

USE BY SPECIAL REVIEW APPLICATION FOR WIND ENERGY
CONVERSION SYSTEMS (WECS)

WASHINGTON COUNTY DEPARTMENT OF PLANNING and ZONING
| 150 Ash Ave Akron, CO. 80720
www.washingtoncounty.colorado.gov | 970-345-2701 | FAX 970-345-2702

APPLICATION SUBMITTAL REQUIREMENTS CHECKLIST

- _____ Application form. (See attached)
- _____ Application Fee \$ 3000
- See attached regulations for the following**
- _____ Diagram of Wind Turbine schematics
- _____ Engineering data
- _____ Site Plan
- _____ Required Studies
 - a. Generated property taxes _____
 - b. Generated sales taxes _____
 - c. Other applicable generated taxes _____
 - d. Construction dollars spent locally _____
 - e. Number of construction jobs created and estimated construction payroll _____
 - f. Number of permanent jobs and estimated continuing payroll _____
 - g. Costs associated with the impact on roads and other County infrastructure _____
- _____ Flicker Study
- _____ Environmental Analysis
- _____ Documentation of all USFWS recommendations
- _____ Copy of un-redacted Safety Manual from turbine manufacturer
- _____ Liability Insurance
- _____ Fire Control and prevention and emergency response plan
- _____ Decommissioning
- _____ Bond (3.5 Million)
- _____ Operational, Maintenance and Issue Resolution Plan
- _____ Escrow Account
- _____ Complaint Resolution Procedures
- _____ Road Agreement
- _____ Application Review
- _____ Notice of Hearing
- _____ Publication

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_____ Proof of Certified letter mailings (date _____)

_____ Public Hearings (P&Z date _____) (BOCC date _____)

_____ Road Access Permit **RA** _____

_____ Address Request Application **AD** _____

_____ Building Permit **BP** _____

_____ Building Permit Fees

_____ Transfer or Sale (attach additional sheet) date of transaction _____

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The application will be reviewed in accordance with Washington County Solar Power Production Zoning Regulations

Processing Time: 60 Days

SP# _____

If the application qualifies for administrative approval. If 30% or more surrounding property owners express concern, the Board of County Commissioners may conduct a public hearing before rendering a decision.

TOTAL VALUE OF COMPLETED PROJECT	\$ _____
Impact Fee: Completed Value x 0.50%	\$ _____
Administrative Fee	\$3000
Posting Fee	\$2000
Total	\$ _____

Wind Energy Conversion System or WECS

Clusters of two or more Utility Grid Wind Energy Conversion Systems, placed upon a lot or parcel with the intent to sell or provide electricity to a site or location other than the premises upon which the Wind Energy Conversion Systems are located. Said Wind Energy Conversion Systems may or may not be owned by the owner of the property upon which they are placed.

APPLICANT / AUTHORIZED AGENT (Authorization must be included if there is an Authorized Agent)

Date of Application _____

Name: _____

Company: _____

Phone # _____ Email _____

Street Address: _____

City/State/Zip Code: _____

Property Information (Attach additional sheets if necessary)

Legal description as defined by the quarter/quarter section (Example: property located in SW1/4 of SW1/4 Section 2, Township 5 North Range 54 West)

Township _____ Range _____ Section _____ ¼Section _____

Current Zoning _____

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Approximate location using existing County roads _____

Owner(s) of property(ies)(Attach additional sheets if necessary) _____

Address _____

Phone # _____ Email: _____

I hereby certify that to the best of my knowledge the above information is true and correct.

Signature of Applicant _____ Date _____

Signature of Property Owner _____ Date _____

Attach the following to application: (see attached regulations for requirements of each of the following)

Diagram of Wind Turbine schematics

Engineering data

Site Plan

Required Studies (item 4 subsection I a – g)

Flicker Study

Environmental Analysis

Fire Control and prevention and emergency response plan

Operational, Maintenance and Issue Resolution Plan

Complaint Resolution Procedures

Documentation of all USFWS reports and recommendations

List of property owners and mailing addresses within 1 mile of outer boundaries of proposed site

Decommissioning and Site Restoration Plan

Copy of un-redacted Safety Manual from turbine manufacturer

Completed Building Permit (attached)

BUILDING PERMIT APPLICATION
WIND ENERGY CONVERSION SYSTEMS (WECS)

WASHINGTON COUNTY PLANNING & ZONING

150 Ash Ave Akron, CO. 80720

Ph. (970) 345-2701 Fax (970) 345-2702

<https://washingtoncounty.colorado.gov>

Permit Number

BP _____

Date _____

Applicant Name/Developer _____

Address _____

Phone _____

Land Owner _____ Phone _____

Legal Description:

Off of which county road or highway do you have access to your project? _____

FEES

TOTAL VALUE OF COMPLETED PROJECT \$ _____

Health Care Fund: Completed Value x 0.48 x 1.5% use tax \$ _____

Total \$ _____

Signature _____

(Developer)

Date _____

Approved by: _____

(Commissioner Chairman)

Date _____

WASHINGTON COUNTY, CO
WIND ENERGY CONVERSION SYSTEMS ZONING REGULATIONS

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I. INTENT AND PURPOSE.

These regulations are intended to protect the health, safety and welfare of the residents of the County and to encourage the safe, effective, efficient and orderly development and operation of wind energy resources in the County while preserving and protecting the character and the stability of residential, agricultural, recreational, commercial, industrial and other areas within the County.

II. DEFINITIONS.

Adverse Sound Character: Sound that causes building rattle, is impulsive, tonal, includes amplitude modulation, or has a low-frequency bass rumble.

Aircraft Detection Lighting Systems: A lighting system designed for WCES and other similar facilities that monitors airspace around such facilities and automatically issues signals to activate lighting warning approaching aircraft of the obstructions in a timely manner, and that complies with all applicable laws and regulations, including without limitation FAA requirements.

Ambient: Ambient is defined as the sound level existing or present on all sides over a 96 hour measurement period with daytime/nighttime division.

Anemometer: An instrument for measuring and recording wind speed.

Anemometer Tower: means a structure, including all guy wires and accessory facilities, on which an anemometer is mounted, that is fifty (50) feet in height above the ground or higher, is not located within the boundaries of a municipality, and whose appearance is not otherwise regulated by state or federal law.

ANSI: the American National Standards Institute.

Audible: The varying degrees of sound perception as reported by affidavit, including, but not limited to, just perceptible, audible, clearly audible, and objectionable.

dBA: The A-weighted sound level.

Decibel (dB): The practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure of the measured sound to the sound pressure of a standard sound (20 microPascals); abbreviated "dB."

Emergency work: Any work or action necessary to deliver essential services in an emergency situation, including, but not limited to, repairing water, gas, electricity, telephone and sewer facilities and public transportation, removing fallen trees on public rights-of-way, and abating life-threatening conditions.

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Equivalent Sound Level (or Leq): The sound level measured in decibels with an integrating sound level meter and averaged on an energy basis over a specific duration.

FAA: The Federal Aviation Administration

GIS: Geographic Information System and is comparable to GPS (global positioning system) coordinates.

IEC: The International Electrotechnical Commission

ISO: The International Organization for Standardization

Lease Unit Boundary: The boundary around a property or properties leased or purchased for purposes of operating a wind energy facility, including leased or purchased adjacent parcels to the parcel on which the wind energy facility tower or equipment is located.

Licensed Microwave Search and Worst-Case Fresnel Zone (WCFZ) analysis: An analysis to evaluate the potential effect of the WECS on existing microwave telecom systems.

Occupied Building: A building regularly occupied in whole or in part as a habitation for human beings, or any church, schoolhouse, railroad station, store, or other building where people are accustomed to assemble.

On Site Wind Energy Conversion System (also called Small Scale): A wind energy conversion system less than 80 feet in total height with the blade fully extended (tip height) not to include on site building structures intended to generate electric power from wind solely for the use of the site on which the system is located. Small-scale WECS are primarily intended to provide on-site power, but may contribute surplus energy to the grid.

Pasquill Stability Class: Reference, wikipedia.org "Outline of air pollution dispersion."

Power line: An electric line or any voltage used within an SPPF or WECS.

Quiet Rural or Residential property: Any property where there is an inherent expectation of quiet, including, but not limited to, all residential, single family homes, and retirement homes.

SCADA: Supervisory Control and Data Acquisition (SCADA) is a system of software and hardware elements that allows industrial organizations to control industrial processes locally or at remote locations, monitor, gather, and process real-time data, directly interact with devices such as sensors, valves, pumps, motors, and more through **human-machine interface (HMI)** software.

Sound level meter: An instrument for the measurement of sound levels that meets the ANSI requirements of S1.4-1983 (or later revision) for Type 1 or 2 instruments. For frequency analysis, octave and 1/3 octave filters shall conform to ANSI S1.11-1986 (or later revision).

