RESOLUTION #2019-

NOW on this __ day of _____, the matter of the formal confirmation and adoption of Page County Ordinance #2019-2 (which provides for the general regulation of the development of Wind Energy Conversion Systems in Page County) comes to the attention of the Page County Board of Supervisors.

WHEREAS, the Page County Board of Supervisors is authorized by the provisions of Iowa Code Section 331.301 to establish legislation to protect and preserve the rights, privileges, and property of the county and its residents; and

WHEREAS, the Page County Board of Supervisors is authorized by the provisions of Iowa Code Section 331.301 to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents; and

WHEREAS, the Page County Board of Supervisors desires to provide an opportunity for economic growth and development by establishing fair and reasonable limitations upon the development of Wind Energy Conversion Systems in the unincorporated areas of Page County; and

WHEREAS, the Page County Board of Supervisors desires to protect the interests of the residents of Page County while providing an opportunity for economic development by balancing the alternative interests; and

WHEREAS, the Page County Board of Supervisors believes it is in the best interest of the citizens and wind development entities to adopt a general ordinance which provides for a balancing of the alternative interests; and

WHEREAS, the Page County Board of Supervisors has conducted multiple public hearings and multiple readings (March 17, 2019; March 21, 2019; and April 8, 2019) as required by Iowa Code Section 331.302; and

WHEREAS, a summary of the proposed ordinance has now been duly published in two (2) official newspapers of Page County on April 25, 2019, with the complete ordinance available for viewing in the Page County Auditor’s Office and on the county web page www.co.page.ia.us, as required by Iowa Code Sections 349.3(1), 331.305, and 331.302; and

WHEREAS, the proposed ordinance included language indicating that the ordinance was effective upon publication;

BE AND IT IS HEREBY RESOLVED that Ordinance #2019-2 be and is hereby formally confirmed and adopted and is in full force and effect in Page County. A complete copy of Ordinance #2019-2 is on file with the Page County Auditor and is available on the Page County website.

MOTION by: SECONDED by:
Approved by:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Chuck Morris</td>
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<td>Jon Herzberg</td>
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<td>Alan Armstrong</td>
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AN ORDINANCE REGULATING THE PLACEMENT OF WIND ENERGY CONVERSION SYSTEMS (WECS) ON PROPERTY LOCATED IN THE UNINCORPORATED AREAS OF PAGE COUNTY, IOWA

BE IT ENACTED BY THE PAGE COUNTY BOARD OF SUPERVISORS

SECTION 1. PURPOSE

The purpose of this Ordinance shall be to promote the public health, safety, comfort and general welfare, while facilitating economic opportunities, for rural residents and promoting a goal of increased energy production from renewable energy sources. In addition, this Ordinance will serve to establish guidelines for the siting, construction and operation of Wind Energy Conversion Systems (WECS) which generate electricity. The requirements of this Ordinance shall apply to all WECS constructed after the effective date of this Ordinance. No modification or alteration to an existing WECS shall be allowed without full compliance with this Ordinance.

SECTION 2. DEFINITIONS

For use in this Ordinance, certain words used herein shall be defined as follows:

Applicant: The person or entity submitting the application under this Ordinance, which is normally expected to be the owner or operator of a WECS, or the owner of the WECS development.

Commercial Wind Energy Conversion System (or C-WECS): A WECS which has a generating nameplate capacity of 100 kW or greater.

Feeder Line: Any power line that carries electrical power from one or more wind turbines or
individual transformers associated with individual wind turbines to the point of interconnection with the electrical power grid. In the case of interconnection with the high voltage transmission systems, the point of interconnection shall be the substation serving the WECS.

**Meteorological Tower:** For the purpose of this Ordinance, meteorological towers are those towers which are erected primarily to measure wind speed and directions plus other data relevant to siting and/or operating WECS.

**Non-Commercial WECS (or Non C-WECS):** A WECS which has a generating nameplate capacity of not more than 100 kW and which is intended to primarily reduce on-site consumption of utility power.

**Operator:** The entity responsible for the day-to-day operation and maintenance of the WECS.

**Owner:** The entity or entities with an equity interest in the WECS, including their respective successors and assigns. Owner does not mean (i) the property owner from whom a lease, easement or other property rights are acquired for locating the WECS (unless the property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS at the earliest practical date.

**Participating landowner:** A landowner under lease, easement or other property agreements with the owner or operator of the WECS.

**Non-participating landowner:** Any landowner not under agreement with the owner or operator of the WECS.

**Professional Engineer:** A qualified individual who is licensed in the State of Iowa as a professional engineer.

**Residence:** A house, apartment or other shelter that is the abode of a person, family, or household and regularly occupied.

**Rotor Diameter:** The diameter of the circle described by the moving rotor blades of a WECS.

**Setback:** The minimum required distance from a certain object, structure or point to the center point of the foundation of the Wind Turbine at the natural ground level.

**Structure:** Anything constructed or erected on the ground or attached to the ground, including but not limited to, antenna(s), buildings, sheds, cabins, residences, signs, storage tanks, towers, Wind Turbines and other similar objects.

**Substation:** The apparatus that connects the electrical connection system of the WECS and increases the voltage for connection with the utility's, transmission owner's or WECS owner's
Transmission lines.

**Total Height**: The total height of the Wind Turbine inclusive of rotor blades, as measured from the ground to the tip of the blade when fully extended.

**Tower**: The vertical structure that supports the electrical generator, nacelle, rotor blades, or meteorological equipment.

**Transmission Line**: Those electrical power lines that carry voltages of at least 69,000 volts (69 kV) and are primarily used to carry electrical energy over medium to long distances rather than directly interconnecting and supplying electrical energy to customers.

