

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF COMMISSIONERS OF THE COUNTY OF CONVERSE, WYOMING,
THE CITY OF DOUGLAS, WYOMING, THE TOWN OF GLENROCK, WYOMING,
THE TOWN OF ROLLING HILLS, WYOMING, THE TOWN OF LOST SPRINGS,
WYOMING, THE BOARD OF COMMISSIONERS OF THE COUNTY OF NATRONA,
WYOMING, THE CITY OF CASPER, WYOMING, THE TOWN OF EVANSVILLE,
WYOMING, THE TOWN OF BAR NUNN, WYOMING, THE TOWN OF MILLS,
WYOMING, FOR IMPACT ASSISTANCE FUNDS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this 8th day of May, 2019, by and between the Board of Commissioners of the County of Converse, Wyoming, a body corporate and political subdivision of the State of Wyoming (hereinafter referred to as "Converse County") whose address is 107 N. 5th St., Suite 114, Douglas, Wyoming 82633, the City of Douglas, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as "Douglas") whose address is PO Box 1030, Douglas, Wyoming 82633, the Town of Glenrock, a Wyoming municipal corporation, (hereinafter referred to as "Glenrock") whose address is PO Box 417, Glenrock, Wyoming 82637, the Town of Rolling Hills, Wyoming, a Wyoming Municipal corporation (hereinafter referred to as "Rolling Hills") whose address is 38 S. Badger Road, Rolling Hills, Wyoming 82637, the Town of Lost Springs, a Wyoming Municipal corporation (hereinafter referred to as "Lost Springs") whose mailing address is PO Box 116, Lost Springs, Wyoming 82224, the Board of Commissioners of the County of Natrona County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "Natrona County") whose address is 200 N. Center, Suite 115, Casper, WY 82601, the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "Casper") whose address is 200 N. David St., Casper, Wyoming, 82601, the Town of Evansville, a Wyoming municipal corporation, (hereinafter referred to as "Evansville") whose address is PO Box 158, Evansville, Wyoming 82636, the Town of Bar Nunn, a Wyoming municipal corporation, (hereinafter referred to as "Bar Nunn") whose address is 4820 North Wardwell Industrial Avenue, Bar Nunn, Wyoming 82601, and the Town of Mills, a Wyoming municipal corporation, (hereinafter referred to as "Mills") whose address is PO Box 190, Mills, Wyoming 82644 and hereinafter collectively referred to as "Party" or "Parties."

WHEREAS, on February 22, 2019, Cedar Springs Transmission, LLC submitted to the Wyoming Department of Environment Quality, Industrial Siting a Section 109 (as a contested case) Permit Application pursuant to W.S. § 35-12-109 for the Cedar Springs Wind Energy Project (hereinafter referred to as "Project").

WHEREAS, Cedar Springs Transmission, LLC (Applicant) filed an Application for a Permit to construct and operate the Cedar Springs Wind Energy Project (the Project) located approximately 10 miles north of Douglas in Converse

County. The Applicant proposes to construct a wind energy facility to produce up to 400 megawatts of energy. The primary project components include up to 160 turbines, transformers, electrical collector lines, turbine access roads, meteorological towers, up to two operations and maintenance buildings, two substations, a 25-mile 230-kilovolt generation-tie transmission line from the project substation to the Windstar Substation near Glenrock, among other components necessary for completion and commercial operation of the Project. The project is located on approximately 71,215 acres of private and state lands in Converse County. Construction is anticipated to commence in Q3 2019 and be completed by the end of 2020. Construction manpower is anticipated to peak at 265 workers in July 2020. The public hearing on this matter is anticipated on May 16, 2019 in Douglas, Wyoming. No part of the application requirements were waived by the Director.

WHEREAS, Wyoming industrial development information and siting rules and regulations define the phrase “area or local government primarily affected by the proposed industrial facility” as “any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well-being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants” and the definition includes “any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act,” Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations.

WHEREAS, Cedar Springs Transmission, LLC’s application recommended that the local governments considered primarily affected by the proposed project include Converse County and the communities of Douglas, Glenrock, Rolling Hills and Lost Springs; Natrona County and the communities of Casper, Evansville, Bar Nunn and Mills.

WHEREAS, the Parties are the governing bodies of the local governments which will be primarily affected by the proposed facility.

WHEREAS, the Parties desire to enter an agreement to determine the amounts and schedule for payment distribution of impact assistance funds for the Project.

Now, therefore, in consideration of the Recitals, the terms and conditions hereinafter contained, and for such other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. **Duration of MOU.** This MOU shall be in full force and effect for the period commencing this 18th day of March, 2019 and shall remain in effect until the Project is terminated.
2. **Purpose.** The purpose of this MOU is to provide the Industrial Siting Council pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-16-111 (d) and (e) an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

3. **Amount & Schedule for Distribution of Impact Assistance Funds.**

3.01. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit A which is attached hereto and incorporated herein. The Parties' funding requests contemplate that the Cedar Springs Wind Energy Project I and II are likely to occur during the same period and in a similar location to other Industrial Projects; therefore, the Parties' impact assistance funding requests for the Cedar Springs Wind Energy Project I and II were reduced accordingly.

3.02. Should a Party request that a distribution be adjusted, revised or modified, the Party shall first seek approval of all Parties prior to submittal to the Industrial Siting Council for their request for any modification of amount or distribution of impact assistance funds. The Parties shall take into consideration the factors as outlined in the Industrial Siting Rules as to whether the social and economic impacts have changed and establish a new distribution if necessary. The Parties may enter into an MOU with another Party to adjust, revise or modify a Party's amount of distribution of impact assistance funds; however, such MOU shall be forwarded to the Industrial Siting Council for review and approval.

4. **General Provisions.**

4.1. **Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

4.2. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 8th Judicial District of the State of Wyoming, Converse County, Wyoming.

4.3. **Entirety of MOU.** This MOU, consisting of fifteen (15) pages and one (1) additional page incorporated herein as Attachment A, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

4.4. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

4.5. **Governmental Immunity.** The Parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

4.6. **Indemnification.** Each Party to this MOU shall assume the risk of liability arising from its own conduct. No Party agrees to insure, defend or indemnify the other Parties.

4.7. **Other Interagency MOUs.** All Parties to this MOU acknowledge that this MOU does not preclude or preempt each of the Parties individually entering into an MOU with one or more Parties to this MOU or outside of this MOU to modify the amount and distribution schedule of impact assistance funds as outlined in 3.02 herein. Such MOU's shall not nullify the force and effect of this MOU.

4.8. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

4.9. **Waiver.** The waiver or any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

4.10. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

4.11. **Time is of the Essence.** Time is of the essence in all provisions of the MOU.

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IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF DOUGLAS, WYOMING:

By: _____
Renee Kemper, Mayor and President of the
City Council

Date: _____

ATTEST:

By: _____
Karen Rimmer, Douglas City Clerk