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Sound Pressure: An average rate at which sound energy is transmitted through a unit area in a specified direction. The pressure of the sound measured at a receiver.

Sound Pressure Level: The sound pressure mapped to a logarithmic scale and reported in decibels (dB).

Strobe Effect: The effect resulting from the flashing of reflected light, which can be visible from some distance, from the surface finish of turbine blades.

Survival Wind Speed: The maximum wind speed, as designated by the WECS manufacturer, at which a WECS in unattended operation (not necessarily producing power) is designed to survive without damage to any structural equipment or loss of the ability to function normally.

Tip Height: The height of the turbine with a blade at the highest vertical point.

Transmission line: A power line carrying or distributing electricity generated by a WECS or SPPF to a point of interconnection on the public electrical grid system. Transmission Line, as defined herein, does not include transmission lines or other facilities built, owned, and operated by public utilities as defined per C.R.S. 40-1-103. capable of carrying at least sixty-nine thousand volts of electricity or a power line distributing the electricity from the generating facilities of a WECS to the public electrical grid.

Utility Scale (also known as Commercial and/or Large-Scale) Wind Energy Conversion System: A wind energy conversion system greater than eighty (80) feet in total height (tip height) intended to generate power from wind primarily to supplement the greater electric utility grid. Utility-scale WECS include accessory uses such as, but not limited to, SCADA towers, anemometers, or electric substations.

WECS Applicant: The person, firm, corporation, company, limited liability corporation or other entity, as well as the Applicant's successors, assigns and/or transferees, which applies for County approval (permit) to construct a WECS and WECS Testing Facility. An Applicant must have the legal authority to represent and bind the Pooled Parcel, or lessee, who will construct, own, and operate the WECS or Testing Facility. The duties and obligations regarding a zoning approval for any approved WECS or Testing Facility shall be with the WECS or Testing Facility owner, and jointly and severally with the owner, operator, and lessee of the WECS or Testing Facility if different than the WECS owner.

Wind Energy Conversion System (WECS): Any combination of the following with the exception of those solely serving local agricultural operations:

- (a) A mill or machine operated by wind acting on oblique vanes or sails that radiate from a horizontal shaft;

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- (b) A surface area such as a blade, rotor, or similar device, either variable or fixed, for utilizing the wind for electrical power;
- (c) A shaft, gearing, belt, or coupling utilized to convert the rotation of the surface area into a form suitable for driving a generator, alternator, or other electricity-producing device;
- (d) The generator, alternator, or another device to convert the mechanical energy of the surface area into electrical energy;
- (e) The tower, pylon, or other structure upon which any, all, or some combination of the above are mounted.
- (f) Any other components not listed above but associated with the normal construction, operation, and maintenance of a wind energy conversion system.

Wind Energy Conversion System (WECS) Testing Facility: A structure and equipment such as a meteorological tower for the collection of wind data and other meteorological data and transmission to a collection source, shall not be deemed to be a communication tower.

Wind Energy Facility: Clusters of two or more Utility Grid Wind Energy Conversion Systems, placed upon a lot or parcel with the intent to sell or provide electricity to a site or location other than the premises upon which the Wind Energy Conversion Systems are located. Said Wind Energy Conversion Systems may or may not be owned by the owner of the property upon which they are placed.

III. ON-SITE WIND ENERGY CONVERSION SYSTEM STANDARDS (ALSO CALLED SMALL SCALE)

Small scale On-Site WECS, including Anemometer Towers, are not subject to the regulations set forth herein. The application for a small scale WECS shall be reviewed in accordance with all applicable requirements in site plan review and special use requirements for Small Scale Electrical Generation Wind Towers a Use by Special Review application.

IV. UTILITY SCALE ENERGY CONVERSION SYSTEM STANDARDS (ALSO CALLED LARGE SCALE)

A. Where Permitted. Utility Scale WECS shall be considered special uses. If the property upon which the WECS borders a municipal boundary, WECS shall adhere to setback requirements established by the adjacent municipality if more strict than the setback requirements established in Section IV(C) (2) *Setbacks*.

B. Required Information

- (1) **Diagram** of wind turbine showing blade length and ground clearance.

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- (2) **Engineering data** concerning construction of the tower base, including:
- i. Construction materials
 - ii. Depth of the base
 - iii. Analysis of impact on water table, nearby wells, and ground water
 - iv. The Applicant shall provide certification with documentation (structural analysis) including calculations that the WECS and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, City, State and Federal structural requirements for loads, including wind and ice loads.
 - v. A copy of a geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for the proposed WECS site.
- (3) **Site Plan.** The Applicant shall submit a site plan in full compliance with these regulations. The Applicant shall also submit a written explanation of the design characteristics and the ability of the structure(s) and attendant facilities to withstand winds, ice and other naturally occurring hazards, as well as information regarding health, welfare and safety in areas including, but not limited to, noise, vibration, shadow flicker, and blade ice deposits. This information shall also address the potential for the WECS to structurally fail or collapse, and what results should be expected in such an event. The application for a WECS shall be reviewed in accordance with all applicable requirements in site plan review and special use requirements of these regulations. In addition to these requirements, site plans and supporting documents for WECS shall include the following additional information, as appropriate:
- i. Documentation that noise emissions, construction code, tower, and safety requirements have been reviewed by the appropriate third-party professional and the submitted site plan is prepared to show compliance with these issues.
 - ii. Proof of the applicant's public liability insurance.
 - iii. A copy of that portion of all the applicant's lease(s) with the land owner(s) granting authority to install the WECS and/or Anemometer Tower; legal description of the property(ies), Lease Unit(s); and the site plan showing the boundaries of the leases as well as the Lease Unit Boundary.
 - iv. An un-redacted safety manual from the turbine manufacturer and a statement from the applicant verifying that the WECS is or will be operated in compliance with all requirements therein.

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- v. The phases, or parts of construction, with a construction schedule.
- vi. The project area boundaries.
- vii. The location, height, and dimensions of all existing and proposed structures and fencing.
- viii. Engineering data concerning construction of the tower base.
- ix. The location, grades, and dimensions of all temporary and permanent on-site and access roads from the nearest County or State maintained road.
- x. A description of the routes to be used by construction and delivery vehicles and of any road improvements that shall be necessary in the County to accommodate construction vehicles, equipment or other deliveries, and an agreement or bond which guarantees the repair of damage to public roads and other areas caused by construction of the WECS.
- xi. All new infrastructure above and below ground related to the project, including transmission line locations.
- xii. A copy of Manufacturers' Material Safety Data Sheet(s) which shall include the type and quantity of all materials used in the operation of all equipment including, but not limited to, all lubricants and coolants.
- xiii. Description of operations, including anticipated regular and unscheduled maintenance.

(4) Required Studies

- i. **Economic Impact Study Required.** The Applicant shall fund and provide an economic impact study for the area affected by the WECS project. Such a study shall include probable financial impact regarding jobs, tax revenue, lease payments and property values at a minimum and average set-backs distances. Business and residential growth potential shall be considered. The study shall include, without limitation, the following:
 - (a) The amount of property taxes to be generated by the project.
 - (b) The amount of sales taxes to be generated by the project.
 - (c) The amount of other applicable taxes to be generated by the project.
 - (d) The construction dollars to be spent locally.
 - (e) The number of construction jobs and estimated construction payroll.

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- (f) The number of permanent jobs and estimated continuing payroll.
 - (g) Costs associated with the impact on roads or other County infrastructure in the project area.
- ii. **Flicker Study.** A shadow flicker study shall be required, and shall be submitted by the applicant with the application. Assumptions regarding the percentage of time that shadow flicker is likely to occur shall be clearly explained and subject to approval of the Planning Commission. The shadow flicker study shall include a map that indicates the extent of shadow flicker, public roads, and all potential shadow flicker receptors.
- iii. **Environmental Analysis.** In the absence of a required environmental analysis by a state or federal agency which encompasses the entire project area, provide a project impact review and a proposed impact mitigation plan. The project impact review and mitigation plan shall address all of the following:
 - (a) Wildlife and wildlife habitat on the site and in a biologically significant area surrounding the site.
 - (b) Any endangered or threatened species on the site and in a biologically significant area surrounding the site.
 - (c) Avian population, including migratory birds.
 - (d) Flora on the site.
 - (e) Soil erosion and drainage, to be coordinated with the local soil conservation district.
 - (f) Water quality and water supply in the area.
 - (g) Historic, cultural or archaeological resources within wind farm project area.
 - (h) Dust from project activities, and dust mitigation.
 - (i) A wind development application shall adhere to and comply with all guidelines and best practice recommendations made by the United States Fish and Wildlife Service (USFWS) regarding the siting, design, and operation of a wind energy conversion system to protect the natural resources of watersheds, wetlands and wildlife. The application shall include documentation of all studies, consultation, and recommendations made by or with the USFWS regarding the placement of wind turbine generators and operation of the wind energy conversion system.

