

WIND ENERGY SYSTEMS LICENSING ORDINANCE

The Town Board of the Town of Chilton, Calumet County, Wisconsin, does ordain as follows:

WIND ENERGY SYSTEMS LICENSING ORDINANCE

I. FINDINGS OF FACT.

A. These regulations are adopted under the authority granted pursuant to Wis. Stats. 66.0401, which provides:

Wis. Stat. § 66.0401 (2002)
Regulation relating to solar and wind energy systems.

1. **AUTHORITY TO RESTRICT SYSTEMS LIMITED.** No county, city, town, or village may place any restriction, either directly or in effect, on the installation or use of a solar energy system, as defined in s. 13.48(2)(h) l.g., or a wind energy system, as defined in s. 66.0403(1)(m), unless the restriction satisfies one of the following conditions:

- a. Serves to preserve or protect the public health or safety.
- b. Does not significantly increase the cost of the system or significantly decrease its efficiency.
- c. Allows for an alternative system of comparable cost and efficiency.

B. It is necessary and appropriate to protect the Niagara Escarpment, which is a unique geological formation. Regarding the protection of the Niagara Escarpment and other important natural resources and natural areas in the Town of Chilton, the Town Board incorporates by reference the East Central Wisconsin Regional Planning Commission's *Outdoor Recreation and Open Space Plan for East Central Wisconsin, March 1977* (currently being updated), the 2005 *Calumet County Outdoor Recreation Plan*, and the 2006 Wisconsin Department of Natural Resources Report *Land Legacy Report*.

C. The geological features of the Niagara Escarpment make the groundwater more susceptible to degradation by blasting and related industrial/commercial construction activity because the soil is unable to perform its normal filtration process due to the numerous cracks in the bedrock. Unregulated wind energy systems may have an adverse, direct impact on local drinking water resources.

D. The Town Board finds that Wind Energy Systems operating in the Town require special licensing by the Town in order to protect and preserve the health, safety, and welfare of the citizens of the Town and people in general. In this regard, the

Town Board adopts and incorporates by reference a recent report issued by the National Research Council entitled *Environmental Impacts of Wind-Energy Projects*, May 2007 ("2007 NRC Report"). The Town Board further finds that the Calumet County Wind Energy Ordinance is insufficient to protect the public health and safety of Town residents and property owners.

- E. Licensing is a legitimate and reasonable means of accountability to ensure that the construction of and operation by employees of Wind Energy Systems comply with reasonable regulations and to ensure that operators and employees do not allow their establishments to be hazardous to the public health or safety.
- F. It is not the intent of this ordinance to significantly increase the cost of the system or significantly decrease the efficiency of any Wind Energy System proposed to be located in the Town.

II. PURPOSE AND INTENT.

Based upon the findings stated above, it is the intended purpose of the Town to regulate Wind Energy Systems to promote the health, safety, and general welfare of the citizens of the Town and to establish reasonable and uniform regulations for the operation thereof so as to control potentially dangerous effects of these Systems on the community.

III. DEFINITIONS.

The following terms have the meanings indicated:

- A. "Aerodynamic Sound" means a noise that is caused by the flow of air over and past the blades of a WES.
- B. "Ambient Sound" Ambient noise encompasses all sound present in a given environment, being usually a composite of sounds from many sources near and far. It includes intermittent noise events, such as, from aircraft flying over, dogs barking, wind gusts, mobile farm or construction machinery, and the occasional vehicle traveling along a nearby road. These transient events are all part of the ambient sound environment but are not to be considered part of the background sound unless they were present for at least 90% of the time.
- C. "Ampacity" means the current carrying capacity of conductors or equipment expressed in Amperes.
- D. "Ampere" means the basic unit measuring the quantity of electricity.
- E. "Anemometer" means a device for measuring the speed and direction of the wind.
- F. "Applicant" means the individual or business entity that seeks to secure a license under this section of the Town municipal code.

- G. "A-Weighted Sound Level" A measure of over-all sound pressure level designed to reflect the response of the human ear, which does not respond equally to all frequencies. It is used to describe sound in a manner representative of the human ear's response. It reduces the effects of the low and high frequencies with respect to the medium frequencies. The resultant sound level is said to be A-weighted, and the units are dBA. Sound level meters have an A-weighting network for measuring A-weighted sound levels (dBA). Also, the weighted sound level by the use of the A metering characteristic and weighting specified in ANSI Specifications for Sound Level Meters, S1.4-1983 for Type 1 instruments.
- H. "Background Sound" refers to the sounds that would normally be present at least 90% of the time. The background sound is heard during lulls in the ambient sound environment when transient sounds are not present. Background sound level (dBA) is the sound level present for at least 90% of the time during a period of observation that is representative of the typical soundscape and at least a duration of ten (10) minutes to an hour or longer as appropriate to characterize the site. It is defined by the L_{90} descriptor. It may be considered to be the quietest 6 minutes during an hour. Background sound levels vary during different times of the day and night. The background sound levels of most interest are those during the quieter periods of the day which are often the late evening, nighttime, and early morning hours. Background sound levels and 1/1 or 1/3 octave band sound pressure levels should be determined for conditions where the wind speed is less than five (5) mph at the surface and microphone.
- I. "Blade Passage Frequency" (BPF) means the frequency at which the blades of a turbine pass a particular point during each revolution (e.g. lowest point or highest point in rotation) in terms of events per second. A three bladed turbine rotating at 28 rpm would have a BPF of 1.4 Hz. [E.g. ((3 blades times 28rpm)/60 seconds per minute = 1.4 Hz BPF)]
- J. "Blade Glint" means the intermittent reflection of the sun off the surface of the blades of a single or multiple WES(s).
- K. "Board" means the Town Board for the Town of Chilton, Calumet County, Wisconsin.
- L. "Decibel (dB)" A dimensionless unit which denotes the ratio between two quantities that are proportional to power, energy or intensity. One of these quantities is a designated reference by which all other quantities of identical units are divided. The sound pressure level (L_p) in decibels is equal to 10 times the logarithm (to the base 10) of the ratio between the pressure squared divided by the reference pressure squared. The reference pressure used in acoustics is 20 MicroPascals.
- M. "Employee" Any and all Persons, including but not limited to "operators," who work in or at, or render any services directly related to operation of Wind Energy Systems.

