

BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS met in the Henry County Courthouse Circuit Courtroom, on Monday, February 12, 2018, at 6:00 P.M. for a special called meeting, with the following members present: Butch Baker, Kim Cronk, Ed Yanos and Patricia A. French, Auditor.

The meeting was opened with the Pledge to the Flag, followed with silent prayer.

Mr. Cronk brought the special called meeting to order by stating the Commissioners had called the special meeting to listen to proposed changes to the county's economic development, road use and de-commissioning agreements, which the County requires for wind energy companies that want to locate in the county. The Commissioners had requested anyone with suggestions for changes to turn those in to the Commissioner's office by February 2, 2018. Mr. Cronk presented those letters. A motion was made by Mr. Cronk and seconded by Mr. Baker to accept the letters as presented. Motion carried 3-0.

February 1, 2018

Henry County Commissioners

RE: Wind Ordinances

Dear Commissioners

I am a property owner within Henry and Greensboro townships. I own 88 acres and am life trustee of an additional 300 acres. I would like to voice two main concerns I have of the proposed wind ordinances.

First, I feel that non-participating property owner's rights are being overlooked. I feel that the setback for any Industrial Wind Turbine should be off of property line and not from foundation of residential dwellings. I feel that allowing setbacks cross property lines trespasses upon my rights as a landowner. I feel that this could lead to future restrictions upon my land for future plans or development. I also feel that any future development restrictions will lower the value of my property substantially. I believe in private property rights and feel that this is infringing upon my own rights as a landowner to benefit another. I will not benefit from any adjoining neighbors wind turbines, but they will benefit from crossing my property lines. Please require setbacks to be **only** from property lines.

Second, is the decommission of industrial turbines in the future. If and when the turbines need to be removed I do not think the taxpayers of this county should be burdened by any of these expenses. I feel that the participating landowner and the wind companies should be required to handle all expenses related to demolishing. I feel that parties financially benefitting from wind turbines should be required to carry a bond or insurance for such actions. If the wind companies go bankrupt then the bond would cover expenses. If not, the participating landowner should carry responsibility not the taxpayers.

In closing I hope the commissioners will carefully consider the rights of the non-participating landowners and add these measures to also protect our private property rights. I would like to see that investments we have made in our own property are protected. Additionally, I hope that the taxpayers of this county will be protected.

James Turpin
2764 West CR 400 South
New Castle, IN 47362

618 West Old National Road
Knightstown, Indiana 46148
February 1, 2018

Mr. Butch Baker
Henry County Commissioner
101 South Main Street
New Castle, Indiana 47362

Dear Commissioner Baker:

WIND TURBINES

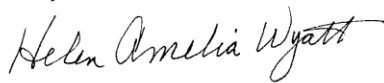
May I strongly urge you to include in the agreements with Apex Clean Energy and NextEra these provisions:

Setbacks of at least 2,600 feet from the PROPERTY LINE of adjoining properties;

Requiring Apex Clean Energy, NextEra or any other wind turbine company to post IN ADVANCE OF BEGINNING CONSTRUCTION a bond to ensure decommissioning and road repair, in case the company dissolves or declares bankruptcy.

Please act to ensure the economic future of Henry County and the quality of life of Henry County citizens, as required by your oath of office.

Thank you,



Helen Amelia Wyatt
765-345-2254
awwyatt97@comcast.net

January 29, 2018

Dear Kim, Butch and Mr. Yanos:

I have attended so many meetings for the Commissioners, the Planning Commission in addition to the WECS Meeting at the Smith Building before Christmas. I have listened to all 48 speakers last year who showed up at the meetings to voice pro and con arguments for the wind companies bringing industrial wind turbines into Henry County. I have observed and watched the attorneys for the different wind companies, whether they spoke or not. I have listened to Mr. Chambers who represents the lease signers and farmers. I have read Letters to the Editor in the Courier-Times. I have followed the actions of Rush County in the matter of allowing or not allowing the wind companies into their county.

I have also done research of my own concerning wind energy in Indiana, the United States and other countries, including Canada, Great Britain, Australia and Europe. I have read article after article, both pro and con, for wind energy and wind turbines. I have listened to people who live near wind turbines and how these have affected their lives.

Instead of writing a long letter to you and outlining the points I think you should consider before allowing the wind companies and wind turbines, or not, into Henry County, I just want to say I personally could not present facts and information to you any better than the following people: Gary Rodgers, Melissa Elmore, Rosalind Richey, Jim McShurley, Judy Walker, Susie Eichhorn, Peggy Stefandel, Amber Dawn, Ron Romine, Patsy Conyers, Ted Hartke from Illinois, and many, many, more. They have spent countless hours researching the wind energy subject and have presented you with intelligent and thought provoking facts. They have been tireless in talking to you, when allowed, at the meetings.

Someone said to me there are 100-125 people who are lease signers and not nearly that many who attend the meetings in opposition to the wind companies. To be honest, a lot of people in Henry County are not even aware of the wind energy issue and/or don't care because they don't think it will personally affect them, so they are not vocal one way or the other. There have only been two farmers who came and spoke at meetings. There have been many people who not only came to the meetings, but spoke. When have so many Henry County citizens come forth consistently for so long to voice their concerns over an issue? This should be a wake-up call to all of you and I ask you to seriously listen to what has been presented to you for months.

I'm giving all of you the benefit of the doubt when I presume you are impartially listening to both sides on this issue. If so, how could you possibly consider allowing

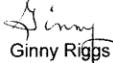
wind companies to come into Henry County with all you have heard about the destruction of land, the serious health concerns, the decrease in property values, the number of people who will move out of Henry County, the lack of people wanting to move in to Henry County, and the destruction of our countryside? You may not consider our rural countryside important to this county, but that, in addition to new jobs, is what pulls people to Henry County. I shudder to think of all the skilled, talented, highly educated and professional people this county will lose because people do not want to live where wind turbines are.

In my research of wind turbines in other locations, it seems elected officials who approved them to be built are now remorseful, but can't undo their actions. I found people who thought they were green energy to now find they are not. Many people have now suffered from heart and other health related issues. Many countries are now forbidding any more to be build and are trying to dismantle the ones they have. Even Taylor University in Indiana has dismantled the few they had and now report the students feel better and don't have the health complaints they did prior to the dismantling.

If you are seriously interested in the health and welfare of the citizens of Henry County, you will not allow wind turbines into Henry County. However, it seems as if that isn't even being considered, so let's talk about the WECS Ordinance. Do you not think having a wind turbine even a half mile away isn't going to affect people? The setbacks now proposed are ridiculous. Yes, the wind companies want to put as many turbines in to an area as they can. Please remember, the attorneys for and the people representing the wind companies are NOT the ones who are going to live anywhere near a wind turbine. They are just paid to do their job, with no feeling or respect for the citizens of Henry County. However, you three are elected to represent us and protect us! You know in your hearts, I hope, that these turbines are not green energy and you know they are not going to bring people into Henry County and you know the roads are not going to be improved everywhere in this county and you know this county is not going to receive a lot of money from the wind turbines in the long run. What happens when the tax abatements are gone? At least enforce strict setbacks.

I believe Kenon Gray, in his Letter to the Editor last week said it best. He presented an irrefutable argument, with facts, as to why IWT's should not be allowed into Henry County. You wanted input into this matter. Now, please listen to what has been put in front of you and don't be swayed or pressured by the wind companies.

Sincerely,



Ginny Riggs
2699 E CR 700N
New Castle, IN 47362

TO: The Henry County Commissioners:

You ask for input regarding the three agreements you have with the wind companies. I have my doubts the county attorney, let alone the commissioners, understand what is written in these documents. The language is such that almost every clause is more beneficial to the wind company than the county. It is the language of smoke and mirrors and you bought into it. The following sets out the most glaring issues as I see them. There are more issues but it would take someone well versed in this type of law to point out these issues.

1. Economic Development Agreement. 2nd WHEREAS on first page. "...and create no permanent jobs." This directly contradicts 4th WHEREAS on first page. "...the creation of new jobs in the Development Area...". 6th WHEREAS on first page "...the anticipated restriction of certain other potential new commercial development and employment in portions of the Development Area, as a consequence of the Project...". Why would you agree to restrict new development in the County? 9th WHEREAS on first page states tax abatement deductions are critical to the financial viability of this project. We also know they have to have Federal credits to survive. If the company is not financially stable enough to at least provide most of its financing, why should you deal with them?

2. Article II. Mutual Assistance: The wind company is agreeing, in part, to execute and deliver such documents, instruments, petitions and certifications as may at times be necessary and appropriate. The County not only agrees to this, they also agree to hold certain public hearings and use their best efforts to the fullest extent permitted by law to adopt certain ordinances and resolutions to assist the wind company. Since the ordinance is under review, it would be a shame to see changes in the new ordinance that enable the wind companies to build here with the blessings of the commissioners and that do not fully

protect the citizens of this county. This would not be mutual assistance, it would border on hypocrisy.

3. Article III. In last paragraph of Section 3.01, the two projects in the southern part of the County have no buyer for the electric. There should be a limit of time in which to find a buyer. If the wind company has not been able to meet its' commencement date, there should be no automatic extension. There should be a public hearing and the wind company should have to show just cause why the project has not met the commencement date. In Section 3.02, county expenses should be set at a higher amount. Do you understand any of the language under Section 3.03? How does that translate into dollars? Also the fact that if the federal tax credits were not extended past December 31,2014, the payment amount was negotiable and could be a lot less? In Section 3.05, a, b and the last paragraph, depreciation, all I can say is REALLY?

Article IV. Section 4.02, Tax Abatement. There are probably dollars lost to the County from granting a ten year tax abatement. Further, research has shown that majority of companies either sell, and the new companies ask for another tax abatement, or just pull out. For the most part they do not plan on staying past the ten years. By then, they have used up the credits that make a profit for a project. Approximately 60% of the financing for a project is based on these credits, state, local and federal and the wind companies need them to make any project financially viable. I can provide research on that.

Article VII. Section 7.07, Assignment. The County has no control over who this agreement can be assigned to. The County cannot stop the sale or transfer of any equity interest the wind company has. The wind company only has to notify the County. This needs to be changed to protect us against foreign equity companies such as the one who now owns Calpine and wants to build in the County. This can also be assigned to a public utility which has far more power to acquire what it

wants to build on. Section 7.15, Indemnity. This section allows the wind company to indemnify itself which is beyond belief. This should not be allowed. The wind company should have to get a bond from the appropriate bonding company. This is like asking the fox to guard the henhouse and expecting there to be chickens left when you come back. I worked in a law office for a lot of years and in all that time in any kind of project or situation I did not see anyone, any company or any other situation that required indemnification of whomever or whatever, where they were allowed to indemnify themselves. \$232,000.00 maximum recovery on a project this size? Ridiculous. 10. Miscellaneous. The agreement is to be governed by the State of Indiana. The Guaranty governed by the State of New York. Why was this allowed? I am sure most of the wind companies are Delaware State registered LLCs. No protection for the County.

