

DRAINAGE MEETING WITH PRIVATE DRAINAGE TRUSTEES
Wednesday, February 19, 2020 12:30 PM

2/19/2020 - Minutes

1. Open Meeting

Hardin County Drainage District Chairperson, Lance Granzow opened the meeting. Also present were Trustee BJ Hoffman; Trustee Renee McClellan; Private Trustees George Ioger, Westhenry Ioger, Harold Roske, Harold Muller, Steve Marten, Jeff Roberts, Leonard Penning, John Kix, Russell Smith, Art Hensing; Landowners, Adam Seward, Craig Froning, Kay Froning, Curt Groen; Brad King, Vice President, Midwest Development of RWE Renewables; Josh Odom, Senior Development Manager, RWE Renewables; Bette Dossman, RWE Renewables; Tom Miller, Westwood Professional Services; Mark Buschkamp, Iowa Falls Economic Development Director; Darrell Meyer, County Attorney; Lee Gallentine, Clapsaddle-Garber Associates; James Sweeney, Clapsaddle-Garber Associates; and Drainage Clerk Denise Smith.

2. Approve Agenda

Motion by McClellan to approve the agenda. Second by Hoffman. All ayes. Motion carried.

3. Introductions/Attendance

Introductions were made and attendance was verified.

4. Discuss W Possible Action -Wind Turbine Ordinance And Drainage Utility Permit Language & Process

Granzow introduced that we have had a Utility Permit Application, and some of the things that we are discussing changing on these Permits, with the windmills proposing, we have asked for a moratorium on new windmill construction, so that we can take the time to review these permits and have an updated permit and process in place. A lot of the reasons we are updating the policy is to protect our drainage facilities. We have invited you all in today to discuss these policies for the whole county not just where the new windmills are being proposed.

Gallentine stated that the drainage permit policy was put in place a few years ago. There is a code section of Iowa Drainage Law that states if a utility crosses a drainage district they need to get an easement. So as an extension of that, Hardin County came up with this permit process. The way the permit process is supposed to work is that when the construction is occurring, the Utility would contact the Drainage District or their representative, which is typically CGA. CGA would come out, observe as the Utility contractor uncovers the drainage district tile, while they are crossing it, the Utility is required to cross underneath district tile, and then CGA would document that and that they had not impacted the tile and that they maintain the clearance level. CGA then reports that back to the district Trustees. The Utility is also typically required to install a sign there, sometimes that isn't feasible if it is in the road ditch bottom, etc. So that is typically how the Drainage Utility Permit Process typically happens, and that has had varying degrees of success. Some local utilities, like Heart of Iowa are very good and do their own work, some other utilities contract the work out, and it gets sub-contracted out multiple times, and by the time they get to the job the contractor doesn't have a clue he is supposed to call/notify anyone and may not even have a clue what drainage tile is. Gallentine assumes a wind turbine would fall under the same Utility Permit process scenario.

Granzow stated that usually when we grant a Utility permit, it is in the road right of way, with wind turbines, the work would not be in the right of way. Granzow went on that the Private Trustees are Trustees of their own districts, and the wind turbine companies should be coming to the Private Trustees as well for permitting. Granzow stated we have been looking at changing the Utility Permit process, for wind turbines to tunnel under our drainage tile may not be feasible in all cases as we have tile buried 12' to 14' deep. One of the concerns, was that if the WEC transmission lines go over the top of tile, it should not cost the drainage districts any more for added costs. Gallentine stated the under the current process, the utility company is supposed to pay for the engineer's oversight costs, not the drainage district. That has met some resistance with some utilities who state we are careful, just trust us, some companies are better to work with and recognize that as a cost of doing business, however accidents do happen sometimes, and

sometimes people are not aware of what tile is, there are some good installations out there too.