- N. "Frequency" The number of oscillations or cycles per unit of time. Acoustical frequency is usually expressed in units of Hertz (Hz) where one Hz is equal to one cycle per second.
- O. "Good Utility Practice" means any of the practices, methods and acts with respect to the safe operation of the Wind Energy System Facility ("WESF") engaged in or approved by a significant portion of the electric utility industry and, in particular, those portions of the industry with experience in the construction, operation and maintenance of wind turbines during the relevant time period; or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.
- P. "Height" means the total distance measured from the grade of the property as existed prior to the construction of the wind energy system, facility, tower, turbine, or related facility at the base to its highest point.
- Q. "Hertz (Hz)" Frequency of sound expressed by cycles per second.
- R. "High Voltage Electrical Termination" means connecting of conductors to a device or system where the voltage exceeds 600 volts.
- S. "Impulsive Sound" refers to short-term acoustical impulses typically lasting less than one second each. It may be the only sound emitted from a noise source or it may be a component of a more complex sound. For evaluation of wind turbines, impulsive sound includes swishing or thumping sounds.
- T. "Low Frequency Sound" refers to sounds with energy in the lower frequency range of 0 to 100 Hz. The sounds in the frequency range of 20 Hz and below are of most interest for this type of noise. Low Frequency Noise is deemed to be unsafe when the difference between a C-weighted sound pressure level and an A-weighted sound pressure level is greater than 20 decibels at any measurement point outside or inside a noise sensitive receptor site, residence, or other occupied structure. E.G. C-A>20 dB.
- U. "Measurement Point (MP)" means location where sound and/or vibration measurements are taken such that no significant obstruction blocks sound and vibration from the site. The Measurement Point should be located so as to not be near large objects such as buildings and in the line-of-sight to the nearest turbines. Proximity to large buildings or other structures should be twice the largest dimension of the structure, if possible.
- V. "Measurement Wind Speed" For measurements conducted to establish the background sound levels and 1/1 or 1/3 octave band sound pressure levels the

wind speed at the microphone's Measurement Point shall be 5 mph or less. For measurements conducted to establish the post-construction sound level and 1/1 or 1/3 octave band sound pressure levels (measurements required in Section F. and the Appendix) the wind speed at the microphone's Measurement Point shall not exceed 10 mph and the wind speed at the WES blade height shall be at or above the nominal rated wind speed. For purposes of enforcement, the wind speed at the WES blade height shall be selected to reproduce the conditions leading to the enforcement action.

- i. For purposes of models used to predict the sound levels and sound pressure levels of the WES to be submitted with the Application the Wind Speed shall be the speed that will result in the worst-case sound levels and 1/1 or 1/3 octave band sound pressure levels in the community adjacent the nearest WES. For purpose of the models the wind direction shall consider the dominant wind direction for the seasons from the late Spring to Early Fall. If other wind directions may cause levels to exceed those of the predominant wind direction, these levels and conditions shall be included in the Application.
- W. "Mechanical Noise" means sound produced as a byproduct of the operation of the mechanical components of a WES(s) such as the gearbox and generator.
- X. "Noise" means any unwanted sound. Not all noise needs to be excessively loud to represent an annoyance or interference.
- Y. "Octave" The interval between two sounds having a frequency ratio of two. There are 8 octaves on the keyboard of a standard piano.
- Z. "Octave Band" A segment of the frequency spectrum separated by an octave.
- AA. "Octave Band Level" The integrated sound pressure level of only those sine-wave components within a specified octave band interval.
- BB. "Operator" means the Person who is designated on the license application to be the Person in charge of the daily operation of the premises and who is to be the Wind Energy Systems contact Person for the municipality.
- CC. "Person" means an individual, proprietorship, corporation, association, partnership, limited liability entity, or other legal entity.
- DD. "Project Boundary" means the external property boundaries of parcels owned by or leased by the WES developers.
- EE. "Property Line" means the recognized and mapped property parcel boundary line.

FF. "Pure Tone" A sound for which the sound pressure is a simple sinusoidal function of the time, and characterized by its singleness of pitch. Pure tones can be part of a more complex sound wave that has other characteristics.

GG. "Safe Clearance" a distance of 1.1 times the height of the total height of the structure

HH. "Sensitive Receptor" means places or structures intended for four (4) season human habitation, whether inhabited or not, public parks, state and federal wildlife areas, the manicured areas of recreational establishments designed for public use, including but not limited to golf courses, camp grounds and other non-agricultural state or federal licensed businesses.

These areas are more likely to be sensitive to the exposure of the noise, vibration, shadow or flicker, etc. generated by a WES or WESF. These areas include, but are not limited to: schools, daycare centers, elder care facilities, hospitals, places of seated assemblage, non-agricultural businesses and residences.

II. "Setback" means the minimum allowable horizontal distance from a given point or line of reference, such as a thoroughfare right-of-way, water line, or prospective line to the nearest vertical wall or other element of building or structure.

JJ. "Setback Area" means the land base that falls within a specified setback.

KK. "Shadow Flicker" means the effect when the blades of an operating wind energy conversion unit pass between the sun and an observer, casting a readily observable, moving shadow on the observer and his/her immediate environment.

LL. "Shadow Flicker and Blade Glint Zone" means the land area that falls within the setback for shadow flicker or blade glint.

MM. "Sound" A fluctuation of air pressure which is propagated as a wave through air

NN. "Sound Power" The total sound energy radiated by a source per unit time. The unit of measurement is the watt. Abbreviated as L_w .

OO. "Sound Pressure" The instantaneous difference between the actual pressure produced by a sound wave and the average or barometric pressure at a given point in space.

PP. "Sound Pressure Level (SPL)" 20 times the logarithm, to the base 10, of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter. In equation form, sound pressure level in units of decibels is expressed as $SPL (dB) = 20 \log p/pr$.

- QQ. "Spectrum" The description of a sound wave's resolution into its components of frequency and amplitude.
- RR. "Stray Voltage" means neutral-to-earth voltage measured from the electrical system neutral and/or any structure bonded to this neutral to earth that adversely affects humans or animals.
- SS. "Tonal sound (sometimes Pure Tone)" A sound for which the sound pressure is a simple sinusoidal function of the time, and characterized by its singleness of pitch. Tonal sound can be simple or complex.
- TT. "Wind Energy Systems" means equipment that converts and then stores or transfers energy from the wind into usable forms of energy on a large, industrial scale for commercial. or utility purposes. Small scale wind systems of less than 170 feet in height with a 60-foot rotor diameter and a nameplate capacity of less than 100 kilowatts or less are exempt from this definition and the provisions of this Ordinance.
- UU. "Wind Energy Systems Facility" or "Facility" means all of the land and equipment used by the wind energy system and its support facilities including the wind turbine, tower, access roads, control facilities, meteorological towers, maintenance and all power collection and transmission systems.
- VV. "Wind Energy System Tower" means any structure that is designed and constructed primarily for the purpose of supporting the Wind Turbine.
- WW. "Wind Energy System Tower Site" means the land area encompassing a tower and all related equipment, structures paved or graveled areas, safe clearance areas, fencing and other items used in connection with said tower.
- XX. "Wind Turbine" or "Turbine" means a mechanical device which captures the kinetic energy of the wind and converts it into electricity. The primary components of a wind turbine are the blade assembly, electrical generator and tower.

IV. LICENSING

A. License Required.

From and after the effective date of this Ordinance, no Wind Energy Systems shall be operated or maintained in the Town without first obtaining a license to operate issued by the Town. However, small scale wind systems of less than 170 feet in height with a 60-foot rotor diameter and a nameplate capacity of less than 100 kilowatts are exempt from the provisions of this Ordinance.

