

If anyone would like to speak during public comment, County Board Rules require contacting the County Clerk's Office no later than 4:00 pm on the day of the meeting to register. 608.935.0399.

	IOWA COUNTY BOARD MEETING **Agenda** Tuesday April 21, 2026 – 7:00 p.m. Conference Call #: 1-312-626-6799 https://us02web.zoom.us/j/87929786043 Zoom Meeting #: 879 2978 6043 Health and Human Services Building – Community Room 303 West Chapel St., Dodgeville, WI 53533	Iowa County Wisconsin
For information regarding access for people with disabilities, please call (608) 935-0399.		
Any subject on this agenda may become an action item.		
1	Call to Order.	
2	Pledge of Allegiance.	
3	Administer Oaths of Office.	
4	Roll Call.	
5	Election of Iowa County Board Chair.	
6	Election of Iowa County Vice-Chair.	
7	Election of Iowa County Second Vice-Chair.	
8	Adopt Rules of the Board.	
9	Approve the meeting agenda for this April 21, 2026 meeting.	
10	Approve the minutes of the March 17, 2026 meetings.	
11	Special matters and announcements. • Committee Chair reports • Farm & Food Tour • Thank You from Joe Thomas Family	
12	Comments from the public.	
13	Land Use Changes from the Towns: • Town of Eden: ○ 1-0426 – Rezoning request by Dennis and Melissa Pierick. • Town of Moscow and Waldwick: ○ 2-0426 – Rezoning request by Nicole Deckert and Reichling Farms. • Town of Ridgeway: ○ 3-0426 – Rezoning request by Kevin & Ashley Roethle and the Butteris Living Trust.	

	○ 4-0426 – Rezoning request by Derek & Trisha Yapp, Dennis Yapp, and Lonnie Yapp. • Town of Waldwick: ○ 5-0426 – Rezoning request by Shane & Lisa Sudmeier and Larry Phillips.
<u>Public Works</u>	
14	Resolution 6-0426: Consider Resolution Designating April 20-24 as Work Zone Safety Awareness week in Iowa County.
15	Draft LOC Road Agreement with Badger Hollow Wind Farm for review and consideration.
<u>General Government</u>	
16	Discuss Iowa County Farm Pond Dam.
17	Appointments to Committees, Boards and Commissions.
18	Closed Session Wis. State Statute § 19.85(1)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved - <i>Regarding Cyber Incident.</i> Wis. State Statute § 19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility - <i>Regarding Sheriff's Office Employee Personnel Matter and Filling Employee Relations Position.</i>
19	County Administrator report.
20	Chair's report.
21	Mileage and Per Diem report for this April 21, 2026 meeting.
22	Adjourn to May 19, 2026 @ 7:00pm.
Posted by County Clerks Office on 4/15/2026, Megan Currie – County Clerk	

Healthy and Safe Place to Live, Work and Play – Iowa County

The mission of Iowa County is to protect and promote the health, safety, and economic well-being of its residents and the environment in a fiscally responsible manner.

	IOWA COUNTY BOARD MEETING **Draft Minutes** Tuesday March 17, 2026 – 6:00 p.m. Health and Human Services Building – Community Room 303 West Chapel St., Dodgeville, WI 53533	Iowa County Wisconsin
1	Call to Order. The meeting was held in person and via electronic videoconferencing / teleconferencing. The Board of Supervisors met in the Health and Human Services Building Community Room in the City of Dodgeville on Tuesday March 17, 2026. The meeting was called to order at 6:00pm by the Honorable John Meyers, Chair of the Board.	
2	Pledge of Allegiance.	
3	Roll Call. <i>Members attending in person:</i> Chuck Weigel, Ingmar Nelson, Dan Nankee, Curt Peterson, Darrell Kreul, David Gollon, Bruce Paull, Joan Davis, Dody Cockeram, Adam Stucki, John Meyers, Richard Rolfsmeyer, Tim Lease, Don Gander, Justin O'Brien, Don Leix, Mel Masters, Kevin Butteris <i>Members excused:</i> Brad Stevens, Mike Peterson, Jerry Galle <i>Others present:</i> Clint Langreck, Dave Morzenti, Megan Currie, Scott Godfrey, Craig Hardy, Sheriff Mike Peterson, Jamie Gould, Allison Leitzinger	
4	Approve the meeting agenda for this March 17, 2026 meeting. Sup. Davis motioned to amend by moving #12 after #8 and approve agenda. Sup. Nankee seconded the motion. No Discussion. Motion carried unanimously.	
5	Approve the minutes of the February 17 and 26, 2026 meetings. Sup. Cockeram motioned to approve minutes. Sup. Lease seconded the motion. No Discussion. Motion carried unanimously.	
6	Special matters and announcements. • Committee Chair reports ○ Kreul – WI Counties magazine has interesting articles about keeping youth in the county and UW-Ext. ○ Nankee – UW-Ext is here to help the county. ○ Butteris – Attended WI Land Conservation Conference and Mayme received The Outstanding Conservation Employee award. • Forward Analytics (set out) • April 16 at 6pm – Onboarding training for incoming and returning county board supervisors.	
7	Recognition of County Board Members.	

Healthy and Safe Place to Live, Work and Play – Iowa County

The mission of Iowa County is to protect and promote the health, safety, and economic well-being of its residents and the environment in a fiscally responsible manner.

	• Daniel Nankee • Curt Peterson • Darrell Kreul • Justin O'Brien • Michael Peterson • Douglas Richter
8	Comments from the public. Mark Hazlitt – Fiber Internet Funding, Cyber Incident ETA Judge Allen – Clerk of Court Compensation Resolution
42 9	Resolution 3-0326 – Data Center Development Moratorium. Sup. Gollon motioned to approve and adopt Resolution 3-0326. Sup. Davis seconded the motion. Sup. Gollon motioned to amend the Resolution to add language about Battery Energy Storage System (BESS). Sup. Butteris seconded the motion. Discussion followed. Motion carried unanimously. Vote on original motion to approve and adopt the Resolution 3-0326 as amended. No Discussion. Motion carried unanimously.
9 10	Dept of Military Affairs presentation on WisCom 800 Erik Viel from OEC presented. Discussion with supervisors.
40 11	Land Use Changes from the Towns: Sup. Leix motioned to approve and adopt Amendatory Ordinances 1-0326 and 2-0326 as a group. Sup. Stucki seconded the motion. No Discussion. Motion carried unanimously. Amendatory Ordinance 1-0326 – zone 26.29 acres from A-1 Agricultural and AR-1 Agricultural Residential to all AR-1 Agricultural Residential in the Town of Brigham. Amendatory Ordinance 2-0326 – zone 2.0 acres from A-1 Agricultural to AR-1 Agricultural Residential in the Town of Highland.
44 12	Waive After-the-fact Zoning Permit Penalty Fee. Sup. Lease motioned to waive the penalty portion of the after-the-fact permit fee. Sup. Davis seconded the motion. No Discussion. Motion carried unanimously.
<u>Public Works</u>	
13	Resolution 4-0326: Consider Resolution for Notice of Withdrawal from the Pecatonica River Rail Transit Commission. Sup. Gollon motioned to approve and adopt Resolution 4-0326. Sup. Butteris seconded the motion. Discussion followed. Motion carried unanimously.
14	Resolution 5-0326: Consider a Resolution to Rescind the Notice of Withdrawal from the Wisconsin River Rail Transit Commission. Sup. Nankee motioned to approve and adopt Resolution 5-0326. Sup. Masters seconded the motion. No Discussion. Motion carried unanimously.

<u>General Government</u>	
15	Policy 101 – Iowa County Committees, Commissions & Board Structure. Sup. Davis motioned to approve policy 101. Sup. Rolfsmeyer seconded the motion. No Discussion. Motion carried unanimously.
16	Policy 416 – Vehicle Use. Sup. Lease motioned to approve policy 416 Sup. Nelson seconded the motion. No Discussion. Motion carried unanimously.
17	Resolution 6-0326: Consider Resolution Establishing a County Board Oversight Committee for the “Iowa County Courthouse Grounds Revitalization Project”. Sup. Davis motioned to approve and adopt Resolution 6-0326. Sup. Cockeram seconded the motion. No Discussion. Motion carried unanimously.
18	Amend Resolution 14-0725: Celebration Task Force. Sup. Davis motioned to amend Resolution 14-0725. Sup. Nelson seconded the motion. No Discussion. Motion carried unanimously.
<u>Executive</u>	
19	Sheriff Office Patrol Deputy Addition. Explanation given by Sheriff Peterson. Sup. Masters motioned to approve the Sheriff Office Patrol Deputy Addition. Sup. Nelson seconded the motion. No Discussion. Motion carried unanimously.
20	Resolution 7-0326: Consider Resolution Amending the 2026 Capital Projects Fund Budget. Sup. Davis motioned to approve and adopt Resolution 7-0326. Sup. Paull seconded the motion. No Discussion. Motion carried unanimously.
21	Resolution 8-0326: Consider Resolution Authorizing Supplemental Payment to Unified Community Services for Extended Inpatient Placement of an Iowa County Resident. Sup. O’Brien motioned to approve and adopt Resolution 8-0326. Sup. Paull seconded the motion. No Discussion. Motion carried unanimously.
22	Resolution 9-0326: Consider Resolution Establish the 2027 - 2030 Compensation for Sheriff, Clerk of Court and Coroner. Sup. Gollon motioned to approve and adopt Resolution 9-0326. Sup. C Peterson seconded the motion. Discussion followed. Motion carried 15 – Aye, 3 – Nay (Paull, Davis, Nankee)
23	County Administrator report.

24	Appointments to Committees, Boards and Commissions. Sup. Masters motioned to approve the appointments. Sup. Nelson seconded the motion. No Discussion. Motion carried unanimously. Celebration Task Force - Supervisors: Joan Davis, Ricky Rolfsmeyer, Tim Lease - Historical Society Members: John Hess, Roxanne Reynolds-Lair - Citizens: Dave Lucey, Dan Nankee, Mike Peterson, Donna Peterson - Iowa County Employee: Jacob Tarrell Courthouse Ground Revitalization - Supervisor Davis Karl Sandry appointment to the Local Emergency Planning Committee. Dean Sieganthaler appointment to the Iowa County Airport Commission for a term of 2 years expiring 05/01/2028. Brett Keller appointment to the Iowa County Airport Commission for a term of 3 years expiring 05/01/2029.
25	Chair's report.
26	Mileage and Per Diem report for this March 17, 2026 meeting. 18 Members, 428 miles, Total - \$1,235.30 Sup. Nankee motioned to approve the Mileage and Per Diem report. Sup. Stucki seconded the motion. No Discussion. Motion carried unanimously.
27	Adjourn to April 21, 2026 @ 7:00pm. Sup. C Peterson motioned to adjourn. Sup. Lease seconded the motion. No Discussion. Motion carried unanimously. Adjourned at 8:13pm.
28	County Board Reception – A Possible Quorum, but No Action will be Taken.
Minutes by Megan Currie – County Clerk	

John M. Meyers, Board Chair

Megan Currie, County Clerk

Amendatory Ordinance 1-0426

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Dennis and Melissa Pierick;

For land being in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9 in Town 6N, Range 1E in the Town of Highland affecting tax parcel 010-0012;

And, this petition is zone 3.01 acres from A-1 Agricultural to B-2 Highway Business.

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Eden,**

Whereas a public hearing, designated as zoning hearing number **3528** was last held on **March 26, 2026** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** with the condition that the associated certified survey map is duly recorded within 6 months.

Now therefore be it resolved that the official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **April 21, 2026**. The effective date of this ordinance shall be **April 21, 2026**.

Megan Currie
Iowa County Clerk

Date: _____

Amendatory Ordinance 2-0426

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Nicole Deckert and Reichling Farms;

For land being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 13 in Town 4N, Range 4E in the Town of Waldwick affecting tax parcels 026-0655 and 026-0655.01 and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18 in Town 4N, Range 5E in the Town of Moscow affecting tax parcel 020-0792;

And, this petition is zone 15.332 acres from A-1 Agricultural and AR-1 Agricultural Residential to all AR-1 Agricultural Residential.

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Towns of Moscow and Waldwick,**

Whereas a public hearing, designated as zoning hearing number **3529** was last held on **March 26, 2026** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** with the condition that the associated certified survey map is duly recorded within 6 months.

Now therefore be it resolved that the official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **April 21, 2026**. The effective date of this ordinance shall be **April 21, 2026**.

Megan Currie
Iowa County Clerk

Date: _____

Amendatory Ordinance 3-0426

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Kevin & Ashley Roethle and the Butteris Living Trust;

For land being in the SE ¼ of the SE ¼ of Section 36 in Town 7N, Range 4E in the Town of Ridgeway affecting tax parcel 024-0223;

And, this petition is zone 8.777 acres from A-1 Agricultural Residential to AR-1 Agricultural Residential.

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Ridgeway,**

Whereas a public hearing, designated as zoning hearing number **3530** was last held on **March 26, 2026** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** with the condition that the associated certified survey map is duly recorded within 6 months.

Now therefore be it resolved that the official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **April 21, 2026**. The effective date of this ordinance shall be **April 21, 2026**.

Megan Currie
Iowa County Clerk

Date: _____

Amendatory Ordinance 4-0426

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Derek & Trisha Yapp, Dennis Yapp, and Lonnie Yapp;

For land being in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36 in Town 7N, Range 4E in the Town of Ridgeway affecting tax parcel 024-0217.B;

And, this petition is zone 5.0 acres from A-1 Agricultural Residential to AR-1 Agricultural Residential.