Exhibit A, Section 3. Refer to Paragraph 1 on page 1.

4. Road Use Agreement. I am not educated enough on what is contained in this agreement regarding the way and how and what is used to redo the roads to know whether this is good or bad. I do know I will for a year or year and a half be run off the road by and have to stop for equipment, parts, etc. There is no way I can travel to avoid this since we are surrounded by leased land. I also know how torn up the roads I have to travel will be during that time. You cannot allow trac equipment on the roads without major damage. I also know the County should monitor every step closely. One permit should not be a fits all permit and no other be required. Eminent domain should absolutely not be allowed. All safety signs should be posted within 12 hours or less to prevent an accident. All dust control should be within 24 hours or less. Under Section 7-Confidentiality, it is agreed that this agreement should be kept secret from the people in the county. Why? It is the same with the wind leases. You say you want to be transparent, yet this confidentiality clause is in this agreement. If

things are so great, why should we not know? In Section 29, once again no outside bonding company is required. Why in the world would you let a developer come in and tear this County apart and believe if something goes wrong it will be fixed just because they say so. There are roads in Randolph County that still have not been repaired.

5. Decommissioning Agreement. This should be between the leaseholder and the wind company. If the wind company does not decommission the project then the leaseholder is responsible for the mess on his property. If it interferes with County functions, becomes a safety hazard or is detrimental to the County, then the County should be allowed to decommission the property at the leaseholder's expense and/or file a lien on the leaseholder's property.

Judy Walker
Jefferson Twp.
3486 N CR 300W
New Castle, IN 47362
765-533-3461

January 31, 2018

Mike and Irene Hagerman
3337 West County Road 350 North
New Castle, IN 47362

Henry County Commissioners

In response to your request for recommendations for the three wind agreements, we respectfully submit the following:

1. The wind company should be totally responsible for road improvements and maintenance during construction and decommissioning of industrial wind turbines.
2. No tax abatement should be granted.
3. Any materials used in construction of wind turbines should be completely removed during decommissioning at the cost of the wind company and the land lease signer. This should include all underground concrete, rebar, and cable circuits.
4. The county should not be responsible for a restoration fund to decommission industrial wind turbines.
5. The wind company and land lease signers should be totally responsible for the repair of roads and drains damaged during construction of wind turbines.
6. These three wind agreements should be made part of and included within the WECS ordinance.

As Henry County property owners, we do not want any industrial wind turbines erected in our county. Please protect the health, safety, and welfare of all Henry County citizens.

Respectfully,


Mike Hagerman


Irene Hagerman

January 30, 2018

To: Henry County Commissioners: Ed Yanos, Kim Cronk & Butch Baker

Concerning: Economic Development Agreements, Decommission Agreements & Road Agreements concerning WECS.

The above agreements should be a part of the WECS ordinance.

When considering what should or should not be in any agreement you, as commissioners, must consider the health & safety of the people you are charged with protecting.

Paramount for our county is the need to distance the county from decommissioning, leave decommissioning where it belongs which is between the energy company and the lease signer.

Non-compliance fees & monitoring of non-compliance language should be included.

Without a means to encourage the energy companies to comply we as a county are left with no guarantees of relief if/when a citizen's life is disrupted.

Complaints should not be left to the planning administrator

The planning administrator will always have a personal relationship with the energy personnel & should not be placed in a position where favoritism could prevail.

A committee to troubleshoot & enforce the ordinance should be taken under advisement.

I encourage you to adopt the guidelines presented by Richey, Roberts, Cherret, Kubak & Golden as they have donated their time, research & knowledge to protecting the health and safety of Henry County as well as our financial base.

Patsy Conyers
Harrison Township

January 26, 2018

Henry County Commissioners (Cronk, Baker, Yanos)

Dear Sirs,

I am writing to give you my take on the Economic Agreement, Decommissioning Agreement and the Road Agreement that the county has with NextEra and Apex.

First of all, the mentioned agreements should be separate for each wind company. Not a "one fits all".

Second....A Tax Abatement is totally uncalled for. The "wind" companies are getting enough of my money and yours and every taxpayer in the nation, state and YES, this county. If they truly want to plant the machines in Henry County, they can do so without any free give away.

Third.....No road agreement should require "the county" assist with any road improvements or anything else. The "wind" tears them up, they can repair and bring the roads back to a functioning decent road at their expense, not the county's.

Fourth.....There is likely little or NO economic growth once a "wind factory" has invaded a county. They claim they will bring jobs. This is stretching the truth pretty far. Every where "wind" has been constructed, jobs are brought in by their own workers. Once the project is done, NO JOBS. There will be a decline in population as well. In the Anderson Herald Bulletin today (1-26-18) "Residential Tax Abatement" brings NEW HOMES and PEOPLE to Madison County. Four homes = \$1Million in growth. Think about that. Let's get a "Residential Tax Abatement" and really promote growth in Henry County.

Fifth..... Decommissioning. That is a real concern. They bury all that rebar and concrete and then say they will remove only 3 feet of it and want us the county tax payers to foot part of the bill. Absolutely NO! If IWT are here, the wind can remove ALL of it when it is no longer considered useful. The wind and the signing lease holder should be responsible for the removal AND restoring the ground to the original condition.

Last but not least.....If this is such a great thing, the wind should be required to GUARENTEE property values. They continually insist there is NO adverse effect on

property. Put the money where the mouth is. Again, we know they can't do such a thing as they know property values WILL go down.

Now, I realize this is very simple and quite to the point. The agreements mentioned are in such verbiage, an ordinary citizen is not likely to understand every word. What I do understand is this, the "wind" has manipulated and scripted nearly everything that has occurred since 2009. Our county government has become the thorn in everyone's side. Nobody wanted this, it was thrown at us. We could have all stayed home, probably the way you all would want it, business as usual. Sadly, or maybe thankfully, we are not at home anymore.

I hope you will take my opinion as a serious attempt to improve what is in the documents. You can have the lawyers do what they do as far as "words". Just know that we do love our homes and our county. We only want what is best for ALL the citizens.

Sincerely,

Peggy Stefandel

Henry County Citizen

have already sent a letter, but wanted to follow up with this suggestion.

if the three agreements were included in the actual WEC ordinance, there would be no need to negotiate a "new" agreement each time. This would result in No money from the county being spent. The "wind" should finance every dollar right down to the last penny if they want to construct IWT here. If the "wind" is such a reliable and sustainable business, let them foot the entire bill. I prefer MY tax dollars be spent on better and wiser choices, after all, it is the "taxpayer" who pays for all of the "wind" projects.

Give the people of Henry County a SAFE, HONORABLE, ETHICAL, FOR THE PEOPLE WIND ORDINANCE AND YOU CANNOT GO WRONG. Give us anything less, and you are not doing your job. You work for us, NOT the "wind" companies.

Peggy Stefandel

In Lieu of Economic Development Agreement

To be included in the WECS Ordinance under Section 9.6 C

2. Economic Development Payments

The County desires to foster economic growth and create new jobs throughout Henry County along with investment in and growth of the tax base. The County recognizes that WECS projects involve the installation of wind turbines, facilities, underground electrical system, communications system, transmission lines, substations, switchyards, operation and maintenance facilities, access roads, lay-down and staging yards, construction and related facilities, equipment and improvements related to the various projects which could limit investments in and development in portions of the County for other commercial purposes that create significant new jobs in the County.

A. In consideration of the anticipated restriction of certain other new commercial development and employment in portions of the County as a consequence of the Project, the applicant/owner/operator (the "Company") shall make the following payments (the "Economic Development Payments") on the following dates:

1. At the time of Improvement Location Permit request submittal the Company will pay the initial Economic Development Payment of Fifteen Thousand Dollars (\$15,000) per megawatt of nameplate capacity anticipated to be installed. (Payment amount shall be subject to an annual escalator or increase based on current construction costs and/or the Federal Consumer Price Index.)
2. Annual Economic Development Payments will be made on the anniversary of the Initial Economic Development Payment in an amount equal to the average leaseholder payment on a per turbine basis and that average multiplied by the number of industrial wind turbines owned or operated by the Company in Henry County.

B. Payments in Lieu of Taxes

In addition to the Economic Development Payments, the County is also entering into this Agreement in reliance upon the property taxes to be paid by the Company to the local taxing units located in the County (including the County, each a "Taxing Unit") as a result of the investment by the Company in the Project (which property taxes shall not include the value of any taxes abated as a result of an abatement. In the event of a Change in Law, the Company shall pay to each Taxing Unit an annual amount (such payment, a "PILOT") for each year beginning as of the effective date of such Change in Law, and continuing through and including, but not after, the due date(s) for installments of taxes payable until decommissioning is accepted. The annual PILOT shall be paid in semi-annual payments on such dates as regularly scheduled installments of property taxes are payable (currently in May and November of each year). "Change in Law" shall mean a change in the local, state or federal laws, rules, or regulations which makes all or any portion of the Company's property exempt from taxation by the Taxing Units or alters any applicable depreciation rules or regulation and which materially impacts the anticipated tax collections by the County. The amount of

February 1, 2018

Henry County Commissioners
Courthouse
New Castle, IN 47362

Dear Mr. Baker, Mr. Cronk, and Mr. Yanos,

Thank you for making efforts to do a much needed update to the Henry County WECS Ordinance. Please remember that your first obligation is to protect the health, safety and well-being of the people of Henry County.

This letter comes with proposals attached that address the three agreements that are typically completed with each WECS project. We propose that the requirements previously negotiated with each project now become a part of the WECS Ordinance. By including these requirements in the WECS ordinance, it becomes consistent for all companies, eliminates the need for negotiations, and does not require legal counsel.

The Economic Development Agreement contains a plethora of statements that are not in the best interest of Henry County, both financially and legally. With those statements removed, all that remains are the economic development payments as compensation for the loss of future economic development caused by wind turbines. The wind companies offer only a pittance compared to their expected profits, and only for a short time, relative to the expected life of a project.

The Road Use and Drains Agreement is vitally important to the infrastructure of the County. The Agreement gets caught up in all the legalese when it would be straightforward to just state the requirements the County has for repairing and maintaining roads, keeping them safe, and protecting farmland. We have made a concerted effort to include many of those requirements, and any additional stipulations can be added. Communication of events during construction is crucial for the people of the county, since they must adapt their schedules and travel to the disruptions caused by construction.

