

# Agricultural Integration and Grazing Management Plan

**CANANDAIGUA Solar Projects:  
New Michigan Solar, LLC  
CR30 Solar I, LLC & CR30 Solar II, LLC**



***Prepared for:***

**Town of Canadaigua, New York**

***Prepared by:***

**United Agrivoltaics, LLC**



**October 2022**

**Bio: Caleb Scott**  
**Founding member American Solar Grazing Association**

As one of the nation's first solar grazing contractors Caleb has seen the industry grow from infancy. Operating out of Central New York with contracts all over the Northeast, he works with dozens of local farm partners and has over 2,800 sheep under management. Now as a founder and vice president of the American Solar Grazing Association and owner of United Agriovoltaics he is helping pave the way in the development of industry standards and best practices.



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## 1.0 Introduction

United Agrivoltaics, LLC has prepared this Agricultural Integration and Grazing Management Plan ("Plan") for the proposed Distributed Sun LLC Solar Projects: New Michigan Solar LLC, CR30 Solar I, LLC & CR30 Solar II, LLC ("Project" or "Solar Facility"). New Michigan Solar LLC, CR30 Solar I LLC & CR30 Solar II LLC are an indirect subsidiary of Distributed Sun LLC and engaged the services of United Agrivoltaics, LLC to assist with preparation of this Plan. United Agrivoltaics, LLC is a New York company owned and operated by sheep farmers with direct experience managing sheep at solar pv facilities in New York State.

### 1.1 Background

The New Michigan Solar, LLC Facility will occupy approximately 29 acres (or 47 %) of the 62 acre Farm which is owned by Samuel DiPrima and operating as Brock Acres Farm [TM #55.00-1-1.100] **Figure 1-a**. Soy Beans are currently produced on the DiPrima farmland. Approximately 53% of the farmland will remain unaffected by the Solar Facility.

The CR30 Solar I, LLC & The CR30 Solar II, LLC Facilities will occupy approximately 29 acres (or 20%) of the 143 acre Farm which is operated as Brock Acres Farm [TM # 69.00-1-52.120] **Figure 1-b**. Brock Acres Farm currently produces Corn on the farmland. Approximately 80% of the farm will remain unaffected by the Solar Facility.

### 1.2 Design Intent

The Project has been designed to integrate agricultural uses, including a managed grazing system that utilizes sheep to control vegetation growth under and around the solar panels. Sheep grazing is a method of vegetation control used on solar facilities around the world and is increasingly being used in the northeastern United States. The application of sheep grazing to control vegetation provides a solution that promotes and incorporates an agricultural use within a solar photovoltaic facility. "Solar project operators compensate shepherds for these grazing and vegetation control services, as they would otherwise have to hire a landscaping company to reduce tall-grass shade risk and overgrowth on cabling."

The Project is also being planned to accommodate honeybees and honey production. Through the incorporation of pollinator-friendly vegetation (i.e., Buzz and Fuzz seed mix) into the project design, the Solar Facility will create suitable habitat for honeybees and other pollinator species. Co-locating honeybee apiaries and solar farms has been proven to be a successful method of integrating agricultural use at solar farms throughout North America and abroad.



## 2.0 Managed Grazing

Solar facilities must have steady and regular vegetation control during the growing season to prevent shading and produce electricity efficiently. A managed grazing system for solar sites offers many benefits over traditional means of mechanical mowing and trimming as further detailed below.

### 2.1 Vegetation Management

Vegetation that grows underneath panels reaching heights above the leading edge of panels will cause shading and must be mown or grazed several times per year. Sheep grazing at an appropriate stocking density are highly effective in eating vegetation around and under panel areas that can be hard to reach or expensive with conventional mowing equipment.

Sheep are small and agile enough to easily graze underneath panels and racking equipment. Their behavior does not predispose them to standing or jumping on site equipment or chewing on electrical wiring, as goats might be inclined to do. Their size and strength mean that any rubbing on equipment is unlikely to cause damage, as cattle would likely do. The perimeter fences installed as part of the solar project will serve to contain the grazing sheep within the designated grazing area. The sheep farmer (i.e., “Contractor”) will be responsible for any damages to personal or public property caused by sheep.

A correctly planned and implemented grazing plan with appropriate animal stocking density will offer comparable or superior vegetation control performance to a conventionally mowed site. **Appendix A** provides 1) a sample contract for using sheep to control vegetation, 2) a letter of intent from United Agrivoltaics to fulfill this purpose and, 3) a cost estimate from United Agrivoltaics to perform these services upon commercial operation. The letter of intent describes the proposed terms of the initial treatment / stocking density and roles and responsibilities of the owner (New Michigan Solar, LLC, CR30 I Solar LLC & CR30 II Solar LLC) and the Contractor (United Agrivoltaics, LLC).

The scope defines the planned approach the Contractor will use to control vegetation within the Project site. This Plan and the Scope provided by United Agrivoltaics allow for adaptive management methods to be employed during site maintenance. This ensures strategic decisions can be based on the unique and evolving site-specific conditions. Further, it ensures the Contractor and the owner have the autonomy and are empowered to act in the best interest of the operating efficiency of the project in consideration of the economic viability and the health, safety, welfare of the grazing operation.

### 2.2 Ancillary and Ecosystem and Economic Benefits

Sheep grazing has an important role in maintaining the agricultural production value of the Project site – but this Project design feature will also provide ancillary benefits to the local ecosystem and economy as outlined in the subsections below.

#### 2.2.1 Soil Health

A properly planned and managed rotational grazing system offers benefits through:

- Direct fertilization of the soil biota within the Project area will contribute to healthy soil ecology.
- Proper grazing and rest periods both encourage and protect plant root development.
- Living plant root structures in the soil year-round enhance soil microbial activity, nutrient flows, and a well-functioning water cycle.
- A permanent sod of pasture grasses prevents erosion - meaning soils are retained and enhanced.
- Soil structures are improved over time.

## **2.2.2      *Agricultural Economics***

The grazing commitment for the Project is designed to maintain active agricultural use of the site. Synergistically, the grazing opportunity offers the following benefits for the Contractor and the long-term productivity of the land:

- Farmers can use the three-year term contract to build and scale commercial sheep enterprises. The access to securely fenced grazing can provide a resource base for a sheep flock that produces feeder or market lambs. The grazing area within the Project provides a feed stock resource that the farmer would, traditionally, need to pay to rent to use. Farmers can use their animals, time and expertise and gain an additional income stream from a vegetation maintenance contract with the Solar Facility owner.
- The income from the grazing contract provides meaningful revenue and can improve farm viability for both new and established farm operations. Rates for farmers in New York State who directly contracted for vegetation maintenance with solar firms averaged \$555/acre in 2018 (University, 2018).
- The Project has been designed with efficient grazing in mind. Entry and exit gates will be designed to roll open making it easier for the farmer to load and unload sheep at the site. 110-volt electric will be available within the Project site to provide a source of power for portable heaters to make sure water source for the animals does not freeze in the early spring and late fall months.

### **2.2.2.1      *Revenue Potential comparing sheep grazing vs. other agricultural uses***

**Sheep:** A typical 50-acre pasture in this region of western New York should be able to sustain 60 breeding ewes over winter, these ewes would average 1.5 lambs to the ewe as a standard metric allowing 90 lambs per year for market each fall. Estimated carrying capacity of the site is approximately 150 grazing animals or about three sheep per acre. An average lamb goes to market between 65 to 70 lb. Live weight in 2020 averaged roughly \$3 per pound, or around \$200 per lamb based on industry averages). This equates to \$18,000 in revenue opportunity associated with the grazing use for the Project site. In combination with the contract revenue for overall vegetation management, the solar grazing use of the site would yield roughly \$750-900 per acre in agricultural revenue.

**Crops:** A 1 acre plot of land could produce 225 bushels/acre of corn or 71 bushels/acre of soybeans. While the price per bushel of both corn and soybeans has increased significantly, the costs associated with growing these crops have also increased, especially within the last year. Transportation costs, fertilizer, pesticides, seed cost, machine repair, fuel, oil and utilities have all increased. Farms are also seeing increased labor cost compounded with labor shortages. Despite increased market prices of \$6.60 per bushel for corn and \$14.30 per bushel for soybeans the *projected* farmer return (per acre) for 2022 is \$365 for corn, and \$179 for soybeans. (see *Farm Doc Daily Reference*)

**Cattle:** Current operations for dairy production require roughly 1.8 acres to feed a cow calf pair for 12 months. In this model, calves are not ready for market for 18 months. This means that roughly 2.7 acres are needed to achieve finish weight per animal. The same acreage yields finishing about 13 cows per year. For organic beef at \$85 per 100 lbs. of weight and the average cow weighing in about 1,400 pounds, a farmer can respectively earn \$1,200 per cow. This yields a gross revenue potential somewhere around \$15,000, or just over \$300 per animal over the same 50 acres of grazing area.

**Conclusion:** Based on these metrics, raising lamb in lieu of cattle or rotational crops on the same area of land represents a 160% increase vs. cattle (and even more for rotational crops) in farm/agricultural revenue per acre, and more than double the current economics. Table 1 below provides a comparative line-item assessment of these metrics and overall revenue potential associated with sheep vs. cattle or rotational crops.