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(j) The compatibility of the tower structure with the rotors and other components of the conversion systems shall be certified by a certified, registered engineer and by the authorized factory representative. In addition, the lowest point of the blade shall be a minimum of one hundred (100) feet above the ground.

C. Regulations

(1) **Height.** Utility-scale WECS shall have a maximum height of 500 feet or less; except where state and federal regulations may require a lesser height unless approved by the Planning and Zoning Commission and with the consent of the owners of neighboring properties located within 1/2 mile of the WECS, the height limits set forth herein may be exceeded provided it is permitted by state and federal regulations. Height is measured from the average grade at the base of the tower to the highest point of WECS when a blade is in its vertical orientation.

(2) **Setbacks:** The following setbacks, measured from the center of the tower shall be observed.

(a) No wind turbine generator shall be located such that the distance between the center of the base of the tower and any outside boundary line of the area comprising the special land use is less than 1.5 times the height of the wind turbine generator.

(b) No wind turbine generator shall be located such that the distance between the nearest point of the blade (while in rotation) and the nearest boundary line of any individual land parcel comprising the pooled parcel is less than 150% of the height of the wind turbine generator, as measured from the ground at the center of the base of the tower to the highest reach of the blade; provided, however, that the Planning Commission may approve a lesser setback distance after considering the technical needs of the applicant, the feasibility of alternate locations, the nature and proximity of nearby buildings, structures, and public roads, for the potential for adverse impacts that noise, shadow flicker, and other features may have on adjacent land uses.

(c) No wind turbine generator shall be located such that the distance between the center of the base of the tower and the nearest point of any existing building designed or used for human occupancy or assembly (including but not limited to a dwelling, school, foster care facility, church and the like) is less than one mile.

(3) **Lot Size.** The size of the lot(s) to be used for a utility-scale WECS shall be sufficient to comply with all setback requirements in Section IV(C)(2) *Setbacks*.

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(4) **Minimum Ground Clearance.** The minimum vertical blade tip clearance shall be a minimum of fifty (50) feet of clearance over and above any structure and a minimum of 100 feet of clearance above the ground.

(5) **Local County Airport.** All WECS shall fully comply with the local municipal ordinances regarding the Colorado Plains Regional Airport requirements and all FAA regulations.

(6) **Lighting.** WECS shall be designed to minimize the amount of nighttime light pollution while adequately warning aircraft of hazards from the WECS. WECS lighting shall be illuminated to Federal Aviation Administration (FAA) minimal standards using only red rather than white lights, if possible. Lighting shall be shielded from ground view to FAA maximum standards. All WECS shall employ the best available lighting technology to warn aircraft while minimizing light pollution, including without limitation the best available Aircraft Detection Lighting Systems.

(7) **Noise Standards.** The noise level generated by a WECS shall not exceed 45 A-weighted decibels ("dBA") for more than six minutes out of any one-hour time period, or exceed 50 dBA for any time period, as measured at the property line of any property neighboring the property upon which the WECS is located. If the ambient sound pressure level exceeds 45 dB(A), the standards set forth in the preceding sentence shall be the ambient sound pressure level plus 5 dB(A).

D. Construction Codes, Towers, & Interconnection Standards. Utility-scale WECS including towers shall comply with all applicable state construction and electrical codes and local building permit requirements. Utility-scale WECS including towers shall comply with Federal Aviation Administration requirements, and other applicable local and state regulations. An interconnected utility-scale WECS shall comply with Colorado Public Service Commission (PUC) and Federal Energy Regulatory Commission (FERC) standards. Off-grid systems are exempt from PUC and FERC requirements. Utility-scale WECS shall comply with the following construction requirements:

1. Tubular towers are required for WECS.
2. The base of the wind turbine must be constructed in such a manner that upon removal of said tower, the soil will be restored to its original condition unless agreed to by landowners. Upon decommissioning of the WECS structure, all of the WECS structure and supporting systems, above and below ground, shall be removed and the land returned to the original state unless written approval of the landowner and the Planning Commission are obtained at the time of removal.
3. "Up wind turbines" are required.

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4. Constant velocity turbines are preferred. Variable speed turbines must submit additional data concerning noise when their revolutions per minute exceed 25 rpms.
5. The electrical wires used to connect the turbine tower to its step-up transformer shall be installed at a depth of 48 inches or more below ground.
6. The certified registered engineer and authorized factory representative shall certify that the construction and installation of the conversion system meets or exceeds the manufacturer's construction and installation standards.

E. Safety. The utility-scale WECS shall meet the following safety requirements:

1. The utility-scale WECS shall be designed to prevent unauthorized access to electrical and mechanical components and shall have access doors that are kept securely locked at all times when service personnel are not present.
2. All energy collection system wiring shall comply with all applicable safety and stray voltage standards.
3. A copy of the un-redacted Safety Manual from the turbine manufacturer shall be submitted to the County and the turbine must comply with all requirements therein.
4. All towers or poles must be unclimbable.

F. Fluid Containment. Each utility-scale WECS shall include both an internal and external fluid containment barrier located either within the nacelle, or at the base of the nacelle in the event of a spill or leak.

G. Inspection. The County shall have the right upon issuing any WECS or wind energy facility special use permit to inspect the premises on which each WECS is located at any reasonable time. The County may hire a consultant to assist with any such inspections at a reasonable cost to be charged to the operator of the WECS.

H. Signage: Each WECS and Testing Facility shall have one sign per turbine, or tower, located at the roadside and one sign attached to base of each WECS, easily visible throughout four seasons. Signs shall be two square feet in area and be placed at the road right of way. Signs shall be the same and shall uniquely identify each WECS. Additional signage on and around the tower is recommended. The sign shall contain at least the following:

1. Warning high voltage.
2. The sign shall have at a minimum six (6) inch letters with 3/4-inch stroke.
3. This sign shall include a 24-hour emergency phone number.

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4. Landowner's name, WECS owner's name, and operator's name.
5. Emergency telephone numbers and web address. (List more than one number.)
6. If WECS uses fencing, place signs on the perimeter fence at fence entrance door.
7. Unique identification such as address of WECS. If there is more than one WECS on an access drive, units shall have further identification such that first responders can positively identify the WECS.

I. Coating and Color: A WECS shall be painted a non-obtrusive (light environmental color such as gray or soft white) color that is non-reflective based on FAA regulations. The wind turbine base and blades shall be of a color consistent with all other turbines in the area and turbine components. No striping of color or advertisement shall be visible on the blades or tower. FAA standards apply. All exterior turbine components shall meet a gloss rating less than or equal to 20 gloss units at a viewing angle of 60 degrees throughout the special land use or shall be recoated at the owner's expense within 180 days of a determination of non-compliance.

J. Communication Interference: Each WECS shall be designed, constructed and operated so as not to cause radio and television or other communication interference. In the event that verified interference is experienced and confirmed by a licensed engineer, the Applicant must produce confirmation that said interference had been resolved within sixty (60) days of receipt of the complaint. Any such complaints shall follow the process stated in Section IV(U) *Complaint Resolution*.

K. Braking: Each WECS shall be equipped with both a manual and automatic braking device capable of stopping the WECS operation in high winds within 80% of design limits of the braking system with or without SCADA control. Braking system shall be effective during complete GRID power failure where WECS are unable to communicate with SCADA control or receive power.

L. Applicant Compliance: The WECS and related equipment shall comply with any and all State, Federal, County and other government requirements, and obtain all necessary permits prior to construction of any WECS.

M. Liability Insurance: Liability Insurance: The current WECS owner and operator shall insure for liability for the WECS in an amount of \$2,000,000 per tower assembly or an amount sufficient to cover the cost, without interruption until removed and to protect the current WECS owner and operator. In the event a public service such as police, fire, or rescue is required due to the operation, maintenance, or failure of a wind turbine, any cost incurred as a result of said event shall be the sole responsibility of the applicant and/or owner of the utility-scale WECS.

