

Minutes - Woodbury County Board of Adjustment – October 7, 2024

The Board of Adjustment meeting convened on the 7th of October 2024 at 6:00 PM in the Board of Supervisors' meeting room in the Basement of the Woodbury County Courthouse. The meeting was also made available for public access via teleconference.

Meeting Audio:

For specific content of this meeting, refer to the recorded video on the Woodbury County Board of Adjustment "Committee Page" on the Woodbury County website:

- County Website Link:
 - o https://www.woodburycountyiowa.gov/committees/board_of_adjustment/
 - YouTube Direct Link:
 - o <https://www.youtube.com/watch?v=QKOuokNTWD0>
-

BA Members Present: Daniel Hair, Doyle Turner, Pam Clark, Tom Thiesen

County Staff Present: Dan Priestley, Dawn Norton

Public Present: Andy Bobrytzke, Kathy Tabke, Kerry Kisslinger

Call to Order

Chair Daniel Hair called the meeting to order at 6:04 PM. Ashley Christensen was absent.

Public Comment on Matters Not on the Agenda

There were no public comments.

Approval of Minutes

The minutes from the September 4, 2024 meeting were approved. Motion to approve by Clark; seconded by Thiesen. Motion carried 4-0.

Public Hearing – Conditional Use Permit Application (Action Item): For the Installation and Use of Three 100' Wind Turbines (Parcel #884420300005).

Hair opened the public hearing and Priestley read the staff report into the record. The Conditional Use Permit application was submitted by L & K Tabke Holdings, LLC (Kathy Tabke) for the installation and use of three 100' wind turbines to reduce electrical costs on the farm.

- **Location:** Parcel #884420300005, T88N R44W (Wolf Creek Township), Section 20, N ½ of SW ¼, approximately 5.2 miles southeast of Merville, IA, on the south side of 195th Street and east of Jasper Avenue.
- **Zoning:** The property is in the Agricultural Preservation (AP) Zoning District, where "Electric wind generator (Private Use)" is classified as a "conditional use" under Section 3.03.4 of the Woodbury County Zoning Ordinance.
- **Applicant/Owner:** L & K Tabke Holdings, LLC, 3112 195th St., Merville, IA 51039.

Priestley introduced an email communication from Kerry at American Windpower and Kathy Tabke and asked that they be included in the record. Motion by Clark to accept additional information into the record; seconded by Thiesen. Motion carried 4-0. (See appendix)

Kerry Kisslinger from American Windpower discussed the project. Clark inquired about similar installations in the area. Kisslinger noted one operating on Kyle Walker's property on Fayette Ave. Turner requested Safety Data Sheets to provide information on distance setbacks and safety considerations, referencing prior discussions at the Board of Supervisors regarding commercial wind turbines. He indicated that previous Safety Data Sheets revealed hazards that had not been disclosed. Tabke stated that the wind turbines were primarily intended to power barns, with excess energy available for net metering.

Hair proposed that if the Conditional Use Permit (CUP) were approved, a disclaimer be added stating that the owner operates at their own risk and that the county would not be liable for safety issues. Kisslinger mentioned that ice throw should not be a concern, as turbines do not start when iced up. Tabke assured that the site was designed to allow access for emergency vehicles.

Turner moved to close the public hearing; seconded by Clark. Motion carried 4-0.

Turner and Hair discussed that Safety Data Sheets should be provided from the manufacturer for safety and liability reasons. Clark inquired if approval could be contingent on receiving the safety data. Priestley clarified that this issue would need to be addressed at the next scheduled meeting.

Turner motioned to table the discussion until the next public meeting on November 4, 2024, with the applicant required to provide Safety Data Sheets from the manufacturer for presentation at that meeting; Clark seconded. Motion carried 4-0.

Public Hearing: Conditional Use Permit application (Action Item): For the Installation and Use of a 250' Self-Support Wireless Communications Tower to Replace an Existing Tower (Parcel #874720400004).

Priestley read the staff report into the record. The Conditional Use Permit application was submitted by Andrew Bobrytzke on behalf of American Tower LLC and the Bradley J. Kobold Trust to construct a 250' self-supporting wireless communications tower to replace an existing tower in the area.

- **Location:** Parcel #874720400004, T87N R47W (Liberty Township), Section 20, SE ¼ of SE ¼, approximately half a mile west of Salix, IA, on the north side of 260th Street and west of Barker Avenue.
- **Zoning:** The property is in the General Industrial (GI) Zoning District, where "Telecommunication towers" are classified as a "conditional use" under Section 3.03.4 of the Woodbury County Zoning Ordinance.
- **Applicant/Owner:** Andrew Bobrytzke on behalf of American Tower LLC, 10 Presidential Way, Woburn, MA 01801, and Bradley Kobold Trust, 211 7th Street, Sergeant Bluff, IA 51054.

Andrew Bobrytzke summarized the project. Clark moved to close the public hearing; seconded by Turner. Motion carried 4-0.

Turner motioned to approve the application; seconded by Clark. Motion carried 4-0.

Information Item: Consideration of a Recommendation Contemplating Decommissioning Requirements as Part of a New Ordinance Regarding Carbon Pipelines.

Priestley summarized the objectives of pursuing an ordinance. The Woodbury County Board of Supervisors voted on August 27, 2024, to direct the Planning and Zoning Director to work with the Zoning Commission, Board of Adjustment, and legal counsel to develop recommendations for decommissioning requirements as part of a new ordinance regarding carbon pipelines. Staff continues to research this topic and encourages board members to investigate options.

Priestley introduced a letter from the U.S. Department of Transportation dated September 15, 2023, addressed to Mr. David Giles, President and COO of Navigator CO2. Turner motioned to receive the letter; seconded by Hair. Motion carried 4-0. Priestley noted that the letter has been forwarded to the County Attorney's office.

