



Vorys, Sater, Seymour and Pease LLP
Legal Counsel

52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

614.464.6400 | www.vorys.com

Founded 1909

Michael J. Settineri
Direct Dial (614) 464-5462
Direct Fax (614) 719-5146
Email mjsettineri@vorys.com

July 19, 2016

VIA HAND-DELIVERY

Jon Whitis
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: Condition compliance
Case No. 13-1177-EL-BGN
Case No. 13-1767-EL-BSB
Case No. 13-1768-EL-BTX

Dear Jon:

Please find attached copies of various documents submitted by Hardin Wind LLC ("Hardin") regarding compliance with certain Commitments and Conditions of the Certificates of Environmental Compatibility and Public Need for the Scioto Ridge Wind Farm, the Scioto Ridge Transmission Line and the Scioto Ridge POI Substation. The Commitments and Conditions for which this notice is being provided and the public documents submitted to Staff, as applicable, are listed below.

- Commitment 2/Condition 15 (Case Nos. 13-1177-EL-BGN, 13-1767-EL-BSB, and 13-1768-EL-BTX) – Complaint Resolution (Complaint Resolution Plan attached)
- Commitment 8 (Case No. 13-1177-EL-BGN) – Hardin has executed an Interconnection Service Agreement with PJM.
- Commitments 16-19 (Case No. 13-1177-EL-BGN) – Blasting is not anticipated for the project.
- Commitment 28 (Case No. 13-1177-EL-BGN) – Floodplain permit not required (Letter from Hardin County Engineer attached)
- Commitment 42 (Case No. 13-1177-EL-BGN) – Fire Protection and Medical Emergency Plan (Fire Protection and Medical Emergency Plan attached)
- Commitment 46 (Case No. 13-1177-EL-BGN) – Road Use Maintenance Agreement (RUMA attached)

VORYS

Legal Counsel

Jon Whitis
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- Commitment 50 (Case No. 13-1177-EL-BGN) – NTIA clearance (NTIA letter of no concern attached)

Thank you for your attention to this matter.

Sincerely,



Michael J. Settineri
Attorney for Hardin Wind LLC

MJS/mjs

Cc: Barcy McNeal, PUCO

Enclosures

Scioto Ridge Wind Project

Complaint Resolution Plan

Introduction

Hardin Wind LLC (“Hardin Wind”) takes seriously any complaint that it receives from members of the public. Hardin Wind will take all required and reasonable steps to ensure that the Hardin Wind Project (“Project”) is operating in compliance with all applicable laws and permits. It is also in Hardin Wind’s best interest to take reasonable steps to help resolve any concerns that local residents and the public may have, even when the wind farm is in compliance with permits and regulations. To that end, this Complaint Resolution Plan has been developed in order to establish a process for responding to complaints in a consistent and respectful manner and to comply with conditions in the Ohio Power Siting Board certificate. This complaint resolution plan shall serve as the noise and shadow flicker complaint-handling procedure to be implemented during Project construction and operation.

General Project Communications

Prior to commencement of construction, Hardin Wind will communicate to local residents, Hardin County, Townships in which the Project is located and Village of Belle Center, the contact name and phone number of the Project Development Manager and the Construction Manager (and, prior to the end of construction, the Operations Manager) through mailings and/or notice in local newspapers. Hardin Wind will also post and publish in the local newspapers of record its 1-800 number that will be checked within 24 hours by construction and/or operations personnel if a message is received. Once operations begin, Hardin Wind will also communicate the address of the Operations and Maintenance (O&M) Building for the Project where complaints may be submitted.

Registering a Complaint

Complaints by local residents or others may be made through the following channels:

1. By calling the O&M building or 1-800 number and/or speaking directly with construction and operations personnel in the field;
2. By writing to Hardin Wind at its local address or at its principal place of business, or
3. By making the complaint in person at Hardin Wind’s construction or operations building.

Complaint Response Program

Hardin Wind will implement a 5-point complaint response program for all registered complaints:

- 1) **Community Engagement:** It is important that local residents and local public officials have reasonable access to Project personnel.
 - Hardin Wind will provide and advertise a general call-in number and/or email address that the public can use to contact company personnel.
 - Hardin Wind will maintain open lines of communication with local and state officials to ensure it receives any complaints that are made directly to Townships, the County or the State
- 2) **Gather information:** It is essential that Hardin Wind know the characteristics, circumstances and facts giving rise to a complaint or issue in order to verify the merits of the complaint. In particular, a description of the complaint, location, time of day, duration and any other defining circumstances is needed to further assess the issue. Hardin Wind will promptly investigate such complaints, and will contact the individual within 48 hours of receipt of a complaint, and work with them in good faith to resolve the issue.
 - In some cases, a local resident may just want to express a concern or an opinion, and does not expect any further action. In those circumstances, a conversation with Project personnel may resolve the complaint.
 - In order to help diagnose any issues that might be easily identifiable, the attached Questionnaire can be used as a guideline when speaking the local resident. Alternatively, the questionnaire can be given to the local resident to fill out at their convenience.
 - Hardin Wind will maintain detailed records of all complaints and resolutions in a log book or dedicated file which will include completed Questionnaires and any other complaint-related documentation.
- 3) **Response:** Once Hardin Wind has sufficient information on the nature of the complaint, they can work with a consultant and/or other Hardin Wind personnel to diagnose any potential problems and formulate a response.
 - Hardin Wind will forward valid complaints to Ohio Power Siting Board Staff within 48 hours of receiving the complaint.
 - In many cases, the response will include an explanation of any applicable laws or regulations governing the wind farm and the project development/design process that was required as a result of those laws and regulations. If appropriate, general information on impacts related to the particular issue may be appropriate.
 - If the concern may be explained by a known, temporary condition that resulted in greater impacts (e.g., loud yaw motors, brake pad wear, etc.), the complaint may be mitigated by correcting of the offending condition.
 - If the complaint is valid, but the Project is operating in compliance with all laws and permits, Hardin Wind will explore reasonable mitigation options and include those in its response.
- 4) **Follow up:** If a response was offered, and after a reasonable time has passed, Hardin Wind personnel should follow up to inquire if the matter has been resolved or if there are any continuing issues. Follow-up correspondence will be documented in Hardin Wind's

complaint file.

- 5) **Further action:** If there continue to be issues, the Hardin Wind may engage in more formal conflict resolution, including compliance monitoring. Further action will consider project specific factors and will be decided on a case-by-case basis, using input from outside consultants, legal counsel, and upper management of Hardin Wind, as appropriate.

Local Resident Questionnaire

Hardin Wind LLC

Scioto Ridge Wind Farm

Date_____

Time of call_____

Complainant Name and Physical Address where complaint observed_____

Complainant Mailing Address (if different)

Period of Complaint: From

to

Type of location where event was located (Home, apartment, commercial, school, etc)

Nature of Complaint

Description of event (e.g. thumping, swishing, jet roar,
shadow flicker)_____

Was this observed both indoors and outdoors? Were windows closed or open? _____

On a scale from 1 to 5, with 5 being the worst, how annoying or disturbing is the event?

Describe the weather conditions at the location the event was observed (include wind direction, relative
wind speed (light, moderate, strong), and cloud cover.)_____

How often does this same type of event occur?

Other comments

HARDIN COUNTY ENGINEER

1040 W. Franklin St. Kenton, OH 43326

Phone: (419)-674-2222 Fax: (419)-673-1232

Email: hardineng@windstream.net



July 12, 2016

Jason Dagger
Everpower
129 South Main Street
Bellefontaine, Ohio 43311
Ph: 937-595-0305

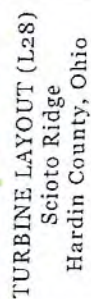
Dear Jason,

As requested, we have reviewed the attached map of the Everpower Turbine Layout (L28), Sioto Ridge, Hardin County, Ohio, dated July 7, 2016, to see if there were any turbine locations in a designated flood plain. After reviewing the FIRM for Hardin County, Ohio, Unincorporated Areas, effective date of 9-1-2015, per the Map Index, the turbine locations would lie within Panel No. 23, 24, 25, 28, 29 and 30. These panels were "Not Printed" and there is no identified flood plain (See Attached FIRM Index).

Sincerely,

A handwritten signature in cursive script that reads "Michael Smith".

