

November 28, 2022

Ms. Tanowa Troupe, Secretary  
Ohio Power Siting Board  
Docketing Division  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, Ohio 43215-3797

**Re: Case Nos. 19-1881-EL-BGN and 21-508-EL-BGA** - In the Matter of the Application of Madison Fields Solar Project, LLC for a Certificate of Environmental Compatibility and Public Need to Construct a Solar-Powered Electric Generation Facility in Madison County, Ohio.

**Certificate Compliance Condition 19 – Road Use and Maintenance Agreement**

Dear Ms. Troupe:

Madison Fields Solar Project, LLC's ("Applicant") is certified to construct a solar-powered electric generation facility in Madison County, Ohio, in accordance with the orders issued by the Ohio Power Siting Board ("OPSB") in Case Nos. 19-1881-EL-BGN and 21-508-EL-BGA on January 21, 2021, and October 21, 2021, respectively.

At this time, the Applicant is filing the Road Use and Maintenance Agreement between the Applicant, and Madison and Union Counties in compliance with Condition 19 of the OPSB's January 21, 2021 order in Case No. 19-1881-EL-BGN. This information was provided to the Staff of the OPSB on November 28, 2022.

We are available, at your convenience, to answer any questions you may have.

Respectfully submitted,

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)  
Matthew C. McDonnell (0090164)  
Dickinson Wright PLLC  
180 East Broad Street, Suite 3400  
Columbus, Ohio 43215  
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[cpirik@dickinsonwright.com](mailto:cpirik@dickinsonwright.com)  
[mmcdonnell@dickinsonwright.com](mailto:mmcdonnell@dickinsonwright.com)

***Attorneys for Madison Fields Solar Project, LLC***

Cc: Matt Butler

4868-0152-3776 v1 [88534-2]

## ROADWAY USE AND MAINTENANCE AGREEMENT

This Roadway Use and Maintenance Agreement ("**RUMA**") is entered into as of this 22<sup>nd</sup> day of November, 2022 (the "**Effective Date**") by and between the Madison County Board of Commissioners, a political subdivision in the State of Ohio whose mailing address is 1 North Main Street, London, Ohio 43140 (the "**County**"); and Union County Board of Commissioners, a political subdivision in the State of Ohio whose mailing address is 233 West Sixth Street, Marysville, OH 43040 ("**Union County**"); and Madison Fields Solar Project, LLC, a Delaware limited liability company whose mailing address is 422 Admiral Boulevard, Kansas City, Missouri 64106 (hereinafter "**Operator**"). The County and Union County and Operator are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Operator is proposing to develop, construct, operate and maintain an approximately 180 megawatt solar-powered electric generation facility, including associated substation facilities and improvements, located in Madison County, Ohio (the "**Project**").

WHEREAS, Operator is also seeking qualification of the Project for an exemption from the taxation of tangible personal property and real property under Ohio Revised Code Section ("**R.C.**") 5727.75, which requires, among other things, the Operator to "repair all roads, bridges, and culverts affected by construction as reasonably required to restore them to their preconstruction condition, as determined by the county engineer in consultation with the local jurisdiction responsible for the roads, bridges and culverts."

WHEREAS, in connection with the development, construction, operation and maintenance of the Project, it is expected that Operator and Operator's employees, suppliers, contractors, subcontractors, agents, and representatives, as well as their respective employees, agents, and representatives (collectively, "**Operator's Representatives**") will need to transport equipment and materials over and/or use certain roads, bridges, culverts, berms, shoulders, roadside ditches, guardrails, traffic control devices, and road markings/stripping owned, operated and controlled by the County and Union County, which are identified on Exhibit A ("**Designated Roads**"), and the County and Union County hereby agree to permit the above activities on the terms and conditions set forth herein;

WHEREAS, the Parties wish to enter into this RUMA to set forth their mutual understanding and agreement regarding the activities described herein, financial security to be provided by Operator, and certain other issues relating to the use of Designated Roads by Operator and Operator's Representatives in connection with the construction of the Project.