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N. Decommissioning: To ensure proper removal of each WECS structure when it is abandoned or non-operational, application for a special land use permit shall include proof that the financial security will be in effect before construction operations commence. The security shall be in the form of a surety bond, letter of credit, or cash, in a form acceptable to the County. The amount of each WECS security guarantee, shall be the average of at least two independent demolition/removal quotes obtained by the Planning Commission and approved by the Board of County Commissioners. Quotes shall be based on individual WECS removal and shall not group multiple WECS simultaneous removals together. Quotes shall be ordered and obtained by the County from established demolitions companies. Quotes shall not include salvage values. If the quantity of quotes obtained is two (2), the formula should be (quote 1 + quote 2) divided by two (2). The security guarantee shall be equal to no less than 100% of the estimated cost of decommissioning the entire WECS. The security amount shall be updated every two (2) years at the rate of 1.5 times CPI (consumer price index) for each year. Such financial guarantee shall be deposited with the County Treasurer after the WECS has been approved but before construction operations begin on the WECS project. Failure to keep such financial security in full force and effect at all times while the structure exists shall constitute a material violation of a special use approval and these regulations, and shall subject the Applicant to all available remedies to the County, including enforcement action, fines, revocation of the special use approval and WECS removal. The Applicant shall be responsible for the payment of all attorney fees and other costs incurred by the County in the event that the structure is not voluntarily removed and the County has to enforce removal. The Applicant/Owner and Operator shall execute any and all documents (as provided or approved by the County), sufficient to provide the County with a perfected security interest in monies deposited with the County for the purpose of decommissioning any wind energy conversion system.

O. Transfer or Sale. In the event of a transfer or sale of the WECS, the County shall be notified. Change in ownership alone shall be considered a minor amendment to the special land use and may be approved administratively by the Board of County Commissioners without a public hearing.

(a) In the event of an ownership change the current owner shall present at a meeting of the Board of County Commissioners a report and information regarding the following:

1. The current condition of the WECS Tower
2. Description and introduction of the new owner
3. Any changes to ongoing maintenance of the WECS

(b) Any proposed changes to the operating procedure or approved site plan shall be amended and resubmitted for County review according to the procedures for all WECS as outlined herein. All towers shall be brought up to current code to the extent possible.

(c) Upon transfer or sale, the cash bond shall be maintained at all times, the estimated costs of decommissioning shall be resubmitted, and the security bond adjusted to account

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for the new estimate. A performance bond or letter of credit, in an amount determined by the Planning Commission to be sufficient to cover the entire cost of removal, shall be submitted by the applicant prior to the issuance of the special land use permit. To assist the Planning Commission in determining the amount of the performance bond or letter of credit, the applicant may submit information regarding the estimated cost to remove a wind energy conversion system. The Planning Commission may request to have an independent third party review the costs of decommissioning at the cost of the WECS owner/ operator.

P. Safety Manual: The Applicant must provide an un-redacted copy of the manufacturer's safety manual for each model of turbine without distribution restraints to be kept at the County Hall and other locations deemed necessary by Planning Commission or local first responders. The Manual should include standard details for an industrial site such as materials, chemicals, fire, access, safe distances during WECS failure, processes in emergencies, etc. Provide safety training through the EMS for all Emergency personnel listed above.

Q. Operational, Maintenance, and Issue Resolution: Each WECS and Testing Facility must be kept and maintained in good repair and condition at all times. If a WECS is not maintained in operational and reasonable condition or poses a potential safety hazard, the Applicant shall take expeditious action to correct the situation, including WECS removal. The Applicant shall keep a maintenance log on each WECS and must provide complete log to the County within thirty (30) days of request. To assure compliance with this requirement, an annual audit of maintenance records, conducted by a qualified third-party maintenance expert acceptable to the County, and at the expense of the owner/operator of the turbine, may be requested with a copy of this report provided as specified by the County.

(a) WECS must be maintained and kept in operational working order or shall be removed by the owner of the wind energy conversion system. Any wind energy conversion system, or part of a wind energy conversion system such as a wind turbine generator, that has not produced electrical energy for 12 consecutive months shall be deemed to be abandoned; provided, however, that the owner or operator of the wind turbine may apply to the Planning Commission, not less than 60 days prior to the expiration of said 12-month period, for one additional extension of up to six months upon establishing, to the satisfaction of the Planning Commission, that the lack of production was caused by reasons beyond the control of the owner or operator. Any further extension will be up to the discretion of the Planning Commission. In determining whether such abandonment has occurred, the Planning Commission or County Zoning Administrator may request, and the operator, system owner, or property owner shall provide written documentation accurately indicating the amount of electrical energy produced by the wind energy conversion system during said 12-month period. It shall be the obligation of the wind energy conversion system owner to remove the abandoned wind energy conversion system.

(b) An escrow account shall be set up when the applicant applies for a Special Use Permit for a WECS and WECS Testing Facilities to cover permitting costs. The monetary amount filed by the Applicant with the County shall be in an amount estimated by the Board of County Commissioners to cover all reasonable costs and expenses associated with

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the special use zoning review and approval process, which costs can include, but are not limited to, fees of the County Attorney, County Planner, and County Engineer, as well as any reports or studies which the County anticipates it may have done related to the zoning review process for the particular application. Such escrow amount shall include regularly established fees. At any point during the zoning review process, the County may require that the Applicant place additional monies into the County escrow should the existing escrow amount filed by the Applicant prove insufficient. If the escrow account needs replenishing and the Applicant refuses to do so within fourteen (14) days after receiving notice, the zoning review and approval process shall cease until and unless the Applicant makes the required escrow deposit. Any escrow amounts which are in excess of actual costs shall be returned to the Applicant within ninety (90) days of permitting process completion. An itemized billing of all expenses shall be provided to the Applicant. The County shall hire qualified professionals for each and any of the technical fields associated with the Special Use Permit, such as, but not limited to, electrical, acoustics, environment, economics, wildlife, health, and land-use at the expense of the WECS owner/ operator.

(c) The WECS owner or operator shall provide the Planning and Zoning Administrator with a copy of the monthly maintenance inspections for WECS located on absentee landowner parcels if needed.

(d) Applicant must provide County with current copy of the un-redacted manufacturer's user manuals including safety manuals with permit application.

(e) Mechanical Failure - If there is a mechanical failure resulting in, but not limited to, an abnormal sound emission, release of a pollutant, or a public safety hazard including blade throw, ice throw, fire or injury to any person or property, the Zoning Administrator shall be notified of the event the next day of business following the event. The applicant shall provide the County at the time of application an operational procedure for this event, a mitigation strategy, and appropriate emergency contact information. A written report describing the failure and the owner's response to the failure shall be submitted to the Zoning Administrator within 10 business days of the event. Sound emitted from a wind turbine generator that is the result of a mechanical failure or lack of maintenance may not be subject to the complaint resolution procedure outlined in Section IV(R) *Complaint Resolution*. The emergency contact information and a turbine reference number shall be placed in an appropriate location near the site of the turbine, such as the gate for the access road, so it can be viewed without trespassing on private property.

R. Complaint Resolution. The purpose of this section is to provide the public with a mechanism to file a complaint with the wind energy conversion system owner and the Zoning Administrator and receive a timely response from the wind energy conversion system owner regarding alleged wind energy conversion system regulation violations. The applicant shall submit procedures which it intends to implement for receiving, acting upon, and resolving complaints or allegations that the wind energy conversion system is not in compliance with these regulations.

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(a) Complaint resolution procedures must be presented at the time of application and must meet the approval of the Planning Commission prior to approval of a special land use. Those procedures, at a minimum, shall:

1. Enable all property owners within the project boundary and owners of record of all adjacent property within a two-mile radius of a wind turbine generator, to submit complaints to the Planning and Zoning Board regarding non-compliance with these regulations. The Planning and Zoning Board will then contact the system owner for remedial action.
2. Provide current contact information at which the operator can be contacted for purposes of submitting complaints or allegations of non-compliance.
3. Require that all such complaints or allegations be submitted in writing.
4. As a condition of the system owner acting on the complaint, require that a complainant allow the wind energy conversion system owner or designated staff, or other authorized personnel such as an engineer or acoustic professional, on the property of the complainant for further investigation and testing.
5. Set forth information that must be included in the complaint or allegation.
6. Require that a complaint is acknowledged in writing by the wind turbine owner to both the complainant and the Zoning Administrator within five (5) business days of receipt of said complaint.
7. Set forth the number of days, not to exceed thirty (30), in which the operator shall investigate and resolve any and all complaints or allegations, either by way of correction or formal denial of non-compliance.
8. Require the operator to advise the Zoning Administrator in writing of the resolution of any complaint or allegation of non-compliance within thirty (30) days of its receipt of the same.

(b) Any complaint not resolved within thirty (30) days shall result in a performance review by the Planning Commission as described in Section X. *Performance Review*. Resolution or mitigation of a complaint that involves construction, landscaping, testing or other significant alteration/operational condition that is dependent on seasonal or other conditions may exceed thirty (30) days if approved by the Planning Commission.

(c) Complaints not resolved within (30) days shall constitute violations of these Regulations and the Planning Commission may request the Board of County Commissioners to bring a legal action for violation of these Regulations.