Granzow stated we want to make sure that the process goes smoothly and we do not interrupt drainage to our landowners, so that is why we called everyone in, to review our policies, to see if you have suggestions, or if you want to follow the same policy we use. Hoffman stated the public education of the people in the drainage districts are paramount to making this process work. When Hoffman had been contacted as a Supervisor about drainage, the knowledge level is all over the spectrum. When explaining how the percent of benefit works, and how what one landowner pays compared to another landowner may be different, and explaining how the percent of benefit works, people may be unaware how and why they pay different amounts for a project. For people outside of drainage districts, that have never had an assessment, that may become quite a point of contention. Hoffman stated his family owns property in a district but has only had one assessment in 30 years, and were unaware that drainage districts were a thing. Hoffman wants to make sure that although we can't protect people from themselves, we want to make sure that as Private Trustees, you have the information you need to answer questions and provide your landowners the best information possible. It was noted by Hoffman, that our absentee landowners and their tenants need to be kept well aware of what is going on. Hoffman continued that we should be happy we still have some local control and governance to utilize that control, and it is important for all the private Trustees as leaders, to gather as much information as they can, to make educated and informed decisions.

It was asked by George Ioger, if each drainage district could write their own permit or were they required to use the one used by the county. Gallentine noted that Code states the utility is just required to get an easement from the district. It was discussed that the Private Trustee districts could take the county's permit and modify it to their liking and use that. Smith stated no alterations have been made to the current Drainage Utility Permit yet, that we were seeking Private Trustee input before doing so. Granzow stated the permit needs revision, as it may not fit each situation as it is currently written. Gallentine stated the big issue is that a lot of contractors and subcontractors view this as, the contractor will plow in their utility and if water pops up the contractor will come back and fix it. Gallentine stated we should just avoid damaging the tile to start with, drainage was here first and the new utilities can put their lines in around it.

County Attorney Darrell Meyer stated that if each district wanted to adopt this permit as their policy, they could just file something with the Drainage Clerk that states we have adopted this document as our policy. Meyer noted that it is great that the WEC's promised to fix any issues, but the Private Trustees should view themselves as landlords and that there will be a tenant on that land for 30 years, do you want some damage deposit money upfront or do you want to chase them at the end of the lease, Meyer stated he believes it is better risk management to have a sufficient deposit upfront that the WEC's must maintain so that you have to fix the problem upfront that you identify, then if it is disputed, the WEC's are just arguing if they will get their money back rather than worrying if there was enough money there to fix it to begin with. Smith stated that if the Trustees choose to make this or any document their policies, the Private Trustees just need to write up their meeting minutes, with signatures for all 3 Trustees, stating that they have chosen this as their policy so it can be added to the District's records. It was asked if this needed to be an official meeting with all landowners present. Smith stated it could just be a meeting with a quorum of their Trustees for that district.

It was asked if neighboring counties have a similar policy. Hoffman stated he spoke with Grundy County Supervisor Barb Smith this past week, and Supervisor Smith asked Hoffman to keep an open mind on the WEC's. Hoffman stated that what Supervisor Smith failed to realize was that Grundy County is unique compared to Hardin County in that Grundy County has 1 drainage district, no state parks, no greenbelt, and fewer conservation areas. Supervisor Smith agreed we have different variables and Grundy County's policy may not meet the needs of Hardin County, everything we do here is unique to Hardin County. Gallentine spoke to Franklin County, in which they just finished a wind turbine project by Latimer. The Franklin County Supervisors, acting as Trustees, had a separate agreement with the WEC that anytime a transmission line crossed a district facility, which is mostly tile in that area, they had CGA on site, the contractor had to expose the tile and CGA had to verify the transmission line was buried underneath the tile. Gallentine went on to say the 2 largest cranes used on the project would cross that tile line with a crane walk, CGA had to be on-site to watch that area during the crane walk. The contractor would put out mats that are 12" to 18" thick, when the crane is pulled up onto the mat, they can compress flush with the ground, and when the crane comes back off it, the mat comes right back up out of the ground. That Franklin County Attorney recommit the utility pay the costs of observation, however they did not have the utility pay CGA directly, but

instead they recommend CGA submits their bills directly to the county so it is clear that CGA is working for the County and the drainage constituents, so CGA is not receiving compensation directly from the utility company. Gallentine stated when that crane mat goes down 12" to 18", he can't tell you what gave way underneath, whether if it is dirt or tile. It was asked if we currently have language for observation for heavy equipment traversing over the top of tile lines in our permit. Granzow stated we did not, that language would have to be added to the permit.

