Version 1- 9/5/19

Draft- Town of Wrightstown Suggested Conditions

**TOWN OF WRIGHTSTOWN CONDITIONS FOR BC ORGANICS, LLC**

1. The final lighting plan, landscaping plan, signage plan, pipeline routing plan, and site plan of the facility shall be reviewed and approved by the Town prior to construction.

1. The applicant will provide the Town with an emergency spill response plan prior to commencement of facility operations.
2. Trucks hauling dried fiber from the site shall be covered.
3. The applicant will only receive and process manure in the facility.
4. Applicant will provide Town with a list of participants prior to the commencement of facility construction.
5. The Town grants use of the utility easement to the Applicant for the identified manure and gas lines that are needed within the Mill Road utility easement.
6. Applicant will carry $3 million in general liability insurance and $3 million in pollution insurance covering transportation, pipelines, and site.
7. The site/facility shall have gates securely locked when there are no personnel on site outside of ordinary business hours. The site shall be signed “NO TRESPASSING”.
8. There will be one driveway which will be monitored with camera surveillance.
9. The applicant shall apply for and receive all other required local, state and federal permits before operation commences and proof of such permits shall be filed with the Town of Wrightstown.
10. Applicant will maintain compliance with all issued local, state, and federal permits.
11. Applicant will provide the Town with copies of the facilities electronic discharge monitoring reports (eDMR) as submitted to the Department of Natural Resources under the facility’s Wisconsin Pollutant Discharge Elimination System (WPDES) permit for their review.
12. Applicant shall prepare a plan for routing of manure traffic on Town roads.
13. Applicant will pave site driveway.
14. Any repair, construction or maintenance activities which may generate more than 75 dB of sound at the property line shall occur between the hours of 7:00 am to 6:00 pm Monday through Friday with only urgent or unexpected repairs and maintenance activity occurring outside of such hours.
15. Applicant shall require all of its truckers refrain from engine braking both while hauling manure and while empty while on Town roads.
16. Applicant will provide security as outlined in the Ground Lease between Gen3 LLC and BC Organics to assure that resources will exist to pay for the proper and sanitary closure and site remediation of the project upon termination of Digester operations.
17. Applicant will designate a system for receipt of odor, noise, and other nuisance-type complaints.
18. The Zoning Administrator, Town Building Inspector or designee may enter the premises with 24-hour advance notice. Anyone inspecting the property will be escorted by the Applicant and will comply with all safety regulations.
19. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of fifteen (15) years thereafter. This Agreement will be automatically renewed for additional periods of five (5) years.
20. Applicant shall not be prohibited from transferring, selling, or gifting all or any part of the Digester to another party; provided however, the party to whom the Digester (or any part thereof) is being transferred assumes Applicant's responsibilities under the terms of this Agreement. Applicant shall not be required to obtain approval of the Town for any such transaction, but shall provide the Town notice of transfer of ownership. Applicant shall not be prohibited from transferring its rights hereunder to any other owner as they may choose, providing the party to whom the rights are being transferred assumes the Applicant's responsibilities under this Agreement.
21. Because at this time the proposed improvements are exempted from personal property taxes by State Statutes, the Applicant desires to remit to the Town on an annual basis a payment in lieu of taxes (“PILOT”) in the amount equal to the local portion of the mil rate multiplied by the assed value of the property. The first annual payment will be due following commencement of operations of the facility. Subsequent PILOT payments will be paid to the Town in advance within sixty (60) days after the mil rate for the next year is published.
22. Applicant agrees to the conditions of the Greenleaf Fire Department attached as Exhibit 1.
23. Severability. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision materially alters the rights or obligations of either Party under this Agreement. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in the Agreement, but the Parties shall negotiate in good faith a new provision that will, to the extent practicable, restore the benefit of the bargain contained in such provision.

Exhibit 1