Michael Smith, PE, PS
Hardin County Engineer/ Flood Plain Administrator






TURBINE LAYOUT (L28)

Scioto Ridge

Hardin County, Ohio

Project Infrastructure

-  Turbine Layout
 Boundary
 Township

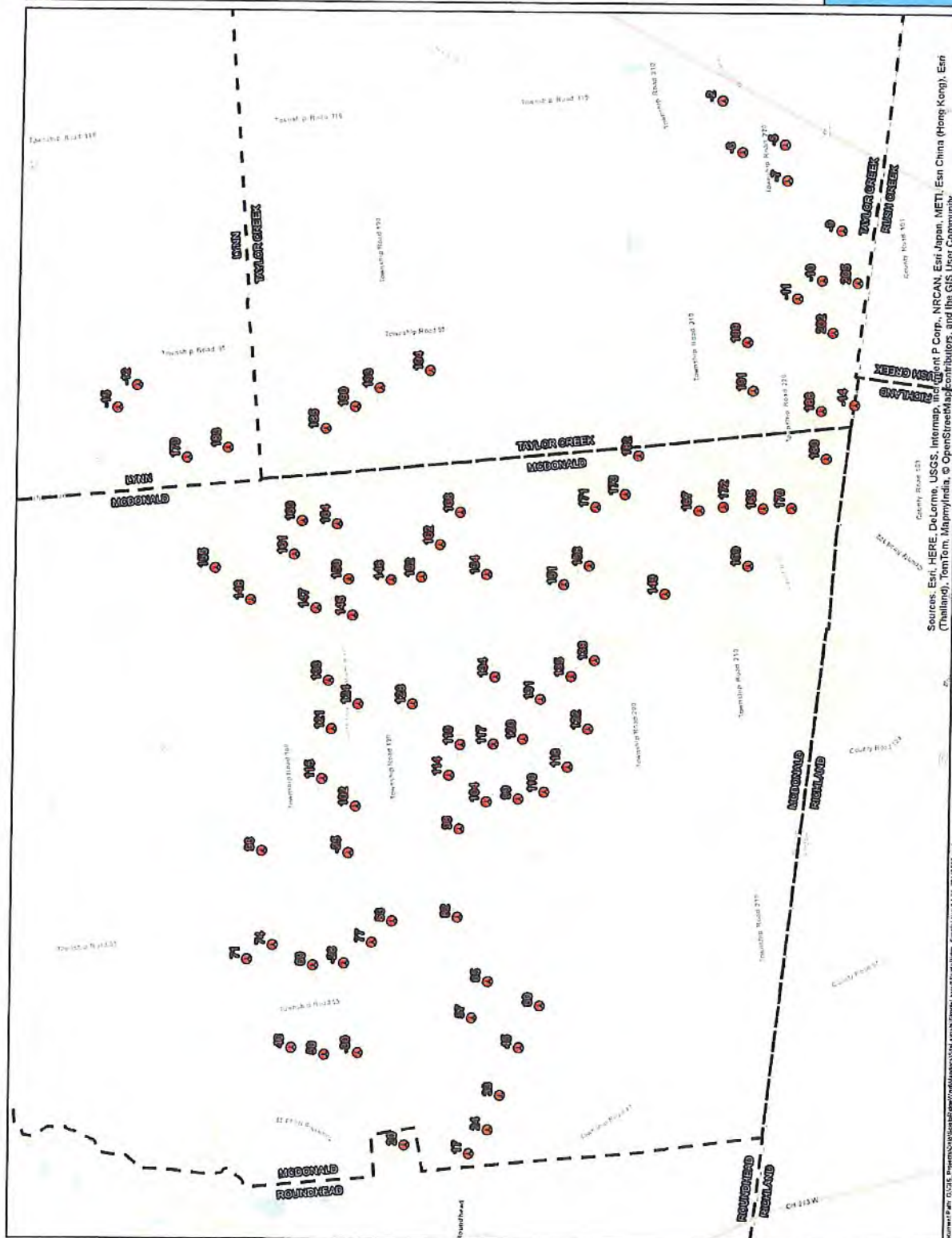
 $1 \text{ in} = 3,500 \text{ ft}$ 

Map created by Everpower Wind Holdings, Inc. on
July 7, 2016
Using ESRI ArcGIS Desktop Standard 10.3.1

Projected Coordinate System:
NAD 1983 UTM Zone 17 North

Information on this map is provided for purposes of discussion and visualization only.

Sources:
Hardin County, ESPU, EverPower



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Journal Pre-proof

Scioto Ridge Wind Farm Fire and Emergency Responder Training and Equipment Plan

FINAL

Developed by:

Hardin Wind LLC

June 2016

Introduction/Purpose

Hardin Wind, LLC (Hardin Wind), a wholly-owned subsidiary of EverPower Wind Holdings, Inc, has received a certificate from the Ohio Power Siting Board to construct a wind-powered electric generation facility (Scioto Ridge Wind Farm, "the Project"). The Project will consist of up to 87 wind-powered electric turbines, along with access roads, electrical interconnect, construction staging areas, operations and maintenance facilities, and a collection substation to be located in Lynn, McDonald, Roundhead, and Taylor Creek Townships in Hardin County. In addition to the wind farm facility, the Project will include a generator lead line in Hardin County that will run from the collection substation to an interconnection substation.

The purpose of this document is to describe the communication, training and equipment that Hardin Wind is committed to providing to local emergency and fire responders to ensure that they have the best available information and necessary equipment to effectively handle emergencies that may occur at the Project.

Fire and Emergency Responders

The following fire and emergency responder departments (EMS Department) serve the Project.

Hardin County:

- Richland Fire Department
- Belle Center (BMRT) EMS

Communication

During construction Hardin Wind will ensure that the construction balance of plant contractor, who is responsible for site safety during the construction phase, designates a point of contact for EMS Departments. Post-construction, Hardin Wind will designate a point of contact (POC) during operations who will be responsible for long-term site safety. This POC name and contact information will be provided to the EMS Departments prior to construction and operations respectively.

The POC will be responsible for ensuring that a list of EMS Department contacts is kept at the Project Operations and Maintenance (O&M) building and will update this list annually. The current list of EMS Department contacts is attached to this document (Appendix A).

Hardin Wind will ensure that all turbine locations have a 911 address on file with the County. In addition, turbine numbers will be easily visible for EMS Department responders.

Training

Prior to the Project becoming operational, Hardin Wind will provide the EMS Departments with a site tour in order to familiarize them with the site layout. Hardin Wind will also provide a tour of the turbine tower and nacelle and review basic wind turbine safety procedures. Hardin Wind will instruct EMS Department's personnel on how to safely climb the turbine towers and will provide on-site training for first responder within two weeks after the first turbine is fully erected on the site. Only EMS Department personnel who are sufficiently physically fit and familiar with basic working at heights procedures will be permitted to climb the towers. This initial training will include a tower rescue simulation in which a dummy with an injury will be rescued.

After the initial training, annual training for the EMS Departments will be offered in order to ensure any new EMS Department personnel are trained, act as a training refresher, and to instruct on any new state of the art turbine safety and rescue practices. After each training, a meeting will be held to review the rescue drill and discuss any issue or concerns that were raised during the drill.

While training will be offered to fire fighter personnel, wind industry practice and experience is that it is not safe or beneficial to fight a fire in the nacelle of a wind turbine. The first priority in the case of a fire in the turbine is to evacuate all personnel to a safe distance from the tower. During the initial training and annual refresher, instruction will be given on what to do in the case of a fire.

Equipment

Hardin Wind will have basic first aid materials at the Project O&M building but the EMS Departments will be responsible for having and bringing to the site to effectively respond to a medical emergency or fire.

Hardin Wind will also have available the following specialized equipment to assist responders:

- Sliders for the fall/arrest system
- Additional rope to the top of the nacelle for extraction (minimum 500-foot length)
- "half backboard"

Appendix A: EMS Departments Contact Information

BMRT EMS (Belle Center)

Dave Johns

bmrtsquad@yahoo.com

Richland Fire Dept.