Granzow suggested we have tile televised before WEC construction and again after WEC construction, so that we can determine if damage was done during WEC work or if it was already broken, this would remove all doubt of when the damage occurred. Gallentine stated that Franklin County had a second WEC project near Bradford, while there are fewer districts near Bradford, and now, ten years later, they are still finding issues that need fixed because they did not have anyone in the field during construction as a District representative. It was noted that the issues being discussed are just with district tile and does not include any possible impacts or regulations on private tile.

The moratorium was discussed, it was asked if Madison County had a ban on new WEC's. Hoffman stated that his colleague, Phill Clifton, Madison County Supervisor, stated they did not have an ordinance at all, and if WEC's got a conditional use permit they could build new wind turbines. So Madison County placed a moratorium on new construction, and Clifton voted no because it was an indefinite moratorium. It was thought that if the moratorium was indefinite, the WEC's would just go away. Clifton hoped to develop a 6 month moratorium while they developed an ordinance, so instead of taking all county board's and committee's inputs, they have just halted all new development. Jessica Sheridan, stated they are working on developing a new ordinance in Madison County.

It was asked how much interest there was in the county for new turbine construction, Hoffman stated we need to keep the meeting cordial, and that we can have an open dialogue with the developers that are here today. It was asked if each district could have it's own moratorium. Gallentine stated the each district has its own Trustees that are in charge of it, so it is up to those Trustees to grant that permit request or not. If those Trustees are the Supervisors, they can put a moratorium on everything as Supervisors, but they have no authority as Trustees in a Private district, they have authority as Supervisors, but not the Drainage Trustees. Granzow asked that if an individual district says that if they don't want a wind turbine, they can not approve any permits. Gallentine stated that there can be windmills, but the Trustees have the authority to not allow the WEC's to cross their tile lines, if they can put up a turbine where they never cross your tile, the WEC's can still do that, the Trustees only have authority over the tile or the open ditch, and noted he was not an attorney.

Westhenry loger asked is Private Trustees have the right to not issue the permit. Gallentine stated yes but all that is stopping is their right to cross the tile line, and recommended if a Trustee is thinking of doing that, they should consult with an attorney first. Jessica Sheridan, stated that you should make sure your objections are based on drainage and not personal feelings. James Sweeney stated that with the new ordinance, there is a review by the Board of Adjustment, Jessica Sheridan stated that any applicant for a new turbine has to get approval from each of the Boards and Commissions on the list before they can even submit a conditional use application to the County. One of those groups on the list are the Drainage Trustees and also the Drainage Clerk, because the clerk needs to ensure the project is not going through a drainage ditch. It was noted that by default, the Supervisors are the Drainage District Trustees for all districts within Hardin County. If landowners wish to have control of their district, the majority of landowners can petition for Private Trustee management, and that the Private Trustees present today, represent districts, that sometime in their 100 year old history, have voted to do.

Brad King, Vice President of Midwest Development, of RWE Renewables, along with Josh Odom, Senior Development Manager of RWE Renewables introduced themselves, and stated they were here to answer any questions and concerns the group might have. They have been working on the project here in Hardin County for the last two years. Kings stated they have seen a lot of support but as part of the normal development process there is a lot of questions or concerns relative to drainage. King states their private agreements address that, and there is about a page of language that states that if we break it, we fix. As part of a best practices plan, they usually look to put together a drainage agreement, with counties or private landowners, very similar to what the Hardin County application spells out, with the appropriate language that spells out their obligations as part of that construction insight and process. It was asked if

any of their lines would be plowed in. King stated that no they were not, it was all installed with an open trench, either a 16" or 18" open trench. Typically, during the collection line installation, anytime they identify a tile location, they stop, mark it, take a picture and GPS the location, then the repair crews come in, and then the tile line gets repaired as those lines go in. Any damage gets repaired with a rigid structure prior to that ditch being filled back in.

