

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

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this 19 day of May, 2023, by and between:

The Board of Commissioners of Converse County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "Converse County") whose address is 107 N 5th Street, Ste.114, Douglas, Wyoming 82633;

The Board of Commissioners of Natrona County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as "Natrona County") whose address is 200 N. Center, Suite 115, Casper, Wyoming 82601;

The City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "Douglas" whose address is 101 N. Fourth Street, P.O. Box 1030, Douglas, Wyoming 82633;

The City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "Casper") whose address is 200 N. David St., Casper, Wyoming 82601;

The Town of Evansville, a Wyoming municipal corporation, (hereinafter referred to as "Evansville") whose address is PO Box 158, Evansville, Wyoming 82636;

The Town of Bar Nunn, a Wyoming municipal corporation, (hereinafter referred to as "Bar Nunn") whose address is 4820 North Wardwell Industrial Avenue, Bar Nunn, Wyoming 82601;

The Town of Glenrock, a Wyoming municipal corporation, (hereinafter referred to as "Glenrock") whose address is 219 S 3rd Street, Glenrock, Wyoming 82637;

The City of Mills, a Wyoming municipal corporation, (hereinafter referred to as "Mills") whose address is PO Box 789, Mills, Wyoming 82644, and

The Town of Rolling Hills, a Wyoming municipal corporation, (hereinafter referred to as "Rolling Hills" 38 South Badger Road, Rolling Hills, Wyoming 82637, and hereinafter collectively referred to as "Party" or "Parties."

WHEREAS, in March of 2023, the Cedar Springs Wind IV, LLC, submitted an Application to the Wyoming Department of Environment Quality, Industrial Siting a Section 109

(as a contested case) Permit Application pursuant to W.S. § 35-12-109 for the Cedar Springs IV Wind Energy Project in Converse County, Wyoming (hereinafter referred to as "Project").

WHEREAS, Cedar Springs Wind IV, LLC (Applicant) filed an Application for a Permit to construct and operate the Project located in Converse County, Wyoming, approximately 13 miles northeast of Glenrock, Wyoming. The Applicant proposes to construct a facility adjacent to the operating Cedar Springs I/II and Cedar Springs III Wind Energy Facilities contingent upon obtaining approval from the Industrial Siting Council (ISC) and securing other required permits. An assumed 17-month construction period is planned to begin in August of 2023. The Project is planned to be 393 megawatts, consisting of 73 wind turbines, one substation, one operations and maintenance building and a 10-mile interconnect transmission line to the adjacent Cedar Springs III Facility. No part of the application requirements have been waived by the Director.

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

WHEREAS, application for the Project recommended that the local governments considered primarily affected by the proposed Project include Converse County, Natrona County and the communities of Douglas, Glenrock, Rolling Hills, Casper, Evansville, Bar Nunn and Mills.

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

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

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

1. **Duration of MOU.** This MOU shall be in full force and effect for the period commencing this 19 day of May, 2023, and shall remain in effect until the Project is terminated.

2. **Purpose.** The purpose of this MOU is to provide the Industrial Siting Council pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-16-111 (d) and (e) an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

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

3.01. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit A, which is attached hereto and incorporated herein. The Parties' funding requests contemplate that the Project is likely to occur during the same period and in a similar location to other Industrial Projects and the Parties' impact assistance funding requests for the Project were modified accordingly, and do not include duplicate impact funds.

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

4. **General Provisions.**

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

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

4.3. **Entirety of MOU.** This MOU, consisting of thirteen (13) pages and one (1) additional page incorporated herein as Attachment A, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

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

4.5. **Governmental Immunity.** The Parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-101 et seq. and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

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

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

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

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

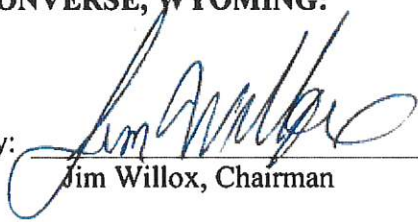
4.10. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

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

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IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.


**BOARD OF COMMISSIONERS OF THE COUNTY OF
CONVERSE, WYOMING:**

By: 
Jim Willox, Chairman




Date: 5-18-23

ATTEST:

By: 
Karen Rimmer, County Clerk

APPROVED AS TO FORM:


Attorney

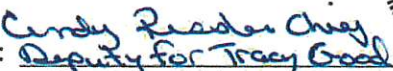
IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed on its behalf by its Chairman, and duly attested by its County Clerk.

