

Nicollet County Board of Commissioners Meeting



April 12, 2022

Nicollet County Government Center - 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow

9:00 a.m. Call Board of Commissioners Meeting to Order: Chair Dranttel

1. Flag Pledge
2. Silence Your Cell Phones
3. Approval of Agenda

Consent Agenda

1. [Approval of March 22, 2022 Board Minutes](#)
2. [Day Services Needs Determination](#)
3. [Amendment to the Section Corner Remonumentation Project Contract](#)
4. Approval of Bills

Public Appearances

9:05 a.m. Property Services

1. [March 21, 2022 Planning & Zoning Advisory Commission Meeting](#)
2. [Resolution to Adopt and Implement the Hawk Creek- Middle Minnesota Watershed Management Plan](#)

9:15 a.m. Human Resources

3. [2021 Continuous Improvement Award for Most Impactful Improvement](#)

9:30 a.m. Administration

1. [City of Lafayette Congressionally Directed Spending Letter of Support](#)

9:35 a.m. Attorney

1. [Proclamation for Crime Victims' Rights Week](#)

9:45 a.m. County Attorney Update
Chair's Report
Commissioner Committee Reports
Commissioners Meetings & Conferences
Approve Per Diems and Expenses
Adjourn Board of Commissioners Meeting

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

Nicollet County Board of Commissioners Meeting



April 12, 2022

Nicollet County Government Center - 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow

10:00 a.m. Call Drainage Authority Meeting to Order:

Drainage Authority Agenda Items

1. Consent Agenda
 - a. Approval of March 22, 2022 Drainage Authority Minutes
2. Continued Public Hearing for CD48A Repair Project

Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

April 12 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

April 12 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

April 18 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*

April 19 – Special Board Meeting, 8:45 a.m.; Nicollet County Board Room, St. Peter*

April 19 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter*

April 21 – Nicollet County Personnel Committee Meeting, 3:00 p.m.; Nicollet County Board Room, St. Peter

April 22 – BNCH Executive Committee Meeting, 8:15 a.m.; 1900 Franklin St, New Ulm, MN*

April 26 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

April 26 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

April 26 – Individual Department Head Meeting - Community Corrections, 10:00 a.m.; Nicollet County Board Room, St. Peter *

May 10 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

May 10 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

May 16 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter *

May 17 – Individual Department Head Meeting - Sheriff, 8:15 a.m.; Nicollet County Board Room, St. Peter *

May 17 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter*

May 24 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

May 24 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

May 26 – BNCH Executive Committee Meeting, 8:15 a.m.; 1900 Franklin St, New Ulm, MN*

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MARCH 22, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, March 22, 2022, at 9:00 a.m. Commissioners Marie Dranttel, John Luepke, Jack Kolars, and Terry Morrow were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the agenda, with the addition of the 2022 Election HAVA Grant on the consent agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the consent agenda items as follows:

1. March 8, 2022 Board Meeting Minutes;
2. Out of State Travel Request for Child Maltreatment Conference 2022
3. Out of State Travel Request for Drug Task Force Agent
3. End of Probations for April Skramstad effective March 15, 2022;
4. Approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$306,357.67;
 - b. Road & Bridge Fund - \$131,134.64;
 - c. Human Services Fund \$170,316.94;
5. Acknowledgement of the Auditor's Warrant review.

Motion carried with all voting in favor.

Public Appearances

Jerome George approached the Board to inquire about land he was interested in purchasing in the Swan Lake area. County Attorney Zehnder Fischer responded that the County does not own the land and will follow up with him via a formal letter.

Sheriff

ARMER Radio Upgrades under ARPA Funding

Sheriff Lange came before the Board to discuss the use of American Rescue Plan Act (ARPA) Funds to purchase the ARMER radio upgrades. He provided a high-level review of the order estimate. The upgrade is needed because the current radios are nearing the end of their functional lives and will also be unable to support new encryption technology required by statute. This would be the best opportunity to replace the radios, as costs will continue to rise in the future. Motion by Commissioner Luepke and seconded by Commissioner Kolars to move forward with the ARMER radio purchase. Motion carried with all voting in favor.

Public Works

Annual Agricultural Inspector's Report

Inspector Nate Henry came before the Board and gave an overview of the annual agricultural inspector's report. He also discussed the appearance of the emerald ash borer in Nicollet County this past fall. Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the inspector's report. Motion carried with all voting in favor.

Property and Public Services

Set Date for Public Hearing for Nicollet County Redistricting Plan

Director Kopet approached the Board to recommend April 19 at 9:00 a.m. as the public hearing date to consider the Commissioner redistricting plan and adoption. Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the public hearing date noted above.

Administration

Proclamation Recognizing National County Government Month – April 2022

Administrator Landkamer came before the Board to discuss plans for National County Government Month in April. Activities are being planned for employees, and there will be additional press releases and social media posts throughout the month to highlight County services. Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the proclamation recognizing the 2022 National County Government Month. Motion carried with all voting in favor on a roll call vote.

County Attorney

Proclamation for Women's History Month

County Attorney Zehnder Fischer spoke regarding Women's History Month. She read the proclamation and requested Board approval. Motion by Commissioner Morrow and seconded by Commissioner Dranttel to proclaim March 2022 as Women's History Month. Motion carried with all voting in favor on a roll call vote.

County Attorney Update

County Attorney Zehnder Fischer, along with Sheriff Lange and Bonnie Peterson, Victim Witness Coordinator, recently held community presentations on both fraud and domestic violence. The Attorney's office has also been busy wrapping up the annual food drive and will announce the winners this week. Roxann Klein has also started her new position as an Assistant County Attorney.

Chair's Report

- Region 9 Board
- Connecting Nicollet County
- Department Head
- Board Workshop
- Region 9 Revolving Fund Committee
- Planning & Zoning Meeting

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Jack Kolars

- Transportation Committee
- CHS Personnel Committee
- County Board Workshop
- Traverse de Sioux
- MVAC

Commissioner John Luepke

- Infrastructure Zoom meeting
- Farm Show, including a Legislative Forum
- County Board Workshop
- County Attorney's Fraud Presentation in Courtland

Commissioner Terry Morrow

- Food Access Network
- ACWA
- Employee Evaluation
- County Board Workshop
- MVAC Joint Powers Board

Approve Per Diems and Expenses

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

Adjourn

Motion by Commissioner Kolars and seconded by Commissioner Luepke to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:24 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Day Services Needs Determination	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 04/12/2022
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes	
Presenter: Jennifer Lammert Title: HCBS Supervisor	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: <p>Dignity for Life is requesting to develop a new facility-based, day services program in Nicollet County. This program would seek to offer community integration and employment experiences to meet client needs and preferences. With a need to support clients who wish to access day services, Nicollet County Health and Human Services supports the development requested by this provider. The attached document outlines currently identified needs/gaps and proposed services. County agencies must use the attached form to approve of the need for non-residential day services to be developed. The completion of this form allows for development of the service and does not create a fiscal obligation for Nicollet County.</p>	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED: Electronic signature approving the determination of need application to expand day services.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:

DAY SERVICES

Determination of need application to expand day services

Instructions

Lead agencies must use this form when they want to develop new day services or expand, change or increase existing day services for people with disabilities.

For more information on the request process and DHS' legal authority, see the [Day services need determination page](#) in the [Community-Based Services Manual \(CBSM\)](#).

When completed, submit this form and any additional documentation using the "submit" button on Page 4.

Lead agency information

DATE 3/18/2022	NAME OF LEAD AGENCY Nicollet County	CONTACT PERSON'S NAME Jennifer Lammert	CONTACT PERSON'S TITLE/POSITION HCBS Supervisor	PHONE (507) 934-7222
CONTACT PERSON'S EMAIL Jennifer.Lammert@co.nicollet.mn.us		CITY St Peter	STATE MN	ZIP CODE 56082

Day services provider information

SERVICE PROVIDER NAME Dignity for Life	CONTACT PERSON Kathy Radtke	PHONE (507) 381-3364
CONTACT PERSON'S EMAIL kradtke@dignityforlife.org	CONTACT PERSON'S TITLE/POSITION Co-owner	FAX NUMBER
STREET ADDRESS 360 Pierce Ave. #202	CITY North Mankato	STATE MN
NPI/UMPI NUMBER	DHS LICENSE NUMBER	ZIP CODE 56003
CORPORATE (PARENT) NAME Dignity for Life, LLC		

Request

Based on the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

<input checked="" type="checkbox"/>	Develop a new facility-based, day services program
IF SO:	<ul style="list-style-type: none"> Provide a summary of the need for services and supports as identified within the CSSPs and CSSP Addendums Provide a summary of the proposed services and supports to be provided to people.
<input checked="" type="checkbox"/>	Develop a new congregate, community-based, day services program
IF SO:	<ul style="list-style-type: none"> Provide a summary of the needs for services and supports as identified within the CSSPs and the CSSP Addendums Provide a summary of the proposed services and supports to be provided to people
<input type="checkbox"/>	Develop a new day services program satellite facility
IF SO:	<ul style="list-style-type: none"> Provide a summary of need Provide the number of people that will be served

CONTINUED ON NEXT PAGE

<input type="checkbox"/>	Increase DHS licensed day services program facility capacity (e.g., increase the number of people with disabilities who receive day services within the service provider's facility)
IF SO	• Provide a summary of need, the number of people that will be served
<input type="checkbox"/>	Increase the number of service days providing day services (not to exceed 23 days a month)
<input type="checkbox"/>	Change the location of the day services provider's facility/site
IF SO	• Provide the present and future addresses • Provide the increases in primary, usable square footage within the new facility(s) for the purpose of increasing the number of people with disabilities who receive day services.
<input type="checkbox"/>	Change the fundamental program/services provided to people
IF SO	• Provide a summary of the proposed services and supports to be provided
<input type="checkbox"/>	Change the DHS license to serve a different age group of people

Requirements

The lead agency must base the development of new day services or the expansion and modification of existing day services upon service needs identified in the Coordinated Services and Support Plan and Addendum (CSSP and CSSP Addendum) as required by [Minn. Stat. §256B.092, subd. 1b.](#)

Do all the people who either currently receive or who will receive day services have a current CSSP and CSSP addendum that meets the statutory requirements?	<input checked="" type="radio"/> Yes <input type="radio"/> No
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Changes

In column A, list the current license conditions. In column B, list any proposed changes. If you do not request a change in column B, write N/A.

CHANGES	COLUMN A (CURRENTLY)	COLUMN B (PROPOSED)
No more than this number of persons can be served on site at any one time.		
Age of persons served (as stated on License)		

Lead agency board comments and approval

With a need to support clients who wish to access day services and have options for providers, Nicollet County supports the development by this provider.

The lead agency (county/tribal) board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY/TRIBAL BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE	DATE OF COUNTY/TRIBAL BOARD ACTION
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Additional requirements

Answer the following items (If the items are not relevant to this application, write N/A).

1. Describe how the lead agency's proposed day services determination of need request application is related to the service needs identified in the lead agency's:

- A. Community health and human services plan
- B. Community social services administration (CSSA) plan
- C. Lead agency needs determination/gaps analysis reporting
- D. CSSPs and CSSP addendums for people with developmental disabilities.

A. and B.-N/A; C./D.- In a review of previous formal gaps analysis reports and from informal identification of gaps over the past two years, there remains a need for day services and for options for individuals with disabilities. Some of the clients we serve who previously attended and received services with local providers prior to COVID are not interested in formal competitive employment, request and benefit from socialization/purpose, and have needs identified for ongoing life skill building. Case managers routinely discuss options with their clients and seek out options with local providers of day services. Capacity and waiting lists with current providers have delayed access and for this reason, having another provider in our area is important to and for our clients.

2. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that were considered and ruled out as viable alternative options to day services, and why.

Our lead agency has actively participated in E1MN presentations, regional workgroups, and has invited VRS to team meetings. Case managers who meet with clients/families/guardians offer employment exploration, development, and support services as well as day services to ensure understanding of all alternatives and choice. Clients who do not choose to pursue competitive employment and/or who have needs which align with day service program offerings are currently in need of this resource. Current staffing shortages with many HCBS providers, such as individualized home supports, have impacted client access to community, socialization, and skill development.

3. Describe how your lead agency provided information about informed choice and viable/alternative service and support options to day services.

Our lead agency has engaged the case managers in opportunities for meetings with local employment providers, VRS, and DHS webinars to ensure understanding of current service options. E1MN and Waiver Reimagine are two examples of learning over the past few years. When meeting with the client and their team, it is typical for the case manager to inform, educate, and clarify the changes while offering choice for all service options to meet assessed needs. Using materials from the E1MN website and pulling up and sharing the website are strategies to provide visuals which assist in better understanding of service options including day services.

4. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that could be used as viable alternative options to day services in the future.

Day services, as an option, has a 'niche' for some of the clients we serve now and in the future. Factors include personal choice, aging, and a preference for the service to promote/develop life skills and activities in the community with others. We will continue to offer the menu of options for clients.

5. Describe how the lead agency's proposed request ensures that current and prospective people receiving day services and supports will have all of the following:
- A. Individualized services and supports that meet their needs and preferences
 - B. Individualized opportunities to seek competitive employment and work at competitively paying jobs in the community with people without disabilities and with or without support services
 - C. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities.

All clients who choose day services and supports have a person centered plan developed with their case manager/team with identified services that correspond to an assessed need, informed choice, and preferences. Choice in service and provider is inherent in this discussion.

As the plan is a fluid document, when a change in preference, need, or want is expressed or identified for competitive employment at any point in time, the case manager will present alternatives/options to move through the continuum and assist in making referrals to access the services and provider resources. Following a face to face meeting with Dignity for Life and touring the proposed space, this provider has an established base of knowledge and experience offering community integration experiences to meet client needs/preferences. Recruitment of staff with experience in day services and knowledge/connection with local community resources has reportedly occurred with anticipation of growth with more organizations and activities.

6. The lead agency assures the day services provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	<input checked="" type="radio"/> Yes <input type="radio"/> No
B. Personal autonomy, independence and control of resources?	<input checked="" type="radio"/> Yes <input type="radio"/> No
C. Accessibility and freedom from restraint?	<input checked="" type="radio"/> Yes <input type="radio"/> No
D. Individualized services and supports that meet people's needs and preferences?	<input checked="" type="radio"/> Yes <input type="radio"/> No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	<input checked="" type="radio"/> Yes <input type="radio"/> No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	<input checked="" type="radio"/> Yes <input type="radio"/> No

What if I have questions?

If you have questions, or need help, contact the DSD Response Center via email DSD.ResponseCenter@state.mn.us (preferred) or by phone at 651-431-4300 or 866-267-7655.

To send via U.S. mail, write to:

Minnesota Department of Human Services, Community Supports Administration
Disability Services Division, ATTN: DSD Response Center
PO Box 64967
St. Paul, MN 55164-0967

How do I submit this application?

Use the submit button below to email this complete form to DHS. If applicable, remember to attach your documentation to the email before you send it.

SUBMIT

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Amendment to the Section Corner Remonumentation Project Contract	
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: minutes Presenter: Title:	Meeting Date: 04/12/2022 Item Type: Consent Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: <small>(Select One)</small> Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: As discussed at the March Board Workshop, attached is the amended contract for the Section Corner Remonumentation Project to increase the overhead rate from 160% to 170%. Bolten Menk will begin locating section corners in the townships of Nicollet, Granby, and New Sweden this year and continue into 2023.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known) 2019	
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED: Approve the amended contract to reflect the increased overhead rate.	
FISCAL IMPACT: NOT in current budget <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = \$294,000 (\$580.00) Grant <small>(Select One)</small> Total: \$294,000
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify:	
Related Financial/FTE Comments: Non tax levy funds will be used to complete this project.	



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM-CONTRACT AMENDMENT

Date: 3/29/2022
To: Mandy Landkamer and Nicollet Country Board
From: Janele Fowlds, LS, Bolton & Menk
Subject: Nicollet County Re-monumentation
Project No.: M34.118698

This document is to amend the Nicollet County Remon Township Contract dated 6/21/2019 with Bolton & Menk. The 2019 contract included an overheard rate of 160%.

The overhead rate effective after April 12, 2022 will be 170%.

Marie Dranttel
Nicollet County – County Board Chair

Date

Mandy Landkamer
Nicollet County Administrator

Date

Janele Fowlds
Bolton & Menk, Project Manager

Date

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: March 21st, 2022 Planning & Zoning Advisory Commission Meeting		
Primary Originating Division/Dept.: PPSP - Property Services	Meeting Date: 04/12/2022	
Contact: Spencer Crawford Title: Zoning Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Spencer Crawford Title: Zoning Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the following conditional use permit request and findings of fact document: 1) Novel Anika Solar LLC - Large solar energy system conditional use permit. - The Board approved the staff recommended conditions and added the following condition: The applicant must maintain a bond of no less than their anticipated cost of decommissioning (\$32,617) plus 3.5% of this amount for each year of anticipated service (30 years), for a total of \$66,864.85. Consideration of the following Registered Land Survey: 2) Jeffrey Leonard- Registered Land Survey #78. - No public comments or testimony received. - The Board Chair needs to sign the mylar survey.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the attached conditional use permit and findings of facts. Approval of Registered Land Survey #78.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	<input checked="" type="checkbox"/> FUNDING County Dollars = 0 Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	



Planning & Zoning Advisory Commission

MINUTES

MARCH 21, 2022

7:00 PM

NICOLLET COUNTY
GOVERNMENT CENTER

BOARD MEMBERS	Justin Laven <input checked="" type="checkbox"/> Chair	David Hermanson <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input checked="" type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
ABSENT EXCUSED	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
ABSENT	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
STAFF PRESENT	Property and Public Services Assistant Director, Pete Otterness <input checked="" type="checkbox"/>		
	Deputy Zoning Administrator, Spencer Crawford <input checked="" type="checkbox"/>		
	Assistant County Attorney, Megan E. Gaudette Coryell <input checked="" type="checkbox"/>		
	Other Staff <input checked="" type="checkbox"/> Property and Public Services Director, Jaci Kopet		

ELECTION OF OFFICERS FOR 2022

CHAIR	Laven nominated Hermanson for chair, seconded by Ubel. The Board voted to unanimously to elect Hermanson as Chair for 2022.
VICE CHAIR	Laven nominated Ubel for Vice chair, seconded by Hermanson. The Board voted to unanimously to elect Ubel as Vice Chair for 2022.

REVIEW OF CANCELLATIONS & ADDITIONS		None.	
MOTION TO APPROVE MINUTES OF JANUARY 24, 2022		APPROVE <input checked="" type="checkbox"/>	APPROVE WITH REVISIONS <input type="checkbox"/>
1 ST	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2 ND	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input checked="" type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	

VOTE TO APPROVE MINUTES	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 5-0
PUBLIC APPEARANCES	Annie Hendrick with Cedar Creek Energy spoke to request a text amendment to allow residential roof mounted solar in the Shoreland District. The Board voted 5-0 to direct staff to investigate and return findings for a potential amendment.		

PUBLIC HEARINGS:

NOVEL ANIKA SOLAR LLC PLN22-001 LARGE SOLAR ENERGY SYSTEM

APPLICANT COMMENT	Brittney Krebsbach represented Novel Anika Solar LLC at the hearing.		
PUBLIC COMMENT	None.		
PUBLIC TESTIMONY	None.		
PUBLIC PARTICIPATION	None.		
MOTION	<p>APPROVE WITH CONDITIONS <input checked="" type="checkbox"/></p> <p>APPROVE WITH AMMENDED CONDITIONS. CONDITION 19 WAS ADDED STATING THE APPLICANT MUST MAINTAIN A BOND OF NO LESS THAN THEIR ANTICIPATED COST OF DECOMMISSIONING (\$32,617) PLUS 3.5% OF THIS AMOUNT FOR EACH YEAR OF ANTICIPATED SERVICE (30 YEARS), FOR A TOTAL OF \$66,864.85.</p> <p>DENY <input type="checkbox"/></p>		
1ST	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	Justin Laven <input checked="" type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
COMMISSIONER DISCUSSION	Commissioner Dranttel discussed the density of solar in Nicollet and neighboring counties. PC Ubel asked the applicant representative why some wiring was being abandoned in ground, as this has the potential to be a problem for farming the area in the future. The applicant responded that it is common practice to leave some wiring in the ground. PC Ubel asked the applicant about decommissioning and the feasibility of equipment recycling. PC Ubel then asked staff if a decommissioning bond could be put into place to cover the cost of removal with inflation. Full commission discussed the bond after staff research, and a condition was placed to have a decommissioning bond for this project.		
VOTE TO APPROVE REQUEST	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 5-0
FINDINGS OF FACT			
MOTION TO ADOPT FINDINGS			
1ST	Justin Laven <input checked="" type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input checked="" type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
VOTE TO ADOPT FINDINGS	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 5-0

JEFFERY LEONARD PLN22-003 REGISTERED LAND SURVEY #78

APPLICANT COMMENT	None.
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PUBLIC COMMENT	None.		
PUBLIC TESTIMONY	None.		
PUBLIC PARTICIPATION	None.		
MOTION	APPROVE WITH CONDITIONS <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>
1ST	Justin Laven <input checked="" type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
COMMISSIONER DISCUSSION		The Board asked if the Registered Land Survey changed any of the property lines. Staff responded no.	
VOTE TO APPROVE REQUEST	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 5-0

OTHER:

OLD BUSINESS	None.		
OTHER BUSINESS	Deputy Zoning Administrator Spencer Crawford stated that an individual had spoken at a recent County Board of Commissioners meeting to request a moratorium on new deer farms. Property and Public Services Assistant Director Pete Otterness stated that moratoriums may only last for one year and that he and staff cannot remember the last time the County received an application for a new deer farm. PC Ubel mentioned any ban on deer farms should be a state requirement from the Department of Natural Resources. Mr. Crawford mentioned that more information would be provided at a future meeting and a vote could be made.		
REVIEW OF PERMITS	All permits issued from 07/01/21 to 02/28/22 were presented to the Board. No additional questions were asked.		
COMMUNICATIONS	None.		
MOTION TO ADJOURN	8:45 PM		
1ST	Justin Laven <input checked="" type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	Justin Laven <input type="checkbox"/> Chair	David Hermanson <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Dave Ubel <input checked="" type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
JUSTIN LAVEN, CHAIR		DATE	
SPENCER CRAWFORD, DEPUTY ZONING ADMINISTRATOR		DATE	



PLANNING AND ZONING ADVISORY COMMISSION

March 21, 2022

7:00 PM

The meeting will begin following the adjournment of the Nicollet County Board of Adjustment and Appeals Meeting

Doors Open at 6:45 PM

County Board Room, Nicollet County Government Center, 501 South Minnesota Avenue, Saint Peter, MN 56082

Copies of the meeting agenda and packet are available on the Nicollet County website at:

<https://mn-nicolletcounty.civicplus.com/AgendaCenter>

Questions or comments regarding the meeting can be directed to Spencer Crawford, Deputy Zoning Administrator, at 507-934-7071, or spencer.crawford@co.nicollet.mn.us.

1. Call to Order
2. Roll Call
3. Election of Officers
4. Review of Cancellations and Additions
5. Approval of Minutes: *December 20, 2021*
6. **Public Hearing: PLN 22-01**
 - Applicant: Novel Anika Solar LLC
 - Landowner: Joel Enter
 - Request: Conditional Use Approval for a large solar energy system
 - Location: Part of Northeast ¼ of the Northeast ¼ of Section 17-109-28 in Nicollet Township
 - Parcel Number: 09.017.0810
7. **Public Hearing: PLN 22-03**
 - Applicant: Jeffrey Leonard
 - Landowner: Jeffrey Leonard, L & W Farms Partnership LLP
 - Request: Conditional Use Approval for Registered Land Survey
 - Location: Part of Government Lot Five of Section 8-110-27 in Traverse Township
 - Parcel Number: 12.742.0045, 12.742.0040, 12.742.0030
8. Review Permits
9. Old Business
10. Other Business – Deer Moratorium
11. Communications – County Board meets April 12, 2022
12. Adjourn

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



Planning & Zoning Advisory Commission

MINUTES

DECEMBER 20, 2021

7:00 PM

NICOLLET COUNTY
GOVERNMENT CENTER

BOARD MEMBERS	David Hermanson <input checked="" type="checkbox"/> <i>Chair</i>	David Wendinger <input checked="" type="checkbox"/> <i>Vice Chair</i>	Marie Dranttel <input type="checkbox"/> <i>Commissioner</i>
	Justin Laven <input checked="" type="checkbox"/>	Ron Regenscheid <input checked="" type="checkbox"/>	Terry Morrow <input type="checkbox"/> <i>Commissioner, Alternate</i>
ABSENT EXCUSED	David Hermanson <input type="checkbox"/> <i>Chair</i>	David Wendinger <input type="checkbox"/> <i>Vice Chair</i>	Marie Dranttel <input checked="" type="checkbox"/> <i>Commissioner</i>
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Terry Morrow <input type="checkbox"/> <i>Commissioner, Alternate</i>
ABSENT	David Hermanson <input type="checkbox"/> <i>Chair</i>	David Wendinger <input type="checkbox"/> <i>Vice Chair</i>	Marie Dranttel <input type="checkbox"/> <i>Commissioner</i>
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Terry Morrow <input type="checkbox"/> <i>Commissioner, Alternate</i>
STAFF PRESENT	County Administrator Mandy Landkamer <input checked="" type="checkbox"/>		
	Assistant County Attorney Megan E. Gaudette Coryell <input checked="" type="checkbox"/>		
	Property Services Manager, Pete Otterness		
	Other Staff <input type="checkbox"/>		

REVIEW OF CANCELLATIONS & ADDITIONS		None	
MOTION TO APPROVE MINUTES OF JUNE 21, 2021		APPROVE <input checked="" type="checkbox"/>	APPROVE WITH REVISIONS <input type="checkbox"/>
1 ST	David Hermanson <input type="checkbox"/> <i>Chair</i>	David Wendinger <input checked="" type="checkbox"/> <i>Vice Chair</i>	Marie Dranttel <input type="checkbox"/> <i>Commissioner</i>
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Terry Morrow <input type="checkbox"/> <i>Commissioner, Alternate</i>
2 ND	David Hermanson <input type="checkbox"/> <i>Chair</i>	David Wendinger <input type="checkbox"/> <i>Vice Chair</i>	Marie Dranttel <input type="checkbox"/> <i>Commissioner</i>
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Terry Morrow <input type="checkbox"/> <i>Commissioner, Alternate</i>
VOTE TO APPROVE MINUTES		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/> VOTE: 5-0
PUBLIC APPEARANCES	None		

PUBLIC HEARINGS:

HERBERT CHILMAN

PLN21-39

THREE-YEAR REVIEW OF MINERAL EXTRACTION PERMIT

APPLICANT COMMENT	Fred Miller appeared on Herb Chilman's behalf		
PUBLIC COMMENT	None		
PUBLIC TESTIMONY	None		
PUBLIC PARTICIPATION	None		
MOTION	APPROVE WITH CONDITIONS <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>
1ST	David Hermanson <input type="checkbox"/> Chair	David Wendinger <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>
2nd	David Hermanson <input type="checkbox"/> Chair	David Wendinger <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>
COMMISSIONER DISCUSSION		PC Regenscheid inquired about future plans for the pit. Mr. Miller responded that a couple of contractors have inquired although the access is narrow and could not accommodate a semi entering or exiting the site.	
VOTE TO APPROVE REQUEST		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/> VOTE: 5-0
FINDINGS OF FACT			
MOTION TO ADOPT FINDINGS			
1ST	David Hermanson <input type="checkbox"/> Chair	David Wendinger <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input checked="" type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>
2ND	David Hermanson <input type="checkbox"/> Chair	David Wendinger <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>
VOTE TO ADOPT FINDINGS		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/> VOTE: 5-0

OTHER:

OLD BUSINESS	None.		
OTHER BUSINESS	Administrator congratulated David Wendinger for reaching his maximum term limits and thanked him for his service over the last 9 years. Landkamer also thanked Ron Regenscheid for his service over the last two years. Mr. Regenscheid's resigned his position, effective following the adjournment of the meeting.		
REVIEW OF PERMITS	The permits for November were reviewed.		
COMMUNICATIONS	None.		
MOTION TO ADJOURN			
1ST	David Hermanson <input type="checkbox"/> Chair	David Wendinger <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>
2ND	David Hermanson <input type="checkbox"/> Chair	David Wendinger <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input checked="" type="checkbox"/>	Ron Regenscheid <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>

JUSTIN LAVEN, CHAIR	<i>Justin B Laven</i>	DATE	3-21-22
MANDY LANDKAMER, COUNTY ADMINISTRATOR	<i>Mandy</i>	DATE	3-22-22



CONDITIONAL USE PERMIT

TO ESTABLISH A LARGE SOLAR ENERGY SYSTEM

Novel Anika Solar LLC/ Joel Enter

PLN22-01

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Conditional Use Permit, PLN22-001
APPLICANT:	Novel Anika Solar LLC
LANDOWNER:	Joel Enter
LOCATION:	Northeast ¼ of the Northeast ¼ of Section 17-109-28 in Nicollet Township, located along 475 th Ave
PARCEL NO:	09.017.0810
EXISTING ZONING:	Agricultural Preservation, Shoreland
HEARING DATE:	March 21 st , 2022
COUNTY BOARD DATE:	April 12 th , 2022

REQUEST

The applicant has submitted a request for a conditional use permit to establish a large, 0.72 megawatts (720kW) solar energy system on up to 5.15 acres of land.

EXISTING LAND USE

The property is being used for agricultural cropland and also contains an existing one-megawatt solar garden. It is zoned a mix of Agricultural Preservation and Shoreland, with the proposed and existing solar gardens being out of the Shoreland District.

SURROUNDING LAND USE

The proposal is 1.2 miles southwest of the City of Nicollet and is surrounded by agricultural cropland and other solar gardens. The existing solar gardens are located to the north and northeast, with two of them being adjacent to the proposal and the other being about 1.14 miles north near US Highway 14. There are three residential homes within 1500 feet of the proposal, located to the southwest, south, and southeast.

PROJECT DESCRIPTION

Proposal:

The applicant is proposing to establish a 0.72 megawatt (720kW), 5.15 acre solar garden to be operated for a 30 year period. The garden would consist of 2,070 Tier-1, 540-Watt, bi-facial, multi-crystalline solar panels surrounded by a 6 foot high chain link fence with three strands of barbed wire. The power generated would be distributed directly to the existing electrical grid for distribution.

Equipment and Proposed Improvements:

Installation of the solar garden would consist of the following components:

- Solar panels/modules
- Transformers
- Switchgear
- Inverters
- Power poles
- Fencing
- Temporary silt fence

Improvements to the property would include:

- Water retention pond
- Access road
- Pre-cast concrete slabs to hold the transformer and panels
- Temporary laydown yard

Ordinance:

Per the Nicollet County Renewable Energy Ordinance Section 5, the project is considered to be a large, primary use solar energy system. The ordinance defines a large system as having a production capacity of 40 kilowatts or more. The ordinance defines a primary use system as a system which is the primary land use for the parcel on which it is located and which generates power for sale to a power company or other off-premise consumer. Decommissioning must occur within 60 days from the end of the system's serviceable life, or if the system becomes discontinued. A system is considered a discontinued use after one year without energy production.

Access:

Nicollet Township is the road authority for 475th Avenue. The applicant has submitted documentation of access approval from the Township. The drive will only serve the solar garden and access is controlled by a locked gate.

Construction:

Construction is proposed to begin in the summer of 2022 and is expected to take about 5 weeks. The applicant expects construction equipment to consist of 5-10 light duty vehicles, 1 dozer, 1 gradall, 1-2 pile drivers, 2 work trucks, and 10 semi-trucks. Equipment and supplies are being delivered by an average of 2 trucks per day over a 2-4 week period at the start of construction. Grading and minor excavation may be needed to create level ground for the switchgear pad. Staging and construction parking will take place in the laydown yard. Refer to the OMCO Origin and OMCO Solar installation manuals for detailed construction procedures to be followed by the applicant.

Decommissioning:

The applicant has submitted decommissioning documentation that appears to meet the requirements as listed in the ordinance. All solar arrays, cables, electrical components, accessory structures, fencing, roads, concrete foundations and other ancillary facilities owned by the solar garden will be removed within 60 days of the end of the project useful life. Underground wiring will be abandoned on site. Equipment will be recycled or scrapped using best practice methods at the time of removal. Established vegetation at the site may be maintained or tilled for crop production at the discretion of the landowner. The total estimated cost of decommissioning is \$32,617. The applicant expects the salvage value to be equal to the cost of removing the system.

The plan identifies the applicant/project owner as the entity responsible for decommissioning. However, decommissioning is ultimately the responsibility of the property owner. Per the Renewable Energy Ordinance, the board may require the posting of a bond, letter of credit, or the establishment of an escrow account to ensure proper decommissioning.

Design:

The piles holding the panel racking will be pounded into the ground at a depth determined by pull testing. The 2,070 solar panels are mounted onto a tracker that is connected to the racking. The tracker rotates the panels with an electric motor to a maximum height of 14 feet to track the movement of the sun throughout the day. A data acquisition system records data from all sensors, meters, pyranometers, anemometers, and tilt sensors. There are 115 strings (panel groupings wired into an inverter) with 18 panels on each string. The panel rows are spaced 21 feet apart.

Power flows from the panel to an inverter that converts the electricity from direct current (DC) to alternating current (AC). Power is then passed to a transformer that increases or decreases the AC current as needed. Utility poles connect the transformer to the existing power grid. Power poles within the right-of-way will need approval from Nicollet Township, and poles within the required setbacks are not allowed.

Groundcover and Ground Maintenance:

The applicant intends to seed the ground with grass after construction, using a low maintenance turf seed mix or something similar. The property will be inspected 12 times a year for vegetation health, animal damage, erosion, mud, water pooling, corrosion, system security, fence, gates, and locks integrity, and to check for trash and debris. Mowing and vegetation control will take place 2-4 times a year as needed.

Drainage:

Storm water runoff will be fed to a retention pond using the natural topography of the land. The applicant claims the planted seed mix will filtrate surface waters and minimize erosion better than traditional croplands. A silt fence during construction should prevent runoff from infiltrating the nearby ditch.

Utility Interconnection:

The applicant has provided staff with a copy of their interconnection agreement application with Xcel Energy. The applicant advises the application has not yet been approved due to time constraints and their desire to first obtain conditional use approval. Staff recommends requiring an approved interconnection agreement as a condition of approval.

Operations and Maintenance:

The operations plan outlines both monthly and annual equipment checks to insure proper function, depending on the manufactures requirements. An aerial thermal survey is conducted once per year to check the health of the panels. All maintenance activities will be performed by qualified personnel as needed.

Parking:

Parking will take place in the laydown area during construction. Parking along the road is prohibited.

Screening:

No screening is proposed at this time. Section 909.6 of the Renewable Energy Ordinance states vegetative screening of the facility may be required as a part of the conditions for approval. Requirement of screening shall be based on the proximity of the system to residential buildings and to abutting public rights-of-way. If required, screening shall consist of canopy and conifer trees.

Setbacks:

Setback	Required	Proposed
Front Yard	35'	48'
Side Yard	20'	624'
Side Yard	20'	276'
Rear Yard	20'	2,019'
Wetland	75'	300'

Security:

The proposal includes a 6 foot chain link fence with three strands of barbed wire. Fences are required to be set back a minimum of 20 feet from road right-of-ways and may be located up to, but not on, a property line. The proposed fence meets these standards.

Signage:

The applicant is proposing a temporary delivery direction sign for construction and a small permanent sign with 24 hour contact information. The applicant will be required to obtain a sign permit and follow all sign related ordinances. Electrical equipment will be labeled with signage per the manufactures specifications in the installation guide.

Wetlands:

The applicant is proposing fencing and a storm water retention pond in an area of the property zoned for the Shoreland District. Large solar energy systems are not permitted in the Shoreland District, but uses that are accessory to permitted conditional uses are allowed. Staff finds the proposed fencing and storm water retention pond are accessories that meet the required ditch setback; it is therefore permissible in Shoreland. All other electrical equipment and panels are in the Agricultural Preservation District and meet ditch setbacks.

MINNESOTA POLLUTION CONTROL AGENCY

The applicant will be required to obtain a Stormwater Pollution Prevention Plan (SWPPP) and a National Pollutant Discharge Elimination System (NPDES) permit from the Minnesota Pollution Control Agency (MPCA) prior to issuance of this permit.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505.3 of the Zoning Ordinance and Minnesota State Statute 394.26.

REVIEW

CONDITIONAL USE PERMIT CRITERIA

1. **Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.**

True, because:

- Large solar energy systems are a conditionally permitted use in the Agricultural Preservation zoning district.
- The proposal meets the applicable setbacks and standards of both the Renewable Energy Ordinance and the Zoning Ordinance.

2. **The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**

True, because:

- The size and function of the system is not unreasonable for the proposed location.
- It appears the burden on public infrastructure will be negligible.
- The facility will utilize existing Xcel infrastructure, including distribution lines and a substation.
- The site is within proximity of U.S. Highway 14 and County Road 25, both of which are ten-ton roads.

- The facility will not require sewer or water services.
3. **The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.**

True, because:

- The proposal meets the minimum setback requirements.
 - The proposal is located near several other solar farms.
4. **The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.**

True, because:

- The system will produce no noxious odors or noises and no harmful byproducts.
 - The modules are designed to absorb rather than reflect sunlight.
 - A low maintenance turf seed mix or something similar will be maintained throughout the length of the system's lifespan.
 - Vegetation will be maintained on site.
5. **The requested use is consistent with the Nicollet County Land Use Ordinances.**

True, because:

- Section 602.3 of the Zoning Ordinance states large solar energy systems are a conditional use in the Agricultural Preservation zoning district.
 - The proposal meets the setbacks and standards of Sections 7 and 9 of the Renewable Energy Ordinance.
6. **The requested use is not in conflict with the Nicollet County Comprehensive Plan.**

True, because:

- The applicant has provided a decommissioning plan.
 - Following decommissioning the project site can be restored to its current condition as cropland, or to another permitted or conditional use allowed in the Agricultural Preservation district.
 - There is reference to solar in the comprehensive plan.
7. **The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.**

True, because:

- The facility is required to maintain the low maintenance turf seed mix or something similar under and surrounding the panels, utility pad, and access road.
- The system will not produce any odors, noises, or harmful byproducts.
- Glare is expected to be minimal as the modules are designed to absorb rather than reflect sunlight.

8. The requested use is reasonably related to the existing land use and environment.

True, because:

- The proposal is located near other solar farms.
- In the Agricultural Preservation zone large solar energy systems are a conditional use.

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

True, because:

- The system will produce no noxious odors or noises, and no harmful byproducts.
- Power lines will be located underground between the utility pad and the panels.
- The system is passive and requires minimal maintenance.
- The proposal meets the applicable setbacks.

10. The requested use will/will not have an adverse effect upon public health, safety and welfare due to the following other factors:

Will Not – True, because:

- The request is proposed to meet county standards, with no apparent adverse effects to the public health, safety, and welfare.

RECOMMENDATIONS

It appears the request meets all ten conditional use permit criteria. The granting of a conditional use permit from Sections 505 and 602.3 of the Zoning Ordinance, and from Sections 7 and 9 of the Renewable Energy Ordinance, would seem to meet the necessary requirements set forth in Section 505.1, Criteria for Granting Conditional Use Permits.

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The zoning permit is invalid if the holder has not substantially completed the building within the period of time allowed on the zoning permit connected with this conditional use permit.

3. The conditional use permit will be periodically reviewed by the county to assure compliance with the permit and permit conditions.
4. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
5. Parking and/or material storage is prohibited within the right-of-way.
6. Construction and maintenance activities shall not result in debris, mud, or other materials accumulating on public roadways. Any such accumulation shall be removed immediately by the applicant.
7. Decommissioning of the system must occur within 60 days from either the end of the system's serviceable life, or the point at which the system becomes a discontinued use, per Section 909 of the Renewable Energy Ordinance.
8. Signage must conform to sign standards in Section 735 of the Zoning Ordinance. Signs require a zoning permit prior to placement.
9. Any structural alteration, expansion, intensification of use, or similar change shall be treated in the same manner as a request for a new conditional use permit.
10. Native pollinator friendly vegetation must be established within the project area within one year from completion of construction. A healthy vegetative cover must be maintained by the applicant, or their successors, throughout the lifespan of the system.
11. The project must comply with the Minnesota Noxious Weed Law, Minnesota Statutes, Chapter 18, Section 18.75 through 18.88.
12. The disposal of solid waste associated with the construction of the solar energy system must meet all applicable regulations, including the Nicollet County Solid Waste Ordinance and Minnesota Pollution Control Agency Rules.
13. The disposal of sewage associated with the construction of the solar energy system must meet all applicable regulations, including the Nicollet County Zoning Ordinance and Minnesota Pollution Control Agency Rules.
14. Any work to be done within the public right-of-way must obtain a permit from the Township road authority **prior** to construction, including any site prep or earthwork.
15. The applicant must provide verification the site has a Minnesota Pollution Control Agency approved Stormwater Pollution Prevention Plan **prior** to issuance of this conditional use permit.

Applicant: Novel Anika Solar LLC.
Landowner: Joel Enter

PLN22-01

ATTACHMENT A Application

- A.1 Signed Permit Application
- A.2 Applicant Narrative
- A.3 Existing Conditions Site Plan
- A.4 Proposed Conditions Site Plan
- A.5 Decommissioning Plan
- A.6 Operations Plan
- A.7 Township Drive Approval
- A.8 Xcel Energy Interconnection Application
- A.9 Tracker Control System Diagram
- A.10 Installation Guides
- A.11 Owner/Operator Lease

ATTACHMENT B Location Map

ATTACHMENT C Aerial Map

ATTACHMENT D Neighbor Notification List

ATTACHMENT E Criteria for Conditional Use Permit



PROPERTY SERVICES DIVISION
501 SOUTH MINNESOTA AVENUE, SAINT PETER MN 56082
507-934-7070

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

Total Fees: \$450.00

Map#: 1717200013
Parcel#: 090170810
Permit#: PLN22-00001
Date: February 25, 2022

Applicant: Scott Tempel, Novel Energy Solutions, LLC, 2303 Wycliff Street, Suite 300, St. Paul MN 55114
Phone: 612-345-7188
Owner: ENTER JOEL M, 48994 475TH AVE. NICOLLET MN 56074
Property Address: 47628 471ST AVE. NICOLLET MN 56074
Abbreviated Legal Description: NE 1/4 SEC 17 "EX 4 AC" & "EX 4.14 AC" & "EX 28.20 AC" TOTAL ACRES 122.5
Township: Nicollet Township


Record Type: Conditional Use

Category: Solar Energy System

Project Description: Solar farm constructed by Novel Anika Solar LLC consisting of 2,070 Tier-1, 540-Watt, bi-facial, multi-crystalline solar panels generating an estimated 0.72 megawatts (720kW) of electricity. The estimated lifespan of 30 years.

Planning Commission Hearing Date: 03/21/2022

Board of Commissioners Date: 04/12/2022



APPLICANT SIGNATURE

22/28/22

DATE

Attachment A.1
Signed Permit Application



Novel Anika Solar LLC

0.72MW Megawatt Solar Garden

Introduction

Community Solar Gardens are supported by the State of Minnesota as a renewable energy supply. The Xcel Energy Community Solar*Rewards program was approved by the State of Minnesota as part of the renewable energy jobs bill in 2013. The purpose of constructing a community solar garden (solar array) is to generate offsite solar energy that will be connected directly to the electric grid for the on-going benefit of subscribers to the solar garden. Nationally, as many as 75% of homes and businesses are unable to install solar on their property due to site conditions, regulations and cost; making off-site solar energy production their only option.

This proposed site will be constructed to produce 0.72 megawatts (720kW) of electric generation. The request will be for a period of up to 30 years. The electrical energy will be distributed directly to the existing electrical grid for subscribers to the energy produced by the system. The impact to the area is low from a construction, operation, and end of life perspective. Construction and setup are not invasive. Solar energy production is a passive activity, and the system does not alter the underlying nature of the land which can be returned to any other appropriate use. The system will reduce the carbon footprint and greenhouse gas emissions. Subscribers to the community solar garden will save on their electric bills over the 25-year life of the agreement with Xcel Energy, money which can be saved and spent in support of the local economy.

Community solar gardens offer numerous benefits to the community. Subscribers have an opportunity to keep electric dollars in the area to support the local economy. Landowners have a new option that brings value to their property without impacting the underlying nature of the land. Harvesting the sun entails far less risk than other commodities. Landowners and the community have an opportunity to be leaders in renewable energy that sets an example for others to follow and leaves a positive legacy. Distributed solar generation, energy produced at multiple locations across the grid helps prevent electric line loss and dependence on carbon-based fuel sources. Careful siting standards protect the integrity of the land, increases production which increases local revenues and savings, and ensures positive neighbor relations.

Solar panels and systems have been used in the United States for over forty years and have gained in popularity as the cost of solar energy becomes competitive with traditional fossil fuels, and because of positive environmental benefits. Solar systems are more widely found on the east and west coasts of the United States due to higher

electric costs than Minnesota and the Midwest. Solar systems have been found to be good neighboring land uses due to their passive nature, lack of negative impact on neighboring property values, and benefits to the environment and local economy.

Description

The parcel is owned by Joel and Anika Enter

PID#: 09.017.0810

Legal Description: The Northeast Quarter, Section 17, Township 109N, Range 28W, Nicollet County, Minnesota, with exceptions

Parcel Description: cropland

Site Access: 475th Ave

Ownership: Land will be leased from the landowner, and project ownership will be Novel Anika Solar LLC

Equipment

The project will consist of 2,070 Tier-1, 540-Watt, bi-facial, multi-crystalline solar panels. Bloomberg New Energy Finance rates solar panels in tiers based on a variety of factors including financeability. All Tier-1 panels used have a 25-year warranty. Panels will feed inverters which ultimately connect to the electric grid at a point of interconnection located at a point closest to the 3-phase power lines as engineered to meet industry, state and federal standards.

Transformers and related equipment will be placed on a pre-cast concrete slab on grade adjacent the 1MW array grouping. Xcel Energy required poles will be standard electric utility poles with underground wires unless otherwise authorized or required, and Xcel will acquire the necessary permits for their poles. Additional poles may be required depending on the manner of interconnection. All non-Xcel Energy equipment, materials, supplies, concrete, etc. will be removed at the end of the useful life of the project. All equipment must meet Xcel Energy and national standards for safety and interconnection. Program requirements include adequate levels of insurance coverage and a signed interconnection agreement as required by the MN Public Utilities Commission for 25 years, with continual production monitoring.

Site Appearance & Impact

The parcel will consist of a 0.72MW Solar Garden with 2,070 solar panels. The array and equipment pad will be surrounded by a 6' high chain link fence with three strands of barbed wire on top of that. The panels will not exceed 14 feet in height at full tilt. The piles will be pounded straight into the ground and the depth they will have to be pounded will be determined by pull testing which will be completed prior to plan sets being completed to ensure that they are structurally sound. The installation will include 115 strings with 18 modules on each string with 21-foot row to row spacing on a single axis tracker. The attached layout provides the proposed layout which is subject to engineering and final Xcel approval. The final layout will continue to meet all Nicollet County requirements and performance standards.

Gated access will be provided with a key code or double lock for Xcel Energy and emergency response personnel. Signage will include 24-hour contact information. One light at the point of interconnection will be illuminated continually in the evening hours for safety of responding personnel.

Screening has not been proposed for the site, but Novel is more than willing to meet any landscaping requirements. Following construction of the arrays and any other project requirements, vegetation will be established to ensure soil stabilization, improve storm water quality, and for site beautification. Low Maintenance Turf seed mix or similar seed mix is utilized. Native grasses or specific pollinator plantings will be utilized in accordance with the attached landscaping plan. Once established, this site will filtrate surface waters and minimize erosion even better than traditional croplands. Additional site visits and pro-active weed identification and control will occur in the earlier seasons of the vegetative growth to ensure proper site development. Regular site maintenance will occur throughout the life of the system.

Construction

Construction activities will begin in summer of 2022. Installing posts at different depths and lengths can accommodate minimal sloping on sites, preventing the need for grade and fill activities. Grading and minor excavation may be needed for the switchgear pad to ensure level ground for the slab on grade. All necessary equipment and supplies will be delivered within a 2-4 week period at the start of construction. During the start of construction there will only be an average of two semi-trailers per day. Construction is expected to take 5 weeks. Deliveries will come from 475th Ave to the site access as depicted on the site plan. A temporary delivery direction sign may be installed at the start of construction upon approval from the road authority. Temporary parking and staging will be off-road at the site entrance as shown on the site plan. Disposal of waste materials will comply with all local, state and federal regulations and best practices.

Hydrological Features

A Level 1 wetland delineation has been completed and is attached herein. The wetland delineation has been submitted to the County and US Army Corp. There has been a site visit with the LGU and BWSR and the NOD has been completed. Storm water management will be handled by the current best practices provisions, and an NPDES permit will be obtained. Erosion control blankets, silt fencing and other best practices will be utilized throughout construction at appropriate locations. A stormwater pollution prevention plan (SWPPP) has been submitted with this package.

Geology and Soils

Novel Energy Solutions has prepared a Phase 1 ESA which will be utilized to help determine bedrock depth and in identifying all soils on the project site. This data will be utilized in the engineering of the posts and racking to ensure adequate wind, snow and other load factors.

Potential to Affect the Environment and Public Health

This project is focused on bringing additional green energy to people in Minnesota unable to access solar on their property. It will reduce Xcel Energy's and the state's carbon emissions. The proposed solar array is passive and is designed to capture the sun's rays, not reflect them. Solar panels have an equivalent glare factor as a body of water. Research on potential environmental and public health issues will be through the State of Minnesota and the Federal government databases to ensure compliance. The many-decade history of solar panel use has not identified public health or environmental issues. The addition of year-round ground cover will provide improved storm water control over traditional row cropping providing improved soil retention and greater water infiltration.

Decommissioning, Restoration Plan and Insurance

Within 60 (60) days of the end of the project useful life, decommissioning will include the removal of all of the solar arrays, cables, electrical components, accessory structures, fencing, roads and other ancillary facilities owned by the solar garden. Since this project includes the establishment of vegetation on site, the soil will be excellent for agricultural utilization upon decommissioning. Established vegetation can be maintained, or tilled and re-planted to other vegetation upon the landowner's request. At year 26, there is almost equal salvage value in the panels and equipment than the costs associated with removing the system.

