

Permit No.: 28.000049

Effective Date: February 17, 2016

Authorization Date: July 23, 2019

Expiration Date: February 17, 2021

Issued To: Van Eaton Ready Mix – Cemco-275

GENERAL PERMIT TO OPERATE UNDER THE
AIR QUALITY OPERATING PERMIT PROGRAM AND SURFACE WATER
DISCHARGE SYSTEM FOR PORTABLE CONCRETE PLANTS IN SOUTH DAKOTA

In compliance with the provisions of the South Dakota Codified Law 34A-1-56, portable concrete plants with potential emissions of less than 100 tons per year of any one criteria pollutant are authorized to operate at locations throughout the state of South Dakota, in accordance with emissions limitations, operating requirements and other conditions set forth in this General Permit.

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD), Chapters 74:52:01 through 74:52:11, portable concrete plants located within the state of South Dakota are authorized to discharge stormwater associated with industrial activity to surface waters of the state in accordance with discharge point(s), effluent limits, monitoring requirements and other conditions set forth herein.

Signed this



Rex Hagg, Chairman
Board of Minerals and Environment

Signed this



Steven M Pirner, Secretary
Department of Environment and Natural
Resources

Hyde County Auditor

412 Commercial Ave. SE
Highmore, SD 57345
1-605-852-2519
Fax: 1-605-852-3178

August 7, 2019

Triple H Wind by Wanzek Construction
C/O Tanya L. Lance
4850 32nd Ave. S.
Fargo, ND 58104

Dear Tanya,

Enclosed please find a copy of the Application for Conditional Use Permit #2019-007. The action that was taken by the Board of Adjustment is on the back of the form. Our Deputy State's Attorney has asked that you provide us with documentation of your authority to execute this application for Triple H Wind. If you have any questions feel free to call me at 605.852.2519, or contact Deputy State's Attorney, Emily Sovell, at 605.852.2761.

Respectfully,



Marilyn Ring
Hyde County Auditor

Enclosure

HYDE COUNTY

Application #: CUP 2019-007

Application for Conditional Use Permit (CUP)

Application Fee-\$200.00

Applicant/Owner Name/Address: Triple H Wind by Wanzek Construction, Inc. 4850 32nd Ave S, Fargo ND 58104

Site address: 20193 333rd Ave, Highmore SD 57345

Phone #: 701-893-3768

Current Zoning: AG - A

Legal Description for Requested CUP (attach additional sheets if necessary): See Attached

Quarter _____ **Section** _____ **Township** _____ **Range** _____

General Area or Street Address Batch Plant site 1 will be located NW of 202nd Street & 333rd Ave intersection.

Batch Plant site 2 will be located approximately 1850' SE of 201st Street & Holabird Grade intersection.

Reason for Requesting CUP: Triple H Wind Farm will need two batch plants during the construction phase of the project.

Batch plants will produce concret for 92 wind turbine foundations. Once foundations are complete, batch plants will be demobilized and removed from sites. Land will be restored to previous condition.

1. Describe the special circumstances or conditions that exist that requires a CUP: _____

Batch Plant CUP requirements were a stipulation in original Hyde County approval of Triple H Wind Farm.

2. Describe how this variance, if approved, would affect neighboring property owners: _____

The batch plants will only be in place temporarily, there will be no long term affects on any neighboring property owners.

3. What is the purpose/intended use of the proposed project: The intended use of the batch plant is

to produce concrete for use in 92 wind turbine foundations for the Triple H Wind Project.

4. Additional Information: Legal Description Information, Hyde County Parcel ID information, Memorandum of lease and/or easement documents are, South Dakota Department of Environment & Natural Resources Portable Concrete Batch Plant applications are all attached.

Attach plans and/or drawings for review by the board. The board may request additional documentation as necessary.

Applicant/Owner Signature: Tanya Dance **Date:** 7/17/2019

Application #: 2019-007

The Hyde County Board of Adjustment takes the following action on the above application number:

X Approved as applied

X Approved with following the special conditions: Wanzek Construction
Inc., Providing proof of Authority to execute the
application through the Triple H Winds Easement
Authority of Record

_____ Denied for the following reasons: _____

Robert Bawdon
Chairperson, Hyde County Board of Adjustment

August 6, 2019
Date

Mary King
Attest by Hyde County Auditor

August 6, 2019
Date

This permit/application shall automatically expire if the use permitted has not been started within two (2) years of approval or if the use permitted ceases for a period of twelve (12) months. This permit applies to the use of the property and remains valid for any future owners or operators as long as the use of the property does not change.

Official Use Only

Date Application Filed: 7-17-2019

Application Fee Receipt # (non-refundable): 23697

Dates Published: 7-25-2019 ÷ 8-1-2019

Hearing Date: August 6, 2019

Notice of Board Action Sent to: Landowner X

Zoning Administrator: CS

Further Action Required: Wanzek Construction providing proof of Authority to
execute the application through the Triple H Winds easement authority
of Record.

Hyde County Building Permit Application

Permit #: 19-0008

Owner/Applicant Name: Triple H Wind by Wanzek Construction, Inc. Phone # 701-893-3768
Address: 20193 333rd Ave City: Highmore State: SD Zip: 57345
Contractor Name/Address: Wanzek Construction, Inc.
4850 32nd Ave South, Fargo, ND 58104 Phone #: 701-893-3768
Legal Description of Structure Location: Quarter SE4 Section 2 Township 111 Range 72
Distance from Edge of Nearest Road/Section Line: 170' (must be a minimum of 50 feet away from edge or variance needed)
Estimated Cost of Structure/Building: \$ 1,800,000.00 Estimated Completion Date: 6/8/2020

Type of Structure: New ☒ Addition ☐ Move ☐ Manufactured Home ☐
Type of Construction: FRAME ☐ STEEL ☒ POLE ☐ BRICK ☐ OTHER ☐

STRUCTURE INFORMATION:

ADDITIONAL INFORMATION ON BACK

HOUSE: Dimensions _____ Square Feet: _____ Stories: _____
Bedrooms: _____ Bathrooms: _____ Siding: _____ Roofing: _____
BASEMENT: Cement _____ Wood _____ Block _____ Other _____ Finished _____ Unfinished _____
HEAT/COOL: Force Air _____ Electric _____ Propane _____ Heat Pump _____ Geothermal _____ Central Air _____ Other _____
FIREPLACE: # _____ Type: Gas/Propane _____ Electric _____ Wood _____ Other _____
GARAGE: Size _____ Height: _____ # of Stalls: _____ Finished: _____ Siding: _____ Roof: _____
Attached _____ Detached _____
GRAIN BINS: Diameter: _____ Height: _____ Aeration: _____ Unload Auger: _____ Pad: _____
OTHER: Storage Sheds, Shops, Barns, Decks, etc.
Type: O&M Building (Metal Building) Floor Type: Concrete Size: 104' X 65'
Side Wall Height: 18' Siding: Metal Roofing: Metal
Insulated: Yes ☒ No ☐ Office: Yes ☒ No ☐ If, yes size 3,265 Electricity: Yes ☒ No ☐

The above information is, to the best of my knowledge true and accurate. It is understood and agreed that any error, misstatement, or misrepresentation of fact, either with or without intention on my part, such as might, if known cause a refusal of application, or an alteration or change in plans made without approval of the Zoning Administrator, subsequent to the issuance of the building permit, shall constitute sufficient grounds for the revocation of such permit. Nonconformance with permit information may also constitute a violation of the zoning ordinance, and as such be liable for the penalties prescribed by law.

Owner/Applicant Signature Tamara D. Dancer Date 7/29/2019

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Permit #: 19-0008

ADDITIONAL INFORMATION FROM FRONT SIDE: Application is for the Triple H Wind Farm O&M Building.

Part of the O&M Building will be used for office space and the remaining space will be used for shop and storage space.

No 023738

OFFICE OF COUNTY TREASURER

Hyde County, South Dakota

Highmore, S. Dak., August 7, 20 19

Received of Engie WR Holdings LLC
four hundred & no/100 Dollars
being money for Building permit for wind office building

Credit 101 - 324.00 Fund

\$ 400⁰⁰

Nebr Houdak
County Treasurer.
By _____, Deputy

PRINTED BY LAR-JO'S 605-225-4922

ZONING ADMINISTRATOR USE ONLY

☒ Approved

☐ Disapproved—Explanation _____

☒ Fee Paid in the amount of \$400 Cash _____ Check 00000 10772 Receipt # 023738

Signed Zoning Administrator: Carrie Stephenson Date: 8-7-19

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Hyde County Building Permit Application

Permit #: 20-0006

Owner/Applicant Name: Triple H Wind Project, LLC by Wanzek Construction Phone # _____

Address: 1990 Post Oak Blvd, Suite 1900 City: Houston State: TX Zip: 77056

Contractor Name/Address: Wanzek Construction, Inc.

4850 32nd Ave S, Fargo, ND 58104 Phone #: 701-893-3768

Legal Description of Structure Location: Quarter SE Section 2 Township 111 Range 72

Distance from Edge of Nearest Road/Section Line: 300' (must be a minimum of 50 feet away from edge or variance needed)

Estimated Cost of Structure/Building: \$ 1,000,000.00 Estimated Completion Date: 8/30/2020

Type of Structure: New ☒ Addition _____ Move _____ Manufactured Home _____

Type of Construction: FRAME _____ STEEL ☒ POLE _____ BRICK _____ OTHER ☒

ADLS System

STRUCTURE INFORMATION:

ADDITIONAL INFORMATION ON BACK _____

HOUSE: Dimensions _____ Square

Feet: _____ Stories: _____

Bedrooms: _____ Bathrooms: _____ Siding: _____ Roofing: _____

BASEMENT: Cement _____ Wood _____ Block _____ Other _____ Finished _____ Unfinished _____

HEAT/COOL: Force Air _____ Electric _____ Propane _____ Heat Pump _____ Geothermal _____ Central Air _____ Other _____

FIREPLACE: # _____ Type: Gas/Propane _____ Electric _____ Wood _____ Other _____

GARAGE: Size _____ Height: _____ # of Stalls: _____ Finished: _____ Siding: _____ Roof: _____

Attached _____ Detached _____

GRAIN BINS: Diameter: _____ Height: _____ Aeration: _____ Unload Auger: _____ Pad: _____

OTHER: Storage Sheds, Shops, Barns, Decks, etc. Triple H Wind Farm ADLS System

Type: Steel Tower Floor Type: _____ Size: 83.4'

Side Wall Height: _____ Siding: _____ Roofing: _____

Insulated: Yes _____ No _____ Office: Yes _____ No _____ If, yes size _____ Electricity: Yes _____ No _____

The above information is, to the best of my knowledge true and accurate. It is understood and agreed that any error, misstatement, or misrepresentation of fact, either with or without intention on my part, such as might, if known cause a refusal of application, or an alteration or change in plans made without approval of the Zoning Administrator, subsequent to the issuance of the building permit, shall constitute sufficient grounds for the revocation of such permit. Nonconformance with permit information may also constitute a violation of the zoning ordinance, and as such be liable for the penalties prescribed by law.

Owner/Applicant Signature Tanya Odance Date 4/24/2020

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Permit #: 20-0006

ADDITIONAL INFORMATION FROM FRONT SIDE: Install ADLS System including tower and all other associated components required for Triple H Wind Project.

ZONING ADMINISTRATOR USE ONLY

P Approved

Disapproved—Explanation _____

P Fee Paid in the amount of \$400.00 Cash _____ Check 131103 Receipt # 02488

Signed Zoning Administrator: Carrie Stephens Date: 5-8-2020

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Hyde County Building Permit Application

Permit #: 19-0010

Owner/Applicant Name: Triple H Wind by Wanzek Construction, Inc. Phone #: 701-893-3768
 Address: 20193 333rd Ave City: Highmore State: SD Zip: 57345
 Contractor Name/Address: Wanzek Construction, Inc.
4850 32nd Ave South, Fargo, ND 58104 Phone #: 701-893-3768
 Legal Description of Structure Location: Parcel # 000956 Quarter SW4 Section 8 Township 111 Range 72
 Distance from Edge of Nearest Road/Section Line: See Attached (must be a minimum of 50 feet away from edge or variance needed)
 Estimated Cost of Structure/Building: \$ 350,000.00 Estimated Completion Date: 7/31/2020

Type of Structure: New X Addition _____ Move _____ Manufactured Home _____
 Type of Construction: FRAME _____ STEEL _____ POLE _____ BRICK _____ OTHER X
 (1) MET Tower

STRUCTURE INFORMATION:

ADDITIONAL INFORMATION ON BACK X

HOUSE: Dimensions _____ Square Feet: _____ See Attached Dimensions
 Bedrooms: _____ Bathrooms: _____ Siding: _____ Roofing: _____
 BASEMENT: Cement _____ Wood _____ Block _____ Other _____ Finished _____ Unfinished _____
 HEAT/COOL: Force Air _____ Electric _____ Propane _____ Heat Pump _____ Geothermal _____ Central Air _____ Other _____
 FIREPLACE: # _____ Type: Gas/Propane _____ Electric _____ Wood _____ Other _____
 GARAGE: Size _____ Height: _____ # of Stalls: _____ Finished: _____ Siding: _____ Roof: _____
 Attached _____ Detached _____
 GRAIN BINS: Diameter: _____ Height: _____ Aeration: _____ Unload Auger: _____ Pad: _____
 OTHER: Storage Sheds, Shops, Barns, Decks, etc. (1) 280' MET Tower
 Type: MET Tower Floor Type: _____ Size: 280'
 Side Wall Height: _____ Siding: _____ Roofing: _____ See Attached Dimension Sheet
 Insulated: Yes N/A No _____ Office: Yes N/A No _____ If, yes size _____ Electricity: Yes X No _____

The above information is, to the best of my knowledge true and accurate. It is understood and agreed that any error, misstatement, or misrepresentation of fact, either with or without intention on my part, such as might, if known cause a refusal of application, or an alteration or change in plans made without approval of the Zoning Administrator, subsequent to the issuance of the building permit, shall constitute sufficient grounds for the revocation of such permit. Nonconformance with permit information may also constitute a violation of the zoning ordinance, and as such be liable for the penalties prescribed by law.