**Table 1: Comparison of Yield - Sheep vs. Rotational Crops**

	<b>Sheep</b>	<b>Cattle</b>	<b>Soy</b>	<b>Corn</b>
Annual yield	90 lambs	13 cattle	3,550	11,250
Annual yield per acre	1.50 lambs	0.26 cattle	71 bushels	225 bushels
Dollars per pound (stock) or dollars per bushel (crops)	\$3.00	\$0.85	\$14.30	\$6.60
Weight at market (lbs)	65	1400	NA	NA
Revenue yield per AU	\$195.00	\$1,190.00	\$0	\$0
Revenue yield over 50 acres	\$17,550.00	\$15,470.00	0	0
Revenue yield per acre	\$351.00	\$310.00	\$179	\$365
Contract revenue per acre for vegetation management	\$555.00	N/A	N/A	N/A
<b>Total Revenue / Yield Per Acre</b>	<b>\$906.00</b>	<b>\$310.00</b>	<b>\$179.00</b>	<b>\$365.00</b>

### **2.2.3 Contracts**

Distributed Sun LLC's objective is to obtain long term (3+ year) contracts for managed grazing and vegetation maintenance at the site. Having contracts of this duration offers more security for farmers and will allow them to invest in animals and facilities that they may need. As mentioned above, **Appendix A** of this report contains a sample grazing contract and site-specific proposal from United Agrivoltaics, LLC for sheep grazing of the Project Site. Specific cost estimates have been redacted to respect proprietary pricing information. The contract will also provide for mowing in the circumstance where the sheep grazing does not sufficiently reduce the vegetation to allow for effective operation of the system.

No less than one and no more than eight sheep per acre will be applied at the Project site at a time. The specific number of sheep is the Contractor's discretion and will fluctuate depending on the changing carrying capacity of the site. Sustained rotational grazing on a seasonal basis will maximize the regenerative growth and carbon sequestration opportunity. Distributed Sun, LLC will consider the ongoing opportunity for over winter holding and on site feeding to further the natural fertilizing of the soil. The Contractor may add or take sheep away from herd as the land, weather, and management objectives require with the primary objective remaining maintenance of vegetation to ensure the Solar Facility operates efficiently and vegetation is kept to an acceptable height. These animals may be contracted from one or more farms and provide a significant contribution to the local agricultural economy.

## 3.0 Beekeeping

### 3.1 Overview

The Project has been designed to accommodate honeybees and honey production. Honey is a "value added" benefit that increases the biodiversity, public support, and interest in solar projects as well as increasing the total calories per square meter that the site can produce.

Per capita consumption of honey in the United States has steadily increased over the past twenty years. The average American consumes 1.4 pounds of honey per person per year (Statista, 2018). New York State has 19.5 million residents yet produces between 3.3 and 3.6 million pounds of honey per year, making the state a net importer of honey in a nation that is a net importer of honey (Davis, 2019).

Roughly half of the honey consumed in the United States goes into other food, which in the case of honey produced at solar facilities is a potential value-add position that several beekeeping operations elsewhere in the United States are already modeling. From "Solarama Crush," a solar-honey beer produced in Minnesota (Monthly, 2019), to Alchemist Beer's Honey Bunch, this emerging market would be accessible to New York breweries, cideries, and other marketplaces. The UC Davis 2019 report attributes this stream of food products that incorporate honey to be the major growth sector for the honey industry.

Indirect benefits to adjacent agriculture by hives located adjacent to solar sites were studied by a team at Yale University in 2019 (Environment, 2019). "Pollinator -friendly solar benefits depend greatly on surrounding crop type." The Yale study found a 6.3% crop yield increase for soy in Minnesota located near pollinators as it is a moderately pollinator dependent crop.

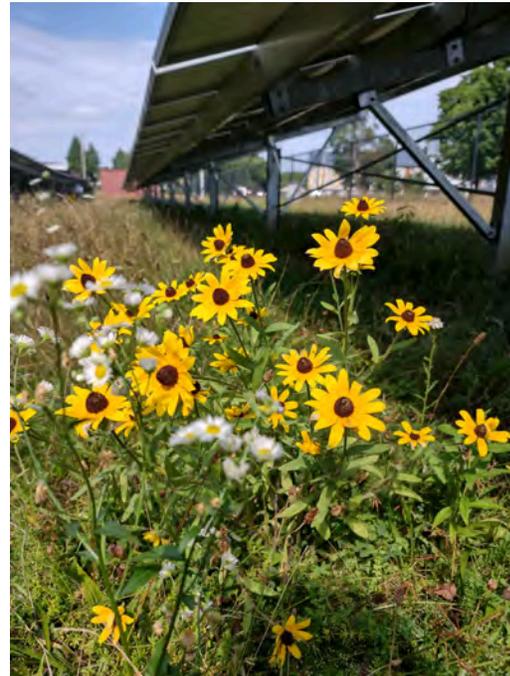
#### 3.1.1 Beekeeping Plan

Distributed Sun LLC will allow installation of an apiary (or "bee yard") within the Project site. Distributed Sun is currently working with Empire Estate Honey Producers Association to identify local beekeepers to establish apiaries on the sites. The bee yard will be situated on an area to be determined on the site after construction. Beekeepers will have 24/7 access to their hives. **Figure 2** below shows how simple adding an apiary to a solar site can be.

The solar site will be seeded with the "Buzz and Fuzz" seed mix which is designed to accommodate sheep grazing, honey production, low-growing, shade and sun tolerant species. The seed blend contains a mix of pasture grasses, legumes (all flowering plants), and forbs (more flowers), it is a diverse and robust blend designed to balance the needs of agrivoltaic production. **Appendix B** of this report contains a sample bee keeping contract.

**Figure 2. Designated Area for Beekeeping**

Beekeeping, a simple and value added benefit to the solar site, will be situated inside the fence in a low traffic, low maintenance area that is easily accessible to beekeepers. Location to be determined based on New Michigan Road Solar LLC, CR30 I Solar LLC, & CR30 II Solar LLC site specifics, after construction has been completed.



## **4.0 Research and Development**

Distributed Sun LLC has a long history of developing solar sites that, to this day, have implemented an Agrovoltaic approach to development. An innovator since 2015, Distributed Sun LLC has worked closely with Cornell on their first solar sites, implementing solar grazing in Tompkins, Ontario, and Cayuga County. Distributed Sun has also implemented pollinator-friendly seed blends with an eye towards sheep, as was recently provided in Livingston and Allegany Counties in 2022. To this day their oldest sites can be seen bursting with flowers and are home to grazing sheep.

## 5.0 Conclusion

Distributed Sun LLC is demonstrating its commitment to continued agricultural use of its Canandaigua properties. Through a dual-purpose land approach and a long-term commitment with United Agriovoltaics, they are not only making the land more valuable to agriculture but they are also increasing the sustainability of the existing farm through added revenue while providing farming opportunities for other local farm partners.

United Agriovoltaics LLC has been successfully grazing commercial solar sites since 2015, in that time we have worked with Cornell University on several studies as well as the American Solar grazing association. A few things that we have learned in that time are worth considering.

- There is a greater stocking density for sheep underneath solar than open pasture  
This means sites with solar panels are more productive for grazing than sites without solar panels.
- There is a noticeable increase in gain on sheep rotationally grazed through solar, versus traditional pasture grazed. This means that there is an increase in farming production with the addition of solar. This may be primarily due to the wider variety of vegetation, and ready available shade from the sun and elements, the variety of vegetation introduced by eliminating turf grass and increasing vegetation diversity along with rotational grazing helps to reduce parasite loads and reduces stress on the sheep. Additionally the easily accessible shelter from the panels help with weight gain and reduce water needs of the animals.



## 6.0 References

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# Appendix A

**Note:** This is an example contract to provide the Planning Board with an understanding of the terms and conditions associated with this type of arrangement.

# AMERICAN SOLAR GRAZING ASSOCIATION, INC. SHEEP GRAZING AGREEMENT TEMPLATE

## OPTION 1 (Comprehensive Vegetation Management Approach)

*This template was developed by Savannah Bowling and Kasey Brenner, student attorneys at the Food and Beverage Law Clinic, in collaboration with the American Solar Grazing Association, Inc. and Jonathan Barter, Julie Bishop, Ashley Bridge, Lewis Fox, Erica Frenay, Lexie Hain, Niko Kochendoerfer, and Caleb Scott. The Food and Beverage Law Clinic is a part of John Jay Legal Services, Inc., a non-profit legal services organization housed at the Elisabeth Haub School of Law at Pace University. The Food and Beverage Law Clinic represents farmers, food and beverage entrepreneurs, and non-profit organizations seeking to improve our food system. This document does not reflect or constitute legal advice. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.*

**INSTRUCTIONS FOR USING CONTRACT TEMPLATE:** This contract represents Sheep Grazing Agreement – Option 1, which is **a comprehensive vegetation maintenance approach**, whereby the sheep farmer agrees to maintenance of all vegetation, regardless of whether it is vegetation that sheep typically eat or do not eat. This obligation means that in the event that the sheep do not achieve the vegetation standard set forth in Section 1(b) of the contract, the sheep farmer is responsible for achieving that standard through some other means (for example, through the use of a landscaping service).

