



## LARAMIE COUNTY PLANNING & DEVELOPMENT DEPARTMENT

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Planning • Building

### MEMORANDUM

**TO:** Laramie County Board of Commissioners

**FROM:** Bryce Hamilton, Associate Planner

**DATE:** August 6<sup>th</sup>, 2024

**TITLE:** PUBLIC HEARING regarding a Solar Energy Site Plan and Solar Energy Permit for the Cowboy Solar I & II Project, Situated in Sections 30, 29, 28, 27, 26, and 35 of Township 13 North, Range 65 West, as well as Sections 26 and 25, Township 13 North, Range 66 West, and Section 2 of Township 12 North, Range 65 West of the 6<sup>th</sup> P.M., Laramie County, WY.

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### EXECUTIVE SUMMARY

At the previous hearing of this for this project on April 2<sup>nd</sup>, the Board tabled this project until such time that:

1. Agency review is complete to the satisfaction of Planning and Development;
2. The Planning Commission has had ample time to review the project materials and make recommendations for this body.

These conditions were met as of Thursday, July 25<sup>th</sup>. At its hearing on that date, the Planning Commission voted 4-0 to recommend approval of this project with the conditions outlined in this report.

Generally, three (3) projects are contained within this report: a Board Approval for the use of the land in question as a large-scale solar energy facility, a Solar Energy Site Plan, and a Solar Energy Permit. The project would be located generally in the vicinity of one mile north across the stretch of Chalk Bluff Road immediately east of South Greeley Highway, also known as County Road 203.

Staff would like to generally note that Condition 1 proposed in this report concerning the road agreement still is being actively negotiated between staff and the applicant as of the date of this report. As such, it will be up to the Board to decide whether to approve the project with that condition as proposed, or if it wishes to see a final draft agreement finalized prior to the project

being formally approved, it may wish to consider postponing the hearing until such time as that has occurred and staff has one available. For now, staff's original proposed Memorandum and the applicant's proposed changes are provided for the Board's review as attachments to this report.

## **BACKGROUND**

The subject site plan sits on is three (3) total lots of approximately 9684.39 acres, though it will utilize a total of about 5480 leased acres for the project, and the PV system will encompass about 3845 acres in total on the leased area. Roughly half of the area on which the project is located is within the A-2 – Agricultural Zone District, which allows for large-scale wind and solar projects if approved by the Board as a similar-type use to a small-scale wind energy system. The other half is within the LU – Land Use Zone District, which also requires Board approval for large-scale wind and solar operations. The permitting process for Solar Energy Site Plans and Solar Energy Permits requires Planning Commission to review projects of the scale proposed and make recommendations to the Board.

### **Pertinent Laramie County Land Use Regulations include:**

Section 2-1-133 governing site plans;  
Section 2-2-125 governing large-scale wind and solar energy system site plans and permitting;  
Section 3-1-106 thru 3-1-110 governing requirements for drainage reports;  
Section 4-2-102 governing the A-2 – Agricultural Zone District; and  
Section 4-2-114 governing the LU – Land Use Zone District.

## **DISCUSSION**

The applicant is Enbridge Inc., a Canadian multinational energy and pipeline company headquartered in Calgary, Alberta. In line with growth and diversification objectives for the company, the applicant seeks to construct a 3485-acre solar energy system situated on 5480 acres of leased land north of Chalk Bluff Road, generally in the vicinity of Sections 30, 29, 28, 27, 26, and 35 of Township 13 North, Range 65 West, as well as Sections 26 and 25, Township 13 North, Range 66 West, and Section 2 of Township 12 North, Range 65 West of the 6th P.M., Laramie County, WY.

The subject property is currently agricultural land and is bordered primarily by other agricultural land. It is generally located approximately one (1) mile north of Chalk Bluff Road before Chalk Bluff Road turns north at the border of Section 35, T13NR65W, after which it is located both to the south, north, and northwest of Chalk Bluff Road. The land is currently owned by three (3) different owners: the Fogg Family Trust, the Dunning Family Trust, and Atchison Ranch LLC. Topographically, the southern portion of most of the sections of the project area contains a long and rolling bluff, with the result being that the majority of the project will not likely be visible looking north from Chalk Bluff Road until the road turns in a northerly direction around Section 35.

Giving a sense as to the scale of the project and close its vicinity to the City of Cheyenne, the entirety of the leased property crosses three (3) different districts under the Laramie County Comprehensive Plan: Rural Metro (RM), Rural Ag Interface (RAI), and Ag and Range Land (AGR). Cowboy Solar II will sit entirely within the RM vicinity, while Cowboy Solar I crosses the three different districts.

The Laramie County Comprehensive Plan describes the RM area as such: “Rural Metro area is located generally outside the Urban Interface of Cheyenne, and includes the areas within the Metropolitan Planning Organization (MPO) boundaries. Additionally, this area includes similarly developing properties in close proximity to the MPO district. Properties within this area are likely to develop on private, or small, shared water and septic and/or sewer systems. Where possible, shared systems and denser residential uses should be encouraged. Average residential developments may be 2.5 – 5 acres depending on availability of services. PlanCheyenne identifies specific uses for areas within the MPO boundary. The areas outside this may be a mix of residential and neighborhood-oriented services, where buffering of dissimilar uses is essential.” Given this description, RM anticipates low-density residential uses for the areas immediately outside the vicinity of city limits, and the project proposed does not particularly comport with the anticipated use called for in the Plan.

The Plan describes the RAI as such: “Rural residential uses are primarily anticipated in these areas. Limited service commercial and retail uses are anticipated at major intersections. For example, a gas station, repair shops, lodging, and restaurants may be appropriate along a highway or interstate interchange when adequate buffering from adjacent residential uses is provided. Commercial uses should provide evidence they will not significantly impact surrounding residential uses. Density of uses shall be foremost based on availability and access to water.

Development should be located on existing Rights-of-Way where possible. New ROW’s may be required for development; however, private maintenance agreements will be evaluated at time of application. Proximity to community and emergency services should be evaluated when development applications are submitted. Due to lengthy response times, existing topography, and limited reliable water resources, cisterns are encouraged in any development in an RAI area, as well as utilizing fire-wise planning.

Any new development in this area shall address water availability, public lands access, cultural resource preservation, and roads and connectivity. Future development in the RAI area should take into consideration minimizing impacts to view sheds and wildlife, especially in the western portion of Laramie County.” Planning considers this described district as most in line with a long-term and large-scale solar project in comparison with the other future land uses outlined in the Plan. The applicant has taken all of the major development considerations outlined in the last paragraph into account in its application process, including mitigating impacts to wildlife and the installation of cisterns for the project.

The Plan describes the AGR as follows: “The Ag and Range Land are outlying areas of Laramie County. These areas are far removed from the providers of public services and have relatively

lower levels of road access. Primary uses are agriculture crop and livestock production, and associated residential uses. Freestanding residential uses, not associated with agricultural purposes, should be discouraged. Some areas with existing development may be appropriate for expansion, identified as rural centers. For example, the Harriman Road area in Southwestern Laramie County may be appropriate for additional residential uses and/or neighborhood services, keeping in mind that access to water may be difficult and expensive.

Any new development in this area shall address water availability, public lands access, cultural resource preservation, and roads and connectivity. Ensuring minimal impacts to view sheds and wildlife are especially critical in the western portion of Laramie County.” Planning considers the AGR as less appropriate for a large-scale solar facility given that the Plan generally calls for range land to remain in production for agricultural purposes, but it also is likely more appropriate than taking large amounts of the RM area out of potential development for residential purposes as the project proposes.

On the whole, the County Comprehensive Plan would take a mixed view of the proposed project; on the one hand, it takes land out of potential residential use on the periphery of the City of Cheyenne which could someday support an extension of City services if developed in a dense enough manner. However, it also makes use of range land nearer to the periphery of the City that, as the City expands, may no longer be appropriate for such use. Planning recommends viewing the use in a transitional manner: the City will likely expand throughout the proposed 25-year life of the project, during which time development around the vicinity of the project area will likely become more residential in nature, increasing the potential that the project area upon its conclusion is also used for residential purposes.

A drainage report, traffic study, and glint and glare study were all submitted alongside the initial application for the project, and a biological assessment/wildlife impact report, weed and pest control plan, and hydrology report were all furnished by the applicant upon the request of Planning. In agency reviews of these reports, the following major issues arose during and have been actively worked subsequent to the review period:

1. Under its iteration as submitted, both Cowboy Solar I and Cowboy Solar II would be served for primary access by Chalk Bluff road along the corner of Section 35, T13NR65W. Laramie County Fire District #1 requested that the applicant create a second emergency point of ingress/egress for the project given that the primary access is roughly five and a half (5.5) miles away from the westernmost portion of the project, which could significantly impact potential response times for emergency services.
  - a. In response, the applicant has sought a secondary access along the western edge of the project boundaries near the ½ north-south section line of Section 26, T13NR66W. The landowner is the State of Wyoming. Planning requested and received documentation that the applicant has applied for the requisite easement and the item is on the consent agenda for the State Lands and Investments Board. Once the finalized version of the site plan is received, it is expected that it will include this secondary access.

2. Cisterns located for overall fire protection for the project were also requested by LCFD#1 and have yet to be outlined on the site plans.
  - a. The applicant has committed on record at the Planning Commission meeting on 7/25 to add these locations to the site plan once finalized.
3. At the direction of the Commissioners, a plan needs to be formulated for the full reconstruction of Chalk Bluff Road which takes into account the impacts the project will have on that road and on the community surrounding the project.
  - a. Negotiations between staff and the applicant are still ongoing with respect to this item. A draft Memorandum of Understanding from staff was provided to the applicant, which has been returned with the applicant's proposed changes. No agreement as to the changes proposed has been made as of the date of this report as they were just received that morning.
4. Planning noticed that no study had been completed by the applicant on the potential impacts to air travel with respect to glare and/or glint from the air.
  - a. The Cheyenne Airport, upon discussion with Planning, did not request a specific study be completed by the applicant.
5. WY Game & Fish outlined a number of recommendations in their report to the Industrial Siting Council that Planning had originally sought to adopt as conditions of approval. It was unclear if those recommendations had already been taken into account in the mitigation plans outlined by the applicant.
  - a. In an update to this item, the applicant and WY Game & Fish provided updated plans in regard to this item that addressed all of Planning's concerns.
6. A final drainage analysis under the LCLUR will need conducting for a project of this scale, which has not been submitted to Planning as of the date of the report.
7. The LCLUR also requires the applicant for a solar energy system permit to produce evidence of a liability policy with an effective date of 24 months before groundbreaking may occur, which would cover onsite liabilities. The applicant has not yet provided a policy.

Despite these outstanding issues, the applicant was generally proactive in obtaining commentary from many of the Department's agency reviewers long in advance of their actual application submission. The applicant also completed certified mailings to adjacent landowners on its own initiative prior to the submission of the application package and took it upon itself to have its own community meet-and-greet prior to even submitting the materials. However, there are still a significant amount of outstanding issues at hand. Thus, if the Board decides to approve the project at today's hearing, a number of proposed conditions are included in relation to these outstanding issues.

Public notice has been completed as required by the LCLUR. Staff has received numerous phone inquiries about the project which have been variously supportive and negative. The project has also received some media coverage. Mr. Ed Prosser is an adjacent landowner who has been heavily involved in project discussions and has preferred to provide his commentary orally. Two (2) total written public comments were received for submission into the record, one of which is a supportive letter from Cheyenne LEADS, and the other of which is from County resident Marc Torriani. Both are attached to this report.

At its hearing on July 25<sup>th</sup>, the Planning Commission voted 4-0 to recommend the following conditions of approval:

1. Applicant and Laramie County shall execute a Memorandum of Understanding regarding reconstruction of Chalk Bluff Road which shall precede groundbreaking on the project;
2. Applicant shall revise the site plan to include locations of onsite cisterns or fire apparatus facilities as LCFD#1 deems appropriate;
3. Applicant shall revise the site plan to include a secondary legal emergency access;
4. A final drainage analysis is provided to the Planning department; and
5. Evidence of a liability policy with an effective date 24 months prior to the date of “turn-on” of the project is provided to the Planning department.

Given events subsequent to their meeting, Planning has modified the language of proposed recommended Condition 1 to be an agreement rather than a Memorandum of Understanding. Apart from that, staff recommends to the Board the same recommended conditions that it did to the Planning Commission.

### **RECOMMENDATION and FINDINGS**

**Based on evidence provided, staff recommends the Board find that:**

- a. This application meets the criteria, including the findings necessary under subsection (a), for Board Approval pursuant to Section 1-2-100 of the Laramie County Land Use Regulations under certain recommended conditions;
- b. All applications are in conformance with the requirements of the A-2 – Agricultural and LU – Land Use Zone Districts pursuant to Sections 4-2-102 and 4-2-114 of the Laramie County Land Use Regulations;
- c. The Solar Energy Site Plan application meets the criteria for a Site Plan pursuant to Section 2-2-133 of the Laramie County Land Use Regulations; and
- d. The Solar Energy Site Plan and Solar Energy Permit application meets the criteria for Solar Energy Site Plans and Solar Energy Permits pursuant to Section 2-2-125 of the Laramie County Land Use Regulations.

**And that the Board may approve with conditions the Board Approval, Solar Energy Site Plan, and Solar Energy Permit applications for the Cowboy Solar I & II Project, with staff recommending the following conditions prior to issuance of a Certificate of Review:**

1. Applicant and Laramie County shall execute an agreement regarding reconstruction of Chalk Bluff Road, the execution of which shall precede any groundbreaking on the project;
2. Applicant shall revise the site plan to include locations of onsite cisterns or fire apparatus facilities as LCFD#1 deems appropriate;
3. Applicant shall revise the site plan to include a secondary legal emergency access;
4. A final drainage analysis shall be provided to the Planning department; and

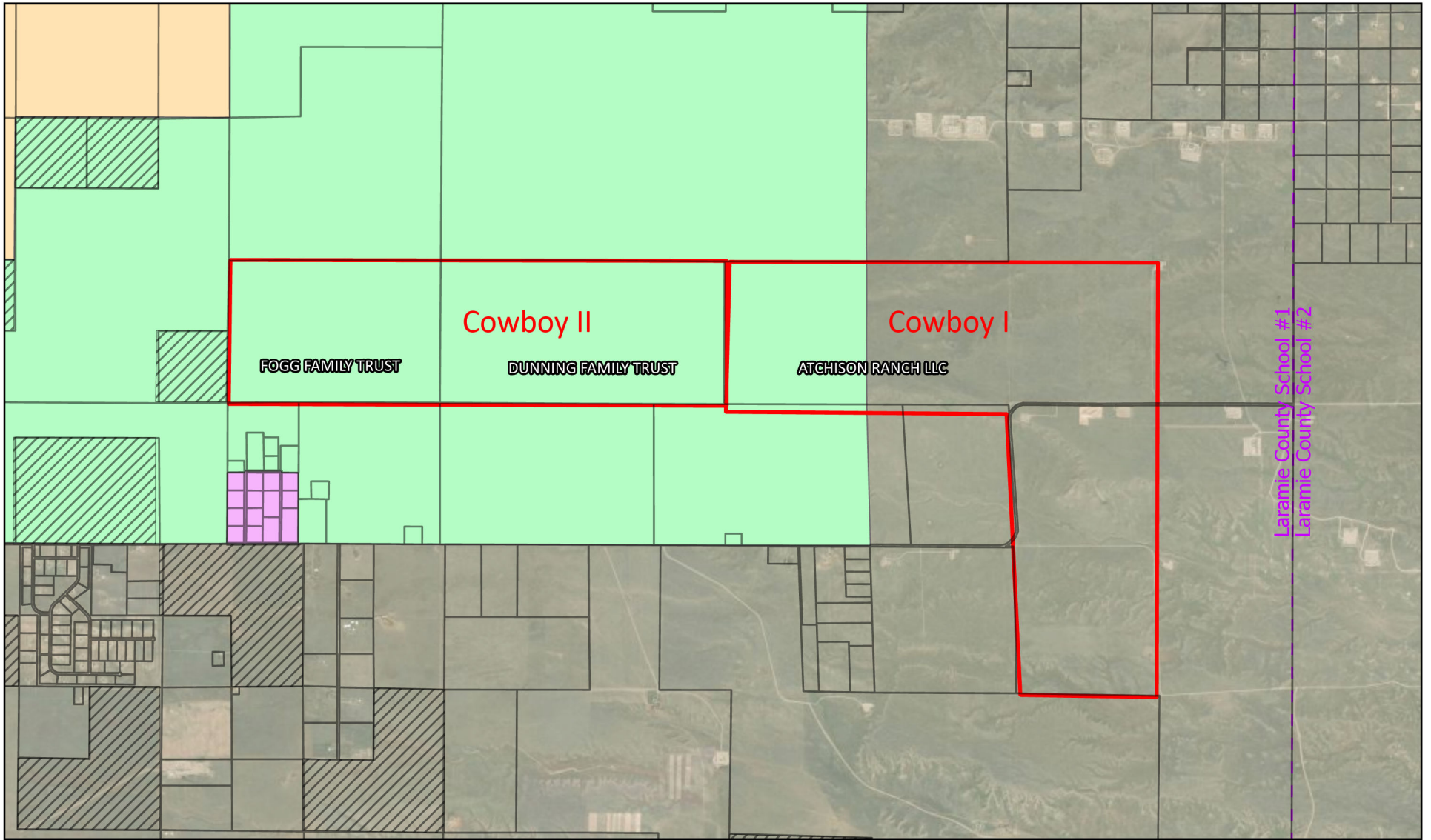
5. Evidence of a liability policy with an effective date 24 months prior to the date of “turn-on” of the project shall be provided to the Planning department.

### **PROPOSED MOTION**

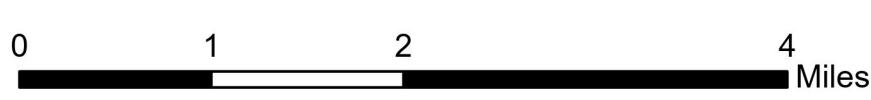
**I move to adopt the findings of facts a, b, c and d of the staff report and to adopt the five (5) conditions of approval outlined in the staff report. The Planning Department is directed not to issue a Certificate of Review until the five (5) conditions are met.**

### **ATTACHMENTS**

- Attachment 1: Location Map**
- Attachment 2: Project Narrative**
- Attachment 3: Agency Review Comments and Responses**
- Attachment 4: Public Comments**
- Attachment 5: Cowboy Solar I Site Plan**
- Attachment 6: Cowboy Solar II Site Plan**
- Attachment 7: Applicant’s Evidence of Application for Easement with Wyoming State Lands**
- Attachment 8: County Draft Memorandum of Understanding regarding Chalk Bluff Road**
- Attachment 9: Applicant’s Proposed Changes to Draft Memorandum of Understanding as of 7/31/24**
- Attachment 10: Proposed Resolution**



**Cowboy Solar Project**  
Laramie County, Wyoming



**Legend**

- |                          |                                    |
|--------------------------|------------------------------------|
| Project Area             | AGRICULTURAL                       |
| School District Boundary | AGRICULTURAL AND RURAL RESIDENTIAL |
| Private Land             | PLANNED UNIT DEVELOPMENT           |
| State Land               |                                    |



December 1, 2023

**RE:** Notice of Proposed Cowboy Solar Project, ISD Application

Dear Interested Party,

We are writing to notify you that Enbridge, Inc. is planning to submit an Industrial Siting Permit application to the Wyoming Department of Environmental Quality (WDEQ), for the proposed construction and operation of the Cowboy Solar Project in Laramie County, Wyoming no sooner than 30 days following the posting of this letter. The application will be prepared in accordance with the Wyoming Status (W.S.) §35-12-109 of the Industrial Development Information and Siting Act (ISA).

The Cowboy Solar Project would be located entirely on leased private lands in unincorporated Laramie County, approximately 4 miles southeast of the City of Cheyenne. The Project would consist of two phases: Cowboy Solar I and Cowboy Solar II. These phases are located adjacent to one another east of U.S. Highway 85 (US-85) and both north and south of Chalk Bluff Road (County Road 203). Cowboy I would be developed on 2,600 acres of leased private land and would include a 421 Megawatt alternating current (MWac) solar facility and a 136 MW battery energy storage project. Cowboy II would be developed on 1,680 acres of leased private land and would include a 371 MWac solar facility and a 133 MW battery energy storage project. The Project will generate enough electricity to power 73,000 homes annually. However, the goal of the Project is for the electricity to be used by large industrial corporate customers in Wyoming. An included project vicinity map shows the locations of both Cowboy I and Cowboy II.

Project components would include solar panels, respective battery energy storage system, access roads, and other associated facilities. Cowboy Solar I and Cowboy Solar II are proposed to have a total of 901,512 and 754,623 solar panels, respectively. The solar panels would be located adjacent to each other on trackers, which will rotate based on the relative location of the sun. Trackers would be arranged in inverter blocks, with a total of 106 inverters for Cowboy Solar I and 94 inverters for Cowboy Solar II. All project components would be contained within the fenced project boundaries. The project layout was developed to minimize noise, visual, and traffic impacts to the surrounding community.

Cowboy Solar I is anticipated to begin construction in 2025, with a commercial operation date of fall 2026. Cowboy Solar II is anticipated to begin construction in 2026 with a commercial operation date of fall 2027. Enbridge is committed to siting and developing the project in a manner that minimizes impact to the environment.

Development of the project will require approval from the WDEQ Industrial Siting Division and from Laramie County, via their land use permitting process. Laramie County will hold a Board of County Commissioners hearing during their review of the forthcoming land use permit application



for this project. You may be notified of the time and location of the public hearings associated with these processes, as they progress.

Cowboy Solar welcomes your input as part of the public involvement process.

You may provide comments via email to:

Christian Dick  
Project Development Director  
[power.operations@enbridge.com](mailto:power.operations@enbridge.com)

Or via mail to:

Attn: Christian Dick  
Enbridge, Inc.  
15725 Dallas Parkway, Suite 550  
Addison, TX 75001

A handwritten signature in black ink that reads 'Christian F. Dick'.

Christian Dick  
Director, Project Development  
Enbridge

Learn more at [www.enbridge.com/cowboysolar](http://www.enbridge.com/cowboysolar)

# Cowboy Solar Project



## About Enbridge

At Enbridge, our goal is to be the first-choice energy delivery company in North America and beyond – for customers, communities, investors, regulators and policymakers, and employees. We move roughly 30% of the crude oil produced in North America and 20% of the natural gas consumed in the United States. Our gas distribution and storage business also serves 3.9 million retail customers in Ontario and Quebec.

We have committed to reducing our emissions intensity 35% by 2030, being net-zero by 2050, and investing in renewables to help support the energy transition.

With our partners in the U.S., Canada, France, Germany, and England, we

have built a portfolio of over 5.2 GW of wind, offshore wind, and solar projects.

Enbridge is an experienced energy asset operator with an excellent record in safety, reliability, and as a community partner. Our 24/7 Remote Operations Center monitors our assets to ensure they are performing efficiently and safely.

We are a full life-cycle community partner, from project development, through operation, to an asset's end of life, including equipment removal and land reclamation. Last year, we became one of the first in Canada to fully remove a renewable energy project and reclaim the land.

## Financial Impact in Wyoming

More than **24.4 million** paid in property tax



**\$120,000** paid in sales and use taxes,  
**\$47,000** paid in payroll taxes



Paid **\$3.3 million** in wages to 35 Wyoming-based employees



Invested **\$40 million** in capital expenditures and **\$36,500** in community grants in 2022



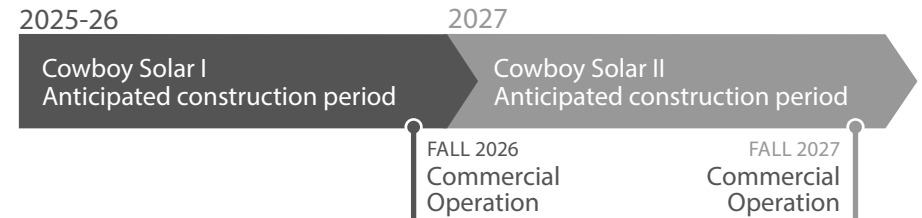
## About the project

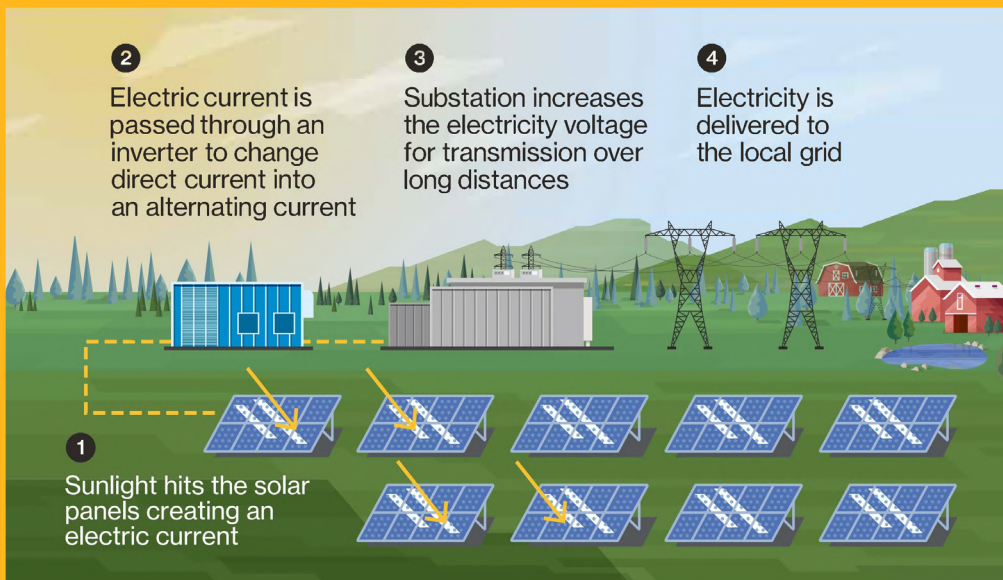
Cowboy I is proposed as a 421 MWac, 136 MW battery storage project. Cowboy I would be located within 2,600 acres of the 3,359-acre parcel area.

Cowboy II is proposed as a 371 MWac, 133 MW battery storage project. Cowboy II would be located within 1,680 acres of the 2,270-acre parcel area.

Enbridge is committed to siting the project in a manner that minimizes impacts to the environment.

## Construction Timeline





## About Cowboy Solar

The goal of this project is for the electricity to be used by large industrial corporate customers within Wyoming.

### Cowboy Solar I

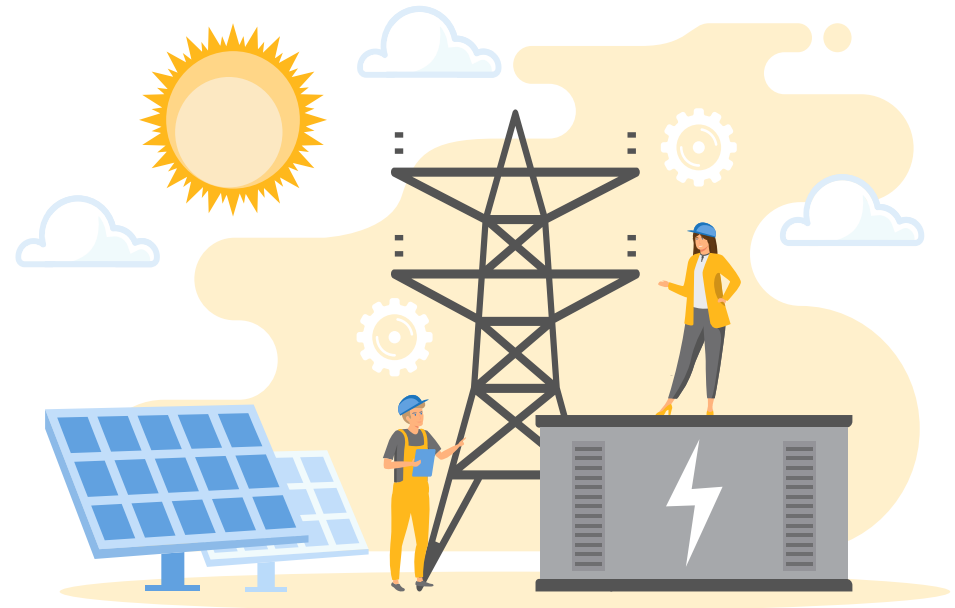
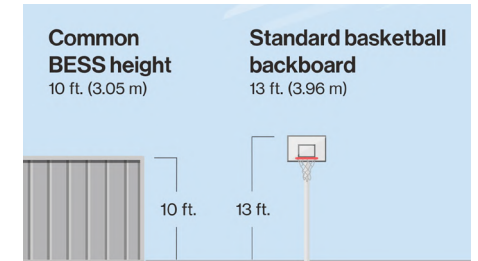
- This phase is located east of U.S. Highway 85 (US-85) and both north and south of Chalk Bluff Road (County Road 203)
- Point of Interconnect: Sweetgrass Substation 230kV Buss

### Cowboy Solar II

- This phase is located immediately west of Cowboy Solar I and is located north of Chalk Bluff Road.
- Point of Interconnect: Onsite, Line Tap of Ready Wyoming 230kV Transmission Line

## Battery Energy Storage System (BESS)

- BESS do not generate their own electricity, but store charge from other sources
- They support grid reliability by providing stored power when demand is high
- BESS do not create water or air pollution
- There are over 9.3 GW of BESS projects operating in the US



Scan here to learn more about the Cowboy Solar Project.



[www.enbridge.com/cowboysolar](http://www.enbridge.com/cowboysolar)

### Contact

Christian F. Dick  
 Director of Project Development  
[power.operations@enbridge.com](mailto:power.operations@enbridge.com)



## Bryce Hamilton

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**From:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Sent:** Thursday, March 21, 2024 12:10 PM  
**To:** Bryce Hamilton  
**Subject:** Re: Project

Good afternoon,  
Looking over the document and knowing where they might be pointed, I could see a potential for interference with aircraft. Aircraft are at an altitude of 1,000-2,200 feet off the ground in that area. It could become a blinding factor. I am not sure if they have studies or would need to perform some air study showing it would not be.

Kyle Malacina, A.C.E.  
Director of Properties and Compliance  
Cheyenne Regional Airport  
Cell: 307-421-5332

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**From:** Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Sent:** Thursday, March 21, 2024 10:50 AM  
**To:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Subject:** RE: Project

Good morning Kyle, just following up on the status of this. Their ISD hearing is on Monday, and we're meeting with them tomorrow to go over the County's concerns from agency reviews.

*Bryce Hamilton*  
Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

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**From:** Bryce Hamilton  
**Sent:** Monday, March 11, 2024 10:24 AM  
**To:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Subject:** RE: Project

Hi Kyle:

## 2.6 Major Project Components

The major project components are listed below.

### *Photovoltaic Panels (600 - 625W Runergy PV Modules)*

PV Solar Panels will be installed on top of the racking system that is supported by I-beam foundations.

The modules will rotate with the racking system as they track the sun from east to west throughout the day – allowing them to capture energy from the sun most efficiently.

### *Racking Wiring*

The PV Solar panels are wired in series. This allows for the voltage of the panels to add together, but the amperage remains the same. Panels wired in series allows the voltage of the array to increase.

### *Solar PV Panel Tracker System (NX Horizon-XTR)*

The trackers used for the Project will be manufactured by Nextracker, a provider of intelligent, integrated solar tracker and software solutions used in utility-scale and ground-mounted distributed generation solar projects around the world (Nextracker 2023). The NX Horizon-XTR is a terrain-following tracker which conforms to natural terrain, to reduce cut and fill earthwork and pier lengths.

This is on page 13 of the document. I believe this means that they may be relatively straight upwards when the sun is directly overhead.

*Bryce Hamilton*

Associate Planner

**Laramie County Planning & Development**

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

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**From:** Kyle Malacina <[kmalacina@cheyenneairport.com](mailto:kmalacina@cheyenneairport.com)>

**Sent:** Monday, March 11, 2024 9:49 AM

**To:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>

**Subject:** Project

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Good morning,

I am reviewing the documents currently. Some are very slow to load. One item you might be able to answer for me quickly. Do you know which way the solar panels will be pointed (E, SE, S)?

Thanks!

Kyle Malacina, A.C.E.

Director of Properties and Compliance

Cheyenne Regional Airport  
Cell: 307-421-5332

**Cowboy Solar Project**  
**Wyoming Industrial Siting Council Docket DEQ/ISC 23-03**  
**State Agency Comment Form**

**Response required to Industrial Siting before *February 10, 2024***

Instructions:

- a. Your agency is required by W. S. 35-12-110(c) to provide this information.
- b. Please print or type.
- c. A letter providing all required information may substitute for this form.
- d. Use additional pages as necessary.
- e. Consider only the aspects of the project which are in your *agency's* area of expertise.

Name of Agency: ***Wyoming State Engineer's Office***

This form was prepared by (name and title):

*Lisa Lindemann, Administrator*  
*Ground Water Division*  
*(307) 777-5063*  
[lisa.lindemann@wyo.gov](mailto:lisa.lindemann@wyo.gov)

*Michelle Hubbard, River Basin Coordinator*  
*Interstate Streams Division*  
*(307) 777-7641*  
[michelle.hubbard@wyo.gov](mailto:michelle.hubbard@wyo.gov)

*Jed Rockweiler, Administrator*  
*Surface Water Division*  
*(307) 777-6202*  
[Jed.rockweiler@wyo.gov](mailto:Jed.rockweiler@wyo.gov)

From the expertise of the agency, should the Industrial Siting Council *deny* a permit for the construction and operation of the project?

1. The agency has no reason to recommend denial of a permit. Check here   X
2. The agency recommends denial of the permit. Check here \_\_\_ and provide reasons:

From the area of expertise within the agency, the Industrial Siting Council should consider the following as permit conditions on the construction or operation of the project (list):

*Provided the necessary permits are obtained from the State Engineer's Office (SEO), the SEO does not have any suggested Industrial Siting Council (ISC) permit conditions on the construction or operation of the project, as proposed.*

Describe the regulatory jurisdiction which your agency has over aspects of the project.

1. If no regulatory authority, then check here \_\_\_ and do not complete the remaining statements.
2. Regulation is by the following statutes:

*The SEO's regulatory authority over water rights, administration, and control of the waters of the state are provided in W.S. §41-1-101 through 41-4-517.*



### Water Supply and Yield Analysis Plan

*W.S. 35-12-108 requires the SEO to review any submitted water supply and water yield analysis for ISC projects proposing to use more than 800 acre-feet or more of water per year, and to render a preliminary and final opinion as to the quantity of water available for the proposed facility. The preliminary opinion will be made available for public comment, and the State Engineer will consider submitted comments in preparing a final opinion. The State Engineer's final opinion will be binding on the Industrial Siting Council (ISC).*

*Enbridge Inc. (the Applicant) is planning to develop the Cowboy Solar Project. Water is necessary during construction of the Project, primarily for dust abatement, but also for concrete work and grading efforts. Water usage will be coordinated with the landowners with each new year to identify the feasibility of sourcing water from existing wells. When needed, water will be hauled from offsite via agreements with licensed water providers. The Project will not require a water system for power production. The O&M team will deliver water using trucks to clean solar panels on a semi-annual basis.*

*Enbridge reportedly conducted a water yield analysis in accordance with W.S. 35-12-108(a) to determine water usage requirements for Project construction. A water usage estimation was performed for both Project phases, Cowboy Solar 1 (2,215 acres) and Cowboy Solar II (1,630 acres). A conservative estimate of 60 acre-feet of water was utilized for each 10-month construction period. It should be noted that water usage will vary from day-to-day, depending on the construction activities taking place. Since the total construction water usage does not exceed 800 acre-feet annually, Enbridge anticipates coordination with the State Engineer is not necessary to verify water quantity.*

### Groundwater and Surface Water Permits

*Any use of water at Enbridge's proposed facility will require approved groundwater and/or surface water permits from the State Engineer's Office prior to the beneficial use of water (W.S. §41-3-930, §41-4-501, and §41-3-301).*

*Any approved permit(s) may have additional conditions and limitations attached.*

*If new water wells are constructed for the project, or work is conducted on existing wells, Wyoming-licensed water well drilling contractors and water well pump installation contractors are required to perform that work.*

*All wells must be completed compliant with the State Engineer's Office Water Well Minimum Construction Standard.*

### Laramie County Groundwater Control Area

*As defined in Enbridge's ISD application, the proposed project is located in the Conservation Area of the Laramie County Groundwater Control Area. As such, groundwater use and development is subject to the Order of the State Engineer – Laramie County Control Area (2015) (see <https://seo.wyo.gov> > News and Press Releases > State Engineer Orders Corrective Control in the Laramie County Control Area > State Engineer LCCA Order Download*

### Temporary Water Use Agreements

*If water (groundwater or surface water) is “sourced locally”, an approved temporary water use agreement (TWUA) with an existing area appropriator that has a valid water right, a demonstrated history of use, and the ability to forego the permitted beneficial use of water in order to provide water on a temporary basis to the Cowboy Energy Project. Any TWUA must be approved by the State Engineer’s Office/Surface Water Division prior to the beneficial use of water (W.S. §41-3-110).*

### Long Term Dewatering

*If long-term dewatering is anticipated, an approved groundwater permit may be required by the State Engineer’s Office. If dewatering is a short-term activity (i.e., during the construction process only), a permit may not be required.*

### Board of Control Petitions

*Any changes in beneficial use of an adjudicated water right must be approved by the Board of Control (W.S. §41-3-104).*

### Interstate Streams Division

*If Enbridge anticipates using water for the construction and maintenance of this project from the North Platte River, or its tributaries, mitigation of that use may be required if certain criteria are met. To avoid creating new depletions to the system and therefore having to mitigate for that use the SEO – Interstate Streams Division recommends the following:*

- I. *Drill a non-hydrologically connected groundwater well (maps identifying areas where groundwater is non-hydrologically connected to the North Platte System are available at <https://seo.wyo.gov/interstate-streams/know-your-basins/platte-river-basin>).*
  - II. *Enter into a Temporary Water Use Agreement (TWUA) with an existing area appropriator that has a valid water right, a demonstrated history of use, and the ability to forego their permitted beneficial use of water in order to provide water on a temporary basis to the Project.*
3. *Attach a statement of your agency’s ability to regulate impacts of the project.*

**41-3-503. Superintendents; duties generally.** *Said division superintendent shall have general control over the water commissioners of the several districts within his division. He shall, under the general supervision of the state engineer, execute the laws relative to the distribution of water in accordance with the rights of priority of appropriation, and perform such other functions as may be assigned to him by the state engineer. It shall be the duty of said division superintendent to regulate and control the storage and use of water under all rights of appropriation which have been adjudicated by the board of control or by the courts, and to regulate and control the storage and use of water under all permits approved by the state engineer, whether the rights acquired thereunder have been adjudicated or not.*

**41-3-909. State engineer; powers generally.** (a) In the administration and enforcement of this act and in the effectuation of the policy of the state to conserve its underground water resources, the state engineer is authorized and empowered on advice and consent of the board of control: (i) To prescribe such rules and regulations as may be necessary or desirable to enable him to efficiently administer this act; (ii) To require such reports from well drillers as may be necessary or desirable; (iii) To require such annual reports from underground water users as may be necessary or desirable; (iv) To make such investigations as may be necessary or desirable, and to cooperate in such investigations with agencies of the United States, agencies of this state or any other state, political subdivision of this state, any public or private corporation, or any association or individual; (v) To make regulations concerning the spacing, distribution and location of wells in critical areas; (vi) To establish standards for the construction of wells, to work with the division advisory board, governmental subdivisions, and water user organizations to encourage the adoption of local standards of beneficial use and methods of conveyance and application of water designed to conserve and prevent waste of supplies; (vii) To require, whenever practical, all flowing wells to be so capped or equipped that the flow of water can be stopped when the wells are not in use, and to require both flowing and nonflowing wells to be so constructed and maintained as to prevent the waste of underground water either above or below the land surface; (viii) To require the abatement of any condition, or the sealing of any well, responsible for the admission of polluting materials into an underground water supply; (ix) To delegate any of the duties and powers imposed or granted by this act, to the deputy state engineer or to an assistant state engineer, or other qualified member of his staff; (x) To bring suit to enjoin the construction of illegal wells or the withdrawal or use of water therefrom, or to enforce any of the provisions of this act or of orders issued thereunder, and to intervene in any action or proceeding when it appears that the determination of such action or proceeding may result in the depletion of underground water resources of the state contrary to the policy expressed in this act.

