – 0.5 acres in total. The remainder, approximately 8 acres, will be converted from row-crops to native grasses and pollinator-friendly habitat. In total, the amount of land utilized for this Project is very small in relation to the total farmed acreage in Redwood County.

Community solar gardens contribute to the preservation and improvement of agricultural land. This is true for three primary reasons.

First, we use DNR-recommended, pollinator-friendly, native grasses to blanket the ground beneath our community solar gardens. A recent study has shown that these seed mixes reduce stormwater runoff by 23 percent for the 2-year storm event (2.9 inches of rain) and 8 percent for the 100-year storm (7.8 inches of rain)<sup>1</sup>. These native plantings also expand habitat for pollinators and other species that enhance surrounding agricultural activity.

Second, decommissioning of community solar gardens is simple and does not disrupt the land. We remove the solar panels, racking, concrete inverter pads, and any other equipment and restore the land. Because we use piles as foundation, system removal involves almost no disruption to the land. After the Project's life, what is left is an undisturbed field of native grasses atop immaculate soils. This is one of the only ways for a landowner to increase and diversify income while preserving and protecting farmland for future generations, when crop prices and agricultural practices may be more viable than they are today.

Third, community solar gardens effectively lock up the land use for 25 years or more, thwarting the potential for any industrial, or commercial development. Many neighbors recognize this reality: development will

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<sup>1</sup> (Jeffrey Broberg, "Utility & Community Solar Should Use Native Landscaping," <http://cleantechnica.com/2016/03/15/utility-and-community-solar-should-use-native-landscaping/>)

occur as residential and commercial uses expand and encroach on agricultural lands. It could be a residential subdivision, a commercial/industrial operation, or a community solar garden that is silent, invisible, and beneficial to the local environment. Of these options, the community solar garden will be the best steward of the prime agricultural land.

## **EFFECTS ON THE ENVIRONMENT**

The National Renewable Energy Laboratory recently studied the environmental effect of solar panel manufacturing and concluded that the manufacturing energy cost is recuperated by energy payback in less than 4 years. The Project would provide decades of pollution-free and greenhouse-gas-free electrical generation.

In addition to the positive effects of solar energy, the sections above detail how and why the Project would have positive effects on the environment.

## **EROSION AND SEDIMENT CONTROL PLAN**

USS Dot Com Solar LLC will comply with the Minnesota Pollution Control Agency (MPCA) Construction Stormwater Permit Requirements, including obtaining a National Pollutant Discharge Elimination System (NPDES) stormwater permit prior to construction. The Project proposes no substantial grading or filling, as our racking equipment can accommodate the current terrain. Please refer to [Appendix I](#) for the erosion and sediment control site plan.

Due to the Project size and flat topography, no temporary sediment basins are required. The existing topography creates enough storage, so no grading is needed for this design. In addition to the silt fence, we propose a stormwater basin within the Project and permanent erosion control at the outlet. As can be seen on [Appendix I](#), our basins can hold a volume of 10,806 CF, exceeding the minimum requirement.

Please note in the site plan that there are no proposed permanent structures or buildings, as the Project is composed of tables of single-axis trackers. These are simple, durable, and non-intrusive. Between each row of solar panels, there is approximately 13.4 feet of green, open space, planted with pollinator-friendly vegetation.

## MANUFACTURER'S SPECIFICATIONS

USS Dot Com Solar LLC uses only Tier 1 solar modules. Tier 1 solar modules are manufactured to the highest quality, performance, and lifespan, produced by companies that have at least a five-year history in manufacturing them. Countless banks and financiers have vetted these modules. They are designed to absorb light and reflect less than 2% of the incoming sunlight, which is less than many natural features, including water, snow, crops, and grass. There will be no material impact from glare.

We are using Tier 1 string inverters for this Project installed throughout the site. The inverters and electrical cabinets are enclosed and will meet all applicable codes and requirements.

The foundation of the racking system will utilize galvanized steel. The foundations should utilize galvanized steel, I-Beam piers. Depending on final soil analysis and foundation design prior to construction, they may be helical piles. The Project will utilize single-axis trackers, which rotate from east to west with the rising and setting of the sun. Single-axis trackers typically have a shorter solar panel height (approximately 10 feet at the highest point) and produce less glare than a fixed tilt system. The trackers will have a maximum rotational axis of 60 degrees each direction.

An underground, medium-voltage cable will connect directly to the proposed utility poles. All onsite power and communication lines running between solar modules will be underground.

Below are technical specifications and details of the current plans, which are subject to change:

Project Component	Specifications
<b>Project Size</b>	1 MW <sub>AC</sub> /7.088 MW <sub>DC</sub>
<b>Acres Required</b>	7.84
<b>Type of PV Panels</b>	Silicone Polycrystalline
<b>Panel Manufacturer</b>	REC Solar, Trina, or equivalent Tier 1
<b>Panel Model</b>	350W
<b>Panel Warranty</b>	25 years, linear warranty
<b>Mounting Manufacturer</b>	Array Technologies
<b>Mounting Model</b>	DuraTrack® HZ v3
<b>Mounting Warranty</b>	10 years on structural components; 5 years on drive and control systems
<b>Tilt Angle</b>	0 degrees
<b>Inverter Manufacturer</b>	Huawei Technologies
<b>Inverter Model</b>	SUN2000
<b>Inverter Peak Efficiency</b>	99.0%
<b>Inverter Size</b>	25-40 kW <sub>AC</sub>
<b>Inverter Warranty</b>	Up to 25 years. 10 years standard with additional options of up to 15 years.
<b>Performance Monitoring System</b>	AlsoEnergy

## **INTERCONNECTION WITH XCEL ENERGY**

This Project has an executed Interconnection Agreement with Xcel Energy, as evidenced in Appendix II.

## **DECOMMISSIONING PLAN**

The Project consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the Project reaches the end of its operational life, the component parts will be dismantled and recycled as described below. We have a lease contract with the property owner, which requires us to decommission and restore the site at our expense. The decommissioning plan would commence at the end of the lease term or in the event of twelve (12) months of non-operation. At the time of decommissioning, the Project components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed. USS Dot Com Solar LLC will be responsible for all the decommissioning costs.

### **REMOVAL PROCESS**

The decommissioning of the Project proceeds in the following reverse order of the installation:

1. The solar system will be disconnected from the utility power grid
2. PV modules will be disconnected and removed
3. Electrical cables will be removed and recycled off-site
4. PV module racking will be removed and recycled off-site
5. PV module support posts will be removed and recycled off-site
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site
7. Concrete pads will be removed and recycled off-site
8. Fencing will be removed and recycled off-site
9. Reclaim soils in the access driveway and equipment pad areas by removing imported aggregate material and concrete foundations; replace with soils as needed

The Project site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about community solar gardens. If desired, the site can return to productive farmland after the system is removed.

## DECOMMISSIONING CONSIDERATIONS

We ask that the County take note of 3 important considerations: 1) a community solar garden is not a public nuisance, 2) the resale and recycle value are expected to exceed the cost of decommissioning, and 3) the County and taxpayers are not at risk.

1) Our modules do not contain hazardous materials and the Project is not connected to government utilities (water, sewer, etc.). Additionally, almost all the land is permanent vegetation which improves erosion control, soil quality, and water quality. For these reasons, the Project, whether operational or non-operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the Project. Compare this to an abandoned home, barn, etc. that may regularly include hazardous materials and/or become a public nuisance.

2) Upon the end of the Project's life, the component parts may be resold and recycled. The aggregate value of the equipment is expected to exceed the cost of decommissioning and removal. Solar modules, for example, have power output warranties guaranteeing a minimum power output in Year 25 of at least 80% of Year 1. Since the value of solar panels is measured by their production of watts, it is easy to calculate expected resale value. Even using extremely conservative assumptions, the value of the solar modules alone exceeds the cost of decommissioning. This does not factor in the recycle value of other raw materials like steel, copper, etc.

3) In the extremely unlikely, "worst-case" scenario where (1) the project owner fails to decommission and neither our lender nor any power generation entities want the assets, and then (2) the landowner fails to decommission the Project (which the landowner would have the right to do under the Property lease), and then (3) if the project owner and the landowner refuse to decommission the project and the decommissioning financial surety was insufficient to decommission the project, the County would have its standard police powers to enforce decommissioning. If that process ultimately resulted in the County gaining ownership of the property, the County could sell the parcel.

## DECOMMISSIONING FINANCIAL SURETY

Despite the considerations of 1) the Project is not a public nuisance, 2) the resale and recycle value is expected to exceed the cost of decommissioning, and 3) the County and taxpayers are not at risk, we are proposing that there are sufficient financial resources to properly decommission the project.

## MAINTENANCE & OPERATIONS PLAN

Maintenance and Operations questions can be directed to the USS Dot Com Solar LLC Operations Team at 612-260-2230. The Operations Team will be able to address any issues related to drainage, weed control, screening, general maintenance, and operation. Emergency contact details to be provided prior to construction.

## **INSURANCE INFORMATION**

USS Dot Com Solar LLC will be required to meet insurance requirements under long-term contracts with several parties, including the site landowner, Xcel Energy and its project lenders and investors. USS Dot Com Solar LLC will be listed on a policy that includes:

- Liability coverage that will include \$1,000,000 in coverage against damage to rented property
- Excess liability coverage of an additional \$1,000,000 per occurrence
- Property coverage in an amount necessary to cover the value of the solar project and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt

## **PROJECT OWNERSHIP**

The applicant of the CUP, USS Dot Com Solar LLC, is a subsidiary of US Solar. USS Dot Com Solar LLC is the owner of the Project. Please find more information about US Solar at [www.us-solar.com](http://www.us-solar.com).

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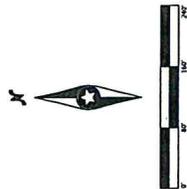
## **CONCLUSION**

USS Dot Com Solar LLC has complied with all requirements of the Solar Power Management Ordinance, and we respectfully request that the Redwood County Planning Commission approves the application.

