



CASS COUNTY, INDIANA

HARVEST WIND ENERGY, LLC PROJECT

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Relationship between County and Developer

Objectives

- Maximize the economic benefits to the County
- Facilitate use of County roads to safely complete the project
- Protect and improve County assets

Agreements

- Economic Development Agreement
- Road Use Agreement
- Decommissioning Agreement

Economic Development Agreement

The Project

- 200 MW
- Estimated investment of \$335,000,000
- \$1,400,000 in landowner payments
- 6 to 10 full- time permanent jobs
- \$65,000 to \$90,000 per job



Economic Development Agreement

Financial Terms

- \$5,000,000 in Economic Development Payments
 - Payable in 4 equal annual payments starting on date of the commencement of construction
 - Use of the payments determined by the Commissioners and the Council
 - \$25,000 for each MW over 200 MW
 - Guaranteed by RES America Developments Inc.

Economic Development Agreement

Financial Terms

- Minimum Assessed Value of \$101,000,000
 - Despite any change in law or investment, the project shall have the minimum assessed value
 - Protects tax base, preserving lower tax rates and additional tax revenue
 - Ensures benefit of diversified tax base in County
- Ten year tax abatement for 55% of assessed value

Economic Development Agreement

Land Use Protections

- Minimum property line setbacks from a non-participant will be 1,000 feet
- Minimum setbacks from an occupied residential dwelling will be 1,640 feet
- Maximum decibel level standards from an occupied residential dwelling will not exceed 50dba measured 50 feet from the nearest corner of the dwelling

Road Use Agreement

Prior to Developer Use of County Roads

- Specific roads identified at least 60 days in advance
- Affected drains identified at least 60 days in advance
- Road condition report prepared
- Road and drains upgraded to accommodate use
- All subject to County approval



Road Use Agreement

Developer Use of County Roads

- Developer coordinates with County all temporary road closures
- Road closures communicated with public entities in advance
- Developer required implement dust control measures
- Developer required to promptly repair road damage
- Fines imposed for violations by Developer

Road Use Agreement

After Use of County Roads

- Developer required to restore all damaged roads and drains
- Repairs made to specifications approved by the County
- Condition will be as good, if not better, than current condition
- Warranty of all repairs for three years

Road Use Agreement

Financial Assurance

- All repair obligations secured by third party
- Security may be used by County to pay cost of repairs if Developer fails to complete
- Provided prior to start of construction
- Provider and terms of security approved by County
- Amount of security based on cost estimates approved by County

Decommissioning Agreement

- Requires removal of turbines and other improvements
 - Applies when no electricity generated for 12 consecutive months
 - In addition to decommissioning required in property leases
- Decommissioning costs secured by third party
 - Allows County to decommission if Developer fails to do so or if security not renewed
 - County approves security and expert determining decommissioning cost estimate