There is no need for a Decommissioning Agreement, but recommended changes must be made to the decommissioning section of the WECS Ordinance to protect the future of Henry County and its citizens. We believe that the County should not be responsible for the decommissioning of a WECS. A WECS is a business venture and it is the responsibility of those who will reap the potential benefits. That responsibility falls on the wind company and the lease signers. The County still needs to oversee that the process is completed and done satisfactorily.

These proposals are a huge step forward for the County as it considers wind energy and what is best for the County. It will save the time, money, and provide safeguards for the County and its people. Wind companies will know up front what is expected of them as they consider coming to the County.

Thank you for considering these proposals. We hope that they become part of the revised WECS ordinance.

Sincerely,

Rosalind Richey
Gary Rodgers
Vern Cherrett
Casey Kubak
Heidi Golden

In Lieu of Economic Development Agreement

To be included in the WECS Ordinance under Section 9.6 C

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each annual PILOT shall be determined as follows: (a) the amount of property taxes that the Company would have paid during such year to the Taxing Units had the Change in Law not taken effect, based on the then current property tax rate and the finally-determined assessed value of the Company's property for that assessment year (without taking into any account any abatement), less (b) any abatement (without any effect of the Change in Law), less (c) the amount of other new tax revenue received by the Taxing Unit(s) from the Company as a result of the Change in Law, which other new tax revenue may be collected locally or at the State level and distributed to the Taxing Unit(s) (e.g., a production tax, a license tax based on gross revenue, etc. that is imposed and distributed to the Taxing Unit).

C. Additional Covenants.

1. The Company hereby covenants and agrees that within fifteen (15) days of filing Form UD-45 with the Department of Local Government Finance, it shall provide a copy thereof to the Henry County Auditor and the County Assessor. Concurrently, the Company shall provide a schedule to the County Auditor and the County Assessor showing the total cost of property placed in service for such property for federal tax purposes and the annual and accumulated depreciation for federal tax purposes. The total cost of property placed in service as shown on such schedule is intended to match the amount shown on Line 9 of Form UD-45, and the amount shown on such schedule for accumulated depreciation is intended to match the amount shown on line 21 of Form UD-45. Any discrepancies shall be reconciled on the schedule. The Company agrees to depreciate the wind turbines on a five-year MACRS basis, and to not claim that the wind turbines are subject to any obsolescence deduction. Such schedule shall be used by the County to verify that Company depreciated the wind turbines on a five-year MACRS basis, and did not claim any obsolescence deduction.
2. The Company, or its parent, shall at no time after Improvement Location Permit submittal and during the operation of the Project shall it initiate or participate in any legislative effort with the objective of seeking a Change of Law.

2

IN LIEU OF ROAD USE AGREEMENT

Editorial Note: To save the expense in time and money in litigation with every company interested in building a WECS in the County, it is beneficial for the County to list its criteria for use and repair of county roads in the WECS ordinance. This section also includes drainage.

9.10 USE OF ROADS/SERVICES

A. Use of Roads

1. The Company desires to construct a wind power project (the "Project") consisting of wind turbines and related facilities, including, but not limited to, power collection and communications systems, site roads, pad-mount transformers, an operation and maintenance building, electric substations, transmission lines, switchyard, staging areas, and related facilities (collectively, the "Project Facilities") in the County.
2. As part of the construction and, later, the Decommissioning, of the Project, the Company will use certain roads, bridges, culverts, and rights-of-way located in the County (collectively, the "Roads") that will be shown in Exhibit A of the Transportation Plan (Section 9.10B) included with the Improvement Location Permit. This plan shall remain in effect until Decommissioning is complete.
(Editorial Note: Add to Improvement Location Permit Application: Transportation Plan (Section 9.12))
3. The Company's use of the Roads, including use by its contractors and subcontractors, will include the operation of heavy trucks and other heavy equipment in excess of the weight of vehicles that customarily use the Roads to transport parts, facilities, materials, and equipment and to carry out other related activities during the construction, and later, the decommissioning, of the Project.
4. The County, pursuant to Indiana law, controls the roads and certain rights-of-way within the unincorporated areas of the County and may place reasonable restrictions on the use of roads and rights-of-way for the public's health, safety and welfare, including but not limited to weight restrictions and the placement of other structures in the right-of-way. All vehicles over five (5) gross tons vehicle weight shall use only Roads approved by the County for the Project.
5. The Transportation Plan and the Drainage Plan shall establish that the newly constructed WECS access roads shall not impede the flow of water and will comply with the county drainage ordinance or standards and policies of the Engineer/Surveyors Office and Drainage Board, as applicable.
6. County Inspector

1

- a. The County may retain an inspector ("County Inspector") during construction of the Project as a result of the process set out in (b) below. The County Inspector shall inspect Company's upgrades and repairs to the Roads and drainage improvements and provide written acknowledgement that such upgrades and repairs appear to have been made in accordance with this Ordinance, where such is the case or, where such is not the case, so inform Company and the County Highway Superintendent (with respect to Roads) and the Drainage Board (with respect to drainage improvements) and act as liaison between Company and the County Highway Superintendent and Drainage Board in order to see that such repairs are brought into compliance with this Ordinance. The County Inspector shall inform Company of any damage noted by the County Inspector in the performance of the County Inspector's duties.
- b. Prior to the initiation of construction of the Project, the Company shall provide the Highway Engineer a construction schedule based upon which the parties shall mutually agree upon the estimated number of hours that will be required of the County Inspector. County agrees to not unreasonably withhold approval of the budgeted hours. County agrees that the person or persons retained by it shall not charge the Company more than \$100 per hour. Upon agreement as to a budget for the County Inspector, Company shall pay in advance the estimated amount of the expenses that the Company will incur with respect to the retention of the County Inspector to perform such duties (the "Budgeted Amount"). The County agrees to deposit the Budgeted Amount in a separate account for the sole purpose of paying the fee of the County Inspector. The County shall promptly refund a portion of the advance payment to the Company to the extent that the actual expenses incurred by the County are less than such advance payment, and the Company shall pay to the County such an additional amount as is necessary to pay all expenses, to the extent that the actual amount of the expenses is more than the advance payment; provided, however, that such additional amount shall not exceed the Budgeted Amount by more than ten percent (10%), unless the additional cost is caused by the Company.
- c. All hourly fee rates and required security amounts, as identified throughout this Section concerning expenses to be covered by the Company or otherwise reimbursed to the County, shall be subject to an annual escalator or increase based on current construction costs and/or the Federal Consumer Price Index.

B. Transportation Plan

1. Submit a Transportation Plan (Exhibit A) with the Improvement Location Permit. The Transportation Plan is a detailed route plan that has been recommended by the County Engineer, County Highway Supervisor, County Sheriff or designee, School Superintendent(s) of the district(s) the WECS will be constructed in or designee(s) , Fire Chief(s) with

2

jurisdiction over the WECS Project Area or designee(s), Soil & Water Conservation District Board Representative or designee(s), and other identified individuals, including consultation with all affected landowners (the "WECS Transportation Committee") of easements of such roads, which will review and recommend to the County Commissioners the proposed Transportation Plan submitted by a WECS Applicant. The Plan will be reviewed and inspected during construction by the WECS Transportation Committee, with repairs made according to specifications.

- a. No route or access roadway for the transit of the WECS-related construction, repair, and decommissioning work shall be permitted across or in proximity to railroad facilities, natural gas, oil, or other materials conveyance lines without the prior written approval of the operator/owner of those specific conveyance lines, facilities, and their easements. Isolation distances and separation methods from the transit routes/roadways to the conveyance lines and rail facilities shall follow accepted safety regulations and the applicable standards as identified by their respective industry practices. Approved distances to all such conveyance and rail lines and their easements must be shown on the Transportation Plan documents. County shall have no duty or responsibility to coordinate the work and scheduling of any contractor, subcontractor, or material supplier of the Company, or enforce compliance with any regulatory jurisdictions that oversee the conveyance and rail lines that may interface with a WECS-related transit route or access roadway.
 - b. Company shall maintain a single communications source/liaison to the County for all WECS-related transit planning, scheduling, work progress, and technical information concerning the transit routes and access roadways. Company shall fully update its information not more than on a weekly basis to the County, but shall report transit-related incidents and accidents in the immediate timeframe, and as needed to accommodate any emergency conditions.
3. The Transportation Plan includes all Roads used for staging, construction, maintenance purposes, and later, decommissioning. The Transportation Plan shall include all intended improvements, upgrades, construction and repair to the Roads. All roads will be from intersection to intersection. Prior to the start of construction of Project Facilities, at the expense of Company, Company shall create a detailed video visual record and summary textual narrative of the pre-existing condition of all Roads covered under the Transportation Plan that is approved by the County Highway Superintendent and the County Engineer. The Engineer shall conduct a preconstruction baseline survey to determine existing road conditions for assessing and recording potential future damage. Due to lack of funding some parts of County roads have reverted to gravel. Repair to those roads shall be to the intended prior surfaces. The County Engineer has a list of standards for each section of road in the County. Those standards or better shall be used for all repairs after

3

construction completion.

4. The Transportation Plan is to be used for construction, maintenance by a WECS including plans for temporary road closures and traffic re-routing, plans for the repairs, replacement and/or reconstruction of all damage to roads, bridges, signage, vehicles, drainage structures, and other public or private improvements damaged by the WECS construction and maintenance, and the posting of repair, replacement, and maintenance bonds and such other matters as may be determined to be necessary and appropriate to protect the health and safety of motorists and to preserve and maintain the affected roads, bridges, and other public and private improvements.
5. Driveways, Road Improvements and Improvements to Right of Way
 - a. Company may install driveways or entrances from certain Roads as shown in Transportation Plan and when finalized, shall list such driveway and road entrances, shall attach such diagrams to Exhibit A. All driveways shall follow specifications in Ordinance for the Construction of Access and Entries to County Highways and Roads (Appendix A), paying permit fees for a Combined Driveways Permit, prior to issuance of Project Improvement Location/Building Permits.
 - b. Company shall improve designated areas of certain Roads and improve designated intersections of certain Roads, and upgrade the base thickness and surface of the Roads as required to ensure stability throughout the construction phase. Prior to commencement of construction, Company shall prepare, subject to the approval of the County Highway Superintendent, the County Engineer, and the County Surveyor, a Road and Drain Upgrade and Restoration Schedule, which shall include (i) the planned road upgrade (if any) for each length of the Roads from intersection to intersection required prior to the commencement of construction (including the proposed upgraded width and aggregate to be added), (ii) the preparation, stabilization, and restoration plan for each of the Roads (including final surface type, final surface width, and shoulder taper), (iii) the preparation, stabilization, and restoration plan for each of the Drainage Improvements, and (iv) the estimated cost of performing all repair work. The Road and Drain Upgrade & Restoration Schedule shall be attached to the Transportation Plan.
 - c. All work on improved corners shall be done in accordance with the Corner Specifications or as otherwise required by County regulations and ordinances. Drawings of "typical" improved corners of existing intersections shall be included with the Road and Drain Upgrade & Restoration Schedule.