## APPENDIX I – SITE PLANS AND PROJECT MAPS

PRELIMINARY SITE PLAN .....	19
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SOILS .....	26
SURROUNDING PROPERTIES.....	27





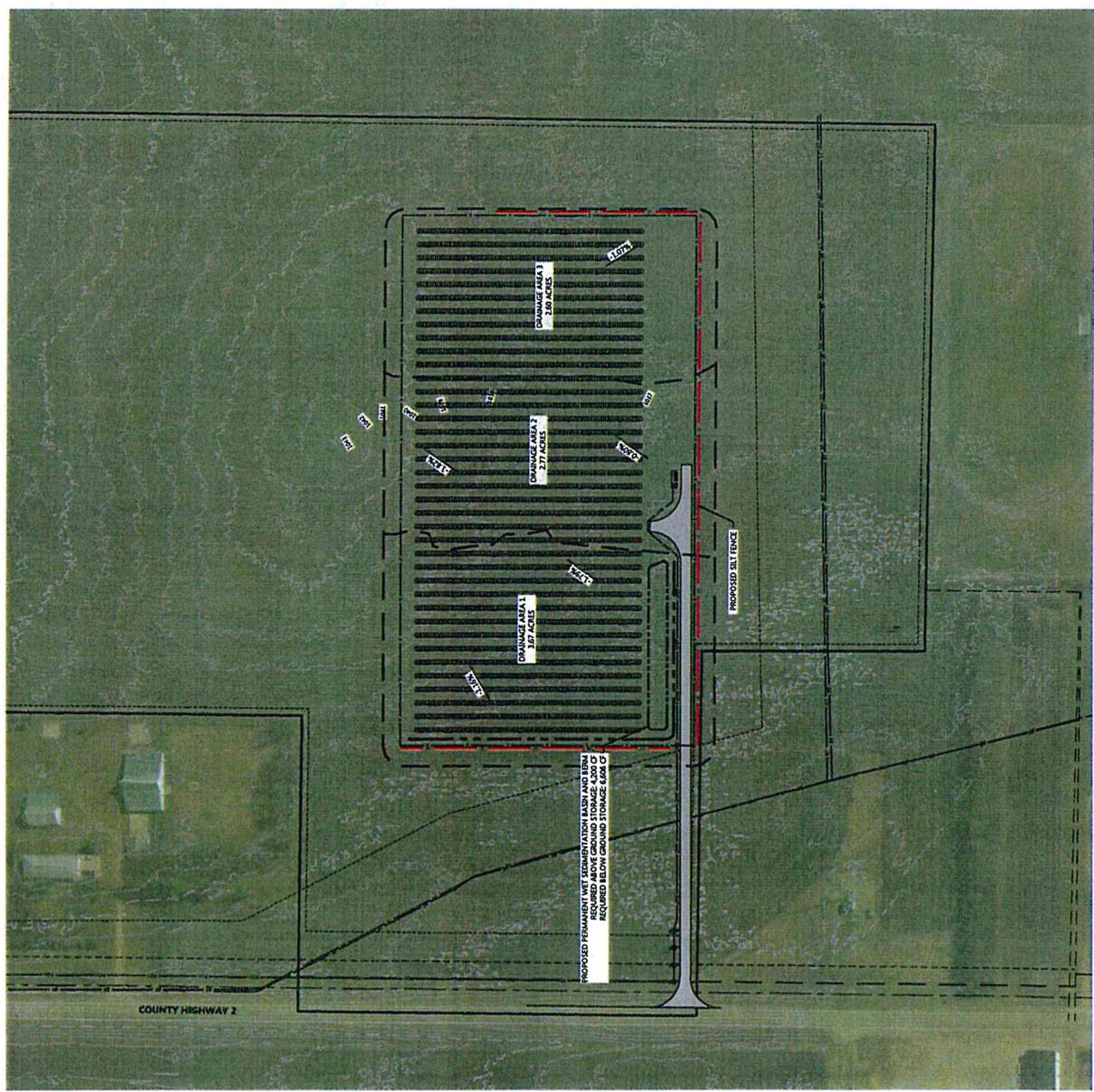
**USS Dot Com LLC**  
 Redwood County, Minnesota  
 189 County Highway 2  
 Morgan, MN 56266

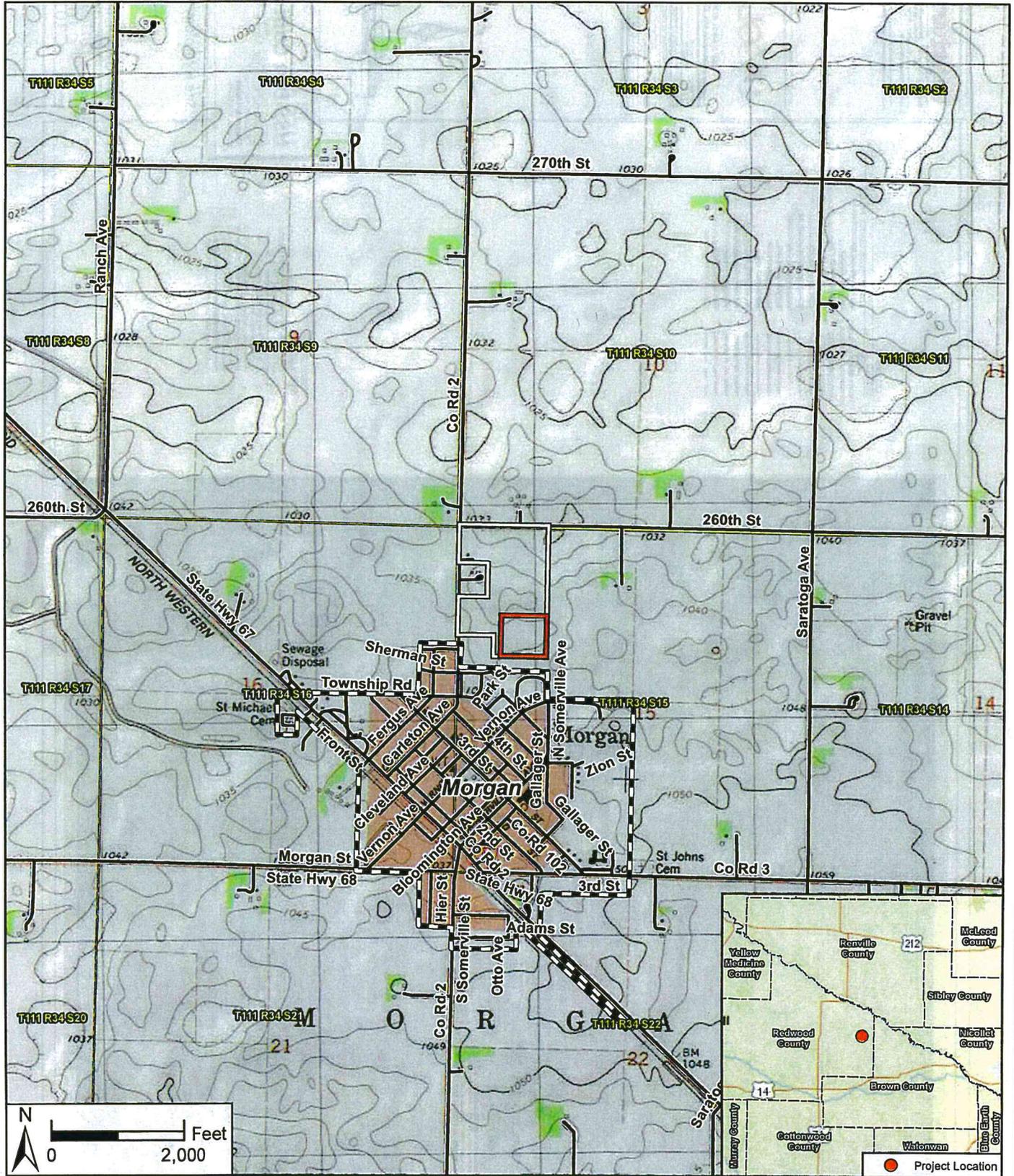
**Site Hydrology**

NOT FOR CONSTRUCTION  
 DATE: 12/13/2019  
 SHEET: C.101

- LEGEND**
- [Symbol] SWITCHBOARD AND TRANSFORMER PAD
  - [Symbol] SINGLE AIS TRACER
  - [Symbol] PROPOSED POWER POLE
  - [Symbol] PROPOSED GRAVEL ACCESS ROAD (DRIVEWAY)
  - [Symbol] PROPOSED UNDERGROUND COLLECTOR
  - [Symbol] PROPOSED OVERHEAD POWERLINE
  - [Symbol] EXISTING OVERHEAD POWERLINE
  - [Symbol] PROPOSED FENCELINE
  - [Symbol] EXISTING PERMIT LINE
  - [Symbol] YARD SETBACK LINE
  - [Symbol] EXISTING DRAIN TILE
  - [Symbol] PROPOSED STORMWATER BASIN
  - [Symbol] PROPOSED STORMWATER BERM
  - [Symbol] PROPOSED SILT FENCE
  - [Symbol] DRAINAGE AREA BOUNDARY

- GENERAL NOTE**
1. INSTALLATION TO COMPLY WITH IBC 2017 ARTICLE 1605.1.1. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH NATIONAL CODES OR REGULATIONS.
  2. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH IBC 2017 ARTICLE 1605.1.1 AND NATIONAL CODES OR REGULATIONS.
  3. ALL ACCESS ROADS SHALL BE DESIGNED TO ACCOMMODATE TRUCKS AND EQUIPMENT FOR MAINTENANCE AND UTILITY TRAFFIC THROUGHOUT THE LIFE OF THE PROJECT.
  4. FEATURES ARE APPROXIMATE PERFORMING SURVEY.





Data Source(s): Westwood (2018); ESRI WMS USA Topo Basemap Imagery (Accessed 2018); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2017).

