

## Farm Co-use plan for Mulnite Solar 1463A

As part of the approved petition 1463 and subsequent 1463 A, the petitioner proposed an agricultural co-use of grazing sheep on site. Additionally, condition number 2 of the Siting Council decision and approval of the project requires a farm co-use plan. Below is the co-use plan for the proposed and approved project.

CF Mulnite LLC will manage the rotational grazing of sheep on the solar project once the project is complete with construction and the Storm Water General Permit with DEEP is terminated. CF Mulnite LLC will indemnify and hold harmless the Council, its agents, representatives and employees from any and all losses, claims, actions, costs and expenses, judgments, subrogations, or other damages resulting from any injury to a person or to property arising out of the presence of third-party farmers within the fenced solar facility site. See Attachment A.

The sheep will be rotated throughout the array in area units of five(5) acres. There will be approximately 15 sheep in the five(5) acre active grazing section. The grazing section will be secured by use of an electric fence. All of the array area outside of the five(5) acre grazing section will be allowed to rest between grazings. The 3<sup>rd</sup> party shepherd will be responsible for rotating the sheep through out the array area to prevent over grazing and destruction of soil and vegetation. CF Mulnite LLC will be responsible for hiring the 3<sup>rd</sup> party shepherd, ensuring that all grazing requirements are met, and will be the point of contact for concerned citizens or any questions. Signs will be posted on the exterior of the project fence to provide CF Mulnite LLC contact information.

The grazing requirements are as follows:

### Site Requirements

1. Proper site preparation will be completed to create a safe and productive environment for livestock. No debris from construction will be left in the array.
2. Proper soil preparation will take place including preliminary soil testing and the incorporation of soil amendments as needed.
3. No herbicides or pesticides will be used on the property.
4. Fencing around the solar site must completely enclose the grazing area without any holes or gaps.
5. CF Mulnite LLC will work with Shepherd to provide the necessary within the solar site to create grazing paddocks. Fencing is also necessary to keep livestock out of hazardous areas including roads, catch basins, transformers, drainage ditches, and containment ponds.
6. If shepherd will utilize guardian dogs, they should be aware of the significant training required to implement such a program. Texas A&M has created an introduction to using guardian dogs that can be found here: <https://sanangelo.tamu.edu/research/lgd/>

7. Signs must be installed around the exterior fencing of the solar site announcing the presence of livestock and providing contact information for the Shepherd for CF Mulnite LLC.

#### Livestock Health and Wellness

1. A reliable water source will be provided for the sheep. The water source, whether surface or groundwater, shall be tested for contaminants prior to livestock being brought to the site.
2. Livestock cannot have access to waterways, ponds, etc.
3. A productive and nutritious forage needs to be established and maintained. CF Mulnite LLC will work with a grazing expert to select a forage mix that is suitable for the climate, soil quality, and livestock. CF Mulnite LLC will not expect to graze sheep on the site until the forage has had a full growing season to establish.
4. Shepherds will use proper stocking rates to ensure that a sufficient quantity and quality of forage is available for the livestock.
5. Shepherds will be required to perform mandated health checks on their sheep which shall include:
  - a. All animals should be officially identified with either an 840 tag or Scrapie tag [https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/Title\\_22Subtitle\\_22-278-A/](https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/Title_22Subtitle_22-278-A/)
  - b. Regular monitoring of body condition, foot health, and visible signs of injury or illness.
  - c. Mandatory, at least annually, health check performed by a veterinarian including all vaccinations deemed necessary at the veterinarian's discretion including a yearly rabies vaccine that is labeled for use in sheep - [https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/Title\\_22Subtitle\\_22-359/](https://eregulations.ct.gov/eRegsPortal/Browse/RCSA/Title_22Subtitle_22-359/)
6. If sheep come from out of state, all imported animals need to meet all importation requirements. [CTImportRequirements2021.pdf](#)
7. If a dog or any animal other than sheep will be on site, they must be vaccinated for rabies. Dogs must be licensed. Records must be kept up to date and provided upon request. [https://www.cga.ct.gov/current/pub/chap\\_435.htm#sec\\_22-338](https://www.cga.ct.gov/current/pub/chap_435.htm#sec_22-338)

#### Education and Training

1. CF Mulnite LLC to ensure there is an adequate plan for care and management of the

sheep and training for anyone working at the site to ensure that both worker and animal welfare is effectively managed.

2. CF Mulnite LLC will work with the shepherd to create a contingency plan for unforeseen events such as flooding, drought, or other natural disasters.
3. Training must be provided to solar employees who regularly access the site regarding how to interact with the sheep on site.

**ATTACHMENT A**  
**INDEMNIFICATION AND HOLD HARMLESS**

**In Favor Of The State of Connecticut Siting Council**

This Indemnification and Hold Harmless Confirmation ("Confirmation ") is made as part of the Agricultural Activity Plan for CF Munte LLC("Operator"), in relation to activities conducted within the fenced solar facility site located Mulnite Farms, Inc. parcel off Wapping Road, East Windsor, Connecticut ("Facility").

**1. Indemnification and Hold Harmless**

The Operator agrees to indemnify, defend, and hold harmless the **State of Connecticut Siting Council**, its agents, representatives, and employees (collectively, "Indemnified Parties") from and against any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages, resulting from any injury to a person arising out of, or in any way related to, the presence of third parties within the fence-line of the Operator Facility.

**2. Scope of Confirmation**

This Confirmation extends to all claims, demands, or legal actions brought by any third party, including but not limited to visitors, contractors, subcontractors, or any other persons who may enter the Facility, whether with or without authorization.

**3. Governing Law**

This Confirmation shall be governed by and construed in accordance with the laws of the State of Connecticut. Any disputes arising under this Confirmation shall be resolved in the courts of competent jurisdiction in the State of Connecticut.

**5. Execution**

This Confirmation shall be effective as of the date executed by the Operator and shall remain in effect for the duration of the Agricultural Activity Plan.

**IN WITNESS WHEREOF**, the undersigned has executed this Confirmation as of the date written below.

**Operator:** CF Munte LLC

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Signature



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Printed Name Stanley Chin