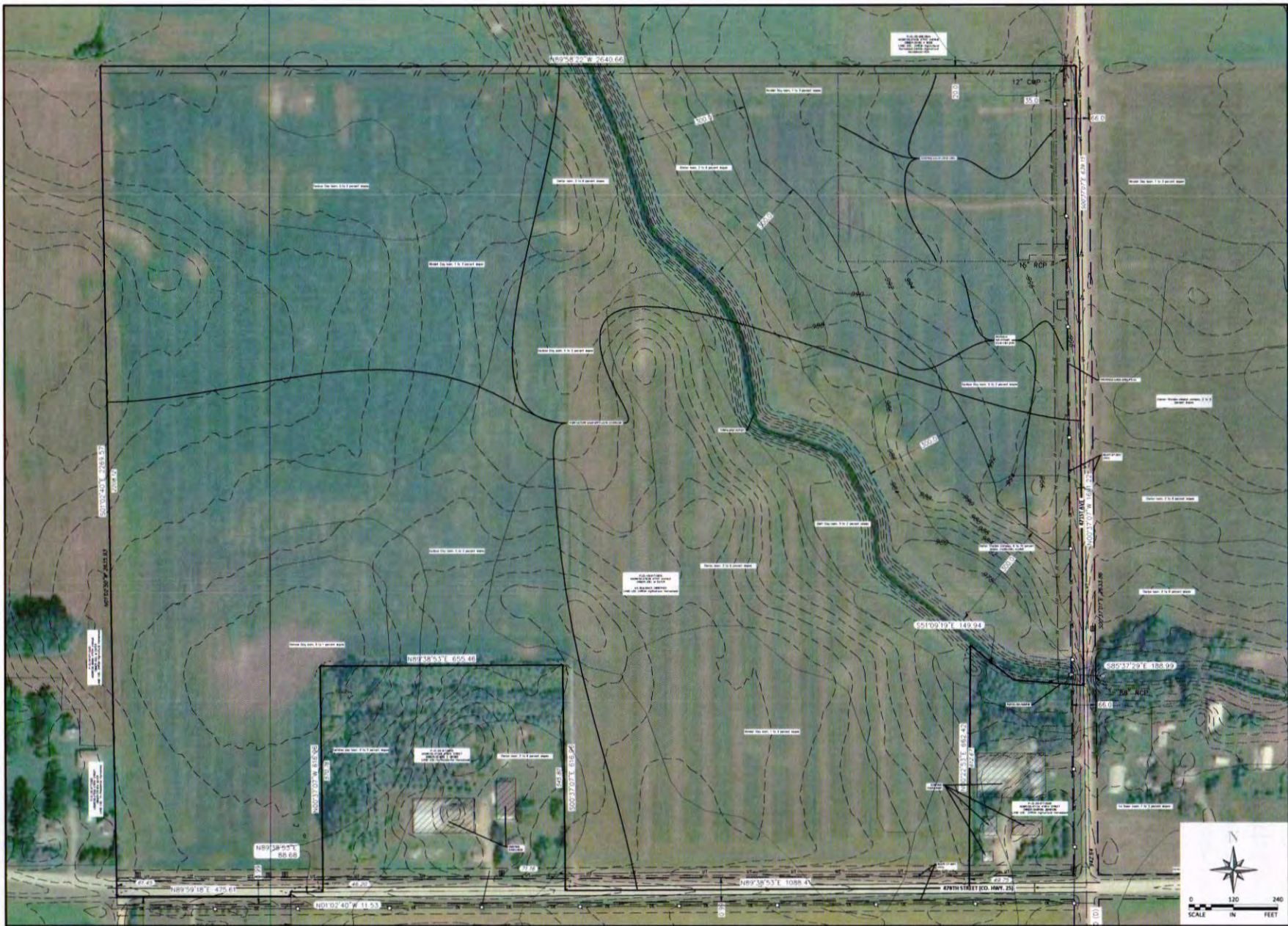
Detailed decommissioning includes:

- All cables and conduit will be removed
- PV modules will be removed from racking sold or transported to a recycling facility
- Racking equipment will be dismantled and removed, and either re-used or sold for scrap
- Inverters, transformers, switchgear, etc. will be re-sold or scrapped per industry best practices and regulations
- Concrete foundations, if utilized will be broken down and recycled or otherwise disposed.
- The security fence will be removed
- The site will be returned to its current state

The Xcel Energy tariffs governing this program and all interconnection as approved by the MN Public Utilities Commission includes interconnection and insurance requirements. Sections 9 & 10 of Xcel Energy's tariff for the Solar*Rewards Community, and Interconnection respectively spell out the requirements. Insurance coverage includes a \$2 million per occurrence policy, and interconnection to the Xcel Energy grid cannot occur until all safety and security items have been engineered, reviewed and approved. State and National electrical codes must be met, inspected and approved prior to interconnection. A signed interconnection agreement with Xcel Energy will be provided prior to construction activities.

Conclusion

We are excited to complete this project in a strong partnership with the Enters and Nicollet County. We are committed to following best practices and all State, Federal and local rules and regulations to develop a community solar garden providing the many benefits to the local community.





2303 Wycliff St, Suite 300
St Paul, MN 55114
info@novelenergy.biz
612-345-7188 telephone

Client
JOEL & ANIKA ENTER

NICOLLET, MN

Project
NOVEL ANIKA SOLAR, LLC

Location
78994 475TH AVE

Certification
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

SCOTT GEDDES, P.E.
Registration No. 42649 Date: _____
If applicable, contact us for a wet signed copy of this plan which is available upon request at Novel Energy Solutions - St. Paul, MN office.

Summary
Designed: SRS Drawn: JJ
Approved: SRS Book / Page:
Phase: PRELIMINARY Initial Issue: 03/03/22

Revisions				
No.	Date	By	Chk	Description
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11

Sheet Title
EXISTING CONDITIONS

Sheet No.	Revision
C2	PRE

Project No. ANIKA



0 120 240
SCALE IN FEET

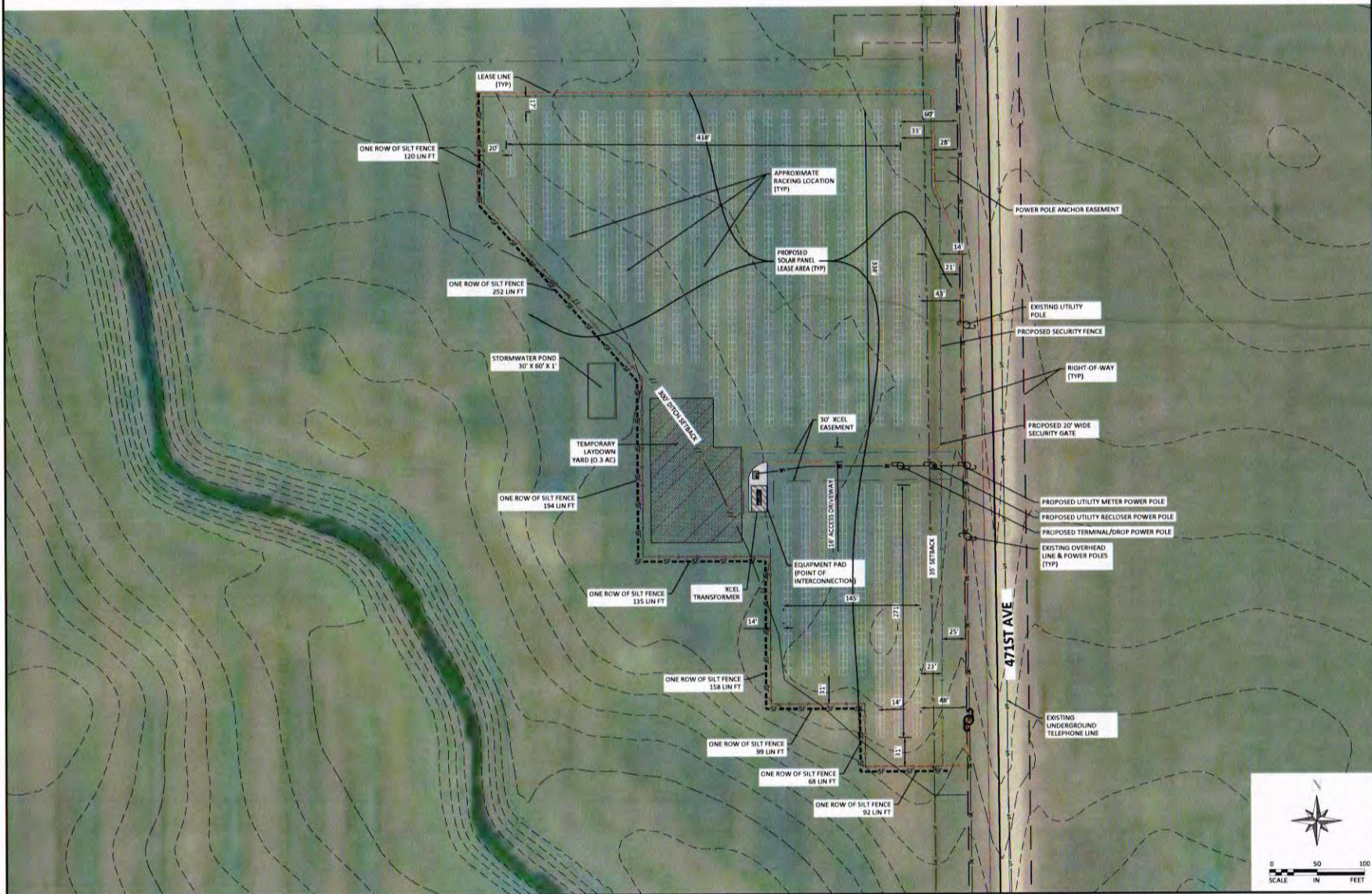
Attachment A.3
Existing Conditions Site Plan

NOTES

LAYDOWN YARD NOTES

1. REFER TO ELECTRICAL PLANS FOR ARRAY AND EQUIPMENT PAD LOCATIONS AND DETAILS.
2. SETBACKS WERE PROVIDED BY THE CLIENT.
3. REFER TO SHEET C1.02 FOR GRADING AND EARTHWORK NOTES.
4. ALTA/NOPI SURVEY INFORMATION WAS PROVIDED BY NIS.
5. TEMPORARY GRAVEL, FILL AND LAYDOWN YARD SHALL BE REMOVED AFTER SOLAR IS OPERATIONAL. DISTURBED AREAS SHALL BE RESTORED TO EXISTING CONDITIONS.

1. STRIP TOPSOIL WHERE INDICATED IN LAYDOWN YARD.
2. INSTALL 4" AGGREGATE BASE, CLASS 5 IN LAYDOWN YARD.
3. GEOTEXTILE FABRIC IS NOT REQUIRED IN THE LAYDOWN YARD.




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Project
NOVEL ANIKA SOLAR, LLC

Location
78994 475TH AVE

Certification
 I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

SCOTT GEEDS, P.E.
 Registration No. 425459 Date: _____
 If applicable, contact us for a wet signed copy of this plan which is available upon request at Novel Energy Solutions - St. Paul, MN office.

Summary
 Designed: sis Drawn: rj
 Approved: sis Book / Page:
 Phase: PRELIMINARY Initial Issue: 02/02/22

Revisions

No.	Date	By	Chk	Description
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
11	11	11	11	11
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11	11	11	11	11
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11	11	11	11	11

Sheet Title
PROPOSED SITE PLAN

Sheet No. Revision
C3 PRE
Project No. ANIKA

Attachment A.4
 Proposed Conditions Site Plan



**0.7MW Community Solar Garden
Novel Anika Solar LLC, Nicollet County, Minnesota
Decommissioning Plan, December 2, 2021**

Timeline

- Decommissioning will occur at the end of the photovoltaic system's contract life.
- Decommissioning is estimated to take 60 days to complete.
- The decommissioning crew will ensure that all equipment is recycled or disposed of properly.

Shutdown/Disconnection

- Shut down system at all disconnect points (disconnect switch at step up transformer within the solar field and disconnect at Utility interconnect yard switch gear).

Removal and Disposal of Site Components

- **Modules:** Modules will be inspected for physical damage, tested for functionality, and removed from racking. Functioning modules will be packed and stored for reuse (functioning modules may produce power for another 25 years or more). Non-functioning modules will be packed and palletized and sent to the manufacturer or a third party for recycling.
- **Racking:** Racking will be separated from footing poles, sorted, and sent to metal recycling facility.
- **Poles:** Steel poles will be removed and sent to a recycling facility. Holes will be backfilled.
- **Wire:** Above-ground wire will be sent to facility for proper disposal and recycling. Below-ground wire will be abandoned in place.
- **Conduit:** Above-ground conduit will be disassembled onsite and sent to recycling facility.
- **Junction boxes, combiner boxes, disconnect, and switchgear, etc.:** will be sent to electronics recycler.
- **Inverter & Transformer:** Inverters and components will be sent to manufacturer and/or electronics recycler. Functioning components can be reused.
- **Concrete pad(s):** Concrete will be sent to a concrete recycler.
- **Metal Fence:** Fencing will be disassembled, poles removed and sent to metal recycling facility. Gate motor and electrical components will be sent to electronics recycler.
- **Access Roads:** The access road will be removed as will all of the gravel surfaces constructed for the project, including roadbed, hammerhead and equipment pad areas. The removed gravel surface areas will be replaced with topsoil or other material suitable for sustaining vegetative cover, and the areas will be re-seeded with a mixture similar and compatible with the vegetation existing at the time of the decommissioning.
- **Environmental Sensors:** Sensors and mounting hardware will be sent to metal recycling facility
- **Computers, monitors, hard drives, and other components:** Computers and associated equipment will be sent to electronics recycler. Functioning parts can be reused.
- **Revegetation:** Soil will have regenerated for 25 years. All disturbed soil will be revegetated with a pollinator mix according to the approved revegetation plan.



Cost: Novel Energy Solutions intends to operate, maintain, and decommission its own arrays. Decommissioning estimates are based on Novel's internal costs for removal and restoration. By year 26, the cost of decommissioning is anticipated to be lower than the salvage value of the materials. NES is willing to provide financial surety to Nicollet County as assurance of decommissioning if NES is unable to perform for unseen circumstances. For the 2,700-panel array, removal and restoration costs have been broken down as follows:

Removal Costs:

• Remove Rack Wiring	\$1,490
• Remove Cable	\$2,206
• Remove Panels	\$6,750
• Dismantle Racks	\$2,482
• Remove and Load Racks plus Trucking	\$9,283
• Remove Electrical Equipment plus Trucking	\$1,543
• Breakup and Remove Concrete Pads and Ballasts	\$490
• Remove Power Poles	\$1,000
• Remove Fence plus Trucking	\$2,917
• Finish Grading	\$1,000
• Seed Disturbed Areas	\$2,810
• Additional Trucking Costs	\$2,646
Total Cost	\$32,617

Novel Anika Solar LLC Operations Plan

Contact Information

Operations Primary Contact – Paula Fitzgerald, Project Development Manager - 209.918.4222

Operations Alternate Contact – Scott Tempel, Permitting Specialist, 651-272-7104

Operations Alternate Contact – Tom Dickson, Land/Title Specialist - 763.234.2970

Construction Primary Contact – Toby Brown, Director of CSG Construction - 651.492.0462

Construction Alternate Contact – Zwade Augustine, Construction Project Manager - 763.318.5887

Site Map

Please See Attached

Traffic at the Site

Phase	Period	Vehicle Type	Quantity	Road Use Cadence	Purpose
Construction	2 Months	Light Duty	5 to 10	Weekdays 8-5	Personal Vehicles
Construction	1 Month	Heavy Duty	1 Dozer 1 Gradall 1-2 Pile Drivers 2 Work Trucks	One time each for delivery and removal of equipment	Grading, general construction
Construction	2 Weeks	Semi-Trucks	10 Semis	One time each	Equipment Delivery
Operation	Life of Project	Light Duty	1 work truck	1 time per month	Mowing and maintenance

Operations & Maintenance Plan

Operator – QE Solar

ITEM	Service Description	Frequency (per year) /Response Time (hrs)
A. General		
A1	Visual inspection of general site conditions, PV arrays, electrical equipment, vegetation, animal damage, erosion, mud, water pooling, corrosion, system security, fence line integrity, gates and locks, removal of all trash and debris.	12 x
B. PV Modules & Array		
B1	PV array module maintenance for modules.	Per Mfr's Guidelines and Noted Below
B2	Visual inspection of each PV module for: cleanliness, cracked / chipped / shattered panels, fading / discoloration, burn marks, seal condition, frame damage or rust.	12 x
B3	Visual inspection and documentation of shading and preventative care if shading is caused by nearby vegetation.	12 x
B4	Arial thermal survey of panels produce report of issues found. to be performed with a minimum irradiance of 400w/m2	1x
C. Racking		
C1	Visual inspection of racking, missing or rusted hardware, pile or ballast condition inspect all torque marks, re-torque and mark any that are not visible and document and touch up any signs of corrosion.	1x
C2	Visual inspection of PV Mounting structures for loose panel / wire management / clips, missing or rusted hardware, inspect all torque marks and re-torque and mark any that are not visible	2x

C3	Verify ground continuity; panel to racking, racking to inverter.	1x
D. Inverters		
D1	Inverter preventive maintenance for inverters per manufacturer's operating guidelines and specification	Per Mfr's Guidelines and Noted Below
D2	Clean and vacuum inverter enclosures and air vents.	1x
D3	Change inverter air filters per manufacturer's warranty requirements	1x
D4	Clean, vacuum and remove dust from inverter heat sinks per manufacturer's warranty requirements.	1x
D5	Check torque marks and re-tightening appropriate wiring connections to design specification torque force per manufacturer's guidelines.	1x
D6	Perform thermal imaging and address connections and hot spots.	1x
D7	Check inverter internal temperature and operational noise level, if either is high confirm fan operation and replace as needed.	1x
E. Electrical BOS		
E1	Visual inspection of balance of AC and DC system; conduit runs for separation / cracks; condition of wiring for wear / fading / damage / identification / loose or unsupported.	2x
E2	Inspect all electrical equipment enclosures for; seals / damage / rust / door and lock condition, equipment pads.	2x
E3	Visual inspect all switches, fuses, and disconnects; Inspect all torque marks and re-torque and mark any that are not visible	1x
E4	Perform thermal scans on all switch, fuse and disconnect connections, to be performed with a minimum irradiance of 400w/m2	1x
F. Transformers (where applicable)		
F1	Perform preventative maintenance in accordance with the manufacture's specification and operating guidelines.	Per Mfr's Guidelines
G. Switchgear		
G1	Perform preventative maintenance in accordance with the manufacture's specification and operating guidelines.	Per Mfr's Guidelines
G2	Perform protection relay maintenance and testing in accordance with the manufacture's specification and operating guidelines.	Per Mfr's Guidelines
G3	Trip protection device and verify electrical controls. Confirm live status on DAS.	1x
G4	Test battery backup to ensure charger is function and battery condition is good.	1x per year

G5	Perform IR scans of all connections, to be performed with a minimum irradiance of 400w/m2	1x per year
H. Strings		
H1	Perform dc current and voltage testing. Testing is to be performed with a minimum irradiance of 400w/m2.	As needed
H2	Perform Sting level IV Curve Tracing. Testing is to be performed with a minimum irradiance of 400w/m2.	As need
I. Data Acquisition System (DAS)		
I1	Data Acquisition System (DAS) including all sensors and meters pyranometers, anemometers, and tilt sensors.	1x year
I2	Weather station condition including alignment and calibration of irradiance sensor, visual inspection of wind and temperature sensor	1x per year
I3	Inspection DAS device for: screens, seals, rust and damage.	1x per year
I4	Test battery backup to ensure charger is function and battery condition is good.	1x per year
I5	Verify meter operations, record meter readings	1x per year
I6	DAS System functional testing of batteries, validation of data, and server maintenance.	1x per year
J. Monitoring		
J1	Site data connection and access to DAS provided by owner.	EXCLUDED
J2	Provide continuous (24/7/365) monitoring of the solar project via the DAS / using live data from the DAS	Ongoing / Daily
J3	Perform daily analytics, checking performance of the solar project, compare inverter outputs with each other and sum of to meter to confirm consistency	Daily
J4	Coordinate outages (including availability schedules), including notification and coordination of scheduled and unscheduled plant-level outages (feeder and breaker trips) with the Transmission Services Provider in accordance with policies and procedures approved by Owner	Upon occurrence
J5	Callout of local emergency first responders and key Owner's contacts in the event of an emergency.	Upon occurrence
J6	Maintain an operations log for the Plant which shall include information on, as available from SCADA system, plant-level (feeder and breakers) planned and unplanned maintenance outages, circuit breaker trip operations requiring a manual reset, partial deratings of Plant equipment and any other significant event related to the operation of the Plant.	Ongoing
J7	Establish and maintain procedures to regulate Access and to safeguard personnel during local operations, ensure all operations meet OSHA and local safety standards.	Ongoing

J8	Remotely reset inverters, if possible and prudent, or issue a callout to technician for onsite reset if not possible or prudent, in either case during Regular Work Hours.	Upon occurrence
J9	Solar Garden DAS troubleshooting (includes telemetry, meteorological equipment and remote terminal units and automatic generation systems)	Ongoing
J10	DAS upgrades, programming or alterations	Upon occurrence
J11	Remote monitoring of owner furnished security system.	Ongoing
K. Dispatch		
K1	Operator will be available by e-mail and by 24 x 7 x 365 Technical Phone Support hotline.	Ongoing
K2	Agree with Owner dispatch plan. Based on plan either self-dispatch or dispatch based on request from owner. Review and update plan at least annually.	1 x per year
K3	Based on dispatch plan; Dispatch recourse to alarms and alerts/service requests received from owner and/or proactive DAS monitoring.	As Needed
K4	Provide notice to owner within two hours (within sunrise to sunset hours) from time of issue first identified with solar project or DAS Alarm (which ever is first).	As Needed
K5	Based on plan either self-dispatch or dispatch based on request from owner, onsite time commitment as follows: Outage involving 100% of site - within 4 hours Outages involving 10% of site or more - within 24 hours Outages involving less than 10% - within 48hours Other - as agreed between Owner and Operator	As Needed
K6	Issue resolution: After Operator arrives on site in response to a nonscheduled dispatch request, Operator will follow protocols below depending on the circumstances causing the request:	See below
K7	Event that is covered by 3rd party warranty: Operator will report issue to Owner and contact 3rd party warranty provider. Operator will coordinate with 3rd party for issue resolution.	Upon occurrence
K8	Event that is covered by insurance: Operator reports situation to Owner. Issue is resolved when Operator reports the event and diagnosis to Owner.	Upon occurrence
K9	Event that Operator cannot repair without prior authorization from Owner. Examples include complex wiring issues, ground fault resolution, solar panel replacement, and major component replacement. Initial diagnosis is resolved when Operator reports the event and diagnosis to Owner.	Upon occurrence

L. Reporting

L1	Provide written report within 1 business day after any site visit. Report should include but not be limited to; reason for site visit, scheduled or unscheduled, number of people attending, time traveling to and from site, time working on site, part used, special equipment needed / used, did issue get solved / any follow up needed.	Each site visit
L2	Monthly Operations Summary Report including by not limited to: Net production, availability, summary of site visits, summary of issues, down time and lost production.	12x
L3	Provide annual operations report within 10 days of completing annual service including details of preventive maintenance work, such as meter readings, thermal images, and system testing results, preventative maintenance and site check sheets.	1x
L4	Include non-conformance reports to identify potential short-term and long-term power production issues and provide recommendations to fix any such issues.	Report per occurrence
L5	Support with data analytics for monthly, quarterly and/or yearly financial reporting required by owner.	Monthly

M. Other

M1	Perform mowing and other landscaping activities.	2-4x per year
M2	Perform panel washing (at an addition fixed cost per wash).	As Requested
M3	Maintain an active inventory of all spare parts.	Ongoing
M4	Make and coordinate claims for reimbursement and or replacement under any available warranty from Manufactures, Installers or other similar entities relating to the system.	Ongoing
M5	Other duties as reasonably requested by Owner and agreed to by the Operator	Ongoing

From: Eileen Darling
To: Scott Tempel
Subject: [EXTERNAL] Re: Anika CSG Enter solar project
Date: Wednesday, February 16, 2022 11:04:36 AM

Good morning Scott,

The Nicollet Township met on Monday and the board still grants access for the Anika CSG Solar project at said location.

Thanks,
Eileen Darling, Clerk
Nicollet Township
(507) 327-0934

On Thu, Feb 10, 2022 at 11:48 AM Scott Tempel <scott.tempel@novelenergy.biz> wrote:

Hi Eileen-

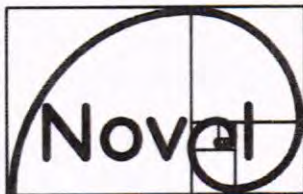
I am writing to inform you that we have reconfigured and shrunk our proposed Anika CSG array on the Enter's property. We needed to stay farther away from the ditch and can only fit .72MW now. We are using the same access point.

Can you please send me confirmation that the township will still grant access at this location?

Thanks,

Scott

Novel Energy Solutions is working regular hours and supporting the nationwide effort to combat the coronavirus. We are following CDC guidelines, and most employees are working from home. Our office phones are being transferred to cell numbers and everyone has secure computer access. Please contact us if you have any questions. Our team is here to assist you in any way possible.



NOVEL ENERGY SOLUTIONS, LLC

📍 2303 Wycliff Street, Suite 300 | St. Paul, MN 55114

📞 612-345-7188

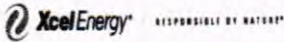
✉️ info@novelenergy.biz

🌐 www.NovelEnergy.biz

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STATEMENT OF WORK REQUESTED

DATE: Oct 7, 2019
WORK REQUESTED BY: Novel Anika Solar LLC
WORK LOCATION: See Address Below.
ADDRESS: 44.251333, -94.210889 Nicollet MN 56074

CONSISTING OF:

For processing fee for Application ID: SRC075889. As applicable, processing fee is as set forth below for the Simplified Process Application (MN DIP 1.5.1.1); for the Fast Track application (MN DIP 1.5.1.2); or, for the Section 4 Study Process (MN DIP 1.5.1.3). Application form must be sent in addition to payment. See reverse side for additional details.

If payment is by wire transfer, the Application ID and words "Process Fee" must be included on wire transfer slip (RFB or OBI line).

Send wire transfer to Xcel Cash Management Department:
Bank: Wells Fargo Bank, N.A. | City/State: San Francisco, CA
Routing/ABA: 121-000-248
Acct No: 31966 | Acct Name: NSPM

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay \$1100.00

In accordance with the following terms:

Payment required to move application forward per above applicable MN DIP section.

Receipt of the above amount hereby acknowledged on behalf of the Company by _____

Northern States Power Company,
a Minnesota corporation ("Xcel Energy")

Customer

Paula Fitzgerald, Project Development Manager

Print Full Name and Title

Print Full Name and Title (if applicable)

Signature

Signature

STATEMENT OF WORK REQUESTED

DATE: Oct 7, 2019
WORK REQUESTED BY: Novel Anika Solar LLC
WORK LOCATION: See Address Below.
ADDRESS: 44.251333, -94.210889 Nicollet MN 56074

CONSISTING OF:

For Simplified Track application, a non-refundable fee of \$100 must accompany the return of this SOW form, along with the completed Simplified Application Form as set forth on tariff sheets 10-213 through 10-218.

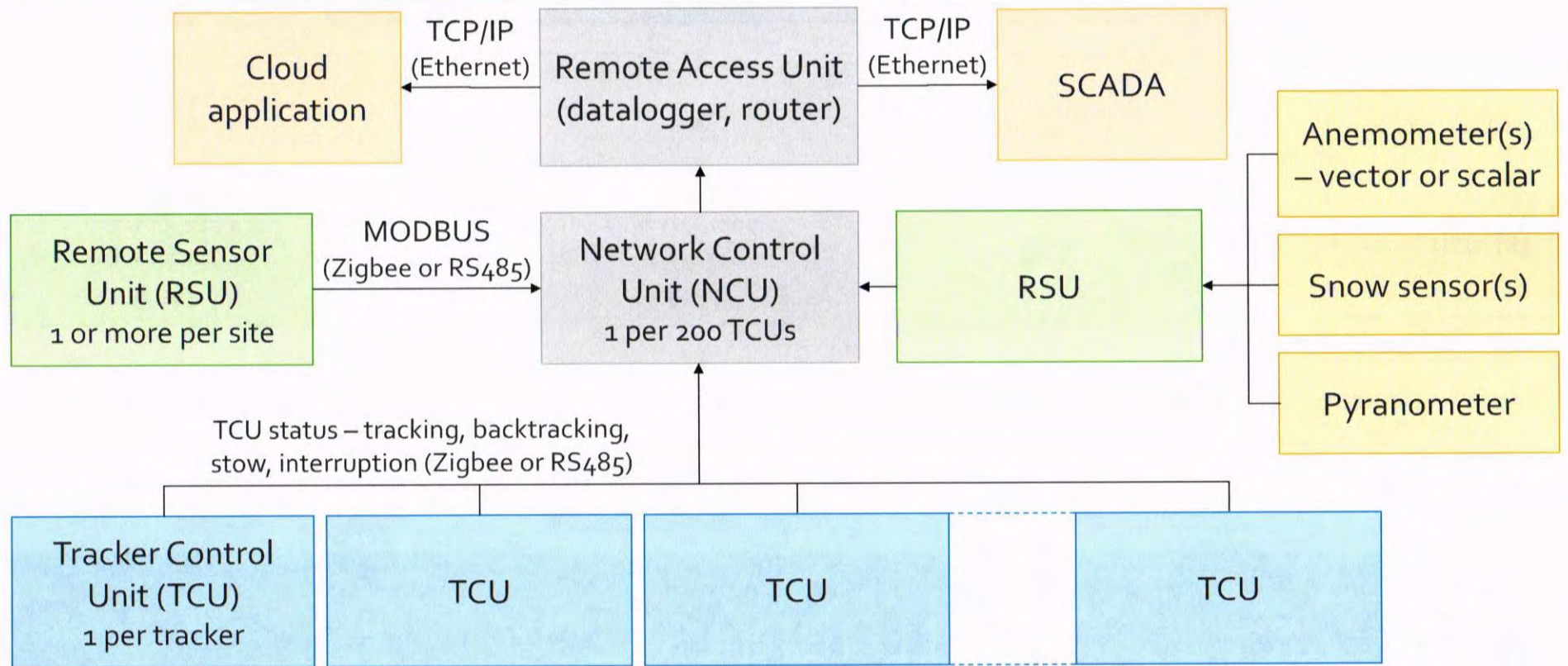
For Fast Track application: if for Certified DER, the processing fee shall be \$100 + \$1/kW; if for non-certified DER, the processing fee shall be \$100 + \$2/kW. For a Section 4 Study, the processing fee shall be a down payment of \$1,000 plus \$2.00 per kW towards the deposit required under the Section 4 Study Process. For Fast Track and Section 4 Study applications, the applicable processing fee must accompany the return of this SOW form, along with the completed Interconnection Application Form as set forth on tariff sheets 10-221 through 10-228.

If payment is made by mail, the Application ID: SRC075889 and words "Process Fee" must be included on the check. The check should be mailed to: Xcel Energy, DER Interconnections, P.O. Box 59, Minneapolis, MN 55440-0059

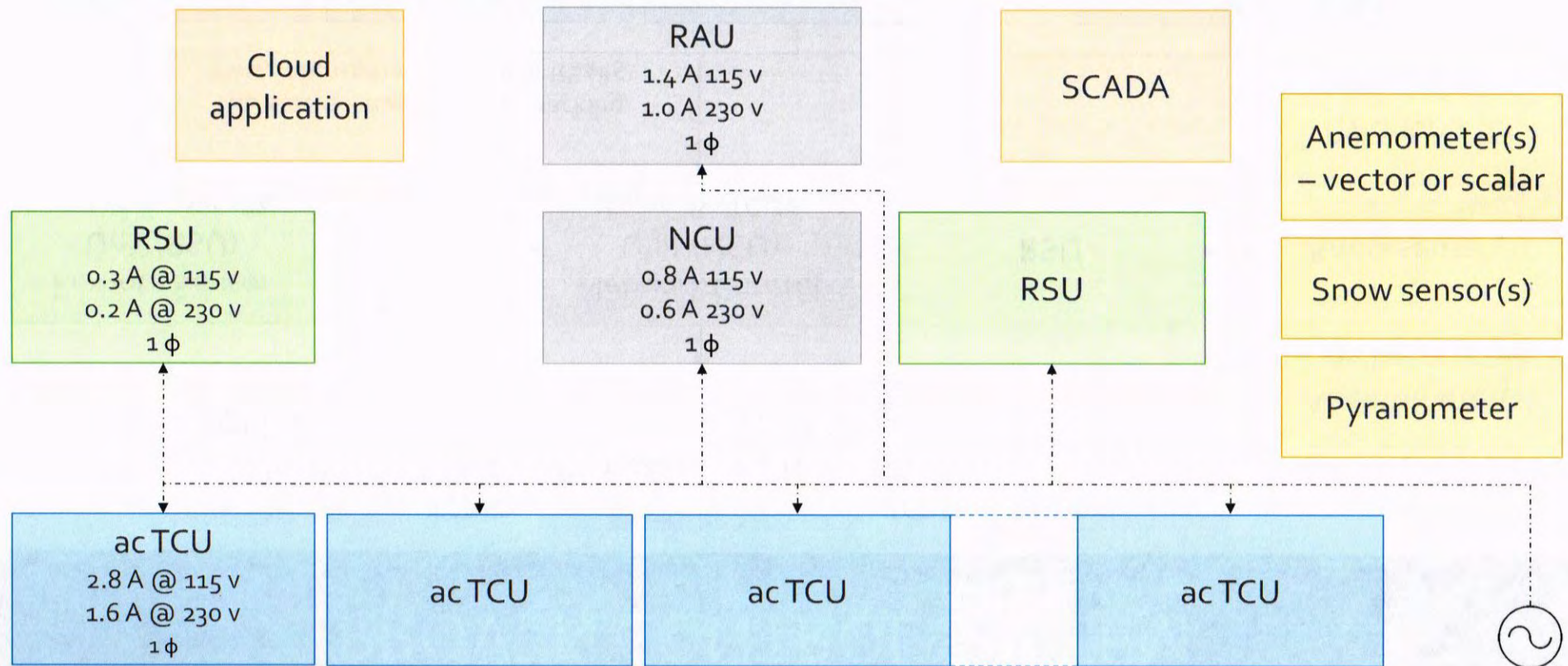
If you have any questions, concerns or want clarification on any points in this SOW, please email either:

- SolarProgramMN@xcelenergy.com (for Solar*Rewards, Solar Net Metering or Non-Solar DER interconnections)
- SRCMN@xcelenergy.com (for Solar*Rewards Community (Community Solar Gardens))

PROVEN CONTROL SYSTEM



AC DISTRIBUTION



OMCO SOLAR



OMCO Origin™

Factory-Direct Trackers

omcosolar.com

Attachment A.10
Installation Guides

NOTICE

Changes to OMCO Origin Tracker components are common as OMCO Solar continuously strives for product improvements.

All products within the same model classification should remain functionally equivalent and compatible with one another, even though there may be slight differences based on product improvements or other changes.

OMCO Solar reserves the right to make changes to the design and specifications applicable to any OMCO Origin Tracker components at any time without notification or update to this document.

CONTACT INFORMATION

For information regarding OMCO Solar and its products, please visit www.omcosolar.com.

To request a quote or to discuss your tracker needs, please email your request to info@omcosolar.com or call **602.352.2700**.

CERTIFICATIONS

OMCO Solar operates a Quality Management System which complies with the requirements of ISO 9001.



Quality
ISO 9001

OMCO Solar is compliant with UL 2703, 3703.

This standard covers OMCO Origin Trackers for modules listed to UL 1703.



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1 GENERAL DOCUMENT OVERVIEW

PURPOSE

This Installation Manual (OIM-300) is intended to provide information concerning installation of OMCO Origin Trackers. This document may be used to plan installation of the OMCO Origin Tracker components, including developing resource estimates for installation of OMCO Origin Tracker components. For detailed specifications of the Origin Tracker, refer to the Product Specifications document.

Failure to install OMCO Origin Trackers in the manner described in this document may void the standard warranty (refers to the OMCO Origin Warranty Terms and Conditions).

SCOPE OF DOCUMENT

OMCO Origin Trackers are designed for fast installation with a minimal amount of components and hardware. The system accommodates all types and styles of framed modules and is configurable for a wide variety of site loading requirements. OMCO Origin Trackers are intended for ground mounted systems and are not approved for roof mounted systems.

This document is intended to provide installation and assembly information in support of the OMCO Origin Tracker and includes details regarding installation that may not be included in the project Construction Drawings.

This document:

- ▶ **Does not** substitute for site-specific Construction Drawings prepared by or on behalf of the Owner to determine relevant project layout, design, and installation requirements for the project location.
- ▶ **Does not** substitute for permitting documents required for system installation at the relevant location.
- ▶ **Does not** suggest any unsafe installation practices.
- ▶ **Does not** provide guidance for designing a PV power plant incorporating OMCO Origin Trackers.

DOCUMENT REVISION HISTORY

Revision	Description	Date	Approved By
9	Updated installation procedures for better clarification.	6/2/2020	RLM

RELATED DOCUMENTATION

It is important to follow OMCO Solar's specifications and Construction Drawings to ensure proper installation and operation. Documents referred in this Installation Manual include the following:

- "Construction Drawings" refers to the installation drawings provided by OMCO Solar for each specific jobsite.
- "Tracker Post Installation Manual" refers to the current version of OMCO Solar Tracking Post Installation Manual (OIM-301).
- "OMCO Origin Qualified Modules" refers to the current version of OMCO Origin Tracker Qualified Modules document (OMPH917).
- "Marking Label" refers to the labels that will be provided by OMCO Solar that comply with the Standard for Marking and Labeling Systems, UL 969.
- "Standard Warranty" refers to the OMCO Origin Warranty Terms and Conditions.
- "Product Specifications" refers to the OMCO Origin Product Specifications document (OIM-302)

KEY DEFINITIONS

Table 1: Terms and definitions

TERM	DEFINITION
▶ OMCO Origin	An assembly of OMCO Origin Tracker Components that have been installed and commissioned in accordance with all applicable requirements, including this Installation Manual.
▶ OMCO Origin Tracker Components	Components & hardware supplied by OMCO Solar that, once assembled, installed, and commissioned by Owner, in accordance with all applicable requirements, including this Installation Manual.
▶ Owner	The Owner, purchaser, installer, contractor and/or operator of any OMCO Origin Tracker components & hardware, and their permitted assigns subcontractors and personnel, as applicable.

TOOLS AND SUPPLIES

OMCO Origin Trackers are designed for simplified assembly using only commercially available tools without the need for any custom tools.

Suggested Tool List (post installation equipment excluded)

- Permanent Marker
- Level
- Laser, or string line with blocks
- Measuring Tape
- Magnetic Compass
- Digital Inclinator
- Calibrated Torque driver/wrench with range appropriate to torque specifications
- 5 mm, 13 mm, 17 mm, 19 mm and 22mm sockets
- 5 mm, 13 mm, 17 mm, 19 mm and 22mm combination wrench set
- 8mm Allen wrench
- ½" deep socket (for sites using carriage bolt for Module Mount)
- 13 mm, 17 mm, 19 mm, and 22mm open end wrenches
- Square or other means of checking perpendicularity of components

2

IMPORTANT SAFETY INSTRUCTIONS

REFERENCE INFORMATION - SAVE THESE INSTRUCTIONS

INSTALLATION WARNINGS, CAUTION AND NOTICE STATEMENTS

The following define hazard notices used in this document, their indication, and possible result if not avoided.

DANGER: Indicates a hazardous situation that, if not avoided, will result in death or serious injury.

WARNING: Indicates a hazardous situation that, if not avoided, could result in death or serious injury.

CAUTION: Indicates a hazardous situation that, if not avoided, could result in minor or moderate injury.

NOTICE: Indicates information considered important, but not hazard-related (e.g., messages relating to property damage).

In all installation and operation practices, safety must be maintained, and unsafe practices avoided.

Personal Protection Equipment (PPE) should always be used during the installation process.

- Work boots
- Hard hat
- Safety Glasses / Proper eye protection
- Cut-Resistant gloves
- Safety vest
- Electrically rated PPE should be worn when working on interconnected Modules or other electrical system components.

To prevent shock:

- Disconnect ALL incoming power sources.
- More than one disconnect switch may be required to de-energize the equipment.
- Follow Lockout/Tag-out procedures.
- Request servicing by a qualified professional.
- Observe safety practices in every step of the process and report any unsafe or hazardous condition to your supervisor immediately.

SYSTEM SAFETY INFORMATION

DO NOT use bolts that have been previously tightened or pre-stressed bolts that are structurally compromised as these may not retain their strength when recycled.

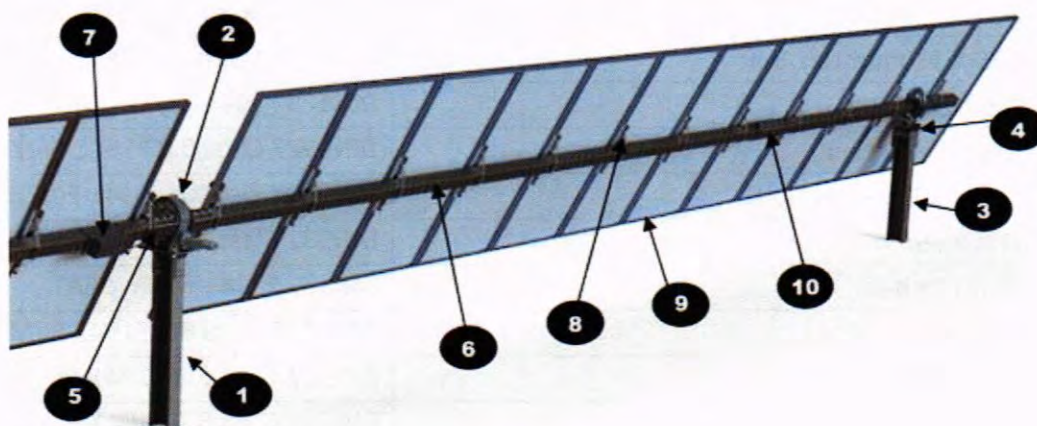
Read this document and review the project specific approved Construction Drawings before beginning installation work. This document is not prescriptive regarding safety and does not purport to address all the safety concerns that may arise with its use. The Owner should become familiar with all applicable safety, health, and regulatory requirements before beginning work.

OMCO Solar cannot be held responsible for any injuries or safety incidents during the installation of OMCO Origin Trackers or solar modules.

NOTICE: THE TRACKER SHOULD NOT BE MOVED PAST 45° IN EITHER DIRECTION (EAST OR WEST) BEFORE COMMISSIONING. BEFORE MOVING THE TRACKER, YOU MUST VERIFY THAT NO COMPONENTS ARE INTERFERING WITH EACH OTHER. FAILURE TO DO SO COULD RESULT IN COMPONENT DAMAGE AND REQUIRE REPLACEMENT PARTS.

3 COMPONENTS & HARDWARE

INDIVIDUAL TRACKER COMPONENTS



Item	Component	Purpose	Quantity Per Tracker
1	Drive Post	Mounts the Slew Drive and journal assemblies	1
2	Slew Drive and Motor	Rotates the tracker	1
3	Bearing Post	Mounts the bearing assemblies	Varies
4	Bearing Assembly	Allows the rotation of the torque tube	Varies
5	Journal Assembly	Connects the drive unit to torque tubes	2
6	Torque Tube	Connects all the module mounts together	Varies
7	Tracker Control Unit	Provides power to motor / slew drive unit	1
8	Module Mount	Supports the PV modules	Varies
9	PV Modules	Generate power	Varies
10	Splice	Connects adjacent torque tubes	Varies

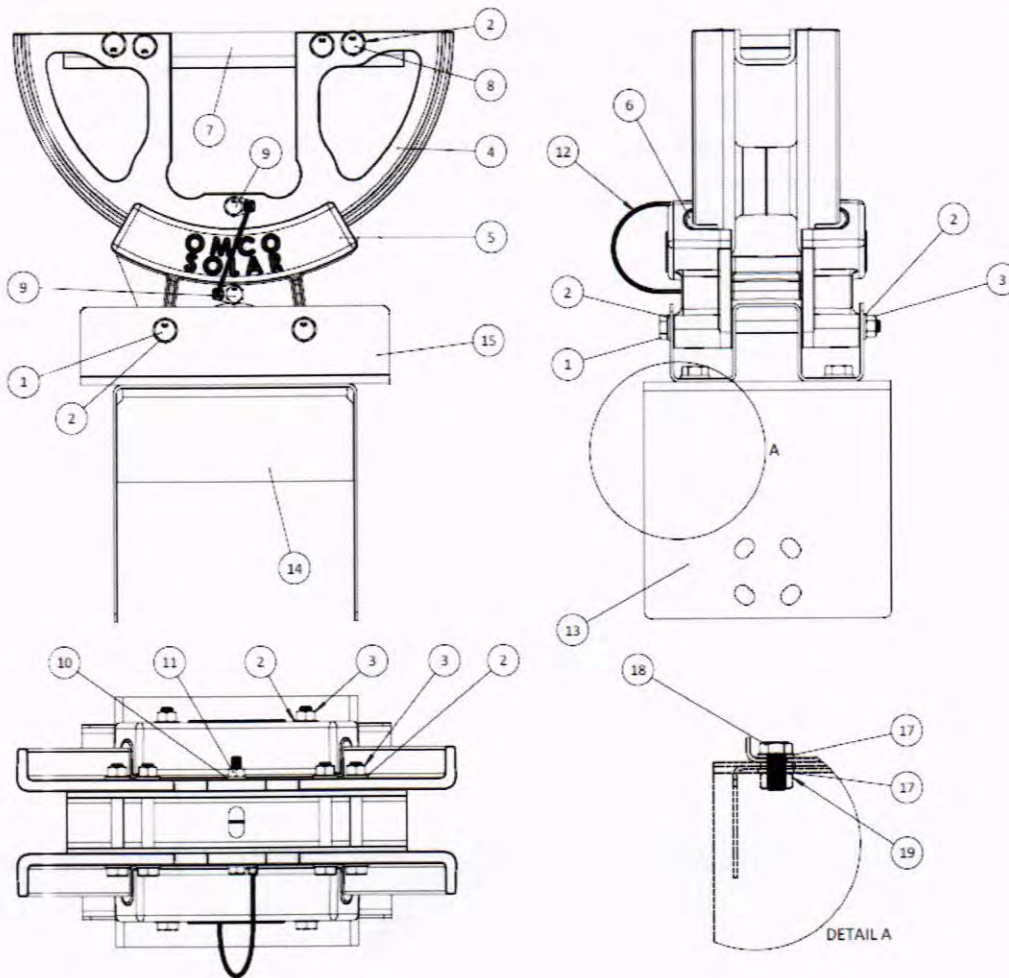
COMPONENTS & HARDWARE	SPECIFICATIONS
POST	Gr50 min. G235 Galv.
MODULE MOUNT BRACKET ASSEMBLY	Gr50 min. G90 Galv. UL2703 Load
TORQUE TUBE	Gr50 min. G90 Galv.
SLEW DRIVE AND MOTOR	UL 3703
BEARING ASSEMBLY	UL 3703
JOURNAL ASSEMBLY	Gr50 min. G90 Galv.
TRACKER CONTROL UNIT	UL 3703
TCU BRACKET	Gr50 min. G90 Galv.
GROUNDING STRAP	UL 467
M8-1.25 x 30mm Hex bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M8-1.25 X 90mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M8-1.25 X 130mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M8 Flat Washer	DIN125 F1941-Fe/Zn-15AT
M8-1.25 Hex Locknut	DIN6927 Class 8.8 F1941-Fe/Zn-15AT
M10-1.5 X 70mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M10-1.5 X 85mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M10 Flat Washer	DIN125 F1941-Fe/Zn-15AT
M10-1.5 Hex Locknut	DIN6927 Class 8.8 F1941-Fe/Zn-15AT
M12-1.75 X 25mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M12-1.75 X 40mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M12 Flat Washer	DIN125 F1941-Fe/Zn-15AT
M12-1.75 Hex Locknut	DIN6927 Class 8.8 F1941-Fe/Zn-15AT
M14-2.0 X 40mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M14-2.0 X 70mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M14 Flat Washer	DIN125 F1941-Fe/Zn-15AT
M14-2.0 Hex Locknut	DIN6927 Class 8.8 F1941-Fe/Zn-15AT
M16-2.0 X 60mm Hex Bolt	DIN931 Class 8.8 F1941-Fe/Zn-15AT
M16 Flat Washer	DIN125 F1941-Fe/Zn-15AT
M16-2.0 Hex Locknut	DIN6927 Class 8.8 F1941-Fe/Zn-15AT
INSTALLATION MANUAL	UL 3703
MARKING LABEL	UL 969

TORQUE REQUIREMENTS - UNLESS OTHERWISE NOTED	
M8 CONNECTIONS	16 ft-lb (22 N-m)
M10 CONNECTIONS	32 ft-lb (43 N-m)
M12 CONNECTIONS	55 ft-lb (75 N-m)
M14 CONNECTIONS	100 ft-lb (136 N-m)
M16 CONNECTIONS	177 ft-lb (240 N-m)

4 OMCO Origin SUB-ASSEMBLIES

BEARING ASSEMBLY

The OMCO Origin Bearing Assembly comes pre-assembled with the following components:



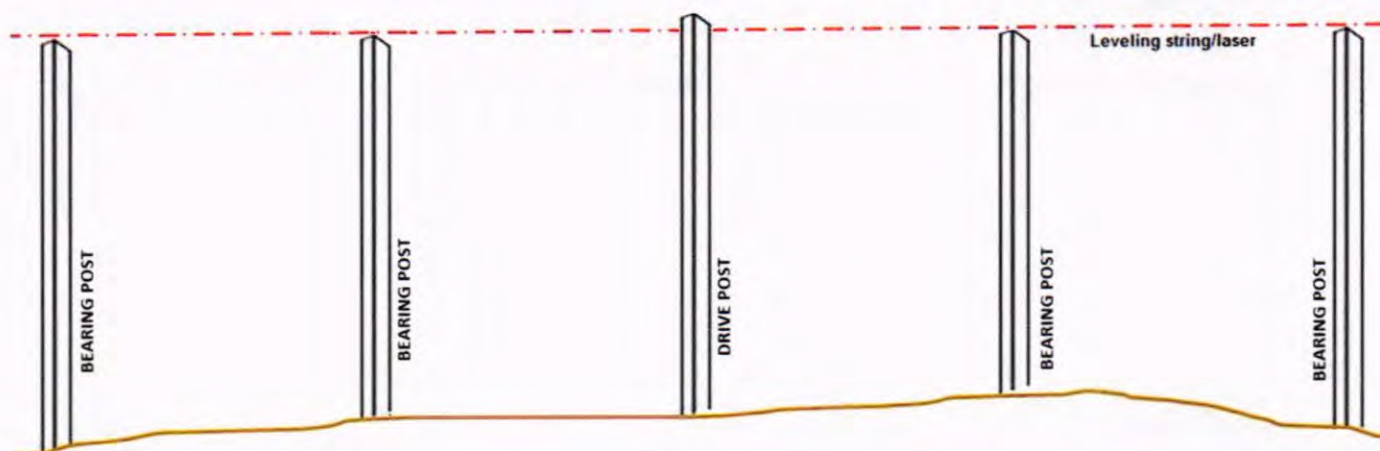
ITEM NO.	DESCRIPTION	QTY.
1	M10 X 180 Hex Head Bolt	2
2	M10 Washer	12
3	M10 Hex Nut	6
4	Bearing Rim	2
5	Bearing Saddle	2
6	Bearing Insert	2
7	Hold Down Bracket	1
8	M10 X 80 Hex Head Bolt	4
9	M8 X 90 Hex Head Bolt	2
10	M8 Washer	2
11	M8 Hex Nut	2
12	Grounding Jumper	1
13	Post Cap	1
14	Reinforcement Bracket	1
15	W Bracket	1
17	M12 Washer	8
18	M12 X 25 Hex Head Bolt	4
19	M12 Hex Nut	4

5 OMCO Origin TRACKING SYSTEM INSTALLATION

TRACKER POST INSTALLATION

Refer to the Tracker Post Installation Manual (OIM-301) for more detailed installation instructions.

- Install the Bearing Posts through driving or ballasting as required by the Construction Drawings.
- Install the Drive Posts through driving or ballasting as required by the Construction Drawings.
 - Align the Post height with a laser level or line level/leveling string
 - Use laser system or string line along the length of the row to maintain adequate reveal heights for a flat row with respect to grade.
 - Depending on terrain and topography, install reference Drive Post or string line points in the middle of the row to ensure tight string line.
- Install all Posts with the open side of the C facing South.