**Option 1 v. Option 2:** In contrast, Sheep Grazing Agreement – Option 2 represents a limited vegetation management approach, whereby the sheep farmer agrees to maintenance of only the vegetation that sheep typically eat, defined as “Covered Vegetation” in the contract. Types of vegetation that constitute “Covered Vegetation” are determined by the contracting parties. Similar to Option 1, the obligation under Option 2 means that in the event that the sheep do not achieve the vegetation standard for Covered Vegetation set forth in Section 1(b) of the contract, the sheep farmer is responsible for achieving that standard through some other means (for example, through the use of a landscaping service). The solar site manager is responsible for maintenance of all vegetation that is not Covered Vegetation.

**This contract is a template; it is not a one-size-fits all contract. All provisions that are *[red, bolded, italicized, and bracketed]* and all provisions with blank spaces (\_\_\_\_\_) and/or guidance footnotes should be addressed by the parties**, in addition to any other changes the parties may negotiate. Carefully review all attached exhibits (Exhibits A – E). Note that the certificate of liability insurance, attached as Exhibit D, is a sample only; parties to this contract must obtain their own insurance and replace this sample with their respective insurance certificates.

Once the contract is complete, **DELETE** all footnotes throughout the contract. This instructional page is not part of the contract.

# SHEEP GRAZING AGREEMENT

This sheep grazing agreement (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between *[sheep farmer name]* (“Sheep Farmer”) and *[solar site manager name]* (“Solar Site Manager” and, together with Sheep Farmer, each a “Party” and collectively the “Parties”).

## RECITALS

WHEREAS, Solar Site Manager is the *[owner/operator]*<sup>1</sup> of *[name of solar site]*, located at *[address of solar site]* (“Solar Site”), as more fully described attached hereto as Exhibit A.

WHEREAS, Sheep Farmer owns sheep that will be grazed on the Solar Site; and

WHEREAS, the Parties desire and intend to enter into this Agreement to facilitate the grazing of Sheep Farmer’s sheep on the Solar Site for the purpose of vegetation management.

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated herein by reference and covenants made herein and other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

## TERMS OF THE AGREEMENT

### Section 1. Vegetation Management Services.

- (a) Sheep Farmer shall provide sheep at the Solar Site in accordance with Section 2 for the purpose of grazing to maintain all vegetation at the Solar Site.
- (b) Sheep Farmer shall cause all vegetation on the Solar Site to be maintained so that such vegetation *[does not shade the solar panels] OR [does not reach a height taller than \_\_\_\_\_ inches]*<sup>2</sup>.
- (c) In the event that the sheep do not effectively maintain all vegetation in accordance with the agreed-upon standard set forth above, Sheep Farmer shall be responsible for achieving that agreed-upon standard. Sheep Farmer may fulfill the vegetation maintenance standard through subcontracting (in accordance with Section 8) a landscaping service or other service or by some other means.
- (d) Sheep shall be stocked at a density as determined by Sheep Farmer to satisfy the agreed-upon vegetation maintenance standard set forth above. Sheep Farmer may add or remove sheep from flock as the land, weather, management, and other conditions may require, to the extent that the sheep flock remains capable of maintaining the vegetation in accordance with this Agreement. Sheep Farmer may perform forage sampling at the Solar Site (in

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<sup>1</sup> Insert the operational status of the Solar Site Manager.

<sup>2</sup> Choose one of the two vegetation height standards that is applicable and delete the other one.

accordance with Exhibit E) in order to determine the appropriate density of sheep. Sheep Farmer is not bound by the suggestions represented by the forage sampling.

## Section 2. Grazing Season.

- (a) *[For each year during the Agreement Term (as defined below),]*<sup>3</sup> the grazing season during which the services described in Section 1 shall be performed (the “Grazing Season”) shall commence on *[grazing season begin date]*<sup>4</sup> (the “Season Commencement Date”) and shall end on *[grazing season end date]*<sup>5</sup> (the “Season End Date”).
- (b) *[For each year during the Agreement Term,]*<sup>6</sup> Sheep Farmer shall deliver sheep to the Solar Site on the Season Commencement Date and shall promptly remove all sheep from the Solar Site no later than the Season End Date.
- (c) The Parties may agree in writing to modify the Grazing Season *[for any year during the Agreement Term]*<sup>7</sup>. In the event that the Grazing Season is shortened or extended, the Parties may agree in writing to modifications to the fee and payment schedule.

## Section 3. Agreement Term; Termination; Other Remedies.

- (a) The term of this Agreement (the “Agreement Term”) shall be for *[\_\_\_\_ year(s)]*<sup>8</sup> and shall commence on *[begin date]*<sup>9</sup> and shall end on *[end date]*<sup>10</sup> (the “Termination Date”).
- (b) Termination by Solar Site Manager.
  - (i) By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement prior to the Termination Date for Sheep Farmer’s material breach of any of its obligations under this Agreement; provided, however, that if such default is capable of cure, then such notice shall be subject to a *[\_\_\_\_ day cure period]*<sup>11</sup> from the date thereof, and if the defaulting Party cures such default prior to expiration of such period, termination shall not take place. Sheep Farmer shall immediately discontinue the services to the extent specified in any notice.

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<sup>3</sup> Include if this is a multi-year contract.

<sup>4</sup> Insert a specific date or language that reflects the beginning of the grazing season.

<sup>5</sup> Insert a specific date or language that reflects the end of the grazing season, such as “when the vegetation height standard set forth in Section 1 is satisfied and the cyclical senescence of the vegetation is beginning with the arrival of fall frosts.”

<sup>6</sup> Include if this is a multi-year contract.

<sup>7</sup> Include if this is a multi-year contract.

<sup>8</sup> Indicate whether this is a: 1-year agreement or multi-year (2-year, 3-year, 4-year, etc.) agreement.

<sup>9</sup> Insert applicable date that the Agreement Term will begin.

<sup>10</sup> Insert applicable date that the Agreement Term will end.

<sup>11</sup> Insert a cure period date. This cure period is the amount of time the Sheep Farmer has to remedy a material breach of this Agreement without penalty. For example, a 5-day cure period would give the Sheep Farmer 5 days to cure the material breach from the date the Sheep Farmer received notice from the Solar Site Manager of the material breach (if the material breach is capable of cure).

- (ii) No termination by Solar Site Manager shall relieve Solar Site Manager of its obligation to pay Sheep Farmer for services properly performed prior to such termination, and upon termination. Such payment shall be adjusted on a ratable basis accordingly. Solar Site Manager shall reimburse Sheep Farmer for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit. In no event shall termination costs plus all compensation paid hereunder exceed the total price agreed for the services under this Agreement.
- (iii) *[By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement without cause prior to the Termination Date, provided that Solar Site Manager shall pay Sheep Farmer the entire Contract Price in accordance with Section 4 upon such termination without cause.]*<sup>12</sup>

(c) Termination by Sheep Farmer.

- (i) By written notice effective upon receipt, Sheep Farmer shall have the right to terminate this Agreement prior to the Season Commencement Date *[for the first year of the Agreement Term]*<sup>13</sup> if toxicity testing of the soil at the Solar Site performed prior to the Season Commencement Date *[for the first year of the Agreement Term]*<sup>14</sup> reveals the soil contains levels of contaminants which are toxic to sheep and threaten the safety of any sheep.
- (ii) By written notice effective upon receipt, Sheep Farmer shall have the right to terminate this Agreement prior to the Termination Date (A) for Solar Site Manager's failure to make a required payment in accordance with Section 4, (B) for Solar Site Manager's material breach of any of its obligations under this Agreement, or (C) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar grazing for the remainder of the Agreement Term; provided, however, that if such default is capable of cure, then such notice shall be subject to a *[ day cure period]*<sup>15</sup> from the date thereof, and if the defaulting Party cures such default prior to expiration of such period, termination shall not take place.
- (iii) No termination by Sheep Farmer shall relieve Solar Site Manager of its obligation to pay Sheep Farmer for services properly performed prior to such termination, and upon termination. Such payment shall be adjusted on a ratable basis accordingly.

(d) Sheep Farmer's Right to Perform Solar Site Manager's Obligations.

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<sup>12</sup> Include this provision if applicable.

<sup>13</sup> Include if this is a multi-year contract.

<sup>14</sup> Include if this is a multi-year contract.

<sup>15</sup> Insert a cure period date. This cure period is the amount of time the Solar Site Manager has to remedy a specific breach provided for in Section 3(c)(ii) of this Agreement without penalty. For example, a 5-day cure period would give the Solar Site Manager 5 days to cure the breach from the date the Solar Site Manager received notice from the Sheep Farmer of the breach (if the breach is capable of cure).

- (i) If Solar Site Manager fails to perform its obligations set forth under Section 6, and such failure continues twenty-four (24) hours after notice from Sheep Farmer (except in the case of an emergency when no notice shall be necessary), Sheep Farmer may, but shall not be obligated to, perform Solar Site Manager's obligations or perform work resulting from Solar Site Manager's acts, actions, or omissions and Solar Site Manager shall reimburse to Sheep Farmer, upon demand, the total cost of such performance.

#### **Section 4. Contract Price.**

- (a) Solar Site Manager shall pay Sheep Farmer for services provided herein according to the following payment terms and schedule: *[\$ fee and payment schedule for year 1], [\$ fee and payment schedule for year 2], [\$ fee and payment schedule for year 3]*<sup>16</sup>.