**41-3-911. Authority to order interfering appropriator to cease withdrawals of water; hearing complaints by appropriators.** (a) Whenever a well withdrawing water for beneficial purposes shall interfere unreasonably with an adequate well developed solely for domestic or stock uses as defined in W.S. 41-3-907, whether in a control area or not, the state engineer may, on complaint of the operator of the stock or domestic well, order the interfering appropriator to cease or reduce withdrawals of underground water, unless such appropriator shall furnish at his own expense, sufficient water at the former place of use to meet the need for domestic or stock use. In case of interference between two (2) wells utilizing water for stock or domestic use as defined in W.S. 41-3-907, the appropriation with the earliest priority shall have the better right. (b) Any appropriator of either surface or underground water may file a written complaint alleging interference with his water right by a junior right. Complaints are to be filed with the state engineer and are to be accompanied by a fee of one hundred dollars (\$100.00) to help defray costs of investigation. This section is not applicable to interference between two (2) surface water rights. Upon receiving the complaint and fee, the state engineer shall undertake an investigation to determine if the alleged interference does exist. Following the investigation, the state engineer shall issue a report to all interested parties stating his findings. The report may suggest various means of stopping, rectifying or ameliorating the interference or damage caused thereby. (c) Any interested appropriator who is dissatisfied with the results of the foregoing procedure may proceed under the applicable provisions of the Wyoming Administrative Procedure Act. If a hearing is to be held, it shall be held before the appropriate water division superintendent. The superintendent shall report to the board of control at its next meeting. The board shall issue its order to include findings of fact and conclusions of law.

**41-3-916. Priority of rights when 1 source of supply.** *Where underground waters in different aquifers are so interconnected as to constitute in fact one source of supply, or where underground waters and the waters of surface streams are so interconnected as to constitute in fact one source of supply, priorities of rights to the use of all such interconnected waters shall be correlated and such single schedule of priorities shall relate to the whole common water supply. The state engineer may by order adopt any of the corrective controls specified in W.S. 41-3-915.*

## Bryce Hamilton

---

**From:** Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>  
**Sent:** Wednesday, March 13, 2024 8:14 AM  
**To:** Bryce Hamilton  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

Thank you Bryce! Appreciate it.

*Thanks,*

### Tracy Rogers | Realty Technician

Wyandotte Services on contract to  
Western Area Power Administration | Rocky Mountain Region | Loveland, CO  
(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:wapa.gov)



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**From:** Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Sent:** Tuesday, March 12, 2024 12:06 PM  
**To:** Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

**EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK.**  
**Forward any suspicious e-mail to [spam@wapa.gov](mailto:spam@wapa.gov), or call WITCC at (720) 962-7111.**

Hi Tracy, thanks for the info. I'll add this in as your commentary for the project for the present time.

*Bryce Hamilton*

Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Rogers, Tracy (CONTR) <[Rogers@WAPA.GOV](mailto:Rogers@WAPA.GOV)>  
**Sent:** Tuesday, March 12, 2024 11:41 AM  
**To:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Good morning Bryce,

On this particular project **Cowboy Solar II** will encroach in our easements so I'm waiting for details and our applications to be returned from the applicant Christian Dick.

**Cowboy Solar I** we have no conflict with.

I am the person that takes care of all planning for WAPA in the Rocky Mountain Region and can easily be reached and will respond quickly unless out of the office.

Thanks for reaching out! Please let me know if you have any other questions.

*Thanks,*

**Tracy Rogers | Realty Technician**

Wyandotte Services on contract to

Western Area Power Administration | Rocky Mountain Region | Loveland, CO

(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:wapa.gov)



---

**From:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>

**Sent:** Tuesday, March 12, 2024 10:15 AM

**To:** Rogers, Tracy (CONTR) <[Rogers@WAPA.GOV](mailto:Rogers@WAPA.GOV)>

**Subject:** [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

**EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK.**

**Forward any suspicious e-mail to [spam@wapa.gov](mailto:spam@wapa.gov), or call WITCC at (720) 962-7111.**

Good morning Tracy, I am looking into the statuses on some reviews for this project and noticed WAPA's is still pending. Would you be able to give us some commentary by next Thursday the 21<sup>st</sup> by chance? Please let me know.

Best regards,

*Bryce Hamilton*

Associate Planner

**Laramie County Planning & Development**

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)



## WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

### GOVERNOR

Mark Gordon

### DIRECTOR

Brian R. Nesvik

### COMMISSIONERS

Ralph Brokaw-President

Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

March 21, 2024

WER 15046.03

Laramie County Planning & Development

Cowboy Solar I & II Project Review

Laramie County

Bryce Hamilton

Associate Planner

Laramie County Planning & Development

3966 Archer Pkwy

Cheyenne, WY 82009

Bryce.hamilton@laramiecountywy.gov

Dear Ms. Hamilton,

We appreciate the ability to comment to Laramie County on the Cowboy Solar Project. Attached is a recent review (Wildlife Environmental Review 15046.03) of the Cowboy Solar Project we provided to The Wyoming Department of Environmental Quality – Industrial Siting Division. These comments continue to be valid and we are continuing to work with the proponent to ensure the best outcome for wildlife and their habitat.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Chris Henkel, Habitat Protection Biologist, at 307-777-2533.

Sincerely,

Will Schultz

Habitat Protection Supervisor

WS/ch/kgb



## WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

### GOVERNOR

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### DIRECTOR

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### COMMISSIONERS

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Kenneth D. Roberts

John Masterson

Rusty Bell

February 8, 2024

WER 15046.03  
Department of Environmental Quality  
Industrial Siting Division  
Enbridge Inc.  
Cowboy Solar Project  
Section 109 Permit Application  
DEQ/ISC 23-03  
Laramie County

Jenny C. Staeben  
Department of Environmental Quality  
Administrator, Industrial Siting Division  
200 West 17<sup>th</sup> Street  
Cheyenne, WY 82002  
jenny.staeben2@wyo.gov

Dear Ms. Staeben,

The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed Cowboy Solar Project Section 109 Permit Application in Laramie County. The Department is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Pursuant to our mission and responsibilities, we offer the following comments for your consideration.

The proposed project is a two-phased, 771-megawatt (MW) industrial-scale photovoltaic (PV) solar facility located within a 5,425 lease-acre area of private agricultural rangeland approximately 4 miles southeast of Cheyenne and 3 miles east of U.S. Highway 85. The proposed development will include a total of approximately 1,656,135 solar panels, 269 MW Battery Energy Storage System (BESS), transmission towers, substations, and access roads. Construction is anticipated to begin in 2025 with an initial operational date for the first phase of the project, Cowboy Solar I, in the fall of 2026. The project's second phase, Cowboy Solar II, is anticipated to be fully operational by August of 2027. Electricity produce by the solar facility is intended for use by large industrial corporate customers in Wyoming.

### **Review of Section 109 Permit Application:**

#### **3.2 Construction Workforce, 9.5.2 Construction Impacts**

Given the details of construction traffic and peak construction workforce employment, the Department recommends the following measures to minimize human and wildlife conflicts:



- Reduce overall vehicular traffic by bussing crews to the work site.
- Prohibiting dogs (excluding service dogs) from the project site.

## **9.9 Biological Resources**

We commend the proponent for locating the proposed facility outside of sensitive wildlife habitat areas and values the planning and good faith effort to minimize impacts to wildlife throughout project siting and design.

### **9.9.1 Terrestrial Wildlife**

The Department thanks Enbridge for the following commitments to minimize impacts to big game:

- The use of wildlife exclusion perimeter fencing which includes strategic ingress/egress points to allow for safe passage should big game inadvertently become entrapped.
- Continued consultation on avoidance, minimization, and mitigation measures for big game impacted by the project including an additional north-to-south big game pathway through the project area.
- Instituting the Department's recommended 500-foot development buffers around Porter Draw.

### **9.9.3 Wyoming Game and Fish Coordination, 9.9.3.1 Wildlife Monitoring Plan**

Enbridge has been committed to following the wildlife review process detailed in the Department's Guidelines for Wind and Solar Energy. The proponent proactively coordinated with the Department during site selection and early project development and continues to collaboratively identify project impacts and mitigation measures. We anticipate this coordination to continue during the Wildlife Monitoring Plan development.

## **9.11 Vegetation and Pests**

We appreciate the proponent's commitment to monitor and manage for noxious weeds included in the State of Wyoming and Laramie County noxious weeds lists. Given construction activities can facilitate the introduction of invasive annual grasses (IAG) as well as noxious weeds, the Department recommends:

- Developing and implementing a plan to control noxious weeds and IAGs following construction, throughout the life of the project, and following decommissioning.

## **9.13 Cumulative Impacts**

Commercial solar power development can result in habitat loss and degradation due to significant infrastructure, increased human activity, and industrial noise and lighting. Wildlife mortality may increase due to collisions with power lines, fencing, panels, construction traffic, and other infrastructure. The Department commends Enbridge for mitigating cumulative wildlife impacts

Jenny C. Staeben  
February 8, 2024  
Page 3 of 3 – WER 15046.03

through siting considerations, project layout, appropriate fencing, and establishing movement pathways for big game. To further reduce impacts, we recommend:

- Minimizing artificial light in order to avoid and minimize impacts on migration, foraging, reproduction, and other animal behaviors.
- Burying power and transmission lines to reduce avian mortality as a result of collision with or electrocution by power and transmission lines.
- Employing bird diverters on fencing, to avoid avian mortality as a result of collision with fencing.

#### **Recommended Permit Commitments**

The Department recommends including the following commitment in the approved Section 109 Permit:

- Develop and finalize a signed Wildlife Monitoring Plan. This plan should outline the projected fish and wildlife impacts and address how impacts will be mitigated.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Chris Henkel, Habitat Protection Biologist, at 307-777-2533.

Sincerely,



Will Schultz  
Habitat Protection Supervisor

WS/ch/kgb

cc: U.S. Fish and Wildlife Service  
Chris Wichmann, Wyoming Department of Agriculture

# Permit Notes

**Permit Number:** PZ-24-00015

**Parcel Number:** 12650110000300

**Submitted:** 01/18/2024

**Site Address:** 3583 ROAD 203

**Technically Complete:** 02/14/2024

**Applicant:** Enbridge Inc.  
**Owner:** DUNNING FAM TR  
**Project Description:** 8 1/2 Section Solar Facility

Cheyenne, WY 82007

**Approved:**  
**Issued:**

<u>Begin Date</u>	<u>End Date</u>	<u>Permit Area</u>	<u>Subject</u>	<u>Note Type</u>	<u>Note Text</u>	<u>Created By</u>
02/14/2024		Application	PZ-24-00015	GENERAL	taxes are current as of 02/14/24	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	GENERAL	taxes are current as of 02/14/24	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	POP-UP	NOTE TO REVIEWERS:  Most of the submittals for this project are located in the Application submittal. The applicant put together a single PDF which contains most of the requisite information and is clickable to take you from the table of contents to wherever you need to go. The drainage report was produced separately, and the technical site plans have also been uploaded separately for your review. Hydrology, biological, and weeds reports have also been added as of 2/28 in the Supplemental Information submittals.  Please take your time with review comments on this project.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	POP-UP	NOTE TO REVIEWERS:  Most of the submittals for this project are located in the Application submittal. The applicant put together a single PDF which contains most of the requisite information and is clickable to take you from the table of contents to wherever you need to go. The drainage report was produced separately, and the technical site plans have also been uploaded separately for your review. Hydrology, biological, and weeds reports have also been added as of 2/28 in the Supplemental Information submittals.  Please take your time with review comments on this project.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/15/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	Per Laura Pate, no comment from Real Estate office	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/15/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	Per Laura Pate, no comment from Real Estate office	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV

## Permit Notes

02/21/2024	Application	PZ-24-00015	GENERAL	1.Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have low trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.	CHRISTOPHER.YA NEY@LARAMIECO UNTYWY.GOV
02/21/2024	Application	PZ-24-00015	GENERAL	1.Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have low trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.	CHRISTOPHER.YA NEY@LARAMIECO UNTYWY.GOV
02/22/2024	Application	PZ-24-00015	GENERAL	Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informational purposes, no response is required)	SETH.LLOYD@LA RAMIECOUNTYWY .GOV
02/22/2024	Application	PZ-24-00015	GENERAL	Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informational purposes, no response is required)	SETH.LLOYD@LA RAMIECOUNTYWY .GOV
02/23/2024	Application	PZ-24-00015	GENERAL	Shall meet the intent of IFC 2021 Project size and scope large and comments shall reflect all work areas. Chapter 5, Fire Service Features, ALL. Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control. Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unkown lithium-ion Battey system is not defined in application. ***1207.1.5 Large-Scale fire test section as defined*** Appendix D Fire Apparatus Access Roads, ALL sections. Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria. Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD # 1 for fire suppression with dry hydrants, located in Project site I and II.	DARRICK.MITTLES TADT@LARAMIEC OUNTYWY.GOV

## Permit Notes

02/23/2024	Application	PZ-24-00015	GENERAL	<p>Shall meet the intent of IFC 2021</p> <p>Project size and scope large and comments shall reflect all work areas.</p> <p>Chapter 5, Fire Service Features, ALL.</p> <p>Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control.</p> <p>Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unkown lithium-ion Battey system is not defined in application. ***1207.1.5 Large-Scale fire test section as defined***</p> <p>Appendix D Fire Apparatus Access Roads, ALL sections.</p> <p>Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria.</p> <p>Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD # 1 for fire suppression with dry hydrants, located in Project site I and II.</p>	<p>DARRICK.MITTLES TADT@LARAMIEC OUNTYWY.GOV</p>
02/23/2024	Workflow	COUNTY ASSESSOR REVIEW	GENERAL	No comments.	CINDY.KEMIVES@LARAMIECOUNTY WY.GOV
02/23/2024	Workflow	COUNTY ASSESSOR REVIEW	GENERAL	No comments.	CINDY.KEMIVES@LARAMIECOUNTY WY.GOV
02/23/2024	Workflow	PLAN REVIEW BY BUILDING	GENERAL	<p>Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.</p> <p>2021 IFC requires water supplies to be within 400' of all new buildings.</p> <p>Fire apparatus access roads required per IFC 2021 Section 503.</p> <p>Building permits shall be required for all new building construction.</p> <p>Laramie County has adopted the 2021 I-codes and the 2023 NEC.</p>	<p>DANIEL.PETERS@LARAMIECOUNTY WY.GOV</p>

## Permit Notes

02/23/2024	Workflow	PLAN REVIEW BY BUILDING	GENERAL	<p>Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.</p> <p>2021 IFC requires water supplies to be within 400' of all new buildings.</p> <p>Fire apparatus access roads required per IFC 2021 Section 503.</p> <p>Building permits shall be required for all new building construction.</p> <p>Laramie County has adopted the 2021 I-codes and the 2023 NEC.</p>	DANIEL.PETERS@ LARAMIECOUNTY WY.GOV
02/26/2024	Application	PZ-24-00015	GENERAL	<p>Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.</p> <p>Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.</p> <p>WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the traveling public: "If glare from the solar panels become an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. [insert name of solar farm company] shall be responsible for the costs associated to develop, install, and maintain the solar mitigation improvements."</p>	TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV
02/26/2024	Application	PZ-24-00015	GENERAL	<p>Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.</p> <p>Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.</p> <p>WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the traveling public: "If glare from the solar panels become an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. [insert name of solar farm company] shall be responsible for the costs associated to develop, install, and maintain the solar mitigation improvements."</p>	TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV

## Permit Notes

02/26/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.	MOLLY.BENNETT @LARAMIECOUNT WY.GOV
02/26/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.	MOLLY.BENNETT @LARAMIECOUNT WY.GOV
02/27/2024	Application	PZ-24-00015	GENERAL	<p>1.The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed with the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.</p> <p>2.Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.</p> <p>3.The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).</p> <p>4.I concur with the analysis provided in the Preliminary Drainage Report and its findings.</p> <p>5.Access and right-of-way permits will be required for the new accesses.</p> <p>6.The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.</p> <p>7.This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.</p> <p>8.Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.</p> <p>9.The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be</p>	SCOTT.LARSON@ LARAMIECOUNTY WY.GOV

## Permit Notes

reconfigured and Sheet C-407 does not show any changes to that access.

02/27/2024	Application	PZ-24-00015	GENERAL	<p>1.The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed with the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.</p> <p>2.Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.</p> <p>3.The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).</p> <p>4.I concur with the analysis provided in the Preliminary Drainage Report and its findings.</p> <p>5.Access and right-of-way permits will be required for the new accesses.</p> <p>6.The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.</p> <p>7.This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.</p> <p>8,Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.</p> <p>9.The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be reconfigured and Sheet C-407 does not show any changes to that access.</p>	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV
02/27/2024	Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV



## Permit Notes

02/27/2024	Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV
02/29/2024	Application	PZ-24-00015	GENERAL	Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV
02/29/2024	Application	PZ-24-00015	GENERAL	Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV
03/01/2024	Application	PZ-24-00015	GENERAL	Any improvements or work within the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section 3.	JUSTIN.ARNOLD@LARAMIECOUNTY.WY.GOV
03/01/2024	Application	PZ-24-00015	GENERAL	Any improvements or work within the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section 3.	JUSTIN.ARNOLD@LARAMIECOUNTY.WY.GOV
03/04/2024	Workflow	PLAN REVIEW BY PLANNING AND ZONING	GENERAL	<p>Planning review 1:</p> <ol style="list-style-type: none"> <li>1. Please address all agency review comments in their entirety.</li> <li>2. Planning approval to be conditioned upon Public Works approval.</li> <li>3. Please note that further reviews are forthcoming and review 1 will not complete the review process.</li> </ol>	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/04/2024	Workflow	PLAN REVIEW BY PLANNING AND ZONING	GENERAL	<p>Planning review 1:</p> <ol style="list-style-type: none"> <li>1. Please address all agency review comments in their entirety.</li> <li>2. Planning approval to be conditioned upon Public Works approval.</li> <li>3. Please note that further reviews are forthcoming and review 1 will not complete the review process.</li> </ol>	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/11/2024	Workflow	ENGINEERS REVIEW	GENERAL	<ol style="list-style-type: none"> <li>1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.</li> <li>2. The Laramie County Land Use Regulations, require</li> </ol>	MOLLY.BENNETT@LARAMIECOUNTY.WY.GOV

## Permit Notes

Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.

3. Due to Chalk Bluff Road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email (permits@laramiecountywy.gov) Public Works for more information.

3a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.

4. Any internal roadways on the site shall comply with the needs of emergency services.

5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access roadways internal to the site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

6. There will be no public maintenance of internal roadways/access easements.

7. All comments from the review engineer shall be resolved appropriately.

03/11/2024	Workflow	ENGINEERS REVIEW	GENERAL	<p>1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.</p> <p>2. The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.</p> <p>3. Due to Chalk Bluff Road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email (permits@laramiecountywy.gov) Public Works for more information.</p> <p>3a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.</p> <p>4. Any internal roadways on the site shall comply with the needs of emergency services.</p> <p>5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access</p>	MOLLY.BENNETT @LARAMIECOUNT YWY.GOV
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## Permit Notes

roadways internal tot he site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

6. There will be no public maintenance of internal roadways/access easements.

7. All comments from the review engineer shall be resolved appropriately.

03/12/2024	Application	PZ-24-00015	GENERAL	Please see attached document.	SUE.KINSLEY@LARAMIECOUNTYWY.GOV
03/12/2024	Application	PZ-24-00015	GENERAL	Please see attached document.	SUE.KINSLEY@LARAMIECOUNTYWY.GOV
03/12/2024	Workflow	DEPARTMENT OF ENERGY (WAPA) REVIEW	GENERAL	WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/12/2024	Workflow	DEPARTMENT OF ENERGY (WAPA) REVIEW	GENERAL	WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/19/2024	Application	PZ-24-00015	GENERAL	A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area or increasing and modifying the noxious weeds in the area becoming a greater issue. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon as construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.  Slope in the project area needs to be addressed for erosion and sediment control in area.	CONSERVATIONDI@LARAMIECOUNTY.WY.GOV

## Permit Notes

03/19/2024	Application	PZ-24-00015	GENERAL	<p>A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area or increasing and modifying the noxious weeds in the area becoming a greater issue. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon as construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.</p> <p>Slope in the project area needs to be addressed for erosion and sediment control in area.</p>	CONSERVATIONDI STRICT@LARAMIE COUNTY.WY.GOV
03/21/2024	Workflow	WYOMING GAME AND FISH DEPARTMENT REVIEW	GENERAL	WY GAME & FISH COMMENTARY ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV
03/21/2024	Workflow	WYOMING GAME AND FISH DEPARTMENT REVIEW	GENERAL	WY GAME & FISH COMMENTARY ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV
03/22/2024	Workflow	AIRPORT MANAGER REVIEW	GENERAL	COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV
03/22/2024	Workflow	AIRPORT MANAGER REVIEW	GENERAL	COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV

March 25, 2024

Bryce Hamilton  
Associate Planner  
Laramie County Planning & Development  
3966 Archer Pkwy  
Cheyenne, WY 82009

***RE: TGE Wyoming 222 LLC and TGE Wyoming 225, LLC  
Cowboy Solar I and II, Laramie County, WY  
Laramie County Site Plan Application  
Agency Review Comment Response***

Dear Mr. Hamilton,

Thank you for the Agency Review Comments v.1.5 provided on March 22, 2024 for the Cowboy Solar Project Laramie County Solar Site Plan Application, submitted on January 12, 2024. Comments and responses are summarized in this letter.

**Subject: PZ-24-00015**

**Tammy Deisch/TAMMY.DEISCH@LARAMIECOUNTYWY.GOV**

1. Taxes are current as of 02/14/24

*Response 1:*  
*Acknowledged.*

**Subject: County Real Estate Office Review**

**Bryce Hamilton/ BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV**

1. Per Laura Pate, no comment from Real Estate Office

*Response 1:*  
*Acknowledged.*

**Subject: County Real Estate Office Review**

**Christopher Yaney/ CHRISTOPHER.YANEY@LARAMIECOUNTYWY.GOV**

1. Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have lot trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.

*Response 1:*  
*Acknowledged.*

**Subject: PZ-24-00015**

**Seth Lloyd/ SETH.LLOYD@LARAMIECOUNTYWY.GOV**

1. Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informal purposes, no response is required)

Response 1:  
*Acknowledged.*

**Subject: Laramie County Fire District #1 Review**

**Darrick Mittlestadt/ DARRICK.MITTELESTADT@LARAMIECOUNTYWY.GOV**

1. Shall meet the intent of IFC 2021

Response 1:  
*Acknowledged.*

2. Project size and scope large and comments shall reflect all work areas

Response 2:  
*Acknowledged*

3. Chapter 5, Fire Service Features, ALL.

Response 3:  
*Fire service features for all buildings, structures and premises within the Project area will comply with Chapter 5 of IFC 2021.*

4. Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control.

Response 4:  
*The provisions as detailed in Chapter 12, Energy Systems, of IFC 2021 will apply to the installation, operation, maintenance, repair, retrofitting, testing, commissioning and decommissioning of the Cowboy Solar facility. A rapid shutdown switch for the photovoltaic system will be included in accordance with Chapter 12 of 2021 IFC. The system will be ground-mounted in accordance with Section 1205.5 of 2021 IFC, and vegetation control will be implemented and maintained in accordance with Section 1205.5.1.*

5. Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unknown lithium-ion Battery system is not defined in application. \*\*\*\*1207.1.5 Large-Scale fire test section as defined\*\*\*\*

Response 5:  
*The Battery Energy Storage System will comply with Section 1207 of 2021 IFC. **Exhibit 1** contains an emergency response plan which details fire response protocol for the Battery Energy Storage System. The layout of the Battery Energy Storage System for both the Cowboy I Solar and Cowboy II Solar Project areas can be referenced in Sheet E-1001 of **Exhibit 2**. Preliminary Construction Documents*

6. Appendix D Fire Apparatus Access Roads, ALL sections.  
Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria.

Response 6:

*An additional ingress egress from Chalk Bluff Road will be included in the Project layout to allow for emergency access. Details regarding the ingress/ egress location and design are forthcoming and will be coordinated with Laramie County Fire District # 1. Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

7. Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD #1 for fire suppression with dry hydrants, located in Project site I and II.

Response 7:

*Acknowledged. The Applicant will specify cistern location on construction documents as Project Design advances.*

**Subject: County Assessor Review**

**Cindy Kemives/ CINDY.KEMIVES@LARAMIECOUNTYWY.GOV**

1. No comments.

Response 1:

*Acknowledged*

**Subject: Plan Review by Building**

**Daniel Peters/ DANIEL.PETERS@LARAMIECOUNTYWY.GOV**

1. Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.

Response 1:

*Acknowledged.*

2. 2021 IFC requires water supplies to be within 400' of all new buildings.

Response 2:

*Acknowledged.*

3. Fire apparatus access roads required per IFC 2021 Section 503.

Response 3:

*Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road*

*design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

4. Building permits shall be required for all new building construction.

*Response 4:  
Acknowledged.*

5. Laramie County has adopted the 2021 I-codes and the 2023 NEC.

*Response 5:  
Acknowledged.*

**Subject: PZ-24-00015**

**Taylor McCort/ TAYLOR.MCCORT@LARAMIECOUNTYWY.GOV**

1. Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.

*Response 1:  
Acknowledged.*

2. Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.

*Response 2:  
Construction haul routes are detailed in Appendix C. Transportation and Traffic Analysis of Attachment N. Preliminary Road Condition Assessment of the Cowboy Solar Laramie County Solar Site Plan Application.*

3. WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the travelling public: "If glare from the solar panels becomes an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. Cowboy Solar shall be responsible for costs of associated to develop, install, and maintain the solar mitigation improvements."

*Response 3:  
Acknowledged.*

**Subject: Public Works Review**

**Molly Bennett/ MOLLY.BENNETT@LARAMIECOUNTYWY.GOV**

1. Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.

*Response 1:  
Acknowledged.*



**Subject: PZ-24-00015**

**Scott Larson/ SCOTT.LARSON @LARAMIECOUNTYWY.GOV**

1. The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed within the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.

*Response 1:*

*Acknowledged.*

2. Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.

*Response 2:*

*The Preliminary Drainage Report is now consistent with the total lease area, which is 5,185.1 acres. Please refer to **Exhibit 3** for the Drainage Report.*

3. The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).

*Response 3:*

*The Overall Site and Grading Plans for both Cowboy I and Cowboy II have been revised to show the correct fenced, leased, and graded areas for each project separately, and both projects as a whole. Please refer to sheet c-400 of **Exhibit 2** for the updated Overall Site and Grading Plans.*

4. I concur with the analysis provided in the Preliminary Drainage Report and its findings.

*Response 4:*

*Acknowledged.*

5. Access and right-of-way permits will be required for the new accesses.

*Response 5:*

*Acknowledged.*

6. The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.

Response 7.

*Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

7. This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.

Response 7.

*Acknowledged.*

8. Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.

Response 8.

*Acknowledged.*

9. The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be reconfigured and Sheet C-407 does not show any changes to that access.

Response 9:

*The north access design will be reconfigured as Project design advances to comply with access road requirements detailed in Section 503.2.1 of IFC 2021. Additionally, safety measures such as the installation of R1-1 "STOP" signs will be installed where needed in accordance with Laramie County Standards.*

**Subject: Plan Review by Environmental Health**

**Tiffany Gaertner/ TIFFANY.GAERTNER@LARAMIECOUNTYWY.GOV**

1. If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.

Response 1:

*Acknowledged.*

**Subject: PZ-24-00015**

**Matthew Butler/ MATTHEW.BUTLER@LARAMIECOUNTYWY.GOV**

1. Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.

Response 1:

*Acknowledged, ingress/egress design will comply with IFC 2021 standards, and an additional ingress/egress route will be included in the Project design to allow for an additional emergency access to the Project area.*

*Battery Energy Storage System safety is detailed in **Exhibit 1**. Emergency Response Plan. Battery Energy Storage System layout is included in **Exhibit 2**. Preliminary Construction Documents.*

*Stationary water supplies will consist of two (2) 30,000-gallon water cisterns that will be installed by order of Laramie County Fire Department #1 for fire suppression with dry hydrants, located in the Project area for Cowboy Solar I and II.*

**Subject: PZ-24-00015**

**Justin Arnold/ JUSTIN.ARNOLD@LARAMIECOUNTYWY.GOV**

1. Any improvements or work with the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section

Response 1:

*Please refer to Section 5.4.1. Floodplain Review of the Laramie County Solar Energy Site Plan Application. There is no development proposed within FEMA flood zone A. the perimeter fence is also located outside of the flood hazard area.*

**Subject: Plan Review by Planning and Zoning**

**Bryce Hamilton/ BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV**

Planning review 1:

1. Please address all agency review comments in their entirety.
2. Planning approval to be conditioned upon Public Works approval.
3. Please note that further reviews are forthcoming and review 1 will not complete the review process.

Response 1:

*Acknowledged*

**Subject: Engineers Review, Public Works Department**

**Molly Bennett/ MOLLY.BENNETT@LARAMIECOUNTYWY.GOV**

1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.

Response 1:

*The Applicant will obtain right-of-way/ grading permit in accordance with Laramie County Requirements. Please refer to Response 2 for a detailed response addressing the Applicant's impacts to the pavement condition of Chalk Bluff Road.*

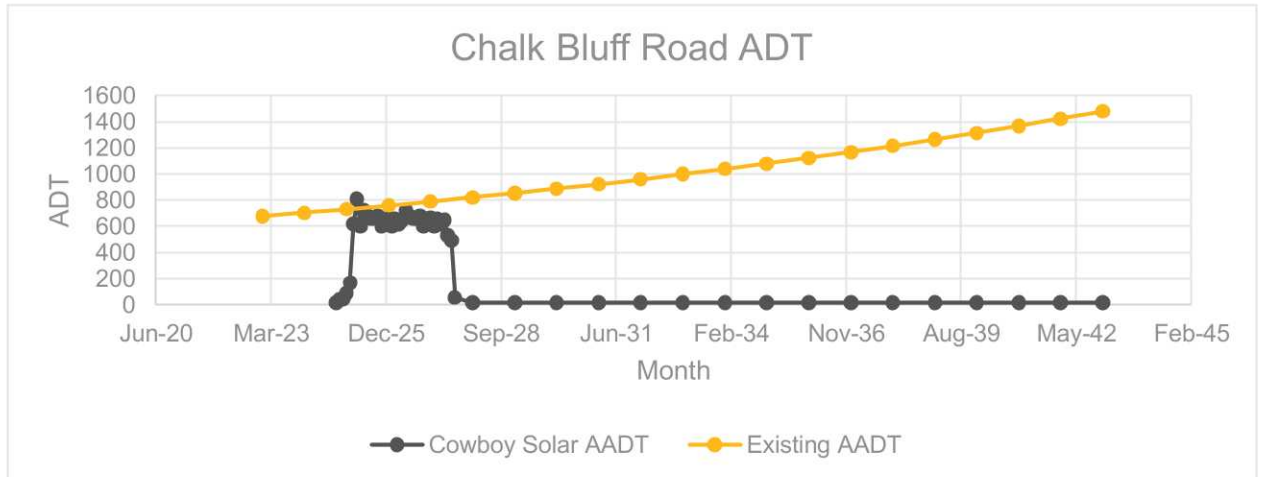
2. The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.

Response 2:

*The Applicant has reviewed the contents of the Laramie County Public Works Department Letter (Letter), dated March 7, 2024. Specifically, the Letter references the increase in Average Daily Traffic (ADT) on Chalk Bluff Road of 810 daily trips during the construction of the Cowboy Solar*

*Project. The Applicant has performed traffic projections in accordance with AASHTO '93 Guide for the Design of Pavement Structures to illustrate the traffic impact. Traffic projections were performed in terms of ADT, which is a measure of total volume of traffic, and Equivalent Single Axle Loads(ESALs), which is a traffic measure that takes into account the vehicle types and axle loads to better understand the impact of the traffic.*

*The chart in Figure 1 shows a projection of the anticipated ADT on Chalk Bluff Road over the next 20 years. Note that 20 years is a standard pavement design life, and would likely be the design life of the reconstructed pavement referenced in the Letter.*



*Figure 1. Chalk Bluff Road ADT*

*The black line in Figure 1 shows a projection of the Cowboy Solar Project traffic over the next 20 years. As evident from Figure 1, the Cowboy Solar traffic peaks during the construction of the project (approximately a 2.5-year period). The ADT then drops to approximately 15 small Operation and Maintenance vehicles a day. The orange line in Figure 1 shows a projection of the existing traffic on Chalk Bluff Road over the next 20 years. The traffic growth rate was calculated by using the historical Chalk Bluff Road ADT data provided in the letter. Note that Figure 1 shows ADT, which does not include a measure of vehicle type.*

*Figures 2 and 3 include a breakdown of the Cowboy Solar Project construction traffic.*

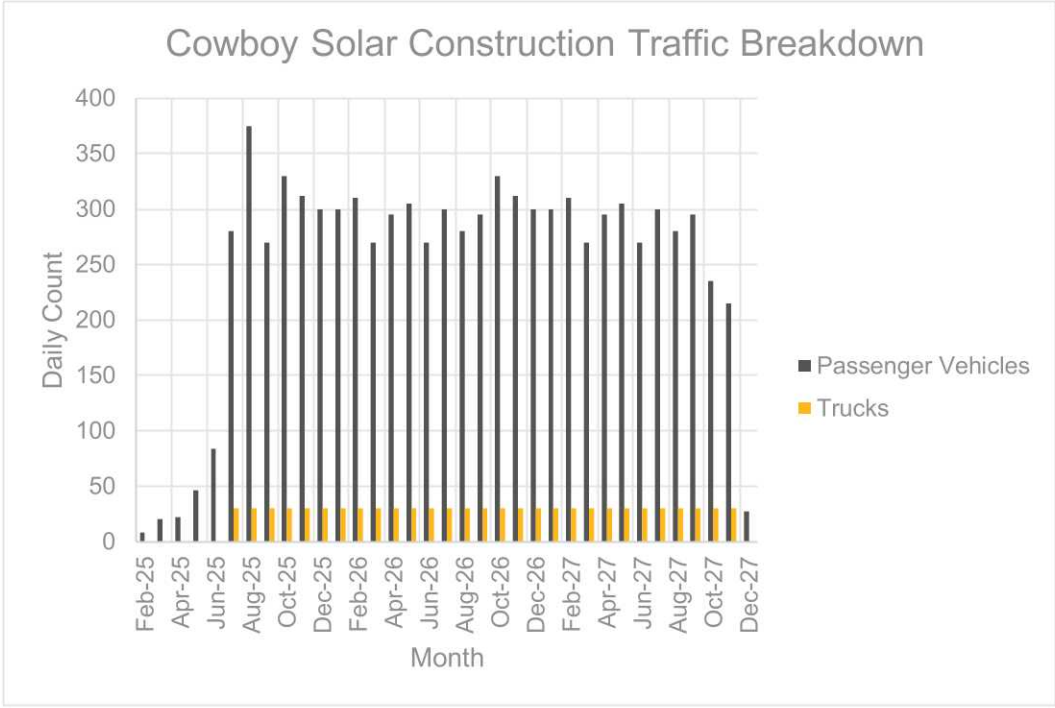


Figure 2. Cowboy Solar Construction Traffic Breakdown (1)

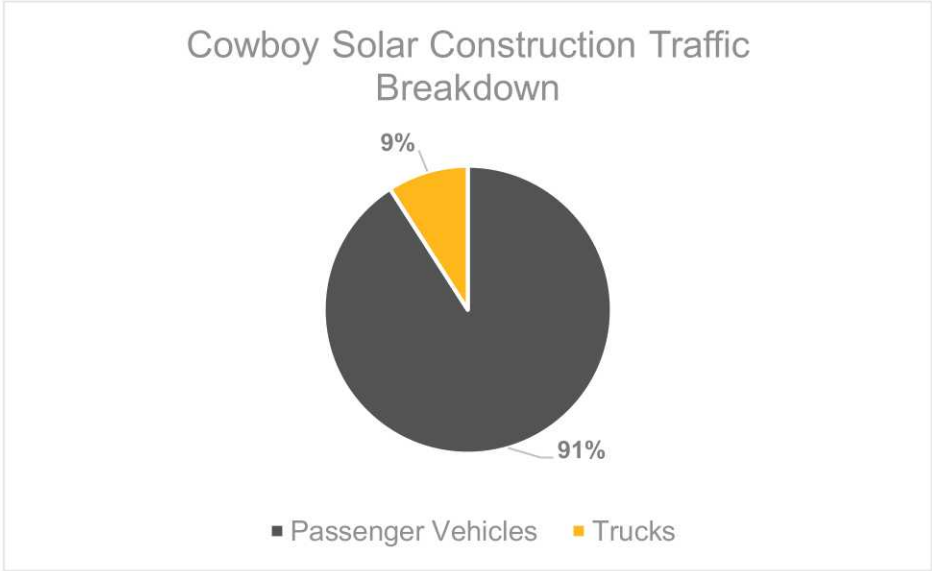


Figure 3. Cowboy Solar Construction Traffic Breakdown (2)

As shown in Figures 2 and 3, the Cowboy Solar Construction traffic ADT is primarily driven by passenger vehicles, which demonstrate the number of workers commuting to and from the Project site daily. Trucks will account for ~9% of the total traffic volume.