Jason Johns

richlandfire@yahoo.com

**AGREEMENT FOR USE, REPAIR, AND IMPROVEMENT OF ROADS
AND REPAIR OF DRAINAGE FACILITIES**

THIS AGREEMENT FOR USE, REPAIR AND IMPROVEMENT OF ROADS AND REPAIR OF DRAINAGE FACILITIES ("Agreement") is made and entered into this 22 day of February, 2016, by and between HARDIN COUNTY, OHIO ("County"), acting by and through its Board of Commissioners, respective Townships and Hardin Wind LLC ("Hardin Wind"), the County and Hardin Wind being referred to herein, collectively, as the "Parties" and, individually, as a "Party";

WITNESSETH:

A. WHEREAS, Hardin Wind is developing a wind-powered electric generating facility to be located in Hardin and Logan Counties, Ohio (the "Project Site"), consisting of wind turbines, underground electrical systems, access roads, staging areas, and a collector substation. In addition, Hardin Wind plans to construct a 345 kV above ground transmission line in Hardin County running approximately 7 miles from the collector substation to an interconnect substation (together with wind farm, this constitutes the "Project"). In total, Hardin Wind may build up to 172 turbines, of which up to 110 turbines will be located in Hardin County.

B. WHEREAS, in connection with the development, construction, operation, or maintenance of the Project, it may be necessary for Hardin Wind and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns (Hardin Wind and, while in the performance of work for Hardin Wind, such other persons, collectively, the "Hardin Wind Parties") to; (i) transport heavy and/or oversized equipment and materials over designated haul routes on roads located in the County, which may in certain cases be in excess of the design limits of such roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such roads; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads (including to certain culverts, bridges, road shoulders, crest corrections, and other related fixtures) to permit such equipment and materials to pass; and (iv) place certain electrical and/or communication cables for the Project over, adjacent to or under certain roads for the purposes of carrying electrical current to, from, between and among various parts of the Project in drains, open drains, or title drains regulated by the County and (v) encroach within the County's maintenance right-of-way established; and

C. WHEREAS, Hardin Wind acknowledges that it may not conduct the above activities without the express consent and permission of the County, which has exclusive authority and control over County and authority over Township roads, evidenced by attached Township signatures, bridges, culverts, drains, and other County property; and

D. WHEREAS, the County will permit the Hardin Wind Parties to perform the above activities in connection with the Project on County and Township roads, culverts, bridges, and to intersect or pass over or through said County drains, pursuant to the terms and conditions as set forth in this Agreement.

E. Any reference to County Roads in this document shall include Township Roads.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
APPLICABILITY OF AGREEMENT;
ESTABLISHMENT OF PRE-CONSTRUCTION CONDITIONS

Section 1.1 Roadway Conditions. With respect to any County or Township road that is identified on Appendix A hereto (together with appurtenant bridges, culverts, road shoulders, intersections, and all other County or Township-owned or controlled property, each a "Designated Road" and, collectively, the "Designated Roads"), Hardin Wind will, at its expense, be required to determine the load capacity that will be required to accommodate any increased traffic by the proposed improvements on any County and Township road that will be affected. They will then be required to core and utilize falling weight densometer for calibration analysis. After calibration is complete, at Hardin Wind's discretion, either coring and/or falling weight densometer will be used to analyze the existing pavement at every quarter mile alternating unless otherwise agreed to by the County Engineers' Office and Hardin Wind and determine the existing load capacity. If the existing load capacity is less than Ninety Percent (90%) of the needed load capacity, Hardin Wind must determine appropriate mitigations to be carried out prior to the start of construction of the proposed wind farm. If the existing load capacity is greater than or equal to Ninety Percent (90%) of the needed load capacity, then no mitigation is necessary. All calculations and designs shall be stamped by a Professional Engineer of the State of Ohio and approved by the Hardin County Engineers Office prior to commencement of work. Failure to do so will result in no overload permits issued. Additionally, Hardin Wind shall hire an independent third-party professional camera crew and videographer and will create a detailed video record and textual narrative of the pre-existing condition of such Designated Road (the "Road Condition Report"). Hardin Wind shall deliver the Road Condition Report to the County prior to the earlier of (i) Hardin Wind's commencement of any improvement to such Designated Road or (ii) any use by a Hardin Wind Party of such Designated Road for the operation of a motor vehicle or other equipment weighing more than five (5) tons. The Hardin County Engineer, hereafter "County Engineer", or his designee may participate reasonably in production of the Road Condition Report; *provided*, that such participation shall not unreasonably delay the production of the Road Condition Report. The County Engineer shall have twelve (12) working days after delivery to review the Road Condition Report. The County Engineer shall be deemed to have accepted the Road Condition Report except to the extent that, and only with respect to specifically stated objections on particular Designated Roads as to which, the County Engineer reasonably determines that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the County Engineer makes such a determination, the County Engineer shall, within such twelve (12) working day period, provide Hardin Wind in writing its specific objections to portions of the Road Condition Report detailing such determination, whereupon Hardin Wind may provide reasonable further documentation of the condition of the Designated Roads. If Hardin Wind disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided further*, that failure of Hardin Wind and the County Engineer to reach agreement with respect to the condition of the portion of the Designated Roads to which the County Engineer has specifically objected shall not prevent Hardin Wind from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the County Engineer or delay the County's or the County Engineer's granting of any further permits, authorizations, or consents, except to the

extent that construction of the Project would produce an immediate, material and adverse effect on any portions of the Designated Roads for which the Road Condition Report has not been accepted by the County Engineer. If the County Engineer does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within such twelve (12) working days, the Road Condition Report shall be deemed accepted by the County Engineer.

Section 1.2 Drainage System Conditions. Using such records and maps of county-regulated open and tile drains, including lateral drains connecting directly thereto, provided by the County to Hardin Wind no later than 15 working days after requested by Hardin Wind, then Hardin Wind shall, at Hardin Wind's expense, (i) determine which such drains lie under, or within one hundred feet (100') of, any point on any Designated Road upon which any Hardin Wind Party may conduct any Project construction activity or operate a motor vehicle or other equipment weighing more than five (5) tons (the "Affected Drains") and (ii) prepare one or more maps depicting all Affected Drains and all points of intersection with such construction activity (collectively, the "Drain Location Map(s)"). No later than fifteen (15) working days prior to the commencement of work on the Designated Road, Hardin Wind shall deliver the Drain Location Map to the County Engineer and the Hardin County Inspector. Hardin Wind shall pay all hourly cost associated with inspections performed by the Hardin County Inspector to the County Engineer. The County Engineer shall have fifteen (15) working days after such delivery to review the Drain Location Map and, if the County Engineer reasonably determines that the Drain Location Map is not a complete and accurate depiction of the location of all Affected Drains, to provide Hardin Wind with written objection to the Drain Location Map detailing such determination, whereupon Hardin Wind may revise the Drain Location Map or provide reasonable further documentation of the location of and effects of Project construction upon Affected Drains. If Hardin Wind disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement with respect to the condition of a portion of the Designated Roads shall not prevent Hardin Wind from conducting any Project construction activity or using Designated Roads in areas depicted on the portion of the Drain Location Map which the County Engineer has determined is complete and accurate or delay the County's or the County Engineer's granting of any further permits, authorizations, or consents with respect to areas depicted on the portion of the Drain Location Map which the County Engineer has determined is complete and accurate. If the County Engineer does not give written notice of any objection to the completeness and accuracy of the Drainage Location Map within such fifteen (15) working days, the Drainage Location Map shall be deemed accepted by the County Engineer.

Section 1.3 County Use of Drain Location Map. The County understands and acknowledges that Hardin Wind will create the Drain Location Map for its own use and will provide the Drain Location Map to the County only for the County's convenience. Hardin Wind shall not warrant the accuracy or completeness of the Drain Location Map. The County shall not use the Drain Location Map as an official County document or otherwise rely on the Drain Location Map, except with respect to this Agreement, and is responsible for confirming all information on the Drain Location Map.

Section 1.4 Working Days. County Engineer Office working days shall be defined as Monday through Thursday, April 1 to October 1 from 6:30 am to 4:30 pm eastern standard time and from October 1 to April 1, Monday through Friday from 7:30 to 4:00 pm. Hardin Wind Parties working days shall be defined as Monday through Friday from 8:00 am to 5:00 pm year round.