#### **Section 5. Sheep Management, Health, and Welfare.**

- (a) Sheep Farmer shall be responsible for all transportation of sheep to and from the Solar Site.
- (b) Sheep Farmer shall be responsible for the health and wellbeing of sheep, including keeping adequate water and mineral supply during the Agreement Term. Sheep Farmer shall be permitted to station watering cubes and other portable watering and dispensing equipment at the Solar Site during the Agreement Term. Sheep Farmer shall maintain adequate medical records and herd information and shall provide Solar Site Manager with such records upon request.
- (c) Sheep Farmer shall have twenty-four (24) hour access to sheep during the Agreement Term. Sheep Farmer shall keep Solar Site access details confidential.
- (d) Sheep Farmer shall have access to the Solar Site periodically throughout the Agreement Term (including without limitation prior to the Season Commencement Date *[for the first year of the Agreement Term]*<sup>17</sup>) to perform toxicity testing of the soil at the Solar Site. Upon request, Solar Site Manager shall provide Sheep Farmer with any previously performed toxicity tests of the soil at the Solar Site.
- (e) Solar Site Manager shall provide prompt verbal notice to Sheep Farmer if Solar Site Manager becomes aware that any of the sheep are apparently suffering from illness or accident, followed by written notice. In the event that any of the sheep urgently need care, and the Sheep Farmer is not immediately available, Solar Site Manager shall call in a licensed veterinarian at Sheep Farmer's expense.

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<sup>16</sup> Insert fees and payment schedules for each grazing season (in each respective year, if applicable). Fees may remain the same each year, may increase by a fixed percentage each year, or may be determined by some other method by the parties.

<sup>17</sup> Include if this is a multi-year contract.

(f) Solar Site Manager shall provide Sheep Farmer with twenty-four (24) hour notice of need for repairs or of need to access panels within a sheep grazing area so that Sheep Farmer may assist with managing sheep during such repairs or access.

*(g) [Sheep Farmer shall be permitted to keep guardian dog(s) at the Solar Site.]<sup>18</sup>*

## **Section 6. Fencing, Signage, Security, and Solar Panel Maintenance.**

(a) Solar Site Manager shall provide permanent, secure perimeter fencing and gating to ensure that sheep may not escape the Solar Site and that predators may not enter the Solar Site. Secure perimeter fencing means that such fencing shall have: rigid tension, fencing that is flush to the ground, fenced culverts, and gates that close tightly. Other than opening the gate for entering and exiting the Solar Site, such fencing and gating shall be closed at all times. In the event that Solar Site Manager must modify existing fencing, gating, and signage to meet the above-described standards, Solar Site Manager shall be responsible for all costs associated with obtaining and installing such fencing, gating, and signage.

(b) Solar Site Manager shall permit Sheep Farmer to install interior fencing at the Solar Site that is reasonably necessary to ensure orderly management and security of sheep. Solar Site Manager shall permit Sheep Farmer use of interior electrical and power supplies at the Solar Site or, alternatively, use of auxiliary electrical and power supplies at the Solar Site. Sheep Farmer shall not be responsible for any costs incurred from use of such interior or auxiliary power and electrical supplies at the Solar Site.

(c) Solar Site Manager shall post signage at entrance gate and at *[additional locations]*<sup>19</sup> to alert visitors that sheep are present on the Solar Site, to direct visitors to close the gates at all times, and to instruct visitors not to feed the sheep at any time. The following notice shall serve as an adequate signage message:

**CAUTION: SHEEP ON SITE  
DO NOT APPROACH ANIMALS  
IMMEDIATELY CLOSE GATE**

(d) Solar Site Manager shall maintain adequate records of all persons entering and exiting the Solar Site, including regular maintenance and operations personnel, and such record shall include names, dates, and duration of stay. These records shall be available to Sheep Farmer upon request.

(e) Solar Site Manager shall provide Sheep Farmer with twenty-four (24) hour electronic notice of all planned visitors. Solar Site Manager shall require all persons defined as a “Visitor” on the Visitor’s Orientation, attached hereto as Exhibit B, to read and sign the Visitor’s Orientation. Solar Site Manager shall maintain adequate records of the signed Visitor’s Orientation documents.

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<sup>18</sup> Insert this provision if applicable.

<sup>19</sup> Insert additional locations if applicable.

- (f) Sheep Farmer shall be permitted to inspect fencing and gates periodically throughout the Agreement Term (including without limitation prior to the Season Commencement Date *[for the first year of the Agreement Term]<sup>20</sup>*).
- (g) Solar Site Manager shall supply visitors, including without limitation, all employees, contractors and subcontractors, students, and researchers with the “Meet the Grazing Sheep” informational sheet, attached hereto as Exhibit C, prior to or upon arrival at the Solar Site.
- (h) Solar Site Manager shall be responsible for costs associated with maintaining, repairing, or cleaning solar panels and Solar Site equipment, including when the need for such maintenance, repairs, or cleaning is caused by the natural activity of the sheep.
- (i) Solar Site Manager shall require the following additional safety measures: *[specific list of additional safety measures]<sup>21</sup>*.
- (j) [Sheep Farmer shall be permitted to install surveillance technology, gate alarm, or other system to keep track of who enters and exits the site.]<sup>22</sup>*

**Section 7. Use of Herbicides, Pesticides, and Fungicides.** Neither Party nor their subcontractors shall use herbicides, pesticides, or fungicides on the Solar Site without prior written consent of the other Party.

**Section 8. Subcontractors.** Solar Site Manager authorizes Sheep Farmer to subcontract the performance of its vegetation maintenance services obligations described under this Agreement. Sheep Farmer authorizes Solar Site Manager to subcontract the performance of its fencing, signage, and security obligations or other maintenance services described under this Agreement. No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this Agreement. Each Party shall be solely responsible for the acts, omissions, or defaults of its subcontractors. Each subcontractor shall in any event comply with relation thereto. Each Party shall be solely responsible for the payments to be made to any subcontractors by the terms and conditions provided in any subcontracts it has entered into. Any subcontractor must be included in the subcontracting Party’s insurance coverage under this Agreement.

**Section 9. Notice.** Any notice required or permitted under this Agreement shall be sent to the following Party representatives:

**If to Sheep Farmer:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

<sup>20</sup> Include if this is a multi-year contract.  
<sup>21</sup> Insert additional safety measures if applicable.  
<sup>22</sup> Insert this provision if applicable.

Email Address: \_\_\_\_\_

**If to Solar Site Manager:**

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Section 10. Indemnification.** Sheep Farmer agrees to indemnify and hold harmless Solar Site Manager from all claims arising from any injury (or death) to Sheep Farmer’s sheep, any injury (or death) to persons on the Solar Site directly caused by Sheep Farmer’s sheep, or any damage to Sheep Farmer’s sheep infrastructure on the Solar Site, unless such injury, death, or damage is the result of the negligence or willful misconduct of Solar Site Manager or Solar Site Manager’s employees, subcontractors, and agents.

Solar Site Manager agrees to indemnify and hold harmless Sheep Farmer from all claims arising from any injury (or death) to persons on the Solar Site (other than those directly caused by Sheep Farmer’s sheep) or any damage to personal property on the Solar Site (other than Sheep Farmer’s sheep infrastructure), including damage to perimeter fencing or solar panel wiring and racking systems and any other electrical infrastructure or other personal property on the Solar Site caused by the natural activity of the sheep, unless such damage is the result of the negligence or willful misconduct of Sheep Farmer or Sheep Farmer’s employees, subcontractors, and agents. Solar Site Manager agrees to indemnify and hold harmless Sheep Farmer from all costs associated with maintaining, repairing, or cleaning solar panels and Solar Site equipment in accordance with Section 6(h).

**Section 11. Insurance.** Parties will comply with the insurance terms specified in the insurance agreement, attached hereto as Exhibit D.

**Section 12. Assignment.** Either Party’s duties, obligations, and responsibilities under this Agreement may not be delegated nor its interests assigned to any third party without the prior written consent of the other Party.

**Section 13. Severability.** The Parties acknowledge and agree that should any provision of this Agreement or the application of such provision to the Parties, any other person(s) or circumstance(s) be ruled contrary to law in any way, by any Court or any authorized agency, the remainder of this Agreement or other provisions shall not be affected by such ruling.

**Section 14. Governing Law.** This Agreement shall be construed and governed by the laws of the State of *[state in which work is rendered]*<sup>23</sup>.

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<sup>23</sup> Insert the state in which the services under this Agreement will be rendered.

**Section 15. Compliance with Applicable Laws.** Both Parties and their employees, representatives, and agents, shall comply at all times with all present or future applicable laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the services performed pursuant to this Agreement, as may from time to time be promulgated by federal, state or local governments and their authorized agencies.

**Section 16. Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights will not be construed as a waiver of any such provision or the relinquishment of such right.

**Section 17. Entire Agreement.** This Agreement constitutes the entire agreement between Sheep Farmer and Solar Site Manager and supersedes any prior oral or written agreement with respect to the subject matter of this Agreement.

**Section 18. Amendments.** This Agreement may be modified or amended only by written agreement fully executed by the Parties.