It was asked how much of an issue will the RWE fix, for example, drainage issues that don't show up right away may include a break in pattern tile, which could become silted in, how much of the tile would actually be repaired. King replied some companies will put a sunset on repairs in their agreements, but RWE will have maps that show where their collection lines went, that also includes crane walks, but they commit to repairs for life of the project. If it is damage that they did, that results in loss of production or loss of yield, they would address that and fix it. Granzow asked if they break a tile and flood out 160 acres, would they pay those damages, and King stated they would. Gallentine asked if they would be open to boring under district tile, because going over private tile may be ok, especially smaller tile, but he did not think that RWE would want to open cut over a 36" flowing concrete tile, because their trench would fill in so quick. King stated if it were district tile, RWE would come to the county and ask where all of their district tile is, and try to design their collection around that so as to avoid it as much as possible. Beyond that King stated they would bore under those larger tile lines. Gallentine stated in Franklin County the contractor was given a digitized copy of their 100 year old drainage maps, and said at this coordinate, there should be a tile, despite the location being on top of a hill. Those contractors were from Georgia and had no experience with drainage tile, to know to look at the bottom of the hill rather than the top of the hill. Eventually they would find it, but of all the crossings in Franklin County the turbine company only hit two tile, due to last minute changes. Gallentine stated if the contractor takes the effort on the front end, it can be a nice process.

King stated they have built lots of projects in the midwest, they have one in Indiana and several in Illinois, and they are well versed in working around tile, so they should be able to figure out the language and technical specification to identify any concerns that folks might have. Gallentine stated that Franklin County's project did try to utilize ground penetrating radar to locate tile lines, with very little success, it did not produce much good data. King stated they would like the landowner and their own tile person to be present when they do the work, to ensure that if a tile is damaged, it is repaired to the landowners satisfaction. King went on that they do a lot of consultation ahead of time so they have a construction schedule that tells them where they will be on any given day, and reach out to those landowners, and then they map and GPS all the tile locations that are then provided to landowners post construction. Josh Odom, stated they usually give landowners three options for tile repair, RWE's contractor can repair it, the landowner can fix it on their own, and RWE will reimburse them for their equipment and materials to do that, or if there is a local tile installer and they can do the repair and RWE will pay the bills.

Gallentine stated that the landowners know their fields better than anyone, and their information and knowledge is invaluable to any contractor doing work in their field. Granzow stated he is aware that when working on tile and RWE has an easement, but if there are additional engineering costs for Districts to work around wind turbine installations, when Districts do a new project those additional costs should not be passed on to our district landowners, those additional costs should be paid by RWE. Gallentine stated that with erosion on an existing tile, and we do a repair that requires the new tile to be laid deeper, and if the wind turbine's cables or the tile need to be moved because of our deepening, who bears that cost. King stated if there are an additional cost to landowners because of their facilities, that is something that RWE would look to reimburse for.

Granzow stated that we are asking, because we have seen increased costs for engineering due to our issues with the railroads, and we hope to not pass those costs on to landowners. King stated we have had to reroute turbine lines if there is a specific facility that is in the way, and they try to avoid district tile as much as is possible. Granzow expressed concern that landowners that have not signed up for an easement with RWE, should not bear additional costs because their neighbors have agreed to a turbine easement. King noted that if they break it they fix it, so that they restore those drainage characteristics, so that if we break it your property, we fix it so the neighbor next door is not having an adverse effect. It was asked how deep the turbine lines are buried, King states they bury to 4' of overhead cover, and have gone down to 5' of overhead cover based on county regulations.

The were questions about RWE's development plan in Hardin County. King stated right now there are no

expansion plans in Hardin County, and that they have been working on a project in Hardin County. The ordinance and permitting process is separate than some of the other agreements that go into a project development. These projects are usually permitted with a conditional or special use permit which then has conditions to prior to building permit receipt, and those include your road use agreements which dictate repairs and improvement, drainage district agreements, decommissioning agreements. Those are all things RWE will look at and enter into with a county, to make sure that it spells it out to RWE what their protections are and it spells out to the County and landowners what RWE's commitment is to them. Odom shared that RWE is independent of any previous turbine projects in the county, they currently have over 21,000 acres leased with landowners in the area, which cover 121 individual leases in the project area, and that they worked with the landowners to assuage their concerns over tile damage. Any damage that RWE causes, they will fix over the lifetime of this project, because sometimes tile issues don't pop up right away. If it does pop up years later, and RWE knows it was caused by them, they will come back and fix it. King stated there is a lot of scary misinformation out there, and he thanked the group for allowing RWE to be there and answer their concerns.