**Legend**

- Project Premises
- Boundary
- Subject Parcel
- Boundary
- Road
- City/Civil Township
- Boundary
- County Boundary
- PLS Section
- Boundary

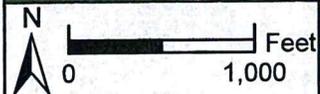
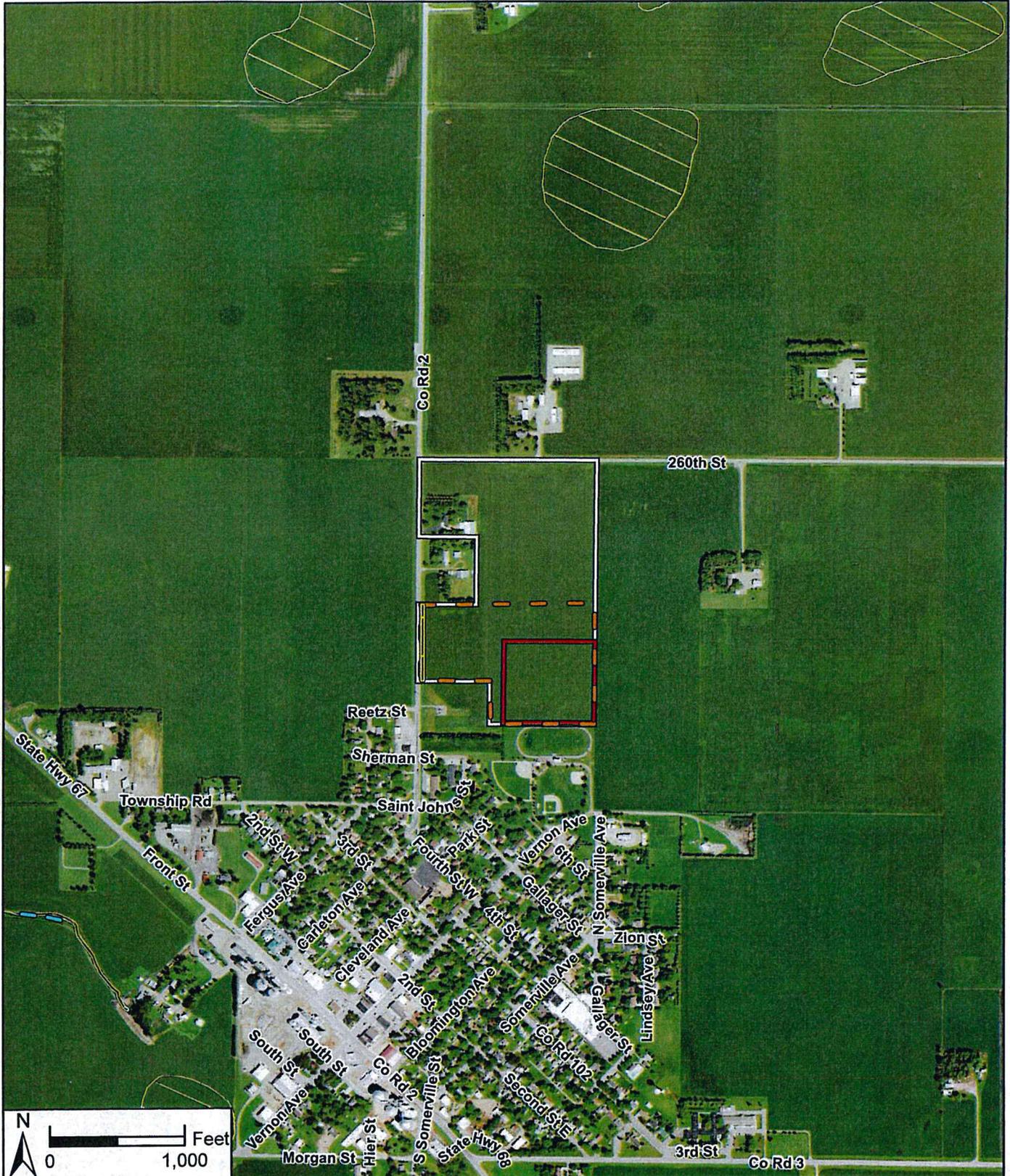
**Dot Com Community Solar Garden**

Morgan Township  
Redwood County, Minnesota

**Project Location & USGS Topography**

**Westwood**  
Toll Free (888) 937-5150 westwoodps.com  
Westwood Professional Services, Inc.

Map Document: N:\0013703.00\GIS\CA Exhibit\US\_3\_CA\_Ex1\_SiteLocation\_180130.mxd 4/16/2018 12:52:30 PM radevito



Data Source(s): Westwood (2018); ESRI WMS USA Topo Basemap Imagery (Accessed 2018); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2017).

**Legend**

- Project Premises Boundary
- Subject Parcel Boundary
- Desktop Wetland Delineation Area Boundary
- PWI Watercourse
- PWI Basin
- Impaired Stream
- Impaired Lake
- Desktop Delineated Wetland
- NWI Wetland
- Shoreland District
- Drainage Ditch
- NHD Flowline
- NHD Waterbody
- 100-Year Floodplain
- 500-Year Floodplain

**Dot Com Community Solar Garden**

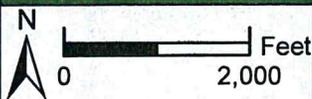
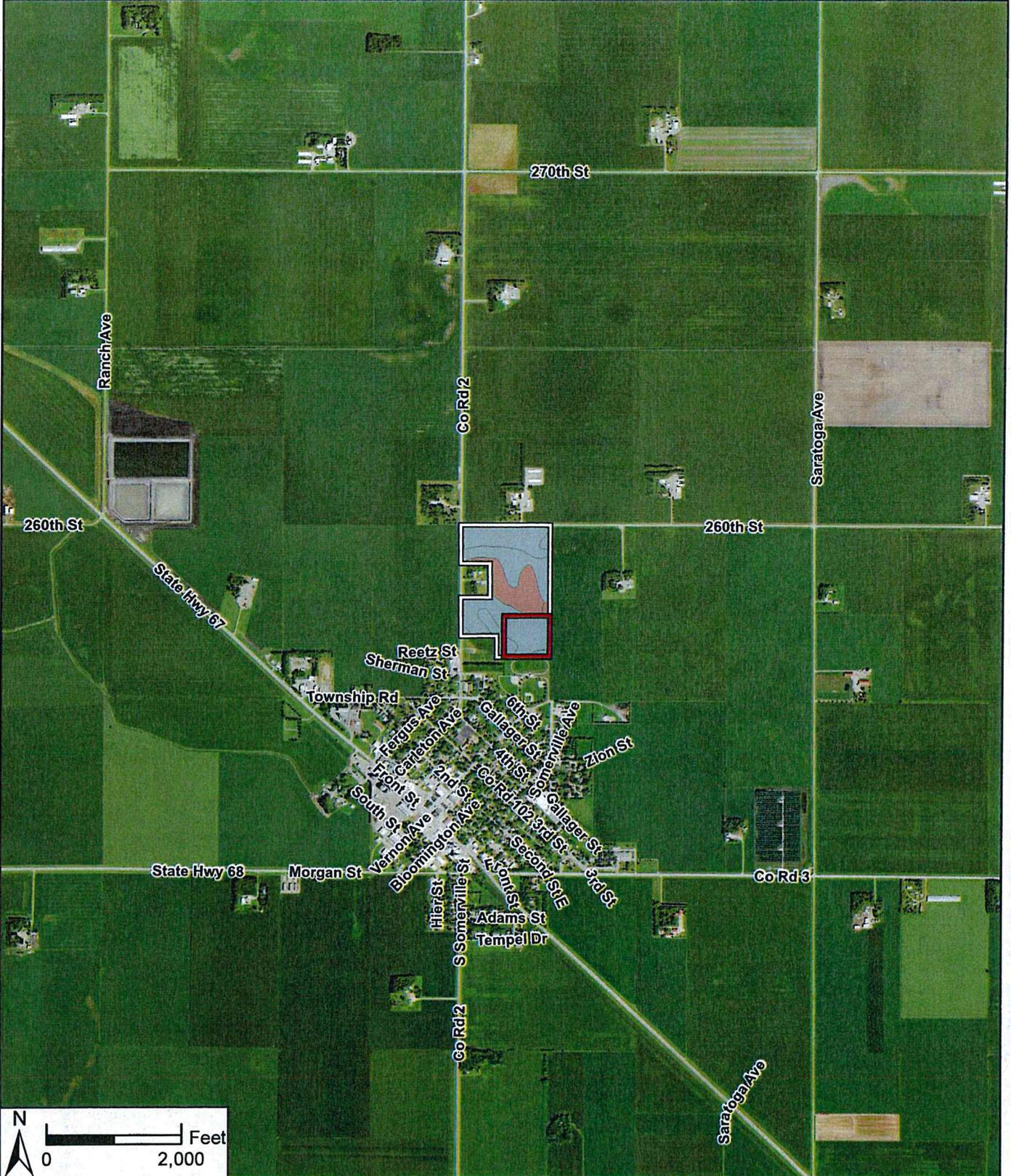
Morgan Township  
Redwood County, Minnesota

**Water Resources**

**Westwood**  
Toll Free (888) 937-5150 westwoodps.com  
Westwood Professional Services, Inc.

Map Document: N:\0013703.00\GIS\CADA Exhibits\USS\_3\_CA\_E02\_WaterResources\_180130.mxd 4/20/2018 12:21:13 PM radevito





Data Source(s): Westwood (2018); Minnesota NAIP Imagery (Accessed 2018); Census Bureau (2017); MNDNR (Various Dates); The Minnesota County Biological Survey, MNDNR, Division of Ecological Resources (2015); NCEC and Partners (2016); U.S. Fish and Wildlife Service (Various Dates); Conservation Biology Institute PAD-US (2016).  
 Note: NHIS data referenced here were provided by the Division of Ecological and Water Resources, Minnesota Department of Natural Resources (DNR), and were current as of August, 2017. These data are not based on an exhaustive inventory of the state. The lack of data for any geographic area shall not be construed to mean that no significant features are present.