Information Item: Potential Permitting of Nuclear Energy Facilities to Included as Part of the Woodbury County Zoning Ordinance.

Priestley summarized the objectives of pursuing nuclear energy. Consideration of the addition of Nuclear Energy Facilities as a land use option in the Woodbury County Zoning Ordinance. Topics include how to approach the permitting of nuclear energy facilities. Possible options include to amend the Land Use Summary Table of Allowed Uses (Section 3.03.4) by adding Nuclear Energy Facilities as a permitted allowed use or a conditional use in all or select county zoning districts. Amendments may also be discussed pertaining to the addition of new sections pertaining to nuclear energy facilities, definitions, the renumbering, and reorganization of content within the zoning ordinance. Discussion will continue at future meetings. Staff will continue information gathering.

No Public Comments on matters not on the agenda.

Staff Update: Staff will continue gathering information on information items. There will be upcoming meetings discussing these issues. Public input is encouraged. Informational items at the meeting will continue while being mindful of the harvest season.

No Board Member Comment or Inquiry

Motion To Adjourn

Thiesen motioned to adjourn; seconded by Clark. Motion carried 4-0. The meeting adjourned at 7:33 PM.

APPENDIX

Daniel Priestley

From: Marketing <kerry@american-windpower.com>
Sent: Friday, October 4, 2024 7:40 AM
To: Daniel Priestley; LANE TABKE
Subject: Fw: Fw: Wind Interconnection
Attachments: Lane Tabke One line.pdf; Interconnection.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Daniel,

Please see attached a one-line drawing, turbine information and application for Kathy Tabke (Lane's widow). I'll have the signed copy to you soon.

Please let me know if you have any questions. Thanks!

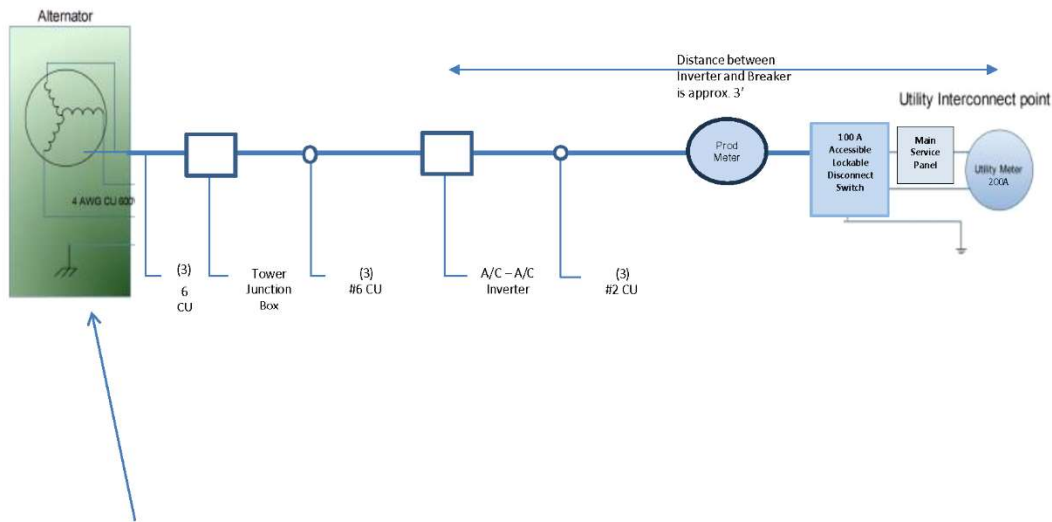
Respectfully,

Kerry
Marketing Department
American Windpower
833.GO4.WIND (833.464.9463)
info@american-windpower.com
www.american-windpower.com

Bergey Wind Turbine One-Line Drawing

Customer: Lane Tabke

Installer: American Windpower
PO Box 1760 Great Bend, KS 67530 (833) 464-9463



Wind Turbine: Bergey Excel 15 with Powersync II Inverter
KW rating: 15 KW
Voltage: 240
Amps: 62
Phase: 1
Frequency: 60Hz

Test Procedure

Test procedures will be used to verify the protection and operation of the utility system. An 'anti-islanding' test will be performed by personnel to verify that system cannot back-feed the utility upon loss of the utility source.

This test will be accomplished by an electrician licensed by the State of Minnesota disrupting the utility power to the turbine and turbine control box by shutting off the utility disconnect and measuring the voltage making certain that it immediately ceases to exist.

The following steps will be performed during the anti-islanding test:

- 1) Voltage will be checked and recorded at the generation side of the of the utility disconnect with an AC volt meter
- 2) The utility disconnect will be manually shut-off
- 3) While the disconnect is being shut-off the voltage will be measured by the AC volt meter and observed to immediately go to '0' after the disconnect is shut-off
- 4) The wind turbine will be observed to make sure it comes to a complete stop and ceases to have voltage output on the AC volt meter when the disconnect is shut-off
- 5) The disconnect switch will be turned-on
- 6) Voltage will be checked by the AC volt meter to make sure that AC voltage has been restored to the customers service and the volt readings are normal

Site Plan

(see separate attachment)

LEVEL 1
INTERCONNECTION REQUEST APPLICATION FORM AND DISTRIBUTED GENERATION
INTERCONNECTION AGREEMENT
(For Lab-Certified Inverter-Based Distributed Generation Facilities 50 kVA or less)

INSTRUCTIONS:

1. **Indicates required information.**
2. Mail completed form with \$125 application fee to Woodbury County REC. If Woodbury County REC Cooperative performs a witness test the cooperative will charge the interconnected Member-Consumer an additional fee of **\$125**.