NOW THEREFORE, in consideration of the good faith performance by each Party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ROADWAYS

### ROAD STUDY AND APPROVALS:

For purposes of this RUMA, "County Engineer" shall refer to the County Engineer of the county in which the subject roadway is located. Nevertheless, the Parties agree that coordination of any matters or issues under this RUMA regarding Union County roadways will be through Madison County.

With respect to the portion of any Designated Road that is identified in Exhibit A, the Operator will, at its expense, be required to determine the load capacity that will be required to accommodate any increased traffic for the Project. Operator will then be required to core the existing pavement at reasonable intervals determined by the County Engineer and determine the existing load capacity; provided, however, that if any other project has previously performed geotechnical investigations of the same Designated Road that meet the requirements of this Agreement, the Operator shall be entitled to rely on such information and shall not be required to independently perform a new investigation.

If the existing load capacity is less than Ninety Percent (90%) of the needed load capacity, the Operator must determine appropriate mitigations to be carried out prior to the use of that portion of the Designated Road for the construction of the Project. If the existing load capacity is greater than or equal to Ninety Percent (90%) of the needed load capacity, then no mitigation is necessary.

All calculations and designs required as a part of this RUMA shall be stamped by a professional engineer licensed in the State of Ohio. Additionally, the Operator shall hire an independent third-party professional camera crew and videographer and will create a detailed video record and textual narrative of the pre-existing condition of such Designated Road (the "**Road Condition Report**"). The Operator shall deliver the Road Condition Report to the County Engineer prior to the earlier of (i) Operator commencement of any improvement to such Designated Road or (ii) any use of such Designated Road for the operation of a motor vehicle or other equipment weighing more than ten (10) tons. The County Engineer or their designee may participate reasonably in production of the Road Condition Report; provided, that such participation shall not unreasonably delay the production of the Road Condition Report. The County Engineer shall have ten (10) business days after delivery to review the Road Condition Report. The County Engineer shall be deemed to have accepted the Road Condition Report except to the extent that, and only with respect to specifically stated objections on particular Designated Roads as to which, the County Engineer reasonably determines that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the County Engineer makes such a determination, the County Engineer shall, within such ten (10) business day period, provide in writing its specific objections to portions of the Road Condition Report detailing such determination, whereupon the Operator may provide reasonable further documentation of the condition of the Designated Roads. If the Operator disagrees with the County Engineer's determination, the County Engineer and Operator shall promptly meet to confer and attempt to reach agreement; provided further, that failure of the Operator and the County Engineer to reach agreement with respect to the condition of the portion of the Designated Roads to which the County Engineer has specifically objected shall not prevent the Operator from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the County Engineer or delay the County Engineer's granting of any further permits, authorizations, or consents, except to the extent that construction of the Project would produce an immediate, material and adverse effect on any portions of the Designated Roads for which the Road Condition Report has not been accepted by the County Engineer.

If the County Engineer does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within ten (10) business days, the Road Condition Report shall be deemed accepted by the County Engineer. For the sake of clarity, no approval of the County or the County Engineer or Union County other than any approval required under this paragraph is necessary prior to use of any such Designated Road by Operator or Operator's Representatives. Any new segments of county roads or township roads, or new bridges, to be included as part of this RUMA after the Effective Date shall be approved by the County Engineer (which approval shall not be unreasonably withheld, conditioned, or delayed) and incorporated into this RUMA as an amended Exhibit A.

#### ROAD USE:

In connection with the development, construction, operation, and maintenance of the Project, Union County and the County hereby acknowledge and agree that Operator and Operator's Representatives may use the Designated Roads at any time, seven (7) days a week, 365 days a year, starting on the Effective Date. Notwithstanding the foregoing, Operator will endeavor, to the extent practical, to use the Designated Roads in a manner and at times to minimize the impact to and inconvenience of the traveling public.

#### PRE-PROJECT ROAD MODIFICATIONS:

If the County Engineer and Operator mutually determine that any modifications and/or improvements are reasonably necessary to accommodate the transport of heavy equipment, materials, and/or multiple heavy loads, Operator agrees to submit stamped engineering drawings to the County Engineer for review and approval prior to commencement of the modifications and improvements, which approval shall not be unreasonably withheld, conditioned or delayed. Union County and the County consents to all such modifications and improvements approved by the County Engineer.