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Ridgeway**,

Whereas a public hearing, designated as zoning hearing number **3531** was last held on **March 26, 2026** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** with the condition that the associated certified survey map is duly recorded within 6 months.

Now therefore be it resolved that the official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **April 21, 2026**. The effective date of this ordinance shall be **April 21, 2026**.

Megan Currie
Iowa County Clerk

Date: _____

Amendatory Ordinance 5-0426

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Shane & Lisa Sudmeier and Larry Phillips;

For land being in the SE ¼ of the SW ¼ of Section 34 in Town 5N, Range 4E in the Town of Waldwick affecting tax parcel 026-0472;

And, this petition is zone 3.0 acres from A-1 Agricultural Residential to AR-1 Agricultural Residential and 37 acres with the AC-1 Agricultural Conservancy overlay district.

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Waldwick,**

Whereas a public hearing, designated as zoning hearing number **3532** was last held on **March 26, 2026** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** with the condition that the associated certified survey map is duly recorded within 6 months.

Now therefore be it resolved that the official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **April 21, 2026**. The effective date of this ordinance shall be **April 21, 2026**.

Megan Currie
Iowa County Clerk

Date: _____

AGENDA ITEM COVER SHEET

Title:

Consider Draft Resolution designating April 20-24, 2026 as Work Zone Safety Awareness Week in Iowa County.

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Annually in April FHWA and AAASHTO designate a nationwide work zone safety awareness week to coincide with the start of summer roadway work activities. This year the theme is “Safe Actions Save Lives”. In Wisconsin WisDOT will kick off the week with a ceremony at the USH 41 project in the city of Appleton, then will host various ceremonies in the WisDOT regions during the summer.

RECOMMENDATIONS (IF ANY):

Recommend to approve the Resolution to illustrate the importance of work zone safety in Iowa County. In the timeframe listed in the 2021-25 crash results table provided by WisDOT, there have been sixty two crashes in Iowa County over the timeframe resulting in one fatality, twelve injuries incidents with 21 people being injured..

ANY ATTACHMENTS: X YES NO If yes, please list below:

This cover sheet, draft resolution, and the WZS crash data table for the period 2021-25 from WisDOT.

FISCAL IMPACT:

NONE.

LEGAL REVIEW PERFORMED: YES X NO

PUBLICATION REQUIRED: _____ YES X NO

PRESENTATION: X YES NO If yes, how much time? <5 MINS

2/3 VOTE REQUIRED: YES X NO

Completed by: CRH Dept: HWY

RESOLUTION NO. 6-0426

RESOLUTION DESIGNATING THE WEEK OF APRIL 20 THROUGH APRIL 24,
2026 AS “WORK ZONE SAFETY AWARENESS WEEK” IN IOWA COUNTY

WHEREAS, in 1999, the Federal Highway Administration partnered with the American Association of State Highway Officials and more recently the American Traffic Safety Services Association to create the National Work Zone Safety Awareness campaign which is held annually in April prior to construction season in much of the nation; and

WHEREAS, the Wisconsin County Highway Association is asking all seventy-two counties in the state to unite and kick off “Work Zone Safety Awareness Week” with a resolution and campaign to raise awareness for its workers, the traveling public, public safety workers, and those of various highway contractors performing work for the counties; and

WHEREAS, construction and maintenance activities on our streets and highways periodically require that work zones be established; and

WHEREAS, there has been over 7,500 people injured in work zone crashes in Wisconsin highway work zones in the previous five years; and

WHEREAS, in Iowa County, there was 1 fatality and 62 crashes in work zones during a time period of 2021 through 2025; and

WHEREAS, Wisconsin suffered from nearly 20,886 crashes in road construction and maintenance zones, resulting in 96 (ninety-six) fatalities; and

WHEREAS, between 2012 and 2017, there were 55 fatalities recorded as a result of crashes in Wisconsin work zones including three Wisconsin County Highway workers which were killed in work zones in 2015; with another fatality of a County Highway Worker in Milwaukee County in 2023; and

WHEREAS, in 2022, there were 513 crashes reported in Iowa County of which 8 occurred within a Work Zone and resulted in three injuries; and

WHEREAS, through their enforcement activities and other participation, the Iowa County Sheriff’s Office, Wisconsin State Patrol, and Iowa County Highway Department are committed to working together in 2024 to make Work Zone Awareness Week a success, and

WHEREAS, the Federal Highway Administration has designated April 20 through April 24, 2026 as National Work Zone Awareness Week with a Wisconsin state kickoff event on Tuesday April 21st.

NOW, THEREFORE, BE IT RESOLVED, by the Iowa County Board of Supervisors that the week of April 20 through April 24, 2026 be designated as Work Zone Safety Awareness Week in Iowa County.

The theme or slogan for 2026's event is **"Safe Actions Save Lives."**

Adopted this 21 day of April, 2026.

John Meyers, County Board Chair

Attest:

Megan Currie, Iowa County Clerk

TOTAL

COUNTY	LOCAL STREET/ROAD			COUNTY HIGHWAY			STATE HIGHWAY			INTERSTATE			TOTAL CRASHES			TOTAL PERSONS KILLED	TOTAL PERSONS INJURED					
	Fatal	Injury	Property Damage	TOTAL	Fatal	Injury	Property Damage	TOTAL	Fatal	Injury	Property Damage	TOTAL	Fatal	Injury	Property Damage			TOTAL				
ADAMS	0	0	2	2	0	6	11	17	0	5	15	20	0	0	0	11	28	39	0	16		
ASHLAND	0	0	0	0	0	0	0	0	0	5	4	9	0	0	0	5	4	9	0	8		
BARRON	0	0	5	5	0	1	3	4	1	11	33	45	0	0	0	1	12	41	54	1	15	
BAYFIELD	0	1	5	6	0	1	0	1	0	0	9	9	0	0	0	0	2	14	16	0	2	
BROWN	0	28	67	95	0	5	17	22	0	35	75	110	0	34	102	241	343	0	151	0	151	
BUFFALO	0	0	3	3	0	0	1	1	0	6	9	15	0	0	0	6	13	19	0	11		
BURNETT	0	1	3	4	0	1	0	1	0	4	2	6	0	0	0	0	6	5	11	0	7	
CALUMET	0	2	16	18	0	2	5	7	0	10	19	29	0	0	0	0	14	40	54	0	15	
CHIPPewa	0	3	8	11	0	1	5	6	1	22	54	77	0	0	0	1	26	67	94	1	31	
CLARK	0	1	3	4	1	4	3	8	1	16	39	56	0	0	0	2	21	45	68	2	36	
COLUMBIA	0	1	9	10	0	0	4	4	2	13	40	55	2	36	128	166	4	50	182	236	4	84
CRAWFORD	0	3	0	3	0	0	0	0	1	12	16	29	0	0	0	1	15	16	32	1	21	
DANE	0	136	421	557	0	15	58	73	1	197	555	753	2	236	645	883	3	584	1679	2266	3	843
DODGE	0	3	16	19	1	2	7	10	0	14	23	37	0	1	2	3	1	20	48	69	1	31
DOOR	0	0	5	5	0	1	3	4	0	7	14	21	0	0	0	0	8	22	30	0	20	
DOUGLAS	0	3	4	7	0	2	2	4	1	19	49	69	0	2	1	3	1	26	56	83	1	39
DUNN	0	2	7	9	0	2	8	10	0	13	41	54	0	27	110	137	0	44	166	210	0	62
EAU CLAIRE	0	6	48	54	0	2	2	4	1	18	58	77	0	29	91	120	1	55	199	255	1	78
FLORENCE	0	0	0	0	0	0	0	0	0	6	2	8	0	0	0	0	6	2	8	0	6	
FOND DU LAC	0	6	44	50	0	2	17	19	0	19	59	78	0	5	23	28	0	32	143	175	0	48
FOREST	0	0	1	1	0	0	0	0	0	2	4	6	0	0	0	0	2	5	7	0	4	
GRANT	0	0	7	7	0	0	8	8	0	15	23	38	0	0	0	0	15	38	53	0	21	
GREEN	0	1	9	10	0	2	2	4	0	12	10	22	0	0	0	0	15	21	36	0	24	
GREEN LAKE	0	0	0	0	0	3	1	4	0	0	3	3	0	0	0	0	3	4	7	0	3	
IOWA	0	0	3	3	0	2	3	5	1	10	43	54	0	0	0	1	12	49	62	1	21	
IRON	0	0	1	1	0	0	0	0	0	4	8	15	0	0	0	0	4	5	9	0	8	
JACKSON	0	1	4	5	1	1	0	2	0	7	8	15	0	11	45	56	1	20	57	78	1	28
JEFFERSON	0	1	25	26	1	2	7	10	0	2	7	9	1	36	99	136	2	41	138	181	2	65
JUNEAU	0	0	4	4	0	1	2	3	0	1	29	30	0	35	107	142	0	37	142	179	0	67
KENOSHA	1	62	199	262	0	11	38	49	2	137	299	438	0	33	112	145	3	243	648	894	3	336
KEWAUNEE	0	0	4	4	0	1	3	4	0	1	10	11	0	0	0	0	2	17	19	0	2	
LA CROSSE	0	21	84	105	0	1	8	9	1	53	154	208	0	7	20	27	1	82	266	349	1	120
LAFAYETTE	0	2	4	6	0	1	2	3	0	2	9	11	0	0	0	0	5	15	20	0	6	
LANGLADE	0	0	3	3	0	0	1	1	0	1	14	15	0	0	0	0	1	18	19	0	2	
LINCOLN	0	2	2	4	0	3	6	9	1	7	35	43	0	0	0	1	12	43	56	1	16	
MANITOWOC	1	3	23	27	0	1	7	8	0	10	23	33	1	10	32	43	2	24	85	111	2	34
MARATHON	0	43	115	158	0	4	10	14	0	30	117	147	0	12	39	51	0	89	281	370	0	108
MARINETTE	0	1	4	5	0	1	2	3	1	7	20	28	0	0	0	1	9	26	36	1	14	
MARQUETTE	0	0	2	2	0	0	2	2	0	3	6	9	0	5	5	10	0	8	15	23	0	14
MEMONINEE	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0
MILWAUKEE	11	516	1253	1780	0	12	46	58	4	344	827	1175	4	620	2219	2843	19	1492	4345	5856	20	2066
MONROE	0	0	7	7	0	2	2	4	0	12	24	36	2	25	61	88	2	39	94	135	2	60
ONEIDA	0	3	1	4	0	2	2	4	2	9	28	39	0	0	0	2	14	31	47	2	21	
OUTAGAMIE	0	0	12	12	0	0	2	2	0	12	34	46	0	0	0	0	12	48	60	0	13	
OZAUKEE	0	20	62	82	0	8	23	31	0	38	83	121	2	63	195	260	2	129	363	494	2	193
OZAUKEE	0	7	25	32	0	3	8	11	0	10	30	40	2	72	298	372	2	92	361	455	2	133
PEPIN	0	0	1	1	0	1	0	1	0	2	1	3	0	0	0	0	3	2	5	0	3	8
PIERCE	0	1	11	12	0	1	3	4	1	4	23	28	0	0	0	0	1	6	37	44	1	8
POLK	0	2	5	7	0	0	2	2	0	8	14	22	0	0	0	0	10	21	31	0	18	
PORTAGE	0	12	41	53	0	4	20	24	1	25	66	92	0	15	43	58	1	56	170	227	1	75
PRICE	0	0	1	1	0	0	2	2	0	5	9	14	0	0	0	0	5	12	17	0	6	
RACINE	1	86	246	333	0	6	16	22	3	147	348	498	2	121	358	481	6	360	968	1334	8	552

RICHLAND	0	1	1	2	0	1	1	0	1	0	1	0	1	6	7	0	0	0	0	0	0	3	7	10	0	4
ROCK	1	28	99	128	0	5	7	12	1	42	127	170	5	295	865	1165	7	370	1098	1475	7	370	1098	1475	7	544
RUSK	0	0	2	2	0	0	1	1	0	6	8	14	0	0	0	0	0	0	6	11	17	0	6	11	0	11
ST. CROIX	1	6	27	34	0	0	6	6	0	15	42	57	2	83	289	374	3	104	364	471	4	364	471	4	156	
SAUK	1	5	15	21	2	1	5	8	1	22	46	69	0	8	34	42	4	36	100	140	4	36	100	140	4	57
SAWYER	0	1	2	3	0	0	2	2	0	0	7	7	0	0	0	0	0	0	1	11	12	0	1	11	0	1
SHAWANO	0	4	6	10	0	3	5	8	1	10	26	37	0	0	0	0	1	17	37	55	1	17	37	55	1	28
SHEBOYGAN	0	11	39	50	0	6	20	26	0	18	37	55	0	7	20	27	0	42	116	158	0	42	116	158	0	54
TAYLOR	0	0	2	2	0	0	1	1	0	0	4	4	0	0	0	0	0	0	7	7	0	0	7	7	0	0
TREMPEALEAU	0	0	3	3	0	2	2	4	0	10	14	24	1	8	37	46	1	20	56	77	1	20	56	77	1	30
VERNON	0	2	8	10	0	2	3	5	0	7	25	32	0	0	0	0	0	11	36	47	0	11	36	47	0	14
VILAS	0	0	4	4	0	0	0	0	0	9	6	15	0	0	0	0	0	9	10	19	0	9	10	19	0	19
WALWORTH	0	13	31	44	0	4	10	14	1	29	88	118	0	8	25	33	1	54	154	209	1	54	154	209	1	81
WASHBURN	0	1	1	2	0	0	2	2	0	26	38	64	0	0	0	0	0	27	41	68	0	27	41	68	0	45
WASHINGTON	0	10	65	75	0	4	11	15	0	30	107	137	1	33	79	113	1	77	262	340	1	77	262	340	1	112
WAUKESHA	0	114	435	549	0	18	74	92	3	118	282	403	1	106	237	344	4	356	1028	1388	5	356	1028	1388	5	484
WAUPACA	1	0	6	7	0	1	4	5	0	8	16	24	0	0	0	0	1	9	26	36	1	9	26	36	1	14
WAUSHARA	0	1	3	4	0	1	1	2	0	6	9	15	1	0	12	13	1	8	25	34	1	8	25	34	1	15
WINNEBAGO	0	27	121	148	0	4	16	20	1	105	302	408	1	92	292	385	2	228	731	961	2	228	731	961	2	310
WOOD	1	1	21	23	0	2	8	10	1	10	32	43	0	0	0	0	2	13	61	76	3	13	61	76	3	19
TOTAL	19	1205	3716	4940	6	174	553	733	35	1824	4643	6502	30	2075	6605	8710	90	5278	15518	20886	96	5278	15518	20886	96	7563

AGENDA ITEM COVER SHEET

Title: Consider Local Operating Contract Road Agreement with Badger Hollow Wind Farm.