B. Effect of Other Licenses.

The fact that a Person possesses any other valid license or permit required by law, does not exempt that Person from the requirement of obtaining a Wind Energy Systems license under this Section.

C. Non-assignability of Licenses.

The license is not assignable or transferable to any other Person, without the express prior written consent of the Town, such consent not to be unreasonably withheld; provided, however, the Licensee may assign the License once to a new entity, upon notice to the Town, if the Licensee submits an affidavit demonstrating the following:

The new entity is wholly owned by the Licensee.

The new entity is properly formed and authorized to do business in Wisconsin.

The written assignment requires the new entity to assume all of the Licensee's rights, duties and obligations under the License including but not limited to the letter of credit requirements and the certificate of insurance requirements.

V. LICENSE APPLICATION PROCEDURE FOR WIND ENERGY SYSTEMS

- A. Any Person desiring to secure a Wind Energy Systems license shall file an application together with two additional copies of the application with the Town Clerk.
- B. The application shall be on a form provided by the Town Clerk.
- C. The following information shall be required of each Applicant, and must be provided under oath or affirmation:
1. Name, address, and phone number.
 2. If the Applicant is a corporation, partnership, limited liability company or limited liability partnership, the application shall include the name of the business entity; the date of incorporation, registration or organization; the state in which the entity was incorporated, registered or organized; the name and address and home numbers of the registered agent where applicable; the names and addresses of all officers and directors; operating or managing partners or general partners; managing members or managers, whichever is applicable for the particular form of business entity.

3. Name and address of any other current or past Wind Energy Systems operated by the Applicant whether in this State or any other State or District within the United States.
4. Name, address and phone number of an individual who is responsible for the day-to-day operation of the facility, who will be deemed the Operator for purposes of this section, and who will be the contact Person for the municipality.
5. A statement that the Applicant is familiar and in compliance with the provisions of this section of the Town's municipal code, including the responsibility to reimburse all reasonable costs and professional fees associated with the processing, examination and analysis of the proposed facility.

D. Each application shall be accompanied by:

1. A site plan which meets all the requirements of this Section and applicable provisions of the Calumet County Zoning Code pertaining to Land Use Permits, as well as any additional site specific requirements of the Town Board and/or the Town engineers in accordance with the technical requirements in this ordinance. Each application shall be accompanied by a site plan of the Wind Energy System Tower Site(s), including total acreage occupied by the facility. The application shall also be accompanied by a detailed map of the area showing parcel boundaries, individual Wind Turbine locations and accessory structures such as transmission lines and substations. The applicant shall also provide details of expected production of the project for each season or month.
2. Additional information regarding the: make and model of the turbines, Sound Power Levels (L_w) for each octave band from the Blade Passage Frequency up through 10,000 HZ, and a projection showing the expected sound pressure levels in each of those octave bands for all areas within and to 1 mile from the project boundary for the wind speed and direction that would result in the worst case WES sound emissions. The projection may be by means of computer model but shall include a description of all assumptions made in the model's construction and algorithms. If the model does not consider the effects of wind direction, geography of the terrain, and the effects of reinforcement from coherent sounds or tones from the turbines these should be identified and other means used to adjust the model's output to account for these factors. These results may be displayed as a contour map of the predicted levels, but should also include a table showing the predicted levels at noise sensitive receptor sites and residences within the model's boundaries. The predicted values may include dBA values but shall also include the non-weighted octave band levels in the data tables.

3. The Town reserves the right to require the preparation of (a) a pre-construction noise survey for each proposed Wind Turbine locations conducted per procedures provided in the Appendix showing background sound levels (L_{90}) and 1/1 or 1/3 octave band sound pressure levels (L_{90}) during quiet periods of the day and/or night over a reasonable period of time (not less than 10 minutes of sampling) prior to approval for the final layout and construction, and (b) an environmental study evaluating the impact the project may have in the vicinity of the proposed Wind Turbine sites.
 - a. If any proposed wind farm project locates a WES within 1/3 mile of a sensitive receptor these studies are mandatory. The pre-construction baseline studies shall be conducted by firms selected by the town board.
 - b. The town board shall hire an independent consultant to conduct the sound and vibration study for the town as specified in this licensing ordinance. However, the applicant shall be responsible for paying the consultant fees and costs associated with conducting the study. These fees and cost shall be negotiated with the consultant and determined prior to any work being done on the study. The applicant shall be required to pay 100% of these fees and costs directly to the town, before the study is commenced by the consultant. Receipt of payment does not imply acceptance.
4. Each application shall be signed by the Applicant.
5. Each application shall be accompanied by payment of nonrefundable application fee to be determined from time to time by separate resolution of the Town Board. Filing of the application does not occur until this fee has been paid. Receipt of payment does not imply acceptance.
6. The Town Clerk shall date the filing of the application on the face of the application.
7. Upon receipt of the application, the Town Clerk shall distribute a copy of the application to the Town Board, Building Inspector and Town Fire Departments.
8. The Town Board may refer the application to the Town engineer or a qualified consulting engineer for further review. The reasonably necessary costs associated with the engineering review shall be the responsibility of the applicant, in accord with the terms of this ordinance.
9. The Town Board may, but shall not be obligated, to refer the application to the appropriate committee for review and recommendation.

10. The Town Board may, but shall not be obligated to refer the application to a public hearing for purposes of receiving public comment.
11. Following review, the Town Board shall either grant the license or deny the application after reviewing the application for compliance with the licensing standards found in this ordinance and under state law. A license may be granted with conditions.
12. If the license is granted by the Town Board, then the Town Clerk shall issue the license on the next business day. A license may be revoked at any time by the Town Board for good cause, after first providing the Licensee with a hearing. If substantial construction has not begun within one year of the issuance of the license, the license shall expire and the Licensee shall be required to re-apply for a new license. The preceding one year deadline may be extended if the Licensee is able to demonstrate that the delay in construction is caused by circumstances beyond the Licensee's reasonable control. However, the Licensee shall not be excused from the preceding deadline if the delay arises from the Licensee's negligence or failure to reasonably anticipate ascertainable events or its failure to utilize commercially reasonable alternate solutions.
13. If the Town Board decides to deny the application for a license, the Board shall immediately notify the Applicant in writing of the reasons for denial. Such notice shall be sent to the Applicant within 5 days of the decision by certified mail, return receipt requested.
14. Any Applicant or other person aggrieved by such a decision of the Town Board, including any resident or owner of property in the Town, shall be entitled to immediately appeal the Board's decision in circuit court. Such an appeal must be made within 30 days of the date of the written decision by the Board. The Town explicitly elects not to be governed by Chapter 68, Wisconsin Statutes, and to provide the review procedures described in this Section.
15. Each license issued for a Wind Energy System shall state on its face the name of the licensee, the name of the establishment, the street address of the establishment, the date of issue of the license and its expiration date.