INTERCONNECTION MEMBER-CONSUMER CONTACT INFORMATION <small>(Applicant must be owner or lessee of the facility)</small>					
*Owner / Company (Legal Entity Name) Lane Tabke			*Contact Name Lane Tabke		
*Mailing Address 3112 195th St. Merville, IA 51039		*City Merville		*State IA	*Zip 51039
*Phone No. (Daytime) 712-870-1564	Phone No. (Evening) 712-870-1564	Facsimile No.		*Email Address Lktabke@watel.net	
ALTERNATE CONTACT INFORMATION (If different from Member-Consumer Contact Information)					
Owner / Company (Legal Entity Name) American Windpower			Contact Name Cody Buhrman		
Mailing Address PO Box 1760 Great Bend, KS 67530		City Great Bend		*State KS	*Zip
Phone No. (Daytime) 281-608-9960	Phone No. (Evening) 281-608-9960	Facsimile No.		Email Address info@americanwindpower.net	
EQUIPMENT CONTRACTOR					
*Owner / Company Name American Windpower			*Contact Name American Windpower		
*Mailing Address PO Box 1760 Great Bend, KS 67530		*City Great Bend		*State KS	*Zip 67530
*Phone No. (Daytime) 281-608-9960	Phone No. (Evening) 281-608-9960	Facsimile No.		*Email Address info@americanwindpower.net	
ELECTRICAL CONTRACTOR (If different from Equipment Contractor)					
*Owner / Company Name			*Contact Name		
*Mailing Address		*City		*State	*Zip
*Phone No. (Daytime)	Phone No. (Evening)	Facsimile No.		*Email Address	
License No. (If applicable)			Active License? (If applicable) <input type="checkbox"/> Yes <input type="checkbox"/> No		
APPLICANT OWNERSHIP INTEREST (check one)					
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Lease <input type="checkbox"/> 3 rd Party PPA <input type="checkbox"/> Other (Please Explain) _____					
THIRD PARTY INFORMATION <small>(Only complete this section if the facility is to be located on the premise of someone other than the applicant)</small>					
Location of Proposed Facility			Name of Member-Consumer at said location		
*Mailing Address			*City		
*Phone No. (Daytime)		Phone No. (Evening)		*State	*Zip

* INTENT OF GENERATION (check one)	
<input type="checkbox"/>	Offset Load (Unit will operate in parallel, but will not export power to Cooperative) (If this option is selected, the Cooperative will not purchase any portion of the generation facility output and Attachment 2 is not applicable)
<input checked="" type="checkbox"/>	Self-Use and Sales to the Cooperative (Unit will operate in parallel and may export and sell excess power to Cooperative pursuant to the Cooperative's tariff and the terms set forth in Attachment 2)
<input type="checkbox"/>	Back-up Generation (Units that temporarily operate in parallel with the electric distribution system for more than 100 milliseconds) (Note: Back-up units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.) (Under this option, the Cooperative will not purchase any portion of the generation facility output and Attachment 2 is not applicable)
<input type="checkbox"/>	Sale of generation output to member-consumer upon whose premise the facility is located and export and sell any excess power to the Cooperative, which sales may require a separate point of interconnection, metering, and power purchase agreement.
<input type="checkbox"/>	Other: (Please Explain):

DISTRIBUTED GENERATION FACILITY INFORMATION			
* Facility Address or Latitude and Longitude 3112 195th St. Merville, IA 51039		* City Merville	* State IA
		* Zip 51039	
* Cooperative Serving Facility Site 3112 195th St. Merville, IA 51039		Account No. of Facility Site (existing member-consumers) 8307000	* Meter No. (existing member-consumers) 18039172
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Is the inverter lab-certified as that term is defined in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation (199 IAC 45.1)? (If yes, attach manufacturer's technical specifications and label information from a nationally recognized testing laboratory, e.g., UL.)		
* Generation Facility Nameplate Rating (AC): 15 (kW) 15 (kVA) 240 (AC Volts)			
* Energy Source			
<input checked="" type="checkbox"/> Wind <input type="checkbox"/> Solar <input type="checkbox"/> Biomass <input type="checkbox"/> Hydro <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Other			
* Solar: Number of Inverters _____ Number of Panels _____ Tilt (degrees) _____ Azimuth (180° is South facing) _____			
Array Type: <input type="checkbox"/> Fixed <input type="checkbox"/> Single Axis <input type="checkbox"/> Dual Axis			
* Energy Converter Type			
<input checked="" type="checkbox"/> Wind Turbine <input type="checkbox"/> Photovoltaic Cell <input type="checkbox"/> Fuel Cell <input type="checkbox"/> Reciprocating Engine <input type="checkbox"/> Other			
Commissioning Test Date: November 1st 2024 (If the Commissioning Test Date changes, the interconnection member-consumer must inform the Cooperative as soon as it is aware of the changed date.)			
Disconnection Device: Identify type and location of disconnection device: Lockable Disconnect adjacent from meter on turbine			
Is the generation facility a qualifying facility as defined under Public Utilities Regulatory Policy Act (18 CFR Part 292, Subpart B)?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

* INFORMATION FOR INVERTER-BASED FACILITIES			
Inverter Information			
* Manufacturer bergy Windpower		* Model PowerSync II	
* Type <input type="checkbox"/> Forced Commutated <input checked="" type="checkbox"/> Line Commutated		* Rated Output 15KW Watts 240 Volts	
* Efficiency 99%	* Power Factor 99%	* Inverter UL1741 Listed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DC Source/Prime Mover			
Rating (kW)	Rating (kVA)	Rated Voltage	Open Circuit Voltage (if applicable)
Rated Current (Amps)		Short Circuit Current (Amps) (if applicable)	