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Badger Hollow Farm has received a permit from the Public Service Commission to construct a new wind farm in the Livingston-Montfort area. This topic is to review and consider the agreement to govern road work, repairs, and engineering the wind farm developer agrees to follow, along with requirements of the county.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS: ☒ YES ☐ NO If yes, please list below:

This cover sheet, draft LOC Road Agreement, and some maps of the work area.

FISCAL IMPACT:

Future based on permitting process and work to be performed related to utility installation, driveway access, and other permits needed or damages to be repaired/changes made to the roadway system to accommodate the large delivery loads.

LEGAL REVIEW PERFORMED: ☒ YES ☐ NO

PUBLICATION REQUIRED: ☐ YES ☒ NO

PRESENTATION: ☒ YES ☐ NO If yes, how much time? 10 MINS

2/3 VOTE REQUIRED: ☐ YES ☒ NO

Completed by: CRH

Dept: HWY

**LOCAL OPERATING CONTRACT
BETWEEN BADGER HOLLOW WIND FARM LLC,
IOWA COUNTY, WISCONSIN**

This LOCAL OPERATING CONTRACT (hereinafter referred to as “LOC”) is made and entered into by and between **BADGER HOLLOW WIND FARM LLC** (“Project Owner”) and **IOWA COUNTY** as of _____, 2026. Collectively, Iowa County, Grant County, the Town of Eden, the Town of Mifflin, the Town of Linden, and the Town of Clifton are referred to as the “Local Governments”. Collectively, the Project Owner and the Local Governments are referred to as the “Parties.”

RECITALS:

- A. Project Owner desires to develop, construct and operate an up to 117.8 megawatt (MW) wind energy generating facility with necessary associated facilities such as underground power collection lines, access roads, operating and maintenance facility, electrical substation, meteorological measurement equipment (MET) tower(s), aircraft detection lighting system (ADLS) tower(s), and overhead transmission line connection in the Towns of Eden, Linden, Mifflin, and Clifton in Iowa and Grant Counties, Wisconsin (the “Project”).
- B. The Parties agree that it is in the best interest of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to the Project’s use of the Local Governments’ roads, drainage systems, property management, and rights-of-way during construction and operation of the Project.
- C. The Parties agree that the Project and all associated facilities, including (i) wind energy collection and electrical generating equipment; (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, transformers and substations, and telecommunications equipment, switchyards, and other interconnection facilities; (iii) internal roads and crane pads; (iv) meteorological measurement equipment; (v) aircraft detection systems; and (vi) control buildings, operations and maintenance facilities and buildings are under the jurisdiction of the Public Service Commission of Wisconsin (“PSCW”). This Agreement is conditioned on Project Owner’s initial and maintained compliance with all applicable state, federal, and local laws and permit or approval requirements, including any requirements associated with the Certificate of Public Convenience and Necessity (“CPCN”) issued by the PSCW and any requirements in permits issued by the Department of Natural Resources (“DNR”).
- D. The subjects of this Agreement shall be concurrent with the Project’s CPCN, subject to the rights and remedies of the Local Governments expressly provided in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this LOC hereby stipulate and agree as follows:

1. **Approval.** The Parties understand and recognize that approval of the Project is under the jurisdiction of the PSCW and that the Project must seek concurrence and approval from the PSCW for substantive site design changes. At any time during the operation of the Project, if Project Owner proposes modifications to the Project that require a new permitting review from the PSCW, or upon extension of the Project beyond the current private lease and easement terms, Project Owner shall

meet with the applicable Local Governments affected by such modifications or extension of the initial private lease and easement terms and negotiate in good faith any applicable changes to this LOC that are requested by the Local Governments due to such facility changes or extension of private lease and easement terms.

2. **Agreement Exhibits.** The following exhibits are attached to this LOC:
 - a. Proposed Site Plan: Exhibit A is the proposed plan for above-ground facilities of the Project.
 - b. Proposed Haul Route: Exhibit B is a map depicting proposed Project equipment Haul Routes.
 - c. Construction Schedule: Exhibit C is the proposed Project schedule.
 - d. Decommissioning Plan: Exhibit D is the proposed decommissioning plan.

All Exhibits to the Agreement are incorporated herein and made part of the Agreement, with the force and effect as though fully set forth herein. The Parties acknowledge that the Exhibits are part of the concurrent jurisdiction of the PSCW and are subject to change. Any modified Exhibits will be discussed and updated at the pre- and post-construction meetings described in Section 3, below.

3. **Coordination/Planning.** At least thirty (30) days prior to the start of Project construction, Project Owner shall meet (the “Pre-Construction Meeting”) with the Local Governments’ officials responsible for roads and drainage and with local emergency responders to review the Initial Condition Report (as described set in Section 5, below), present final plans for use of public roads and the location of equipment laydown yards, finalize construction scheduling, discuss safety practices, and coordinate local emergency response capabilities, as well as compaction mitigation, stormwater management and erosion control planning, engineering layouts, and general Project characteristics. Project Owner shall advise attendees of planned equipment and material delivery types and schedules. The Parties shall identify safety concerns and structural issues of any road or structure and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.

Project Owner and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project. Project Owner shall consult with the Local Governments within one week of starting construction and shall also utilize all commercially reasonable efforts during construction so as to minimize resulting soil compaction. For Purposes of this Agreement, the term “commercially reasonable” shall mean done in good faith and corresponding to accepted commercial practices in the wind energy industry.

At least sixty (60) days following completion of construction, Project Owner shall meet (the “Post-Construction Meeting”) with Local Governments to discuss post-construction items including, but not limited to, the Post Construction Report (as described in Section 5 below), Haul Route and road restoration and repair, lump sum payment amount, necessary stormwater management and erosion control planning

4. **Initial Evaluation.** At the Pre-Construction Meeting, the Parties shall decide upon a scope of work for evaluating the condition of road and structures and drainage infrastructure immediately prior to

construction, which evaluation shall be at Project Owner's expense. The Project Owner shall provide a complete copy of the Initial Condition Report which shall come in the form of a Pre-Construction Road Use Survey (as described in Section 5, below) to the Local Governments prior to starting construction. Project Owner shall consider whether each segment of road that is to be used is likely to withstand the proposed construction traffic and propose reasonable upgrades if applicable in order to maintain safe driving conditions for the public.

5. **Use of Roads.** The Parties agree that the Project Owner and its successors, assigns, contractors, agents and representatives may use public roads as part of the construction, operation, maintenance and repair of the Project. The Project Owner agrees to minimize the use of Town roads when practicable. The Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment (the "Facilities"), that Project facilities may cross road rights-of-way and/or drainage systems. The Project Owner agrees that it shall seek and obtain all permits typically required of others, such as driveway permits and rights-of-way crossing permits. It is agreed that all road rights-of-way crossings shall be by underground borings, buried to a depth of at least four (4) feet, perpendicular to the right-of-way, plus or minus 30 degrees. All underground borings shall commence and terminate outside of the right-of-way.

Following issuance of a Decision Order authorizing construction from the PSCW, Project Owner will engage a qualified third-party engineer ("Engineer") to prepare an "Initial Condition" report on all roads designated as "Haul Roads" in Exhibit B attached hereto ("Initial Condition Report"), which shall be in the form of a Pre-Construction Road Use Survey. The Engineer will also be engaged to prepare a post-construction road condition report on the Haul Roads ("Post Construction Report," which shall be in the form of a Post Construction Road Use Survey, and collectively with the Initial Condition Report, the "Reports"). These Reports will serve as the basis for future discussions and decisions among the Parties about reasonable needed post Project construction repairs. Project Owner shall engage road maintenance and restoration services during construction. To the extent reasonably possible, Project Owner shall utilize local contractors familiar with conditions in the Project area. Throughout the construction of the Project, the Parties shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public.

The Road Reports referenced above shall consist of an assessment and evaluation of the pavement condition for the roads to be utilized for haul routes and construction traffic. The evaluator may utilize the PASER method in doing the evaluation; but must provide the details of the determination of the analysis. A statement of a road condition rating of say 5 or 6 is insufficient for an understanding of pre and post conditions for assessment of damages. The evaluator shall assess each road route by type of distress, location along and on the roadway, statement as to the severity, and provide a quantity or a surface amount affected. The following types of distress shall be identified and evaluated for each road route:

1. Cracking – severity, type (block, transverse, alligator, etc.), amount of or frequency.
 - a. Slippage cracks – crescent shaped loss of bond in layers or to subbase.
 - b. Longitudinal – (None Centerline joint) in wheel paths, edge line from weakened subbase or multiple in single lane prior load cracking.
 - c. Block cracking on 1 to 5Ft centers with open joints, regular or irregular shapes.
 - d. Alligator cracking – sub 6-inch blocking.

- e. Best performed on a wet/rainy day or boots on the ground survey of the road.
- 2. Distortion – Sags, heaves, or rippling in the surface whether cracked or not.
 - a. Wheel ruts in excess of 1 inches.
 - b. Washboard or rippling of the surface at intersections and/or access points.
 - c. Frost heave action deformation or Pavement edge drop from normal crown.
 - d. Utility Trench or Culvert Pipe settlements.
 - e. Best determined on a wet or rainy day to see distress areas.
- 3. Patching or Pothole Repairs – Identify areas of sand-patching, pothole filling, maintenance wedge overlays, utility trench repairs, missing pavement, etc.
- 4. Raveling - Identify areas of severe raveling where the surface aggregate is worn away, scraped off, and / or missing.
- 5. Shoulder Drop-off – quantity of pavement edges in LF where shoulder drop-offs exceed 2 inches of more. Quantity and depth of drop-off.

The report shall be detailed to provide locations, conditions, and severity so as to discern pre-existing situations from new post-construction load distresses and locations where additional stresses of existing conditions may have occurred.

In addition, the Road Report shall identify all culvert and bridge crossings to be utilized on the Haul Routes and provide a condition assessment for the pre-construction and post-construction condition of each culvert. The pre-condition assessment with photos of deformities or areas of concerns within each culvert. There should be an evaluation and summary of the maximum load capacity which might be crossing the infra-structure for the delivery of project materials being brought into the various site(s). The assessment shall verify the condition of the existing infra-structure and its' ability to withstand (or carry) the anticipated loads for the project(s), and provide corrective action for situations where alternative routes may be required to consider, or in the instance of being unable to assign a different haul route identify if shoring and temporary support of infra-structure may be necessary for support of oversize / overweight deliveries anticipated for the project.

The Parties further agree that the construction process may cause wear, tear, and damage to the roads identified to be used, including the Haul Roads. The Parties agree, in lieu of seeking repair, restoration, or reconstruction of these roads following the completion of the Project's construction, that the Project Owner shall provide the Local Governments reasonable compensation in the form of a lump sum payment for direct costs, in an amount to be determined by the Parties at the Post-Construction Meeting and based on the Reports, following general industry best practices for the repair or reconstruction of the impacted roads. The Reports shall include review of the surface and subsurface of the roads. The Local Governments shall relieve the Project Owner of any other repair or reconstruction obligations or responsibilities upon receipt of such lump sum payment. The Local Governments shall determine, at its sole discretion, how to utilize those funds for the repair of the impacted roads after their use for construction traffic for the Project ends. If the Local Governments elect to forego the lump sum payment, the Parties agree that the Local Governments may also utilize a contractor chosen and managed by Project Owner to complete necessary road repairs.

The extent of such repair will be negotiated at the Post-Construction Meeting and will be based on the Post Construction Report of the Engineer.

The Parties shall negotiate in good faith a similar road use and repair provision related to decommissioning, expansion, or repowering of the Project.