To get a better understanding of the impact of the Cowboy Solar construction traffic, AASHTO '93 traffic projection methodology was implemented, and the traffic was converted to a measure of ESALs. This calculation is demonstrated in Table 1.

Vehicle Type	Total Count	ESAL Factor	Total ESALs
Passenger Vehicles	189447	0.003	576
Trucks	18900	2.349	44396
<b>20-year Total Equivalent Single Axle Load (ESAL)s</b>			<b>44,972</b>

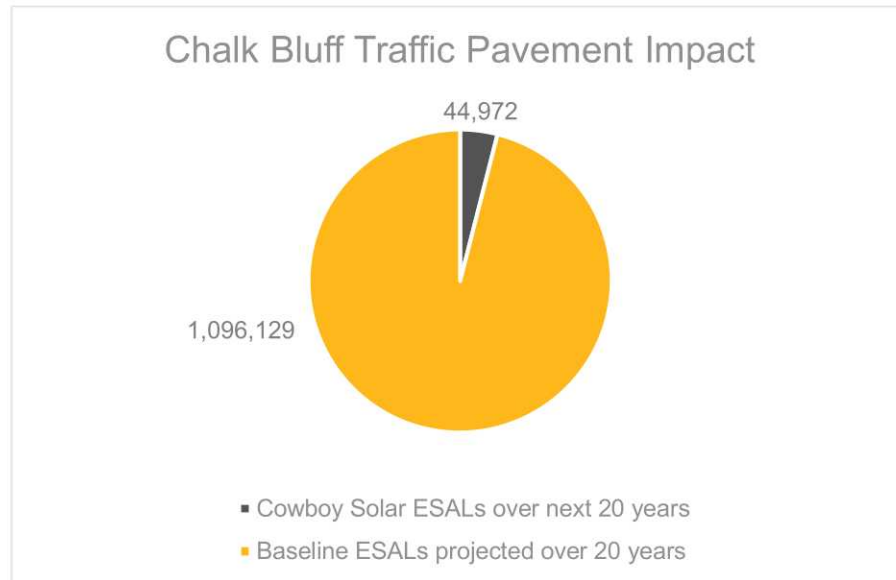
*Table 1. Cowboy Solar Project Traffic Impact Calculation*

*Even though the passenger vehicles take up 91% of the Cowboy Solar Project construction volume, they only account for ~2% of the total pavement impact, which is primarily governed by truck traffic.*

*The same pavement impact calculation was performed for the baseline traffic on Chalk Bluff Road. Traffic counts were recorded at the intersection of US 85 and Chalk Bluff Road on October 17, 2023 during the peak hour, which included a quantification of truck traffic traveling on Chalk Bluff Road. This is detailed in Appendix C. Transportation and Traffic Analysis of Attachment N. Preliminary Road Condition Assessment. The peak hour traffic was then scaled to a daily count, and it was determined that ~80 trucks a day utilize Chalk Bluff Road in the current condition. The pavement impact calculation for the baseline traffic is shown in Table 2.*

Current ADT (Average Daily Traffic)	675
Current ADTT (Average Daily Truck Traffic)	80
Compound Growth Rate	4%
Total Years (design life)	20
Directional Distribution	0.5
Lane Distribution	1
Truck Factor	2.349
<b>Total ESALS (20-years)</b>	<b>1,096,129</b>

*Table 2. Chalk Bluff Road Baseline Traffic Impact Calculation*



*Figure 4. Pavement Impact Calculation Summary*

*Figure 4 demonstrates the proportion of the 20-year ESALs on Chalk Bluff Road that can be attributed to Cowboy Solar Project traffic. The Cowboy Solar Traffic will account for ~4% of the total ESALs on Chalk Bluff Road over the 20-year pavement life.*

*The Applicant is prepared to enter a road use agreement with Laramie County to address the impact of the Cowboy Solar Project on the Chalk Bluff Road pavement condition.*

3. Due to Chalk Bluff road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email ([permits@laramiecountywy.gov](mailto:permits@laramiecountywy.gov)) Public Works for more information.
  - a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.

Response 3:

*The Applicant will obtain the required access permit applications through the Public Works Department. Project access locations will comply with current Laramie County Land Use Regulations*

4. Any internal roadways on the site shall comply with the needs of emergency services.

Response 4:

*Internal roadways to be utilized for emergency services will comply with IFC 2021 requirements.*

5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access roadways internal to the site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

Response 5:

*Acknowledged. There will be no site development within the FEMA flood zone A.*

6. There will be no public maintenance of internal roadways/access easements.

Response 6:  
*Acknowledged.*

7. All comments from the review engineer shall be resolved appropriately.

Response 7:  
*Acknowledged.*

**Subject: PZ-24-00015**

**Sue Kinsley/ SUE.KINSLEY@LARAMIECOUNTYWY.GOV**

1. Please see attached document.

Response 1:  
*Acknowledged*

**Subject: Department of Energy (WAPA) Review**

**Tracy Rogers/ ROGERS@WAPA.GOV**

1. WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.

Response 1:  
*Acknowledged*

**Subject: Subject: Department of Energy (WAPA) Review**

**Conservation District/ CONSERVATIONDISTRICT@LARAMIECOUNTYWY.GOV**

1. A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area of increasing and modifying the noxious weeds in the area becoming a greater issues. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.

Response 1:  
*The Applicant has submitted a Noxious Weeds, Vegetation Restoration, and Pests Management Plan as a supplemental study to the original Laramie County Solar Energy Site Plan Application on 2/27/2024. Please refer to **Exhibit 4** to view the study.*

2. Slope in the project area needs to be addressed for erosion and sediment control in the area.

Response 1:  
*The Project will avoid construction in areas with steep slopes. Filter socks and erosion control blankets will be utilized on slopes where grading is proposed to minimize erosion. Sediment traps*



*and basins are also proposed to capture any eroded sediment before it leaves the site. Further silt fence is proposed around large sections of the perimeter of the project as a third layer of erosion control. These are designed to Wyoming DEQ standards.*

**Subject: Wyoming Game General and Fish Department Review**

**Chris Henkel, Habitat Protection Biologist/ 307-777-2533**

1. WY GAME & FISH COMMENTARY ATTACHED.

*Response 1:*

*The Applicant will comply with all commitments and address all comments detailed in the March 21, 2024 letter from the Wyoming Game and Fish Department. The Applicant's coordination with the Wyoming Game and Fish Department will be ongoing throughout the design, development, and operation of the Cowboy Solar Project*

**Subject: Airport Manager Review**

**Kyle Malacina/ kmalacina@cheyenneairport.com**

1. COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.

*Response 1:*

*The Cowboy Solar Project will employ low reflectivity solar panels, and a glint glare study was performed using FAA methodology. Please refer to Attachment L of the Laramie County Solar Site Plan Application to view the Glint Glare Analysis. The Applicant believes sufficient analysis has been completed to demonstrate that aircraft impacts are not anticipated to occur.*

Sincerely,

ENBRIDGE INC.

Christian Dick

## Bryce Hamilton

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**From:** Rebecca Sanchez <rebeccas@cheyenneleads.org>  
**Sent:** Tuesday, February 27, 2024 10:23 AM  
**To:** Planning  
**Cc:** Betsey Hale; Rachelle Zimmerman  
**Subject:** Cowboy Solar I & II Grid Scale Solar Projects and their Economic Impact  
**Attachments:** We sent you safe versions of your files; Support Letter - Cowboy Solar I and II Grid Scale Solar Projects LCPC.pdf

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Dear Laramie County Planning Commission,

I am reaching out to provide you with a letter of support that Cheyenne LEADS has prepared for the Cowboy Solar I & II Grid Scale Solar Projects. Attached to this email you will find the document for your review and consideration.

If you have any questions or require further information, please do not hesitate to reach out to our office at (307) 638-6000.

Best,  
Rebecca

Rebecca K. Sanchez – **Cheyenne LEADS**  
Marketing Manager  
Cell: 307-287-5974 | Direct: 307-772-7242  
Office: 307-638-6000 | [www.cheyenneleads.org](http://www.cheyenneleads.org)



February 21, 2024

Laramie County Planning Commission  
3966 Archer Pkwy  
Cheyenne, WY 82009

Subject: Cowboy Solar I & II Grid Scale Solar Projects and their Economic Impact

Dear Laramie County Planning Commission,

On Behalf of Cheyenne LEADS, the economic development organization for Cheyenne and Laramie County, I am writing to express my support for the approval of permits for two grid-scale solar projects under consideration in our community - Cowboy Solar I & II. I believe that these projects will enhance our community's "Quality of Life" while providing economic benefits in our community.

The economic impact of these projects are anticipated to create a multitude of jobs during the construction phase and for the ongoing operating period. This will bolster our local economy and provide gainful employment for our residents with high paying jobs. Furthermore, the projects will generate considerable property and sales tax revenue, which can be reinvested into our community, benefitting infrastructure, education, and other public services.

The proposed projects will generate a substantial amount of "locally generated" electricity, sufficient to power near term corporate expansions in Cheyenne, and diversification of our State's economy. The availability of renewable energy is a key determinant for many corporations in choosing their locations, given their commitment to sustainability goals. Therefore, these projects will enhance the attractiveness of Cheyenne as a destination for businesses, thereby contributing to further economic development.

I am confident that the project proponents will work diligently with the Wyoming Department of Environmental Quality to mitigate any potential impacts, while being long term partners in our community.

Thank you for your consideration, and I am happy to answer any questions.

Sincerely,

A handwritten signature in blue ink that reads "Betsey Hale".

Betsey Hale, CEcD  
CEO - Cheyenne LEADS  
betseyh@cheyenneleads.org  
307-630-2179

Laramie County Planning Commission

Subj: Cowboy Solar Project(s) proposed by Enbridge

Statement:

Mr. Torriani, in his capacity as joint owner with his wife of Frontiera Ranch llc, is a landowner east of the proposed facility where he lives, ranches, and runs a full-time cow/calf cattle operation. He has invested in numerous energy companies and projects privately and as a limited partner for over 30 years as well as managed the building and operations of telecom networks around the world (including data centers). He is not opposed to solar as a technology, and has incorporated an US made installation on his ranch powering much of the operation and contributing in excess of 3 Mw per month back on the local grid. However, his home, his livestock, and his livelihood are all directly impacted by this proposed project. Mr. Torriani's concerns and opposition to the proposed Cowboy Solar Project are as follows:

**1) Risk of Fire**

Recognizing and agreeing with those risks and considerations highlighted in the statement submitted by Mr Prosser in which he views that during the construction phase of the proposed project there are insufficient general plans and guidelines submitted by Enbridge's application, Mr Torriani adds the following -

- a) The utility Battery Storage System (BESS) highlighted as part of the project represents a serious and ongoing fire hazard. Such systems are prone to thermal runaway - a condition where batteries can overheat and ignite, leading to fires that are difficult to control and extinguish as recognized in a study published by FEMA (the Federal Emergency Management Agency)<sup>1</sup>. As cited on utilitydrive.com in an article published 15 February 2023 titled '*Fire Safety lags growth in utility-scale battery production, Duke Energy, other officials say*', Sandia National Laboratories highlighted a 2011 explosion in Japan and fire that took two weeks to extinguish and a 2013 storage battery fire in Port Angeles (WA) that reignited a week after firefighters believed it had been extinguished.<sup>2</sup>

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<sup>1</sup> 'Emerging Hazards of Battery Energy Storage System Fires' ; [www.fema.gov/case-study/emerging-hazards-battery-energy-storage-system-fires](http://www.fema.gov/case-study/emerging-hazards-battery-energy-storage-system-fires)

<sup>2</sup> [Utilitydrive.com/news/battery-fires-protection-safety-utility-scale-duke-aps/642793](http://Utilitydrive.com/news/battery-fires-protection-safety-utility-scale-duke-aps/642793)

According to an S&P Global Market Intelligence report dated 31 May 2022, BESS fires and breakdowns of fire suppression safety systems had occurred globally in more than 50 known 'failures at medium-to large-scale battery storage projects in the US, Europe, Asia and Australia. A San Diego based battery specialist, Michael Mo, CEO of KULR Technology Group, which works with Nasa on batteries operating in space, is cited as stating "I think for the next 5, 10 years, we'll still be struggling with similar issues". A Table in the same article also highlights that Fluence Energy Inc, a party highlighted in the Cowboy Solar Project submissions, was involved as an integrator in 3 of the 10 large-scale energy storage failure system events highlighted between 2019 - 2022 (with all 3 in the United States).<sup>3</sup>

In a report published 25 Sep 2023 by S&P Global Market Intelligence "*Fire fuel effort to rein in battery storage 'cowboys' with AI*", Kai Philipp Kaires, CEO of Accure Battery Intelligence GmbH, a safety and performance specialist with offices in Germany and the US, is quoted as stating "It almost hurts me to say this, but there are quite some cowboys running around right now. It's such a financially attractive field that there's a lot of new players rushing in, making big promises and then trying to work their way to a certain level of quality as they go."<sup>4</sup> According to Clean Energy Associates in a report published February 6, 2024 involving 320+ inspections in 52 BESS factories (representing 64 percent of tier 1 manufacturers), over 26 percent of inspected energy storage systems over 30 Gwh had quality issues related to fire detection and suppression systems with 18 percent related to thermal management systems.<sup>5</sup>

The number of known destructive fires cited by the Electric Power Research Institute increases to over 60 (based on publicly available data) when the data set is expanded to 2023 incidents.<sup>6</sup> Such incidents include fire and toxic gas releases.

***With a lack of publicly available or submitted information available citing Enbridge's experience in managing BESS installations, and given the industry's record along with fire suppression technology relative immaturity, the public and***

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<sup>3</sup> <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/battery-blazes-breakdowns-underscore-growing-pains-for-energy-storage-70426578>

<sup>4</sup> <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/fires-fuel-effort-to-rein-in-battery-storage-cowboys-with-ai-77579542>

<sup>5</sup> <https://www.cea3.com/cea-blog/bess-quality-risks-report>

<sup>6</sup> [https://storagewiki.epri.com/index.php/BESS\\_Failure\\_Event\\_Database](https://storagewiki.epri.com/index.php/BESS_Failure_Event_Database)

***commission would be right to question Enbridge's ability to meet any commitments to prevent accidental fire hazards from occurring.***

b) The area of the proposed sight contains a higher fire risk than those areas in which BESS fires have occurred. The Commission must be certainly aware that fire risks remain high on an ongoing year round basis in Laramie county's prairie grasslands due to high winds and dry conditions. Winds alone accelerate fire spread of 1 mile/hr for every 10 mile per hour wind and lead to fires jumping road barriers. Those year round risks are even higher in July - September periods. Compounding this issue is the size and scope of the solar array installation which based on studies will raise temperatures in the immediate surrounding area and that which the BESS is installed from 3-4 degrees Celsius( 5.4 - 7.2 degrees Farenheit) creating a heat island effect preventing soil beneath to cool as it otherwise would in night conditions as well as contributing to local warming and changes in weather patterns.<sup>7</sup>

***There are indeed no comparable BESS installations in areas with similar high risk fire/low rainfall averages as present in Laramie Count, nor does Enbridge address this issue.***

c) A lack of resources and experience in Laramie County and Wyoming State with BESS fires further magnifies the risks. Recent fires near Cheyenne highlight the risks and resources needed to combat prairie grass fires that occur outside of the BESS risks highlighted. The Happy Jack Fire finally contained on 1 March 2024 destroyed over 6,600 acres, and the Mullen Fire near Laramie Wyoming destroying over 176,000 acres in October 2020 are only 2 examples which required resources to be brought in from outside the state and county due to limited fire fighting capabilities. Both spread rapidly in high winds and overcame local fire fighting resources quickly. Enbridge has offered no additional funding or resources to the county outside of general training or committed to funding additional manpower and fire fighting resources to the projects area.<sup>8</sup>

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<sup>7</sup> <https://spac.umd.edu/news/story/researchers-discover-solar-heat-island-effect-caused-by-largescale-solar-power-plants> , [The Photovoltaic Heat Island Effect: Larger solar power plants increase local temperatures | Scientific Reports \(nature.com\)](https://www.nature.com/articles/s41586-024-04888-4)

<sup>8</sup> <https://cowboystatedaily.com/2024/03/13/wyomings-pre-spring-grassfires-sign-of-larger-wildfire-crisis-barrasso-says/>

***Without funding significant additional resources to fight fires, the project represents a significant risk to local and distant residents as the economic livelihoods of farmers and ranchers.***

**2) Economic Impacts**

- a) Impact on resident and property insurance given highlighted fire risks: The increased risk of fires as well as lack of close fire fighting resources and access to the site will in all likelihood result in increased homeowner and property insurance premiums to reflect higher risks. Since the utility fire in Superior, Colorado which consumed over 500 homes built in an area of prairie grasslands similar to those in Laramie county (but with much higher average rainfall than the area south and east of Cheyenne) and other fires throughout that state, homeowner and property insurance premiums have risen over 50 percent in Colorado due to highlighted increases in fire risks and other weather related reasons. Multiple carriers have also stopped writing policies due to increased risks<sup>9</sup>

***Nothing in Enbridge's proposals addresses this or the negative economic impacts the project's risks will have on insurance premiums and options within the area and Laramie county. Such impacts will increase costs for residences and businesses and negatively affect the standards of living and economic competitiveness of residents and businesses.***

- b) Impact on property valuations and uses in the surrounding areas: As cited in a comprehensive study focused on proximity to large scale solar installations, such projects have negative impacts on property valuations on surrounding rural and agricultural properties.<sup>10</sup> It should be noted that whilst Wyoming was not included in the study of several states, those who live in and relocate to Laramie county drive property valuations by a desire to avoid industrial and congested residential environments as evidenced by the distances between housing and agricultural operations in the Cheyenne areas surrounding the proposed project.

***Decreases in the valuations of those properties have not been factored into or addressed in the proposal.***

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<sup>9</sup> <https://www.cpr.org/2023/08/05/colorado-home-insurance-widfires-hail/>

<sup>10</sup> <https://www.sciencedirect.com/science/article/pii/S0301421523000101#tbl7>

c) Negative Impact on Utility rates for Laramie County and Wyoming: Whilst the submitted proposal states that the 1.8 GW electricity capacity per year created by the project will be dedicated to commercial customer(s) being a data center or data centers, there is no impact study on the potential effect of this project on utility rates of residential and other commercial utility rate payers should data center electricity consumption not materialize. Contrary to popular belief, the 'all in' full system levelized cost of energy (LFSCOE) for solar and battery sourced electricity when not subsidized is the amongst the highest of any energy source for electricity according to Bank of America Global Research.<sup>11</sup> This is due to the intermittent nature and low efficiency of solar generated power, costs of battery backup ( for times when solar is not available) and additional factors. The approval of this project would bring a risk of assuming that commercial customers (such as the cited data centers) will pay for the all in costs of the project and subsidies from the federal government will be in place in perpetuity for the entire life of the project. Laramie County and Wyoming today have amongst the lowest utility rates in the nation in sharp contrast to states with high percentages of solar and wind mandated in utility mixes such as California ( average of 13 - 15c Kwh in Wyoming vs. 29.1c in California).<sup>12 13</sup>

***Without guarantees from Enbridge and involved utilities that such higher capital costs will not be borne by consumers and other businesses going forward, the project carries a risk of significantly increased utility rates for residential and business customers. With over 80 percent of Wyoming electricity now exported to other states given its significant resources and ample electricity generation ( both renewable and traditional), and renewable power available already on wholesale basis via existing utilities to the prospective data center(s) customers, the question should be asked: why is this project needed? Other than the undisclosed federal subsidies and tax credits that will solely benefit the parties involved, there is no clear benefit to the Laramie county community. In contrast and based on comparisons to areas and states that have pursued such projects, the potential for the negative externality of increased utility rates is high. Such increases will impact the***

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<sup>11</sup> <https://advisoranalyst.com/wp-content/uploads/2023/05/bofa-the-ric-report-the-nuclear-necessity-20230509.pdf>

<sup>12</sup> <https://psc.wyo.gov/home/utility-rate-comparison>

<sup>13</sup> <https://www.energybot.com/electricity-rates/california/>



***future standards of living and economic competitiveness of the state and should be further examined.***

- d) Negative Impact on Housing and rental costs during the Construction phase: Whilst Enbridge does an excellent job in its proposal of highlighting the number of workers that will require rooms and housing during the construction phases of the project, there is no analysis of the impact that the additional demand will have on apartments and housing rental demand during the construction phases. Enbridge does recognize the shortage of housing stating that short term housing requirements will be proactively addressed with Laramie county, but there is no detail on what steps will be taken. Whilst demand for rentals definitely favor rental property owners, the limited supply of rentals in Cheyenne and the surrounding areas as well as the number and influx of forecasted temporary construction workers over the period will certainly have negative impacts on the costs of living on lower income workforces in existing Laramie county industries and drive costs upwards for those industries.

***No impact of this potential negative externality has been studied or included in the proposal.***

- e) Dependencies and potential negative impacts of the proposed project:

Whilst the sales and lodging tax, as well as property tax contributions to the county and state are recognized as significant, the capital expenditures are understood to be predominantly oriented centered on procurement of over 1.6 million solar panels, BESS, and inverters. Manufacture and supply chains of these items are dominated by the People's Republic of China, and the companies listed as suppliers appear to be Chinese owned subsidiaries and /or beneficiaries, and as such answerable to the Chinese Communist Party. Given the source of those items is not highlighted (ie., Runergy, the owner of American Hyperion Solar llc, is a Chinese company) or dependencies that would be created in the construction of the project, it is unclear for ongoing operation of the project if a disruption of replacements of those items, as experienced during the Pandemic or state of war in Asia, would disrupt the ability of the project to supply power to its intended commercial customers with electricity. ***The lack of stated plans to address such a situation or inability of the project to address such disruptions and / or increased demand for electricity from Black Hills Energy for the commercial customers it serves with electricity from the project should be a concern given the potential***

**additional capex for Black Hills and resulting negative impacts on utility rates if no redundancy plans are in place.**

- f) Small/Limited employment impact

On an ongoing basis, 15 'permanent' workforce additions to the Wyoming State and Laramie County economies will have little to minimal impact to the local or state economy.

- g) Insurance, bond or financial guarantees provided to land and property owners for damages and/or disruptions to property and livelihoods.

There are no provisions within the proposal for any directly attributable catastrophic events to the proposed project or how they will be addressed financially (fire, water, soil, etc.). These have been secured for other energy projects in Laramie County (reference to recent CSS project with Tallgrass Energy directly with property owners). **The council is urged to address this as a condition to any approval.**

### **3) Environmental Impacts**

Recognizing those environmental concerns raised by Mr Prosser, Mr Torriani adds:

- a) Hail and Destruction: The project proposal does not address the location is within the pathway of what is commonly referred to as hail alley. The Cheyenne area itself has had over 300 incidents of hail reported in 2023 with hail sizes reported up to ping pong ball size (1 inch) and larger (baseball size) in the past.<sup>14</sup> Hail storms destroyed a smaller solar sized panel array installation of 14,000 panels in Scottsbluff, Ne in June 2023.<sup>15</sup> All panels were destroyed and required disposal. Given the toxic contents of solar panels, the disposal of destroyed or end of life panels within Wyoming or the United States represents

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<sup>14</sup> <https://www.interactivehailmaps.com/local-hail-map/cheyenne-wy/#:~:text=The%20Cheyenne%2C%20WY%20area%20has%20had%20326%20reports,occasions%2C%20including%2016%20occasions%20during%20the%20past%20year.>

<sup>15</sup> <https://cowboystatedaily.com/2023/06/27/baseball-sized-hail-smashing-into-panels-at-150-mph-destroys-scottsbluff-solar-farm/>

a high risk to water and soil.<sup>16</sup> Recycling was not an option in the Nebraska case. Another hail incident similar to Scottsbluff occurred 15 March 2024 outside of Houston, Texas destroying all 'hail proof' panels on a project larger than that proposed by Enbridge.

***The project proposal does not address the dangers of the location in respects to hail, disposal plans or even details on mentioned plans for recycling end of life panels, inverters or batteries.***

In closing, whilst Mr Torriani recognizes the potential positive impact of the proposed Cowboy Solar Project to State and Laramie county sales tax and property tax coffers, the highlighted concerns, many of which shared by many of the closer neighbors to the project, he joins Mr Prosser in urging the council to carefully consider these raised concerns, the negative externalities of this project, and current lack of actionable and financial commitments to address those concerns made in the project proposal. He believes it should therefore should not be approved.

Dated: March 28<sup>th</sup>, 2024



Respectfully submitted,

A, Marc Torriani  
Frontiera Ranch  
PO Box 669  
Pine Bluffs, WY 82082

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<sup>16</sup> <https://hbr.org/2021/06/the-dark-side-of-solar-power>

## Bryce Hamilton

---

**From:** Christian Dick <christian.dick@enbridge.com>  
**Sent:** Tuesday, July 16, 2024 10:11 AM  
**To:** Justin Arnold  
**Cc:** 'Lundin, Anna'; Bryce Hamilton  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

We are a consent item for Board approval on next month's board meeting, following the Director's review and approval of our application last month.

### Christian F. Dick

ENBRIDGE- Power Business Unit  
15725 Dallas Parkway, Ste 550, Addison, TX 75001  
M (619) 549-2640 D (972) 707-3073  
[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com) | Denver | Dallas  
Safety. Integrity. Respect. Inclusion. High Performance.

---

**From:** Justin Arnold <justin.arnold@laramiecountywy.gov>  
**Sent:** Tuesday, July 16, 2024 9:39 AM  
**To:** Christian Dick <christian.dick@enbridge.com>  
**Cc:** 'Lundin, Anna' <Anna.Lundin@kimley-horn.com>; Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Subject:** [External] RE: Cowboy Solar I & II Agency Review Comments - Response

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Christian,

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Thanks,

Justin

---

**From:** Christian Dick <[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com)>  
**Sent:** Tuesday, July 16, 2024 8:51 AM  
**Cc:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>; 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>; Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

We have received email confirmation from Wy State Lands Department that our application is approved and will be on the next Board Agenda.

### Christian F. Dick

ENBRIDGE- Power Business Unit  
15725 Dallas Parkway, Ste 550, Addison, TX 75001  
M (619) 549-2640 D (972) 707-3073  
[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com) | Denver | Dallas  
Safety. Integrity. Respect. Inclusion. High Performance.

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**From:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Sent:** Monday, July 15, 2024 4:58 PM  
**To:** 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>; Christian Dick <[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com)>  
**Cc:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>  
**Subject:** [External] RE: Cowboy Solar I & II Agency Review Comments - Response

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DO NOT click links or open attachments unless you are 100% sure that the email is safe.

Anna and/or Christian, tagging onto this, would it be possible to obtain some documentation of the application for the access easement across the State land? I would like to put something tangible into the staff report that that is being actively worked. A screenshot if nothing else would suffice. Please let me know. Thanks!

*Bryce Hamilton*

Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

**PUBLIC RECORDS ACT**

Email to and from me may constitute a public record and may be subject to disclosure upon request under the Wyoming Public Records Act and similar laws.

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**From:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>  
**Sent:** Monday, July 15, 2024 4:54 PM  
**To:** 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>  
**Cc:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

Good afternoon Anna,

Bryce is currently drafting the staff report package to include status updates of outstanding items and the draft MOU that is currently being reviewed by the County regarding the Chalk Bluff improvements. The MOU will be sent to Enbridge by Friday to conduct a review through their legal team. We will send the staff report and draft MOU over tomorrow or Wednesday once the agenda has been posted to the meeting website. As for what to anticipate regarding items to be addressed at the hearing, we will likely get similar feedback as to the initial public hearing which included roadway improvements, secondary access, cistern installation, battery storage etc.

We can certainly hold a follow up meeting to clarify expectations once the staff report has been posted and you have had a chance to review so just let us know. Have a good day.

Regards,

Justin

---

**From:** Lundin, Anna <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>  
**Sent:** Monday, July 15, 2024 2:12 PM

**MEMORANDUM OF UNDERSTANDING REGARDING SITE PLAN  
REQUIREMENTS FOR A PORTION OF ROAD 203 (A.K.A. CHALK BLUFF  
ROAD):**

**LARAMIE COUNTY AND ENBRIDGE INC.**

**PURPOSE:**

This Memorandum of Understanding (MOU) is intended to outline the responsibilities and obligations of the parties regarding improvements and reconstruction of a portion of Road 203 (a.k.a. Chalk Bluff Road) required for the Cowboy Solar Project: Laramie County Project # PZ-24-00015 and associated Road Construction Permit (project # to be assigned at road plan submittal). See attached for identification of the road section subject to this MOU.

The work referenced in this MOU is required for Enbridge Inc. to obtain a Board Approval, Solar Energy Site Plan, and Solar Energy Permit to allow the initiation and ultimate completion of the "Cowboy Solar" project. This MOU is intended to also fulfill/address condition #19 set forth by the Industrial Siting Council. Infrastructure improvements are required by Laramie County (to include the Laramie County Board of County Commissioners, Laramie County Planning and Development, and Laramie County Public Works) pursuant to adopted Laramie County Land Use Regulations (LCLUR) 2022 Edition, Amended October 4, 2022.

In furtherance of the general public welfare associated with the reconstruction and modification of roads in Laramie County, Laramie County will manage the construction processes of this project required to accomplish conditions imposed on Enbridge Inc. to reconstruct and modify a portion of Chalk Bluff Road. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated agreements, bonds, manage and/or administer necessary inspections, appropriation of funds to the consultant and/or contractor(s), final acceptance of the work performed, etc. Said requirements are necessary for Enbridge Inc. to obtain and maintain the aforementioned permits for Enbridge Inc.'s Cowboy Solar Project. Enbridge Inc. agrees to provide \$12,000,000 in funds for this road work. The County agrees to contribute \$2,500,000 for this work.

The Parties agree and understand that default regarding compliance with Laramie County regulation and/or applicable law, as well as the terms and conditions herein, may result in

either the withdrawal or lack of issuance of appropriate permits and inspections for completion and continuation of the Cowboy Solar project.

The Parties agree that the design, reconstruction and modification of Chalk Bluff Road and the identified portions shall be in accordance with the LCLUR 2022 Edition, Amended October 4, 2022 and subject to the inspection and acceptance of the Laramie County Public Works Department or designee.

This MOU is prefaced on an understanding that commencement of any onsite work related to the Cowboy Solar project (outside of Road 203/Chalk Bluff Road construction) will begin June of 2025. It is the understanding of the parties that initial onsite project improvements may include, mobilization, mowing, topsoil striping, grading, etc., and will require the minimal use of heavy trucks to mobilize onsite equipment and operator traffic. No hardware, to include but not limited to solar arrays, pilings, or batteries are to be transported to the facility until the roadway improvements are substantially complete to the satisfaction of Laramie County Public Works. Both parties understand that due to unanticipated circumstances, changes in markets or other outside forces, timelines and costs associated in described in this MOU may be subject to negotiation and change.

#### **COUNTY RESPONSIBILITIES:**

Laramie County, in accordance with the conditions herein, shall enter into contracts with the appropriate construction entities for the work and completion of the modification and reconstruction of the road. The work to be completed will be based on a design produced through Enbridge Inc.

The design firm will produce a construction plan set to be approved by Laramie County Public Works which will be used for the road work and to produce an RFB for the reconstruction and modification of the road.

In compliance with applicable State law and County procedures, Laramie County will issue an RFB based on the approved construction plan set. Laramie County will, at its discretion and based on the terms of the RFB, select a competent bidder.

The road reconstruction and modification road work is estimated currently (as of March 2024) at a cost of \$14.5 million.

In accordance with the conditions herein and through County regulations, Laramie County will provide funds in the amount up to \$2.5 million for the costs associated with the road work subject of this MOU. Said funds to be disbursed for purposes of the road work subject of this MOU.

## **ENBRIDGE INC./COWBOY SOLAR REPONSIBILITIES:**

Enbridge Inc. agrees to contribute \$12,000,000, said funds to be provided to the Laramie County Treasurer, by September 1, 2024. Said funds shall be maintained in a separately identifiable account for the purpose of paying invoices and billing for road work. Expenditures shall be tracked and available for review regarding expenses paid from the account established. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and should be related solely to the road work that is the subject of this MOU.

Enbridge Inc. shall provide the agreed upon contract, including estimated design fees, with the design firm (Attachment B). Final invoice records shall be provided for reimbursement to Enbridge Inc. from the \$12,000,000 fund.

Enbridge Inc. (and the design firm) shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works permitting policies as it relates to the construction plan set.

## **TIMELINES:**

MOU Receipt by Enbridge Inc.: July 19, 2024

Receipt of MOU by County: July 31, 2024

Expected Consideration of MOU: County Commissioner Agenda August 6, 2024

Design Completion: November 1, 2024

Request for Bids issuance: November 2, 2024

Construction of Road 203/Chalk Bluff Road to begin: on or before June 1, 2025

Commencement of Cowboy Solar project: June 2025

Substantial Road Completion: October 31, 2025

## **ADJUSTMENTS:**

Both entities recognize that the intent of this MOU is to carry forward the Cowboy Solar Project which requires significant reconstruction and modification of Road 203/Chalk Bluff Road. In recognition of the fact that many factors in such a project are unpredictable, the parties agree and understand that changes may be necessary in portions of this MOU, including, but not limited to, timelines and costs.



Cost adjustments, change orders exceeding the initial proposed budget of \$14.5 million, unanticipated events requiring changes of expected dates within the timeline, shall be negotiated between the parties. Changes will be immortalized in writing and made part of this MOU as necessary. Agreement and/or consent shall not be unreasonably withheld by either party as to changes including but not limited to, increases in costs.

**AUTHORITY:**

Laramie County's authority to enter into this MOU and to require issuance of such permits as may be required is granted under the authority of state law, including but not limited to W.S. 24-1-104, Wyoming Statutes Title 34 Property, Conveyances and Security Transactions, Title 18 Counties, Title 15 Cities and Towns, Title 24 Highways, Title 9 Administration of the Government, Title 35 Public Health and Safety, Title 31 Motor Vehicles. Exclusion or absence from this enumerated list of any authority shall not abrogate or otherwise prevent exercise of any authority or enforcement or same, granted to Laramie County by law, regulation, or judicial decision or interpretation.

**LAW AND VENUE:**

The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed to by the parties to be a material inducement to enter into this MOU. This provision is not intended nor shall it be construed to waive Laramie County's governmental immunity as provided in this MOU.

**SEVERABILITY:**

If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if Laramie County or Enbridge Inc. are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this MOU are fully severable.

**GOVERNMENTAL IMMUNITY:**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this MOU. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law, based on this MOU.

**ROAD CONSTRUCTION CONTRIBUTION AGREEMENT**

THIS ROAD CONSTRUCTION CONTRIBUTION AGREEMENT (this “Agreement”) is dated as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Laramie County, Wyoming (the “County”), and TGE Wyoming 222, LLC., a Delaware LLC (“TGE”) (each of the foregoing, a “Party” and collectively the “Parties”). This Agreement is made with reference to the following recitals:

**Recitals**

A. TGE is planning the development of the “Cowboy Solar Project” (Laramie County Project # PZ-24-00015) (the “Solar Project”) on the real property located in Laramie County, Wyoming described on Exhibit A attached hereto (the “Property”).

B. As an asset owned by the publicly traded parent company of TGE, in order to proceed with the Solar Project, TGE must receive a “Full Investment Decision”, which Full Investment Decision must be supported by executed offtake contracts, an executed interconnection agreement, final and unappealable County approval of the Solar Project, and other matters related to power production and distribution.