**Section 19. Sale of Lamb Meat.** Any agreement between the Parties to buy or sell lamb meat shall be made separate from this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

**Sheep Farmer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

**Solar Site Manager:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**SOLAR SITE DESCRIPTION**

Solar Site Name: \_\_\_\_\_

Solar Site Address: \_\_\_\_\_

\_\_\_\_\_

Estimated Acreage: \_\_\_\_\_

Description of Solar Site (narrative description and/or attach photograph or map that clearly depicts Solar Site boundaries):

**EXHIBIT B**  
**VISITORS' ORIENTATION AND RULES**

Name of Solar Site(s) and Address(es):

**Visitors:**

- “Visitor” includes: (1) Any person who is visiting the Solar Site for a short duration and who will not perform work at the site, and (2) Any contract employee who does not normally perform extended work at the site such as a delivery driver.
- No vehicle(s) (cars, pickup trucks, trucks, trailers) are allowed in the Solar Site, unless for loading and unloading during the performance of the agreed-upon service, and only upon Solar Site Manager or Solar Site Manager’s point of contact’s consent. In the event of vehicle access (for example, for loading and unloading purposes), the vehicle must park in the open area just next to the gate entrance. Under no circumstances are vehicles allowed around the solar arrays.
- All visits must be communicated to Solar Site Manager or Solar Site Manager’s point of contact.
- ALL VISITORS ACCESS THE SOLAR SITE MUST SIGN THE FORM ON THE FOLLOWING PAGE.

**You May Be Asked to Leave the Site:** (1) For not abiding by safety rules, (2) in the case of an emergency, or (3) for any other reasons or demands upon the escort.

**PPE Required:** (1) Steel-toe boots, (2) gloves, (3) safety glasses, (4) reflective vest or other reflective clothing, (5) working pants, and (6) \_\_\_\_\_  
\_\_\_\_\_.

**Incident Reporting:** All accidents, injuries, near misses, and other incidents must be reported immediately to Solar Site Manager or Solar Site Manager’s point of contact.

**Material Handling:** (1) Must use proper lifting technique at all time, and (2) must get help for materials weighing over 50 pounds, materials that are longer than 10 feet in length, and for materials that are awkward in shape.

**Training:** It is your employer’s responsibility to provide the training you may need to perform your job. If you are asked to perform a task that you are not trained for, STOP and DO NOT perform task. Contact your employer. NEVER perform any task without the proper training.

**Zero Incident Performance:** (1) NO cell phone use while operating equipment or vehicles, (2) NO horseplay, (3) NO stealing, (4) NO illegal drug use, (5) NO alcohol use, (6) NO use or presence of fire arms, and (7) NO smoking.

**EXHIBIT B**  
**VISITORS' ORIENTATION AND RULES**  
**(continued)**

**EACH PERSON ACCESSING THE SOLAR SITE MUST SIGN THIS FORM!**

**Basic Site Safety Rules:** These Basic Site Safety Rules are in addition to any rules, regulations, or requirements required by any public agency within the appropriate jurisdiction.

Please read the following:

I understand that it is my responsibility to learn and follow all the applicable safety rules and regulations that pertain to my scope of work and visit to this site.

I also understand that it is my ultimate responsibility to ensure that my work area is safe prior to entering and performing work. I have had the opportunity to ask questions, and I understand that violation of the Solar Site safety rules contained herein Exhibit B, as well as any additional rules that I have been made aware of, may result in disciplinary action, including removal from the Solar Site. Have had the opportunity to ask questions about any Solar Site-specific hazards and conditions, and I am aware of where I may obtain further information regarding the safety rules (i.e. Operator's Safety Manual). In consideration for granting permission to the undersigned to enter such premises, the undersigned does hereby **RELEASE AND FOREVER DISCHARGE** Operator, their agents and servants, and all other persons, firms and corporations connected therewith of and from any and all liability, actions, claims, demands, or suits whatsoever for personal injuries or death suffered or resulting from any acts or omissions of said company whether from known or unknown, apparent or unapparent hazards on the jobsite.

I have read and understood the information contained in this orientation and agree to be bound by the rules of the Solar Site.

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Purpose of Visit:**

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**  
**MEET THE GRAZING SHEEP**

***MEET THE GRAZING SHEEP***

Hello! Welcome to the Solar Site. This Solar Site has grazing sheep. These sheep are owned or managed by a local farmer and will be kept at this site as a way to manage the site vegetation.

Sheep are friendly but can be scared easily by loud noises, stray dogs, people chasing them, and other threats. Please treat the sheep with respect.

Sometimes the sheep will have a portable electric fence around them called an *electronet*. The electricity in this fence is low voltage and designed to give the sheep a gentle reminder about where to stay.

The electronet is controlled at the *solar power charger* or at an *auxiliary power unit*. The electronet may be turned off, but simply stepping over the fence is preferred. **If you turn the electronet off during your visit, please TURN IT BACK ON before you leave.**

When you visit the solar site, here are a few guidelines to follow:

1. You may contact \_\_\_\_\_ at \_\_\_\_\_ for emergencies.
2. Please CLOSE THE GATES! The sheep can escape if you do not close the gates.
3. Please do not feed or approach the sheep.
4. Remain calm and avoid eye contact with sheep.
5. All photos and media coverage are prohibited without permission from appropriate authorities.
6. Please leave all fencing, chargers, and other sheep supplies where you found them.

Thank you! And please close the gates behind you!

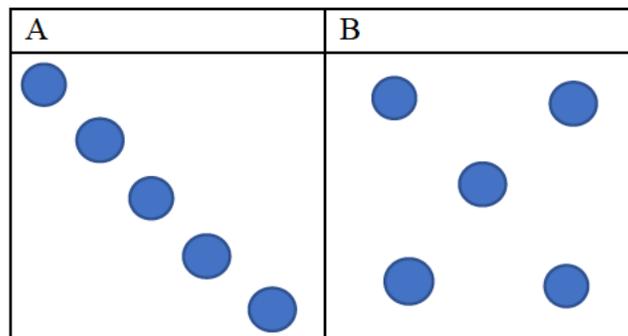


**EXHIBIT E**  
**ASGA PASTURE SAMPLE COLLECTION GUIDE**

**Equipment:**

1. Uniform, pre-weighed sampling bags
2. Markers to label the bags
3. 1 square foot, stable, frame
4. Clippers

**Step 1:** Identify sampling pattern on site (i.e. A or B below). A minimum of 5 samples is necessary. If the site exceeds 50 acres, areas of similar vegetation should be identified, quantified, and a minimum of 5 samples should be taken from each of these areas. Samples should be taken from representative areas of the pasture.



**Step 2:** Use frame to clip 1 square foot of pasture (every species needs to be included, avoid soil contamination).

**Step 3:** Bag each sample in a separate bag and label the bag with:

- Date and name, and
- Site and subsample number.

**Step 4:** Weigh each bag, subtract the empty bag weight, and record the sample site and subsample number. Use the average weight to calculate available forage per acre.

**Step 5:** Mix one pooled sample out of each 5 subsamples for analysis in the lab.

**Step 6:** Use analyzed sample DM to calculate available DM per acre.

**Step 7:** Use TDN to establish available TDN per acre.

**Step 8:** Calculate available DM and TDN per animal.

**Step 9:** Compare with NRC (2007) requirements.



# SCOTT LAND YARD GROUP

## Commercial land Grazing

### Scope of Work

Scope of work proposal for Distributed Sun, LLC All Work required herein shall be performed in accordance with these specifications and to the sole satisfaction of Renewable Properties, LLC, Inc and affiliated parties The appropriate licenses, permits, insurances and certifications are the sole responsibility of Scott Land Yard Group hereafter referred to as “the contractor”.

All work will be performed by qualified employees in a manner that will meet or exceed accepted Industry practices.

All labor & material are the responsibility of the contractor unless otherwise specified. Any deviation from this specification resulting in extra charges is to be approved in advance by Distributed Sun, LLC. Contractor may be asked to perform out of scope work like mowing the exterior perimeter of the fence fixing fence, or remove any weeds witch the sheep don’t eat that are touching the panels. Any invoice for additional work must be approved by the Property Manager, invoiced separately, and reference the Work Order number unless otherwise specified in righting.

Contractor agrees to farm the site known as New Michigan Solar LLC Project, CR30 I Solar LLC and CR30 II Solar LLC Projects in a manor constant wit the wishes of the existing land owner and use organic farming practices

Contractor agrees to provide a number of sheep, to be determined each year based on weather and grass growth, capable of maintaining vegetation that sheep eat at an acceptable level. During the growing season. No less than 1 and no more than 8 sheep per acre depending on the changing capacity of the sight. Sustained rotational grazing seasonally will maximize the regenerative growth and carbon sequestration. Permission is granted for over winter holding and on site feeding to further the natural fertilizing of the soil.

Contractor will furnish and maintain a Honey bee hive on site to increase native pollinators and diversify farm revenue.

This location has been proposed for research and development of new Agrivoltaic land uses to maximize the farming potential

Distributed Sun, LLC, Inc agrees to pay a set cost for the year based on each fenced in acre plus applicable taxes for this service.

Contractor is responsible for checking the fence line to make sure sheep are adequately secure and safe from predators, if a repair is to be made then the contractor will submit a quote and photos for Pryor approval for repairs.

Contractor must provide rates per hour for labor and equipment in the event emergency work must be done, ie. Fixing fence due to accident or storm damage.

Contractor may add or take sheep away from herd as the land, weather and management require granted the flock remains capable of maintaining weeds and grass at an acceptable height.

