

#20-39 (June 11, 2020)

**Decommissioning Plan Agreement**

**between**

**Minonk Stewardship Wind LLC**

**And**

**The County of Marshall**

This Decommissioning Plan Agreement (the « Agreement ») dated May 5<sup>th</sup>, 2020, is between Minonk Stewardship Wind LLC, a Delaware limited liability company (dba "Bennington Wind") with principal place of business at 645 North Michigan Avenue, Suite 980, Chicago, IL, 60611.

And

the County of Marshall (the "Authority").

The Authority and Bennington Wind may each be referred to herein as a "Party" and together, as the "Parties."

**Background**

- A. On September 17<sup>th</sup>, 2012, a certain Decommissioning Plan Agreement between the Authority and Bennington Wind has been dully executed (the "Previous Agreement"), and due to significant change to the Project, the Parties wants to terminate such Previous Agreement and make a new Decommissioning Plan Agreement, this Agreement.
- B. In connection with the decommissioning of up to 33 wind turbines, power collection and communication systems, site roads, pad-mounted transformers, meteorological towers, O&M building, electric substation, overhead transmission lines, switchyard, staging areas, batch plant and related facilities (collectively referred to as the "Wind Project" or the "Project") in Bennington Township, Marshall County, Illinois, Bennington Wind will perform the decommissioning activities of all Wind Project constituents (collectively referred to as the « Components ») as listed on Exhibit #B attached hereto.
- C. Per this Agreement, the Authority allows Bennington Wind to decommission all components associated with the Wind Project upon termination of operations, subject to the provisions contained herein.
- D. The terms of this Agreement are binding upon Bennington Wind and the Authority, and any subsequent successors, assigns, or heirs.

JK  
TTC'

NOW, THEREFORE, the parties agree as follows:

## 1. Decommissioning Initiation

Project Components will be decommissioned within twelve (12) months of WECS activity termination or abandonment.

## 2. Decommissioning Process

- a. Bennington Wind will appoint a representative available on-site for the Authority to have a single direct point of contact to the Project.
- b. If contacted by the Authority, Bennington Wind will attempt to address the Authority's decommissioning concerns within 48 hours and will in all cases maintain communication and consult with the Authority.
- c. The decommissioning and restoration process includes removal of aboveground structures; removal of foundation structures and underground electrical distribution systems to a depth of 36 inches below the soil surface; infield access and crane pad grading to original slopes; restoration of topsoil; and re-vegetation and seeding.
- d. Aboveground structures include the turbines, transformers, overhead transmission lines, Project-owned portions of the substation and interconnection facilities (if any), meteorological (met) towers, maintenance buildings, and access gates.
- e. Belowground structures include turbine, substation, and building foundations; electrical distribution system conduits; and Project-specific drainage structures to a depth of 36 inches.
- f. Bennington Wind will follow the same soil erosion and sediment control measures and other BMPs established for construction of the Project during decommissioning, except as modified by the Illinois Environmental Protection Agency (IEPA) prior to removal commencement.
- g. During decommissioning, Bennington Wind may widen designated areas of certain Township roads to accommodate the transportation of appropriately sized cranes and other machinery required for turbine disassembly and removal. No work within the road jurisdiction's right of way is allowed without permission from the local road authority. All work shall be subject to a road use agreement, which shall be agreed and executed prior to any work. Unless otherwise requested by the participating landowner, Bennington Wind will remove all permanently constructed roads in place. Bennington Wind or Contractors will remove all ditch crossings connecting access roads to public roads unless otherwise requested by the participating landowner and approved by the road authority.

*JK*  
*TE*

- h. Bennington Wind will remove the aggregate base roads used for in-field access from the Project site. Remaining subgrade material will be de-compacted and graded into the adjacent soils to the approximate pre-existing topography. The area will be covered with topsoil and re-vegetated.

### 3. Site Restoration

Bennington Wind will restore all disturbed sites within the Project area to as near as practicable the same condition that existed prior to construction, subject to the following:

- a. To the extent necessary, Bennington Wind or its Contractors will remove topsoil from all work areas prior to component removal, and store it in a designated location separate from other excavated material. Topsoil will be de-compacted to match the density and consistency of the immediate area. The topsoil will be replaced to original depth, and original surface contours reestablished where possible. Any topsoil deficiency and trench settling will be mitigated with imported topsoil consistent with the quality of the affected site.
- b. Following decommissioning activities, Bennington Wind or its Contractors will de-compact and restore the sub-grade material and topsoil to a density and depth consistent with the surrounding fields or to a depth of 18 inches. The affected areas will be inspected, cleaned, and all debris removed.
- c. Bennington Wind or its Contractors will seed all disturbed soils surfaces within agricultural fields with a seed mix agreed upon with the landowner in order to maintain consistency with the surrounding agricultural uses. All other disturbed areas will be restored to a condition and forage density reasonably similar to original conditions. In all areas, restoration shall include, as reasonably required, leveling, terracing, mulching, and other necessary steps to prevent soil erosion, to ensure establishment of suitable grasses and forbs, and to control noxious weeds and pests.

