

April 12, 2021

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

Re: Case No. 20-1605-EL-BGN - In the Matter of the Application of Birch Solar 1, LLC for a Certificate of Environmental Compatibility and Public Need to Construct a Solar-Powered Electric Generation Facility in Allen and Auglaize Counties, Ohio.

Response to Fourth Data Request from Staff of the Ohio Power Siting Board

Dear Ms. Troupe:

Attached please find Birch Solar 1, LLC's ("Applicant") Response to the Fourth Data Request from the staff of the Ohio Power Siting Board ("OPSB Staff"). The Applicant provided this response to OPSB Staff on April 12, 2021.

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

Respectfully submitted,

/s/ Christine M.T. Pirik

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CERTIFICATE OF SERVICE

The Ohio Power Siting Board's e-filing system will electronically serve notice of the filing of this document on the parties referenced in the service list of the docket card who have electronically subscribed to these cases. In addition, the undersigned certifies that a copy of the foregoing document is also being served upon the persons below this 12th day of April, 2021.

/s/ Christine M.T. Pirik

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Administrative Law Judge:

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4833-7646-6661 v1 [92234-1]

**BEFORE
THE OHIO POWER SITING BOARD**

In the Matter of the Application of Birch Solar 1,)
LLC for a Certificate of Environmental)
Compatibility and Public Need to Construct a Solar-) Case No: 20-1605-EL-BGN
Powered Electric Generation Facility in Allen and)
Auglaize Counties, Ohio.)

BIRCH SOLAR 1, LLC 'S
RESPONSE TO THE FOURTH DATA REQUEST
FROM THE STAFF OF THE OHIO POWER SITING BOARD

On February 12, 2021, as supplemented on March 25 and 31, 2021, and April 5, 2021, Birch Solar 1, LLC (“Applicant”) filed an application (“Application”) with the Ohio Power Siting Board (“OPSB”) proposing to construct a solar-powered electric generation facility in Allen and Auglaize Counties, Ohio.

On April 9, 2021, the Staff of the OPSB (“OPSB Staff”) provided the Applicant with OPSB Staff’s Fourth Data Request. Now comes the Applicant providing the following response to the Third Data Request from the OPSB Staff.

1. **The application describes a “Neighboring Landowner Financial Benefit” program and also a “Home Value Agreement” (Page viii). Provide specific details of these programs, along with copies of any documents that relate to these programs, including any specific qualification or inclusion criteria for affected properties.**

Response: The Project has offered a Neighboring Landowner Financial Benefit for homeowners whose property is bordering our leased land or whose homes are within 500 feet of the Project’s solar panels. The Neighboring Landowners Financial Benefit consists of the following three programs:

- **Program A:** For homeowners whose land is bordering the Project site or whose home is within 500 feet of any solar panels on one side of the home, a one-time payment of \$10,000 paid on the start of Project construction. See Attachment 1 for a copy of the initial letter and pictures sent to homeowners on February 3, 2021,

and for a copy of the proposed agreement sent to those homeowners on February 19, 2021. These documents were sent to 56 homeowners.

- Program B: For homeowners whose land is bordering the solar Project site and whose home is within 500 feet of any solar panels on two sides of the home, a one-time payment of \$20,000 paid on the start of Project construction. See Attachment 2 for a copy of the initial letter and pictures sent to homeowners on February 3, 2021, and for a copy of the proposed agreement sent to those homeowners on February 19, 2021. These documents were sent to 15 homeowners.
- Program C: For homeowners whose land is bordering the site and whose home is within 500 feet of any solar panels on more than three or four sides of the home, an option to receive either a one-time payment of \$50,000 paid on the start of construction of the Project, **OR** the option to participate in a home value protection program. The home value protection program would be committed by the company prior to the start of Project construction, and would be available after the start of operations. The home would be valued by third party valuation against comparable homes in the area, and the home value protection program would initiate on the start of operations and apply for homeowners that wish to sell their homes up to one year thereafter. The program would pay the landowner the difference between the actual home sale price and the appraised value, when accounting for actual changes in home values in the region. See Attachment 3 for a copy of the initial letter and pictures sent to homeowners on February 3, 2021, and for a copy of the proposed agreement sent to those homeowners on February 19, 2021. These documents were sent to 9 homeowners.

The Neighboring Landowner Benefit Programs (A, B and C) are voluntary, and no support for the Project or confidentiality is required on the part of the homeowner. The total Neighboring Landowner Financial Benefits is illustrated below:

# of Sides with panels	# of Houses	Amount	Total
4 Sides	6	\$50,000	\$300,000
3 sides	3	\$50,000	\$150,000
2 sides	15	\$20,000	\$300,000
1 side	56	\$10,000	\$560,000
	80		\$1,310,000

2. The application states that the proposed project footprint has been reduced in size by 1,190 acres from the public meeting in November 2020 (Page viii). Describe the specific rationale(s) and coordinates of any land encompassing this reduction and provide any applicable illustrations/maps that detail these adjustments (ex: locations where such adjustments were made quantifying and qualifying the expected reduction in impacts). Additionally, has any reduction to the northern portion of the project adjacent to Shawnee Township occurred as a result of remedying residential or other community concerns?

Response: The Project has reduced the size, location and scope of the Project throughout the development. As was detailed in the Project application, one of the early development activities for the Project was assessing farmer and landowner interest. In this area, landowner interest was strong. Before our pre-application period at the OPSB, a larger boundary, with additional parcels to the north of Breese Road, were included. Upon further development review, the Project removed those parcels before the pre-application period for no other reason except their proximity to sensitive receptors. Those parcels are shown in Attachment 4 in brown.

Beginning in the preapplication period, the Project shared with the local community in a map with a project area of 3,424 acres. As additional project input was received from the community, along with additional information from development surveys and studies, parcels were removed and setbacks were added. Those additional setbacks and the removed parcels are shown in Attachment 4 in a hatched mark. All parcels north of Breese Road were removed due to their proximity to sensitive receptors. Panel setbacks of 300 feet were put in place along the south side of Breese Road and Wapakoneta Road to ensure agriculture and row cropping could remain as the main aesthetic. Resident setbacks of 300 feet from panels were added. Additionally, wetlands and wooded areas were removed and buffered. Over 700 acres were removed specifically due to community concerns around sensitive receptors.

The Applicant will provide the GIS files for this map to the OPSB staff.

3. **As provided in Ohio Adm.Code 4906-4-08(C)(1)(c) and (C)(4)(c)-(d) and based upon current land use trends, and any applicable land use plans, whether published or prepared by a consultant, is the project expected to inhibit or enhance future development of planned shopping centers, commercial/industrial development, and proposed residential subdivisions? Provide any supporting analysis and sources that were considered.**

Response: In preparation for development of the Project, Lightsource bp consulted the Shawnee Township Comprehensive Plan (“Comprehensive Plan”).¹ Explained in greater detail below, it is clear that long term development goals of Shawnee Township and the township’s desire to continue its agricultural nature were taking into consideration by the Project with the introduction of setbacks, addition of hundreds of trees and landscaping, proximity of the Project to the SW Lima Substation, and the dual use of the Project for grazing.

The Comprehensive Plan reflects the diversity of the Shawnee Township’s layout stating, “The character and predominant land use of Shawnee Township changes dramatically as one travels from northeast to southwest, away from Lima.” Additionally, the Comprehensive Plan points out the agricultural nature of the south and west portions of the township particularly and states that approximately half of the township’s acreage is agricultural, 30% of the township is residential and approximately 10% is industrial or commercial with the remainder of the township being public/quasi-public or railroad.

The Comprehensive Plan includes both a Vision Statement, Shawnee Township in 2030, and Goals and Objectives for the future development. Within both of these sections, the continued rural nature and conservation of farmland in Shawnee Township is viewed as a top priority. This is illustrated in the first of the township’s goals, as well as other statements in the plan, seen below:

¹ <https://www.lacrpc.com/wp-content/uploads/2020/08/Shawnee-Township-Comprehensive-Plan.pdf>

Goal A: Maintain a desirable balance between agricultural land use and township growth. Ensure that the rural character of the Township, particularly in the southwest portion of the township, is preserved.

1. Preserve agriculture as an important economic sector within Shawnee Township. (Lima-Allen County Regional Planning Commission [“LACRPC”], township officials, Farm Bureau, Soil and Water Conservation District [“SWCD”], Ohio Department. of Agriculture [“ODA”], the Ohio State University [“OSU”] Extension)
 - a. Encourage continued agribusiness, and support measures that assist them in remaining successful within the township.
 - b. Identify prime agricultural land to be preserved. Encourage the potential use of land trusts to accept land for preservation through donation or acquisition.
 - c. Make agricultural landowners aware of opportunities, including Land Trusts, state programs to preserve farmland including conservation easements, and other means.
 - d. Review the township’s zoning ordinance and map to ensure that it is supportive of the continuation of agricultural land use, through designation of agricultural zoning districts and other means.
 - e. Provide information to new and prospective residents in fringe areas, to familiarize them with possible impacts from living in agricultural areas (such as pesticide applications, farm equipment on roadways, and other impacts).
2. Encourage and direct development to areas that are adjacent to existing utilities, to minimize the effects of sprawl in encroaching on agricultural land. (township zoning officials and trustees, LACRPC)
 - a. Determine capacity of existing utility lines to support contiguous development.
 - b. Build capacity, where needed, to support contiguous development.
 - c. Use capital improvement planning by utility providers to undertake proactive development of water and sewer service to contiguous areas, and to guide new developments to targeted growth areas that minimize intrusion into productive agricultural areas.

3. Ensure that new development decisions are based on site-specific criteria that incorporate consideration of environmental impacts, effective use of existing infrastructure (and thus minimization of the need for new infrastructure), and impact on agricultural use of area land. (LACRPC, county auditor, OSU Extension, Natural Shawnee Township Comprehensive Plan Chapter 3: Natural Features 3-15 Resource Conservation Service [“NRCS”], SWCD, Farm Service Administration, Farm Bureau, Allen County Sanitary Engineer’s Office [“ACSEO”], Allen County Engineer’s Office [“ACEO”], township zoning officials and trustees)
 - a. Support consideration of agricultural uses and minimization of urban encroachment in township zoning – possibly incorporating the creation of large lot Agricultural Protection Districts, with ability to regulate land use conversion.
 - b. Calculate the impact of proposed residential subdivisions on existing infrastructure, and the cost of improvements needed to accommodate the new population and density, and use these calculations to determine adequate impact fees for new developers.
 - c. Promote and continue the county and township’s use of the Land Evaluation and Site Assessment “(LESA”) system as a basis for allowing land use change. Further develop this inventory and classification system that facilitates the conversion of agricultural ground based on need as well as compatibility with existing development, infrastructure, and soil characteristics. This system is used by the LACRPC.
 - d. Support development proposals that are consistent with this Comprehensive Plan, as well as other plans such as the Allen County Sanitary Sewer plan.