#### REDUCED LOAD AND SPEED LIMITS:

Pursuant to R.C. 5577.07 and 5577.071, Union County and the County may reduce the maximum weight of vehicles and loads, or the maximum speed, on Designated Roads. Nothing in this RUMA relieves Operator or Operator's Representatives from adhering to such reduction designations.

#### DAMAGES AND REPAIRS:

In the event it is established by the County Engineer through comparison of the Road Condition Report to the Post-Construction Condition that Operator or Operator's Representatives directly caused any damage to the Designated Roads during the hauling of materials or equipment to the Project site, Operator shall repair (or cause to be repaired) such damage so that the Designated Roads are as close as reasonably practicable to the condition that existed immediately prior to such damage occurring.

The County Engineer may request that Operator engage a third-party inspector to inspect the Designated Roads for the County Engineer no more than once every three months during the Project's construction or after any transport of a load greater than fifteen (15) tons on the Designated Roads to identify damage caused by Project construction. Repair work by Operator shall be completed based upon standards set forth in the Ohio Department of Transportation's latest Construction and Materials specifications. Operator shall promptly notify the County Engineer of any road or bridge emergency conditions caused by Operator or its contractors. In the event such hazardous road or bridge condition directly arises out of Operator's use thereof and is not corrected by Operator within a reasonable time after the discovery of such hazardous road or bridge condition, the County Engineer may cause emergency road or bridge repair



to be performed (“**Emergency Repair**”), and Operator shall promptly reimburse County and/or Union County for the reasonable repair costs incurred by the County and/or Union County for such Emergency Repairs upon receipt of documentation of such expenses. Following completion of any such repairs, the County Engineer and Operator shall jointly inspect the repair to confirm that it has been completed to the reasonable satisfaction of the County Engineer. The County understands and agrees that Operator is not responsible for any damage to any of the Designated Roads that is not caused by Operator or Operator's Representatives.

#### COMPLETION OF THE PROJECT:

After completion of construction of the Project, the County Engineer will inspect the Designated Roads for damage caused by Operator within thirty (30) days of receiving notice of completion of the Project from the Operator. The County Engineer will provide a good faith list of damages, if any, caused by Operator or Operator's Representatives, and Operator shall make the necessary repairs based on applicable standards set forth in the Ohio Department of Transportation's latest Construction and Materials specifications. Necessary repairs will result in the Designated Roads' return, as close as reasonably practicable, to the condition that existed prior to Operator's use under this RUMA, normal wear and tear excepted; provided, however, Operator shall not be required to resurface an entire road as part of this RUMA.

Operator shall provide written notice to the County Engineer that any necessary repair work has been completed. Upon receipt of the repair completion notice, the County Engineer will have thirty (30) days to accept or reject the above work based upon applicable engineering standards. If the County Engineer tenders a rejection notice, Operator will promptly make the necessary repairs as identified in the rejection notice, or to the extent Operator disagrees as to the need for additional repairs, provide a written explanation as to why such repairs are not necessary. If no repairs are required or following the resolution and completion of any additional repairs and the County Engineer's acceptance of the repairs, any Party may terminate this Agreement by providing written notice of such termination to the other Parties.

If the Parties are unable to resolve any dispute regarding Road Repairs, the Parties will cooperate in good faith to (i) agree upon a third party professional engineer (the “**Engineer**”) reasonably acceptable to the Parties, who is registered as a professional engineer in the State of Ohio and knowledgeable and experienced in county road design and maintenance; (ii) provide Road Condition Report and the Post-Construction Condition documentation to the Engineer; and (iii) promptly schedule and conduct an on-site inspection with the Engineer. In the event the Parties are unable to agree upon third party engineer, the County Engineer and Operator shall each select a third party professional engineer and those engineers will agree on a third engineer to serve as the Engineer. Based on the on-site inspection and review of Road Condition Report to the Post-Construction Condition documentation, the Engineer shall establish whether and what specific actions must be taken by Operator for Road Repairs.