### 4. Financial Assurance

- a. Bennington Wind shall provide security sufficient for decommissioning costs in the form of a performance bond (the « Decommissioning Security ») to ensure the availability of funds for such costs to Marshall County. The performance bond shall be issued by a surety registered with AM Best and which is, at the time of delivery of the bond, on the authorized insurance provider list published by the Illinois Department of Insurance and the US Treasury Department's circular 570 list. The Decommissioning Security shall be put in place no later two (2) weeks before construction commencement.
- b. The Decommissioning Security shall be in an amount equal to the currently approved Decommissioning Cost Estimate which is, at the date of signature of this Agreement, detailed in Exhibit A, and later, as further revaluated following Clause 4d below). The Parties expressly agree that the amount (the

« Decommissioning Cost Estimate » as further detailed in Exhibit A) represents the gross amount of the decommissioning and road restoration costs minus the material salvage value. The Parties expressly agree that the Decommissioning Cost Estimates defined herein covers the full decommissioning of the Project and Township road damages mitigation, if any. The Decommissioning Cost Estimate reflects the decommissioning scope of work and assumptions detailed through Exhibit B - Decommissioning Process.

- c. The performance bond may be for a term of not less than one (1) year but no longer than four (4) years, and shall be continuously renewed, extended, or replaced so that it remains in effect for the remaining term of this Agreement or until the decommissioning obligations have been satisfied in accordance with the provisions of this Agreement and Exhibit #B, whichever occurs sooner. In order to ensure continuous renewal of the performance bond with no lapse, each performance bond shall be required to be extended or replaced at least one month in advance of its expiration date at the previous amount or modified per Item 4.d. Failure to secure such renewal or extension thirty (30) days in advance of this four (4) year anniversary date to insure continuous performance bond renewal shall constitute a default under this Agreement.
- d. The Decommissioning Cost Estimate shall be revaluated once every four (4) years thereafter from the commencement of commercial operation of the project as follows: Bennington Wind, using a professional engineer registered in the State of Illinois (the « Professional Engineer »), shall adjust the amount of the Decommissioning Security to ensure the Decommissioning Cost Estimate has been updated and reflects current market conditions by adjusting the monetary unit rates set forth in the tables of Exhibit A. Bennington Wind shall, upon receipt, provide a copy of the adjusted Professional Engineer's report to the Authority. The cost of updating the Decommissioning Cost Estimate will be borne by Bennington Wind.
- e. If Bennington Wind completes the Project Decommissioning Works as described herein, the funds within the Decommissioning Security will be released in full back to Bennington Wind no later than three (3) months after completion by Bennington Wind of the decommissioning work.
- f. In case Bennington Wind puts in place the Decommissioning Security but does not effectively commence Project construction, the Authority shall return the Decommissioning Security to Bennington Wind upon the earlier of a) Bennington Wind's building permit(s) expiring, or b) Bennington Wind's return of the County building permits.
- g. In the event that Bennington Wind does not fulfill its Decommissioning obligations, the County shall have access to the Project site within twelve (12) months of the planned termination of project operations, or six (6) months from the abandonment of the facility due to financial or other issues or the cessation of operations for any other reason.

- h. For all decommissioning and restoration works where Authority may have to use the funds originating from the Decommissioning Security, the Authority will be responsible for decommissioning and restoration.
- i. The funds available through the Decommissioning Security will not serve any other purpose.

**5. Decommissioning Phase Road Usage Agreement**

Bennington Wind and the Authority will use the aforementioned performance bond to cover the potential damages to the Township roads which may be used during the decommissioning phase.