4

- d. Road improvements required to provide material deliveries to turbine foundations shall be finished ahead of material deliveries in the area prior to construction of the turbine pads.
 - e. Upon completion of construction of the Project Facilities, all road improvements shall remain unless the County Highway Superintendent specifically requests, in writing, that such improvements be removed; provided, however, that any improvements located outside the permanent right-of-way owned by the County shall be removed unless otherwise requested by the County.
 - f. Permits from the County for wide-outs and improved corners of existing intersections may be combined with the Company paying permit fee for a Combined Permit.
 - g. Each of the access drives will be constructed with a minimum approach width as approved by the County Highway Superintendent and the County Engineer and appropriate ordinance (see Appendix A). Culverts across roads, in the right-of-way, and under driveways, that existed in the Project area prior to the Project and are removed during the Project activities, will be available to the County for salvage. Proper drainage shall be maintained at all times.
 - h. After construction of the Project is complete, Company shall, unless permitted otherwise, in writing, by the County Highway Superintendent, the County Engineer, and the County Surveyor, return drainage located within the public right-of-way to its existing condition as of the start of construction by repairing or replacing, as necessary, any field tiles, culverts, pipes or other drainage facilities damaged in the public right-of-way and the reconstruction of any open ditches as required to provide proper drainage. The parties acknowledge that the Company shall address crop damage with landowners pursuant to the terms of the applicable lease, and with non-participating landowners pursuant to projected value of the crop.
 - i. After the installation of the underground transmission lines is complete, Developer shall back-fill any trenches or holes (including as may be subsequently required to address any effects of settling), remove excess dirt, materials, and debris, and reseed disturbed areas.
6. Daily Plan of Work

The Company shall submit a daily plan of work submitted at a time of day specified by the County Engineer detailing where construction and transportation activities will occur to the County Highway Supervisor, County Sheriff, County Engineer, Soil & Water Conservation District, the Superintendent(s) of the School District(s) and County Board of

5

Commissioners in which construction is occurring and to the emergency services with jurisdiction over the areas in which construction is occurring. This shall include notification of any oversize or overweight loads entering or exiting the project each day as well as any work on roads, drainage, or access roads. The company shall have a website updated daily where interested parties can obtain this information.

- 7. The Transportation Plan must be approved by the HCPC and County Commissioners. This Plan is to be included as Exhibit A of the Improvement Location Permit.

C. Drainage Plan

- 1. Using records and maps of County regulated and private open and tile drains, including lateral drains directly connected, as requested from and provided by the County, provided at regular custom mapping rates, Company shall develop a Drainage Plan.
 - a. The Drainage Plan shall indicate such regulated and private drains which lie within one hundred feet (100') of any point at which there is any proposed Project construction activity or operation of a motor vehicle or other equipment weighing more than five (5) tons (the "Affected Drains") in the Development Area. The Company shall not place any IWT within 100 feet (100') of such regulated and private drains. Prepare one or more maps depicting all Affected Drains.
 - b. The Drainage Plan must be approved by the County Surveyor, Drainage Board, Zoning Administrator and County Commissioners. The Drainage Plan and map shall be included with the Transportation Plan in Exhibit A.

D. Transmission Lines

- 1. The County will allow the Company to use the Roads for the purposes of the installation of below ground transmission lines in accordance with all local ordinances, regulations and conditions of any approval or permit (see Appendix A). All below ground transmission lines shall be placed as close to the edge of the right-of-way and as far from the road surface as possible, except upon written approval from the WECS Transportation Committee. No transmission poles are to be erected. It is the responsibility of the Company to contact proper authorities to determine locations of all underground utility lines.
- 2. The Company shall provide the County, in the Transmission Plan, maps showing the location of all proposed below ground transmission lines associated with the Project to ensure compliance with this Ordinance and local ordinances. All landowners adjacent to the affected rights-of-way shall be notified prior to County approval and allowed input.
- 3. The Transmission Plan for all transmission lines must be approved by the County Engineer, the County Highway Superintendent, and the

6

County Surveyor. This Plan shall also be included in Exhibit A of Improvement Location Permit.

4. Underground Road Crossings

Company may install cables and wires under, across, or along the Roads and drainage improvements according to the appropriate ordinance (see Appendix A) and subject to the following:

- a. Company may cut an "open trench" across gravel and unimproved roads, and the trench will be backfilled two (2) feet beyond each shoulder with compacted number fifty-three (No. 53) stone per the permit specifications. No open trench shall be cut in a paved road, unless approved by the County Highway Engineer and the County Highway Superintendent.
- b. Company will bore under paved roads and may bore under certain drainage improvements, and all boring pits and ditch excavation will be backfilled, compacted and raked to return it to conditions substantially similar to those prior to commencement of work. Any such boring by Company must be at a minimum depth of 48" below the cross-section of the Road or associated drainage improvements at the selected crossing location.
- c. Each boring or cut across a county road or drainage improvement will be identified by general location and also by centerline coordinate, and upon the completion of construction, Company will provide an as-built location.
- d. The County will accept a single permit form applying to all of the individual underground bore and "open trench" underground crossing locations. The permit forms will only be used as an official record for documenting the location of the underground crossings. A map or maps of these locations will be included with the Transportation Plan.

E. Health, Safety, Security, and Environmental

1. All vehicles driven by Applicant/Owner/Operator's employees, contractors and subcontractors will abide by local, state, and federal traffic laws including speed limit guidelines.
2. In compliance with the current Indiana Manual on Uniform Traffic Control Devices, certain safety signs ("Safety Signs"), as determined by the County Highway Superintendent, and County Sheriff or designee, will be put up by Company for at all times within a reasonable distance of current construction activities when Company's crews are working on the Roads.
3. Dust and debris control measures will be required by the County during construction of WECS. For dust control, commercially available measures such as a dust palliative, shall be used. For instance, a storm

7

water run-off fence shall be required on all construction sites during construction and installation. All dust or debris complaints or requests by the County Highway Superintendent shall be remedied within 24 hours.

4. All facilities shall comply with existing septic and well regulations as required by the Henry County Health Department and the State of Indiana Department of Public Health.

F. Road Repairs, Sign Damage, Drainage Improvements during Construction

1. Any road damage caused by the construction of the WECS project equipment, the installation of same, or the removal of same, shall be repaired to the satisfaction of the County Engineer and County Highway Superintendent. A corporate surety bond made out to the Henry County Commissioners in an amount to be fixed by the Engineer shall be required by the Engineer to ensure the County that future repairs are completed to the satisfaction of the unit of local government. The cost of bonding is to be paid by the applicant.
2. If the applicant does not make repairs in a timely manner, the Supervisor is authorized to make repairs and charge the applicant a fee to cover the costs of repair. Such fees shall be established at the start date of construction and may be revised at three-month intervals.
3. A \$1,000 fine shall be assessed for each occurrence where WECS oversize or overweight construction and maintenance equipment utilizes any route(s) in violation of the approved Transportation Plan.
4. The Company, at the end of each day, shall check for damage to the Roads that were used that day and related drainage improvements. In the event that the damage imposes a danger to the safety of the public or traffic, the repair and appropriate safety measures will commence immediately and be completed as soon as possible upon notice from the County Highway Superintendent. The County Highway Superintendent may repair or replace any damaged safety signs, and the Company shall reimburse the Highway Superintendent for the cost of such repair or replacement.
5. Upon request of the County Highway Superintendent, the Company shall provide continuous warnings and post necessary signs in addition to safety signs indicating unsafe conditions.
6. All damages to waterways, drainage ditches, field tiles, or any other infrastructures caused by the construction, maintenance, or decommissioning of the WECS, must be completely repaired to original or better condition, and so as not to impede the natural flow of water. All repairs must be completed within thirty (30) days, weather permitting, of notification by the Surveyor/Engineer or his agent and, upon completion, must be approved by the Henry County Drainage Board. The Company shall be responsible for loss or damage proximately resulting from its impairment of such drainage structures.

8

7. The Company shall be responsible for incidental and consequential damages resulting from the impairment of such drainage structures. This makes them responsible for the damage of the incident and any damage caused subsequently by the damage. (Editorial Note: An example: they crush a pipe and water backs up and floods my car. This is incidental damage. Because my car was flooded I didn't make it to work and I lost wages for 3 days. This is consequential damage and they would have to pay that, too. Because I didn't make it to work my boss lost a big contract. They could be liable for that too. And so on and so on.)

G. Repair of Road and Drainage Damage after Construction Completion

1. Upon completion of construction of the Project facilities, the Company will repair or pay for the repair of all damage to the Roads and drainage improvements resulting from the Company's use of the Roads during the construction of the Project facilities, based on, but not limited to the Transportation Plan set forth in Exhibit A. Such repairs shall include the removal prior to the start of construction, the reinstallation after the completion of construction, and the replacement of any damaged section corner markers. Company shall repair the Roads according to standards of the Transportation Plan and this Ordinance.

2. The County Highway Superintendent, the County Engineer and Transportation Coordinator shall determine the start date for the repair based on the site conditions, and Developer shall make such repairs or cause them to be made within ninety (90) days after the completion of the Project Facilities (or with respect to repairs the start date of which is determined to be between September and the following February, then by the following May 1).

H. Default and Imposition of Fines

a. Upon written notice to Company (given by fax and by e-mail directed to the fax number and e-mail address provided by Company for such purpose) of Company's default regarding the provisions of this Agreement as set out in (b) below and Company's failure or refusal to abate, correct, or otherwise remedy such default, the County may impose a fine upon Company, as indicated in paragraph (b) below. Fines are imposed for each day of the same incident of default after expiration of the applicable notice/cure period as set forth below. Company shall pay all fines to the County within thirty (30) days of receipt from the County of proper notice of and request for payment of a fine. Any issuance to the Company of a notice of and request for the payment of a fine shall be approved in advance by the Board of Commissioners of the County.