VI. TECHNICAL REQUIREMENTS FOR LICENSING

This ordinance is intended to promote the safety and health of the community through licensing regarding the design, construction and operation of Wind Energy Systems. It is recognized that the requirements herein are neither exclusive, nor exhaustive. In instances where a health or safety concern is identified with regard to any application for a Wind Energy System, additional and/or more restrictive conditions may be included in the license to address such concerns. All rights are reserved to impose additional restrictions as circumstances warrant. Such additional or more restrictive conditions may include,

without limitation (a) greater setbacks, (b) more restrictive noise limitations, or (c) additional groundwater or surface water protections.

A. Design.

Each Wind Turbine shall consist of a tower, generator(s), nacelle and blades. Each WESF site must have access roads, underground transmission cabling to connect the generators to local utility electric distribution lines, and underground fiber optic lines. The application shall disclose the nature and type of the proposed Wind Turbine to be installed. Detailed product literature shall accompany the application. Each Wind Turbine shall also comply with the following design requirements (a) Wind Turbines shall be painted a non-reflective, non-obtrusive color; (b) at each WESF site, the design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the WESF to the natural setting and the existing environment; (c) Wind Turbines shall not be artificially lighted, except to the extent required by the FAA or other applicable authority; strobe or other intermittent lights are prohibited; lighting shall be in accordance with the Town's lighting ordinance; (d) Wind Turbines shall not be used for displaying any advertising, except for reasonable identification of the manufacturer or operator of the WESF; and (e) electrical controls and control wiring and power-lines must be wireless or not above ground, except where wind farm collector wiring is brought together for connection to the transmission or distribution network, adjacent to that network.

B. Blasting.

Licensee shall not undertake any blasting in connection with the construction of the Facility unless Applicant shall have notified the Town and submitted a blasting plan consistent with applicable laws and regulations. The blasting plan must be reviewed and approved by the Town Board before any blasting may take place. The plan shall provide, at a minimum, (a) all blasts must comply with the State ground vibration limitations; (b) flyrock traveling in the air or along the ground must remain in the controlled blasting area site owned or controlled by the applicant; (c) all blasting must be performed by or under the direct supervision of a State-licensed blaster; (d) a blasting log for each blast will be kept on-site at the WESF office for not less than 5 years, and copies of the required blasting log will be promptly submitted to the Town upon its request; (e) a resident call list must be established for the purpose of notifying neighbors at homes in the vicinity of the WESF of eminent blasting activity. This call list must be maintained and utilized on a "request basis only" for all residents in the vicinity of the WESF who asked to be notified prior to any blast; and (f) the storage of explosives will be accordance with Chapter Comm. 7 of the Wisconsin Administrative Code.

C. Communications Interference.

Any WES shall be sited and operated so that they do not interfere with television, internet service, telephone (including cellular and digital), microwave, satellite (dish), navigational, or radio reception to neighboring areas. The applicant and/or operator of the facility shall be responsible for the full cost of any remediation necessary to provide equivalent alternate service or correct any problems; including relocation or removal of the facility caused or exacerbated by the operation of such equipment and any and all related transmission lines, transformers, and other components related thereto. The owner/operator of the WES shall respond within 24 hours to any request for a communications interference investigation by a property owner within the municipal boundaries of the Township of Chilton. Testing shall commence within 48 hours of the request. Owner/operator is responsible for eliminating the interference within 72 hours from testing.

D. Emergency Procedures.

Licensee shall be required to immediately cease operations for the duration of any Emergency. Emergency shall mean a proven condition or situation caused by the WES or WESF that presents an imminent physical threat of danger to life or significant threat to property.

1. Twenty-Four Hour/Seven Day a Week Emergency Contact Number: Any operator/owner of a WES shall furnish the Town Clerk with an emergency contact number to be made public for the purpose of information the operator/owner of an emergency situation.
2. Rescue, Fire and Hazard Protection: Owner/operator shall assure that the WES complies with the following fire control and Prevention measures and incurs associated costs.
 - a. Fireproof or fire resistant building materials and buffers or fire retardant landscaping.
 - b. Fire fighting and rescue services, including programs and costs associated with equipment and training, for local fire protection and rescue personnel.
 - c. The owner/operator shall be responsible for compliance with all laws applicable to the generation, storage, clean up, transportation and disposal of hazardous wastes generated during any phase of the project's life.

E. Groundwater Protection.

Licensee shall operate the Facility so as not to cause groundwater contamination in violation of applicable law. Nothing contained in the license is intended to authorize or permit any degradation of the quantity or quality of the groundwater in connection with the WESF. Furthermore, no wells may be drilled within 1.1 times the height of the wind energy system tower or the safe clearance, whichever is greater. In addition, the Licensee shall complete a plan for managing surface water runoff to prevent pollution of groundwater through sinkholes and infiltration through the soil and underlying bedrock in the vicinity of each Wind Turbine site.

F. Sound and Vibration.

1. Sound Regulations Compliance: A WESF shall be considered in violation of the conditional use permit unless the applicant demonstrates that the project complies with all sound level limits. Sound levels in excess of the limits established in this ordinance shall be grounds for the Town Chairperson or his/her designee to order immediate shut down of all non-compliant WES's.
2. Post Construction Sound and Vibration Measurements: Within twelve months of the date when the project is fully operational, and within two weeks of the anniversary date of the pre-construction background noise measurements, repeat the existing sound and vibration environment measurements taken before the project approval. Post-construction sound level measurements shall be taken both with all WES's running and with all WES's off. At the discretion of the Town, the Pre-construction background sound levels (L₉₀) can be substituted for the "all WES's off" tests if a random sampling of 10% of the pre-construction study sites shows that background L₉₀ conditions have not changed more than +/- 5 dB (A and C). Report post-construction measurements to the Town Board (available for public review) using the same format as used for the pre-construction sound and vibration studies. Post construction noise studies shall be conducted by a firm chosen by the Town of Chilton. Costs of these studies are to be reimbursed by the Licensee.
3. Setbacks: The Town Board may impose a setback that exceeds the other setbacks set out in this ordinance if it deems that such greater setbacks are necessary to protect the public health, safety, and welfare of the community.
4. Audible Sound Standard: The audible sound emitted by WES operations shall not be greater than 5 dBA above the background noise level (L₉₀) for the quietest period of the day measured during the pre-build noise study. Procedures are provided in Appendix A. All measurements must be taken

using procedures meeting American National Standard Institute Standards including: ANSI S12.18-1994 (R 2004) American National Standard Procedures for Outdoor Measurement of Sound Pressure Level and (ANSI) S12.9-Parts 1-5:

- Part 1: American National Standard Quantities and Procedures for Description and Measurement of Environmental Sound.
- Part 2: Measurement of Long-Term, Wide-Area Sound.
- Part 3: Short-Term Measurements with an Observer Present.
- Part 4: Noise Assessment and Prediction of Long-Term Community Response.
- Part 5: Sound Level Descriptors for Determination of Compatible Land Use.