### BASIC TERMS OF ROAD USE

#### OBEY ALL TRAFFIC LAWS:

All vehicles driven by Operator or Operator's Representatives shall: (i) abide by applicable speed limits as posted, or if not posted, as otherwise applicable; and (ii) comply with all reasonable requests of the County Engineer to take necessary precautions to timely remove dirt, mud, dust, and debris carried onto the Designated Roads by trucks and trailers hauling material to/from the Project.

### SIGNAGE:

During construction of the Project, Operator or Operator's Representatives shall be responsible for placing and maintaining signage on the Designated Roads in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices.

### ROAD CLOSURE NOTICE FOR REPAIRS:

This RUMA shall not prohibit the County from closing Designated Roads to any vehicle or combination of vehicles if such closing is authorized by law and is deemed necessary for public safety. In the event it becomes necessary for any of the Designated Roads to be closed for any reason relating to the construction of the Project, Operator shall provide reasonable advance notice of any such closure to County Engineer. Notwithstanding the foregoing, Operator shall provide no less than seven (7) days advance notice of any such closure when reasonably practicable. Operator shall furnish all materials reasonably necessary to close any of the Designated Roads as a result of the construction of the Project. Operator shall designate a person to coordinate the transportation related activities of Operator related to the Project.

### PERFORMANCE ASSURANCE BOND:

Prior to commencement of transportation of major equipment or materials to the Project, carrying loads in excess of fifteen (15) tons, on routes designated in Exhibit A, Operator shall post a bond or other surety (the "**Performance Bond**") to cover the cost of any damages directly caused to the Designated Roads by Operator or Operator's Representatives, and which are not remedied in accordance with the terms and conditions in this RUMA.

The amount of the Performance Bond shall be **One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00)**. The Parties agree that Madison County and Union County shall be named as obligees, as their interests may appear, on the Performance Bond.

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the maximum amount of Operator's liability and obligation with respect to its obligations hereunder shall not exceed the amount of the Performance Bond (whether paid directly by Operator, as a result of drawing upon the Performance Bond, or otherwise).

The Performance Bond may be posted in the form of: (i) a surety bond made payable to the Madison County Board of Commissioners and Union County Board of County Commissioners and issued by a corporation licensed to do business in Ohio; (ii) an irrevocable letter of credit, parental guarantee or other form of financial security reasonably acceptable to the County; or (iii) cash escrow. The Performance Bond shall remain in full force and effect during the term of this RUMA and shall be immediately released upon the completion of any necessary repair work under this RUMA, following construction of Operator's Project.

### DRAW CONDITIONS:

The County and Union County as obligees may draw upon the Performance Bond only if and to the extent that Operator fails or refuses to promptly perform repairs, or to pay the cost of performing repairs, as set forth in this RUMA, and after all of the following draw conditions have been satisfied: (i) the County certify that Operator failed or refused to perform required repairs or to pay the cost of performing repairs required under this RUMA in a reasonable period of time after notice and opportunity to cure; (ii) the

County certifies that that the County performed such repairs (or caused such repair work to be performed); (iii) the County certifies that the County incurred expenses for the performance of such repair work; and (iv) the County certifies that it actually submitted details of such expenses to Operator for reimbursement of such expenses without payment rendered. Any funds drawn upon by the County or Union County under the Performance Bond to cover such expenses shall be subject to all defenses available to the surety under law.

If the County or Union County draws upon the Performance Bond, the County shall provide a full accounting of the amount of the draw(s) and the cost of repairs to Operator.

## GENERAL PROVISIONS

### RECITALS:

The above Recitals are hereby incorporated into this RUMA in full and form and integral part hereof.

### DEFAULT:

Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this RUMA by any Party (the “**Defaulting Party**”), which default is not caused by the Party seeking to enforce said provisions (the “**Non-Defaulting Party**”) and after notice and a 30-day cure period has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to file a breach of contract claim, an action for declaratory relief, and/or to seek specific performance, mandamus and/or injunctive relief. Notwithstanding the foregoing, the County may, without notice, take remedial action if immediate hazards exist and the Operator is unable to or fails to take immediate action to make the Designated Roads safe for the motoring public through Emergency Repairs and any costs reasonably incurred by the County or Union County in such a circumstance shall be reimbursed to the County or Union County pursuant to the Damages and Repairs section above.