- |                                       |  |                               |
|---------------------------------------|--|-------------------------------|
| Project Premises Boundary             | Regionally Significant Ecological Area | Prime Farmland Classification |
| Subject Parcel Boundary               | National Wildlife Refuge Boundary      | All areas are prime farmland  |
| Native Plant Community                | Wildlife Management Area               | Prime farmland if drained     |
| MBS Site of Biodiversity Significance | Scientific & Natural Area              |                               |
| National Conservation Easement        | Waterfowl Production Area              |                               |
|                                       | PAD Public Land                        |                               |

**Dot Com Community Solar Garden**  
 Morgan Township  
 Redwood County, Minnesota  
**Biological Resources & Public Lands**

**Westwood**  
 Toll Free (888) 937-5150 westwoodps.com  
 Westwood Professional Services, Inc.

NHIS data indicate no records of rare species or communities within 1 mile of the Subject Parcel.

Map Document: N:\0013703.00\GIS\CA Exhibits\USS\_3\_CA\_Ext4\_BiologicalResources&PublicLands\_180130.mxd 4/16/2018 1:42:19 PM raddevio



Map Document: N:\0013705\00GIS\CA\_Ex5\_Infrastructure\_180130.mxd 4/16/2018 1:48:52 PM radevito

Data Source(s): Westwood (2018); Minnesota NAIP Imagery (Accessed 2018); Census Bureau (2017); Ventyx Velocity Suite, Ventyx Energy LLC. (2017); Minnesota Pollution Control Agency (2009); Minnesota Geological Survey (2014).

- Legend**
- Project Premises Boundary
  - Subject Parcel Boundary
  - Oil Pipeline
  - CO2 Pipeline
  - Natural Gas Pipeline
  - Transmission Line
  - ✈ Airport
  - MPCA Site
  - Substation
  - ✳ Natural Gas Compressor Station
  - ⊙ Approximate Well Location
  - +— Railroad

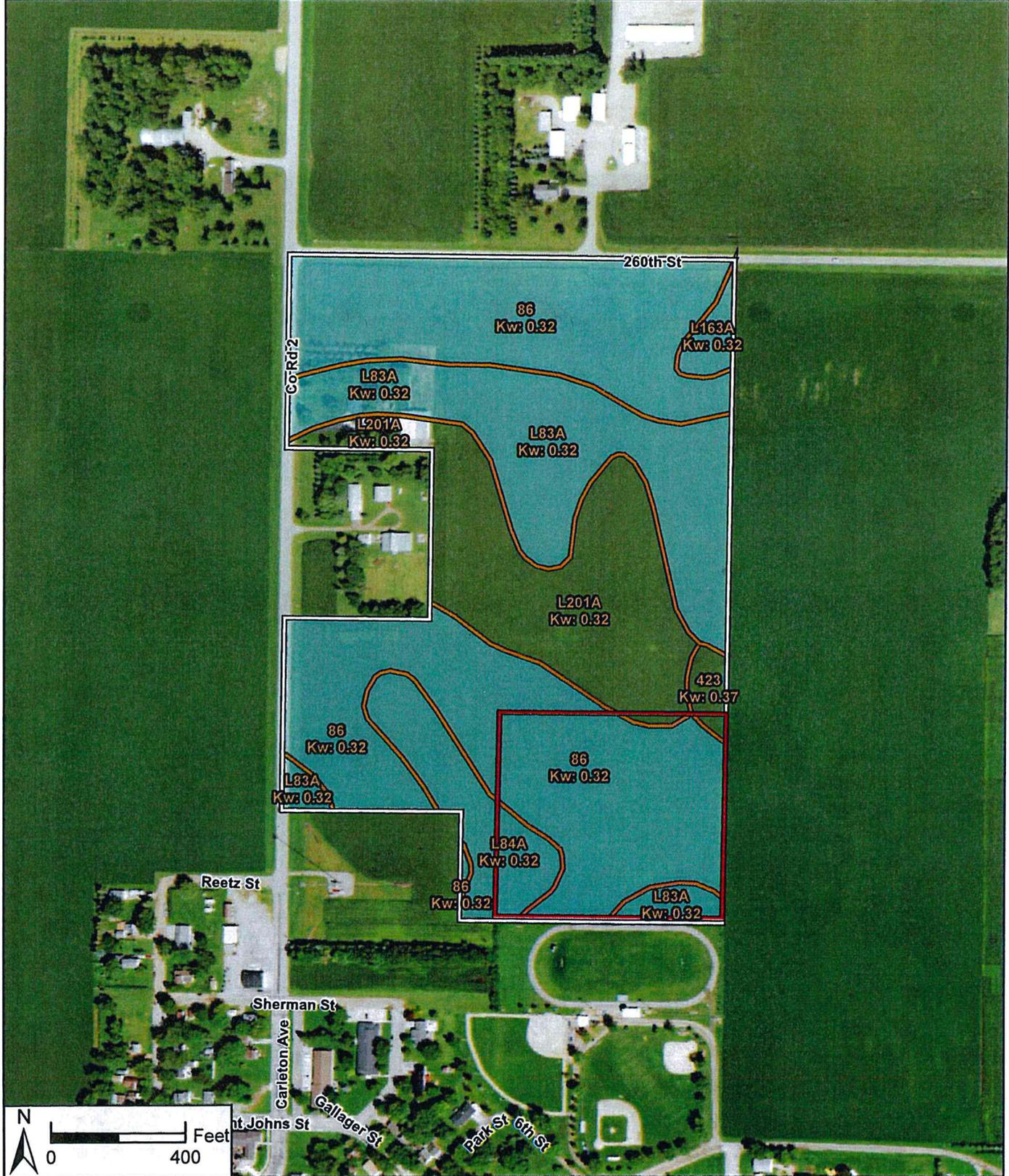
## Dot Com Community Solar Garden

Morgan Township  
Redwood County, Minnesota

Infrastructure

Westwood

Toll Free (888) 937-5150 [westwoodps.com](http://westwoodps.com)  
Westwood Professional Services, Inc.



Map Document: N:\0013703.00\GIS\CA Exhibit\USS\_3\_CA\_Ea6\_Soils\_180130.mxd 4/16/2018 1:22:46 PM radrevio

Data Source(s): Westwood (2018); Minnesota NAIP Imagery (Accessed 2018); Census Bureau (2017); U.S. Department of Agriculture, Natural Resources Conservation Service (2018).

- Legend**
- Project Premises Boundary
  - Subject Parcel Boundary
  - Soil Unit Boundary
  - All Hydric/Predominantly Hydric Soil

**Unified Soil Classification System | USDA Map Unit Symbol | USDA Map Unit Name | Hydric Soils Classification**

- CL | L163A | Okoboji silty clay loam, 0 to 1 percent slopes | 100% Hydric
- CL | L201A | Normanla loam, 1 to 3 percent slopes | 5% Hydric
- CL | L83A | Webster clay loam, 0 to 2 percent slopes | 95% Hydric
- OH | 86 | Canisteo clay loam, 0 to 2 percent slopes | 100% Hydric
- OH | L84A | Glencoe clay loam, 0 to 1 percent slopes | 100% Hydric
- SC | 423 | Seaforth loam, 1 to 3 percent slopes | 14% Hydric

## Dot Com Community Solar Garden

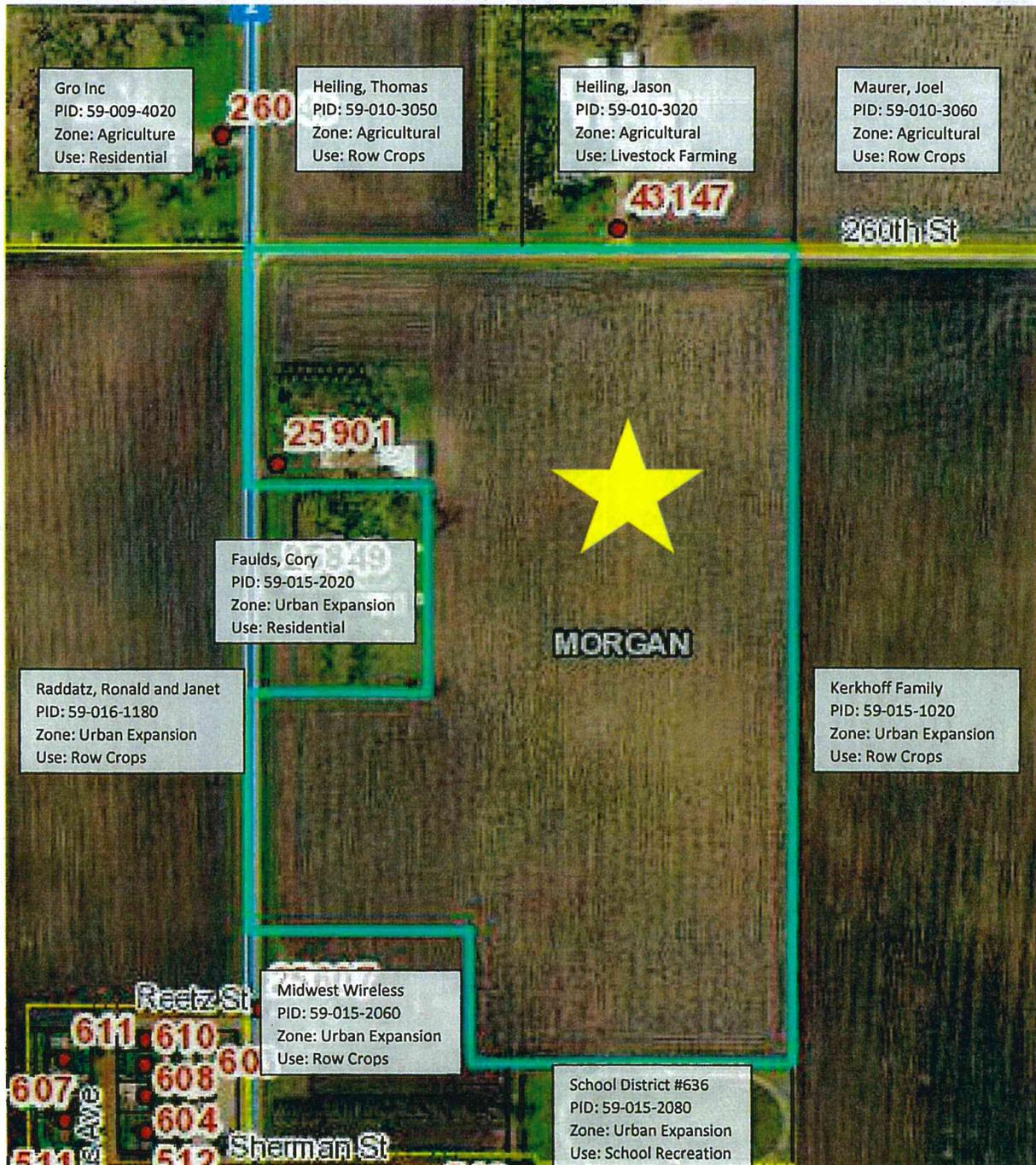
Morgan Township  
Redwood County, Minnesota

Soils

Westwood

Toll Free (888) 937-5150 westwoodps.com  
Westwood Professional Services, Inc.