**Wind Energy Conversion System (WECS)**: All necessary devices that together convert wind energy into electricity, including Wind Turbines, electrical components, transformers, feeder lines, substation and meteorological towers.

**Wind Turbine**: A Wind Turbine is any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy, primarily made up of a foundation, tower, nacelle and rotors.

**SECTION 3. WECS PERMIT APPLICATION REQUIREMENTS.**

The applicant for the siting and construction of a WECS shall file an application with the County Zoning Administrator or his designee, accompanied by a fee of Two Hundred Fifty Dollars ($250.00) per Wind Turbine that is a part of the application and payable to Page County, Iowa.

A. All applications for WECS must include the following information (as applicable).

1. A WECS project summary, including, to the extent possible: (1) a general description of the project, including its approximate nameplate generating capacity; the equipment manufacturer and a general description of the Wind Turbines, and (2) a description of the applicant, owner and operator, including their respective business structures.

2. The names of project applicant and project owner, including contact information.

3. The general description of the location of the WECS.

4. Total height and rotor diameter of the Wind Turbines.

5. Site layout, including the location of the Wind Turbines and those items to which a setback applies. The site layout shall include distances and be drawn to scale, in order for the County to determine if the Wind Turbines meet the setback requirements of this Ordinance.

6. Engineer's certification(s) of the Wind Turbines. This includes as a minimum: standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of the tower showing compliance with the applicable regulations and certified by an Iowa licensed professional engineer shall also be submitted. This analysis is frequently supplied by the manufacturer.
7. Documentation of land ownership or legal control of the property.
8. The latitude and longitude of individual Wind Turbines.
9. Location of the public areas listed in the table in Section 4.12.f. which are potentially affected by the proposed Wind Turbines.
10. Affirmation that a sound study was completed showing expected maximum decibel levels produced by the Wind Turbines as measured at non-participating residences should not exceed fifty-five (55) decibels (dBA) for any period of time during normal operating conditions.
11. Affirmation that the applicant has applied for necessary and appropriate Federal Communication Commission (FCC) applications and Federal Aviation Administration (FAA) no hazard determinations (including FAA determinations of no hazard, if received).
12. Affirmation that the applicant has identified significant migratory flyways and nesting areas for federally listed birds, bats and endangered species within one (1) mile of the proposed Wind Turbine.

The WECS application shall contain the above information and be submitted to the Page County Zoning Administrator or his designee. Upon determination by the Page County Zoning Administrator that the requirements of this Ordinance have been satisfied, the completed WECS Application and any/all necessary supporting documentation shall be presented to the Page County Board of Supervisors for approval. The Page County Board of Supervisors, upon approval of an application, shall authorize the Zoning Administrator to provide any necessary building permits for each Wind Turbine. If there are any material changes to the information provided as part of the application in Section 3 that occur from the time of the application until the construction of the WECS, the applicant shall submit a new application (along with an application fee per Wind Turbine with changed information) together with the updated information for each Wind Turbine (with changes to the information required to be provided in Section 3) and any such change shall be in compliance with this Ordinance. The Page County Zoning Administrator shall present the amended and completed WECS Application and any/all necessary supporting documentation to the Page County Board of Supervisors using the process described above. Upon the issuance of any necessary FAA and FCC permits identified in this section, the applicant shall provide the Page County Zoning Administrator with documentation that the applications were approved.

SECTION 4. GENERAL REQUIREMENTS FOR C-WECS AND METEOROLOGICAL TOWERS.

As part of the siting, construction and operation of the C-WECS, the C-WECS owner must comply with following requirements:

1. **Color and finish.** Wind Turbines shall be painted a non-reflective color. Blades may be black in order to facilitate de-icing. Finishes shall be matte or non-reflective.
2. **Tower Configuration.** All Wind Turbines, which are part of a C-WECS, shall be installed with a
tubular, monopole type tower. Meteorological towers may be guyed.

3. **Lighting.** Wind Turbines shall not be artificially lighted, except to the extent required by the FAA or other applicable authority or for night time repairs/maintenance. Lighting, including lighting intensity and frequency of strobe, shall adhere to, but not exceed, requirements established by FAA regulations.

4. **Signage.** Upon completion of the Wind Turbines, the C-WECs owner's name and/or logo and the phone number to contact in case of emergency shall be placed upon the base of the WECS Tower or the entrance to any enclosure fence. Wind Turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer, owner or operator of the WECS.

5. **Feeder Lines.** All communications and feeder lines, equal to or less than 34.5 kV, installed as part of a WECS shall be buried not less than forty-eight (48) inches deep.

6. **Waste Disposal.** Solid and hazardous wastes, including but not limited to crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site in a time period as established by local, state and federal regulations.

7. **Minimum Ground Clearance.** The blade tip of any Wind Turbine shall, at its lowest point, have ground clearance of no less than fifty (50) feet.

8. **Signal Interference.** The C-WECs shall not interfere with licensed microwave communication paths or those microwave paths planned to be used by Page County at the time of the application. The C-WECs owner shall minimize and mitigate any interference with electromagnetic communications, such as radio, telephone or television signals caused by any Wind Turbines. If, after construction of the C-WECs, the owner or operator receives a written complaint related to the above-mentioned interference, the owner or operator shall take reasonable steps to respond to the complaint.

9. **Federal Aviation Administration.** All Wind Turbines shall comply with FAA standards and regulations.

10. **Electrical Codes and Standards.** All WECS shall comply with the National Electrical Code and other applicable standards.