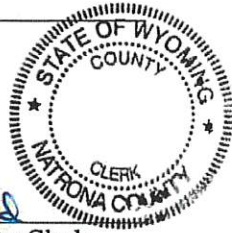
BOARD OF COMMISSIONERS OF THE COUNTY OF NATRONA, WYOMING:

By: 
Steven K. Freel, Chairman

Date: 5/16/2023

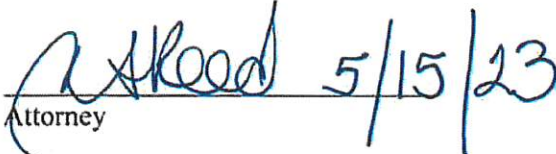
ATTEST:

By: 
Tracy Good, Natrona County Clerk



My term of office expires
January 4, 2027

APPROVED AS TO FORM:

 5/15/23
Attorney

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

THE CITY OF DOUGLAS, WYOMING:

By: Kim Pexton
Kim Pexton, Mayor

Date: 18, May 2023



ATTEST:

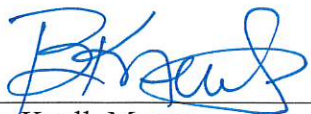
By: Chaz Kokesh
Douglas City Clerk

APPROVED AS TO FORM:

ant. h. [signature]
Attorney

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

THE CITY OF CASPER, WYOMING:

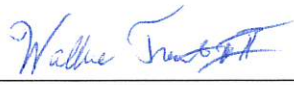
By: 
Bruce Knell, Mayor

Date: 5/16/23

ATTEST:

By: 
Fleur D. Tremel, Casper City Clerk

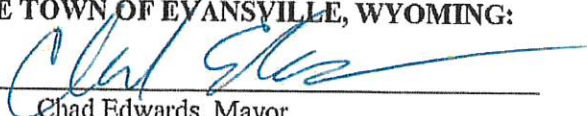
APPROVED AS TO FORM:


Attorney

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

THE TOWN OF EVANSVILLE, WYOMING:

By: _____


Chad Edwards, Mayor

Date: _____

May 19, 2025

ATTEST:

By: _____

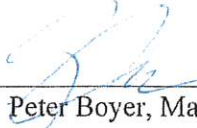

Janelle Underwood, Evansville Town Clerk

APPROVED AS TO FORM:

Attorney


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

THE TOWN OF BAR NUNN, WYOMING:

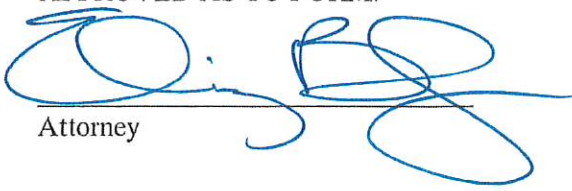
By:  Mayor Pro Tem
Peter Boyer, Mayor

Date: 5/14/23

ATTEST:

By: 
Bar Nunn Town Clerk

APPROVED AS TO FORM:


Attorney

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

THE CITY OF MILLS, WYOMING:

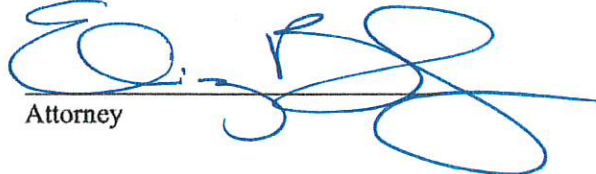
By: 
Leah Juarez, Mayor

Date: 5-19-2023

ATTEST:

By: 
Christine Trumbull, Mills City Clerk

APPROVED AS TO FORM:


Attorney

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

THE TOWN OF ROLLING HILLS, WYOMING:

By: 
Jon O. Maines, Mayor

Date: 5-16-23

ATTEST:

By: 
Town Clerk

APPROVED AS TO FORM:

 5/16/2023
Attorney

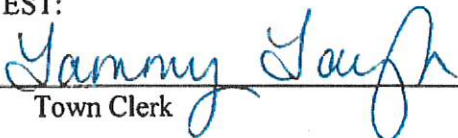
IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed On its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF GLENROCK, WYOMING:

By: 
Mayor

Date: 5-19-2023

ATTEST:

By: 
Town Clerk

APPROVED AS TO FORM:


Attorney

Cedar Springs IV Energy Project Exhibit A.