## SURROUNDING PROPERTIES



## **APPENDIX II – INTERCONNECTION AGREEMENT DETAILS**

Project: USS Dot Com Solar LLC

SRC #: 063637

Application Deemed Complete: 04/2/2018

Required Completion Date: 6/30/2020

414 Nicollet Mall  
Minneapolis, MN 55401

1-800-895-4999  
xcelenergy.com



April 11, 2019

**Solar\*Rewards Community Study Results**

**Customer Legal Name: USS Dot Com Solar LLC**  
**Service Address: 25001 County Hwy 2, Morgan, MN 56266**  
**Project Description: 1 MW SRC Project**

Xcel Energy is pleased to deliver the engineering indicative cost estimate for the Solar\*Rewards Community solar garden application(s) for the above-referenced site:

Site	SRC #	Garden Name	Legal Name (if different than the legal name noted above)	Capacity (MW)
1	063637	Dot Com		1

The engineering indicative cost estimate has identified scope and costs to accommodate 1 MW at unity power factor, which is the largest size generation up to the applied for amount allowed at this location.

Our indicative estimated cost for proceeding with maximum MW allowed for this proposed project at the above site is \$401,723. This estimate is based on the content of the application as of the date it became Expedited Ready and we began our review for purposes of determining the indicative estimated cost within the 40 day – 50 business day time frame as set forth in our tariff.

There are a total of 5.86 MWs ahead of the above in the applicable Interconnection Substation Queue and 5.86 MW of that on the same Feeder. The indicative estimated cost is contingent upon all projects ahead in the Interconnection Queue moving forward as proposed. Projects may include other Solar Rewards Community projects as well as all other types of generation interconnection projects such as wind, hydro, or non-program PV. Any changes, cancellations, or modifications to the previous projects in the Interconnection Queue may require significant changes in scope and cost of your projects. Xcel Energy shall communicate any changes to those affected projects as they are identified.

You have the option of further proceeding with this project at the capacity allowed based on the indicative estimate if you pay to us either the full amount or one-third of this amount within 30 days along with a Letter of Credit. You agree to pay the actual costs consistent with the Section 10 Interconnection Agreement and comply with all provisions of the Section 10 Tariff. Pursuant to Minn. R. 7835.4750, please note that the Commission’s interconnection standards are set forth in our Section 10 Tariff which as of the date of this letter is available at this link: [http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me\\_Section\\_10.pdf](http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_10.pdf)

Please note that you need to provide certain contact information or signatures on the following:

- 1.) Provide contact information on Sheet 124 of the Interconnection Agreement,
- 2.) Sign the Interconnection Agreement on Sheet 127,
- 3.) Sign the attached Statement of Work associated with Exhibit B to the Interconnection Agreement,
- 4.) Provide the 24/7 contact information on Exhibit D, par. 9.3 to the Interconnection Agreement,
- 5.) Sign Exhibits D and E to the Interconnection Agreement.

Exhibit B contains cost allocation for the individual gardens. Interconnection Agreements, with required Exhibits, are also being provided for each individual garden. Where work is for one or more Co-Located

Community Solar Gardens, the Co-Located Community Solar Gardens are jointly and severally liable for all due amounts. A separate Statement of Work (SOW) will be issued for each Co-Located Community Solar Garden, each needs to be signed and returned, but the amount reflected in this SOW is the total among all of the Co-Located Community Solar Gardens. If customer chooses to go forward with some, but not all, of the Community Solar Gardens, it must go forward in the sequence of the garden site numbers as set forth in Exhibit B. In such a situation the total estimated cost is the sum of the applicable amounts for these chosen garden sites, and the required payment at this time is one-third of this estimated amount plus the appropriate Letter of Credit to cover the remaining estimated payment for the garden sites selected. If customer chooses to go forward with less than all of the sites set forth in Exhibit B, indicate on the front side of this SOW the total number of sites you choose to go forward with.

In addition to the information in the Interconnection Agreement, we want to alert you that for us to execute your Interconnection Agreement, if the name of the corporation or LLC on the Interconnection Agreement is not registered with the Minnesota Secretary of State (either as a Minnesota corporation, Minnesota LLC, or as an out of state corporation or LLC transacting business in Minnesota) you will need to provide documentation showing that this is a legal entity.

1. We only want to enter into contracts with legal entities (such as corporations, LLCs or persons). We intend to verify that each garden entity claiming to be a corporation or LLC is a legal entity through the Minnesota Secretary of State website. If the legal entity has been formed in another state, you must provide us documentation showing this.
2. If this is not a legal entity, you must immediately provide us with the name(s) of actual legal entities to put on the applicable Interconnection Agreements. Any adjustments to your Interconnection Agreement documents to accommodate a request for changing names will not extend your 30-day timeline to execute the Interconnection Agreement and all associated payments and other requirements. Please plan accordingly.
3. If the legal entity on the Interconnection Agreement is formed in another state and is not registered with the Minnesota Secretary of State to transact business in Minnesota, it will need to be so registered in order for us to sign the Standard Contract for Solar\*Rewards Community prior to the garden going into commercial operation.

#### **Study Results and Construction Estimates:**

This letter is to provide system requirements and cost estimates of system modifications necessary for interconnection of the project identified above. The requirements for this project have been broken into two sections: operational requirements and system modifications. Operational requirements include generator facility size, settings, or procedures necessary to interconnect the proposed system. System modifications are physical equipment modifications that Xcel Energy will need to make to distribution and substation facilities for the interconnection to be feasible.

A model of the feeder, MGN211, on which the solar garden would interconnect, was created for the purpose of studying the feasibility of the proposed interconnection. A study analyzed rapid voltage change, grounding issues, metering/monitoring, and short circuit protection to determine impacts on the Xcel Energy distribution system.

In addition, an engineering indicative cost estimate has been prepared for the Distribution and Substation costs required to accommodate this project. It is produced before any detailed engineering design has begun to provide an indicative estimate that incorporates as many project-specific factors as possible. However, the engineering indicative cost estimate is generally based on typical conditions encountered on past construction projects, which may or may not be directly comparable. The

engineering indicative cost estimate will only give a broad-based estimate of the possible costs that may be incurred during a potential construction project.  
A transmission study was not required.

Below is a list of operational requirements uncovered during the study that will need to be addressed as well as a list of system modifications that will be necessary for the interconnection to take place. The system modifications and associated costs are as follows:

▪ **Operational**

- Limitations and options identified at the time of this study.
  - In order to keep the rapid voltage change and steady state voltages within acceptable limits with the existing feeder configuration, the maximum allowable PV is 1 MW at unity power factor with no conductor upgrades.
  - There is 5.86 MW of proposed generation ahead of this project in the Substation queue. It was assumed they will be energized for the purposes of this study. Additional studies may be required if the projects do not proceed as there may be cost and system impacts.
  - Power factor setting may be subject to change based upon other DG projects.
- Substation Outages to perform the identified work can be accommodated. Switching above the A Disconnect constitutes a Sub Outage.
- The Substation Transformer is rated 14 MVA and the Substation minimum load is 1.518 MVA. The feeder minimum load is 1.518 MVA.
- The existing feeder regulator or transformer LTC are capable of operating under reverse power conditions.
- Transformer capacity ratings limit the amount of generation to 16.969 MVA. Therefore maximum amount of generation allowed for this interconnection is limited to 16.969 MVA.
- Short Circuit Analysis
  - The available fault current at the Point of Interconnection is calculated to be:
    - Single Line to Ground: 2012.4
    - 3-Phase: 2202.24 Amps
    - X/R + Seq: 3.24
    - X/R 0 Seq: 3.18
  - These values can and will change due to various circumstances. Xcel Energy personnel shall not be held responsible for any damage to property or person resulting from the use of this data.
  - These values do not include the applied-for generator contribution.

▪ **Ground Referencing:**

- The study found that the entirety of the range of impedance values for the grounding transformer provided in the submitted design does meet Xcel Energy's effective grounding requirement.
  - If the requirements are not met updated calculations are required for review and approval.
  - If the total co-located amount of PV that moves forward differs from that studied or requested then the calculations need to be updated and submitted to Xcel Energy for review.
  - Please refer to the "PV and Inverter-based DER Ground Referencing Requirements and Sample Calculations" document for additional information. Please provide detailed calculations and any other information demonstrating compliance for review and approval by Xcel Energy.
  - If R0 was specified with a tolerance of +/- 10%, the actual R0 value must still maintain  $X0/R0 \geq 4$ .

- Please include details within the protection coordination study and updated one-lines to demonstrate the PV system will cease operations for loss of ground reference. These documents will be reviewed and approved by Xcel Energy prior to system energization.

**System Modifications**

Outlined below are the indicative cost estimates for system modifications required to accommodate the largest size installation allowed, as determined by the study results. Below each indicative cost estimate is an explanation for the requirements of the materials included.

**Substation:**

- There are no substation upgrades required for this project. This is contingent upon all projects ahead in the Interconnection Queue moving forward as proposed. Projects may include other Solar Rewards Community projects as well as all other types of generation interconnection projects such as wind, hydro, or non-program PV. Any changes, cancellations, or modifications to the previous projects in the Interconnection Queue may require significant changes in scope and cost of your projects. Xcel Energy shall communicate any changes to those affected projects as they are identified.