Owner/Applicant Signature Tanya Blance Date 8/9/2019

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Permit #: 19-00010

ADDITIONAL INFORMATION FROM FRONT SIDE: Install (1) 280' MET Tower for Triple H Wind Project.

conduit, wiring and all other associated components required for Triple H Wind Project.

OFFICE OF COUNTY TREASURER

Hyde County, South Dakota

No **023748**

Highmore, S. Dak., August 13, 20 19

Received of Vanessa Lence for Triple H Wind by Wankel Const Inc
Twenty & no 100 Dollars
being money for Met tower bldg permit

Credit 101-324.00 Fund

\$ 20.00

Libra Hrudik
County Treasurer.
By _____, Deputy

PRINTED BY LAR-JO'S 605-225-4922

ZONING ADMINISTRATOR USE ONLY

☒ Approved

☐ Disapproved—Explanation _____

☒ Fee Paid in the amount of \$20 Cash _____ Check 122 Receipt # 023748

Signed Zoning Administrator: Cami Stephens Date: 8-13-19

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Hyde County Building Permit Application

Permit #: 19-0008

Owner/Applicant Name: Triple H Wind by Wanzek Construction, Inc. Phone # 701-893-3768
Address: 20193 333rd Ave City: Highmore State: SD Zip: 57345
Contractor Name/Address: Wanzek Construction, Inc.
4850 32nd Ave South, Fargo, ND 58104 Phone #: 701-893-3768
Legal Description of Structure Location: Quarter SE4 Section 2 Township 111 Range 72
Distance from Edge of Nearest Road/Section Line: 170' (must be a minimum of 50 feet away from edge or variance needed)
Estimated Cost of Structure/Building: \$ 1,800,000.00 Estimated Completion Date: 6/8/2020

Type of Structure: New ☒ Addition ☐ Move ☐ Manufactured Home ☐
Type of Construction: FRAME ☐ STEEL ☒ POLE ☐ BRICK ☐ OTHER ☐

STRUCTURE INFORMATION:

ADDITIONAL INFORMATION ON BACK

HOUSE: Dimensions _____ Square Feet: _____ Stories: _____
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OTHER: Storage Sheds, Shops, Barns, Decks, etc.
Type: O&M Building (Metal Building) Floor Type: Concrete Size: 104' X 65'
Side Wall Height: 18' Siding: Metal Roofing: Metal
Insulated: Yes ☒ No ☐ Office: Yes ☒ No ☐ If, yes size 3,265 Electricity: Yes ☒ No ☐

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Owner/Applicant Signature Tamara D. Dancer Date 7/29/2019

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Permit #: 19-0008

ADDITIONAL INFORMATION FROM FRONT SIDE: Application is for the Triple H Wind Farm O&M Building.

Part of the O&M Building will be used for office space and the remaining space will be used for shop and storage space.

No 023738

OFFICE OF COUNTY TREASURER

Hyde County, South Dakota

Highmore, S. Dak., August 7, 20 19

Received of Engie WR Holdings LLC
Four hundred & no 100 Dollars
being money for Building permit for wind office building

Credit 101 - 324.00 Fund

\$ 400⁰⁰

Nebr Houdak
County Treasurer.
By _____, Deputy

PRINTED BY LAR-JO'S 605-225-4922

ZONING ADMINISTRATOR USE ONLY

☒ Approved

☐ Disapproved—Explanation _____

☒ Fee Paid in the amount of \$400 Cash _____ Check 00000 10772 Receipt # 023738

Signed Zoning Administrator: Carrie Stephenson Date: 8-7-19

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.



BOARD OF DIRECTORS

RICK BENSON
Wolsey
Rural 5

LESLIE BROWN
Harrold
Rural 2

LENNIS FAGERHAUG
Wessington Springs
Rural 4

DWIGHT GUTZMER
Highmore
Municipal

JAMES MCGILLVREY
Wolsey
Municipal

JEFFREY MCGIRR
Huron
Municipal

SCOTT OLIGMUELLER
Miller
Rural 3

DARRELL RASCHKE
Huron
Municipal

STEVE ROBBENNOLT
Gettysburg
Rural 1

608 W. 14th Street
PO Box 318
Miller, SD 57362

PH: 605-853-3159
TF: 1-800-439-3079
FX: 605-853-3245

www.mdrws.com
office@mdrws.com

Scott Gross
General Manager-CEO

Our mission is...
To enhance
quality of life
with high
quality water
and excellent
service.

March 10, 2020

Engie North America
% Mitch Martin
MBA Energy & Industrial
33126 Magnolia Cir
Magnolia TX 77354

Dear Mitch:

Enclosed please find the application to install water service at your location which will be on Mid-Dakota's Post Construction "Waiting List." The Waiting List was started a couple of years ago, in response to people and entities who wanted water service from Mid-Dakota but could not get it due to the moratorium on new hookups at that time.

New hookups are subject to a hydraulic review to determine if the location can be served. If your location cannot be served, we will refund your payment less the \$300 application fee.

Cost for inclusion on the "Waiting List" will be a \$2,550.00 lump sum hookup fee including the signed "Addendum" (agreeing to 3 years minimum bill), plus a refundable \$100.00 meter deposit if one for you is not currently on file with Mid-Dakota and a \$200.00 membership fee if you are not already a member. This fee is inclusive of all hookup and construction costs for placement of the Meter Pit up to 300 feet from the Mid-Dakota main pipeline. Pipelines that must extend beyond 300 feet or beyond the meter pit will have an additional charge of \$3.60 per lineal foot assessed. You will receive up to a 15' stub-out from the meter pit. You have the option of having Mid-Dakota's contractor do optional work after the meter pit at your facilities for an additional cost or you can choose to have the work done after the meter pit by your own contractor at your own cost.

If additional units of water are required for watering livestock the hook-up fee would go up accordingly. Example a 2-unit would be \$2,800.00 with a signed Addendum and a 4-unit would be \$3,100.00 with a signed Addendum or a 6-unit would be \$3,400.00 with a signed Addendum.

For Special (Bulk) Users and mainline extension if needed to serve multiple Users, the hookup and aid-to-construction costs are computed individually and on a case-by-case basis.

"Mid-Dakota Rural Water System, Inc. is an Equal Opportunity Provider"

If you choose to participate, your hook-up would be placed on the current Post Construction "Waiting List". Mid-Dakota staff will continue to install individuals on this list using the same criteria we have been using:

"Date" When did the User sign up?

"Urgency" Is the hookup an emergency or can the User defer construction?

"Payment" Can the User pay for construction now?

Attached you will find the Mid-Dakota Rural Water "Water User Agreement" and "Addendum to Agreement" which will both need to be signed and returned to Mid-Dakota with a payment of **\$2,850.00** (this includes the \$100.00 meter deposit and a \$200.00 membership fee). We ask that you complete the form with as much information as you have. Please sign and date the forms, keep the yellow copy and one of the Water User Agreements and return the rest back to Mid-Dakota RWS. Once Mid-Dakota receives the paperwork and payment, we will set up a time to meet you at the site to determine the placement of the "Meter Pit" and get things coordinated with our contractor to do the install.

If you have any questions, you may call me at 1-800-439-3079.

Sincerely,

MID-DAKOTA RURAL WATER SYSTEM, INC.



DeAnn Hargens
Customer Service & Legal Records Specialist

Enclosures

Application Fee	\$ 300.00
Capacity Fee	2,250.00
Membership Fee	200.00
Meter Deposit	<u>100.00</u>
Total Due	<u>\$2,850.00</u>



Mid-Dakota Rural Water System, Inc.

608 West 14th St. * PO Box 318 * Miller SD 57362-0318 * 1-800-439-3079 * office@mdrws.com

WATER USER AGREEMENT

THIS AGREEMENT is made and entered into by and between Mid-Dakota Rural Water System, Inc., a South Dakota non-profit corporation ("Corporation"), and _____ ("Water User"), whose post office address is _____.

WHEREAS the Water User desires to purchase water from the Corporation and enter into this Water User Agreement, as required by the By-Laws and Policies of the Corporation, and Corporation desires to sell water to Water User;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the receipt and sufficiency of which is hereby agreed to by both parties, it is hereby mutually agreed as follows:

1. AGREEMENT TO FURNISH WATER. The Corporation shall furnish water for such purposes and subject to such limitations as are provided in the By-Laws and Policies for a Residential Water User Hookup to be located at the legal address of: SE1/4 of Section 2 in T111N R72W, Eagle Township, Hyde County, South Dakota. Physical address for this location is: 20269 SD Hwy 47, Highmore SD 57345

2. PAYMENT. The Water User agrees to pay the sum of \$2,850.00 DOLLARS as a hookup fee, which fee shall be used by the Corporation for construction and development of the water system and for expenses incidental thereto.

The Water User further agrees to pay for water at such rates, and at such time and place, as shall be determined by the Corporation and as set forth in the By-Laws, Policies and Rate Schedule of the Corporation, which may be changed from time to time by action of the Corporation.

Water User further agrees to pay a minimum bill, as established and determined from time to time by the Corporation, and to pay said minimum bill from the time service first becomes available at the Water User's hookup, regardless of whether or how much water is used.

3. TERM. The initial term of this Agreement shall be three year(s) from the date water service first becomes available at the Water User's hookup, and it shall automatically renew for additional terms of one year each unless previously terminated by either party pursuant to the provisions of Policy Bulletin 307 as in effect from time-to-time.

4. EASEMENT AND ACCESS TO PREMISES. The Water User agrees to cooperate with the Corporation, and agents acting on behalf of the Corporation, and does hereby grant and convey a perpetual easement in, over, under, and upon the above described land, with the right to erect, construct, install and lay, and thereafter perpetually use, operate and inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purposes mentioned above. The Water User agrees to execute such other and further agreements and document as may be necessary to carry out the terms of the easement granted by this paragraph.

That it is further agreed by the parties hereto that the Water User shall grant to the Corporation final authority in making any decision on the question of the precise location of the easement and service connections; and does further agree that duly authorized agents of the Corporation shall have access at all reasonable hours to the premises of the Water User for the purpose of installing or removing Corporation's property, inspecting pipe or pipelines, reading and testing meters, or any other purpose in connection with the Corporation's services and facilities.

Mid-Dakota Rural Water System, Inc. is an Equal Opportunity Provider.

5. **CORPORATION POLICIES.** The Water User further agrees to abide by and be governed by the Corporation's By-Laws and Policies, as the same may from time to time be amended and apply to his or her use of the Corporation's water system or to his or her relations with the Corporation. Water User further agrees that he or she has examined and reviewed the Policies currently in effect upon the date of this Agreement, and he or she agrees to be bound thereby.

6. **METER DEPOSIT.** Water User agrees to pay a refundable meter deposit in the amount of \$100.00, as established in the Corporation's Policies. Said deposit is refundable, but only in accordance with the Corporation's Policies and only if all amounts due and owing to the Corporation are paid in full.

7. **LANDOWNER GUARANTEE.** Landowner hereby unconditionally guarantees the payment by Landowner's Lessees or other Non-Landowner Water Users on Landowner's property of any Water User fees, costs of water service or other amounts owed and left unpaid by any such Lessee or other Non-Landowner Water User to the Corporation.

8. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties concerning its subject matter. Time is of the essence in the performance of the covenants, terms and conditions of this Agreement. This Agreement may only be amended by a written document, executed with the same formalities as this Agreement, except that any changes to the Corporation's Policies, which Policies are hereby incorporated herein by this reference, shall automatically be deemed an amendment to this Agreement. This Agreement and all of its terms shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

19

Dated this _____ day of _____, 2020.

(Signature) Landowner if other than Water User

(CORPORATE SEAL)

RECEIPT # _____

(Signature) Water User

March

BY: DeAnn Hargens
Customer Service & Legal Records Spec.
(Title of Officer)

Mid-Dakota Rural Water System, Inc. is an Equal Opportunity Provider.

MID-DAKOTA RURAL WATER SYSTEM, INC.
ADDENDUM TO WATER USER AGREEMENT

This Addendum is made and entered into this _____ day of _____, 20____, by

_____, _____ County, South Dakota, (hereinafter referred to individually/collectively as Water User) and Mid-Dakota Rural Water System, Inc., P.O. Box 318, Miller, South Dakota 57362-0318 (hereinafter referred to as Mid-Dakota). The parties acknowledge and agree as follows:

1. On _____, 20____, Water User executed a Water User Agreement with Mid-Dakota for a Residential hookup located at SE 1/4 of Section 2 in T111N R72W, Eagle Township, Hyde County
20269 SD Hwy 47
South Dakota.
2. As provided in Mid-Dakota Policy Bulletin 200 (revised April 2011), Water User has elected to agree to pay monthly minimum bills for a term of three (3) years in exchange for a twenty-five (25) percent reduction in Water User's hook-up fees. In consideration of the twenty-five (25) percent reduction described herein, Water User hereby agrees that Water User will pay the monthly minimum bill as soon as water is available at this location, and for a minimum term of thirty-six (36) months thereafter. For the purposes of this Addendum, "available" means construction is complete up to the Mid-Dakota meter and water is available to flow to the meter. Water is deemed available regardless of work to be finished on User's side of the Mid-Dakota meter. Payment of the monthly minimum bill is required regardless of whether an actual physical connection has been made to the Water User's home or system, and regardless of whether User is using water.
3. User further acknowledges and agrees that the minimum bill which User is required to pay includes both a debt payment component and a demand charge component. Both components will be due and payable during the term of this Addendum regardless of whether the hook-up is connected to the User's end location or water is used or not.