11. **Setbacks.** The following setbacks and separation requirements shall apply to all Wind Turbines and meteorological towers, as measured from the center of the object or structure or closest point of items below marked by lines (as applicable) to the center point of the foundation of the Wind Turbine at the natural ground level:

    a) **Inhabited Structures (non-participating landowners).** Each Wind Turbine and meteorological tower shall be set back from the nearest residence, which is able to be occupied, school, hospital, church or public library (which such residence, school, hospital, church or public library exist as of the date the WECS application is submitted to the County Zoning Administrator or their designee), a distance no less than (i) one point one (1.1) times the total height or (ii) fifteen hundred (1500) feet, whichever is greater. An affected property owner may waive this setback.
requirement by executing a written waiver or agreement.

b) **Inhabited Structures (participating landowners).** Each Wind Turbine and meteorological tower shall be set back from the nearest residence, which is able to be occupied, school, hospital, church or public library (which such residence, school, hospital, church or public library exist as of the date the WECS application is submitted to the County Zoning Administrator or their designee), a distance no less than (i) one point one (1.1) times the total height or (ii) twelve hundred fifty (1250) feet, whichever is greater. An affected property owner may waive this setback requirement by executing a written waiver or agreement.

c) **Property Lines.** Each Wind Turbine and meteorological tower shall be set back a distance of no less than one point one (1.1) times the total height without securing an appropriate agreement from the adjoining property owners. An affected property owner may waive this setback requirement by executing a written waiver or agreement.

d) **Public Right-of-Way.** Each Wind Turbine and meteorological tower shall be set back from the public right-of-way a distance no less than one point one (1.1) times the total height.

e) **Radio Communication Pathways.** Each Wind Turbine and meteorological tower shall be set back from licensed microwave radio communication paths, or those paths planned to be used by Page County at the time of the application, so that no part of the Wind Turbine interferes with the path’s Fresnel zone.

f) **Public Areas and Areas under PCCB management.** Each Wind Turbine and meteorological tower shall be set back from the property line of designated public areas/publicly owned conservation areas and other publicly owned areas managed by the Page County Conservation Board as shown in the table below the minimum distances identified in the table below.

<table>
<thead>
<tr>
<th>Designated Public Area</th>
<th>Setback Distance</th>
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<tbody>
<tr>
<td>State &amp; Federal Parks</td>
<td>1.0 mile</td>
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<tr>
<td>Specially designated protected areas:</td>
<td></td>
</tr>
<tr>
<td>a.) Pioneer Park</td>
<td>1.0 mile</td>
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<tr>
<td>b.) Nodaway Valley Park</td>
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<tr>
<td>c.) Pierce Creek</td>
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<td>d.) Rapp Park &amp; Recreation</td>
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<td>e.) Ross Park</td>
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<tr>
<td>f.) Page County Conservation Center</td>
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<tr>
<td>g.) Stephens Tract Wetlands</td>
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<tr>
<td>All other parks or areas</td>
<td>0.5 mile</td>
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g) **Municipalities.** Each Wind Turbine and meteorological tower shall be set back from the city limits of any incorporated municipality a distance no less than one (1) mile. An affected
municipality may waive this setback requirement by executing a written waiver or agreement.

12. **Safety**
   a) All wiring between Wind Turbines and the substation shall be underground. If the applicant can demonstrate the need for an overhead line and the acceptance of landowners for this line, such option may be approved conditionally by the Page County Board of Supervisors.
   b) Wind Turbines and meteorological towers shall not be climbable on their exterior up to fifteen (15) feet above ground level, except for stairs used to reach the access door used for entry into the Wind Turbines.
   c) All access doors to Wind Turbines and meteorological towers and electrical equipment shall be locked when not being serviced.
   d) Appropriate visible warning signage shall be placed on Wind Turbines, electrical equipment, and substation entrances.
   e) For all guyed meteorological towers, visible and reflective objects, such as plastic sleeves, balls, reflectors or tape, shall be placed on the guy wire anchor points and along the outer and innermost guy wires up to a height of twelve (12) feet above the ground.

**SECTION 5. AVOIDANCE AND MITIGATION OF DAMAGES TO PUBLIC INFRASTRUCTURE AND DECOMMISSIONING**

1. **Roads.** The applicant or the C-WEC's owner shall enter into a road use agreement, substantially in the form attached to this Ordinance, with Page County prior to the start of construction of the WECS. Page County's approval and execution of the agreement shall not be unreasonably withheld. Roadways of any surface type will be restored to preconstruction condition by the Developer at no cost to the County.

2. **Drainage System.** The applicant or C-WEC's owner shall be responsible for prompt repair for damage to public drainage systems stemming from construction, operation or maintenance of the WECS. All bridge crossings must be preapproved by the Page County Engineer.

3. **Decommissioning.** The C-WEC's owner shall enter into a decommissioning agreement, substantially in the form attached to this Ordinance, with Page County prior to the start of construction of the C-WECS. Page County's approval and execution of the agreement shall not be unreasonably withheld.