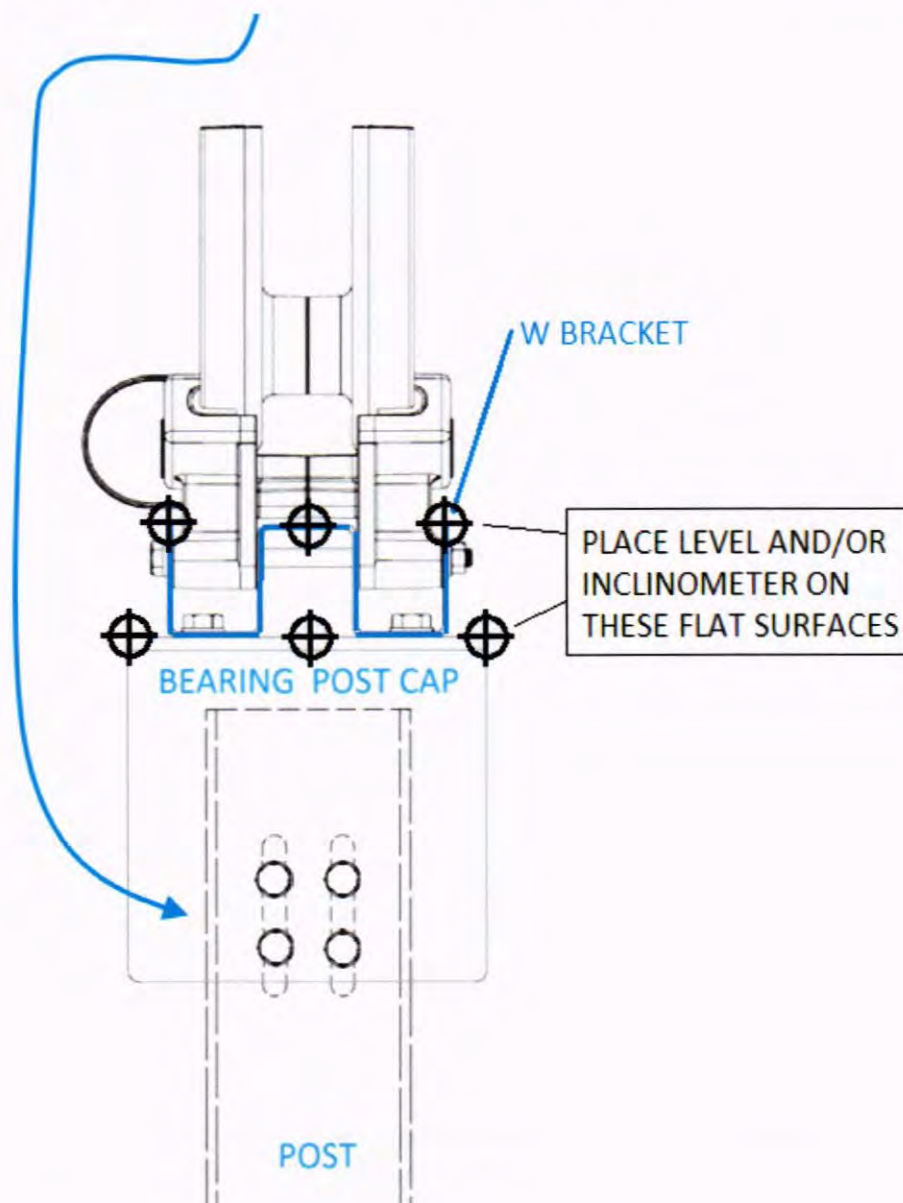


Tolerance Direction	Tolerance
East/West Post Variation	$\pm 0.75"$ From nominal
East/West Tilt variation	$\pm 1.0^\circ$ From nominal
Drive Post Twist	$\pm 3.0^\circ$ From nominal
Bearing Post Twist	$\pm 5.0^\circ$ From nominal
North/South Post Variation	$\pm 0.75"$ From nominal
North/South Tilt Variation	$\pm 1.0^\circ$ From nominal
Elevation – Post to Post	$\pm 1.5"$ From nominal
North/South Slope	$\pm 4.5^\circ$ or $\pm 8\%$ From nominal

NOTICE: * Alignment of Posts is a priority. Proper alignment of Posts facilitates precise installation. * If Posts do not meet tolerance requirements consult with your OMCO Solar Representative

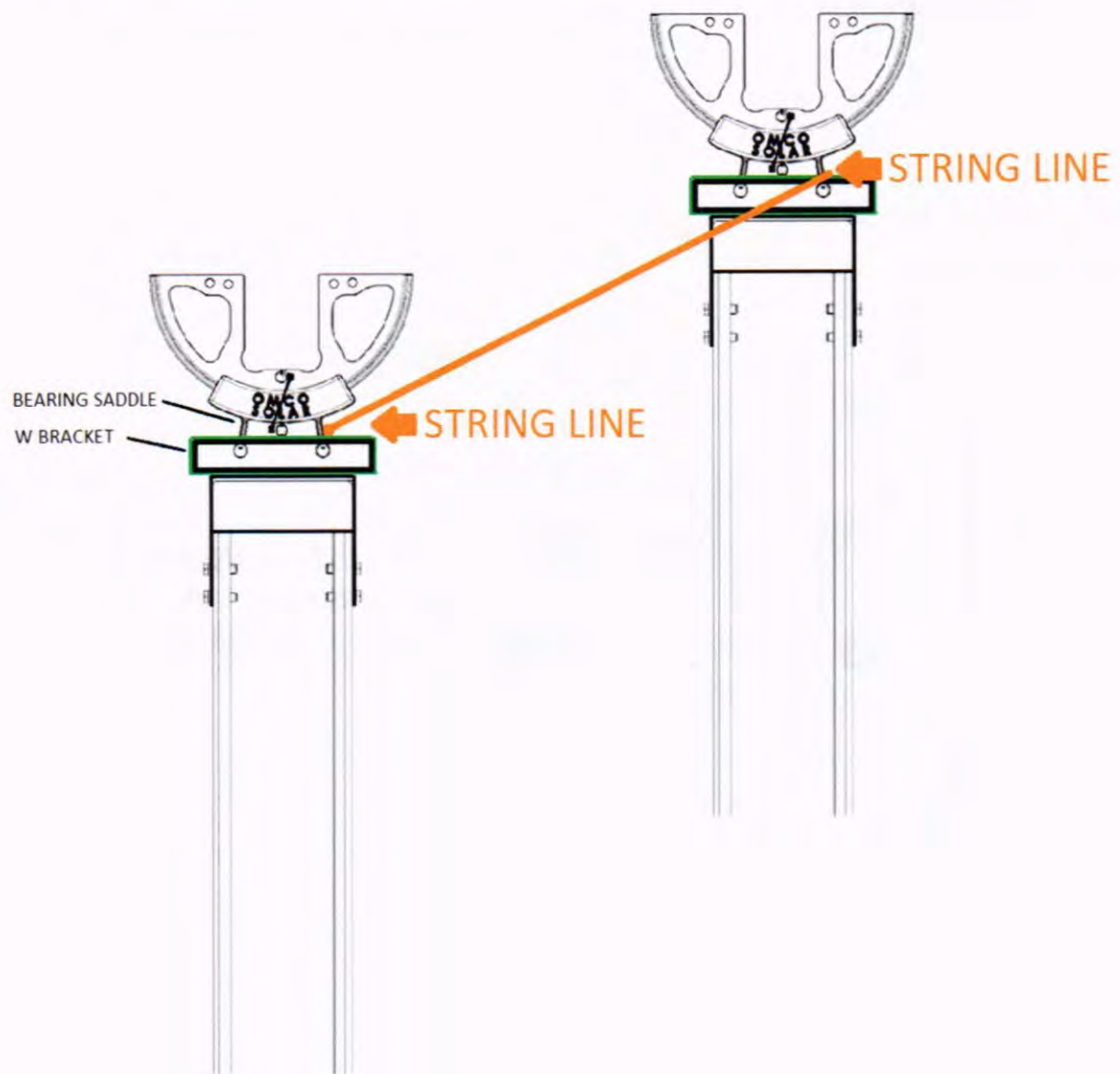
BEARING ASSEMBLY INSTALLATION & ALIGNMENT

1. Place all Bearing Assemblies on top of the Bearing Posts. – Hand tighten hardware.
2. Set the furthest North & South Bearing Assemblies.
 - a. Set the N/S Post Cap so that the bolt locations are centered in the vertical slots of the Post.
 - b. Set the Bearing Assemblies to the provided N/S tilt angle - use measurements from the flat steel Post Cap. *Refer to Construction Drawing Package for specific N/S Bearing Assembly angle. (use level & inclinometer to set proper alignment)*
 - c. Torque Post Cap to Post. Torque M12 Hardware bolts to 55 ft-lb to ensure Bearing Assembly alignment is fixed.



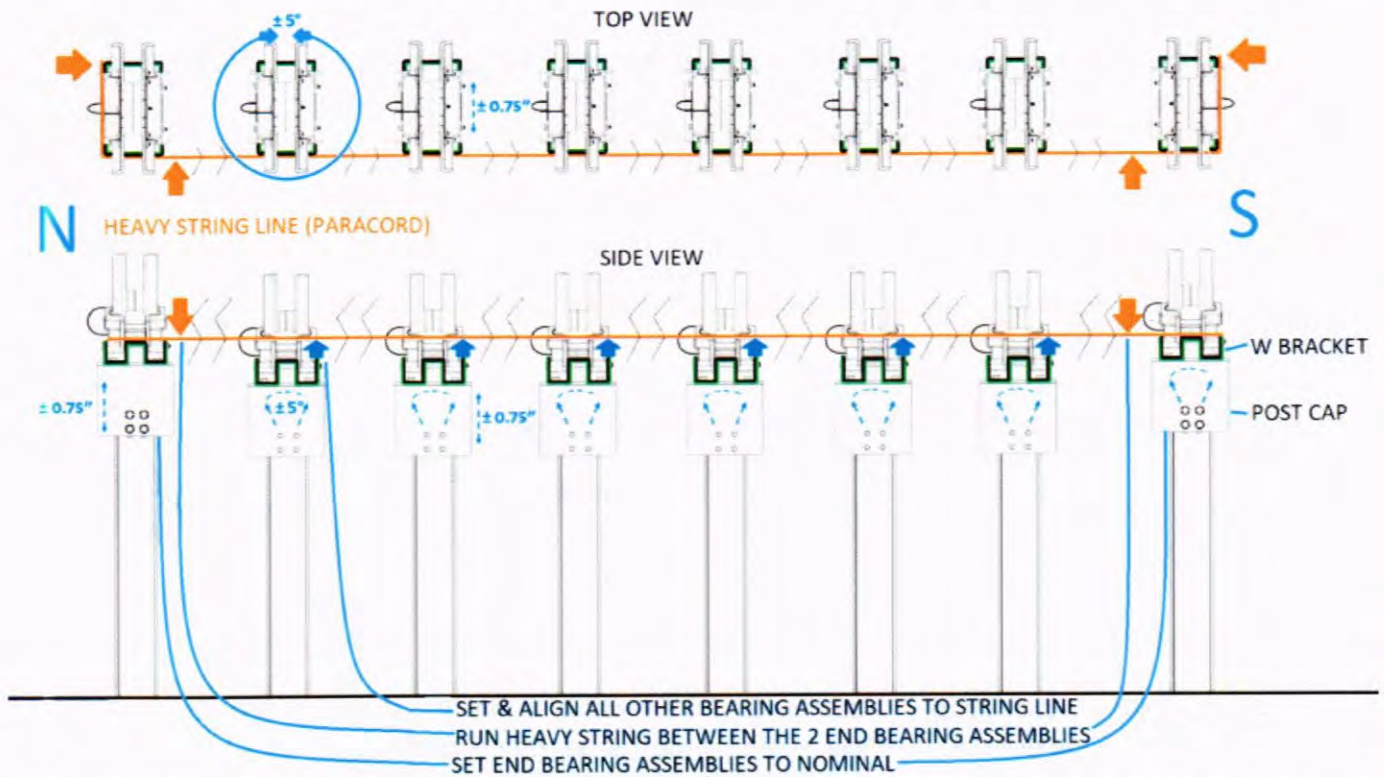
3. Set string line

- a. Use a larger diameter string line than conventional construction level string line ($1/4"$ paracord works well. *string line should not be able to sag or be altered by the wind*)
- b. Fix one end of the string line to either most northern or southern Bearing Assembly via clamp or tie off.
- c. Run the length of the string line to the opposite end of the tracker ensuring the string line lays at the intersection of the W Bracket and Bearing Saddle.

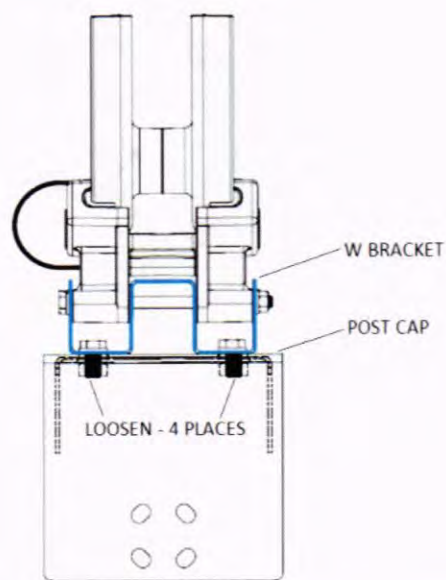


- d. Once the string line is located across the entire length of the tracker tie off the end of the string line to the last Bearing Assembly. (String must be tied tight enough keep string line from sagging.)

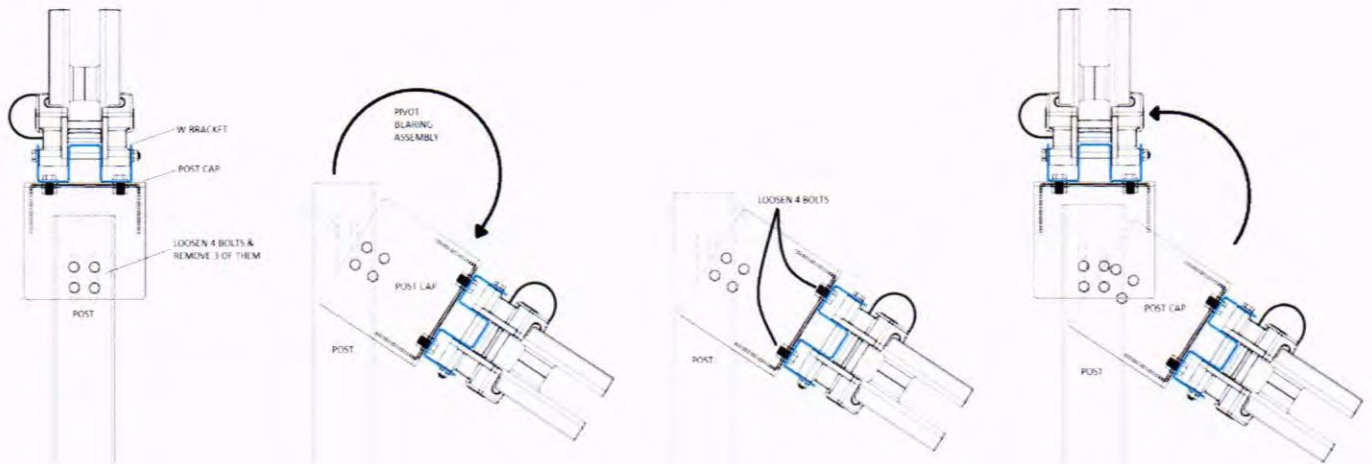
- Starting at one end of the tracker begin inspecting Bearing Assemblies alignment by attempting to position them to allow string line to sit flush at the W Bracket to Bearing Saddle intersection.



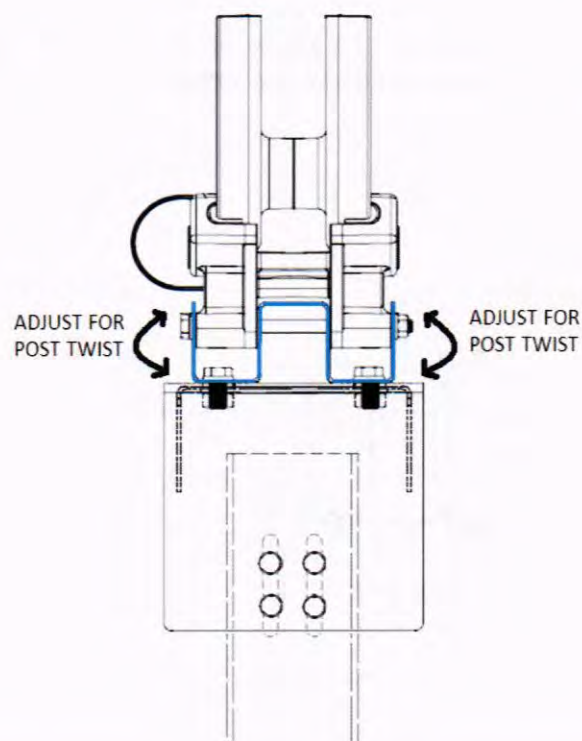
- If the Bearing Assembly can be set correctly to the string line with only vertical & N/S adjustments, then mark & hold position while all Post Cap to Post Hardware is torqued to 55 ft-lb.
- If E/W or Post twist adjustments are needed to allow the string line to sit flush, then the 4 bolts connecting the W Bracket to the Post Cap will need to be loosened.



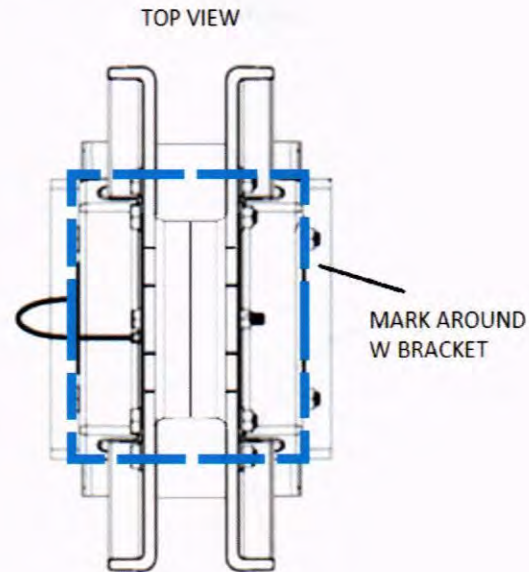
- a. To loosen these bolts remove 3 of the four bolts holding the Post Cap to the Post on both sides and pivot the Bearing Assembly over the top of the Post. This will allow you access to the bolts connecting the W Bracket to the Post Cap.
- b. Once the bolt connections are loose pivot the Bearing Assembly back on top of the Post.



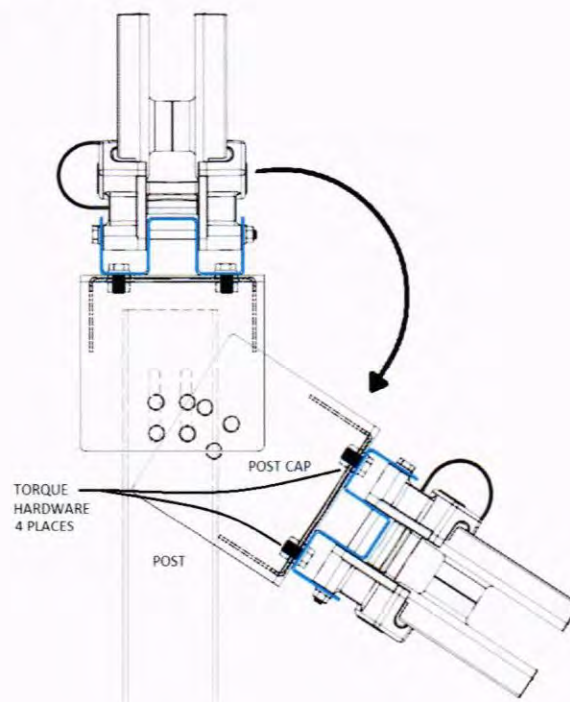
7. Manipulate the upper Bearing Assembly to the desired E/W location and accommodate Post twist to ensure string line maintains flush placement at the intersection of the W Bracket to Bearing Saddle.



8. Mark the W Brackets location on the Post Cap.

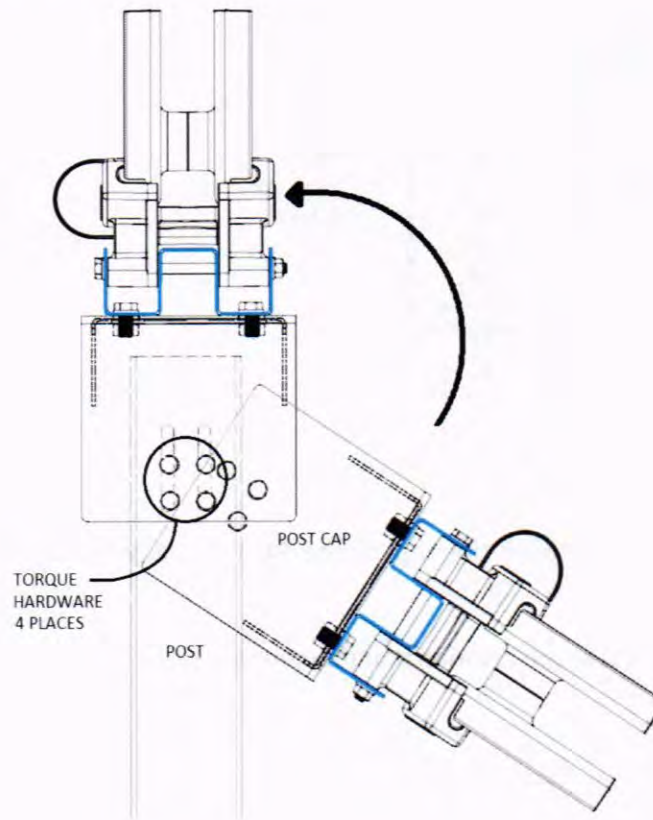


9. Pivot the Bearing Assembly again over the top of the Post to allow access to the four M12 Bolts connecting the W Bracket to the Post Cap.
10. Ensure that the W Bracket is still in the position you marked in step 8.
11. Torque down bolts to 55 ft-lb



12. Return Bearing Assembly back on top of Post.

13. Realign to desired vertical and N/S tilt positions to the mark made in step 5 and torque down the Post Cap to Post. M12 - 55 ft-lb

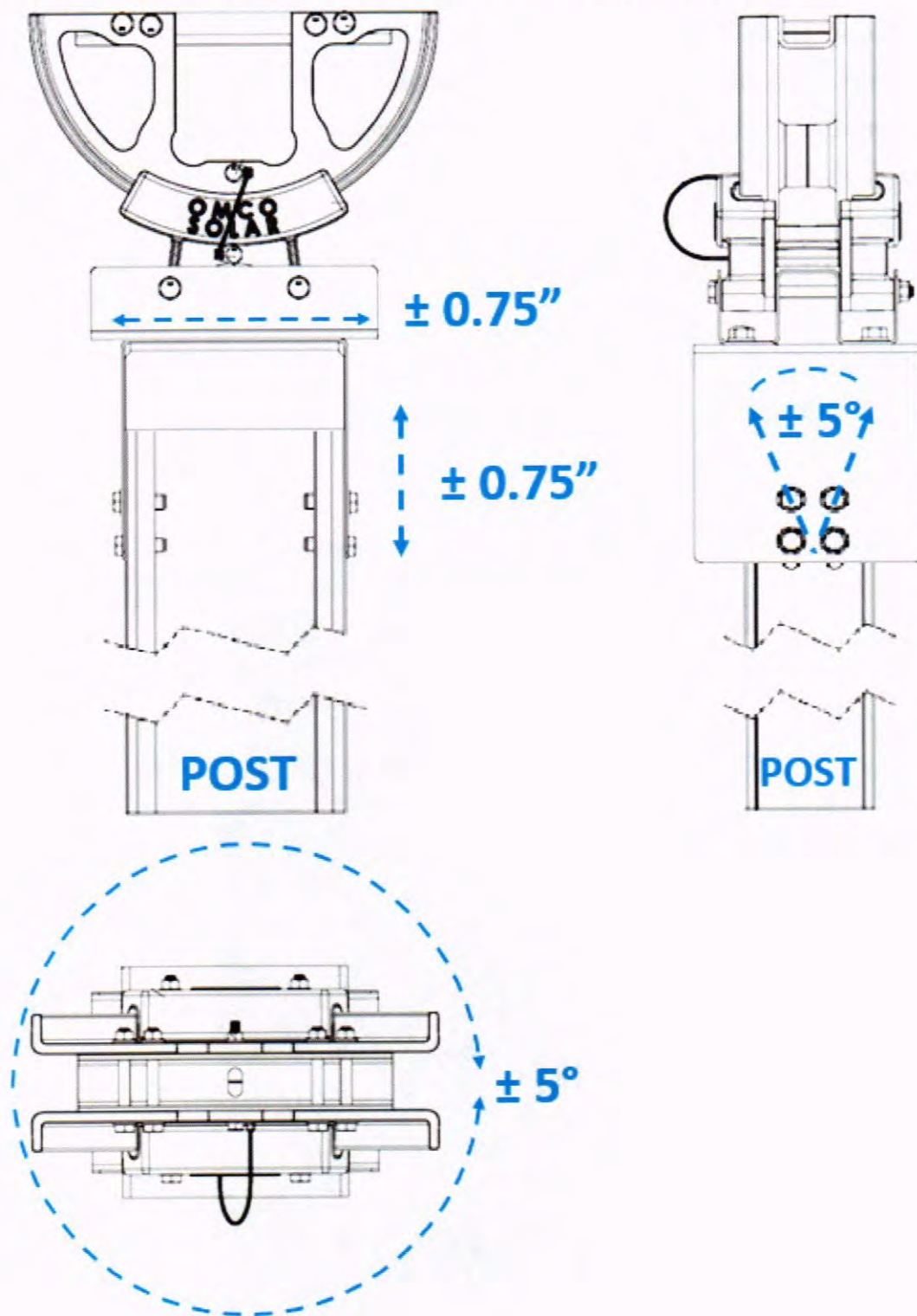


14. Repeat steps 4 through 10 on all Bearing Assemblies.

15. Once entire row is aligned, remove string line and repeat process on the next row.

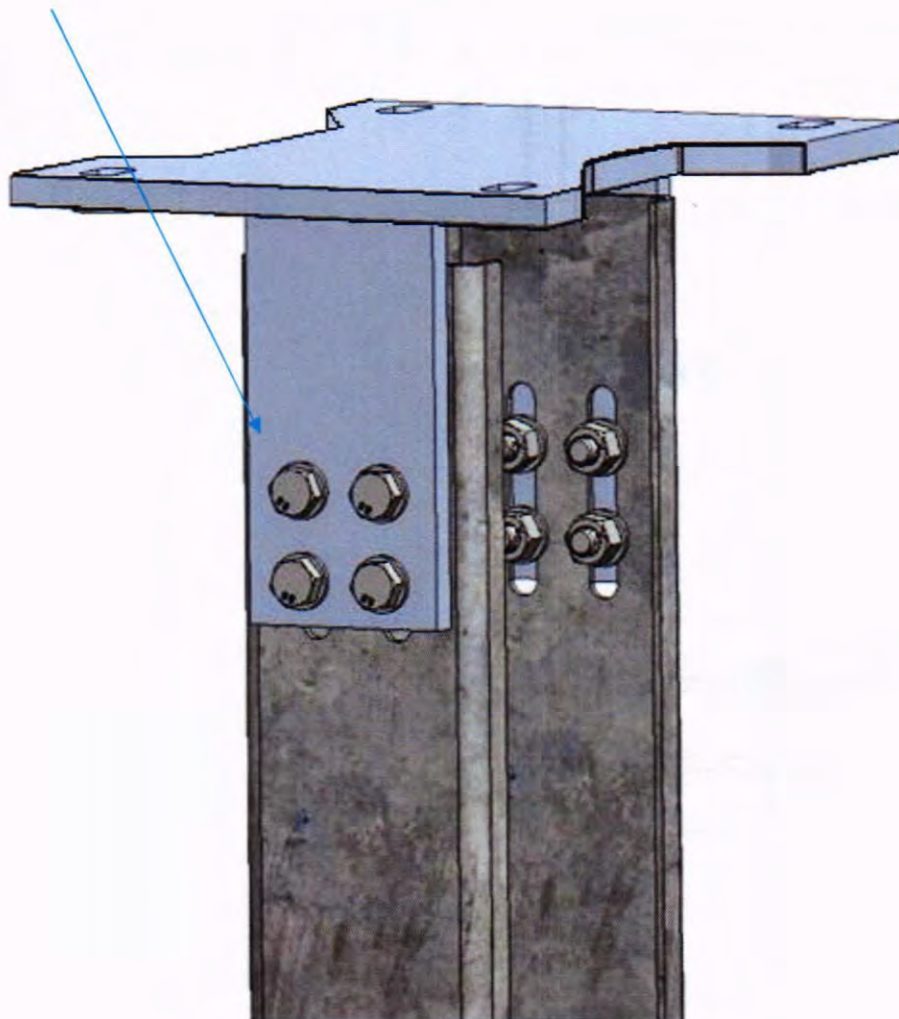
BEARING ADJUSTABILITY

The OMCO Origin Bearing Assembly can be adjusted to accommodate Post Install variations.



DRIVE MOUNT INSTALLATION

- The Drive Mount is used to mount the Slew Drive to the Post.
- Locate Drive Mount on the Slew Drive Post.
- Install hardware with Drive Mount centered on mounting slots.
- Adjust North-South tilt in accordance with construction drawings.
- Torque hardware to proper torque
- Fasteners:
 - 8 each M12-1.75 X 50 mm Hex Bolts
 - 8 each M12-1.75 Hex Nuts
 - 16 each M12 Flat Washers
- Torque to 55 ft-lb



SLEW DRIVE INSTALLATION

- Locate Slew Drive on the Drive Mount

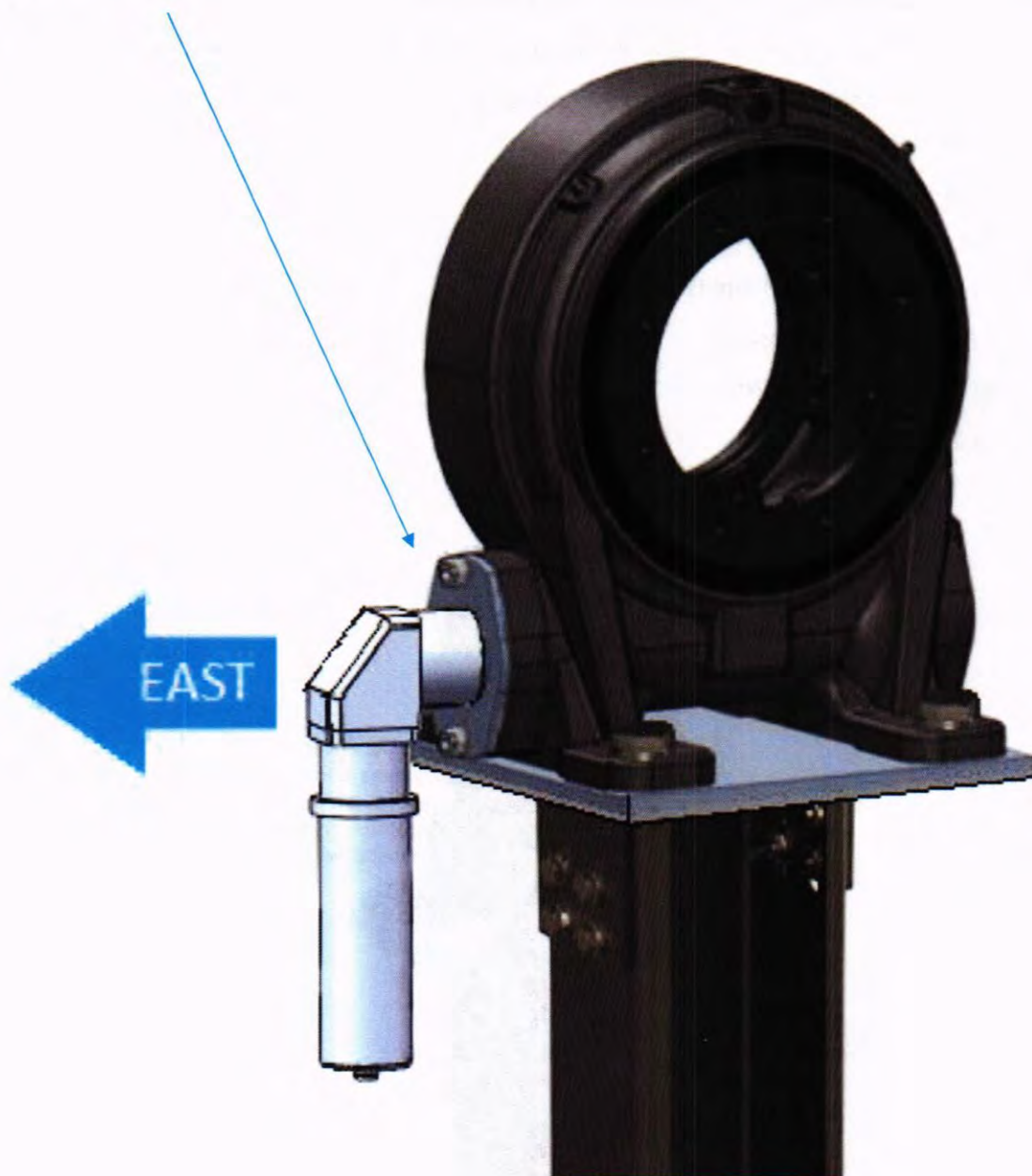
CAUTION: Slew Drive is very heavy, use a team lift or mechanical assistance to install

- Align the Slew Drive with the motor port facing **East**
- The Slew Drive is shipped with a Dust Cover installed. Do not remove Dust Cover until you are ready to install the Slew Drive Motor.
- Install hardware with Slew Drive centered on mounting slots
 - If Drive Post is outside of allowed tolerance, adjust mounting slots to correct misalignment
- Slots in the drive mount may be used to accommodate issues with post location – north-south, east-west, or twist
- Torque hardware to proper torque
- Fasteners:
 - 4 each M16-2.0 X 60 mm Hex Bolts
 - 8 each M16 Flat Washers
 - 4 each M16-2.0 Hex Nuts
- Torque to 177 ft-lb



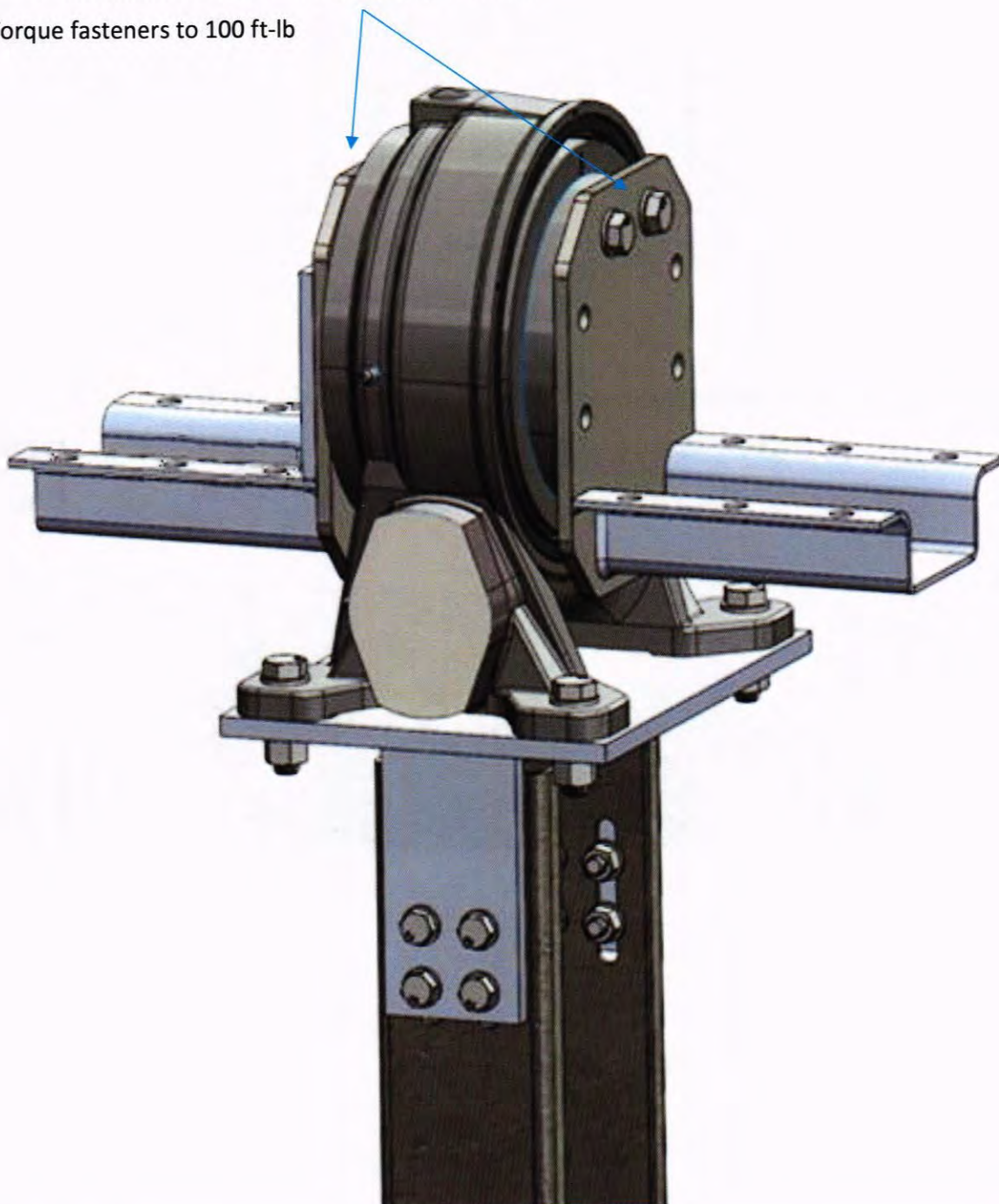
SLEW DRIVE MOTOR INSTALLATION

- Remove protective coverings on motor and motor installation port (Dust Cover) on Slew Drive
- Locate motor on motor port and align shaft key with keyway
- Install and torque fasteners
- Fasteners:
 - 2 each M10 X 30 mm Cap Head Bolts
- Torque to 15 ft-lb



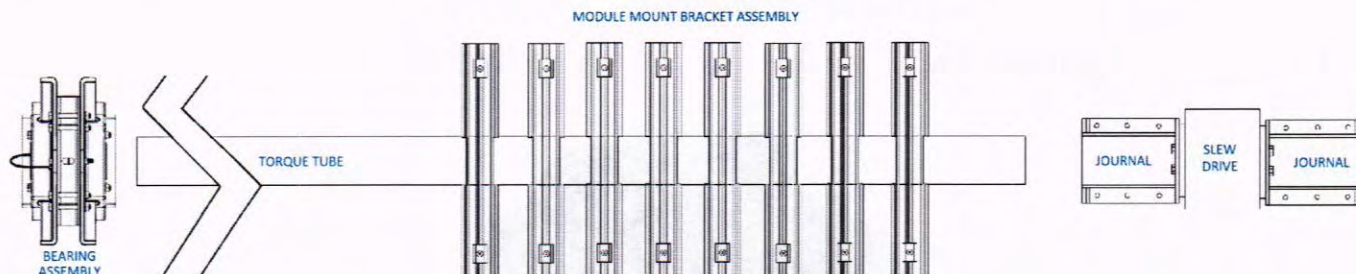
JOURNAL INSTALLATION

- Position the Journal backing plate against the Slew Drive
- Install only the upper two fasteners on each side and torque properly
- The Slew Drive is fully sealed and no extra sealing is needed between the Journals and the Slew Drive
- Fasteners (per side):
 - 2 each M14-2 x 70mm Hex Bolts & Washers
- Torque fasteners to 100 ft-lb



MODULE MOUNT PRE-INSTALLATION

- Prior to installation of the torque tubes in the bearings, slide the Module Mount Bracket Assemblies over the Torque Tube
- Place the correct number of Module Mount Bracket Assemblies over the tube per the construction drawings

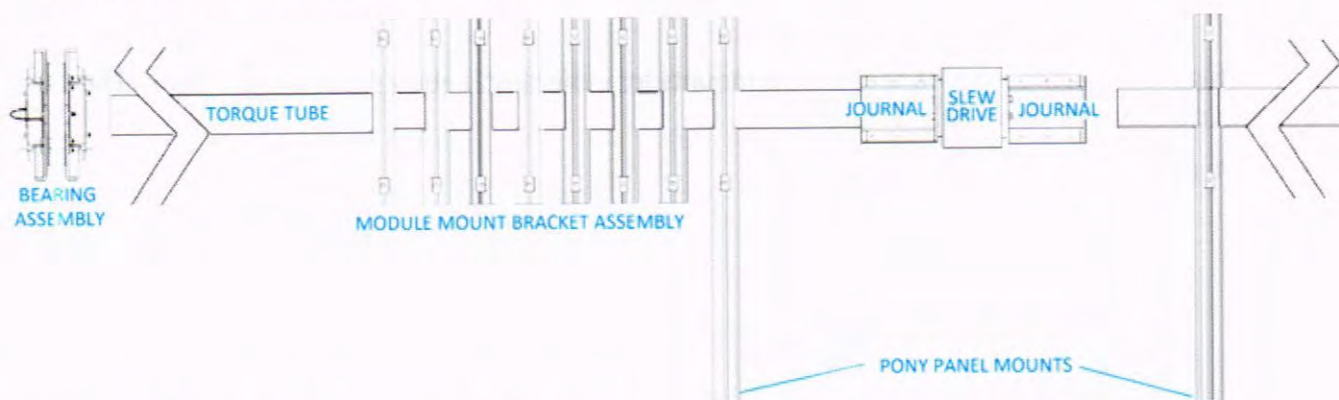


If the trackers at the site are AC powered, the Tracker Control Units will say “SINGLE-LINE CONTROLLER”.

AC



- For DC powered sites, install the two longer module mount bracket assemblies (PONY PANEL MOUNT) in the locations on either side of the drive

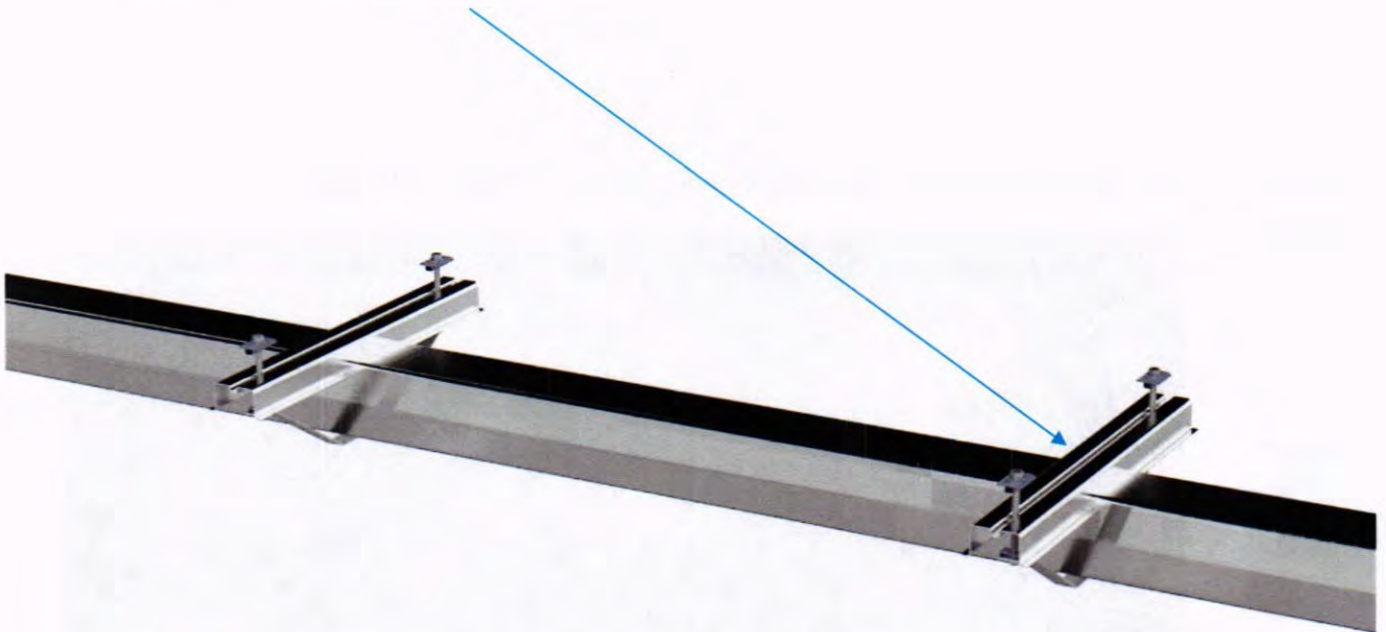


If the trackers at this site are DC powered, the Tracker Control Units will say "SELF-POWERED CONTROLLER".