*INSURANCE DISCLOSURE
<p>The attached terms and conditions contain provisions related to liability and indemnification and should be carefully considered by the interconnection member-consumer. The interconnection member-consumer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance. The interconnection customer shall provide the utility with proof that it has a current homeowner's insurance policy or other general liability policy.</p> <p>Proof of Insurance attached: <input checked="" type="checkbox"/> Yes</p>

*OTHER FACILITY INFORMATION
<p>One-Line Diagram - A basic drawing of an electric circuit in which one or more conductors are represented by a single line and each electrical device and major component of the installation, from the generator to the point of interconnection, are noted by symbols.</p> <p>One-Line Diagram attached: <input checked="" type="checkbox"/> Yes</p> <p>Plot Plan - A map or sketch showing the distributed generation facility's location in relation to streets, alleys, or other geographic markers (i.e. section pin, corner pin, buildings, permanent structures, etc.).</p> <p>Plot Plan attached: <input type="checkbox"/> Yes</p>

*MEMBER-CONSUMER SIGNATURE						
<p>I hereby certify that: (1) I have read and understand the terms and conditions, which are attached hereto by reference; (2) I hereby agree to comply with the attached terms and conditions; and (3) to the best of my knowledge, all of the information provided in this application request form is complete and true.</p>						
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Applicant Signature (signature must reflect Contact Name under section Interconnection Applicant Contact Information)</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td> <table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Printed Name: Kathy Tabke</td> <td style="width: 40%;">Title: Owner</td> </tr> </table> </td> <td></td> </tr> </table> <p>This Application Form and Interconnection Agreement is comprised of: 1) the Level 1 Standard Application Form and Interconnection Agreement; 2) the Attachment 1 setting forth the Terms and Conditions for Interconnection; 3) the Attachment 2 setting forth the terms for purchases by the Cooperative from the distributed generation facility, when applicable; and 4) the Certificate of Completion, which shall be completed and returned to the utility when installation is complete and final electric inspector approval has been obtained.</p> <p>NOTE: If the Certificate of Completion is not completed and returned to the Cooperative within 12 months following the Cooperative's dated conditional agreement to interconnect below, this Application Form and Interconnection Agreement will automatically terminate and be of no further force and effect.</p>	Applicant Signature (signature must reflect Contact Name under section Interconnection Applicant Contact Information)	Date:	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Printed Name: Kathy Tabke</td> <td style="width: 40%;">Title: Owner</td> </tr> </table>	Printed Name: Kathy Tabke	Title: Owner	
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FOR COOPERATIVE USE ONLY		
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*CONDITIONAL AGREEMENT TO INTERCONNECT DISTRIBUTED GENERATION FACILITY						
<p>Receipt of the application fee, if any, is acknowledged and, by its signature below, the Cooperative has determined the interconnection request is complete. Interconnection of the distributed generation facility is conditionally approved contingent upon the attached terms and conditions of this Agreement, the return of the attached Certificate of Completion, duly executed verification of electrical inspection and successful witness test. Note that to the extent the Interconnection Member-Consumer wishes the Cooperative to purchase any output from the interconnected generation facility, a separate power purchase agreement shall be required.</p>						
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Cooperative Representative's Signature</td> <td style="width: 30%;">Date</td> </tr> <tr> <td> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Printed Name:</td> <td style="width: 50%;">Title:</td> </tr> </table> </td> <td></td> </tr> </table>	Cooperative Representative's Signature	Date	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Printed Name:</td> <td style="width: 50%;">Title:</td> </tr> </table>	Printed Name:	Title:	
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ATTACHMENT 1
Level 1: Distributed Generation Interconnection Agreement

Terms and Conditions for Interconnection

1. Construction of the Distributed Generation Facility. The interconnection member-consumer may proceed to construct (including operational testing not to exceed 2 hours) the distributed generation facility, once the conditional Agreement to interconnect a distributed generation facility has been signed by the Cooperative.
2. Final Interconnection and Operation. The interconnection member-consumer may operate the distributed generation facility and interconnect with the Cooperative's electric distribution system after all of the following have occurred:
 - a. Electrical Inspection: Upon completing construction, the interconnection member-consumer shall cause the distributed generation facility to be inspected by the local electrical inspection authority who shall establish that the distributed generation facility meets local code requirements.
 - b. Certificate of Completion: The interconnection member-consumer shall provide the Cooperative with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection member-consumer, as well as an inspection form from the local electrical inspection authority demonstrating that the distributed generation facility passed inspection.
 - c. The Cooperative has completed its witness test as per the following:
 - i. The interconnection member-consumer shall provide the Cooperative at least 15 business days' notice of the planned commissioning test for the distributed generation facility. Within 10 business days after the commissioning test, the Cooperative may, upon reasonable notice and at a mutually convenient time, conduct a witness test of the distributed generation facility to ensure that all equipment has been appropriately installed and operating as designed and in accordance with the requirements of IEEE 1547.
 - ii. If the Cooperative does not perform the witness test within the 10 business days after the commissioning test or such other time as is mutually agreed to by the Parties, the witness test is deemed waived, unless the Cooperative cannot do so for good cause. In these cases, upon Cooperative request, the interconnection member-consumer shall agree to another date for the test within 10 business days after the original scheduled date.
 - d. Executed Certificate of Completion: The utility has signed, executed and transmitted to the interconnection member-consumer the Certificate of Completion provided by the interconnection member-consumer in 2 b
3. IEEE 1547. The distributed generation facility shall be installed, operated and tested in accordance with the requirements of The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue New York, NY 10016-5997, Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems," as well as any applicable federal, state, or local laws, regulations, codes, ordinances, orders, or similar directives of any government or other authority having jurisdiction.
4. Access. The Cooperative must have access to the disconnection device and metering equipment of the distributed generation facility at all times. When practical, the Cooperative shall provide notice to the member-consumer prior to using its right of access.
5. Inspections and testing. The operator of the distributed generation facility shall adopt a program of inspection and testing of the generator and its appurtenances and the interconnection facilities in order to determine necessity for replacement and repair. Such a program shall include all periodic tests and maintenance prescribed by the manufacturer. If the periodic testing of interconnection-related protective functions is not specified by the manufacturer, periodic testing shall occur at least once every five years. All interconnection-related protective functions shall be periodically tested, and a system that depends upon a battery for trip power shall be checked and logged. The operator shall maintain test reports and shall make them available upon request by the electric Cooperative. Representatives of the Cooperative shall have access at all reasonable hours to the interconnection equipment specified in 199 IAC 45.3(2) for inspection and testing with reasonable prior notice to the applicant.
6. Metering. Any required metering shall be installed pursuant to the Cooperative's metering rules filed with the Iowa Utilities Board under subrule 199 IAC 20.2(5).
7. Disconnection. The Cooperative may disconnect the distributed generation facility upon any of the following conditions, but must reconnect the distributed generation facility once the condition is cured:
 - a. For scheduled outages, provided that the distributed generation facility is treated in the same manner as Cooperative's load member-consumers;
 - b. For unscheduled outages or emergency conditions;
 - c. If the distributed generation facility does not operate in the manner consistent with this Agreement or the applicable requirements of 199 IAC Chapters 15 or the Cooperative's tariff;
 - d. Improper installation or failure to pass the witness test;
 - e. If the distributed generation facility is creating a safety, reliability, or a power quality problem;