At or near the beginning of Project construction, Project Owner, at its expense, shall have signs put in place to identify the Haul Roads in a manner substantially similar to Badger Hollow Solar. Throughout the construction of the Project, the Parties shall work cooperatively to maintain public road infrastructure in a safe condition for passage by the public. During the ongoing construction of the Project, Project Owner shall comply with all local ordinances related to road use, including seasonal weight restrictions. At its expense, Project Owner shall repair any significant damage caused by the Project Owner that jeopardizes the safety of the travelling public. In the event a hazardous road condition exists that presents a safety hazard to the public use of the road and is not promptly repaired by Project Owner within one week after receipt of notice of the hazardous condition, the applicable road authority may make emergency road repairs, or order emergency road repairs to be performed by qualified contractors, and Project Owner will promptly reimburse the road authority for reasonable emergency road repairs.

Project Owner shall be responsible for addressing applicable road use issues with the Local Governments to the extent they have jurisdiction over roads to be used for the Project.

Additional permitted actions of Project Owner include:

- i. Widening certain County Roads and making certain modifications and improvements (both temporary and permanent) to such County Roads (including certain culverts, bridges, crest or valley corrections, road shoulders and other related fixtures) to permit such equipment and materials to pass; and/or
- ii. Placement of certain electrical or fiber optic cables for the Project adjacent to, over, across, or beneath certain portions of Local Government road rights-of-ways for the purposes of carrying electrical current or data for the project.

6. **Ownership.** This LOC shall be applicable to the present Project Owner, its successor and assigns, and to all parties to whom the Project Owner may transfer any or all of its ownership interests or contracts or subcontracts concerning its operations in and responsibilities concerning the Project and Facilities. Project Owner shall have the right to sell, assign, or lease all or portions of the Project or its Facilities to other parties and, in that event, such other parties shall, with Project Owner or, in the event of total assignment or transfer, in lieu of Project Owner, have the right, in the manner and to the same extent above, to operate the Facilities in, along, under, and across the same road rights-of-way and drainage systems. Project Owner, its successors, or assigns, shall, at all times and at its sole expense, maintain the Facilities in good condition and repair. In the case of any such sale, assignment, or lease of all or any portion of the Project or the Facilities, Project Owner shall assign its rights and obligations under this LOC and may do so without obtaining the prior consent of the Local Governments. Excluding any sale, assignment or lease in all or any portion of the Project to (a) WEC Energy Group, Inc., (b) Wisconsin Electric Power Company d/b/a WE Energies, (c) Wisconsin Public Service Corporation, or (d) Madison Gas and Electric Company ("Proposed Owners") the project Owner shall notify the Local Governments of any and all proposed changes in owners or operation of the Project or Facilities. Any such sale, assignment, or lease of all or any portion of the Project or the Facilities shall include an explicit assumption by any such successors or assigns of any and all terms of this Agreement which continue to be active

and applicable, proof of which shall be provided to the Local Governments at least sixty (60) days prior to the effective date of such proposed change in ownership or operation.

7. **Disputes.** Should a dispute arise between the Parties on whether any repair plan or lump sum payment adequately addresses repairs needed to the infrastructure of the Local Governments, the Parties agree that a final determination shall be made by a civil engineer licensed in Wisconsin and selected by mutual agreement. If the Parties cannot agree on an engineer, they shall each select an engineer and the two engineers shall select a third engineer within thirty (30) days, and this selected third engineer shall be the engineer for settling such disputes. Compensation for the engineer that ultimately makes a final determination pursuant to this section shall be shared equally by the Parties.
8. **Cooperation.** Project Owner and the Local Governments agree to communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project. Furthermore, Project Owner and the County Engineer, on behalf of the County, agrees that they will coordinate and cooperate with the Developer and the Developer's Parties to reasonably limit the impact of its use of the County Roads on normal local traffic. Additionally, project traffic shall be scheduled in a way to reasonably minimize the adverse impact on local agriculture truck transportation. Developer agrees that it will mutually coordinate with the County Engineer scheduling of oversize/overweight vehicles.
9. **Permitting.** The County has jurisdiction to permit utilities within the County Trunk Highway Rights-of-way to the extent that such jurisdiction does not conflict with Wisconsin Statutes section 66.0401. Permitting for other roadways being utilized for infra-structure are by the Maintaining authority. All utility installations shall follow the County Policy #1106 Utility Accommodation and Policy 1106.1 Utility Accommodation Appendices, with an application to each respective Maintaining Authority, to the extent required under state law. The County shall review the drawings at the 90% design phase to identify any nuances or requirements that may need to be addressed.
10. **Drainage Infrastructure.** If drainage infrastructure or systems are damaged by any cause connected with the Project, Project Owner shall restore the drainage infrastructure or system to pre-existing condition or better. "Pre-existing condition" shall mean the flow capacity existing immediately prior to the Project commencing construction. Project Owner is responsible for all reasonable expenses related to repairs, relocations, reconfigurations and replacements of drainage infrastructure and systems that are damaged as a direct result of the Project.

9. In addition, through the permitting process, if it is determined the Project Owner must install or place drainage retention or detention basins for concentrated flows, the Project Owner shall also assess the impact the outfalls for the basin(s) may have on County infra-structure if adjacent to or within 500 feet of the outfall location. The assessment shall be to determine if the existing county drainage infra-structure is properly sized to accommodate an increase in drainage flows at the various culvert locations. If it is deemed the existing infra-structure is inadequately sized, the Project Owner shall bear the costs of upsizing the infra-structure to meet the new drainage discharge flow requirements.
- ~~10.~~11. **Replacement of Lost Property Tax Revenue.** Properties hosting qualifying utility generating facilities under Chapter 76 and approved by the Public Service Commission of

Wisconsin are removed from the local property tax roll. The Local Governments will receive Utility Aid payments through the state Shared Revenue program. However, other local taxing bodies, such as school districts and fire departments are not provided alternative payments to compensate for lost property tax revenue. In the case of the Project, the following public institutions are currently receiving property tax revenue from land planned for inclusion in the Project:

- a. Iowa Grant School District
- b. Southwest Technical College
- c. Cobb Eden Fire Department
- d. Eden First Responders
- e. Linden Fire Department
- f. Linden First Responders
- g. Livingston-Clifton Fire and First Responders
- h. Montfort Fire Department
- i. Montfort Rescue Squad
- j. Rewey Fire and First Responders

Project Owner will establish a program (the “Lost Revenue Program”) to reimburse the listed taxing bodies for lost revenue following completion of the Project, when the specific, qualified utility properties are identified. The Lost Revenue Program will calculate the amount of lost revenue based on local tax rates for similar land and provide payment, including any future changes resulting from referendum. Payment amount for each taxing authority will be increased annually by Two Percent (2%).

~~11.~~**12. Revenue Hold Harmless.** The Parties agree that the shared revenue payments payable to the Towns and the County under current state law may be revised or revoked by future Legislatures. In the event that the shared revenue payments payable to the Towns and the County are eliminated by the Legislature, the Project Owner will reimburse the Towns at the rate of \$2,167 per installed megawatt and the County at the rate of \$2,833 per installed megawatt but only to the extent the amount promised is recoverable by the Project Owner through approval by the Public Service Commission of Wisconsin of rates under Wis. Stat 196.20. The Project Owner’s obligation to make such payments shall be suspended if the State adopts or implements a new mechanism to replace the Utility Aid Shared Revenue payments. In such case of suspension of payments, the Project Owner’s payment obligations as set forth herein will only be reinstated if such new payment system is eliminated by the Legislature.

~~12.~~**13. Public Safety and Emergency Medical Services.** Construction of a wind energy generating facility does not create any unique or especially dangerous environments or situations for local emergency responders. Project Owner will require that all contractors on the site during construction meet all state, federal and industry best practice standards for employee and public safety. Project Owner intends to request meetings with site area Emergency Response agencies to provide project and facility familiarization and establish communication channels. Should any aspect of the Project construction or operations present unfamiliar equipment or situations for responders, Project Owner will arrange for adequate professional training to deal with those concerns.

- ~~13.~~**14. First Responder Communication Systems.** Project Owner agrees to cooperate with Iowa and Grant County Emergency Management to investigate complaints of radio system operations or quality problems in or near the Facilities. If the Facilities are shown to cause interference with normal operations of emergency service radio systems, Project Owner will cooperate with Iowa and Grant County Emergency Management to select a qualified contractor to identify specific interference remedies. Iowa and Grant County Emergency Management and Project Owner will cooperatively select a qualified contractor acceptable to both parties to perform necessary interference remedial work. Project Owner will be responsible for all reasonable costs associated with complaint investigation and correction by outside parties.
- ~~14.~~**15. School Districts.** Representatives of Project Owner shall meet with the local school bus operator(s) and the relevant school officials to ensure suitable arrangements are put in place for the safe and timely transport of children to and from school via the normal services for such transport.
- ~~15.~~**16. Public Utility Companies.** The Project Owner shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, swerves and tile lines which run over, through or under any part of the County Roads used by the Project Owner. The Project Owner shall assume full responsibility for reimbursing the County for any damage or injury to such properties which may be caused by the Project Owner's activities and operations.
- ~~16.~~**17. Road Closures.** Project Owner shall use reasonable efforts to avoid the closure of any County Roads, portions of County Roads or intersections, hereafter referred to as "Designated Roads." Nevertheless, Project Owner shall be permitted to close Designated Roads for brief periods in the interest of safety and to permit the passage of large loads, the installation of improvements, and/or the performance of repairs; *provided*, that the Project Owner shall have provided the County with at least twenty-four (24) hours' prior notice of any planned road closure and obtained County's approval thereof, which approval shall not be withheld except for reasons of public safety or substantial and unavoidable public inconvenience. In the performance of the Road Closures, whether temporary, partial, short duration, or long term; the Project Owner and their contractor(s) shall implement, utilize, and follow the guidance provided within the Wisconsin Department of Transportation (WisDOT) Work Zone Field Manual (WZFM) for Traffic Control, and all Flaggers employed or utilized to direct traffic shall be certified within the WisDOT Flagger certification program. The County utilizes a reverse texting platform for notice to emergency responders and the general public of impending or planned work related road closures and / or traffic issues; under no circumstances will the Project Owner or their Contractor(s) close a public road without providing the mandatory 24-hour notice of closure.
- ~~17.~~**18. Indemnification.** Project Owner agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Project Owner, its agents and employees, for the performance or non-performance of its duties pursuant to this LOC except to the extent caused by the negligence or intentional misconduct of the Indemnified Parties. Furthermore, Project Owner agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this LOC, except to the extent that such claims are caused by the negligence

or intentional misconduct of the Indemnified Parties. This indemnification obligation shall survive the termination of this LOC.

~~18.~~19. **Insurance.** Project Owner shall at all times during construction and operation of the Project carry Commercial General Liability insurance with a limit of \$5,000,000 per occurrence, and Automobile Liability insurance with a limit of \$1,000,000 per occurrence. The above occurrence limits may be satisfied using umbrella/excess liability policies. Or, if the Project Owner is a qualified self-insured in the State of Wisconsin, shall maintain not less than \$5,000,000 of claims-first-made excess general liability insurance on an occurrence basis over its self-insured retention that may change from time to time. Such excess insurance shall include automobile liability. Certificates of insurance will be provided to the Local Governments upon request.

~~19.~~20. **Security.** To guarantee compliance with the terms of this LOC, payment of costs incurred by the County or the Towns in accordance with this LOC, or the remediation of any damage caused by Project Owner's failure to comply with the terms of this LOC, Project Owner shall furnish security initially in the form of a bond. The bond shall remain in an amount equal to \$150,000, subject to allowable draws by the County or Towns. Following Project completion, the security shall be released.

~~20.~~21. **Compliance with Laws.** Project Owner shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to Project Owner's activities associated with the Project and shall obtain all permits, licenses, and orders required to conduct any and all such activities. In the event of any conflicts or inconsistencies between this Agreement and Wis. Stat. 66.0401, the Parties agree that Wis. Stat. 66.0401 and any related laws or administrative codes shall control.

~~21.~~22. **Tax Revenue.** Properties hosting qualifying utility generating facilities under Wisconsin Statutes Chapter 76 and approved by the Public Service Commission of Wisconsin may be removed from the local property tax roll. Consequently, each Locality may receive utility aid payments through the state shared revenue program. In recognition thereof, each Locality agrees that it will not tax or assess improvements associated with the Project while under construction but prior to such improvements qualifying as utility generating facilities.

~~22.~~23. **Visual Considerations.** The Facilities and properties shall not be used for any type of advertising. The Project may erect and maintain a single project identification sign. Necessary lighting to provide safety and security of facilities shall be allowed. Project Owner will provide the Local Governments with a description of permanent Project lighting plans when available. Project Owner shall insure that its contractors, subcontractors, material suppliers and their respective transport providers transporting oversize and over width loads use the County Roads during daylight hours during periods of good visibility and beyond daylight hours if such loads are accompanied by escort vehicles with reasonable signage and lighting.

~~23.~~24. **Decommissioning.** Project Owner shall implement the Decommissioning Plan attached as Exhibit E to this LOC upon permanent cessation of the commercial operation of the Project. For the purposes of this LOC, permanent cessation of the commercial operation of the Project shall mean that the entire Project has ceased commercial operation for a consecutive period of twelve (12) months for reasons other than a force majeure event. The Project shall be deemed to be in

commercial operation if the Project is under active construction activities including, but not limited to, construction activities in connection with Project-wide replacements or upgrades.