C. As a condition to granting necessary approvals for the Solar Project, the County is requiring that TGE contribute funds to improve, modify, and reconstruct a portion of County Road 203, also known as Chalk Bluff Road (the “Road Project”), which portion of road is identified in Exhibit B attached hereto (the “Road”).

C. TGE has agreed to contribute a portion of the funds necessary for the Road Project on the condition that the County grants all approvals necessary for development of the Solar Project and TGE makes a Full Investment Decision.

D. The Exhibits that are attached and incorporated herein are as follows:

- EXHIBIT A            Description of Cowboy Solar Property
- EXHIBIT B            Description of Road

**Agreement**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

**Section 1.    Effectiveness of Agreement.**

**1.1** This Agreement shall become effective if and when the County grants approvals sufficient for development of the Solar Project (the “Approvals”), the Approvals are final, and all applicable periods for appeal of the Approvals have expired. The Approvals shall include, without limitation, final approval by the Laramie County Board of County Commissioners (“BOCC”), **an**

approved Solar Energy Site Plan, a Solar Energy Permit, and an associated road construction permit. The parties agree that by executing this Agreement and receiving all Approvals, TGE will have satisfied Special Condition #19 of its Industrial Siting Permit. The County represents that the types of approvals listed in this Section 1.1 are the only County approvals that will be required for development of the Solar Project and agrees that no additional approvals will be required at a later date.

1.2 Unless and until the County grants final, unappealable approvals as described in Section 1.1 hereof, neither Party shall have any obligations under this Agreement.

## Section 2. County Management of Road Project.

2.1 In furtherance of the general public welfare associated with the reconstruction and modification of roads in the County, the County will manage all construction processes associated with the Road Project. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated construction agreements, bonds, manage and/or administer necessary inspections, appropriation and payment of funds to the consultant and/or contractor(s), final acceptance of the work performed, and all other matters necessary for the acceptance and implementation of the design and completion of construction of the Road Project as contemplated herein.

## Section 3. Obligations of TGE.

3.1 TGE's sole obligations under this Agreement shall be (i) to provide an amount of funds for the Road Project equal to twelve million dollars (\$12,000,000.00) minus the Design Costs, as defined below (such funds, the "TGE Contribution"), and (ii) to provide plans and specifications for the Road Project (the "Plans") in accordance with Section 3.3 hereof. TGE shall have no obligation to provide the TGE Contribution or the Plans unless and until (i) the final Approvals are granted as provided in Section 1 hereof and (ii) TGE provides notice to the County that TGE has made a Full Investment Decision. Such notice, ("Full Investment Decision Notice") shall comply with the notice requirements of this Agreement, and TGE shall deliver such notice within seven (7) calendar days of receiving a Full Investment Decision.

3.2 The Laramie County Treasurer ("Treasurer") shall establish a separately identifiable account controlled by the Treasurer identified as the "Chalk Bluff Road Account", and TGE shall deposit the TGE Contribution with the Treasurer for placement by the Treasurer in the Chalk Bluff Road Account within thirty (30) days of the later to occur of (i) TGE's delivery of the Full Investment Decision Notice and (ii) the date on which all final Approvals have been granted and all appeal periods applicable to the same have expired.

3.3 TGE has engaged a design firm (the "Design Firm") to produce the Plans, and TGE shall provide the County with a copy of the agreed upon contract, including estimated design fees, with the Design Firm (Attachment B). TGE shall be entitled to deduct all costs incurred in connection with the engagement of the Design Firm and the production of the Plans (such costs, the "Design Costs") from twelve million dollars to determine the amount of the TGE Contribution. TGE (and the Design Firm) shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the

most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works permitting policies as it relates to the construction plan set.

**Section 4. Obligations of County.**

4.1 The Treasurer shall maintain the TGE Contribution Chalk Bluff Road Account for the purpose of paying invoices and billing for road work. Expenditures shall be tracked and available for review regarding expenses paid from the Chalk Bluff Road Account. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project.

4.2 Within fourteen (14) days of receipt of the Plans from TGE, the County shall either (i) deliver its written approval of the Plans, which approval shall not be unreasonably withheld, conditioned, or delayed; or (ii) deliver to TGE a specific description of any deficiencies in the Plans and a specific explanation of how such deficiencies may be corrected.

4.3 TGE agrees to the County's request that TGE publish notice for bidders for construction of the Road Project, which notice shall nevertheless be in the name of the County, and the County shall provide to TGE appropriate language and instructions to comply with all notice requirements applicable to the Road Project, if any.

4.4 The County, in accordance with the conditions herein, shall hire and supervise appropriate contractors for all work related to the Road Project. The County shall enter into all necessary contracts within 90 days of TGE's delivery of a Full Investment Decision Notice, and any contractors hired by the County shall be capable of commencing work within 90 days of the date of selection of such contractor. The work to be completed will be based on the Plans supplied by TGE. The Design Firm will produce a construction plan set to be approved by Laramie County Public Works which will be used for the road work and to produce an RFB for the reconstruction and modification of the road. In compliance with applicable State law and County procedures, Laramie County will issue an RFB based on the approved construction plan set. Laramie County will, at its discretion and based on the terms of the RFB, select a competent bidder. The engagement and supervision of the contractor for the Road Project shall be the sole responsibility of the County. TGE shall not be responsible for any defects, delays, or other issues with the construction work on the Road Project, and no such issues shall delay TGE's right to proceed with the Solar Project pursuant to Section 5.1 hereof.

4.5 The County shall contribute two million five hundred thousand dollars (\$2,500,000.00) to the Road Project (the "County Contribution"). The County Contribution shall be deposited with the Treasurer in the Chalk Bluff Road Account. Expenditures from the County Contribution shall be tracked and available for review. Payment of funds from the County Contribution shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project. Disbursements from the Chalk Bluff Road Account shall be drawn equally from the County Contribution and the TGE Contribution until the County

Contribution is fully expended. Thereafter disbursements shall be drawn against the balance of the TGE Contribution.

4.6 In the event that the cost to complete the Road Project exceeds the sum of the County Contribution and the TGE Contribution, the County agrees to first seek to cover the excess amounts by requesting a modification of the impact assistance funding awarded by the Industrial Siting Council for the Cowboy Solar Project. Should the Industrial Siting Council deny the requested modification, the County and TGE shall negotiate on how to share the excess costs. Any portion of the TGE Contribution that has not been disbursed upon completion of the Road Project shall be returned to TGE.

4.7 Maintenance of the Road before, during, and after the Road Project shall be the sole responsibility of the County, and TGE shall have no responsibility for any such maintenance.

#### Section 5. Timelines; Coordination with Solar Project.

5.1 The Parties anticipate that commencement of any onsite work related to the Solar Project (outside of Road 203/Chalk Bluff Road construction) will begin June of 2025. TGE agrees to refrain from delivering modules, inverters, racking systems, and batteries to the Property prior to substantial completion of roadway improvements to the satisfaction of Laramie County Public Works. Notwithstanding the preceding sentence, and regardless of the status of the Road Project, TGE may commence all onsite work related to the Solar Project, including, without limitation, the work described in the preceding sentence, on the date that is one year after TGE's delivery of the TGE Contribution to the Treasurer. The County agrees that TGE shall have uninterrupted access to the Property via the Road, including during initial onsite project improvements and during later phases of onsite work, which initial work may include, without limitation, mobilization, mowing, topsoil stripping, grading, etc., with minimal use of heavy trucks to mobilize onsite equipment and operator traffic.

5.2 The Parties acknowledge that achieving Full Investment Decision requires completion of certain arrangements with third parties, as referenced in the Recitals, above, and accordingly, Full Investment Decision will be scheduled upon receipt of final third-party contracts. Accordingly, in addition to the County's approval of the Solar Project as contemplated herein having a duration of five years in accordance with Section 2-2-125(g)(i)(J) of the Laramie County Land Use Regulations, pursuant to Section 2-2-125(g)(i)(K), the County shall approve an extension thereof beyond such five (5) year period in the event Full Investment Decision has not been reached due to ongoing delays of third party actions otherwise necessary for full operation of the Solar Project (e.g., completion of necessary infrastructure by Black Hills Energy or similar).

#### Section 6. Adjustments; Unforeseen Circumstances.

6.1 The Parties acknowledge and agree that unforeseen circumstances may arise in the course of both the Road Project and the Solar Project, including, without limitation, issues related to pricing, availability of materials and services, site conditions, and weather. The Parties shall cooperate in good faith to resolve any such unforeseen circumstances as quickly as possible, time being of the essence. Notwithstanding the foregoing, in no circumstances shall TGE be responsible

for any unanticipated costs that are a result of action or inaction by the County. TGE, however, will bear any costs that relate solely to defects in the design process managed by TGE.

**Section 7. Waiver of Road Restoration Requirement.**

**7.1** TGE's performance of its obligations under this Agreement shall be in lieu of TGE's obligation, pursuant to Laramie County Code Section 2-2-125(c)(xiii), to restore the Road to its original or better condition upon completion of the Solar Project. The County agrees that TGE's obligations under Laramie County Code Section 2-2-125(c)(xiii) shall be fully satisfied by TGE's performance of its obligations under this Agreement, and TGE shall not be required to perform or make payments for any additional road work during or after completion of the Solar Project. TGE shall have no liability for damage to or wear and tear on Chalk Bluff Road associated with or as a direct or indirect result of the installation or construction of the Solar Project.

**Section 8. Remedies.**

**8.1** All remedies at law and equity shall be available to TGE in the event that the County fails to perform any obligation under this Agreement. Without limiting the generality of the preceding sentence, TGE shall be entitled to pursue consequential damages for the County's failure to perform under this Agreement, which consequential damages may include, but shall not be limited to, damages resulting from delays, complications, modifications, or other effects on the Solar Project. The County acknowledges that damages may be an inadequate remedy in the event that the County fails to fulfill its obligations hereunder. Therefore, in addition to any other remedies available at law or in equity, the County agrees that the remedy of specific performance is available to TGE and is intended to apply to the obligations of the County.

**8.2** The County does not waive its Sovereign Immunity as set forth in Wyoming Statute § 1-39-104(a) for Torts as described in that section. The parties, however, agree the County does not retain any immunity for any breach of this Agreement also as provided for in Wyoming Statute § 1-39-104(a).

**Section 9. Legality of County's Requirement of TGE Contribution.**

**9.1** In the event that the County's requirement that TGE contribute to the Road Project as a condition of granting the Approvals is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the County acknowledges and agrees that the Approvals will remain valid, and TGE may complete the Solar Project, regardless of whether the County is entitled to retain the TGE Contribution.

**Section 10. County's Authority.**

**10.1** The County's authority to enter into this Agreement and to require issuance of such permits as may be required is granted under the authority of state law, including but not limited to W.S. 24-1-104, Wyoming Statutes Title 34 Property, Conveyances and Security Transactions, Title 18 Counties, Title 15 Cities and Towns, Title 24 Highways, Title 9 Administration of the Government, Title 35 Public Health and Safety, Title 31 Motor Vehicles. Exclusion or absence from this enumerated list of any authority shall not abrogate or otherwise prevent exercise of any

authority or enforcement or same, granted to the County by law, regulation, or judicial decision or interpretation.

**Section 11. Notices.** All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted via email with delivery confirmed, or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

If to \_\_\_\_\_:

With copies to:

And

If to \_\_\_\_\_:

With copies to:

And

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email (provided that confirmation of email transmission is before 5:00 p.m. on a Business Day, and, if after such time, then on the next Business Day) or on the third Business Day following the date such notice is mailed in accordance with this Section. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided the other party in accordance with this Section 8; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

**Section 12. Time of Essence.** Time is of the essence of this Agreement.

**Section 13. Governing Law; Jurisdiction.** The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District. The foregoing provisions of this paragraph are agreed to by the parties to be a material inducement to enter into this Agreement.

Section 14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the County or TGE are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. Notwithstanding the preceding sentence, in no circumstances shall TGE have any obligations under this Agreement unless and until the County grants the final, unappealable Approvals as described in Section 1 hereof.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any electronic signature to this document or to any other certificate, agreement or document related to this transaction, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, any state electronic signatures and/or records act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereto waive any objection to the contrary. Without limiting the foregoing, the parties consent to the use of remote notarization if such notarial act is performed in accordance with the laws of the state governing the notarial act. "Electronic signature" as used herein includes (a) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record (including any signature affixed by DocuSign), and (b) any facsimile or .pdf signature.

Section 17. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 18. Assignability. TGE may assign its rights under this Agreement to (a) any entity controlling, controlled by, or under common control with TGE, or (b) any successor-in-interest to TGE in the Solar Project, in each case without the County's prior written consent, and upon such assignment TGE will be released from all obligations under this Agreement.

Section 19. Modifications; Waiver. No waiver, modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

Section 20. Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby

Section 21. No Personal Liability of Officers or Directors.

21.1 The Parties acknowledge and agree that this Agreement is entered into by TGE as a legal entity and agree that no individual officer, member, shareholder, employee or representative of TGE shall have any personal liability under this Agreement. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties



hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 22. Computation of Time. In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. All times stated herein are by reference to Mountain Time.

Section 23. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or relating to any disputes or a default by any party in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

[signatures on following page]

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

**TGE:**

TGE, INC.,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY:**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

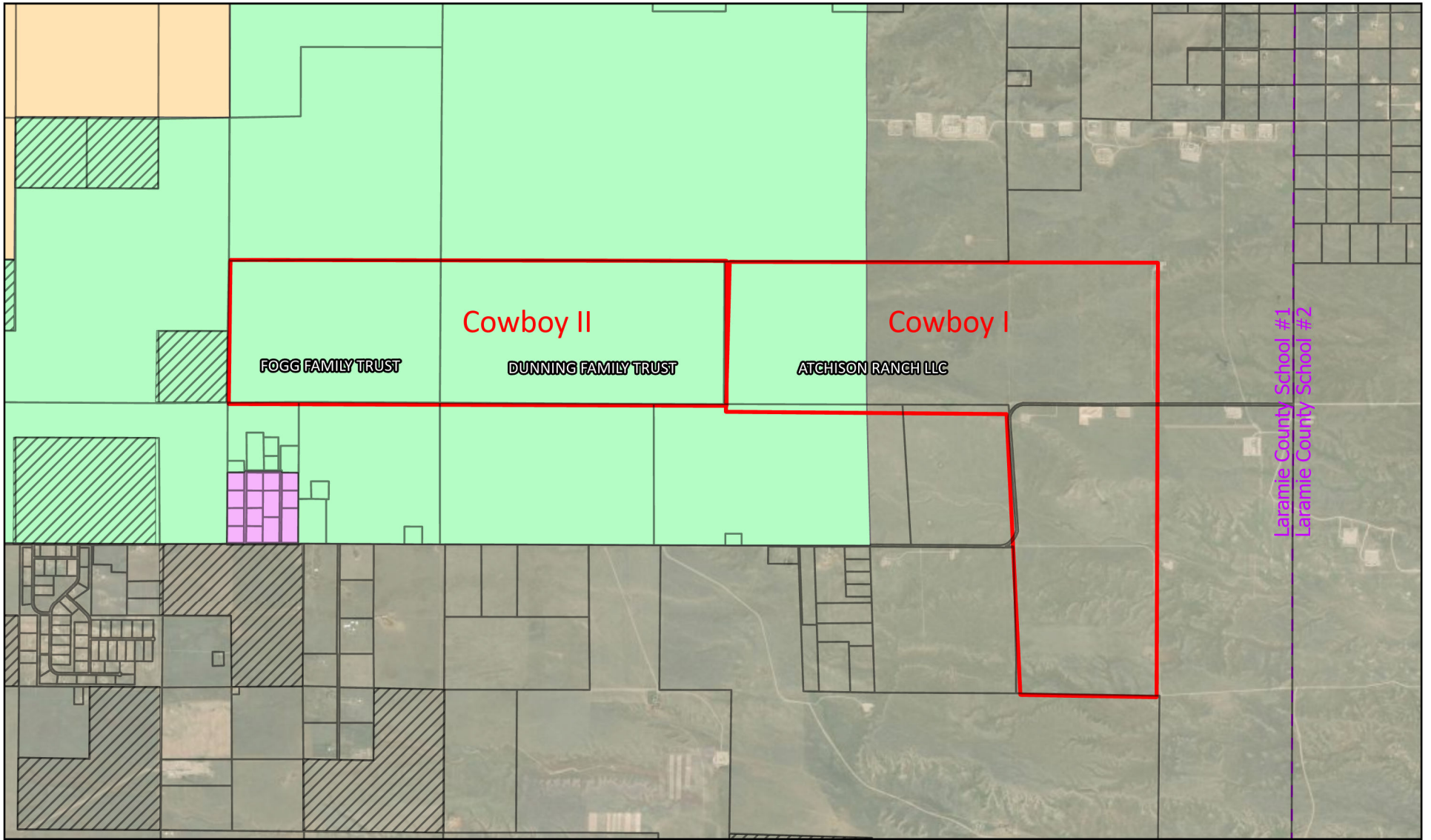
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

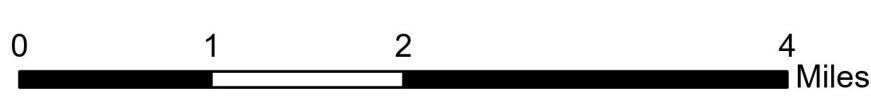
**Legal Description of Cowboy Solar Property**

**EXHIBIT B**  
**Description of Road**

32512984\_v4



**Cowboy Solar Project**  
Laramie County, Wyoming



**Legend**

- |                          |                                    |
|--------------------------|------------------------------------|
| Project Area             | AGRICULTURAL                       |
| School District Boundary | AGRICULTURAL AND RURAL RESIDENTIAL |
| Private Land             | PLANNED UNIT DEVELOPMENT           |
| State Land               |                                    |

December 1, 2023

**RE:** Notice of Proposed Cowboy Solar Project, ISD Application

Dear Interested Party,

We are writing to notify you that Enbridge, Inc. is planning to submit an Industrial Siting Permit application to the Wyoming Department of Environmental Quality (WDEQ), for the proposed construction and operation of the Cowboy Solar Project in Laramie County, Wyoming no sooner than 30 days following the posting of this letter. The application will be prepared in accordance with the Wyoming Status (W.S.) §35-12-109 of the Industrial Development Information and Siting Act (ISA).

The Cowboy Solar Project would be located entirely on leased private lands in unincorporated Laramie County, approximately 4 miles southeast of the City of Cheyenne. The Project would consist of two phases: Cowboy Solar I and Cowboy Solar II. These phases are located adjacent to one another east of U.S. Highway 85 (US-85) and both north and south of Chalk Bluff Road (County Road 203). Cowboy I would be developed on 2,600 acres of leased private land and would include a 421 Megawatt alternating current (MWac) solar facility and a 136 MW battery energy storage project. Cowboy II would be developed on 1,680 acres of leased private land and would include a 371 MWac solar facility and a 133 MW battery energy storage project. The Project will generate enough electricity to power 73,000 homes annually. However, the goal of the Project is for the electricity to be used by large industrial corporate customers in Wyoming. An included project vicinity map shows the locations of both Cowboy I and Cowboy II.

Project components would include solar panels, respective battery energy storage system, access roads, and other associated facilities. Cowboy Solar I and Cowboy Solar II are proposed to have a total of 901,512 and 754,623 solar panels, respectively. The solar panels would be located adjacent to each other on trackers, which will rotate based on the relative location of the sun. Trackers would be arranged in inverter blocks, with a total of 106 inverters for Cowboy Solar I and 94 inverters for Cowboy Solar II. All project components would be contained within the fenced project boundaries. The project layout was developed to minimize noise, visual, and traffic impacts to the surrounding community.

Cowboy Solar I is anticipated to begin construction in 2025, with a commercial operation date of fall 2026. Cowboy Solar II is anticipated to begin construction in 2026 with a commercial operation date of fall 2027. Enbridge is committed to siting and developing the project in a manner that minimizes impact to the environment.

Development of the project will require approval from the WDEQ Industrial Siting Division and from Laramie County, via their land use permitting process. Laramie County will hold a Board of County Commissioners hearing during their review of the forthcoming land use permit application



for this project. You may be notified of the time and location of the public hearings associated with these processes, as they progress.

Cowboy Solar welcomes your input as part of the public involvement process.

You may provide comments via email to:

Christian Dick  
Project Development Director  
[power.operations@enbridge.com](mailto:power.operations@enbridge.com)

Or via mail to:

Attn: Christian Dick  
Enbridge, Inc.  
15725 Dallas Parkway, Suite 550  
Addison, TX 75001

A handwritten signature in black ink that reads 'Christian F. Dick'.

Christian Dick  
Director, Project Development  
Enbridge

Learn more at [www.enbridge.com/cowboysolar](http://www.enbridge.com/cowboysolar)

# Cowboy Solar Project



## About Enbridge

At Enbridge, our goal is to be the first-choice energy delivery company in North America and beyond – for customers, communities, investors, regulators and policymakers, and employees. We move roughly 30% of the crude oil produced in North America and 20% of the natural gas consumed in the United States. Our gas distribution and storage business also serves 3.9 million retail customers in Ontario and Quebec.

We have committed to reducing our emissions intensity 35% by 2030, being net-zero by 2050, and investing in renewables to help support the energy transition.

With our partners in the U.S., Canada, France, Germany, and England, we

have built a portfolio of over 5.2 GW of wind, offshore wind, and solar projects.

Enbridge is an experienced energy asset operator with an excellent record in safety, reliability, and as a community partner. Our 24/7 Remote Operations Center monitors our assets to ensure they are performing efficiently and safely.

We are a full life-cycle community partner, from project development, through operation, to an asset's end of life, including equipment removal and land reclamation. Last year, we became one of the first in Canada to fully remove a renewable energy project and reclaim the land.

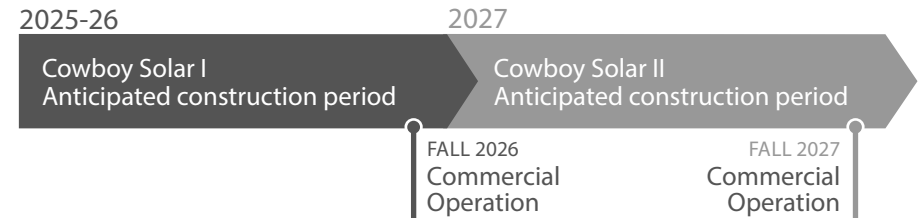
## About the project

Cowboy I is proposed as a 421 MWac, 136 MW battery storage project. Cowboy I would be located within 2,600 acres of the 3,359-acre parcel area.

Cowboy II is proposed as a 371 MWac, 133 MW battery storage project. Cowboy II would be located within 1,680 acres of the 2,270-acre parcel area.

Enbridge is committed to siting the project in a manner that minimizes impacts to the environment.

## Construction Timeline



## Financial Impact in Wyoming

More than **24.4 million** paid in property tax



**\$120,000** paid in sales and use taxes, **\$47,000** paid in payroll taxes



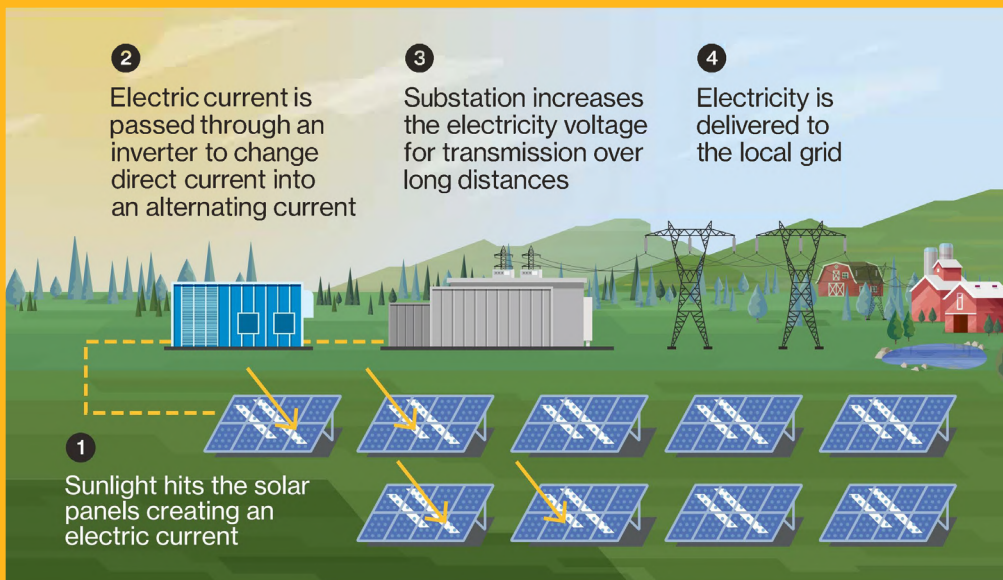
Paid **\$3.3 million** in wages to 35 Wyoming-based employees



Invested **\$40 million** in capital expenditures and **\$36,500** in community grants in 2022







## About Cowboy Solar

The goal of this project is for the electricity to be used by large industrial corporate customers within Wyoming.

### Cowboy Solar I

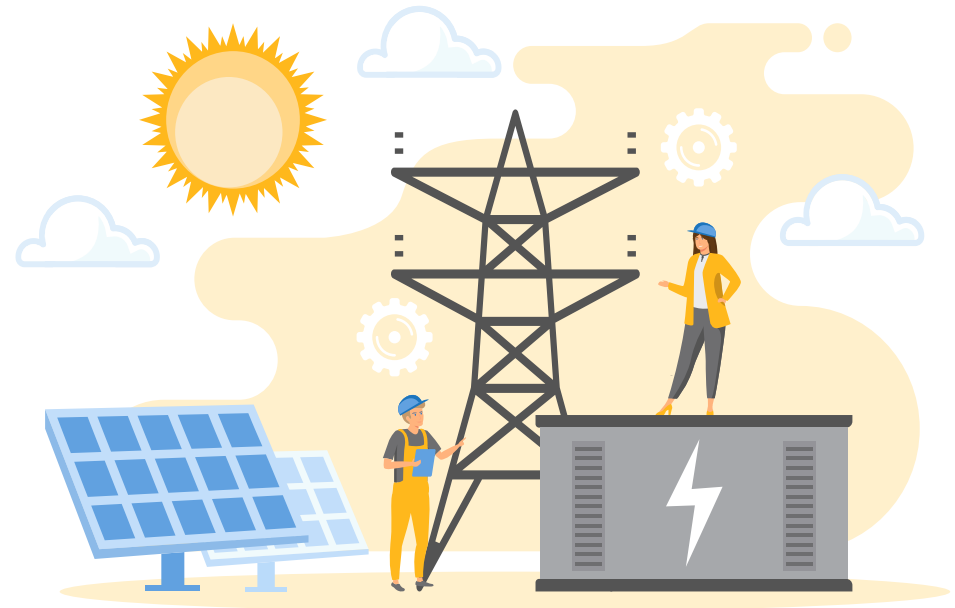
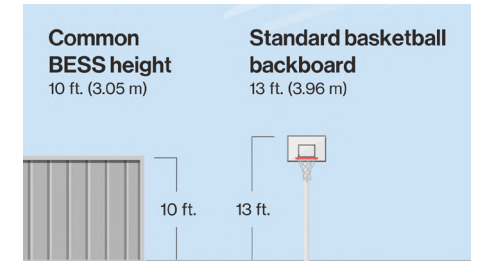
- This phase is located east of U.S. Highway 85 (US-85) and both north and south of Chalk Bluff Road (County Road 203)
- Point of Interconnect: Sweetgrass Substation 230kV Buss

### Cowboy Solar II

- This phase is located immediately west of Cowboy Solar I and is located north of Chalk Bluff Road.
- Point of Interconnect: Onsite, Line Tap of Ready Wyoming 230kV Transmission Line

## Battery Energy Storage System (BESS)

- BESS do not generate their own electricity, but store charge from other sources
- They support grid reliability by providing stored power when demand is high
- BESS do not create water or air pollution
- There are over 9.3 GW of BESS projects operating in the US



Scan here to learn more about the Cowboy Solar Project.



[www.enbridge.com/cowboysolar](http://www.enbridge.com/cowboysolar)

### Contact

Christian F. Dick  
 Director of Project Development  
[power.operations@enbridge.com](mailto:power.operations@enbridge.com)



## Bryce Hamilton

---

**From:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Sent:** Thursday, March 21, 2024 12:10 PM  
**To:** Bryce Hamilton  
**Subject:** Re: Project

Good afternoon,  
Looking over the document and knowing where they might be pointed, I could see a potential for interference with aircraft. Aircraft are at an altitude of 1,000-2,200 feet off the ground in that area. It could become a blinding factor. I am not sure if they have studies or would need to perform some air study showing it would not be.

Kyle Malacina, A.C.E.  
Director of Properties and Compliance  
Cheyenne Regional Airport  
Cell: 307-421-5332

---

**From:** Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Sent:** Thursday, March 21, 2024 10:50 AM  
**To:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Subject:** RE: Project

Good morning Kyle, just following up on the status of this. Their ISD hearing is on Monday, and we're meeting with them tomorrow to go over the County's concerns from agency reviews.

*Bryce Hamilton*  
Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Bryce Hamilton  
**Sent:** Monday, March 11, 2024 10:24 AM  
**To:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Subject:** RE: Project

Hi Kyle:

## 2.6 Major Project Components

The major project components are listed below.

### *Photovoltaic Panels (600 - 625W Runergy PV Modules)*

PV Solar Panels will be installed on top of the racking system that is supported by I-beam foundations.

The modules will rotate with the racking system as they track the sun from east to west throughout the day – allowing them to capture energy from the sun most efficiently.

### *Racking Wiring*

The PV Solar panels are wired in series. This allows for the voltage of the panels to add together, but the amperage remains the same. Panels wired in series allows the voltage of the array to increase.

### *Solar PV Panel Tracker System (NX Horizon-XTR)*

The trackers used for the Project will be manufactured by Nextracker, a provider of intelligent, integrated solar tracker and software solutions used in utility-scale and ground-mounted distributed generation solar projects around the world (Nextracker 2023). The NX Horizon-XTR is a terrain-following tracker which conforms to natural terrain, to reduce cut and fill earthwork and pier lengths.

This is on page 13 of the document. I believe this means that they may be relatively straight upwards when the sun is directly overhead.

*Bryce Hamilton*

Associate Planner

**Laramie County Planning & Development**

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Kyle Malacina <[kmalacina@cheyenneairport.com](mailto:kmalacina@cheyenneairport.com)>

**Sent:** Monday, March 11, 2024 9:49 AM

**To:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>

**Subject:** Project

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Good morning,

I am reviewing the documents currently. Some are very slow to load. One item you might be able to answer for me quickly. Do you know which way the solar panels will be pointed (E, SE, S)?

Thanks!

Kyle Malacina, A.C.E.

Director of Properties and Compliance

Cheyenne Regional Airport  
Cell: 307-421-5332

**Cowboy Solar Project**  
**Wyoming Industrial Siting Council Docket DEQ/ISC 23-03**  
**State Agency Comment Form**

**Response required to Industrial Siting before *February 10, 2024***

Instructions:

- a. Your agency is required by W. S. 35-12-110(c) to provide this information.
- b. Please print or type.
- c. A letter providing all required information may substitute for this form.
- d. Use additional pages as necessary.
- e. Consider only the aspects of the project which are in your *agency's* area of expertise.

Name of Agency: ***Wyoming State Engineer's Office***

This form was prepared by (name and title):

*Lisa Lindemann, Administrator*  
*Ground Water Division*  
*(307) 777-5063*  
[\*lisa.lindemann@wyo.gov\*](mailto:lisa.lindemann@wyo.gov)

*Michelle Hubbard, River Basin Coordinator*  
*Interstate Streams Division*  
*(307) 777-7641*  
[\*michelle.hubbard@wyo.gov\*](mailto:michelle.hubbard@wyo.gov)

*Jed Rockweiler, Administrator*  
*Surface Water Division*  
*(307) 777-6202*  
[\*Jed.rockweiler@wyo.gov\*](mailto:Jed.rockweiler@wyo.gov)

From the expertise of the agency, should the Industrial Siting Council *deny* a permit for the construction and operation of the project?

1. The agency has no reason to recommend denial of a permit. Check here   *X*
2. The agency recommends denial of the permit. Check here      and provide reasons:

From the area of expertise within the agency, the Industrial Siting Council should consider the following as permit conditions on the construction or operation of the project (list):

*Provided the necessary permits are obtained from the State Engineer's Office (SEO), the SEO does not have any suggested Industrial Siting Council (ISC) permit conditions on the construction or operation of the project, as proposed.*

Describe the regulatory jurisdiction which your agency has over aspects of the project.

1. If no regulatory authority, then check here      and do not complete the remaining statements.
2. Regulation is by the following statutes:

*The SEO's regulatory authority over water rights, administration, and control of the waters of the state are provided in W.S. §41-1-101 through 41-4-517.*

### Water Supply and Yield Analysis Plan

*W.S. 35-12-108 requires the SEO to review any submitted water supply and water yield analysis for ISC projects proposing to use more than 800 acre-feet or more of water per year, and to render a preliminary and final opinion as to the quantity of water available for the proposed facility. The preliminary opinion will be made available for public comment, and the State Engineer will consider submitted comments in preparing a final opinion. The State Engineer's final opinion will be binding on the Industrial Siting Council (ISC).*

*Enbridge Inc. (the Applicant) is planning to develop the Cowboy Solar Project. Water is necessary during construction of the Project, primarily for dust abatement, but also for concrete work and grading efforts. Water usage will be coordinated with the landowners with each new year to identify the feasibility of sourcing water from existing wells. When needed, water will be hauled from offsite via agreements with licensed water providers. The Project will not require a water system for power production. The O&M team will deliver water using trucks to clean solar panels on a semi-annual basis.*

*Enbridge reportedly conducted a water yield analysis in accordance with W.S. 35-12-108(a) to determine water usage requirements for Project construction. A water usage estimation was performed for both Project phases, Cowboy Solar 1 (2,215 acres) and Cowboy Solar II (1,630 acres). A conservative estimate of 60 acre-feet of water was utilized for each 10-month construction period. It should be noted that water usage will vary from day-to-day, depending on the construction activities taking place. Since the total construction water usage does not exceed 800 acre-feet annually, Enbridge anticipates coordination with the State Engineer is not necessary to verify water quantity.*

### Groundwater and Surface Water Permits

*Any use of water at Enbridge's proposed facility will require approved groundwater and/or surface water permits from the State Engineer's Office prior to the beneficial use of water (W.S. §41-3-930, §41-4-501, and §41-3-301).*

*Any approved permit(s) may have additional conditions and limitations attached.*

*If new water wells are constructed for the project, or work is conducted on existing wells, Wyoming-licensed water well drilling contractors and water well pump installation contractors are required to perform that work.*

*All wells must be completed compliant with the State Engineer's Office Water Well Minimum Construction Standard.*

### Laramie County Groundwater Control Area

*As defined in Enbridge's ISD application, the proposed project is located in the Conservation Area of the Laramie County Groundwater Control Area. As such, groundwater use and development is subject to the Order of the State Engineer – Laramie County Control Area (2015) (see <https://seo.wyo.gov> > News and Press Releases > State Engineer Orders Corrective Control in the Laramie County Control Area > State Engineer LCCA Order Download*

### Temporary Water Use Agreements

*If water (groundwater or surface water) is “sourced locally”, an approved temporary water use agreement (TWUA) with an existing area appropriator that has a valid water right, a demonstrated history of use, and the ability to forego the permitted beneficial use of water in order to provide water on a temporary basis to the Cowboy Energy Project. Any TWUA must be approved by the State Engineer’s Office/Surface Water Division prior to the beneficial use of water (W.S. §41-3-110).*

### Long Term Dewatering

*If long-term dewatering is anticipated, an approved groundwater permit may be required by the State Engineer’s Office. If dewatering is a short-term activity (i.e., during the construction process only), a permit may not be required.*

### Board of Control Petitions

*Any changes in beneficial use of an adjudicated water right must be approved by the Board of Control (W.S. §41-3-104).*

### Interstate Streams Division

*If Enbridge anticipates using water for the construction and maintenance of this project from the North Platte River, or its tributaries, mitigation of that use may be required if certain criteria are met. To avoid creating new depletions to the system and therefore having to mitigate for that use the SEO – Interstate Streams Division recommends the following:*

- I. *Drill a non-hydrologically connected groundwater well (maps identifying areas where groundwater is non-hydrologically connected to the North Platte System are available at <https://seo.wyo.gov/interstate-streams/know-your-basins/platte-river-basin>).*
  - II. *Enter into a Temporary Water Use Agreement (TWUA) with an existing area appropriator that has a valid water right, a demonstrated history of use, and the ability to forego their permitted beneficial use of water in order to provide water on a temporary basis to the Project.*
3. *Attach a statement of your agency’s ability to regulate impacts of the project.*

**41-3-503. Superintendents; duties generally.** *Said division superintendent shall have general control over the water commissioners of the several districts within his division. He shall, under the general supervision of the state engineer, execute the laws relative to the distribution of water in accordance with the rights of priority of appropriation, and perform such other functions as may be assigned to him by the state engineer. It shall be the duty of said division superintendent to regulate and control the storage and use of water under all rights of appropriation which have been adjudicated by the board of control or by the courts, and to regulate and control the storage and use of water under all permits approved by the state engineer, whether the rights acquired thereunder have been adjudicated or not.*

**41-3-909. State engineer; powers generally.** (a) In the administration and enforcement of this act and in the effectuation of the policy of the state to conserve its underground water resources, the state engineer is authorized and empowered on advice and consent of the board of control: (i) To prescribe such rules and regulations as may be necessary or desirable to enable him to efficiently administer this act; (ii) To require such reports from well drillers as may be necessary or desirable; (iii) To require such annual reports from underground water users as may be necessary or desirable; (iv) To make such investigations as may be necessary or desirable, and to cooperate in such investigations with agencies of the United States, agencies of this state or any other state, political subdivision of this state, any public or private corporation, or any association or individual; (v) To make regulations concerning the spacing, distribution and location of wells in critical areas; (vi) To establish standards for the construction of wells, to work with the division advisory board, governmental subdivisions, and water user organizations to encourage the adoption of local standards of beneficial use and methods of conveyance and application of water designed to conserve and prevent waste of supplies; (vii) To require, whenever practical, all flowing wells to be so capped or equipped that the flow of water can be stopped when the wells are not in use, and to require both flowing and nonflowing wells to be so constructed and maintained as to prevent the waste of underground water either above or below the land surface; (viii) To require the abatement of any condition, or the sealing of any well, responsible for the admission of polluting materials into an underground water supply; (ix) To delegate any of the duties and powers imposed or granted by this act, to the deputy state engineer or to an assistant state engineer, or other qualified member of his staff; (x) To bring suit to enjoin the construction of illegal wells or the withdrawal or use of water therefrom, or to enforce any of the provisions of this act or of orders issued thereunder, and to intervene in any action or proceeding when it appears that the determination of such action or proceeding may result in the depletion of underground water resources of the state contrary to the policy expressed in this act.