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(d) It shall be a violation of these regulations to modify the approved complaint resolution procedures without the prior approval of the Board of County Commissioners.

S. Non-Compliance with Standards: The Board of County Commissioners reserves the right to require WECS Applicant to suspend operating any WECS unit that does not meet the requirements of these regulations until such WECS unit meets these requirements or is removed.

T. Signal Interference. Through the appropriate placement of wind turbine generators, the applicant shall design to eliminate any interference such as, but not limited to, internet (Wi-Fi or satellite), AM or FM radio, cell telephones (including cellular and landline), 911, satellite television, microwave, navigational, emergency systems, and digital television. Post-construction signal interference caused by the wind energy conversion system shall be mitigated by the wind energy conversion system owner at their expense.

(a) An application shall include a Licensed Microwave Search and Worst-Case Fresnel Zone (WCFZ) analysis.

(b) The application shall include an interference mitigation plan. The plan shall describe mitigation measures and procedures to eliminate interference from the wind energy conversion system. The plan shall address various forms of interference and corresponding mitigation measures employed before and after construction of the wind energy conversion system. The plan must include relevant maps and modeling showing all known television, internet, emergency services, radio broadcast, or other signal paths along with proposed wind turbine locations.

U. Performance Review. The Planning Commission may require a performance review of the special land use on a five year basis, with the ability to extend or shorten the interval as determined by the Planning Commission. The five year time period commences after the first turbine of the wind energy conversion system becomes operational. The Planning Commission shall provide the performance review and the County shall perform, where reasonably practicable, investigation regarding a complaint or other matter requiring a performance review. In its sole discretion, the County may require the assistance of an independent third party due to the specialized nature of the complaint, conflicting evidence, or other condition. The reasonable cost of an independent third-party consultant shall be at the expense of the WECS owner. Failure to maintain compliance with these regulations shall result in enforcement action which may include the termination of the special land use, or portions of the special land use. The County will retain jurisdiction to modify, suspend or revoke all WECS licenses, should any violations occur.

(a) To administer the provisions relating to the WECS, the County may hire consultants and experts as are reasonably necessary in the sole discretion of the County. The applicant shall pay the County in advance for the costs of such consultants and experts. The County may charge an annual fee to be determined by the Board of County Commissioners and assess additional fees in order to execute its responsibilities related to a project. Any fees charged must be reasonable in light of efforts required.

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- (b) The purpose of the performance review is to evaluate the status of:
1. Compliance with Special Land Use. Compliance with the conditions set forth by the special land use, such as specific mitigation measures or operation procedures.
 2. Avian or Bat Mortality. A significant avian or bat mortality event that exceeds projected impacts described in the Wildlife Study as required in these regulations.
 3. Unresolved and/or repeated complaints. A complaint taking longer than thirty (30) days to resolve may require a performance review unless otherwise specified in these regulations. If after the performance review and further investigation, the Planning Commission verifies that alleged violations are the result of the operation or condition of the wind energy conversion system, the owner/operator shall eliminate the non-compliance by mitigation or other measures which may include temporary operational changes. The Planning Commission shall establish the effective date of the mitigation measure based on the nature of the mitigation.
 4. As a condition of the Planning Commission conducting a performance review, the complainant shall be required to allow County staff, the wind energy conversion system owner or designated staff, or other authorized personnel such as an engineer or acoustic professional, on the property of the complainant for further investigation and testing.
 5. Actions taken by the Planning Commission to terminate or modify the Special Land Use, portions of the Special Land Use, or the conditions of the Special Land Use shall require a public hearing and notification to the wind energy conversion system owner pursuant to the conditions of the original permit.
 6. Estimated cost/ benefit analysis describing the impact of the project on the local and state economy with respect to the following:
 - (a) The amount of property taxes to be generated by the project.
 - (b) The amount of sales taxes to be generated by the project.
 - (c) The amount of other applicable taxes to be generated by the project.
 - (d) The construction dollars to be spent locally.
 - (e) The number of construction jobs and estimated construction payroll.
 - (f) The number of permanent jobs and estimated continuing payroll.

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- (g) Costs associated with the impact on roads or other County infrastructure in the project area.

V. APPLICATION PROCESSING

Applications for a large scale WECS or other facility governed by these regulations shall be processed as follows:

1. **Application to County.** All Use by Special Review applications shall be submitted to the County Planning Department, which shall review the application for completeness. The application shall not be scheduled for review by the Planning Commission or the Board of County Commissioners until it is complete.
2. **Fee.** Applicant shall pay the application fee as set by the Board of County Commissioners per structure.
3. **Notice.** Upon receipt of a complete application notice shall be provided as follows:

(a) Required Information. All notices shall contain, at a minimum, the following information:

- (i) The name of the applicant;
- (ii) A brief description of the application;
- (iii) A vicinity map showing the subject properties;
- (iv) The date, time and location of the hearing and name of the decision-making body conducting the hearing; and
- (v) Indication that more complete information about the application is available at the Planning Department and provide the telephone number, address, and an email contact for the Planning Department.
- (vi) Use by Special Review application.

(b) Publication - General Circulation Newspaper. At least ten (10) calendar days prior to a public hearing, a notice shall be published by the Planning Department at least one time in the legal notice section of a general circulation newspaper within the County. A publisher's affidavit shall be submitted to the Planning Department prior to the hearing date to verify the publication of the required notice.

(c) Written Notice. At least ten (10) calendar days prior to a public hearing, a written notice shall be sent by mail with proof of mailing by the applicant to all property owners within one thousand (1,000) feet of the external boundaries of the subject site, excluding adjacent rights-

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of-way. The proof of mailing receipts for each letter, a list of property owners notified, and a map illustrating the location of those properties within the required notice area shall be submitted to the Planning Department prior to the hearing date.

2. Public Hearings.

(a) General. No public hearing shall commence, nor testimony taken, until all notice procedures are met. At a hearing to consider an application the reviewing body shall review the data supplied by the applicant, review the findings and recommendations of the Planning staff, and take testimony from all interested persons in attendance. The applicant shall offer competent evidence in support of the application sufficient to enable the reviewing body to consider the matter and make findings on the subject. The applicant has the burden of presenting all necessary and relevant information and evidence in support of the application.

(b) Planning Commission. The Planning Commission shall hold a public hearing on the application after proper notice. After reviewing the Planning staff report, if any, and receiving testimony and evidence, the Planning Commission shall provide a recommendation to the Board of County Commissioners at the conclusion of the public hearing. Its recommendation shall set forth the findings of fact together with conditions of approval considered necessary to mitigate impacts and protect the public health, safety, and welfare.

(c) Board of County Commissioners. The Board of County Commissioners shall hold a public hearing on the application after proper notice. After reviewing the Planning staff report and the Planning Commission's recommendation and receiving testimony and evidence, the Board of County Commissioners shall render its decision at the conclusion of the public hearing. The decision shall set forth the findings of fact together with conditions of approval considered necessary to mitigate impacts and protect the public health, safety, and welfare.

**ROAD ACCESS PERMIT
WASHINGTON COUNTY ROADS
150 ASH AVE • AKRON COLORADO • 80720
Phone: 970.345.2701 ext 2 Fax: 970.345.2702
Email planning@co.washington.co.us
www.colorado.gov/washingtoncounty**

Permit Number

RA _____

WASHINGTON COUNTY STATE OF COLORADO

Date _____

Name of Applicant _____
(Name of owner if not applicant)

Address _____
City, _____ St, _____ Zip _____

Telephone number (s) _____
Phone(1) _____ Phone(2) _____ Fax _____

Email _____

Is the applicant the property owner _____ or a contractor _____ Other _____

Legal description as defined by the quarter/quarter section (Example: property located in SW1/4 of SW1/4 Section 2, Township 5 North Range 54 West)

Township _____ Range _____ Section _____ 1/4 - 1/4 Section _____

Nearest intersection and distance from _____

Reason for Application to access County Road: _____

Drawing or Plans illustrating access (attach to application).