The Parties acknowledge that the Decommissioning Plan shall be submitted to PSCW for its approval. To the extent the PSCW imposes additional requirements not included in the Decommissioning Plan, the Parties agree to substitute the attached Decommissioning Plan so as to incorporate the final decommissioning requirements. The Project will follow a substantially similar process to Badger Hollow Solar (PSC Docket ID 9697-CE-100) by creating a detailed Decommissioning Cost Analysis and will provide such a plan to the Local Governments when the analysis is available. The Parties agree that the Decommissioning Plan shall require Project Owner to, at a minimum:

- Remove, at its expense, all Project components including, but not limited to, wind turbines and associated facilities to a depth of four (4) feet and properly dismantle all components;
- Restore the land to a condition reasonably similar to pre-existing conditions, which shall include the removal of gravel parking lots and storage yards, de-compacting areas where Project access roads were installed, and de-compacting any other areas of substantial soil compaction.
- At the latest, at the 15th anniversary of the commencement of operations, Project Owner will post commercially reasonable financial assurance in the amount of the reasonably estimated net costs of decommissioning the Project (net of the reasonably estimated salvage value of the Project improvements), as determined by a qualified engineer. The costs of this determination are to be paid by the Project Owner. The need for and amount of the financial assurance shall be reviewed by a qualified engineer, and, if applicable, updated every five (5) years following the 15th anniversary of the operations commencement date.

Upon Project Owner's completion of the decommissioning obligations, this LOC shall automatically terminate and be of no further force and effect, except as otherwise provided herein.

24.25. **Relevant Law.** Any and all disputes arising under this LOC and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.

25.26. **Setbacks.** Project Owner agrees to install the wind turbines with a minimum setback of (i) 1.1 times maximum blade tip height from the edge of the right of way for public roads, (ii) 1.1 times the maximum blade tip height from the property boundary lines of non-participating landowners, (iii) The lesser of 1,250 ft or 3.1 times the maximum blade tip height from any non-participating landowner dwelling unit, and (iv) the lesser of 1,250 feet or 3.1 times the maximum blade tip height from any occupied community buildings.

26.27. **Phasing.** The Parties acknowledge that the construction of the Project may take place through one or more phases at Project Owner's election. In the event Project Owner elects to construct the Project in phases, the obligations of Project Owner hereunder will, to the extent applicable, relate only to the respective phase of the Project then being undertaken by Project Owner.

27.28. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:

If to Project Owner:

Badger Hollow Wind Farm LLC
c/o INVENERGY LLC
Attn: Daniel Litchfield
One South Wacker Drive, Suite 1900
Chicago, IL 60606
cjohnson@invenergy.com
630.217.2667

With a copy to:

General Counsel
Invenergy LLC
One South Wacker Drive.
Chicago, IL 60606
generalcounsel@invenergy.com

If to Iowa County:

County Administrator
222 N. Iowa Street
Dodgeville, WI 53533
608.935.0318

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice. Notices may be sent via email transmission the email addresses provided, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

FOR IOWA COUNTY:

222 N. Iowa Street

Dodgeville, WI 53533

NAME: _____

TITLE: _____

DATE: _____

Phone: _____

DRAFT

FOR BADGER HOLLOW WIND FARM LLC:

c/o Invenenergy Wind Development North America LLC

1 South Wacker Drive

Suite 1800

Chicago, IL 60606

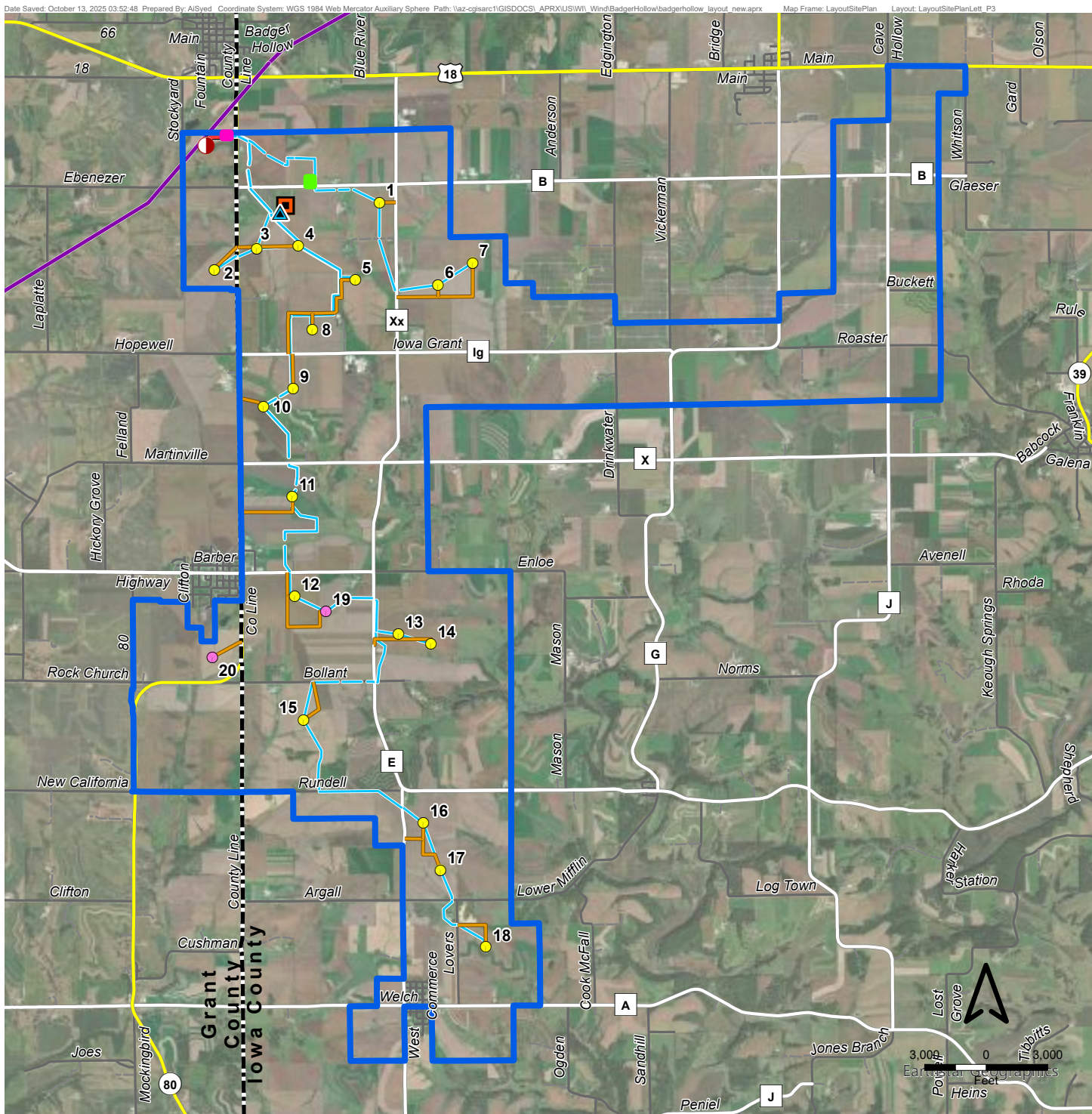
NAME: _____

TITLE: _____

DATE: _____

DRAFT

Exhibit A: Proposed Site Plan



Legend

Turbine Location

- Primary
- Alternate
- Permanent Met Tower
- ADLS Tower
- Point of Interconnection
- Gen-Tie

- Collection Line
- Access Road
- Transmission Line
- Project Substation
- O&M Building
- Project Boundary
- County Boundary

Road Classification

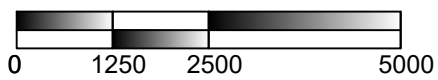
- US/State Route
- County Road
- Local Road
- Dirt/Unpaved Road

Project Layout

REV.	DATE	DESCRIPTION	BY
A	12/17/25	ISSUED FOR REVIEW	TRS

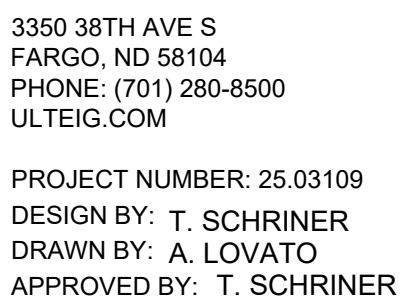
26500 AMERICAN DRIVE
SOUTHFIELD, MI 48034

ONE SOUTH WACKER DRIVE, SUITE 1500
CHICAGO, IL 60606



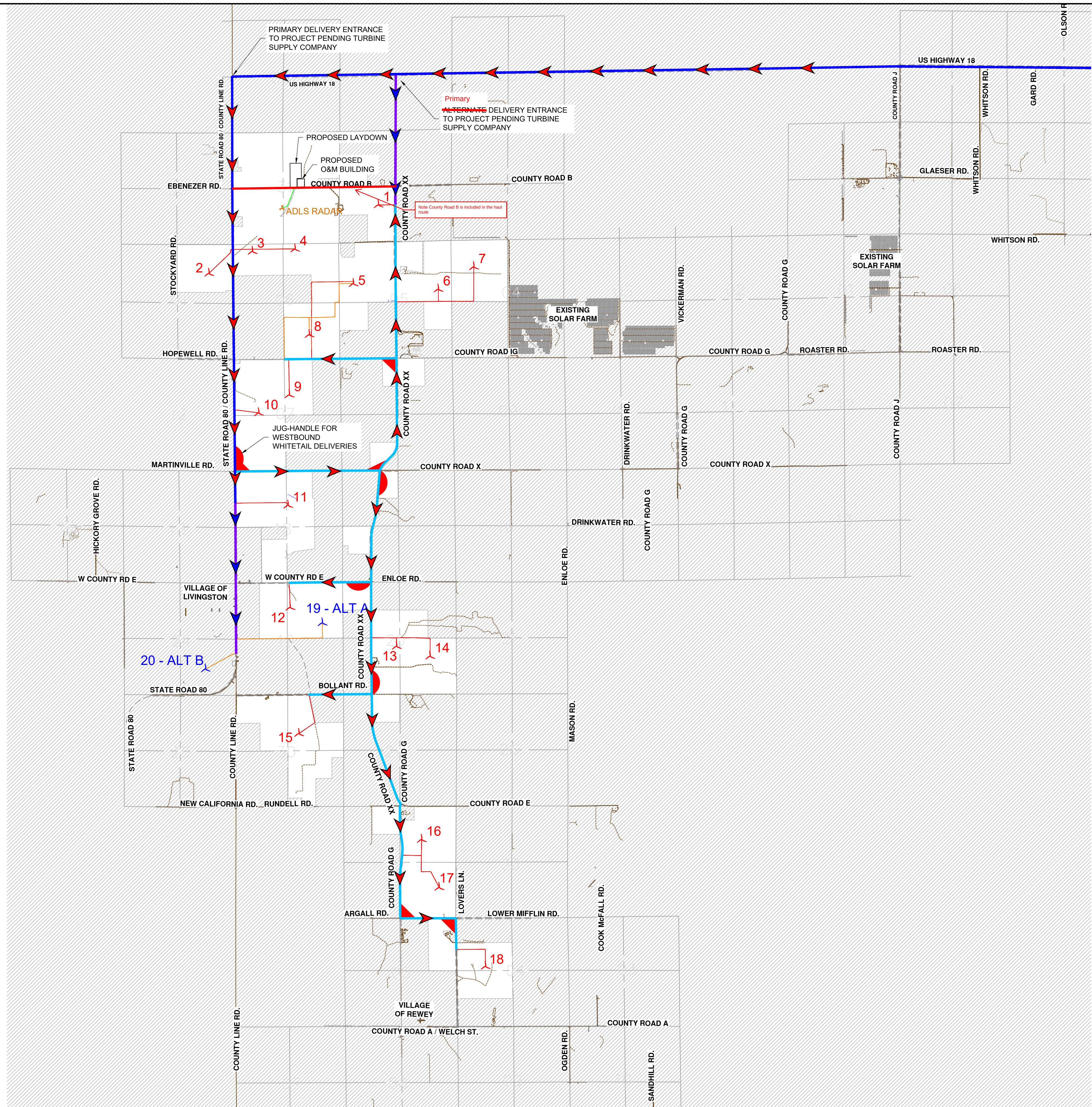
WISCONSIN COUNTY SYSTEMS: IOWA COUNTY,
INTERNATIONAL FOOT (HARN/WI.IOWAWI-IF)

THIS DRAWING IS
PRELIMINARY AND IS
NOT TO BE USED FOR
CONSTRUCTION.
FOR REVIEW
PURPOSES ONLY.