	Amount	Notice/Cure Period
(b) The provisions to which the default shall subject Developer to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows: Section E (signage)	\$500	24 hours for non-custom, non-specialty signs; 72 hours for custom or specialty signs. Provided, that to the extent that a permanent sign is not available through the use of reasonable diligence, temporary signs are permissible and effective in avoidance of any fine that might otherwise be assessed.
F3 (unauthorized use of Roads) First or second Occurrence Third or more Occurrence	\$1,000.00 \$5,000.00	Automatic upon notice from County; no cure period
E3 (dust control)	\$500	24 hours from request made by Highway Superintendent pursuant to Section E3
F6 (road or drain repair)	\$500	Reasonable time period under the circumstances, taking into account, among other factors, safety concerns, weather conditions, and nature of the repairs, but in the case of damage that does not impose a danger to the safety of the public or traffic, commencement of such repairs no more than seven (7) days after the notice from the Highway Superintendent or the County Surveyor under Section 9(a) and completion of such repairs related to the Project not more than fifteen (15) days after such notice; if the damage poses danger to the safety of the public, the repair shall be immediate.

I. Miscellaneous

1. Any material changes from the approved Transportation Plan or if post completion repairs, improvements, or expansions require oversize and overweight loads or involve new routes, an Amended Transportation Plan must be approved in the same manner as the initial plan.
2. On completion of construction the Company shall submit to the County Engineer/Surveyor a site map in digital format, preferably GIS detailing all ground disturbed through construction activity, surface/subsurface structure/infrastructure and all routes over which trucks and equipment traveled. The map shall include all new construction that is part of the WECS, roads and drain improvements that have been repaired, and all transmission lines. The scale and format of the submitted map shall conform to the County Engineer's specifications.
3. For a period of ten (10) years following the completion of construction the Company shall be liable to the County for all costs of repair, as determined by the County Surveyor/Engineer, to county drain tiles, regulated drains and ditches and other county regulated surface and subsurface structures and private tiles located in the public right of way within one hundred (100) feet of the routes and disturbed ground as described. The Company shall also be responsible for damage to crops as previously described.
4. All sections of the Road Use shall be in force through the completion of decommissioning of this Project to the satisfaction the County Highway Supervisor and County Engineer.

IN LIEU OF DECOMMISSIONING AGREEMENT

Editorial Note: The risk of any business venture should lie with those involved who reap the potential profits. Therefore the Decommissioning should change from a "County responsible" event to one where the applicant and the lease signers are responsible.

It is necessary to rewrite much of the decommissioning section of the WECS ordinance.

9.12 DECOMMISSIONING PLAN

Prior to receiving an Improvement Location Permit, or siting approval under this Ordinance, The Company shall formulate a Decommissioning Plan outlining the anticipated means and cost of removing a WECS at the end of their serviceable life or upon becoming a discontinued or abandoned use to ensure that the WECS is properly decommissioned. The Owner and Landowner(s) shall be held jointly and severally liable for the successful and timely implementation and completion of the Decommissioning Plan. A decommissioning plan shall include, at a minimum, language to the following:

- A. Assurance (Editorial Note: This section addresses financial assurance for the benefit of the lease signers in the county.)

Written assurances will be provided that the facilities will be properly decommissioned upon the project life or in the event that the facility is abandoned. The Owner shall make annual reports to the lease signing landowners and to the County.

- B. Discontinuation and Abandonment

1. All WECS shall be considered a discontinued use after six (6) months without energy production, unless a plan is developed and submitted to the Henry County Planning Commission outlining the steps and schedule for returning the WECS to service.
2. Abandonment by the Owner or Operator:
In the event of abandonment of the Wind Project by the Company, the Company will provide an affidavit to the Henry County Planning Commission representing that all leases for WECS contain terms that provide financial assurance, including access to the salvage value of the equipment; for Landowners to ensure that the WECS are properly decommissioned within six month of expiration or termination of the Wind Project; provided, however, delivery of such affidavit shall not relieve the Company of any of its obligations under this Ordinance.

- C. Removal

The Company's obligations shall include removal of all physical material pertaining to the project improvements to a depth of eight (8) feet below ground level within one year (1) of the discontinuation or abandonment of the facility, and restoration of the project area to as near as practicable the condition of the site immediately before construction of such improvements by the owner, or by Henry County at the owner's expense. The decommissioning will include all

parts of the WECS including underground transmission lines. The lease signer may waive removal of these lines on his property with written notice to the Company and copied to the County. The Company shall comply with all federal and state requirements for disposal of all debris.

D. Defaults

If standards are not met, then the Company is in default. The default by the Company shall constitute a default of the Ordinance, and any remedies set forth under the Ordinance. The County shall provide written notice to the Company, setting forth the default(s). Such written notice shall provide the Company a reasonable time period not to exceed sixty (60) day to rectify/cure the default.

1. Non-compliance of Defaults

If the County determines at its discretion, that the Company does not resolve the default(s) within the cure period, the existing County ordinance provision(s), Section 9.16, addressing the resolution of such default(s) shall govern.

2. Costs Incurred to the County

If the County removes a tower and appurtenant facilities, it may sell the salvage to defray the costs of removal with any balance paid into the general fund and any shortfall billed to the Owner and Landowner(s) who shall be held jointly and severally liable. By approval, the permittee or grantor grants a license to Henry County to enter the property to remove a tower and associated appurtenances to pursuant default of decommissioning. Furthermore, the County may seize the assets of the Landowner to recover any expenses not covered by the owner.

Henry County Commissioner's Office
101 S Main Street
New Castle, IN 47362

Re- economic, tax, and decommissioning agreements

The County should NOT be liable for decommissioning **in ANY way**; the wind companies and/or participating landowners should be responsible. That would alleviate the need for a detailed, bond-backed Decommissioning Agreement. BUT.....There should just be an Agreement to restore the land to the condition it was in prior; concrete bases & cables should be completely removed, with a timeline once the turbines cease operation, **and penalties for non-compliance, with a detailed plan how that penalty would be carried out, who would monitor it, etc.**

The current Agreements outline no penalty process if wind companies fail to comply with the ordinance or any other detail in the agreement. (Of course they'll sign the agreement, because there is no pressure to comply; nothing happens if they don't!) There should be a stringent penalty process with a schedule for how it is administered.

For instance, let's say someone complains about the sound levels exceeding the ordinance requirements. What is the penalty if the issue is not resolved; what if it continues for days, weeks? longer? Daily penalty? Whose discretion to determine if the complaint is worthy of attention and resolution? It should NOT be left up to the Planning Administrator.

The (agreements) requirements should be in the WECS ordinance, so there is no negotiating, no investment of time energy and concern on the part of the county and no commitment from the county. This leaves the planning commission free to act for the people. Err on the side of SAFETY for your citizens. Do not risk non-participant's health, property values or safety for the benefit of a select few.

Change the wording in the Comp Plan to **WELCOME** families and rural community growth into Henry County. If someone wants to build a new home in the country, the comprehensive plan would dictate that a minimum of 20 acres be broken off from a parcel in order to build. Right now, there are many rural homes that are built on 3 acres or less. If approved, the comprehensive plan would not allow owners to break off 5 or 10 acre parcels to give to their children, or their grandchildren, or to sell to an outside party for new home construction.

"WHEREAS, the Project will involve the installation of wind turbines, facilities, underground electrical systems, transmission lines, substations, ... which COULD LIMIT CERTAIN KINDS OF INVESTMENT IN AND DEVELOPMENT IN A PORTION OF THE COUNTY FOR OTHER COMMERCIAL PURPOSES THAT ALSO COULD CREATE SIGNIFICANT NEW JOBS IN THE COUNTY; and"

How can this be a part of an ECONOMIC DEVELOPMENT AGREEMENT for Henry County that anyone in their right mind would sign?

Sincerely, Randy and Gerri Shewmaker

1.31.2018

RE: Wind Agreements in Henry County

1. Please stop defining crop-worthy farmland as Economic Revitalization Areas.
2. I firmly believe that wind farms will NOT spur economic growth –
 - a. Jobs created will mostly be very short term (construction period jobs), and permanent jobs will be few (based on newspaper accounts of existing wind farms).
 - b. Current “wealthy” residents will leave for better parts of the country. Who, if anyone, will replace them? The “non-wealthy” will be left with an even greater financial burden of sustaining the county.
 - c. New homes and new residents will be stifled—who wants to live in a utility scale wind farm with all the known and potential dangers?
 - d. New (and old) businesses will be stifled—without population growth, especially a population with disposable income, businesses will be harder to sustain.
3. The road agreements are necessary—there is no doubt that wind farm construction would tear up the roads. However, I have doubts about when and how the wind companies would reconstruct the roads—who is going to enforce the road agreement if/when the wind company decides they really don’t want or need to live up to them? Court battles, if necessary, can drag on “forever” and in the meantime, residents would have to live with road conditions that are even worse than they are now.
4. Decommissioning agreements are necessary, too. However, past history has shown that large companies are willing and able to NOT uphold their end of the bargain, and counties were left to deal with the fallout—you likely can think of some in the recent past in Central Indiana and beyond. I am very concerned that these companies will agree to any decommissioning agreement, knowing that there will be loopholes plenty big for them to get out of honoring it, or knowing they can declare bankruptcy and get out of it.
5. Tax abatements – why give tax abatements to a type of company that is destroying our county (it’s already created permanent rifts within families and between neighbors). The risks outweigh the advantages.

A few more thoughts in closing:

Just as it is best not to get involved in drug and alcohol abuse (even though there are ways out of addiction, and not EVERYONE abuses drugs and alcohol, and not every drunk driver causes an accident or death), the best thing to do would be to prevent the wind companies altogether. Yes, I am against change—change that I think is for the worse.

Unfortunately, since we (as a society) are willing to live with drug and alcohol abuse and its consequences, I’m afraid that elected officials believe it is okay to live with the detrimental effects of industrial wind farms. Or, they believe that there are NO detrimental effects, because the wind company could/would never lie, has no reason to lie, etc.

I have a bit of hope, fading fast, that you and the rest of our county officials will come up with a plan that really does help Henry County as a whole. I tell myself that you must have above average intelligence to have gotten where you are today, and that you care about the county—after all, you, your friends and family live here, too. I hope I am not lying to myself.

*Sincerely,
Sara Gray*

I greatly appreciate the Henry County Commissioners asking for public input on the three agreements with the wind industry companies. I, however, don't see how the general public is supposed to understand the legal jargon. Having said that, I read through the contracts and deciphered as much as I could. My take:

ECONOMIC DEVELOPMENT:

1. “The wind companies requested assistance with completion of certain road improvements.” That statement is clear as mud. How could you agree to a request that has no explanation? Also, there should be NO assistance from the county at all! The wind “farm” is the wind company’s baby. They should be responsible for birthing, raising, and cleaning up after it.