Contractor is responsible for mobilization, healthcare, animal husbandry, providing adequate potable/ fresh water for the number of sheep on site.

Contractor will check on sheep and grass levels a minimum of once weekly. Contractor is responsible for maintaining farm animal insurance and carrying Distributed Sun, LLC and involved parties as additional insured clients. Contractor is responsible for any damages to personal or public property caused by sheep.

Typically sheep are brought to site in May and removed in October however Sheep may be mobilized to the site earlier or removed earlier based on contractor's recommendation and site conditions.

Contractor must provide contact information for the herd manager at each access point in a permanent and visibly manor and also have sufficient safety information for other contractors accessing the site and a safety brief with their management

Additional Costs per hour for work agreed to outside SOW

Cost labor	[REDACTED]
Mowing with flail mower	[REDACTED]
Power tools +	[REDACTED]
Trucking or deliveries	[REDACTED]
Plowing per 100 yards per 4"	[REDACTED]
Skidsteer or track loader	[REDACTED]
Excavator	[REDACTED]



# Appendix B



**Note:** This is an example contract to provide the Planning Board with an understanding of the terms and conditions associated with this type of arrangement.

## AMERICAN SOLAR GRAZING ASSOCIATION, INC. SOLAR BEEKEEPING AGREEMENT TEMPLATE

*This template was developed by Stephanie Sioufas and Ibadete Lita, student attorneys at the Food and Beverage Law Clinic, with the supervision of Jonathan Brown and Jemma Khoury-Hanna, in collaboration with the American Solar Grazing Association, Inc. and with co-sponsorship by Fresh Energy, American Beekeeping Federation, National Center for Appropriate Technology, and Pollinator Partnership. The Food and Beverage Law Clinic is a part of John Jay Legal Services, Inc., a non-profit legal services organization housed at the Elisabeth Haub School of Law at Pace University. The Food and Beverage Law Clinic represents farmers, food and beverage entrepreneurs, and non-profit organizations seeking to improve our food system.*

*We would like to give a special thanks to Rob Davis of Fresh Energy, John Jacobs of Old Sol Apiaries, Mary Kate MacKenzie of Cornell Cooperative Extension, and Dustin Vanasse of Bare Honey for providing us with invaluable feedback that helped shape this document.*

*This document was last updated on June 22, 2021. It is intended to serve as a living document that may be updated from time to time, and we welcome feedback on how to improve this template based on the experience of readers implementing their own solar site apiaries. This document does not reflect or constitute legal advice. Your use of this document does not create an attorney-client relationship with the Food and Beverage Law Clinic or any of its lawyers or students.*

### **BACKGROUND AND BENEFITS OF SOLAR SITE APIARIES**

This document is a template for a contract between a solar site operator and a beekeeper for the establishment and maintenance of a “solar site apiary,” i.e. an arrangement in which beehives are maintained at a solar site. These arrangements may provide a number of benefits to both solar site operators and beekeepers. For solar site operators, co-location of an agricultural use with solar energy may help meet pollinator scorecard requirements, which are incorporated into siting laws in some states and may otherwise be relevant. The vegetation required for pollinator habitats may also make solar sites more aesthetically pleasing and fit in better in agricultural areas. For beekeepers, a solar site can serve as a secure, long-term location for beehives, and there is a potential market demand for honey produced in conjunction with solar energy.

Beyond the direct benefits to solar site operators and beekeepers, solar site apiaries offer important environmental and other benefits. Pollination is an essential ecological function without which

humans would not survive. Despite the importance of pollinators, pollinator population numbers have been declining around the world, primarily due to habitat loss, non-native invasive species, pesticides, climate change, and parasites and diseases. Solar site apiaries are one way to help address the loss of pollinator habitats and to maintain healthy pollinator populations. In addition, pollinator-friendly vegetation mixes have been proven to revitalize soil and to be effective in sequestering carbon.

## **INSTRUCTIONS FOR USING CONTRACT TEMPLATE**

This document is a template; it is not a one-size-fits-all contract. All provisions that are *[red, italicized, and bracketed]* and all provisions with blank spaces (\_\_\_\_\_) and/or guidance footnotes should be addressed by the parties, in addition to any other changes the parties may negotiate. Additionally, some clauses may not be of necessity based on the desired contractual relationship, and some matters that parties may wish to address may not be included in this template; therefore, it's left up to the parties to thoroughly negotiate particular provisions.

## **CERTAIN KEY CONSIDERATIONS**

The following are a few key considerations that should be discussed prior to using this template, and that may require changes or supplemental materials depending on the circumstances of the parties using this template:

### **Economic Compensation**

There are a number of different options for payment and economic compensation for the relationship between the solar site operator and the beekeeper. While this is still an evolving space, the practice that has developed in most instances of solar site apiaries is that the solar site operator provides payment to the beekeeper in some form for the benefits accruing to the solar site operator from having beehives at the site. This template contemplates that this payment will be in the form of a periodic fee for services over a specified period of time. Alternative arrangements include a payment of a single upfront fee to the beekeeper covering the services for the entire term of the contract, or a contractual commitment by the solar site operator to buy a certain amount of honey from the beekeeper at an agreed premium price. In the event that the parties wish to use a payment structure that is not a periodic fee for services, adjustments must be made to this agreement.

### **Standard for Quantifying Beekeeping Services**

Assuming that the solar site operator will be paying the beekeeper in the form of a fee for services, it is important to have a clear standard quantifying what services the solar site operator is contracting the beekeeper for. In some circumstances it may be important to the solar site operator

that the land subject to the agreement qualify as “land used in agricultural production” (or similar terms) under relevant state law. In those cases, it may be appropriate to define the beekeeper’s “services” as maintaining a beekeeping operation that causes the site to qualify as land used in agricultural production under the relevant state law. In other cases qualifying as “land used in agricultural production” (or similar terms) may not be applicable or may not be what is driving the arrangement; in those cases, it may be appropriate to instead define the beekeeper’s “services” as maintaining a minimum number of hives at the site for a minimum period of time per year. This agreement includes both of these approaches as options in Section 1.

### **Beekeeping Practices**

The parties should discuss the beekeeping practices that will be used on the solar site. There are regional beekeeping associations that discuss and provide beekeepers with best management practices and industry research. Although it is not required, some solar site operators might request that the beekeeper be a member of a local beekeeping association or follow certain best management practices.

### **Location of Apiary**

Apiaries can be located on any part of the land owned or leased by the solar site. In determining the location of an apiary, issues to consider include access, security, shade from buildings or tall trees, typical wind patterns, and proximity to solar panels. This template contemplates that the apiary will be outside of the main perimeter fencing to the solar site, with electrical fencing around the apiary to protect the hives from bears. Some beekeepers and solar site operators prefer this approach as it gives each party their own designated and separate space and reduces bee excrement on the solar panels. In other cases, the parties may be comfortable locating the apiary within the main perimeter fencing of the solar site. In the event that the parties wish to locate the apiary within the main perimeter fencing, adjustments must be made to this agreement (including adjustments to the provisions on access, fencing, and vegetation management).

### **Ownership of Property Where Solar Site is Located**

If the solar site is located on land that the solar site operator leases rather than owns, it must be determined whether or not the solar site operator has the authority to enter into this agreement under the terms of the lease. If the solar site operator does not have the authority to enter into this agreement, express consent of the landlord would need to be obtained. In some cases, landlords have required written agreements with the beekeeper establishing certain terms for the use of the property for this purpose. In some cases, non-operator landlords are incentivized by the exchange of honey or other arrangements.

## **Partnering in Sale of Honey**

In some circumstances the solar site operator and beekeeper may wish to partner with one another in the collection, packaging, and distribution of honey. If the parties are interested in this type of partnership, they should address the partnership separately or change this agreement accordingly.

## **Educational Services**

In some circumstances the solar site operator may want the beekeeper to provide educational services, which could include information sessions for the general public, schools, or staff of the company that showcase the bee colonies and how they live on the solar site. If the solar site operator is interested in hosting educational services, additional considerations around payment and liability waivers should be addressed.

*The above instructional pages are not part of the contract.*

## SOLAR BEEKEEPING AGREEMENT

This Solar Beekeeping Agreement (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_, by and between *[Beekeeper Name]* (“Beekeeper”) and *[Solar Site Manager Name]* (“Solar Site Manager” and, together with Beekeeper, each a “Party” and collectively the “Parties”).

### RECITALS

WHEREAS, Solar Site Manager is the *[owner/operator]* of *[name of Solar Site]*, located at *[address of Solar Site]* (the “Solar Site”) and more fully described on Exhibit A hereto, and wishes to obtain the benefits of having honeybee colonies located at the Solar Site;

WHEREAS, Beekeeper owns the beehives and beekeeping equipment that will be used on the Solar Site and wishes to use the Solar Site as a space to relocate and maintain Beekeeper’s beehives; and

WHEREAS, the Parties desire and intend to enter into this Agreement to facilitate the maintenance of Beekeeper’s beehives at the Solar Site.