The Project has been able to meet many of the aspects listed in Goal A to ensure concurrence with the township’s desires.

In designing the Project, the Applicant took the goal of “maintaining rural character” into mind. Chain link fence, which is common in energy generation projects for security, has been changed to cedar plank and farm style fencing for external facing areas. Buffer zones of 300 feet around more highly used roads remain to allow for continued agricultural viewshed and presence. Also, as discussed below, the dual use of solar and grazing allows

for continued agriculture during operations of the Project and pollinator species which can benefit the entire Project community.

The long term leases associated with the Project maintain the agricultural nature of the area for 35 years. In many ways, these leases are similar to a conservation easement, something being promoted in this section of the Comprehensive Plan, as they allow for natural features, wetlands and wooded areas, to remain while the areas of traditional row crops are allowed to rest. Pollinator species and more traditional prairie grasses will be grown under and around the solar modules allowing for not only additional pollinator species but also grazing. Grazing opportunities, particularly for sheep, provide a dual use for the Project area and also further the agricultural nature of the Project.

Section 2 of Goal A also emphasizes development in proximity to existing utility infrastructure. The Project has been able to interconnect to the Southwest Lima Substation and lease the land around that substation. This is important as it decreases the need for additional transmission infrastructure.

Residential growth is considered within the Comprehensive Plan and whether or not to include additional residential subdivisions around what is referred to as the “fringe” of Shawnee Township and the necessary impacts of being close to agricultural areas. The Comprehensive Plan Goal A suggests to “provide information to new and prospective residents in fringe areas, to familiarize them with possible impacts from living in agricultural areas (such as pesticide applications, farm equipment on roadways, and other impacts), as one of the ways to preserve the economic importance of agricultural in the area.”

Sewer and water are an indication of planned growth areas for residential development. The Project took this into consideration during the development cycle. As can be seen in Attachment 5, the expected residential growth is indicated by where public sewer is located. The buffer between the project and the Project indicates many of the parcels the Project removed throughout the development cycle in order to not interfere with future Township residential development, if it is desired.

4. **Has the Applicant studied the potential for property value loss to adjacent residential parcels? If so, provide any supporting studies or investigations that were relied upon for this analysis. For any study provided, please identify the respective population densities reflected in the studies.**

Response: The Applicant reviewed the study “Property Value Impact Study” performed by Patricia McGarr at Cohn Reznick LLP Valuation Advisory Services in 2018 (“Cohn Reznick Study”).² This study looked at the North Star Solar Project (“NS Project”), which is located in Minnesota.³ The Applicant uses the NS Project as an example as it best fits the Birch Solar Project’s specifics in size, population density (i.e., 418 people per square mile for the NS Project vs. the Birch Solar Project that is located in census tracts that have 46 and 249 people per square mile), proximity to sensitive receptors, and has been operating for multiple years. Based on the methodology put forward by Cohn Reznick Study including surrounding areas and extensive market data, no consistent negative impact occurred in adjacent properties that could be attributed to the proximity to the adjacent solar farm. These conclusions are confirmed by numerous county assessors who saw firsthand the lack of impacts in their respective counties. This is further discussed in response to Question #7, below.

5. **Has the Applicant studied any potential impacts as they are related to adjacent population centers with higher population densities (i.e. greater than the state average of 282 persons per square mile)? For example, expected increases or decreases in traffic volume and congestion, aesthetic impacts, or public safety concerns?**

Response: Impacts on higher population settings will remain the same as a less populated setting. The Project’s proposed Project Area is a rural agricultural setting composed almost exclusively of agricultural row crops. During construction, there will be an increase of activity within the Project Area. Approximately 400+ construction jobs will be created by this Project with over 80% of those jobs for Ohio-domiciled workers. Construction activities will see a boost to economic activity in the area as well as an increase in traffic. However, construction is limited to approximately 16 months and the Project will be working with the County Engineer to ensure transportation corridors are established to be

² <https://www.mcleancountyil.gov/DocumentCenter/View/13192/Patricia-L-McGarr--Property-Value-Impact-Study?bidId=>

³ See *In re North Star Solar PV LLC*, MPSC Docket No. IP-6943/GS-15-33, Order (Feb. 16, 2016); <https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=eDocketsResult&userType=public>

as least intrusive as possible. While construction is temporary, the benefits of this Project remain for 35 years and, during operations, minimal traffic is created by the Project. Approximately 5 full time staff will be maintaining the Project and equipment deliveries will be minimal.

Unlike many large infrastructure projects, the Project's proposed height of no more than 10 feet provides an opportunity for the Project to be screened through vegetative management and landscaping. Hundreds of trees will be added to the Project area, no wooded areas will be removed, and the natural characteristics of the Project Area, such as wetlands, will be maintained and buffered. The Project has provided a setback of 300 feet from higher trafficked roads in order to maintain the traditional row crop aesthetic along portions of the Project boundary. Additionally, to maintain the rural aesthetic, the Project will be installing cedar plank agricultural fencing instead of the common chain linked fence. These measures, along with the removal of parcels within close proximity to higher residential density during early stage development, allow for a reduction for neighboring parcels.

Solar modules are a safe, effective energy generation source. Solar is a passive technology which does not produce any harmful by-products. The Project will utilize tier-one equipment suppliers that require solar panels to pass testing regulated by the United States Environmental Protection Agency ("USEPA") to ensure they are not hazardous to people or the environment.

6. The application describes a community benefit funding (\$500,000) to be used at the community's discretion (Page 73). Has the Applicant considered any additional measures to benefit any of the communities?

Response: There are many significant benefits to the community from the Project beyond the \$500,000 community fund. Additional benefits include, but are not limited to:

- Under either the state payment in lieu of tax ("PILOT") program or additional tax revenue the Project is expected to be the largest single corporate tax payer in Allen and Auglaize Counties.
- Research opportunities are extensive within the Project. Lightsource bp currently has a Letter of Intent with OSU to better understand honey bee foraging in the Ohio

agroecosystem. The proposed research project aims to design a pollinator-friendly seed mix to plant on the Project. Pollen metabarcoding will assess pollinator usage of the seed mix.

- JEDI and IMPLAN models, coupled with the Applicant’s experience constructing solar energy facilities, predicts between 400 and 500 onsite jobs during construction, plus an additional 375 to 453 indirect and induced jobs that could be created. The total economic output during construction, considering onsite, indirect, and induced jobs is between \$68 and \$85 million.
- As part of the payment in lieu of taxes requirements, the Project will be meeting the 80% Ohio-domicile full-time employee (“FTE”) requirement for construction staff. Many of these local employees will be trained on site, enhancing future job opportunities in solar and other electric or construction trades.
- The Neighboring Landowner Financial Benefit has been offered to landowners within 500 feet of solar modules or adjacent landowners. The financial benefit ranges from \$10,000 to \$50,000 depending on the proximity of the home. The total Neighboring Landowner Financial Benefit and Community Fund are projected to be the following, in total:

# of Sides with panels	# of Houses	Amount	Total
4 Sides	6	\$50,000	\$300,000
3 sides	3	\$50,000	\$150,000
2 sides	15	\$20,000	\$300,000
1 side	56	\$10,000	\$560,000
80			\$1,310,000
Community Fund	1	\$500,000	\$500,000
			\$1,810,000

- The Project has an off take agreement with a corporate entity. An economic cycle of investment is created as more corporate entities expand or are based in Ohio and have a desire for energy generated in Ohio. Ohio’s investment into clean energy then drives additional corporate interest and investment. This economic cycle creates jobs, provides communities additional tax revenue and furthers investments in infrastructure.

- The Project output is being sold to a corporate entity with Ohio operations. Electrons, similar to the buying and selling of grain, go the areas they are needed. Once generated, the locally created electrons will travel through the PJM distribution and transmission system. This is analogous to the marketing of corn or soybeans. Once sold at a local grain operator, grain is dispersed where needed, locally or internationally.
- Grid stabilization is increased by diverse energy sources on the PJM Interconnection, LLC and throughout the state of Ohio. The necessity of a diverse and stable grid was illustrated in the winter of 2021 in Texas, as many generations resources were not able to produce. While the regional transmission structure between Texas' Electric Reliability Council of Texas ("ERCOT") and Ohio's PJM regional transmission organization are vastly different, it is important to note that during the historic winter storm that hit Texas, Lightsource bp's Impact Solar Farm in Lamar County, Texas continued to generate electricity. The Impact Solar Farm was utilized as a generation resource during the extreme grid events and continued to deliver much needed power. Even under cloudy skies due to the storms, the Impact Solar Farm generated up to 80% of full capacity during some of the coldest days helping the grid operator to serve critical load.

7. Does Applicant have any experience in an area with similar or greater population density than now exists in this project area? Please provide examples, if any, along with corresponding regulatory dockets, if available.

Response:

In 2018, Lightsource bp signed a Power Purchase Agreement ("PPA") with the Sacramento Municipal Utilities Division ("SMUD") for energy produced by the Wildflower Solar Project.⁴ Similar to the Birch Solar Project, the Wildflower Solar Project incorporated a long-term land and environmental management plan to plant wildlife habituates to benefit local biodiversity and a pollinator-friendly solar farm. Also similar to the Birch Solar Project, the Wildflower Solar Project is located on the fringe of the Sacramento Metropolitan area in Sacramento County, California with population densities much

⁴ <http://www.agendanet.saccounty.net/sirepub/agdocs.aspx?doctype=agenda&itemid=423548>
<http://www.agendanet.saccounty.net/sirepub/mtgviewer.aspx?meetid=12533&doctype=AGENDA>

higher, per the U.S. Census Tract Data, than the Birch Project. The Wildflower Solar Project is located in a census tracts that has 596 people per square mile with the adjacent census tract consisting of 1,594 people per square mile, 1,297 people per square mile, and 3,834 people per square mile. This is compared to the Birch Solar Project, which is located in census tracts that have 46 and 249 people per square mile. It should be noted that the Wildflower Solar Project is a smaller scale than the Project at 16.5 MW, however, the affect is similar within the community due to how the Project is dispersed throughout the community and includes additional setbacks and buffers. The Wildflower Solar Project went into operations in 2020. See Attachment 6 to this response for maps showing the population in the Wildflower Solar Project and the Birch Solar Project.

The solar industry has changed dramatically in the last 5 years. The price of equipment has dropped to record lows, projects around the country have grown in size and scale allowing economies of scale to be realized and more corporate entities have looked to solar projects to reduce their bottom line. The industry has experienced the most growth in southwest states and Texas, however, more recently the Midwest, the traditional grain belt, has begun to play a larger role. Midwest states like Ohio are now experiencing the same growth as their southern counterparts. Solar projects, like the Birch Solar Project, are new and often do not have a perfect comparable site down south. We can look at similar projects, however, to look at how past experiences have shaped the industry.