**41-3-911. Authority to order interfering appropriator to cease withdrawals of water; hearing complaints by appropriators.** (a) Whenever a well withdrawing water for beneficial purposes shall interfere unreasonably with an adequate well developed solely for domestic or stock uses as defined in W.S. 41-3-907, whether in a control area or not, the state engineer may, on complaint of the operator of the stock or domestic well, order the interfering appropriator to cease or reduce withdrawals of underground water, unless such appropriator shall furnish at his own expense, sufficient water at the former place of use to meet the need for domestic or stock use. In case of interference between two (2) wells utilizing water for stock or domestic use as defined in W.S. 41-3-907, the appropriation with the earliest priority shall have the better right. (b) Any appropriator of either surface or underground water may file a written complaint alleging interference with his water right by a junior right. Complaints are to be filed with the state engineer and are to be accompanied by a fee of one hundred dollars (\$100.00) to help defray costs of investigation. This section is not applicable to interference between two (2) surface water rights. Upon receiving the complaint and fee, the state engineer shall undertake an investigation to determine if the alleged interference does exist. Following the investigation, the state engineer shall issue a report to all interested parties stating his findings. The report may suggest various means of stopping, rectifying or ameliorating the interference or damage caused thereby. (c) Any interested appropriator who is dissatisfied with the results of the foregoing procedure may proceed under the applicable provisions of the Wyoming Administrative Procedure Act. If a hearing is to be held, it shall be held before the appropriate water division superintendent. The superintendent shall report to the board of control at its next meeting. The board shall issue its order to include findings of fact and conclusions of law.



**41-3-916. Priority of rights when 1 source of supply.** *Where underground waters in different aquifers are so interconnected as to constitute in fact one source of supply, or where underground waters and the waters of surface streams are so interconnected as to constitute in fact one source of supply, priorities of rights to the use of all such interconnected waters shall be correlated and such single schedule of priorities shall relate to the whole common water supply. The state engineer may by order adopt any of the corrective controls specified in W.S. 41-3-915.*

## Bryce Hamilton

---

**From:** Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>  
**Sent:** Wednesday, March 13, 2024 8:14 AM  
**To:** Bryce Hamilton  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

Thank you Bryce! Appreciate it.

*Thanks,*

### Tracy Rogers | Realty Technician

Wyandotte Services on contract to

Western Area Power Administration | Rocky Mountain Region | Loveland, CO

(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:wapa.gov)



---

**From:** Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Sent:** Tuesday, March 12, 2024 12:06 PM  
**To:** Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

**EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK.**  
**Forward any suspicious e-mail to [spam@wapa.gov](mailto:spam@wapa.gov), or call WITCC at (720) 962-7111.**

Hi Tracy, thanks for the info. I'll add this in as your commentary for the project for the present time.

*Bryce Hamilton*

Associate Planner

### Laramie County Planning & Development

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Rogers, Tracy (CONTR) <[Rogers@WAPA.GOV](mailto:Rogers@WAPA.GOV)>  
**Sent:** Tuesday, March 12, 2024 11:41 AM  
**To:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Good morning Bryce,

On this particular project **Cowboy Solar II** will encroach in our easements so I'm waiting for details and our applications to be returned from the applicant Christian Dick.

**Cowboy Solar I** we have no conflict with.

I am the person that takes care of all planning for WAPA in the Rocky Mountain Region and can easily be reached and will respond quickly unless out of the office.

Thanks for reaching out! Please let me know if you have any other questions.

*Thanks,*

**Tracy Rogers | Realty Technician**

Wyandotte Services on contract to

Western Area Power Administration | Rocky Mountain Region | Loveland, CO

(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:wapa.gov)



---

**From:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>

**Sent:** Tuesday, March 12, 2024 10:15 AM

**To:** Rogers, Tracy (CONTR) <[Rogers@WAPA.GOV](mailto:Rogers@WAPA.GOV)>

**Subject:** [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

**EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK.**

**Forward any suspicious e-mail to [spam@wapa.gov](mailto:spam@wapa.gov), or call WITCC at (720) 962-7111.**

Good morning Tracy, I am looking into the statuses on some reviews for this project and noticed WAPA's is still pending. Would you be able to give us some commentary by next Thursday the 21<sup>st</sup> by chance? Please let me know.

Best regards,

*Bryce Hamilton*

Associate Planner

**Laramie County Planning & Development**

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)



## WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

### GOVERNOR

Mark Gordon

### DIRECTOR

Brian R. Nesvik

### COMMISSIONERS

Ralph Brokaw-President

Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

March 21, 2024

WER 15046.03

Laramie County Planning & Development

Cowboy Solar I & II Project Review

Laramie County

Bryce Hamilton

Associate Planner

Laramie County Planning & Development

3966 Archer Pkwy

Cheyenne, WY 82009

Bryce.hamilton@laramiecountywy.gov

Dear Ms. Hamilton,

We appreciate the ability to comment to Laramie County on the Cowboy Solar Project. Attached is a recent review (Wildlife Environmental Review 15046.03) of the Cowboy Solar Project we provided to The Wyoming Department of Environmental Quality – Industrial Siting Division. These comments continue to be valid and we are continuing to work with the proponent to ensure the best outcome for wildlife and their habitat.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Chris Henkel, Habitat Protection Biologist, at 307-777-2533.

Sincerely,

Will Schultz

Habitat Protection Supervisor

WS/ch/kgb



## WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

### GOVERNOR

Mark Gordon

### DIRECTOR

Brian R. Nesvik

### COMMISSIONERS

Ralph Brokaw-President

Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

February 8, 2024

WER 15046.03  
Department of Environmental Quality  
Industrial Siting Division  
Enbridge Inc.  
Cowboy Solar Project  
Section 109 Permit Application  
DEQ/ISC 23-03  
Laramie County

Jenny C. Staeben  
Department of Environmental Quality  
Administrator, Industrial Siting Division  
200 West 17<sup>th</sup> Street  
Cheyenne, WY 82002  
jenny.staeben2@wyo.gov

Dear Ms. Staeben,

The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed Cowboy Solar Project Section 109 Permit Application in Laramie County. The Department is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Pursuant to our mission and responsibilities, we offer the following comments for your consideration.

The proposed project is a two-phased, 771-megawatt (MW) industrial-scale photovoltaic (PV) solar facility located within a 5,425 lease-acre area of private agricultural rangeland approximately 4 miles southeast of Cheyenne and 3 miles east of U.S. Highway 85. The proposed development will include a total of approximately 1,656,135 solar panels, 269 MW Battery Energy Storage System (BESS), transmission towers, substations, and access roads. Construction is anticipated to begin in 2025 with an initial operational date for the first phase of the project, Cowboy Solar I, in the fall of 2026. The project's second phase, Cowboy Solar II, is anticipated to be fully operational by August of 2027. Electricity produce by the solar facility is intended for use by large industrial corporate customers in Wyoming.

### **Review of Section 109 Permit Application:**

#### **3.2 Construction Workforce, 9.5.2 Construction Impacts**

Given the details of construction traffic and peak construction workforce employment, the Department recommends the following measures to minimize human and wildlife conflicts:

- Reduce overall vehicular traffic by bussing crews to the work site.
- Prohibiting dogs (excluding service dogs) from the project site.

## **9.9 Biological Resources**

We commend the proponent for locating the proposed facility outside of sensitive wildlife habitat areas and values the planning and good faith effort to minimize impacts to wildlife throughout project siting and design.

### **9.9.1 Terrestrial Wildlife**

The Department thanks Enbridge for the following commitments to minimize impacts to big game:

- The use of wildlife exclusion perimeter fencing which includes strategic ingress/egress points to allow for safe passage should big game inadvertently become entrapped.
- Continued consultation on avoidance, minimization, and mitigation measures for big game impacted by the project including an additional north-to-south big game pathway through the project area.
- Instituting the Department's recommended 500-foot development buffers around Porter Draw.

### **9.9.3 Wyoming Game and Fish Coordination, 9.9.3.1 Wildlife Monitoring Plan**

Enbridge has been committed to following the wildlife review process detailed in the Department's Guidelines for Wind and Solar Energy. The proponent proactively coordinated with the Department during site selection and early project development and continues to collaboratively identify project impacts and mitigation measures. We anticipate this coordination to continue during the Wildlife Monitoring Plan development.

## **9.11 Vegetation and Pests**

We appreciate the proponent's commitment to monitor and manage for noxious weeds included in the State of Wyoming and Laramie County noxious weeds lists. Given construction activities can facilitate the introduction of invasive annual grasses (IAG) as well as noxious weeds, the Department recommends:

- Developing and implementing a plan to control noxious weeds and IAGs following construction, throughout the life of the project, and following decommissioning.

## **9.13 Cumulative Impacts**

Commercial solar power development can result in habitat loss and degradation due to significant infrastructure, increased human activity, and industrial noise and lighting. Wildlife mortality may increase due to collisions with power lines, fencing, panels, construction traffic, and other infrastructure. The Department commends Enbridge for mitigating cumulative wildlife impacts

Jenny C. Staeben  
February 8, 2024  
Page 3 of 3 – WER 15046.03

through siting considerations, project layout, appropriate fencing, and establishing movement pathways for big game. To further reduce impacts, we recommend:

- Minimizing artificial light in order to avoid and minimize impacts on migration, foraging, reproduction, and other animal behaviors.
- Burying power and transmission lines to reduce avian mortality as a result of collision with or electrocution by power and transmission lines.
- Employing bird diverters on fencing, to avoid avian mortality as a result of collision with fencing.

### **Recommended Permit Commitments**

The Department recommends including the following commitment in the approved Section 109 Permit:

- Develop and finalize a signed Wildlife Monitoring Plan. This plan should outline the projected fish and wildlife impacts and address how impacts will be mitigated.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Chris Henkel, Habitat Protection Biologist, at 307-777-2533.

Sincerely,



Will Schultz  
Habitat Protection Supervisor

WS/ch/kgb

cc: U.S. Fish and Wildlife Service  
Chris Wichmann, Wyoming Department of Agriculture

# Permit Notes

**Permit Number:** PZ-24-00015

**Parcel Number:** 12650110000300

**Submitted:** 01/18/2024

**Site Address:** 3583 ROAD 203

**Technically Complete:** 02/14/2024

**Applicant:** Enbridge Inc.  
**Owner:** DUNNING FAM TR  
**Project Description:** 8 1/2 Section Solar Facility

Cheyenne, WY 82007

**Approved:**  
**Issued:**

<u>Begin Date</u>	<u>End Date</u>	<u>Permit Area</u>	<u>Subject</u>	<u>Note Type</u>	<u>Note Text</u>	<u>Created By</u>
02/14/2024		Application	PZ-24-00015	GENERAL	taxes are current as of 02/14/24	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	GENERAL	taxes are current as of 02/14/24	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	POP-UP	NOTE TO REVIEWERS:  Most of the submittals for this project are located in the Application submittal. The applicant put together a single PDF which contains most of the requisite information and is clickable to take you from the table of contents to wherever you need to go. The drainage report was produced separately, and the technical site plans have also been uploaded separately for your review. Hydrology, biological, and weeds reports have also been added as of 2/28 in the Supplemental Information submittals.  Please take your time with review comments on this project.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	POP-UP	NOTE TO REVIEWERS:  Most of the submittals for this project are located in the Application submittal. The applicant put together a single PDF which contains most of the requisite information and is clickable to take you from the table of contents to wherever you need to go. The drainage report was produced separately, and the technical site plans have also been uploaded separately for your review. Hydrology, biological, and weeds reports have also been added as of 2/28 in the Supplemental Information submittals.  Please take your time with review comments on this project.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/15/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	Per Laura Pate, no comment from Real Estate office	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/15/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	Per Laura Pate, no comment from Real Estate office	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV



## Permit Notes

02/21/2024	Application	PZ-24-00015	GENERAL	1.Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have low trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.	CHRISTOPHER.YA NEY@LARAMIECO UNTYWY.GOV
02/21/2024	Application	PZ-24-00015	GENERAL	1.Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have low trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.	CHRISTOPHER.YA NEY@LARAMIECO UNTYWY.GOV
02/22/2024	Application	PZ-24-00015	GENERAL	Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informational purposes, no response is required)	SETH.LLOYD@LA RAMIECOUNTYWY .GOV
02/22/2024	Application	PZ-24-00015	GENERAL	Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informational purposes, no response is required)	SETH.LLOYD@LA RAMIECOUNTYWY .GOV
02/23/2024	Application	PZ-24-00015	GENERAL	Shall meet the intent of IFC 2021 Project size and scope large and comments shall reflect all work areas. Chapter 5, Fire Service Features, ALL. Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control. Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unkown lithium-ion Battey system is not defined in application. ***1207.1.5 Large-Scale fire test section as defined*** Appendix D Fire Apparatus Access Roads, ALL sections. Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria. Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD # 1 for fire suppression with dry hydrants, located in Project site I and II.	DARRICK.MITTLES TADT@LARAMIEC OUNTYWY.GOV

## Permit Notes

02/23/2024	Application	PZ-24-00015	GENERAL	<p>Shall meet the intent of IFC 2021</p> <p>Project size and scope large and comments shall reflect all work areas.</p> <p>Chapter 5, Fire Service Features, ALL.</p> <p>Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control.</p> <p>Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unknown lithium-ion Battery system is not defined in application. ***1207.1.5 Large-Scale fire test section as defined***</p> <p>Appendix D Fire Apparatus Access Roads, ALL sections.</p> <p>Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria.</p> <p>Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD # 1 for fire suppression with dry hydrants, located in Project site I and II.</p>	<p>DARRICK.MITTLES TADT@LARAMIEC OUNTYWY.GOV</p>
02/23/2024	Workflow	COUNTY ASSESSOR REVIEW	GENERAL	No comments.	CINDY.KEMIVES@LARAMIECOUNTY WY.GOV
02/23/2024	Workflow	COUNTY ASSESSOR REVIEW	GENERAL	No comments.	CINDY.KEMIVES@LARAMIECOUNTY WY.GOV
02/23/2024	Workflow	PLAN REVIEW BY BUILDING	GENERAL	<p>Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.</p> <p>2021 IFC requires water supplies to be within 400' of all new buildings.</p> <p>Fire apparatus access roads required per IFC 2021 Section 503.</p> <p>Building permits shall be required for all new building construction.</p> <p>Laramie County has adopted the 2021 I-codes and the 2023 NEC.</p>	DANIEL.PETERS@LARAMIECOUNTY WY.GOV

## Permit Notes

02/23/2024	Workflow	PLAN REVIEW BY BUILDING	GENERAL	<p>Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.</p> <p>2021 IFC requires water supplies to be within 400' of all new buildings.</p> <p>Fire apparatus access roads required per IFC 2021 Section 503.</p> <p>Building permits shall be required for all new building construction.</p> <p>Laramie County has adopted the 2021 I-codes and the 2023 NEC.</p>	DANIEL.PETERS@ LARAMIECOUNTY WY.GOV
02/26/2024	Application	PZ-24-00015	GENERAL	<p>Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.</p> <p>Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.</p> <p>WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the traveling public: "If glare from the solar panels become an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. [insert name of solar farm company] shall be responsible for the costs associated to develop, install, and maintain the solar mitigation improvements."</p>	TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV
02/26/2024	Application	PZ-24-00015	GENERAL	<p>Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.</p> <p>Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.</p> <p>WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the traveling public: "If glare from the solar panels become an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. [insert name of solar farm company] shall be responsible for the costs associated to develop, install, and maintain the solar mitigation improvements."</p>	TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV

## Permit Notes

02/26/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.	MOLLY.BENNETT@LARAMIECOUNTY.WY.GOV
02/26/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.	MOLLY.BENNETT@LARAMIECOUNTY.WY.GOV
02/27/2024	Application	PZ-24-00015	GENERAL	<p>1.The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed with the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.</p> <p>2.Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.</p> <p>3.The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).</p> <p>4.I concur with the analysis provided in the Preliminary Drainage Report and its findings.</p> <p>5.Access and right-of-way permits will be required for the new accesses.</p> <p>6.The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.</p> <p>7.This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.</p> <p>8.Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.</p> <p>9.The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be</p>	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV

## Permit Notes

reconfigured and Sheet C-407 does not show any changes to that access.

02/27/2024	Application	PZ-24-00015	GENERAL	<p>1.The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed with the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.</p> <p>2.Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.</p> <p>3.The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).</p> <p>4.I concur with the analysis provided in the Preliminary Drainage Report and its findings.</p> <p>5.Access and right-of-way permits will be required for the new accesses.</p> <p>6.The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.</p> <p>7.This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.</p> <p>8,Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.</p> <p>9.The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be reconfigured and Sheet C-407 does not show any changes to that access.</p>	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV
02/27/2024	Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV

## Permit Notes

02/27/2024	Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV
02/29/2024	Application	PZ-24-00015	GENERAL	Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV
02/29/2024	Application	PZ-24-00015	GENERAL	Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV
03/01/2024	Application	PZ-24-00015	GENERAL	Any improvements or work within the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section 3.	JUSTIN.ARNOLD@LARAMIECOUNTY.WY.GOV
03/01/2024	Application	PZ-24-00015	GENERAL	Any improvements or work within the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section 3.	JUSTIN.ARNOLD@LARAMIECOUNTY.WY.GOV
03/04/2024	Workflow	PLAN REVIEW BY PLANNING AND ZONING	GENERAL	<p>Planning review 1:</p> <ol style="list-style-type: none"> <li>1. Please address all agency review comments in their entirety.</li> <li>2. Planning approval to be conditioned upon Public Works approval.</li> <li>3. Please note that further reviews are forthcoming and review 1 will not complete the review process.</li> </ol>	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/04/2024	Workflow	PLAN REVIEW BY PLANNING AND ZONING	GENERAL	<p>Planning review 1:</p> <ol style="list-style-type: none"> <li>1. Please address all agency review comments in their entirety.</li> <li>2. Planning approval to be conditioned upon Public Works approval.</li> <li>3. Please note that further reviews are forthcoming and review 1 will not complete the review process.</li> </ol>	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/11/2024	Workflow	ENGINEERS REVIEW	GENERAL	<ol style="list-style-type: none"> <li>1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.</li> <li>2. The Laramie County Land Use Regulations, require</li> </ol>	MOLLY.BENNETT@LARAMIECOUNTY.WY.GOV

## Permit Notes

Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.

3. Due to Chalk Bluff Road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email (permits@laramiecountywy.gov) Public Works for more information.

3a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.

4. Any internal roadways on the site shall comply with the needs of emergency services.

5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access roadways internal to the site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

6. There will be no public maintenance of internal roadways/access easements.

7. All comments from the review engineer shall be resolved appropriately.

03/11/2024	Workflow	ENGINEERS REVIEW	GENERAL	<p>1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.</p> <p>2. The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.</p> <p>3. Due to Chalk Bluff Road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email (permits@laramiecountywy.gov) Public Works for more information.</p> <p>3a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.</p> <p>4. Any internal roadways on the site shall comply with the needs of emergency services.</p> <p>5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access</p>	MOLLY.BENNETT @LARAMIECOUNT YWY.GOV
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## Permit Notes

roadways internal tot he site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

6. There will be no public maintenance of internal roadways/access easements.

7. All comments from the review engineer shall be resolved appropriately.

03/12/2024	Application	PZ-24-00015	GENERAL	Please see attached document.	SUE.KINSLEY@LARAMIECOUNTYWY.GOV
03/12/2024	Application	PZ-24-00015	GENERAL	Please see attached document.	SUE.KINSLEY@LARAMIECOUNTYWY.GOV
03/12/2024	Workflow	DEPARTMENT OF ENERGY (WAPA) REVIEW	GENERAL	WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.	BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV
03/12/2024	Workflow	DEPARTMENT OF ENERGY (WAPA) REVIEW	GENERAL	WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.	BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV
03/19/2024	Application	PZ-24-00015	GENERAL	A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area or increasing and modifying the noxious weeds in the area becoming a greater issue. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon as construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.  Slope in the project area needs to be addressed for erosion and sediment control in area.	CONSERVATIONDI@LARAMIECOUNTYWY.GOV



## Permit Notes

03/19/2024	Application	PZ-24-00015	GENERAL	<p>A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area or increasing and modifying the noxious weeds in the area becoming a greater issue. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon as construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.</p> <p>Slope in the project area needs to be addressed for erosion and sediment control in area.</p>	CONSERVATIONDI STRICT@LARAMIE COUNTY.WY.GOV
03/21/2024	Workflow	WYOMING GAME AND FISH DEPARTMENT REVIEW	GENERAL	WY GAME & FISH COMMENTARY ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV
03/21/2024	Workflow	WYOMING GAME AND FISH DEPARTMENT REVIEW	GENERAL	WY GAME & FISH COMMENTARY ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV
03/22/2024	Workflow	AIRPORT MANAGER REVIEW	GENERAL	COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV
03/22/2024	Workflow	AIRPORT MANAGER REVIEW	GENERAL	COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT YWY.GOV

March 25, 2024

Bryce Hamilton  
Associate Planner  
Laramie County Planning & Development  
3966 Archer Pkwy  
Cheyenne, WY 82009

***RE: TGE Wyoming 222 LLC and TGE Wyoming 225, LLC  
Cowboy Solar I and II, Laramie County, WY  
Laramie County Site Plan Application  
Agency Review Comment Response***

Dear Mr. Hamilton,

Thank you for the Agency Review Comments v.1.5 provided on March 22, 2024 for the Cowboy Solar Project Laramie County Solar Site Plan Application, submitted on January 12, 2024. Comments and responses are summarized in this letter.

**Subject: PZ-24-00015**

**Tammy Deisch/TAMMY.DEISCH@LARAMIECOUNTYWY.GOV**

1. Taxes are current as of 02/14/24

*Response 1:*  
*Acknowledged.*

**Subject: County Real Estate Office Review**

**Bryce Hamilton/ BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV**

1. Per Laura Pate, no comment from Real Estate Office

*Response 1:*  
*Acknowledged.*

**Subject: County Real Estate Office Review**

**Christopher Yaney/ CHRISTOPHER.YANEY@LARAMIECOUNTYWY.GOV**

1. Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have lot trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.

*Response 1:*  
*Acknowledged.*

**Subject: PZ-24-00015**

**Seth Lloyd/ SETH.LLOYD@LARAMIECOUNTYWY.GOV**

1. Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informal purposes, no response is required)

Response 1:

*Acknowledged.*

**Subject: Laramie County Fire District #1 Review**

**Darrick Mittlestadt/ DARRICK.MITTELESTADT@LARAMIECOUNTYWY.GOV**

1. Shall meet the intent of IFC 2021

Response 1:

*Acknowledged.*

2. Project size and scope large and comments shall reflect all work areas

Response 2:

*Acknowledged*

3. Chapter 5, Fire Service Features, ALL.

Response 3:

*Fire service features for all buildings, structures and premises within the Project area will comply with Chapter 5 of IFC 2021.*

4. Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control.

Response 4:

*The provisions as detailed in Chapter 12, Energy Systems, of IFC 2021 will apply to the installation, operation, maintenance, repair, retrofitting, testing, commissioning and decommissioning of the Cowboy Solar facility. A rapid shutdown switch for the photovoltaic system will be included in accordance with Chapter 12 of 2021 IFC. The system will be ground-mounted in accordance with Section 1205.5 of 2021 IFC, and vegetation control will be implemented and maintained in accordance with Section 1205.5.1.*

5. Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unknown lithium-ion Battery system is not defined in application. \*\*\*\*1207.1.5 Large-Scale fire test section as defined\*\*\*\*

Response 5:

*The Battery Energy Storage System will comply with Section 1207 of 2021 IFC. **Exhibit 1** contains an emergency response plan which details fire response protocol for the Battery Energy Storage System. The layout of the Battery Energy Storage System for both the Cowboy I Solar and Cowboy II Solar Project areas can be referenced in Sheet E-1001 of **Exhibit 2**. Preliminary Construction Documents*

6. Appendix D Fire Apparatus Access Roads, ALL sections.  
Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria.

Response 6:

*An additional ingress egress from Chalk Bluff Road will be included in the Project layout to allow for emergency access. Details regarding the ingress/ egress location and design are forthcoming and will be coordinated with Laramie County Fire District # 1. Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

7. Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD #1 for fire suppression with dry hydrants, located in Project site I and II.

Response 7:

*Acknowledged. The Applicant will specify cistern location on construction documents as Project Design advances.*

**Subject: County Assessor Review**

**Cindy Kemives/ CINDY.KEMIVES@LARAMIECOUNTYWY.GOV**

1. No comments.

Response 1:

*Acknowledged*

**Subject: Plan Review by Building**

**Daniel Peters/ DANIEL.PETERS@LARAMIECOUNTYWY.GOV**

1. Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.

Response 1:

*Acknowledged.*

2. 2021 IFC requires water supplies to be within 400' of all new buildings.

Response 2:

*Acknowledged.*

3. Fire apparatus access roads required per IFC 2021 Section 503.

Response 3:

*Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road*

*design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

4. Building permits shall be required for all new building construction.

*Response 4:  
Acknowledged.*

5. Laramie County has adopted the 2021 I-codes and the 2023 NEC.

*Response 5:  
Acknowledged.*

**Subject: PZ-24-00015**

**Taylor McCort/ TAYLOR.MCCORT@LARAMIECOUNTYWY.GOV**

1. Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.

*Response 1:  
Acknowledged.*

2. Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.

*Response 2:  
Construction haul routes are detailed in Appendix C. Transportation and Traffic Analysis of Attachment N. Preliminary Road Condition Assessment of the Cowboy Solar Laramie County Solar Site Plan Application.*

3. WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the travelling public: "If glare from the solar panels becomes an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. Cowboy Solar shall be responsible for costs of associated to develop, install, and maintain the solar mitigation improvements."

*Response 3:  
Acknowledged.*

**Subject: Public Works Review**

**Molly Bennett/ MOLLY.BENNETT@LARAMIECOUNTYWY.GOV**

1. Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.

*Response 1:  
Acknowledged.*

**Subject: PZ-24-00015**

**Scott Larson/ SCOTT.LARSON @LARAMIECOUNTYWY.GOV**

1. The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed within the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.

*Response 1:*  
*Acknowledged.*

2. Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.

*Response 2:*  
*The Preliminary Drainage Report is now consistent with the total lease area, which is 5,185.1 acres. Please refer to **Exhibit 3** for the Drainage Report.*

3. The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).

*Response 3:*  
*The Overall Site and Grading Plans for both Cowboy I and Cowboy II have been revised to show the correct fenced, leased, and graded areas for each project separately, and both projects as a whole. Please refer to sheet c-400 of **Exhibit 2** for the updated Overall Site and Grading Plans.*

4. I concur with the analysis provided in the Preliminary Drainage Report and its findings.

*Response 4:*  
*Acknowledged.*

5. Access and right-of-way permits will be required for the new accesses.

*Response 5:*  
*Acknowledged.*

6. The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.

Response 7.

*Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

7. This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.

Response 7.

*Acknowledged.*

8. Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.

Response 8.

*Acknowledged.*

9. The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be reconfigured and Sheet C-407 does not show any changes to that access.

Response 9:

*The north access design will be reconfigured as Project design advances to comply with access road requirements detailed in Section 503.2.1 of IFC 2021. Additionally, safety measures such as the installation of R1-1 "STOP" signs will be installed where needed in accordance with Laramie County Standards.*

**Subject: Plan Review by Environmental Health**

**Tiffany Gaertner/ TIFFANY.GAERTNER@LARAMIECOUNTYWY.GOV**

1. If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.

Response 1:

*Acknowledged.*

**Subject: PZ-24-00015**

**Matthew Butler/ MATTHEW.BUTLER@LARAMIECOUNTYWY.GOV**

1. Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.

Response 1:

*Acknowledged, ingress/egress design will comply with IFC 2021 standards, and an additional ingress/egress route will be included in the Project design to allow for an additional emergency access to the Project area.*

*Battery Energy Storage System safety is detailed in **Exhibit 1**. Emergency Response Plan. Battery Energy Storage System layout is included in **Exhibit 2**. Preliminary Construction Documents.*

*Stationary water supplies will consist of two (2) 30,000-gallon water cisterns that will be installed by order of Laramie County Fire Department #1 for fire suppression with dry hydrants, located in the Project area for Cowboy Solar I and II.*

**Subject: PZ-24-00015**

**Justin Arnold/ JUSTIN.ARNOLD@LARAMIECOUNTYWY.GOV**

1. Any improvements or work with the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section

Response 1:

*Please refer to Section 5.4.1. Floodplain Review of the Laramie County Solar Energy Site Plan Application. There is no development proposed within FEMA flood zone A. the perimeter fence is also located outside of the flood hazard area.*

**Subject: Plan Review by Planning and Zoning**

**Bryce Hamilton/ BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV**

Planning review 1:

1. Please address all agency review comments in their entirety.
2. Planning approval to be conditioned upon Public Works approval.
3. Please note that further reviews are forthcoming and review 1 will not complete the review process.

Response 1:

*Acknowledged*

**Subject: Engineers Review, Public Works Department**

**Molly Bennett/ MOLLY.BENNETT@LARAMIECOUNTYWY.GOV**

1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.

Response 1:

*The Applicant will obtain right-of-way/ grading permit in accordance with Laramie County Requirements. Please refer to Response 2 for a detailed response addressing the Applicant's impacts to the pavement condition of Chalk Bluff Road.*

2. The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.

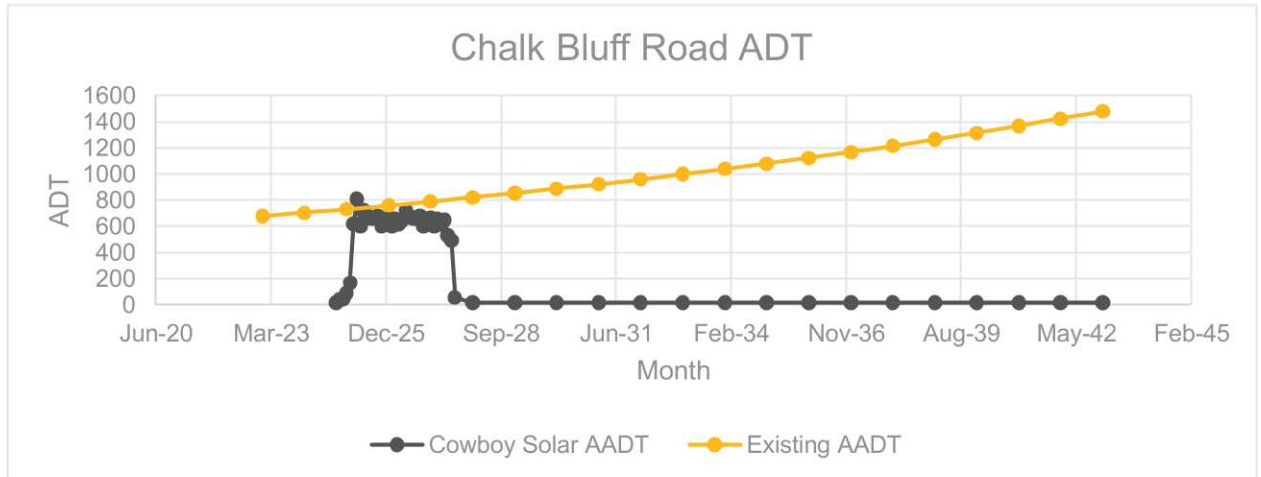
Response 2:

*The Applicant has reviewed the contents of the Laramie County Public Works Department Letter (Letter), dated March 7, 2024. Specifically, the Letter references the increase in Average Daily Traffic (ADT) on Chalk Bluff Road of 810 daily trips during the construction of the Cowboy Solar*



*Project. The Applicant has performed traffic projections in accordance with AASHTO '93 Guide for the Design of Pavement Structures to illustrate the traffic impact. Traffic projections were performed in terms of ADT, which is a measure of total volume of traffic, and Equivalent Single Axle Loads(ESALs), which is a traffic measure that takes into account the vehicle types and axle loads to better understand the impact of the traffic.*

*The chart in Figure 1 shows a projection of the anticipated ADT on Chalk Bluff Road over the next 20 years. Note that 20 years is a standard pavement design life, and would likely be the design life of the reconstructed pavement referenced in the Letter.*



*Figure 1. Chalk Bluff Road ADT*

*The black line in Figure 1 shows a projection of the Cowboy Solar Project traffic over the next 20 years. As evident from Figure 1, the Cowboy Solar traffic peaks during the construction of the project (approximately a 2.5-year period). The ADT then drops to approximately 15 small Operation and Maintenance vehicles a day. The orange line in Figure 1 shows a projection of the existing traffic on Chalk Bluff Road over the next 20 years. The traffic growth rate was calculated by using the historical Chalk Bluff Road ADT data provided in the letter. Note that Figure 1 shows ADT, which does not include a measure of vehicle type.*

*Figures 2 and 3 include a breakdown of the Cowboy Solar Project construction traffic.*

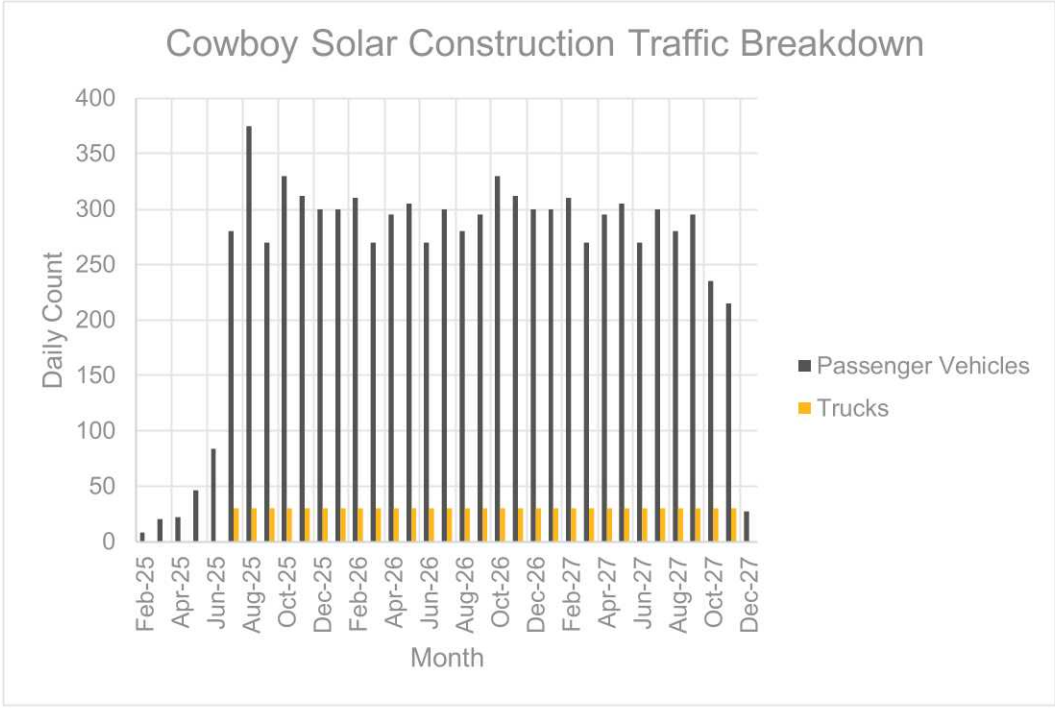


Figure 2. Cowboy Solar Construction Traffic Breakdown (1)

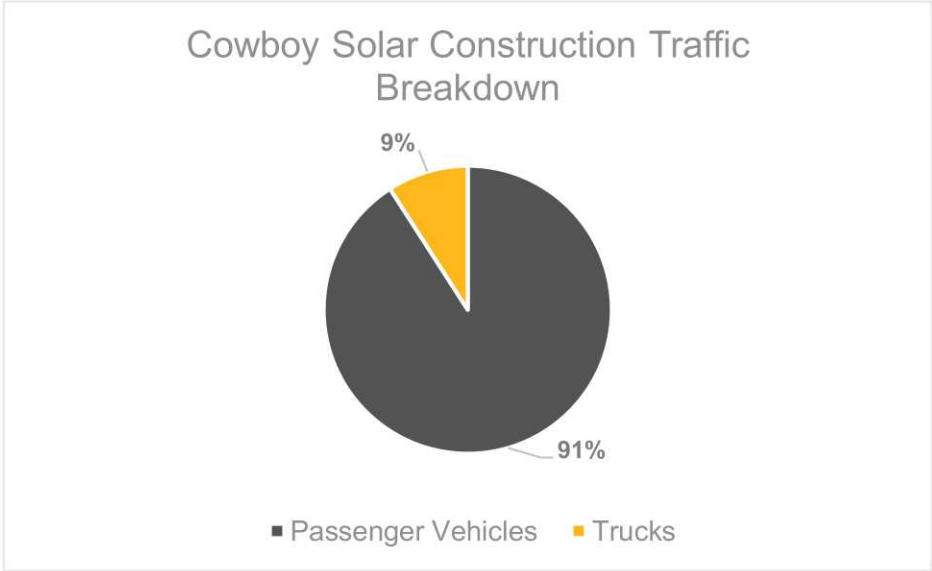


Figure 3. Cowboy Solar Construction Traffic Breakdown (2)

As shown in Figures 2 and 3, the Cowboy Solar Construction traffic ADT is primarily driven by passenger vehicles, which demonstrate the number of workers commuting to and from the Project site daily. Trucks will account for ~9% of the total traffic volume.