Are there currently any dwellings and/or structures upon the property for which this access permit application is being made? _____ yes _____ no

Signature _____ Date _____
Property owner

REVIEW BY ROAD SUPERVISOR PRIOR TO CONSIDERATION BY THE BOARD (If more space is needed provide on the reverse side of this application)

1. Necessary improvements to be installed such as culverts, attach list:
2. Can access meet existing grade on County Road? _____ yes _____ no
3. Any special conditions which will be required attach list or indicate none:

Road Supervisor Approval: _____ **Date** _____

Approved By: _____ **Date** _____
Commissioner Chairman

**THIS PERMIT ALLOWS ACCESS TO THE AFOREMENTIONED COUNTY ROAD
SUBJECT TO APPLICANT MEETING THE CONDITIONS, IF ANY, OF THE ROAD
SUPERVISOR AS SET FORTH WITHIN THIS PERMIT.**

Fees: \$30.00 for residential / agricultural purposes for graveled access roads

**Additional fees may be imposed for Use by Special Review applications for
commercial, industrial uses**

REQUEST FOR ADDRESS APPLICATION
WASHINGTON COUNTY
150 Ash Ave Akron, CO 80720
Phone (970) 345-2701 ext 2 Fax(970) 345-2702
Email planning@co.washington.co.us
www.colorado.gov/washingtoncounty

WASHINGTON COUNTY

STATE OF COLORADO

Permit Number

AD _____

Date _____

Name of Applicant _____
(Name of owner if not applicant)

Address _____
Include Current Mailing Address City, St, Zip

Telephone number (s) _____
Phone(1) Phone(2) Email

Label diagram with road numbers

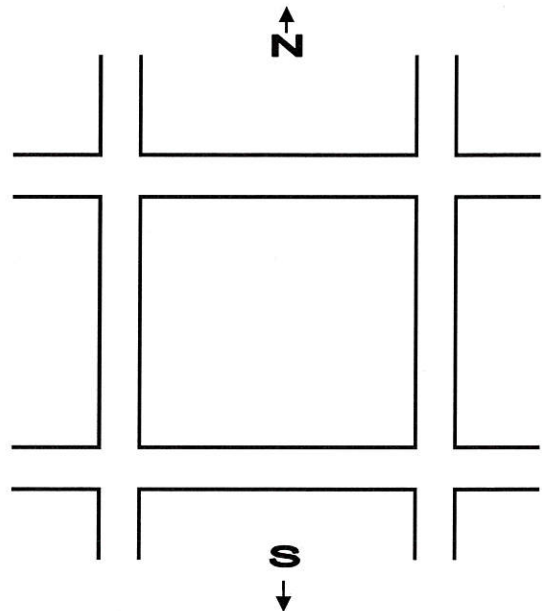
Legal description of property as defined by
the quarter/quarter section (Example:
property located in SW ¼ of SE ¼ of Sec 2,
T5N, R54W)

¼-¼ Section _____

Section: _____

Township: _____

Range: _____



Description of Measurements - on the drawing above show the following information:
Measure the number of feet from nearest intersection to location of access road. Label county road
names, (letters and/or numbers) Show the side of the road on which the structure is located. **
Draw approximate location of access road on the county road above. **

Landowner of Record _____

Mailing Address City St Zip

Signature: _____
Applicant Date

OFFICE USE ONLY

Assigned Address Number: _____

Assigned by Washington County: _____
Date

Map Number (county use) _____

ROAD CUT /RIGHT OF WAY PERMIT

150 Ash Ave Akron, CO 80720
970.345.2701 ext 2 Fax: 970.345.2702
Email planning@co.washington.co.us
<http://co.washington.co.us>

Permit Number

RW _____

WASHINGTON COUNTY

STATE OF COLORADO

Date of Application _____

Name of applicant _____

Address _____
City, St, Zip

Telephone Number _____ Fax _____

Email _____

Property Location:

Township _____ Range _____ Section _____ 1/4Section _____

Nearest intersection and distance from _____

Installation type (cable, gas, water, etc.) _____

Owner of facilities to be installed _____

Address _____
City, St, Zip

Telephone Number _____ Fax _____

Contractor for installation _____

(if different from owner of facilities)

Additional requirements for utilization of county right of way:

- a) All underground utilities cable, pipe, conduit, etc. installation shall be as determined on a case by case basis as either within the traveled portion of the right of way or adjacent to the roadway. In the case of placement adjacent to the traveled portion of the road, placement shall be a minimum of 5 feet from the base of the shoulder adjacent to the traveled portion of the roadway.
- b) In order to determine proper placement, applicant shall supply construction plans to the Board of County Commissioners and the District Road Supervisor with this permit application. **The Board pursuant to C.R.S. 38-5.5-107(1) (b) has retained an engineering firm to review the construction plans for installations.** Any project plans may be submitted to the County's engineering firm within 5 days from the receipt of application. The District Road Supervisor must sign off on all applications prior to submitting the application to the Board of County Commissioners for final approval.
- c) If required, it shall be the responsibility of the County's engineering firm and the appropriate road supervisor to review the proposed construction plans with the engineer for the company and return within 30 days of receipt a detailed report and proposal which the County will utilize in approving the permit. This report shall include an engineered scale final construction plan which the company must follow so as to alleviate right of way disturbances and record exact cable location for future reference. The report may also include a soils analysis to determine whether or not the cable, etc. should be placed within the traveled roadway surface and / or adjacent to the traveled surface. The costs associated with the County's engineering firm report shall be borne by the Construction Company or applicant as they are directly related to the granting of any permit.

- d) Upon receipt of the engineers report as agreed upon by the applicant's engineer and the County's engineer in conjunction with the appropriate Road Supervisor the applicant will then be advised as to any additional conditions the Board may impose in approving the permit.
- e) A pre-construction meeting may be required prior to the Board reviewing the application. The District Road Supervisor, the Construction Company representative and /or engineer and the county engineer (if requested by the county) will meet to determine the final details of the project prior to presentation to the Board (See attached "Pre-construction Meeting".) The Board will take final action of approval within 21 business days after the pre-construction meeting.
- f) In administering the permit during the course of construction, for every 10 miles, or increment thereof, the County reserves the right to inspect the installation with the County Engineer and/or the appropriate Road Supervisor to confirm that the final construction plans are being adhered to and that the permit as approved is being constructed according to the permit and engineering standards. The costs associated with the County's engineer being on site for these inspections shall be borne by the applicant as they are directly related to the administration and / or granting of any permit.
- g) In addition, applicant shall notify the County at least **one week** prior to actual commencement of construction so as to allow scheduling of the on site representative of the County.
- h) All the aforementioned installations shall be buried at least **48 inches** from the surface of the roadway or top soil, if adjacent to the roadway. Manholes, hand holds, cabinets, junction boxes and / or other access ports are not allowed in roadway and must be placed a minimum of 5 feet from the base of the shoulder adjacent to the traveled portion of the roadway. . No obstruction, pedestals, or other access facilities shall be allowed within the flow line of Washington County culverts.
- i) All utilities installed shall be subject to relocation in the event that the traveled portion of the highway is widened, relocated, or the roadway elevation is changed. In that event, applicant agrees to bear the costs of any such relocation due to the aforementioned factors. This permit is revocable and does not assure applicant the continued use of county rights of way in perpetuity. The applicant shall also be responsible for the relocation of any existing utilities currently located within the affected right of way.
- j) Applicant understands and agrees to bore under any and all culverts, and / or other County facilities and all such facilities damaged by applicant shall be replaced to current County standards.
- k) In the event that a county road is cut /trenched, applicant agrees to restore the roadway surface by compaction or other means to the condition of the roadway prior to the cut. To assure the roadway is restored properly, applicant may be asked to provide either an irrevocable Letter of Credit in the amount to be determined based on current restoration costs per linear mile, or fraction thereof, or an escrow amount acceptable to the Board of County Commissioners payable to the County of Washington upon approval of the permit. The Letter of Credit shall issue in favor of Washington County for a period of 12 months past the projected date of project completion as may be approved by the BOCC. Escrow amounts will also be held for a period of 12 months past the projected date of project completion. The appropriate County Road Supervisor shall periodically inspect the restoration and if said roadway cuts have been restored to current county standards, and there has been no degradation within or upon the roadway, the Board shall adopt a resolution releasing the Letter of Credit or escrowed funds. In the event that the County Road Supervisor does not approve any restoration, the applicant will be notified of any deficiencies and given a 10 day period from notification to correct said deficiency. If the roadway has not been restored within the 10 day period, the County will restore the roadway, and seek remuneration of costs incurred from the Letter

of Credit or escrowed funds. Applicant understands that county rights of way are available to all public utilities and private telecommunication providers and that Washington County will not be responsible for contractor installation errors which result in cut cables etc. or subsequent disruptions of service.