ARTICLE II USE OF DESIGNATED ROADS BY Hardin Wind

Section 2.1 Use of Designated Roads by Hardin Wind. In connection with the development, construction, operation, and maintenance of the Project, the County hereby acknowledges and agrees that the Hardin Wind Parties may use the Designated Roads at any time, seven (7) days a week, 365 days a year, beginning November 1, 2016 and for the duration of the development, construction, operation, and maintenance of the Project. Such use may include the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project. In addition to identifying the Designated Roads, Appendix A identifies the routes over the Designated Roads that will be used for: (i) transportation and delivery of wind turbine equipment and components and other materials and equipment to be used in connection with the Project; (ii) truck transportation leaving the Project site following delivery of equipment and materials; (iii) movement of the assembled cranes across Designated Roads, the route for which is set forth on Appendix A-1; and (iv) transportation and delivery of locally sourced materials, including concrete and gravel. If Hardin Wind desires to include additional roads or portions thereof as Designated Roads or revise crane routes, Hardin Wind shall (A) submit an updated version of Appendix A (specifically, Appendix A-1 in the case of revised crane routes) to the County that includes such additional roads and (B) to the extent appropriate, revise or supplement (1) the Road Condition Report in order to report on the pre-existing conditions of such additional roads or portions thereof as required by Section 1.1 and (2) the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix A and any such supplemental report being an "Appendix A update"). With respect to any change to Appendix A or the Road Condition Report, the County Engineer shall have five (5) working days, and with respect to any revised or supplemental Drain Location Map, the County Engineer shall have five (5) working days, after such delivery to review an Appendix A Update. The County Engineer shall approve the Appendix A Update except to the extent that, and only with respect to particular Designated Roads as to which, the County Engineer reasonably determines that (I) the Appendix A Update proposes a usage of such Designated Roads that would differ substantially and materially from usage already approved by the County, or (II) any revised or supplemented report or Drain Location Map submitted with the Appendix A Update is not complete and accurate (as provided for the original report or map, respectively, in Section 1.1 or Section 1.2). If the County Engineer makes such a determination, the County Engineer shall, within such five (5) working day period (with respect to any change to Appendix A or the Road Condition Report) or five (5) working day period (with respect to any revised or supplemented Drain Location Map), provide Hardin Wind with written objection to the Appendix A Update detailing such determination, whereupon Hardin Wind may provide reasonable further documentation in support of the Appendix A Update. If Hardin Wind disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement shall not prevent Hardin Wind from conducting any Project construction activity or using Designated Roads located in areas depicted on the portion of the Drain Location Map which the County Engineer has determined is complete and accurate and for which the County Engineer has approved a Road Condition Report, and or delay the County's or the County Engineer's granting of any further permits, authorizations, or consents with respect to areas depicted on the portion of the Drain Location Map which the County Engineer has determined is complete and accurate and Designated Roads for which the Highway Supervisor has approved a Road Condition Report. If the County Engineer does not give written notice of any objection to the completeness and accuracy of

the Appendix A Update within the applicable time period, the Appendix A Update shall be deemed accepted by the County Engineer, as applicable.

Section 2.2 Construction Period Meetings. Prior to the commencement of construction of the Project, Hardin Wind, Hardin Wind Parties and a representative from the County (a "Designee") shall meet discuss the expected use of the Designated Roads, including the construction schedule and the haul routes to be used. In addition, meetings may occur from time to time upon the reasonable request of a Party to discuss updates to the expected use of the Designated Roads, including the construction schedule and the haul routes to be used. The Designee shall have authority to act on behalf of the County. To the extent necessary, the Designee and Hardin Wind may invite certain landowners to attend the meetings if their property is near or adjacent to the areas of use. Within ten (10) days after the execution of this Agreement by the Parties, the County shall provide the name and contact information for its Designee. For purposes of Section 2.2, commencement of construction of the Project shall mean commencement of construction of access roads, wind turbines, and associated facilities on the Project Site and shall not include testing and surveying (including geotechnical drilling and meteorological testing) by Hardin Wind to determine the adequacy of the Project Site for construction.

ARTICLE III SAFETY RESPONSIBILITIES; ROAD CLOSURES

Section 3.1 Speed Limits. All vehicles driven by the Hardin Wind Parties shall abide by all local, state, and federal speed limits as posted or, if not posted, as otherwise applicable.

Section 3.2 Signage. During construction of the Project, Hardin Wind shall be responsible for placing and maintaining signage in compliance with applicable provisions of the then-current Ohio Manual on Uniform Traffic Control Devices.

Section 3.3 Notice to School Corporations and Emergency Agencies. Hardin Wind shall provide, to the School Corporation, the Hardin County Sheriff's Office, and the Hardin County 911 Communications Office, Fire Department, Ambulance District, and Post Offices, and any other agency or office reasonably designated by the County, (i) notice of Designated Road closures (including time and expected duration) by fax and e-mail and (ii) current maps of the Designated Roads. Upon request, the County will provide all necessary contact information of such entities to Hardin Wind. All contact information for an office, including those above, designated by the County to receive notice shall be provided to Hardin Wind within fifteen (15) days of approval of Appendix A.

Section 3.4 Transportation Coordinator: Notice of Road Closures. Hardin Wind and/or Hardin Wind Parties shall monitor the Designated Roads for damage, appropriateness of signage, and other safety issues. Hardin Wind shall designate a person to coordinate the transportation-related activities of the Hardin Wind Parties during construction of the Project (the "Transportation Coordinator"). In the event that Hardin Wind plans a proposed road closure or limited access to a Designated Road or right-of-way that may affect public safety or convenience, the Transportation Coordinator shall notify the County Engineer at least forty-eight (48) hours prior thereto; provided the County acknowledges that although Hardin Wind can advise that a road closure or limited access is imminent, the exact timing of such closures can vary due to various construction and environmental factors, and the County agrees to work with Hardin Wind in a reasonable manner to

accommodate such variability. If, within one working day after receipt of such notice, the County objects to such closure or limited access on public safety grounds or substantial public inconvenience, the Parties shall cooperate reasonably to find an alternative to the planned closure or limited access or otherwise minimize disruption to County road traffic and Hardin Wind's construction activities and schedule. If the County does not so object within such time, the County shall be deemed to have no objection to such planned closure. In the event that the County plans a proposed road closure or limited access to a County or Township road or right-of-way that could be reasonably anticipated to affect construction, maintenance, and operations activities related to the Project, the County shall notify Hardin Wind at least forty-eight (48) hours prior thereto. For purposes of this Section 3.4, a fax or e-mail shall suffice as written notice if properly addressed (directed to a fax number or e-mail address, as the case may be, provided for such purpose by the Party receiving notice).

Section 3.5 Use of Designated Roads. Within the County's jurisdiction, vehicles used by the Hardin Wind Parties weighing more than five (5) tons shall travel only on Designated Roads.

Section 3.6 Dust Control.

- a. During construction of the Project, Hardin Wind shall use a commercially recognized dust palliative to control airborne dust created or contributed to by the Hardin Wind. Watering alone shall not be considered a sufficient dust control measure, unless agreed in advance by the County Engineer. The County Engineer or his designee may provide written request for additional dust control measures.
- b. Dust control measures required by this Agreement and requested by the County Engineer will be applied within twenty-four (24) hours of written notification.