King went on that RWE has lots of projects in the midwest they have worked with and wanted to ensure that the group was informed and comfortable with RWE obligations, technical specifications and financial assurances to make sure that they are well informed as they craft this permit. McClellan asked about RWE's company having changed hands over time, and what impact that may have on their easement agreements and obligations, should the company change ownership or have a bankruptcy in the future. King stated there was a merger between Eon and RWE Renewables, and that does not change any of their obligations in their existing agreements. Landowners asked what happens to those obligations if this company is sold off two or three times in the future. King assured that historically they have been a developer and owner operator of projects and state hypothetically if a project were sold, the buyer would be contractually obligated to all of their existing contracts. One of the questions folks most often have go back to decommissioning, if RWE were no longer here, 15 to 20 years from now, what would happen to the project. All of the contracts have clauses in them that carry over to any assignees or buyers, and that contract would go along with that sale. There is a decommissioning plan and post decommissioning assurance that says if something were to happen to RWE there would be economic funds set aside to decommission the project. Jessica Sheridan stated there is language in our ordinance to cover that possibility. McClellan wanted to ensure if there were bankruptcy or foreclosure that the decommissioning were still covered. King replied yes.

Sheridan asked about a local RWE contact who can make decisions about drainage issues, she stated that there was a landowner who has a friend in western Iowa with drainage problems as a result of wind turbine installation that struggled to make contact with the turbine company to get it repaired, and the local contact in Omaha had no actual authority to get the drainage issue approved for repair. Smith stated that the landowner who reports a drainage issue may not be the landowner with the signed easement with RWE and may not have access to any contact information for someone at RWE. King stated that each project will have a local maintenance and operations building, with maintenance and operations staff. Those offices are open during regular business hours, and they do have a 24/7 dispatch center number that can be reached in an emergency, there will be an on-site construction manager whose information can be provided as well that a broken tile line could be reported to during construction. Once construction is complete and it goes into operation, there will also be an on-site site supervisor that issues can be reported to as well. It was asked if our ordinance currently states that those contact numbers need to be provided. Sheridan stated it is not now but will be added to the ordinance.

It was asked what townships will be involved in the current project under development. Odom stated it will be in Alden, Buckeye, Sherman and Tipton townships. It was asked if this would be an expansion of the Radcliffe site. Odom stated no, this will be construction of new turbines. McClellan asked if they know now how many turbines will be built. Odom stated they do not have an exact number right now but they anticipate between 66 and 100 units depending on the size of the actual turbine. It will be up to a 200 megawatt project. It was asked where the closest transmission line will be. Odom stated it is north of Iowa Falls and goes into Franklin County. George Ioger inquired as to the timeliness of damage payments, and stated he has neighbors that are 2 years plus spent trying to get their damage payments from another turbine company. King stated he was not sure if it was specifically spelled out but their damage payment is within 45 days of confirmation of damage reported, they will do calculation on acres, crop prices, and within 45 days of verification payment will be made. Odom state they have already paid one damage claim arising

from trucks installing the meteorological tower, leaving ruts in a just planted field, and they waited till the crop came up and determined the landowner lost 1/4 of an acre of corn. Odom said the process took about 3 weeks until the time the landowner reached out about the damage in the field and the time the check was cut.

It was asked by Sweeney if there was a fund established by the new ordinance, that would be used for damages, and though it was \$50,000, and once a claim was filed and the fund depleted it would be replenished by the turbine company. King stated that RWE company policy stated that there is money to be held to be paid to the recipient of any damage. Sheridan stated for that each WEC application that includes an area with a public drainage system, the applicant shall provide and maintain a security deposit in the amount of \$50,000 to be held by Hardin County and to be used by Hardin County to make repairs during the productive life of the WEC. King states if there is damage that done by RWE that they don't fix themselves, and there is loss or damage due to that there is a separate fund to pay those damages. Sweeney states it is worth noting that there is difference between the RWE company policy, this is airtight or well written and up to the farmer and Trustees that the agreement they entered into themselves is well written but that the company still has to adhere to this county ordinance.