- l) (g.) If placed within the public right of way, all installation of electrical transmission or distribution lines within Washington County shall be placed underground as close to the outside edge of the public right of way as is practical.
- m) Applicant understands that county rights of way are available to all public utilities, and private telecommunication providers and that Washington County will not be responsible for contractor installation errors which result in cut cables etc. or subsequent disruptions of service.
- n) In relation to trenching within the traveled portion of the roadway, no trench shall be left open overnight. During construction, warning signs, barricades and lights, all in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), shall be used in areas where trenching operations are taking place. No roads shall be completely closed to traffic unless approved by the Board of County Commissioners. In the event the Board completely closes a road to traffic, applicant agrees to notify the appropriate school districts, fire districts and / or other emergency service providers.
- o) Any person, corporation, governmental entity, quasi-governmental agency, special district, mutual company, or utility corporation, including cable television, who without first having obtained a permit and / or who having made a cut in a public right of way which has settled, has failed, or otherwise has not been repaired to County standards, shall be issued a "Stop Work Order" by the Board of County Commissioners. Upon said issuance, said party shall discontinue any or all future work within the public rights of way in Washington County until such time as the affected rights of way have been restored to County standards and said party has paid the costs of restoration thereof. No further permits shall be issued by the County until the affected roadways have been restored. Washington County may undertake such repairs as are necessary to ensure the safety of the public and bill the responsible party. Under these circumstances, the minimum charge shall be \$300.00, for administrative and legal costs plus costs for labor, materials and usage of County equipment.

Signature of Facilities Owner _____ Date _____

Title _____

Signature of Contractor (if applicable) _____ Date _____

We hereby certify that we have read the above conditions relating to the issuance of this application for right of way, road cut and crossing permit and agree to be bound by same. Both the owner of the facilities and the contractor must sign this application and are deemed by the County to be responsible for meeting the conditions hereunder.

Permit Fees:

1. If the road crossing surface is cut either perpendicular or parallel to the traveled portion of the road, \$300.00 for administrative review and road reconstruction by County after installation by contractor is complete.

2. If the road crossing is bored either perpendicular or parallel to the traveled portion of the road and encased, \$100.00 for administrative review and road reconstruction by County after installation by contractor is complete.

3. In addition there is a per lineal foot charge for administrative review and reconstruction of the road / ditches after installation by contractor is complete.

<u>Ditch Width</u>	<u>Cost per foot</u>
½" to 8"	\$0.14
8+"to 16"	\$0.20
16+" to 24"	\$0.35
24+" to 42"	\$0.60
42+"	\$0.72

Each crossing of any county road shall constitute a separate application and permit fee in addition to the linear footage charge.

In the event that a transmission/pipeline is placed solely within county right of way, permit fees will be required in addition to the linear foot charges for the entire length that said transmission/pipeline is constructed within county right of way. Separate permit and linear foot charges will be required from each beginning and ending point along county right of ways in the event that said transmission/pipeline traverses private property in intervals between the County's right of way.

4. Agricultural Uses Permit Fees:

\$25.00 for non-utility cuts, i.e. agricultural landowners who are required to cut county rights of way to provide utility services for agricultural production upon their own property.

Agricultural non-utility cuts are not subject to pre-construction meetings but must be approved by the appropriate district Road Supervisor prior to approval by the Board of Commissioners.

SUMMARY OF FEES

BORE/CROSS: _____ x \$100.00 = \$ _____
or CUT: _____ x \$300.00 = \$ _____

AGRICULTURAL FEE \$25.00 _____
ADMINISTRATIVE FEE FOR OTHER
CONSTRUCTION OR MINOR REPAIR
\$100.00 _____

TOTAL FEES: \$ _____ Check No _____ Date _____
Received by County

Make checks payable to: Washington County

Date construction plans sent to WC Engineer _____

****Engineering fees will be billed separately**

Engineering Fees may applicable on any project.

Road Supervisor _____ Dist _____ Date _____

Road Supervisor _____ Dist _____ Date _____

Action by Board of County Commissioners:

At the regular County Commissioners meeting held on _____ day of _____, 20____,
the Board took the following action and authorized the Chairman to execute the application as follows:

_____ approved as submitted
Chairman

_____ approved with conditions (see attached)
Chairman

_____ denied (see attached)
Chairman

PRE-CONSTRUCTION MEETING

Date of Meeting_____

The purpose of this meeting is to review the following:

- Location of cable, fiber optics or _____ installation
- Depth of above installation if other than the County standard of 48"
- Number of road cuts or bores
 - Discuss construction at intersections, culverts, etc.
 - Discuss construction at section lines where there is no road currently exists but there is future potential for development
- Discuss and known plans for changes in road structure on roads within the scope of the project
 - Widening, raising or lowering the road, etc.
- Discuss any problems on either side with changes to original plans
- Notification of at least 1 wee prior to construction is required by County. If this is not possible determine when notification will be made to Road Supervisor

Meeting Notes:

Persons Present - (If present via phone - road supervisor please note, otherwise each person initial by your name)

Please print name and initial below:

Road & Bridge District_____Name_____Initial_____

Road & Bridge District_____Name_____Initial_____

County Engineer _____Initial_____

Construction Co Rep _____Initial_____

Other_____Initial_____

Other_____Initial_____

MASTER ROAD USE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ by and between the County of Washington, State of Colorado, hereinafter referred to as the "County", and _____ hereinafter referred to as "Company".

WHEREAS, the Company wishes to construct a wind energy / solar facility and associated equipment in Washington County, hereinafter referred to as the "Project"; and

WHEREAS, completion of the Project shall involve the use of one or more County roads; and

WHEREAS, the Company's employees, affiliates, contractors, subcontractors, workforce and related service companies, and other agents, may utilize equipment and heavy vehicles in a significant number and / or that are recognized as being above existing limits set by the County in weight, height, and / or width on County Roads in connection with the above-described Project; and

WHEREAS, the Company's use of County Roads may cause impacts which require mitigation and repair to ensure the public's continued ability to use the affected County Roads; and

WHEREAS, the powers given to the Board of Commissioners of each county includes the authority to create and maintain county roads (C.R.S. 30-11-107 and other statutory authority); and

WHEREAS, the County wants to ensure the maintenance and safe operation of the Company while using designated County Roads and the Company is agreeable to the provisions set forth herein for such purpose:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow the Company's regulated use of the affected County Roads while protecting the traveling public from damage or dangerous conditions to the roads being used. This Agreement is intended to engage both the County and the Company in an effort to avoid damage to Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered into in order to address any issues that may arise with the Company's use of the County Roads including but not limited to the following:

a. That a Haul Route shall be agreed to and enforced by the County and the Company.

b. That in the event there is damage from the use of County Roads in the Haul Route for the hauling or moving of goods, equipment, or materials, those parties responsible for such damage are held accountable.

2. **DEFINITIONS OF TERMS USED IN THIS AGREEMENT.** The following definitions shall or may be relevant for this Agreement:

"Appurtenance" means a sidewalk, ditch, or any type of wall, fence guardrail, curb, pavement marking, traffic control device, illumination device or barrier adjacent to or in, along or on a County Road, or any construction, obstruction, erection or any situation, arrangement, or disposition of any earth, rock, tree, or other material or thing adjacent to or in, along, or on a road that is not the traveled portion of the road.

"Company" means _____, and all of its agents, affiliates, employees, contractors, subcontractors, vendors and suppliers

"County Road or Road" means a roadway under the direction, control, and management of the County, including (1) a developed road on which improvements such as grading or surfacing have been made for the purpose of public access and included any Appurtenance, and including any bridge forming part of a County road and any structure incidental to a County or public road, and (2) an undeveloped surveyed road allowance or road plan, including primary, secondary, and secondary un maintained roads as identified on the Washington County Road Map.

"Haul Route" means those roads identified in the map submitted by the Company and agreed to by the County as to those County Roads to be used by the Company to move or haul goods, equipment, and materials used in the Project. The map, attached hereto and identified as Exhibit A, may be updated from time to time by mutual agreement of the parties, and if so updated, shall be attached as a new Exhibit A.

3. **TERM.** This Agreement shall commence upon the date that both parties have signed this Agreement, hereinafter referred to as the "Effective Date". The Company represents that construction of the Project in Washington County shall be completed no later than eighteen (18) months from the date of this agreement. The provisions of this Agreement, the provisions respecting liability and indemnification, to the extent of liabilities may have accrued prior to the termination, and provisions respecting

settlement of accounts, shall remain in full force in accordance with their terms. All applicable County Roads on the Haul Route shall be restored and returned to "Original" (as defined below) or better condition by the completion date set forth in this paragraph.

The County may, at its discretion, extend the completion date and County Road restoration requirement upon good cause shown by the Company. Approval of a request from the Company to extend the completion date shall not be unreasonably withheld by the County.

4. **COUNTY ROAD USE / HAUL ROUTE.** The County shall cooperate with the Company to establish a Haul Route which shall be the designated County Road or Roads used by the Company to move goods, equipment, and materials for the Project. Upon agreement the Haul Route shall be identified on Exhibit A attached hereto and incorporated by reference. Use of the Haul Route by the Company may commence following a pre-inspection of the proposed route and a written report from the Company as to the current condition of the road (which shall serve as the "Original" condition for purposes of this Agreement) and the County expectations. The pre-inspection shall be done by the Company within thirty (30) days before the planned start of construction. The pre-inspection shall include pictures of the current condition of the County Road or Roads prior to use by the Company.