**Distribution:**

Xcel Infrastructure	Materials	Construction Labor	Construction Equipment	Total
<b>Distribution</b>				
Forecast	\$319,653	\$29,339	\$15,336	\$364,328

- Conductor and Pole Modifications:
  - Install 1 primary meter pole for billing meter
  - Rebuild 4,224' of 2/0 conductor to 3-phase 336 AL
  - Extend primary distribution facilities approximately 702' from the Point of Common Coupling to the first Point of Interconnection.
- Switches and Fuses
  - Additional fusing or fusing upgrades are required to maintain protection coordination and system reliability.
  - A protective device on the Xcel Energy side of POI is required.
  - An additional gang-operated switch is required to maintain operability of the system.
- All new services shall be approved by local inspector prior to Xcel Energy scheduling energization.
  - Refer to the Xcel Energy Standard for Electric Installation and Use.
- Easements are required by Xcel Energy to install any facilities on private property. The Customer/Developer is responsible to provide the easement descriptions as well as any costs to obtain the easements. All easements shall utilize Xcel Energy documents and be drafted and recorded by Xcel Energy. Provide 30' private easements for facilities not located along roadways, and 15' if adjacent to road right of way.
- Xcel Energy requires provisions for 24/7, unescorted, keyless access to all metering locations.

**Metering**

Xcel Infrastructure	Materials	Construction Labor	Construction Equipment	Total
<b>Metering</b>				

Forecast	\$27,125	\$6,873	\$3,397	\$37,395
----------	----------	---------	---------	----------

- Billing Meter
  - For installation of Main Service Metering equipment for 1 site.
  - Main service metering is 15 kV Primary pole mounted.
- Production Meter
  - Production metering is 480 V, 3-phase, 4-wire mounted in an Xcel Energy approved metering cabinet.
  - An ION meter and associated CT's and PT's (PT's provided for primary services only) are proposed for the Production Meter and has Ethernet capability that can be utilized for Telemetry.
  - A standard A3 meter and associated CT's and PT's (PT's for primary services only) are proposed for the main service meter.
  - Communication provisions for meter billing data:
    - The preferred method of gathering billing data from both Main Service and Production meters would be to utilize the cellular communication system required for telemetry.
    - For systems that do not require telemetry or utilize another communication method, the alternate method would require a customer supplied internet connection.
      - Each meter has a single Ethernet port and a local IP address that once connected to the network can be contacted externally by Xcel Energy's billing system. It is the customer's responsibility to provide the Conduit, associated cabling/Ethernet switches, aux power requirements, and to maintain an active internet connection to enable remote meter reading. Customer would be responsible to provide fiber conversion as required for communications between devices.
      - The routing rules would involve IP forwarding from a range of IP addresses and ports which would then be forwarded from the on-site routing device to each meter. Routing rules would need to be setup on the customer owned device to allow for the meters to be accessed from an external network.
- Telemetry:
  - Installation of remote monitoring (telemetry) and cellular communication system.
    - This solution also requires an ongoing charge of approximately \$40/month for operation and maintenance for up to 5 co-located sites. \$65/month for more than 5 sites.
    - Refer to the "*Xcel Energy Telemetry Requirements for Distributed Energy Resource Interconnections*" document for details.
- MISO/Transmission Assessment
  - A transmission system assessment is not required.
- **Preliminary schedule:** Design, Engineering, and Construction resources, material, and outage availabilities may impact project lead times.
  - Xcel Energy Substation Project Lead Time: 6-9 Months
  - Xcel Energy Distribution and Metering Project Lead Time: 6-9 Months
  - Customer's proposed completion date earlier than these may not be feasible. Additional schedule details can be developed during detailed Engineering and Design. For example, testing may be accommodated prior to allowing the system to operate at full output.

The total cost for this interconnection is estimated to be **\$401,723**. Labor costs associated with the final review, meeting attendance, and the final acceptance testing is integrated into the total project costs.

Please keep in mind that the figures above are based on historical costs from similar Xcel Energy projects. The above figures can vary significantly and the customer will be responsible for the actual costs of the project.

Insurance requirements can be found in Section XI, Sheet 122 of the Interconnection Agreement. Please submit this information to the Solar Rewards Community project office, if not already provided and approved.

Each Interconnection Agreement packet is comprised of the following for the individual garden project(s). If there are Co-Located projects it is assumed that all such projects are constructed, tested, and energized simultaneously and in such order to realize the economics of Co-Location for the Distribution System extension and service to each individual Community Solar Garden project. Additional costs may result if this is not coordinated sufficiently.

- Appendix E, Interconnection Agreement
- Exhibit A: Description (Appendix B Application Form) and Single Line Diagram
- Exhibit B: Estimated costs payable by customer and associated Statement of Work (SOW)
- Exhibit C: Engineering Data Submittal Form (Appendix C)
- Exhibit D: Operating Agreement
- Exhibit E: Maintenance Agreement
- Form of Letter of Credit

The detailed design and material procurement will begin once the signed documents described above are returned with the requested information and the payment. You have the option of paying now the total estimated costs, or paying 1/3 of this amount now and providing a Letter of Credit in an approved form for the remainder of the estimated costs. An acceptable form of Letter of Credit is attached.

This cost is valid for **30 days** from the date of this letter.

Return all completed and signed agreements, exhibits, supporting documentation, etc. referenced to:

Xcel Energy  
Solar\*Rewards Community  
8701 Monticello Lane N  
Maple Grove, MN 55369

Please contact me at [michael.j.miller@xcelenergy.com](mailto:michael.j.miller@xcelenergy.com) if you have any questions regarding this information.

We look forward to working with you to bring more solar choices to our customers.

Thank you,

**Michael Miller**  
**Xcel Energy | Responsible By Nature**  
**Sr. Engineer**  
3515 3<sup>rd</sup> St N  
St. Cloud, MN 56303

## **APPENDIX III- MEMORANDUM OF LEASE AGREEMENT**

Lessor: Wayne Weber

Lessee: US Solar Development LLC

Note: US Solar Development LLC is a wholly owned subsidiary of United States Solar Corporation. Prior to construction, US Solar Development LLC will assign the lease to USS Dot Com Solar LLC, the CUP applicant and project company.

DOC# A 359206

Certified, Filed, &/or Recorded on:

March 05, 2018 8:35 AM

JOYCE ANDERSON COUNTY RECORDER

REDWOOD FALLS MN 56283

Fee Amount: \$46.00

Total Pages 11

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USS MN #1336

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this "Memorandum"), dated as of November 6, 2017 (the "Effective Date"), is made by and between, Wayne Weber Revocable Trust, under agreement dated September 18, 2017, whose address is 25901 County Highway 2, Morgan, MN 56266 ("Lessor") and US SOLAR DEVELOPMENT LLC, a Delaware limited liability company, whose address is 100 N 6<sup>th</sup> St., Suite 218C, Minneapolis, MN 55403 ("Lessee")

A. Lessor is the owner of real property located in Redwood County, Minnesota, that is legally described in Exhibit A (the "Lessor Property").

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the "Lease"), having an effective date of November 6, 2017, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the "Premises") for the purposes of the Facility (as defined below).

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PURPOSE OF LEASE. THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR PROPERTY FOR SUCH PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY

GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

COMMERCIAL OPERATION DATE; TERM; RENEWAL TERMS. THE TERM OF THE LEASE ("TERM") SHALL COMMENCE UPON THE EFFECTIVE DATE AND CONTINUE UNTIL 11:59 PM ON THE TWENTY-FIFTH (25TH) ANNIVERSARY OF THE COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION DATE" SHALL BE THE FIRST DAY OF THE FIRST FULL MONTH AFTER THE FACILITY COMMENCES COMMERCIAL PRODUCTION AND SALE OF ELECTRICITY ON THE LESSOR PROPERTY UNDER ANY CONTRACT OR AGREEMENT OR OTHER ARRANGEMENT PURSUANT TO WHICH LESSEE SELLS THE ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES (AS DEFINED IN THE LEASE) TO ANY PURCHASER THEREOF. THE PERIOD OF TIME BETWEEN THE EFFECTIVE DATE AND THE COMMERCIAL OPERATION DATE IS NOT EXPECTED TO EXCEED THREE (3) YEARS. IF THE COMMERCIAL OPERATION DATE DOES NOT OCCUR WITHIN THREE YEARS OF THE EFFECTIVE DATE OF THE LEASE, EXCEPT AS SUCH PERIOD MAY BE EXTENDED DUE TO FORCE MAJEURE OR BY AGREEMENT OF THE PARTIES, THEN, LESSEE MAY ELECT TO PAY THE RENT AMOUNT THAT WOULD OTHERWISE BE DUE FOLLOWING THE COMMERCIAL OPERATION DATE (IN WHICH CASE THE DATE OF SUCH PAYMENT SHALL BE DEEMED TO BE THE COMMERCIAL OPERATION DATE), AND IF LESSEE DOES NOT ELECT TO DO SO (OR IF THE COMMERCIAL OPERATION DATE DOES NOT OTHERWISE OCCUR) WITHIN NINETY (90) DAYS FOLLOWING THE EXPIRATION OF SUCH THREE-YEAR PERIOD (AS MAY BE EXTENDED AS PROVIDED IN THE LEASE), THEN EITHER LESSEE OR LESSOR MAY ELECT TO TERMINATE THE LEASE BY DELIVERING WRITTEN NOTICE TO THE OTHER TO SUCH EFFECT, IN WHICH CASE NEITHER LESSEE NOR LESSOR SHALL HAVE ANY FURTHER OBLIGATIONS UNDER THIS LEASE AND LESSEE SHALL HAVE NO FURTHER OBLIGATION TO PAY RENT TO LESSOR. LESSEE SHALL USE COMMERCIALY REASONABLE EFFORTS TO HAVE THE COMMERCIAL OPERATION DATE OCCUR ON OR BEFORE DECEMBER 31, 2018; PROVIDED, HOWEVER, THAT IF LESSEE IN ITS SOLE DISCRETION DETERMINES AT ANY TIME PRIOR TO THE CONSTRUCTION DATE (AS DEFINED IN THE LEASE) THAT THE LESSOR PROPERTY IS UNSUITABLE FOR THE FACILITY OR THAT A REQUIRED APPROVAL HAS NOT BEEN RECEIVED OR IS NOT LIKELY TO BE RECEIVED IN A TIMELY FASHION, LESSEE MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR THREE ADDITIONAL FIVE (5) YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

SOLAR EASEMENT. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, AN EXCLUSIVE SOLAR EASEMENT TO USE ALL SUNLIGHT WHICH NATURALLY ARRIVES AT THE PREMISES, INCLUDING AN EXCLUSIVE EASEMENT PROHIBITING ANY OBSTRUCTION TO THE FREE FLOW OF SUNLIGHT TO THE PREMISES THROUGHOUT THE ENTIRE AREA OF THE LESSOR PROPERTY DESCRIBED ON EXHIBIT B OF THE LEASE (THE "EASEMENT PREMISES"), WHICH SHALL CONSIST HORIZONTALLY THREE HUNDRED AND SIXTY DEGREES (360°) FROM ANY POINT WHERE ANY PHOTOVOLTAIC GENERATING FACILITY IS OR MAY BE LOCATED AT ANY TIME FROM TIME TO TIME (EACH SUCH LOCATION REFERRED TO AS A "SOLAR SITE") AND FOR A DISTANCE FROM EACH

SOLAR SITE TO THE BOUNDARIES OF THE EASEMENT PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE EASEMENT PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES.