2. “Granting of tax abatement deductions”. A simple “NO”. The companies want to come into our beautiful county, destroy the land, erect 500 ft. plus eye sores, affect the physical and mental health of people and animals (proven), and get a tax abatement doing so.

DECOMMISSIONING:

1. “Remove generating units to a depth of 4 ft.” Does that mean leaving 6ft. of the 10 ft. concrete base? If so, what sense does that make?

2. What does “exclusive of underground and cable circuits” mean? All of what is installed on top and under the ground should be removed, period.

3. “If company fails to provide the Restoration Fund and if county declares a default hereunder, county can pay any premium necessary to continue or establish the Restoration Fund in which case the company shall reimburse the county for the amount of such premium”. Really? Did anyone actually read this? Another simple “NO”. This puts total faith in 1. The county has any money for the fund, and 2. The company would actually reimburse the money. The county should NOT be responsible for decommissioning! The wind companies and /or land lease signers only should be responsible, with strict penalties for not complying. I have been on this planet long enough to know you can't trust most

everyone or, especially, any company. Does the word “bankruptcy” come to mind?

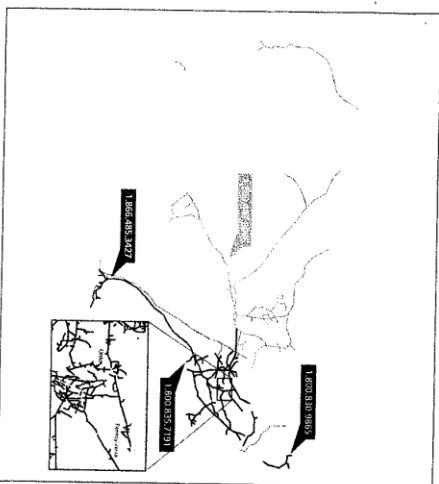
ROADS and Drains:

I feel I cannot comment on this subject because of all the gibberish written in the agreement other than to say that the companies should be responsible for the total project.

I would like to add that all the countless hours of time spent by many residents and commissioners, all the unnecessary emotions, grief, and turmoil, and all the conflict between residents could have been prevented by simply sticking to the ORIGINAL thought in the Henry County Comprehensive Plan that Henry County is NOT a place to install industrial wind turbines. Also, the county residents objecting to the turbines are educated, good, caring, and thoughtful people who just don't want to be affected by, or see the turbines. Respectfully,

Susan Stoots
Greensboro Township

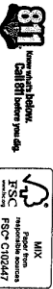
Natural Gas Pipelines



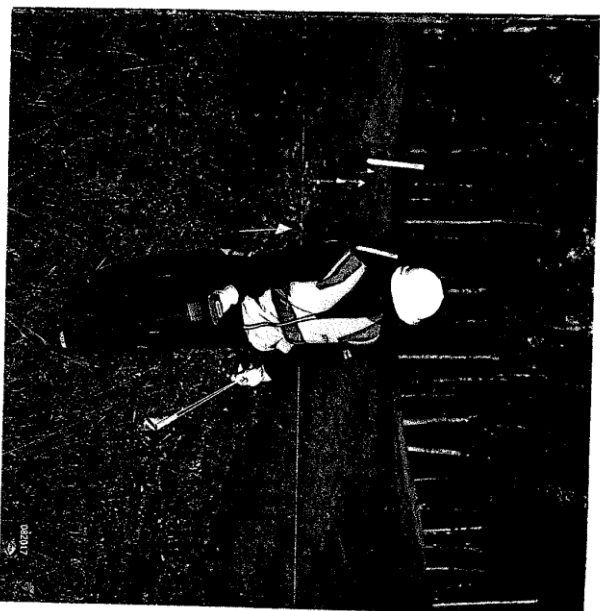
Emergency Numbers

Use the map above to find the emergency number for pipelines in your area. In the case of an emergency, if you dial the wrong number, your call will be directed to the appropriate operator.

TRANSCANADA NATURAL GAS	1.800.447.8066
Portland Natural Gas Transmission System (PNGTS)	1.800.830.9855
Columbia Gas Transmission, Crossroads Pipeline,	1.800.835.7191
Hardy Storage Company & Millennium Pipeline	1.866.485.3427
Columbia Gulf Transmission	1.855.511.4942



Mrs. Coltrane



Part of Your Community

You are receiving this brochure because you live or work near a TransCanada pipeline. This brochure contains important safety information about natural gas pipelines.

Please retain this brochure for your information.



About Us

TransCanada is a leading North American energy infrastructure company with an industry leading safety record. For more than 65 years, we have been building, operating, and maintaining pipeline systems in a responsible and reliable way to meet the energy needs of North America.

What is Natural Gas?

- Natural gas is an energy source composed mostly of methane.
- Natural gas is said to be odorless, but some people detect a slight hydrocarbon smell. If the gas has been odorized, it could smell "skunk-like" or similar to rotten eggs.
- Natural gas is highly flammable and explosive.

Our Natural Gas Facilities

TransCanada owns and operates pipelines and other associated natural gas facilities including meter stations and compressor stations.

Pipelines

Pipelines are the safest and most efficient method to transport energy to market. Our pipelines are built using industry best practices, which include using the highest quality materials during the construction and implementing routine quality inspections and 24 hour monitoring programs throughout the life of the pipeline.

Meter Stations

Meter stations are facilities necessary within a pipeline system that measure the volume of natural gas transported by a pipeline. Natural gas is measured at all locations where it either enters the pipeline (receipt station) or leaves the pipeline (sales station).

Compressor Stations

As natural gas flows along a pipeline, it slows due to friction between it and the pipeline. This results in a loss of pressure along the pipeline. In order to make the gas flow continuously at the desired flow rate, it is re-pressurized at suitable locations along the pipeline. This is done by mechanically compressing the gas at sites connected to the pipeline, known as compressor stations. The location and quantity of compressor stations required in a pipeline system is dependent on a number of factors, including the operating pressure of the pipeline, the diameter of the pipe used, elevation changes along the pipeline route and the desired volume of gas to be delivered.

Maintaining Pipeline Safety

- TransCanada conducts a rigorous pipeline maintenance program to ensure the integrity and safety of our systems. This includes but is not limited to ground surveys, cathodic protection, hydrostatic testing, investigative digs, patrols and in-line inspectors.
- TransCanada works to meet all applicable federal and state safety standards.
- The pipeline facilities are constantly monitored to ensure safety and integrity of the entire system 24/7.
- The pipelines are equipped with multiple valves that can isolate sections of the pipeline, reducing the potential amount of product released.
- TransCanada patrols pipeline right-of-ways to identify any unsafe or unauthorized activity within the right-of-ways which could damage the pipeline.
- TransCanada's employees are trained to meet all mandated federal requirements for Pipeline Operator Qualifications in the U.S.
- In accordance with federal regulations, some segments along TransCanada's pipelines have been designated as High-Consequence Areas (HCAs) where extra precautions are taken. For information regarding these measures, contact TransCanada and ask to speak with the US IMP Program Manager.

Excavation

Unauthorized digging by contractors, farmers, landscapers and homeowners is the leading cause of pipeline incidents.

Before conducting any excavation, either by hand or with machinery, contact your local One-Call center by calling 811 - America's national toll-free number for requesting underground utility location.

The One-Call center will notify owners of buried facilities in your area, who will send representatives to mark these facilities with flags, paint or other marks, helping you avoid damaging them.

A notification to the One-Call Center is required by law in the United States. The service is free and could prevent accidents, injuries or deaths.



Dig with C.A.R.E.



Call 811 before you dig
Or visit www.call811.com.



Allow required time for marking
Two-three business days (varies by state)



Respect the marks

Lines are marked by flags, paint or other markers (normally yellow for pipelines).



Excavate Carefully

Hand dig to determine exact locations of pipelines. A TransCanada representative must be present. All digging must take place during the time allotted by the TransCanada representative.

Consequences of Unsafe Digging



Interrupted services such as electricity, gas and water.
Underground utilities are damaged every two minutes in the United States due to unsafe excavation work**.



Fines and repair costs to fix the underground utility line(s).
Enforcement guidelines are state-specific.



Risk of serious injuries and death.
Since 2008, the Pipeline and Hazardous Materials Safety Administration (PHMSA) has reported 96 injured workers and 17 fatalities due to damages done to underground infrastructures during excavation work**.

**2015 Canadian General Alliance (CGT) Report
**2015 PHMSA, Serious Pipeline Incidents

Agriculture Safety

TransCanada wants to ensure the safety of anyone living or working near our facilities, and that includes America's active farming community.

Normal farming practices can be completed without notice to TransCanada or contacting '811' but ground disturbance and some other activities can pose a risk to underground utilities and may require permission or coordination.

These include:

- Ground leveling
- Sludge spreading
- Clearing/brushing/Grubbing
- Reducing or adding soil cover
- Deep tilling/Sub-soiling
- Trenching
- Earth moving
- Drainage ditch clean out
- Drain tile installation
- Trenching
- Fencing/Landscaping
- Excavation
- Augering
- Stockpiling/Storage/ Parking
- Blasting activities
- Building construction
- Controlled burning

Crossing and Encroachment

A crossing or encroachment is a temporary or permanent structure across, on, along or under a facility or pipeline right-of-way. A crossing can also mean equipment or machinery crossing over the pipeline right-of-way or facility site.

Like excavations, crossings and encroachments can pose a threat to the pipeline.

If you think your activity requires a crossing agreement with TransCanada, please contact us by phone at **1.800.562.8931** or by email at us_crossings@transcanada.com. To better serve you and speed up your request, please provide the following information:

- Proposed activity – what are you planning to do?
- Location of proposed work (GPS coordinates are preferred)
- Make(s) and model(s) of any of the equipment that will cross/encroach the pipeline facilities
- Your name and phone number
- Email address

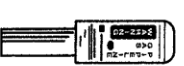
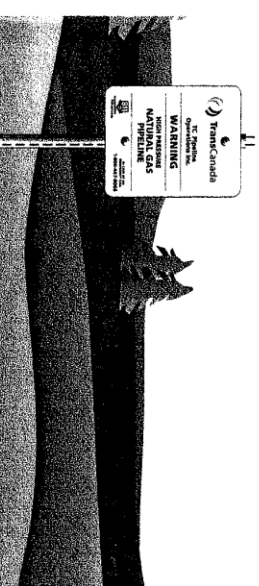
Once you have received approval, the party completing the work must call '811' to request a locate of the pipelines before beginning work.