In the event that the Haul Route is to be used by another company, or project, during the term of this agreement, the Company commits to engage in good faith negotiations to reach a multi-company agreement, with the County, to mutually allocate responsibilities and liabilities between the respective Companies or Projects.

The Company shall only use the Haul Route Roads to move / haul goods, equipment, and materials related to the Project using commercial vehicles. The County and the Company agree to cooperate in the installation or placement of speed and other signage along the Haul Route, determined necessary by the County Sheriff and County Road Supervisor. Signage shall be utilized, at the discretion of the Company to designate the Haul Route, designate prohibited roads, and other matters.

5. **REPAIR AND MAINTENANCE OBLIGATIONS.** The Company shall be responsible for all costs and expenses required to repair damages to the County Roads designated on the Haul Route incurred during the Project, unless it can be clearly shown that the damage was not the result of the Project. The determination of road damage shall be made by the County and shall be immediately addressed by the Company. Maintenance obligations of the Company shall include, but not be limited to:

a. The Company shall install signage to control speed, designate the Haul Route, and other aspects of safe driving and road maintenance. The Company may utilize other

signage, at its discretion or request of the Road Supervisor, to designate the Haul Route, designate prohibited roads, and other relevant matters.

- b. When the Project is completed, it is agreed that the Company shall perform or provide for all necessary work and all materials necessary to restore the Haul Route roads to Original or better condition based on the condition of the roads at the time of the pre-inspection. The Company shall not be released from its Performance Guarantee until the County has approved a post construction inspection and approved the final condition of the County Roads located upon the Haul Route with

Such inspection to occur within ten (10) days after the Company notifies the County that the road restoration is complete.

- c. All applicable County Roads on the Haul Route shall be restored and returned to Original or better condition in accordance with the terms of this Agreement and by the completion date set forth in paragraph 3. The County may, at its discretion, extend the completion date and County Road restoration requirement upon a showing of good cause by the Company. If the Company has not commenced the restoration work before the completion date, the County may contract a third party to perform the road restoration. In that event, the County shall pay the reasonable cost of the third party's work from the Performance Guarantee. Notwithstanding the foregoing, the Company shall not be liable under this section if restoration work extends beyond the completion date if such delay was associated with circumstances caused by the County or within the County's control or by weather.

6. **CHANGES IN RESTRICTIONS.** If after commencement of the Project and the use of the Haul Route by the Company, the County reasonably determines that it is necessary to impose further restriction on the Company in the interest of public safety, the County shall consult with the Company to determine the details of such restrictions. Thereafter, the parties shall set forth, in writing, the reasonable specifics of the further restrictions imposed on the Company. The County may also require an increase in the Performance Guarantee if public safety circumstances so require. Restrictions, or changes in restrictions, as to any County Road designated in the Haul Route are set forth in Exhibit B, attached hereto and incorporated herein by reference.

7. **INTERMEDIATE AND EMERGENCY INSPECTIONS.** The County may request immediate emergency inspections when it is determined by the County that a condition exists in the subject County Road or Roads that creates a safety risk to the public. The County may, in emergency situations, and acting reasonably, and without giving any

notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to the Haul Route Road or Roads, or require that the Company take immediate and all action necessary to complete repairs to the Haul Route Road, or Road, that the County deems necessary for public safety. As to whether an emergency situation exists, which situation could place human life and / or property in danger, shall be determined by the County through mutual consultation between the Washington County Sheriff, the County Commissioner of the subject District, and the Road Supervisor of the subject District. Every effort will be made to notify the Company when an emergency situation arises. The Company shall, provided that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7) business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route may be temporarily closed to Company travel until repairs are completed should the County determine that the condition of the Roads is a safety hazard to vehicles traveling on the Roads.

8. **PERFORMANCE GUARANTEE.** On or before the commencement of construction of the Project, the Company or its designated representative shall deliver to the County a surety bond or letter of credit, hereinafter referred to as the "Performance Guarantee", in the amount equal to \$6,500/mile. Should the Company violate this agreement by failing to repair and maintain the Haul Route County Roads, as agreed herein, the County may draw upon the Performance Guarantee as necessary to restore the County Roads to their original condition. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs including reasonable attorney fee and costs incurred by the County in repairing the affected Roads to substantially the same condition they were in at the time of the pre-inspection and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County. The Performance Guarantee shall be returned to the Company, or released, within one (1) week of the final inspection (provided the County is satisfied with the final inspection) and the obligations of the Company have been fulfilled under this Agreement. Failure of the Company to return the County Roads to their original or better condition by the end of the completion date set forth in paragraph 3 above, may also result in the County acting against the Performance Guarantee to the extent necessary to restore the County Roads.

9. **OTHER TERMS AND CONDITIONS.** The following terms and conditions whether set forth above or below, shall apply at all times during the term of this Agreement.

a. The County reserves the right to impose reasonable limitations on the hours during which Company vehicles and equipment may be *moved* on the County Roads covered by this Agreement. The County, acting reasonably, and depending upon the prevailing weather conditions, should the conditions make such use hazardous to the motoring public, or if emergencies warrant such suspension, may choose to temporarily suspend use of the County Roads. In such an event, the County shall use its best efforts to notify the Company verbally prior to taking such action, and to consult with the Company in order to minimize any construction delays to the Project.

b. The Company shall provide, at its sole expense, all equipment, materials and labor required to restore the road surface of the Haul Route Roads in substantially the same condition the Roads were in immediately prior to the use of such Roads.

c. The Company shall be liable at all times for the repair, to the reasonable satisfaction of the County, of any damage to the Roads caused by the Company's' use. Any repairs undertaken shall restore the road surface to substantially the same condition it was in immediately prior to the use of the Road. The Company shall, providing that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7)

Business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route may be temporarily closed to Company travel until repairs are completed should the County determine that the condition of the Roads is a safety hazard to vehicles traveling on the Roads.

d. In the event that the Company fails to complete the repairs required by the County, pursuant to this Agreement, the County may draw upon the Performance Guarantee to effect the repairs in accordance with the provisions of the surety bond or letter of credit. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs (including reasonable attorney fees and costs) incurred by the County in repairing the affected Roads to substantially the same condition they were in immediately prior to the use by the Company and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County.

- e. The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to close a County Road and either complete repairs to the Haul Route Roads that the County deems to be an emergency and necessary for public safety or to require the Company to take immediate action. The Company may also in emergency situations, and acting reasonably, and without first giving any notice to the County as required elsewhere in this Agreement, take immediate action to remove its vehicles and equipment on the Haul Route Roads. The County and the Company shall provide notification to each other of any emergency action taken under this Agreement as soon as is reasonably practicable.
- f. The Company shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County to the extent that they are directly or indirectly attributable to damage caused by the Company, its employees, agents, contractors or subcontractors to the Haul Route Roads, but such indemnity shall not apply to the intentional acts or negligence of the County, its employees, agents, contractors or subcontractors. The Company's liability to the County shall be limited to direct damages and shall exclude other liability, including, without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise. Nothing in this Agreement shall be construed as a waiver to the County's defenses or protection that exist under the Colorado Governmental Immunity Act.
- g. No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond its control; but lack of finances shall in no event be deemed to be cause beyond a party's' control.

10. **NOTICES.** All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

County: Washington County

Attention: _____ Washington County Road and

Bridge Manager Address:

E-Mail:

Company:

Either party may, from time to time, change its address for service by giving written notice to the other party. Any notice shall be deemed to have been given and received: if delivered personally (including by reputable overnight courier), on the day delivered; if sent by registered mail, on the fourth (4th) business day following the day it was posted; and if electronically transmitted, at the start of the next regular business day. In the case of postal disruptions, or an anticipated postal disruption, all notices to be given under this Agreement shall be electronically transmitted or delivered by hand (including a reputable overnight courier).

11. **ASSIGNMENT.** Except as otherwise provided herein, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, the Company shall be permitted without prior written consent of the County to (a) assign this Agreement to an Affiliate; (b) assign this Agreement to a public utility company; and (c) collaterally assign this Agreement to a financing party of the Company or an Affiliate. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with the Company.
12. **WAIVERS.** Failure by either party, at any time, to require strict performance by the other party of any provision of this Agreement will in no way affect the first party's rights hereunder to enforce such provision; nor will any waiver by either party of any breach be held to be a waiver of any succeeding breach or waiver of any other provision. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall insure to the benefit of and be binding upon the County and the Company and their respective successors and permitted assigns.
14. **TIME IS OF THE ESSENCE.** Time shall be of the essence of this Agreement.
15. **SEVERABILITY.** If any provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date and year first above written.

Washington County

Commissioner

Commissioner

Commissioner

COMPANY

By: _____

Title: _____