Measurements must be taken with qualified acoustical testing instruments meeting ANSI Type 1 standards, and Class 1 filters. The windscreen recommended by the instrument's manufacturer must be used and measurements conducted only when wind speeds are less than 10 mph at the microphone. The microphone must be located at a height of 1.2 to 1.5 meters from the ground.

5. Minimum Sound Standard: The ambient or background noise shall not be considered lower than 30dBA for measuring purposes, even when referencing measurements to be taken at the quietest period of the day throughout this ordinance.
6. Low Frequency Sound or Infrasound: No low frequency sound or infrasound from wind turbine operations shall be created which causes the sound pressure level both within the project boundary at any sensitive receptor and within a one-mile radius beyond the project boundary to exceed the following limits:

Band No.	1/3 Octave Band Center Frequency (Hz)	Limits for 1/3 Octave Bands	Limits for 1/1 Octave Bands
1	1.25 and below	65	
2	1.6	65	
3	2	65	70
4	2.5	65	
5	3.15	65	
6	4	65	70
7	5	65	
8	6.3	65	
9	8	65	70
10	10	65	
11	12.5	61	
12	16	61	65
13	20	61	
14	25	60	
15	31.5	58	63
16	40	58	
17	50	58	
18	63	55	61
19	80	53	
20	100	52	
21	125	50	55

Measurements must be conducted in accordance with the ANSI standards and conditions referenced in Rule 4 and the Appendix to this License.

7. **Pure Tone Penalty:** In the event audible noise due to wind turbine operations contains a steady pure tone, such as a whine, screech, or hum, the standards for Audible Sound shall be reduced by five (5) dB(A). A pure tone is defined to exist when: the one-third octave band sound pressure level in the band, including the tone, exceeds the arithmetic average of the sound pressure levels on the two (2) contiguous one-third octave bands by five (5) dB(A) for center frequencies of 500 Hz and above, and eight (8) dB(A) for center frequencies between 160 and 400 Hz, and by fifteen (15) dB(A) for center frequencies less than or equal to 125 Hz.

8. **Repetitive, Impulsive Sound Penalty:** In the event the audible noise due to wind turbine operations contains repetitive impulsive sounds, the permitted sound pressure level for Audible Sound (Rule 4) shall be reduced by five (5) dB.

9. Pure Tone and Repetitive, Impulsive Tone Penalty: In the event the audible noise due to wind turbine operations contains both a pure tone and repetitive impulsive sounds, the standards for Audible Noise (Rule 4) shall be reduced by a total of seven (7) dB.
10. Operations – Low Frequency Noise: A WES that emits sound (or causes structural or human body vibration) with strong low-frequency content where the time-average C-weighted sound level exceeds the A-weighted sound level by at least 20 dB when measured inside a structure and adversely affects the subjective habitability or use of any existing dwelling unit, hospital, school, library, nursing home, or other sensitive noise receptor shall be deemed unsafe and must be shut down immediately. Exceedances of any of the limits of the Table in VI. F. 5. will also be considered as proof that the WES is unsafe and must be shut down immediately.

G. Setbacks.

1. The following setbacks and separation requirements shall apply to all Wind Energy Systems.
 - a. Each Wind Energy System shall be set back from the nearest sensitive receptor, a distance no less than one thousand (1000) feet.
 - b. Municipal Boundaries: Each Wind Energy System shall be sited at least 1000 feet from the nearest boundary of all sewer service planning areas or sewer service boundary, or, 1,000 feet from an incorporated municipal boundary, whichever is greater. The setback shall be determined by utilizing the area or boundary existing at the time of the permit application.
 - c. Property Lines: Each Wind Energy System shall be set back from the nearest property line a distance of no less than 1.1 times its Total Height, unless appropriate easements are secured from adjacent property owners for a lesser setback. The easement must be recorded with the Register of Deeds.
 - d. Public Roads: Each Wind Energy System shall be set back from the nearest public road a distance of no less than 1.1 times its Total Height, determined at the nearest boundary of the underlying right-of-way for such public road.
 - e. Park and Wildlife Area: Each Wind Energy System shall be set back a distance of no less than 1,000 feet from a “Park and Wildlife Area” as designated in the Calumet County Outdoor Recreation Plan as adopted at the time of the permit application.

H. Public Roads.

1. Road Analysis. The licensee applicant shall reimburse the Township for any and all repairs and reconstruction to Township roads resulting directly from the construction of the WESF. A qualified independent third party or other qualified person, agreed to by the Township and permit applicant, and paid for by the permit applicant, shall be hired to pre-inspect the roadways to be used during construction. This third party shall be hired to evaluate, document, and rate the roads condition prior to construction of the WESF, and again 30 days after the WESF is completed. Any road damage done by the permit applicant or one or more of its contractors or subcontractors shall be repaired or reconstructed at the licensee applicant's expense.
2. Construction, Repair, Replacement and Decommissioning Notification. The licensee applicant shall provide the Township with written notice of completion of construction, repair, replacement or decommissioning within 30 days after the WESF construction, repair, replacement or decommissioning is complete. Determination as to how the roads should be repaired or reconstructed, within Wisconsin Department of Transportation standards for counties and townships, or township standards if they exist, must be completed before the WESF is commissioned.
3. Payment for Damages. At the end of the WESF construction, repair, replacement or decommissioning, the Township Board of Supervisors will negotiate the percentage of road repair or reconstruction costs that will be paid by the licensee applicant based on the independent third party's evaluations. The repair or reconstruction costs will be based on the cost of the repair at the time the work is actually done. Actual work on the road repair or reconstruction will occur at the earliest possible time.
4. Road Damage. Any road damage caused by the permit holder or their agents during the construction, repair, replacement or decommissioning of any WES's during the life of the project shall be paid for by the permit holder per the above language.
5. Emergency Road Repairs. In the event a hazardous road condition exists that is not promptly corrected by Licensee, the Town Chairperson or his/her designee may order emergency road repairs be performed by qualified contractors, and Licensee shall promptly reimburse the Town for reasonable emergency road repair costs. Licensee shall assure funding of the Road Repair Obligations by a letter of credit or guaranty from a contractor of Applicant. Weather permitting, the final road repair shall be completed to the reasonable satisfaction of the Town Chairperson or his/her designee within six (6) months after completion of construction,

repair, replacement or decommissioning of the Facility, or as soon thereafter as weather conditions permit.

H. Shadow Flicker or Blade Glint.

The facility shall be designed such that shadow flicker or blade glint will not fall on, or in any existing sensitive receptor. Shadow flicker or blade glint expected to fall on a roadway or a portion of a residence or business property may be acceptable under the following circumstances:

1. The flicker or glint will not exceed 90 seconds per day with a 10 hour maximum per year; and
2. The flicker or glint will fall more than 100 feet from an existing residence or business property; or
3. The traffic volumes are less than 500 vehicles per day on the roadway.
4. The flicker or glint shall not fall onto an intersection.
5. If shadow flicker or blade glint exceeds any of the conditions listed in this Section, the source WES's shall be shut down until the flicker or glint problem is remedied.