DC

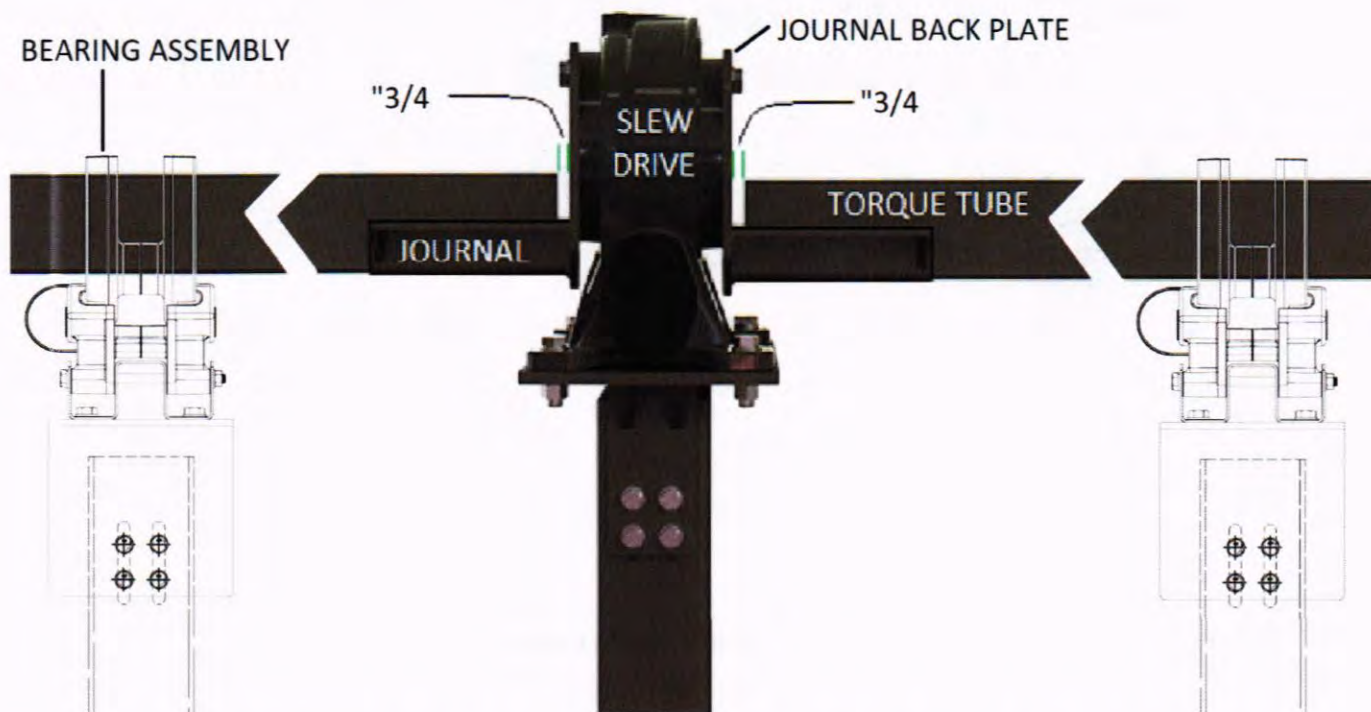


- Refer to site-specific drawings for quantities and locations
- Space the module mount bracket assemblies to their approximate location based on the construction drawing
 - This step is just to position the module mounts for easier installation, exact positioning will be performed during module installation
 - Do not tighten bolts at this time

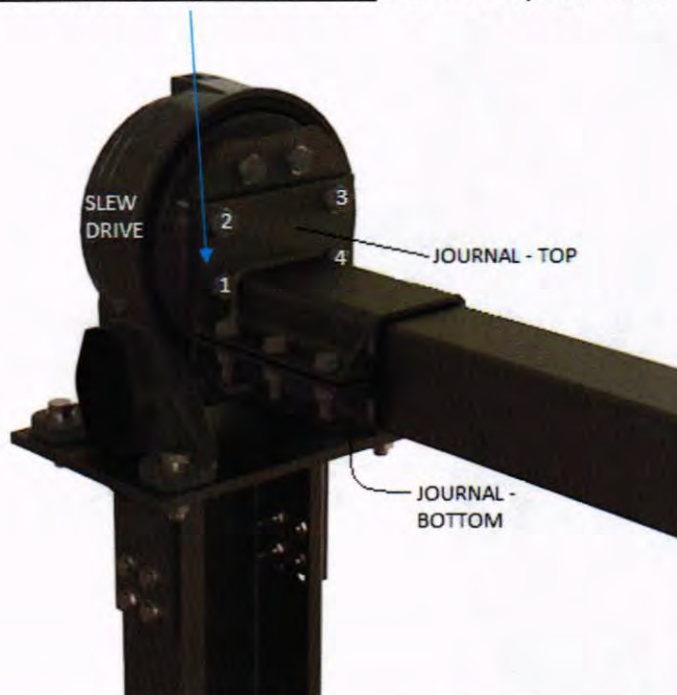


DRIVE TORQUE TUBE & GROUNDING STRAP INSTALLATION

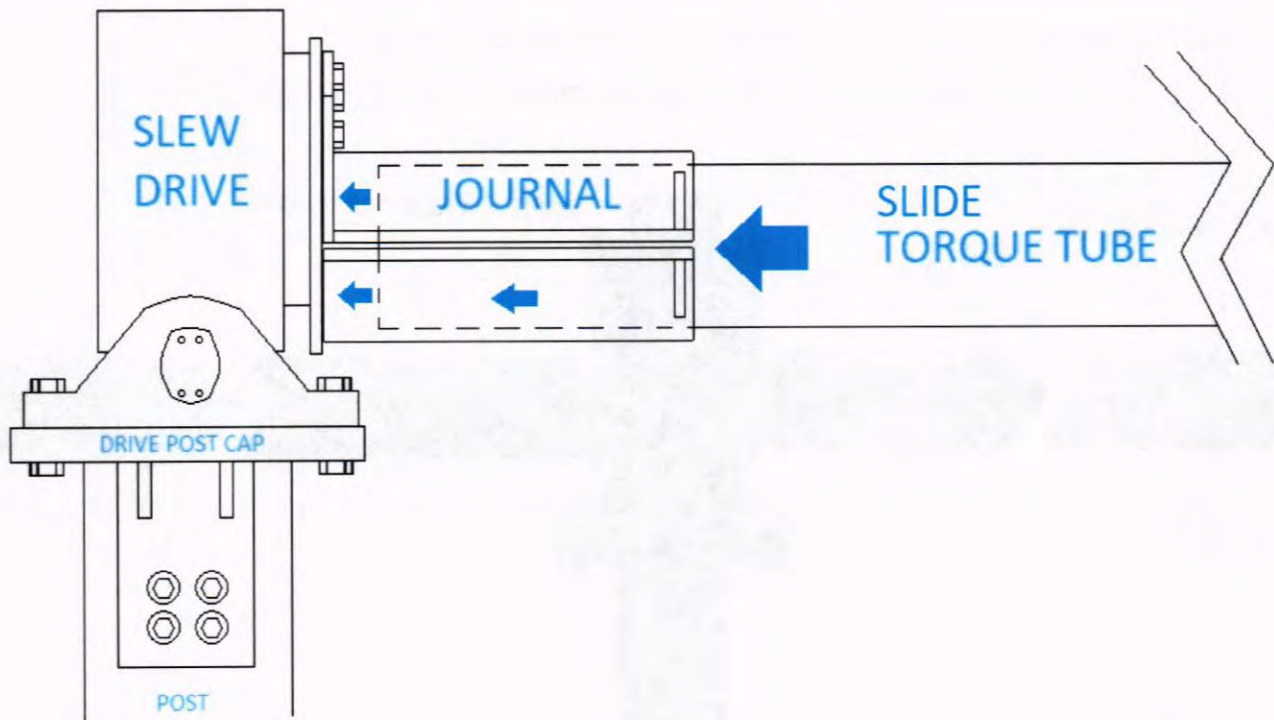
- Place the Torque Tubes that connect to the Slew Drive in the Bearing Assemblies
- Slide the Torque Tube into the Journal on each side of the Slew Drive
 - Maintain $\frac{3}{4}$ " clearance between the Journal Backing Plate and the Torque Tube



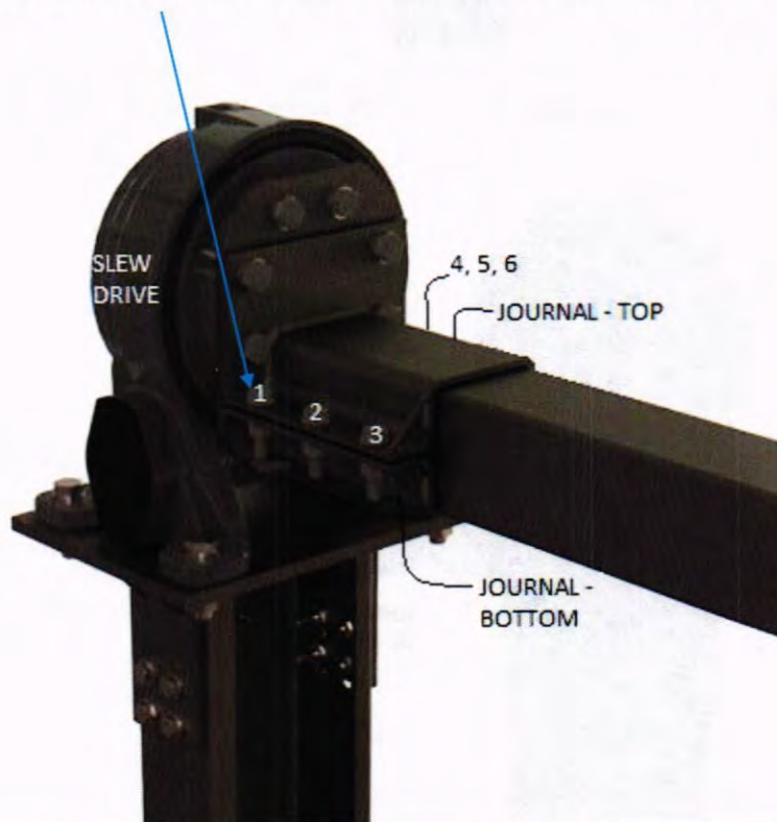
- Install but **do not tighten the four M14 bolts** from the top Journal section into the Slew Drive



- Slide the torque tube until it touches the Journal Backing Plate

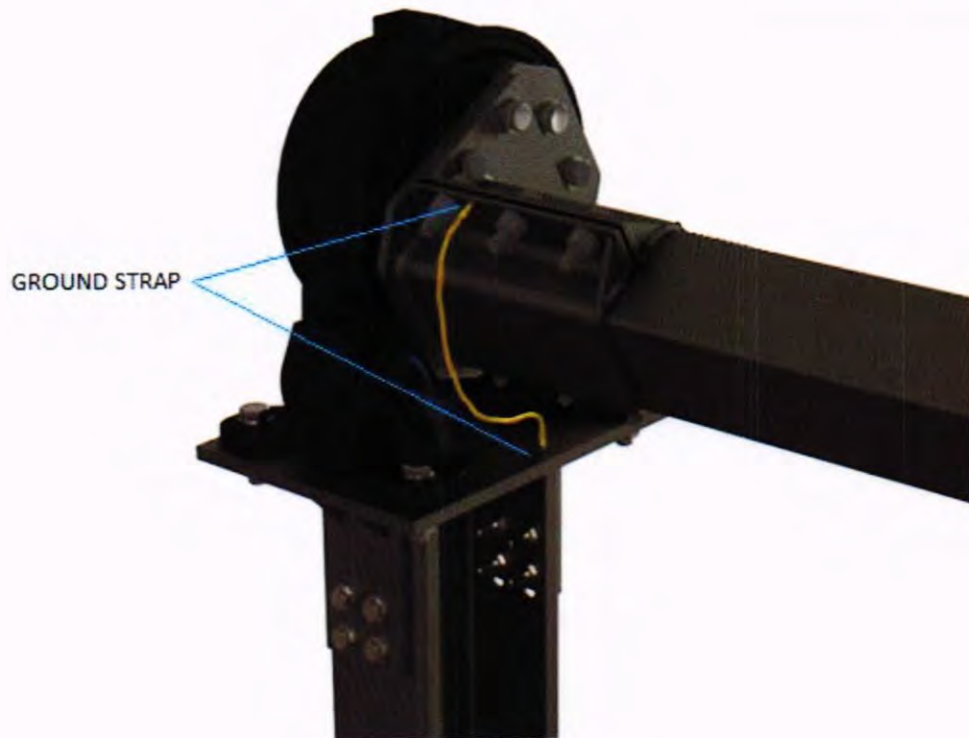


- Install and hand tighten the six M12 Hardware locations holding the top Journal section to the bottom half



- Torque the six M12 Hardware locations holding the top Journal section to the bottom half to 55 ft-lb
- Return to the four M14 Bolts holding the top Journal section to the Slew Drive and torque to 100 ft-lb
- Fasteners (on each side of Slew Drive):
 - 2 each M14-2 x 70 mm Flanged Hex Bolt
 - 8 each M14-2 X 40 mm Hex Bolt
- Torque M14 hardware to 100 ft-lb

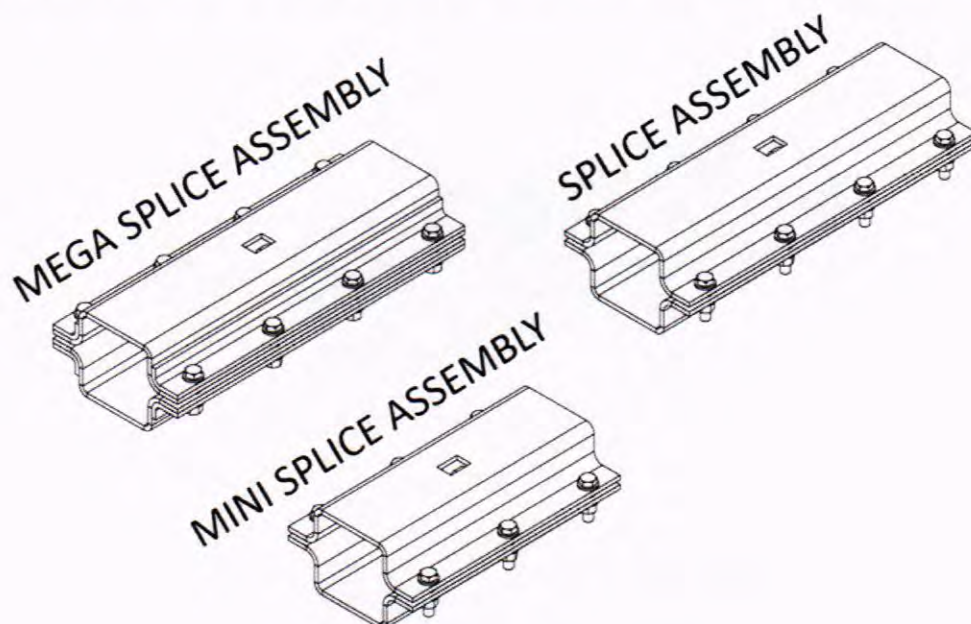
- Install the grounding strap between the Journal and the Drive Mount
- Fasteners (for grounding strap):
 - 2 each M8-1.25 x 30 mm Hex Bolt
 - 2 each M8 Flat Washer (install next to grounding strap lug)
 - 2 each M8-1.25 Hex Nut
- Torque M8 hardware to 10 ft-lb



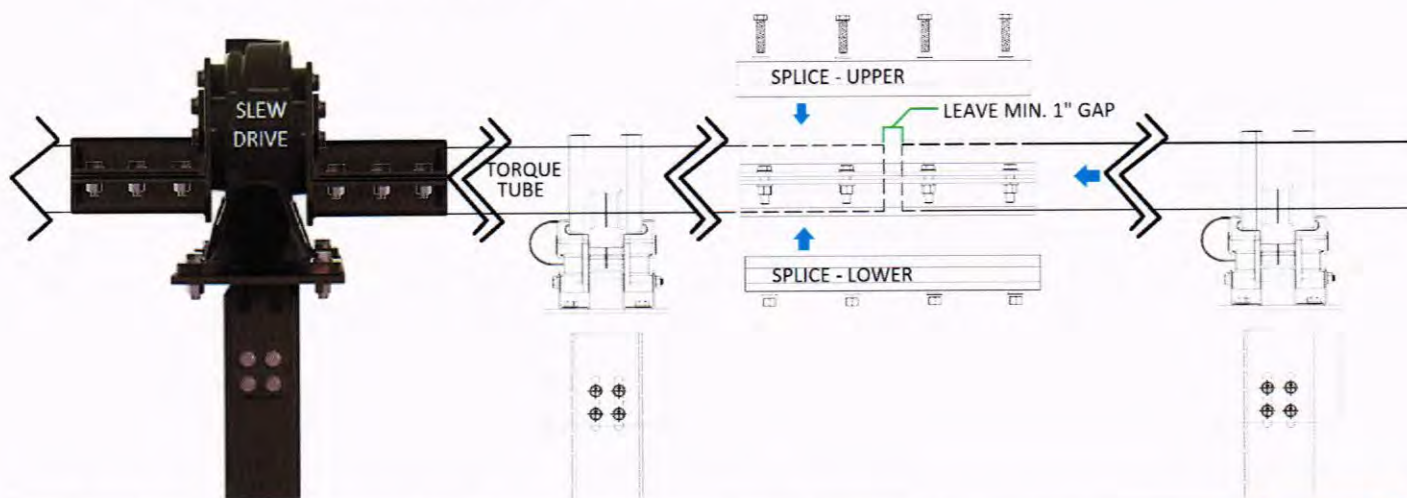
ADDITIONAL TORQUE TUBE INSTALLATION

- There are three different Torque Tube Splices.

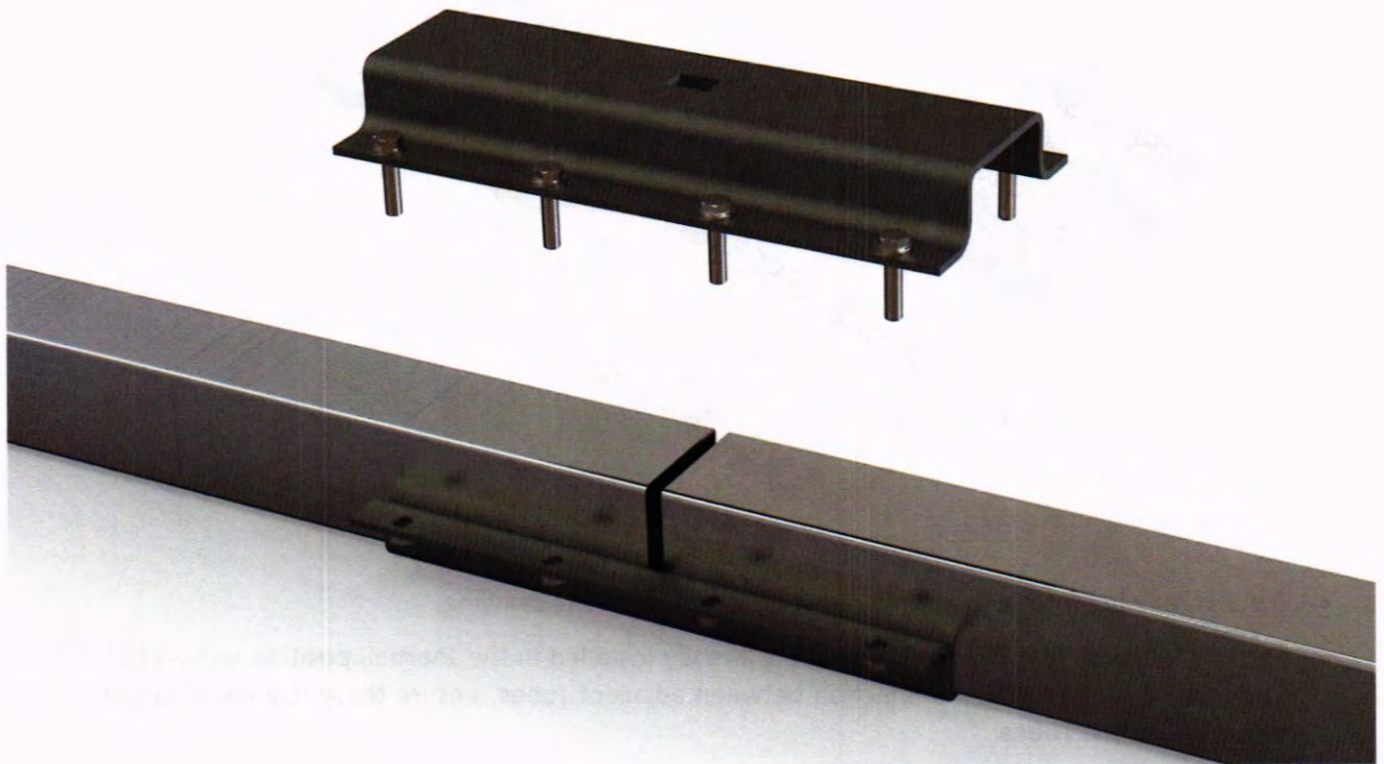
Refer to site-specific Construction Drawings for type & location of your specific project requirements.



- Place remaining torque tubes in bearing assemblies per site drawing.
- Starting with the first Torque Tube that is already installed in the Journal, position one half of Torque Tube Splice on top of the connection between adjacent tubes, ensure there is a minimum of 1" gap between Torque Tubes.
- Align other half of Torque Tube Splice and secure with nuts and bolts
- Slide exterior Torque Tube inwards toward the Slew Drive until both edges of the adjacent Torque Tube is resting against the bent tab in the center of the Splice. (this will ensure the Torque Tubes are equally spaced inside of the Splice)

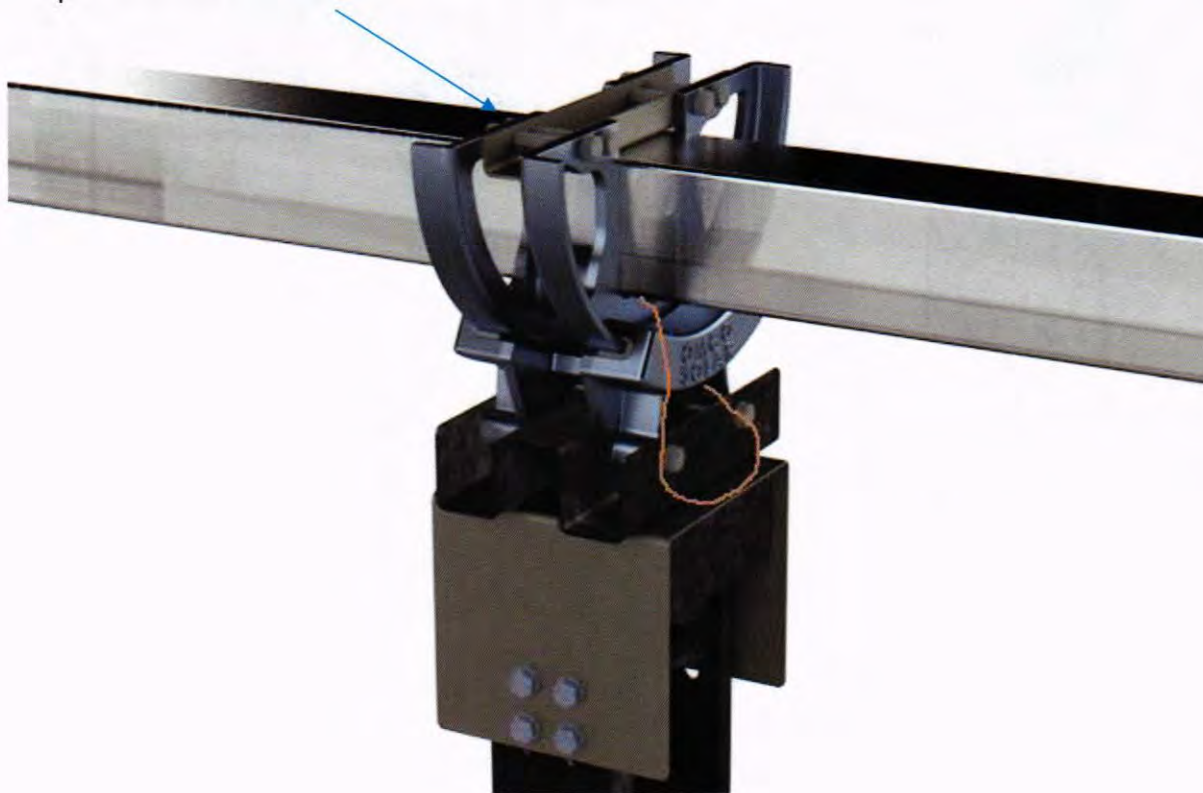


- Torque M12 Hardware to 55 ft-lb
- Fasteners (quantity dependent on splice type)
 - 6 (or 8) each M12-1.75 X 50 mm Hex Bolt
 - 6 (or 8) each M12-1.75 Hex Nut



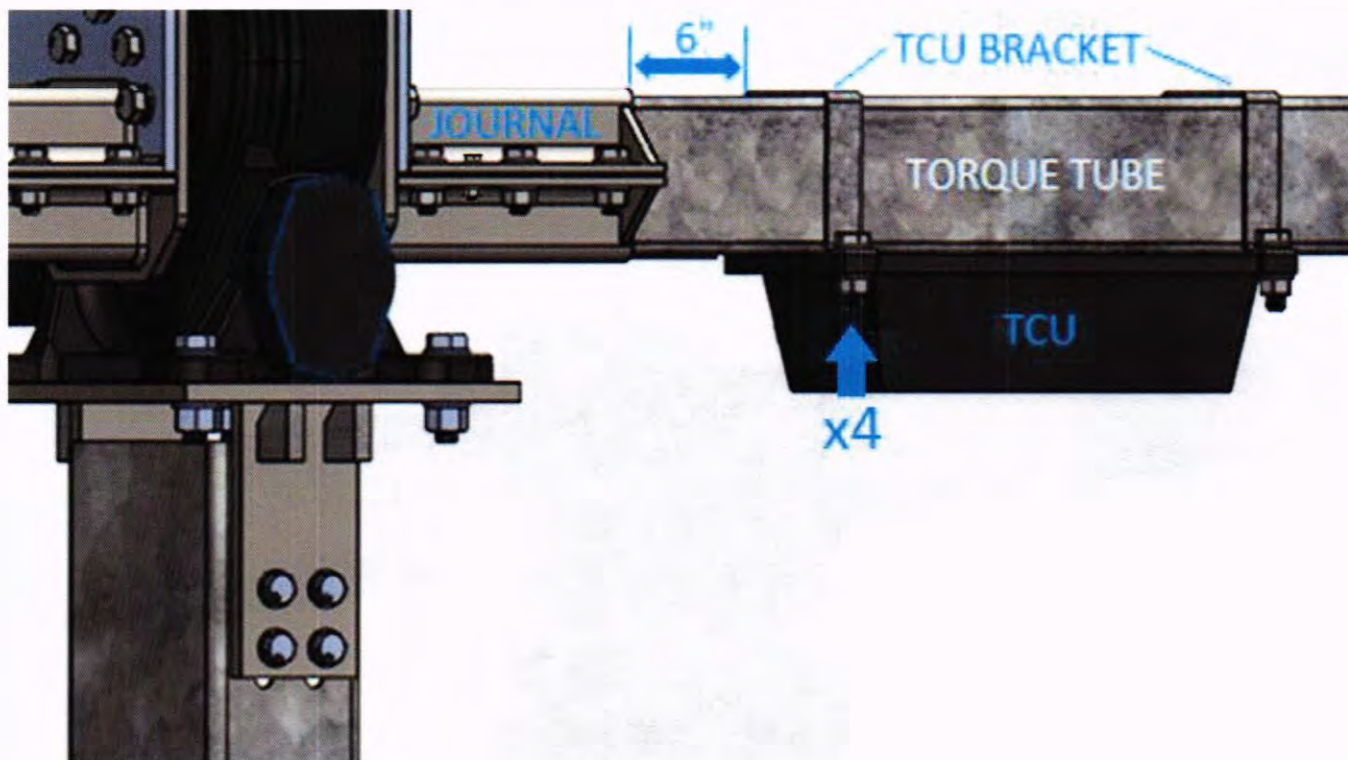
HOLD DOWN INSTALLATION

- Align the holes in the Hold Down with the holes in the Rim Bearing
- Secure the Hold Down with bolts and nuts
- To ensure adequate electrical bonding, the Hold Down needs to be in firm contact with the torque tube
- Compress the Hold Down onto the torque tube
 - Install both bolts and nuts on one side of the Rim Bearing
 - Using a large screwdriver or pry bar between the bolt and the Hold Down, **apply a downward force on the Hold Down as the bolts and nuts are tightened**
- Install the Self-Drilling screw into the middle of the slot on the Hold Down until the screw is flush with the Torque Tube
- Fasteners:
 - 4 each M10-1.5 X 85 mm hex bolt
 - 4 each M10-1.5 hex nut
 - 8 each M10 Flat Washer
 - 1 each #12 Self-Drilling Screw
- Torque to 20 ft-lb

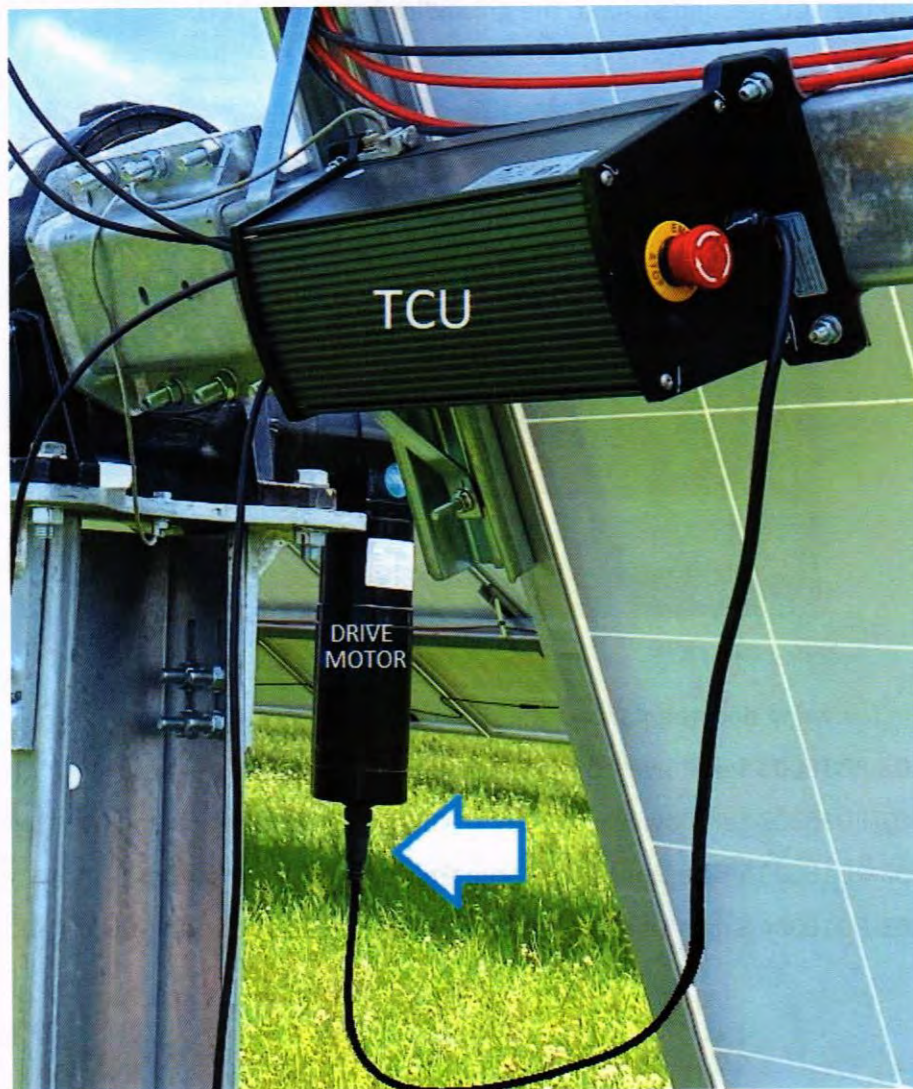


TRACKER CONTROL UNIT INSTALLATION

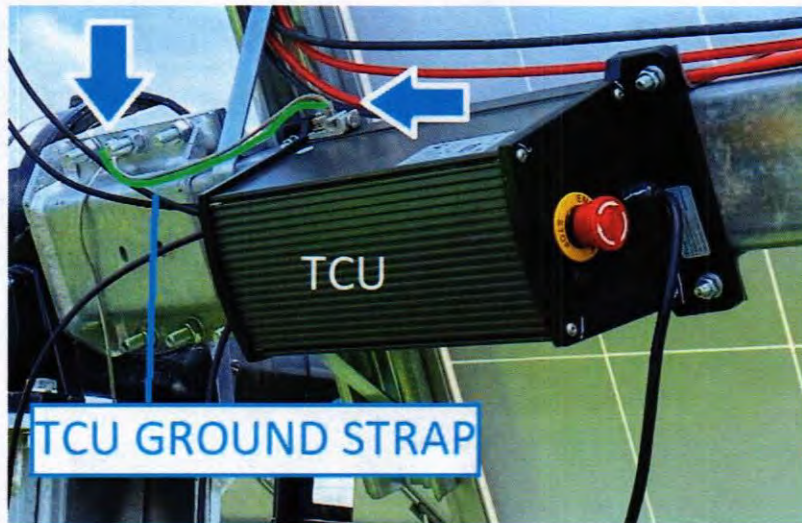
- Tracker Control Unit is mounted to torque tube six inches from the edge of the Journal
 - **Ensure the grounding lug is closest to the Slew Drive.**
- Place the Tracker Control Unit mounting brackets over the Torque Tube and support the Tracker Control Unit under the Torque Tube
- Install and torque fasteners.
 - Fasteners:
 - 4 each M8 X 30 mm hex bolt
 - 4 each M8 hex lock nut
 - 8 each M8 Flat Washer
 - Torque the M8 hardware 15 inch-pounds. Torque ground lug to 15 in-lb.



- Connect the TCU to the Slew Drive Motor electrical connector



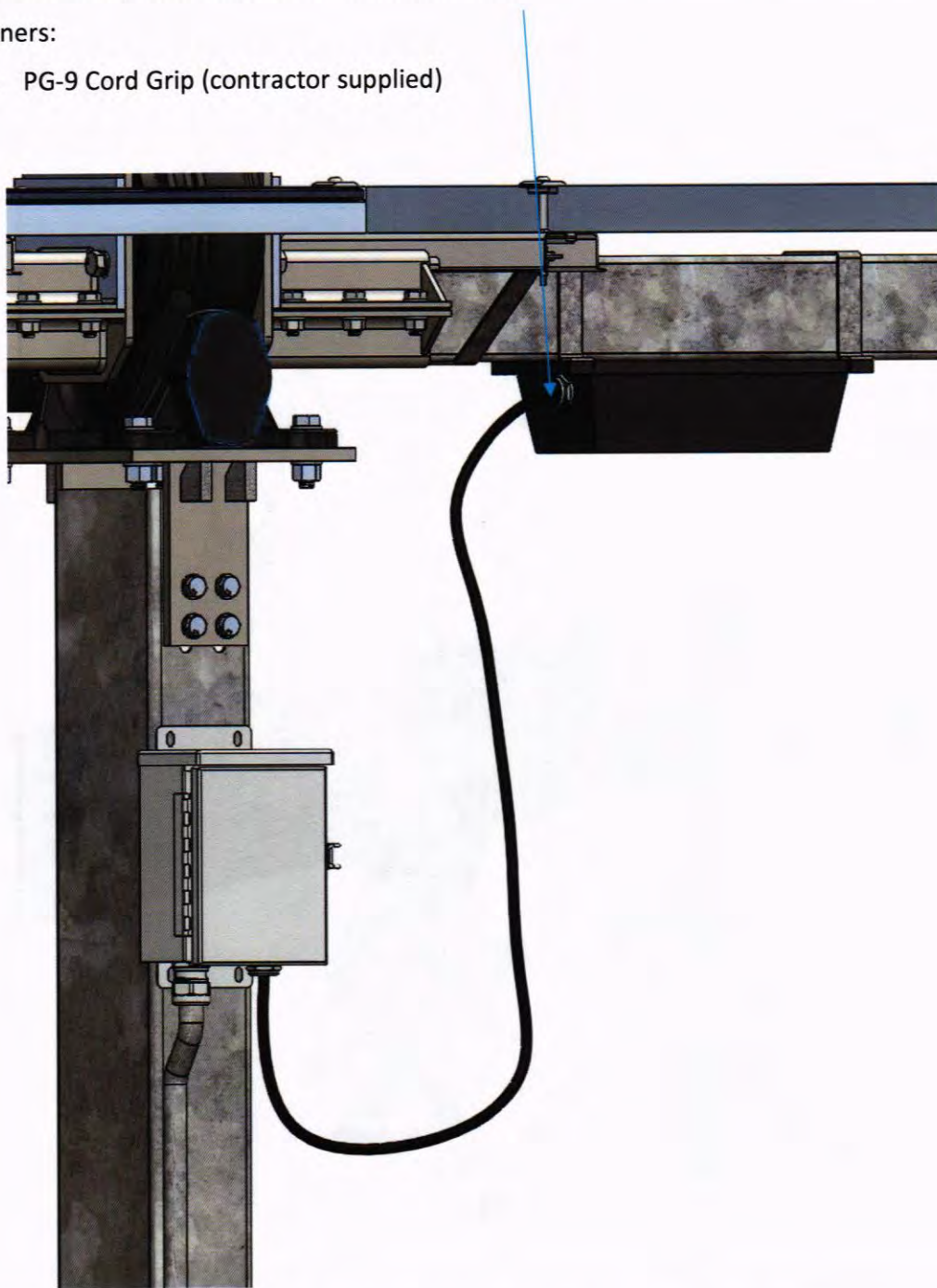
- One end of the TCU Ground Strap must be installed in one of the fasteners on the Journal, connect the other end of the TCU Ground Strap to the grounding lug on the TCU.



- Refer to the following documents for additional details on controls installation:
 - D003-PD16003 Self-Powered Quick Setup Guide (for DC installations)
 - D007-PD16002 Self-Powered PV Tracker Controller Installation and Maintenance Manual
 - D005-PD16003 Single Line Quick Setup Guide (for AC installations)
 - D005-PD16004 Single Line Tracker Control Unit Installation and Maintenance Manual

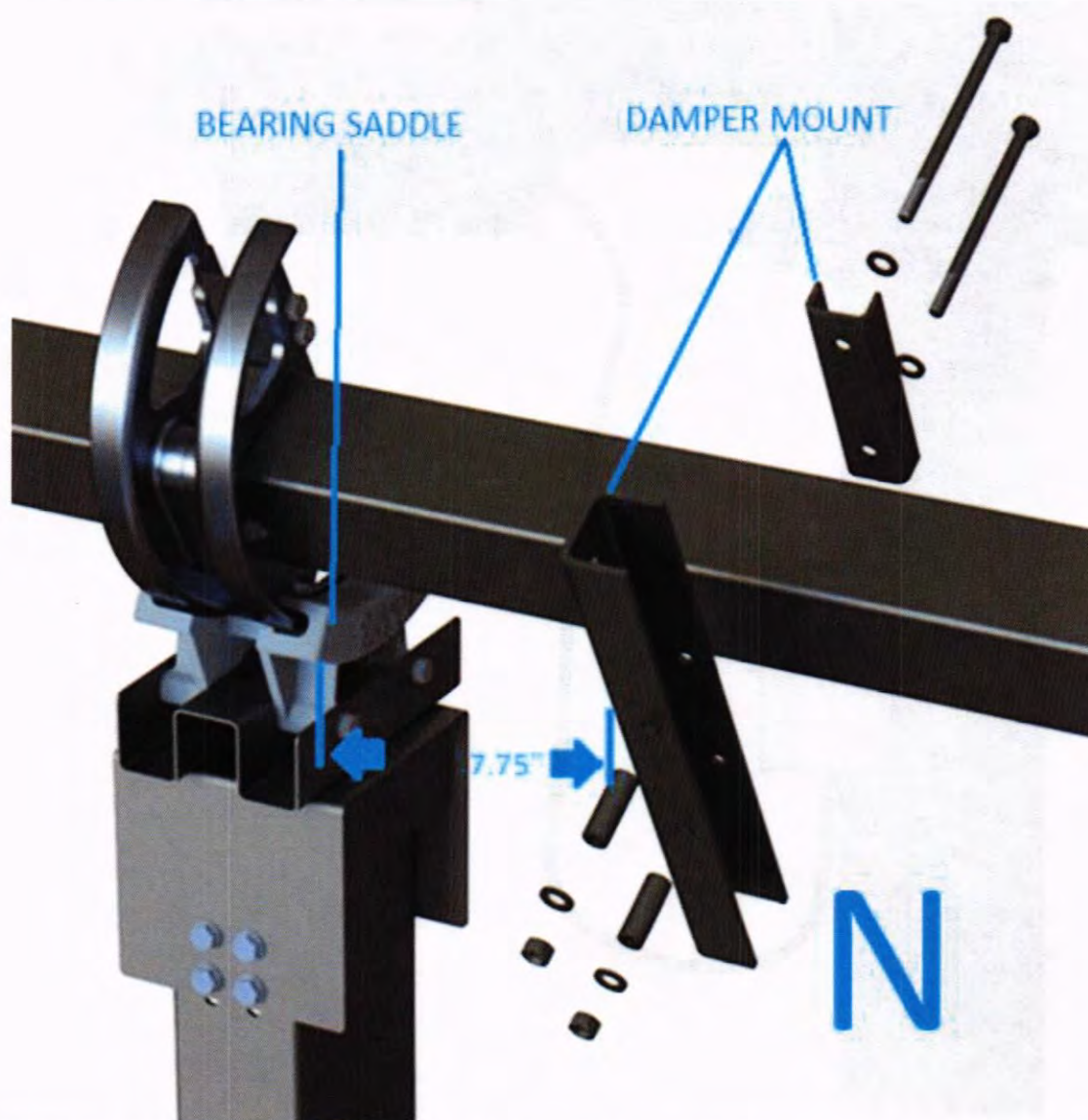
AC POWER CONNECTION

- For AC-powered systems, power is supplied to the TCU through a contractor-supplied junction box
- Install the junction box to the end of the conduit bringing AC power to the TCU
- Route the AC power cable through a contractor-supplied cord grip on the junction box and connect to the incoming AC wiring (Brown is Line, Blue is Neutral, Green is Ground)
 - Wiring methods in accordance with the National Electrical Code, ANSI/NFPA 70 are to be used.
- Connect the AC power cable connector to the TCU
- Fasteners:
 - PG-9 Cord Grip (contractor supplied)

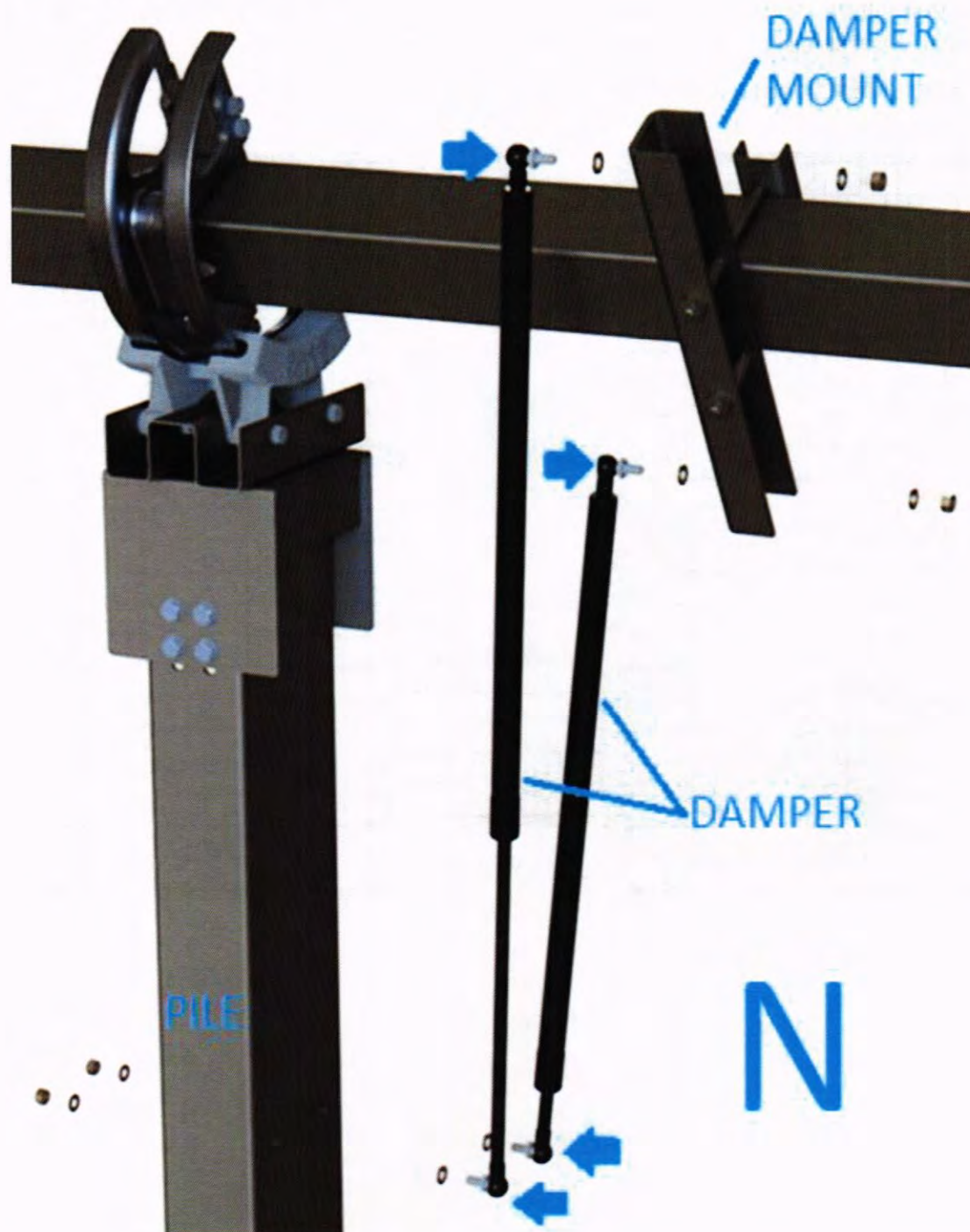


DAMPER INSTALLATION

- The Damper Mount will always be installed to the North of the adjacent Post.
- Install the Damper Mount to the torque tube using M12 hardware
- Refer to Site-Specific Construction Drawings for Damper locations
- Locate the Damper Mount 7.75 inches from the face of the Bearing Saddle
- Torque hardware to 55 ft-lb
 - Fasteners:
 - 2 each M12-1.75 x 180mm Hex Bolts
 - 2 each M12-1.75 Hex Nuts
 - 4 each M12 Flat Washers
 - 2 each M12 Sleeves

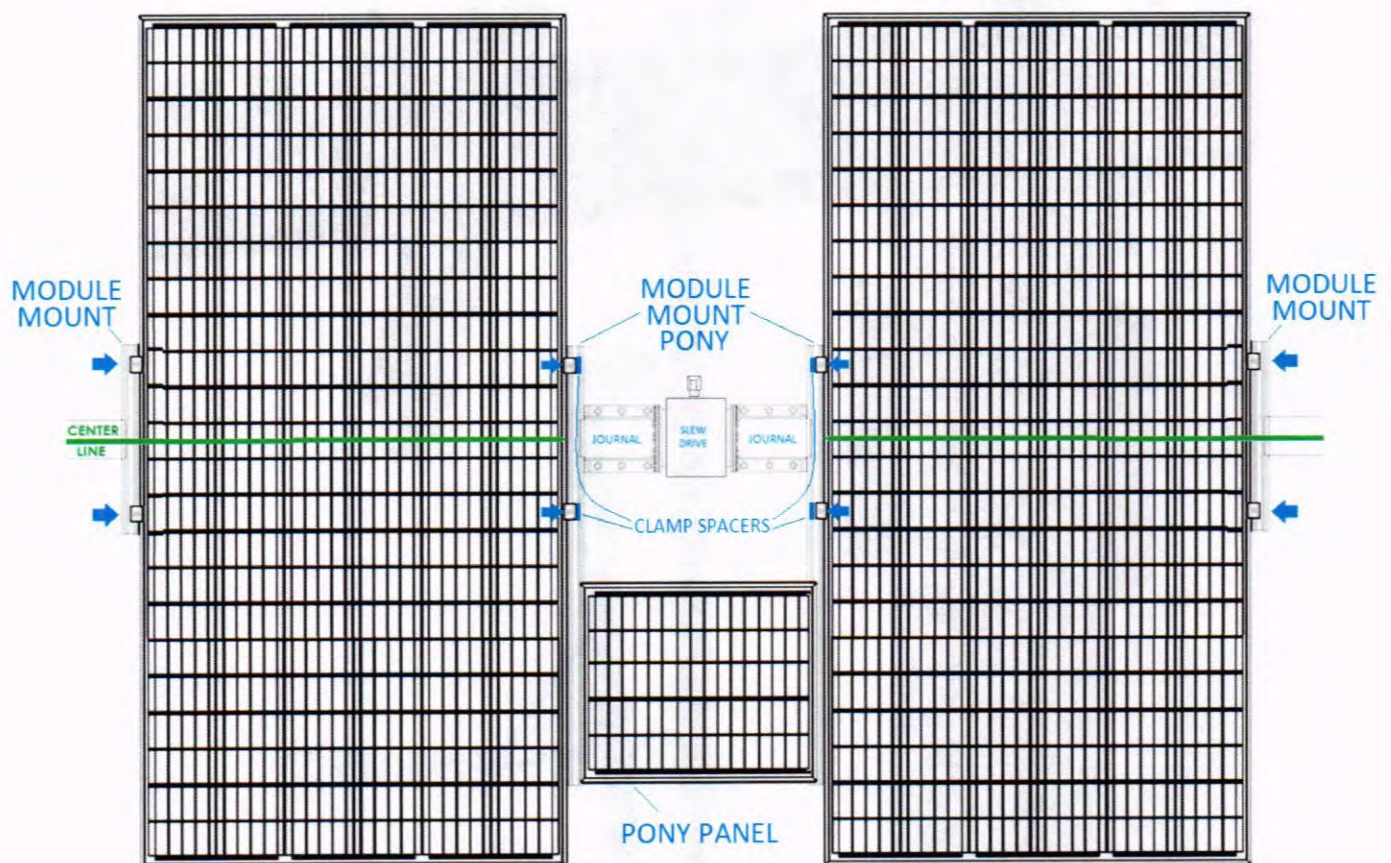


- Install the Damper between Damper Mount and Pile
- Torque hardware to 32 ft-lb
 - Fasteners:
 - 8 each M10 Washers
 - 4 each 3/8-16 Hex Nuts



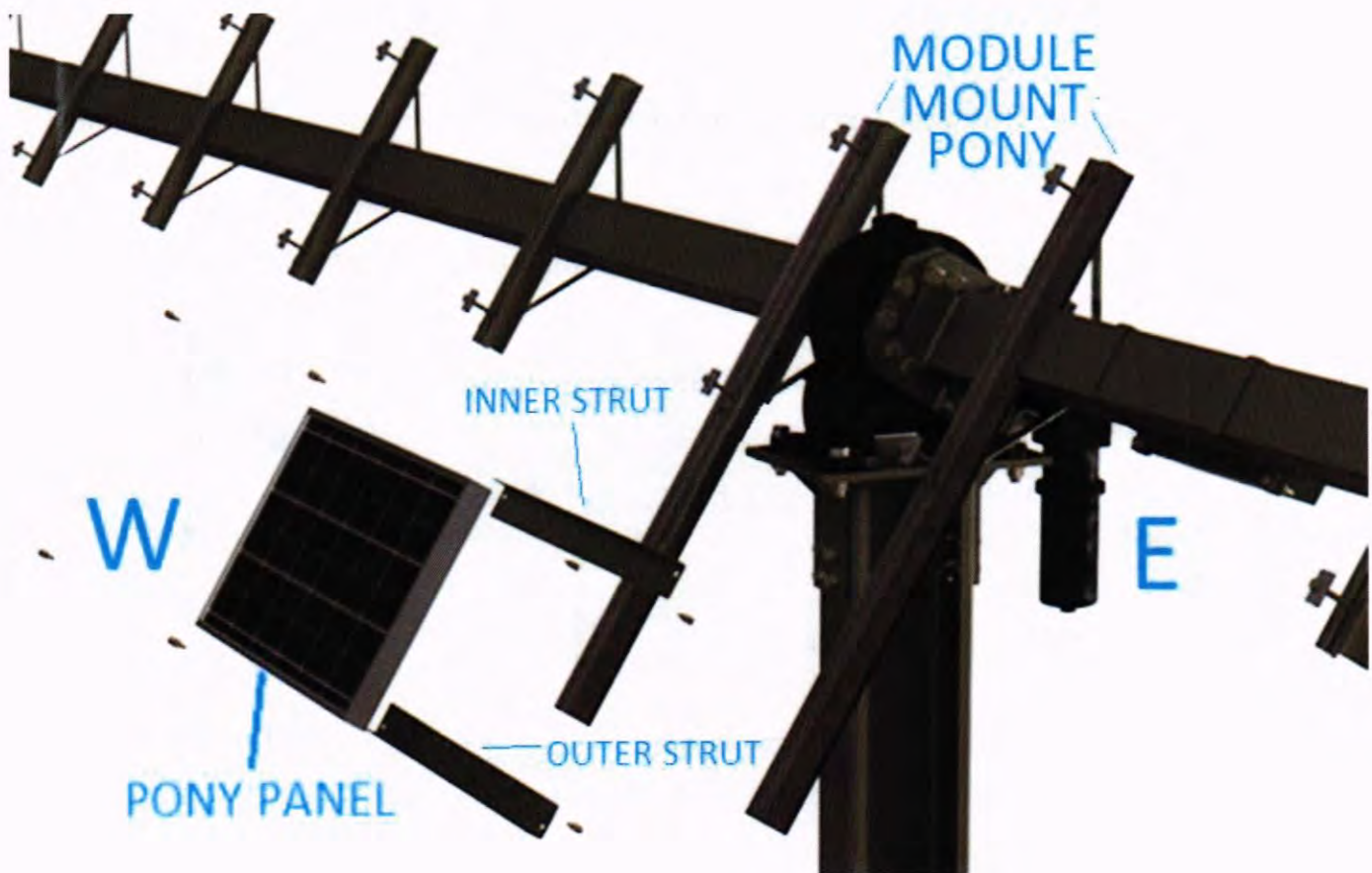
PONY PANEL INSTALLATION

- For DC-powered systems, a small solar panel (Pony Panel) is used to power the TCU
- Install the first, full sized, solar module on BOTH sides of the slew drive. At this time both modules will be secured by only one Pony Panel Mount.
 - Ensure end of row Clamp Spacers are used beneath the interior side of the Clamps.
- Ensure that full size modules are square and centered on the Torque Tube. Measuring from the end of module to nearest face of the Torque Tube on all 4 corners.
(dimension should = $\text{module length} - 4" / 2$.)



Refer to Module Installation section below

- Install the Pony Panel Inner & Outer Struts to the Module Mount Assembly - Pony using M6 hardware
 - Pony Panel must be installed on the side opposite the Slew Drive Motor (WEST)
 - Pony Panel MC4 connections must be oriented towards the TCU (NORTH or SOUTH)
- Install the Pony Panel to the Pony Panel Inner & Outer Strut using M6 hardware
 - Use Star Washers between the fastener head and the module frame
- Connect the Pony Panel electrical connections to the TCU
- Fasteners:
 - 8 each M6 X 15 mm hex bolt
 - 8 each M6 hex lock nut
 - 12 each M6 Flat Washer
 - 4 each M6 Star Washer
 - Torque to 6 ft-lb

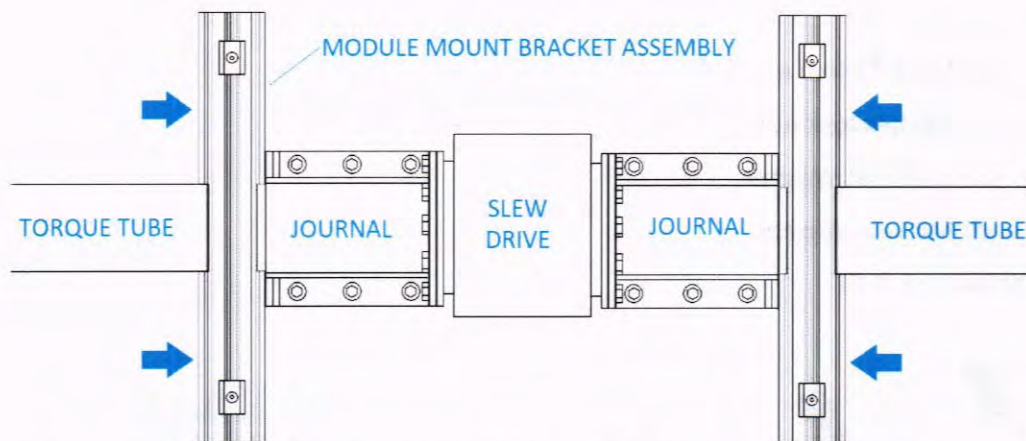


MODULE INSTALLATION

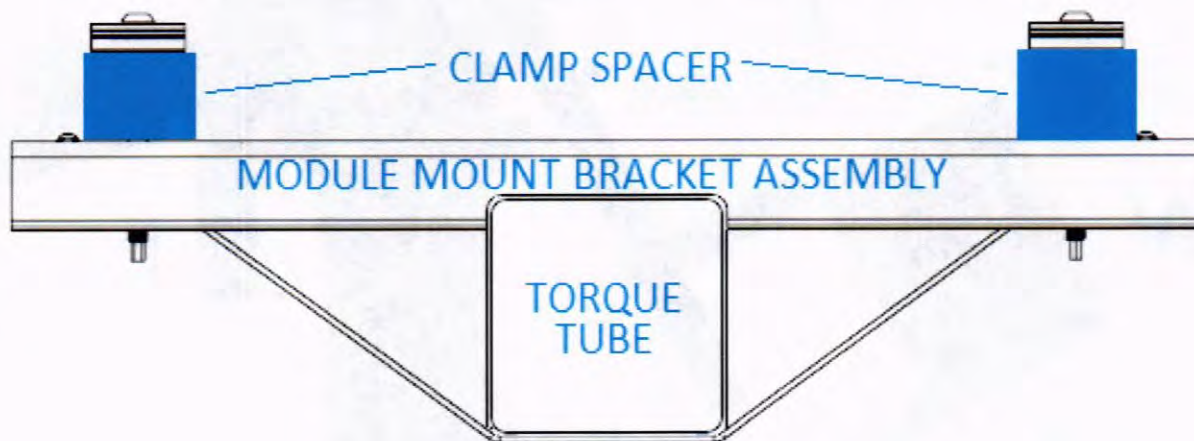
Module install should be done with the tracker as close to flat as possible

1. The Slew drive will be pre-set to 0°. If for any reason you need to set the tracker at such an angle before installation, a Joystick can be provided.