Dated this _____ day of _____, 20____.

Water User

Mid-Dakota Rural Water System, Inc.

By: DeAnn Hargens
Its: Customer Service + Legal Records Spec.

MID-DAKOTA RURAL WATER SYSTEM, INC.

ADDENDUM TO WATER USER AGREEMENT

This Addendum is made and entered into this _____ day of _____, 20____, by

Triple H Wind Project LLC

20269 SD Hwy 47, Highmore SD 57345

_____, County, South Dakota, (hereinafter referred to individually/collectively as Water User) and Mid-Dakota Rural Water System, Inc., P.O. Box 318, Miller, South Dakota 57362-0318 (hereinafter referred to as Mid-Dakota). The parties acknowledge and agree as follows:

1. On _____, 20____, Water User executed a Water User Agreement with Mid-Dakota for a Residential hookup located at SE 1/4 of Section 2 in T111N R72W, Eagle Township, Hyde County 20275 Hwy 47 South Dakota.
2. As provided in Mid-Dakota Policy Bulletin 200 (revised April 2011), Water User has elected to agree to pay monthly minimum bills for a term of three (3) years in exchange for a twenty-five (25) percent reduction in Water User's hook-up fees. In consideration of the twenty-five (25) percent reduction described herein, Water User hereby agrees that Water User will pay the monthly minimum bill as soon as water is available at this location, and for a minimum term of thirty-six (36) months thereafter. For the purposes of this Addendum, "available" means construction is complete up to the Mid-Dakota meter and water is available to flow to the meter. Water is deemed available regardless of work to be finished on User's side of the Mid-Dakota meter. Payment of the monthly minimum bill is required regardless of whether an actual physical connection has been made to the Water User's home or system, and regardless of whether User is using water.
3. User further acknowledges and agrees that the minimum bill which User is required to pay includes both a debt payment component and a demand charge component. Both components will be due and payable during the term of this Addendum regardless of whether the hook-up is connected to the User's end location or water is used or not.

**SIGN
& DATE**



Dated this _____ day of _____, 20____.

Water User

Mid-Dakota Rural Water System, Inc.

By: DeAnn Hargena

Its: Customer Service + Legal Records Spec.

X

Title: VP Project Delivery

Hyde County Building Permit Application

Permit #: 19-0010

Owner/Applicant Name: Triple H Wind by Wanzek Construction, Inc. Phone #: 701-893-3768
 Address: 20193 333rd Ave City: Highmore State: SD Zip: 57345
 Contractor Name/Address: Wanzek Construction, Inc.
4850 32nd Ave South, Fargo, ND 58104 Phone #: 701-893-3768
 Legal Description of Structure Location: Parcel # 000956 Quarter SW4 Section 8 Township 111 Range 72
 Distance from Edge of Nearest Road/Section Line: See Attached (must be a minimum of 50 feet away from edge or variance needed)
 Estimated Cost of Structure/Building: \$ 350,000.00 Estimated Completion Date: 7/31/2020

Type of Structure: New X Addition _____ Move _____ Manufactured Home _____
 Type of Construction: FRAME _____ STEEL _____ POLE _____ BRICK _____ OTHER X
 (1) MET Tower

STRUCTURE INFORMATION:

ADDITIONAL INFORMATION ON BACK X

HOUSE: Dimensions _____ Square Feet: _____ See Attached Dimensions
 Bedrooms: _____ Bathrooms: _____ Siding: _____ Roofing: _____
 BASEMENT: Cement _____ Wood _____ Block _____ Other _____ Finished _____ Unfinished _____
 HEAT/COOL: Force Air _____ Electric _____ Propane _____ Heat Pump _____ Geothermal _____ Central Air _____ Other _____
 FIREPLACE: # _____ Type: Gas/Propane _____ Electric _____ Wood _____ Other _____
 GARAGE: Size _____ Height: _____ # of Stalls: _____ Finished: _____ Siding: _____ Roof: _____
 Attached _____ Detached _____
 GRAIN BINS: Diameter: _____ Height: _____ Aeration: _____ Unload Auger: _____ Pad: _____
 OTHER: Storage Sheds, Shops, Barns, Decks, etc. (1) 280' MET Tower
 Type: MET Tower Floor Type: _____ Size: 280'
 Side Wall Height: _____ Siding: _____ Roofing: _____ See Attached Dimension Sheet
 Insulated: Yes N/A No _____ Office: Yes N/A No _____ If, yes size _____ Electricity: Yes X No _____

The above information is, to the best of my knowledge true and accurate. It is understood and agreed that any error, misstatement, or misrepresentation of fact, either with or without intention on my part, such as might, if known cause a refusal of application, or an alteration or change in plans made without approval of the Zoning Administrator, subsequent to the issuance of the building permit, shall constitute sufficient grounds for the revocation of such permit. Nonconformance with permit information may also constitute a violation of the zoning ordinance, and as such be liable for the penalties prescribed by law.

Owner/Applicant Signature Tanya Blance Date 8/9/2019

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Permit #: 19-00010

ADDITIONAL INFORMATION FROM FRONT SIDE: Install (1) 280' MET Tower for Triple H Wind Project.

conduit, wiring and all other associated components required for Triple H Wind Project.

OFFICE OF COUNTY TREASURER

Hyde County, South Dakota

No **023748**

Highmore, S. Dak., August 13, 20 19

Received of Vanessa Lence for Triple H Wind by Wankel Const Inc
Twenty & no 100 Dollars
being money for Met tower bldg permit

Credit 101-324.00 Fund

\$ 20.00

Libra Hrudik
County Treasurer.
By _____, Deputy

PRINTED BY LAR-JO'S 605-225-4922

ZONING ADMINISTRATOR USE ONLY

☒ Approved

☐ Disapproved—Explanation _____

☒ Fee Paid in the amount of \$20 Cash _____ Check 122 Receipt # 023748

Signed Zoning Administrator: Cami Stephens Date: 8-13-19

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Midwest Region Railroads

- ☐ Chicago, Ft. Wayne & Eastern Railroad
- ☐ The Central Railroad Company of Indiana
- ☐ Indiana & Ohio Railway Company
- ☐ Illinois & Midland Railroad
- ☐ Tazewell & Peoria Railroad
- ☐ Pawnee Transloading Co.
- ☐ Central Railroad of Indianapolis
- ☐ Indiana Southern Railroad
- ☒ Rapid City, Pierre & Eastern Railroad



- ☐ Toledo, Peoria & Western Railroad
- ☐ Grand Rapids Eastern Railroad
- ☐ Huron & Eastern Railway
- ☐ Mid-Michigan Railroad
- ☐ Marquette Rail
- ☐ Michigan Shore Railroad
- ☐ Otter Tail Valley Railroad
- ☐ Tomahawk Railway
- ☐ Kyle Railroad

Check box for Railroad

Wanzek Construction, Inc. is requesting a flagman from the Railroad for the purpose of

Installation of gravel approach on each side of track.

The work location will be as follows Latitude 44.522222 Longitude -99.5225

Flagging services will be required on the following date(s) _____

I acknowledge the cost for flagging service is \$105.00 per hour, at a minimum of 8 hours billed per day. An overtime rate of \$157.50 will be billed for time over 8 hours per day and on weekends. Costs will include travel time portal to portal. I acknowledge payment for this service is due within 15 days of receiving the invoice.

Invoice Remittance Address: *Required*

ATTN: Accounts Payable
4850 32nd Ave S.
Fargo, ND 58104

Accounts Payable Contact: *Required*

NAME: Lindsey Frause
PHONE: 701-893-3630
EMAIL: lfrause@wanzek.com

Note: Invoices will be submitted electronically to the designated Contact and any additional recipients you wish to include.

Project Manager/Coordinator Contact:

Right of Entry: *Required*

NAME: Robert Monley
PHONE: 701-340-0748

PERMIT NO.: RCPE19079177

By signing below I certify that I/we have all applicable permits to be on Railroad property for said work and agree to the terms outlined above.

Signature of Authorized Representative: Robert Monley Date: 9-6-2019

Print Name: Robert Monley

Please email completed form to smoran@gwrr.com, or fax to (614) 418-9418.

Midwest Region Railroads • 4349 Easton Way, Suite 110 • Columbus, OH 43219 • Phone: (614) 479-1680 • Fax: (614) 418-9418

CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of September 1, 2019, (the "Effective Date"), by and between Rapid City, Pierre & Eastern Railroad, Inc. ("Railroad") and Wanzek Construction, Inc. ("Licensee").

WITNESSETH:

WHEREAS, Licensee has submitted a written request or application to Railroad requesting permission to enter Railroad's property at or near the location specified in Section 1 below for the limited purpose of performing certain work; and

WHEREAS, Railroad is willing to grant to Licensee the limited right and permission to enter upon such property for the limited purpose of performing such work in accordance with the terms provided herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/PAYMENT/WORK PRACTICES:

1.1 Railroad hereby conveys to Licensee the limited right and permission to enter upon the Railroad's property located at or near Milepost 429.24, MAIN LINE Subdivision, Latitude: 44.522222, Longitude: -99.5225 located in HIGHMORE, in the County of HYDE, State of SD as reflected on the map attached hereto as Exhibit A and incorporated herein by reference (the "Property") for the purpose of Licensee, through its employees, agents or contractors to INSTALL TEMPORARY CROSSING FOR INGRESS/EGRESS IN RELATION TO DELIVERIES FOR WIND COMPONENTS (the "Work"); and

1.2 Upon payment of a fee referenced in Section 11 herein, Railroad hereby grants to Licensee, the right and permission to enter upon Railroad's Property for the purpose of performing the Work, subject to the terms, conditions and provisions set forth in this Agreement.

1.3 The Work shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of Railroad's Chief Engineer, or his duly authorized representative (the "Representative"), and in a manner to avoid accident, damage or harm to persons or property and delays to or interference with the operations of Railroad.

Section 2. PRIOR NOTICE/FLAGGING/OTHER CONDITIONS.

2.1 Licensee or Licensee's contractor shall notify Railroad's Representative at least five (5) business days before proceeding with any phase of the Work on the Property and shall abide by the instructions of said Representative concerning the safety of the Railroad. All persons entering the Property pursuant to the permission granted herein shall comply with and perform the Work in accordance with Genesee & Wyoming Inc.'s Code of Ethics and Conduct and all publicly available policies referenced therein, including but not limited to the Contractor Safety Rules (collectively, the "Policies"), which can be located at https://www.gwrr.com/investors/pdfs/GWR_US_Ethics_073008.pdf and

<https://www.gwrr.com/download.axd/0774e378f35949f59f232ef1adbc63e7.pdf?d=Contractor%20Safety%20Rules>
The following Personal Protective Equipment ("PPE") must be worn at all times on the Property: Hard Hats, Safety Footwear, certified Eye Protection with side shields and approved High-Visibility Work wear. Additional forms of PPE may be required under certain circumstances as specified in the aforesaid Contractor Safety Rules.

2.2 Railroad shall furnish such personnel, flagman or watchman which in Railroad's sole discretion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work. The Licensee or its contractor shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.

2.3 No equipment of Licensee or of its contractor, shall be placed and operated, nor Work permitted to be performed at a distance closer than fifty (50) feet from the center of track, nor equipment moved across the Railroad's track(s) at other than an established public crossing, unless prior arrangements have been made with said Chief Engineer or his Representative. Appropriate precautions must be taken by Licensee and its contractor to avoid interference with or damage to Railroad's facilities during the course of the Work.

2.4 Prior to entering upon the Property, Licensee agrees to comply with **the RAILROAD'S ROADWAY WORKER PROTECTION TRAINING POLICY** as set forth in Exhibit B attached hereto and incorporated herein by reference, if such training is applicable as determined in the sole discretion of Railroad.

2.5 The permission herein granted is subject to all existing leases, licenses and occupancies of the Property by third parties. Licensee acknowledges that, in agreeing to this Agreement, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Agreement. Licensee shall secure the consent, and protect the facilities, of each such third party occupier of the Property.

2.6 Licensee shall implement and enforce a safety program conforming to all applicable requirements of federal, state and local laws, rules and regulations.

Section 3. LEGAL COMPLIANCE.

Licensee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the Work or Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" - "Call Before You Dig" requirements. Licensee shall indemnify, defend and save harmless Railroad and its affiliates from and against, and shall pay, all expenses, damages, penalties, and claims, including without limitation reasonable counsel fees, that may arise from, or be imposed because of, the failure of Licensee to comply with this Section.

Section 4. LIABILITY/INDEMNITY.

4.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad and its affiliates, and each of their directors, officers, agents and employees of Railroad, harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, employees or contractor(s) of the parties hereto, and (b) the loss or damage to any property whatsoever, including property claims, demands, suits, judgments or expenses incurred in connection therewith. resulting from or arising out of the acts or omissions of Licensee, its agents, employees or contractor(s), or resulting from, arising out of, or occurring in connection with the entry or presence of Licensee, its agents, employees or contractor(s) on the Property, or resulting from, arising out of, or occurring in connection with the performance or execution of the Work performed under this Agreement or incidental thereto.