Pipeline Location

Most pipelines are buried underground in an area of cleared land often referred to as the "right-of-way". The area on either side of the pipeline within the right-of-way must be clear of trees, shrubs, buildings, fences, structures or any other encroachments.

Markers are used to indicate a pipeline's **approximate** location as well as the name of the pipeline and the operator's information.

- Only a TransCanada representative can determine the location and depth of the pipeline. Pipelines may not follow a straight course between marker signs.
- You can access further information regarding transmission pipelines in your community transporting natural gas or other fuels through the National Pipeline Mapping System (NPMS) at www.npms.gpmsa.dot.gov.
- If you observe any unusual or suspicious activities near a pipeline, please immediately report the issue to law enforcement or the pipeline company.



Warning Sign

Line Marker

Vent Marker

Aerial Marker

Pipeline Markers

Pipeline marker signs contain important information, including the owner of the pipeline, the product shipped in the pipeline and emergency contact numbers.

TransCanada uses a variety of markers and signs along right-of-ways to alert people to the general location of its pipelines. Markers are typically placed where the pipeline intersects streets, railroads, rivers, fence rows and in heavily congested areas.

- **Do not rely on pipeline markers or signs to show you the pipeline's location, path or depth.** Instead call '811'. TransCanada and other utilities will send a representative to the proposed excavation site to mark buried utilities at no cost to you.
- It is against the law to willfully and knowingly deface, damage, remove or destroy any pipeline sign. If these signs are missing, damaged or otherwise unreadable, please contact TransCanada to replace them.



Recreational Use of Drones

TransCanada has an extensive Pipeline Maintenance Program to monitor, inspect and repair our pipeline facilities. Regular maintenance activities include **Aerial Patrol**, where we regularly inspect the pipeline route from low-flying helicopters and airplanes. The pilots look for potential hazards to the pipeline from outside sources (e.g. unauthorized activity, soil disturbances) that could affect the integrity.

Federal Aviation Administration rules for Recreational Drones
Drones are becoming increasingly popular for recreational use, but could cause serious consequences if drones interfere with TransCanada's low-flying aircraft during our aerial patrols.

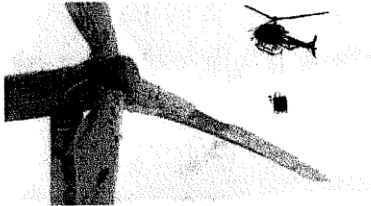
If you fly your drone for fun and it weighs **more than 0.55lbs and up to 55lbs**, you need register your drone with the Federal Aviation Administration (FAA) in order to fly (www.registermyuas.faa.gov).

Always follow the basic safety rules listed below and your community's safety guidelines for model aircrafts. Failing to do so may put lives, aircraft and property at risk. If you fly your drone in restricted areas or choose not to follow any of the rules below, you could face fines of **up to \$27,000** in civil penalties from the FAA or criminal penalties of **up to \$250,000** and/or imprisonment.

Do not fly your drone:

- Higher than 400ft above the ground
- Near surrounding obstacles
- Over groups of people

webmail.myninestar.net (1097*221)



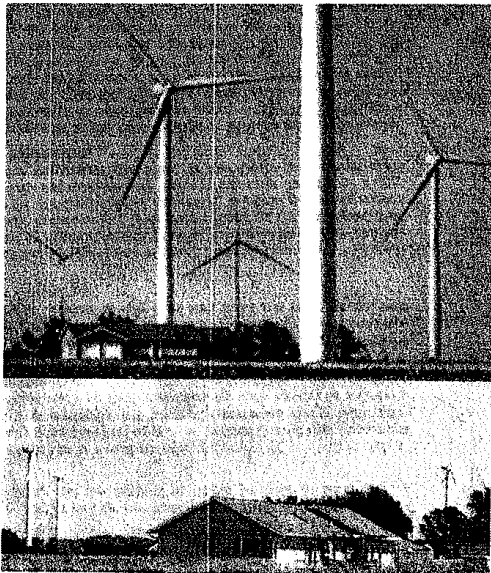
Wind turbine photo of the year. The entire rationale for wind turbines is reducing the amount of CO2 being returned to the atmosphere from attached picture, recently taken in Sweden, freezing cold weather has turbine to ice up bringing the blades to a complete stop. To fix the turbine (burning aviation fuel) to spray hot water (which is heated in the field equipped with a 260 kW oil burner) on the blades of the turbine to clear

1/31/2018

WIND TURBINE IMPACT STUDY
DODGE & FOND DU LAC COUNTIES – WISCONSIN

This is a study of the impact that wind turbines have on residential property value. The wind turbines that are the focus of this study are the larger turbines being approximately 389ft tall and producing 1.0+ megawatts each, similar to the one pictured to the right.

The study has been broken into three component parts, each looking at the value impact of the wind turbines from a different perspective. The three parts are: (1) a literature study, which reviews and summarizes what has been published on this matter found in the general media; (2) an opinion survey, which was given to area Realtors to learn their opinions on the impact of wind turbines in their area; and, 3) sales studies, which compared vacant residential lot sales within the wind turbine farm area to comparable sales located outside of the turbine influence.



The sponsor for this study was the Calumet County Citizens for Responsible Energy

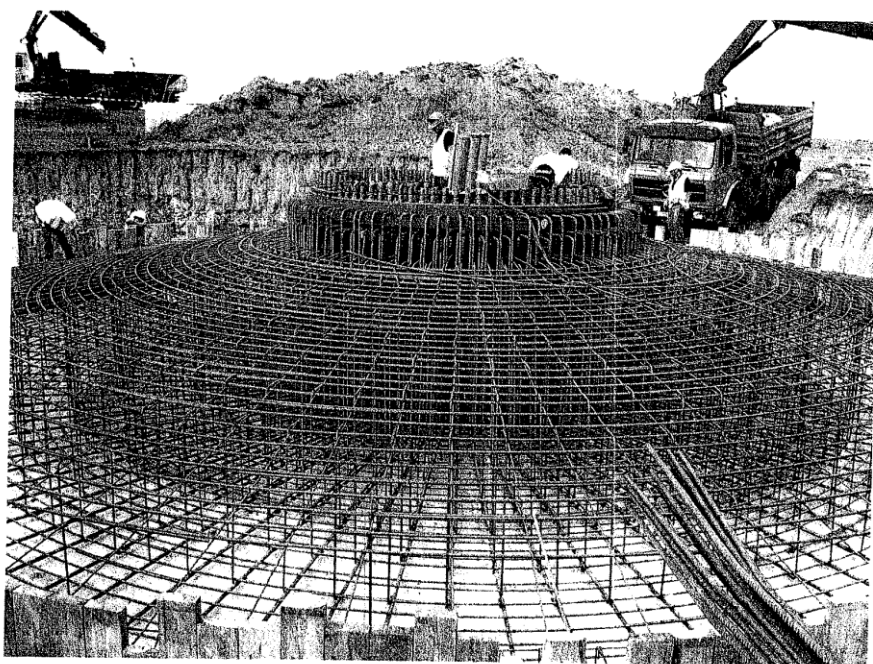
SUMMARY & CONCLUSION

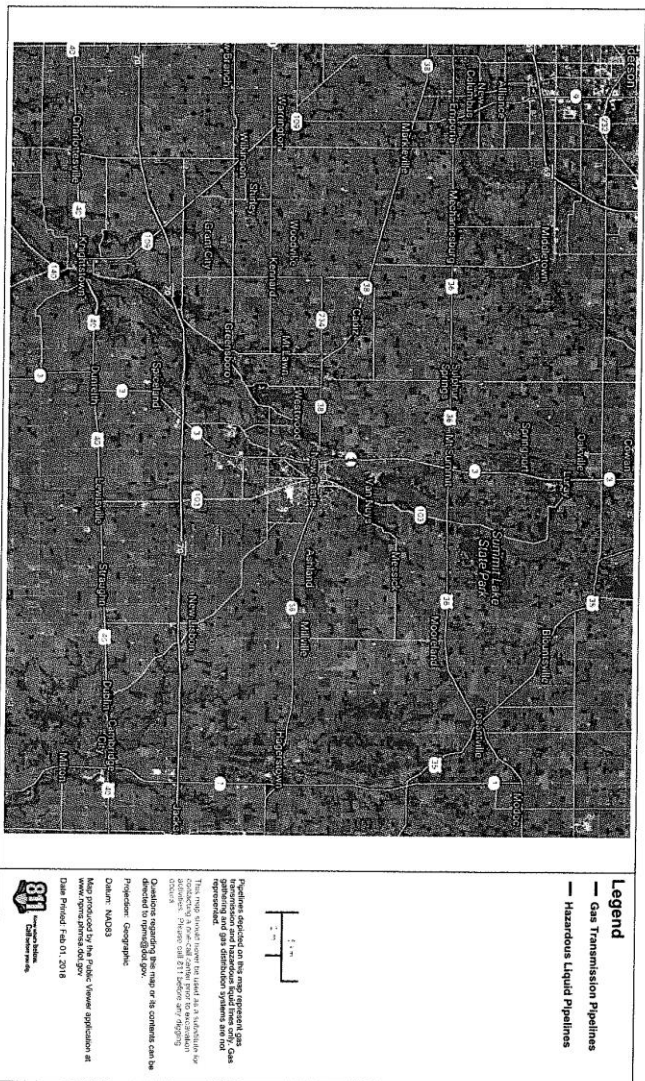
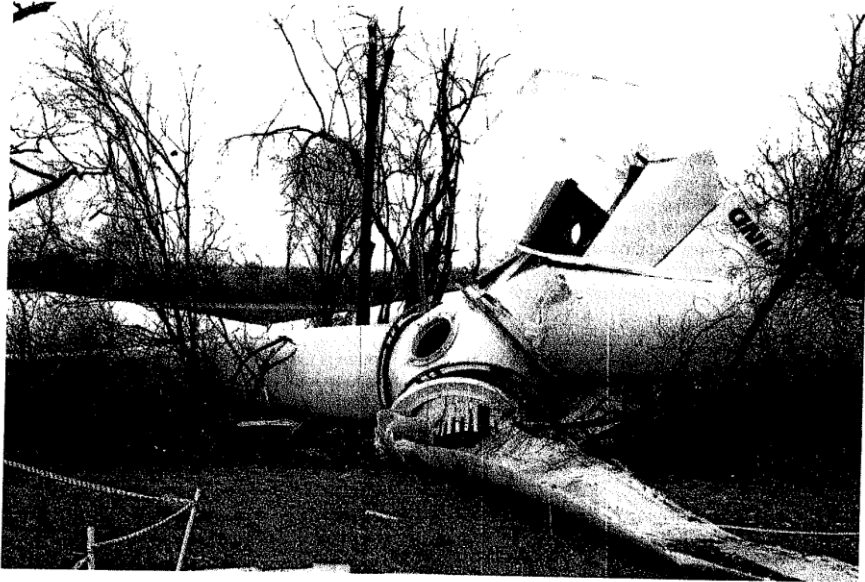
The sales study indicated three factors: (1) sales within the wind turbine influence area sold for less than those outside of this area; (2) there were substantially fewer sales available within the turbine influence area as compared to those sales outside of the influence area; and, (3) the impact of the wind turbines decreased the land values from -12% to -47% with the average being -30%. Additionally, it can be said with a high rate of confidence that the impact of wind turbines on residential land sales is negative and creates a loss greater than -12%, averaging -30%. It is logical to conclude that the factors that created the negative influence on vacant land are the same factors that will impact the improved property values. Therefore, it is not a leap of logic to conclude that the impact of wind turbines on improved property value would also be negative, most likely following the same pattern as the vacant land sales, that being greater than -12% averaging -30%.

