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September 3, 2019

Ms. Tanowa Troupe, Secretary
Ohio Power Siting Board
Docketing Division
180 East Broad Street, 11th Floor
Columbus, OH 43215

Re: Case Nos. 17-773-EL-BGN and 18-1360-EL-BGN
In the Matter of the Applications of Hardin Solar Energy LLC/Hardin Solar Energy II LLC for a Certificate of Environmental Compatibility and Public Need to Construct a Solar-Powered Electric Generation Facility in Hardin County, Ohio.

Certificate Compliance Condition 23 - Road Use Agreement

Dear Ms. Troupe:

Hardin Solar Energy LLC/Hardin Solar Energy II LLC ("Applicant") is certified to construct a solar-powered electric generation facility in Hardin County, Ohio, in accordance with the orders issued by the Ohio Power Siting Board ("OPSB") in the above-referenced cases. By Entry issued May 16, 2019, the OPSB approved the merger of the certificates issued to Hardin Solar Energy LLC and Hardin Solar Energy II LLC, for a combined generating capacity of 320 megawatts ("MW"). The Applicant is currently preparing to begin construction on the initial 150 MWs of the 320-MW project.

At this time, the Applicant is filing the attached Road Use Agreement between the Applicant and Hardin County, as well as a letter from the Hardin County Engineer in compliance with Condition 23 of the OPSB's February 15, 2018 Order in Case No. 17-773-EL-BGN, and the OPSB's May 16, 2019 Order in Case No. 18-1360-EL-BGN.

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)

William V. Vorys (0093479)

Dickinson Wright PLLC

150 East Gay Street, Suite 2400

Columbus, Ohio 43215

Attorneys for Hardin Solar Energy LLC

/Hardin Solar Energy II LLC

cc: Jim O'Dell

COLUMBUS 39579-24 122048v1

STATE OF OHIO §

COUNTY OF HARDIN §

**ROAD AGREEMENT
FOR SOLAR CONSTRUCTION PROJECTS**

THIS ROAD AGREEMENT FOR SOLAR CONSTRUCTION PROJECTS ("Agreement") is entered into this 23 day of AUGUST, 2019 ("Effective Date"), between the County of Hardin and the Project ("Project"), shown below as Contracting Parties.

I. Contracting Parties:

The County: Hardin County Commissioners & Marion Township Trustees
The Project: Hardin Solar Energy LLC

III. Agreement:

A. The Project agrees to provide and the County agrees to accept, an amount up to \$1,500,000 to be secured by a surety bond in the total amount of \$150,000 per mile of Designated Roads (as defined below) which meets all applicable laws and regulations and the County's approval, to reimburse the County for expenditures as may be required to repair damage to Designated Roads caused by the Project's construction activities in Hardin County. The Project shall not be required to provide a surety bond for any Designated Roads secured a surety bond provided by an affiliate of the Project as of the Effective Date. The roadways covered by this Agreement are (collectively, the "Roadways"):

- (1) CR 110 between State route 235 and CR 95
- (2) Township 120 between State routes 235 and 195
- (3) CR 130 between State routes 235 and 195
- (4) CR 95 between CR 110 and state route 309.

B. With respect to any Roadways (together with appurtenant bridges, culverts, road shoulders, intersections, and all other County or Township-owned or controlled property, each a "Designated Road" and, collectively, the "Designated Roads"), the Project will, at its expense, be required to determine the load capacity that will be required to accommodate any increased traffic by the proposed improvements on any County and Township road that will be effected. They will then be required to core the existing pavement at reasonable intervals determined by the County and determine the existing load capacity; provided, however, that if an affiliate of the Project has previously performed geotechnical investigations of the same Designated Road that meet the requirements of this Agreement, the Project 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 Project must determine appropriate mitigations to be carried out prior to the start of construction of the proposed solar farm. 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 shall be stamped by a Professional Engineer of the State of Ohio and approved by the County prior to commencement of work. Additionally, The Project 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 Project shall deliver the Road Condition Report to the County prior to the earlier of (i) Project 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 five (5) tons. The County, hereafter "County Engineer", or his 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 shall have twelve (12) working days after delivery to review the Road Condition Report. The County 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 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 makes such a determination, the County shall, within such twelve (12) working day period, provide in writing its specific objections to portions of the Road Condition Report detailing such determination, whereupon the Project may provide reasonable further documentation of the condition of the Designated Roads. If the Project disagrees with the County's determination, the Parties shall promptly meet to confer and attempt to reach agreement; provided further, that failure of the Project and the County to reach agreement with respect to the condition of the portion of the Designated Roads to which the County has specifically objected shall not prevent the Project from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the County or delay the County'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. If the County does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within such twelve (12) working days, the Road Condition Report shall be deemed accepted by the County.

- C. During the Project's construction, the Designated Roads will be repaired as determined by the County and the Project to ensure they remain in a safe and passable condition. Within thirty (30) days of the completion of the Project's construction, the damaged roads or other property will be repaired to the condition it was in prior to such damage. Once that assessment and those repairs, if any, are completed, the Project will not be obligated to reimburse for additional Designated Road repairs. All Designated Road repairs performed under this Agreement must be jointly approved by the Project and the County prior to the start of any such repairs and the Project shall have no obligation to reimburse the County for any Designated Road repairs performed without the Project's prior approval. The County shall provide monthly reports to the Project outlining expenses incurred by the County for Designated Road repairs.
- D. The surety bond shall remain in full force and effect until the earliest of (i) the date upon which the total amount of payments made by the Project to the County for approved Designated Road repairs equal \$1,500,000 (ii) the date that is thirty (30) days from the completion of the Project's construction if the County and the Project determine in accordance with section III B. that no additional Designated Road repairs are needed or (iii) the date upon which any additional Designated Road repairs as determined by the County and the Project upon completion of the Project's construction in accordance with section III B. have been completed, at which time the County will release the surety bond.