I. Definition of Participating and Non-Participating.

For purposes of this Ordinance, "Participating" shall mean a property owner or property (including a residence) that is subject to an agreement, authorization or lease with Licensee to place Wind Turbines upon or near such property. "Non-Participating" shall mean all property owners or property (including a residence) which are not Participating property owners or property.

J. Spacing and Density.

A Wind Turbine must be separated from every other Wind Turbine by a sufficient distance so that it does not interfere with the other Wind Turbine.

K. Identification of Individual Wind Energy System.

1. Each WES shall be identified by its own address marker or sign posted at the right-of-way of the road which the WES access drive enters that road. This sign shall be of the same signage as that currently in use by the township for addresses and should include the WES's address, owner/company and the 24 emergency access numbers.
2. No advertising material or signage other than warning, equipment information or indicia of ownership shall be allowed on the Wind

Turbines. This prohibition shall include the attachment of any flag, decorative sign, streamers, pennants, ribbons, spinners or waving, fluttering or revolving devices, but not including weather devices.

L. Stray Voltage.

1. The owner/operator of the WES shall respond within five (5) business days to any request for a stray voltage investigation by a property owner within the project boundary and a one-mile radius beyond the project boundary.
2. The tests shall be performed by a mutually acceptable Wisconsin certified stray voltage investigator.
3. The tests shall be performed according to PSCW Phase II Stray Voltage Testing Protocol identified in PSC STAFF REPORT: The Phase II Stray Voltage Testing Protocol by Richard S. Reines and Mark A. Cook Rural Electric Services Public Service Commission of Wisconsin February 1999. See Appendix B.
4. Testing shall commence within ten (10) working days of the request. If testing cannot be initiated within ten (10) days, the WES(s) in question shall be shut down until the testing can be started.
5. The investigation shall be provided to the property owner at no cost up to a maximum of two investigations within a 12-month period. See Appendix B.
6. At no time shall the operation of a WES increase the measured cow contact voltage (V_{cc}) or primary neutral to remote voltage (V_{pm}) on a livestock facility within the project boundary and a one-mile radius beyond the project boundary, above the maximum pre-construction levels.
7. The owner/operator agrees to abide by all rules, procedures, standards, and reporting established by the PSCW for stray voltage and related electrical phenomena.
8. Owner/operator is responsible for mitigating within five (5) working days from determination any net increase in cow contact voltages (V_{cc}) or primary neutral to remote voltages (V_{pn}) attributed to the operation of the WES. If corrections cannot be initiated within five (5) working days, the WES in question shall be shut down until the voltages in question are mitigated.
9. A copy of the test results shall be sent to the property owner, PSCW Rural Electric Power Services staff and the Planning and Development Department within thirty (30) days of test completion.

M. Reporting and Complaint Resolution Procedure.

Licensee/operator/owner shall report to the Town as follows:

1. **Extraordinary Events.** Within 24 hours of any extraordinary event, licensee/operator/owner shall notify the Town. "Extraordinary events" shall include tower collapse, catastrophic turbine failure, unauthorized entry to the tower base, thrown blade or hub, any injury to a Facility worker or other person that requires emergency medical treatment, or other event that in licensee's/operator's/owner's opinion reasonably impacts the public health and safety of the Town.
2. **Complaints.** The licensee/operator/owner of the WESF shall, at the licensee's/operator's/owner's expense and in coordination with the Town develop a system for logging and investigating all complaints related to the operational standards set forth in Sections VI.B, D, E, F, H, L, and VIII.B. If the Town determines that it is reasonably necessary, it may undertake an investigation of the alleged operational violation by a qualified individual mutually acceptable to the Town and the owner of the WESF. The reasonable cost and fees incurred by the Town in retaining said qualified individual shall be reimbursed by the owner of the WESF. After the investigation, if the Town Board reasonably concludes that operational violations are shown to be caused by the WESF, the licensee/operator/owner shall use reasonable efforts to mitigate such problems on a case-by-case basis including measures such as planting trees and installing awnings.

N. Inoperable and Unsafe WESF's; Site Reclamation; Decommission.

1. **Inoperable:** A WESF shall be deemed inoperable if it has not generated power for the preceding two calendar quarters equal to at least 50% of the previous twelve months average production, and shall be promptly dismantled and removed from the property.
2. **Unsafe:** Any WESF that is found to present an imminent physical threat of danger to life or significant threat of damage to property shall be immediately shut down and repaired or otherwise made safe and certified so by a Wisconsin professional engineer prior to resumption of operation.
 - a. If a serious adverse unforeseen impact develops due to the operation of one or more WES that has a serious detrimental effect on the affected municipality or a particular resident, the affected municipality or particular resident has a right to request the Town Chairperson or his/her designee to order the cessation of the operation of the WES(s) in question until the situation has been corrected.

- b. Within 24 hours of an occurrence of a tower collapse, turbine failure, fires, thrown blade or hub, collector or feeder line failure, injured WES's worker or private person, the owner/operator shall notify the Town Board.
3. Reclamation: Advance payment for WESF site reclamation and restoration is to be placed in joint escrow account or surety bond purchased from an A or better rated bond company, the amount to be determined by the appropriate municipal governing authorities to be sufficient with a minimum of \$50,000 bond per turbine posted with the Town for a bond life of 30 years to be renewed upon expiration of the 30 year limit to have the WESF fully removed and all components properly disposed of and the land returned to its original state should such structures become abandoned, dangerous, or not in compliance with this ordinance. Such financial security shall be kept in full force and effect during the entire time while a WESF facility exists or is in place. Such financial security shall be irrevocable and non-cancelable until such time as appropriate municipalities certify that reclamation and restoration are complete and release the obligation.
4. Removal and Site Restoration. The owner/operator shall remove all equipment associated with the WES's and restore the site to its original condition at the end of the permit or when any WES is deemed inoperable or unsafe. The restoration shall include removal of all materials above and four feet below ground; road repair, if any; and all re-grading and re-vegetation necessary to return the subject property to the condition existing prior to establishment of the WESF. The restoration shall reflect the site-specific character including topography, vegetation, drainage, and any unique environmental features and shall be completed within one year. The owner/operator shall incur all costs associated with implementing the removal and site restoration plan.

VII. INSURANCE AND INDEMNIFICATION

A. Insurance.

All licensees shall maintain the following insurance coverages commencing upon construction of the facility.

1. Licensee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring Applicant and Participating Landowners against loss or liability caused by Applicant's occupation and use of the Property under the Lease, in an amount not less than Five Million Dollars (\$5,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. The Town shall be named as an additional insured on the policy.

2. Worker's compensation coverage in an amount required by Wisconsin law. Applicant shall require subcontractors and others not protected under its insurance to obtain and maintain worker's compensation and employers' liability insurance.
3. Certificates of insurance evidencing compliance with these requirements shall be provided upon request of the Town. The insurer will provide notice to the Town in the event there is a lapse in coverage exceeding thirty (30) days. All policies other than worker's compensation shall be written on an occurrence and not on a claim-made basis.