**SECTION 6. GENERAL REQUIREMENTS FOR NON-COMMERCIAL WECS (Non C-WECS).**

1. **Non C-WECS are subject to the following standards.** In addition to satisfactorily addressing all other applicable requirements of this Ordinance, the applicant must provide documentation that the following requirements have also been met.
   a) **Tower Height:** Non C-WECS Wind Turbines shall not exceed one hundred (100) feet in total height. Non C-WECS shall be subject to all height limitations as necessary to comply with other sections of this Ordinance and those imposed by FAA regulations.
b) **Setback:** No part of the Non C-WECs wind system structure, including guy wire anchors, may extend closer than twenty five (25) feet to the property boundaries of the installation site. The distance of the base of the tower from any property line shall be a minimum of 115% of the total height of the tower. An affected property owner may petition the Board of Adjustment for a written waiver of this setback requirement.

c) **Noise:** Non C-WECS shall not exceed 55 dBA, as measured at the closest neighboring inhabited dwelling that exists as of the time of the application. The level, however, may be exceeded during short-term events such as utility outages and/or severe wind storms.

d) **Engineer Certification:** Applications for Non C-WECS shall be accompanied by standard drawings of the wind turbine structure, including the tower, base, and footings. An engineering analysis of the tower showing compliance with the applicable regulations and certified by an Iowa licensed professional engineer shall also be submitted. This analysis is frequently supplied by the manufacturer.

e) **Compliance with Federal Regulations:** Non C-WECS must comply with applicable Federal Communication Commission (FCC) applications and Federal Aviation Administration (FAA) applications, including but not limited to, necessary approvals for installations near airports.

f) **Compliance with National Electric Code:** Applications for Non C-WECS shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the National Electric Code. This information is frequently supplied by the manufacturer.

g) **Utility Notification:** No Non C-WECS shall be installed until evidence has been given that the utility company has been informed of the customer’s intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

h) **Insurance:** The owner seeking a permit to erect a Non C-WECS shall provide evidence, in the form of a certificate of insurance satisfactory to Page County, showing general liability coverage for the installation and operation of the Non C-WECs system under a standard homeowner’s or standard business owner’s insurance policy, separate and distinct from any insurance requirements of a public utility.

**SECTION 7. TRANSFER**

Building permits and the associated decommissioning and road use agreements granted under this Ordinance may be transferred to another party subject to Page County Board of Supervisors approval, said approval shall not be unreasonably withheld. Any assignee of the building permits and associated decommissioning and road use agreements shall be subject to all the requirements in this Ordinance and the agreements.

**SECTION 8. LIABILITY INSURANCE**
The owner or operator of any C-WECS subject to this Ordinance shall maintain a current general liability policy covering bodily injury and property damage with limits of at least Three Million Dollars ($3,000,000) per occurrence and Six Million Dollars ($6,000,000) in the aggregate.

SECTION 9. REPEALER.

All ordinance(s) in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 10. SEVERABILITY.

Should any section or provisions of this Ordinance be declared by the courts to be invalid or unconstitutional, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part so declared to be invalid or unconstitutional.

SECTION 11. PENALTY

Any person, persons, firms, partnerships or corporations, whether acting alone or in concert with any other, who violates this Ordinance, shall be guilty of a simple misdemeanor as authorized by Iowa Code Section 331.302.

SECTION 12. EFFECTIVE DATE.

This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and Approved this ____, 2019

________________________
Alan Armstrong, Chairperson
Page County Board of Supervisors

Attest:
ROAD USE AGREEMENT RELATING TO THE DEVELOPMENT OF (WIND FARM NAME) WIND FARM

THIS ROAD USE AGREEMENT (this "Agreement"), dated this ___ day of ________, 2019, between the BOARD OF COUNTY SUPERVISORS OF PAGE COUNTY, IOWA, (hereinafter sometimes referred to as "County") and (____________________) (hereinafter sometimes referred to as "Developer").

WITNESSETH:

WHEREAS, Developer intends the construction of wind turbine generators in Page County as part of one or more wind projects (including without limitation, the project known as the ______________________ (a "Wind Farm"); and

WHEREAS, Developer and County wish to formally document the expectations for road maintenance and restoration during and following construction of each Wind Farm in Page County; and

WHEREAS, County has fully considered the proposed development and improvement of the land and the requirements to be imposed upon other adjoining or neighboring properties by reason of the proposed development and improvement of the land; and

WHEREAS, County and Developer mutually acknowledge that the matters hereinafter described will be subject to all the requirements, terms and conditions of Page County, now in effect and other laws, rules, and regulations, as those are promulgated by statutes, resolutions, or otherwise; and

WHEREAS, County and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Page County, and that such matters are necessary to protect, promote, and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that Page County is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Developer, and in that regard, Developer has made available to County it's most recent publicly filed financial statements indicating it to be of investment grade, assuring County that there are available funds to cover the estimated costs of performance of the matters hereinafter agreed to. Should Developer fail to maintain such investment grade, it may be required to post security to cover the estimated cost of performance. At no time will security in excess of $500,000 per each Wind Farm be required.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained it is agreed as follows:

PROJECT BOUNDARIES SUBJECT TO THIS AGREEMENT

1. The Wind Farm project boundaries subject to this Agreement are outlined in Exhibit A for the Wind Farm (and Exhibit A may be supplemented in the event any further Wind Farms are to be developed by Developer and approved by Page County or the boundaries attached to this Agreement in Exhibit A are modified in the future).

ROAD MAINTENANCE TO BE PERFORMED

2. During the period of Wind Farm construction, Developer and its contractors and sub-contractors will be responsible for maintaining the unpaved roads within the Wind Farm project boundaries. Maintenance of the unpaved roads during construction will consist of the following:

   • Blading roads on a weekly or more frequent basis as needed due to construction traffic or weather.
• Placement of granular surfacing on road soft spots on a weekly or more frequent basis as needed due to construction traffic or weather.
• Shaping roads as necessary for drainage and safety on a weekly or more frequent basis as needed due to construction traffic or weather.
• Utilization of dust mitigation and control measures on road surfaces to provide adequate site distance for vehicles and users of the unpaved road.

County may inspect the roads at any time and offer suggestions for maintenance to improve safety.