E. In no event will the total obligation of the Project exceed \$1,500,000

F. All payments shall be made by check or warrant made payable to and mailed or delivered to the address provided in XV. Notices below.

IV. Representations and Warranties:

- A. The County is not responsible for any representations made by the Project for tax purposes.
- B. The Project acknowledges that the County will act in reliance on and in consideration of the promises made by the Project in this Agreement.

V. Payment Accepted for Limited Purposes:

- A. Acceptance of the payment does not bind the County to a course of action or promise of performance except as specifically described in item number III above.
- B. No benefit will accrue to the Project as a result of the County's acceptance of the payment except as specifically described in item number III above.

VI. Public Information:

- A. This Agreement is public information and will be furnished to a requestor under the Ohio Public Records Act,
- B. The Project is required to make any information created or exchanged with the County pursuant to this Agreement, and not otherwise excepted from disclosure under the Ohio Public Records Act, available in a format that is accessible by the public at no additional charge to the County.

VII. Roadwork Funding and Work Responsibilities:

The County will authorize the performance of only those items of work that the Project has approved and has agreed to pay for as described in item number III above, and only after full payment is received.

VIII. Right of Access:

If the Project is the owner of any part of the site where the work is to be performed, the Project shall permit the County or its authorized representative access to the site to perform any activities required to execute the work. The Project will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the County.

IX. Hold Harmless:

The Project shall save harmless the County and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Project or of any person employed by the Project. The Project shall also save harmless the County from any and all expense, including, but not limited to, attorney fees that may be incurred by the County in litigation or otherwise resisting the claim or liabilities that may be imposed on the County as a result of such activities by the Project, its agents, or employees.

X. Design and Construction:

All aspects of the work shall be carried out in compliance with applicable federal and state laws and regulations. The work shall be designed in accordance with the latest policies, procedures, standards, and guidelines. The Project shall award and manage all construction work. The County or his appointed representative will inspect all work.

XI. Document and Information Exchange:

If applicable, the Project agrees to deliver to the County all general notes, specifications, contract provision requirements and related documentation electronically in a Microsoft® Word or similar document. If requested by the County, the Project will use the County's document template.

XII. Interest:

The County will not pay interest on funds provided by the Project.

XIII. Final Accounting:

On completion of the work, the County will make a final accounting in accordance with its established accounting procedures. Any funds previously deposited by the Project and not expended for the cost of the work covered under this Agreement will be returned to the Project.

XIV. Sole Agreement:

In the event the terms of the Agreement are in conflict with the provisions of any other existing Agreements between the Project and the County, the latest agreement shall take precedence over the other agreements in matters related to the work described in section III B.

XV. Notices:

All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following respective addresses:

Project	County
Hardin Solar Energy LLC Attn: Hardin Solar Project Manager One South Wacker Drive, Suite 1800 Chicago, IL 60606	Hardin County Commissioners Address: One Courthouse Square, Suite 100 Kenton, Ohio 43326

The notice shall be received by the addressee on the date delivered or deposited in the mail, unless otherwise provided. Either party may change the above address by sending written notice of such change to the other in the manner provided.

[signature page follows]

The County and the Project have executed duplicate counterparts of this Agreement.

THE COUNTY

Executed and approved by the County of Hardin for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the County of Hardin

THE PROJECT

The undersigned signatory warrants that he or she is an official representative of the organization making the payment described and is authorized to enter into this Agreement on behalf of the organization.

HARDIN SOLAR ENERGY LLC

By: _____

Name: _____

James J. Shield

Title: _____

Vice President



Digitally signed by
khermanson@invenergyllc.com
Date: 2019.08.23 15:05:20
-05'00'

HARDIN COUNTY

By: _____

Name: _____

Title: _____

County Commissioner

By: _____

Name: _____

Title: _____

County Commissioner

By: _____

Name: _____

Title: _____

County Commissioner

[signatures continue on the following page]

MARION TOWNSHIP

By:

Name:

Title: Township Trustee

By:

Name:

Title: Township Trustee

By:

Name:

Title: Township Trustee

APPROVED AS TO FORM

HARDIN COUNTY PROSECUTOR

By:

Name:

HARDIN COUNTY ENGINEER

1040 W. Franklin St. Kenton, OH 43326

Phone: (419)-674-2222 Fax: (419)-673-1232

Email: hardineng@windstream.net



August 29, 2019

Raquel Justa
Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, IL 60606

RE: Road Conditions Report
Hardin Solar

Dear Ms. Justa:

I reviewed the Road Conditions Report, for the Hardin Solar Farm that was submitted on August 23, 2019. I feel that the report meets the requirements set forth in the Road Agreement for Solar Construction Projects. I feel that there could still be road failures that happen during construction and expect that these locations be addressed in a timely manner.

If you have any questions or require any additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucas J. Underwood", is written over a horizontal line.

Lucas J. Underwood P.E., P.S.
Deputy County Engineer

Cc: Hardin County Commissioners, Marion Township

H:\Solar Farm\Road Condition Report acceptance.doc

Michael Smith, PE, PS
Hardin County Engineer

Lucas Underwood, PE, PS
Deputy Hardin Co. Engineer

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/3/2019 12:18:32 PM

in

Case No(s). 17-0773-EL-BGN, 18-1360-EL-BGN

Summary: Notice of Certificate Compliance Condition 23 - Road Use Agreement electronically filed by Christine M.T. Pirik on behalf of Hardin Solar Energy II LLC and HARDIN SOLAR ENERGY LLC