In 2016, a permit was given to the NS Project from the Minnesota Public Utilities Commission (“MPSC”) along with an additional permit for a high voltage transmission line (See *In re North Star Solar PV LLC*, MPSC Docket No.IP-6943/GS-15-33, Order (Feb. 16, 2016)).⁵ The 100 MW North Star Project, located four miles outside of downtown North Branch, Minnesota, a bedroom community to the greater Twin Cities area, was, at that time, one of the largest in the Midwest. The NS Project was considered large nationally as well. As is stated in the Environmental Assessment,⁶ up to 800 acres was to be converted from its current use for the NS Project. An assessment of the surrounding acreage was completed and 114 homes were located in the immediate area of the NS Project, 55 within

⁵ <https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=eDocketsResult&userType=public>

⁶ <https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=showPoup&documentId={023EB1A8-0362-4B7E-A381-98C1E60931A9}&documentTitle=20159-114256-01>

500 feet of the NS Project some nestled within the NS Project boundary. The NS Project was one of the first to offer, with guidance of the Minnesota Department of Natural Resources, vegetative management and landscaping plans to any home immediately adjacent to the NS Project. Differences in how the density of homes surrounding the NS Project was taken into consideration during development exist. The NS Project provided a 50-foot setback from adjacent homes, natural wooded areas and trees were removed in some areas and no buffer areas were created for roads around or within the NS Project area. This contrasts to the Birch Solar Project application, which includes a 300-foot setback from homes, no removal of wooded areas and an additional 300-foot buffer along highly traffics roads. The NS Project did provide a homeowner buy-out program, similar to the Birch Solar Farm's Neighboring Landowner Financial Benefit for homeowners described above in response to question 1, however, not all homeowners used the programs in the NS Project.

The NS Project has been in operation since 2016. In November of 2017, the Chisago County Assessor, John Keefe, reported to the Chisago County Board, "there is no adverse impact there". The value of homes, based on sales data, were nearly all in excess of assessed. "It seems conclusive valuation hasn't suffered", Keefe reported.⁷

8. **In order to assure impacts to surface waters would be avoided as claimed in the application, Staff needs to confirm this by analyzing complete mapping. Please provide GIS data which depicts the proposed collection lines.**

Response: Attachment 7 to this response includes maps of the proposed collections lines and the delignated wetlands and streams, which were surveyed by Stantec in the Project Area. The GIS information for these maps will be provided to the OPSB Staff.

Respectfully submitted,

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)

(Counsel of Record)

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Matthew C. McDonnell (0090164)

⁷ <https://chisagocountypress.com/main.asp?SectionID=1&SubSectionID=1&ArticleID=23693>

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Attorneys for Birch Solar 1, LLC

4836-7911-1397 v4 [92234-1]

Attachment 1

Neighboring Landowner Financial Benefit Program A Sample Letter, Picture, and Agreement



February 3, 2021

XXXXXXX
XXXXXX
XXXXXX

Subject: Birch Solar Project – Project Design Enhancements and Neighboring Landowner Benefit Program

Dear XXXXXXX,

As we expect you are aware, Lightsource bp is developing the Birch Solar Project in Allen and Auglaize Counties. We are providing this letter to you because your home is within 500 feet of the project's solar panels or your property borders the project site. For homeowners like you, we are introducing and offering a Neighboring Landowner Benefit Program to benefit and compensate you for any inconveniences created by the installation of the project. The purpose of this letter is to provide a general outline of this benefit program, and to provide some further information regarding revisions to the project design and layout based on feedback from the community. We have also enclosed renderings of the project depicting how the project will border your property once constructed.

Lightsource bp has been a global solar development company for over 10 years, and we are developing dozens of solar projects in twenty different states across the U.S. Our model is to build, own and operate solar projects, including managing the design and construction of the projects, operating the projects throughout their useful lives, and making a substantial financial investment in the projects. The land for the Birch Solar Project is leased from local farmers, and will be returned to the farmers at the end of project operations with all equipment removed. The design of the Birch Solar Project balances the desire of local farmers to use their farmland for a solar project, achieves the goals of the state of Ohio for additional clean energy development and infrastructure, and responds to requests from the community surrounding the project to screen and set back the project from homes and roads and to minimize changes to the natural environment. Our approach is to work with the local community and neighbors to ensure that we develop and construct our projects as a good neighbor and long-term member of the local community.

The Birch Solar Project is designed for 360 megawatts (MW-DC)/ 300 megawatts (MW-AC) of installed capacity. The power will be sold into the grid via an existing electrical substation that is located adjacent to the north side of the project site, and no new high-voltage transmission lines will be required. The land that will include the project facility and equipment, including all of the solar panels, will be approximately 1,410 acres. The minimum 300-foot setback from any homes to our solar panels will be part of the permit application and will be maintained as green space during the full project life with no ability to expand into this area. We may allow that area to be farmed, or will include pollinator plantings in the area. Note that the 300-foot minimum setback distance is the distance from the solar panels to any home, and our farm-style fencing and plantings may be slightly inside the setback area.



In connection with developing the Birch Solar project, we have received input from local area farmers, local officials and other government agencies, and from members of the local community. This was accomplished through our in-person open houses, the online presentations and Q&A session, and many other one-on-one or smaller group meetings with members of the community. Based on our final design considerations for this project location, along with incorporating comments received from the community, we are implementing the following:

- Minimum home setbacks with at least 300 feet of green space from any solar panels, including a 300 foot setback from any panels visible from Breese Road, and the elimination of all solar panels originally identified north of Breese Road. Note that the farm-style fencing and plantings may sit slightly within the setback area.
- A 6-foot high discreet cedar post farm fence around the project to match the aesthetic of the surrounding area, with evergreen trees and shrubs planted outside the fence in areas within nearby homeowner views to enhance residents' viewsheds and limit project visibility.
- Maintaining the natural environment of the area and conserving habitats by not removing wooded areas or wetlands, with generous setbacks from any wetland areas to ensure they are undisturbed.
- Creation of pollinator habitat to boost local biodiversity and foster wildlife habitat, including potential sheep grazing on a portion of the land, if acceptable to the community.
- Commitment to recycling all solar panels, including any panels damaged during construction, operations, and all panels remaining at the end of project life requiring decommissioning. We will utilize qualified US recycling facilities that have been fully approved by the Solar Energy Industry Association.
- A \$500,000 community fund for Allen and Auglaize Counties for use in connection with various programs to be recommended by the community.
- An enhanced Neighboring Landowner Benefit Program for homeowners whose property is bordering our leased land or whose homes are within 500 feet of the project's solar panels. The program includes the following:
 - Program A: For homeowners whose land is bordering the solar project site or whose home is within 500 feet of any solar panels on one side of the home, a one-time payment of \$10,000 paid on the start of project construction.
 - Program B: For homeowners whose land is bordering the solar project site and whose home is within 500 feet of any solar panels on two sides of the home, a one-time payment of \$20,000 paid on the start of project construction.
 - Program C: For homeowners whose land is bordering the site and whose home is within 500 feet of any solar panels on more than two sides of the home, an option to receive either a one-time payment of \$50,000 paid on the start of construction of the project, **OR** the option to participate in a home value protection program. The home value protection program



would be committed by the company prior to the start of project construction, and would be available after the start of operations. The home would be valued by third party valuation against comparable homes in the area, and the home value protection program would initiate on the start of operations and apply for homeowners that wish to sell their homes up to one year thereafter. The program would pay the landowner the difference between the actual home sale price and the appraised value, when accounting for actual changes in home values in the region. Further details will be provided to those homeowners that qualify for this Program C.

- The Neighboring Landowner Benefit Programs (A, B and C) are voluntary, and no support for the project or confidentiality is required on the part of the homeowner. However, Lightsource bp will maintain strict confidentiality of those homeowners that elect to participate in this program.

We believe this is a community project with community benefits, and we are pleased to offer your family the Neighboring Landowner Benefit - Program A, as described above.

In addition to this letter, we have included several exhibits that depict the solar panel layout with respect to your property and renderings of what the project will look like from particular geographic locations in your community. This cover letter will be followed up with an agreement to be sent to you within the next two weeks for your review regarding the Neighboring Landowner Benefit Program. We will continue community engagement by updating the project website (www.birchsolarfarm.com) with 3D video simulations of the project area along with Frequently Asked Questions and educational information about solar energy and the project. If you have any questions about the project or about the Neighboring Landowner Benefit Program, please reach out to David Powell at (567) 213-8571 or birchsolar@lightsourcebp.com.

Sincerely,



Kevin Smith
Lightsource bp
Chief Executive Officer, Americas

Enclosure





February __, 2021



Re: Birch Solar Project, Allen and Auglaize Counties, Ohio

Dear [redacted],

As a follow up to the letter you previously received, Lightsource bp is pleased to include you in the Neighboring Landowner Benefit Program for the Birch Solar Project that Lightsource bp is developing in Allen and Auglaize Counties, Ohio (the "Project"). This Neighboring Landowner Benefit Program is being offered to you because one side of your home (located at the address above) borders the Project site or is within 500 feet of the solar panels that will be installed at the Project site.

Given the proximity of your home to the Project, Lightsource bp will pay you a one-time payment in the amount of \$10,000.00, which will be paid within forty-five (45) days following the commencement of the physical construction of the Project.

By countersigning below, you represent to Lightsource bp that (a) you are the owner of the residence located at the following street address: _____, Ohio, and identified by _____ County Parcel ID No.: _____, and (b) neither Owner nor any relative of Owner is or has been an municipal office or governmental official that may hear, decide, or otherwise be involved with any permitting or regulatory approvals associated with the Project. Further, you acknowledge that that this offer is personal to you and does not run with the land, and that no payment will be due if the physical construction of the Project does not occur.

Please note that you are not required to participate in the Neighboring Landowner Benefit Program. If you chose to participate, you are under no obligation to support the Project either publicly or privately, and you are under no obligation to maintain any confidentiality that you are participating in the program. However, Lightsource bp will maintain strict confidentiality of those homeowners that elect to participate in this program and will not disclose names of the participants to any other party.

If you elect to receive the payment described above, please return a countersigned copy of this letter agreement, together with the enclosed IRS form W-9, to the address below. Note that, in order to make this payment, Lightsource bp must receive your signature page to this letter agreement and executed W-9 prior to start of physical construction of the Project, but in any event, no later than October 1, 2021. We have included a prepaid FedEx envelope for your convenience.

If you have any questions, please contact David Powell at 567-213-8571 or birchsolar@lightsourcebp.com. We look forward to hearing from you.

Sincerely,

Lightsource Renewable Energy Operations, LLC
a Delaware limited liability company

By: _____
Kevin Smith, CEO





By countersigning below, I hereby confirm the terms of this letter agreement.