To get a better understanding of the impact of the Cowboy Solar construction traffic, AASHTO '93 traffic projection methodology was implemented, and the traffic was converted to a measure of ESALs. This calculation is demonstrated in Table 1.

Vehicle Type	Total Count	ESAL Factor	Total ESALs
Passenger Vehicles	189447	0.003	576
Trucks	18900	2.349	44396
<b>20-year Total Equivalent Single Axle Load (ESAL)s</b>			<b>44,972</b>

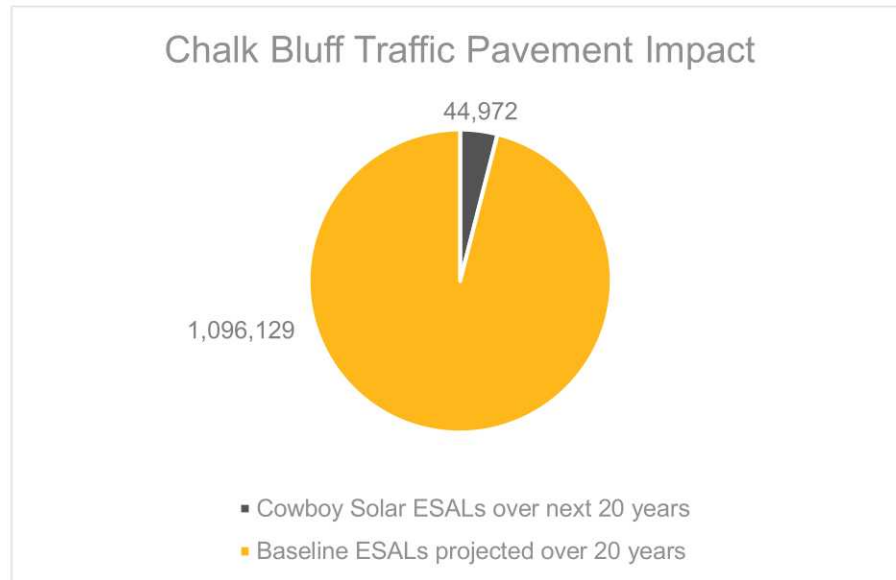
*Table 1. Cowboy Solar Project Traffic Impact Calculation*

*Even though the passenger vehicles take up 91% of the Cowboy Solar Project construction volume, they only account for ~2% of the total pavement impact, which is primarily governed by truck traffic.*

*The same pavement impact calculation was performed for the baseline traffic on Chalk Bluff Road. Traffic counts were recorded at the intersection of US 85 and Chalk Bluff Road on October 17, 2023 during the peak hour, which included a quantification of truck traffic traveling on Chalk Bluff Road. This is detailed in Appendix C. Transportation and Traffic Analysis of Attachment N. Preliminary Road Condition Assessment. The peak hour traffic was then scaled to a daily count, and it was determined that ~80 trucks a day utilize Chalk Bluff Road in the current condition. The pavement impact calculation for the baseline traffic is shown in Table 2.*

Current ADT (Average Daily Traffic)	675
Current ADTT (Average Daily Truck Traffic)	80
Compound Growth Rate	4%
Total Years (design life)	20
Directional Distribution	0.5
Lane Distribution	1
Truck Factor	2.349
<b>Total ESALS (20-years)</b>	<b>1,096,129</b>

*Table 2. Chalk Bluff Road Baseline Traffic Impact Calculation*



*Figure 4. Pavement Impact Calculation Summary*

*Figure 4 demonstrates the proportion of the 20-year ESALs on Chalk Bluff Road that can be attributed to Cowboy Solar Project traffic. The Cowboy Solar Traffic will account for ~4% of the total ESALs on Chalk Bluff Road over the 20-year pavement life.*

*The Applicant is prepared to enter a road use agreement with Laramie County to address the impact of the Cowboy Solar Project on the Chalk Bluff Road pavement condition.*

3. Due to Chalk Bluff road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email ([permits@laramiecountywy.gov](mailto:permits@laramiecountywy.gov)) Public Works for more information.
  - a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.

Response 3:

*The Applicant will obtain the required access permit applications through the Public Works Department. Project access locations will comply with current Laramie County Land Use Regulations*

4. Any internal roadways on the site shall comply with the needs of emergency services.

Response 4:

*Internal roadways to be utilized for emergency services will comply with IFC 2021 requirements.*

5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access roadways internal to the site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

Response 5:

*Acknowledged. There will be no site development within the FEMA flood zone A.*

6. There will be no public maintenance of internal roadways/access easements.

Response 6:  
*Acknowledged.*

7. All comments from the review engineer shall be resolved appropriately.

Response 7:  
*Acknowledged.*

**Subject: PZ-24-00015**

**Sue Kinsley/ SUE.KINSLEY@LARAMIECOUNTYWY.GOV**

1. Please see attached document.

Response 1:  
*Acknowledged*

**Subject: Department of Energy (WAPA) Review**

**Tracy Rogers/ ROGERS@WAPA.GOV**

1. WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.

Response 1:  
*Acknowledged*

**Subject: Subject: Department of Energy (WAPA) Review**

**Conservation District/ CONSERVATIONDISTRICT@LARAMIECOUNTYWY.GOV**

1. A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area of increasing and modifying the noxious weeds in the area becoming a greater issues. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.

Response 1:  
*The Applicant has submitted a Noxious Weeds, Vegetation Restoration, and Pests Management Plan as a supplemental study to the original Laramie County Solar Energy Site Plan Application on 2/27/2024. Please refer to **Exhibit 4** to view the study.*

2. Slope in the project area needs to be addressed for erosion and sediment control in the area.

Response 1:  
*The Project will avoid construction in areas with steep slopes. Filter socks and erosion control blankets will be utilized on slopes where grading is proposed to minimize erosion. Sediment traps*

*and basins are also proposed to capture any eroded sediment before it leaves the site. Further silt fence is proposed around large sections of the perimeter of the project as a third layer of erosion control. These are designed to Wyoming DEQ standards.*

**Subject: Wyoming Game General and Fish Department Review**

**Chris Henkel, Habitat Protection Biologist/ 307-777-2533**

1. WY GAME & FISH COMMENTARY ATTACHED.

*Response 1:*

*The Applicant will comply with all commitments and address all comments detailed in the March 21, 2024 letter from the Wyoming Game and Fish Department. The Applicant's coordination with the Wyoming Game and Fish Department will be ongoing throughout the design, development, and operation of the Cowboy Solar Project*

**Subject: Airport Manager Review**

**Kyle Malacina/ kmalacina@cheyenneairport.com**

1. COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.

*Response 1:*

*The Cowboy Solar Project will employ low reflectivity solar panels, and a glint glare study was performed using FAA methodology. Please refer to Attachment L of the Laramie County Solar Site Plan Application to view the Glint Glare Analysis. The Applicant believes sufficient analysis has been completed to demonstrate that aircraft impacts are not anticipated to occur.*

Sincerely,

ENBRIDGE INC.

Christian Dick

## Bryce Hamilton

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**From:** Rebecca Sanchez <rebeccas@cheyenneleads.org>  
**Sent:** Tuesday, February 27, 2024 10:23 AM  
**To:** Planning  
**Cc:** Betsey Hale; Rachelle Zimmerman  
**Subject:** Cowboy Solar I & II Grid Scale Solar Projects and their Economic Impact  
**Attachments:** We sent you safe versions of your files; Support Letter - Cowboy Solar I and II Grid Scale Solar Projects LCPC.pdf

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Dear Laramie County Planning Commission,

I am reaching out to provide you with a letter of support that Cheyenne LEADS has prepared for the Cowboy Solar I & II Grid Scale Solar Projects. Attached to this email you will find the document for your review and consideration.

If you have any questions or require further information, please do not hesitate to reach out to our office at (307) 638-6000.

Best,  
Rebecca

Rebecca K. Sanchez – **Cheyenne LEADS**  
Marketing Manager  
Cell: 307-287-5974 | Direct: 307-772-7242  
Office: 307-638-6000 | [www.cheyenneleads.org](http://www.cheyenneleads.org)



# Cheyenne LEADS

The Cheyenne-Laramie County Corporation for Economic Development

February 21, 2024

Laramie County Planning Commission  
3966 Archer Pkwy  
Cheyenne, WY 82009

Subject: Cowboy Solar I & II Grid Scale Solar Projects and their Economic Impact

Dear Laramie County Planning Commission,

On Behalf of Cheyenne LEADS, the economic development organization for Cheyenne and Laramie County, I am writing to express my support for the approval of permits for two grid-scale solar projects under consideration in our community - Cowboy Solar I & II. I believe that these projects will enhance our community's "Quality of Life" while providing economic benefits in our community.

The economic impact of these projects are anticipated to create a multitude of jobs during the construction phase and for the ongoing operating period. This will bolster our local economy and provide gainful employment for our residents with high paying jobs. Furthermore, the projects will generate considerable property and sales tax revenue, which can be reinvested into our community, benefitting infrastructure, education, and other public services.

The proposed projects will generate a substantial amount of "locally generated" electricity, sufficient to power near term corporate expansions in Cheyenne, and diversification of our State's economy. The availability of renewable energy is a key determinant for many corporations in choosing their locations, given their commitment to sustainability goals. Therefore, these projects will enhance the attractiveness of Cheyenne as a destination for businesses, thereby contributing to further economic development.

I am confident that the project proponents will work diligently with the Wyoming Department of Environmental Quality to mitigate any potential impacts, while being long term partners in our community.

Thank you for your consideration, and I am happy to answer any questions.

Sincerely,

Betsey Hale, CEcD  
CEO - Cheyenne LEADS  
betseyh@cheyenneleads.org  
307-630-2179



Laramie County Planning Commission

Subj: Cowboy Solar Project(s) proposed by Enbridge

Statement:

Mr. Torriani, in his capacity as joint owner with his wife of Frontiera Ranch llc, is a landowner east of the proposed facility where he lives, ranches, and runs a full-time cow/calf cattle operation. He has invested in numerous energy companies and projects privately and as a limited partner for over 30 years as well as managed the building and operations of telecom networks around the world (including data centers). He is not opposed to solar as a technology, and has incorporated an US made installation on his ranch powering much of the operation and contributing in excess of 3 Mw per month back on the local grid. However, his home, his livestock, and his livelihood are all directly impacted by this proposed project. Mr. Torriani's concerns and opposition to the proposed Cowboy Solar Project are as follows:

**1) Risk of Fire**

Recognizing and agreeing with those risks and considerations highlighted in the statement submitted by Mr Prosser in which he views that during the construction phase of the proposed project there are insufficient general plans and guidelines submitted by Enbridge's application, Mr Torriani adds the following -

- a) The utility Battery Storage System (BESS) highlighted as part of the project represents a serious and ongoing fire hazard. Such systems are prone to thermal runaway - a condition where batteries can overheat and ignite, leading to fires that are difficult to control and extinguish as recognized in a study published by FEMA (the Federal Emergency Management Agency)<sup>1</sup>. As cited on utilitydrive.com in an article published 15 February 2023 titled '*Fire Safety lags growth in utility-scale battery production, Duke Energy, other officials say*', Sandia National Laboratories highlighted a 2011 explosion in Japan and fire that took two weeks to extinguish and a 2013 storage battery fire in Port Angeles (WA) that reignited a week after firefighters believed it had been extinguished.<sup>2</sup>

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<sup>1</sup> 'Emerging Hazards of Battery Energy Storage System Fires' ; [www.fema.gov/case-study/emerging-hazards-battery-energy-storage-system-fires](http://www.fema.gov/case-study/emerging-hazards-battery-energy-storage-system-fires)

<sup>2</sup> [Utilitydrive.com/news/battery-fires-protection-safety-utility-scale-duke-aps/642793](http://Utilitydrive.com/news/battery-fires-protection-safety-utility-scale-duke-aps/642793)

According to an S&P Global Market Intelligence report dated 31 May 2022, BESS fires and breakdowns of fire suppression safety systems had occurred globally in more than 50 known 'failures at medium-to large-scale battery storage projects in the US, Europe, Asia and Australia. A San Diego based battery specialist, Michael Mo, CEO of KULR Technology Group, which works with Nasa on batteries operating in space, is cited as stating "I think for the next 5, 10 years, we'll still be struggling with similar issues". A Table in the same article also highlights that Fluence Energy Inc, a party highlighted in the Cowboy Solar Project submissions, was involved as an integrator in 3 of the 10 large-scale energy storage failure system events highlighted between 2019 - 2022 (with all 3 in the United States).<sup>3</sup>

In a report published 25 Sep 2023 by S&P Global Market Intelligence "*Fire fuel effort to rein in battery storage 'cowboys' with AI*", Kai Philipp Kaires, CEO of Accure Battery Intelligence GmbH, a safety and performance specialist with offices in Germany and the US, is quoted as stating "It almost hurts me to say this, but there are quite some cowboys running around right now. It's such a financially attractive field that there's a lot of new players rushing in, making big promises and then trying to work their way to a certain level of quality as they go."<sup>4</sup> According to Clean Energy Associates in a report published February 6, 2024 involving 320+ inspections in 52 BESS factories (representing 64 percent of tier 1 manufacturers), over 26 percent of inspected energy storage systems over 30 Gwh had quality issues related to fire detection and suppression systems with 18 percent related to thermal management systems.<sup>5</sup>

The number of known destructive fires cited by the Electric Power Research Institute increases to over 60 (based on publicly available data) when the data set is expanded to 2023 incidents.<sup>6</sup> Such incidents include fire and toxic gas releases.

***With a lack of publicly available or submitted information available citing Enbridge's experience in managing BESS installations, and given the industry's record along with fire suppression technology relative immaturity, the public and***

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<sup>3</sup> <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/battery-blazes-breakdowns-underscore-growing-pains-for-energy-storage-70426578>

<sup>4</sup> <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/fires-fuel-effort-to-rein-in-battery-storage-cowboys-with-ai-77579542>

<sup>5</sup> <https://www.cea3.com/cea-blog/bess-quality-risks-report>

<sup>6</sup> [https://storagewiki.epri.com/index.php/BESS\\_Failure\\_Event\\_Database](https://storagewiki.epri.com/index.php/BESS_Failure_Event_Database)

***commission would be right to question Enbridge's ability to meet any commitments to prevent accidental fire hazards from occurring.***

b) The area of the proposed sight contains a higher fire risk than those areas in which BESS fires have occurred. The Commission must be certainly aware that fire risks remain high on an ongoing year round basis in Laramie county's prairie grasslands due to high winds and dry conditions. Winds alone accelerate fire spread of 1 mile/hr for every 10 mile per hour wind and lead to fires jumping road barriers. Those year round risks are even higher in July - September periods. Compounding this issue is the size and scope of the solar array installation which based on studies will raise temperatures in the immediate surrounding area and that which the BESS is installed from 3-4 degrees Celsius( 5.4 - 7.2 degrees Farenheit) creating a heat island effect preventing soil beneath to cool as it otherwise would in night conditions as well as contributing to local warming and changes in weather patterns.<sup>7</sup>

***There are indeed no comparable BESS installations in areas with similar high risk fire/low rainfall averages as present in Laramie Count, nor does Enbridge address this issue.***

c) A lack of resources and experience in Laramie County and Wyoming State with BESS fires further magnifies the risks. Recent fires near Cheyenne highlight the risks and resources needed to combat prairie grass fires that occur outside of the BESS risks highlighted. The Happy Jack Fire finally contained on 1 March 2024 destroyed over 6,600 acres, and the Mullen Fire near Laramie Wyoming destroying over 176,000 acres in October 2020 are only 2 examples which required resources to be brought in from outside the state and county due to limited fire fighting capabilities. Both spread rapidly in high winds and overcame local fire fighting resources quickly. Enbridge has offered no additional funding or resources to the county outside of general training or committed to funding additional manpower and fire fighting resources to the projects area.<sup>8</sup>

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<sup>7</sup> <https://spac.umd.edu/news/story/researchers-discover-solar-heat-island-effect-caused-by-largescale-solar-power-plants> , [The Photovoltaic Heat Island Effect: Larger solar power plants increase local temperatures | Scientific Reports \(nature.com\)](https://www.nature.com/articles/s41586-024-04888-1)

<sup>8</sup> <https://cowboystatedaily.com/2024/03/13/wyomings-pre-spring-grassfires-sign-of-larger-wildfire-crisis-barrasso-says/>

***Without funding significant additional resources to fight fires, the project represents a significant risk to local and distant residents as the economic livelihoods of farmers and ranchers.***

**2) Economic Impacts**

- a) Impact on resident and property insurance given highlighted fire risks: The increased risk of fires as well as lack of close fire fighting resources and access to the site will in all likelihood result in increased homeowner and property insurance premiums to reflect higher risks. Since the utility fire in Superior, Colorado which consumed over 500 homes built in an area of prairie grasslands similar to those in Laramie county (but with much higher average rainfall than the area south and east of Cheyenne) and other fires throughout that state, homeowner and property insurance premiums have risen over 50 percent in Colorado due to highlighted increases in fire risks and other weather related reasons. Multiple carriers have also stopped writing policies due to increased risks<sup>9</sup>

***Nothing in Enbridge's proposals addresses this or the negative economic impacts the project's risks will have on insurance premiums and options within the area and Laramie county. Such impacts will increase costs for residences and businesses and negatively affect the standards of living and economic competitiveness of residents and businesses.***

- b) Impact on property valuations and uses in the surrounding areas: As cited in a comprehensive study focused on proximity to large scale solar installations, such projects have negative impacts on property valuations on surrounding rural and agricultural properties.<sup>10</sup> It should be noted that whilst Wyoming was not included in the study of several states, those who live in and relocate to Laramie county drive property valuations by a desire to avoid industrial and congested residential environments as evidenced by the distances between housing and agricultural operations in the Cheyenne areas surrounding the proposed project.

***Decreases in the valuations of those properties have not been factored into or addressed in the proposal.***

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<sup>9</sup> <https://www.cpr.org/2023/08/05/colorado-home-insurance-widfires-hail/>

<sup>10</sup> <https://www.sciencedirect.com/science/article/pii/S0301421523000101#tbl7>

c) Negative Impact on Utility rates for Laramie County and Wyoming: Whilst the submitted proposal states that the 1.8 GW electricity capacity per year created by the project will be dedicated to commercial customer(s) being a data center or data centers, there is no impact study on the potential effect of this project on utility rates of residential and other commercial utility rate payers should data center electricity consumption not materialize. Contrary to popular belief, the 'all in' full system levelized cost of energy (LFSCOE) for solar and battery sourced electricity when not subsidized is the amongst the highest of any energy source for electricity according to Bank of America Global Research.<sup>11</sup> This is due to the intermittent nature and low efficiency of solar generated power, costs of battery backup ( for times when solar is not available) and additional factors. The approval of this project would bring a risk of assuming that commercial customers (such as the cited data centers) will pay for the all in costs of the project and subsidies from the federal government will be in place in perpetuity for the entire life of the project. Laramie County and Wyoming today have amongst the lowest utility rates in the nation in sharp contrast to states with high percentages of solar and wind mandated in utility mixes such as California ( average of 13 - 15c Kwh in Wyoming vs. 29.1c in California).<sup>12 13</sup>

***Without guarantees from Enbridge and involved utilities that such higher capital costs will not be borne by consumers and other businesses going forward, the project carries a risk of significantly increased utility rates for residential and business customers. With over 80 percent of Wyoming electricity now exported to other states given its significant resources and ample electricity generation ( both renewable and traditional), and renewable power available already on wholesale basis via existing utilities to the prospective data center(s) customers, the question should be asked: why is this project needed? Other than the undisclosed federal subsidies and tax credits that will solely benefit the parties involved, there is no clear benefit to the Laramie county community. In contrast and based on comparisons to areas and states that have pursued such projects, the potential for the negative externality of increased utility rates is high. Such increases will impact the***

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<sup>11</sup> <https://advisoranalyst.com/wp-content/uploads/2023/05/bofa-the-ric-report-the-nuclear-necessity-20230509.pdf>

<sup>12</sup> <https://psc.wyo.gov/home/utility-rate-comparison>

<sup>13</sup> <https://www.energybot.com/electricity-rates/california/>

***future standards of living and economic competitiveness of the state and should be further examined.***

- d) Negative Impact on Housing and rental costs during the Construction phase: Whilst Enbridge does an excellent job in its proposal of highlighting the number of workers that will require rooms and housing during the construction phases of the project, there is no analysis of the impact that the additional demand will have on apartments and housing rental demand during the construction phases. Enbridge does recognize the shortage of housing stating that short term housing requirements will be proactively addressed with Laramie county, but there is no detail on what steps will be taken. Whilst demand for rentals definitely favor rental property owners, the limited supply of rentals in Cheyenne and the surrounding areas as well as the number and influx of forecasted temporary construction workers over the period will certainly have negative impacts on the costs of living on lower income workforces in existing Laramie county industries and drive costs upwards for those industries.

***No impact of this potential negative externality has been studied or included in the proposal.***

- e) Dependencies and potential negative impacts of the proposed project:

Whilst the sales and lodging tax, as well as property tax contributions to the county and state are recognized as significant, the capital expenditures are understood to be predominantly oriented centered on procurement of over 1.6 million solar panels, BESS, and inverters. Manufacture and supply chains of these items are dominated by the People's Republic of China, and the companies listed as suppliers appear to be Chinese owned subsidiaries and /or beneficiaries, and as such answerable to the Chinese Communist Party. Given the source of those items is not highlighted (ie., Runergy, the owner of American Hyperion Solar llc, is a Chinese company) or dependencies that would be created in the construction of the project, it is unclear for ongoing operation of the project if a disruption of replacements of those items, as experienced during the Pandemic or state of war in Asia, would disrupt the ability of the project to supply power to its intended commercial customers with electricity. ***The lack of stated plans to address such a situation or inability of the project to address such disruptions and / or increased demand for electricity from Black Hills Energy for the commercial customers it serves with electricity from the project should be a concern given the potential***

**additional capex for Black Hills and resulting negative impacts on utility rates if no redundancy plans are in place.**

- f) Small/Limited employment impact

On an ongoing basis, 15 'permanent' workforce additions to the Wyoming State and Laramie County economies will have little to minimal impact to the local or state economy.

- g) Insurance, bond or financial guarantees provided to land and property owners for damages and/or disruptions to property and livelihoods.

There are no provisions within the proposal for any directly attributable catastrophic events to the proposed project or how they will be addressed financially (fire, water, soil, etc.). These have been secured for other energy projects in Laramie County (reference to recent CSS project with Tallgrass Energy directly with property owners). **The council is urged to address this as a condition to any approval.**

### **3) Environmental Impacts**

Recognizing those environmental concerns raised by Mr Prosser, Mr Torriani adds:

- a) Hail and Destruction: The project proposal does not address the location is within the pathway of what is commonly referred to as hail alley. The Cheyenne area itself has had over 300 incidents of hail reported in 2023 with hail sizes reported up to ping pong ball size (1 inch) and larger (baseball size) in the past.<sup>14</sup> Hail storms destroyed a smaller solar sized panel array installation of 14,000 panels in Scottsbluff, Ne in June 2023.<sup>15</sup> All panels were destroyed and required disposal. Given the toxic contents of solar panels, the disposal of destroyed or end of life panels within Wyoming or the United States represents

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<sup>14</sup> <https://www.interactivehailmaps.com/local-hail-map/cheyenne-wy/#:~:text=The%20Cheyenne%2C%20WY%20area%20has%20had%20326%20reports,occasions%2C%20including%2016%20occasions%20during%20the%20past%20year.>

<sup>15</sup> <https://cowboystatedaily.com/2023/06/27/baseball-sized-hail-smashing-into-panels-at-150-mph-destroys-scottsbluff-solar-farm/>

a high risk to water and soil.<sup>16</sup> Recycling was not an option in the Nebraska case. Another hail incident similar to Scottsbluff occurred 15 March 2024 outside of Houston, Texas destroying all 'hail proof' panels on a project larger than that proposed by Enbridge.

***The project proposal does not address the dangers of the location in respects to hail, disposal plans or even details on mentioned plans for recycling end of life panels, inverters or batteries.***

In closing, whilst Mr Torriani recognizes the potential positive impact of the proposed Cowboy Solar Project to State and Laramie county sales tax and property tax coffers, the highlighted concerns, many of which shared by many of the closer neighbors to the project, he joins Mr Prosser in urging the council to carefully consider these raised concerns, the negative externalities of this project, and current lack of actionable and financial commitments to address those concerns made in the project proposal. He believes it should therefore should not be approved.

Dated: March 28<sup>th</sup>, 2024



Respectfully submitted,

A, Marc Torriani  
Frontiera Ranch  
PO Box 669  
Pine Bluffs, WY 82082

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<sup>16</sup> <https://hbr.org/2021/06/the-dark-side-of-solar-power>



## Bryce Hamilton

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**From:** Christian Dick <christian.dick@enbridge.com>  
**Sent:** Tuesday, July 16, 2024 10:11 AM  
**To:** Justin Arnold  
**Cc:** 'Lundin, Anna'; Bryce Hamilton  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

We are a consent item for Board approval on next month's board meeting, following the Director's review and approval of our application last month.

### Christian F. Dick

ENBRIDGE- Power Business Unit  
15725 Dallas Parkway, Ste 550, Addison, TX 75001  
M (619) 549-2640 D (972) 707-3073  
[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com) | Denver | Dallas  
Safety. Integrity. Respect. Inclusion. High Performance.

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**From:** Justin Arnold <justin.arnold@laramiecountywy.gov>  
**Sent:** Tuesday, July 16, 2024 9:39 AM  
**To:** Christian Dick <christian.dick@enbridge.com>  
**Cc:** 'Lundin, Anna' <Anna.Lundin@kimley-horn.com>; Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Subject:** [External] RE: Cowboy Solar I & II Agency Review Comments - Response

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DO NOT click links or open attachments unless you are 100% sure that the email is safe.

Christian,

Can that submittal verification documentation or email be forwarded to us please?

Thanks,

Justin

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**From:** Christian Dick <[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com)>  
**Sent:** Tuesday, July 16, 2024 8:51 AM  
**Cc:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>; 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>; Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

We have received email confirmation from Wy State Lands Department that our application is approved and will be on the next Board Agenda.

### Christian F. Dick

ENBRIDGE- Power Business Unit  
15725 Dallas Parkway, Ste 550, Addison, TX 75001  
M (619) 549-2640 D (972) 707-3073  
[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com) | Denver | Dallas  
Safety. Integrity. Respect. Inclusion. High Performance.

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**From:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Sent:** Monday, July 15, 2024 4:58 PM  
**To:** 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>; Christian Dick <[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com)>  
**Cc:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>  
**Subject:** [External] RE: Cowboy Solar I & II Agency Review Comments - Response

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Anna and/or Christian, tagging onto this, would it be possible to obtain some documentation of the application for the access easement across the State land? I would like to put something tangible into the staff report that that is being actively worked. A screenshot if nothing else would suffice. Please let me know. Thanks!

*Bryce Hamilton*

Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

**PUBLIC RECORDS ACT**

Email to and from me may constitute a public record and may be subject to disclosure upon request under the Wyoming Public Records Act and similar laws.

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**From:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>  
**Sent:** Monday, July 15, 2024 4:54 PM  
**To:** 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>  
**Cc:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

Good afternoon Anna,

Bryce is currently drafting the staff report package to include status updates of outstanding items and the draft MOU that is currently being reviewed by the County regarding the Chalk Bluff improvements. The MOU will be sent to Enbridge by Friday to conduct a review through their legal team. We will send the staff report and draft MOU over tomorrow or Wednesday once the agenda has been posted to the meeting website. As for what to anticipate regarding items to be addressed at the hearing, we will likely get similar feedback as to the initial public hearing which included roadway improvements, secondary access, cistern installation, battery storage etc.

We can certainly hold a follow up meeting to clarify expectations once the staff report has been posted and you have had a chance to review so just let us know. Have a good day.

Regards,

Justin

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**From:** Lundin, Anna <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>  
**Sent:** Monday, July 15, 2024 2:12 PM

**MEMORANDUM OF UNDERSTANDING REGARDING SITE PLAN  
REQUIREMENTS FOR A PORTION OF ROAD 203 (A.K.A. CHALK BLUFF  
ROAD):**

**LARAMIE COUNTY AND ENBRIDGE INC.**

**PURPOSE:**

This Memorandum of Understanding (MOU) is intended to outline the responsibilities and obligations of the parties regarding improvements and reconstruction of a portion of Road 203 (a.k.a. Chalk Bluff Road) required for the Cowboy Solar Project: Laramie County Project # PZ-24-00015 and associated Road Construction Permit (project # to be assigned at road plan submittal). See attached for identification of the road section subject to this MOU.

The work referenced in this MOU is required for Enbridge Inc. to obtain a Board Approval, Solar Energy Site Plan, and Solar Energy Permit to allow the initiation and ultimate completion of the "Cowboy Solar" project. This MOU is intended to also fulfill/address condition #19 set forth by the Industrial Siting Council. Infrastructure improvements are required by Laramie County (to include the Laramie County Board of County Commissioners, Laramie County Planning and Development, and Laramie County Public Works) pursuant to adopted Laramie County Land Use Regulations (LCLUR) 2022 Edition, Amended October 4, 2022.

In furtherance of the general public welfare associated with the reconstruction and modification of roads in Laramie County, Laramie County will manage the construction processes of this project required to accomplish conditions imposed on Enbridge Inc. to reconstruct and modify a portion of Chalk Bluff Road. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated agreements, bonds, manage and/or administer necessary inspections, appropriation of funds to the consultant and/or contractor(s), final acceptance of the work performed, etc. Said requirements are necessary for Enbridge Inc. to obtain and maintain the aforementioned permits for Enbridge Inc.'s Cowboy Solar Project. Enbridge Inc. agrees to provide \$12,000,000 in funds for this road work. The County agrees to contribute \$2,500,000 for this work.

The Parties agree and understand that default regarding compliance with Laramie County regulation and/or applicable law, as well as the terms and conditions herein, may result in

either the withdrawal or lack of issuance of appropriate permits and inspections for completion and continuation of the Cowboy Solar project.

The Parties agree that the design, reconstruction and modification of Chalk Bluff Road and the identified portions shall be in accordance with the LCLUR 2022 Edition, Amended October 4, 2022 and subject to the inspection and acceptance of the Laramie County Public Works Department or designee.

This MOU is prefaced on an understanding that commencement of any onsite work related to the Cowboy Solar project (outside of Road 203/Chalk Bluff Road construction) will begin June of 2025. It is the understanding of the parties that initial onsite project improvements may include, mobilization, mowing, topsoil striping, grading, etc., and will require the minimal use of heavy trucks to mobilize onsite equipment and operator traffic. No hardware, to include but not limited to solar arrays, pilings, or batteries are to be transported to the facility until the roadway improvements are substantially complete to the satisfaction of Laramie County Public Works. Both parties understand that due to unanticipated circumstances, changes in markets or other outside forces, timelines and costs associated in described in this MOU may be subject to negotiation and change.

#### **COUNTY RESPONSIBILITIES:**

Laramie County, in accordance with the conditions herein, shall enter into contracts with the appropriate construction entities for the work and completion of the modification and reconstruction of the road. The work to be completed will be based on a design produced through Enbridge Inc.

The design firm will produce a construction plan set to be approved by Laramie County Public Works which will be used for the road work and to produce an RFB for the reconstruction and modification of the road.

In compliance with applicable State law and County procedures, Laramie County will issue an RFB based on the approved construction plan set. Laramie County will, at its discretion and based on the terms of the RFB, select a competent bidder.

The road reconstruction and modification road work is estimated currently (as of March 2024) at a cost of \$14.5 million.

In accordance with the conditions herein and through County regulations, Laramie County will provide funds in the amount up to \$2.5 million for the costs associated with the road work subject of this MOU. Said funds to be disbursed for purposes of the road work subject of this MOU.

## **ENBRIDGE INC./COWBOY SOLAR REPONSIBILITIES:**

Enbridge Inc. agrees to contribute \$12,000,000, said funds to be provided to the Laramie County Treasurer, by September 1, 2024. Said funds shall be maintained in a separately identifiable account for the purpose of paying invoices and billing for road work. Expenditures shall be tracked and available for review regarding expenses paid from the account established. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and should be related solely to the road work that is the subject of this MOU.

Enbridge Inc. shall provide the agreed upon contract, including estimated design fees, with the design firm (Attachment B). Final invoice records shall be provided for reimbursement to Enbridge Inc. from the \$12,000,000 fund.

Enbridge Inc. (and the design firm) shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works permitting policies as it relates to the construction plan set.

## **TIMELINES:**

MOU Receipt by Enbridge Inc.: July 19, 2024

Receipt of MOU by County: July 31, 2024

Expected Consideration of MOU: County Commissioner Agenda August 6, 2024

Design Completion: November 1, 2024

Request for Bids issuance: November 2, 2024

Construction of Road 203/Chalk Bluff Road to begin: on or before June 1, 2025

Commencement of Cowboy Solar project: June 2025

Substantial Road Completion: October 31, 2025

## **ADJUSTMENTS:**

Both entities recognize that the intent of this MOU is to carry forward the Cowboy Solar Project which requires significant reconstruction and modification of Road 203/Chalk Bluff Road. In recognition of the fact that many factors in such a project are unpredictable, the parties agree and understand that changes may be necessary in portions of this MOU, including, but not limited to, timelines and costs.

Cost adjustments, change orders exceeding the initial proposed budget of \$14.5 million, unanticipated events requiring changes of expected dates within the timeline, shall be negotiated between the parties. Changes will be immortalized in writing and made part of this MOU as necessary. Agreement and/or consent shall not be unreasonably withheld by either party as to changes including but not limited to, increases in costs.

**AUTHORITY:**

Laramie County's authority to enter into this MOU and to require issuance of such permits as may be required is granted under the authority of state law, including but not limited to W.S. 24-1-104, Wyoming Statutes Title 34 Property, Conveyances and Security Transactions, Title 18 Counties, Title 15 Cities and Towns, Title 24 Highways, Title 9 Administration of the Government, Title 35 Public Health and Safety, Title 31 Motor Vehicles. Exclusion or absence from this enumerated list of any authority shall not abrogate or otherwise prevent exercise of any authority or enforcement or same, granted to Laramie County by law, regulation, or judicial decision or interpretation.

**LAW AND VENUE:**

The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed to by the parties to be a material inducement to enter into this MOU. This provision is not intended nor shall it be construed to waive Laramie County's governmental immunity as provided in this MOU.

**SEVERABILITY:**

If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if Laramie County or Enbridge Inc. are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this MOU are fully severable.

**GOVERNMENTAL IMMUNITY:**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this MOU. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law, based on this MOU.

**ROAD CONSTRUCTION CONTRIBUTION AGREEMENT**

THIS ROAD CONSTRUCTION CONTRIBUTION AGREEMENT (this “Agreement”) is dated as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Laramie County, Wyoming (the “County”), and TGE Wyoming 222, LLC., a Delaware LLC (“TGE”) (each of the foregoing, a “Party” and collectively the “Parties”). This Agreement is made with reference to the following recitals:

**Recitals**

A. TGE is planning the development of the “Cowboy Solar Project” (Laramie County Project # PZ-24-00015) (the “Solar Project”) on the real property located in Laramie County, Wyoming described on Exhibit A attached hereto (the “Property”).

B. As an asset owned by the publicly traded parent company of TGE, in order to proceed with the Solar Project, TGE must receive a “Full Investment Decision”, which Full Investment Decision must be supported by executed offtake contracts, an executed interconnection agreement, final and unappealable County approval of the Solar Project, and other matters related to power production and distribution.

C. As a condition to granting necessary approvals for the Solar Project, the County is requiring that TGE contribute funds to improve, modify, and reconstruct a portion of County Road 203, also known as Chalk Bluff Road (the “Road Project”), which portion of road is identified in Exhibit B attached hereto (the “Road”).

C. TGE has agreed to contribute a portion of the funds necessary for the Road Project on the condition that the County grants all approvals necessary for development of the Solar Project and TGE makes a Full Investment Decision.

D. The Exhibits that are attached and incorporated herein are as follows:

- EXHIBIT A            Description of Cowboy Solar Property
- EXHIBIT B            Description of Road

**Agreement**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

**Section 1.    Effectiveness of Agreement.**

**1.1** This Agreement shall become effective if and when the County grants approvals sufficient for development of the Solar Project (the “Approvals”), the Approvals are final, and all applicable periods for appeal of the Approvals have expired. The Approvals shall include, without limitation, final approval by the Laramie County Board of County Commissioners (“BOCC”), **an**

approved Solar Energy Site Plan, a Solar Energy Permit, and an associated road construction permit. The parties agree that by executing this Agreement and receiving all Approvals, TGE will have satisfied Special Condition #19 of its Industrial Siting Permit. The County represents that the types of approvals listed in this Section 1.1 are the only County approvals that will be required for development of the Solar Project and agrees that no additional approvals will be required at a later date.