- f. The interconnection equipment used by the distributed generation facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved;
 - g. Unauthorized modification of the interconnection facilities or the distributed generation facility; or
 - h. Unauthorized connection to the Cooperative's electric system.
- 8. **Indemnification.** The interconnection member-consumer shall indemnify and defend the Cooperative and the Cooperative's directors, officers, employees, and agents from all claims, damages and expenses, including reasonable attorney's fees, to the extent resulting from the interconnection member-consumer's negligent installation, operation, modification, maintenance, or removal of its distributed generation facility or interconnection facilities, or the interconnection member-consumer's willful misconduct or breach of this Agreement. The Cooperative shall indemnify and defend the interconnection member-consumer and the interconnection member-consumer's directors, officers, employees, and agents from all claims, damages, and expenses, including reasonable attorney's fees, to the extent resulting from the Cooperative's negligent installation, operation, modification, maintenance, or removal of its interconnection facilities or electric distribution system, or the Cooperative's willful misconduct or breach of this Agreement.
- 9. **Insurance.** The interconnection member-consumer shall provide the Cooperative with proof that it has a current homeowner's insurance policy or other general liability policy. The interconnection member-consumer agrees to provide the Cooperative with at least 30 calendar days' advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Agreement and may be required to show proof of insurance on an annual basis.
- 10. **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, provided that in no event shall death, bodily injury or third-party claims be construed as indirect or consequential damages.
- 11. **Termination.** This Agreement will remain in effect until terminated and may be terminated under the following conditions:
 - a. By interconnection member-consumer - The interconnection member-consumer may terminate this interconnection agreement by providing written notice to the Cooperative. If the interconnection member-consumer ceases operation of the distributed generation facility, the interconnection member-consumer must notify the Cooperative.
 - b. By the Cooperative - The Cooperative may terminate this Agreement without liability to the interconnection member-consumer if the interconnection member-consumer fails to remedy a violation of terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to in writing prior to the expiration of the 30-calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection member-consumer receives notice of its violation from the Cooperative.
- 12. **Modification of Distributed Generation Facility.** The interconnection member-consumer must receive written authorization from the Cooperative before making any changes to the distributed generation facility that could affect the Cooperative's distribution system. If the interconnection member-consumer makes such modifications without the Cooperative's prior written authorization, the Cooperative shall have the right to disconnect the distributed generation facility.
- 13. **Permanent Disconnection.** In the event the Agreement is terminated; the Cooperative shall have the right to disconnect its facilities or direct the interconnection member-consumer to disconnect its distributed generation facility.
- 14. **Disputes.** Each Party agrees to attempt to resolve all disputes regarding the provisions of this Agreement that cannot be resolved between the two Parties pursuant to the dispute resolution provisions found in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.12) and/or dispute resolution provisions adopted by the Cooperative. However, Cooperative's agreement to utilize the dispute resolution provisions of the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
- 15. **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa. Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the interconnection member-consumer.
- 16. **Survival Rights.** This Agreement shall remain in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.
- 17. **Assignment/Transfer of Ownership of the Distributed Generation Facility.** This Agreement shall terminate upon the transfer of ownership of the distributed generation facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the Cooperative in writing prior to the transfer of ownership.

18. **Definitions.** Any term used herein and not defined shall have the same meaning as the defined terms used in Iowa Utilities Board Chapter 45 rules on Electric Interconnection of Distributed Generation Facilities (199 IAC 45.1). However, Cooperative's agreement to utilize the definitions found in the Chapter 45 rules shall not be construed as an agreement concerning the applicability of the balance of said Chapter.
19. **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given when receipt is confirmed after notices are delivered in person, delivered by recognized national courier service, or sent by first-class mail, postage prepaid, return receipt requested to the person specified below:
- a. If Notice is to Interconnection Member-Consumer: Use the contact information provided in the interconnection member-consumer's application. The interconnection member-consumer is responsible for notifying the Cooperative of any change in the contact party information, including change of ownership.
 - b. If Notice is to Cooperative: Use the contact information provided below. The Cooperative is responsible for notifying the interconnection member-consumer of any change in the contact party information.