[Owner's Name]







Viewpoint 05 - S Wapakoneta Rd, Looking East - Proposed View
Enlargement Area of previous page (50mm Lens Equivalent)


a. For on-screen display: scale bar to be 4 inches wide,
viewing distance is 19.7 inches
b. When printed on 11x17" Tabloid paper, viewing distance is 19.7 inches

Attachment 2

Neighboring Landowner Financial Benefit Program B Sample Letter, Picture, and Agreement



February 3, 2021

XXXXXXX
XXXXXX
XXXXXX

Subject: Birch Solar Project – Project Design Enhancements and Neighboring Landowner Benefit Program

Dear XXXXXXX,

As we expect you are aware, Lightsource bp is developing the Birch Solar Project in Allen and Auglaize Counties. We are providing this letter to you because your home is within 500 feet of the project's solar panels or your property borders the project site. For homeowners like you, we are introducing and offering a Neighboring Landowner Benefit Program to benefit and compensate you for any inconveniences created by the installation of the project. The purpose of this letter is to provide a general outline of this benefit program, and to provide some further information regarding revisions to the project design and layout based on feedback from the community. We have also enclosed renderings of the project depicting how the project will border your property once constructed.

Lightsource bp has been a global solar development company for over 10 years, and we are developing dozens of solar projects in twenty different states across the U.S. Our model is to build, own and operate solar projects, including managing the design and construction of the projects, operating the projects throughout their useful lives, and making a substantial financial investment in the projects. The land for the Birch Solar Project is leased from local farmers, and will be returned to the farmers at the end of project operations with all equipment removed. The design of the Birch Solar Project balances the desire of local farmers to use their farmland for a solar project, achieves the goals of the state of Ohio for additional clean energy development and infrastructure, and responds to requests from the community surrounding the project to screen and set back the project from homes and roads and to minimize changes to the natural environment. Our approach is to work with the local community and neighbors to ensure that we develop and construct our projects as a good neighbor and long-term member of the local community.

The Birch Solar Project is designed for 360 megawatts (MW-DC)/ 300 megawatts (MW-AC) of installed capacity. The power will be sold into the grid via an existing electrical substation that is located adjacent to the north side of the project site, and no new high-voltage transmission lines will be required. The land that will include the project facility and equipment, including all of the solar panels, will be approximately 1,410 acres. The minimum 300-foot setback from any homes to our solar panels will be part of the permit application and will be maintained as green space during the full project life with no ability to expand into this area. We may allow that area to be farmed, or will include pollinator plantings in the area. Note that the 300-foot minimum setback distance is the distance from the solar panels to any home, and our farm-style fencing and plantings may be slightly inside the setback area.



In connection with developing the Birch Solar project, we have received input from local area farmers, local officials and other government agencies, and from members of the local community. This was accomplished through our in-person open houses, the online presentations and Q&A session, and many other one-on-one or smaller group meetings with members of the community. Based on our final design considerations for this project location, along with incorporating comments received from the community, we are implementing the following:

- Minimum home setbacks with at least 300 feet of green space from any solar panels, including a 300 foot setback from any panels visible from Breese Road, and the elimination of all solar panels originally identified north of Breese Road. Note that the farm-style fencing and plantings may sit slightly within the setback area.
- A 6-foot high discreet cedar post farm fence around the project to match the aesthetic of the surrounding area, with evergreen trees and shrubs planted outside the fence in areas within nearby homeowner views to enhance residents' viewsheds and limit project visibility.
- Maintaining the natural environment of the area and conserving habitats by not removing wooded areas or wetlands, with generous setbacks from any wetland areas to ensure they are undisturbed.
- Creation of pollinator habitat to boost local biodiversity and foster wildlife habitat, including potential sheep grazing on a portion of the land, if acceptable to the community.
- Commitment to recycling all solar panels, including any panels damaged during construction, operations, and all panels remaining at the end of project life requiring decommissioning. We will utilize qualified US recycling facilities that have been fully approved by the Solar Energy Industry Association.
- A \$500,000 community fund for Allen and Auglaize Counties for use in connection with various programs to be recommended by the community.
- An enhanced Neighboring Landowner Benefit Program for homeowners whose property is bordering our leased land or whose homes are within 500 feet of the project's solar panels. The program includes the following:
 - Program A: For homeowners whose land is bordering the solar project site or whose home is within 500 feet of any solar panels on one side of the home, a one-time payment of \$10,000 paid on the start of project construction.
 - Program B: For homeowners whose land is bordering the solar project site and whose home is within 500 feet of any solar panels on two sides of the home, a one-time payment of \$20,000 paid on the start of project construction.
 - Program C: For homeowners whose land is bordering the site and whose home is within 500 feet of any solar panels on more than two sides of the home, an option to receive either a one-time payment of \$50,000 paid on the start of construction of the project, **OR** the option to participate in a home value protection program. The home value protection program



would be committed by the company prior to the start of project construction, and would be available after the start of operations. The home would be valued by third party valuation against comparable homes in the area, and the home value protection program would initiate on the start of operations and apply for homeowners that wish to sell their homes up to one year thereafter. The program would pay the landowner the difference between the actual home sale price and the appraised value, when accounting for actual changes in home values in the region. Further details will be provided to those homeowners that qualify for this Program C.

- The Neighboring Landowner Benefit Programs (A, B and C) are voluntary, and no support for the project or confidentiality is required on the part of the homeowner. However, Lightsource bp will maintain strict confidentiality of those homeowners that elect to participate in this program.

We believe this is a community project with community benefits, and we are pleased to offer your family the Neighboring Landowner Benefit - Program B, as described above.

In addition to this letter, we have included several exhibits that depict the solar panel layout with respect to your property and renderings of what the project will look like from particular geographic locations in your community. This cover letter will be followed up with an agreement to be sent to you within the next two weeks for your review regarding the Neighboring Landowner Benefit Program. We will continue community engagement by updating the project website (www.birchsolarfarm.com) with 3D video simulations of the project area along with Frequently Asked Questions and educational information about solar energy and the project. If you have any questions about the project or about the Neighboring Landowner Benefit Program, please reach out to David Powell at (567) 213-8571 or birchsolar@lightsourcebp.com.

Sincerely,



Kevin Smith
Lightsource bp
Chief Executive Officer, Americas

Enclosure





February __, 2021



Re: Birch Solar Project, Allen and Auglaize Counties, Ohio

Dear [redacted],

As a follow up to the letter you previously received, Lightsource bp is pleased to include you in the Neighboring Landowner Benefit Program for the Birch Solar Project that Lightsource bp is developing in Allen and Auglaize Counties, Ohio (the "Project"). This Neighboring Landowner Benefit Program is being offered to you because two sides of your home (located at the address above) border the Project site and are within 500 feet of the solar panels that will be installed at the Project site.

Given the proximity of your home to the Project, Lightsource bp will pay you a one-time payment in the amount of \$20,000.00, which will be paid within forty-five (45) days following the commencement of the physical construction of the Project.

By countersigning below, you represent to Lightsource bp that (a) you are the owner of the residence located at the following street address: _____, Ohio, and identified by _____ County Parcel ID No.: _____, and (b) neither Owner nor any relative of Owner is or has been an municipal office or governmental official that may hear, decide, or otherwise be involved with any permitting or regulatory approvals associated with the Project. Further, you acknowledge that that this offer is personal to you and does not run with the land, and that no payment will be due if the physical construction of the Project does not occur.

Please note that you are not required to participate in the Neighboring Landowner Benefit Program. If you chose to participate, you are under no obligation to support the Project either publicly or privately, and you are under no obligation to maintain any confidentiality that you are participating in the program. However, Lightsource bp will maintain strict confidentiality of those homeowners that elect to participate in this program and will not disclose names of the participants to any other party.

If you elect to receive the payment described above, please return a countersigned copy of this letter agreement, together with the enclosed IRS form W-9, to the address below. Note that, in order to make this payment, Lightsource bp must receive your signature page to this letter agreement and executed W-9 prior to start of physical construction of the Project, but in any event no later than October 1, 2021. We have included a prepaid FedEx envelope for your convenience.

If you have any questions, please contact David Powell at 567-213-8571 or birchsolar@lightsourcebp.com. We look forward to hearing from you.

Sincerely,

Lightsource Renewable Energy Operations, LLC
a Delaware limited liability company

By: _____
Kevin Smith, CEO





By countersigning below, I hereby confirm the terms of this letter agreement.

[Owner's Name]








2-Sided Impact

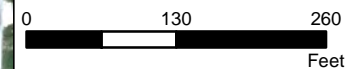
Lightsource BP, advancing solar



Birch Solar
Auglaize County, OH
Date: February 1, 2021

-  Home Outline
-  300ft Buffer from Residence
-  Modules*
-  6' Cedar Post Farm Fence*
-  Planned Tree Lines*

**Based on preliminary design.*



Attachment 3

Neighboring Landowner Financial Benefit Program C Sample Letter, Picture, and Agreement



February 3, 2021

XXXXXX
XXXXXX
XXXXXX

Subject: Birch Solar Project – Project Design Enhancements and Neighboring Landowner Benefit Program

Dear XXXXXXX,

As we expect you are aware, Lightsource bp is developing the Birch Solar Project in Allen and Auglaize Counties. We are providing this letter to you because your home is within 500 feet of the project's solar panels or your property borders the project site. For homeowners like you, we are introducing and offering a Neighboring Landowner Benefit Program to benefit and compensate you for any inconveniences created by the installation of the project. The purpose of this letter is to provide a general outline of this benefit program, and to provide some further information regarding revisions to the project design and layout based on feedback from the community. We have also enclosed renderings of the project depicting how the project will border your property once constructed.

Lightsource bp has been a global solar development company for over 10 years, and we are developing dozens of solar projects in twenty different states across the U.S. Our model is to build, own and operate solar projects, including managing the design and construction of the projects, operating the projects throughout their useful lives, and making a substantial financial investment in the projects. The land for the Birch Solar Project is leased from local farmers, and will be returned to the farmers at the end of project operations with all equipment removed. The design of the Birch Solar Project balances the desire of local farmers to use their farmland for a solar project, achieves the goals of the state of Ohio for additional clean energy development and infrastructure, and responds to requests from the community surrounding the project to screen and set back the project from homes and roads and to minimize changes to the natural environment. Our approach is to work with the local community and neighbors to ensure that we develop and construct our projects as a good neighbor and long-term member of the local community.

The Birch Solar Project is designed for 360 megawatts (MW-DC)/ 300 megawatts (MW-AC) of installed capacity. The power will be sold into the grid via an existing electrical substation that is located adjacent to the north side of the project site, and no new high-voltage transmission lines will be required. The land that will include the project facility and equipment, including all of the solar panels, will be approximately 1,410 acres. The minimum 300-foot setback from any homes to our solar panels will be part of the permit application and will be maintained as green space during the full project life with no ability to expand into this area. We may allow that area to be farmed, or will include pollinator plantings in the area. Note that the 300-foot minimum setback distance is the distance from the solar panels to any home, and our farm-style fencing and plantings may be slightly inside the setback area.