1.2 Unless and until the County grants final, unappealable approvals as described in Section 1.1 hereof, neither Party shall have any obligations under this Agreement.

**Section 2. County Management of Road Project.**

2.1 In furtherance of the general public welfare associated with the reconstruction and modification of roads in the County, the County will manage all construction processes associated with the Road Project. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated construction agreements, bonds, manage and/or administer necessary inspections, appropriation and payment of funds to the consultant and/or contractor(s), final acceptance of the work performed, and all other matters necessary for the acceptance and implementation of the design and completion of construction of the Road Project as contemplated herein.

**Section 3. Obligations of TGE.**

3.1 TGE's sole obligations under this Agreement shall be (i) to provide an amount of funds for the Road Project equal to twelve million dollars (\$12,000,000.00) minus the Design Costs, as defined below (such funds, the "TGE Contribution"), and (ii) to provide plans and specifications for the Road Project (the "Plans") in accordance with Section 3.3 hereof. TGE shall have no obligation to provide the TGE Contribution or the Plans unless and until (i) the final Approvals are granted as provided in Section 1 hereof and (ii) TGE provides notice to the County that TGE has made a Full Investment Decision. Such notice, ("Full Investment Decision Notice") shall comply with the notice requirements of this Agreement, and TGE shall deliver such notice within seven (7) calendar days of receiving a Full Investment Decision.

3.2 The Laramie County Treasurer ("Treasurer") shall establish a separately identifiable account controlled by the Treasurer identified as the "Chalk Bluff Road Account", and TGE shall deposit the TGE Contribution with the Treasurer for placement by the Treasurer in the Chalk Bluff Road Account within thirty (30) days of the later to occur of (i) TGE's delivery of the Full Investment Decision Notice and (ii) the date on which all final Approvals have been granted and all appeal periods applicable to the same have expired.

3.3 TGE has engaged a design firm (the "Design Firm") to produce the Plans, and TGE shall provide the County with a copy of the agreed upon contract, including estimated design fees, with the Design Firm (Attachment B). TGE shall be entitled to deduct all costs incurred in connection with the engagement of the Design Firm and the production of the Plans (such costs, the "Design Costs") from twelve million dollars to determine the amount of the TGE Contribution. TGE (and the Design Firm) shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the



most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works permitting policies as it relates to the construction plan set.

**Section 4. Obligations of County.**

4.1 The Treasurer shall maintain the TGE Contribution Chalk Bluff Road Account for the purpose of paying invoices and billing for road work. Expenditures shall be tracked and available for review regarding expenses paid from the Chalk Bluff Road Account. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project.

4.2 Within fourteen (14) days of receipt of the Plans from TGE, the County shall either (i) deliver its written approval of the Plans, which approval shall not be unreasonably withheld, conditioned, or delayed; or (ii) deliver to TGE a specific description of any deficiencies in the Plans and a specific explanation of how such deficiencies may be corrected.

4.3 TGE agrees to the County's request that TGE publish notice for bidders for construction of the Road Project, which notice shall nevertheless be in the name of the County, and the County shall provide to TGE appropriate language and instructions to comply with all notice requirements applicable to the Road Project, if any.

4.4 The County, in accordance with the conditions herein, shall hire and supervise appropriate contractors for all work related to the Road Project. The County shall enter into all necessary contracts within 90 days of TGE's delivery of a Full Investment Decision Notice, and any contractors hired by the County shall be capable of commencing work within 90 days of the date of selection of such contractor. The work to be completed will be based on the Plans supplied by TGE. The Design Firm will produce a construction plan set to be approved by Laramie County Public Works which will be used for the road work and to produce an RFB for the reconstruction and modification of the road. In compliance with applicable State law and County procedures, Laramie County will issue an RFB based on the approved construction plan set. Laramie County will, at its discretion and based on the terms of the RFB, select a competent bidder. The engagement and supervision of the contractor for the Road Project shall be the sole responsibility of the County. TGE shall not be responsible for any defects, delays, or other issues with the construction work on the Road Project, and no such issues shall delay TGE's right to proceed with the Solar Project pursuant to Section 5.1 hereof.

4.5 The County shall contribute two million five hundred thousand dollars (\$2,500,000.00) to the Road Project (the "County Contribution"). The County Contribution shall be deposited with the Treasurer in the Chalk Bluff Road Account. Expenditures from the County Contribution shall be tracked and available for review. Payment of funds from the County Contribution shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project. Disbursements from the Chalk Bluff Road Account shall be drawn equally from the County Contribution and the TGE Contribution until the County

Contribution is fully expended. Thereafter disbursements shall be drawn against the balance of the TGE Contribution.

4.6 In the event that the cost to complete the Road Project exceeds the sum of the County Contribution and the TGE Contribution, the County agrees to first seek to cover the excess amounts by requesting a modification of the impact assistance funding awarded by the Industrial Siting Council for the Cowboy Solar Project. Should the Industrial Siting Council deny the requested modification, the County and TGE shall negotiate on how to share the excess costs. Any portion of the TGE Contribution that has not been disbursed upon completion of the Road Project shall be returned to TGE.

4.7 Maintenance of the Road before, during, and after the Road Project shall be the sole responsibility of the County, and TGE shall have no responsibility for any such maintenance.

#### Section 5. Timelines; Coordination with Solar Project.

5.1 The Parties anticipate that commencement of any onsite work related to the Solar Project (outside of Road 203/Chalk Bluff Road construction) will begin June of 2025. TGE agrees to refrain from delivering modules, inverters, racking systems, and batteries to the Property prior to substantial completion of roadway improvements to the satisfaction of Laramie County Public Works. Notwithstanding the preceding sentence, and regardless of the status of the Road Project, TGE may commence all onsite work related to the Solar Project, including, without limitation, the work described in the preceding sentence, on the date that is one year after TGE's delivery of the TGE Contribution to the Treasurer. The County agrees that TGE shall have uninterrupted access to the Property via the Road, including during initial onsite project improvements and during later phases of onsite work, which initial work may include, without limitation, mobilization, mowing, topsoil stripping, grading, etc., with minimal use of heavy trucks to mobilize onsite equipment and operator traffic.

5.2 The Parties acknowledge that achieving Full Investment Decision requires completion of certain arrangements with third parties, as referenced in the Recitals, above, and accordingly, Full Investment Decision will be scheduled upon receipt of final third-party contracts. Accordingly, in addition to the County's approval of the Solar Project as contemplated herein having a duration of five years in accordance with Section 2-2-125(g)(i)(J) of the Laramie County Land Use Regulations, pursuant to Section 2-2-125(g)(i)(K), the County shall approve an extension thereof beyond such five (5) year period in the event Full Investment Decision has not been reached due to ongoing delays of third party actions otherwise necessary for full operation of the Solar Project (e.g., completion of necessary infrastructure by Black Hills Energy or similar).

#### Section 6. Adjustments; Unforeseen Circumstances.

6.1 The Parties acknowledge and agree that unforeseen circumstances may arise in the course of both the Road Project and the Solar Project, including, without limitation, issues related to pricing, availability of materials and services, site conditions, and weather. The Parties shall cooperate in good faith to resolve any such unforeseen circumstances as quickly as possible, time being of the essence. Notwithstanding the foregoing, in no circumstances shall TGE be responsible

for any unanticipated costs that are a result of action or inaction by the County. TGE, however, will bear any costs that relate solely to defects in the design process managed by TGE.

**Section 7. Waiver of Road Restoration Requirement.**

**7.1** TGE's performance of its obligations under this Agreement shall be in lieu of TGE's obligation, pursuant to Laramie County Code Section 2-2-125(c)(xiii), to restore the Road to its original or better condition upon completion of the Solar Project. The County agrees that TGE's obligations under Laramie County Code Section 2-2-125(c)(xiii) shall be fully satisfied by TGE's performance of its obligations under this Agreement, and TGE shall not be required to perform or make payments for any additional road work during or after completion of the Solar Project. TGE shall have no liability for damage to or wear and tear on Chalk Bluff Road associated with or as a direct or indirect result of the installation or construction of the Solar Project.

**Section 8. Remedies.**

**8.1** All remedies at law and equity shall be available to TGE in the event that the County fails to perform any obligation under this Agreement. Without limiting the generality of the preceding sentence, TGE shall be entitled to pursue consequential damages for the County's failure to perform under this Agreement, which consequential damages may include, but shall not be limited to, damages resulting from delays, complications, modifications, or other effects on the Solar Project. The County acknowledges that damages may be an inadequate remedy in the event that the County fails to fulfill its obligations hereunder. Therefore, in addition to any other remedies available at law or in equity, the County agrees that the remedy of specific performance is available to TGE and is intended to apply to the obligations of the County.

**8.2** The County does not waive its Sovereign Immunity as set forth in Wyoming Statute § 1-39-104(a) for Torts as described in that section. The parties, however, agree the County does not retain any immunity for any breach of this Agreement also as provided for in Wyoming Statute § 1-39-104(a).

**Section 9. Legality of County's Requirement of TGE Contribution.**

**9.1** In the event that the County's requirement that TGE contribute to the Road Project as a condition of granting the Approvals is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the County acknowledges and agrees that the Approvals will remain valid, and TGE may complete the Solar Project, regardless of whether the County is entitled to retain the TGE Contribution.

**Section 10. County's Authority.**

**10.1** The County's authority to enter into this Agreement and to require issuance of such permits as may be required is granted under the authority of state law, including but not limited to W.S. 24-1-104, Wyoming Statutes Title 34 Property, Conveyances and Security Transactions, Title 18 Counties, Title 15 Cities and Towns, Title 24 Highways, Title 9 Administration of the Government, Title 35 Public Health and Safety, Title 31 Motor Vehicles. Exclusion or absence from this enumerated list of any authority shall not abrogate or otherwise prevent exercise of any

authority or enforcement or same, granted to the County by law, regulation, or judicial decision or interpretation.

**Section 11. Notices.** All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted via email with delivery confirmed, or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

If to \_\_\_\_\_:

With copies to:

And

If to \_\_\_\_\_:

With copies to:

And

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email (provided that confirmation of email transmission is before 5:00 p.m. on a Business Day, and, if after such time, then on the next Business Day) or on the third Business Day following the date such notice is mailed in accordance with this Section. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided the other party in accordance with this Section 8; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

**Section 12. Time of Essence.** Time is of the essence of this Agreement.

**Section 13. Governing Law; Jurisdiction.** The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District. The foregoing provisions of this paragraph are agreed to by the parties to be a material inducement to enter into this Agreement.

Section 14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the County or TGE are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. Notwithstanding the preceding sentence, in no circumstances shall TGE have any obligations under this Agreement unless and until the County grants the final, unappealable Approvals as described in Section 1 hereof.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any electronic signature to this document or to any other certificate, agreement or document related to this transaction, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, any state electronic signatures and/or records act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereto waive any objection to the contrary. Without limiting the foregoing, the parties consent to the use of remote notarization if such notarial act is performed in accordance with the laws of the state governing the notarial act. "Electronic signature" as used herein includes (a) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record (including any signature affixed by DocuSign), and (b) any facsimile or .pdf signature.

Section 17. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 18. Assignability. TGE may assign its rights under this Agreement to (a) any entity controlling, controlled by, or under common control with TGE, or (b) any successor-in-interest to TGE in the Solar Project, in each case without the County's prior written consent, and upon such assignment TGE will be released from all obligations under this Agreement.

Section 19. Modifications; Waiver. No waiver, modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

Section 20. Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby

Section 21. No Personal Liability of Officers or Directors.

21.1 The Parties acknowledge and agree that this Agreement is entered into by TGE as a legal entity and agree that no individual officer, member, shareholder, employee or representative of TGE shall have any personal liability under this Agreement. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties

hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 22. Computation of Time. In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. All times stated herein are by reference to Mountain Time.

Section 23. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or relating to any disputes or a default by any party in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

[signatures on following page]

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

**TGE:**

TGE, INC.,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY:**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

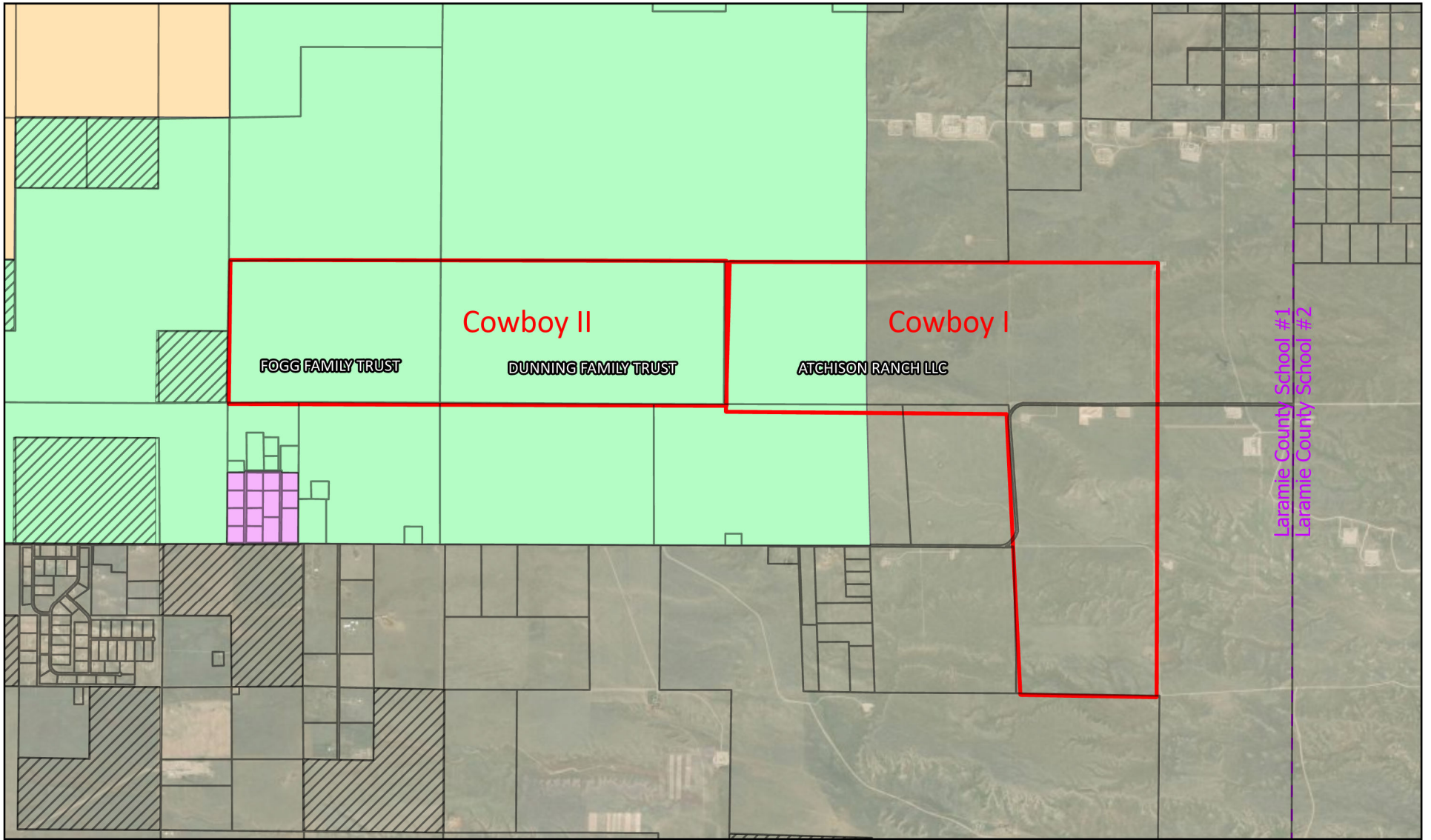
**EXHIBIT A**

**Legal Description of Cowboy Solar Property**



**EXHIBIT B**  
**Description of Road**

32512984\_v4



**Cowboy Solar Project**  
Laramie County, Wyoming



**Legend**

- |                          |                                    |
|--------------------------|------------------------------------|
| Project Area             | AGRICULTURAL                       |
| School District Boundary | AGRICULTURAL AND RURAL RESIDENTIAL |
| Private Land             | PLANNED UNIT DEVELOPMENT           |
| State Land               |                                    |

December 1, 2023

**RE:** Notice of Proposed Cowboy Solar Project, ISD Application

Dear Interested Party,

We are writing to notify you that Enbridge, Inc. is planning to submit an Industrial Siting Permit application to the Wyoming Department of Environmental Quality (WDEQ), for the proposed construction and operation of the Cowboy Solar Project in Laramie County, Wyoming no sooner than 30 days following the posting of this letter. The application will be prepared in accordance with the Wyoming Status (W.S.) §35-12-109 of the Industrial Development Information and Siting Act (ISA).

The Cowboy Solar Project would be located entirely on leased private lands in unincorporated Laramie County, approximately 4 miles southeast of the City of Cheyenne. The Project would consist of two phases: Cowboy Solar I and Cowboy Solar II. These phases are located adjacent to one another east of U.S. Highway 85 (US-85) and both north and south of Chalk Bluff Road (County Road 203). Cowboy I would be developed on 2,600 acres of leased private land and would include a 421 Megawatt alternating current (MWac) solar facility and a 136 MW battery energy storage project. Cowboy II would be developed on 1,680 acres of leased private land and would include a 371 MWac solar facility and a 133 MW battery energy storage project. The Project will generate enough electricity to power 73,000 homes annually. However, the goal of the Project is for the electricity to be used by large industrial corporate customers in Wyoming. An included project vicinity map shows the locations of both Cowboy I and Cowboy II.

Project components would include solar panels, respective battery energy storage system, access roads, and other associated facilities. Cowboy Solar I and Cowboy Solar II are proposed to have a total of 901,512 and 754,623 solar panels, respectively. The solar panels would be located adjacent to each other on trackers, which will rotate based on the relative location of the sun. Trackers would be arranged in inverter blocks, with a total of 106 inverters for Cowboy Solar I and 94 inverters for Cowboy Solar II. All project components would be contained within the fenced project boundaries. The project layout was developed to minimize noise, visual, and traffic impacts to the surrounding community.

Cowboy Solar I is anticipated to begin construction in 2025, with a commercial operation date of fall 2026. Cowboy Solar II is anticipated to begin construction in 2026 with a commercial operation date of fall 2027. Enbridge is committed to siting and developing the project in a manner that minimizes impact to the environment.

Development of the project will require approval from the WDEQ Industrial Siting Division and from Laramie County, via their land use permitting process. Laramie County will hold a Board of County Commissioners hearing during their review of the forthcoming land use permit application



for this project. You may be notified of the time and location of the public hearings associated with these processes, as they progress.

Cowboy Solar welcomes your input as part of the public involvement process.

You may provide comments via email to:

Christian Dick  
Project Development Director  
[power.operations@enbridge.com](mailto:power.operations@enbridge.com)

Or via mail to:

Attn: Christian Dick  
Enbridge, Inc.  
15725 Dallas Parkway, Suite 550  
Addison, TX 75001

A handwritten signature in black ink that reads 'Christian F. Dick'.

Christian Dick  
Director, Project Development  
Enbridge

Learn more at [www.enbridge.com/cowboysolar](http://www.enbridge.com/cowboysolar)

# Cowboy Solar Project



## About Enbridge

At Enbridge, our goal is to be the first-choice energy delivery company in North America and beyond – for customers, communities, investors, regulators and policymakers, and employees. We move roughly 30% of the crude oil produced in North America and 20% of the natural gas consumed in the United States. Our gas distribution and storage business also serves 3.9 million retail customers in Ontario and Quebec.

We have committed to reducing our emissions intensity 35% by 2030, being net-zero by 2050, and investing in renewables to help support the energy transition.

With our partners in the U.S., Canada, France, Germany, and England, we

have built a portfolio of over 5.2 GW of wind, offshore wind, and solar projects.

Enbridge is an experienced energy asset operator with an excellent record in safety, reliability, and as a community partner. Our 24/7 Remote Operations Center monitors our assets to ensure they are performing efficiently and safely.

We are a full life-cycle community partner, from project development, through operation, to an asset's end of life, including equipment removal and land reclamation. Last year, we became one of the first in Canada to fully remove a renewable energy project and reclaim the land.

## Financial Impact in Wyoming

More than **24.4 million** paid in property tax



**\$120,000** paid in sales and use taxes,  
**\$47,000** paid in payroll taxes



Paid **\$3.3 million** in wages to 35 Wyoming-based employees



Invested **\$40 million** in capital expenditures and **\$36,500** in community grants in 2022



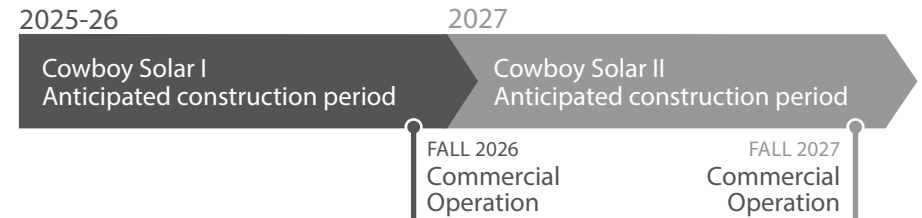
## About the project

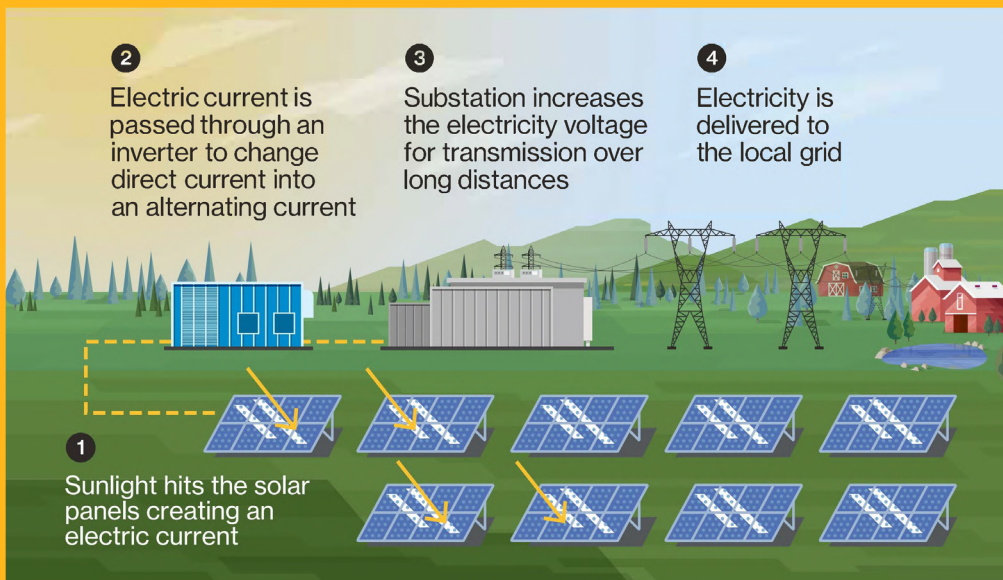
Cowboy I is proposed as a 421 MWac, 136 MW battery storage project. Cowboy I would be located within 2,600 acres of the 3,359-acre parcel area.

Cowboy II is proposed as a 371 MWac, 133 MW battery storage project. Cowboy II would be located within 1,680 acres of the 2,270-acre parcel area.

Enbridge is committed to siting the project in a manner that minimizes impacts to the environment.

## Construction Timeline





## About Cowboy Solar

The goal of this project is for the electricity to be used by large industrial corporate customers within Wyoming.

### Cowboy Solar I

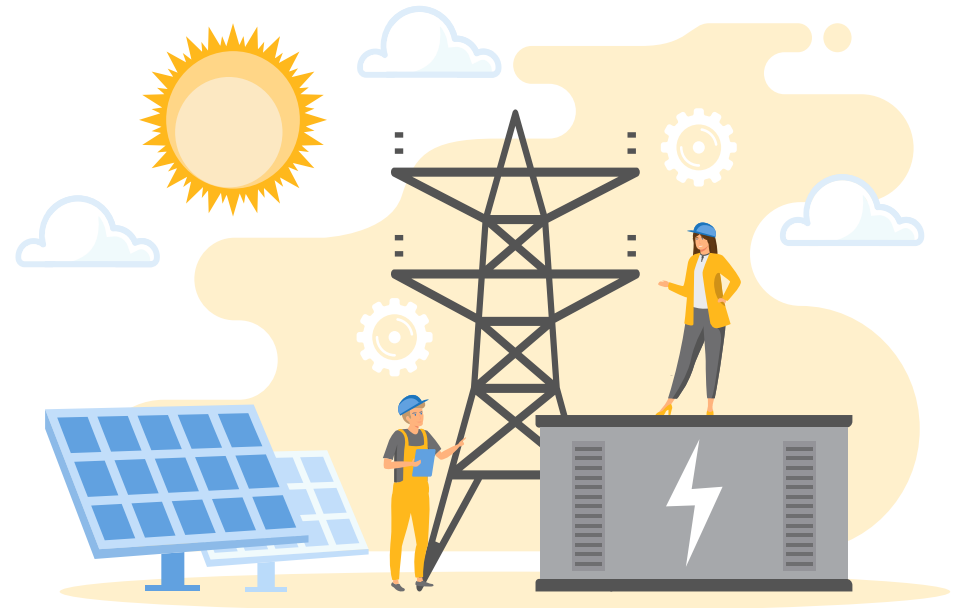
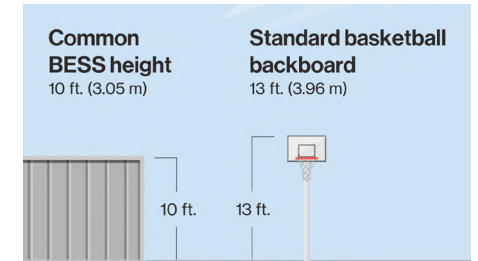
- This phase is located east of U.S. Highway 85 (US-85) and both north and south of Chalk Bluff Road (County Road 203)
- Point of Interconnect: Sweetgrass Substation 230kV Buss

### Cowboy Solar II

- This phase is located immediately west of Cowboy Solar I and is located north of Chalk Bluff Road.
- Point of Interconnect: Onsite, Line Tap of Ready Wyoming 230kV Transmission Line

## Battery Energy Storage System (BESS)

- BESS do not generate their own electricity, but store charge from other sources
- They support grid reliability by providing stored power when demand is high
- BESS do not create water or air pollution
- There are over 9.3 GW of BESS projects operating in the US



Scan here to learn more about the Cowboy Solar Project.



[www.enbridge.com/cowboysolar](http://www.enbridge.com/cowboysolar)

### Contact

Christian F. Dick  
 Director of Project Development  
[power.operations@enbridge.com](mailto:power.operations@enbridge.com)



# Permit Notes

**Permit Number:** PZ-24-00015

**Parcel Number:** 12650110000300

**Submitted:** 01/18/2024

**Site Address:** 3583 ROAD 203

**Technically Complete:** 02/14/2024

**Applicant:** Enbridge Inc.  
**Owner:** DUNNING FAM TR  
**Project Description:** 8 1/2 Section Solar Facility

Cheyenne, WY 82007

**Approved:**  
**Issued:**

<u>Begin Date</u>	<u>End Date</u>	<u>Permit Area</u>	<u>Subject</u>	<u>Note Type</u>	<u>Note Text</u>	<u>Created By</u>
02/14/2024		Application	PZ-24-00015	GENERAL	taxes are current as of 02/14/24	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	GENERAL	taxes are current as of 02/14/24	TAMMY.DEISCH@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	POP-UP	NOTE TO REVIEWERS:  Most of the submittals for this project are located in the Application submittal. The applicant put together a single PDF which contains most of the requisite information and is clickable to take you from the table of contents to wherever you need to go. The drainage report was produced separately, and the technical site plans have also been uploaded separately for your review. Hydrology, biological, and weeds reports have also been added as of 2/28 in the Supplemental Information submittals.  Please take your time with review comments on this project.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/14/2024		Application	PZ-24-00015	POP-UP	NOTE TO REVIEWERS:  Most of the submittals for this project are located in the Application submittal. The applicant put together a single PDF which contains most of the requisite information and is clickable to take you from the table of contents to wherever you need to go. The drainage report was produced separately, and the technical site plans have also been uploaded separately for your review. Hydrology, biological, and weeds reports have also been added as of 2/28 in the Supplemental Information submittals.  Please take your time with review comments on this project.	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/15/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	Per Laura Pate, no comment from Real Estate office	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
02/15/2024		Workflow	COUNTY REAL ESTATE OFFICE REVIEW	GENERAL	Per Laura Pate, no comment from Real Estate office	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV

## Permit Notes

02/21/2024	Application	PZ-24-00015	GENERAL	1.Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have low trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.	CHRISTOPHER.YA NEY@LARAMIECO UNTYWY.GOV
02/21/2024	Application	PZ-24-00015	GENERAL	1.Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have low trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.	CHRISTOPHER.YA NEY@LARAMIECO UNTYWY.GOV
02/22/2024	Application	PZ-24-00015	GENERAL	Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informational purposes, no response is required)	SETH.LLOYD@LA RAMIECOUNTYWY .GOV
02/22/2024	Application	PZ-24-00015	GENERAL	Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informational purposes, no response is required)	SETH.LLOYD@LA RAMIECOUNTYWY .GOV
02/23/2024	Application	PZ-24-00015	GENERAL	Shall meet the intent of IFC 2021 Project size and scope large and comments shall reflect all work areas. Chapter 5, Fire Service Features, ALL. Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control. Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unkown lithium-ion Battey system is not defined in application. ***1207.1.5 Large-Scale fire test section as defined*** Appendix D Fire Apparatus Access Roads, ALL sections. Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria. Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD # 1 for fire suppression with dry hydrants, located in Project site I and II.	DARRICK.MITTLES TADT@LARAMIEC OUNTYWY.GOV



## Permit Notes

02/23/2024	Application	PZ-24-00015	GENERAL	<p>Shall meet the intent of IFC 2021</p> <p>Project size and scope large and comments shall reflect all work areas.</p> <p>Chapter 5, Fire Service Features, ALL.</p> <p>Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control.</p> <p>Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unknown lithium-ion Battery system is not defined in application. ***1207.1.5 Large-Scale fire test section as defined***</p> <p>Appendix D Fire Apparatus Access Roads, ALL sections.</p> <p>Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria.</p> <p>Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD # 1 for fire suppression with dry hydrants, located in Project site I and II.</p>	<p>DARRICK.MITTLES TADT@LARAMIEC OUNTYWY.GOV</p>
02/23/2024	Workflow	COUNTY ASSESSOR REVIEW	GENERAL	No comments.	CINDY.KEMIVES@LARAMIECOUNTY WY.GOV
02/23/2024	Workflow	COUNTY ASSESSOR REVIEW	GENERAL	No comments.	CINDY.KEMIVES@LARAMIECOUNTY WY.GOV
02/23/2024	Workflow	PLAN REVIEW BY BUILDING	GENERAL	<p>Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.</p> <p>2021 IFC requires water supplies to be within 400' of all new buildings.</p> <p>Fire apparatus access roads required per IFC 2021 Section 503.</p> <p>Building permits shall be required for all new building construction.</p> <p>Laramie County has adopted the 2021 I-codes and the 2023 NEC.</p>	DANIEL.PETERS@LARAMIECOUNTY WY.GOV

## Permit Notes

02/23/2024	Workflow	PLAN REVIEW BY BUILDING	GENERAL	<p>Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.</p> <p>2021 IFC requires water supplies to be within 400' of all new buildings.</p> <p>Fire apparatus access roads required per IFC 2021 Section 503.</p> <p>Building permits shall be required for all new building construction.</p> <p>Laramie County has adopted the 2021 I-codes and the 2023 NEC.</p>	DANIEL.PETERS@ LARAMIECOUNTY WY.GOV
02/26/2024	Application	PZ-24-00015	GENERAL	<p>Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.</p> <p>Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.</p> <p>WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the traveling public: "If glare from the solar panels become an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. [insert name of solar farm company] shall be responsible for the costs associated to develop, install, and maintain the solar mitigation improvements."</p>	TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV
02/26/2024	Application	PZ-24-00015	GENERAL	<p>Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.</p> <p>Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.</p> <p>WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the traveling public: "If glare from the solar panels become an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. [insert name of solar farm company] shall be responsible for the costs associated to develop, install, and maintain the solar mitigation improvements."</p>	TAYLOR.MCCORT @LARAMIECOUNT YWY.GOV

## Permit Notes

02/26/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.	MOLLY.BENNETT @LARAMIECOUNT WY.GOV
02/26/2024	Workflow	PUBLIC WORKS REVIEW	GENERAL	Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.	MOLLY.BENNETT @LARAMIECOUNT WY.GOV
02/27/2024	Application	PZ-24-00015	GENERAL	<p>1.The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed with the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.</p> <p>2.Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.</p> <p>3.The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).</p> <p>4.I concur with the analysis provided in the Preliminary Drainage Report and its findings.</p> <p>5.Access and right-of-way permits will be required for the new accesses.</p> <p>6.The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.</p> <p>7.This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.</p> <p>8.Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.</p> <p>9.The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be</p>	SCOTT.LARSON@ LARAMIECOUNTY WY.GOV

## Permit Notes

reconfigured and Sheet C-407 does not show any changes to that access.

02/27/2024	Application	PZ-24-00015	GENERAL	<p>1.The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed with the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.</p> <p>2.Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.</p> <p>3.The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).</p> <p>4.I concur with the analysis provided in the Preliminary Drainage Report and its findings.</p> <p>5.Access and right-of-way permits will be required for the new accesses.</p> <p>6.The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.</p> <p>7.This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.</p> <p>8,Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.</p> <p>9.The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be reconfigured and Sheet C-407 does not show any changes to that access.</p>	SCOTT.LARSON@LARAMIECOUNTY.WY.GOV
02/27/2024	Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV

## Permit Notes

02/27/2024	Workflow	PLAN REVIEW BY ENVIRONMENTAL HEALTH	GENERAL	If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.	TIFFANY.GAERTNER@LARAMIECOUNTY.WY.GOV
02/29/2024	Application	PZ-24-00015	GENERAL	Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV
02/29/2024	Application	PZ-24-00015	GENERAL	Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.	MATTHEW.BUTLER@LARAMIECOUNTY.WY.GOV
03/01/2024	Application	PZ-24-00015	GENERAL	Any improvements or work within the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section 3.	JUSTIN.ARNOLD@LARAMIECOUNTY.WY.GOV
03/01/2024	Application	PZ-24-00015	GENERAL	Any improvements or work within the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section 3.	JUSTIN.ARNOLD@LARAMIECOUNTY.WY.GOV
03/04/2024	Workflow	PLAN REVIEW BY PLANNING AND ZONING	GENERAL	<p>Planning review 1:</p> <ol style="list-style-type: none"> <li>1. Please address all agency review comments in their entirety.</li> <li>2. Planning approval to be conditioned upon Public Works approval.</li> <li>3. Please note that further reviews are forthcoming and review 1 will not complete the review process.</li> </ol>	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/04/2024	Workflow	PLAN REVIEW BY PLANNING AND ZONING	GENERAL	<p>Planning review 1:</p> <ol style="list-style-type: none"> <li>1. Please address all agency review comments in their entirety.</li> <li>2. Planning approval to be conditioned upon Public Works approval.</li> <li>3. Please note that further reviews are forthcoming and review 1 will not complete the review process.</li> </ol>	BRYCE.HAMILTON@LARAMIECOUNTY.WY.GOV
03/11/2024	Workflow	ENGINEERS REVIEW	GENERAL	<ol style="list-style-type: none"> <li>1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.</li> <li>2. The Laramie County Land Use Regulations, require</li> </ol>	MOLLY.BENNETT@LARAMIECOUNTY.WY.GOV

## Permit Notes

Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.

3. Due to Chalk Bluff Road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email (permits@laramiecountywy.gov) Public Works for more information.

3a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.

4. Any internal roadways on the site shall comply with the needs of emergency services.

5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access roadways internal to the site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

6. There will be no public maintenance of internal roadways/access easements.

7. All comments from the review engineer shall be resolved appropriately.

03/11/2024	Workflow	ENGINEERS REVIEW	GENERAL	<p>1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.</p> <p>2. The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.</p> <p>3. Due to Chalk Bluff Road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email (permits@laramiecountywy.gov) Public Works for more information.</p> <p>3a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.</p> <p>4. Any internal roadways on the site shall comply with the needs of emergency services.</p> <p>5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access</p>	MOLLY.BENNETT @LARAMIECOUNT YWY.GOV
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## Permit Notes

roadways internal tot he site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

6. There will be no public maintenance of internal roadways/access easements.

7. All comments from the review engineer shall be resolved appropriately.

03/12/2024	Application	PZ-24-00015	GENERAL	Please see attached document.	SUE.KINSLEY@LARAMIECOUNTYWY.GOV
03/12/2024	Application	PZ-24-00015	GENERAL	Please see attached document.	SUE.KINSLEY@LARAMIECOUNTYWY.GOV
03/12/2024	Workflow	DEPARTMENT OF ENERGY (WAPA) REVIEW	GENERAL	WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.	BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV
03/12/2024	Workflow	DEPARTMENT OF ENERGY (WAPA) REVIEW	GENERAL	WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.	BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV
03/19/2024	Application	PZ-24-00015	GENERAL	A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area or increasing and modifying the noxious weeds in the area becoming a greater issue. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon as construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.  Slope in the project area needs to be addressed for erosion and sediment control in area.	CONSERVATIONDI@LARAMIECOUNTYWY.GOV

## Permit Notes

03/19/2024	Application	PZ-24-00015	GENERAL	<p>A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area or increasing and modifying the noxious weeds in the area becoming a greater issue. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon as construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.</p> <p>Slope in the project area needs to be addressed for erosion and sediment control in area.</p>	CONSERVATIONDI STRICT@LARAMIE COUNTY.WY.GOV
03/21/2024	Workflow	WYOMING GAME AND FISH DEPARTMENT REVIEW	GENERAL	WY GAME & FISH COMMENTARY ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT Y.WY.GOV
03/21/2024	Workflow	WYOMING GAME AND FISH DEPARTMENT REVIEW	GENERAL	WY GAME & FISH COMMENTARY ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT Y.WY.GOV
03/22/2024	Workflow	AIRPORT MANAGER REVIEW	GENERAL	COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT Y.WY.GOV
03/22/2024	Workflow	AIRPORT MANAGER REVIEW	GENERAL	COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.	BRYCE.HAMILTON @LARAMIECOUNT Y.WY.GOV



## Bryce Hamilton

---

**From:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Sent:** Thursday, March 21, 2024 12:10 PM  
**To:** Bryce Hamilton  
**Subject:** Re: Project

Good afternoon,  
Looking over the document and knowing where they might be pointed, I could see a potential for interference with aircraft. Aircraft are at an altitude of 1,000-2,200 feet off the ground in that area. It could become a blinding factor. I am not sure if they have studies or would need to perform some air study showing it would not be.