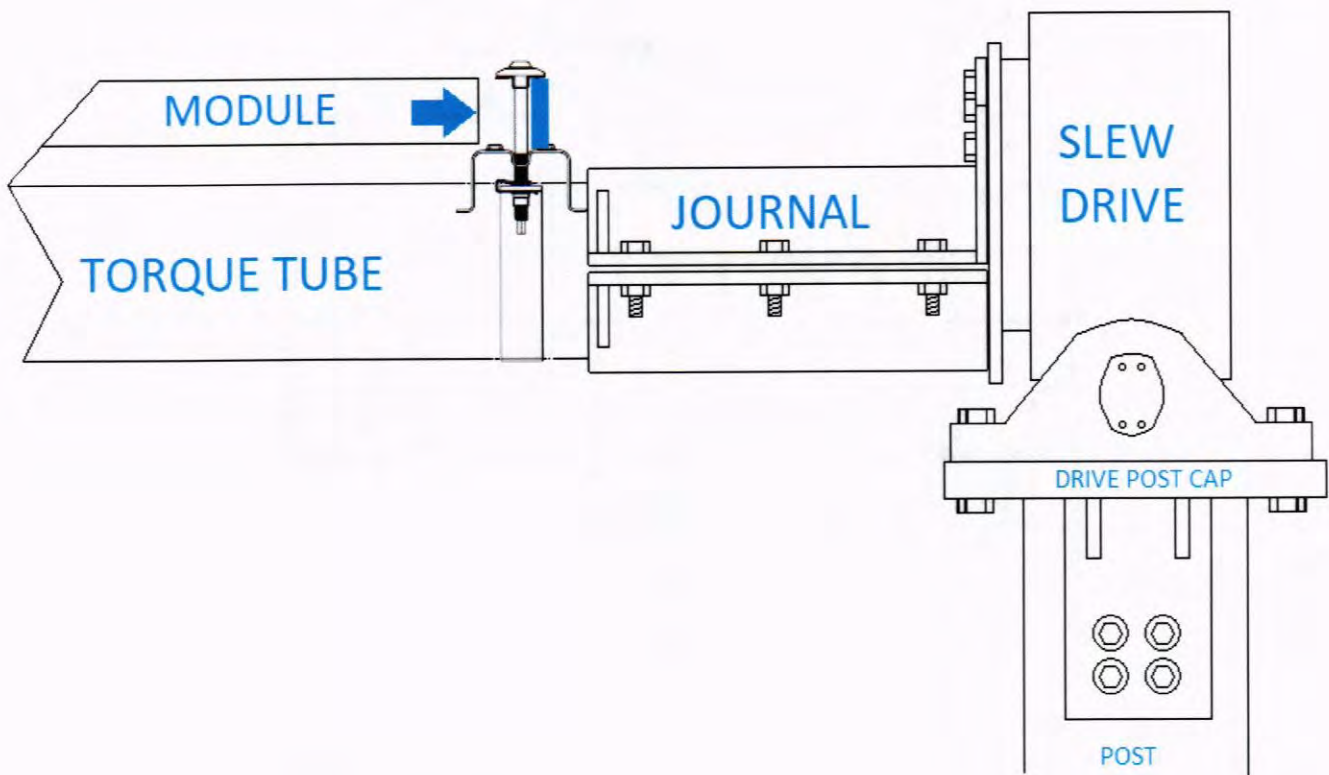
NOTICE: THE TRACKER SHOULD NOT BE MOVED PAST 45° IN EITHER DIRECTION (EAST OR WEST) BEFORE COMMISSIONING. BEFORE MOVING THE TRACKER, YOU MUST VERIFY THAT NO COMPONENTS ARE INTERFERING WITH EACH OTHER. FAILURE TO DO SO COULD RESULT IN COMPONENT DAMAGE AND REQUIRE REPLACEMENT PARTS.



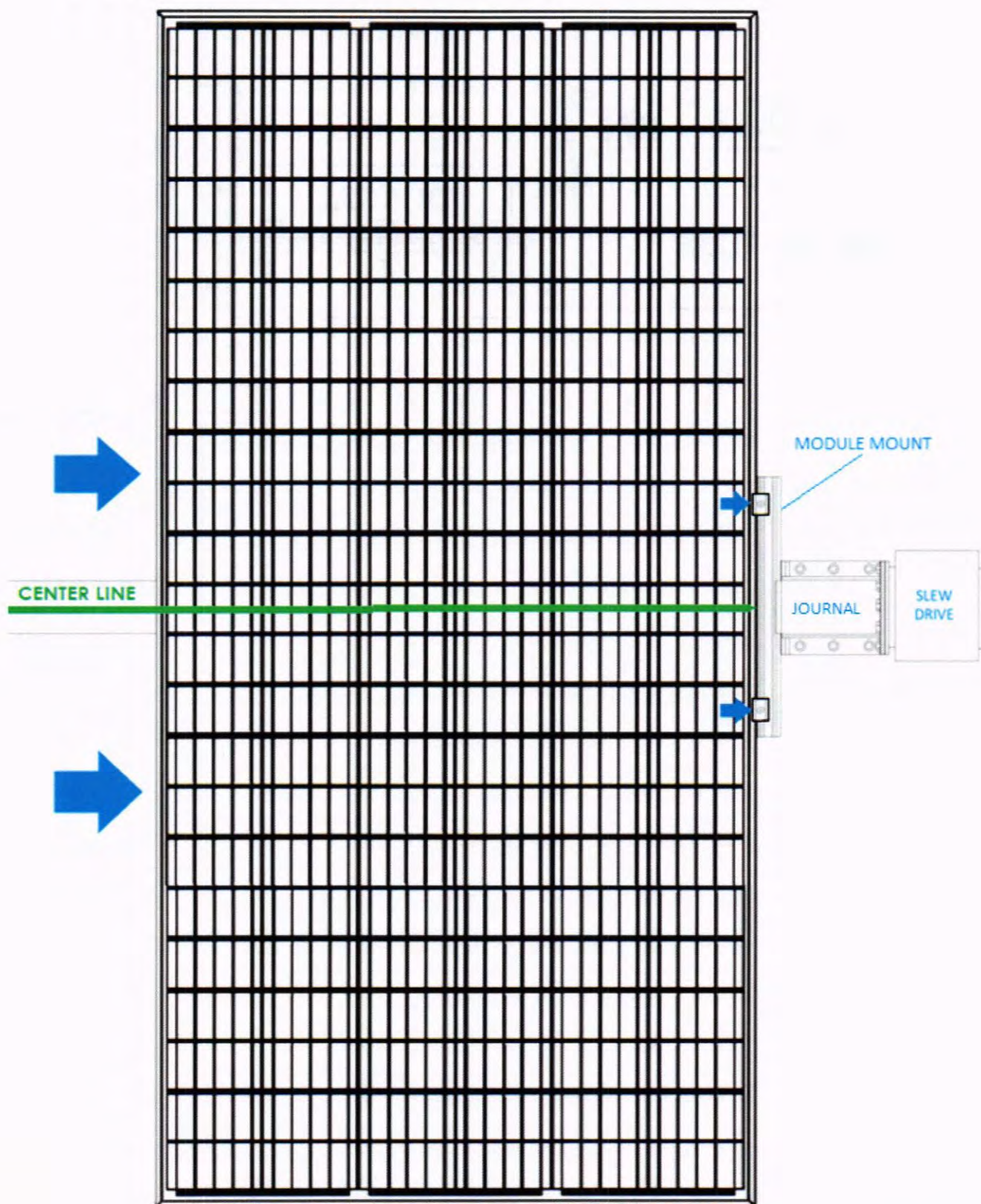
2. For AC Powered sites locate the first Module Mount Bracket Assembly on the Torque Tube flush with the edge of the Journal
 - a. Install a spacer under the clamps at any location where there is no adjacent module.



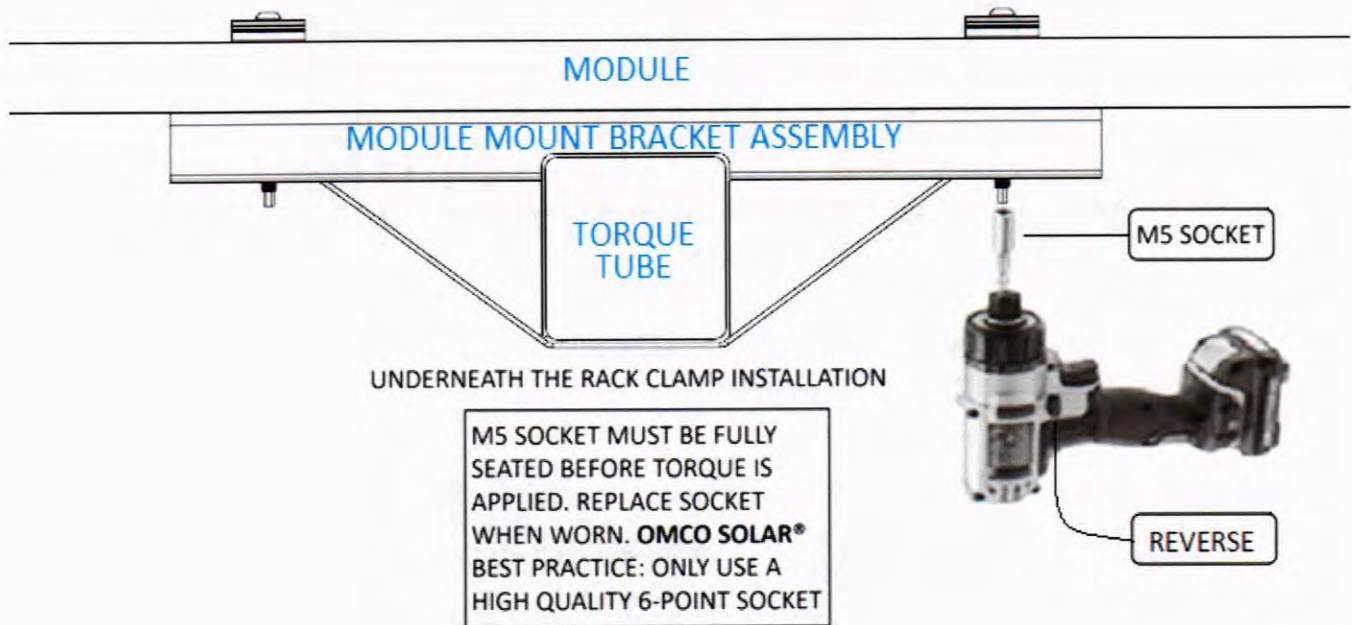
3. Lift and install the module on the top of the module mount



- a. Ensure module is centered over the Torque Tube



4. Seat the module against the module clamps. Apply even pressure to confirm the module is fully seated.
5. Pre-installed Clamps may be torqued tight from underneath the modules by setting the driver to reverse and using a 6-point 5mm socket on the custom bolt tip.
 - a. Clamp Torque: 12 ft-lb



NOTE: On some sites, a carriage bolt is used in place of the hex tip bolt. Torque remains the same at 12 ft-lb but a ½" socket is used instead of a 5mm socket

OMCO SOLAR® BEST PRACTICE: INSTALL CLAMPS WITH A PROGRAMMABLE CONTROLLED TORQUE DRIVER. CLAMPS NOT INSTALLED TO THE PROPER TORQUE WILL BE THE INSTALLER'S RESPONSIBILITY TO REMEDIATE IF APPLYING TORQUE FROM TOP OF CLAMP DO NOT CLIMB OR WALK ON MODULES*

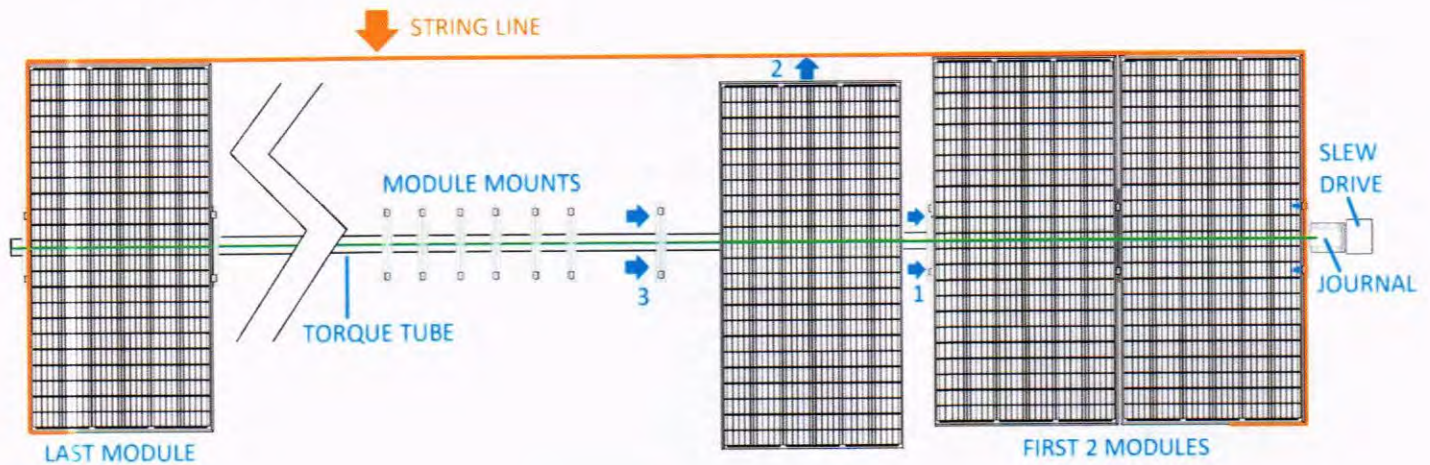
6. Position the next module mount under the opposite edge of the module but do not tighten the bolt yet



- a. Alternate the location of the module junction boxes (J-BOX) for each module unless otherwise specified in the construction drawings



7. Repeat steps 3-6 for all modules



OMCO SOLAR® BEST PRACTICE RECOMMENDATION:

- Install first 2 modules closest to the Slew Drive, centering properly. (Second module is only torqued down on inboard side)
- Install last module at the far end of the row, centering properly. (Ensure that this single module has 2 Module Mounts using 2 pairs of end of row Clamp Spacers to firmly affix the module)
- Run string line around first 2 modules to last module ensuring the string line is tight.
- Begin installing modules sequentially near the Slew Drive working your way towards the end of the row.
- **Slide each module onto Module Mount tightly and flush to string line. Repeat along the row.**

8. Torque the last module clamp bolts to 12 ft-lb. Return to previously installed modules and tighten to the proper torque – 12 ft-lb.

6 CABLE ROUTING (Recommended)

To maintain a Balanced System OMCO Solar recommends the following cable routing.

(DC System shown)



7

OMCO Origin MARKING LABEL

OMCO Origin Trackers shall have a plain, legible, permanent Marking Label. Each Marking Label shall be secured to the Torque Tube, above the TCU Nameplate, of each row.



8

LOAD RATING INFORMATION

Due to the highly customizable nature of OMCO Origin Trackers, site specific load ratings will be provided by a qualified Engineer.

Refer to the site-specific Construction Drawing package for Load Ratings.

Refer to OMCO Solar Qualified Modules, controlled document (OMPH917), for current modules qualified to OMCO Origin Trackers.

9

OPERATIONS & MAINTENANCE (O&M)

PREVENTATIVE MAINTENANCE

It is recommended that proper preventative maintenance be conducted according to the standard warranty. Inspections, after installation and annually, should be conducted by the Owner, or a qualified person(s). Inspections should include, but not limited to, the following:

- Identify any rust areas.
 - If encountered: Areas affected should have the rust removed and coated with a zinc rust inhibitor to match, or exceed, the designed galvanized coating. Refer to project-specific Construction Drawings for galvanized coating specifications.
- Identify any movement of the modules, module mounts or torque tubes. This should be reviewed after the project encounters extreme wind events.
 - If encountered: Movement should be rectified.
- Torqued hardware should be inspected. If 20% of the hardware connections need to be remedied, then 100% of all torqued hardware should be reviewed and checked.
- The use of any damaged components and/or hardware should be avoided. If installed components and/or hardware are identified as damaged during inspections the product should be replaced with the proper component and/or hardware.

In addition to inspections, the Slew Drive requires the replenishment of its grease every two years and its motor will likely wear out before the 30-year life of a tracker. Refer to the Slew Drive Maintenance Manual (OIM-304) for details on greasing and motor replacement.

Operations and Maintenance information for the tracker controls system is included in D005-PD16004 for AC systems and D007-PD16002 for DC systems.

Any inspections or maintenance work not discussed above shall be discussed and approved by OMCO Solar.

The Owner of the OMCO Origin Trackers is recommended to conduct the Preventative Maintenance inspections, and possible remedies, as listed above. Failure to conduct the inspections, and or, provide corrective actions not approved by OMCO Solar, could void the standard warranty.

10

GROUNDING & BONDING INFORMATION

All exposed metal parts of the OMCO Origin Tracker System are electrically bonded together. The Owner of OMCO Solar's electrically bonded OMCO Origin Tracker System must provide components necessary for the final connection(s) to the site grounding electrode system. Each tracker assembly must be grounded. Installation must comply with all applicable NEC/CSA sections including but not limited to; NEC 250 (Grounding and Bonding), NEC 690 (Solar Photovoltaic Systems), CSA 22.1 (Safety Standard for Electrical Installations), and all other applicable state, and local electrical code requirements.

Final grounding details to be determined by a licensed PE for site specific plans and drawings to specify grounding method and components.

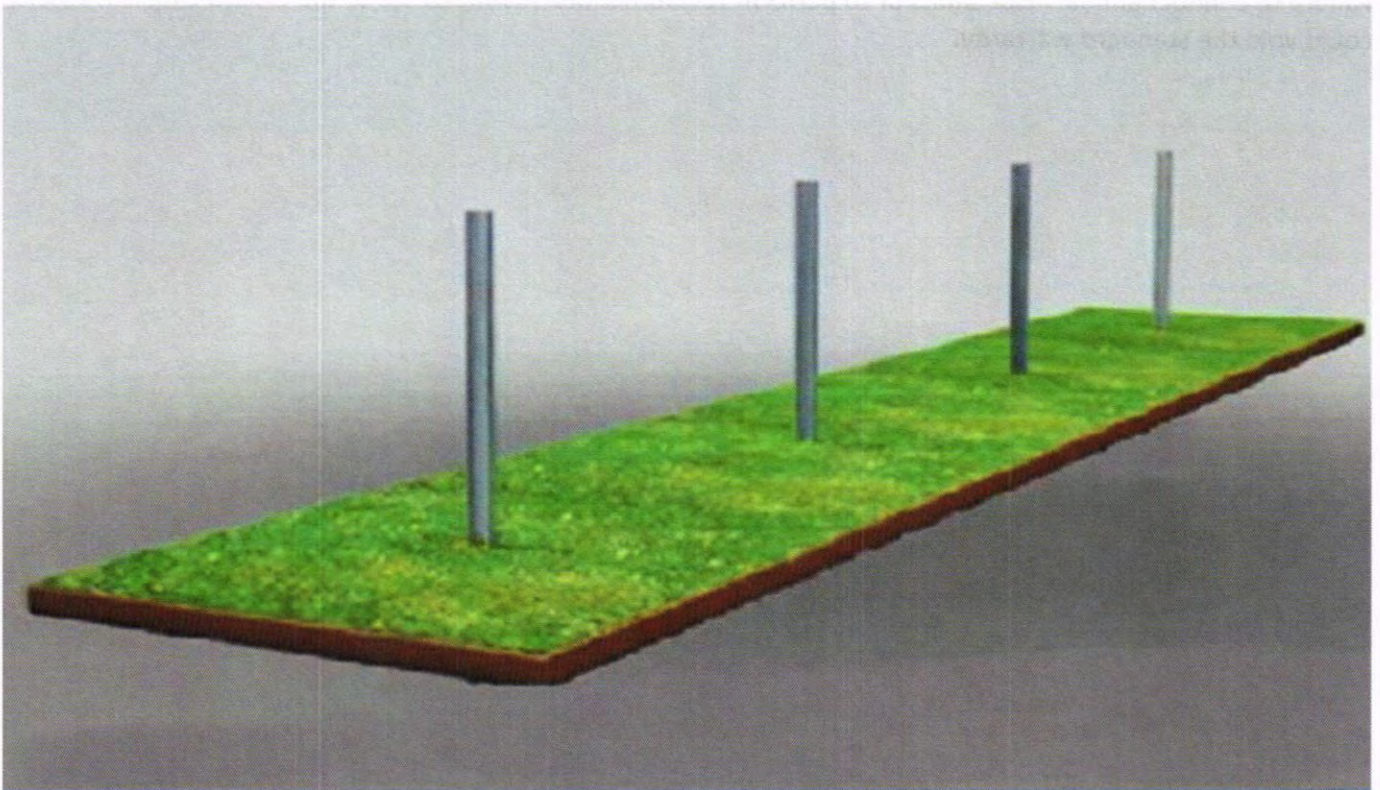
11 WARRANTY

The owner of the OMCO Origin Tracker under the standard warranty is recommended to conduct annual inspections of each of the OMCO Origin Trackers to provide necessary maintenance, including torque verification and remediation of hardware connections, replacement of damaged components and/or hardware and repairing of any galvanized coatings showing signs of wear, rust, or other deterioration.

Failure to conduct annual inspections or to perform recommended maintenance of the OMCO Origin Trackers could void the standard warranty.

OMCO SOLAR®

A DIVISION OF OMCO HOLDINGS



TRACKER POST

INSTALLATION MANUAL

NOTICE

Changes to OMCO Solar Racking System Components are common as OMCO Solar continuously strives for product improvements. All products within the same model classification should remain functionally equivalent and compatible with one another, even though there may be slight differences based on product improvements or other changes.

OMCO Solar reserves the right to make changes to the design and specifications applicable to any OMCO Solar Racking System Components at any time without notification or update to this document.

CONTACT INFORMATION

For information regarding OMCO Solar and its product, please visit www.omcosolar.com.

To request a quote or to discuss your Solar Racking System needs, please email your request to info@omcosolar.com or call **602.352.2700**.

CERTIFICATIONS

OMCO Solar operates a Quality Management System which complies with the requirements of ISO 9001.



Quality
ISO 9001

OMCO Solar is compliant with UL 2703, 3703.

This standard covers OMCO Solar Racking Systems for modules listed to UL 1703.



CERTIFIED

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1 GENERAL DOCUMENT OVERVIEW

PURPOSE

This Installation Manual is intended to provide guidance for the installation of TRACKER POSTS for the OMCO Solar Racking Systems. For the installation of the complete OMCO Solar Racking System refer to the appropriate OMCO Solar Racking System Installation Manual.

SCOPE OF DOCUMENT

The scope of this document is limited to the TRACKER POST installation. When installing TRACKER POSTS always refer to the site specific Construction Drawings.

This document:

- ▶ **Does not** substitute for site-specific Construction Drawings prepared by or on behalf of the Owner to determine relevant project layout, design and installation requirements for the project location.
- ▶ **Does not** substitute for permitting documents required for system installation at the relevant location.
- ▶ **Does not** suggest any unsafe installation practices.
- ▶ **Does not** provide guidance for designing a PV power plant.

DOCUMENT REVISION HISTORY

Revision	Description	Date	Approved By
0	Initial Release	5/28/20	RLM

RELATED DOCUMENTATION

It is important to follow OMCO Solar's specifications and Construction Drawings to ensure proper installation and operation. Documents referred in this Installation Manual include the following:

- "Construction Drawings" refers to the installation drawings provided by OMCO Solar for each specific jobsite.
- "Application Warranty" refers to OMCO Solar's Warranty Terms and Conditions

KEY DEFINITIONS

Certain Terms in this document are defined as the following:

Table 1: Terms and definitions

TERM	DEFINITION
<ul style="list-style-type: none">• Owner	The Owner, purchaser, installer, contractor and/or operator of any OMCO Solar Racking System components & hardware, and their permitted assigns subcontractors and personnel, as applicable.
<ul style="list-style-type: none">• POST	FOUNDATION PILE

TOOLS AND SUPPLIES

The OMCO Solar Racking System is designed for simplified assembly using only commercially available tools without the need for any custom tools.

Suggested Tool List – (Post installation equipment excluded)

- Pile Driver (if used)
- Level
- Laser, or string line with blocks
- Measuring Tape
- Magnetic Compass

2 SAFETY

REFERENCE INFORMATION

In all installation and operation practices, safety must be maintained and unsafe practices avoided.

WARNING

Personal Protection Equipment (PPE) should be used at all times during the installation process.

- Work boots
- Hard hat
- Safety Glasses / Proper eye protection
- Cut-Resistant gloves
- Safety vest
- Electrically rated PPE should be worn when working on interconnected Modules or other electrical system components.

To prevent shock:

- Disconnect ALL incoming power sources.
- More than one disconnect switch may be required to de-energize the equipment.
- Follow Lockout/Tag-out procedures.
- Request servicing by a qualified professional.
- Observe safety practices in every step of the process and report any unsafe or hazardous condition to your supervisor immediately.

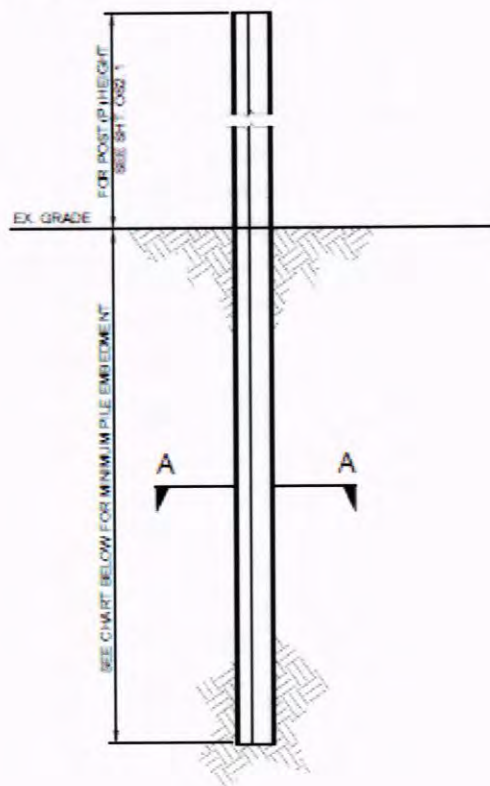
SYSTEM SAFETY INFORMATION

Read this document and review the project specific approved Construction Drawings before beginning installation work. This document is not prescriptive regarding safety and does not purport to address all the safety concerns that may arise with its use. The Owner should become familiar with all applicable safety, health and regulatory requirements before beginning work.

OMCO Solar cannot be held responsible for any injuries or safety incidents during the installation of the OMCO Solar Racking System or solar modules.

3 COMPONENT

TRACKER DRIVE & BEARING POST



VIEW "A-A"

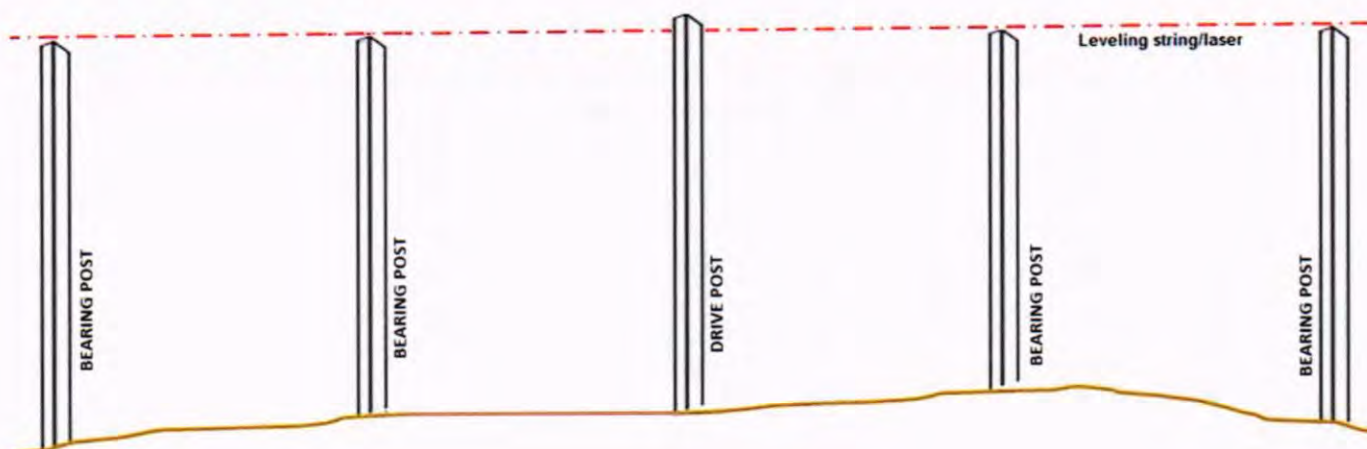
TYPICAL DRIVEN PILE

COMPONENT	SPECIFICATIONS
DRIVE POST	Gr50 min. G235 Galv.
BEARING POST	Gr50 min. G235 Galv.

4 TRACKER POST INSTALLATION OVERVIEW

TRACKER POST INSTALLATION

- Install the Bearing Posts through driving or ballasting as required by the Construction Drawings.
- Install the Drive Posts through driving or ballasting as required by the Construction Drawings.
 - Align the Post height with a laser level or line level/leveling string
 - Use laser system or string line along the length of the row to maintain adequate reveal heights for a flat row with respect to grade.
 - Depending on terrain and topography, install reference Drive Post or string line points in the middle of the row to ensure tight string line.
- Install all Posts with the open side of the C facing South.

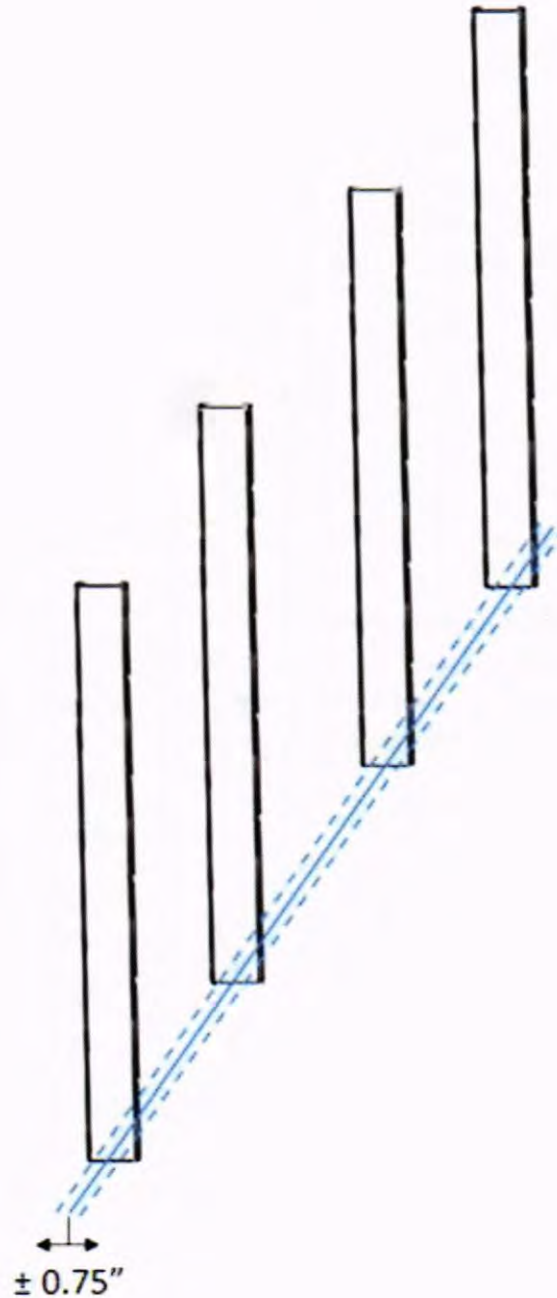


Tolerance Direction	Tolerance
East/West Post Variation	$\pm 0.75"$ From nominal
East/West Tilt variation	$\pm 1.0^\circ$ From nominal
Drive Post Twist	$\pm 3.0^\circ$ From nominal
Bearing Post Twist	$\pm 5.0^\circ$ From nominal
North/South Post Variation	$\pm 0.75"$ From nominal
North/South Tilt Variation	$\pm 1.0^\circ$ From nominal
Elevation – Post to Post	$\pm 1.5"$ From nominal
North/South Slope	$\pm 4.5^\circ$ or $\pm 8\%$ From nominal

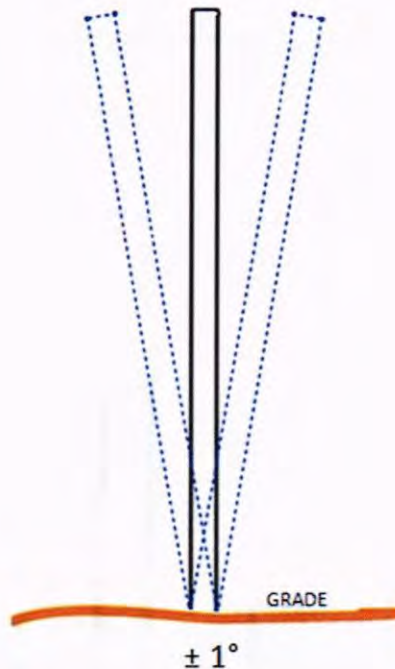
NOTICE: * Alignment of Posts is a priority. Proper alignment of Posts facilitates precise installation.*

EAST/WEST TOLERANCE

- EAST/WEST Post variation: Post install deviation tolerance is $\pm 0.75''$ from each Post to Post span (East/West Direction).
- Not meeting the recommended tolerance may bind Bearings during operation.

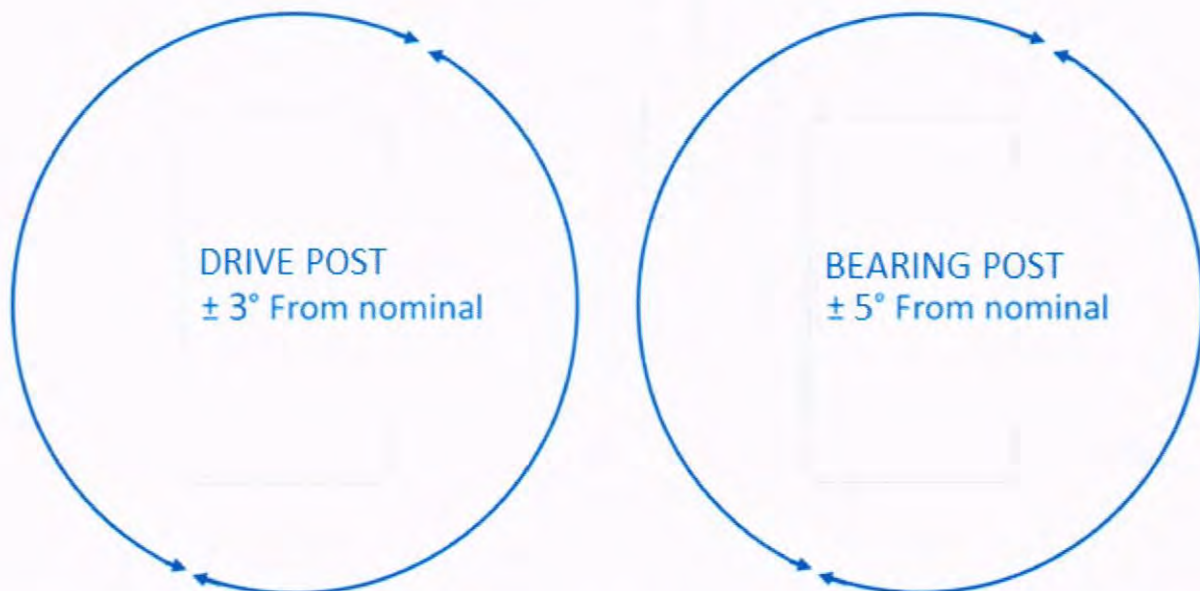


- East/West tilt variations effect: $\pm 1^\circ$ should not have a detrimental effect.
- Not meeting the recommended tolerance may cause misalignment to mating components.
- Corrective Action: Apply force to bend the Post back straight with an appropriate method.



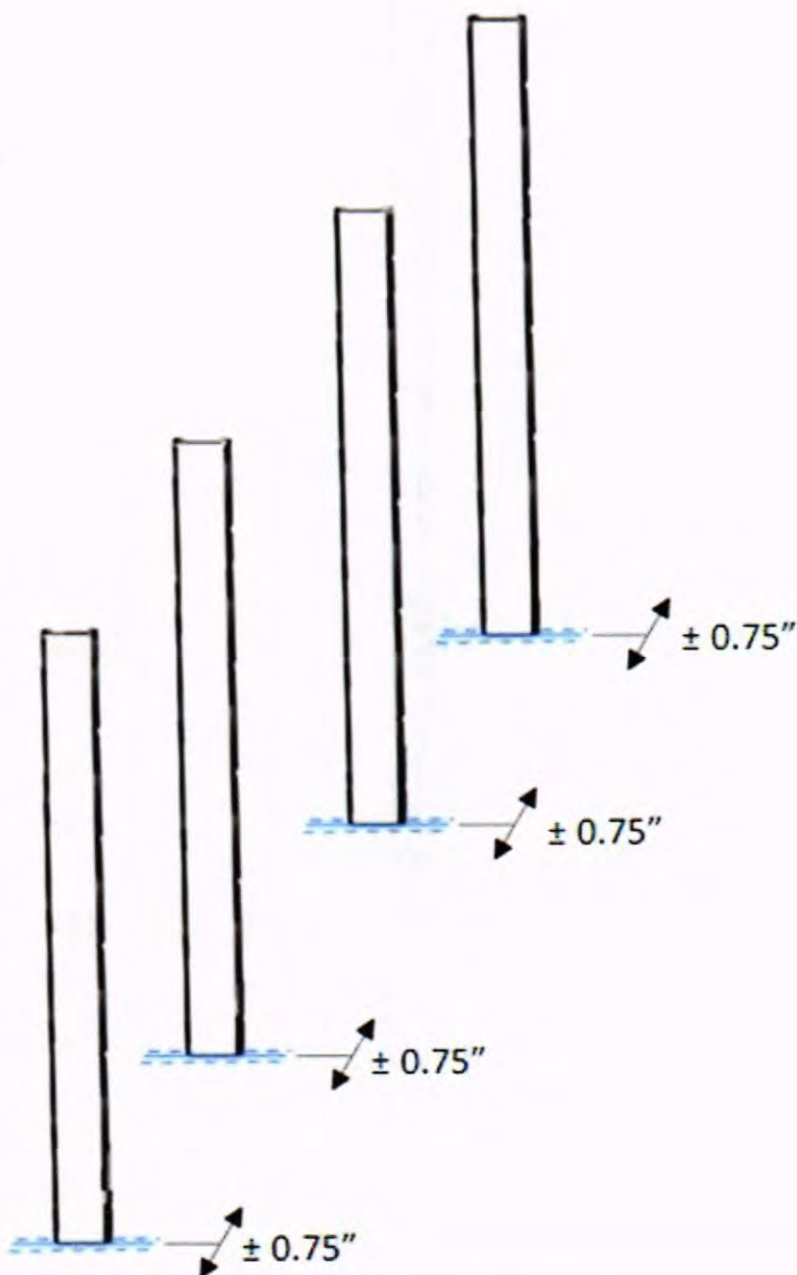
DRIVE & BEARING POST TWIST

- Drive Post twist: $\pm 3^\circ$ should not have a detrimental effect.
- Bearing Post twist: $\pm 5^\circ$ should not have a detrimental effect.
- Not meeting the recommended tolerance may cause misalignment to mating components.
- Corrective Action: Apply force to bend the Post back straight with an appropriate method.

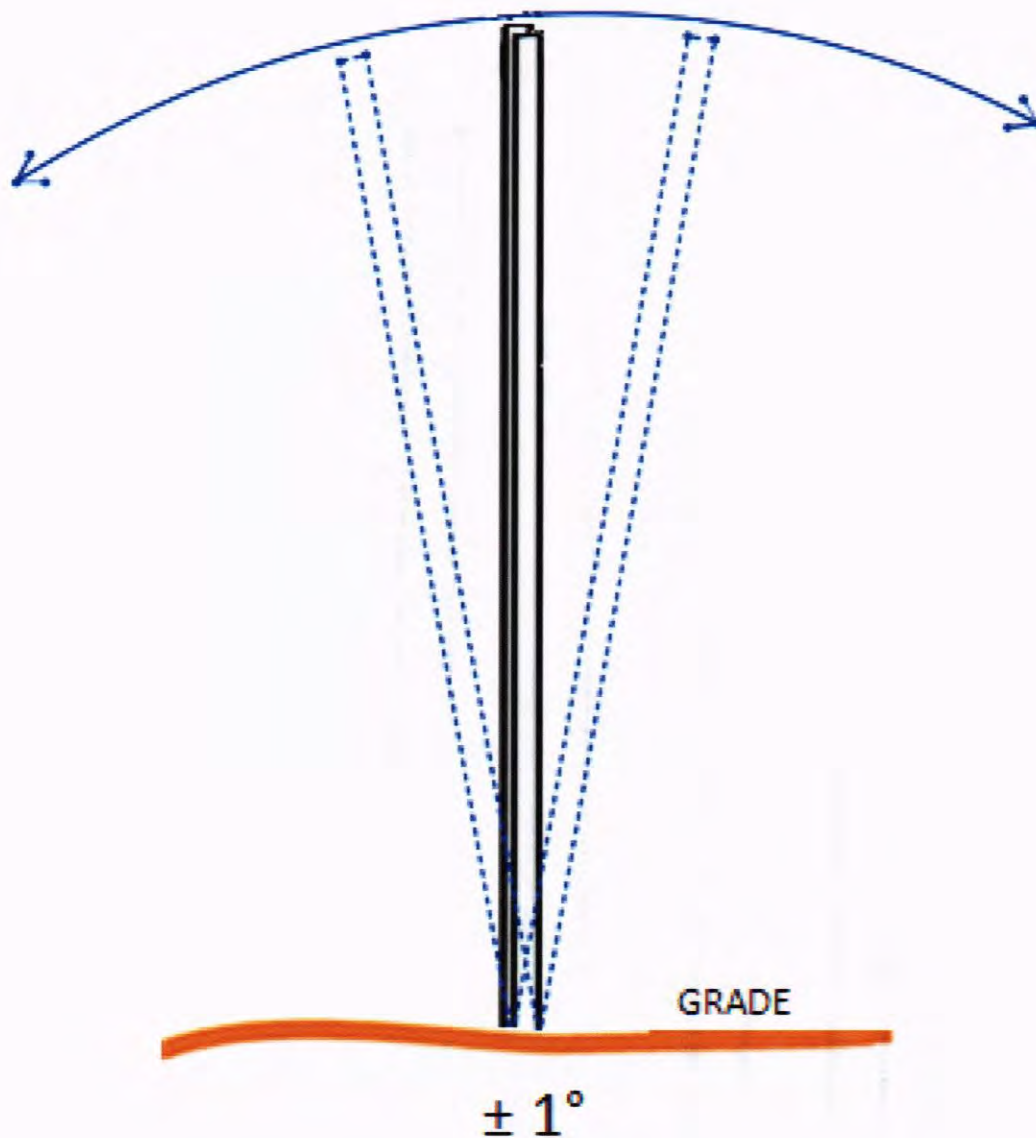


NORTH/SOUTH TOLERANCE

- North/South Post variation: Post install deviation tolerance is $\pm 0.75''$ from each Post to Post span (East/West Direction).
- Not meeting the recommended tolerance may cause interference between a Module Mount and Bearing Assembly during installation.

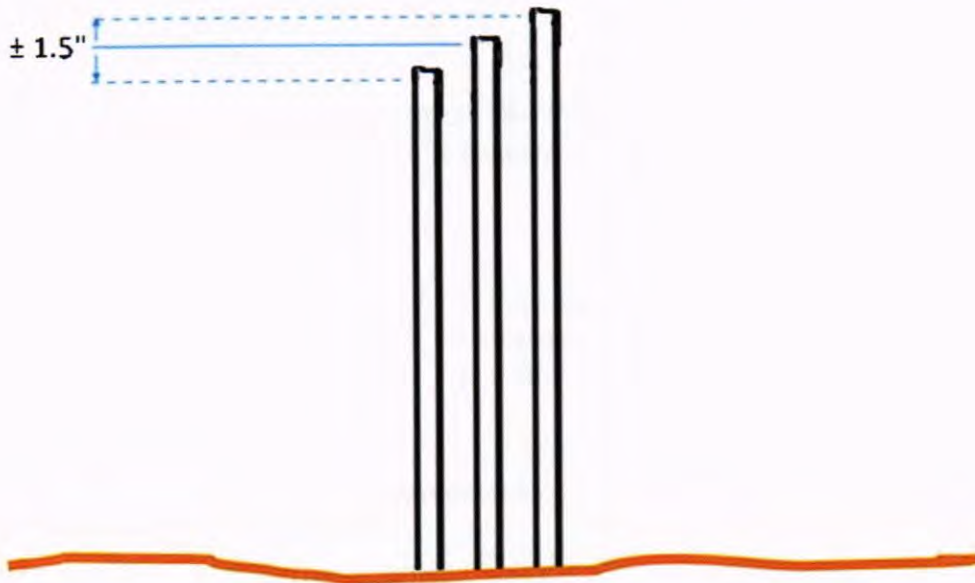


- North/South tilt variations effect: $\pm 1^\circ$ should not have a detrimental effect.
- Not meeting the recommended tolerances may cause uneven Bearing Assembly wear.
- Corrective Action: Apply force to bend the Post back straight with an appropriate method.



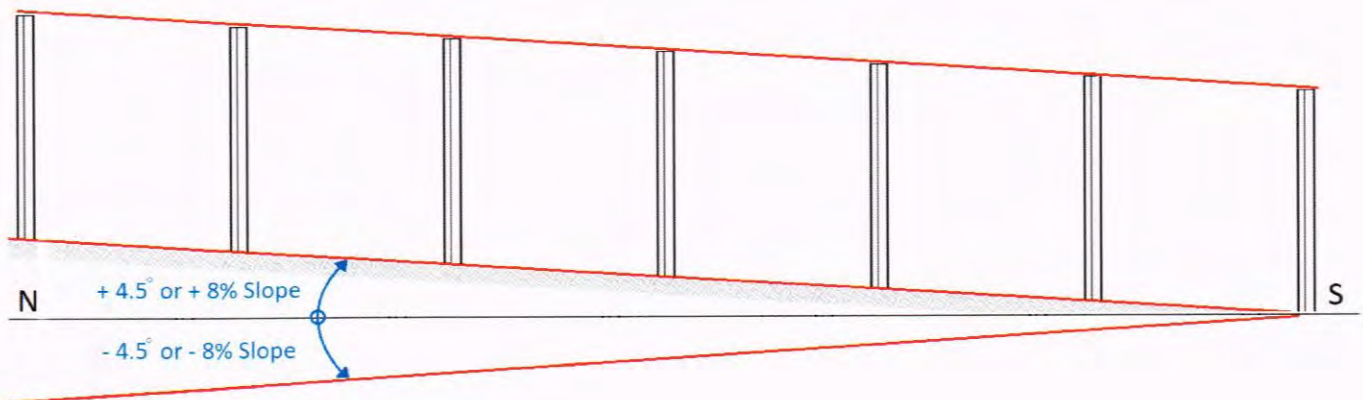
ELEVATION TOLERANCE

- Elevation variation effects: Up to $\pm 1.5''$ between each post should not have a detrimental effect.
- Not meeting the recommended tolerance may require the use of a Post Extender.



SLOPE TOLERANCE

- The OMCO Solar Tracker Racking System can accommodate a $\pm 4.5^\circ$ ($\pm 8\%$) Slope without any detrimental effect.
- Elevation Tolerance apply regardless of slope.
- Not meeting the recommended tolerance may require remediation.



5 OPERATIONS & MAINTENANCE (O&M)

PREVENTATIVE MAINTENANCE

It is recommended that proper preventative maintenance be conducted according to the application warranty. Inspections, after installation and annually, should be conducted by the Owner, or a qualified person(s). Inspections should include, but not limited to, the following:

- Identify any rust areas;
 - If encountered: Areas affected should have the rust removed and coated with a zinc rust inhibitor to match, or exceed, the designed galvanized coating. Refer to project-specific Construction Drawings for galvanized coating specifications.
- The use of any damaged components should be avoided. If installed components are identified as damaged during inspections the product should be replaced with the proper component.

Any inspections or maintenance work not discussed above shall be discussed and approved by OMCO Solar.

The Owner of the OMCO Solar Racking System components is recommended to conduct the Preventative Maintenance inspections, and possible remedies, as listed above. Failure to conduct the inspections, and or, provide corrective actions not approved by OMCO Solar, could void the application warranty.

6 WARRANTY

The owner of the OMCO Racking System components under the application warranty is recommended to conduct annual inspections to provide necessary maintenance, including replacement of damaged components and repairing of any galvanized coatings showing signs of wear, rust, or other deterioration. Failure to conduct annual inspections or to perform recommended maintenance of the OMCO Solar Racking System components could void the application warranty.

SOLAR POWER SITE LEASE

THIS SOLAR POWER SITE LEASE (this "**Lease**") being made this 26th day of June, 2019, (the "**Effective Date**") by and between Joel and Anika Enter ([] a single person, [X] husband and wife, or [] other) , having an address of 78994 475th Avenue, Nicollet, MN 56074 ("**Lessor**"), and Novel Energy Solutions L. L. C. (or Assigns), a Minnesota Limited Liability Company, having an address of 1633 S. Roberts St., Suite A, West St. Paul, MN 55118 ("**Lessee**") (each a "**Party**" and collectively the "**Parties**").

Lessor:		Lessee:	
Name and Address	Joel Enter 78994 475 th Ave Nicollet, Mn 56074	Name and Address	Novel Energy Solutions L. L. C. Attn: Cliff Kaehler 1633 S Roberts St., Suite A West St. Paul, MN 55118
Phone	507-276-5807	Phone	612-345-7188
E-mail	[N/A]	E-mail	cliff.kaehler@novelenergy.biz

This Lease sets forth the terms and conditions on which Lessor shall grant a leasehold interest to Lessee for the installation and operation of a solar panel system as defined and described in Exhibit 1 (the "**System**") on a portion (the "**Premises**") (as described and depicted in Exhibit 2), of certain real property owned by Lessor ("**Lessor's Property**") as described and depicted in Exhibit 3, together with ingress, egress and utility easements across the Lessor's Property, and any abutting property owned by Lessor, providing access to and from a public road and the point of utility interconnection, as described in Section 12 of the Terms and Conditions of the Lease, incorporated hereby in Exhibit 5) for the purpose of generating and selling electricity and associated attributes and incentives under a power purchase agreement to be entered into between Lessee and a third party (the "**PPA**"). The access and other rights granted herein shall run with and bind the Property and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

The Exhibits listed below are hereby incorporated by reference and made a material part of this Lease.