### INDEMNITY AND HOLD HARMLESS:

Operator shall indemnify, defend, and hold the County and Union County as well as their officials, officers, and employees harmless from any and all losses, claims, costs, expenses, judgments, suits, actions, proceedings, and damages, including reasonable attorneys' fees (collectively, “**Claims**”) involving personal injury, death or damage to property and arising out of the performance or non-performance of the terms of this RUMA by Operator, except this indemnity provision shall not apply to the extent such Claims arise from or relate to the negligence or intentional misconduct of the County, Union County and their respective officials, officers, employees, and/or agents.

### ASSIGNMENT:

This RUMA may not be assigned without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Operator may assign all or any portion of its rights under this RUMA to any lender, mortgagee, investor, parent-subsiary, purchaser of all or substantially all of the assets of the Project or other affiliated entity, all of which may be done without obtaining the consent of the other signatories to this RUMA.

#### GOVERNING LAW-STATE OF OHIO:

This RUMA shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions in such state. A federal or state court in Ohio having jurisdiction in Madison County, Ohio shall decide any disputes arising under this RUMA.

#### PREVAILING WAGE:

As it relates to any road repair work completed under this RUMA, Operator is required to comply with Ohio's prevailing wage requirements as applicable under Ohio law; however, the County shall be solely responsible for providing the prevailing wage coordinator.

#### AMENDMENTS TO AGREEMENT:

This RUMA shall constitute the complete and entire RUMA between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall alter or modify the written terms herein. This RUMA may be amended only by written RUMA properly executed by the Parties.

#### AUTHORITY:

Operator hereby represents and warrants that this RUMA has been duly authorized, executed and delivered on behalf of Operator. The County hereby represents and warrants that this RUMA has been duly authorized, executed and delivered on behalf of the County. Union County hereby represents and warrants that this RUMA has been duly authorized, executed and delivered on behalf of Union County. Union County hereby appoints the County Engineer of Madison County to act on its behalf in carrying out the provisions of this RUMA.

#### NOTICES:

All notices, requests, demands and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person, by mail, e-mail or facsimile to the address of the intended recipient as set forth below (or to such other address as any such Party shall designate in writing to the other Parties from time to time as provided herein):

#### **MADISON COUNTY AND UNION COUNTY**

Bryan D. Dhume, P.E., P.S.  
Madison County Engineer  
825 US 42 NE  
London, Ohio 43140  
Phone: (740) 852-9404  
Fax: (740) 852-9530  
E-mail: [engineer@madison.ohio.gov](mailto:engineer@madison.ohio.gov)

#### **OPERATOR**

Madison Fields Solar Project, LLC,  
422 Admiral Boulevard,  
Kansas City, MO 64106  
Phone: (816) 621-8926  
E-mail: [gparker@savionenergy.com](mailto:gparker@savionenergy.com)

In addition to the written communications detailed above, the Parties agree that the individuals referenced above shall be the contact persons for any verbal communications regarding any concerns/issues that are associated with this RUMA.

#### **RIGHTS AND WAIVERS:**

The failure of a Party to exercise any right under this RUMA shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provision herein be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

#### **SEVERABILITY:**

If any provision of this RUMA proves to be illegal, invalid, or unenforceable, the remainder of this RUMA will not be affected, impaired or invalidated by such finding and shall remain in full force and effect. To the extent practicable, any provision of this RUMA that proves to be illegal, invalid, or unenforceable, shall be replaced with language as similar as possible to accurately reflect the intentions of the Parties and be legal, valid and enforceable.

#### **COUNTERPARTS:**

This RUMA may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon one and the same counterpart, and all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this RUMA by facsimile, .pdf or electronic mail shall be as effective as personal delivery of an originally signed counterpart to this RUMA.

#### **SUCCESSORS AND ASSIGNS:**

This RUMA shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, and legal representatives.

#### **LIMITATION ON DAMAGES:**

Notwithstanding any provision in this RUMA to the contrary, in no event shall the Parties be liable (including, without limitation under any indemnity hereunder) for any special, punitive, indirect, incidental or consequential damages (including, without limitation, any claims for lost profits and/or lost business opportunity) in connection with this RUMA, and all such damages are hereby waived.