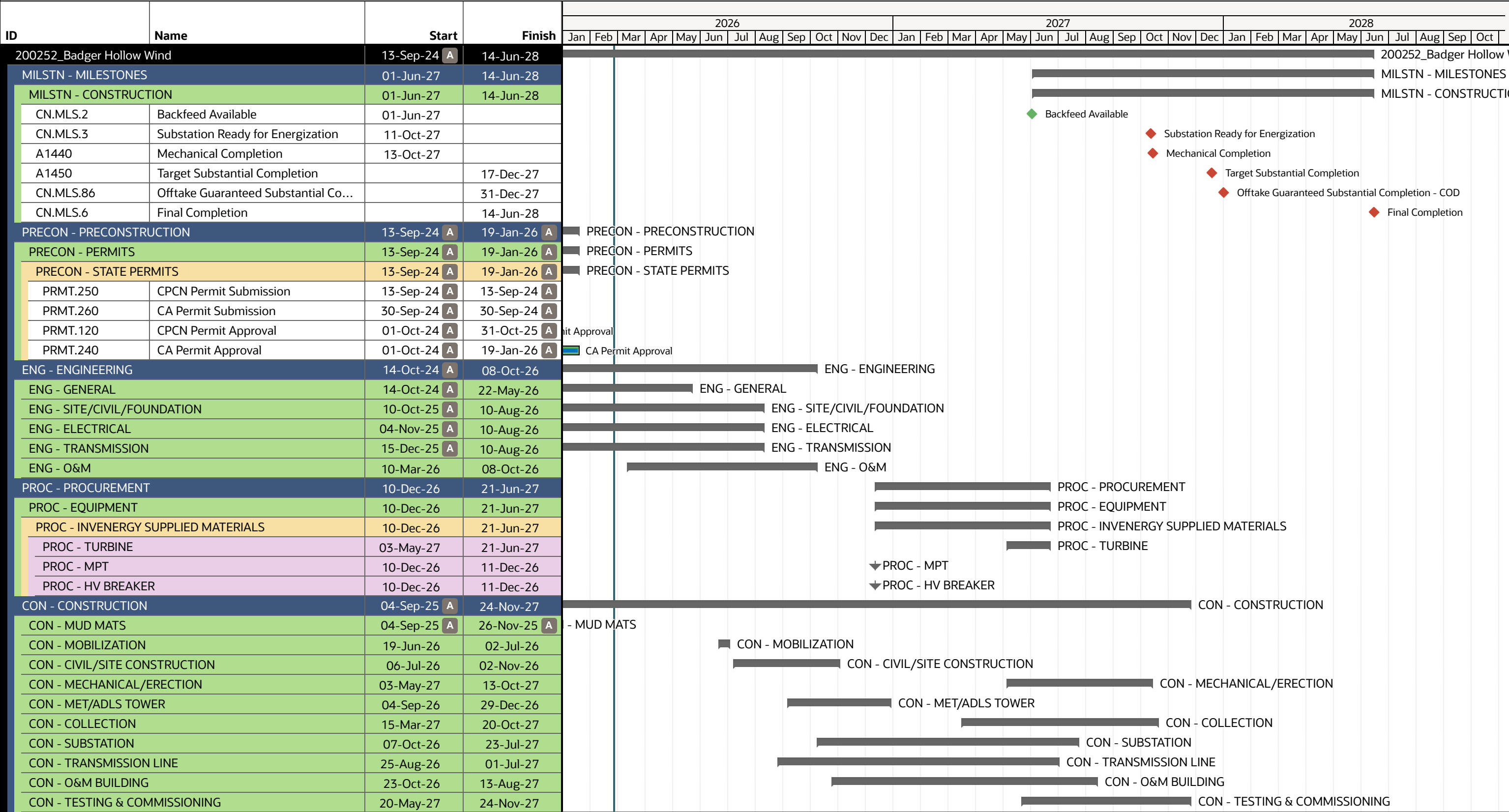


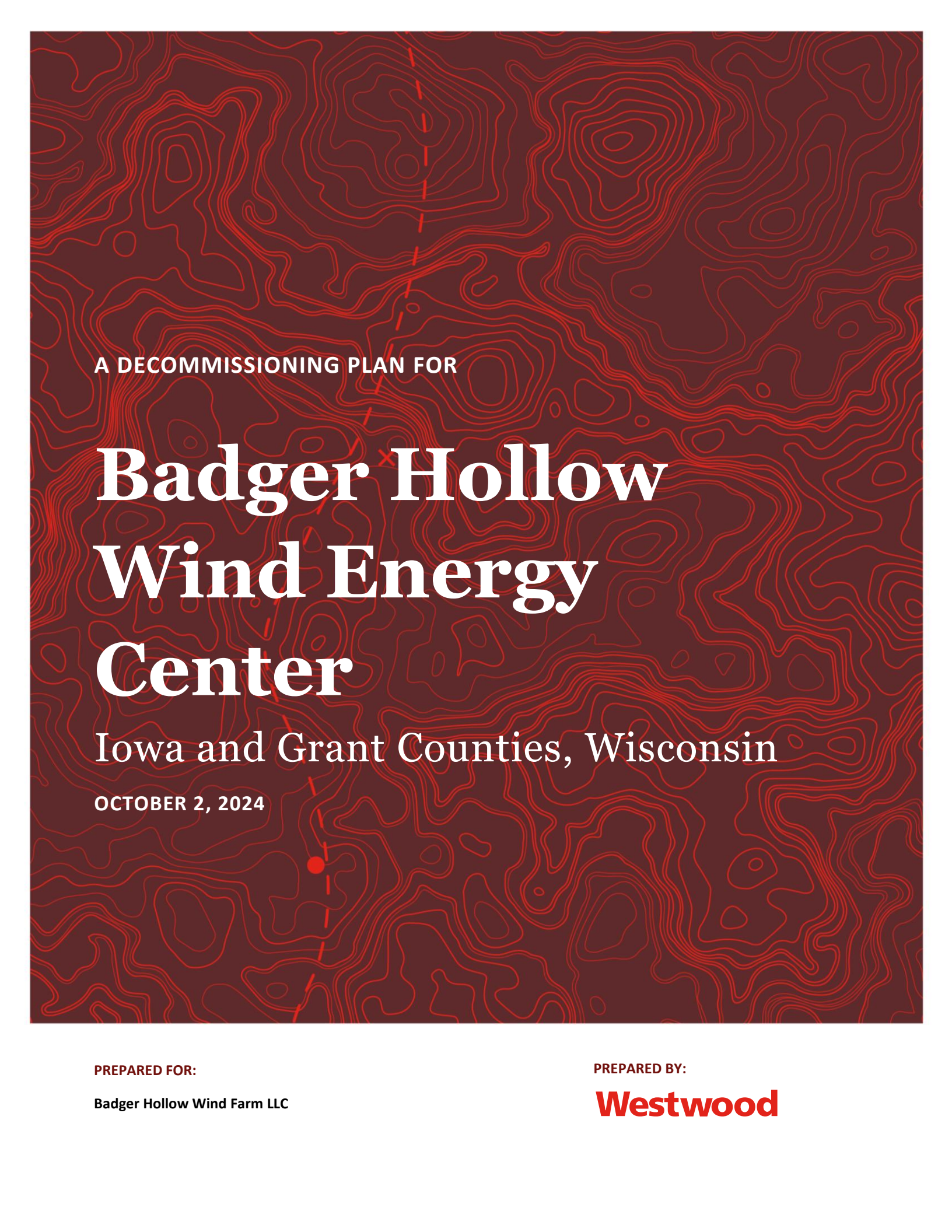
WISCONSIN CERTIFICATE OF AUTHORIZATION: 6065-11

DRAWING NUMBER: 4 REVISION: A



	TURBINE - PRIMARY
	TURBINE - ALTERNATE
	ADLS RADAR TOWER
	STATE HIGHWAY
	COUNTY ROAD PAVED
	COUNTY ROAD PAVED - ALTERNATE
	PROPOSED ACCESS ROAD - 16.5 FT. WIDE
	PROPOSED ALT. ACCESS ROAD - 16.5 FT. WIDE
	PROPOSED ADLS ACCESS ROAD - 12 FT. WIDE
	PROPERTY LINE
	NON-PARTICIPATING LAND OWNER
	INGRESS WTG DELIVERY FLOW DIRECTION
	INGRESS WTG DELIVERY FLOW DIRECTION - ALTERNATE
	PROPOSED TEMPORARY PUBLIC INTERSECTION
	PROPOSED TEMPORARY PUBLIC INTERSECTION - ALTERNATE
	PROPOSED TEMPORARY JUG-HANDLE INTERSECTION
	POTENTIAL K-VALUE CONCERN





A DECOMMISSIONING PLAN FOR

Badger Hollow Wind Energy Center

Iowa and Grant Counties, Wisconsin

OCTOBER 2, 2024

PREPARED FOR:

Badger Hollow Wind Farm LLC

PREPARED BY:

Westwood

Decommissioning Plan

Badger Hollow Wind Farm LLC

Iowa and Grant Counties, Wisconsin

Prepared for:

Badger Hollow Wind Farm LLC
1 S Wacker Drive, Suite 1800
Chicago, IL 60606

Prepared by:

Westwood Professional Services
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
(952) 937-5150

Project Number: 0037582.00
Date: October 2, 2024

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Attachment A: Decommissioning Cost Estimate

1.0 Introduction / Project Description

The Badger Hollow Wind Energy Center (“Project”) is a wind power generation project proposed by Badger Hollow Wind Farm LLC (“Badger Hollow Wind” or “Applicant”) in Iowa and Grant Counties, Wisconsin. The Project includes the construction of permanent facilities including 19 Vestas V162 6.2-megawatt (MW) wind turbines with 162-meter rotor diameters and 119-meter hub heights, access roads, one meteorological (met) tower, one aircraft detection lighting systems (ADLS) tower, a collector substation, underground and overhead collection lines, and an operation and maintenance (O&M) facility.

This Decommissioning Plan (“Plan”) has been prepared for the Project in accordance in accordance with the 2024 Wisconsin Application Filing Requirements for Wind Energy Projects (“AFR”). The purpose of this Plan is to describe the means and methods that can be used to decommission the Project and reclaim, restore, and return the land altered during the construction and operation of the wind project to its predevelopment condition to the extent practicable and consistent with the Project’s lease agreements. The Plan identifies components that may be removed and the areas that may be restored once the Project has surpassed the useful lifespan of the turbines and facilities.

The useful life of commercial size turbines is generally considered to be 30 years. At that time, the project will either be decommissioned or repowered with newer technology. If equipment were to fail before the end of the useful life of the project, those components could be replaced with operational ones. At the end of commercial operation, Badger Hollow Wind will assess whether to decommission the Project or seek to extend the life of the Project. Subject to applicable regulatory approval, should Badger Hollow Wind decide to pursue continued operations, it will evaluate whether to continue with the existing equipment or to upgrade the project with newer technologies. If Badger Hollow Wind does not pursue continued operation or repowering of the Project, the decommissioning process will begin when Badger Hollow Wind determines the Project is discontinued or after approximately one year without energy production. This decommissioning plan reflects the full decommissioning of the Project, including removal of all infrastructure and equipment and reclamation of the site to match previous land use, unless otherwise specified.

2.0 Proposed Future Land Use

Prior to the development of the Project, the land use of the Project Area was primarily agricultural production. After the developed areas of the Facilities are decommissioned, they will be returned to their predevelopment condition and tilled to a farmable condition. Please refer to Section 3.2 for a detailed description of reclamation activities.

3.0 Engineering Techniques

Decommissioning of the wind farm includes multiple phases and activities such as:

- Application of necessary sediment and erosion controls during and following decommissioning activities.

- Public road modifications (if required) and access road improvements to accommodate heavy equipment traffic during decommissioning.
- Removal of aboveground components (turbines, transformers, overhead transmission lines, and substation) for either resale or scrap.
- Removal of turbine foundations to a depth of four feet below grade.
- Removal of other underground components (junction boxes, transformer and substation foundations) to a depth of four feet below grade.
- Removal of access roads (unless the landowners request the roads to remain) and decompaction.
- Reclamation, re-grading, and restoration of disturbed areas including topsoil reapplication and decompaction of soils.
- Repair and/or restoration of public roads and culverts to pre-decommissioning conditions, as required.

During decommissioning, the landowners will be consulted to identify the extent and type of work to be completed. Some Project infrastructure, such as the access roads, may be left in place at the landowners' requests. Underground utility lines up to a depth of four feet will be fully removed at the time of decommissioning.

Decommissioning will include the removal and transportation of all turbine components from the Project Area. Decommissioning will also include the removal of electrical components, foundations, and any other associated facilities in the manner described in the Plan, unless otherwise agreed upon by Applicant and the applicable landowner(s). All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

3.1 Decommissioning of Project Components

3.1.1 Public Road Improvement and Access Road Modifications and Removal

As the cost estimate is based on scrapping and recycling turbine components where possible, sections of public roads that have insufficient strength to accommodate the construction traffic necessary for decommissioning will need to be improved prior to the start of hauling operations. Intersection turning radius modifications are not anticipated since turbine components will be cut to fit on standard semitrailer trucks. The roads subjected to decommissioning traffic will be restored to a condition equal to or better than the condition of the road prior to decommissioning activities. Aggregate removed from the Project access roads is a potential source for the public road restoration material. A pre-decommissioning road survey, similar to a pre-construction survey, may be prepared so that road conditions pre- and post- decommissioning can be accurately assessed.

3.1.2 Crane Path and Crane Pad Preparation and Removal

To facilitate the movement of the large industrial cranes used to disassemble the turbines, crane paths will be required between the turbine sites. A crane path network was designed for the construction of the Project. The same corridors are likely to be used for

decommissioning. Some turbine access roads may be temporarily widened from their operational width of 16 feet to approximately 40 feet wide by compacting in place soils to create crane shoulders on roads that were configured to accommodate crane travel during the construction of the Project. Preparations include compaction of the native soils and construction of temporary road crossings, crane mat crossings, low water crossings, and/or temporary culverts to cross streams. Following disassembly of the wind turbines, the temporary crossings will be removed, and the crossing areas will be restored to pre-decommissioning conditions. The soil on the crane paths will be decompacted and restored to a tillable condition.