In connection with developing the Birch Solar project, we have received input from local area farmers, local officials and other government agencies, and from members of the local community. This was accomplished through our in-person open houses, the online presentations and Q&A session, and many other one-on-one or smaller group meetings with members of the community. Based on our final design considerations for this project location, along with incorporating comments received from the community, we are implementing the following:

- Minimum home setbacks with at least 300 feet of green space from any solar panels, including a 300 foot setback from any panels visible from Breese Road, and the elimination of all solar panels originally identified north of Breese Road. Note that the farm-style fencing and plantings may sit slightly within the setback area.
- A 6-foot high discreet cedar post farm fence around the project to match the aesthetic of the surrounding area, with evergreen trees and shrubs planted outside the fence in areas within nearby homeowner views to enhance residents' viewsheds and limit project visibility.
- Maintaining the natural environment of the area and conserving habitats by not removing wooded areas or wetlands, with generous setbacks from any wetland areas to ensure they are undisturbed.
- Creation of pollinator habitat to boost local biodiversity and foster wildlife habitat, including potential sheep grazing on a portion of the land, if acceptable to the community.
- Commitment to recycling all solar panels, including any panels damaged during construction, operations, and all panels remaining at the end of project life requiring decommissioning. We will utilize qualified US recycling facilities that have been fully approved by the Solar Energy Industry Association.
- A \$500,000 community fund for Allen and Auglaize Counties for use in connection with various programs to be recommended by the community.
- An enhanced Neighboring Landowner Benefit Program for homeowners whose property is bordering our leased land or whose homes are within 500 feet of the project's solar panels. The program includes the following:
 - Program A: For homeowners whose land is bordering the solar project site or whose home is within 500 feet of any solar panels on one side of the home, a one-time payment of \$10,000 paid on the start of project construction.
 - Program B: For homeowners whose land is bordering the solar project site and whose home is within 500 feet of any solar panels on two sides of the home, a one-time payment of \$20,000 paid on the start of project construction.
 - Program C: For homeowners whose land is bordering the site and whose home is within 500 feet of any solar panels on more than two sides of the home, an option to receive either a one-time payment of \$50,000 paid on the start of construction of the project, **OR** the option to participate in a home value protection program. The home value protection program



would be committed by the company prior to the start of project construction, and would be available after the start of operations. The home would be valued by third party valuation against comparable homes in the area, and the home value protection program would initiate on the start of operations and apply for homeowners that wish to sell their homes up to one year thereafter. The program would pay the landowner the difference between the actual home sale price and the appraised value, when accounting for actual changes in home values in the region. Further details will be provided to those homeowners that qualify for this Program C.

- The Neighboring Landowner Benefit Programs (A, B and C) are voluntary, and no support for the project or confidentiality is required on the part of the homeowner. However, Lightsource bp will maintain strict confidentiality of those homeowners that elect to participate in this program.

We believe this is a community project with community benefits, and we are pleased to offer your family the Neighboring Landowner Benefit - Program C, as described above.

In addition to this letter, we have included several exhibits that depict the solar panel layout with respect to your property and renderings of what the project will look like from particular geographic locations in your community. This cover letter will be followed up with an agreement to be sent to you within the next two weeks for your review regarding the Neighboring Landowner Benefit Program. We will continue community engagement by updating the project website (www.birchsolarfarm.com) with 3D video simulations of the project area along with Frequently Asked Questions and educational information about solar energy and the project. If you have any questions about the project or about the Neighboring Landowner Benefit Program, please reach out to David Powell at (567) 213-8571 or birchsolar@lightsourcebp.com.

Sincerely,



Kevin Smith
Lightsource bp
Chief Executive Officer, Americas

Enclosure





February __, 2021



Re: Birch Solar Project, Allen and Auglaize Counties, Ohio

Dear [REDACTED],

As a follow up to the letter you previously received, Lightsource bp is pleased to present you with the enclosed Neighboring Landowner Benefit Agreement for the Birch Solar Project that Lightsource bp is developing in Allen and Auglaize Counties, Ohio (the "Project"). This agreement provides additional detail on the Neighboring Landowner Benefit Program being offered to you because three or more sides of your home (located at the address above) border the Project site and are within 500 feet of the solar panels that will be installed at the Project site.

In summary, the Neighboring Landowner Benefit Agreement allows you to choose to receive either of the following benefits:

- A one-time payment in the amount of \$50,000.00, which will be paid within forty-five (45) days after physical construction of the Project begins; or
- If you choose to sell your home within one (1) year following the start of commercial operations of the Project, Lightsource bp will pay you the difference between the sale price of your home and its appraised fair market value as determined based on comparable homes that are not in close proximity to a solar project. Alternatively, if your home is unable to be sold within nine (9) months after it is listed for sale, Lightsource bp will be responsible to purchase your home at the full appraised fair market value.

The terms of the foregoing payments are more-fully described in the enclosed Neighboring Landowner Benefit Agreement. Please review this agreement and, if acceptable to you, indicate if you would like to receive the One Time Payment or the Property Value Guaranty, and return a signed copy to Lightsource bp at the address below. Note that, if you elect to participate in the Neighboring Landowner Benefit Program, Lightsource bp must receive your signature page to the Neighboring Landowner Benefit Agreement at any time, but in no event more than thirty (30) days after Lightsource bp notifies you, in writing, that the construction of the Project is complete and commercial operation has commenced. Lightsource bp will then countersign the Neighboring Landowner Benefit Agreement and return a fully-executed copy to you. We have included a prepaid FedEx envelope for your convenience.

Please note that you are not required to participate in the Neighboring Landowner Benefit Program. If you chose to participate, you are under no obligation to support the Project either publicly or privately, and you are under no obligation to maintain any confidentiality that you are participating in the program. However, Lightsource bp will maintain strict confidentiality of those homeowners that elect to participate in this program and will not disclose names of the participants to any other party.

If you have any questions, please contact David Powell at 567-213-8571 or birchsolar@lightsourcebp.com. We look forward to hearing from you.





Sincerely,

Lightsource Renewable Energy Operations, LLC,
a Delaware limited liability company

By: _____
Kevin Smith, CEO

Enclosure



NEIGHBORING LANDOWNER BENEFIT AGREEMENT

This NEIGHBORING LANDOWNER BENEFIT AGREEMENT ("Agreement") is made as of _____, 2021, by and between Lightsource Renewable Energy Operations, LLC, a Delaware limited liability company ("Lightsource bp"), with a business address of 400 Montgomery Street, Eighth Floor, San Francisco, CA 94104, Attn: Legal Notices, and _____ ("Owner"), who owns the residence located at the following street address: _____, Ohio, and identified by _____ County Parcel ID No.: _____ (the "Residence"), on the following terms and conditions:

1. Background. An affiliate of Lightsource bp is developing a solar energy generation facility (the "Project") on land that is adjacent to three or more sides of the Residence and for which solar panels will be installed within 500 feet of three or more sides of the Residence. Subject to the terms and conditions of this Agreement, Lightsource bp and Owner desire to enter into this Agreement to alleviate Owner's concerns about the preservation of the market value of the Residence.

2. Election. Owner elects either (but not both) of the following options by placing an "X" on one of the following boxes:

☐ One Time Payment. Owner elects to receive a one-time payment from Lightsource bp in the amount of \$50,000.00 (the "One Time Payment"). The One Time Payment will be paid within forty-five (45) days following the commencement of the physical construction of the Project, or within forty-five (45) days of Lightsource bp's receipt of a signed copy of this Agreement from Owner, if received after the commencement of construction. Owner understands that the One Time Payment shall not be due or owing if the physical construction of the Project does not occur.

☐ Property Value Guaranty. Instead of receiving the One Time Payment, Owner elects to participate in the Property Value Guaranty on the following terms and conditions:

a. Prior to the physical construction of the Project, Lightsource bp will cause an experienced, licensed appraiser (unaffiliated with Lightsource bp) to prepare a commercially-standard, written appraisal of the Residence (the "Appraisal"). The Appraisal will establish the fair market value of the Residence prior to the construction of the Project (the "Fair Market Value"), as further described in clause (d) below, and will be performed at Lightsource bp's cost and expense. Lightsource bp will provide Owner with a copy of the Appraisal for review.

b. If Owner is dissatisfied or disagrees with the Appraisal, Owner may obtain a second, commercially-standard, written appraisal of the Residence from an experienced, licensed appraiser (unaffiliated with Owner and reasonably acceptable to Lightsource bp) (the "Second Appraisal") within sixty (60) days after the date that the Owner was provided a copy of the initial Appraisal. Lightsource bp will reimburse Owner up to \$1,000.00 for the cost of such Second Appraisal, and Owner will provide a copy of the Second Appraisal to Lightsource bp for review. If a Second Appraisal is timely obtained, the Fair Market Value of the Residence will be the average of the fair market values determined in the Appraisal and Second Appraisal.

c. Lightsource bp or Owner may request that the Fair Market Value be revised to account for changes to the value of the Residence unrelated to the Project. Such changes may include (for example) material increases or decreases in property values in the market where the Residence is located, damage or destruction (e.g., fire) to the Residence, and/or renovation of the Residence. Any such revisions to the Fair Market Value shall be made through an appraisal of the Residence by an experienced, licensed appraiser unaffiliated with Owner and Lightsource bp, similar to the appraisals described in the foregoing clauses (a) and (b).

d. Each appraisal performed pursuant to this Agreement shall establish the fair market value of the Residence, based upon the Residence as developed on the date of inspection by the appraiser, (i) assuming that the Project is not located adjacent to the Residence; and (ii) utilizing sale data of comparable homes located a minimum of two (2) miles distance away from the Project or any other utility scale solar project, or further so that in the opinion of the appraiser the selling price of that comparable home was not influenced by the presence of the Project or any other utility scale solar project.

e. Lightsource bp will notify Owner, in writing, when the construction of the Project is complete and the Project has initiated commercial operations (“Project Completion”). Subject to the conditions in the following clauses (f) through (i) below, if Owner lists the Residence for sale within one (1) year following Project Completion and sells the Residence to an unaffiliated third party for less than the Fair Market Value, Lightsource bp will pay Owner the positive difference (the “Property Value Payment”) between the Fair Market Value of the Residence and the gross sales price (i.e., the sales price before commissions, escrow costs, etc.) received from the sale of the Residence (the “Gross Sales Price”). Here are some numerical examples:

i. Assume the Fair Market Value is \$250,000, and the Gross Sales Price is \$200,000, then the Property Value Payment will be equal to \$50,000 (= \$250,000 minus \$200,000); or

ii. Assume the Fair Market Value is \$250,000, and the Gross Sales Price is \$260,000, then the Property Value Payment is zero because the Gross Sales Price is greater than the Fair Market Value.