#### **NO OBLIGATION TO CONSTRUCT:**

Notwithstanding the foregoing, Operator shall have no obligation to construct or operate the Project. In the event that the Operator determines that it will not construct the Project prior to use of the Designated Roads as provided herein, Operator may terminate this RUMA by providing notice to the other Parties of same.

***[Signatures on the following pages]***

**IN TESTIMONY WHEREOF**, the Parties hereto have caused this RUMA to be executed by their respective duly authorized officers as of the day and year first above written.

**MADISON FIELDS SOLAR PROJECT, LLC**

By: Nick Lincon  
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Name: Nick Lincon, President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Gary Parker, Authorized Person

Date: Gary Parker  
D8906B1B4797473...

**MADISON COUNTY ENGINEER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MADISON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

IN TESTIMONY WHEREOF, the Parties hereto have caused this RUMA to be executed by their respective duly authorized officers as of the day and year first above written.

**MADISON FIELDS SOLAR PROJECT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MADISON COUNTY ENGINEER**

By: 

Name: Bryan Dhuma

Date: 11-22-22

**MADISON COUNTY BOARD OF COMMISSIONERS**

By: 

Name: Chris Wallace


Date: 11/22/22

By: 

Name: Tony Xenikis

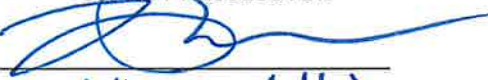
Date: 11-22-22



By:   
Name: MARK A. FORREST  
Date: 11-22-2028

**APPROVED AS TO FORM**

**MADISON COUNTY PROSECUTOR**

By:   
Name: Nick Adkins  
Date: 11.22.2028

**UNION COUNTY ENGINEER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNION COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**MADISON COUNTY PROSECUTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**UNION COUNTY ENGINEER**