COOPERATIVE CONTACT INFORMATION			
Name - GENERAL MANAGER			
* Mailing Address - PO BOX 566		* City - MOVILLE	* State - IA * Zip - 51039
* Phone No. (Daytime) 712-873-3125	Phone No. (Evening) 712-873-3125	Facsimile No.	* Email Address - helpdesk@woodburyrec.com

20. **Interruptions.** The Cooperative is not responsible for any lost opportunity or other costs incurred by the interconnection member-consumer as a result of an interruption of service.
21. **Operator.** The interconnection member-consumer shall designate an operator who will be responsible for day-to-day operations of the distributed generation facility and available for communication on a 24 hour per day/7 day per week basis with Cooperative, G&T, the Local Balancing Authority, Midcontinent Independent System Operator (MISO), Southwest Power Pool (SPP), and other applicable entities with jurisdiction over the operation of the Facility and Cooperative's System.
22. **Notification.** When the distributed generation facility is placed in service, owners of interconnected distributed generation facilities are required to notify local fire departments via U.S. mail of the location of distributed generation facilities and the associated disconnection device(s). The owner is required to provide any information related to the distributed generation facility as reasonably required by that local fire department including but not limited to:
- a. A site map showing property address; service point from Cooperative; distributed generation facility and disconnect location(s); location of rapid shutdown and battery disconnect(s), if applicable; property owner's or owner's representative's emergency contact information; Cooperative's emergency telephone number; and size of the distributed generation facility.
 - b. Information to access the disconnection device.
 - c. A Statement from the owner verifying that the distributed generation facility was installed in accordance with the current state-adopted National Electrical Code

ATTACHMENT 2
Level 1: Standard Interconnection Agreement

Terms of Cooperative Purchases from Distribution Facility

1. **Agreement to Purchase.** Cooperative is a member of Northwest Iowa Power Cooperative (G&T or NIPCO) and obtains all of its wholesale power from G&T. The Cooperative and G&T have filed a Joint Implementation Plan with the Federal Energy Regulatory Commission ("FERC") which provides for coordinated implementation of the obligations of G&T and Cooperative relative to qualifying facilities. Pursuant to said Plan, Cooperative agrees to provide to any qualifying facility in its service territory supplementary, backup, maintenance, and interruptible power and G&T agrees to purchase energy and capacity from said facility, all in accordance with the requirements of the Public Utilities Regulatory Policies Act ("PURPA"). In the event the Interconnecting Member-Consumers selects the option of Self-Use and Sales to the Cooperative on the Application Form, then the G&T agrees to purchase from the Interconnection Member-Consumer such excess energy and capacity as may be available for purchase by the Interconnection Member-Consumer's facility and which Interconnection Member-Consumer desires to sell to the Cooperative. Cooperative acknowledges that Interconnection Member-Consumer may utilize some of the energy Interconnection Member-Consumer generates as it is being generated and the Cooperative understands that it will only purchase such excess as Interconnection Member-Consumer delivers to Cooperative.

2. **Rates**

Payment for purchases from the member-consumer pursuant to this contract shall be as follows:

The rate(s) for purchases from qualifying facility (as defined above) and with a design capacity of 150 kilowatts or less will be the Cooperative's avoided cost. Since the Cooperative purchases all of its electric power requirements from Northwest Iowa Power Cooperative (G&T), the Cooperative's avoided cost is similar to that of G&T. Said rate is currently \$ 1.347 cents in 2023 per kilowatt hour or may qualify for a G&T special rate, subject to NIPCO Policy in effect and may be subject to change from time to time. This QF currently qualified for a NIPCO special rate \$ NA per kilowatt hour. This rate will be consistent with 18 CFR 292.304, and may be subject to change as the Cooperative's avoided cost changes.

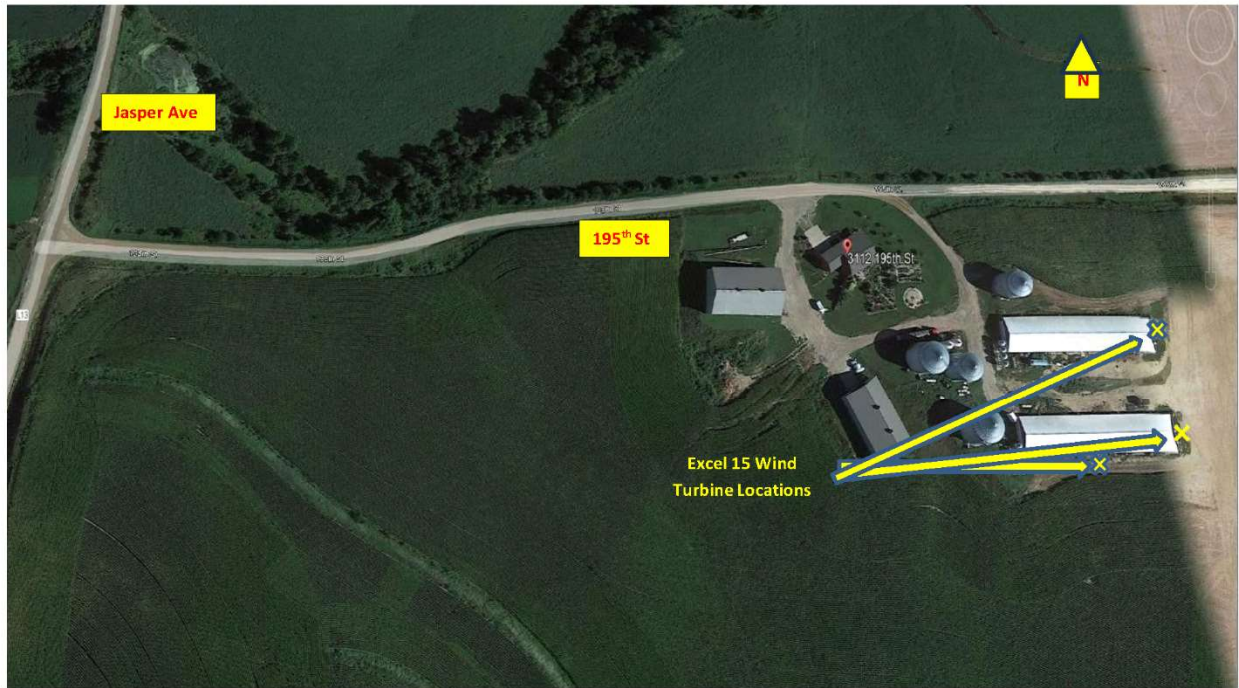
3. **Metering.** The Cooperative will install metering equipment at the point of service to the QF Facility of one of the following types:
 - a. Metering capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the QF and from the QF to the Cooperative, with each directional energy flow recorded independently and will be billed accordingly.
 - b. Metering capable of measuring power flows in each direction on a real-time basis.