4.2 IN NO EVENT UNDER THIS AGREEMENT WILL RAILROAD HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "RAILROAD" AS USED IN THIS SECTION 4 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF RAILROAD, AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS

CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 5. INSURANCE.

Licensee agrees to comply with the **INSURANCE REQUIREMENTS FOR CONTRACTOR RIGHT-OF-ENTRY LICENSE AGREEMENTS**, attached hereto as Exhibit C and incorporated herein by reference, and shall provide the required Certificate of Insurance to Railroad with return of the signed duplicate original of this Agreement prior to the commencement of the Work.

Section 6. NOTIFICATION.

Licensee shall promptly notify said Chief Engineer of any loss, damage, injury or death arising out of or in connection with said Work.

Section 7. RESTORATION.

Upon completion of the Work or the term of the Agreement, Licensee shall promptly remove from the Property all tools, equipment and materials placed thereon by Licensee. Licensee shall restore the Property to the same state and condition as when Licensee first entered thereon and shall leave the Property in a condition satisfactory to Railroad's Chief Engineer or Representative.

Section 8. TERM/TERMINATION.

This Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight 60 calendar days following the Effective Date, whichever occurs first, unless extended in writing by Railroad. Notwithstanding the foregoing, Railroad shall have the right to terminate this Agreement and the license granted hereunder immediately if Licensee defaults on any of the terms and/or conditions set forth herein.

Section 9. COMPLIANCE AND DOCUMENTATION.

Licensee agrees, and shall cause its agents, employees or contractor(s), to (a) understand and comply with the terms and conditions of this Agreement, (b) carry a copy of this Agreement at all times while on the Property, and (c) promptly present the copy of this Agreement to any employee of Railroad upon request.

Section 10. RAILROAD CONTACT INFORMATION.

The Railroad's Chief Engineer is:

Christopher R. Frank
4349 Easton Way, Suite 110
Columbus, OH 43219

The Railroad's Representative is:

Director MOW, Chad Roob
c/o Genesee & Wyoming Railroad Services, Inc. 13901 Sutton Park Dr., S., Ste. 160
Jacksonville, FL 32224
605.515.3888

Railroad **EMERGENCY** Phone Number: **(800)800-3490**

Reference Location: **Rapid City, Pierre & Eastern Railroad, Inc.**
Subdivision MAIN LINE Milepost 429.24

Section 11. FEE.

Upon execution of this Agreement, Licensee shall pay Railroad the sum of \$1750 toward the cost of preparing this Agreement and for the privileges granted to the Licensee.

Section 12. NON-WAIVER.

If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

Section 13. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of SD, without regard to the choice of law provisions thereof.

Section 14. ASSIGNMENT.

Licensee shall not assign this Agreement without the prior written consent of Railroad, which consent may be granted or withheld at Railroad's sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

Section 15. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 17. HEADINGS.

The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 18. CONSTRUCTION OF TERMS.

The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

RAILROAD:
RAPID CITY, PIERRE & EASTERN RAILROAD, INC.

LICENSEE:
WANZEK CONSTRUCTION, INC.

By: Charles C. Stringer

Name: Charles C. Stringer

Its: Assistant Treasurer

By: Robert Monkey PM.

Name: Robert Monkey

Its: RSM

EXHIBIT A**DESCRIPTION OF PROPERTY**

The railroad will require that a temporary timber (mat) crossing be installed meeting the railroad specifications.

Any surface deviations will be corrected by Waznek Construction, Inc. and meet FRA 213 Track Standard Specifications.

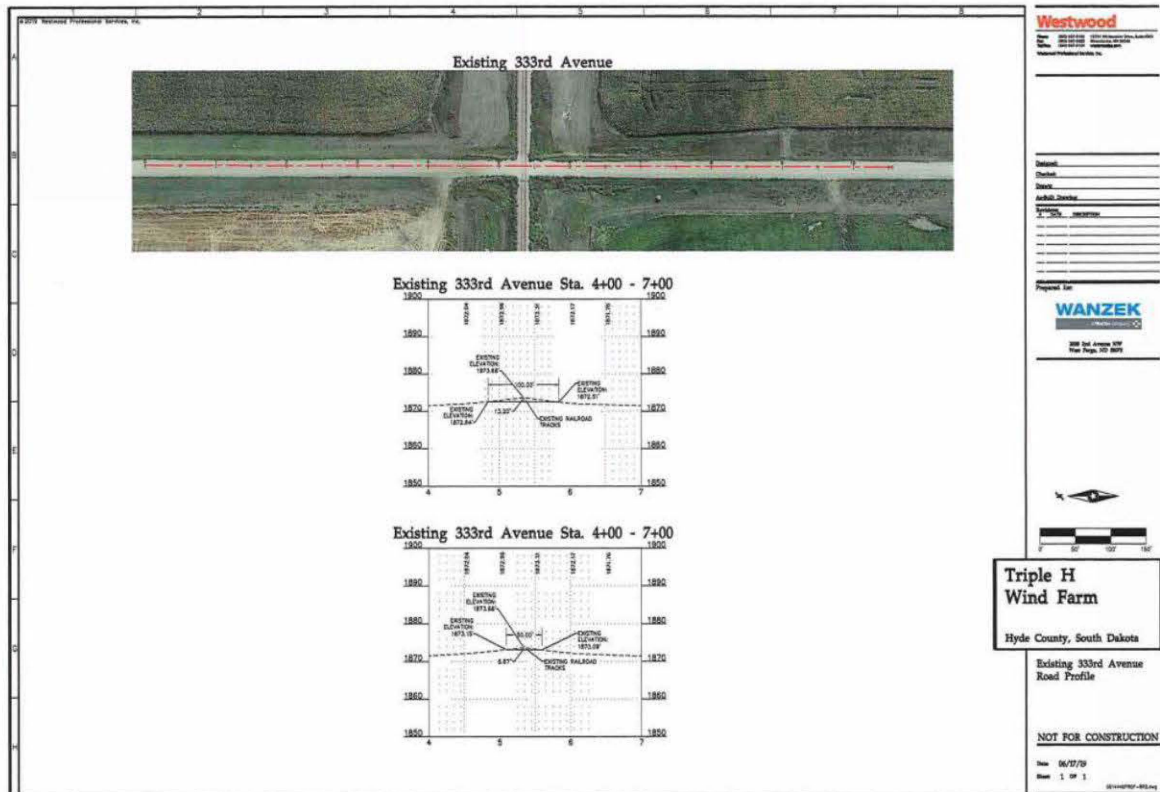


EXHIBIT B**ROADWAY WORKER PROTECTION TRAINING POLICY**

A. In order to maintain the integrity and security of the Property and Railroad's operations, prior to each employee of Licensee and its contractor entering upon the Property (each a "Licensee Applicant"), Licensee shall cause its employees, and shall cause its contractor to require its employees, to successfully complete the Genesee & Wyoming Inc. Roadway Worker Training Program (the "Program") on an annual basis to be administered by Roadway Worker Training, Inc. (the "Program Administer"), at the sole cost and expense of the Licensee or contractor, as the case may be (the current cost of which is \$50.00 USD per Licensee Applicant). The Program shall be available via the internet and instructions to access the Program set forth in Paragraph K.

B. Upon completion of the Program, the Licensee Applicant shall be required to satisfactorily complete a test administered by the Program Administer. The Program Administer shall be responsible for scoring such test and verifying whether the Licensee Applicant satisfies the requirements of Railroad to perform work on the Property. Any Licensee Applicant who fails to achieve a satisfactory score or who refuses to complete such test shall not be permitted to enter the Property.

C. When a satisfactory score is achieved by the Licensee Applicant, the Program Administrator shall furnish a certificate (the "Certificate") to the business address of Licensee or its contractor, as the case may be, for distribution to the Licensee Applicant. Until receipt of the Certificate from the Program Administrator, the Licensee Applicant shall print a temporary certificate authorizing the Licensee Applicant's access to the Property.

D. For the avoidance of doubt, satisfactory completion of the Program as evidenced by receipt of a Certificate does not in itself grant permission to the Licensee Applicant to enter the Property, except as expressly permitted under and in strict compliance with the terms of the Agreement.

E. The Licensee Applicant shall be responsible for carrying the Certificate at all times when on the Property.

F. All communications regarding Licensee Applicants, the Program, or any other matters described in this Exhibit B should be addressed to:

Michael Lundell
GWI Safety Department
13901 Sutton Park Drive South, Suite 180
Jacksonville, FL 32224
Mlundell@gwrr.com
(904) 596-1766

G. Licensee and its contractor shall be responsible for managing and recovering Certificates from their employees who resign, retire or are terminated.

H. Notwithstanding the receipt of a Certificate by a Licensee Applicant, Railroad reserves the right to reject any Licensee Applicant from entering upon the Property in Railroad's sole discretion in accordance with:

- i) Genesee & Wyoming Inc. Code of Ethics and Conduct,
- ii) Genesee & Wyoming Inc. Contractor Safety Rules, or
- iii) upon failure to comply with the terms and conditions of the Agreement and all applicable laws.

I. To the extent that any portion of the requirements set forth in this Exhibit B violates any law, ordinance, statute or regulation that portion shall be ignored and the Licensee or contractor, as the case may be, shall comply with all remaining portions of Railroad's Roadway Protection Training Policy, the Program or the related application process.

J. Licensee or its contractor, as the case may be, shall be primarily responsible for enforcement of the Program; *provided, however*, that both Railroad and the Federal Railroad Administration reserve the right to audit Licensee and its contractor, as the case may be, for compliance with the Program and Railroad's Roadway Protection Training Policy. Should a Licensee or its contractor, as applicable, be found out of compliance, any and all fines or penalties incurred by Railroad due to such non-compliance shall be the sole obligation of the Licensee.

K. To access the G&W Roadway Worker Protection Training for Railroad Contractors Course on the RWT On-Line please follow these instructions:

- Start at website www.rrtrainers.com
- Click on the "On-Line Courses" button
- Select the G&W course by clicking on the course name
- On the right hand side of the page select "New User Registration"
- Fill out all of the fields on the registration page and submit
- You will receive a username and password via email
- After receiving the username and password go back to the On-Line Courses page and select the G&W course again
- Complete the registration process and training.

EXHIBIT C**INSURANCE REQUIREMENTS FOR RIGHT-OF-ENTRY LICENSE AGREEMENT**

(a) The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad and its affiliates** and shall name the **Railroad and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad and its affiliates** and shall name the **Railroad and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad and its affiliates**.

(iv) **Prior to construction within 50' of the railroad tracks**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Railroad and its affiliates**.

(iii) All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

Rapid City, Pierre & Eastern Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.

Inspection Report

Under Ground	Rough In	Final
	X	

State Plumbing Commission
308 S Pierre St
%1320 E Sioux Ave
Pierre, South Dakota 57501
605-773-3429

CERTIFICATE #

45981

Date: 4-16-20

Owner: _____

Contractor: ALLIED

Street Address: 20269 SD HWY 47

City: HIGHMORE County: HYDE

Building Type: COMM-WIND FARM

Requested:

☒ Yes ☐ No

Complaint:

Yes - No

Citation Issued:

Yes - No

Pictures Taken:

Yes - No

Inspector:

D. ASTOR

Discrepancies: _____

INWALL OK

(Signature/Title)

Inspection Report

Under Ground	Rough In	Final
		X

State Plumbing Commission
308 S Pierre St
%1320 E Sioux Ave
Pierre, South Dakota 57501
605-773-3429

CERTIFICATE #

45981

Date:

4-29-20

Owner:

TRIPLE H #1961

Contractor:

ALLIED

Street Address:

20269 SD HWY 47

City:

HIGHMORE

County:

HYDE

Building Type:

COMM

Requested:

Yes - No

Complaint:

Yes - No

Citation Issued:

Yes - No

Pictures Taken:

Yes - No

Inspector:

D. ASTON

Discrepancies:

OK

RI COMPLETE

(Signature)

WRITE FIRMLY – YOU ARE MAKING 4 COPIES

COST \$5

NO. 45981

PLUMBING INSTALLATION CERTIFICATE

SD STATE PLUMBING COMMISSION

308 S PIERRE ST – PIERRE SD 57501 (605-773-3429)

Name of Contractor Allied Plumbing Phone 605-494-2001

Mailing Address PO Box 1112

City Pierre State SD Zip Code 57501

Project Name Triple H #1961

Owners Name 20269 SD Hwy 47 Phone _____

Physical Address of Project 20269 SD Hwy 47
(Including Directions & Map)

City Highmore Zip Code 57345 County Hyde

SCHEDULE OF FEES: (Please indicate type of building by place an x)

Single Family Dwelling _____ \$70.00

Small Commercial X \$100.00
(5 or less Fixtures)


Large Commercial _____ \$200.00
(6 or more Fixtures)

A Certificate Is Required For
Each Individual Physical
Structure

Please Specify Type of Commercial Project New Construction

Total Amount Enclosed \$ 100.⁰⁰

Remit the FEE to the State Plumbing Commission with the WHITE COPY
Provide CANARY COPY to the Building Owner
Contractor – Keep PINK COPY for your records
Post the GOLDENROD COPY at the job site


PLUMBING CONTRACTORS SIGNATURE

3/5/2020
DATE



**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

May 12, 2020

Chancey Shrake, P.E.
Brosz Engineering, Inc.
3030 Airport Rd.
PO Box 23
Pierre, SD 57501

RE: Mound wastewater design for Triple H Wind Farm located at SE¼ of Section 2, T111N, R72W, Hyde County, South Dakota.