Exhibit A to the Memorandum of Understanding between the Board of Commissioners of the Converse County Commissioners, The Board of Commissioners of Natrona County, Wyoming, the City of Douglas, Wyoming, the City of Casper, Wyoming, the Town of Evansville, Wyoming, the Town of Bar Nunn, Wyoming, the Town of Glenrock, Wyoming, the City of Mills, Wyoming and the Town of Rolling Hills, Wyoming for impact Assistance Funds

Estimated Impact Funds Available: Approximately \$9,060,000.00

Amount Requested in MOU: \$4,692,858.05

| Entity | MOU Amount % of Total | Timing | Need |
|-----------------|-----------------------|--------------------------------------|--|
| Converse County | \$ 1,562,788.55 | Divided over length of construction | This amount reflects impact assistance and personnel assistance. |
| Natrona County | \$274,812.00 | Divided over length of construction | This amount reflects impact assistance and personnel assistance. |
| Douglas | \$500,000.00 | Divided over length of construction | This amount reflects impact assistance and personnel assistance. |
| Casper | \$250,000.00 | Divided over length of construction | This amount reflects impact assistance and personnel assistance. |
| Evansville | \$250,000.00 | Divided over length of construction | This amount reflects impact assistance and personnel assistance. |
| Bar Nunn | \$0.00 | Divided over length of construction | No request at this time. |
| Mills | \$250,000.00 | Divided over length of construction. | This amount reflects impact assistance and personnel assistance. |
| Glenrock | \$1,200,000.00 | Divided over length of construction. | This amount reflects impact assistance and personnel assistance. |
| Rolling Hills | \$405,257.50 | Divided over length of construction. | This amount reflects impact assistance and personnel assistance. |
| Total | \$4,692,858.05 | | |

Certificate of Service

I hereby certify that the foregoing Memorandum of Understanding Between the Board of Commissioners of Converse County, Wyoming, the Board of Commissioners of Natrona County, Wyoming, the City of Douglas, Wyoming, the City of Casper, Wyoming, the Town of Evansville, Wyoming, the Town of Bar Nunn, Wyoming, The Town of Glenrock, Wyoming, the City of Mills, Wyoming, and the Town of Rolling Hills, Wyoming for Impact Assistance Funds, was served by mailing a true and correct copy, postage prepaid, on the 19 day of May, 2023, addressed to the following:

Original sent to:

Wyo. Department of Environmental Quality
Industrial Siting Division
Department of Environmental Quality
200 West 17th Street, 4th Floor
Cheyenne, Wyoming, 82002

Marianne Shanor
Attorney for Applicant
Hathaway & Kunz, LLP
P.O. Box 1208
Cheyenne, Wyoming 82003
mshanor@hkwyolaw.com

Copy via e-mail:

Alan Edwards
Deputy Director and Industrial Siting
Administrator
alan.edwards@wyo.gov

Mitchell Daily
For the Applicant
NextEra Energy Resources
700 Universe Blvd.
Juno Beach, FL 33408

Christopher Toalson
Economist, Industrial Siting Division
christopher.toalson@wyo.gov

David Dewald
Attorney for the Industrial Siting Division
Assistant Attorney General
109 State Capital
Cheyenne, Wyoming 82002
david.dewald@wyo.gov

Deborah Baumer, Esq. – Presiding Officer
P.O. Box 687 PMB 146
Pinedale, Wyoming 82941
debbaumerlaw@gmail.com

Jenny Staeben
Attorney for the Industrial Siting Division
Senior Assistant Attorney General
109 State Capital
Cheyenne, Wyoming 82002
Jenny.staben1@wyo.gov

Scott C. Murray
Attorney for the Town of Evansville
P.O. Box 10700
Casper, Wyoming 82602
smurray@wpsdn.net

Karl Anderson
Attorney for the Industrial Siting Council
Assistant Attorney General
2320 Capital Avenue
Cheyenne, Wyoming 82002
Karl.anderson@wyo.gov

Amy Iberlin
Attorney for the Town of Glenrock
P.O. Box 10700
Casper, Wyoming 82602
aiberlin@wpsdn.net

James R. Halvatzis
Vice President of Land
Impact Exploration & Production, LLC
8101 E. Prentice Ave. Ste 700
Greenwood Village, Colorado 80111

Patrick T. Holscher
Attorney for the City of Mills and Town of
Bar Nunn
Schwartz Bon Walker & Studer, LLC
141 S. Center Street, Ste. 500
Casper, Wyoming 82601
pat@schwartzbon.com

P. Craig Silva
Attorney for the Town of Rolling Hills
P.O. Box 10700
Casper, Wyoming 82602
csilva@wpcdn.net

Charmaine A. Reed
Attorney for Natrona County
County Attorney, Natrona County
200 North Center Street, Ste. 300
Casper, Wyoming 82601
creed@natronacounty-wy.gov