A 40-foot by 80-foot crane pad will be prepared at each turbine location to be used during dismantling of the turbines. Temporary alteration of turbine pads may be necessary to facilitate crane movements during decommissioning of above-ground turbine components. If such alteration is necessary, topsoil from the additional disturbed areas will be stripped and isolated for re-application after turbines have been dismantled and crane pads removed. After removal of all turbine components, the crane pad area will be removed by excavating any granular materials placed during the initial construction of the crane pad. Disturbed areas will be restored to preconstruction condition by re-grading the area, reapplying topsoil, and de-compacting the subsoil and topsoil. See Section 3.2 for additional information on reclamation and restoration.

3.1.3 Wind Turbine Removal

Each wind turbine consists of steel tower segments, a nacelle, a rotor and hub assembly, and three blades. These modular components can be disassembled and then processed into pieces small enough (less than 40 feet by eight feet by eight feet and less than 20 tons) to be loaded onto standard semitrailer trucks and transported off site. The components of the wind turbines that are not designated for resale will be cut into pieces sized to meet recycling requirements so the scrap value may be maximized. The components will then be loaded on tractor-trailers and transported off-site. This cost estimate assumes that the blades will be hauled to a licensed recycling facility for processing into a reusable material.

3.1.4 Turbine Foundation Removal and Restoration

The turbine foundations are constructed from concrete and rebar. Little topsoil stripping will be required since the portion of the foundation less than four feet deep is within the gravel ring around each turbine. The foundation will first be exposed using backhoes or other earth moving equipment. The pedestal (upper part of the turbine foundation) will then be removed to a depth of at least four feet below grade using hydraulic vibratory hammers to break up the concrete. The rebar can be cut with torches or cutoff saws. The concrete will be broken into pieces sized for transport. The foundation debris will be hauled off site to be recycled or disposed of, depending on market prices for aggregate at the time of decommissioning. The rebar will be recycled.

Following removal of the turbine foundation, the resulting void will be backfilled with native subsoils and compacted to at least 90% of the fill material's standard Proctor density. Topsoil will be reapplied to the site and graded to match surrounding grade to preserve

existing drainage patterns. The topsoil and subsoil will be decompacted to a minimum depth of 18 inches and revegetated to match pre-construction conditions.

3.1.5 Meteorological (Met) Towers

Following disconnection of electrical components, towers will be gradually lowered to the ground for disassembly. The steel structures will be cut into pieces sized to meet recycling requirements so the scrap value may be maximized. The components will then be loaded on tractor-trailers and transported to a metal recycling facility.

The concrete pads, along with any anchoring components, will be excavated to a depth of 4 feet. Concrete will be broken into transportable pieces and hauled off site. Following removal of the foundations, subsoil will be decompacted to a minimum depth of 18 inches. Topsoil will be reapplied to match the surrounding grade.

3.1.6 Access Roads

Removal of access roads will entail removal of the road base aggregate and any other materials used for constructing the roads. During removal, the topsoil adjacent to both sides of the roads will be stripped and stockpiled in a windrow paralleling the road. The road base materials will then be removed by bulldozers, wheeled loaders, or backhoes and hauled off site in dump trucks to be recycled or disposed of at an off-site facility. On-site processing may allow much of the aggregate to be re-used to improve public roads. The aggregate base can often be used by local landowners for driveway or clean fill. Another option is to use the aggregate base as “daily cover” at a landfill, where it is usually accepted without cost. If geotextile fabric was utilized under the aggregate base, it will be removed and disposed of in a landfill off site. The access road removal will proceed from the turbine area to the public roads to limit tracking and provide stable access during removal. Following removal, topsoil will be reapplied and graded to blend with surrounding contours to promote pre-construction drainage patterns. Topsoil to cover the access roads, turbine rings, and met tower rings will be acquired from the areas where it was stockpiled (or wasted) during the original construction. Since topsoil stayed with each landowner during the construction of the Project, there will be adequate topsoil to restore each area to its pre-construction condition. The soil and topsoil will then be decompacted to a minimum depth of 18 inches and restored to pre-construction tillable conditions or revegetated.

3.1.7 Underground Electrical Collection Lines

The electrical cables and fiber optic conduits contain no material known to be harmful to the environment but will be fully removed up to a depth of four feet. Any cables at a depth of up to four feet, such as cables entering and exiting the turbine foundations, junction boxes, or substation components, will also be removed. Following any necessary removal, the area affected will be restored by reapplication of topsoil to match the surrounding grade and preserve existing drainage patterns. The topsoil and subsoil will be decompacted to a minimum depth of 18 inches and tilled to farmable conditions.

3.1.8 Overhead Electrical Collection / Transmission Lines

The overhead electrical lines associated with the Project connect the project substation, located within the Project Area, to the voltage step-up substation at the point of interconnection north of the Project, just west of the Substation. All poles, conductors, switches, and lines associated with the overhead electrical will be removed and hauled off site to a recycling facility or disposal site. Underground infrastructure such as pole foundations will be removed down to four feet below grade. Most transmission line poles are direct burial, so there is no foundation remaining after removal. Pole foundation holes will be filled with a suitable clean compactable material. Topsoil will be applied, and the areas will be tilled to a farmable condition or revegetated to pre-construction conditions, depending on the pre-construction land use of that area. Transmission line work requires specialized equipment including man lifts, cable reels, pole removal/installation lifts, etc.

3.1.9 Collector Substation

Decommissioning of the Project Collector Substation will be performed with the rest of the Project. All steel, conductors, switches, transformers, and other components of the substation will be disassembled and taken off site to be recycled or reused. Foundations and underground components will be removed to a depth of four feet below ground surface. The rock base will be removed using bulldozers and backhoes or front loaders. The material will be hauled from the site using dump trucks to be recycled or disposed at an off-site facility. Additionally, any permanent stormwater treatment facilities (e.g., infiltration ponds and engineered drainage swales) will be removed. Topsoil will be reapplied to match surrounding grade to preserve existing drainage patterns. Topsoil and subsoil will be decompacted to a minimum depth of 18 inches and the site will be revegetated to match pre-construction conditions.

3.1.10 O&M Facility

For the purposes of this decommissioning cost estimate, it is assumed that the O&M Building will be resold. As a result, no decommissioning or reclamation costs have been included in the estimate.

3.2 Reclamation

In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompacted to a depth of 18 inches or to a depth as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Project decommissioning will be removed and properly recycled or disposed of at off-site facilities.

As necessary, the topsoil will be stripped and isolated prior to removal of structures and facilities for reapplication to promote future land use activities. Preservation of topsoil will be key for re-establishing vegetation at the site. The topsoil will be reapplied following backfill, as necessary, and graded to blend with adjacent contours to maintain existing drainage patterns. Decompaction of the soil and topsoil will be applied to a minimum depth of 18 inches.

Areas formerly used for agriculture will be re-tilled to a farmable condition. In areas not to be used for crops, the topsoil will then be revegetated using seed mixes approved by the local Farm Service Agency, Soil and Water Conservation District, Natural Resource Conservation Service, or other state agency. The selected seed mix must be suitable for the site's annual precipitation and elevation. Temporary erosion protection such as nurse crop (annual grass to aid in establishment of permanent species), mulch, hydromulch, or erosion control blanket will be applied in accordance with the requirements of the project Stormwater Pollution Prevention Plan (SWPPP) until permanent vegetation has been established.

4.0 Best Management Practices (BMPs)

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for erosion of site soils and sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance of more than one acre of soil, the Applicant will prepare a SWPPP, an Erosion Control and Stormwater Management Plan (ECSWMP) and obtain coverage under the Wisconsin Pollutant Discharge Elimination System (WPDES) permit prior to initiating soil disturbing activities, as applicable. Potential BMPs to be implemented during decommissioning activities are described below and will be subject to refinement in the SWPPP and ECSWMP. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain any other necessary permits, which may include a US Army Corps of Engineers (USACE) Section 404 Permit to Discharge Dredged or Fill Material.

4.1 Erosion Control

Erosion control measures will be refined based on the standard of practice current at the time the SWPPP is developed for decommissioning. All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

4.2 Sediment Control

Sediment controls, such as silt fence, fiber logs, dewatering practices, construction entrances, and sedimentation traps and/or basins will be implemented during construction to prevent the transport of sediment off-site during decommissioning activities. Street sweeping/scraping will also be implemented to mitigate potential tracking of sediment onto public roadways.

4.3 Controlling Stormwater Flowing onto and Through the Project

Given the low gradient of the slopes at the site, controlling stormwater flow that enters the site will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control.

4.4 Permitting

All decommissioning and reclamation activities will comply with applicable Federal and State permit requirements. Decommissioning activities that will disturb more than one acre of soil will require coverage under the state-specific NPDES permit for construction stormwater. The permits will be applied for and received prior to decommissioning construction activities commencing. A SWPPP will be developed prior to filing for construction stormwater permit coverage.

If necessary for decommissioning activities, wetlands and waters permits will be obtained from the USACE or the Wisconsin Department of Natural Resources. A Spill Prevention, Control, and Countermeasures (SPCC) Plan for decommissioning will likely also be required for decommissioning work.

4.5 Health and Safety Standards

Decommissioning activities will be conducted in strict accordance with the Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read, understand, and abide by the Plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

5.0 Timeline

Decommissioning of the Project will be initiated if the Project has surpassed its useful life. It is anticipated that the decommissioning activities for the Project can be completed in a 26-week period. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews.

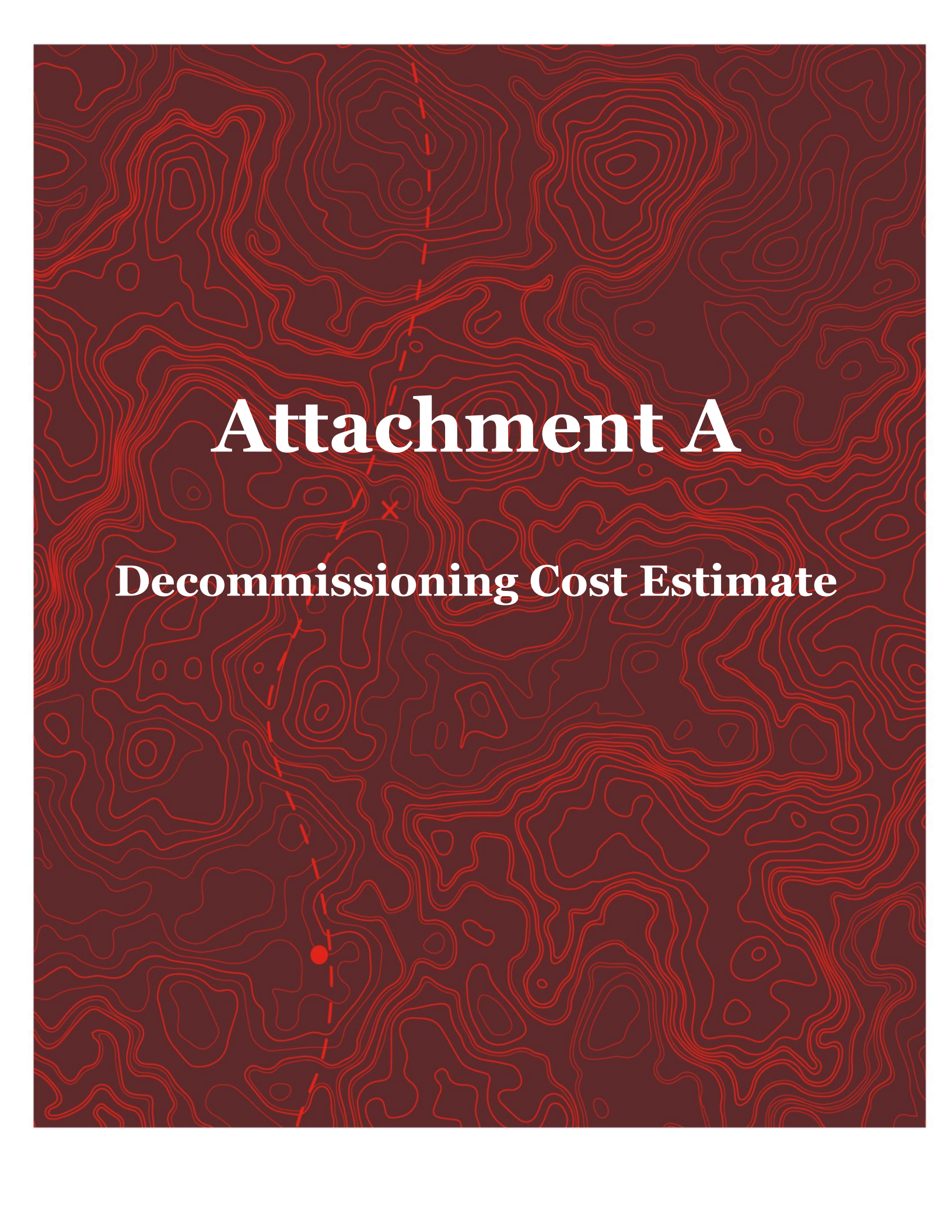
It is Westwood's recommendation that the decommissioning narrative and cost estimate be updated on a regular basis to reflect changing labor and equipment costs, construction methods, salvage values, and disposal facilities.