- Exhibit 1 Description of the System
- Exhibit 2 Legal Descriptions of the Lessor's Property, the Premises, and Access Easement(s)
- Exhibit 3 Survey Depicting the Lessor's Property, the Premises, and Access Easement(s)
- Exhibit 4 Environmental Permits
- Exhibit 5 Terms and Conditions of the Lease
- Exhibit 6 Memorandum of Solar Power Site Lease
- Exhibit 7 Lessor Insurance

LESSOR:

Signature: Joel Enter
Printed Name: JOEL ENTER
Title: owner
Date: 6-26-19

Signature: Anika Enter
Printed Name: Anika Enter
Title: owner
Date: 6-26-19

LESSEE:

Novel Energy Solutions, LLC

Signature: [Signature]
Printed Name: Will Georgia
Title: COO
Date: 8/27/19

EXHIBIT 1

Description of the System

System: (DC kW): The approximately 1.4 megawatt direct current ("MWdc") solar panel electric generating system, including associated improvements and equipment, to be installed and operated by Lessee on the Premises required to transfer and deliver generation offsite.¹

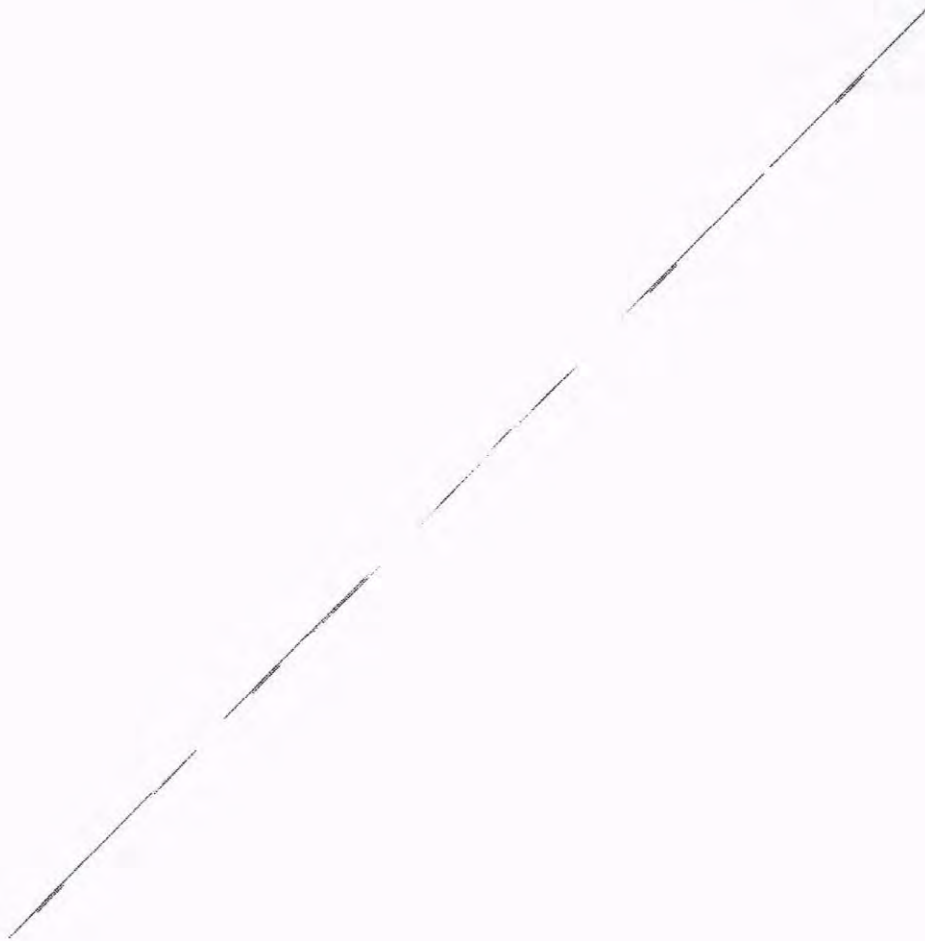


EXHIBIT 2

Legal Descriptions of the Lessor's Property, the Premises, and Access Easement(s)

Lessor's Property: The approximately 122.5 acres parcel of real property owned by Lessor, together with any access easements benefitting the Lessee, located Nicollet County and State of Minnesota, as shown on the survey attached hereto as Exhibit 3, more specifically bounded and described as follows:

(A more fully complete legal description will be inserted at a later date. The 122.5 acres of property to be put under option by this agreement are located on Parcel No. 09.017.0810)

Premises: Legal description of the premises to be added at a later date. The legal description will be within Parcel No. 09.017.0810 (as depicted below).

To be inserted at a later date.

The parties hereby agree that Lessee has the right to develop a Solar Array depicted in the area depicted below.

Lessor Initial(s) J.E.

Lessor Initial(s) A.E.

Lessee Initial(s) M

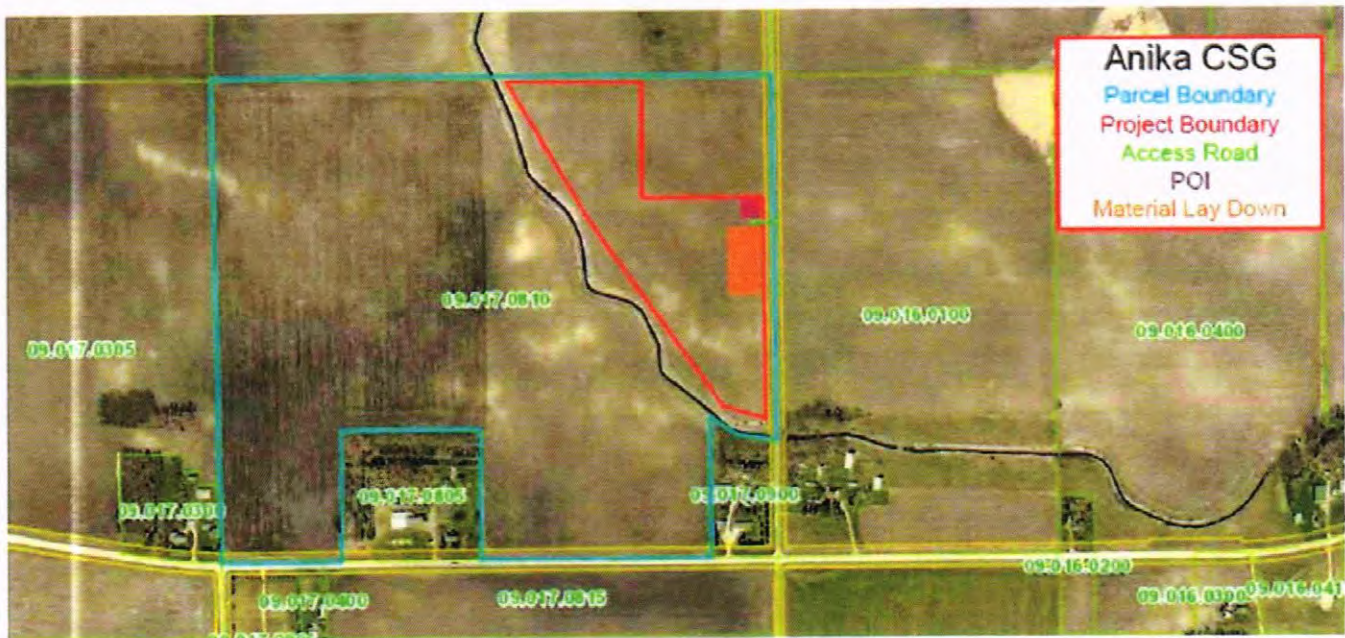


EXHIBIT 3

Survey Depicting the Premises, Lessor's Property, and Access Easement(s)

[Final Survey and Detailed Site Plan to be added at a later date]



EXHIBIT 4

Environmental Permits

<[None]>

EXHIBIT 5

Terms and Conditions of the Lease

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Lease as a whole and not to any particular section or subsection of this Lease; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Lease are strictly for convenience and shall not be considered in interpreting this Lease.
2. **Lease of Premises.** For the Lease Term (as defined below), and on the terms, conditions, and covenants of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises. The boundary line and acreage of the Premises (the "Acreage," and each such acre, an "Acre"), shall be determined by the ALTA survey (the "Survey") incorporated hereinabove as Exhibit 3. Lessor acknowledges that, for the purposes of accurately determining the boundary line and the Acreage, the Survey may not be completed until after the System has been installed, at which time the final Survey, Premises boundary line and Acreage shall be incorporated into this Lease without need of an amendment. During the Lease Term (defined hereunder), the parties hereby agree that Lessee shall have the option to decrease the Acreage for calculation of Basic Rent (set forth in Section 5 hereunder) purposes, by giving notice of exercise of the option ("Option Notice") to Lessor. In the event that Lessee exercises the option to decrease Acreage, the Basic Rent shall be adjusted effective as of the date that Lessee provides Lessor with the Option Notice.
3. **Use and Operation.** The Premises may be utilized by Lessee and Lessee's agents, employees, contractors, and invitees, for (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Lessee's obligations and enforcing all of Lessee's rights set forth in the PPA and this Lease; and (c) installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to the local electric utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System; and (d) any related legal uses.
4. **Term.** The lease term (collectively, the "Lease Term") shall have an initial Option Term, Primary Term, and Renewal Term as those terms are defined below:
 - a. The Option Term shall commence on the Effective Date, and continue for a period of twenty-four (24) months thereafter (the "Option Term"), provided however, that Lessee shall pay [REDACTED] as an annual fee (the "Option Term Annual Fee"), the receipt of which is due within ten business days following the Effective Date, and the henceforth due on every one year anniversary after the Effective

Date if Lessee has not elected to commence the Primary Term (as defined below). During the Option Term, Lessee, whether by itself or through its agents and/or representatives, is permitted to perform land due diligence to ensure the Premises are appropriate for installation and operation of the System, whereby such due diligence may include but is not limited to conducting geotechnical, survey, environmental, and other customary due diligence (the "Due Diligence"). If any Due Diligence efforts require testing or sampling which alters the overall condition of the Premises, Lessee shall, at its sole expense, restore the Premises to its original condition, excluding ordinary wear and tear. Lessee shall have the option and the unfettered right to elect to commence the Primary Term (as defined below) of this Lease during the Option Term. Lessee shall give Lessor written notice of its election to commence the Primary Term on or before the expiry of the Option Term notifying the Lessor of the date for commencement of the Primary Term (the "**Lease Commencement Date**"). During the Option Term the Lessee may terminate this Lease if Lessee determines, in its sole and absolute discretion, that it would not be commercially reasonable to proceed with the construction and operation of the System. In the event of termination by Lessee pursuant to this provision, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements and to honor and pay any existing liabilities and indemnification as provided herein. Any option and/or rental fees paid prior to said termination date shall be retained by Lessor.

- b. The Primary Term shall be for twenty-five (25) years (the "**Primary Term**") commencing on the Lease Commencement Date. After the Lease Commencement Date, but prior to construction and commercial operation of the System, Lessee may terminate this Lease if Lessee determines, in its sole and absolute discretion, that it would not be commercially reasonable to proceed with the construction and operation of the System; provided, however, if Lessee exercises such termination right following the Lease Commencement Date, then such termination shall be effective as of the date Lessee pays a termination fee (the "Lease termination Date") which amount shall be equal to the Rent that would otherwise be due for the first twelve (12) months following the Lease Termination Date. Notwithstanding anything to the contrary contained herein, the Primary Term shall terminate seven (7) years after the Lease Commencement Date if the System has not achieved connection to the utility grid or commenced distributing power onto the electric grid for sale within seven (7) years after the Lease Commencement Date.
- c. Lessee shall have the option and right to elect to extend this lease for two (2) five (5) year extensions (each such extension referred to as a "**Renewal Term**", or collectively as the "**Renewal Terms**"). Lessee shall give Lessor written notice of its election to extend the Lease for the initial Renewal Term on or before the commencement of the twenty-third (23rd) year of the Primary Term. Lessee shall give Lessor written notice of its election to extend the Lease for the second Renewal Term on or before the commencement of the third (3rd) year of the initial Renewal Term.

- d. A final term commencing upon expiration of the Primary Term, or expiration of the final Renewal Term, whichever is later, to allow for Lessee's decommissioning and removal of the System in accordance with Section 15 (the "Final Term"). The Final Term shall last no longer the ninety (90) days, unless extended per mutual written agreement of Lessee and Lessor.
5. **Rent.** In consideration for Lessor leasing the Premises to Lessee, Lessee agrees to pay during the Lease Term to Lessor in lawful money of the United States of America, basic rent as follows (collectively, the "Basic Rent"):
- a. **Primary Term Rent.** Commencing on the Lease Commencement Date and continuing on each anniversary thereafter the annual rent of [REDACTED] per acre of the Premises per year payable to Lessor, in advance, in one (1) annual installment. The Primary Term Rent shall escalate at the rate of 3% beginning on the second anniversary of the the Lease Commencement Date and continuing each year after.
 - b. **Renewal Term Rent.** Beginning on the first (1st) day of the first (1st) Renewal Term, the annual Rent shall be the then existing Primary Term Rent and such Renewal Term Rent shall continue to be increased annually at the same 3% rate of increase per acre of the Premises per year payable to Lessor, in advance, in twelve (12) monthly installments.
 - c. **Final Term Rent.** Commencing on the first day of the Final Term, the annual Rent shall be the Primary Term amount or the Renewal Term Rent amount (whichever is applicable) plus [REDACTED] per acre of the Premises payable monthly to Lessor, in advance, with the last monthly installment thereof pro-rated to the last day of the Final Term.
 - d. **Basic Rent Due Date.** Any payment due under this Lease shall be timely if it is made on the due date or within thirty (30) calendar days thereof.
 - e. **Crop Damages.** Following the Lease Commencement Date and for the remainder of the Term, Lessor shall not, and shall not allow any other person to plant any new crops on the Premises and shall otherwise keep the Premises free and clear of any use as agricultural farmland. If at any time prior to the Lease Commencement the Lessor desires to, or desires to allow any other person to plant new crops or otherwise use the Premises as agricultural farmland, Lessor shall notify Lessee no less than thirty (30) days prior to such planting or use. Within fifteen (15) days following receipt of such notice, Lessee may elect by written notice to Lessor for Lessor to keep the Premises free and clear of any new crops or any other use as agricultural farmland until the Lease Commencement Date. In connection with any such election, Lessee shall pay Lessor a lump sum amount of [REDACTED] per acre within the (10) business days following such date. If Lessee does not provide notice of such election to Lessor within such period, Lessee shall be permitted to plant new crops or otherwise use the Premises as agricultural farmland until the Lease Commencement Date; provided that Lessee shall have the

right to require Lessor to clear the crops from the Premises and vacate the Premises at any time following twenty-one (21) days written notice from Lessee. If, at the time of any such notice, such crops have not reached maturity, Lessee shall reimburse the Lessor for its reasonable, documented costs incurred in connection with planting and caring for such crops (including seed, insecticide, and tenant rent paid for crop season) and compensate the Lessor for the lost value of the crop(s) at the rate of [REDACTED] per acre. Lessor shall not be entitled to any compensation for any crop(s) that reach maturity prior to the date of receipt of such notice from Lessee.

6. **Title and Quiet Possession.** Lessor shall ensure that Lessee's rights under the Lease and Lessee's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. Lessee shall have the quiet use and enjoyment of the Premises and the easements described herein in accordance with and subject to the terms of this Lease, without any manner of hindrance, interference, or molestation of any kind by Lessor or any person claiming through Lessor. It shall be Lessee's responsibility to post the Premises as it deems appropriate and to enforce any restrictions on access and/or use by third parties, whether as permitted by Lessee or as trespassers.
7. **Maintenance of Premises, Compliance with Law and Permitting.** Lessee shall, at its sole cost and expense, maintain the Premises in good condition and repair. Lessor shall fully comply with all statutes, regulations, orders, permits and other governmental requirements (collectively "**Laws**") applicable to the Premises or to Lessor as the owner of the Premises, including but not limited any to any Laws relating to operation and maintenance of the Premises, and Lessor shall cooperate in all respects so as to allow Lessee to procure and maintain any permits necessary for the installation and operation of System as a result of the System's location on the Premises. Lessor shall also fully cooperate with Lessee's efforts at no cost to Lessor to obtain any permits necessary for the construction, operation, maintenance, and grid connection of the System.

8. **No Alteration of Premises.** Lessor shall not make any alterations or repairs to the Premises which may adversely affect the operation and maintenance of the System without Lessee's prior written consent. If Lessor wishes to make such alterations or repairs, Lessor shall give prior written notice to Lessee, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Lessee the opportunity to advise Lessor in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Lessor shall be responsible for all damage to the System caused by Lessor or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, (a) such work and any replacement of the System after completion of Lessor's alterations and repairs shall be done by Lessee or its contractors at Lessor's cost, and (b) Lessee (e.g. the "Seller" as defined in the PPA) may reasonably estimate the amount of electricity that would have been delivered to Purchaser (as defined below) under the PPA during the period of time in which the System is not operational and thereafter during the term of the PPA, if such alteration/repairs adversely affect ongoing operation and maintenance of the System, and shall invoice Lessor for such amount and any associated lost or recaptured Environmental Incentives (as defined below) and lost sales (and penalty payments associated with the same) of associated Environmental Attributes (as defined below). All of Lessor's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
9. **Liens.** With the exception of a Permitted Mortgage, Lessor shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Lessor shall immediately notify Lessee in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Lessee, and shall indemnify Lessee against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Lessor may mortgage its interest in the Property and pledge or otherwise encumber its rights under the Lease pursuant to such mortgage, provided that prior to entering into such mortgage the financial institution providing the mortgage enters into a subordination and non disturbance agreement with Lessor (a "**Permitted Mortgage**").
- a. **Mechanics Lien.** Lessee promptly shall pay for any labor, services, materials, supplies or equipment furnished to it in or about the Premises and shall keep the Premises free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to it or for its benefit in connection with its preparation, development, occupation or use of the Premises. Should any such lien or notice of such lien be filed against the Premises, Lessee shall discharge the same within forty-five (45) days after it has received notice that the lien or claim is filed regardless of the validity of such lien or claim. The previous sentence notwithstanding, if Lessee has a good faith belief that such lien is not valid it shall have the right to contest any such mechanic's or other lien claim filed against the Premises or any part thereof if it notifies Lessor in writing of its intention so to do, diligently prosecutes any such contest, at all times

effectually stays or prevents any official or judicial sale of the Premises under execution or otherwise, and pays or otherwise satisfies any final judgment adjudicating or enforcing such contested mechanic's or other lien and thereafter promptly procures and records a satisfaction and release of same.

10. **Security.** Lessor shall be responsible for using commercially reasonable efforts to notify Lessee of any risks to the physical security of the Premises and the System. Lessor will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
11. **Insolation.** Lessor hereby acknowledges, understands and agrees that unobstructed access to sunlight ("**Insolation**") is essential to Lessee's performance of its obligations in the PPA and a material term of this Lease. Lessor shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Lessor becomes aware of any activity or condition on its property that could diminish the Insolation of the System, Lessor shall notify Lessee immediately and shall cooperate with Lessee in preserving the System's existing Insolation levels. If such Insolation levels are not or cannot be maintained, the amount of electricity that would have been delivered to the "Purchaser" (as defined in the PPA) under the PPA but for the reduced insolation levels, shall be reasonably determined by mutual agreement, or in the absence thereof, by appraisal conducted by a mutually acceptable appraiser who is knowledgeable of the industry, and Lessee may elect to invoice Lessor for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes (as defined in the PPA) subject to the Limitations on Liability as set forth under Section 21(d)(ii) Further, the Parties agree that reducing Insolation would irreparably injure Lessee, that such injury may not be adequately compensated by an award of money damages, and that Lessee is entitled to seek specific enforcement of this Section 11 against Lessor.

As used in this Lease, the terms Environmental Attributes, Environmental Incentives, Governmental Agencies, and Tax Credits shall have the following meanings:

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and

any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“Environmental Incentives” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“Governmental Authority” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the Minnesota Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“Tax Credits” means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

Notwithstanding anything to the contrary in this Lease, or any other document, permit, certificate, or approval, Lessee is the sole and exclusive owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Lessor's rights shall not include any Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be the property of Lessee. Lessee may request that Lessor cooperate with Lessee in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Lessor shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Lessor related to Lessee's System, Lessor shall immediately pay such amounts over to Lessee.

12. **Ingress, Egress, Utility and Solar Easement.** The rights granted to Lessee in this Lease include, without limitation the following easements and related rights:

- a. the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Premises, in connection with the System: (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said

towers, wires and cables (collectively "**Transmission Facilities**"); (b) facilities consisting of one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service the System, regardless where located (collectively "**Interconnection Facilities**", which collectively with the Transmission Facilities and improvements installed in connection with the System, collectively constitute the "**Solar Improvements**"); and (c) with all necessary easements therefor;

- b. Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across Lessor's Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Lessor's Property, together vertically through all space located above the surface of the Lessor's Property, 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 surface from each point along the exterior boundary of the Lessor's Property through each Site to each point and on and along such line to the opposite exterior boundary of the Lessor's Property, and for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the System. The memorandum described in Subparagraph n of Section 28 shall reference the Solar Easement, as required by Minn. Stat. § 500.30. For the avoidance of doubt, growing crops (including, but not limited to, corn, soybeans, grains, or alfalfa; but specifically excluding trees) outside of the Premises shall not be deemed to interfere with this Solar Easement. Lessee acknowledges that Lessor has no obligation to prevent or to seek to regulate the existence of or the planting of trees on any real property it does not own.
- c. An exclusive easement and right to capture, use and convert sunlight and related solar resources on an unobstructed basis over and across the Premises and Lessor's Property;
- d. A non-exclusive access easement over and across the Lessor's Property for ingress and egress to the Premises, to and from a public road, and a construction and utility easement over Lessor's Property adjacent to the Premises for construction and maintenance of the System.
- e. A non-exclusive right for the installation, use, repair, replacement and removal of the System across the Lessor's Property;

- f. An non-exclusive right for the installation, use, operation, maintenance, repair, replacement and removal of Interconnection Facilities across the Lessor's Property;
- g. An easement and right on the Lessor's Property to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right, subject to applicable governmental regulations, to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Lessor's Property which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the System or Lessee's operations;
- h. The right of subjacent and lateral support on the Lessor's Property to perform whatever is necessary for the operation and maintenance of the System, including, without limitation, guy wires and supports; and
- i. The right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Lease or that are compatible with such purposes or uses.

The easement rights granted by Lessor under this Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of this Lease. The parties expressly intend for all easement rights herein to be, and for this Lease to create, **EASEMENTS IN GROSS** in Lessee and Lessee's successors and assigns, and neither such easements nor this Lease shall be appurtenant to any other property or interest. Notwithstanding the foregoing, if the Lessor conveys the Lessor's Property during the Lease Term, Lessor agrees that any granting document, including the deed, shall include within the property description, the existence of the easements contained herein.

The term of the easements described in this Section 12 shall commence upon the Lease Commencement Date of this Lease and shall continue until the expiration of the Lease Term. Additional details concerning the location and configuration of the easement shall be set forth in a recordable instrument prepared by Lessee, which Lessor agrees to execute, and have notarized, within ten (10) days of any Lessee request therefor made from time to time. In addition, at Lessee's request and expense, the easements described in this Section 12 may be set forth in a separate standalone easement agreement, which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and binding upon all subsequent owners, successors, and assigns.

13. **Lessor's Access.** Lessor shall not enter the Premises without providing Lessee with three (3) days advance written notice or outside the presence of a Lessee representative, except in situations where there is imminent risk of damage to persons or property.

14. **Taxes.**

a. **System Taxes.**

- (1) As of the Effective Date, there are no taxes assessed against the System. If, however, after the Effective Date the System is subject to System Taxes, then Lessee shall pay any and all System Taxes prior to the date such System Taxes become delinquent. If the Premises or land subject to Access Easement experiences any increase in the amount of real property taxes assessed as a result of the installation of the solar facilities on the Premises, including any reclassification of the Premises and/or the requirement to pay any penalties associated with a change in the Green Acres classification on a portion of the Premises, Lessee shall pay the increase each year within, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating the reasons for any increase in real estate taxes.
- (2) To the extent Lessee, in its reasonable good faith judgment, believes the relevant taxing authority has erred in its assessment and/or calculation of the System Taxes, then following the written notice thereof to Lessor and if permitted under the System Tax Contest procedures, Lessee may withhold payment of such System Taxes and contest such System Taxes by filing a System Tax Contest. Lessee shall pay the amount of the System Taxes determined to be due pursuant to such System Tax Contest within the timeframes established for such payment pursuant to any order or judgment rendered in such a System Tax Contest. The cost of such System Tax Contest shall be borne by Lessee and Lessee shall indemnify and hold Lessor harmless from any costs, fines, penalties or other losses imposed or sought to be imposed against Lessor related to any such System Tax Contest.

b. **Payment of Lessor's Taxes and Expenses.** Lessor shall timely pay, or cause the payment of, all of such Lessor's Expenses and such Lessor's Taxes and Insurance Expenses. Lessor shall provide Lessee with evidence of Lessor's payment of such Lessor's Taxes and Insurance Expenses within thirty (30) days after Lessor pays any of such Lessor's Taxes and Insurance Expenses, but in no event later than ten (10) days after the date any such Lessor's Taxes and Insurance Expenses would have become delinquent if unpaid, which evidence of payment shall be accompanied by a copy of the tax bill or insurance bill, as the case may be, for such Lessor's Taxes and Insurance Expenses then paid.

c. **Payment of Lessee's Taxes and Expenses.** Lessee shall timely pay, or cause the payment of, all of such Lessee's Taxes and Insurance Expenses. Lessee shall provide Lessor with evidence of Lessor's payment of such Lessee's Taxes and Insurance Expenses within thirty (30) days after Lessee pays any of such Lessee's

Taxes and Insurance Expenses, but in no event later than ten (10) days after the date any such Lessee's Taxes and Insurance Expenses would have become delinquent if unpaid, which evidence of payment shall be accompanied by a copy of the tax bill or insurance bill, as the case may be, for such Lessee's Taxes and Insurance Expenses then paid.

- d. **Definitions.** For the purposes of this Section 14 and this Lease, the following terms shall have the following meanings:

"Lessee's Taxes and Insurance Expenses" means any and all System Taxes plus any increase in the amount of real property taxes assessed on the Premises as a result of the installation of the System on the Premises, including any reclassification of the Premises together with any and all insurance required to be maintained by Lessee pursuant to this Lease.

"Lessor's Expenses" means any and all costs, expenses and charges incurred by Lessor in connection with Lessor's ownership, use, operation and management of the Premises including, but not limited to, Lessor's Taxes and Insurance Expenses, common area maintenance charges in a manner consistent with the community standards for properties similar in size and caliber as the Premises, but excluding Lessee's Taxes.

"Lessor's Taxes and Insurance Expenses" means any and all ad valorem taxes, real and personal property taxes and any other taxes that may be attributable to Lessor's ownership of the Premises and Lessor's Property and/or any of Lessor's personal property located therein or thereon, specifically excluding therefrom any and all Lessee's Taxes, together with any and all insurance required to be maintained by Lessor pursuant to this Lease.

"System Taxes" means any and all personal property taxes or production taxes attributable solely to the System.

"System Tax Contest" means a challenge to proposed System Taxes filed in accordance with the requirements of any and all statutes, ordinances, rules, regulations and any and all other laws establishing the procedures for such a challenge.

15. **Removal of System at Expiration.**

Upon the expiration of the Primary or the Renewal Term, or the earlier termination of this Lease, Lessee shall, at its expense, remove all of its tangible property comprising the System from the Premises during the Final Term. Excluding ordinary wear and tear, the Premises shall be returned to its original condition including the removal of System mounting pads or other support structures. Lessee shall leave the Premises in neat and clean order. If Lessee fails to remove or commence substantial efforts to remove the System by the expiration of the Final Term the rent payable to Lessor shall increase to 200% of the last current rent amount per acre. In addition,, Lessor shall have the right, but not the obligation, at its option, to remove or cause the System to be removed to a public warehouse and restore the Premises to its original condition (other than ordinary

wear and tear) at Lessee's cost. Lessee acknowledges that the Premises will provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

16. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "**Defaulting Party**", the other Party shall be the "**Non-Defaulting Party**" and each event of default shall be a "**Default Event**":

- (1) failure of a Party to substantially perform any material obligation, other than those described in subsections (2) to (5), under this Lease within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (i) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- (2) if any representation or warranty or covenant of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- (3) Lessor loses its rights to occupy and enjoy the Premises;
- (4) a Party, or its guarantor (if any) becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within ninety (90) days); or
- (5) Lessor prevents Lessee from installing the System or otherwise failing to perform an obligation contained in this Lease in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Lessor's obligations to make payments that otherwise would have been due under this Lease.

- b. **Remedies.** On the occurrence of a Default Event, the Non-Defaulting Party may pursue any remedy under this Lease, at law or in equity, including an action for specific performance, damages and termination of this Lease, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. With respect to any Default Event by Lessor, Lessee's remedies shall include, but shall not be limited to, an action for damages related to the loss or recapture of federal or State tax credits and incentives and all lost revenue from the System (for the avoidance of doubt, the Parties agree that all such damages shall be deemed to be direct damages). In the event Lessor terminates this Lease due to a Lessee Default Event, among Lessor's other remedies, Lessee shall be required to remove the System pursuant to Section 15. Nothing herein shall limit either Party's right to collect damages up to the occurrence of a breach by the other Party that does not become a Default Event. If a Non-Defaulting Party terminates this Lease pursuant to this Section 16(b), then following such termination, Lessee shall, at the sole cost and expense of the Defaulting Party, remove the equipment including all mounting pads and but excluding other support structures constituting the System and return the Premises to its original condition, or as near as possible to its original condition as of the Lease Commencement Date, reasonable wear and tear excepted. The Non Defaulting Party shall be entitled to its reasonable costs and attorneys fees from the Defaulting Party and shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.
- c. **Financing Party Rights.** If any event of Default Event by Lessee remains uncured following the applicable cure period under Section 16(a), Lessor shall send written notice of such uncured Default Event to each Financing Party defined in Section 24(c) at the address provided therefor, whereupon the Financing Party shall have an additional thirty (30) days during which it may, in its sole and absolute discretion, cure such Default Event on Lessee's behalf. Landlord may not pursue any remedy for such Default Event unless it remains uncured following the expiration of such Financing Party's thirty (30) day cure period. No notice shall be effective against a Financing Party unless and until actually received by such Financing Party.

17. **Representations and Warranties.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
- (1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency,

reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- (2) Such Party has obtained, and shall have obtained prior to the commencement of any business operations, all permits, licenses, authorizations, consents and approvals required by any governmental authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Lease; and such Party is in compliance with all laws that relate to this Lease in all material respects.

b. **Lessor's Representations and Warranties.** Lessor represents, covenants and warrants to Lessee the following:

- (1) **Lease.**
 - A. Lessor owns the Premises and the Lessor's Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Lessee may obtain.
 - B. Lessor has the full right, power and authority to grant the Lease. Such grant of the Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Lessor or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Lessor is bound or that affects the System.
- (2) **Other Agreements.** Neither the execution and delivery of this Lease by Lessor nor the performance by Lessor of any of its obligations under this Lease conflicts with or will result in a breach or default under any agreement or obligation to which Lessor is a party or by which Lessor or the Premises is bound.
- (3) **Accuracy of Information.** All information provided by Lessor to Lessee, as it pertains to the Premises, is accurate in all material respects.
- (4) **Compliance with Law.** Lessor is in compliance with and, for the Lease Term, Lessor shall fully comply with all applicable Laws, including but not limited any to any Environmental Laws relating to operation and maintenance of the Premises.
- (5) **Environmental Permits.** Lessor has obtained, possesses, is in compliance with and has made all necessary filings for issuance or renewal of, all material Environmental Permits applicable to the

Premises, and all such Environmental Permits are appended to Exhibit 4.

- (6) Environmental Compliance. Since acquiring the Premises, Lessor has been, in material compliance with Environmental Laws applicable to the Premises.
- (7) No Environmental Proceedings. Lessor has not received any written notice of any proceeding regarding any actual or alleged violation of, or liability under Environmental Laws, or any investigatory, remedial or corrective obligations under Environmental Laws, in each case with respect to the Premises, nor is any such proceeding threatened to Lessor's knowledge.
- (8) No Environmental Releases. To Lessor's knowledge, the Lessor has not caused the release of Hazardous Substances at, on, about, under or from any of the Premises which could give rise to material liability under Environmental Laws.
- (9) No Environmental Events. To Lessor's knowledge, there are no events: (i) that would prevent continued compliance by the Lessor with Environmental Laws and the requirements of Environmental Permits applicable to it or the operation of the Premises in the same manner as presently operated and as contemplated by this Lease, or (ii) based upon the acts or omissions of the Lessor, that would result in the liability of Lessor under any applicable Environmental Laws.
- (10) Environmental Written Materials. Lessor has delivered to Lessee true, correct and complete copies of all Environmental Written Materials pertaining to the Premises in its possession, receipt, access or control.

c. Environmental Conditions. Lessee states and Lessor represents, warrants, acknowledges, covenants and agrees that:

- (1) The Parties acknowledge and agree that the Lessor's Property (and Premises) previously was operated by Lessor, and as between the Parties the Lessor is legally responsible for Pre-Existing Environmental Conditions;
- (2) Lessee has no liability for claims of any nature that currently exist or may hereafter arise relating to the Pre-Existing Environmental Conditions;
- (3) Lessee bears no responsibility whatsoever for any Pre-Existing Environmental Conditions on the Property whatsoever. Lessor, for and on behalf of itself and all its successors in title and assigns, hereby waives, relinquishes, and releases Lessee, Lessee's

Affiliates and its and their respective employees and agents from, and covenants not to sue Lessee, Lessee's Affiliates and its and their respective employees and agents for, any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which any third party, including but not limited to Purchaser (as defined in the PPA), might assert or allege against Lessee (or Lessee's Affiliates and its and their respective employees or agents) at any time by reason of or arising out of Pre-Existing Environmental Conditions.

- (4) As between Lessor and Lessee, Lessor is and shall be solely responsible for all Pre-Existing Environmental Conditions on the Property and hereby covenants and agrees to indemnify, defend and pay any and all claims arising out of, related to or resulting from such Pre-Existing Environmental Conditions, including, without limitation, costs of remediation and claims by any Person for property damage, bodily injury or death.
- (5) Environmental Written Materials. Lessor shall promptly furnish to Lessee, on an on-going basis throughout the Lease Term and without necessity of request, all Environmental Written Materials.

d. **Definitions.** For the purposes of this Section 17 and this Lease, the following terms shall have the following meanings:

- (1) **"Environmental Laws"** means all federal, state and local laws, regulations, by-laws and ordinances, including policies and guidelines, orders, consent orders, settlement agreements and judgments of any Governmental Authority relating to pollution, protection of the environment or human health or safety, now or hereafter in effect.
- (2) **"Environmental Permits"** means all federal, state and local authorizations, certificates, permits, franchises, Leases, approvals required by, and any filings made to, any Governmental Authority pursuant to Environmental Laws regarding the Premises, Facility and the System.
- (3) **"Environmental Written Materials"** means all information, data, studies, analyses, tests, monitoring, notices, reports or other communications of any kind concerning the Premise's compliance with Environmental Laws and Environmental Permits as Lessor may possess, receive, file or submit or to which it otherwise has access or control from time to time, including, without limitation, any release or suspected or threatened release of Hazardous Substances at, on, about, under or from the Premises, compliance with applicable Environmental Laws and Lessor's liability under

applicable Environmental Laws including, but not limited to any proceeding initiated or threatened by any person alleging liability under Environmental Laws, or seeking or imposing investigatory, remedial or corrective obligations under Environmental Laws.

- (4) **"Governmental Authority"** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, or any arbitrator with authority to bind a party at law.
- (5) **"Hazardous Substance"** means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.
- (6) **"Pre-Existing Environmental Conditions"** means any and all Hazardous Substances which are on or under the Premises as of the Lease Commencement Date.
- (7) **Lessor's Covenants.** Lessor warrants, represents, covenants and agrees as follows:
 - A. To the best of Lessor's knowledge, no Hazardous Substance has been released, discharged or disposed of on, under or about the Lessor's Property (or off site of the Premises or Lessor's Property which might affect the Premises or Lessor's Property) by any entity, firm or person, or from any source whatsoever.
 - B. Lessor shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Lessor has supervision or control or right of the same to comply with all applicable Environmental Laws.
 - C. To the best of Lessor's knowledge, (a) there are no underground storage tanks on the Property; (b) no

underground storage tanks have been removed from the Property; (c) there is no asbestos or asbestos containing material in the Lessor's Property and no asbestos or asbestos containing material has been removed from the Lessor's Property; (d) no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of more than five hundred (500) gallons of any Hazardous Substance per year, including, without limitation, gasoline stations, automobile repair facilities, dry cleaners, photo developing laboratories, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Property.

D. Lessor shall give prompt notice to Lessee of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Property (or off-site of the Property that might affect the Property) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any third party against Lessor or the Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Lessor's discovery of any occurrence or condition on the Property (or off-site of the Property that might affect the Property) that could cause the Lessor's Property or any part thereof, to be subject to any restriction on occupancy or use of the Lessor's Property under any Environmental Law.

E. If any Hazardous Substance is deposited, released, stored, disposed, discovered or present in or on the Property or Lessor's Property, at Lessor's expense, Lessor shall in a manner that complies with all applicable laws, rules, regulations and policies of any governmental body with jurisdiction over the same, remove, transport and dispose of such substances and perform all remediation and cleanup necessary or advisable to remediate any damage to persons, property or the environment as a result of the presence of such Hazardous Substances. Lessor shall use its best efforts to minimize direct and indirect impact on Lessee during all activities related to remediation. If any asbestos is discovered in the Premises or Lessor's Property during Lessee's inspection of the Premises or Lessor's Property or construction of its tenant improvements, then Lessor shall promptly remove the asbestos or cause it to be removed at Lessor's sole cost and expense and if the foregoing delays the construction or installation of Lessee's improvements,

then the Rent Commencement Date shall be extended for one (1) day for each day of delay.

- F. Lessee's Use of Hazardous Substances. Lessee will manage any use of Hazardous Substances in accordance with the Environmental Laws. Other than using the foregoing, Lessee does not have direct or indirect responsibility for or authority to manage or control use, transportation, generation or disposal of any Hazardous Substance on the Property or in the Lessor's Property.

(8) **Indemnities.**

- A. Lessee shall protect, defend, indemnify, and hold harmless Lessor and Lessor's employees, agents, parents, and subsidiaries from and against any and all loss, damage, cost, expense, or liability (including attorneys' fees) and the costs of repairs and improvements necessary to return the Lessor's Property to the physical condition existing prior to undertaking any activity related to any Hazardous Substance ("Claims") directly arising out of or attributable to Lessee's or Lessee's agents, contractors, or employees use, manufacture, storage, release, or disposal of a Hazardous Substance in the Lessor's Property. This indemnity shall survive the termination of this Lease.
- B. Lessor shall protect, defend, indemnify and hold harmless Lessee and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any Claims directly or indirectly related to: (a) a violation of or responsibility under Environmental Laws except that if such Claims are directly related to Lessee's, or Lessee's agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance in the Premises or Lessor's Property; or (b) a breach of any representation, warranty, covenant or agreement contained in this Article. This indemnity shall survive the termination of this Lease. In the event of any governmental or court order concerning Hazardous Substances in the Lessor's Property, or on the Property (not caused by Lessee) that precludes Lessee from reasonable operation of its business in the Lessor's Property, Lessee may cease operating and Base Rent and all other charges shall be abated. If such governmental or court order is not resolved within six (6) months, Lessee may terminate this Lease.

18. **Insurance.**

- a. **Lessee's Insurance.** During the Lease Term, Lessee shall obtain and keep in full force and effect, the following insurance which may be provided under blanket insurance policies covering other properties as well as the Lessor's Property and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A and a Best's financial performance rating of at least 7. Lessor shall be named as an additional insured under Lessee's policies and Lessee will provide Lessor with a certificate(s) evidencing such insurance.
- (1) **Liability Insurance.** Personal injury, bodily injury and property damage insurance, naming Lessor, as well as managing agent upon Lessor's written request, as additional insureds as their interest may appear from time to time, against liability arising out of Lessee's use, occupancy, repair or maintenance of the Premises and Lessor's Property. Such insurance shall include an "each occurrence" limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Lessee's insurance shall be primary with respect to any claim arising out of events that occur in the Premises.
- (2) **Property Insurance.** Commercial property form insurance with a special form endorsement providing coverage on a replacement cost basis for Lessee's fixtures, equipment and inventory in the Premises. During the Lease Term, Lessee shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Lessee elects to terminate the Lease under Article 9 hereof. Lessor shall have no interest in any insurance proceeds Lessee receives for Lessee's Property and Lessor shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Lessee. Lessee's policies shall not be contributing with or in excess of any coverage which Lessor shall carry on the Lessor's Property.
- b. **Lessor's Insurance.** During the Lease Term, Lessor shall obtain and keep in full force and effect, the insurance described in Exhibit 7. The insurance required to be carried by Lessor under this Section shall be referred to herein as "Lessor's Insurance." Lessee shall be named as additional insured under Lessor's policies and Lessor will provide Lessee with a copy of the certificate and premium bill evidencing Lessor's Insurance.
- c. **Waiver of Subrogation.** Neither Lessor nor Lessee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or

employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Lessor and Lessee shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

- d. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- e. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Lease.
- f. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Lease, each Party shall be responsible for the payment of its own deductibles.

19. **Ownership of System.** Throughout the Lease Term, Lessee shall be the legal and beneficial owner of the System and all of the System's electric output and Environmental Attributes, and the System shall remain the personal property of Lessee and shall not attach to or be deemed a part of, or fixture to, the Premises. Each of the Lessee and Lessor agree that the Lessee is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Lease. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Lessor shall provide a disclaimer or release from such lienholder. Lessor consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises is located.
20. **Non Disturbance Agreement.** Within Twenty (20) days of a written request from Lessee, Lessor agrees to deliver to Lessee a commercially reasonable non disturbance agreement executed by (i) the Lessor, (ii) any mortgagee(s) holding mortgage(s) encumbering the Premises, and (iii) other persons holding a similar interest in the Premises, providing for Lessee to subordinate this Lease to any current or future mortgage or deed of trust and to attorn to Lessor's successor following any foreclosure, sale or transfer in lieu thereof; provided that the mortgagee, transferee, purchaser, lessor or beneficiary agrees in a written instrument in form and substance satisfactory to Lessee that Lessee's use or possession of the Lessor's Property shall not be disturbed, nor shall its obligations be enlarged or its rights be abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.
21. **Indemnification and Limitations of Liability.**
- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 17 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Lease; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 21 however, shall not apply to liability arising from any form of hazardous

substances or other environmental contamination, such matters being addressed exclusively by Section 21(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 21 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 21(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** In addition to, not in lieu of, the indemnification described in Section 21(a), Lessee shall indemnify, defend and hold harmless all of Lessor's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Lessee or any of its contractors or agents. Lessor shall indemnify, defend and hold harmless all of Lessee's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (including but not limited to any Hazardous Substance resulting from or relating to the prior use of the Premises, any Pre-Existing Conditions, and any settling or subsidence of the Premises), except to the extent deposited, spilled or otherwise caused by Lessee or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
- d. **Limitations on Liability.**
 - i. **No Consequential Damages.** Except as specifically stated in this Lease, and except with respect to indemnification for Liabilities pursuant to this Section 21 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, punitive, statutory, or

consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.

- ii. Actual Damages. Except as specifically stated in this Lease, and except with respect to indemnification for Liabilities pursuant to this Section 21 and damages that result from the willful misconduct of a party, the aggregate liability under this Lease of a party arising out of or in connection with the performance or non-performance of this Lease shall not exceed \$500,000. The provisions of this Section 21(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise, but shall not apply to any specific performance remedy requiring the Lessor to permit Lessee continued use of or access to the System, Premises or Property or otherwise requiring the Lessor to continue to perform its obligations set forth in this Lease.

22. Right to Terminate. Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

- a. Any governmental agency, environmental or local authority, or other regulatory body denies a request by Lessee for or revokes a permit, license, or approval that is required for Lessee to construct or operate the System on the Premises, or Lessee is unable to obtain or maintain any agreement necessary for the operation of the System and the sale and delivery of the electricity delivered by it, including without limitation an interconnection agreement and power purchase agreement with the applicable utility company;
- b. Lessee, at its sole discretion, determines that environmental or technical problems, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose;
- c. Lessee, at its sole discretion, determines that the interconnection costs and continued operation of the System would be economically unfeasible;
- d. Lessee determines that Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- e. Utilities necessary for Lessee's use of the Premises are not available to the Premises; or
- f. The Premises are damaged or destroyed to an extent that prohibits or materially interferes with Lessee's use of the Premises.

In the event of termination by Lessee pursuant to this provision, Lessee shall be relieved of all further liability hereunder except its obligation to remove its improvements and to honor and pay any existing liabilities and indemnification as provided herein. Any rental fees paid prior to said termination date shall be retained by Lessor.

23. **Force Majeure.**

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); any Change in Law (as defined below) that makes it unlawful, impossible or materially impracticable for Lessee to perform under this Lease; unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Lease, if either Party is rendered wholly or partly unable to timely perform its obligations under this Lease because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Lease Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. If a Force Majeure event continues for a period of thirty (30) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then the Parties shall, within thirty (30) days following receipt by the other Party of notice of such Force Majeure event, meet and attempt in good faith to negotiate amendments to this Lease. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Lessee shall have the right to terminate this Lease without either Party having further liability to the other Party except with respect to payment of amounts accrued prior to termination.

- d. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Lease (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any governmental authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Lessee's obligations hereunder; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Lease shall not be a Change in Law pursuant to this Lease.

24. **Assignment and Financing.**

- a. **Assignment.** Lessor may only assign this Lease to a new fee title owner of the Premises that assumes Lessor's obligations hereunder in writing, in such form as is reasonably approved by Lessee. Lessor shall not unreasonably withhold, condition, or delay its consent to any assignment proposed by Lessee. In addition, Lessee may, without Lessor's prior written consent, sublet the Premises or assign the Lease to, or otherwise allow the use of the Premises by: (i) a subsidiary, affiliate, division or corporation controlling, controlled by or under common control with Lessee; (ii) a successor corporation related to Lessee by merger, consolidation, non-bankruptcy reorganization, or government action; (iii) any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Lessee located at the Premises; or (iv) any reputable company engaged in the business of solar energy production. In addition, Lessee may, without the prior written consent of Lessor, and in its sole discretion, assign, mortgage, pledge or otherwise directly or indirectly assign its interests, rights and obligations under this Lease to (v) any Financing Party, (vi) any entity through which Lessee is obtaining financing from a Financing Party, (vii) any affiliate of Lessee, or (viii) any entity to which Lessee conveys all of its right, title and interest in the System. The parties identified under Section 24.a(i)-(viii) above are referred to in this Lease from time to time by the term **"Permitted Assignee"**. This Lease shall be binding on and inure to the benefit of the permitted successors and assignees, including any Permitted Assignees. Lessee shall be released from liability hereunder as a result of any assignment of this Lease only upon a written assumption of Lessee's obligations hereunder by the assignee.
- b. **Subletting.** Provided Lessee is not in default under this Lease, this Lease may be sublet in whole or in part by Lessee with written notice, but without the prior written consent of the Lessor, upon terms and conditions consistent with the Use and Operation of the Premises set forth herein.² Subsequent to the execution of

any sublease, Lessee shall remain primarily liable for its obligations and liability contained in this Lease.

- c. **Financing.** The Parties acknowledge that Lessee may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("**Financing Parties**") in connection with the installation, construction, ownership, operation and maintenance of the System. Lessor shall agree to any changes or additions to this Lease that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Lease. Lessor also agrees that should Lessee assign this Lease to the Financing Parties as collateral in accordance with Section 24(a), Lessor shall execute a consent to such an assignment in customary form and reasonably acceptable to the Financing Parties within Ten (10) days of Lessee's written request.

25. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, leased, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Lessor's business ("**Confidential Information**") to the other or, if in the course of performing under this Lease or negotiating³ this Lease a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Lease. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, Financing Parties and potential assignees of this Lease (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Lease. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Lease (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 25, except as set forth in Section 24. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 25 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 25. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 25, but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Lease, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required

to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

26. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Lease, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Lease. Neither Party shall make any press release or public announcement of the specific terms of this Lease (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Lease, including the ownership of Environmental Attributes and Environmental Incentives (both as defined in the PPA) and any related reporting rights.

27. **Governmental Taking.**

- a. **Total Taking.** If all or part of the Premises shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "**Taking**") with the result that, in Lessee's sole and absolute discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Lessee's continued use of the Lessor's Property for the intended use or such other use as existed at the time of the Taking (a "**Total Taking**"), then Lessee may terminate this Lease by providing Lessor with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Lessee shall vacate the Premises in accordance with Section 15.
- b. **Partial Taking.** If all or part of the Premises or the System shall be subject to a Taking that, in Lessee's sole and absolute discretion, does not constitute a Total Taking (a "**Partial Taking**") then (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Premises, which Lessee shall vacate in accordance with Section 15, (ii) this Lease shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre (or portion thereof) subject to the Taking, and the Rent shall be reduced accordingly. For purposes of clarification only,

Lessee shall be entitled to remove the System from any portion of the Premises that is subject to a Taking.

- c. **Participation.** Lessee shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Lessor shall cooperate with Lessee to facilitate such participation. Neither Lessor nor Lessee shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Allocation of Proceeds.** The proceeds of any Taking shall be apportioned as between Lessor and Lessee as follows: Lessor shall receive an amount equal to the fair market value of the Land subject to the Taking and calculated with reference to the value of the Land for the use established on the most recent real estate tax statement, but not the improvements constructed or placed by Lessee thereon, and Lessee shall receive such amounts as are separately awarded to compensate Lessee for the loss of use of the Premises so Taken, including any improvements constructed or placed by Lessee on the Land, and the loss or interruption of Lessee's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses. If after giving effect to the foregoing there remain any un-apportioned proceeds, they will be equitably apportioned as between Lessor and Lessee.

28. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the State of Minnesota shall govern this Lease without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Lease shall be arbitrated in Minneapolis/St. Paul, Minnesota. The arbitration shall be administered by the American Arbitration Association in accordance with its rules and procedures governing commercial arbitrations, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Lease shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Lease shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Lease at the addresses set forth in this Lease or such other address as either party may specify in writing. Each party shall deem a document emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Lease that should reasonably be considered to survive termination of this Lease shall survive. For the avoidance of doubt,

surviving provisions shall include, without limitation, Section 17 (Representations and Warranties), Section 21 (Indemnification and Limitations of Liability), Section 25 (Confidentiality and Publicity), Section 27 (Governmental Taking), Section 28(a) (Choice of Law), Section 28(b) (Arbitration and Attorneys' Fees), Section 28(c) (Notices), Section 28(g) (Comparative Negligence), Section 28(i) (No Partnership) Section 28(j) (Full Lease, Modification, Invalidity, Counterparts, Captions) Section 28(k) (No Third Party Beneficiaries).

- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Lease and which do not involve the assumptions of obligations other than those provided for in this Lease, to give full effect to this Lease and to carry out the intent of this Lease.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Lease at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Lease will be deemed to be a waiver. No exercise of any right or remedy under this Lease by Lessor or Lessee shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Lease shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Lease shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any liability.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and

conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- i. **No Partnership.** No provision of this Lease shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- j. **Full Lease, Modification, Invalidity, Counterparts, Captions.** This Lease, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Lease may be modified only by a writing signed by both Parties. If any provision of this Lease is found unenforceable or invalid, such unenforceability or invalidity shall not render this Lease unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Lease may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Lease. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The captions or headings in this Lease are strictly for convenience and shall not be considered in interpreting this Lease.
- k. **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Lease and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- l. **Time of Essence.** Time is of the essence for Lessor's and Lessee's obligations under this Lease.
- m. **Severability.** If any section, subsection, term, or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of the Lease, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.
- n. **Right to Record.** The Lessee shall have the right to prepare, execute and record a memorandum of lease, setting forth the general terms of the Lease and such other information as Lessee deems necessary. Lessor shall join in any such

memorandum of lease. Lessee shall provide the Lessor a copy of the recorded Memorandum of Lease after recordation by in the office of the County Recorder,
Nicollet County.

- o. **Tax Credits.** If under applicable law the holder of any interest under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Lessor and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Lease shall entitle Lessee to a fee interest in the Leased Premises, diminish Lessee's payment obligations under this Lease or extend the Lease Term.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease, as a seal instrument, as of the day and year first above written.

LESSOR:

Signature: Joel Enter
Printed Name: JOEL ENTER
Title: OWNER
Date: 6-26-19

Signature: Anika Enter
Printed Name: Anika Enter
Title: owner
Date: 6-26-19

STATE OF Minnesota
COUNTY OF Nicollet) SS

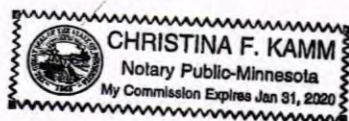
BE IT REMEMBERED, That on this 26 day of June, 2019,
before me, a Notary Public in and for said county and State, personally appeared

Joel Enter and Anika Enter
to me known to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her free and voluntary act and deed in his/her capacity as noted, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires: 1-31-2020

(Notary Stamp or Seal)



Christina F. Kamm
Notary Signature

Christina F. Kamm
Print Name

[Acknowledgements continue on the following page.]