Developer's obligation to maintain specific unpaved roads within the Wind Farm project boundaries will cease at such time as the specific sections of unpaved roads are no longer required for transportation of wind turbine components for the initial construction of the Wind Farm and such specific road sections have been restored in accordance with this Agreement and have received probationary acceptance. For the purposes of this Agreement, County road sections will be defined as encompassing the entire distance between road intersections.

ROAD RESTORATION TO BE COMPLETED

3. All road restoration contemplated by this Agreement shall be performed by Developer in a good and workmanlike manner and in accordance with applicable County standards, rules, and regulations governing such construction as reasonably determined by the Page County Secondary Roads Department. AASHTO Publications and Iowa DOT Standard Specifications shall be utilized as primary guidelines. A template of the typical unpaved road profile is attached to this Agreement as Exhibit B.

TIME OF COMPLETION

4. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be restored, constructed, or performed by Developer within one (1) year from the date of final wind turbine generator component delivery for the applicable Wind Farm project, provided however, that labor disputes, fire, unusual delays in transportation, unavoidable casualties, causes beyond the Developer's control or by any other cause which County may reasonably determine justifies the delay shall extend the said time period for performance of this Agreement as mutually agreed between the County and the Developer.

OWNERSHIP OF IMPROVEMENTS

5. Subject to the County's reasonable acceptance of road improvements for maintenance purposes, upon completion of road restoration work located in County right-of-way, all such completed road restoration work shall become the sole property of Page County, free and clear of all liens, encumbrances, and restrictions. Developer's underground collector lines, communications lines, or other Wind Farm facilities constructed in the right-of-way are expressly excluded from the definition of completed road restoration work. Developer shall furnish to County lien waivers and/or satisfactory proof that all claims and payments to be made in connection with construction of said road improvements have been satisfied. All other improvements referenced in this Agreement shall be owned and maintained by Developer and their successors and assigns.

FAILURE TO COMPLETE THE RESTORATION
6. In the event that any portion of road restoration work has not been made, installed, or performed within said one (1) year period, except as provided for in paragraph 4 above, then, and in that event, County may have such remaining road restoration work completed within a reasonable time by such means and in such manner, by contract with or without public letting, or otherwise, as it may deem advisable, at Developer's expense. County shall be entitled to reimbursement from Developer upon demand for any such documented reasonable costs incurred by County, plus 1.5% interest per month on unpaid balance.

PARTIAL RELEASE

7. In the event security has been provided in accordance with this Agreement, as road restoration work is completed, Developer may request in writing that County inspect such work and upon probationary acceptance corresponding reductions of such security will be granted. The procedures for completion of road improvements and work by County and payment to County therefore shall apply whether there be one or more defaults on the part of Developer in performing the terms, conditions, and covenants contained in this Agreement.

RELEASE

8. The County shall not release the Developer from its obligations with respect to a particular Wind Farm project until all road restoration work with respect to such Wind Farm project has been completed and the probationary period(s) has expired or when all deficiencies identified prior to the expiration of the probationary period have been corrected. Following expiration of the probationary period the County will provide Developer with an acknowledgement that the probationary period has expired.

PRESERVATION OF OTHER REMEDIES

9. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Developer, in developing the applicable Wind Farm project shall fully comply with all applicable rules, regulations, standards, and laws of the County and other governmental agencies and bodies having jurisdiction.

STANDARDS FOR ACCEPTANCE

10. County shall accept the road restoration in County right-of-way as public improvements which are constructed under this Agreement for full maintenance in accordance with its regulations once probationary acceptance has been granted for a road section under the following terms and conditions:

a. As soon as all of the restoration in a road section which is covered by this Agreement has been completed in accordance with the terms of this Agreement, Developer shall send a letter to the County Engineer requesting probationary acceptance with the following statement included: "I hereby state that to the best of my knowledge, information and belief, the road section has been restored in substantial compliance with the Road Use Agreement Relating to the Development of (Wind Farm Name) Wind Farm." When improvements are determined to be constructed to the County's reasonable satisfaction, the County will send a letter to the Developer granting probationary acceptance of public improvements. The probationary period will terminate one year from the date of probationary acceptance unless one or more deficiencies is identified by the County prior to such termination.
b. Prior to termination of the probationary period the County may identify and provide a written list of deficiencies based on a physical inspection of the road sections subject to this Agreement. The Developer shall correct all of said deficiencies to the County's reasonable satisfaction within six (6) months from the date said deficiency list is issued. When all of said deficiencies on a specific road section have been corrected to the County's reasonable satisfaction, the road section will be deemed accepted and Developer will have no further obligations for restoration on said road section.

**PLAN EXECUTION BY PAGE COUNTY**

11. The execution of this Agreement by the Board of County Supervisors of Page County in no way represents that the County will accept the public road restoration contemplated by this Agreement for title or maintenance purposes until said road restorations have been completed in compliance with this Agreement and with applicable Page County standards, rules and regulations.

**RESPONSIBILITY FOR INSTALLING UTILITIES AND FOR THE PERMITTING OF THEIR INSTALLATION**

12. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas, and electricity. Page County, as the owner of public right-of-way and public easements in this Agreement, retains the right to issue utility permits to utility companies or to other persons, companies, corporations or organizations prior to the final acceptance of public road restorations, herein described.