Dear Chancey Shrake:

The South Dakota Department of Environment and Natural Resources is in receipt of one set of plans and specifications for a mound wastewater system that will service Triple H Wind Farm located at SE¼ of Section 2, T111N, R72W, Hyde County, South Dakota. The plans have been reviewed for compliance with South Dakota's "Individual and Small On-Site Wastewater Systems" regulations.

The results of the review process indicate the wastewater system is designed for a maximum daily flow of 300 gallons. This design will meet the minimum design requirements and is hereby approved with the following conditions.

- In accordance with ARSD 74:53:01:37 (4), the mound system shall be constructed so that the minimum distance between the seasonal high groundwater table and the invert elevation of the distribution system is 4 feet.
- Please be advised that any on-site system that has the capacity to serve 20 or more people per day or receives wastewater that is not consistent with domestic strengths may also have to be authorized by the U.S. Environmental Protection Agency. For more details about EPA's requirements, please contact Douglas Minter at (303) 312-6079 or Craig Boomgaard (303) 312-6794.
- The individual that installs the wastewater system shall be certified in accordance with the ARSD § 74:53:02:02.


Our review is primarily to determine compliance with the minimum sanitary engineering requirements and does not cover items, such as quality of materials, structural soundness, electrical and mechanical design features. Approval of the plans and specifications does not in any way release the applicant from the responsibility that the project will be an operable facility when construction is completed.

In accordance with ARSD § 74:03:06:07, the Department of Environment and Natural Resources' approval of plans and specifications becomes void two years after the date of approval if construction

is not initiated prior to that time. Upon request of the owner, voided plans and specifications may be submitted for reconsideration.

The lifetime of this system is dependent upon proper construction and regularly scheduled maintenance. Please feel free to contact this office if you have any questions.

Sincerely,



Kent R. Woodmansey, P.E.
Natural Resources Engineering Director
(605) 773-3351

cc: Carrie Stephenson, Hyde County Planning/Zoning
Craig Boomgaard EPA – Region 8

APPROVED SOUTH DAKOTA

DEPARTMENT OF ENVIRONMENT
& NATURAL RESOURCES

SEPTIC SYSTEM DESIGN
TRIPLE H WIND FARM
HIGHMORE, SD

No. 16881

Date 5/12 2020

[Signature]

CITY OF HIGHMORE

PROJECT SITE

202nd St

Hwy 47

PROJECT SITE

203rd St

Installation of on-site wastewater disposal systems to comply with
Article 74:53 of the South Dakota State Administrative Rules.

Applicable rules for septic system installation on this project:

- 74:53:01:37 (2) - Percolation depth 20" below surface
- 74:53:01:30 - Manner for conducting percolation test
- 74:53:01:23 - Design and construction of septic tanks
- 74:53:01:24 - Installation requirements for septic tanks
- 74:53:01:27 - Dosing chamber, pump & alarm
- 74:53:01:37 - Mound system requirements

SOUTH HYDE COUNTY

PROJECT LOCATION:
SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 111 N, RANGE 72 W
APPROXIMATELY 4.5 MILES SOUTH OF HIGHMORE, SD.
0.4 MILES NORTH OF THE INTERSECTION OF HWY 47 AND 203RD ST



1 OF 6	
DESIGNED BY: BAH	DRAWN BY: BAH
DATE: 5/12/20	DATE PRINTED: 5/12/20
REVISION	DATE
1	5/12/20
2	
3	
4	
SHEET DESCRIPTION: Site Plan	
PROJECT NAME: Triple H Wind Farm Septic Design	
PROJECT NO.: S20-P553	

APPROVED
SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENT
& NATURAL RESOURCES

No. 1686 Edge of gravel lot

Date 5/12 2020

INSTALLATION OF ON SITE WASTEWATER DISPOSAL SYSTEMS TO COMPLY WITH
 ARTICLE 74.53 OF THE SOUTH DAKOTA STATE ADMINISTRATIVE RULES

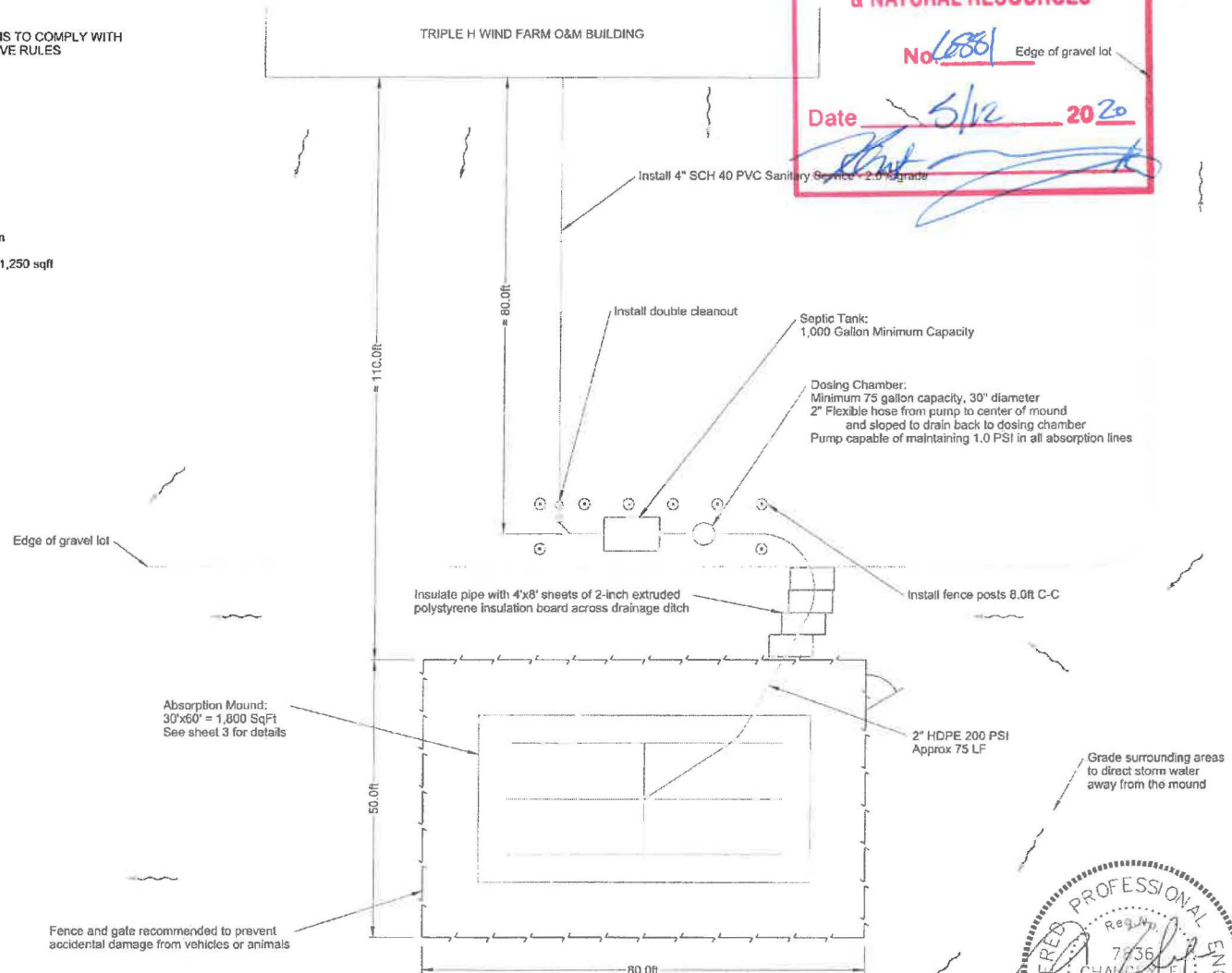
DESIGN DETAILS:

74.53:01:20 Flow capacity requirements:
 Up to 20 employees in an office environment
 15 gallons per day per person = 300 gpd

74.53:01:25 Minimum capacities for septic tanks:
 1,000 gallon minimum capacity for flows less than 750 gpd

74.53:01:30 Percolation test:
 Test performed by Contractor found to be 120 minutes per inch

74.53:01:37 Requirements for a mound or evapotranspiration system
 See sheet 4 for a complete copy of this rule
 Minimum required area based on loading rate of 0.24 gal/sqft/day = 1,250 sqft



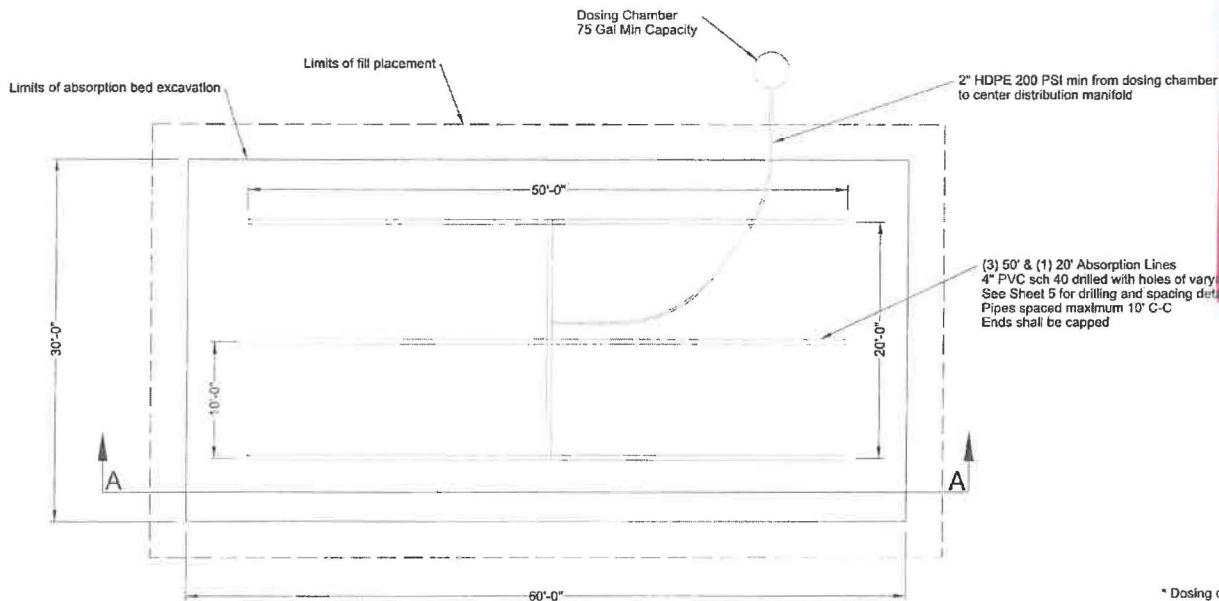
Minimum Separation Distances:
 25' from water lines
 20' from buildings
 10' from property lines

* No construction or driveways allowed
 within 30' downhill from mound

Fence and gate recommended to prevent
 accidental damage from vehicles or animals



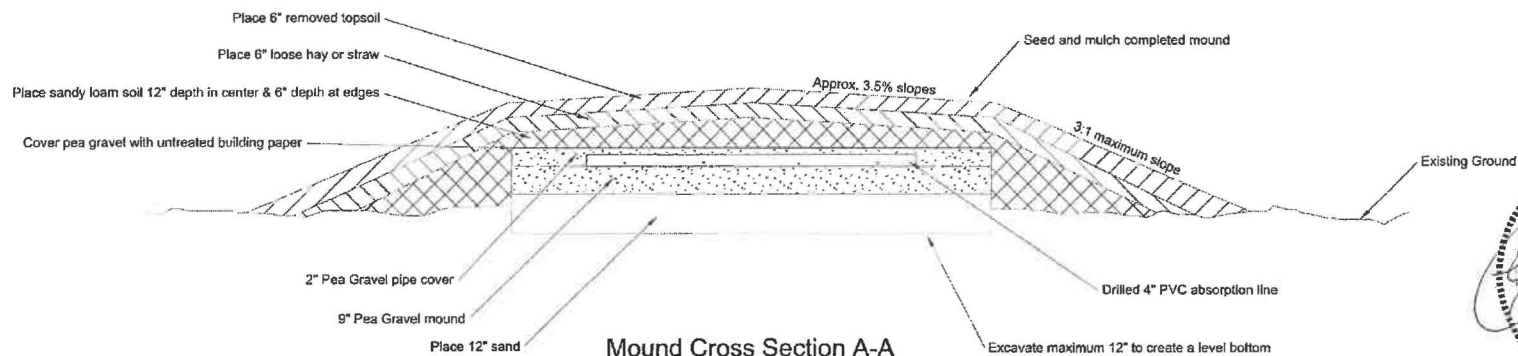
2 OF 6	
DESIGNED BY: BAH	DRAWN BY: BAH
DATE PRINTED: 5/12/20	
DATE	REVISION
1	1
2	2
3	3
4	4
SHEET DESCRIPTION: Septic System Plan	
PROJECT NAME: Triple H Wind Farm Septic Design	
PROJECT NO.: S20-P553	



Mound Plan View



* Dosing chamber size based on 60% to 75% of absorption line capacity
Any changes to absorption line plan will affect dosing chamber sizing
4" absorption line capacity = 0.653 gallons per foot of absorption line