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein by reference and covenants made herein and other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

### TERMS OF THE AGREEMENT

#### Section 1. Beekeeping Management Services.

- a. **OPTION A<sup>1</sup>:** *[Beekeeper shall maintain a bona fide beekeeping operation in the Apiary (as defined below) that causes [the Solar Site][describe portion of Solar Site]<sup>2</sup> to qualify as [“land used in agricultural production”]<sup>3</sup> under [reference applicable state law] during the Agreement Term.]*

*OR*

<sup>1</sup> As referenced in the instructions section above, use this option if appropriate for the standard of Beekeeper’s services to be tied to causing the site (or a portion of the site) to qualify as “land used in agricultural production” (or similar terms) under relevant state law. Adjustments to this provision may need to be made based on the requirements of the relevant state law.

<sup>2</sup> If entire Solar Site is expected to qualify as land used in agricultural production based on the beekeeping services, reference the Solar Site. If a portion of the Solar Site is expected to qualify, describe that portion.

<sup>3</sup> Use applicable term under the relevant state law.

OPTION B<sup>4</sup>: [Beekeeper shall maintain at least *[number]*<sup>5</sup> bee colonies in the Apiary (as defined below) during the period of *[annual begin date]* to *[annual end date]*<sup>6</sup> for each year during the Agreement Term.]

- b. Solar Site Manager shall provide a suitable place or places at the Solar Site to locate the hives (the “Apiary”) in accordance with Section 8, and shall provide for the maintenance of vegetation management, fencing, and signage for the Apiary in accordance with Sections 5 and 8. A map or description of the location and approximate square footage of the Apiary is included in Exhibit A hereto.

## **Section 2. Agreement Term.**

The term of this Agreement (the “Agreement Term”) is *[[number] year(s)]*<sup>7</sup>, commencing on *[begin date]* and ending on *[end date]* (the “Termination Date”).

## **Section 3. Payment.**

Solar Site Manager shall pay Beekeeper for the services provided herein according to the following payment terms and schedule: *[insert \$ fee and payment schedule for each year of the Agreement Term]*<sup>8</sup>

## **Section 4. Bee Management, Health, and Welfare.**

- a. Beekeeper shall be responsible for all transportation of bees and related equipment to and from the Solar Site.
- b. Beekeeper shall be responsible for the health and wellbeing of bees.
- c. *[Beekeeper shall keep a swarm trap in the Apiary.]*<sup>9</sup>

<sup>4</sup> As referenced in the instructions section above, use this option if *not* appropriate for the standard of Beekeeper’s services to be tied to causing the site (or a portion of the site) to qualify as “land used in agricultural production” (or similar terms) under relevant state law. Instead, this option quantifies Beekeeper’s services by a minimum number of colonies during a minimum period of time per year.

<sup>5</sup> Insert minimum number of bee colonies to be present at the Solar Site during the season. A suggested starting place is one colony per four acres (for example, 25 bee colonies for a 100-acre solar site), but there is no established standard and parties should discuss to arrive at appropriate ratio.

<sup>6</sup> Insert beginning and end date of the season during which bees must be present at the Solar Site during each year of the contract (this differs from the Agreement Term in Section 2, which refers to the beginning and end date of the entire contract). This template does not include specific dates due to regional differences, but the specified season should (A) include all months in which temperatures are above 60 degrees to ensure that the bees are present at the Solar Site during times where forage, pollination, and honey production is occurring, *except for* (B) a limited period of time at the beginning of the beekeeping season when the Beekeeper may use the colonies for commercial pollination contract.

<sup>7</sup> Insert total number of years of the contract.

<sup>8</sup> As the parties see fit, the payment options could be changed based on the agreement between both parties. As noted in the introductory pages, alternative payment arrangements may include a payment of a single upfront fee to the beekeeper covering the services for the entire term of the contract, or a contractual commitment by the solar site operator to buy a certain amount of honey from the beekeeper at an agreed premium price.

<sup>9</sup> Recommended in order to reduce likelihood of bee swarms on solar panels.

- d. If there is a water supply on the Solar Site, Solar Site Manager shall provide Beekeeper adequate access to the water supply for purposes of Beekeeper providing water for the bees, and Solar Site Manager shall not remove such water supply without Beekeeper's written consent.<sup>10</sup>
- e. Solar Site Manager shall provide prompt verbal notice to Beekeeper if Solar Site Manager becomes aware that any of the beehives appear to be suffering from damage or accident, followed by written notice within twenty-four (24) hours.

## **Section 5. Vegetation Management and Pollinator-Friendly Vegetation.**

- a. [Solar Site Manager shall be responsible for all vegetation management in the Apiary and on the Solar Site.]<sup>11</sup>
- b. Solar Site Manager shall have provided a copy of a vegetation maintenance plan and vegetation maintenance contract for the Solar Site to Beekeeper prior to execution of this Agreement and shall notify Beekeeper of any changes to such plan or contract through the Agreement Term. Solar Site Manager shall adhere to such vegetation maintenance plan in all material respects throughout the Agreement Term and shall not change such plan without Beekeeper's written consent.
- c. Solar Site Manager shall provide contact information for the Solar Site's landscaper to Beekeeper to ensure open communication between Beekeeper and the landscaper.
- d. Solar Site Manager shall cause the Solar Site to have vegetation and other features beneficial to pollinators, as follows:
  - i. Prior to the parties entering into this Agreement, Solar Site Manager shall have provided Beekeeper a completed pollinator-friendly solar scorecard for the Solar Site, in the form of [reference applicable scorecard to be used]<sup>12</sup>, completed no more than two years prior to the date of this Agreement. Solar Site Manager represents and warrants that such scorecard is accurate as of the date provided to Beekeeper, and acknowledges that Beekeeper is entering into this Agreement in part on reliance on the scores indicated on such scorecard.
  - ii. Solar Site Manager shall maintain the vegetation throughout the Agreement Term such that it would not result in lower scores than those indicated on such initial scorecard, and Solar Site Manager shall provide an updated scorecard to Beekeeper on an annual basis within 30 days after each anniversary of the beginning of the Agreement Term, which delivery will be deemed to constitute a representation and warranty by Solar Site Manager that such scorecard is accurate as of such date.

<sup>10</sup> The beekeeper should take steps to satisfy his or herself, prior to entering into the agreement, that there are adequate water sources to maintain healthy colonies.

<sup>11</sup> Alternatively, the parties may wish to have the Beekeeper responsible for vegetation management within the Apiary.

<sup>12</sup> A state-neutral pollinator-friendly solar scorecard is available at: [https://2lwej44565rn2mmjlk31pmwq-wpengine.netdna-ssl.com/wp-content/uploads/2020/01/Pollinator\\_FriendlySolar\\_Scorecard.pdf](https://2lwej44565rn2mmjlk31pmwq-wpengine.netdna-ssl.com/wp-content/uploads/2020/01/Pollinator_FriendlySolar_Scorecard.pdf). Some states have their own state pollinator-friendly solar scorecards.

- e. Solar Site Manager shall cooperate with Beekeeper and take into reasonable consideration Beekeeper's recommendations about vegetation management to ensure that there is adequate food for the bees throughout the Agreement Term to the extent possible in accordance with normal weather patterns. Solar Site Manager shall take reasonable efforts to address concerns raised by Beekeeper during the Agreement Term about vegetation management issues affecting the bees, including without limitation invasive weeds, pests, and timing of mowing.

#### **Section 6. Use of Herbicides, Pesticides, and Fungicides.**

- a. Solar Site Manager shall not apply any pesticides, herbicides or fungicides to the Solar Site during the Agreement Term nor immediately prior to the Agreement Term if the residue would endanger the colonies.
- b. Notwithstanding the foregoing, the following herbicides are mutually agreed to be permitted outside of floral blooming time: *[list any allowed herbicides]*.
- c. Without limiting the foregoing restrictions, in the event that there are any pesticides, herbicides or fungicides present on the Solar Site, Solar Site Manager shall properly dispose of all pesticide, herbicide, or fungicide solutions in such a manner that bees will not be able to contact the material while searching for a water/food source.

#### **Section 7. Apiary Location and Access.**

- a. Solar Site Manager shall provide a suitable location for the Apiary, which must *[(i) be located outside of the perimeter fence of the Solar Site]<sup>13</sup>* and (ii) have an access road and be accessible by truck or other vehicles used in handling and servicing the colonies.
- b. Solar Site Manager shall provide for the clearing of the access road during inclement weather, including snow and ice.
- c. Solar Site Manager shall provide Beekeeper with twenty-four (24) hour access to the Apiary during the Agreement Term.
- d. In the event that Solar Site Manager needs to enter the Apiary, Solar Site Manager shall provide Beekeeper with twenty-four (24) hour advance notice before accessing the Apiary so that Beekeeper may appropriately manage the bees during such access.
- e. In the event that the Apiary is moved to a different location at the Solar Site as agreed by the parties, Solar Site Manager shall ensure fencing and signage is appropriately moved to the new location and that Beekeeper has adequate access to the new location.
- f. Beekeeper shall keep Solar Site access details confidential.

#### **Section 8. Fencing, Signage, Security, and Solar Panel Maintenance.**

<sup>13</sup> As noted in instructions, this template assumes parties will want Apiary to be located outside of the main perimeter fencing for the solar site. If parties wish to locate it within main perimeter fencing, adjustments should be made.