**STIPULATIONS**

13. This Agreement in addition to the consideration of the premises, the mutual covenants herein contained, and the approval and execution of this Agreement by Page County shall be and is subject to the following stipulations(s) and Developer agrees to the following:
   a. Developer shall be responsible for maintenance of unpaved roads within the Wind Farm project boundaries as described in this Agreement. This will include, but is not limited to blading, placing of granular surfacing, shaping, and dust control. Coordination with Page County will be necessary, including response to citizen concerns.
   b. Developer shall be responsible for an inspection of all County roadways within the Wind Farm project boundaries and subject to the Agreement prior to any major road improvement work being performed, as burden of proof of repairs and deficiencies is the responsibility of the Developer. Developer shall provide Page County with a video survey of all the roads in the Wind Farm project boundaries prior to start of construction of the Wind Farm. Developer shall be responsible for obtaining any and all permits, permissions, or compliances not covered in the provisions of this Agreement or those permitted by Page County.
   c. Developer shall provide and maintain all traffic control as required for the safe and efficient movement of traffic as a result of its construction activities.
   d. Should construction operations necessitate the crossing of an existing county roadway with a crawler crane, Developer shall adhere to the following requirements for each such crossing:
      i. Developer shall provide the County with a map identifying the total number of crossings along with coordinates of each crossing.
      ii. Developer shall supply a traffic control plan for the crane crossing, traffic control, the
time frame for all road closures, and how the closure will be handled with the County Engineer and County Law Enforcement. No roadway shall be closed without giving 24 hours’ notice to the County Engineer and County Law Enforcement.

iii. Developer shall provide a detail of how the weight of the crane will be bridged over the roadway for approval by the County Engineer. Developer will repair any damages to the roadway to the extent caused by such crane crossing over the roadway.

iv. Developer must obtain the approval of the County Engineer to such crossing, such approval not to be unreasonably withheld if Developer complies with the requirements in this part d).

e. The following shall apply with respect to Level B roads:

i. Surfacing will be allowed on Level B roads; however, if Developer proposes to place granular surfacing on Level B roads, the Level B roads will need to be improved to meet or exceed the typical section as depicted in Exhibit B.

ii. If Developer requests that the Board consider upgrading a Level B road to a Level A service road and the Board so approves, then Developer will be required to meet the minimum requirements as set forth in Exhibit B. There is no obligation on the part of the Board of Supervisors or in this Agreement that requires that the Board of Supervisors accept the improved road into the County's Level A system.

iii. In certain locations, existing right-of-way width for such Level B roads may not be adequate to accommodate the proposed cross section as depicted in Exhibit B; and in such locations the Page County Engineer will review each such location on a case by case basis and upgrade work will not be permitted in such locations until and unless a construction plan for such location is mutually agreed upon by the Page County Engineer and the Developer.

f. The following provisions shall also apply:

i. Entrances needed by the Developer for construction work or permanent access to the site will follow Page County Entrance policy available at the Engineer’s Office.

ii. Seeding and erosion control of all disturbed areas is to be performed by Developer.

iii. Developer will provide maintenance to the Level B roads where Developer has added granular surfacing.

iv. Developer will be required to obtain applicable permits for all oversized loads on all county roads from the County (the issuance of such permits not be unreasonably withheld by the County).

v. Developer agrees to retain and provide for the benefit of the County, an individual (not an employee of the Developer and as agreed upon by the County) on a temporary part-time basis as needed, to assist the County in overseeing the administration of this Agreement for the Wind Farms.

vi. Developer agrees to hire an outside engineering firm to review the potentially affected bridges and culverts within each Wind Park’s project boundaries to verify the load capacities in respect to the expected loads from Developer's construction and delivery activities, with same outside engineering firm conducting a post-construction structural review of the same bridges and culverts to verify that load capacities remain the same as the initial review.

SECTION HEADINGS

14. The section headings are inserted herein only for convenience of reference and in no way shall
they define, limit or describe the scope or intent of any provisions of this Agreement.

**ASSIGNMENT CLAUSE**

15. Upon written notification to Developer by County, County may assign this Agreement in whole or in part, to any person or third party ("Assignee") that is a government entity that becomes responsible for the County roads. Notwithstanding the above, County may hire or retain an Assignee to perform remedial work on the county roads in the event Developer does not comply with its obligations under this Agreement. County's notification to Developer shall state the date of the assignment, the name of the Assignee, the percentage and or limits of the project being assigned, and if applicable work not completed to the County's reasonable satisfaction in accordance with this Agreement. Upon assignment, County shall be relieved of any liability or obligation under this Agreement. Upon written notification to the County by Developer, Developer may assign this Agreement in whole or in part to another party subject to the Page County Board of Supervisors' approval, which approval shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**For the Board of County Supervisors Page County**

By: ______________________________
   Name: ___________________________
   Title: ___________________________

(COMPANY NAME)

By: ______________________________
   Name: ___________________________
   Title: ___________________________
   Attest: ___________________________

__________________________________
EXHIBIT A

Wind Farm Project Boundaries
EXHIBIT B

Typical Section Rural Granular Road
DECOMMISSIONING PLAN

For [insert name of wind project] Wind Project in Page County, Iowa

[Month Day, Year]

Submitted by: [Insert Applicants name]
1. DEFINITIONS

**Commercial Operation Date** shall mean the first day of the Project Term.

**County** shall mean Page County, Iowa.

**Decommissioning Plan** shall mean the plan to decommission the WECS as set out in this document as such plan may be revised from time to time as provided herein.

**Discontinued Use** shall mean with respect to an individual WECS that the use of such WECS has been discontinued for a period of [180] consecutive days, unless a plan is developed and submitted to the Page County Engineer or his designee outlining the steps and schedule for returning the WECS to service as outlined in such plan.