Mound Cross Section A-A



3 OF 6	DESIGNED BY: BAH	DRAWN BY: BAH	DATE PRINTED: 5/12/20
DATE	10/10/20		
REVISION			
1			
2			
3			
4			

SHEET DESCRIPTION: Septic System Details

PROJECT NAME: Triple H Wind Farm Septic Design

PROJECT NO.: S20-P553

3233 General Rel. Box 23
Pierre, SD 57501
P.O. Box 111112
BROST ENGINEERING, INC.
ARCHITECTURE ENGINEERING SURVEYING

74:53:01:37. Requirements for a mound or evapotranspiration system. A mound or evapotranspiration system may be designed for gravity or pressure flows in accordance with the following criteria:

(1) Plans and specifications shall be submitted to the secretary by a registered professional engineer or licensed plumber for review and approval of any individual or small on-site mound or evapotranspiration system prior to construction;

(2) Mound and evapotranspiration systems shall not be constructed on sites located in a floodplain. Mound systems shall not be constructed on sites located on bedrock or on soils with percolation rates of 120 or more minutes per inch or 3 or fewer minutes per inch at a depth of 12 inches below the sand layer of the mound. Mound or evapotranspiration systems may not be located on natural slopes exceeding 12 percent under any soil percolation rate conditions. When a mound or evapotranspiration system is located on a slope, no buildings, driveways, other surface or subsurface obstructions, or future construction is permitted within 30 feet of the system on the down gradient side while the system is being used. The systems shall be located in open areas with maximum available sunshine. The area surrounding the systems shall be graded to provide for diversion of surface runoff water;

(3) The mound or evapotranspiration system may be constructed only upon undisturbed naturally occurring soils. The bottom of the system bed shall be excavated to a depth from 8 to 12 inches below the ground surface and shall be completely level. The system may be round or rectangular;

(4) The mound system shall be constructed so that the minimum distance between the seasonal high groundwater table and the invert elevation of the distribution system is 4 feet;

(5) The required bottom area of the bed shall be calculated on the basis of a recommended or design application rate with respect to the soil percolation rate. For mound systems receiving less than 1,500 gallons of wastewater per day, an application rate of 0.6 gallons per square foot per day shall be used when the percolation rate is from 60 to 120 minutes per inch and an application rate of 0.83 gallons per square foot per day shall be used when the percolation rate is 3 or more but less than 60 minutes per inch. For mound systems receiving 1,500 or more gallons of wastewater per day, the application design rate shall equal the soil percolation rate plus the seasonal evapotranspiration rate as shown in Table 6. For evapotranspiration systems, the application design rate is the seasonal evapotranspiration rate shown in Table 6 as follows:

TABLE 6

Evapotranspiration Rate

Season of Use	Gallons per square foot per day
Year Around	0.12
Summer	0.20
Winter	0.06

Soil Infiltration Rate

Percolation Time, Minutes per inch	Gallons per square foot per day
5 or more but less than 10	0.65
10 or more but less than 15	0.60
15 or more but less than 20	0.54
20 or more but less than 30	0.49
30 or more but less than 45	0.42
45 or more but less than 60	0.34
60 or more but less than 90	0.27
90 or more but less than 120	0.18
120	0.12

(6) The fill material for the interior portion of a mound or evapotranspiration system shall consist of sandy loam soil, medium-size pit run sand, and pea rock or washed gravel ranging in size from 1/2-inch to 2 1/2-inch diameter. The first layer of fill material placed on the excavated bed bottom shall be a minimum of 12 inches of sand. The next layer of fill material shall consist of at least 9 inches of the pea rock or washed gravel placed in the immediate area on which the distribution pipe system will be placed. After placement of the distribution pipe system, additional pea rock or washed gravel shall be added until there are at least 2 inches of cover over and around the entire pipe system. The rock or gravel layer shall be covered with untreated building paper. The finish fill shall consist of sandy loam soil placed on the untreated building paper to a depth of 1 foot in the center of the mound and to a depth of 6 inches at the sides tapered out onto the side of the sand filled layer;

(7) The exterior portion of mound shall consist of at least a 6-inch layer of loose marsh hay or straw over the sandy loam soil, covered with at least 6 inches of topsoil. Flax straw may not be used. The outside slopes may not be steeper than 3 feet horizontally to 1 foot vertically (3:1). Where the terrain slopes more than 7 percent, the downward slopes may not be steeper than 5 feet horizontally to 1 foot vertically (5:1). The entire system shall be seeded, sodded, or otherwise provided with a grass cover. No shrubs, trees, or other woody vegetation may be planted on the top of the system;

(8) The distribution pipe network for an elevated mound or evapotranspiration system shall consist of a dosing chamber, pump or siphon, 1 1/4-inch to 3-inch diameter flexible plastic pipe from the dosing chamber to the mound, and a manifold connected to the perforated distribution pipe. The distribution lines shall be installed in accordance with subdivision 74:53:01:36(2). The pipe from the dosing chamber to the center of the mound shall be installed below the frost line or be sloped uniformly back to the dosing chambers. The dosing or pressure system shall be constructed in accordance with § 74:53:01:27. The distribution lines shall have perforations spaced from 2 to 7 feet along the pipe with varying hole diameters from 3/16-inch to 1/2-inch to provide uniform pressure and distribution over the bed. All drilled holes shall have burrs removed. All distribution pipe ends shall be capped. For gravity flow systems, all distribution pipes shall be at least 4 inches in diameter and spaced not greater than 5 feet on center across the bed width or closer than 30 inches to the bed wall perimeter; and

(9) Livestock and heavy equipment shall not be allowed on the bed.

DATE	REVISION
xxxxxx	

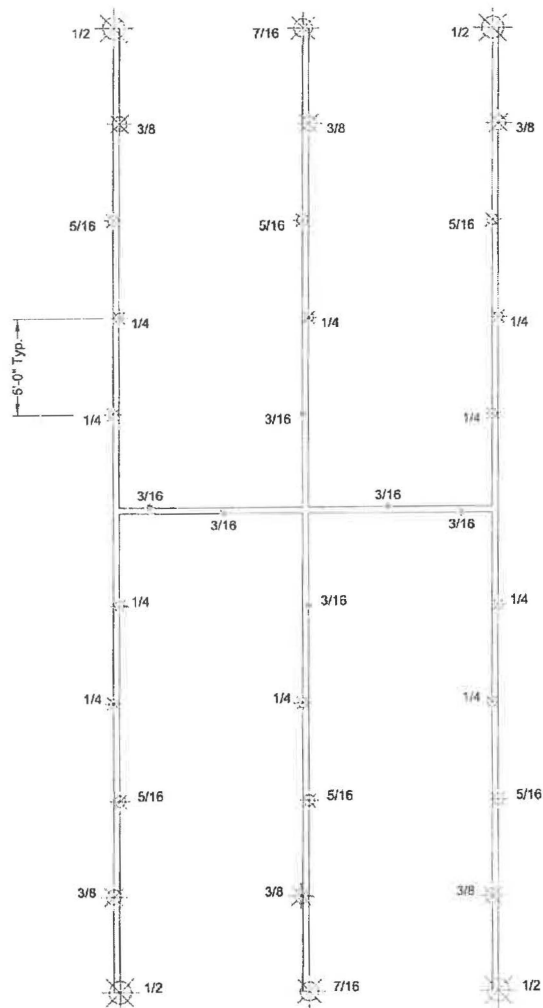
SHEET DESCRIPTION: Mound Construction Notes

PROJECT NAME: Triple H Wind Farm Septic Design

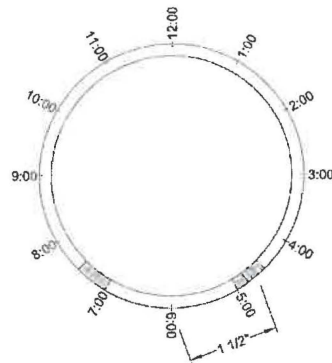
PROJECT NO.: S20-P553



Distribution Line Perforation Diagram:



PIPE DRILLING DETAILS



NOTE: Holes to be drilled between 30 and 45 degrees left or right of center based on perforation diagram.

If the pipe was a clock, the holes must be drilled in the shaded area slightly above 5:00 or 7:00.

On 4" PVC, this distance is approximately 1.5 inches from the bottom center of the pipe.

APPROVED
SOUTH DAKOTA
DEPARTMENT OF ENVIRONMENT
PLUMBER
PROS USE

No. 688
Known Capacity 20
Effluent Date 5/12/2020
Emitted GPM 64.30
TDH at Entered GPM (ft) 6.06

Suggested Pumps

Curve	GPM	TDH	Pumps
Equilibrium	69.51	6.13	98
Equilibrium	75.32	6.26	153
Equilibrium	88.53	6.60	137

Back

GPM	TDH
0.00	5.31
15.00	5.36
30.00	5.48
45.00	5.68
60.00	5.94
75.00	6.26
90.00	6.64

Sizing ID
Job Number
Modified
Job
Address
Customer
Phone
Contact
Contractor
Address
Phone

Recommended Pumps:

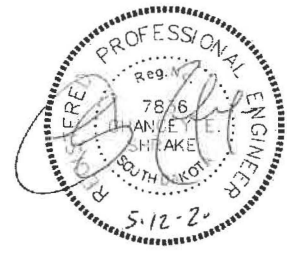
Zoeller N153
or Zoeller N137
or Zoeller N98
or equivalent pump

Variable level pump switch, controller and alarm required
to control pump cycle for 65 to 83 gallons per cycle

Electrical 115 volt, 1 phase, 60 Hertz
Physical

Discharge Size (IPS) 1.50
Pipe Size (IPS) 4.00
Pipe Length (ft) 200.0
Type of Pipe Plastic
Solids Handling (in) 0.50
Static Head (ft) 3.00
Discharge Press 1.00 psi

Fittings
Thru Tees 2
Branch Tees 2
45° Elbows -
90° Elbows -
Gate Valves -
Check Valves 1



5 OF 6

DESIGNED BY: BAH
DRAWN BY: BAH
DATE PRINTED: 5/12/20

DATE: 5/12/20
REVISION:

SHEET DESCRIPTION: Pump Recommendation
PROJECT NAME: Triple H Wind Farm Septic Design
PROJECT NO.: S20-P553

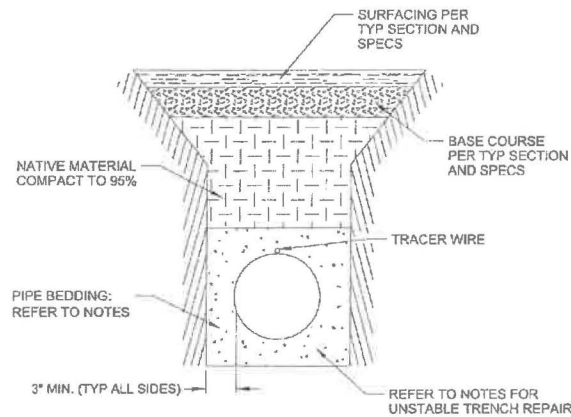
Brodz
ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER

**APPROVED
SOUTH DAKOTA**

**DEPARTMENT OF ENVIRONMENT
& NATURAL RESOURCES**

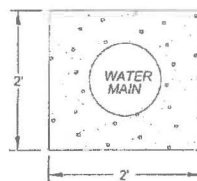
No. 6881

Date 5/12 2020



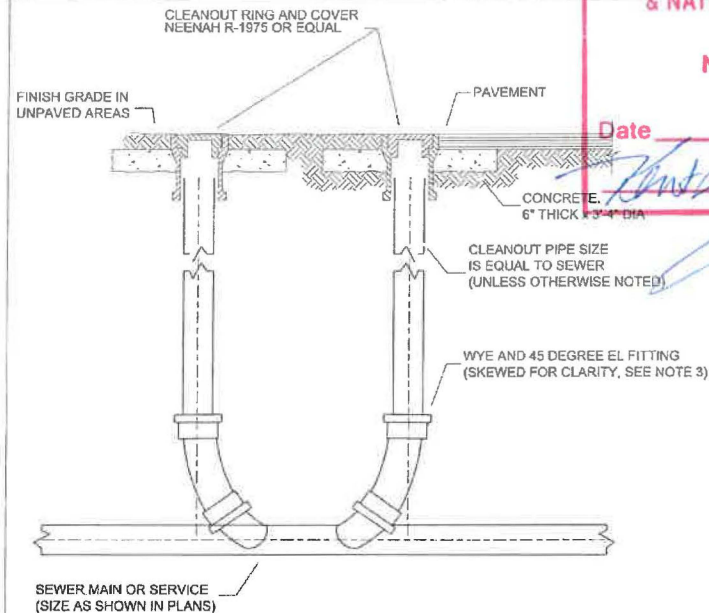
NOTE:
BEDDING AND TRACER WIRE INCIDENTAL TO F&I OF PIPING.

TYPICAL
CONCRETE ENCASEMENT



S 100
TYP

WATER & SEWER MAIN BACKFILL
SCALE: NTS



NOTES:

1. ALL PIPE AND FITTINGS SHALL BE SAME MATERIAL AS MAINLINE PIPE, UNLESS NOTED OTHERWISE.
2. BACKFILL MATERIAL SHALL BE AS SEWER MAIN CONSTRUCTION.
3. WYE AND 45 DEGREE EL SHALL BE VERTICAL TO THE POSITION OF THE SEWER MAIN.