**ARTICLE IV
IMPROVEMENT AND MODIFICATIONS TO DESIGNATED ROADS**

Section 4.1 Improvements and Modifications to Designated Roads. Prior to Hardin Wind's use of a Designated Road as permitted in Article II herein, Hardin Wind shall be required to determine the load capacity that will be required to accommodate any increased traffic by the proposed improvements on any County and Township road that will be affected. They will then be required to core and utilize falling weight densometer for calibration analysis. After calibration is complete, at Hardin Wind's discretion, either coring and/or falling weight densometer will be used to analyze the existing pavement at every quarter mile alternating unless otherwise agreed to by The Hardin County Engineers Office and Hardin Wind and determine the existing load capacity. If the existing load capacity is less than Ninety Percent (90%) of the needed load capacity, Hardin Wind must determine appropriate mitigations to be carried out prior to the start of construction of the proposed wind farm. If the existing load capacity is greater than or equal to Ninety Percent (90%) of the needed load capacity, then no mitigation is necessary. All calculations and designs shall be stamped by a Professional Engineer of the State of Ohio and approved by the Hardin County Engineers Office prior to commencement of work. Failure to do so will result with no overload permits issued. The County hereby acknowledges and agrees and consents to Hardin Wind's completion of, such modifications and permanent improvements to such Designated Road as are reasonably necessary to accommodate the then-anticipated use of such Designated Road by the Hardin Wind Parties. Such modifications and permanent improvements may include the widening

of certain roads, the strengthening and/or spanning of existing culverts and bridges, and other improvements and modifications reasonably necessary to accommodate the heavy equipment and materials to be transported on the Designated Roads. Hardin Wind agrees that any contractor used to complete necessary modifications and improvements shall be pre-approved by the County. Further Hardin Wind agrees that for any modification or permanent improvement needed over a distance greater than one-quarter mile within any section of a Designated Road (a "Large Repair") it shall either (1) repair using material consistent with the surfacing material of road of which the Large Repair is a part or (2) resurface the entire section using a material approved by the County Engineer. For any modification or permanent improvement needed over a distance less than or equal to one-quarter mile within any section of a Designated Road Hardin Wind shall be permitted to use the resurfacing material approved by the County Engineer. The County agrees that Hardin Wind is not liable for any future road surface repairs required due to settling, cracking, or any other disrepair of the unused portion of the Designated Road caused by Hardin Wind's use of a different surface type material than existed prior to the modification or permanent improvement.

Section 4.2 Compliance with Standards and Designs. Hardin Wind agrees that all modifications and improvements to Designated Roads, including any temporary turning radius, corner or intersection wide-out, intersection or corner improvement, or driveway or entrance onto a Designated Road, shall comply with all applicable engineering standards and stamped engineering drawings that are submitted by Hardin Wind to the County prior to the commencement of the modifications and improvements. Hardin Wind may install driveways and entrances for ingress and egress to and from Designated Roads at locations shown on attached Appendix C, at Hardin Wind's cost. If Hardin Wind desires to update Appendix C, Hardin Wind shall (A) submit an updated version of Appendix C to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix C and any such revised or supplemented Drain Location Map being an "Appendix C Update"). With respect to any change to Appendix C, the County Engineer shall have five (5) working days, and with respect to any revised or supplemented Drain Location Map, the County Engineer shall have five (5) working days, after such delivery to review the Appendix C Update. The County Engineer shall approve the Appendix C Update except to the extent that the County Engineer reasonably determines that the Appendix C Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the County Engineer determines that any revised or supplemented Drain Location Map submitted with the Appendix C Update is not complete and accurate (pursuant to Section 1.2). If the County Engineer makes such a determination, the County Engineer shall, within such five (5) working day period (with respect to any change to Appendix C) or five (5) working day period (with respect to any revised or supplemented Drain Location Map), provide Hardin Wind with written objection requesting it to further provide reasonable documentation in support of the Appendix C Update. If Hardin Wind disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement shall not prevent Hardin Wind from conducting Project construction activities or using Designated Roads that are not affected by the County Engineer's determinations, or delay the County or the County Engineer's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the County Engineer's objections. If the County Engineer does not give written notice of any objection to the Appendix C Update within the applicable time period, the Appendix C Update shall be deemed accepted by the County Engineer.

Section 4.3 Removal of Temporary Improvements. Upon completion of the portion of the Project requiring any temporary improvements, all such temporary improvements shall be removed by Hardin Wind within a reasonable timeframe. However, upon written request from the County prior to removal, any such temporary improvement may permanently remain as property of the County, or as a part of a County right-of-way.

Section 4.4 Transmission Line Routing, Collection System Cabling and Communication Cabling.

The County acknowledges that Hardin Wind intends to install certain (i) wires, cables, conduits, and/or lines (and their associated equipment) related to the transmission of electricity at a voltage of up to 345 kV from the Project and (ii) communication wires, cables, and/or lines relating to the Project (collectively, the "Installation") and, in addition to above ground transmission line crossings, may desire to route portions of the Installation below ground, either by boring or by cutting a trench, at locations adjacent to or under (including across) the Designated Roads or under (including attached to or suspended from) bridges on Designated Roads (such locations being identified on Appendix B). In connection with the Installation, the County hereby grants to Hardin Wind all such authorizations and approvals from the County as are necessary to complete the Installation, subject only to Hardin Wind's obtaining such private land rights as are necessary to permit Hardin Wind to complete the Installation and make the modifications and improvements to the Designated Roads contemplated by this Agreement, including obtaining all necessary land rights from private landowners adjacent to the Designated Roads. Each trench cut across a County road shall be backfilled, compacted, and otherwise repaired as reasonably required to restore the County road to its structural condition prior to such cut. If Hardin Wind desires to update Appendix B, Hardin Wind shall (A) submit an updated version of Appendix B to the County and (B) to the extent appropriate, revise or supplement the Drain Location Map in order to report the locations of any additional Affected Drains as required by Section 1.2 (such updated Appendix B and any such revised or supplemented Drainage Report being an "Appendix B Update"). With respect to any change to Appendix B, the County Engineer shall have five (5) working days, and with respect to any revised or supplemented Drain Location Map, the County Engineer shall have five (5) working days, after such delivery to review the Appendix B Update. The County Engineer shall approve the Appendix B Update except to the extent that the County Engineer determines that the Appendix B Update proposes an Installation that would differ substantially and materially from the Installation already approved by the County, or the County Engineer determines that any revised or supplemented Drain Location Map submitted with the Appendix B Update is not complete and accurate (pursuant to Section 1.2). If the County Engineer makes such a determination, the County Engineer shall, within such five (5) working day period (with respect to any change to Appendix C) or five (5) working day period (with respect to any revised or supplemented Drain Location Map), provide Hardin Wind with written objection to the Appendix B Update detailing such determination, whereupon Hardin Wind may provide reasonable further documentation in support of the Appendix B Update. If Hardin Wind disagrees with the County Engineer's determination, the Parties shall promptly meet to confer and attempt to reach agreement; *provided*, that failure to reach agreement shall not prevent Hardin Wind from conducting Project construction activities or using Designated Roads that are not affected by the County Engineer's determinations, or delay the County or the County Engineer's granting of any further permits, authorizations, or consents with respect to Project construction activities in areas which are not described in the County Engineer's objections. If the County Engineer does not give written notice of any objection to the Appendix B Update

within the applicable time period, the Appendix B Update shall be deemed accepted by the County Engineer.

ARTICLE V ROAD REPAIR

Section 5.1 Obligation to Repair County and Township Roads. If any County or Township road or related appurtenances, including bridges, culverts, signage, or other road fixtures, or any County or Township-owned drainage tile or open ditch, is damaged by the Hardin Wind Parties, Hardin Wind shall repair (or cause to be repaired) such damage and, as near as is reasonably possible, restore the damaged road or other property to the condition it was in prior to such damage. With respect to damage to a County or Township road or related appurtenance, the Parties shall rely upon the Road Condition Report to determine whether the repair has been performed in accordance with the standard set forth in this Section 5.1. Subject to considerations of safety, the presence of emergency conditions, and the costs of such repairs, any repair and restoration shall commence and be completed promptly by Hardin Wind. Following completion of such repair, the County Engineer and Hardin Wind shall jointly inspect the repair to confirm that it has been completed satisfactorily. The County understands and agrees that Hardin Wind is not responsible for any damage to County or Township roads, County or Township-owned drainage tile, or related appurtenances that is not caused by a Hardin Wind Party. For purposes of this Section 5.1, damage to any County or Township-owned drainage tile or open ditch may also include damages occurring within the County's or Township's maintenance right-of-way, if such damage either denies, impedes, or affects the County's ability to exercise drain maintenance within its right-of-way and results in additional costs to the County. The County agrees to provide written notice to Hardin Wind if the County finds damage it believes to have been caused by Hardin Wind that has not been repaired promptly. If there is a dispute regarding the responsible party for the damage, the Parties agree to work together in good faith to resolve any such dispute.