OTHER EASEMENTS. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE ACCESS EASEMENT ("ACCESS EASEMENT") THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES ("ACCESS PREMISES"), PURSUANT TO WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD WITHIN THE ACCESS PREMISES AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION PREMISES (AS DEFINED IN THE LEASE) FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING AN ELECTRIC DISTRIBUTION LINE AND RELATED COMMUNICATION LINES BETWEEN THE FACILITY AND ELECTRICAL FACILITIES OWNED BY CERTAIN PURCHASERS OF ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES; AND (C) AN EASEMENT AND LICENSE FOR THE FACILITY TO CREATE, CAUSE, INCREASE, ACCENTUATE, OR OTHERWISE CONTRIBUTE TO THE OCCURRENCE OF LIGHT, SHADOWS, SHADOW AND LIGHT FLICKERING, GLARE AND REFLECTION, ON AND ACROSS THE LESSOR PROPERTY. UNDER THE TERMS OF THE LEASE, LESSEE SHALL ALSO BE ENTITLED TO INGRESS AND EGRESS TO AND FROM ITS FACILITY AND APPURTENANT EQUIPMENT AND ELECTRICAL POWER LINES OVER THE PREMISES AND SUCH ADDITIONAL AREAS OF THE LESSOR PROPERTY AS SHALL BE REASONABLY NECESSARY TO ACCESS A PUBLIC ROADWAY OR ALLEY.

OWNERSHIP OF LESSEE'S IMPROVEMENTS; DISCLAIMER OF TITLE TO ENVIRONMENTAL ATTRIBUTES. THE FACILITY AND RELATED EQUIPMENT CONSTRUCTED, INSTALLED OR PLACED ON THE PREMISES AND WITHIN THE DISTRIBUTION PREMISES BY LESSEE PURSUANT TO THE LEASE SHALL BE THE SOLE PROPERTY OF LESSEE, AND LESSOR AGREES THAT IT SHALL HAVE NO OWNERSHIP OR OTHER INTEREST IN THE FACILITY AND RELATED EQUIPMENT OWNED BY LESSEE ON THE PREMISES OR WITHIN THE DISTRIBUTION PREMISES. THE FACILITY IS AND SHALL REMAIN PERSONALTY OF THE LESSEE, NOTWITHSTANDING ANY PRESENT OR FUTURE COMMON OWNERSHIP OF THE FACILITY AND THE PREMISES, AND IRRESPECTIVE OF WHETHER ANY OF THE FACILITY IS DEEMED TO BE A FIXTURE OR OTHERWISE PART OF THE LESSOR PROPERTY OR ANY IMPROVEMENTS ON THE LESSOR PROPERTY, AND LESSOR ACKNOWLEDGES THAT THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF LESSEE IRRESPECTIVE OF THE MANNER OF ITS ATTACHMENT OR CONNECTION TO THE LESSOR PROPERTY. LESSOR ACKNOWLEDGES THAT LESSEE'S LENDERS MAY REQUEST A FIRST PRIORITY SECURITY INTEREST IN THE FACILITY AS COLLATERAL FOR FINANCING OF THE FACILITY, AND LESSOR CONSENTS TO THE GRANT BY LESSEE OF SUCH A SECURITY INTEREST, AND THE FILING OF INSTRUMENTS NECESSARY TO PERFECT SUCH A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE IN THE FACILITY AS PERSONAL PROPERTY OF THE LESSEE. LESSOR AGREES THAT ALL ENVIRONMENTAL ATTRIBUTES REMAIN THE PROPERTY OF LESSEE IRRESPECTIVE OF WHETHER LESSOR CONSUMES OR USES ANY OF THE ELECTRICITY GENERATED BY THE FACILITY, AND LESSOR HAS NO TITLE OR RIGHT TO ANY SUCH ENVIRONMENTAL ATTRIBUTES RELATED TO, ARISING FROM OR ASSOCIATED WITH THE FACILITY

OR ANY ELECTRICAL CAPACITY OR ENERGY CREATED BY THE FACILITY. ANY GRANT, REBATE, INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT TO 26 U.S.C. SECTIONS 45 AND 48 OR SIMILAR STATE TAX LAW PROVISIONS; THE MADE-IN-MINNESOTA REBATES PURSUANT TO MINN. STAT. SECTION 116C.7791 (2013); AND THE REBATES AVAILABLE THROUGH NSP'S "SOLAR REWARDS" PROGRAM SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

RIGHT TO ENCUMBER; ASSIGNMENT. LESSEE MAY AT ANY TIME MORTGAGE, PLEDGE OR ENCUMBER ALL OR ANY PART OF ITS INTEREST IN THE LEASE AND RIGHTS UNDER THE LEASE AND/OR ENTER INTO A COLLATERAL ASSIGNMENT OF ALL OR ANY PART OF ITS INTEREST IN THE LEASE OR RIGHTS UNDER THE LEASE TO ANY ENTITY WITHOUT THE CONSENT OF LESSOR. LESSEE MAY ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO AN AFFILIATE OR SUBSIDIARY OF LESSEE WHICH WILL OWN, LEASE OR OTHERWISE CONTROL THE FACILITY, OR AN ENTITY THROUGH WHICH SUCCEEDS TO ALL OR SUBSTANTIALLY ALL LESSEE'S ASSETS, WITHOUT LESSOR'S CONSENT. LESSEE MAY ALSO ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO A THIRD PARTY WITHOUT LESSOR'S CONSENT, SUBJECT TO THE CONDITIONS SET FORTH IN THE LEASE. LESSOR ACKNOWLEDGES THAT IT MAY NOT SELL, TRANSFER, LEASE, ASSIGN, MORTGAGE, OR OTHERWISE ENCUMBER THE FACILITY OR LESSEE'S INTEREST IN THE LEASE AND RELATED EASEMENTS, AND ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS SHALL BE SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

CONTINUING NATURE OF OBLIGATIONS. THE SOLAR EASEMENT AND RELATED RIGHTS AND EASEMENTS GRANTED BY LESSOR IN THE LEASE TO LESSEE ARE EASEMENTS IN GROSS, REPRESENTING INTERESTS PERSONAL TO AND FOR THE BENEFIT OF LESSEE, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF THE RIGHTS CREATED BY THE EASEMENT. THE EASEMENT AND OTHER RIGHTS GRANTED BY LESSOR IN THE LEASE ARE INDEPENDENT OF ANY LANDS OR ESTATES OR INTEREST IN LANDS, THERE IS NO OTHER REAL PROPERTY BENEFITING FROM THE SOLAR EASEMENT AND RELATED RIGHTS GRANTED IN THE LEASE AND, AS BETWEEN THE PREMISES AND OTHER TRACTS OF PROPERTY, NO TRACT IS CONSIDERED DOMINANT OR SERVIENT AS TO THE OTHER. THE BURDENS OF THE SOLAR EASEMENT AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE SHALL RUN WITH AND AGAINST THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE A CHARGE AND BURDEN ON THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE, INCLUDING THE SOLAR EASEMENT, SHALL INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES AND LESSEES.

SURVIVAL OF COVENANTS. THE PARTIES ACKNOWLEDGE THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE EASEMENT DESCRIBED IN SECTION 3 AND 4 HEREOF, AND LESSEE'S USE OF AND BENEFIT FROM THOSE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS, MAY CONSTITUTE A PORTION OF A LARGER SET OF FACILITIES SERVING SEVERAL SOLAR ENERGY FACILITIES WITH WHICH THE

FACILITY WILL SHARE STRUCTURAL AND TRANSMISSION COMPONENTS, INGRESS AND EGRESS, UTILITY ACCESS, AND OTHER SUPPORT, ALL OF WHICH ARE SPECIFICALLY DESIGNED TO BE INTERRELATED AND INTEGRATED IN OPERATION AND USE FOR THE FULL LIFE OF THE FACILITY, AND THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE PURSUANT TO THE LEASE SHALL NOT BE DEEMED NOMINAL, INVALID, INOPERATIVE OR OTHERWISE BE DISREGARDED WHILE ANY PORTION OF THE FACILITY OR RELATED SOLAR PROJECTS OR FACILITIES REMAIN OPERATIONAL.

LANDOWNER ACTIVITIES. LESSOR USES THE LESSOR PROPERTY FOR AGRICULTURAL PURPOSES. LESSEE RESERVES THE RIGHT TO RELOCATE OR RECONFIGURE THE FACILITY UPON THE PREMISES DURING THE TERM OF THIS LEASE. LESSEE AGREES TO COOPERATE WITH LESSOR TO LOCATE THE FACILITY ON THE PREMISES IN A MANNER THAT MINIMIZES INTERFERENCE WITH AGRICULTURAL OR BUSINESS OPERATIONS OF LESSOR OR LESSOR'S TENANTS, TO THE EXTENT CONSISTENT WITH LESSEE'S PLANNED USE OF THE PREMISES.