**Easement Agreement** shall mean an agreement between a Participating Landowner and the Facility Owner granting the Facility Owner an easement or other real estate rights for the right to use the Participating Landowner's property to construct, maintain, operate, repair, repower, and remove the WECS.

**Facility Owner** (or **Owner** shall mean the entity or entities having controlling or majority equity interest in the Wind Energy Conversion System, including their respective successors and assigns. As of the date of this Decommissioning Plan, the Owner is [insert Applicant name].

**Project** shall mean the [insert project name] as located in Page County, Iowa.

**Participating Landowner** shall mean any landowner under easement, lease or other agreement with the Facility Owner or operator pertaining to the WECS.

**Project Term** shall mean the period commencing on the date Owner notifies Page County in writing that the entire Project has commenced commercial operation and expiring on the date [insert number of years] years after the date specified in such notice, unless sooner terminated or extended as provided herein.

**Property** shall mean the real property for which real property rights have been provided to Owner by a Participating Landowner under an Easement Agreement.

**Wind Energy Conversion System (WECS)** shall mean an electrical generating facility comprised of one or more wind turbines (made up of a foundation, tower, nacelle and rotor) and accessory facilities, including but not limited to: power lines, access roads, communication lines, transformers, substations, and meteorological towers that operate by converting the kinetic energy of wind into electrical energy. The energy may be used on-site or distributed into the electrical grid.


**Wind Turbines** shall have the meaning in Section 5.

2. PURPOSE

The purpose of this Decommissioning Plan is to set out Owner's written agreement (as required in the WECS Ordinance) to dismantle and remove the Wind Turbine within 180 days after cessation of use, as further provided herein.

This Decommissioning Plan (a) outlines the anticipated means and cost of decommissioning the WECS upon a WECS becoming a Discontinued Use and (b) identifies the financial resources that will be
available to pay for decommissioning and removal of the WECS and other accessory structures.

3. PROJECT DESCRIPTION

Owner is planning to construct a [_____] wind project which is located in Page County, Iowa. The Project involves constructing wind turbines, associated access roads, underground electrical collection system, underground communication system and other facilities.

4. PROJECT LIFE

Owner intends to install [insert wind turbine type(s)] wind turbine generators ("Wind Turbines") for the Project which such Wind Turbines are expected to have a useful life of at least [_____] years. The term of the operating period as provided in the Easement Agreements is [_____] years. Beyond the end of its useful life, or at any other time, if a Wind Turbine needs to be replaced for any reason, a new Wind Turbine could potentially be installed as a part of the Project. It is expected that during the life of the Project that parts and components of the WECS will be repaired and/or replaced from time to time in order to continue to operate the WECS.

5. DECOMMISSIONING

In the event the use of any Wind Turbine has been discontinued for a period of 180 consecutive days, it shall be deemed to be abandoned (except as otherwise provided herein). Determination of the date of abandonment shall be made by the Page County Engineer or his designee and the County will notify Owner of such determination and the date of such abandonment. Upon such notice of abandonment, the Owner shall have an additional 180 days within which to reactivate the use of the Wind Turbine or dismantle and remove the Wind Turbine. As an alternative, the Owner may prepare and submit a plan for the "banking" of the Wind Turbine for future reactivation and use. Said plan must be submitted to the Page County Engineer or his designee within 180 days of the discontinuation of use of the Wind Turbine, and shall be updated and submitted every 180 days thereafter for a maximum of two years, at which time the wind turbine must be reactivated or dismantled.

Decommissioning is a procedural process which involves the removal of the WECS and associated facilities and infrastructure as further described herein. The process of decommissioning a WECS will involve evaluating and categorizing all components and materials based on their anticipated post-project use. The categories will include recondition and reuse, salvage, recycle, and disposal. In order to reduce impacts from the transport of components to and from the county, materials will likely be stored onsite at one or more locations until the bulk of similar components or materials are ready for transport. The components and material will be transported to the appropriate facilities for reconditioning and reuse, salvage, recycling, or disposal.

This Decommissioning Plan requires that each wind turbine foundation and gravel ring will be excavated and removed to a depth of forty-eight (48) inches below ground level. If, however, the landowner has entered into an Easement Agreement which provides for more stringent requirements than this Decommissioning Plan, the wind turbine foundation and gravel ring will be excavated and removed in accordance with the applicable provisions of the Easement Agreement.

The following is a general description of the anticipated decommissioning process (and the decommissioning is also generally described in Appendix A1):

5.1 WIND TURBINES

Wind Turbines are generally comprised of the tower, nacelle and rotor with blades which are modular items that can be disassembled. With some exceptions, Wind Turbine components are dismantled in the reverse order of their assembly using large crawler cranes. These turbine components are typically stored in temporary laydown areas before being hauled off-site to be
resold or taken to a scrap metal facility or offsite disposal facility. It is common for blades to be cut-up into smaller pieces at the location of such Wind Turbine and then transported to an offsite disposal facility.

5.2 UNDERGROUND COLLECTION LINES

Underground electrical and communication collection lines are typically installed at least forty-eight (48) inches below grade. As a result, the collection lines are typically rendered inert and left in the ground after decommissioning; however, at Owner's option, these lines may be removed and hauled off-site for scrap value.

5.3 FOUNDATIONS

Turbine foundations and gravel rings will be excavated around the concrete pedestal to a depth of forty-eight (48) inches below grade. Turbine footings and foundations below forty-eight (48) inches of the ground level will remain after decommissioning.

5.4 ACCESS ROADS

Once all of the Project components have been removed from the site, not including those parts of the WECS located more than forty-eight (48) inches below grade, the access roads will be removed, unless requested otherwise by the Participating Landowner and agreed to by Owner. The road material will be removed, soil will be ripped and topsoil will be used to fill these areas.