Novel Energy Solutions L. L. C.

Printed Name: ✓

Title:

Date:

STATE OF

Minnesota

) SS

COUNTY OF

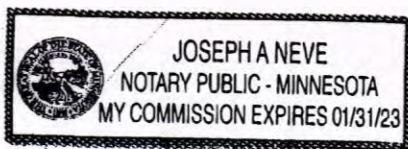
Ramsay

)

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires:

(Notary Stamp or Seal)



J. Alexander Nue

Notary Signature

J. Alexander Neve

Print Name _____

EXHIBIT 6

MEMORANDUM OF SOLAR POWER SITE LEASE

THIS MEMORANDUM OF SOLAR POWER SITE LEASE (this "**Memorandum**") is made and entered into as of _____ 20__, by and between

([] a single person, [] husband and wife, or [] other) _____, having an address of _____ ("**Lessor**"), and Novel Energy Solutions L. L. C. (or Assigns), a Minnesota Limited Liability Company, having an address of 1633 S. Roberts St., Suite A, West St. Paul, MN 55118 ("**Lessee**") (each a "**Party**" and collectively the "**Parties**"), with reference to the following facts:

A. On _____, 20__ (the "**Effective Date**"), the Parties entered into a Solar Power Site Lease (the "**Lease**") which by its terms grants to Lessee a lease of the land more particularly described in *Exhibit A* attached to this Memorandum and incorporated herein by this reference (the "**Premises**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

B. Under the terms of the Lease, Lessee has the option to determine the date of commencement by providing Lessor with notice of its election of such a date (the "**Commencement Date**"). The lease term (collectively, the "**Lease Term**") shall have an initial Option Term, Primary Term, and Renewal Term. The Commencement Date is the first day of the Primary Term, and the Lease Term shall continue for __ years, unless earlier terminated in accordance with its terms.

C. The Parties desire to enter into this Memorandum of Solar Power Site Lease which is to be recorded in order that third parties may have notice of the interests of Lessee in the Premises and of the existence of the Lease and rights granted to Lessee in the Premises as part of the Lease.

NOW, THEREFORE, the Parties hereby certify and agree as follows

1. Lessor leases the Premises to Lessee, and Lessee leases the Premises from Lessor, for the Lease Term and subject to the provisions of the Lease, including the granting of an exclusive easement on, over and across Lessor's Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout Lessor's entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any

solar panel is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of Lessor's Property, together vertically through all space located above the surface of Lessor's Property, 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 surface from each point along the exterior boundary of Lessor's Property through each Site to each point and on and along such line to the opposite exterior boundary of Lessor's Property.

2. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Lessor and Lessee and each of their respective representatives, successors and assigns, subject to certain limitations.

3. All of the other terms, conditions and agreements contained within the Lease are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Lease, and any conflicts between the terms hereof and the terms of the Lease shall be resolved in favor of the terms of the Lease. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank]

LESSEE:

Novel Energy Solutions L. C. C.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____ 201 , before me, a Notary Public in and for said County and State, personally appeared _____, as _____ of Novel Energy Solutions L. L. C., to me known to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her free and voluntary act and deed in his/her capacity as noted, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My Commission Expires: _____

(Notary Stamp or Seal)

Notary Signature

Print Name

LEGAL DESCRIPTION OF PREMISES

Exhibit A to Memo of Lease

To be inserted at a later date.

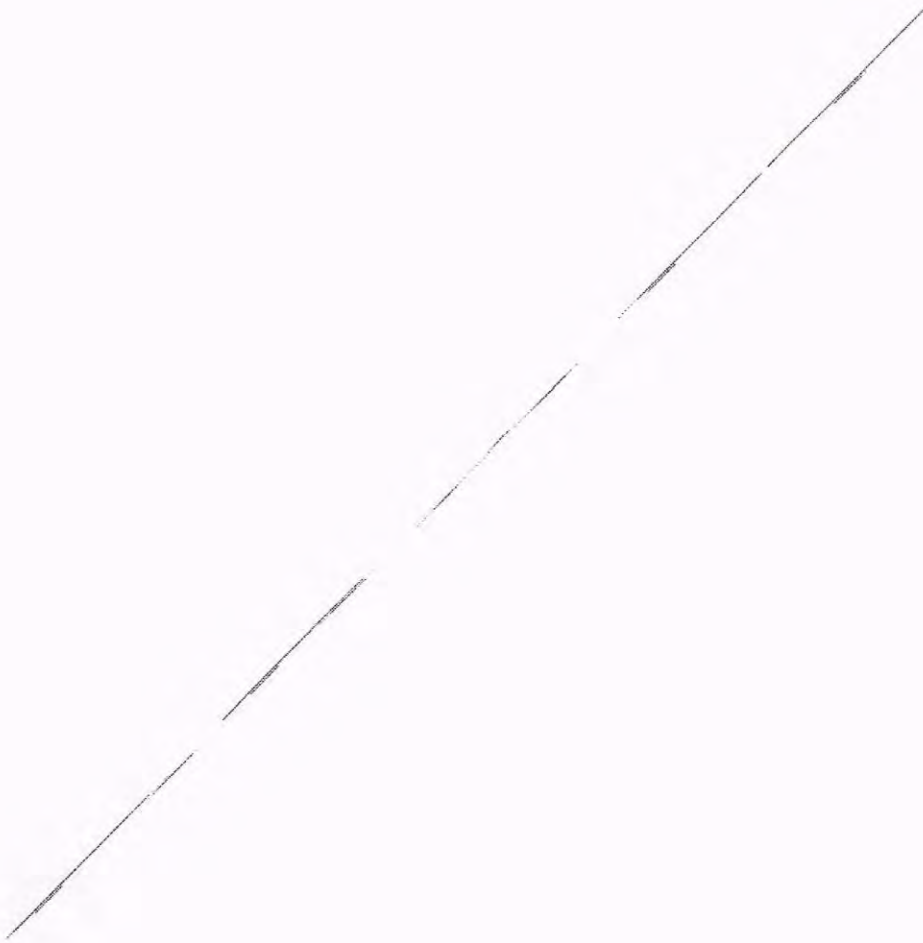
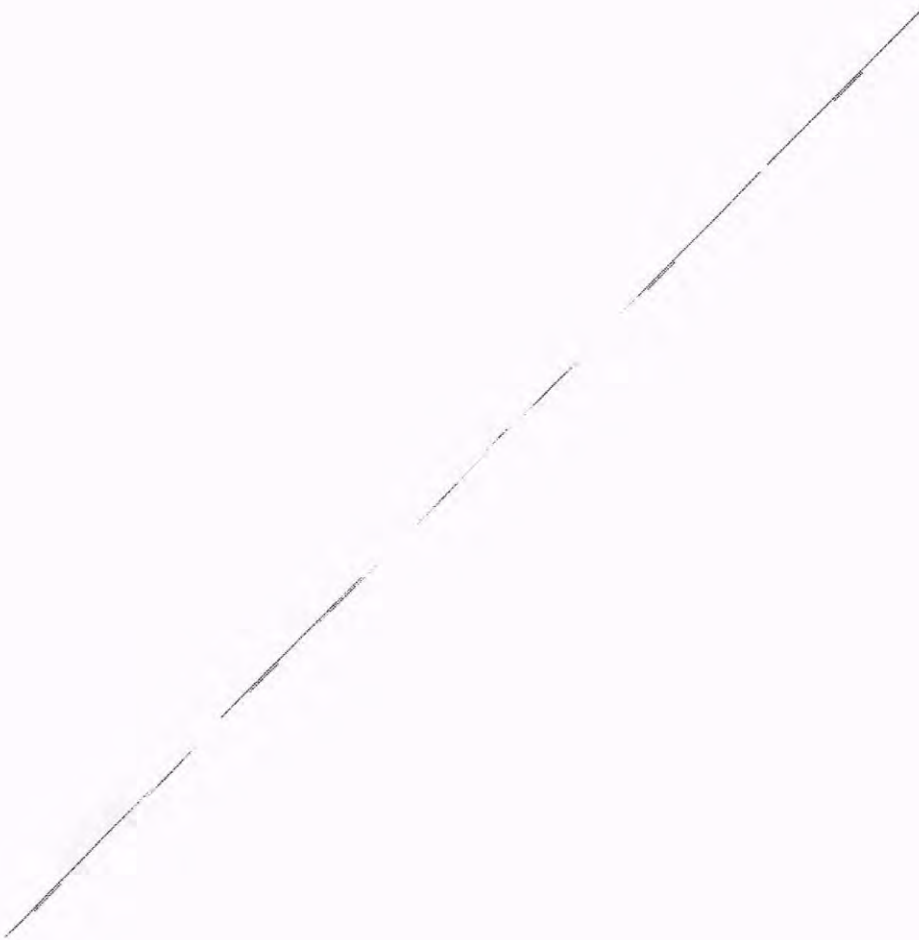


EXHIBIT 7

Lessor Insurance

[NTD: Copies or summary of current Lessor policies to be appended, the commercial intent is not to increase burden to obtain insurance, but to know what is currently existing and obtain agreement to keep the same standard of policies in place]







Joel & Anika Enter
48994 475th Ave
Nicollet, MN 56074

Novel Energy Solutions LLC
2303 Wycliff St, Suite 300
Saint Paul, MN 55114

Cedric Thom Revocable Trust
47030 478th St
Nicollet, MN 56074

Sharon Johnson
47134 478th St
Nicollet MN 56074

Lyle Kettner
48552 471st Ave
Nicollet, MN 56074

Michael Euerle
47431 478th St
Nicollet, MN 56074

Trinity Lutheran Church
604 Main St
Nicollet, MN 56074

Joanne Bode
47895 478th St
Nicollet, MN 56074

Holly Carlson
47530 478th St
Nicollet, MN 56074

David Bode
47426 471st Ave
Nicollet, MN 56074

Linda & Judith Bode
47481 471st Ave
Nicollet, MN 56074

George Grubb & Rachel Flood-Grubb
47348 478th St
Nicollet, MN 56074

Eileen Darling
Nicollet Township
44464 478th St
Nicollet, MN 56074



**NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION
CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT**

Name of Applicant/ Novel Anika Solar LLC
Property Owner: Joel Enter

Date: March 21, 2022

File #: PLN22-01

Use Requested: Large Solar Energy System

FINDINGS OF FACT

Authority for issuance of conditional use permits is derived from Minnesota State Statute §394.301 and Nicollet County Zoning Ordinance, Section 505. The conditional use must maintain the health, safety, morals, and general welfare of the community.

1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Large solar energy systems are permitted in the Agricultural Preservation District. The proposal meets setbacks and standards of the renewable energy ordinance and zoning ordinance.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The site is in proximity of Highway 14 and County Road 25. Both are 10 ton roads and traffic will be minimal after construction is complete.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There are other solar farms nearby and the proposal meets the minimum setbacks.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The system produces no harmful byproducts, makes no noise, and has no odor.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. The requested use is consistent with the Nicollet County Land Use Ordinances.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Large Solar Energy Systems are allowed in the Agricultural Preservation District by Conditional Use Permit. The proposal meets the standards of section 7 & 9 of the renewable energy ordinance.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar is part of the Nicollet County Comprehensive Plan and the applicant has submitted a decommissioning plan.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The proposal will not produce noise, odors or byproducts, and a turf seed mix will be maintained under and around the panels.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

8. The requested use is reasonably related to the existing land use and environment.

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The proposal is located near other solar farms and will not affect the environment.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The proposal meets applicable setbacks and the power lines are underground.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10. The requested use will will not (Circle One) have an adverse effect upon public health, safety and welfare due to the following other factors:

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The proposal meets county standards and has no apparent adverse effects to public health, safety, or welfare.
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD
THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION:
(☒ APPROVES) (☐ DENIES)
THE REQUESTED CONDITIONAL USE PERMIT

This decision is based on:

- ☒ Application
- ☒ Staff Report
- ☒ Pictures
- ☒ Information received at public hearing

Viewed by Members of Board:

- ☐ Laven
- ☐ Hermanson
- ☐ Ubel
- ☐ Hoffmann
- ☐ Dranttel
- ☐

Facts supporting the answer to each question above are hereby certified as the Findings of the Nicollet County Planning and Zoning Advisory Commission.

Date: _____ Chair: _____



**REGISTERED LAND SURVEY
NO. 78**

**Jeffrey Leonard/ L&W Farms
Partnership LLP**

PLN22-03

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	PLN22-03
APPLICANT:	Jeffrey Leonard
LANDOWNER:	Jeffrey Leonard/ L&W Farms Partnership LLP
LOCATION:	Part of Government Lot 5 of Section 8-110-27 in Traverse Township
PARCEL NO:	12.742.0045, 12.742.0040
EXISTING ZONING:	Agricultural Preservation
HEARING DATE:	March 21 st , 2022
COUNTY BOARD:	April 12 th , 2022

REQUEST

The applicants have submitted a request for Registered Land Survey No. 78. This request does not change the existing property lines or create a split. The existing configuration was created by deed, but a registered land survey is required due to this property being Torrens per Minnesota Statute 508.47, Subd. 2. The purpose of this request is to fix the previous error.

Existing Land Use:

The property is located within the Agricultural Preservation Zoning District. The southern parcel contains a residential home and the northern parcel contains grain bins and a shed. Two of the grain bins cross the property line and are on both properties.

Surrounding Land Use:

The neighboring land use is agricultural.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505 of the Zoning Ordinance and Minnesota State Statute 394.26.

RECOMMENDATIONS

Staff recommends that if the request is recommended for approval, the following conditions be attached:

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The applicant shall record the registered land survey within 60 days of approval of this request.

Applicant/Property Owners:
Jeffrey Leonard/ Jeffrey Leonard, L&W Farms Partnership LLP

PLN22-03

ATTACHMENT A Application

A.1 Signed Permit Application

A.2 Purpose of Request

ATTACHMENT B Location Map

ATTACHMENT C Aerial

ATTACHMENT D Neighbor Notification List



PROPERTY SERVICES DIVISION
501 SOUTH MINNESOTA AVENUE, SAINT PETER MN 56082
507-934-7070

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

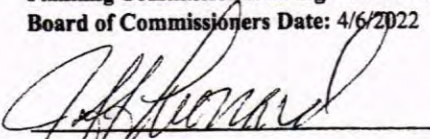
Total Fees: \$350.00

Map#: 1308401009
Parcel#: 127420030
Permit#: PLN22-00003
Date: March 03, 2022

Applicant: LEONARD, JEFFEREY E, , 41232 FORT RD, SAINT PETER MN 56082
Phone: 5073271928
Owner: LEONARD JEFFREY E, 41232 FORT RD, SAINT PETER MN 56082
Property Address: 41232 Fort Road, Saint Peter MN 56082
Abbreviated Legal Description: Lot TRACT C "EX PCLS 4N1 & 4N2 NICO ROW PLAT 24" TOTAL ACRES=69.16
SubdivisionCd 12742 SubdivisionName REG LAND SURVEY #32
Township: Traverse Township

Record Type: Conditional Use
Category: Other
Project Description: Conditional Use Permit for approval of Registered Land Survey #78.

Planning Commission Hearing Date: 03/21/2022
Board of Commissioners Date: 4/6/2022


APPLICANT SIGNATURE

3-7-22
DATE

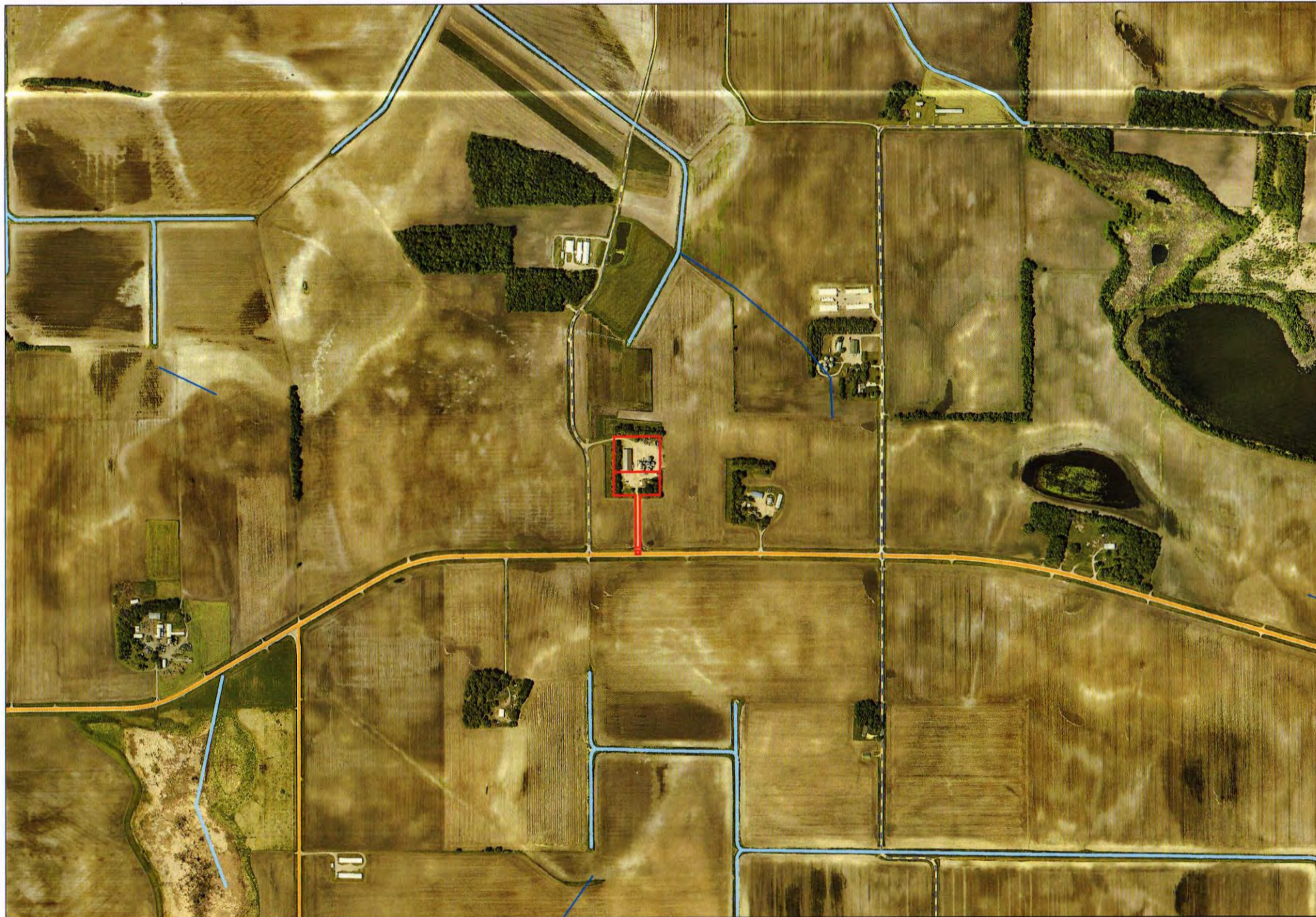
Attachment A.1
Signed Permit Application

To whom it may concern:

The purpose of the land survey was to correct a split of a parcel that was registered as Torrens property.

Thank You

Jeff Leonard

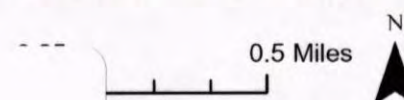


NICOLLET
COUNTY EST. 1853



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this information associated with its use. By accepting access to it or any part of it to another user, the user agrees to hold Nicollet County harmless from any such damage.

Attachment B Location Map





Attachment C
Aerial

Jeffrey Leonard
41232 Fort Road
Saint Peter, MN 56082

L & W Farms Partnership LLP
41232 Fort Road
Saint Peter, MN 56082

Christian Compart
45198 400th St
Nicollet, MN 56074

Peter & Ann Seitzer
43145 Co Rd 13
Saint Peter, MN 56082

Wenner Farms LLC
41416 403rd Ave
Saint Peter, MN 56082

Douglas & Nancy Wenner
41062 Fort Rd
Saint Peter, MN 56082

Maurice & Carolyn Ritz
224 W Jefferson Ave
Saint Peter, MN 56082

Helen Wenner
Traverse Township
41416 403rd Ave
Saint Peter, MN 56082

Wesley & Harriet Rydeen Revocable
Trust
40970 403rd Ave
Saint Peter, MN 56082

Lowell Overson
25846 615th Street
Mantorville, MN 55955

Bradley Wenner
42030 403rd Ave
Saint Peter, MN 56082

Donald Ritz
221 W Wabasha St
Saint Peter, MN 56082

John & Seonaid Ritz
18173 Gladstone Blvd
Maple Grove, MN 55311

Charles Kienlen
43596 Fort Road
Saint Peter, MN 56082

Keith, Helen, Kevin, & Marcia Wenner
41416 403rd Ave
Saint Peter, MN 56082

Helen Wenner
Traverse Township Clerk
41416 403rd Ave
St Peter, MN 56082



07/01/2021 - 02/28/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD21-00165	SSTS Compliance Inspection	Property Transfer Compliance Inspection for a 4 bedroom house with a 3 bedroom design.	48508 435TH AVE NICOLLET, MN 56074	T C HEWITT LLC
BLD21-00166	Structure Permit	Amend permit BLD21-00048 for an replacement attached garage. Increase depth and width by 2'. Increase square footage from 992 sf to 1,116 sf, an increase of 124 sf. Applicant to serve as main contractor.	50791 BIRCH BLUFF DR N MANKATO, MN 56003	SCHOENER JORDAN M
BLD21-00167	SSTS Compliance Inspection	Compliance inspection for property transfer	41964 425TH AVE ST PETER, MN 56082	ENZ TAMMY
BLD21-00168	SSTS Compliance Inspection	Compliance inspection for property transfers	44589 STATE HIGHWAY 99 NICOLLET, MN 56074	JOHNSON MATTHEW L
BLD21-00169	Structure Permit	Construct a 30' x 40' (1,200 sf) storage shed. Gravel floor. Will have electricity but no plumbing.	45508 JEREMY DR NEW ULM, MN 56073	DITTRICH DAVID A & PATRICE A DITTRICH
BLD21-00170	Structure Permit	Construct a 30' x 34' (1,020 sf) storage shed.	42793 541ST AVE COURTLAND, MN 56021	LUEPKE MELISSA
BLD21-00171	SSTS Permit	Replacement septic system for a 4 bedroom house. New septic tank, new pump tank and new atgrade soil treatment system.	43171 513TH LN NEW ULM, MN 56073	GUSTAFSON RICHARD W
BLD21-00172	SSTS Permit	Replacement septic system for a 3 bedroom house. New septic tank (1500/2), new pump tank (500) and new mound soil treatment system designed for this house. 23 inches of sand in mound. Soil correction done for rock percentage in mound area 15 inches removed for installation.	46198 561ST AVE NEW ULM, MN 56073	GULDAN TIMOTHY J & BROOKE M GULDAN
BLD21-00173	SSTS Compliance Inspection	Compliance inspection for property transfer	40237 455th AVE Nicollet, MN 56074	MEURER WAYNE K
BLD21-00174	SSTS Compliance Inspection	Compliance inspection for property transfer	40237 455th AVE Nicollet, MN 56074	MEURER WAYNE K
BLD21-00175	SSTS Compliance Inspection	Compliance inspection for property transfer	36484 FORT RD ST PETER, MN 56082	CONLON CHRISTOPHER M & MEGAN M MONSON -
BLD21-00176	SSTS Compliance Inspection	Compliance inspection for property transfer	46130 COUNTY ROAD 13 ST PETER, MN 56082	BROWN GARY D & AMY J BROWN
BLD21-00177	SSTS Compliance Inspection	Compliance inspection for property transfer	37160 358TH ST ST PETER, MN 56082	ECKBLAD DAVID R
BLD21-00178	SSTS Permit	Replacement septic system for a 3 bedroom house. New Tanks and new soil treatment area.	42635 JUDSON BOTTOM RD N MANKATO, MN 56003	KOESTLER KERRY K & RUTH C KOESTLER
BLD21-00179	SSTS Permit	Replacement septic system for a 4 bedroom house New tanks and new soil treatment area. Depth of limiting layer is 27 inches but 8 must be removed. Portion of old drainfield to be removed. The system will have 17 inches of sand required. Must Maintain 10' setback to of any septic component to water lines in the area.	60526 VALLEY HILLS DR NEW ULM, MN 56073	STEELE JASON & KARI
BLD21-00180	Structure Permit	Construct a 27,000 bushel, 36' diameter grain bin	39392 587TH AVE NEW ULM, MN 56073	ALTMANN SCOTT LEANDER
BLD21-00181	SSTS Permit		41524 593RD AVE NEW ULM, MN 56073	FARASYN BRENT R & MICHELE F FARASYN
BLD21-00182	Structure Permit	Construct a 48' x 72' (3,456 sf) replacement shed. Contractor is Morton Buildings BC004862. Estimated completion in January 2022.	52631 MINNEWAUKON DR N MANKATO, MN 56003	WINCH DENNIS C TRUST AGREEMENT
BLD21-00183	Structure Permit	After the fact zoning permit for a 50' x 72' (3,600 sf) shop. Contractor is Scott Kral Construction LLC.	39249 STATE HIGHWAY 15 NEW ULM, MN 56073	HAVEMEIER JACK D & KARLA M HAVEMEIER
BLD21-00184	Structure Permit	Place a 12' x 16' (192 sf) storage shed on property. Bluff and side yard setbacks verified via site visit by JH.	53415 409TH AVE N MANKATO, MN 56003	PROPERTIES PLUS INC
BLD21-00185	SSTS Compliance Inspection	Compliance inspection for property transfer	48635 600TH AVE FAIRFAX, MN 55332	WENDINGER JERRY W & LORI A WENDINGER
BLD21-00186	SSTS Compliance Inspection	Compliance inspection for property transfer	48635 600TH AVE FAIRFAX, MN 55332	WENDINGER JERRY W & LORI A WENDINGER
BLD21-00187	SSTS Permit	New Septic for a new house on a new parcel.	0	WILLS SCOTT A
BLD21-00188	SSTS Permit	New Septic for a new 3 bedroom house on a new parcel. New septic tank, new pump tank and new mound soil treatment area with 24 inches of sand.	43239 451st Ave Nicollet, MN 560741	WILLS SCOTT A
BLD21-00189	SSTS Compliance Inspection	Compliance inspection for property transfer	41980 581ST AVE NEW ULM, MN 56073	BAUER LYNDA
BLD21-00190	Structure Permit	Construct one 26' x 32' (832 sf) heated shop and one 16' x 24' (384 sf) boiler shed. Total footprint of 1,216 sf. Contractor is applicant. Septic setbacks verified by ML and JH via site visit on 7-26-21.	51377 460TH ST COURTLAND, MN 56021	HULKE COREY L & KELLY J HULKE
BLD21-00191	SSTS Permit	New Septic system for new replacement 3 bedroom house on existing parcel. New 1500/2 septic tank, new 750 pump tank and new mound soil treatment area designed for this location.	56510 COUNTY ROAD 15 NEW ULM, MN 56073	ANDERSON JEFFREY L & JOY J ANDERSON
BLD21-00192	SSTS Permit	Replacement septic for a 4 bedroom house. New 2250 septic tank and new 500 pump tanks and new atgrade soil treatment area.	44850 541ST AVE COURTLAND, MN 56021	AUBRIE SMITH AND BENJAMIN WIEDL
BLD21-00193	Structure Permit	Construct a 4-bedroom, single family (on-slab) dwelling (2952 sq. ft.), a 3-car attached garage (962 sq. ft.), a 6' x 37' (222 sq. ft.) covered porch, and a 10'x 42' (420 sq. ft.) covered porch.	MN	Paula Meskan
BLD21-00194	SSTS Permit	Replacement septic for a 3 bedroom house. New 1500/2 septic tank new 750 pump tank new mound soil treatment area with 24 inch sand raise - designed for this house.	51232 448TH LN COURTLAND, MN 56021	ASCHENBRENNER MYRON J

07/01/2021 - 02/28/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD21-00195	SSTS Permit	Replacement septic system for a 3 bedroom house. New 1500/2 septic tank, New 500 pump tank and new mound soil treatment area with 24 inches of sand.	42898 485TH LN NICOLLET, MN 56074	HOPP DORIS L - LE
BLD21-00196	Sign Permit	911 sign and address for solar energy system site [Courtland CSG, LLC; PLN19-17].	0	RENGSTORF UNTERNEHMEN LLC
BLD21-00197	SSTS Permit	Replacement septic system of a 3 bedroom house. New septic tank and new soil treatment area.	38864 641ST AVE NEW ULM, MN 56073	RATHMANN RAYMOND & JUDITH A RATHMANN LE
BLD21-00198	SSTS Permit	Replacement septic for a 2 bedroom house. New Septic tank, New Pump tank and new soil treatment area.	56936 BROOKVIEW LN NEW ULM, MN 56073	CORDES WADE & VELEDA CORDES
BLD21-00199	Structure Permit	Construct a new one-story 31' x 64' (1,984 sf) single family dwelling with a 30' x 32' (960 sf) attached garage. Total is 2,944 sf. Three bedrooms. Septic design submitted. Access approval received from township. Contractor license number is BC005417.	0	WILLS SCOTT A
BLD21-00200	Structure Permit	Construct a 36' diameter, 27,000 bushel grain bin and a 8' x 10' (80' sq. ft.) electrical shed. \$50,000 grain bin \$3,000 electrical shed	38337 615 Ave New Ulm, MN 56073	Glenn Beranek
BLD21-00201	Structure Permit	Construct a 15,000 bu grain bin. 30' diameter. Contractor is Lafayette UFC.	51680 FORT RD NEW ULM, MN 56073	GIESEKE MARVIN W & MARY E GIESEKE
BLD21-00202	Structure Permit	Construct a 8' x 14' (112 sf) storage shed. To be built by landowner. Estimated completion date 11/30/21.	58131 COUNTY ROAD 21 NEW ULM, MN 56073	WACHTER JARED & GRACE OUYANG
BLD21-00203	SSTS Permit	Pump tank replacement on compliant system (2016 rebuild). Install a new 3000 gallon pump tank in same location as existing.	45808 391ST AVE ST PETER, MN 56082	NORTHERN PLAINS DAIRY LLC
BLD21-00204	SSTS Permit	Replacement septic system of a 4 bedroom house. New Septic tank and New Pump Tank. New Mound Soil treatment area	34318 481ST AVE GAYLORD, MN 55334	REINERT LINDA & GREGORY REINERT
BLD21-00205	SSTS Compliance Inspection	Compliance inspection required for property transfer	40218 425TH AVE ST PETER, MN 56082	DOLAND REAL ESTATE HOLDINGS LLC
BLD21-00206	SSTS Compliance Inspection	Compliance inspection for property transfer. Transfer was the completion for a contract for deed initiated prior to 1997. No inspection at this time.	55472 FORT RD NEW ULM, MN 56073	GIESEKE JIM A & PAULETTE M GIESEKE
BLD21-00207	SSTS Compliance Inspection	Compliance inspection for property transfer	40179 COUNTY ROAD 15 ST PETER, MN 56082	LUTGEN TAMELA JO
BLD21-00208	SSTS Compliance Inspection	Compliance Inspection for property transfer	44499 443RD LN N MANKATO, MN 56003	UNITED STATES SECRETARY OF HOUSING & URBAN DEVELOPMENT
BLD21-00209	SSTS Compliance Inspection	Compliance Inspection for property transfer	43526 COUNTY ROAD 13 ST PETER, MN 56082	MACDONALD KIMBERLY M
BLD21-00210	SSTS Compliance Inspection	Compliance Inspection for Property Transfer	45631 US HIGHWAY 169 ST PETER, MN 56082	HICKEY BRIAN J & RACHEL HICKY HONTESCHLAGER
BLD21-00212	Structure Permit	Construct a 36' x 60' storage shed/shop. Will have electrical service. Partial insulation. Concrete floor.	0	BITTNER THOMAS C & PATRICIA L BITTNER
BLD21-00213	SSTS Permit	Installation of a replacement septic for a 5 bedroom house. New Septic tanks and new soil treatment area	41964 581ST AVE NEW ULM, MN 56073	BERNHOLTZ NORMAN
BLD21-00214	SSTS Permit	Replacement septic system for a 5 bedroom house. New Septic tank New pump tank and new soil treatment area	43817 COUNTY ROAD 52 GAYLORD, MN 55334	LANDON VALERIE DENISE & TYCHICUS
BLD21-00215	Structure Permit	Construct a 30' x 46' (1,380 sq ft) garage with a concrete floor.	39621 County Road 20 St Peter, MN 56082	Paul Hanson
BLD21-00216	SSTS Permit	Replacement septic system for existing school sized with anticipated expansion. Type IV treatment to reduce High Strength Waste to below residential strength waste. New Tanks, new pretreatment and new mound soil treatment areas for a 4000 gallon per day design.	45638 561ST AVE NEW ULM, MN 56073	MN VALLEY LUTH HIGH SCHOOL & ASSN
BLD21-00217	Structure Permit	Construct a 20' x 46' in-ground pool. Estimated completion date of 9-15-21.	38302 HONEYSUCKLE LN NORTH MANKATO, MN 56003	MEEHAN CHRISTOPHER K & TAMI M
BLD21-00218	SSTS Permit	New holding tank for shop bathroom	52631 MINNEWAUKON DR N MANKATO, MN 56003	WINCH DENNIS C TRUST AGREEMENT
BLD21-00219	SSTS Compliance Inspection	Compliance inspection for property transfer	36611 FORT RD ST PETER, MN 56082	JONES ROBERT ERNEST
BLD21-00220	SSTS Compliance Inspection	Compliance inspection for property transfer.	40391 551ST AVE NEW ULM, MN 56073	GIESEKE VERNON LIFE ESTATE & MYRTLE GIESEKE LIFE ESTATE
BLD21-00221	SSTS Permit	Replacement septic system for a 3 bedroom house on the parcel. Second house to be disconnected for any discharge. Existing septic tank to be certified and reused. New septic tank to be added for capacity require, New 500 pump tank and new atgrade soil treatment area to be installed.	38472 587TH AVE LAFAYETTE, MN 56054	HOFFMANN MARK CONT FOR DEED
BLD21-00223	SSTS Compliance Inspection	Compliance inspection for property transfer	35514 701ST AVE FAIRFAX, MN 55332	UTZ LONNY D & ROSE C UTZ
BLD21-00224	Structure Permit	Construct a 50' x 100' (5,000 sq ft) cold storage building with a rock floor.	50498 Hebron Drive North Mankato, MN 56003	TDL Braun Land LLC
BLD21-00225	SSTS Compliance Inspection	Compliance inspection for property transfer	43267 520TH ST N MANKATO, MN 56003	STADE ROBERT C & PHYLLIS A STADE
BLD21-00226	SSTS Compliance Inspection	Compliance inspection for zoning permit	48461 COUNTY ROAD 15 NICOLLET, MN 56074	HOHENSTEIN MATTHEW & HEATHER HOHENSTEIN
BLD21-00227	SSTS Permit	Septic system for a new 4 Bedroom house. New septic tanks and new mound soil treatment area.	35763 641ST AVE GIBBON, MN 55335	STREI ALLISON & TREY
BLD21-00228	SSTS Compliance Inspection	Compliance Inspection for property transfer	38326 HONEYSUCKLE LN NORTH MANKATO, MN 56003	TEUBER RODRIGO & DORIA VERGAS CABEZAS
BLD21-00229	SSTS Permit	Replacement septic system for a 5 bedroom house. New septic tank, new pump tank and new soil treatment area.	52694 VALLEYVIEW CIR N MANKATO, MN 56003	MADSON AARON & JAYME MADSON
BLD21-00230	SSTS Compliance Inspection	Compliance inspection for property transfer	45431 County Road 52 Gaylord, MN 55334	TOLLEFSON RODNEY C & LYNN M TOLLEFSON
BLD21-00231	SSTS Compliance Inspection	Compliance inspection for property transfer	45937 551ST AVE COURTLAND, MN 56021	REINHART STEVEN C

07/01/2021 - 02/28/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD21-00232	SSTS Permit	Holding tank for shop bathroom	58104 392ND LN NEW ULM, MN 56073	BERANEK CRAIG W & SHARI LUCILLE BERANEK
BLD21-00233	SSTS Compliance Inspection	Compliance inspection for property transfer	48600 511TH AVE COURTLAND, MN 56021	FLUEGEL ROGER L REVOCABLE TRUST
BLD21-00234	SSTS Compliance Inspection	Compliance inspection for property transfer. 3 bedroom system 6 bedroom house.	39105 436TH ST ST PETER, MN 56082	QUIRAM DANIEL W
BLD21-00235	SSTS Permit	New Septic system for a new 3 bedroom house. New septic tank and new pump tank. New mound and new alternate site.	36860 451ST ST PETER, MN 56082	BJORKLUND DALE H & TRACIE E BJORKLUND
BLD21-00236	Structure Permit	Move-in a two-story home with 4 bedrooms (1 on main floor, 2 on second floor and one proposed in the basement) with the following dimensions: main floor - 28' x 44' (1,232 sq. ft.) second floor - 20.5' x 30 (615 sq. ft.) basement - 28' x 44' (1,232 sq. ft.) unfinished.	MN	Shyanne Baynes-Rodning
BLD21-00237	Structure Permit	Construct a one story 2,139 sq. ft., with 3 bedrooms (1 main floor and 2 in the basement) and an attached two-stall garage of 857 sq. ft. Includes a 5' x 16' (80 sq. ft.) front porch. Deitz Construction will act as the general contractor.	MN	Dale Bjorklund
BLD21-00238	Structure Permit	Construct a 18' x 16' (288 sq. ft.) deck	39285 Fort Rd Saint Peter, MINNESOTA 56082	Nathan Enz
BLD21-00239	SSTS Compliance Inspection	Compliance inspection for approved variance to lot size	53555 ROCKFORD RD N MANKATO, MN 56003	BURG KEITH & LARINDA BURG
BLD21-00240	Structure Permit	Obtain a ATF zoning permit for a 12' x 26' (312 sq. ft.) storage shed.	43400 583rd Ln New Ulm, MN 56073	George Cottom
BLD21-00241	SSTS Permit	Installation of new septic for a new 4 bedroom house. New 2250 septic combination tank and new mound. Alternative site identified.	37901 FORT ROAD ST PETER, MN 56082	BAYNES-RODNING SHYANNE D
BLD21-00242	Structure Permit	Construct a 56' x 70' (3,920 sq. ft.) addition onto an existing shed.	38547 State Hwy 15 New Ulm, MN 56073	Terry Kral
BLD21-00243	Structure Permit	Construct a 24' diameter, 8,500 bushel grain bin. Relocating from his other other site.	41230 441ST Ave Nicollet, MN 56074	Wayne Havemeier
BLD21-00244	Structure Permit	Construct a 30', 13,000 bushel grain bin - 9 rings.	MN	Jacob Yost
BLD21-00245	SSTS Compliance Inspection	Compliance Inspection for Property Transfer	49372 455TH AVE NICOLLET, MN 56074	OLSON STEPHEN MARK & BARBARA KRISTINE OLSON
BLD21-00246	SSTS Compliance Inspection	Compliance inspection for property transfer. House in floodplain	39191 JUDSON BOTTOM RD N MANKATO, MN 56003	MACRAFIC LANDON M
BLD21-00247	Structure Permit	Construct a 3-bedroom rambler with a full finished basement. Septic reviewed by PO, ok to use existing SSTS for 3 bedrooms. 28' x 61' (1,708 sq. ft.) - main floor 8' x 16' (128 sq. ft.) rear porch 28' x 46' (1,288 sq. ft. (attached 3-stall garage)	40391 551st Ave New Ulm, MN 56073	Kevin Kral
BLD21-00248	Structure Permit	Construct a new 40x56 Pole Shed for personal storage and workshop. Cement floor and heated. Possible bathroom and holding tank for late 2022 with St. Peter Well Drilling. Design and permit as a separate project	39991 460TH ST ST PETER, MN 56082	MARCUS WESLEY C & MINDY L MARCUS
BLD21-00249	SSTS Compliance Inspection	Compliance Inspection for Property Transfer.	39808 601ST AVE NEW ULM, MN 56073	HAMANN JAY W & RITA M HAMANN
BLD21-00250	SSTS Permit	Replacement septic system for a 4 bedroom house	43526 COUNTY ROAD 13 ST PETER, MN 56082	MACDONALD KIMBERLY M
BLD21-00251	SSTS Permit	Replacement septic system for a 4 bedroom house. New Septic tank and new Pump tank and new Mound soil treatment area	42595 502ND ST N MANKATO, MN 56003	VULCAN BRYAN & DARLA VULCAN
BLD21-00252	SSTS Compliance Inspection	Compliance for property transfer	38329 HONEYSUCKLE LN N MANKATO, MN 56003	HOULIHAN ROBERT J & MICHELLE R HOULIHAN
BLD21-00253	Renewable Energy Permit	Installation of a Small Solar Energy System. Max capacity 38.5 KW(AC) Ground Mounted 168 collectors 5 inverters. See submitted attachments	46454 370TH ST NICOLLET, MN 56074	ANTHONY PETER
BLD21-00254	Structure Permit	Construct a 80'x132' Pole Shed for farm storage	35389 575TH LN LAFAYETTE, MN 56054	PLATZ BRUCE R
BLD21-00255	SSTS Permit	Install 1500 gallon holding tank for RV	49619 443RD AVE N MANKATO, MN 56003	COX ADAM LEO
BLD21-00256	SSTS Permit	Replace septic system for a 4 bedroom house. New Tanks and New Mound soil treatment area. Old tank must be properly abandoned/	50464 506TH ST COURTLAND, MN 56021	HUFFER CAROLYN TRUST
BLD21-00257	Structure Permit	Construct a 700 sq foot open shed with fiberglass hoop style roof for personal storage, dirt floor.	60950 FORT RD NEW ULM, MN 56073	HILLESHEIM JEREMY R AND STACEY L HILLESHEIM
BLD21-00258	SSTS Permit	New Septic system for a new 4 bedroom house. Must be out of the floodplain elevation of 757'. Site only requires 1 septic location due to age of parcel	0	LEONARD DAVID C REVOCABLE TRUST
BLD21-00259	Sign Permit	Installation of temporary signage due to the HWY 14 construction. Sign will be mounted on stand alone posts. Sign must be removed within 45 days after the full closure of Hwy 14. Applicant must apply for new permanent sign if a sign is desired to be installed after the HWY 14 construction is complete.	45638 561ST AVE NEW ULM, MN 56073	MN VALLEY LUTH HIGH SCHOOL & ASSN
BLD21-00260	Structure Permit	After the Fact permit to construct a 5x16 house addition to the south, a 26x26 attached garage to the north of the existing garage and a 10x24 covered porch attached to the existing garage. Total of 996 Sq Ft of addition. Project cost \$137,100.00 Remodel of house to become a 4 bedroom house. New septic system installation required within 1 year of this permit issuance. Setbacks reduced by Variance PLN21-00032	62208 COUNTY ROAD 21 NEW ULM, MN 56073	GIESEKE PATRICK E & SHANA E GIESEKE
BLD21-00261	Structure Permit	Construct a new 18x24 detached shed for personal storage. Concrete Floor. No Plumbing, No heat at this time	50833 BIRCH BLUFF DR N MANKATO, MN 56003	DUEHLMAYER RONALD L & LORI J DUEHLMAYER

07/01/2021 - 02/28/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD21-00262	Structure Permit	After the fact permit for a 60x105 pole shed for farm machinery storage. Dirt floor, no plumbing	38890 625TH AVE NEW ULM, MN 56073	FRANTA THOMAS & DIANNE FRANTA
BLD21-00263	Structure Permit	12x24 Partial confinement barn	36582 391ST AVE ST PETER, MN 56082	HERBERG MATTHEW C
BLD21-00264	SSTS Compliance Inspection	Compliance Inspection for Property Transfer	42112 FORT RD ST PETER, MN 56082	YOST CHARLES & JESSICA YOST
BLD21-00265	Structure Permit	Construct an attached 14x24 Garage addition to the northwest side of existing garage. Septic system must have compliance inspection completed by June 1, 2022	42390 475TH AVE NICOLLET, MN 56074	THOMPSON LARRY D & SALLY C THOMPSON
BLD21-00266	SSTS Compliance Inspection	Compliance inspection for property transfer. Shoreland Floodplain site	41576 595TH LN NEW ULM, MN 56073	WEPPLRO ROGER W

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Resolution to Adopt and Implement the Hawk Creek - Middle Minnesota Watershed Management Plan

Primary Originating Division/Dept.: Property Services

Meeting Date: 04/12/2022

Contact: Pete Otterness

Title: Assistant Director PPSP

Item Type: Regular Agenda
(Select One)

Amount of Time Requested: 5 minutes

Presenter: Pete Otterness

Title: Assistant Director PPSP

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Nicollet County has a small portion in the western side of the county that is included in the area of the Hawk Creek Watershed. As part of the One Watershed One Plan (1W1P) model for water management, our inclusion is required in accordance with Minnesota Statutes §103B.101, Subd. 14 and 103B.801. The inclusion allows for projects that cross county boundaries to be implemented for the benefit of the overall watershed.

This 1W1P adoption and implementation plan was presented and discussed at the March 15, 2022 board workshop. The overall 1W1P for Hawk Creek is a document over 200 pages; a printed copy is located in the Property Services office. The entire document is hosted by one of the authoring counties. The entire plan and appendixes can be found at:
www.kcmn.us/departments/environmental_services/onewatershedoneplan/index.php

The County Attorney determined that their review of the plan was not necessary.

Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

A resolution to adopt and implement the plan in included.

FISCAL IMPACT: No fiscal impact
(Select One)

If "Other", specify:

FUNDING
County Dollars =

Grant
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



RESOLUTION OF NICOLLET COUNTY



Resolution to Adopt and Implement the Hawk Creek-Middle Minnesota Comprehensive Watershed Management Plan, One Watershed One Plan (1W1P).

WHEREAS, Nicollet County has been notified by the Board of Water & Soil Resources that the Hawk Creek-Middle Minnesota Comprehensive Watershed Management Plan, One Watershed One Plan (1W1P) was approved at its regular meeting held on January 26th 2022; and

WHEREAS, partners must adopt and begin implementing the plan within 120 days of the date of the Order in accordance with Minnesota Statutes §103B.101, Subd. 14 and 103B.801, and the One Watershed, One Plan Operating Procedures.

NOW THEREFORE, BE IT RESOLVED, that Nicollet County hereby adopts and will begin implementation of the approved Hawk Creek-Middle Minnesota Comprehensive Watershed Management Plan, On Watershed One Plan (1W1P) for the area of the county identified within the Plan.

Date: _____

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Continuous Improvement - Award for Most Impactful 2021						
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested 15 minutes	Meeting Date: 04/12/2022 Item Type: Regular Agenda (Select One)					
Presenter: Kristy Larson Title: HR Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)						
BACKGROUND/JUSTIFICATION: The Public Works and Facilities Maintenance departments began having Public Works' Mechanic help with preventive maintenance of Facilities Maintenance trucks, plows, and skid loaders. This saves money on outside labor and cost of parts, and leads to longer-lasting equipment.						
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None						
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: Congratulate County Staff on all 2021 Continuous Improvement efforts, especially Public Works and Facilities Maintenance for having the most impactful improvement in 2021.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Grant (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					



PROCESS IMPROVEMENT REPORTING FORM

Project Title: Team up with Public Works on Vehicle Maintenance

Location of Improvement (Department, Unit/Division): Facilities Maintenance

Improvement Team: Facilities Maintenance and Public Works

Date: 04/12/2022

Process Improvement Tool Used: ☐ Kaizen ☐ Mini-Kaizen ☐ 7/8 Wastes ☐ 5S ☐ A3 ☐ 5 Why's ☐ Other: _____
☒ No Formal Tool Used

Problem BEFORE

Using outside vendors for maintenance and upkeep that wasn't available within our maintenance department due to not having proper equipment for repair or not having the resource availability to accomplish projects.

Solution AFTER

Work with Public Works Highway Maintenance Manager and their Mechanic to help with Preventative Maintenance and repairs on our trucks, plows, skid loaders. Able to collaborate with their vendors and resources to get best pricing on parts and saving on budget hits by doing repairs in house.

Key Outcomes:

Proper scheduling and certified repair work is done in house when appropriate. This leads to longer lasting equipment and knowing all repairs and parts that are needed for each piece of equipment.

Key Savings:

Save on outside labor and parts costs. Better tracking and scheduling of repairs and maintenance of equipment.

Process improvements that were made (select all that apply):

COST MEASURES

- ☒ Cost savings
- ☒ Labor savings
- ☐ Increased revenue
- ☒ Return on investment (ROI)

PROCESS COMPLEXITY MEASURES

- ☒ Less process steps (tasks)
- ☐ Less handoffs
- ☐ Less decisions
- ☒ Less delays/waits

QUALITY MEASURES

- ☒ More customer satisfaction
- ☒ More employee satisfaction
- ☐ More percent complete and accurate
- ☒ Less defects/errors

WASTE MEASURES

- ☐ Less defects (defects, errors, mistakes)
- ☐ Less overproduction (more products/services produced than needed)
- ☒ Less waiting (people, parts, systems, facilities wait for a prior step to be completed)
- ☒ Less non-utilized staff creativity (employees skills/abilities not taken advantage of)
- ☐ Less transportation (unnecessary movement of materials and information)
- ☐ Less inventory (unnecessary storage of materials)
- ☐ Less motion (movement of people that does not add value to product/service)
- ☐ Less extra processing (higher quality product/service produced or elaborate/expensive method used than is needed)

CYCLE AND TIME MEASURES

- ☒ Less processing time

PRODUCT MEASURES

- ☐ More customers needing/requesting service
- ☐ Less customers needing/requesting service
- ☐ More units produced
- ☐ Less units waiting for processing
- ☐ More submissions that are complete
- ☐ Rework percentage decreased
- ☐ Less staff working on a process
- ☐ Less area (square feet) per process
- ☐ Less injuries per process
- ☐ Less Work In Progress (WIP)

VALUE MEASURES

- ☐ More value added time
- ☐ Less non-value added time

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: City of Lafayette Congressionally Directed Spending Letter of Support		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: 5 minutes		Meeting Date: 04/12/2022 Item Type: Regular Agenda (Select One)
Presenter: Mandy Landkamer Title: County Administrator		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: Consider the attached Letter of Support for the City of Lafayette related to their Congressionally Directed Spending request. The City is pursuing the funding request to assist with their planned water treatment plant improvements.		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the Congressionally Directed Spending Letter of Support for the City of Lafayette.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		

April 12, 2022

Mr. Al Fox
City of Lafayette
791 Main Avenue
P.O. Box 375
Lafayette, MN 56054

Re: Letter of Support for Congressionally Directed Spending Request

Dear Mr. Fox:

The Nicollet County Board supports the City of Lafayette's funding request to assist with the water treatment plant improvements. We understand that the City is undertaking this improvement project to provide Lafayette residents with safe, high-quality drinking water. This project would also ensure wastewater discharge is not negatively impacted by the individual ion exchange water softeners currently needed by homeowners to treat their water.

As a local government, we recognize the difficulty that an expense of this nature places on a small community. We support funding that allows the project to proceed, while also reducing the impact to utility rates for Lafayette residents.

Sincerely,

Marie Dranttel
Chair, Nicollet County Board of Commissioners

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Proclamation for Crime Victims' Rights Week		
Primary Originating Division/Dept.: County Attorney's Office		Meeting Date: 4/12/2022
Contact: Michelle Zehnder	Title: County Attorney	Item Type: (Select One) Regular Agenda
Amount of Time Requested 10	minutes	
Presenter: Michelle Zehnder		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Michelle Zehnder Fischer will be presenting the attached Proclamation for Board approval and signature.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Proclaim April 24-30, 2022 as Crime Victims' Rights Week.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total



PROCLAMATION



WHEREAS, the term “victim” is more than just a label and has legal standing and protections that go along with it;

WHEREAS, state and federal Crime Victims’ Rights Acts guarantee victims the right to meaningfully participate in the criminal justice process;

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;

WHEREAS, victim service providers and allied professionals can reach more victims through innovative, trauma-informed programs, such as telehealth services and multidisciplinary teams;

WHEREAS, victim service providers and allied professionals can increase access to victim services and compensation in areas that have been historically underserved, marginalized, and adversely affected by inequality by implementing culturally responsive services;

WHEREAS, equity and inclusion are fundamental prerequisites to survivor care, and survivor-led services that provide victims with opportunities to share their experiences are essential blueprints for support;

WHEREAS, National Crime Victims’ Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

WHEREAS, Nicollet County is hereby dedicated to helping crime victim survivors find their justice by enforcing victims’ rights, expanding access to services, and ensuring equity and inclusion for all.