B. Defense of Land Use Decision and Indemnity.

1. Defense of Land Use Decision.

In addition to the indemnification described below, Licensee shall reimburse the Town its reasonable attorneys' and expert's fees incurred in defending any legal actions brought by third parties challenging the legality or enforceability of this ordinance or any portion thereof, or the issuance of a License by the Town pursuant to this ordinance. If the Town seeks reimbursement, it shall notify Licensee in writing promptly upon discovering any claim entitling it to a land use defense reimbursement, but in no event later than 120 days after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it which may give rise to a claim for a land use defense reimbursement. Licensee shall not be obligated to reimburse the Town with respect to any such liability, action or claim if the Town fails to notify Licensee thereof in accordance with the provisions of this section in sufficient time including, without limitation, any responsive motion or answer to a complaint, petition, notice, or other legal, equitable action or claim, but only insofar as such knowing failure to notify Licensee has actually resulted in prejudice or damage to Licensee. With respect to any third party action, lawsuit, proceeding, investigation or other claim which is subject to reimbursement under this section, Licensee shall be entitled to assume and control (with counsel of its choice) the defense of such action, lawsuit, proceeding, investigation or other claim at Licensee's expense; provided, however, that the Town shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose (the fees and expenses of such separate counsel to be borne by the Town) and to assert against any third party any and all cross claims and counterclaims the Town may have, subject to Licensee's consent, which consent shall not be unreasonably withheld. If Licensee elects to assume the defense of any such claim, it may settle such claim in its sole discretion so long as either (i) such settlement provides an unconditional release of the Town, or (ii) Licensee shall obtain the prior written consent of the Town, which consent shall not be unreasonably withheld. If Licensee elects to assume the defense of any

claim, the Town shall fully cooperate with Licensee and its counsel in such defense.

2. Indemnification.

Licensee shall defend, indemnify and hold harmless the Town and its officials, employees and agents from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorneys' fees (such liabilities together known as "Liability") arising out of Licensee's selection, construction, operation and removal of the Wind Turbines and affiliated equipment including, without limitation, Liability for property or personal injury (including death), whether said Liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limiting or qualifying the Town's other indemnification rights available under law.

VIII. STANDARDS

A. **Construction Standards.**

WES(s) shall be constructed in compliance with Good Utility Practice for Wind Turbines. In the event after inspection by a qualified expert in Good Utility Practice, the Town concludes that any of the Wind Turbines were not constructed in compliance with Good Utility Practice or constitutes a danger to persons or property, then upon notice being provided, Licensee shall have 90 days to bring the non-compliant Wind Turbine(s) into compliance with such standards. If 90 days is insufficient time to cure the non-compliance, Licensee shall present a plan to the Town describing the reason for the delay and the time frame for the cure to be put in place. Failure to bring such non-compliant Wind Turbine(s) into compliance or failure to provide a plan for compliance within 90 days shall constitute grounds for the Town to request removal of said Wind Turbine(s) at Licensee's expense.

B. **Performance Standards.**

Any Wind Energy System or Wind Energy System Facility shall be operated and maintained consistent with Good Utility Practice for comparable facilities.

C. **State and Federal Standards.**

Construction of WES(s) shall meet or exceed current standards and regulations, if any, of any other agency of the state or federal government with the authority to regulate wind powered generators. If such standards and regulations are changed and retroactive application is required for the change, then Licensee shall bring the Wind Turbine(s) into compliance with such applicable revised standards and

regulations within 6 months of the effective date of such standards and regulations, unless a different compliance schedule is permitted by the controlling state or federal agency or approved by the Town. A Determination of No Hazard for each Wind Turbine must be obtained from the FAA as a condition precedent for the installation of each turbine.

D. Wind Turbine Safety Standards.

Licensee shall comply with the following safety standards:

1. All wiring between the Wind Turbines and the substation shall be underground;
2. The outside of Wind Turbines shall not be climbable;
3. All access doors to the towers and electrical equipment shall be locked; and
4. Appropriate warning signage shall be placed on each tower, all electrical equipment, and all entrances.

IX. REPAIR AND REPLACEMENT

Licensee shall be authorized to repair and replace the wind turbine generator and associated equipment consistent with Good Utility Practice during the Term of this License as needed to keep the Facility in good repair and operating condition. However, no such repair or replacement shall entitle Licensee to any extension of the Term of this License, even if it extends the useful life of the Facility. If Licensee desires to extend the term of this License in the future, Licensee shall be required to apply for such extension or amendment of this License in accordance with the terms of this ordinance.

X. PROCEDURES FOR ALTERATION OR REVOCATION OF LICENSED PREMISES.

A. Amendment.

Following the granting of a license any licensee who wishes to materially alter any aspect of the licensed premises which was required to be described in the building plan or site plan required under this Section, shall apply to the Town Board for an amendment to the license. The application shall explain the nature of the alteration and the reasons therefore and include a non-refundable application fee. The Applicant shall pay the reasonably necessary engineering expenses, if any, associated with the review. The Town Board shall act on the amendment application consistent with the terms of this ordinance.

B. Revocation of License.

Each of the following occurrences shall constitute a violation of the terms and conditions of this License (a "Violation") and any such Violation shall be grounds for revocation of this License (whatever the reason for such an event of default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, order or regulation) after the expiration of the notice and cure period and revocation hearing as set forth below:

1. if Licensee abandons the wind turbine generators located on the Premises for a period of one year or more; or
2. if Licensee fails to observe or perform any material condition or provision of this License for a period of 30 days after it has received written notice of such failure from the Town; provided, however, that a Violation shall not occur if Licensee commenced performance of such obligation within such 30-day period and is diligently proceeding to complete such performance; or
3. if there is a material failure by Licensee to comply with any statute, regulation, rule, or license administered by any federal, state or county department, agency, or commission directly related to the operation of the wind turbine generator, and if Licensee fails to cure the material failure to comply for a period of 30 days after the date Licensee receives written notice of such failure from the Town or the federal, state or local governmental body or agency with jurisdiction; provided, however, that a Violation shall not occur if Licensee commences performance of such obligation within such 30-day period and is diligently proceeding to complete such performance.

C. Hearing.

The Town shall not revoke any License without first providing Licensee a hearing and the right to respond, including the right to present evidence regarding any defenses or extenuating circumstances (such as Applicant's prompt commencement of remedial measures that cannot reasonably be concluded within 30 days) regarding the alleged Violations.

D. Judicial Review.

Licensee shall have the right to appeal any revocation to Circuit Court within 30 days of the date of the revocation.

XI. LICENSE EXPIRATION

Unless the Town Board authorizes a different term based upon analysis of the useful life of the Wind Energy Systems Facility, every license issued pursuant to this Section will terminate upon the expiration of thirty years from the date of Issuance.