6.0 Decommissioning Costs

The cost estimate for decommissioning and reclamation of the Project was prepared in current dollars, with the salvage value of equipment or materials calculated separately. The estimate includes:

- (i) An analysis of the physical activities necessary to implement the approved reclamation plan, with physical construction and demolition costs based on applicable Department of Transportation unit bid prices from surrounding states and RS Means material and labor cost indices;
- (ii) The level of effort or number of crews required to perform each of the activities; and
- (iii) An amount to cover contingencies above the calculated cost.

The total estimated cost of the decommissioning of the Badger Hollow Wind Energy Center is approximately \$5,265,889 (\$277,152 per turbine), including crop loss. Estimated salvage/scrap value of the turbines, transformers, and other materials is approximately \$2,640,235. The net decommissioning costs after accounting for resale and salvage values is approximately \$2,625,654, or \$138,192 per turbine.



Attachment A

Decommissioning Cost Estimate

Badger Hollow Wind Energy Center Decommissioning Cost Estimate

Number of Turbines	19	Each		
	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	\$309,000.00	\$309,000
Permitting				
County/Municipal Permits	1	Lump Sum	\$10,000.00	\$10,000
State Permits (SWPPP, SPCC)	1	Lump Sum	\$25,000.00	\$25,000
Subtotal Permits				\$35,000
Wind Turbine Generators				
Disconnect Turbine Wiring	19	Each	\$3,060.80	\$58,155
Dismantle Turbine Tower, Hub, and Blades	19	Each	\$18,366.51	\$348,964
Process to Size and Load Turbine Components	7,174	Tons	\$143.65	\$1,030,545
Haul Turbine Components Offsite for Recycling (except blades)	7,174	Tons	\$6.44	\$46,201
Haul Turbine Components For Disposal (except blades)	1,253	Tons	\$18.28	\$22,905
Turbine Component Disposal (except blades)	1,253	Tons	\$100.00	\$125,300
Haul Fiberglass Blades For Recycling	647	Tons	\$27.42	\$17,741
Fiberglass Blades Recycling	647	Tons	\$550.00	\$355,850
Excavate Around Turbine Foundation	19	Each	\$18.20	\$346
Remove Turbine Foundation and Load	798	Cubic Yards	\$241.99	\$193,108
Backfill Excavation Area from Turbine Foundation Removal	19	Each	\$190.37	\$3,617
Haul Concrete (Turbine Foundation)	1,616	Tons	\$18.28	\$29,540
Disposal of Concrete from Turbine Foundation	798	Cubic Yards	\$100.00	\$79,800
Decompact Wind Turbine Generator Site	19	Each	\$160.81	\$3,055
Grade Wind Turbine Generator Site	19	Each	\$2,813.53	\$53,457
Erosion and Sediment Control at Turbine/Transformer Site	19	Each	\$1,328.89	\$25,249
Topsoil and Revegetation at Turbine/Transformer Sites	19	Each	\$1,256.64	\$23,876
Till to Farmable Condition	13.7	Acres	\$177.52	\$2,432
Subtotal Wind Turbine Generators				\$2,420,141
Met/ADLS Towers				
Disconnect Tower Wiring	2	Each	\$1,530.40	\$3,061
Dismantle, Disassemble, and Load Tower Components	2	Each	\$5,208.79	\$10,418
Haul Tower Components Off Site	8.0	Tons	\$6.44	\$52
Excavate Around Tower Foundation	2	Each	\$5.07	\$10
Remove Tower Foundation and Load	2.3	Cubic Yards	\$241.99	\$557
Haul Concrete (Tower Foundation)	0.2	Tons	\$18.28	\$4
Disposal of Concrete from Tower	0.2	Tons	\$100.00	\$20
Grade Tower Site	2	Each	\$1,600.41	\$3,201
Erosion and Sediment Control at Tower Site	2	Each	\$423.00	\$846
Topsoil and Revegetation at Tower Site	0.1	Acre	\$1,742.40	\$174
Subtotal Met/ADLS Towers				\$18,341
Electrical Collection/Transmission System				
Removal of Underground Collector System Cables	159,421	Linear Feet	\$0.64	\$102,029
Haul Underground Collector System Cables	1,102	Tons	\$6.44	\$7,097
Disposal of Removed Cables (See Salvage Value)	359	Tons	\$0.00	\$0
Removal of Junction Box	8	Each	\$100.00	\$800
Removal of Overhead Transmission Line Cables	1,388	Feet	\$7.90	\$10,965
Loadout Overhead Cables	2.6	Tons	\$37.00	\$96
Haul Overhead Cables	2.6	Tons	\$6.44	\$17
Disposal of Overhead Cables (See Salvage Value)	2.6	Tons	\$0.00	\$0
Remove and Load Steel Transmission Poles	3	Each	\$865.69	\$2,597
Haul Steel Poles for Disposal	3	Each	\$20.70	\$62
Haul Hardware, Bracing, and Attachments for Disposal	3	Each	\$18.70	\$56
Transmission Tower Component Disposal	3	Each	\$421.00	\$1,263
Erosion and Sediment Control for Cable Removal	7,971	Feet	\$4.23	\$33,717
Topsoil and Revegetation at Removed Cable Locations	11	Acres	\$1,742.40	\$19,166
Erosion and Sediment Control at Junction Box Location	320	Feet	\$4.23	\$1,354
Topsoil and Revegetation at Junction Box Locations	0.1	Acres	\$1,742.40	\$174
Erosion and Sediment Control for Transmission Removal	69	Feet	\$4.23	\$294
Topsoil and Revegetation at Transmission Pole Locations	0.03	Acres	\$1,742.40	\$52
Subtotal Electrical Collection/Transmission System				\$179,740

Access Roads				
Remove and Load Gravel Surfacing from Access Roads	17,897	Cubic Yards	\$3.05	\$54,586
Haul Gravel Removed from Access Roads	28,993	Tons	\$18.28	\$529,991
Disposal of Gravel Removed from Access Roads	28,993	Tons	\$0.00	\$0
Remove and Load Geotextile Fabric	100,670	Square Yards	\$0.91	\$91,610
Haul Geotextile Fabric	22	Tons	\$18.28	\$402
Dispose of Geotextile Fabric	22	Tons	\$100.00	\$2,200
Remove and Load Culvert from Beneath Access Roads	5	Each	\$448.00	\$2,091
Haul Culvert Removed from Access Roads	1.5	Tons	\$18.28	\$27
Disposal of Culverts	1.5	Tons	\$100.00	\$150
Remove Low Water Crossing from Access Roads	7	Each	\$3,400.00	\$23,800
Haul Low Water Crossing Materials Removed from Access Roads	7	Each	\$18.28	\$128
Disposal of Low Water Crossing Materials	7	Each	\$200.00	\$1,400
Decompact Access Road Corridor	45,302	Linear Feet	\$0.08	\$3,624
Grade Access Road Corridor	45,302	Linear Feet	\$1.66	\$75,201
Erosion and Sediment Control Along Access Roads	33,977	Linear Feet	\$4.23	\$143,723
Topsoil and Revegetation on Removed Access Road Area	25	Acres	\$1,742.40	\$43,560
Subtotal Access Roads				\$972,493
Crane Paths and Pads				
Installation and Removal of Low Water Crossing (Crane Mats)	7	Each	\$3,400.00	\$23,800
Haul Low Water Crossing Materials Removed from Path	7	Each	\$200.00	\$1,400
Decompaction of Crane Path	25,080	Linear Feet	\$0.06	\$1,505
Erosion and Sediment Control Along Crane Path	25,080	Linear Feet	\$4.23	\$106,088
Revegetation or Farm Field Restoration on Decompressed Crane Paths and Pads	24	Acres	\$1,742.40	\$41,818
Subtotal Crane Paths				\$174,611
Substation				
Disassembly and Removal of Main Power Transformer(s)	1	Each	\$4,500.00	\$4,500
Freight Transformer(s) Offsite	1	Each	\$579.60	\$580
Disposal of Transformer (Including Oil; Assume Salvage Value)	1	Each	\$0.00	\$0
Excavate Around Transformer Foundation(s)	1	Each	\$1,755.65	\$1,756
Remove Complete Transformer Foundation(s)	1	Each	\$17,676.12	\$17,676
Backfill Excavation Area from Transformer Foundation Removal	1	Each	\$279.86	\$280
Haul Concrete (Transformer, Switch Gear, etc. Foundations)	170	Tons	\$18.28	\$3,108
Disposal of Concrete from Transformer Foundation	170	Tons	\$100.00	\$17,000
Demolish Substation Site Improvements (fences, etc.)	1	Lump Sum	\$3,500.00	\$3,500
Demolish Control Building and Foundation	1	Lump Sum	\$12,000.00	\$12,000
Remove Medium/High Voltage Equipment	1	Lump Sum	\$3,500.00	\$3,500
Remove Structural Steel Substation Frame	1	Lump Sum	\$3,500.00	\$3,500
Haul - Demolition Materials, Removed Equipment & Structural Steel	1	Lump Sum	\$1,288.00	\$1,288
Disposal of Demolition Materials, Removed Equipment and Structural Steel (Salvage)	1	Lump Sum	\$0.00	\$0
Remove and Load Gravel Surfacing from Substation Site	1,629	Cubic Yards	\$3.05	\$4,968
Haul Gravel Removed from Substation Site	2,640	Tons	\$18.28	\$48,259
Disposal of Gravel from Substation Site	2,640	Tons	\$0.00	\$0
Decompact Substation Site	2.0	Acre	\$222.97	\$446
Grade Substation Site	2.0	Acre	\$4,526.34	\$9,053
Erosion and Sediment Control at Substation Site	890	Linear Feet	\$4.23	\$3,765
Topsoil and Revegetation at Substation Site	2.0	Acre	\$1,742.40	\$3,485
Subtotal Substation				\$138,663
O&M Building - Estimate Assumes Building Will be Resold				
Public Roads Restoration	12	Miles	\$44,000.00	\$512,000
Total Direct Costs				\$4,759,990
Contingency (10%)	10%	Percent		\$475,999
Crop Loss from Crane Paths (23 Acres)	23.0	Acres	\$1,300.00	\$29,900
Total Cost				\$5,265,889

Salvage/Recycle				
Turbine Towers (Structural Steel)	6,307	Tons	\$243.75	\$1,537,394
Turbine Nacelles (Structural Steel)	1,253	Tons	\$243.75	\$305,323
Met Towers (Structural Steel)	7.6	Tons	\$243.75	\$1,853
Substation (Structural Steel)	10	Tons	\$243.75	\$2,438
Transmission Towers (Structural Steel)	12	Tons	\$243.75	\$2,925
Turbine Generators	459,499	Pounds	\$0.34	\$155,081
Aluminum Electrical Conductor (Supported)	718,607	Pounds	\$0.86	\$619,799
Aluminum and Steel Conductor (Suspended-Aluminum Weight)	2,080	Pounds	\$0.86	\$1,794
Aluminum and Steel Conductor (Suspended-Steel Weight)	1,300	Pounds	\$0.12	\$158
Transformers (copper windings)	9,000	Pounds	\$0.33	\$2,970
Transformers (oil)	15,000	Gallons	\$0.70	\$10,500
Subtotal Salvage				\$2,640,235
Total Demolition Minus Resale and Salvage Value				\$2,625,654

Wind Decommissioning - Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the Badger Hollow Wind Energy Center, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or State Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs, and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on Badger Hollow Wind Energy Center layout, dated August 2024.
2. Unit pricing obtained from RS Means for the Lancaster, Wisconsin area for Quarter 3 2024.
3. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
4. Mobilization was estimated at approximately 7% of total cost of other items.
5. Permit applications will require the preparation of a SWPPP, ECSWMP, and a SPCC Plan.
6. The selected disposal facility (Green County Landfill) is located in Brodhead, WI, approximately 65 miles from the project site. Hauling costs to the landfill are estimated to be \$100 per ton.
7. The selected metal recycling facility (West End Salvage) is located in Lancaster, WI, approximately 18 miles from the project site. Hauling costs to the recycling facility are approximately \$0.36 per ton mile, or \$6.44 per ton.
8. Weights of the turbine tower and nacelle were estimated based off similarly-sized turbine models from the same manufacturer as those models proposed for use in the project.
9. Fiberglass blades will be hauled for recycling at REGEN Fiber's recycling plant located in Fairfax, IA.
10. Subsurface turbine components will be removed to a depth of 4 feet below ground surface. This will include removal of the turbine pedestal.
11. Medium voltage AC collection lines comprise 3-phase aluminum cables plus an aluminum grounding conductor and fiber optic cable. The underground collector system cables are placed in trenches with a minimum of 18 inches of cover. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.

12. Overhead transmission lines comprise a 3-phase aluminum cables plus fiber optic cable. Transmission poles will be made of steel and will range from 65 to 110 feet in height.
13. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as “daily cover” at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.
14. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
15. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as \$222.97 per acre and tilling to an agriculture-ready condition is estimated as \$177.52 per acre.
16. Metal salvage prices (steel, aluminum, copper) are based on August 2024 quotes from www.scrapmonster.com for the Midwest. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.
17. A reduction of 25% has been taken from all pricing obtained from www.scrapmonster.com to reflect the processing by the contractor to meet the specifications.
18. The salvage value for steel uses pricing from the Midwest United States at \$325 per metric ton, or \$294.84 for U.S. ton.
19. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to recycling. The estimate uses the Midwest prices of #2 insulated copper wire with a 85% recovery rate (\$1.67 /pound) and E.C. Aluminum Wire (\$1.15 /pound).
20. Care to prevent damage and breakage of equipment must be exercised, but removal assumes unskilled common labor under supervision.