5.5 SITE RESTORATION

Upon completion of the dismantling and removal of all WECS (not including that part of a WECS that is more than forty-eight (48) inches below ground level) the land will be returned to a condition reasonably comparable to the immediate surrounding property. Restoration of the land includes backfilling all excavated areas with clean sub-grade material and topsoil, both as to quality and depth, as the immediate surrounding area.

5.6 WASTE DISPOSAL

Solid and hazardous wastes, including but not limited to crates, packing materials, decommissioned WECS, as well as used oils and lubricants shall be removed from the site promptly and disposed of in accordance with all applicable local, state and federal regulations.

5.7 ROAD AND DRAINAGE SYSTEM

Prior to any decommissioning work involving a substantial portion of the whole WECS Project, Owner will enter into a Road Use Agreement in a form similar to that Road Use Agreement that is attached to the WECS Ordinance.

5.8 COMPLIANCE WITH LAWS

Solid waste and hazardous material will be disposed of offsite in accordance with applicable state and federal laws and regulations. Decommissioned gearboxes, transformers, and hydraulic systems will be drained of fluids, put into appropriate containers before dismantling, and then transported and disposed of off-site in accordance with state and federal laws and regulations.

5.9 FORCE MAJEURE

Notwithstanding any other provision in this Decommissioning Plan to the contrary, if
performance of any act required to be performed by Owner under this Decommissioning Plan is in whole or in part prevented or delayed by reason of any fire, earthquake, flood, tornado, act of God or natural disaster, strike, lock-out, labor disputes or trouble, war, civil strife or other violence, inability to secure materials, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other cause, event or circumstance not the fault of Owner, including without limitation the invocation of a force majeure provision by any third party to excuse such third party's performance of any obligations related to the decommissioning of the WECS, then Owner, upon giving notice to County, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or delay.

6. SUMMARY OF DECOMMISSIONING COST ESTIMATE

The estimated cost to decommission and remove the Project, including the estimated Project salvage value, is attached hereto as Appendix Al. The estimated cost is based on [insert year] dollars. This Decommissioning Plan and all appendices will be reviewed and updated by the Owner every five (5) years from the Commercial Operation Date upon written request of the County in the manner provided in Section 8. If there are items upon which the Owner and County disagree with respect to assumed decommissioning costs, Owner and County shall meet to attempt to reach agreement on all such items. If agreement cannot be reached within a reasonable time, Owner shall engage and pay for an independent engineer acceptable to County to review the items and this Decommissioning Plan and determine whether the items in dispute should be re-evaluated. The determination of the independent engineer shall be final until the next time the Decommissioning Plan and appendices are updated as provided herein.

Based on Appendix Al, the following costs were estimated:

<table>
<thead>
<tr>
<th>Decommissioning Cost Estimate (costs less salvage/scrap values)</th>
<th>Project</th>
<th>Per Wind Turbine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost for Wind Turbine Decommissioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Cost for Balance of Plant Decommissioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. FINANCIAL RESOURCES TO PAY FOR DECOMMISSIONING AND REMOVAL OF WECS

The Owner will be responsible for all costs to decommission the WECS in accordance with this Decommissioning Plan and the Easement Agreements. The decommissioning activities will be funded by the proceeds from one or more of the following:

1. Proceeds from the salvage and scrap value of certain components and raw materials included as part of the WECS as further described in Appendix Al.

   ii. Other Owner funding.
The County will have the right to request that Owner provide financial assurance in the form of (a) a cash escrow or deposit, bond, or letter of credit (as selected by Owner) in the amount of the total estimated costs of decommissioning the WECS located in the County (as such amount is set out in the most recent Decommissioning Plan (including appendices) provided by Owner to County in accordance herewith) or (b) a guarantee or such other form of security that is acceptable to the County. The County may waive the financial assurance requirement if the Owner is a public utility regulated by the Iowa Utilities Board in the State of Iowa with the financial wherewithal to pay for the estimated decommissioning costs. However, in the event of a material change to the public utility status and financial status of Owner that would reasonably be expected to impair Owner's ability to fund the total estimated costs to decommission the WECS in Page County (as such expected costs are set out in this Decommissioning Plan (or any future plan provided in accordance herewith), the County will have the right to require Owner to provide financial assurance as described above.

This Decommissioning Plan may be transferred to another party subject to the approval of the Page County Board of Supervisors, which approval shall not unreasonably be withheld. The County will have the right to request financial assurance from the new Owner and the new Owner will be subject to the requirements in this Decommissioning Plan.

8. NOTICES

Any notice, demand, or other communication ("Notice") given under this Decommissioning Plan shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile or email transmission.

Notices shall be given to the Parties at their addresses set forth below.

If to County:

Page County Board of Supervisors
112 E Main, Clarinda, IA 51632
E-mail: Supervisors@co.page.ia.us
FAX: 712-542-5019

If to Owner:

[Applicant Name] [Applicant Address]
[Applicant Contact Information]

By Notice to the other, either Owner or the County may at any time designate a different address or person to which such Notice or communication shall be given.
In Witness Whereof, [insert County Official] has executed this Decommissioning Plan for Page County, Iowa as the date set out above on the cover page.

Page County, Iowa

By:__________________________

Name Printed:__________

Title:___________

In Witness Whereof, [insert Applicant name] has executed this Decommissioning Plan for [insert applicant name] as the date set out above on the cover page.

[insert Applicant name]

By:__________________________

Name Printed:__________

Title:______________

END PAGE
Appendix A1
[insert year] Decommissioning Estimate