f. Lightsource bp will be obligated to pay the Property Value Payment only if Owner sells the Residence in an arm’s length, bona fide transaction to an unaffiliated third party (excluding any short sale or other sale in exchange for the extinguishment of debt). Accordingly, in connection with any sale of the Residence, Lightsource bp will only be obligated to pay the Property Value Payment if Owner: (i) lists the Residence for sale within one (1) year following the Project Completion at a sales price at least equal to the Fair Market Value, (ii) engages, at Owner’s sole cost and expense, a real estate broker or agent (unaffiliated with the Owner) to conduct the sale of Residence, (iii) broadly markets the Residence for sale, including listing the Residence for sale on public websites and master listing services, (iv) maintains the Residence in a good and marketable condition throughout the sales process, and (v) takes other reasonable actions that a seller of the Residence would typically undertake in connection with a sale of a residence such as the Residence. At Lightsource bp’s request, Owner will provide information and reasonable documentation evidencing that Owner complied with the foregoing conditions, including providing information regarding the purchaser, final settlement statements from the escrow agent, and other similar information regarding the sale of the Residence. For the avoidance of doubt, Owner acknowledges that Lightsource bp shall not be responsible for any capital gains taxes or income taxes payable by Owner as a result of any sale of the Residence. To the extent owed, Lightsource bp will pay the Property Value Payment within sixty (60) days following the closing of the sale of the Residence. Lightsource bp’s obligation to pay the Property Value Payment shall terminate and expire if Lightsource bp notifies Owner that it will not proceed with the construction of the Project.

g. Owner shall provide Lightsource bp with notification (via email to birchsolar@lightsourcebp.com) of every formal and informal offer to purchase the Residence that Owner receives (each, an “Offer Notice”) and shall accept any offer from a qualified purchaser that is at or above 90% of the Fair Market Value. In the event that Owner receives an offer that is more than 10% below the Fair Market Value, Lightsource bp may elect to purchase the Residence at the Fair Market Value by providing written notice to Owner within twenty-four (24) hours after receipt of the Offer Notice (the “Purchase Notice”). If Lightsource bp does not timely provide the Purchase Notice, Owner may accept the offer and Lightsource bp will pay the applicable Property Value Payment as provided in this Agreement.

h. If despite compliance with the requirements in clause (f) and (g) above, Owner does not receive any offers from qualified purchasers for the acquisition of the Residence:

- i. Within ninety (90) days after listing the Residence for sale, then Lightsource bp and Owner will promptly discuss how best to proceed, including discussing reducing the offering price for the Residence, enhancing the marketing for the Residence, or other similar actions. Lightsource bp and Owner will work together reasonably and in good faith to ensure that the Residence is sold for the highest possible value, and Lightsource bp will pay the applicable Property Value Payment as provided in this Agreement.
- ii. Within nine (9) months after listing the Residence for sale, Lightsource bp shall prepare a written offer to purchase the Residence for the Fair Market Value. If Owner accepts the written offer to purchase the Residence by Lightsource bp, the terms of sale shall be completed within 90 days. Notwithstanding the foregoing, however, if Lightsource bp provides Multiple Listing Service statistics that demonstrate that, as of the original listing date, the median marketing time for residential properties in the county in which the Residence is located exceeded one year, then Owner shall extend the listing or enter into a new listing agreement for an additional period of three (3) months. If the extended listing does not result in an offer within the additional three (3) month period, then Lightsource bp must offer to purchase the Residence for the Fair Market Value in accordance with this clause (i). In the event Lightsource bp purchases the Residence in accordance with the foregoing, Lightsource bp and Owner agree to execute any documents and to take all actions reasonably required in order to consummate the transaction. The costs and expenses associated with closing the transaction shall be borne by the parties in the manner customary for real property sale transactions in the state and county in which the Residence is located.

3. Miscellaneous. Each of Lightsource bp and Owner represents to the other party that it is authorized to enter into this Agreement and the terms and conditions of this Agreement are binding and enforceable against it. Owner represents to Lightsource bp that (a) it is the owner of the Residence, (b) its obligations under this Agreement do not conflict with its obligations to any third party, and (c) neither Owner nor any relative of Owner is or has been a municipal officer or governmental official that may hear, decide, or otherwise be involved with any permitting or regulatory approvals associated with the Project. This Agreement is the complete and entire agreement of the parties hereto with respect to the subject matter hereof, and no amendment or modification may be made to this Agreement unless set forth in writing and signed by both parties. This Agreement is personal to Owner, and does not run with the land. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Owner; provided, however, that this Agreement may be transferred by devise or descent. This Agreement shall only apply to a first sale by Owner following the date hereof, and not to any subsequent sales of the Residence. Lightsource bp may assign this Agreement to any of its affiliates, and once assigned, Lightsource bp will be released from its obligations hereunder. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the state of Ohio. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. All notices under this Agreement shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; or (iii) sent by Federal Express or other professional carrier, to the parties at the addresses listed in the preamble of this Agreement or at such other addresses as shall be designated by the applicable party in writing. Notice shall be deemed given upon delivery or tender of delivery to the intended recipient. As a condition to receiving

the One Time Payment or the Property Value Payment, as applicable, Owner shall provide Lightsource bp a completed and executed IRS Form W-9.

[Signatures On Following Page]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date first written above.

OWNER:

[INSERT OWNER SIGNATURE BLOCK]

LIGHTSOURCE BP:

Lightsources Renewable Energy Operations, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____


3-Sided Impact

Birch Solar
Allen County, OH
Date: February 1, 2021



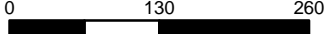
- Home Outline
- 300ft Buffer from Residence
- Modules*
- 6' Cedar Post Farm Fence*
- Planned Tree Lines*

*Based on preliminary design.



NORTH

0 130 260



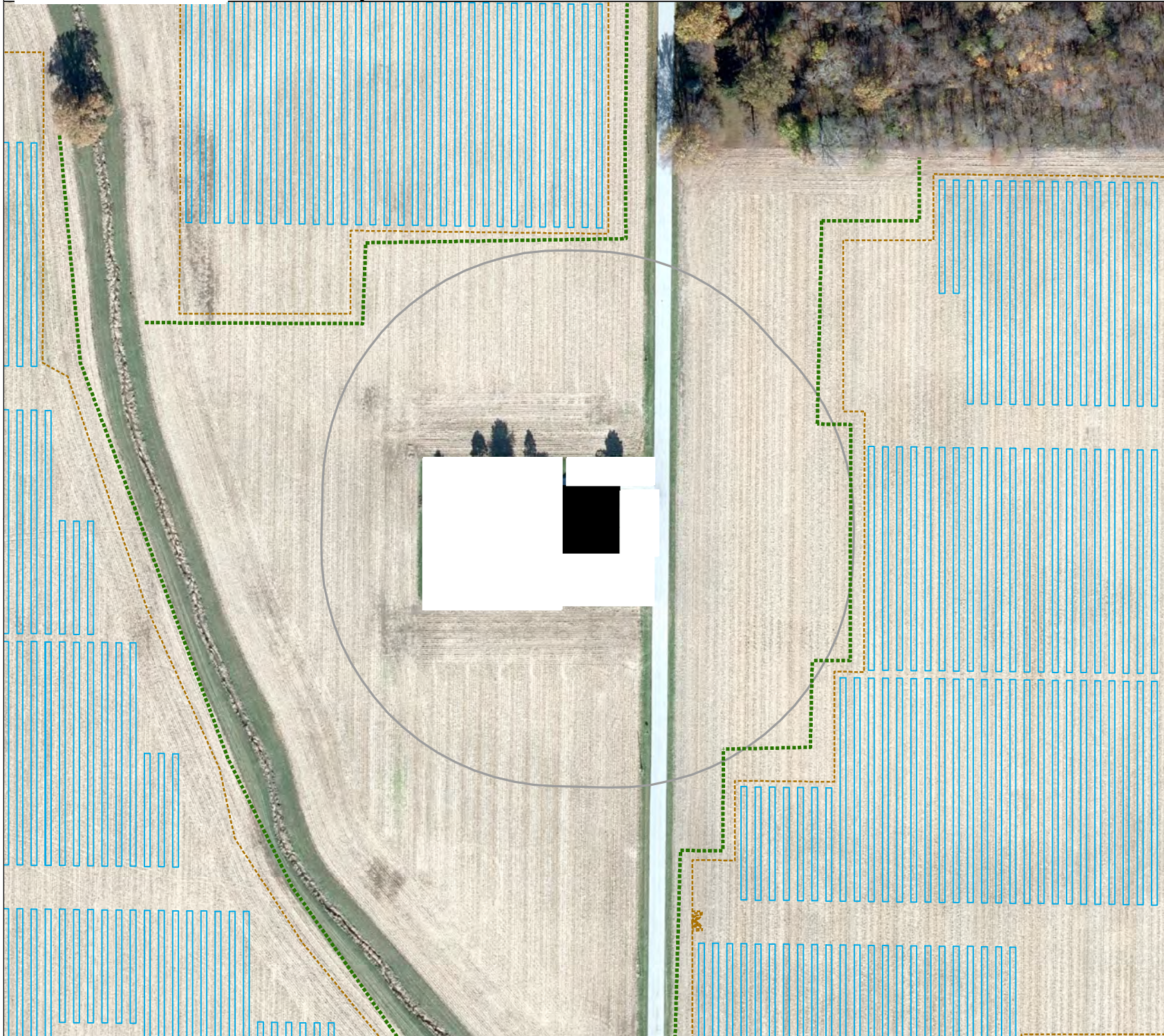
Feet

4-Sided Impact

Lightsource BP, advancing solar



Birch Solar
Allen County, OH
Date: February 1, 2021



- Home Outline
- 300ft Buffer from Residence
- Modules*
- 6' Cedar Post Farm Fence*
- Planned Tree Lines*

*Based on preliminary design.