NOW, THEREFORE, I, as Chairman of the Board of Commissioners of Nicollet County, do hereby proclaim the week of April 24–30, 2022, as

Crime Victims’ Rights Week

and reaffirm this County’s commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims’ Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those

community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

April 12, 2022

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board



MARCH 22, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, March 22, 2022, at 10:00 a.m. with Chair Dranttel presiding. Commissioners John Luepke, Jack Kolars, and Terry Morrow were also present. Also present were County Administrator Mandy Landkamer, Property & Public Services Director Jaci Kopet, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Consent Agenda

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the consent agenda items as follows: approval of the March 8, 2022 Drainage Authority minutes. Motion carried with all voting in favor.

Public Hearing for CD48A Ditch Repairs

Chris Otterness, Project Engineer at Houston Engineering, went over a presentation of the drainage issues occurring on CD48A. The recommended repairs include removing accumulated sediment from the channel, replacing a 54-inch culvert between Duck and Middle Lakes, repairing locations of bank sloughing, and removing portions of Middle Lake floating bogs, if possible. Due to the wet conditions in the area, using traditional excavation equipment will be challenging. Mr. Otterness discussed an “amphibious” excavation method using a floating excavator. Another alternative would be a “cookie cutter” method using a harvester to move material that was cut down.

Commissioner Dranttel asked which piece of equipment would be preferred to use for this type of work. Mr. Otterness stated that the cookie cutter method would be more limited in the material it could remove as compared to the amphibious equipment, which would have the ability to dredge the channel.

The meeting was opened for public comment, and Jerry Payne approached the Board. He is concerned about the weir holding too much water. After listening to the presentation, he understood that the weir would not be an area where work would be done. He didn't believe dredging material from the upper areas of the channel would accomplish much if nothing was done with the weir. With no other feedback, the public comment portion of the meeting was closed at 10:28 a.m.

Director Kopet approached the Board and asked if DNR permitting would be required, and Mr. Otterness stated that a letter of permission would be needed. The Board would first need to indicate approval of support for the project.

Commissioner Luepke asked about the cookie cutter method and how harvesting the material would work. His concern is that if the material is moved to the side, it may eventually work its way into the channel. Mr. Otterness shared that if both costs are about the same, the excavator method would be more beneficial.

Director Kopet suggested continuing the public hearing so landowners can have another opportunity to share their feedback before the County moves forward with the project. Commissioner Luepke motioned and Commissioner Morrow seconded to continue the public hearing to April 19 at 10:00 a.m. The motion was carried with all voting in favor.

Adjourn

Motion by Commissioner Luepke and seconded by Commissioner Morrow to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor.

Chair Dranttel adjourned the meeting at 10:47 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Continued Public Hearing for CD48A Repair Project		
Primary Originating Division/Dept.: Public Services		Meeting Date: 04/12/2022
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 30 minutes		
Presenter: Jaci Kopet	Title: PPSD Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>A public hearing was scheduled for a potential repair project on CD48A for March 22, 2022 at 10:00 am. At that hearing it was determined to continue the hearing until April 12, 2022 at 10:00am to obtain more information and more landowner input. Chris Otterness, Houston Engineering, will be in attendance to present the repair report again.</p> <p>Background: On July 13, 2020 the Nicollet County Board of Commissioners ordered the reestablishment of public drainage system records for Nicollet County Ditch (CD) 48A. During the process of reestablishing records, a field survey and inspection of the channel demonstrated that the effectiveness of the outlet for agricultural drainage has diminished from its as-constructed and subsequently improved condition (ACSIC) and needs maintenance work. Portions of the open channel ditch are partially filled with sediment, a downstream culvert is heaved and likely restricting flow, and water elevations in the ditch are above the downstream outlet elevation.</p> <p>Nicollet County, in its role as Drainage Authority, has contracted with Houston Engineering (HEI) to prepare a repair report for the open channel ditch. The purpose of this repair is to provide a description and analysis of repair alternatives for CD 48A, including hydrology and hydraulic analyses and a preliminary opinion of probable cost for the recommended repairs.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: The drainage authority will be deciding to move forward with this project or table the project.		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		

DRAFT

Technical Memorandum

To: Nate Henry
Nicollet County

From: Chris Otterness, PE
Houston Engineering, Inc.

Subject: Nicollet County Ditch 48A Repair Report

Date: September 16, 2021

Project: HEI 6162-0007

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am duly Licensed Professional Engineer under the laws of the State of Minnesota.

9-16-2021

Christopher Otterness
Reg. No. 41961

Date

INTRODUCTION AND EXECUTIVE SUMMARY

On July 13, 2020 the Nicollet County Board of Commissioners ordered the reestablishment of public drainage system records for Nicollet County Ditch (CD) 48A. During the process of reestablishing records, a field survey and inspection of the channel demonstrated that the effectiveness of the outlet for agricultural drainage has diminished from its as-constructed and subsequently improved condition (ACSIC) and needs maintenance work. Portions of the open channel ditch are partially filled with sediment, a downstream culvert is heaved and likely restricting flow, and water elevations in the ditch are above the downstream outlet elevation.

Nicollet County, in its role as Drainage Authority, has contracted with Houston Engineering (HEI) to prepare a repair report for the open channel ditch. The purpose of this repair is to provide a description and analysis of repair alternatives for CD 48A, including hydrology and hydraulic analyses and a preliminary opinion of probable cost for the recommended repairs.

To restore the function of CD 48A, we recommend a repair of the open channel system to the ACSIC grade. The area in need of repair is primarily located south (downstream) of the Old Fort Road crossing. Repair work will consist of removing organic sediment and debris from the channel. A total of three culvert crossings of CD 48A were evaluated during this study. The two farthest upstream culverts (including the Fort Road culvert) are at a sufficient grade and capacity to convey flow from the public drainage system. However, we recommend the farthest downstream culvert, located between Middle and Duck Lakes, be replaced at the ACSIC grade to allow the ditch to function as constructed.

Though function will be restored following completion of these repairs, the elevation and capacity of CD 48A will continue to be affected by the outlet structure for Middle Lake, which is located downstream

of the public drainage system. The structure maintains water levels above the channel bottom for nearly the entirety of CD 48A.

Concept-level design (**Attachment B**) and cost information (**Attachment A**) are provided in this memorandum. However, detailed construction plans, bid documents, and specifications should be prepared subsequent to the County establishing and ordering a project.

SYSTEM LOCATION AND ESTABLISHMENT

Location of the Public Drainage System

Nicollet County Ditch 48A (CD 48A), shown in **Figure 1**, is an open channel public drainage system located in Sections 2, 3, 10, 11, and 14 of Granby Township (T110N, R28W) in Nicollet County. The system consists of a single, 3.3-mile long Main Trunk that generally flows from north to south. The ditch begins near the center of Section 2, flows generally from north to south through Duck Lake, and then outlets into Middle Lake in the southeast $\frac{1}{4}$ of Section 14.

Establishment of the Public Drainage System and Known System Modifications or Proceedings

Nicollet CD 48A was established on June 23, 1908, by order of the Nicollet County Board. At the request of Nicollet County, Houston Engineering (HEI) prepared a memorandum for the Reestablishment of Nicollet County Ditch 48 Public Drainage System Records dated 1-28-2021. That memorandum established the As-Constructed and Subsequently Improved (ACSIC) plan and profile for CD 48A.

The County Board then ordered the preparation of a Repair Report and contracted with HEI to prepare a description and assessment of repair alternatives for CD 48A.

PROPOSED REPAIR

To restore the function of CD 48A to the condition as it was originally constructed requires a repair of the full extent of the Main Trunk open channel to the As-Constructed and Subsequently Improved Condition as described in the Record Reestablishment memorandum. The proposed repair should include reconstruction of culverts at ACSIC elevations and removal of sediment from the ditch bottom.

A total of three culverts were identified on the CD 48A system during field survey recorded by HEI in October 2020. A road crossing under Fort Road is located at STA 76+65, and two field crossings are located at STA 13+73 and STA 119+62.

Each of the culverts was assessed for hydraulic capacity, relationship to the proposed channel bottom, and condition. Proposed culvert sizes for field crossings were selected based on the ability to pass the

2-year discharge (calculated with the USGS Regression Equations) without overtopping the banks and the culvert sizes currently present at the crossings. The Old Fort Road (County Highway 5) crossing was assessed based on its ability to pass the 50-year peak discharge without overtopping the road.

The 72" RCP culvert at Old Fort Road is in good condition, is at the ACSIC elevation, and has adequate capacity and thus does not need to be replaced. The 42" RCP field crossing has adequate hydraulic capacity in its current condition and is near the ACSIC elevation, and we do not recommend it be replaced.

The 54" CMP culvert between Middle and Duck Lakes (STA 13+76) is heaved upward and should be replaced at the ACSIC grade with a similarly sized 54" CMP pipe.

Table 1 lists the existing culvert crossings on CD 48A and the proposed action for each.

Table 1 – Culvert Sizing

Maintenance Responsibility	Crossing	Location	Existing	Recommendation	Notes
Private	Field Crossing	Station 13+73	54" CMP	Replace with 54" CMP at ACSIC grade	Existing culvert is heaved.
Nicollet County	Old Fort Road	Station 76+65	72" RCP	No action	Likely installed in 1960s when Old Fort Road was relocated.
Private	Field Crossing	Station 119+62	42" RCP	No action	Culvert is slightly back pitched.

We also recommend removing sediment from the channel bottom in areas where it has accumulated above the ACSIC elevation. Based on the available information, we recommend ditch excavation work to remove accumulated sediment be focused primarily downstream of Old Fort Road. We recommend this excavation work be done between the two lakes (STA 0+00 to STA 18+00) and along Old Fort Road (STA 60+00 to STA 76+17).

The ditch profile north (upstream) of Old Fort Road is at or near the ACSIC elevation in most locations and is in good condition. We recommend no work be done upstream of Old Fort Road (project STA 76+17) except for sediment removal from approximately STA 100+00 to 112+00. Field survey also identified two locations where the bank has sloughed off (STA 144+00 and STA 147+25), and we recommend repairing those locations as part of this project.

Sediment removal may be completed using traditional excavating methods for the location upstream of Old Fort Road, but amphibious ditch repair methods will likely be required downstream of the road crossing due to the depth of water and unstable banks present in these locations.

Amphibious ditch repair methods include dredging the ditch via an excavator mounted on an amphibious track set or using a floating channel-cleaning machine called a “cookie cutter” which pulverizes debris and deposits it on the ditch bank. The “cookie cutter” approach also may require the deployment of a harvester to remove the pulverized debris. Either of these methods are more expensive and time-consuming than traditional excavation done from the ditch banks.

Floating bogs and accumulation of vegetation at the Middle Lake ditch outlet have been identified as a restriction on flow from the ditch. Aerial photos show the vegetation extends several hundred feet into Middle Lake. If the County chooses the “cookie cutter” method, we recommend cutting a channel through the vegetation south of the ditch outlet. This additional work will likely require a permit from the DNR. We also recommend the County develop a long-term maintenance plan such as regular spraying for keeping the outlet of CD 48A free of floating bogs and other vegetation that can restrict proper drainage.

We obtained a price quote for the use of the cookie cutter and vegetation harvester and provided an estimate for use of the floating excavator based on costs from similar projects and input from a contractor. Estimates of unit and total costs for the floating excavator and “cookie cutter” amphibious approaches are provided in the Preliminary Opinion of Probable Construction Cost provided in **Attachment A**. Note that the actual project costs may be substantially less or greater than those quoted in this report, depending on contractor availability.

A preliminary plan for the proposed repairs is provided in **Attachment B**.

EFFECTS OF REPAIRS

Water levels in Middle and Duck Lakes, and thus CD 48A, are controlled by a weir on the southern end of Middle Lake that is located at State Highway 99, east of Nicollet. A DNR Commissioner’s Order issued on 12-15-1944 established the elevation of the weir at an elevation of 975.73 NAVD88 (converted from 975.53 NGVD29).

The proposed repairs to the culverts and channel will help facilitate better drainage in the ditch system, but they will not completely dry out the ditch and surrounding low areas due to the Middle Lake weir.

The downstream control on the water elevation in Middle Lake dictates that water will also be present nearly permanently in the CD 48A channel regardless of maintenance activities completed. However, field survey recorded in October of 2020 measured a water surface elevation of 976.8 immediately

upstream and downstream of the Old Fort Road crossing, indicating repair potentially may decrease water levels by up to a foot under normal (dry weather) conditions.

REGULATORY CONSIDERATIONS

There are three regulatory programs that may be triggered by a drainage system repair project, including the Minnesota Department of Natural Resources (MnDNR) Public Waters Permitting Program, the federal Clean Water Act (CWA), as implemented by the US Army Corps of Engineers (USACE), and the state Wetland Conservation Act (WCA), as implemented by the Local Government Unit, which in this case is Nicollet County. The following is a review of the repair project relative to these three regulatory programs.

Public Waters

Figure 1 shows that CD 48A passes through two state-listed Public Waters—Middle Lake (#52-023) and Duck Lake (#52-030). Under MN Stat. 103G.245, repairs to public drainage systems are exempt from public waters permitting. However, coordination with the Minnesota Department of Natural Resources (MnDNR) is necessary for work within a public water, and conversations should also include discussion of the recommended replacement of the 54" CMP field crossing between Middle and Duck Lakes, which is located on DNR-owned property.

Wetlands

Under the WCA, repairs to public drainage systems, as defined by MS 103E.701, carry exemptions for impacts resulting from the maintenance or repair of existing public drainage systems if conducted by the authorized Drainage Authority under MN Statutes 103E. An exception to this exemption is impact to a Type 3, 4, or 5 wetland (shallow marshes, deep marshes, and open water communities) that have existed for more than 25 years before the proposed impact. Consequently, mitigation obligations for drainage system repair projects are only for any impacts to Type 3, 4, or 5 wetlands.

HEI completed a preliminary desktop wetland inventory to identify potential Type 3, 4, or 5 wetlands within 200 feet of the drainage system open channel. Several potential Type 3 wetlands were identified in the southern third of the CD 48A main channel, adjacent to Duck and Middle Lakes.

The work proposed within the drainage system channel adjacent to the Type 3 wetlands includes the excavated of up to 3 feet of accumulated sediment from STA 0+00 to STA 18+00 and removal of accumulated vegetation and root mass from the channel bottom from STA 49+00 to STA 60+00. The channel excavation is being done below the outlet elevation of Middle Lake, and thus the proposed work will not drain the Type 3 wetland, result in a change of wetland type, or result in the loss of quantity or quality of biological diversity in the wetland. Thus, the activity is not an impact under WCA.

Although not required under WCA, the Drainage Authority may consider preparing a No Loss application for this activity to solicit agency review and concurrence with the conclusion that no wetland impacts will result.

Other cultivated wetlands may be present within the proximity of the drainage system channel. While these wetlands are potentially present, Type 1 wetlands are not subject to replace plan or mitigation requirements of the state WCA or federal CWA. HEI encourages the County Board to direct individual landowners to coordinate with NRCS staff regarding the drainage system repair, Swampbuster, and their Family Farm Program eligibility.

Threatened and Endangered Species

Public drainage systems may encounter situations where Minnesota's Endangered Species Statute (MS 84.0895) and the associated Rules apply. The endangered species program regulates activities that take, import, transport, or sell any portion of an endangered or threatened species where these acts may be allowed by permit issued by the DNR. The statutes exempt the accidental, unknowing destruction of designated plants. However, it is the responsibility of the Engineer when preparing a final report to complete due diligence to avoid impacts to threatened and endangered species.

Based on the MnDNR's Natural Heritage Information System (NHIS) data (Houston Engineering License Agreement LA-944), Special Concern species trumpeter swan (*Cygnus buccinator*) habitat was observed within the project area. Special Concern species are not protected under state laws. The proposed work is not likely to result in an impact to the habitat.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

Preliminary Opinions of Probable Construction Costs (POPCC) were developed for the recommended repairs to CD 48A using either the floating excavator (**Table 2**) and "cookie cutter" (**Table 3**) for the amphibious excavation component of the project. The POPCC's also include the following work:

- Replacement of the field crossing between Middle and Duck Lakes; and
- Limited ditch cleanout using traditional excavation means

The full POPCCs for each method are included as **Attachment A**.

Table 2– Preliminary Opinion of Probable Construction Cost - Floating Excavator

Category	Cost
Construction Costs	\$87,965
Engineering**	\$14,660
Legal and Administrative	\$5,000
Total Repair Project Cost	\$107,625

Table 3 – Preliminary Opinion of Probable Construction Cost – Cookie Cutter*

Category	Cost
Construction Costs	\$111,750
Engineering**	\$18,625
Legal and Administrative	\$5,000
Total Repair Project Cost	\$135,375

*Assumes harvester is required. If harvester is not required, cost may be decreased by up to \$28,000.

**A contingency of 20% has been added to the construction costs. Engineering is estimated at 20% of the total construction cost before the contingency is applied. Engineering costs may be reduced if County staff leads procurement of contractors and construction observation.

CONCLUSIONS / RECOMMENDATIONS

We recommend the County complete a repair of the CD 48A open channel system to the ACSIC as shown in Figure 2 to restore the function of the public drainage system to the condition as it was originally constructed. We conclude the proposed repairs are necessary to meet current and future stormwater management needs, and that the repairs are in the best interest of the property owners. The recommended repairs are believed to balance the need to provide serviceable drainage and stormwater management with the desire to minimize environmental impacts while implementing the best value alternative.

Given the specialized nature of the amphibious channel repair work, the County should consider contracting that work independent of other repairs.

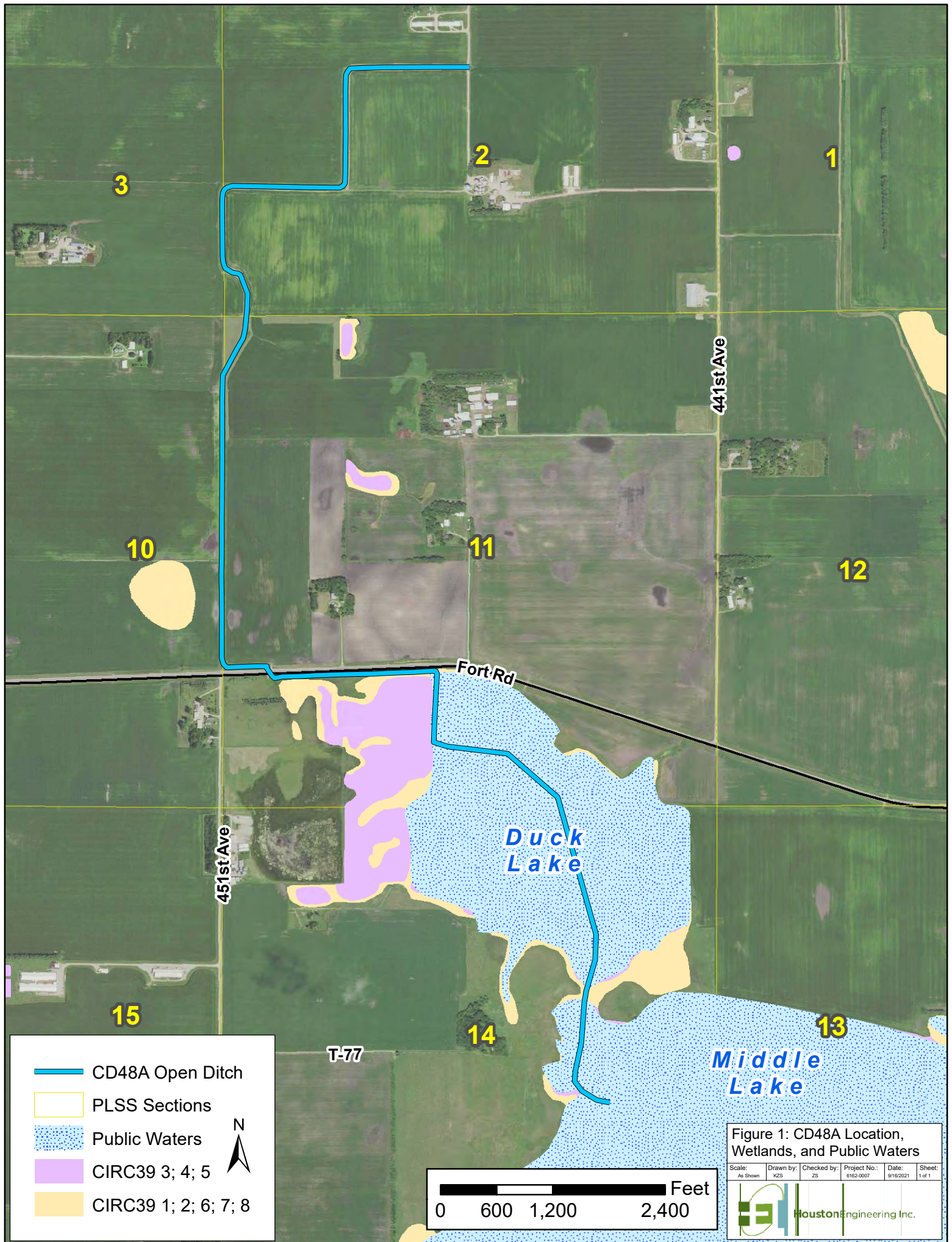
We also recommend that the County begin discussions with the MnDNR regarding the proposed work, including culvert replacement for the 54" CMP located between Middle and Duck Lakes and the means of repair of the open channel between the lakes.

To assist the Drainage Authority, concept-level design and cost information for the repairs of CD 48A are included in this memorandum. However, detailed construction plans, bid documents, and specifications will need to be prepared subsequent to the Drainage Authority establishing and ordering a project. The Drainage Authority retains the decision whether to accept, reject, or modify the Engineer's recommendation.

LIST OF ATTACHMENTS

Attachment A: Preliminary Opinion of Probable Construction Cost

Attachment B: Preliminary Repair Plans



Attachment A: Preliminary Opinion of Probable Construction Cost					
Public Drainage System Infrastructure					
Item Number	Description	Units	Est'd Quantity	Unit Price	Extension
1	Mobilization	Lump Sum	1	\$15,000	\$15,000
2	Excavation of Open Channel & Spoil Management - Amphibious (P)	Linear Foot	3,417	\$12	\$41,004
3	Excavation of Open Channel (P)	Linear Foot	1,200	\$5	\$6,000
4	Spoil Management (P)	Linear Foot	1,200	\$2.50	\$3,000
5	Removal of Existing Culvert	Linear Foot	24	\$15	\$360
6	54" CM Pipe Culvert	Linear Foot	24	\$160	\$3,840
7	Common Fill	Cubic Yard	20	\$10	\$200
8	Repair Bank Sloughing	Linear Foot	40	\$10	\$400
9	Seeding and Mulch (P)	Acre	0.62	\$5,000	\$3,100
10	Erosion Control Blanket Cat. 3	Square Yard	100	\$4	\$400
Public Drainage Subtotal					\$73,304

Engineering	\$14,661
Legal/Admin	\$5,000
Contingency	\$14,661
TOTAL PROJECT COST	\$107,626

NOTES:

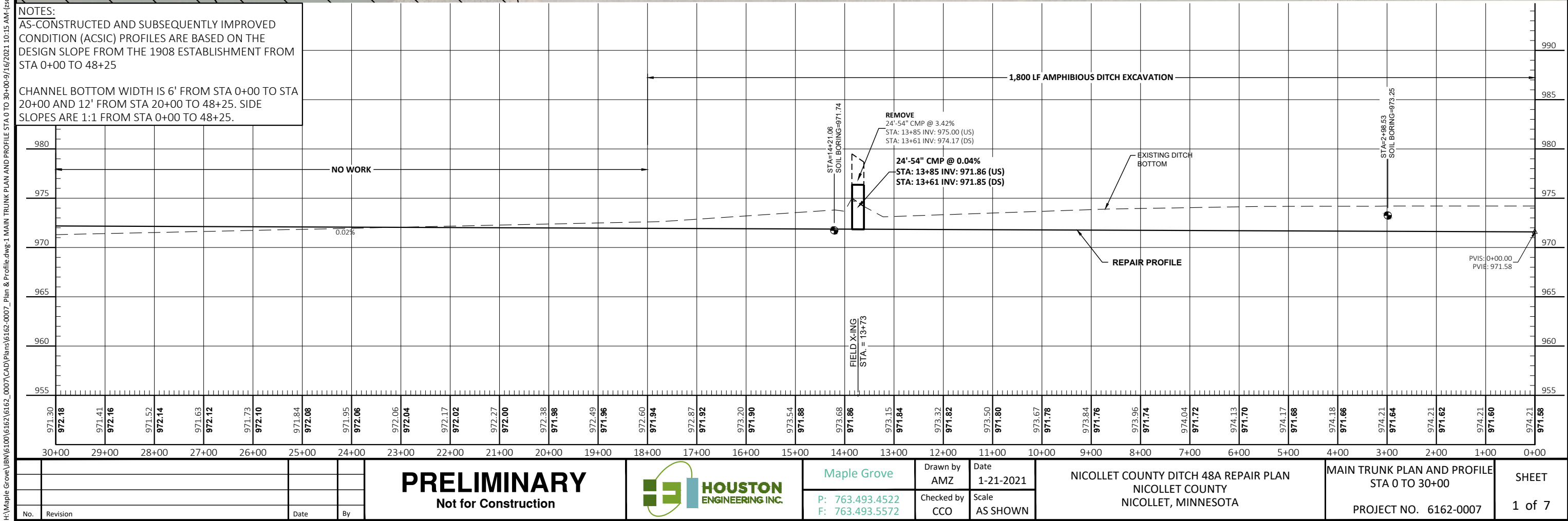
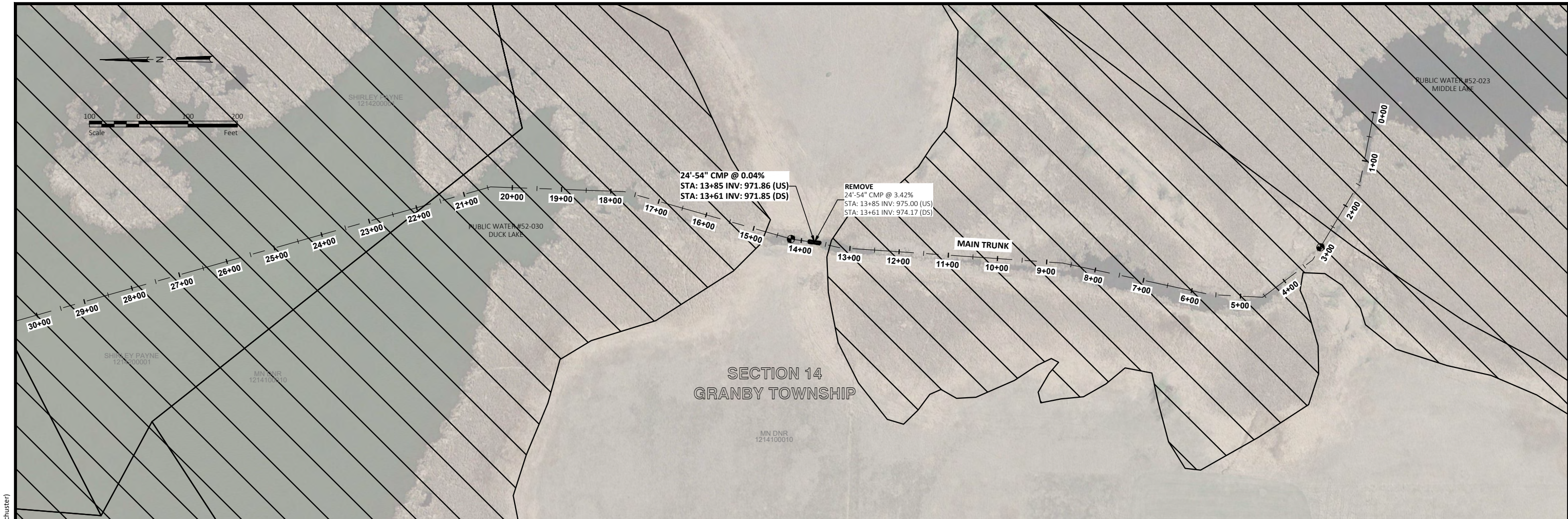
1. Costs assume all work is completed as a single project (single mobilization).
2. Engineering cost is estimated based on 20% of construction cost.

Attachment A: Preliminary Opinion of Probable Construction Cost					
Public Drainage System Infrastructure					
Item Number	Description	Units	Est'd Quantity	Unit Price	Extension
1	Mobilization	Lump Sum	1	\$15,000	\$15,000
2	Excavation of Open Channel & Spoil Management - Amphibious (P)	Linear Foot	3,417	\$17.80	\$60,823
3	Excavation of Open Channel (P)	Linear Foot	1,200	\$5	\$6,000
4	Spoil Management (P)	Linear Foot	1,200	\$2.50	\$3,000
5	Removal of Existing Culvert	Linear Foot	24	\$15	\$360
6	54" CM Pipe Culvert	Linear Foot	24	\$160	\$3,840
7	Common Fill	Cubic Yard	20	\$10	\$200
8	Repair Bank Sloughing	Linear Foot	40	\$10	\$400
9	Seeding and Mulch (P)	Acre	0.62	\$5,000	\$3,100
10	Erosion Control Blanket Cat. 3	Square Yard	100	\$4	\$400
Public Drainage Subtotal					\$93,123

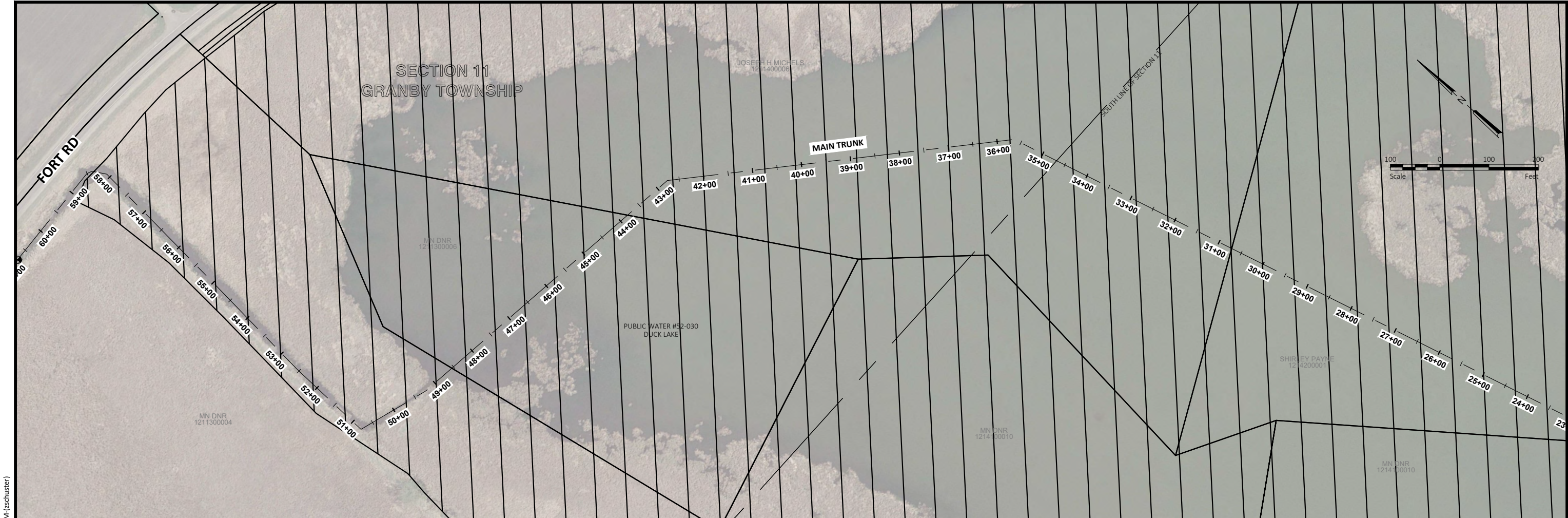
Engineering	\$18,625
Legal/Admin	\$5,000
Contingency	\$18,625
TOTAL PROJECT COST	\$135,372

NOTES:

1. Costs assume all work is completed as a single project (single mobilization).
2. Engineering cost is estimated based on 20% of construction cost.

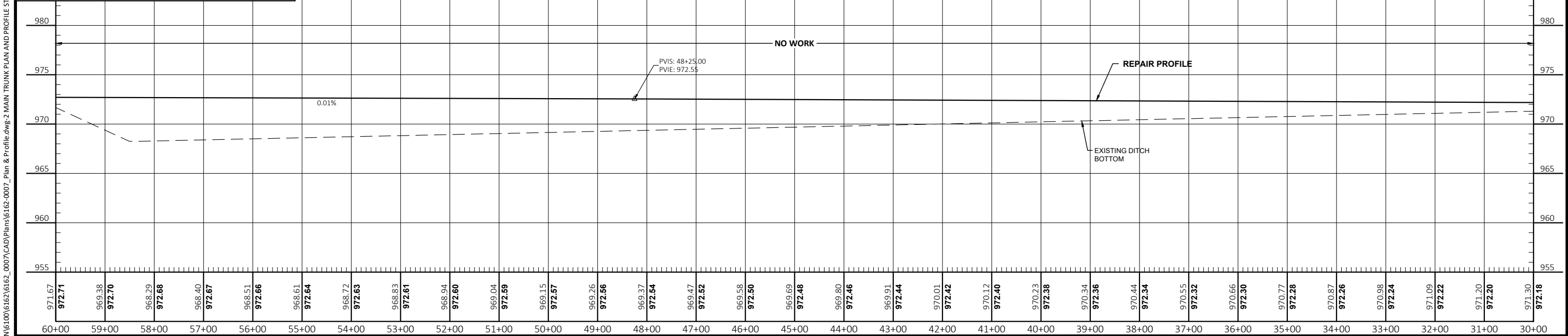


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NOTES:
CHANNEL BOTTOM WIDTH IS 12' FROM STA 20+00 TO STA 48+25 AND 10' FROM STA 48+25 TO 76+65. SIDE SLOPES ARE 1:1 FROM STA 0+00 TO 48+25 AND 1.5:1 (H:V) FROM STA 48+75 TO 172+05.

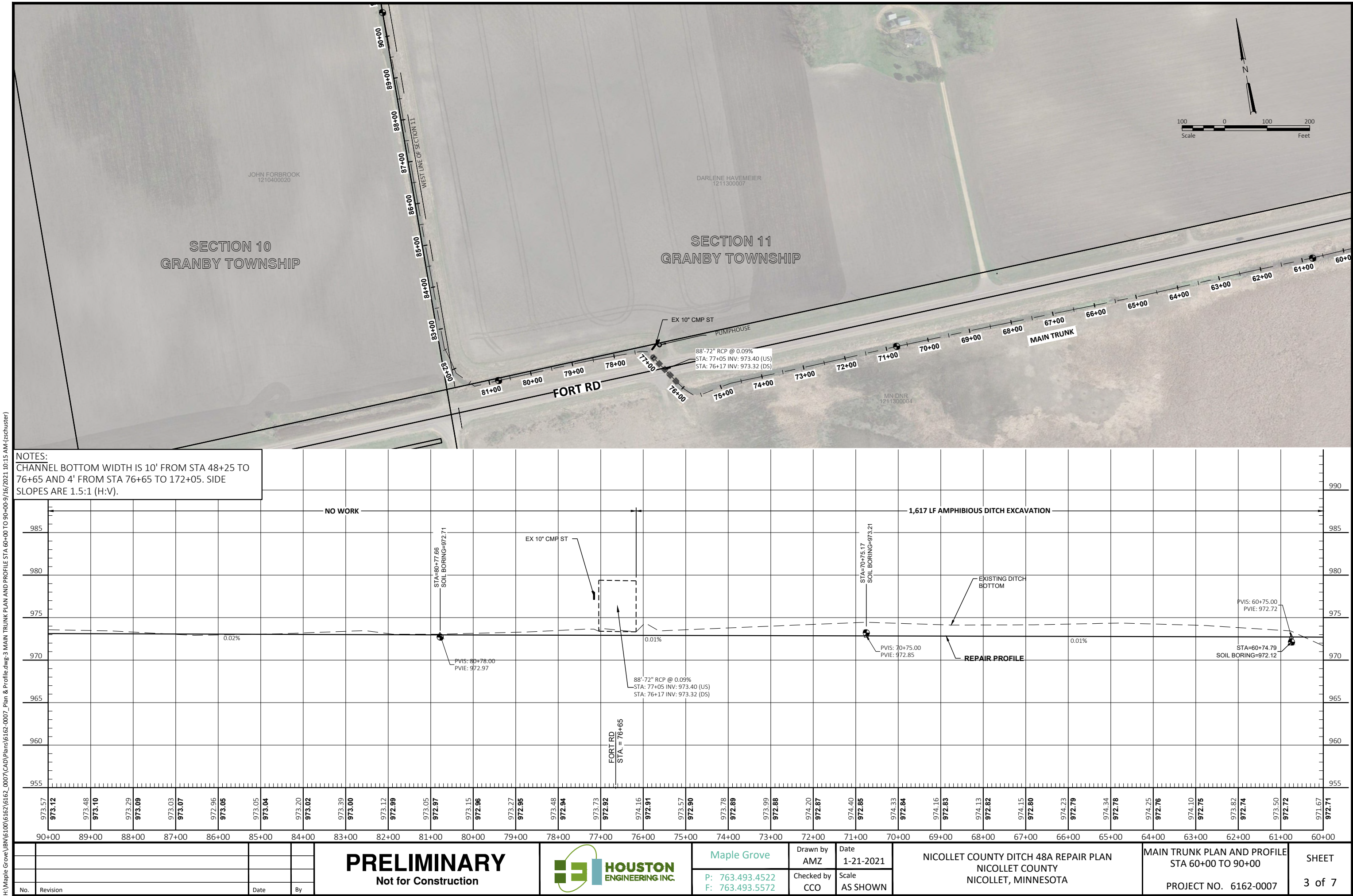
DITCH TO BE "CLEANED" OF VEGETATION WHERE REPAIR PROFILE ABOVE EXISTING GRADE.



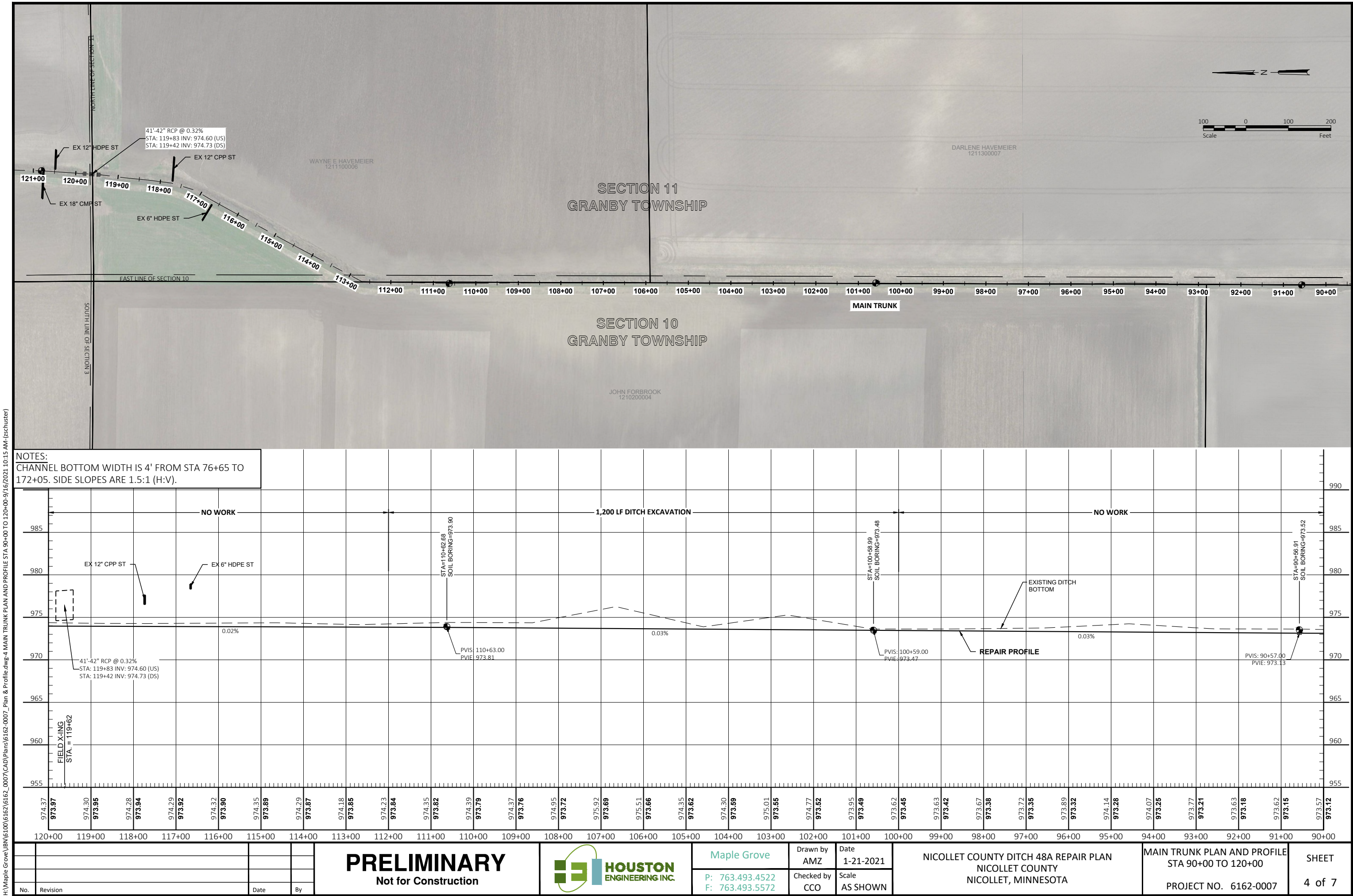
				<div>PRELIMINARY</div> <div>Not for Construction</div>		 HOUSTON ENGINEERING INC.	Maple Grove		Drawn by AMZ	Date 1-21-2021	NICOLLET COUNTY DITCH 48A REPAIR PLAN NICOLLET COUNTY NICOLLET, MINNESOTA	MAIN TRUNK PLAN AND PROFILE STA 30+00 TO 60+00 PROJECT NO. 6162-0007	SHEET 2 of 7
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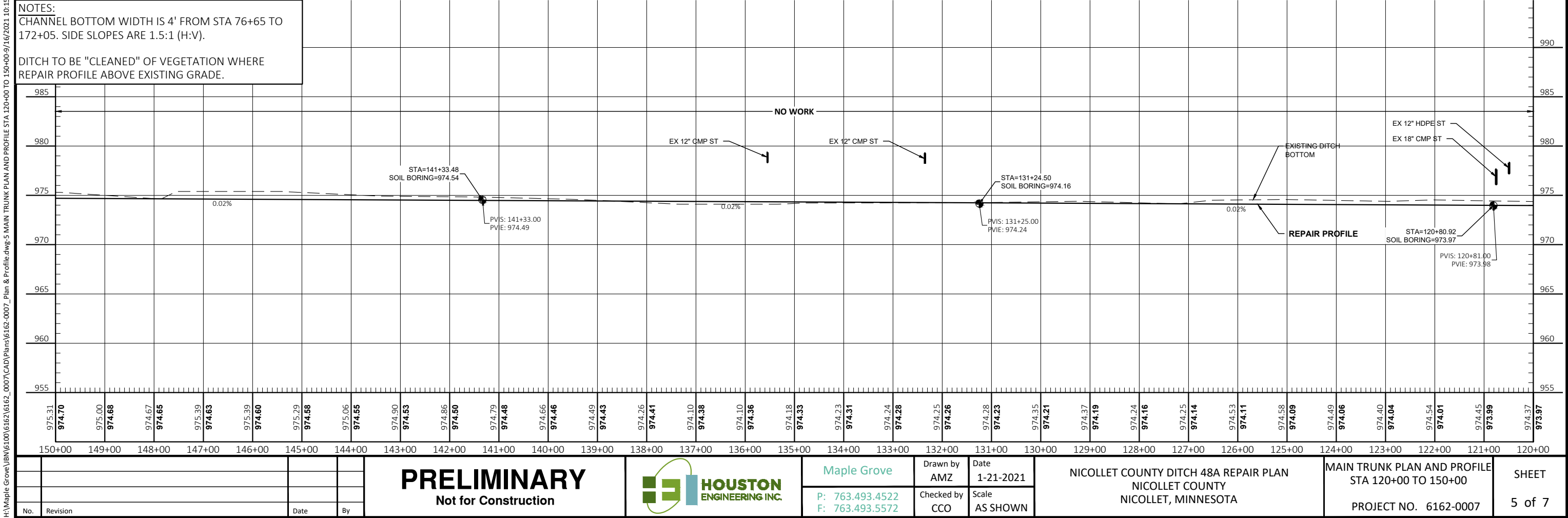
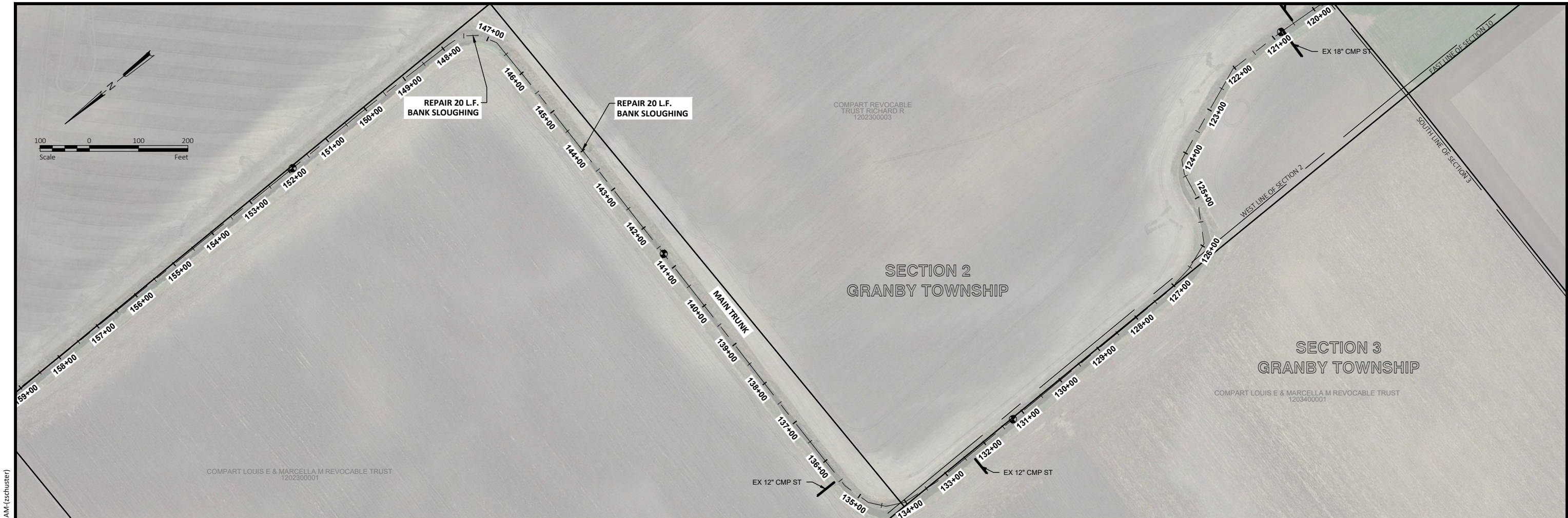
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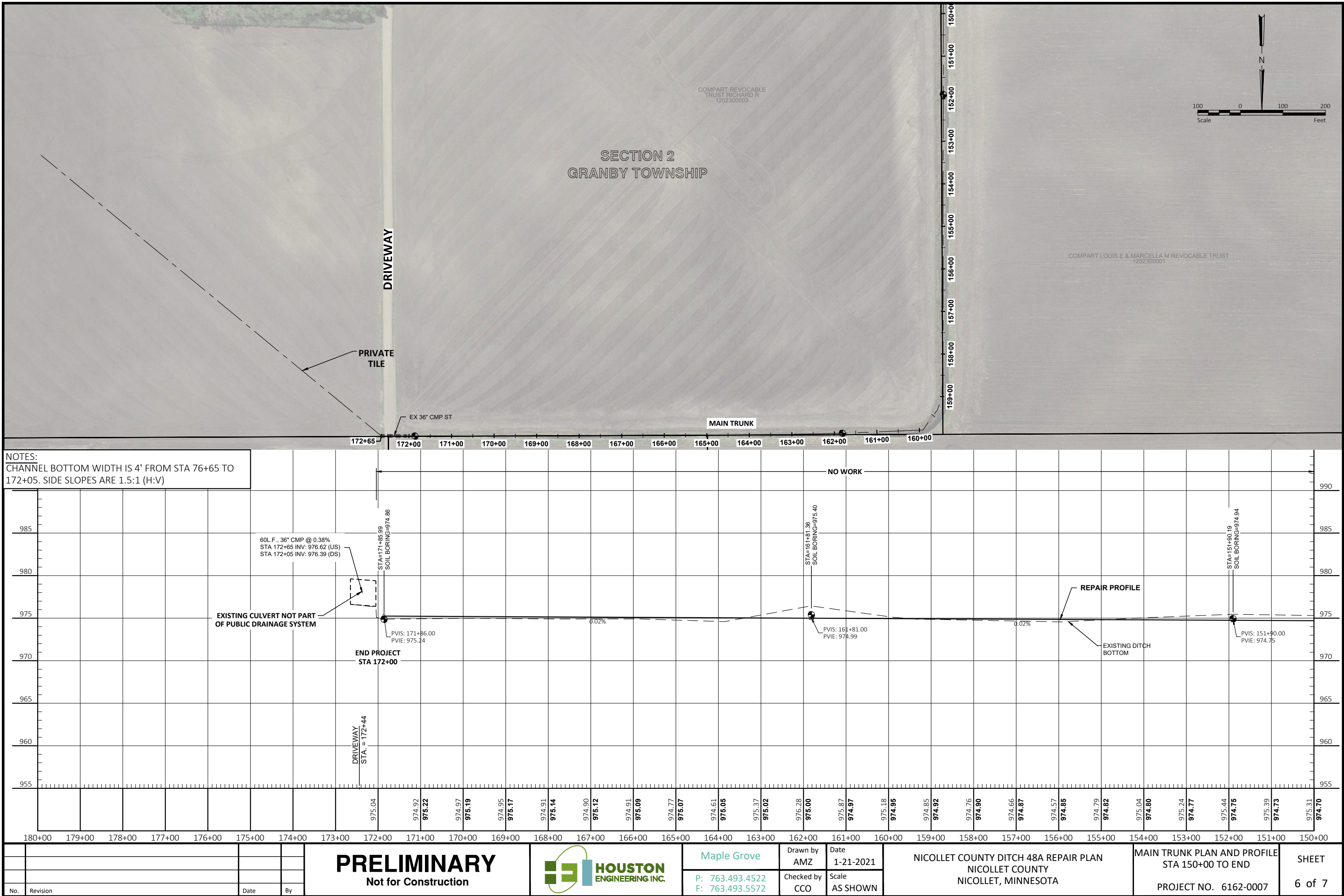
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PRELIMINARY
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Maple Grove

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NICOLLET COUNTY DITCH 48A REPAIR PLAN
NICOLLET COUNTY
NICOLLET, MINNESOTA

MAIN TRUNK PLAN AND PROFILE
STA 150+00 TO END

PROJECT NO. 6162-0007

SHEET

6 of 7