Section 5.2 Failure to Repair. If Hardin Wind fails to repair any damage to County or Township-owned property that Hardin Wind is required by this Agreement to repair, the County Engineer shall request in writing that Hardin Wind perform such repair. If Hardin Wind fails to commence such repairs within five (5) working days, while taking into account weather conditions, and thereafter to maintain reasonable progress in the performance of such repairs, then the County may make such repairs and shall invoice Hardin Wind for costs incurred in connection with the repairs. To the extent that the County makes such repairs itself (rather than engaging an outside contractor to do so), then notwithstanding anything to the contrary in this Agreement, the reimbursement of costs may include allocable, direct internal labor costs (not administrative personnel or expenses) and reimbursement for usage of powered equipment (based on commercially reasonable equipment rental rates). Hardin Wind shall pay such invoiced amounts within thirty (30) days following receipt of the invoice.

ARTICLE VI FINAL RESURFACING

Section 6.1 Approval of Road Condition Prior to Final Surfacing. The condition of a Designated Road shall be subject to the approval by the County Engineer prior to the laying of any final surface upon such Designated Road; said approval shall be conditioned upon use of in-kind material as documented by the Road Condition Report. If the County Engineer does not give written

notice to Hardin Wind detailing any objections to the condition of such Designated Road within three (3) working days after notification by Hardin Wind that such Designated Road is ready for final surfacing, or if Hardin Wind and the County agree, pursuant to Section 6.2, that the County will assume responsibility for final resurfacing, the condition of such Designated Road shall be deemed acceptable by the County Engineer.

Section 6.2 Performance of Final Resurfacing by County. Hardin Wind shall provide the County with written notice of the date on which all wind turbine components (not including replacement components or spare parts) have been delivered to the installation site (the "WTG Final Delivery Date"). If the Parties mutually agree, the County shall assume responsibility for final resurfacing of any Designated Road or portion thereof that Hardin Wind repaired or to which Hardin Wind made temporary modifications or permanent improvements. Such agreement shall be reduced to writing and signed by an authorized representative of each Party. Such agreement shall provide that the County (i) fully and finally releases Hardin Wind from any obligation to resurface such Designated Road or to further improve or modify such Designated Road and (ii) indemnifies and holds harmless Hardin Wind from and against all claims and other liabilities related to or arising from or in connection with the County's resurfacing of or failure to resurface such Designated Road or the manner in which such Designated Road may be resurfaced, except to the extent such obligation arises from, or claims or liabilities relate to, a breach of the warranty set out in Article X.

ARTICLE VII HARDIN WIND PERFORMANCE ASSURANCE BOND

Section 7.1 Performance Assurance Bond. Hardin Wind shall post a bond to cover the costs of any damages made to the roads used by Hardin Wind during construction of the Project. The amount of such bond shall not exceed \$150,000 per mile of the Designated Roads affected by Hardin Wind with a cap amount of \$3,000,000.00. This cost was determined by figuring the cost of a 3" asphalt overlay including additional spot repairs. The reasonable assurance bond shall secure the performance in the amount described in Section 7.4 (the "Performance Assurance Bond") no later than the date on which Hardin Wind issues to its contractor an unlimited notice to proceed with commencement of improvements and modifications to Designated Roads pursuant to Article IV herein. The Performance Assurance Bond shall be made payable to the County and may be posted in the form of a surety bond issued by a corporation licensed to do business in Ohio and approved by the County, or other form of financial guarantee acceptable to the County. The Performance Assurance Bond shall remain in full force and effect during Hardin Wind's construction of the Project and continuing in full force and effect for two (2) years after the Date of Final Acceptance of the Project. Any Performance Assurance Bond will be in a form reasonably acceptable to the County. The Performance Assurance Bond is intended to provide the County with assurance that it will be paid by Hardin Wind for its obligations under this Agreement, but shall not in any way limit the amount of Hardin Wind's obligations or liabilities under this Agreement.

Section 7.2 Completion and Rejection Notice. Hardin Wind shall provide written notice to the County when Designated Road final surface repairs have been completed (the "Completion Notice"). Upon receipt of the Completion Notice by the County, the County Engineer shall have fifteen (15) working days to inspect the repair work and provide written notice of acceptance or rejection ("Rejection Notice") of the repair work in whole or in part. If a Rejection Notice is issued by the County, Hardin Wind shall make repairs as identified in the Rejection Notice. Upon the completion of such additional repair work, Hardin Wind shall provide the County with a

supplemental Completion Notice. If Hardin Wind disagrees with the Rejection Notice, it shall, within ten (10) working days of receipt of the Rejection Notice, provide written demand to the County requested that the County, the County Engineer, and Hardin Wind select an independent engineering firm to inspect the repair work and determine if additional repairs as demanded by the County in the Rejection Notice are required. The County and Hardin Wind shall work cooperatively to select an independent engineering firm within twenty-one (21) days of Hardin Wind's written demand. The independent engineering firm shall complete its inspection within thirty (30) days and issue its report. The determination of said independent engineering firm shall be binding upon the Parties hereto. The cost of the engineering firm for such inspection and report shall be divided evenly among the Parties hereto.

Section 7.3 Final Acceptance. The Date of Final Acceptance of all repairs shall be a) the date the County provides a notice of acceptance, b) the date the identified repairs in the Rejection Notice are completed to the reasonable satisfaction of the County, or c) the date of the written report by the independent engineering firm showing no further repairs are necessary or reasonably required. The Date of Final Acceptance triggers the start of the two (2) year period after final acceptance of construction and repair of Project Designated Roads during which the Performance Assurance Bond shall remain in full force and effect (the "Maintenance Period"). During the Maintenance Period if any Designated Road used by Hardin Wind Parties shall require reasonable repairs due to defective repair work, Hardin Wind shall, upon notification by the County, make repairs at its own cost and expense. Should Hardin Wind fail to make the repairs within a reasonable time specified in the notification, the County may cause the work to be done and may draw upon the Performance Assurance Bond as provided for in Section 7.4 to pay the entire cost or expense of the repair. Should the cost or expense exceed the amount set forth in Section 7.4, Hardin Wind shall remain liable for any additional cost or expense incurred.

Section 7.4 Draw on Performance Assurance Bond. The County may draw upon the Performance Assurance Bond only if and to the extent that Hardin Wind fails or refuses to perform repairs or to pay the cost of performing repairs under Article V of this Agreement. Draw conditions for the Performance Assurance Bond shall include the following: The County Engineer or a member of the County's Board of Commissioners shall certify that all draw conditions, which shall include the following, have been met: (i) that the County Engineer has complied with the requirements of Section 5.2, (ii) that Hardin Wind has failed or refused to perform repairs or to pay the cost of performing repairs under Article V of this Agreement, (iii) that the County has performed such work (or had such work performed for it), (iv) that the County has incurred expenses for the performance of such work, and (v) the County has evidenced to Hardin Wind the amount of such expenses. If the County draws upon the Performance Assurance Bond, the County Engineer shall provide a full accounting of the amount of the draw(s) and costs of repair to Hardin Wind.

Section 7.5 Amount of Performance Assurance Bond. During construction and repair periods the Performance Assurance Bond shall be in the amount required by Section 7.1. During the Maintenance Period, the Performance Assurance Bond shall not be more than twenty-five percent (25%) of the amount of Performance Assurance Bond required by Section 7.1. A lesser amount than twenty-five percent (25%) may be agreed to by the County and Hardin Wind. . Upon expiration of the requirement for Performance Assurance Bond two (2) years after Date of Final Acceptance of the Project (i) any previous Performance Assurance Bond shall be extinguished and of no further effect and (ii) the County shall return to Hardin Wind any original instrument evidencing such previous Performance Assurance Bond.

ARTICLE VIII FINES

Section 8.1 Imposition of Fines. Upon written notice to Hardin Wind (given by fax and by e-mail directed to the fax number and e-mail address provided by Hardin Wind for such purpose) of Hardin Wind's non-compliance with certain provision(s) of this Agreement and Hardin Wind's failure or refusal to abate, correct, or otherwise remedy such non-compliance, the County may impose a fine upon Hardin Wind, as indicated in Sections 8.2 and 8.3 below. Fines are imposed for each day of the same incident of non-compliance after expiration of the applicable notice/cure period.