Read the whole study:

<https://www.scribd.com/doc/23858548/Ago-Wind-Turbine-Property-Value-Impact-Study>

Please note: These wind turbines were smaller than the ones being proposed for Henry County by 100 ft.





January 28, 2017

Henry County Commissioners and Officials,

I find the Henry County Economic Development Plan laughable at best. It recalls more questions than what it resolves. I believe if you want to strangle the county from future growth and prosperity, you are well on your way to doing so. If you want to alienate a younger generation from choosing to reside here, you are also accomplishing just that.

Many residents of this county, my family included, feel this is only a means to STEAL more property and rights from the very people who pay taxes in this county. We fully counted on our officials to represent us, protect us, and allow for future growth and it is an understatement to say that is NOT what's occurring here. It is also questionable as to how this "steering committee" was devised and why more residents were not informed NOR given the opportunity to sit on this board. Any person can look at the committee and see a stacked group of members with one intention in mind. Then we can also look at the debacle that occurred with "rewording" of the draft in the section regarding wind energy. I also find it VERY disturbing that our planning commission passed this draft onto the commissioners WITHOUT SUCH AS A BLINK OF AN EYE. The only reason ANY issues were addressed were due to public input, had that not occurred, it would have been passed no questions asked...and there were no questions asked.

I am currently sitting on a pulpit committee for my church. Since our pastor passed away several months ago, a committee was devised, and this is done to find a new pastor to fill the position. More questions have been asked of a few prospective pastors in 4 months than have been asked by our planning commission regarding ANY issues including the Economic Development Plan. DO you see a problem here? A small church of 30 people is asking the IMPORTANT questions to protect the entity and the congregation than all branches of our county government has asked regarding issues that will affect EVERY SINGLE PERSON IN THIS COUNTY. As a matter of fact, in the year that I have been attending both planning commission meetings and commissioner meetings very few questions are asked about ANYTHING UNLESS WE BRING THEM UP and still they go unanswered. What is wrong with this picture? There is a problem when county leaders ARE NOT WILLING OR CANNOT answer questions of the very people whom they represent.

A FEW questions we are asking and that YOU should be asking:

Why are we limiting growth of our community by dictating that no less than 20 acres be zoned off from a parcel to build? What does this accomplish? Why would you not want parents and grandparents to have the ability to allow their children to build on their family land? I often hear from wind proponents "I should be able to do what I want with and on my land". Why can't a resident do what they want by possibly parceling off some acreage for their children? Again, property right theft and limitations.

Why are our properties zoned incorrectly? Why is this too much work for zoning administrator Darrin Jacobs? To my understanding he makes around \$40k a year, are we paying him what he is worth? Why is my property zoned improperly and why am I being blocked from correcting it?

Why would you NOT want to see new homes built in our rural communities? Why would you not want people who have the financial ability to build new homes, which creates more tax dollars, to build new homes, which in turn also supports local businesses?

As for wind energy, we all know that the survey results were not predominantly pro-wind, and we can ALL see that there is nothing but pure cronyism occurring here. The survey results are available online. At least the ones you want us to see. I see repeatedly NO WIND stated over and over, but somewhere between the questionable no wind draft page, and the few months that passed before the "new" draft page replace that one, something happened. What was it? Yes, it looks shady, as I am sure it is.

Why are the dangers of Industrial Wind Turbines not being addressed? And why if the plan states that "we predominantly want to protect our prime agricultural farm ground" have we opened it up to industrial applications? Why are we allowing parasitic companies to come in and demand what they expect to happen here and not the other way around?

I could go on and on with questions that should be asked, however, many of us devote FAR too much time to trying to figure out the enigma that is our county government and I choose to spend it with my family instead. YOU HAVE ALL BROUGHT THIS CHAOTIC AND DISTASTEFUL SENTIMENT THAT IS RUNNING RAMPANT THROUGH OUR COUNTY. You all have no one to blame but yourselves. You are NOT doing your jobs and I believe you are only lucky enough that there really is no way for us to remove you from office without criminal activity or it would have already happened. Yes, I believe the days of "the good ol' boys" is coming to an end. We know you are all intertwined.

WE KNOW THERE ARE BACK DOOR DEALINGS. AND YOU SHOULD KNOW THAT WHAT IS DONE IN THE DARK WILL COME OUT IN THE LIGHT SOONER OR LATER.

WE DO NOT SUPPORT THE DRAFTED AND FLAWED HENRY COUNTY ECONOMIC DEVELOPMENT PLAN AND WE DO NOT SUPPORT THE EXTREMELY BIASED STEERING COMMITTEE.

PLEASE MAKE THIS LETTER PART OF PUBLIC RECORD.

AMBER & CLINT RITCHIE

ECONOMIC AGREEMENTS

Regarding economic development we believe this is THE main driver for the county to pursue the wind projects in Henry County. This is all being done in an attempt to make a few people MORE money, at the downfall of thousands of others.

The agreements state that the "county wishes to faster economic development growth of the tax base", yet it is also stated that there will be **NO** new jobs created, and that the companies will make economic compensation payments to the county due to "**anticipated restrictions of certain other potential new commercial development and employment in portions of the development area**". What are these payments for? Obviously, they will be made to accommodate the loss of growth in our county.

Mutual Assistance, why are we aiding the wind developer in carrying out their intent. And in NO WAY should these companies be allowed to participate in our ordinance revisions. Why are OUR tax dollars assisting this company in developing THEIR projects?

They are asking for "assistance in completion of road improvements, obtaining zoning permits, and other assistance from the county". What is other assistance? And why are WE providing it? As far as we are concerned these companies receive plenty of our tax dollars in the form of subsidization. I cannot seem to fathom an outside company coming here and making demands as to what THEY WANT! These companies should be asking "what can we do to come to your county?", not the other way around!

These economic agreements do NOT consider the **well-being or growth** of this county as stated. Furthermore, despite the companies claiming to "further a policy of good corporate citizenship to enhance economic development", it appears the language used in these agreements, states quite the opposite.

The information carried out these documents is only contraindicative of itself. Also, companies that are trying to further a policy of good corporate citizenship to enhance economic development do **NOT SUE THE VERY COMMUNITIES THAT THEY ARE TRYING TO ENTER, AS HAS HAPPENED IN OTHER COUNTIES ACROSS THE UNITED STATES.**

DECOMMISSIONING AGGREEMENTS

The county and the NON-PARTICIPATING tax payers should in **NO WAY** be held liable for decommissioning of these projects. The wind companies and lease holders should be the **ONLY** ones responsible. There should also be a clause included concerning returning the land to the way it was prior to placement of the turbines, substations, unground cables, and more. By returning the land to the original state this means all of the above mentioned and associated with the turbines should be REMOVED.

The only way the county should be involved in this process is by placing penalties for non-compliance, which should be stated in these agreements. This includes abiding by a stated and clear timeline and penalties for non-compliance as well. A detailed plan should be set in place as to how this would all be carried out and WHO would be responsible for monitoring this process. And in NO way should this be someone part of the wind company or anyone directly involved with the implementation of the industrial wind project. Stringent guidelines should be in place in the case that the wind companies fail to comply with ANY part of the ordinance or agreements.

TAX ABATEMENT

There should be **NO** tax abatement and NO county money provided. **ZERO.** If these companies want to come here and sink millions into equipment and leases then they should be able to pay into the county tax base.

We firmly believe that all of the agreements should be included in the WECS ordinance to prevent further companies from developing their own agreements. This would provide protection for the county and EXPECTATIONS for future developers, it would be the RESPONSIBLE thing for the county to do.

BOTTOM LINE:

NO COUNTY ASSISTANCE

NO TAX ABATEMENT

NO RESPONSIBILITY OF THE COUNTY OR NON-PARTICIPATING LAND OWNERS FOR DECOMMISSIONING

NO ASSISTANCE WITH LEGAL FEES

NO INDUSTRIAL WIND PROJECTS PERIOD.

As always, please include this statement as part of public record.

Amber & Clint Ritchie

Subject: Windfarms
Attachments: image1.jpeg

Do not pass any of the agreements for the windfarm. How can there even be a decision on this? The majority of the county doesn't want these windfarms, we want to see growth of real factories and new homes built . These windfarms will fence us in from growth, and building. Along with that new comprehensive plan. 20 acres to build a new home is bull crap. It is just to keep us from building and growing just so these farmers that want these turbines can get more turbines built. Our towns need to grow and expand , we can't if these turbines are over our homes and crowded around our towns, there shouldn't be a question even about this, we give you expert speakers with facts, and true facts, and we people live in this county and need protected. It is your job, to do this. To put these turbines measuring from our foundations is totally trespassing, so wrong. We need our views, wildlife , and safety from blade breakage and ice throw, and fire, these turbines will destroy our county and property values, and protrude on our everyday lives. Think of our lifelines coming into help people in trouble, and think of new churches and community buildings and fire stations, etc. we need growth and safety in our county not just lease money in a few farmers pockets. Hancock county is growing and we can too. Look at Randolph county it looks like a big cemetery, and it will definitely be a problem because they will be outdated and broken down in no time!! This article is true, read it!! Sharon Mullen

1

A panel presenting the proposals included concerned citizens Gary Rodgers and Rosalind Richey, wind farm opponents, and proponents, Craig Armstrong, a Henry County Farmer, and attorney Kyle Dietrich, representing some landowners in the northern part of the county. Each side was given 30 minutes on each of the three agreements to voice their suggestions for changes.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to adjourn the meeting. Motion carried 3-0.

Butch Baker, President

Kim L. Cronk, Vice President

Ed Yanos

ATTESTED BY: _____

Patricia A. French, Henry County Auditor