The Cooperative shall have the opportunity to collect all reasonable costs of metering necessary to allow for sales to the Cooperative from the Member-Consumer.

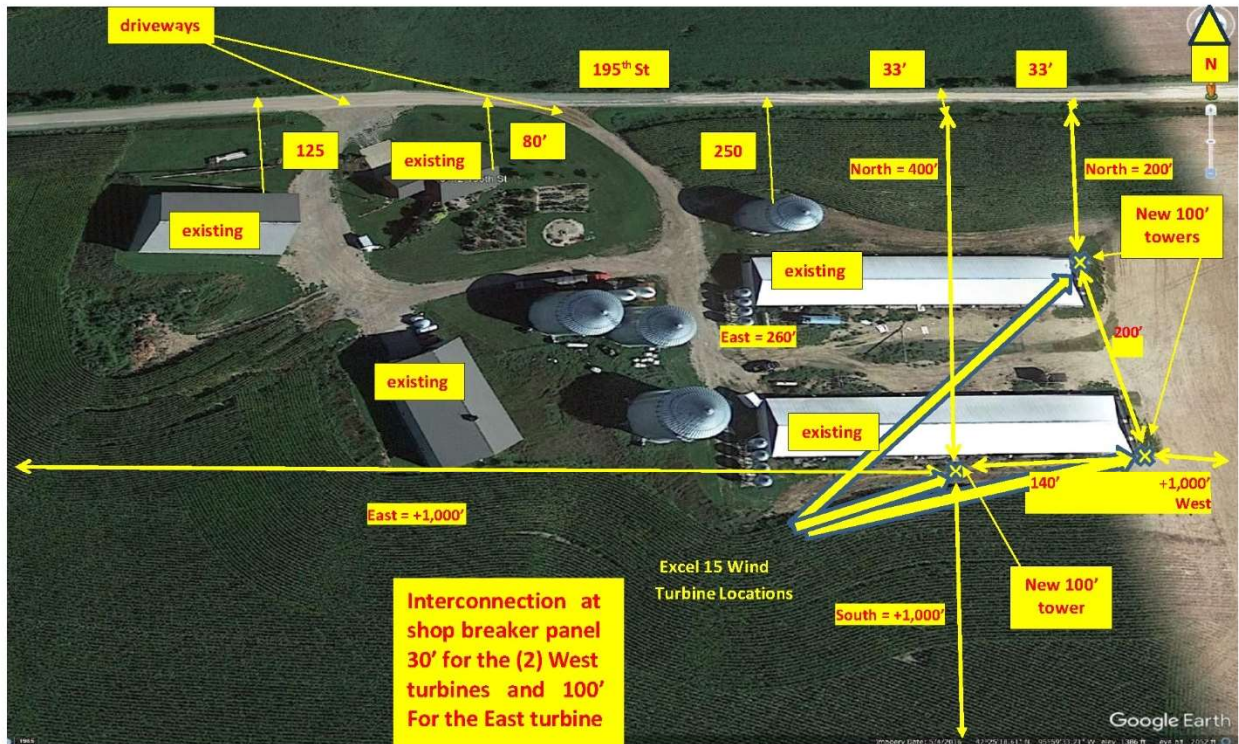
4. The QF shall be responsible for payment of any applicable service charge or other applicable charges approved by the Board of Directors that are not collected on the basis of metered registration.

For charges collected on the basis of metered registration, the Cooperative shall, for each monthly billing period bill using the standard metering practice as described above.