Section 8.2 Amount of Fines: Notice and Cure. Provisions of non-compliance that shall subject Hardin Wind to fines, the amount of such fines, applicable notice/cure requirements, and other relevant conditions shall be as follows:

<u>Section Violated</u>	<u>Amount</u>	<u>Notice/Cure Period</u>
3.2	\$500	24 hours for non-custom, non-specialty signs; 72 hours for custom or specialty signs. Provided, that to the extent that a permanent sign is not available through the use of reasonable diligence, temporary signs are permissible and effective in avoidance of any fines that might otherwise be assessed.
3.5 (road use)	\$1,000	First occurrence warning, second occurrence subjected to fine
3.6.b (dust control)	\$500	24 hours
Article V (road or drain repair)	\$1,000	Reasonable notice under the circumstances, taking into account, among other factors, safety concerns, weather conditions, and nature of the repairs, but in any case no less thirty (30) days' notice.

Section 8.3 Payment of Fines. Hardin Wind shall pay all fines to the County within thirty (30) days of receipt of proper notice of a fine.

ARTICLE IX COUNTY INSPECTOR

The County may retain an inspector ("County Inspector") prior to and during construction of the Project. The County Inspector shall inspect all work performed by Hardin Wind within the road and ditch maintenance right-of-ways and provide written acknowledgement within five (5) working days of the date of the inspection that such repairs appear to have been made in accordance with this Agreement, where such is the case or, where such is not the case, so inform Hardin Wind in order to see that such repairs are brought into compliance with this Agreement. The County Inspector shall inform Hardin Wind of any damage noted by the County Inspector in the performance of the County

Inspector's duties. Hardin Wind shall reimburse the County for all hourly cost and expenses associated with inspections performed by the Hardin County Inspector to the Hardin County Engineer that the County incurs which are related to retention of the County Inspector to perform such duties, at the then-current County Inspector rate including benefits for each day on which work is being performed.

ARTICLE X WARRANTY

All materials supplied and workmanship performed by Hardin Wind Parties in the performance of Hardin Wind's obligations required under this Agreement shall meet the compliance standards set forth in Section 4.2 of this Agreement and be free from defects for a period of two (2) years after the completion of such work. THE WARRANTIES SET FORTH IN THE FOREGOING SENTENCE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY HARDIN WIND UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND HARDIN WIND DISCLAIMS ANY AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XI INDEMNITY

Hardin Wind shall indemnify, defend, and hold the County harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against County, its officers, Board of Commissioners, affiliates, agents, and employees and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures ("Losses"), including for personal injury or damage to third persons or property, but only to the extent that such Losses arise directly from the actions or omissions of Hardin Wind, its agents, successors, in interest or in the course of performance by Hardin Wind under or in connection with this Agreement.

ARTICLE XII OTHER PERMITS

Section 12.1 Other Permits. The County hereby permits, authorizes, and consents to the Installation and to Hardin Wind's use, maintenance, and upgrading of the Designated Roads, as described in this Agreement and Appendices A through C. Except for the following permits the County acknowledges and affirms that, as of the date of the Agreement, the County requires no further licenses, permits, or approvals issued or granted by the County for the Installation, or for such use, maintenance, and upgrading, of the Designated Roads, or for the construction, operation, and maintenance of the Project:

- a. Improvement location permit issued pursuant to the Zoning Ordinance's Wind Energy Conversion Systems Siting Regulations.

- b. Building permit issued pursuant to the Zoning Ordinance's Wind Energy Conversion Systems Siting Regulations.
- c. Any drainage permits issued by Hardin County.

Applications for all County permits not granted by this Agreement shall be subject to the County's customary review and permitting processes, if any, pursuant to statutory and regulatory authority, and in any case, processes applied consistently and in a fashion that treats Hardin Wind in a manner similar to other industrial users of County roads under similar circumstances.

Section 12.2 Evidence of Permitting of Oversized and Overweight Loads. Promptly upon the request of Hardin Wind, the County shall countersign a letter in the form of Appendix D hereto for use by the Hardin Wind Parties evidencing whether the movement and transportation of overweight and oversized vehicles, equipment, loads and other necessary equipment and materials to and from the Project have been properly permitted by the County and they have been completed and the assurance performance bond has been received by the County.

ARTICLE XIII EXCLUSION OF CERTAIN DAMAGES

Except for claims arising from physical personal injury, the Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, contribution, strict liability or any other legal theory.

ARTICLE XIV FORCE MAJEURE EVENT

Whenever performance is required of a Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; *provided, however*, that if a Party's performance of its obligations under this Agreement is prevented, delayed, or otherwise impaired at any time due to any of the following causes, then the time for performance is herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances: acts of God, war, civil commotion, riots, or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes; delays in transportation; liability to secure labor or materials in the open market; war, terrorism, sabotage, civil strife or other violence; improper or unreasonable acts or failures to act of the County; the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted; the effect of any law, proclamation, action, demand or requirement of any government agency or utility; or litigation contesting all or any portion of the right, title and interest of the County or Hardin Wind under this Agreement, or any other act or condition beyond the reasonable control of a Party hereto. If either Party experiences, or anticipates that it will experience, an event that, pursuant to this Article XIV, shall extend the time

for performance by such Party of any obligation under this Agreement, then such Party shall provide prompt written notice to the other Party of the nature and the anticipated length of such delay.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 15.1 Project Termination. If Hardin Wind abandons or terminates construction of the Project, Hardin Wind shall provide written notice to the County of such abandonment or termination of construction. In such event, this Agreement shall terminate two (2) years thereafter, or at such earlier time as the Parties shall otherwise agree to *provided however*, that if prior to any abandonment or termination Hardin Wind has not begun the use of the Designated Roads under this agreement, then this agreement shall terminate thirty (30) days after the date of the written notice, or at such earlier time as the Parties shall otherwise agree.

Section 15.2 Reimbursable Expenses. Except as otherwise expressly provided in this Agreement, where Hardin Wind is required to reimburse the County for any expense incurred by the County, Hardin Wind shall only be required to reimburse such County expenses as are reasonable, direct, reasonably documented, and which the County has incurred.

Section 15.3 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in Hardin County, Ohio.

Section 15.4 Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in Sections 2.1, 4.2, and 4.4, this Agreement may be amended only by a written agreement signed by the Parties.

Section 15.5 Assignment.

- (a) Except as provided in subsections (b) and (c) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) in the case of the County, the County's approval may only be conditioned upon the assignee or transferee agreeing to perform the obligations of Hardin Wind pursuant to this Agreement, and may not include any requirement of any additional obligations, including the payment of any sum or the performance of any additional obligation.
- (b) Hardin Wind may, without the consent of the County, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interest, and obligations under this Agreement to (i) any lender or equity investor (including any tax equity investor) providing financing for the Project as security for Hardin Wind's obligations under the financing agreements (including a

trustee or agent for the benefit of its lenders) and (ii) any power purchaser (each, a "Permitted Collateral Assignee"). In connection with any such collateral assignment to a Permitted Collateral Assignee, the County shall, upon the request of Hardin Wind, deliver to Hardin Wind and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Hardin Wind and the Permitted Collateral Assignee and which shall contain customary provisions. However, notwithstanding any provision herein to the contrary, Hardin Wind shall, in the event of any such collateral assignment, remain bound to the terms of this Agreement unless otherwise agreed by the Parties in writing.

- (c) Hardin Wind may, without the consent of the County, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate of Hardin Wind, provided that in each case the assignee agrees in writing to be bound by the terms of this agreement.
- (d) Hardin Wind will not be required to obtain consent of the County for or in connection with (i) a corporate reorganization of Hardin Wind or any of its direct or indirect affiliates, or (ii) a sale or transfer of equity interest of any direct or indirect affiliate of Hardin Wind.
- (e) All restrictions on assignment or transfer by Hardin Wind shall expire two (2) years after the final completion of construction of the Project

Section 15.6 Notices. All notices, requests, demands and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by facsimile, nationally recognized overnight delivery service, or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by nationally recognized overnight delivery service shall be acknowledged by proof of delivery from such service. Notice delivered by facsimile shall be acknowledged by return facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. All such notices, requests, demands and other communications shall be deemed to have been received by the addressee, if by first class certified mail, three (3) business days following mailing; if by facsimile, immediately following transmission; if by nationally recognized overnight delivery service, the next business day, or if by personal delivery, upon such delivery. All such notices, requests, demands and other communications shall be sent to the following addresses:

To the County: Hardin County Commissioners
One Courthouse Square, Suite 100
Kenton, Ohio 43326

To Hardin Wind LLC
c/o EverPower Wind Holdings, Inc.
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

Section 15.7 Exercise of Rights and Waiver. The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

Section 15.8 Independent Contractor, Relation of the Parties. The status of Hardin Wind under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, Hardin Wind and its officers, agents, employees representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the County. As an independent contractor, Hardin Wind shall accept full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability or other coverage required by law.