- a. [Solar Site Manager shall provide permanent, secure perimeter electric fencing around the Apiary to ensure that predators cannot enter the Apiary.<sup>14</sup> Secure perimeter electric fencing means that such fencing (i) is connected to the ground, (ii) has an electrical current of a minimum of 7,000 volts,<sup>15</sup> (iii) surrounds the entirety of the Apiary, (iv) has a lock securing the fencing,<sup>16</sup> and (v) has an electrical switch and gate for Beekeeper to turn off the electric fence and enter the fenced area. Solar Site Manager shall be responsible for all costs associated with obtaining, maintaining, repairing and installing fencing and signage, along with all electrical costs.]
- b. Solar Site Manager shall post signage at the entrance gate to the Apiary and at *[additional locations]* to alert visitors that bees are present on the Solar Site and to direct visitors to avoid touching the electrical fence. The following notice serves as an adequate signage message:

**[CAUTION: BEES ON SITE  
DO NOT TOUCH ELECTRICAL FENCE  
DO NOT ENTER APIARY WITHOUT SUPERVISION]**<sup>17</sup>

- c. Solar Site Manager shall not permit anyone to enter the Apiary without written consent from Beekeeper.
- d. Beekeeper is permitted to inspect the electrical fencing and gate periodically throughout the Agreement Term.
- e. Beekeeper shall be permitted to install surveillance technology, gate alarms, or other systems to monitor the Apiary.
- f. Solar Site Manager shall be responsible for costs associated with maintaining, repairing, or cleaning solar panels and Solar Site equipment, including when the need for such maintenance, repairs, or cleaning is caused by the natural activity of the bees, such as bee excrement.

## **Section 9. Subcontractors.**

- a. Beekeeper authorizes Solar Site Manager to subcontract its signage, fencing, vegetation management, road management, security obligations, and other maintenance services described within this Agreement.

<sup>14</sup> The secured perimeter should be added as deemed appropriate by the Beekeeper, or as agreed by both parties. In the event that the area is one not impacted by bears and the parties are not concerned about theft, the fencing may not be needed.

<sup>15</sup> The voltage is the minimum suggested for deterring bears.

<sup>16</sup> The lock is to prevent theft of bees.

<sup>17</sup> This is only suggested language; parties can modify as they see fit. It may be appropriate to have Solar Site Manager's insurance company approve this language.

- b. Solar Site Manager authorizes Beekeeper to subcontract the activities associated with beekeeping, including but not limited to transportation of bees, health assessment of bees, feeding of bees, and removal of honey.
- c. No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this Agreement. Each Party shall be solely responsible for the acts, omissions, or defaults of its subcontractors. Each Party shall be solely responsible for the payments to be made to any subcontractors by the terms and conditions provided in any subcontracts it has entered into.
- d. Any subcontractor must be included in the subcontracting Party’s insurance coverage under this Agreement.

**Section 10. Notice.**

Any notice required or permitted under this Agreement shall be sent to the following Party representatives:

If to Beekeeper:

Name:

Address:

Phone Number:

Email Address:

If to Solar Site Manager:

Name:

Address:

Phone Number:

Email Address:

**Section 11. Termination.**

- a. Termination by Solar Site Manager.
  - i. By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement prior to the Termination Date for Beekeeper’s material breach of any of its obligations under this Agreement; provided, however, that if such default is capable of cure, then such notice shall be subject to a <sup>18</sup> day cure

<sup>18</sup> Insert a cure period. This cure period is the amount of time Beekeeper has to remedy a material breach of this Agreement without penalty. For example, a 30-day cure period would give the Beekeeper 30 days to cure the material breach from the date the Beekeeper received notice from the Solar Site Manager of the material breach (if the material breach is capable of cure).

period from the date thereof, and if the defaulting Party cures such default prior to the expiration of such period, termination shall not take place.

- ii. No termination by Solar Site Manager shall relieve Solar Site Manager of its obligation to pay Beekeeper for services properly performed prior to such termination. Such payment shall be adjusted on a ratable basis accordingly. Solar Site Manager shall reimburse Beekeeper for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit. In no event shall termination costs plus all compensation paid hereunder exceed the total price agreed for the services under this Agreement.
  - iii. By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement without cause prior to the Termination Date, provided that Solar Site Manager shall pay Beekeeper the entire price of the contract in accordance with Section 3 upon such termination without cause.
- b. Termination by Beekeeper
- i. By written notice effective upon receipt, Beekeeper shall have the right to terminate this Agreement prior to the Termination Date (A) for Solar Site Manager's failure to make a required payment in accordance with Section 3; (B) for Solar Site Manager's material breach of any of its other obligations under this Agreement; provided, however, that if such default under this clause (C) is capable of cure, then such notice shall be subject to a [ ]<sup>19</sup> day cure period from the date thereof, and if the defaulting Party cures such default prior to the expiration of such period, termination shall not take place; or (C) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar beekeeping for the remainder of the Agreement Term.
  - ii. No termination by Beekeeper shall relieve Solar Site Manager of its obligation to pay Beekeeper for services properly performed prior to such termination. Such payment shall be adjusted on a ratable basis accordingly.
- c. Beekeeper's Right to Perform Solar Site Manager's Obligations.
- i. If Solar Site Manager fails to perform any of its obligations set forth under Section 4, 5, 6, 7 or 8, and such failure continues twenty-four (24) hours after notice from Beekeeper (except in the case of an emergency when no notice shall be necessary), Beekeeper may, but shall not be obligated to, perform Solar Site Manager's obligations or perform work resulting from Solar Site Manager's acts, actions, or

<sup>19</sup> Insert a cure period. This cure period is the amount of time Solar Site Manager has to remedy a material breach of this Agreement without penalty. For example, a 30-day cure period would give the Solar Site Manager 30 days to cure the material breach from the date the Solar Site Manager received notice from the Beekeeper of the material breach (if the material breach is capable of cure).

omissions and Solar Site Manager shall reimburse to Beekeeper, upon demand, the total cost of such performance.

### **Section 12. Insurance.**

- a. Beekeeper shall maintain liability insurance coverage for bodily injury, death and property damage with minimum limits of **[\$1,000,000]** per occurrence and **[\$2,000,000]** in the aggregate, naming Solar Site Manager as an additional insured during the Agreement Term.<sup>20</sup>
- b. Solar Site Manager shall maintain liability insurance coverage for bodily injury, death and property damage with minimum limits of **[\$1,000,000]** per occurrence and **[\$2,000,000]** in the aggregate, naming Beekeeper as an additional insured during the Agreement Term.<sup>21</sup>

### **Section 13. Indemnification.**

- a. Solar Site Manager acknowledges that honeybees are not controlled by Beekeeper, may fly for miles from the Apiary to forage, and can sting.
- b. Solar Site Manager hereby releases and shall indemnify and hold harmless Beekeeper from all claims, liability, loss, damage or expense (“Losses”) arising from any injury or death to persons on the Solar Site or any damage to personal property on the Solar Site (other than Beekeeper’s bee infrastructure) caused by Beekeeper’s bees or beekeeping activity, including without limitation due to bee stings or bee swarms, except to the extent such Losses result from the gross negligence or willful misconduct of Beekeeper or Beekeeper’s employees, subcontractors, or agents.
- c. Solar Site Manager shall provide liability waivers to visitors notifying them of the presence of the bee colonies on the Solar Site.

### **Section 15. Assignment.**

Either Party’s duties, obligations, and responsibilities under this Agreement may not be delegated nor its interests assigned to any third party without the prior written consent of the other Party, except as otherwise expressly provided for herein.

### **Section 16. Severability.**

The Parties acknowledge and agree that should any provision of this Agreement or the application of such provision to the Parties, any other person(s) or circumstance(s) be ruled contrary to law in any way, by any Court or any authorized agency, the remainder of this Agreement or other provisions shall not be affected by such ruling.

### **Section 17. Governing Law.**

<sup>20</sup> Parties should discuss appropriate coverage and limits.

<sup>21</sup> Parties should discuss appropriate coverage and limits.

This Agreement shall be construed and governed by the laws of the State of *[state in which work is rendered]*.

**Section 18. Compliance with Applicable Laws.**

Both Parties and their employees, representatives, and agents, shall comply at all times with all present or future applicable laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the services performed pursuant to this Agreement, as may from time to time be promulgated by federal, state or local governments and their authorized agencies.

**Section 19. Waiver.**

The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights will not be construed as a waiver of any such provision or the relinquishment of such right.

**Section 20. Entire Agreement.**

This Agreement constitutes the entire agreement between Beekeeper and Solar Site Manager and supersedes any prior oral or written agreement with respect to the subject matter of this Agreement.

**Section 21. Amendments.**

This Agreement may be modified or amended only by written agreement fully executed and signed by the Parties.

*[The remainder of the page has been intentionally left blank. Signature page follows.]*

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates below their signatures.

**Beekeeper:**

*[INSERT NAME OF BEEKEEPER]*

*[Signature block if Beekeeper is an individual:]*

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

*[Signature block if Beekeeper is a business entity:]*

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

Name:

Title:

Date:

**Solar Site Manager:**

*[INSERT NAME OF SOLAR SITE MANAGER]*

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

Name:

Title:

Date:

**EXHIBIT A**

**SOLAR SITE AND APIARY DESCRIPTION**

Solar Site Name: \_\_\_\_\_

Solar Site Address: \_\_\_\_\_

\_\_\_\_\_

Estimated Acreage: \_\_\_\_\_

Apiary Location:<sup>22</sup> \_\_\_\_\_

<sup>22</sup> Include map or narrative description of the location and approximate square footage of the Apiary.