5
TYP

DOUBLE SEWER CLEANOUT
SCALE: NTS



6 OF 6

DESIGNED BY: BAH
DRAWN BY: BAH
DATE PRINTED: 5/12/20

DATE	REVISION
5/12/20	

SHEET DESCRIPTION: Standard Details

PROJECT NAME: Triple H Wind Farm Septic Design

PROJECT NO.: S20-P553





**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
www.denr.sd.gov

July 25, 2019

Chad Eken
Wanzek Construction
2028 2nd Avenue NW
West Fargo, ND 58078

Dear Chad Eken:

Thank you for submitting the Contractor Authorization form under the South Dakota General Permit for Stormwater Discharges Associated with Construction Activities. This letter grants you coverage under this general permit for the project listed below in Hyde County, SD. This coverage does not relieve you from complying with other state and local requirements or from obtaining other required permits. As a contractor doing dirt work and/or responsible for erosion and sediment control at the site, you are a co-permittee and must comply with the conditions of the general permit.

You must maintain your site in compliance with the permit conditions. Refer to Section 3.0 for effluent limits and Section 4.0 for Stormwater Pollution Prevention Plan requirements. The Permit Number for this project is **SDR10J546**. Please refer to this number in all future correspondence.

Project Information (Please check to be certain this information is correct):

Triple H Wind Project (PCN: N/A)
Section , Township , Range
Latitude 44.455440°; Longitude 99.524250°
Contractor Authorization Date: 07/25/2019

Thank you for preserving the natural resources of South Dakota. If you have any questions or need any guidance, please contact the stormwater team at 1-800-737-8676 or by email at stormwater@state.sd.us.

Sincerely,

A handwritten signature in black ink that reads "Katie Adair".

Katie Adair
Stormwater Program Assistant
Surface Water Quality Program

cc: Eli Bosco, Triple H Wind Project LLC, 8181 Arista Place Suite 100, Broomfield, CO 80021

Permit No.: SDR10J546
Project: Triple H Wind Project

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

General Permit Authorizing Stormwater Discharges Associated with Construction Activities Under the South Dakota Surface Water Discharge System

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD), Article 74:52, owners and operators of stormwater discharges from **construction activities**, located in the state of South Dakota are authorized to discharge in accordance with the conditions and requirements set forth herein.

This General Permit shall become effective on April 1, 2018.

General Permit coverage for Wanzek Construction shall become effective on **07/25/2019**.

This General Permit and the authorization to discharge shall expire at midnight, **March 31, 2023**.

Signed this **23rd** day of **March, 2018**,



Authorized Permitting Official

Steven M. Pirner

Secretary

Department of Environment and Natural Resources

County of Hyde Section _____ Qtr. NW NE TWP _____ Range _____
SW SE

Electrical Contractor or Class "B" Electrician

EC 1326
DIRK SWANSON
ABERDEEN SD

WIRING PERMIT
412977

FOR ROUGH-IN OR
FINAL INSPECTION
CALL YOUR LOCAL INSPECTOR
OR 1-800-233-7765

Signature of Installer Dirk Swanson

I will report this electrical installation, as required under SDCL 36-16-28, to the SD Electrical Commission.

Owner/Customer Temple H. McElroy

Date Job Started 11-25-19

Job Address/Directions
(Please Be Specific) 20269 SD State Hwy 47

(PO Box #, RR #, Box # & HCR Addresses Are Not Acceptable)

City of Highmore

(May Draw Map On Backside Of This Copy)

Contact Person For Inspection Todd

Day Ph. # 332-271-4744

Evening Ph. # _____

Project Type (Please Figure Inspection Fees)

Residential Structure (circle one)

New Home - Remodel Home/Addition - Garage - Mobile Home - Modular Home - Apartment - Other

Farmstead (circle one) Barn - Grain Bin - Irrigation - Shop - Well - Other

Commercial Structure - (specify type)

New or Existing Installation (circle one)

Job Description
New office/Shop Bldg

Service	#	\$	Circuits	#	\$
0 - 200			0 - 30	<u>43</u>	<u>215</u>
201 - 400	<u>1</u>	<u>100</u>	31 - 60	<u>6</u>	<u>60</u>
401 - 800			61 - 100		
801 - 1600			101 - 200		
1600 +			200 +		

Power Supplier (specify) Dakota Energy

Total Fee \$ 375⁰⁰

INSTALLER: POST ON JOB SITE
BEFORE STARTING INSTALLATION,
NEAR THE SERVICE PANEL.

PERMIT EXPIRES 3 YEARS FROM
DATE OF ISSUANCE.

SD Electrical Commission
308 S. Pierre St.
Pierre, SD 57501

412977

TO BE SECURELY ATTACHED TO
OUTSIDE PORTION OF THE
PERMANENT BUILDING SERVICE

WIRING PERMIT
412977

From: Robert Monley
To: WILLIS Casey (ENGIE North America); KENNEDY Julie (ENGIE North America)
Cc: VAN BALLEGOOYEN Kenny (ENGIE North America); Tanya Patterson Lance
Subject: RE: Triple H - Construction Items for Permit Opinion
Date: Wednesday, November 18, 2020 1:00:45 PM
Attachments: image005.png
image015.png
image004.png

This email originated from outside of the organization. Be careful with hyperlinks and attachments.

Casey,

Below is what they provided for the electrical permit again.

Inspection Type	Remarks	LC Date
F	RD EC RETURNED IR SIGNED AND DATED 6-17-20	06/16/2020
IR	RD due 7-12-20, e-mailed EC 6-12-20	06/12/2020
IR	See IR	06/11/2020
P	Needs IR	06/04/2020
RFF	Mike called. Said should be ready on Friday 6-5-2020	05/29/2020
RI	Office area, locker rooms lunch rooms -- all areas that will be finished.	04/20/2020

Robert Monley
Project Manager Wind Energy
p: 701-433-5847 | m: 701-340-0748
e: rmonley@wanzek.com
a: 4850 32nd Ave S | Fargo, ND 58104
www.wanzek.com | Safety is our #1 value

From: Casey.Willis@engie.com <Casey.Willis@engie.com>
Sent: Wednesday, November 18, 2020 2:06 PM
To: Robert Monley <rmonley@wanzek.com>; julie.kennedy@external.engie.com
Cc: kenny.vanballegooyen@engie.com; Tanya Patterson Lance <tapatterson@mastec.com>
Subject: [External] RE: Triple H - Construction Items for Permit Opinion
Importance: High

Robert, do you have an update on obtaining the final electrical inspection that was requested?

Tanya, do you have an update on reconciling the entrance permits with the entrance locations from the spreadsheet I provided?

I need to get responses back today to local counsel as we are targeting to close on Friday.

From: Robert Monley <rmonley@wanzek.com>
Sent: Monday, November 16, 2020 4:03 PM
To: WILLIS Casey (ENGIE North America) <Casey.Willis@engie.com>; KENNEDY Julie (ENGIE North America) <julie.kennedy@external.engie.com>
Cc: VAN BALLEGOOYEN Kenny (ENGIE North America) <kenny.vanballegooyen@engie.com>; Tanya Patterson Lance <tapatterson@mastec.com>
Subject: RE: Triple H - Construction Items for Permit Opinion

This email originated from outside of the organization. Be careful with hyperlinks and attachments.

I pinged MBA, I was traveling all day, so I didn't see this email until now.

Robert Monley
Project Manager Wind Energy
p: 701-433-5847 | m: 701-340-0748
e: rmonley@wanzek.com
a: 4850 32nd Ave S | Fargo, ND 58104
www.wanzek.com | Safety is our #1 value

From: Casey.Willis@engie.com <Casey.Willis@engie.com>
Sent: Monday, November 16, 2020 3:21 PM
To: Robert Monley <rmonley@wanzek.com>; julie.kennedy@external.engie.com
Cc: kenny.vanballegooyen@engie.com; Tanya Patterson Lance <tapatterson@mastec.com>
Subject: [External] RE: Triple H - Construction Items for Permit Opinion

Hi Robert, outside counsel just pinged me to enquire about this one.

Also, the dropped the questions on the temporary discharge.



DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE SOUTH DAKOTA 57501-3182
<http://denr.sd.gov>

**TEMPORARY PERMIT TO USE PUBLIC WATERS
FOR CONSTRUCTION PURPOSES**

This temporary permit to use public waters for construction purposes is issued to Triple H Wind Project LLC, 8181 Arista Place, Suite 100, Broomfield CO 80021 authorizing withdrawal of ground water and/or runoff at a maximum rate of 45 gallons per minute located in the following areas in Hyde County:

- Sections, 2 - 11, 18 and 20, T111N, R72W
- Sections 1, 2, 10 - 16, and 20 - 23, T111N, R73W
- Sections 29 - 35, T112N, R72W
- Sections 25 - 36, T112N, R73W

The project involves construction of a wind energy facility consisting of 92 wind turbines, and O & M facility, substation, temporary laydown yard, underground electrical collection and gravel roadways.

Any discharge of water must comply with the "General Permit for Stormwater Discharges" issued by this Department.

This temporary permit becomes effective August 1, 2019 and expires on December 31, 2019.

This permit does not provide necessary right-of-way. Such arrangements should be made with the proper land owner. Issuance of this temporary permit deals with the withdrawal of water only. It does not address other concerns or permitting issues from other State or Federal entities.

Issued: July 18, 2019


Jeanne Goodman, Chief Engineer
Water Rights Program
605 773-3352



c: Eli Bosco, Triple H Wind Project LLC (email)
Jason Hellerud, Wanzek Construction (email)
Rob Copouls, Westwood Professional Services (email)

NOTE: The NOI submitted for this project indicated construction would be completed in December, 2020. This temporary permit expires on December 31, 2019. Any withdrawal of water in calendar year 2020 will require additional permitting. Please contact our office for details.



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
NOTICE OF INTENT (NOI)
to Obtain Coverage Under the SWD General Permit for
Stormwater Discharges Associated with Construction Activities

Submit form to: SD Department of Environment and Natural Resources
Surface Water Quality Program
523 East Capitol Avenue
Pierre, South Dakota 57501
stormwater@state.sd.us
Telephone: 1-800-SDSTORM

Received
07/16/2019
Surface Water Quality

ALL QUESTIONS MUST BE ANSWERED COMPLETELY FOR THIS FORM TO BE VALID

I. Site Owner Contact Information:

Company Name: Triple H Wind Project, LLC
Primary Contact Person: Eli Bosco
Mailing Address: 8181 Arista Place, Suite 100
City: Broomfield State: CO Zip Code: 80021
Phone Number: 805-708-3550 Email Address: eli.bosco@engie.com
Type of Ownership: ☒ Private ☐ Federal ☐ State ☐ Other (Municipal, County, etc.)
(any type not listed previously)

II. Contractor Information:

Will any contractors be responsible for erosion and sediment control practices: ☒ Yes ☐ No
(A contractor authorization form must be submitted for each contractor that will have day to day responsibility for erosion and sediment control practices. If these contractors have not been identified at the time this NOI is submitted, the contractor authorization form may be submitted after they have been identified, but before they begin construction work.)

III. Engineering Firm Contact Information (if applicable):

Contact Person: Rob Copouls
Contact's Email Address: rob.copouls@westwoodps.com

IV. Construction Project Information:

Project Name: Triple H Wind Project
Physical Project Address or Description of Construction Site Location: 202nd Street and 333rd Avenue
City: Highmore State: SD Zip Code: 57540
On-Site Contact Person: Jason Hellerud, Wanzek Construction Sr. Project Manager
Contact's Email Address: jason.hellerud@mastec.com
Contact's Mailing Address: 2028 2nd Avenue NW
City: West Fargo State: ND Zip Code: 58078
Phone Number: 701-893-3685 County of Construction Site: Hyde
Latitude: 44.45544 Longitude: -99.52425 Source (GPS, Google, etc.): Google Earth
Quarter(s): See Section(s): attached Township(s): _____ Range(s): _____

FOR DENR USE ONLY

Permit Number: J546 Date Approved: _____ Approved by: _____

Construction Project Information (Continued):

Is this project on Tribal Lands? ☐ Yes ☒ No

Total area disturbed by the project (in acres): 1,034.2

Will this project encroach, damage, or destroy one of the historic sites identified at the following websites:

<https://www.nps.gov/subjects/nationalhistoriclandmarks/list-of-nhls-by-state.htm>

☐ Yes ☒ No

<http://history.sd.gov/Preservation/nationalregisterofhistoricplaces.aspx>

☐ Yes ☒ No

V. Stormwater Pollution Prevention Plan (SWPPP):

Has the SWPPP been developed as required? ☒ Yes ☐ No

(The plan must be developed **before** the NOI is submitted. DENR will not issue coverage before this has been developed.)

VI. Receiving Waters:

Please list all possible waters that may receive a discharge from this site. If discharging to a Municipal Storm Sewer System, indicate which municipality and the ultimate receiving water.

South Fork Medicine Knoll Creek and tributaries (Headwaters, Woodruff Lake, and WJ Amussen Dam); Chapelle Creek

and tributaries (Headwaters, Wilbur Russell Dam, and Gustafsons Dams); Headwaters Elm Creek; Peano Lake Dam

VII. Nature of Discharge:

Please include a brief description of the construction project:

The project includes construction of a wind energy facility consisting of 92 wind turbines, an O&M facility, a substation, a temporary laydown yard, underground electrical collection, and gravel roadways.

Will construction dewatering be required? ☒ Yes ☐ No If yes, please complete section IX also.