Section 15.9 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

Section 15.10 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices referenced in this Agreement are incorporated in and form a part of this Agreement.

Section 15.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 15.12 No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.

Section 15.13 Confidentiality. All data and information acquired by the County from Hardin Wind (or its affiliates, representatives, agents or contractors) in connection with the performance by Hardin Wind of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the County to any third party, and upon request of Hardin Wind will be returned thereto, except that the County will not be obligated to return any such information contained in documents generated by the County that are stored electronically by the

County. With respect to any such retained electronically stored confidential information, the County will continue to comply with the obligations of this Section 15.13. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary and customary for Hardin Wind and the County to perform their respective obligations under this Agreement. This provision will not prevent the County from providing any confidential information or in response to the reasonable request of any government agency charged with regulating the County's affairs; *provided*, that if feasible, the County will give prior notice to Hardin Wind of such disclosure and, if so requested by Hardin Wind, will have used all reasonable efforts to oppose or resist the requested disclosure, as appropriate under the circumstance, or to otherwise make such disclosure pursuant to a protective order or other similar arrangement for confidentiality.

Section 15.14 Extraordinary Events. The Parties acknowledge that during the expected life of the Project, circumstances may arise under which it will be necessary or advisable for Hardin Wind to replace major turbine components or make repairs to turbines beyond ordinary maintenance ("Extraordinary Events"), and that transportation of turbine components on overweight or oversized vehicles on or across the Designated Roads may be necessary. The Parties agree that it is impossible to predict the timing, nature, or extent to which the Designated Roads may be damaged beyond the normal amount of wear and tear by such transportation. The Parties agree that at any time during the life of Project, when Hardin Wind determines Extraordinary Events reasonably, during any sixty (60) day period, require activities which will involve more than ten (10) movements of overweight or oversized vehicles on the Designated Roads, Hardin Wind will give advance written notice of the intended movements to the County. In such event, the County may in its reasonable discretion require Hardin Wind to provide an Appendix A Update, and Hardin Wind agrees to reasonably coordinate such activities in substantially the same manner provided for in this Agreement. If the Extraordinary Events require activities which will involve more than twenty (20) movements of overweight and oversized vehicles during any sixty (60) day period, the County and Hardin Wind will work in good faith to determine amount of any performance assurance bond to be reasonably required by the County based on the possible damage to the Designated Roads caused by such movements.

Section 15.15 Decommissioning Events. Hardin Wind shall comply with Condition 16 of the Certificate issued by the Ohio Power Siting Board on March 17, 2014.

Section 15.16 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.

Section 15.17 Memorandum of Agreement. Within thirty (30) days of request from Hardin Wind, County agrees to execute a memorandum of this Agreement, in form reasonably acceptable to County, which Memorandum may be recorded by Hardin Wind in the Real Property Records of the Hardin County Recorder's Office.

[signatures appear on following pages]
including Township Trustees

HARDIN COUNTY

By Brice S. Beaman

Name BRICE S. BEAMAN

Title County Commissioner

By Randall S. Rogers

Name Randall S. Rogers

Title County Commissioner

By: Edward O. Elliott

Name: Edward O. Elliott

Title: County Commissioner

By Randy Paul

Name: Randy Paul

Title County Clerk

By: _____

Name:

Title: Township Trustee

By: _____

Name:

Title: Township Fiscal Officer

MCDONALD TOWNSHIP

By: Daniel Beute

Name: Daniel Beute

Title: Township Trustee

By: Kevin Skidmore

Name: Kevin Skidmore

Title: Township Trustee

By: John S. Acheson

Name: John S. Acheson

Title: Township Trustee

By: _____

Name:

Title: Township Fiscal Officer

County Initials _____ Harden Wind Initials _____

TAYLOR CREEK TOWNSHIP

By: Jerald E. Elvén

Name: JERARD E. ELVÉN JR

Title: Township Trustee

By: Ronald Fresthörn

Name: Ronald Fresthörn

Title: Township Trustee

By: James Bidwell

Name: James Bidwell

Title: Township Trustee

APPROVED AS TO FORM

HARDIN COUNTY PROSECUTOR

By

Name

BRADFORD W. BAILEY

Title:

PROSECUTOR

HARDIN WIND LLC

By:

Name

CHRIS SHARP

Title:

CDO

APPENDIX A

Designated Roads

APPENDIX A-1

Crane Routes

APPENDIX B

Installation

APPENDIX B-1

Installation (tabular format)

HARDIN WINDHARDIN WIND LLC
Underground Collection System – County Roads

County Road	Location Crossing	Location Parallel to County Road		Offset (RT or LT)
	County Road	Beginning Station	Ending Station	

APPENDIX B-2

Installation (map)

APPENDIX C

Driveways and Entrances

APPENDIX D

Form of Letter

[HARDIN WIND LETTERHEAD]

[DATE]

Hardin County Highway Department
[STREET]
Kenton, Ohio 43326

Attn: , COUNTY ENGINEER

RE: Blanket Road Permit for Hardin Wind

Dear Mr. :

In accordance with Section 12.2 of that certain Agreement for use, Repair, and Improvement of Roads and Repair of Drainage Facilities dated _____, 2016 by and between Hardin County, Ohio, and respective Townships and Hardin Wind LLC ("Hardin Wind"), this letter, when signed by you, will constitute a blanket road permit ("Blanket Road Permit") for Hardin Wind, its contractors and subcontractors, and each of their respective agents, employees and representatives (the "Permit Grantees") to move and transport overweight and oversized vehicles, equipment, loads and other necessary equipment and material over and across certain roads within Hardin County, Ohio in connection with the construction, operation, and maintenance of the Project.

Please acknowledge and confirm the approval and granting of the Blanket Road Permit in favor of the Permit Grantees by signing this letter in the space indicated below and returning a copy of the counter-signed document to both the Project's Construction Manager, [NAME] ([EMAIL]@.COM) and to Hardin Wind's representative, _____ (email address)

If you have any questions about this matter, please do not hesitate to contact [NAME], as follows"

Direct [NUMBER]
Cell [NUMBER]
Fax [NUMBER]
E-mail [EMAIL]

[signatures on next page]

Sincerely,

Hardin Wind LLC

By: _____
[NAME]
[TITLE]

APPROVAL AND GRANTING OF THE BLANKET
ROAD PERMIT IS HEREBY ACKNOWLEDGED
AND CONFIRMED:

By: _____
[NAME]
COUNTY ENGINEER
Hardin County, Ohio



UNITED STATES DEPARTMENT OF COMMERCE
National Telecommunications and
Information Administration
Washington, D.C. 20230

JUL - 8 2016

Mr. Seth Wilmore
Associate Director, Environmental Affairs
EVERPOWER WIND
1251 Waterfront Place, 3rd Floor
Pittsburgh, PA 15222

Re: Scioto Ridge Project: Hardin and Logan Counties, OH

Dear Mr. Wilmore:

In response to your request on May 10, 2016, the National Telecommunications and Information Administration provided to the federal agencies represented in the Interdepartment Radio Advisory Committee (IRAC) the plans for the Scioto Ridge Project, located in Hardin and Logan Counties, Ohio.

After a 45+ day period of review, there were no federal agencies that identified concerns regarding blockage of its radio frequency transmissions.

While the other IRAC agencies did not identify any concerns regarding radio frequency blockage, this does not eliminate the need for the wind energy facilities to meet any other requirements specified by law related to these agencies. For example, this review by the IRAC does not eliminate any need that may exist to coordinate with the Federal Aviation Administration concerning flight obstruction.

Thank you for the opportunity to review this proposal.

Sincerely,

Peter A. Tenhula
Deputy Associate Administrator
Office of Spectrum Management

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/19/2016 5:28:46 PM

in

Case No(s). 13-1177-EL-BGN, 13-1767-EL-BSB, 13-1768-EL-BTX

Summary: Correspondence - Condition Compliance electronically filed by Mr. Michael J. Settineri on behalf of Hardin Wind LLC