XII. FEES AND EXPENSES

A. Tax Hold Harmless.

The parties acknowledge that the shared revenue payments payable to the Town under current state law may be revised or revoked by future Legislatures. In the event that the shared revenue payments payable to the Town are eliminated by the Legislature, Licensee will pay to the Town an amount not less than \$1,667 per megawatt per year for Wind Turbines actually installed and operating within the Town. Such payments shall be on an annual basis and payable on the 180th day after notice from the Town of Licensee's obligation to pay under this paragraph. Licensee's obligation to make such payments shall cease if the State adopts or implements a new mechanism to replace the shared revenue payments, to the extent that the new payment mechanism produces revenue not less than the revenue payable under the predecessor program.

The parties acknowledge that the shared revenue payments referenced above are paid to the Town directly by the State of Wisconsin, not Licensee. Regardless, Licensee agrees to supplement the Town's annual shared revenue payments actually received by an amount equal to the annual percentage change of the Consumer Price Index as of January 1 of each calendar year beginning on the first January following the date that the Town receives its first payment. For purposes of this escalator clause, the Consumer Price Index means the U.S. Department of Labor, Bureau of Statistics, Consumer Price Index for the United States, All Urban Consumers, all items, unadjusted index.

B. Reimbursement of Fees and Costs.

Licensee/operator/owner agrees to reimburse the Town's actual reasonable fees and costs incurred in the preparation, negotiation, administration and enforcement of this Ordinance, including, without limitation, the Town's attorneys' fees, engineering and/or consultant fees, Town Board meeting and hearing fees and the costs of public notices. The preceding fees are payable within thirty (30) days of invoice. Unpaid invoices shall bear interest at the rate of 1% per month until paid. The Town may recover all reasonable costs of collection, including attorneys' fees.

C. Enforcement, Violations and Penalties.

1. Enforcement authority shall be the responsibility of the Town Chairperson or his/her designee. See Appendix C.

2. **Violations.** It shall be unlawful to construct, install, reconstruct, substantially repair, improve, extend, enlarge, relocate, or convert any WES in violation of the provisions of this Ordinance. It shall also be unlawful to fail to obtain wind access permits as required by this ordinance.
3. There shall be penalties for any person, owner/operator, landowner, firm, association, corporation or representative agent who fails to comply with the provisions of this Ordinance or orders from the Town Chairperson or his/her designee. Upon written notification from the Town Chairperson or his/her designee, the initial penalty may be to cease operation of the application WES(s) and/or a fine of not less than \$1,000 per occurrence for the first day. This penalty shall be doubled from that of the previous day for each day of continued violation. Calumet County shall also be entitled to other relief including a temporary or permanent injunction, costs and reasonable attorney fees.
4. Excessive or continued violations of this ordinance may result in the revocation of the WES permit and required removal of the WES and/or WESF.

XIII. MISCELLANEOUS PROVISIONS

A. Parcels with Existing Buildings and/or Sanitary Permits.

Any parcel of land having a valid building or sanitary permit on file on the date of the issue of the licensing agreement, shall be treated the same as any existing residence, business property or sensitive receptor under this licensing agreement and all provisions of the licensing agreement shall be enforced.

XIV. SEVERABILITY

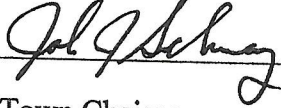
If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect the remainder of this ordinance.

XV. EFFECTIVE DATE

This ordinance shall take effect upon passage and posting or publication as provided by law.

Adopted 14th of Jan, 2008.

Town of Chilton, Calumet County, Wisconsin.

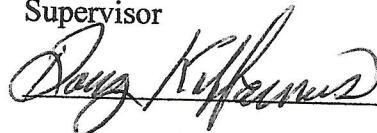


Town Chairperson



Supervisor

Supervisor



Clerk

APPENDIX C

Town of Chilton Wind Energy System Ordinance Appendix C

Complaint and Resolution Procedure

Everyone involved with any phase of the WESF is responsible for ensuring an expeditious and equitable resolution of all complaints. It is therefore necessary to establish a uniform method for documenting and handling complaints related to the WESF project. As a part of the application, the applicant shall submit to the Town Chairperson or his/her designee the procedures to be used to receive and respond to complaints regarding wind energy systems (WES) and related facilities.

Definitions:

Complaint: A written, signed, and dated statement presented by a person expressing dissatisfaction, resentment, or discontent as a direct result of the WESF and related facilities. Complaints do not include requests, inquiries, questions, or general comments.

Substantial complaint: A complaint, if substantiated, could result in permit modification, suspension, or cessation of WESF operation pursuant to the applicable provisions of this Ordinance. Substantial complaints shall include health and/or safety concerns, or identification of violation(s) of the WESF conditional use permit.

Person or Complainant: An individual, partnership, joint venture, private or public corporation, association, firm, public service company, cooperative, political subdivision, municipal corporation, government agency, public utility district, or any other entity, public or private, however organized.

Requirements:

The applicant/owner/operator shall report to the Town Chairperson or his/her designee all complaints received concerning any part of the WESF construction or operation in accordance with the following:

1. Complaints received by the applicant/owner/operator concerning the WESF conditional use permit for site preparation, construction, operation, cleanup and restoration, and status of the resolution of such complaints shall be reported in a uniform and timely manner (within 5 business days). All substantial complaints shall be reported the same day received or on the following working day for complaints received after working hours. Such reports are to be directed to the Town Clerk at (920) 849-4720.
2. The reporting shall encompass a description of the complaint(s) and the frequency of similar complaints.

3. The applicant/owner/operator shall document all complaints by maintaining a record of all applicable information concerning the complaint, including the following:
 - a. Name of the applicant and WESF project.
 - b. Name of complainant, address, and phone number.
 - c. Precise property description or tract numbers (where applicable).
 - d. Nature of complaint.
 - e. Weather conditions related to the complaint (if applicable).
 - f. Response given.
 - g. Name of person receiving complaint and date of receipt.
 - h. Name of person reporting complaint to the Planning and Development Department, and phone number.
 - i. Complaint resolution and date.
4. The applicant/owner/operator shall assign an individual to summarize complaints for transmittal to the Town Chairperson or his/her designee.
5. All substantial complaints shall be investigated on site and the complainant and Town Chairperson or his/her designee shall be invited to attend any such investigations.
6. The procedures shall be used for all complaints received by the applicant/owner/operator.

Complaints Received by the Town Chairperson or his/her designee or the Town Clerk

Copies of complaints received directly from aggrieved persons regarding site preparation, construction, operation, maintenance, cleanup and restoration, shall be promptly sent to the Applicant.

Complaint Resolution Certification

The Town Chairperson or his/her designee shall certify in writing to all parties involved the complaint resolution. In the absence of a mutually acceptable resolution, it shall be the authority of the Town Chairperson or his/her designee to resolve the complaint or take action as authorized per Section XII.D of this ordinance.