PURPOSE OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN EXECUTED, DELIVERED AND RECORDED FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE, EASEMENTS, AND OTHER RIGHTS IN ACCORDANCE WITH THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE. THE TERMS AND CONDITIONS OF THE LEASE ARE INCORPORATED BY REFERENCE INTO THIS MEMORANDUM AS IF SET FORTH FULLY HEREIN AT LENGTH. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE LEASE AND THIS MEMORANDUM, THE LEASE SHALL CONTROL.

[Signature pages follow]



**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

**LESSEE: US SOLAR DEVELOPMENT LLC,**  
a Delaware limited liability company

By:   
Name: Reed Richerson  
Title: COO

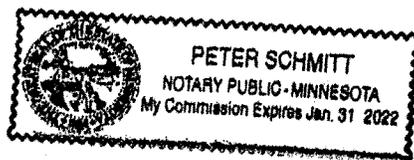
STATE OF MINNESOTA

COUNTY OF Hennepin

This instrument was acknowledged before me on 6 November 2017 by Reed Richerson, the COO of US Solar Development LLC, a Delaware limited liability company, on behalf of the company

  
Name Printed: Peter Schmitt

(SEAL)



LANDOWNER: Wayne Weber Revocable Trust, under agreement dated September 18, 2017

By:  
Name:

Wayne W. Weber  
Wayne W Weber, as Trustee

STATE OF MINNESOTA

COUNTY OF REDWOOD

This instrument was acknowledged before me on Oct 27, 2017 by Wayne W Weber, as Trustee of the Wayne Weber Revocable Trust, under agreement dated September 18, 2017.

Rita M Hillesheim  
Name Printed: Rita M Hillesheim

(SEAL)

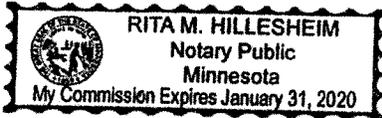


EXHIBIT A TO  
MEMORANDUM OF LEASE AND SOLAR EASEMENT

One tract(s) in Redwood County, Minnesota described as follows:

Property ID: 59-015-2040

Deeded Acreage: 51.19

Legal Description:

The West Half of the Northwest Quarter (W1/2 of NW1/4) of Section Fifteen (15), Township One Hundred Eleven (111) North, Range Thirty-four (34), Redwood County, Minnesota, EXCEPTING THEREFROM:

Commencing at the Southeast corner of the West Half of the Northwest Quarter (W1/2 of NW1/4) of said Section 15, thence Northerly along the East line of said West Half of the Northwest Quarter (W1/2 of NW1/4) of Section 15, a distance of 651.76 feet, thence at right angles West a distance of 693.3 feet, thence at right angles South a distance of 231.76 feet, thence at right angles West to the West line of said West Half of the Northwest Quarter (W1/2 of NW1/4), Section 15, thence South along said West line to the Southwest corner of said West Half of the Northwest Quarter (W1/2 of NW1/4), Section 15, thence East along the South line of the West Half of the Northwest Quarter (W1/2 of NW1/4) to the place of beginning; ALSO

All that part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4), Section 15, Township 111, Range 34, described as follows: Beginning at a point 581.2 feet South of the Northwest corner of said Section 15, thence in a Southerly direction along the West line of said Section 15 a distance of 512.0 feet; thence at right angles in an Easterly direction a distance of 435.0 feet; thence in a Northerly direction parallel to the said West Section line a distance of 512.0 feet; thence in a Westerly direction parallel to the South line a distance of 435.0 feet to the place of beginning;

FURTHER EXCEPTING THEREFROM:

Part of the West Half of the Northwest Quarter of Section 15, Township 111 North, Range 34 West, Redwood County, Minnesota, described as: Commencing at the Southeast corner of the West Half of the Northwest Quarter of said Section 15; thence North 00 degrees 13 minutes 25 seconds West (assumed bearing), on the East line of said West Half, 651.76 feet; thence South 89 degrees 46 minutes 35 seconds West 693.30 feet to the point of beginning; thence South 00 degrees 13

minutes 25 seconds East, 229.72 feet to the North right of way line of Sherman Street, as dedicated in KAMHOLZ FIRST ADDITION VILLAGE OF MORGAN; thence North 89 degrees 34 minutes 25 seconds West, along said North right of way line, 627.02 feet to the West line of said Northwest Quarter; thence North 00 degrees 14 minutes 11 seconds West on said West line, 549.62 feet; thence North 89 degrees 45 minutes 49 seconds East 533.00 feet to a set iron pipe monument; thence South 00 degrees 56 minutes 34 seconds East, 327.16 feet to a set iron pipe monument; thence North 89 degrees 46 minutes 35 seconds East, 90.00 feet to the beginning.

Abstract Property.

DRAFTED BY AND AFTER RECORDING RETURN DOCUMENTS TO:

US SOLAR CORPORATION  
Real Estate Dept.  
100 N. 6<sup>th</sup> St. Suite 218C  
Minneapolis, MN 55403  
612-299-1920

**Conditions for Permit No. 2-20 (United States Solar Corporation/USS Dot Com Solar LLC – Ground mounted photovoltaic system – Wayne Weber Revocable Trust site)**

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Ordinance, as hereafter amended from time to time.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site(s) of the project for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The construction, maintenance, operation, and decommissioning of the project will conform to the Application for a Conditional Use Permit submitted by United States Solar Corporation as attached to the Conditional Use Permit.
4. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
5. The permit holder shall take appropriate and reasonable measures to assure that all surface water runoff satisfies all applicable local, state, and federal discharge standards. Any drainage tile damaged during construction shall be repaired and/or replaced by the permit holder.
6. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The permit holder shall not allow the conditional use to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area.
7. The permit holder is responsible for the control of all noxious weeds on the permitted site.
8. Adequate utilities, access roads, drainage, and other necessary facilities will be provided and continue to be provided by the permit holder now and in the future.
9. Applicant, or permit holder, as used in this Conditional Use Permit to refer to United States Solar Corporation, shall also include its successors and assignees.
10. In the event that the permit holder and landowner fail to complete the decommissioning of the site, within twelve months of the Zoning Administrator determining that said decommissioning should have commenced, pursuant to the decommissioning plan included in the permit application and required in the lease between United States Solar Corporation, or its subsidiaries, and Wayne Weber Revocable Trust and/or Trustee thereof, Redwood County, or its agents, may enter the property and complete the required decommissioning of the site. The cost of decommissioning undertaken by Redwood County will be assessed to the property owner.
11. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit, if: 1) The Redwood County Environmental Office acquires information previously

unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) The Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or (4) The permit holder violates any of the herein described conditions.



**REDWOOD COUNTY ENVIRONMENTAL OFFICE**

PO BOX 130  
REDWOOD FALLS  
MINNESOTA 56283  
PH: 507-637-4023

*Planning & Zoning • Parks & Trails • GIS  
Aquatic Invasive Species • Septic Inspector  
Drainage Inspector • Agricultural Inspector*

**REDWOOD COUNTY PLANNING COMMISSION  
US Solar – Dot Com (Weber) solar garden  
Conditional Use Permit Application #2-20  
February 24, 2020**

**FINDINGS OF FACT**

***ORDINANCE CRITERIA – The Planning Commission may recommend the granting of a Conditional Use Permit in any district provided the proposed use is listed as a conditional use for the district and upon a showing that the standards and criteria stated in this Ordinance will be satisfied and that the use is in harmony with the general purposes and intent of this Ordinance and the Comprehensive Plan.***

**In determining whether the proposed use is in harmony with the general purposes and intent of the Ordinance and the Comprehensive Plan, the Planning Commission shall consider and make findings on the following questions:**

- 1) What potential health safety and welfare impacts were raised at the hearing and why will they, or why won't they, impact the neighboring residents??

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- 2) What potential impacts on area property uses were raised at the hearing and why will they, or why won't they, impact the property uses in the area?

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3) What potential impacts on property values or future development were raised at the hearing, and why will they, or why won't they, impact the neighboring properties?

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4) What infrastructure is needed to support the proposed use and how will it be provided?

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5) How do the goals, purpose and policies of the Zoning Ordinance and Comprehensive Plan apply to the proposed project?

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NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**TO:** Whom It May Concern  
**FROM:** Nick Brozek *NB*  
Land Use and Zoning Supervisor  
Redwood County Environmental Office



**DATE:** February 10, 2020

**RE:** Notice of Public Hearing on Application for Conditional Use Permit

Please find enclosed a *Notice of Public Hearing* regarding an *Application for Conditional Use Permit* submitted by Michelle Simms of United States Solar Corporation o/b/o landowner Wayne Weber Revocable Trust, pursuant to Redwood County Code of Ordinances, Title XV, Section 153.336. United States Solar Corporation is proposing to construct a one (1) megawatt solar array facility (community solar garden) on the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

The West Half of the Northwest Quarter (W1/2 NW1/4) except tracts, of Section 15, Township 111 North, Range 34 West, Morgan Township.

A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Monday, the 24<sup>th</sup> day of February, 2020, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

Pursuant to Redwood County Zoning Ordinance, all property owners of record within five hundred (500) feet of the incorporated areas and/or one-quarter (1/4) of a mile of the affected property or the ten (10) properties nearest to the affected property, whichever would provide notice to the greatest number of landowners in the unincorporated areas, the township in which the affected property is located, and all municipalities within two (2) miles of the property are required to be notified in writing of the time and place of the public hearing.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023, via email at [Environmental@co.redwood.mn.us](mailto:Environmental@co.redwood.mn.us), or by mail at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283*, and/or attend the public hearing at the time and date set forth in the *Notice of Public Hearing*.

enclosure

Cc: Michelle Simms  
Wayne Weber

Redwood County Government Center - Environmental Department  
P.O Box 130 Redwood Falls, MN 56283  
(507) 637-4023 redwoodcounty-mn.us Environmental@co.redwood.mn.us



## NOTICE OF PUBLIC HEARING

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DATED: February 10, 2020

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Nicholas W. Brozek  
Land Use and Zoning Supervisor  
Redwood County Environmental Office