L&K Tabke Farms LLC Wind Turbine Locations
3112 195th St., Moville, IA



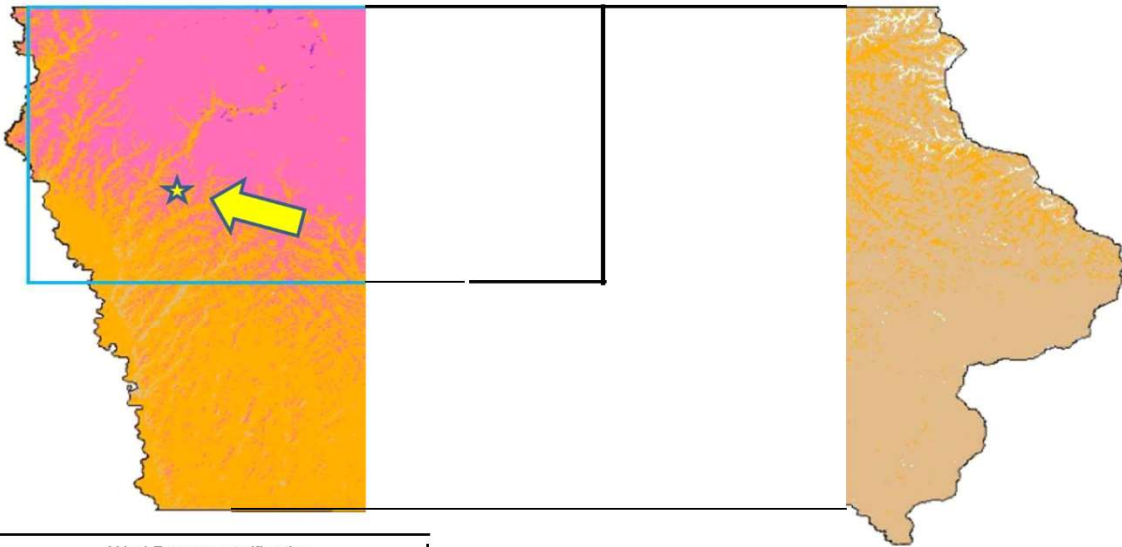
The turbine locations are ideal with wide open unobstructed space in all directions. In particular, the prevailing winds from the North and South are wide-open for miles. The Iowa 50m wind map indicates the area is in the range of 7-7.5 m/s or 15.7-16.8 mph, which for a small turbine like the Excel 15 is an excellent wind resource. This map was compiled by NREL using historical data. The turbine site analysis was performed by Cody Buhrman with American Windpower. Cody has sighted hundreds of wind turbines in his +10-year wind energy career and is acknowledged as a small wind turbine expert.



Approximately 200' from the **North** property line (road) and 260' +1,000' from the **West, East and South** property lines

The Wind Turbine is the Excel 15 manufactured by Bergey Windpower. It has a rated output of 15KW in an 11 m/s wind speed. The underground electrical wiring is approximately 100', 30' and 30' from the tower bases to the synchronous inverters located in the barns as indicated on the drawing. At the barns the wiring will enter the inverter and then exit into an accessible, lockable disconnect and then into the utility electric meter. The Electric Utility is Woodbury County REC in Merville, IA.

Iowa - Annual Wind Power at 50-m Height



Wind Power Class	Resource Potential	Wind Power Density at 50mW/m ²	Wind Speed at 50m m/s	Wind Speed at 50m mi/h
1	0	0-200	0.0-5.6	0.0-12.5
2	1	201-300	5.6-6.4	12.5-14.3
3	2	301-400	6.4-7.0	14.3-15.7
4	3	401-500	7.0-7.5	15.7-16.8
5	4	501-600	7.5-8.0	16.8-17.9
6	5	601-800	8.0-8.8	17.9-19.7
7	6	>800	>8.8	>19.7

Wind Power Classification



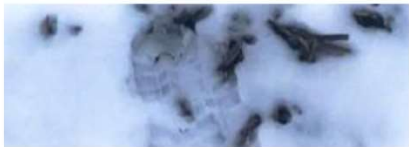
NORTH

Turbine 1

EAST

Turbi-ne 1

-



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SOUTH



WEST



Turbine 1

NORTH



EAST





SOUTH



WEST



4

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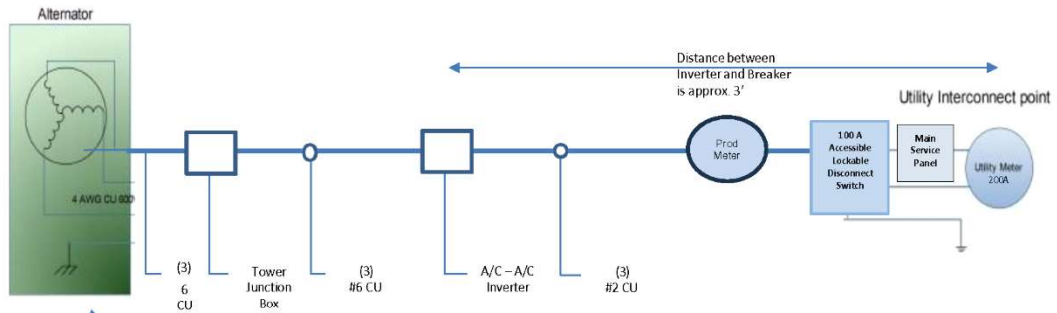
JHIRD"! R-BINE,

PLACEMENT

Bergey Wind Turbine One-Line Drawing

Customer: Lane Tabke

Installer: American Windpower
PO Box 1760 Great Bend, KS 67530 (833) 464-9463



Wind Turbine: Bergey Excel 15 with Powersync II Inverter
KW rating: 15 KW
Voltage: 240
Amps: 62
Phase: 1
Frequency: 60Hz

Test Procedure

Test procedures will be used to verify the protection and operation of the utility system. An 'anti-islanding' test will be performed by personnel to verify that system cannot back-feed the utility upon loss of the utility source.

This test will be accomplished by an electrician licensed by the State of Minnesota disrupting the utility power to the turbine and turbine control box by shutting off the utility disconnect and measuring the voltage making certain that it immediately ceases to exist.

The following steps will be performed during the anti-islanding test:

- 1) Voltage will be checked and recorded at the generation side of the of the utility disconnect with an AC volt meter
- 2) The utility disconnect will be manually shut-off
- 3) While the disconnect is being shut-off the voltage will be measured by the AC volt meter and observed to immediately go to '0' after the disconnect is shut-off
- 4) The wind turbine will be observed to make sure it comes to a complete stop and ceases to have voltage output on the AC volt meter when the disconnect is shut-off
- 5) The disconnect switch will be turned-on
- 6) Voltage will be checked by the AC volt meter to make sure that AC voltage has been restored to the customers service and the volt readings are normal

Site Plan

(see separate attachment)