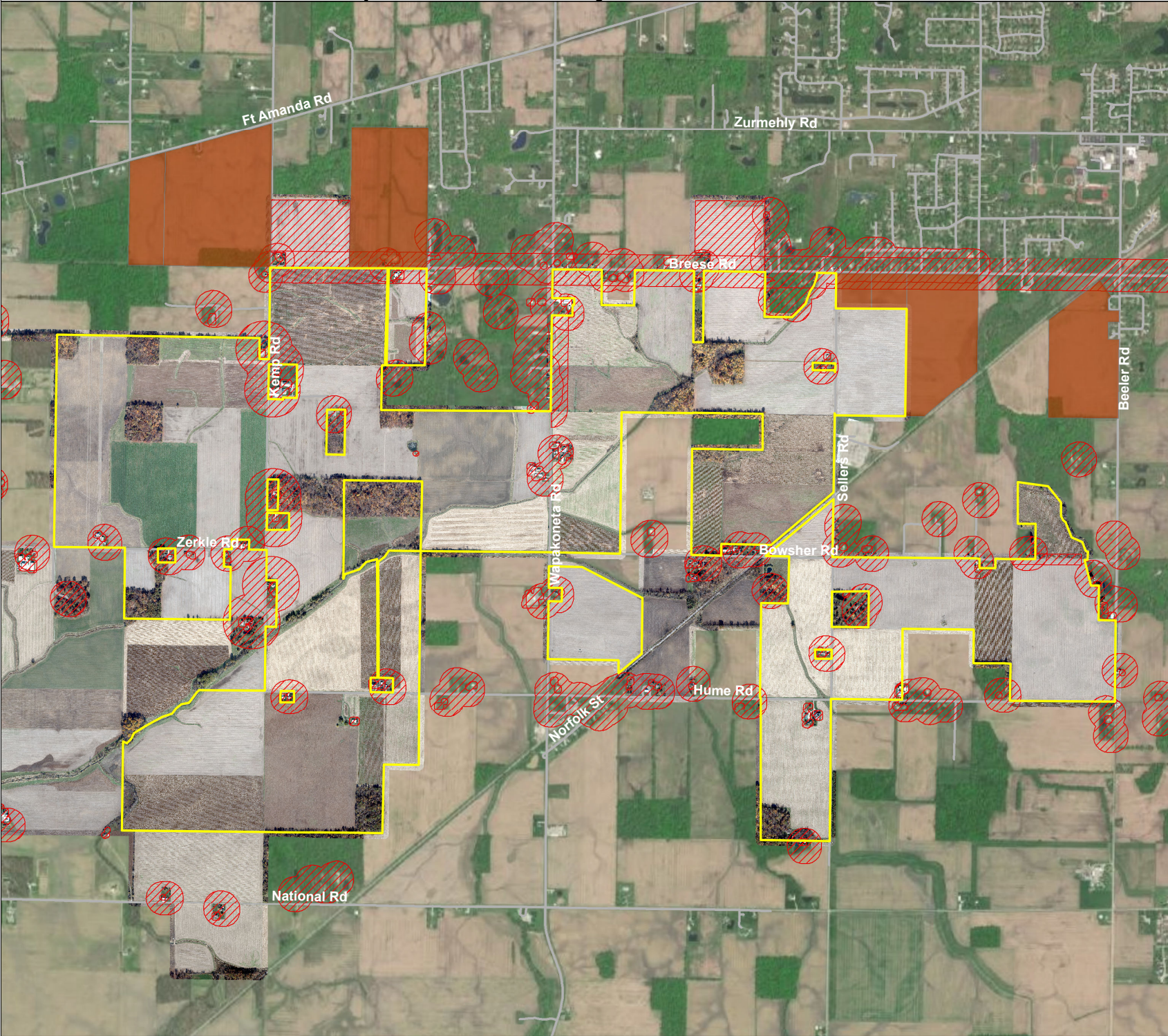





Attachment 4

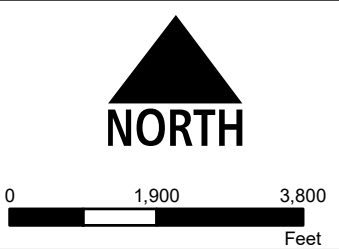
Map Project Area Exclusions in Response to Community Concerns

Birch Solar - Exclusions in Response to Community Concerns

Birch Solar
Allen & Auglaize Counties, OH
Date: April 12, 2021



-  Birch Solar - Project Parcels
-  Setbacks from Residences, Properties, Public Roads, and Communities
-  Excluded Parcels

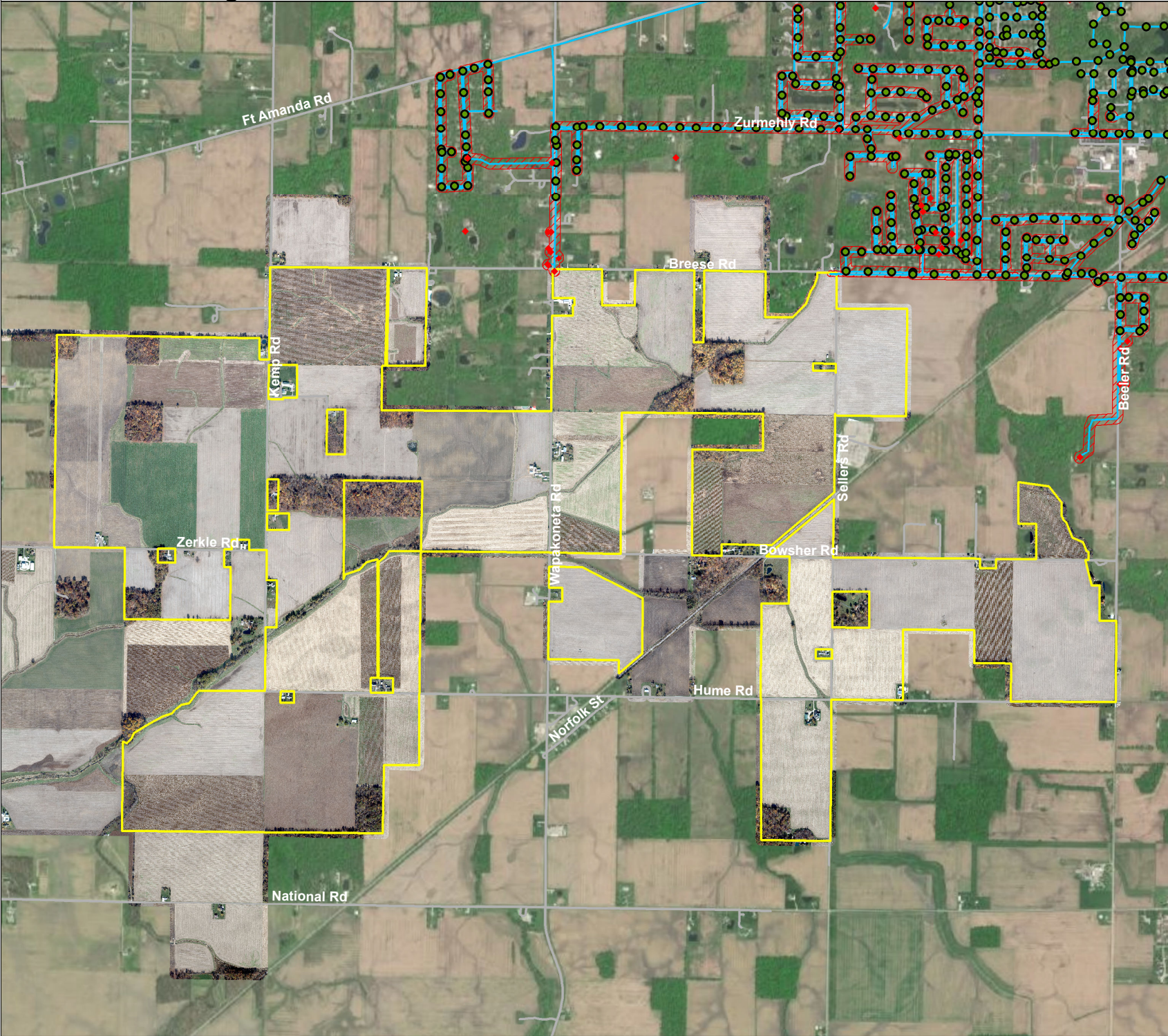







Attachment 5

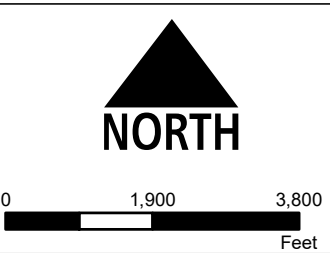
Map Underground Water & Sewer Infrastructure

Birch Solar - Underground Water & Sewer Infrastructure

Birch Solar
Allen & Auglaize Counties, OH
Date: April 12, 2021



-  Birch Solar - Project Parcels
-  Setbacks from Allen County Sewer Infrastructures and Underground Water Lines
-  Pump Stations
-  Nodes
-  Underground Sewer + Water Lines



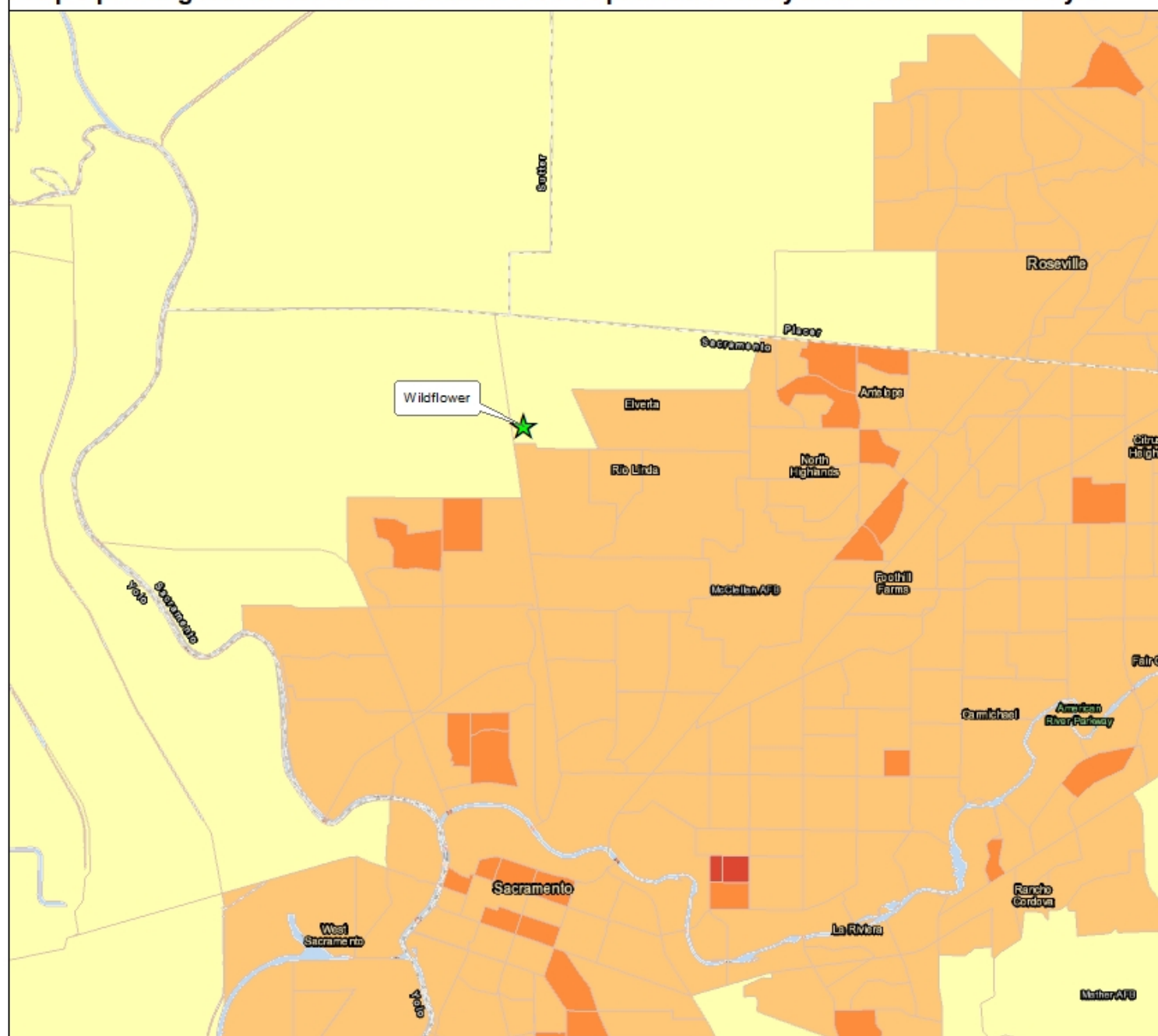
Attachment 6
Maps
Population
Lightsource bp's
Operating Wildflower Solar Project and
Proposed Birch Solar Project