**6. Insurance and limitation of liability**

a. Insurance

During decommissioning, Bennington Wind will maintain commercial general liability insurance covering property damage and personal injury arising from the decommissioning works performed on the Wind Project. Such insurance coverage shall be written with a primary limit of not less than \$1,000,000 per occurrence. Bennington Wind will maintain excess/umbrella liability insurance providing coverage limits in excess of the primary limits. Such insurance coverage shall have a limit of liability of not less than \$10,000,000 in aggregate. The above-mentioned insurance shall name the Authority, the County, its Board, its officers, and its employees as additional insureds.

**7. Miscellaneous**

Any changes in the Decommissioning Cost Estimate as shown in Exhibit #A will be subject to the terms of this Agreement, and in case of conflict, this Agreement shall take priority over the Exhibits.

[Signature page follows]

AK  
ETC

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

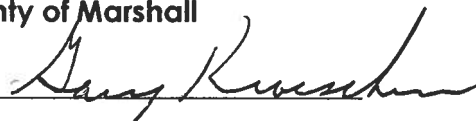
**Minonk Stewardship Wind LLC**

By 

Name: THOMAS COZART

Its: MANAGER

**County of Marshall**

By 

Name: GARY KROESCHGEN

Its: MARSHALL COUNTY CHAIR

List of Exhibits

Exhibit A – Engineer's Estimated Cost of Decommissioning

Exhibit B – Decommissioning Process

**Exhibit A**

**Engineer's Estimated Cost of Decommissioning**

<b>Bennington Wind Project - DECOMMISSIONING COST ESTIMATE</b>	
General Conditions (Field Staff Cost)	\$181,000
Operation & Maintenance Building (Assume Resale)	\$59,051
Substations (Dismantle and Removal)	\$156,506
Met Tower (Dismantle and Removal)	\$4,689
Access Road Removal (Remove Agg./Regrade)	\$376,368
Crane Path Restoration (Water Crossing Removals and Decompaction)	\$38,330
Crane Mobilization (2, Mobilization and Demobilization)	\$400,000
Turbine Tower Dismantle and Salvage Prep (Dismantle/Salvaging)	\$1,022,476
Transformer Removal	\$37,642
Blade Disposal (Dismantle/Disposal)	\$237,079
Turbine Foundation Removal (36 inches Demolition/Removal)	\$309,516
Electrical Collection/Transmission Line Removal	\$14,230
Erosion and Sediment Control BMP's	\$12,141
Site Restoration (Final Surfacing and Revegetation following Removals)	\$214,327
Public Road Restoration	\$660,000
Subtotal	\$3,723,356
Contingency (15%)	\$558,503
Total Estimated Decommissioning Cost (not including salvaged value)	\$4,281,859
County Administration Costs (2.5%)	\$107,000
Crop Loss (58.1 Acres)	\$29,050
Total Cost	\$4,417,909
Total Estimated Decommissioning Cost per Turbine (not including salvage value)	\$133,876
Total Salvage Value for Project (33 Turbines)	\$1,794,800
Salvage Value per Turbine (33 Turbines)	\$54,388
Total Estimated Decommissioning Cost (including salvaged value)	\$2,623,109
Total Net Decommissioning Cost Per Turbine Minus Salvage Value	\$79,488

*JK*  
*TE'*

## Exhibit B

### DECOMMISSIONING PROCESS

#### 1. Decommissioning procedure

All decommissioning and restoration activities will adhere to the Marshall County WECS ordinance (§4.22.9), as well as all applicable state and federal regulations.

The decommissioning and restoration process includes removal of aboveground structures; removal of foundation structures to a depth of 36 inches below the soil surface; infield access and crane pad grading to original slopes; restoration of topsoil; and re-vegetation and seeding. Access roads, fencing, and other minor improvements made on behalf of the Project will not be removed unless the associated landowner requests removal.

Aboveground structures include the turbines, transformers, overhead transmission lines, Project-owned portions of the switchyard and interconnection facilities (if any), meteorological (met) towers, maintenance buildings, and access gates. Belowground structures include turbine and building foundations; electrical distribution system conduits; and project-specific drainage structures.

The same soil erosion and sediment control measures and other BMPs established for construction of the Project shall also be followed during decommissioning, except as modified by the Illinois Environmental Protection Agency (IEPA) prior to removal commencement.

#### **WECS Removal**

High value components, such as hydraulic pumps or machine parts, will be stripped for re-sale and the remaining material will be reduced to shippable dimensions and transported off-site for proper recycling or disposal. Control cabinets, electronic components, and internal cables will be removed. The blades, hub, and nacelle will be lowered to grade for disassembly. The tower sections will be lowered to the ground where they will be further disassembled or cut into transportable sections. All WECS pieces will be disassembled or cut into sizes so that loads will comply with Township road weight limits. Overweight loads will not occur. All work will be done under environmental standards to protect recycling wastes from entering the soil, water, or air. The area will be cleaned and all debris removed.