VIII. Construction Dates:

Project Start Date (MM/DD/YYYY): 08/01/2019

Estimated Completion Date (MM/DD/YYYY): 12/19/2020

IX. Dewatering Activities (Complete this section if you answered yes in VII):

Date dewatering will commence (MM/DD/YYYY): 08/01/2019

Date dewatering will end (MM/DD/YYYY): 12/19/2020

Total volume of dewatering (gallons): Up to 4.2M Average flow rate (gallons per minute): 45

Source of water to be discharged: Groundwater seepage / rain water in excavations

Receiving water: Varies based on turbine location; see receiving waters in Part VI.

Brief description of water treatment processes to be employed, if any: Discharges will be monitored and observed for clarity. Rock and sump with a pump discharging to dewatering bags and vegetated areas; energy dissipation.

Will the dewatering discharge contain anything other than uncontaminated groundwater and stormwater: ☐ Yes ☒ No

NOTE: If there will be dewatering activities, please place points of withdrawal and discharge on a topographic map, or other map if a topographic map is unavailable. This map should extend to one (1) square mile beyond the property boundaries of the facility and each of its discharge facilities, and those wells, springs, and other surface water bodies, drinking water wells, and surface water intake structures listed in public records, or otherwise known to the applicant in the map area.

X. Other Information

List other information you feel should be brought to the attention of the SDDENR regarding coverage under this general permit. Attach additional sheets if necessary.

Dewatering anticipated only on an as-needed basis. Volume estimate provided in Section IX reflects "worst case scenario" to account for unknown factors, including weather. Discharge points are at each turbine (up to 92), and along the underground collection route.

Triple H Wind Project NOI
Section IV – Sections, Townships, Ranges

T111N	R72W	S2
T111N	R72W	S3
T111N	R72W	S4
T111N	R72W	S5
T111N	R72W	S6
T111N	R72W	S7
T111N	R72W	S8
T111N	R72W	S9
T111N	R72W	S10
T111N	R72W	S11
T111N	R72W	S18
T111N	R72W	S20
T111N	R73W	S1
T111N	R73W	S2
T111N	R73W	S10
T111N	R73W	S11
T111N	R73W	S12
T111N	R73W	S13
T111N	R73W	S14
T111N	R73W	S15
T111N	R73W	S16
T111N	R73N	S20
T111N	R73W	S21
T111N	R73W	S22
T111N	R73W	S23
T112N	R72W	S29
T112N	R72W	S30
T112N	R72W	S31
T112N	R72W	S32
T112N	R72W	S33
T112N	R72W	S34
T112N	R72W	S35
T112N	R73W	S25
T112N	R73W	S26
T112N	R73W	S27
T112N	R73W	S28
T112N	R73W	S29
T112N	R73W	S31
T112N	R73W	S32
T112N	R73W	S33
T112N	R73W	S34
T112N	R73W	S35
T112N	R73W	S36



DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE SOUTH DAKOTA 57501-3182
<http://denr.sd.gov>

**TEMPORARY PERMIT TO USE PUBLIC WATERS
FOR CONSTRUCTION PURPOSES**

This temporary permit to use public waters for construction purposes is issued to Triple H Wind Project LLC, 8181 Arista Place, Suite 100, Broomfield CO 80021 authorizing withdrawal of ground water and/or runoff at a maximum rate of 45 gallons per minute located in the following areas in Hyde County:

- Sections, 2 - 11, 18 and 20, T111N, R72W
- Sections 1, 2, 10 - 16, and 20 - 23, T111N, R73W
- Sections 29 - 35, T112N, R72W
- Sections 25 - 36, T112N, R73W

The project involves construction of a wind energy facility consisting of 92 wind turbines, and O & M facility, substation, temporary laydown yard, underground electrical collection and gravel roadways.

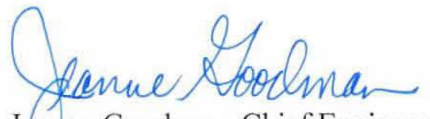
Any discharge of water must comply with the "General Permit for Stormwater Discharges" issued by this Department.

This temporary permit becomes effective January 3, 2020 and expires on December 31, 2020.

This permit does not provide necessary right-of-way. Such arrangements should be made with the proper land owner.

Issuance of this temporary permit deals with the withdrawal of water only. It does not address other concerns or permitting issues from other State or Federal entities.

Issued: January 3, 2020


Jeanne Goodman, Chief Engineer
Water Rights Program
605 773-3352



c: Eli Bosco, Triple H Wind Project LLC (email)
Jason Hellerud, Wanzek Construction (email)
Rob Copouls, Westwood Professional Services (email)



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
NOTICE OF INTENT (NOI)
to Obtain Coverage Under the SWD General Permit for
Stormwater Discharges Associated with Construction Activities

Submit form to: SD Department of Environment and Natural Resources
Surface Water Quality Program
523 East Capitol Avenue
Pierre, South Dakota 57501
stormwater@state.sd.us
Telephone: 1-800-SDSTORM

Received
07/16/2019
Surface Water Quality

ALL QUESTIONS MUST BE ANSWERED COMPLETELY FOR THIS FORM TO BE VALID

I. Site Owner Contact Information:

Company Name: Triple H Wind Project, LLC
Primary Contact Person: Eli Bosco
Mailing Address: 8181 Arista Place, Suite 100
City: Broomfield State: CO Zip Code: 80021
Phone Number: 805-708-3550 Email Address: eli.bosco@engie.com
Type of Ownership: ☒ Private ☐ Federal ☐ State ☐ Other (Municipal, County, etc.)
(any type not listed previously)

II. Contractor Information:

Will any contractors be responsible for erosion and sediment control practices: ☒ Yes ☐ No
(A contractor authorization form must be submitted for each contractor that will have day to day responsibility for erosion and sediment control practices. If these contractors have not been identified at the time this NOI is submitted, the contractor authorization form may be submitted after they have been identified, but before they begin construction work.)

III. Engineering Firm Contact Information (if applicable):

Contact Person: Rob Copouls
Contact's Email Address: rob.copouls@westwoodps.com

IV. Construction Project Information:

Project Name: Triple H Wind Project
Physical Project Address or Description of Construction Site Location: 202nd Street and 333rd Avenue
City: Highmore State: SD Zip Code: 57540
On-Site Contact Person: Jason Hellerud, Wanzek Construction Sr. Project Manager
Contact's Email Address: jason.hellerud@mastec.com
Contact's Mailing Address: 2028 2nd Avenue NW
City: West Fargo State: ND Zip Code: 58078
Phone Number: 701-893-3685 County of Construction Site: Hyde
Latitude: 44.45544 Longitude: -99.52425 Source (GPS, Google, etc.): Google Earth
Quarter(s): See Section(s): attached Township(s): _____ Range(s): _____

FOR DENR USE ONLY

Permit Number: J546 Date Approved: _____ Approved by: _____

2742

Construction Project Information (Continued):Is this project on Tribal Lands? ☐ Yes ☒ NoTotal area disturbed by the project (in acres): 1,034.2

Will this project encroach, damage, or destroy one of the historic sites identified at the following websites:

<https://www.nps.gov/subjects/nationalhistoriclandmarks/list-of-nhls-by-state.htm>☐ Yes ☒ No<http://history.sd.gov/Preservation/nationalregisterofhistoricplaces.aspx>☐ Yes ☒ No**V. Stormwater Pollution Prevention Plan (SWPPP):**Has the SWPPP been developed as required? ☒ Yes ☐ No(The plan must be developed **before** the NOI is submitted. DENR will not issue coverage before this has been developed.)**VI. Receiving Waters:**

Please list all possible waters that may receive a discharge from this site. If discharging to a Municipal Storm Sewer System, indicate which municipality and the ultimate receiving water.

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Please include a brief description of the construction project:

The project includes construction of a wind energy facility consisting of 92 wind turbines, an O&M facility, a substation, a temporary laydown yard, underground electrical collection, and gravel roadways.Will construction dewatering be required? ☒ Yes ☐ No

If yes, please complete section IX also.

VIII. Construction Dates:Project Start Date (MM/DD/YYYY): 08/01/2019Estimated Completion Date (MM/DD/YYYY): 12/19/2020

New dates
1-3-2020
12-31-2020

IX. Dewatering Activities (Complete this section if you answered yes in VII):Date dewatering will commence (MM/DD/YYYY): 08/01/2019Date dewatering will end (MM/DD/YYYY): 12/19/2020Total volume of dewatering (gallons): Up to 4.2M Average flow rate (gallons per minute): 45Source of water to be discharged: Groundwater seepage / rain water in excavationsReceiving water: Varies based on turbine location; see receiving waters in Part VI.Brief description of water treatment processes to be employed, if any: Discharges will be monitored and observed for clarity. Rock and sump with a pump discharging to dewatering bags and vegetated areas; energy dissipation.Will the dewatering discharge contain anything other than uncontaminated groundwater and stormwater: ☐ Yes ☒ No

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List other information you feel should be brought to the attention of the SDDENR regarding coverage under this general permit. Attach additional sheets if necessary.

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Triple H Wind Project NOI

Section IV – Sections, Townships, Ranges

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T111N	R72W	S8
T111N	R72W	S9
T111N	R72W	S10
T111N	R72W	S11
T111N	R72W	S18
T111N	R72W	S20
T111N	R73W	S1
T111N	R73W	S2
T111N	R73W	S10
T111N	R73W	S11
T111N	R73W	S12
T111N	R73W	S13
T111N	R73W	S14
T111N	R73W	S15
T111N	R73W	S16
T111N	R73N	S20
T111N	R73W	S21
T111N	R73W	S22
T111N	R73W	S23
T112N	R72W	S29
T112N	R72W	S30
T112N	R72W	S31
T112N	R72W	S32
T112N	R72W	S33
T112N	R72W	S34
T112N	R72W	S35
T112N	R73W	S25
T112N	R73W	S26
T112N	R73W	S27
T112N	R73W	S28
T112N	R73W	S29
T112N	R73W	S31
T112N	R73W	S32
T112N	R73W	S33
T112N	R73W	S34
T112N	R73W	S35
T112N	R73W	S36

Hyde County Building Permit Application

Permit #: 19-0007

Owner/Applicant Name: Triple H Wind by Wanzek Construction, Inc. Phone # 701-893-3768

Address: 20193 333rd Ave City: Highmore State: SD Zip: 57345

Contractor Name/Address: Wanzek Construction, Inc.

4850 32nd Ave South, Fargo, ND 58104 Phone #: 701-893-3768

Legal Description of Structure Location: Quarter See Attached list of legal descriptions Section See Attached list of legal descriptions Township See Attached list of legal descriptions Range See Attached list of legal descriptions

Distance from Edge of Nearest Road/Section Line: See Attached (must be a minimum of 50 feet away from edge or variance needed)

Estimated Cost of Structure/Building: \$ Estimated Completion Date:

Type of Structure: New ☒ Addition ☐ Move ☐ Manufactured Home ☐

Type of Construction: FRAME ☐ STEEL ☐ POLE ☐ BRICK ☐ OTHER ☒
(92) GE 2.72 MW Wind Turbine Generators

STRUCTURE INFORMATION:

ADDITIONAL INFORMATION ON BACK ☒

HOUSE: Dimensions Square See Attached Dimensions

Feet: Stories:

Bedrooms: Bathrooms: Siding: Roofing:

BASEMENT: Cement ☐ Wood ☐ Block ☐ Other ☐ Finished ☐ Unfinished ☐

HEAT/COOL: Force Air ☐ Electric ☐ Propane ☐ Heat Pump ☐ Geothermal ☐ Central Air ☐ Other ☐

FIREPLACE: # Type: Gas/Propane ☐ Electric ☐ Wood ☐ Other ☐

GARAGE: Size Height: # of Stalls: Finished: ☐ Siding: Roof:

Attached ☐ Detached ☐

GRAIN BINS: Diameter: Height: Aeration: Unload Auger: Pad:

OTHER: Storage Sheds, Shops, Barns, Decks, etc. (92) GE 2.72 MW Wind Turbine Generator

Type: GE Floor Type: Size: 2.72 MW

Side Wall Height: Siding: Roofing: See Attached Dimension Sheet

Insulated: Yes N/A No ☐ Office: Yes N/A No ☐ If, yes size Electricity: Yes ☒ No ☐

The above information is, to the best of my knowledge true and accurate. It is understood and agreed that any error, misstatement, or misrepresentation of fact, either with or without intention on my part, such as might, if known cause a refusal of application, or an alteration or change in plans made without approval of the Zoning Administrator, subsequent to the issuance of the building permit, shall constitute sufficient grounds for the revocation of such permit. Nonconformance with permit information may also constitute a violation of the zoning ordinance, and as such be liable for the penalties prescribed by law.

Owner/Applicant Signature *Linda Blanco* Date 7/19/2019

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.

Permit #: 19-0007

ADDITIONAL INFORMATION FROM FRONT SIDE: Install (92) GE 2.72-116 Wind Turbine Generators, foundations,
conduit, wiring and all other associated components required for Triple H Wind Project.

No 023739

OFFICE OF COUNTY TREASURER

Hyde County, South Dakota

Highmore, S. Dak., August 7, 20 19

Received of Wanxek
Six thousand & no/100 Dollars
being money for Actual towers building permits (92 towers)

Credit 101-334.00 Fund

\$ 6000.00

By Debra Houdak
County Treasurer.
, Deputy

PRINTED BY LAR-JO'S 605-225-4922

ZONING ADMINISTRATOR USE ONLY

☒ Approved

☐ Disapproved—Explanation _____

☒ Fee Paid in the amount of \$6000 Cash _____ Check 126656 Receipt # 023739

Signed Zoning Administrator: Cami Stephens Date: 8-7-19

Building must start within ninety (90) days or permit will be void. This permit expires after two (2) years.