LSbp Operating Wildflower Solar – Census 2020 Population Density at the Census Tract Layer

Lightsource BP, advancing solar



Wildflower Solar
Sacramento County, California
Date: 4/12/2021



2020 Population Density

- 0 - 1,000 people per sq mi
- 1,000 - 8,400 people per sq mi
- 8,400 - 15,800 people per sq mi
- 15,800 - 24,000 people per sq mi
- 24,000 - 629,000 people per sq mi

★ Operating Wildflower LSbp Project

□ County Boundaries



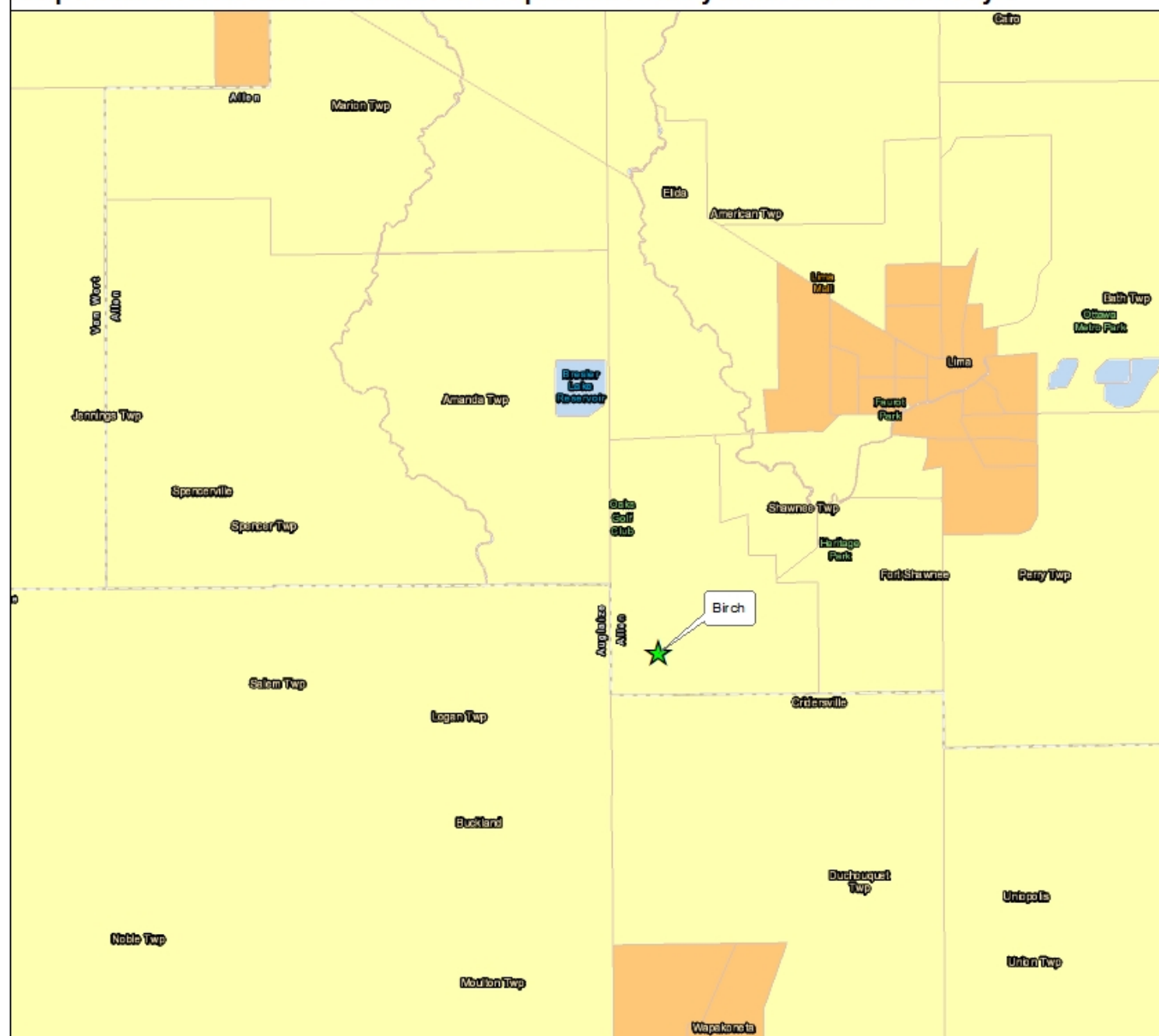
0 2 4 5
Miles

LSbp Planned Birch Solar – Census 2020 Population Density at the Census Tract Layer

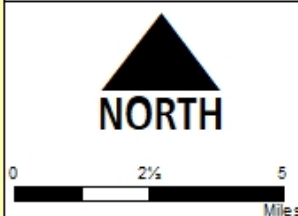
Lightsource BP, advancing solar



Birch Solar
Allen & Auglaize County, Ohio
Date: 4/12/2021



- 2020 Population Density**
- 0 - 1,000 people per sq mi
 - 1,000 - 8,400 people per sq mi
 - 8,400 - 15,800 people per sq mi
 - 15,800 - 24,000 people per sq mi
 - 24,000 - 629,000 people per sq mi
- ★ Planned Birch LSbp Project
- County Boundaries

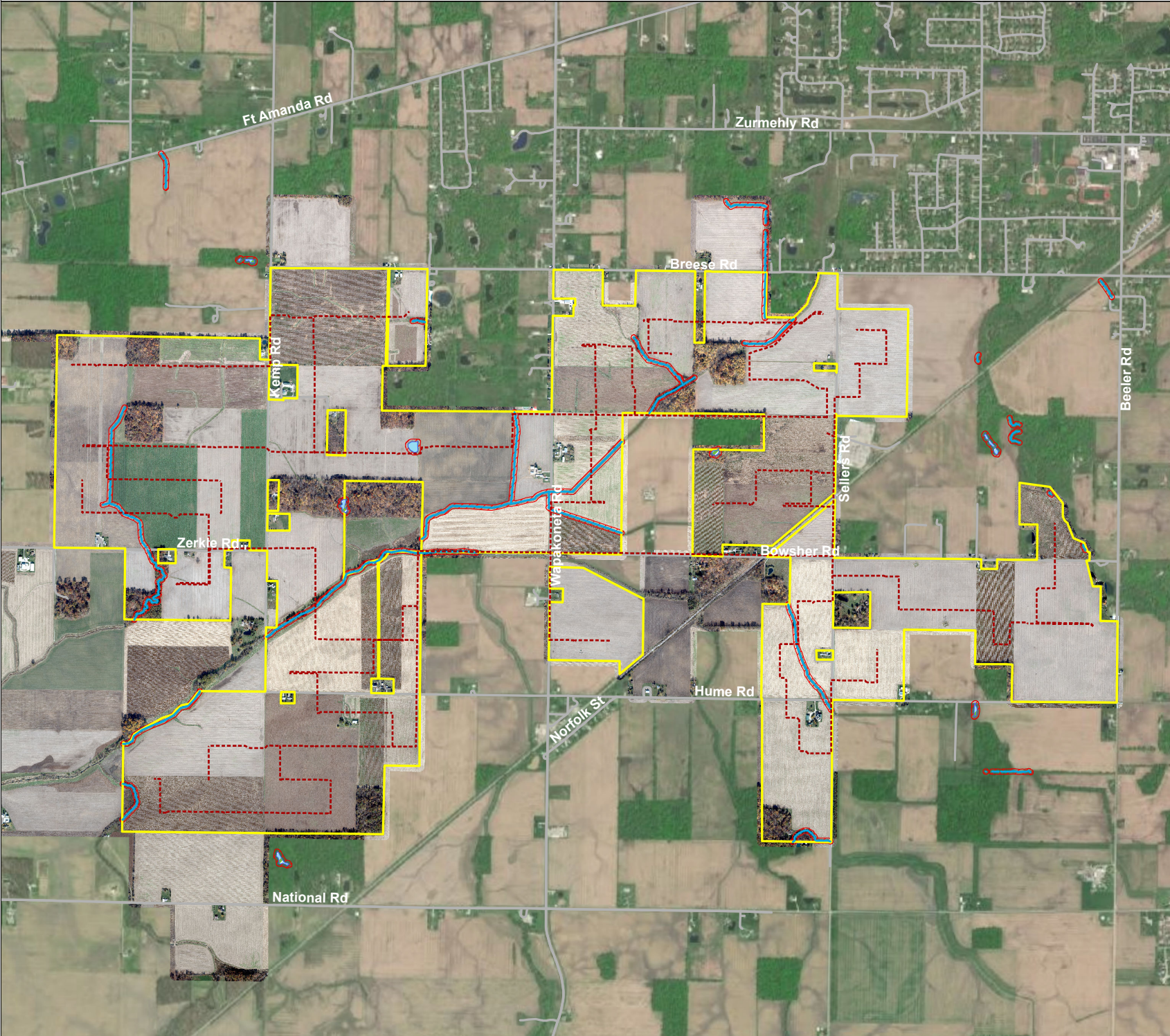


Attachment 7

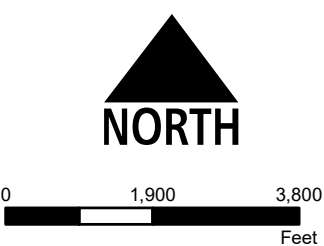
Map Delineated Streams, Waterbodies, and Wetlands

Birch Solar - Delineated Streams, Waterbodies, and Wetlands

Birch Solar
Allen & Auglaize Counties, OH
Date: April 12, 2021



-  Birch Solar - Project Parcels
-  Collection Lines from Preliminary Design
-  Stantec Delineated Streams
-  Stanted Delineated Waterbodies
-  Stantec Delineated Wetlands
-  Setbacks from Delineated Streams, Waterbodies, and Wetlands



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/12/2021 5:10:14 PM

in

Case No(s). 20-1605-EL-BGN

Summary: Response to Fourth Data Request from Staff of the Ohio Power Siting Board
electronically filed by Christine M.T. Pirik on behalf of Birch Solar 1, LLC