McClellan asks if there is a disagreement as to who caused the damage, who bears the burden of proof on whether RWE caused the damages or not. King stated that there is some dispute resolution language in their easements/contracts that specifies a third party dispute resolution process. McClellan asked if a drainage complaint is made with RWE, how long does it take them to come out and investigate if it was their problem or not. King stated usually a matter of days, since they have on-site staff, it was noted that when they are trenching in tile, any damage is photographed and GPS location noted, and a map will be provided to the landowner, so that they can look at it together later and figure out the drainage issue. In King's experience, he has not seen a drainage issue not be resolved and have to go to dispute resolution. McClellan asked if RWE would provide those GPS locations of damage on district tile to the county for our records. King stated they would. It was discussed who a mediator would be, and it was discussed that perhaps the Drainage Utility permit would be the best place to include dispute resolution language and who would pay for that. Landowners suggested perhaps the losing side has to pay for the winning sides attorney fees, because that makes things more reasonable before a lawsuit gets started.

It was asked what type of cabling was buried by RWE. Odom stated the turbines underground cabling consists of bundles of triplex (3 wires), above that is communications cable and fiber-optic cable and above that is warning tape, so if there is ever excavation in the area you would hit that warning tape before impacting any other cables.

Smith stated that we had received many questions in phone calls from landowners about decommissioning of wind turbines, and asked if King could address what that process looks like for a landowner that may not be the one with the turbine site, but may be his neighbor, so that the neighbors may understand that process as they don't see the company's easements and contracts to have that information. King stated decommissioning was way in the future and a common question. When they start a project they do a decommission analysis and a decommissioning plan that basically says here are our specifications, and we will remove everything down to 5' below ground surface and as part of the plan, there is a third party engineer that says what is the price of decommissioning and salvage. RWE will look at that delta and then put into place financial assurances based on that, and then they revisit that every 5 years to see if decommissioning has gotten more expensive, have materials gotten cheaper or more expensive to make sure the appropriate amount of money is in place to do the decommissioning. The plan itself will spell out what needs to be decommissioned, typically they don't recommend decommissioning deeper than where their cable is buried, because that would force them to cut all the tile again to get it out. So typically if we bury to 5' depth, we would decommission down to that 4' depth, and remove everything down to that depth, whether it is 4' or 5', typically the cable stays in the ground. King states RWE would remove the majority of the foundation to that depth. Access roads can be kept by the farmer if they choose, if the farmer does not want to keep the access roads, it can be removed by RWE. Odom stated will remove access roads unless requested by the owner, some owners find they like the access roads to use to load out crops.

It was asked if the new ordinance has decommissioning language in it, Sheridan stated it has 130% of decommissioning costs. King stated that if they go in too deep for removal it causes double damage due to heavy equipment. It was asked how deep are the foundations. Odom state the typical foundation is 60'

across by 16' deep depending on ground conditions, it is a large spreadfoot foundation, reinforced with rebar. The round pedestal base you see above ground is about 3' tall, the entire base contains about 35 tons of rebar and 300 to 400 cubic yards of concrete. There were questions about what is the deepest reasonable depth of removal, as some of the concerns we heard from farmers were that the removal needs to be as deep as possible. King replied that removal depth on most projects in the country are 4' and the last project they did in Illinois was 5' removal depth. RWE was the first signatories of a state level agricultural impact agreement with the Illinois Department of Agriculture and that specified 5' removal depth. Gallentine asked how deep their cable was, King replied their cable was 5' deep and they removed to just 5' of overhead cover, and the cable trench is 6' deep, so the cable remained in the bottom of the trench. Sheridan asked if we specified a 6' depth, would they bury cable to 6' depth. King replied that every foot we go deeper, adds significant costs. Granzow asked if we are decommissioning if we could have a different depth for the pedestal removal than the cable removal. King stated what has historically driven the pedestal removal, is how much do you need to remove to make that ground tenable again. Sheridan asked if King agreed that the land where the pedestal lies would no longer be tenable. King stated there would be a yield difference but you could still plant on it, Gallentine stated it would be much like demoing an acreage, you can still plant on it but there may always be a yield difference.