#### **WECS Foundation Removal**

Topsoil will be removed from an area surrounding the foundation and stored for later replacement. In accordance with §4.22.9.b. of the Marshall County zoning ordinance of December 11<sup>th</sup>, 2008, last amended October 11, 2018, turbine foundations will be excavated to a depth of 36 inches below the soil surface to remove all anchor bolts, rebar, conduits, cable, and concrete. After removal of all noted foundation materials, the area of excavation will be refilled with clean sub-grade material of quality comparable to the immediate surrounding area. The sub-grade material will be compacted to a density similar to the surrounding sub-

JK  
etc



grade material. Some unexcavated areas will be compacted to a level greater than the surrounding areas during construction by the decommissioning equipment, such as cranes and trucks. These areas will be de-compacted to adequately restore the topsoil and sub-grade material to the proper density consistent with the surrounding area. The area will be cleaned and all debris removed.

### **Underground Electrical Distribution System**

The cables and conduits contain no materials known to be harmful to the environment and will be cut back to a depth through 36 inches below the soil surface. All cables and conduits greater than 36 inches beneath the surface will be abandoned in place.

### **Overhead Electrical Distribution System**

The conductors will be removed and stored in a pre-approved location. Switches and other hardware will be removed and delivered to a recycling processing company. The supporting poles will be removed and the holes filled in with compatible sub-grade material. In areas where environmental damage from complete removal may outweigh the benefits, the poles will be sawed flush with the surrounding grade. The poles will be stored in a pre-approved location and stored conductors and poles will be later removed and transported to appropriate facilities for salvage or disposal. The area will be cleaned and all debris removed.

### **Switchyard**

Disassembly of the switchyard will include only the areas owned by Bennington Wind LLC; any system upgrades made by Bennington Wind LLC and conveyed to the transmission owner will remain in place). Steel, conductors, switches, transformer, etc., will be reconditioned and reused, sold as scrap, recycled, or disposed of appropriately depending on market value and demand. Foundations and underground components will be removed to a depth of 34 inches below surface and the excavation filled, contoured, and re-vegetated. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted to adequately restore the topsoil and sub-grade material to the proper density consistent with the surrounding area. The area will be cleaned and all debris removed.

### **Access Roads**

During the decommissioning process, access roads to turbines may need to be temporarily widened in order to accommodate the transportation of appropriately sized cranes or other machinery required for the disassembly and removal of the turbines.

Unless otherwise requested by the participating landowner, permanent access roads constructed to accommodate the Project will remain in place. Ditch crossings connecting access roads to public roads will be removed unless otherwise requested by the participating landowner or County. Improvements to township and county roads that were not removed after construction will likely remain in place.

*JK  
Tie'*

The aggregate base roads will be removed from the site. Remaining subgrade material will be de-compacted and graded into the adjacent soils to the approximate pre-existing topography. The area will be covered with topsoil and re-vegetated.

**Site Restoration**

All disturbed sites within the Project area will be restored to as near as practicable the same condition that existed prior to construction. To the extent necessary, topsoil will be removed from all work areas prior to component removal, and stored in a designated location separate from other excavated material. Topsoil will be de-compacted to match the density and consistency of the immediate area. The topsoil will be replaced to original depth, and original surface contours reestablished where possible. Any topsoil deficiency and trench settling will be mitigated with imported topsoil consistent with the quality of the affected site.

Following decommissioning activities, the sub-grade material and topsoil from all affected agricultural areas will be de-compacted and restored to a density and depth consistent with the surrounding fields or to a depth of typically 18 inches. The affected areas will be inspected, cleaned, and all debris removed.

All disturbed soils surfaces within agricultural fields will be seeded with a seed mix agreed upon with the landowner in order to maintain consistency with the surrounding agricultural uses. All other disturbed areas will be restored to a condition and forage density reasonably similar to original conditions. In all areas, restoration shall include, as reasonably required, leveling, terracing, mulching, and other necessary steps to prevent soil erosion, to ensure establishment of suitable grasses and forbs, and to control noxious weeds and pests.

**Road Use Agreement During Decommissioning**

Prior to initiating decommissioning activities stand-alone road agreements will be secured with the appropriate road jurisdictions.

JK  
Te'