By:  \_\_\_\_\_

Name: Jeff Starch

Date: 11/23/22

**UNION COUNTY BOARD OF COMMISSIONERS**

By:  \_\_\_\_\_

Name: Steve Robinson

Date: 11-23-2022

By:  \_\_\_\_\_

Name: Dan Burke

Date: 11-23-2022

By: Christiane Schment

Name: Christiane Schment

Date: 11-23-2022

**APPROVED AS TO FORM**

**UNION COUNTY PROSECUTOR**

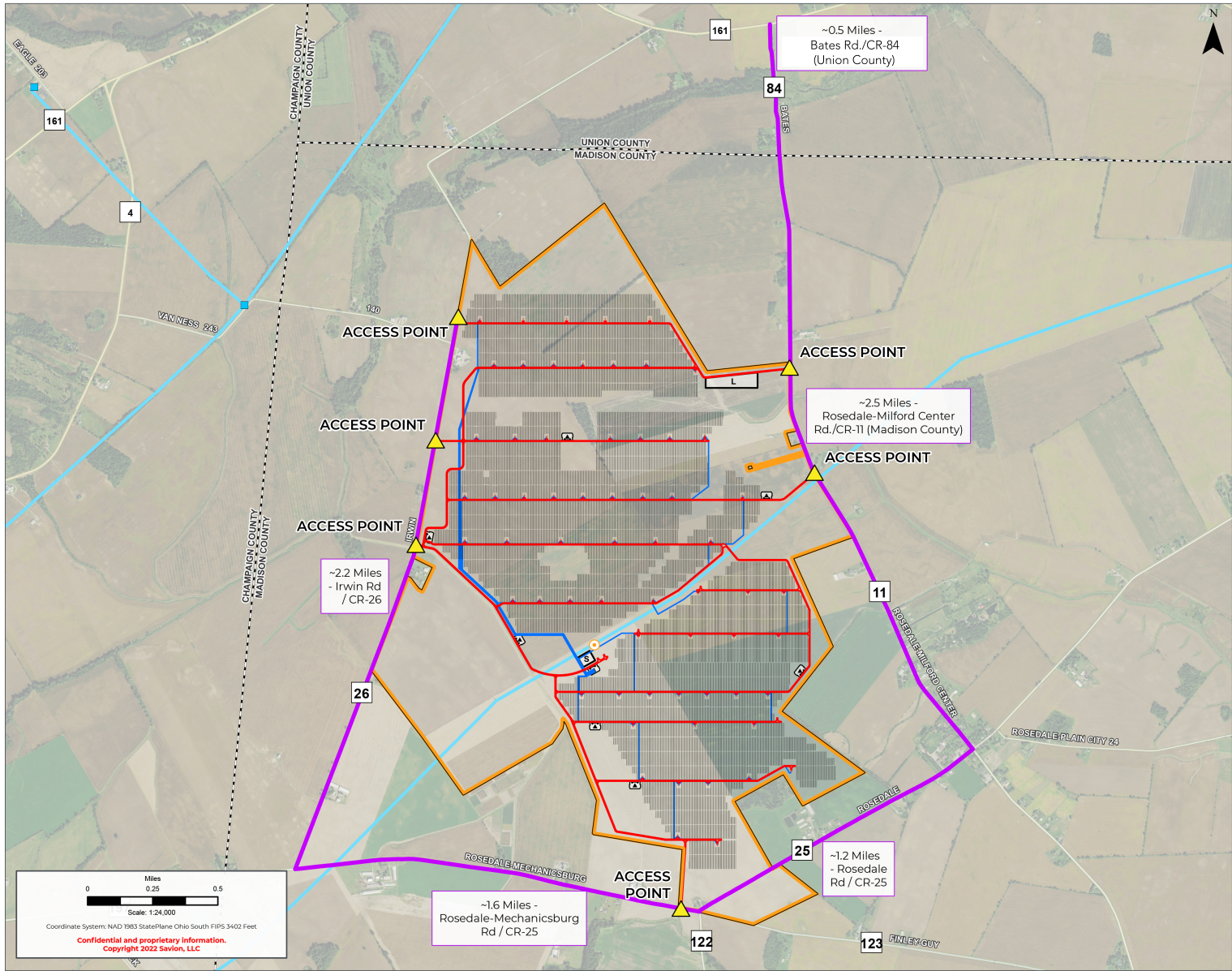
By: Thayne D. Gray  
Asst. Prosec. Atty.

Name: THAYNE D. GRAY

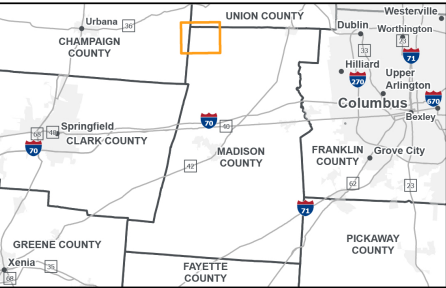
Date: Nov. 23, 2022

## EXHIBIT A – DESIGNATED ROADS

MADISON FIELDS SOLAR PROJECT



- Designated Roads
- Access Point
- MADISON FIELDS SOLAR PROJECT
- Project Boundary
- Point of Interconnection
- Solar Array
  - Inverter
  - Panel
- Electrical
  - UG Collection
- Facilities
  - Substation
  - Laydown Yard
  - Launch Point
- Transmission Lines
- Voltage kV
  - 138
- Substations



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

|  |                                      |
|--|--------------------------------------|
| PROJECT:<br><b>MADISON FIELDS</b>      |                                      |
| DEVELOPER:<br><b>SAVION, LLC</b>       | ENGINEER:                            |
| DATE:<br><b>10/27/2022</b>             | SCALE:<br><b>1 INCH : 2,000 FEET</b> |
| NOTES:                                 |                                      |
| SHEET:<br><b>RUMA DESIGNATED ROADS</b> |                                      |

The following companies and organizations provided data that contributed to the production of this map - CoreLogic, Inc., Environmental Systems Research Institute (ESRI), U.S. Department of Agriculture (USDA), U.S. Federal Aviation Administration (FAA), U.S. Geological Survey (USGS), WhiteStar Corporation, Ventyx, Inc., An ABB Company

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**11/28/2022 5:43:52 PM**

**in**

**Case No(s). 21-0508-EL-BGA, 19-1881-EL-BGN**

Summary: Correspondence Compliance with Condition 19 - Road Use and  
Maintenance Agreement electronically filed by Christine M.T. Pirik on behalf of  
Madison Fields Solar Project, LLC