Sweeney asked if a pedestal base was made shorter or taller based on county ordinances. King replied that pedestal would be gone, and it would depend on costs and code requirements on how much further they would remove foundation. King stated that with their negotiations with Illinois Department of Agriculture, they felt that the 5' depth they specified would be reasonable, and RWE was one of the first companies to sign on with that depth, and now it is the standard within the state. King stated the pedestal would remain the same height based on engineering designs, and then they would just remove additional foundation material to meet the 5' depth of removal. Sheridan asked if in their agreements with landowners, does RWE only remove the above ground 3' of the pedestal and the landowner removes the further amounts or is RWE responsible to remove all material to that 4' or 5' depth. Odom stated that their contracts obligate them to remove to the 4' depth, and everyone who has signed on with us are comfortable with that. King says their lease says 4' , and if he county decides it should be 5' they will not go back to the landowner and say well our lease only goes to 4', they would do 5' removal consistently across the project.

King stated one of the things RWE would ask is what requirements they will have going forward, and they would like this to be as consistent as possible. They would like the county drainage requirements be consistent county wide. McClellan stated we need to look out for our future farming generations, is 4' enough of a removal depth when considering erosion and what kind of farm equipment will we have by then. King stated generational considerations are why we do what we do, looking at climate change, and environmental benefits and also the economic benefits that wind turbines can provide to a community to allow family farming to continue, those concerns are spot on.

Granzow asked about concerns about vibrations the turbines put off with clay tiles. King stated they continuously consult with US Fish and Wildlife and DNR for environmental impacts. Granzow stated he is specifically concerned with 100 year old clay drainage tiles, if these turbines are vibrating, what is keeping those vibrations from damaging clay tile, shortening the life of the tile and collapsing it. King stated that he has not seen any correlations between vibrations and damage to tile.

Granzow asked if there was any specific language in our ordinance that the private Trustees would like to see accepted in their ordinance. Westhenry loger addressed the Supervisors acting as Drainage Trustees, and fellow Trustees, to remind them to talk to the farmers in their districts, to keep listening to them, and it is appreciated. Westhenry loger went on to thank the RWE representatives for being here, but stated they will not come here and tell us that this is a bad idea, they are trying to sell this project to the farmers. loger asked the Trustees to talk to some of the other farmers who have been tied up for 2 years with WEC's trying to get their tile/crop damage reimbursement money out of them, and encouraged the Trustees to see what problems those farmers have had, so that we can put that in our agreement, to try and avoid those problems in the future. We do not want to go the route that a lot of our neighbors have with these problems. loger continued that another big concern he has is WEC going into bankruptcy, he says that they can put repair money in escrow accounts and if RWE goes bankrupt that money may be gone, and who would pay your damages then, and the big expense of getting a turbine out of your field. He would like to see stricter regulations in place now, to ensure farmers can get access to repair money in the event of a RWE bankruptcy. Drainage law is very complicated and he has a concern that anytime there is an issue with

these large corporations, you would need to get a lawyer involved, and we are little guys compared to these large corporations, you can win but legal costs are high, and it may not be worth it. Loger, would like the WEC's to pay their fair share of legal costs in any lawsuit related to drainage, especially if the WEC is determined to be at fault.

Granzow asked how many districts RWE is proposing to go through. Granzow stated it is a common cause for a small district, that small district may only have 5 landowners, and there is no way they could absorb those high legal costs, they would not be able to contend if there is a disagreement. Granzow pointed out that RWE would not be talking just to the Supervisors as Trustees, but to every district in the county, of which there are over 200 in this county, and to those private Trustees as well. King stated it was an understandable concern, and asked they they not all be lumped together as wind developers. There are good wind developers, and they have seen some projects that have not been developed as responsibly as they should have, but RWE is here and will continue to be here, and are committed to working with you. Westhenry loger stated, he appreciates that King is willing to work with them but in 5 years it will most likely be someone else in King's place, and who knows what your company will look like in 10 to 20 years. King states that the language you feel comfortable with will protect you throughout the life of your contract.

Adam Seward stated he is suspicious of the harmonics caused by the vibrations with the relationship to clay tile, and he states that while RWE does not see the relationship, Seward asked if there is any other way besides televising that we could go in and get an idea of what tile looks like before turbine construction to create a baseline record before damage occurs. Gallentine stated the questions with harmonics is the same as with any cause of tile failure, you can do televising and there is a laser scanning technique that you can do that will create a 3D model of the tile interior. This would allow you to actually measure any tile deflection over time, compared to a previous scan. However the cost of this laser scanning would be about 20 times the cost of televising a tile, beyond that Gallentine is not aware of any other options to record tile conditions. Seward is concerned with added vibrations of wind turbines, along with heavy equipment may be too much for old clay tiles, and there may need to be better verbage in the permitting process, and this could end up with very costly repairs to districts.

One landowner brought up concerns about wildlife impact, he stated he found a woman parked on a turbine access road in his field, and he asked her what she was doing, she replied she was looking for dead bats under the turbine. King stated from a security standpoint, they typically don't gate their access roads, but if a landowner would like them gated they can do that. King stated one of the common questions they get is about bird and bat mortality. King stated RWE does extensive preconstruction avian analysis to determine if there are conditions in this area, that will in create a negative impact to local bird and bat species. To confirm their findings they go back post construction, once a turbine is operating, they will go back and reanalyze to see if what they thought is accurate and make sure they are not having an adverse effect. King stated that statistically, cars, cats and tall buildings kill more birds than wind turbines. Odom stated we are doing avian surveys right now, they have employed biologists to go out with binoculars to go out and observe and record wild bird species counts and build that database of what is in the area. McClellan stated we have Conservation areas that have bird watching facilities and that is a tourism draw for Hardin County.

Granzow stated we will put a drainage application package together and we will hand it out to each of the Private Trustees, so that they can review it , approve it or adopt as they see fit for their districts. We just want to make sure that our concerns for protecting district tile facilities are ensured. Gallentine stated the Franklin County project involved only Supervisor controlled districts, there were no private districts involved, and that is how the Supervisors, acting as Drainage Trustees, were able to sign all of the wind turbine permit applications as they were in charge of all the districts.

Sheridan stated if anyone has comments or concerns as to what they would like in the utility permit application, they have time to get those into the Drainage Clerk, as the Ordinance will have reference to the permit, but they have time to put together and edit the permit. Smith stated if you have comments or concerns, you can email those to the Drainage Clerk and she will share them with the Supervisors, and those can be included in the revision of the permit.

Landowner Steve Marten, stated if repair costs due to turbine constructions were ever assessed to landowners, it should be respective of who has those wind turbines on their property and who does not. Gallentine stated that current Iowa Drainage Code states that anything done in a district has to be

assessed based on the current assessment schedule, which is based off of drainage benefits, there is a little room in there is benefits are based off of preventing erosion, but it is all drainage and water related. Marten states if someone is going to be assessed for repairs on a project, and they receive financial benefits from those wind turbines, they should have to pay their fair share. Granzow stated as part of the permitting, those costs caused by the WEC's should be paid by the WEC's. Marten stated the process should be in place to prevent those costs being passed on to the landowner from happening. One of the landowners expressed concerns about the WEC's working in too wet ground conditions, and doing additional damage to tile or fields, and that there should be some language in place to allow the landowner some protections. King stated there are weather days built into the contracts with landowners to make sure they are not constructing when they should not be. Gallentine stated in Franklin County, there were a lot of crane walks that were postponed due to wet conditions.

Granzow asked if all the parcels in the project were being leased or purchased. King stated they are all leased with the exception of ground purchased for a collector substation where the ground lines come in and the ground for the switch yard interconnect has been deeded to the utility, otherwise there have been no purchases. Seward asked if there were maps available as to where they will locate or would like to locate. Odom stated we are done with land acquisition at this time, so they will work with landowners going forward on how sites will be connected. Seward asked if RWE had a copy of a landowner lease they could share. Odom stated he did not have one with him. Smith asked where would the local operations center for this project be located. Odom stated it would be centrally located and that location is to be determined, and it is usually with our collector substation, which is also a purchased parcel. It was asked if the leases are recorded at the Courthouse, Odom replied there is a memorandum at the Courthouse.

It was mentioned there was another separate meeting with RWE and the Board of Adjustment to follow this one, and anyone that wishes to attend may do so.

5. Other Business

6. Adjourn Meeting

Motion by Hoffman to adjourn, second by Granzow. All ayes. Motion carried.