Kyle Malacina, A.C.E.  
Director of Properties and Compliance  
Cheyenne Regional Airport  
Cell: 307-421-5332

---

**From:** Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Sent:** Thursday, March 21, 2024 10:50 AM  
**To:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Subject:** RE: Project

Good morning Kyle, just following up on the status of this. Their ISD hearing is on Monday, and we're meeting with them tomorrow to go over the County's concerns from agency reviews.

*Bryce Hamilton*  
Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Bryce Hamilton  
**Sent:** Monday, March 11, 2024 10:24 AM  
**To:** Kyle Malacina <kmalacina@cheyenneairport.com>  
**Subject:** RE: Project

Hi Kyle:

## 2.6 Major Project Components

The major project components are listed below.

### *Photovoltaic Panels (600 - 625W Runergy PV Modules)*

PV Solar Panels will be installed on top of the racking system that is supported by I-beam foundations.

The modules will rotate with the racking system as they track the sun from east to west throughout the day – allowing them to capture energy from the sun most efficiently.

### *Racking Wiring*

The PV Solar panels are wired in series. This allows for the voltage of the panels to add together, but the amperage remains the same. Panels wired in series allows the voltage of the array to increase.

### *Solar PV Panel Tracker System (NX Horizon-XTR)*

The trackers used for the Project will be manufactured by Nextracker, a provider of intelligent, integrated solar tracker and software solutions used in utility-scale and ground-mounted distributed generation solar projects around the world (Nextracker 2023). The NX Horizon-XTR is a terrain-following tracker which conforms to natural terrain, to reduce cut and fill earthwork and pier lengths.

This is on page 13 of the document. I believe this means that they may be relatively straight upwards when the sun is directly overhead.

*Bryce Hamilton*

Associate Planner

**Laramie County Planning & Development**

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Kyle Malacina <[kmalacina@cheyenneairport.com](mailto:kmalacina@cheyenneairport.com)>

**Sent:** Monday, March 11, 2024 9:49 AM

**To:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>

**Subject:** Project

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

Good morning,

I am reviewing the documents currently. Some are very slow to load. One item you might be able to answer for me quickly. Do you know which way the solar panels will be pointed (E, SE, S)?

Thanks!

Kyle Malacina, A.C.E.

Director of Properties and Compliance

Cheyenne Regional Airport  
Cell: 307-421-5332



## WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

### GOVERNOR

Mark Gordon

### DIRECTOR

Brian R. Nesvik

### COMMISSIONERS

Ralph Brokaw-President

Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

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March 21, 2024

WER 15046.03

Laramie County Planning & Development

Cowboy Solar I & II Project Review

Laramie County

Bryce Hamilton

Associate Planner

Laramie County Planning & Development

3966 Archer Pkwy

Cheyenne, WY 82009

Bryce.hamilton@laramiecountywy.gov

Dear Ms. Hamilton,

We appreciate the ability to comment to Laramie County on the Cowboy Solar Project. Attached is a recent review (Wildlife Environmental Review 15046.03) of the Cowboy Solar Project we provided to The Wyoming Department of Environmental Quality – Industrial Siting Division. These comments continue to be valid and we are continuing to work with the proponent to ensure the best outcome for wildlife and their habitat.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Chris Henkel, Habitat Protection Biologist, at 307-777-2533.

Sincerely,

Will Schultz

Habitat Protection Supervisor

WS/ch/kgb



## WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

### GOVERNOR

Mark Gordon

### DIRECTOR

Brian R. Nesvik

### COMMISSIONERS

Ralph Brokaw-President

Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

February 8, 2024

WER 15046.03  
Department of Environmental Quality  
Industrial Siting Division  
Enbridge Inc.  
Cowboy Solar Project  
Section 109 Permit Application  
DEQ/ISC 23-03  
Laramie County

Jenny C. Staeben  
Department of Environmental Quality  
Administrator, Industrial Siting Division  
200 West 17<sup>th</sup> Street  
Cheyenne, WY 82002  
jenny.staeben2@wyo.gov

Dear Ms. Staeben,

The staff of the Wyoming Game and Fish Department (Department) has reviewed the proposed Cowboy Solar Project Section 109 Permit Application in Laramie County. The Department is statutorily charged with managing and protecting all Wyoming wildlife (W.S. 23-1-103). Pursuant to our mission and responsibilities, we offer the following comments for your consideration.

The proposed project is a two-phased, 771-megawatt (MW) industrial-scale photovoltaic (PV) solar facility located within a 5,425 lease-acre area of private agricultural rangeland approximately 4 miles southeast of Cheyenne and 3 miles east of U.S. Highway 85. The proposed development will include a total of approximately 1,656,135 solar panels, 269 MW Battery Energy Storage System (BESS), transmission towers, substations, and access roads. Construction is anticipated to begin in 2025 with an initial operational date for the first phase of the project, Cowboy Solar I, in the fall of 2026. The project's second phase, Cowboy Solar II, is anticipated to be fully operational by August of 2027. Electricity produce by the solar facility is intended for use by large industrial corporate customers in Wyoming.

### **Review of Section 109 Permit Application:**

#### **3.2 Construction Workforce, 9.5.2 Construction Impacts**

Given the details of construction traffic and peak construction workforce employment, the Department recommends the following measures to minimize human and wildlife conflicts:

- Reduce overall vehicular traffic by bussing crews to the work site.
- Prohibiting dogs (excluding service dogs) from the project site.

## **9.9 Biological Resources**

We commend the proponent for locating the proposed facility outside of sensitive wildlife habitat areas and values the planning and good faith effort to minimize impacts to wildlife throughout project siting and design.

### **9.9.1 Terrestrial Wildlife**

The Department thanks Enbridge for the following commitments to minimize impacts to big game:

- The use of wildlife exclusion perimeter fencing which includes strategic ingress/egress points to allow for safe passage should big game inadvertently become entrapped.
- Continued consultation on avoidance, minimization, and mitigation measures for big game impacted by the project including an additional north-to-south big game pathway through the project area.
- Instituting the Department's recommended 500-foot development buffers around Porter Draw.

### **9.9.3 Wyoming Game and Fish Coordination, 9.9.3.1 Wildlife Monitoring Plan**

Enbridge has been committed to following the wildlife review process detailed in the Department's Guidelines for Wind and Solar Energy. The proponent proactively coordinated with the Department during site selection and early project development and continues to collaboratively identify project impacts and mitigation measures. We anticipate this coordination to continue during the Wildlife Monitoring Plan development.

## **9.11 Vegetation and Pests**

We appreciate the proponent's commitment to monitor and manage for noxious weeds included in the State of Wyoming and Laramie County noxious weeds lists. Given construction activities can facilitate the introduction of invasive annual grasses (IAG) as well as noxious weeds, the Department recommends:

- Developing and implementing a plan to control noxious weeds and IAGs following construction, throughout the life of the project, and following decommissioning.

## **9.13 Cumulative Impacts**

Commercial solar power development can result in habitat loss and degradation due to significant infrastructure, increased human activity, and industrial noise and lighting. Wildlife mortality may increase due to collisions with power lines, fencing, panels, construction traffic, and other infrastructure. The Department commends Enbridge for mitigating cumulative wildlife impacts

Jenny C. Staeben  
February 8, 2024  
Page 3 of 3 – WER 15046.03

through siting considerations, project layout, appropriate fencing, and establishing movement pathways for big game. To further reduce impacts, we recommend:

- Minimizing artificial light in order to avoid and minimize impacts on migration, foraging, reproduction, and other animal behaviors.
- Burying power and transmission lines to reduce avian mortality as a result of collision with or electrocution by power and transmission lines.
- Employing bird diverters on fencing, to avoid avian mortality as a result of collision with fencing.

### **Recommended Permit Commitments**

The Department recommends including the following commitment in the approved Section 109 Permit:

- Develop and finalize a signed Wildlife Monitoring Plan. This plan should outline the projected fish and wildlife impacts and address how impacts will be mitigated.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Chris Henkel, Habitat Protection Biologist, at 307-777-2533.

Sincerely,



Will Schultz  
Habitat Protection Supervisor

WS/ch/kgb

cc: U.S. Fish and Wildlife Service  
Chris Wichmann, Wyoming Department of Agriculture



# Laramie County Public Works

13797 Prairie Center Circle Cheyenne, WY 82009  
Phone: 307.633.4302



TO: Laramie County Attorney's Office

FROM: Molly Bennett, Director of Laramie County Public Works

DATE: March 7, 2024

TITLE: Cowboy Solar (PZ-24-00015) – Road Infrastructure Review

## Summary:

Due to the impact this development action will have, Chalk Bluff Road (Road 203) will need to be upgraded to meet the current Laramie County Land Use Regulations (2022 LCLUR amended October 4, 2022) from US85 to the northernmost project access point prior to any on-site construction taking place. This equates to approximately nine miles of road improvements. See Figure 1 which shows a cross section detail of the current standard.

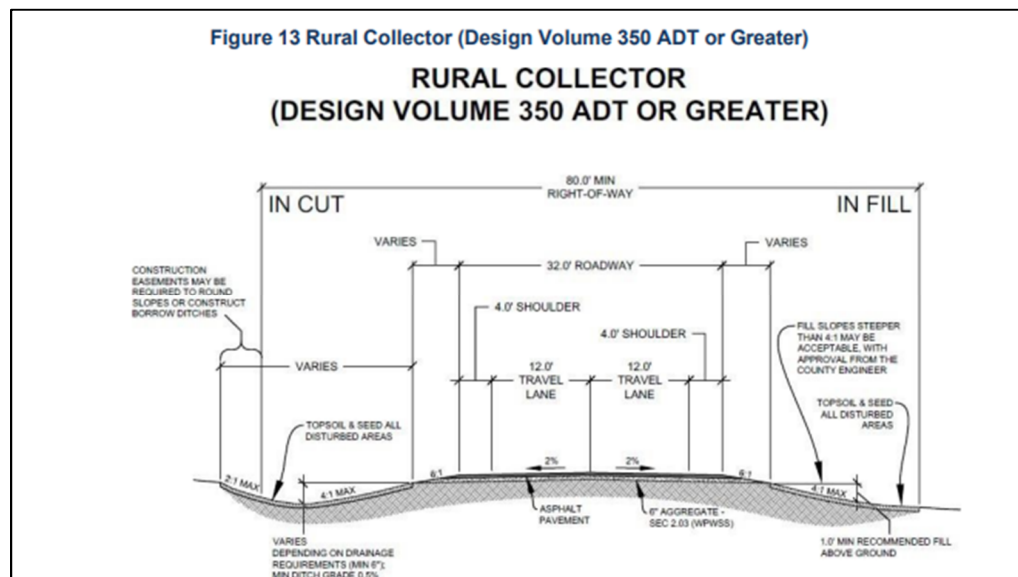


Figure 1

Laramie County utilized Scott Larson, P.E. with Benchmark Engineers, LLC to estimate the cost associated with these upgrades. We anticipate a cost for design and construction of roughly \$14.5 million. The cost estimates can be found in Attachment A and are an estimate which may not reflect the true cost of construction.



**Condition and Existing data for Chalk Bluff Road:**

Chalk Bluff Road was part of a countywide pavement condition inspection performed by Roadway Asset Services (RAS) on July 3, 2023. From that data, the average Pavement Condition Index (PCI) along the existing pavement section is rated at 42.6 out of 100. Based on industry standards (ASTM D 6433) this average PCI would put Chalk Bluff Road in the category of Poor. Attachment B shows the data and a map illustrating the locations.

Chalk Bluff Road has been deteriorating and in poor condition for many years. I cannot speak to any specific historic PCI information; however, multiple citizens that live along Chalk Bluff Road have informed me of the deterioration over the years.

Recorded Average Daily Traffic (ADT) counts are shown in the table below.

CHALK BLUFF RD. E. OF US 85	
Year	Counts (Average Daily Traffic - ADT)
2023	675
2018	651
2012	405
2011	570
2008	407
2005	382
2002	297
2000	274

The table shows a steady increase in the use of Chalk Bluff Road, with 2023 showing 675 average daily traffic (ADT). Based on the Traffic Study provided by Cowboy Solar, construction of the project will add 810 daily trips to Chalk Bluff Road. We have seen the road degrading as traffic has increased and the impact of these additional vehicles will, undoubtedly, cause degradation to the point of failure.

Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 1) within the Laramie County Land Use Regulations, prior to any on-site construction taking place.

The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the “Rural Collector (Design Volume 350 ADT or Greater)” cross section as shown in Figure 1. The upgrades shall be completed prior to any on-site construction taking place.

Sincerely,

A handwritten signature in black ink that reads "Molly Bennett". The signature is written in a cursive, flowing style.

Molly Bennett, Director  
Laramie County Public Works

# Attachment A

## Chalk Bluff Road (County Road 203) Reconstruction

FDR, widen to 32 ft, pave approaches to ROW

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$689,800	\$689,800
2	Bonds and Insurance	LS	1	\$86,300	\$86,300
3	Traffic Control (and Site Safety)	LS	1	\$431,100	\$431,100
4	Quality Control Testing	LS	1	\$129,400	\$129,400
5	Remove Culvert	LF	900	\$25	\$22,500
6	Remove Delineators	LS	1	\$3,000	\$3,000
7	Transition Section	EA	1	\$3,500	\$3,500
8	Full Depth Reclamation, 8" with Cement Treated Base	SY	127,700	\$15.00	\$1,915,500
9	Unclassified Excavation	CY	48,600	\$6.50	\$315,900
10	Crushed Base, 3"	Ton	27,200	\$22	\$598,400
11	Crushed Base (shoulder material)	Ton	1,200	\$50	\$60,000
12	Plant Mix Bit. Pavement, 3" (for approaches)	Ton	600	\$180	\$108,000
13	Plant Mix Bit. Pavement, 4"	Ton	35,400	\$145	\$5,133,000
14	Striping, White Edge Line	Mile	15.54	\$2,700	\$41,958
15	Striping, Yellow Centerline	Mile	7.77	\$2,700	\$20,979
16	Signs (Remove and Replace)	EA	11	\$500	\$5,500
17	Delineator, White (flexible)	EA	275	\$85	\$23,375
18	Delineator, Yellow (flexible)	EA	60	\$85	\$5,100
19	Delineator, Red	EA	60	\$60	\$3,600
20	Install New Flared End	EA	60	\$800	\$48,000
21	Install New Culvert	LF	1,600	\$125	\$200,000
22	Topsoil Stripping	Acre	28.0	\$1,500	\$42,000
23	Dryland Seeding	Acre	25.5	\$2,800	\$71,400
24	Force Account	\$	200,000	\$1	\$200,000
25	10% Contingency	N/A	1	\$1,015,900	\$1,015,900

**Construction Total: \$11,174,212**

### Non-Bid Items

A	Design (Engineering, Surveying, Geotech)	\$782,195
B	Construction Administration	\$558,711

**Non-Bid Total: \$1,340,905**

**PROJECT TOTAL: \$12,515,117**

## Chalk Bluff Road (County Road 203)

1.1 miles of north-south gravel section

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$97,300	\$97,300
2	Bonds and Insurance	LS	1	\$12,200	\$12,200
3	Traffic Control (and Site Safety)	LS	1	\$60,800	\$60,800
4	Quality Control Testing	LS	1	\$18,300	\$18,300
5	Remove Culvert	LF	50	\$25	\$1,250
6	Remove Delineators	LS	1	\$500	\$500
8	Unclassified Excavation	CY	6,900	\$6.50	\$44,850
9	Crushed Base, 6"	Ton	8,600	\$40	\$344,000
10	Crushed Base (shoulder material)	Ton	180	\$50	\$9,000
11	Plant Mix Bit. Pavement, 3" (for approaches)	Ton	250	\$180	\$45,000
12	Plant Mix Bit. Pavement, 4"	Ton	4,950	\$145	\$717,750
13	Striping, White Edge Line	Mile	2.20	\$2,700	\$5,940
14	Striping, Yellow Centerline	Mile	1.10	\$2,700	\$2,970
15	Signs (Remove and Replace)	EA	15	\$500	\$7,500
16	Delineator, White (flexible)	EA	45	\$85	\$3,825
17	Delineator, Yellow (flexible)	EA	4	\$85	\$340
18	Delineator, Red	EA	2	\$60	\$120
19	Install New Flared End	EA	2	\$1,500	\$3,000
20	Install New Culvert	LF	65	\$205	\$13,325
21	Topsoil Stripping	Acre	4.0	\$1,500	\$6,000
22	Dryland Seeding	Acre	3.7	\$2,800	\$10,360
23	Force Account	\$	30,000	\$1	\$30,000
24	10% Contingency	N/A	1	\$143,500	\$143,500

**Construction Total: \$1,577,830**

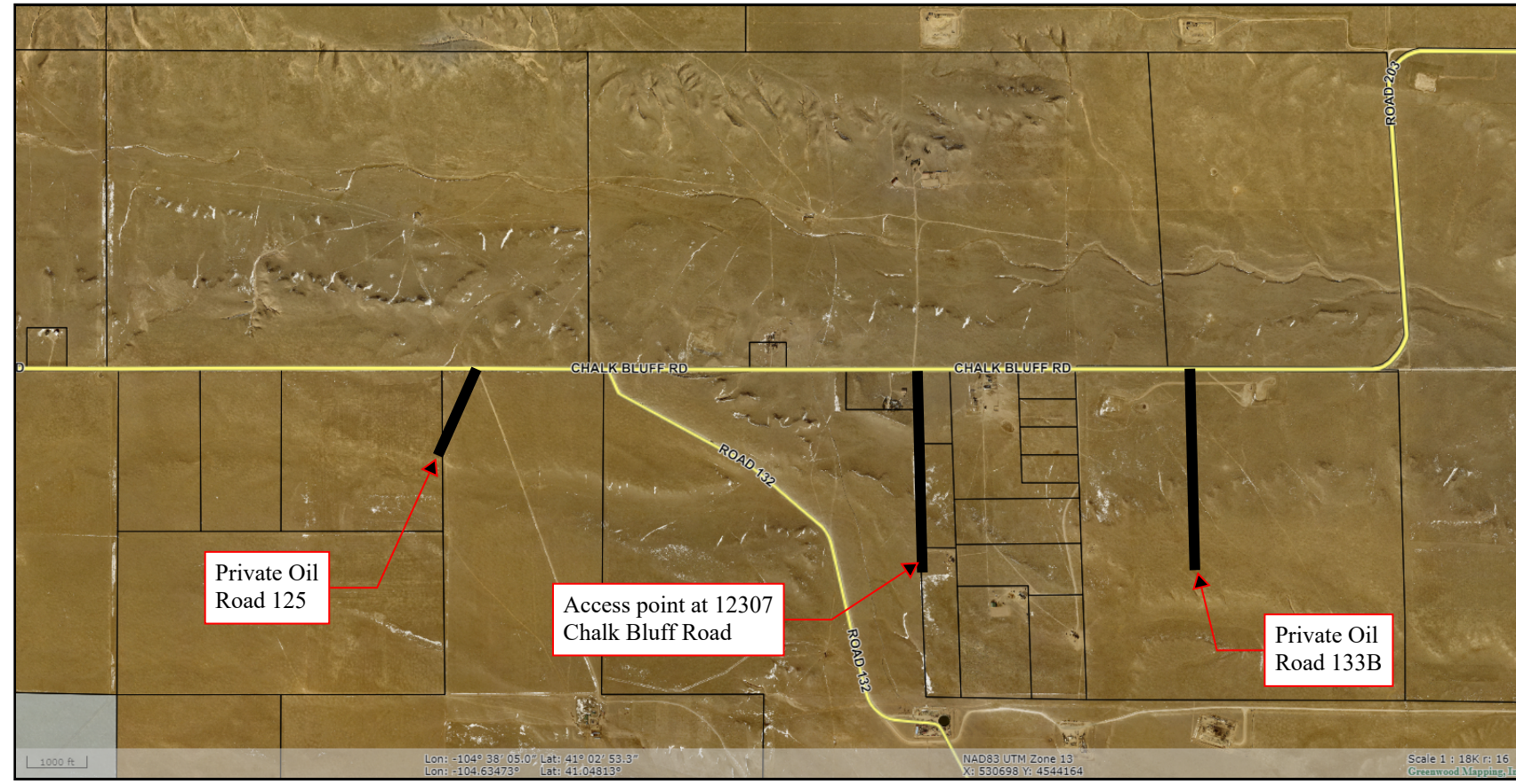
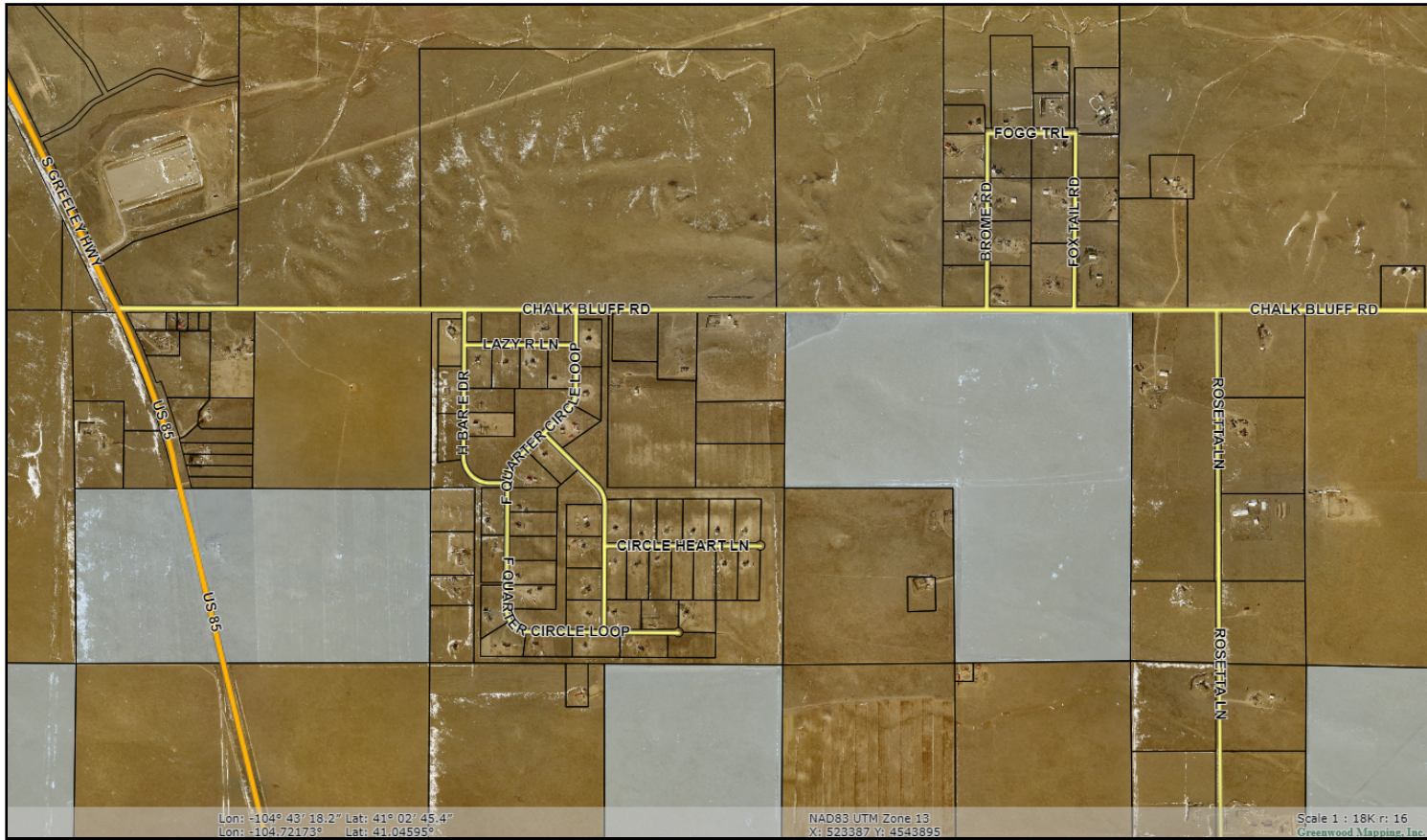
### Non-Bid Items

A	Design (Engineering, Surveying, Geotech)	\$110,448
B	Construction Administration	\$78,892

**Non-Bid Total: \$189,340**

**PROJECT TOTAL: \$1,767,170**

# Attachment B



Laramie County Asset Number	Approximate Location	Length (ft.)	Pavement Condition Index (PCI)
513	US85 to H Bar E Drive	5221	45.91
324	H Bar E Drive to F Quarter Circle Loop	1675	36.14
358	F Quarter Circle Loop to Brome Road	6166	36.44
248	Brome Road to Fox Tail Road	1314	43.16
503	Fox Tail Road to Rosetta Lane	2144	24.31
323	Rosetta Lane to Private Oil Road 125	9913	48.35
564	Private Oil Road 125 to Road 132	2121	53.98
276	Road 132 to Access point at 12307 Chalk Bluff Road	7745	40.42
3278	Access point at 12307 Chalk Bluff Road to Private Oil Road 133B	1864	56.95
1366	Private Oil Road 133B to End of Pavement	2211	40.34

total length in feet	40,374.00
total length in miles	7.65
Average PCI	42.6

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
513	ASPHALT	RAS_513_2023	7/3/2023	45.91

## Samples Distresses

Length	Width	Distress	Extent	Severity
5221.00 ft	10.65 ft	Asphalt Rutting	3.40%	Low
		Asphalt Alligator Cracking	0.50%	Moderate
		Asphalt Longitudinal Transverse Cracking	1.20%	Moderate
		Asphalt Alligator Cracking	0.30%	High
		Asphalt Rutting	0.10%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.80%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.20%	Moderate
		Asphalt Block Cracking	23.80%	Low
		Asphalt Patching and Utility Cut Patching	1.90%	Low
		Asphalt Alligator Cracking	1.50%	Low
		Asphalt Longitudinal Transverse Cracking	16.20%	Low



# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
324	ASPHALT	RAS_324_2023	7/3/2023	36.14

## Samples Distresses

Length	Width	Distress	Extent	Severity
1675.00 ft	10.65 ft	Asphalt Alligator Cracking	0.70%	Moderate
		Asphalt Longitudinal Transverse Cracking	17.00%	Low
		Asphalt Alligator Cracking	0.20%	High
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.20%	Moderate
		Asphalt Longitudinal Transverse Cracking	1.80%	Moderate
		Asphalt Potholes	0.02%	Low
		Asphalt Rutting	0.20%	Moderate
		Asphalt Alligator Cracking	3.80%	Low
		Asphalt Rutting	5.50%	Low
		Asphalt Patching and Utility Cut Patching	0.50%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.70%	Low
		Asphalt Block Cracking	38.70%	Low

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
358	ASPHALT	RAS_358_2023	7/3/2023	36.44

## Samples Distresses

Length	Width	Distress	Extent	Severity
6166.00 ft	10.71 ft	Asphalt Patching and Utility Cut Patching	2.10%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.10%	High
		Asphalt Alligator Cracking	0.70%	Moderate
		Asphalt Rutting	0.70%	Moderate
		Asphalt Alligator Cracking	3.40%	Low
		Asphalt Patching and Utility Cut Patching	0.10%	Moderate
		Asphalt Longitudinal Transverse Cracking	13.60%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.50%	Low
		Asphalt Rutting	5.10%	Low
		Asphalt Longitudinal Transverse Cracking	1.10%	Moderate
		Asphalt Alligator Cracking	0.40%	High
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.40%	Moderate
		Asphalt Block Cracking	25.10%	Low

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
248	ASPHALT	RAS_248_2023	7/3/2023	43.16

## Samples Distresses

Length	Width	Distress	Extent	Severity
1314.00 ft	10.10 ft	Asphalt Rutting	4.10%	Low
		Asphalt Alligator Cracking	0.60%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.50%	Low
		Asphalt Block Cracking	44.10%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.50%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.10%	High
		Asphalt Longitudinal Transverse Cracking	0.30%	Moderate
		Asphalt Patching and Utility Cut Patching	0.70%	Moderate
		Asphalt Longitudinal Transverse Cracking	10.10%	Low
		Asphalt Alligator Cracking	0.10%	High
		Asphalt Rutting	0.10%	Moderate
		Asphalt Alligator Cracking	4.10%	Low

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
503	ASPHALT	RAS_503_2023	7/3/2023	24.31

## Samples Distresses

Length	Width	Distress	Extent	Severity
2144.00 ft	10.26 ft	Asphalt Alligator Cracking	3.30%	Moderate
		Asphalt Rutting	4.30%	Low
		Asphalt Alligator Cracking	1.40%	High
		Asphalt Rutting	1.00%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.70%	Moderate
		Asphalt Block Cracking	0.80%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.30%	High
		Asphalt Longitudinal Transverse Cracking	1.20%	Moderate
		Asphalt Block Cracking	30.30%	Low
		Asphalt Longitudinal Transverse Cracking	9.30%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.00%	Low
		Asphalt Patching and Utility Cut Patching	9.90%	Low
Asphalt Alligator Cracking	6.80%	Low		

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
323	ASPHALT	RAS_323_2023	7/3/2023	48.35

## Samples Distresses

Length	Width	Distress	Extent	Severity
9913.00 ft	10.36 ft	Asphalt Patching and Utility Cut Patching	2.20%	Moderate
		Asphalt Patching and Utility Cut Patching	0.30%	High
		Asphalt Alligator Cracking	0.40%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.20%	High
		Asphalt Block Cracking	14.70%	Low
		Asphalt Rutting	2.80%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.20%	Low
		Asphalt Longitudinal Transverse Cracking	11.30%	Low
		Asphalt Longitudinal Transverse Cracking	1.30%	Moderate
		Asphalt Patching and Utility Cut Patching	2.90%	Low
		Asphalt Alligator Cracking	2.10%	Low
		Asphalt Alligator Cracking	0.20%	High
		Asphalt Block Cracking	0.60%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.60%	Moderate
Asphalt Rutting	0.40%	Moderate		

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
564	ASPHALT	RAS_564_2023	7/3/2023	53.98

## Samples Distresses

Length	Width	Distress	Extent	Severity
2121.00 ft	10.39 ft	Asphalt Alligator Cracking	0.30%	Moderate
		Asphalt Alligator Cracking	1.00%	Low
		Asphalt Alligator Cracking	0.20%	High
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.70%	Low
		Asphalt Patching and Utility Cut Patching	4.00%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.20%	Moderate
		Asphalt Rutting	3.30%	Low
		Asphalt Rutting	0.40%	Moderate
		Asphalt Longitudinal Transverse Cracking	0.60%	Moderate
		Asphalt Longitudinal Transverse Cracking	13.50%	Low
		Asphalt Block Cracking	1.70%	Low

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
276	ASPHALT	RAS_276_2023	7/3/2023	40.42

## Samples Distresses

Length	Width	Distress	Extent	Severity
7745.00 ft	10.44 ft	Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.10%	Moderate
		Asphalt Longitudinal Transverse Cracking	0.60%	Moderate
		Asphalt Rutting	3.70%	Low
		Asphalt Alligator Cracking	0.30%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.90%	Low
		Asphalt Patching and Utility Cut Patching	2.10%	High
		Asphalt Longitudinal Transverse Cracking	15.70%	Low
		Asphalt Alligator Cracking	0.20%	High
		Asphalt Alligator Cracking	2.10%	Low
		Asphalt Patching and Utility Cut Patching	0.90%	Low
		Asphalt Block Cracking	20.90%	Low
		Asphalt Rutting	0.10%	Moderate

# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
3278	ASPHALT	RAS_3278_20...	7/3/2023	56.95

## Samples Distresses

Length	Width	Distress	Extent	Severity
1864.00 ft	10.89 ft	Asphalt Rutting	1.40%	Low
		Asphalt Alligator Cracking	0.40%	Low
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.80%	Low
		Asphalt Patching and Utility Cut Patching	4.60%	Moderate
		Asphalt Longitudinal Transverse Cracking	10.20%	Low
		Asphalt Patching and Utility Cut Patching	8.20%	Low
		Asphalt Alligator Cracking	0.10%	High
		Asphalt Alligator Cracking	0.10%	Moderate
		Asphalt Longitudinal Transverse Cracking	0.70%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.10%	High
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.10%	Moderate
		Asphalt Block Cracking	3.20%	Low



# Current PCI Details

Asset	Pavement Classification	Inspection ID	Inspection Date	PCI
1366	ASPHALT	RAS_1366_20...	7/3/2023	40.34

## Samples Distresses

Length	Width	Distress	Extent	Severity
2211.00 ft	10.84 ft	Asphalt Longitudinal Transverse Cracking	0.50%	Moderate
		Asphalt Block Cracking	25.90%	Low
		Asphalt Alligator Cracking	1.20%	Moderate
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	0.10%	Moderate
		Asphalt Rutting	1.30%	Low
		Asphalt Alligator Cracking	2.50%	Low
		Asphalt Block Cracking	0.80%	Moderate
		Asphalt Alligator Cracking	0.50%	High
		Asphalt Weathering-Surface Wear -Dense Mix Asphalt	99.90%	Low
		Asphalt Longitudinal Transverse Cracking	15.90%	Low
Asphalt Patching and Utility Cut Patching	7.10%	Low		

**Cowboy Solar Project**  
**Wyoming Industrial Siting Council Docket DEQ/ISC 23-03**  
**State Agency Comment Form**

**Response required to Industrial Siting before *February 10, 2024***

Instructions:

- a. Your agency is required by W. S. 35-12-110(c) to provide this information.
- b. Please print or type.
- c. A letter providing all required information may substitute for this form.
- d. Use additional pages as necessary.
- e. Consider only the aspects of the project which are in your *agency's* area of expertise.

Name of Agency: ***Wyoming State Engineer's Office***

This form was prepared by (name and title):

*Lisa Lindemann, Administrator*  
*Ground Water Division*  
*(307) 777-5063*  
[lisa.lindemann@wyo.gov](mailto:lisa.lindemann@wyo.gov)

*Michelle Hubbard, River Basin Coordinator*  
*Interstate Streams Division*  
*(307) 777-7641*  
[michelle.hubbard@wyo.gov](mailto:michelle.hubbard@wyo.gov)

*Jed Rockweiler, Administrator*  
*Surface Water Division*  
*(307) 777-6202*  
[Jed.rockweiler@wyo.gov](mailto:Jed.rockweiler@wyo.gov)

From the expertise of the agency, should the Industrial Siting Council *deny* a permit for the construction and operation of the project?

1. The agency has no reason to recommend denial of a permit. Check here   **X**
2. The agency recommends denial of the permit. Check here      and provide reasons:

From the area of expertise within the agency, the Industrial Siting Council should consider the following as permit conditions on the construction or operation of the project (list):

*Provided the necessary permits are obtained from the State Engineer's Office (SEO), the SEO does not have any suggested Industrial Siting Council (ISC) permit conditions on the construction or operation of the project, as proposed.*

Describe the regulatory jurisdiction which your agency has over aspects of the project.

1. If no regulatory authority, then check here      and do not complete the remaining statements.
2. Regulation is by the following statutes:

*The SEO's regulatory authority over water rights, administration, and control of the waters of the state are provided in W.S. §41-1-101 through 41-4-517.*

### Water Supply and Yield Analysis Plan

*W.S. 35-12-108 requires the SEO to review any submitted water supply and water yield analysis for ISC projects proposing to use more than 800 acre-feet or more of water per year, and to render a preliminary and final opinion as to the quantity of water available for the proposed facility. The preliminary opinion will be made available for public comment, and the State Engineer will consider submitted comments in preparing a final opinion. The State Engineer's final opinion will be binding on the Industrial Siting Council (ISC).*

*Enbridge Inc. (the Applicant) is planning to develop the Cowboy Solar Project. Water is necessary during construction of the Project, primarily for dust abatement, but also for concrete work and grading efforts. Water usage will be coordinated with the landowners with each new year to identify the feasibility of sourcing water from existing wells. When needed, water will be hauled from offsite via agreements with licensed water providers. The Project will not require a water system for power production. The O&M team will deliver water using trucks to clean solar panels on a semi-annual basis.*

*Enbridge reportedly conducted a water yield analysis in accordance with W.S. 35-12-108(a) to determine water usage requirements for Project construction. A water usage estimation was performed for both Project phases, Cowboy Solar 1 (2,215 acres) and Cowboy Solar II (1,630 acres). A conservative estimate of 60 acre-feet of water was utilized for each 10-month construction period. It should be noted that water usage will vary from day-to-day, depending on the construction activities taking place. Since the total construction water usage does not exceed 800 acre-feet annually, Enbridge anticipates coordination with the State Engineer is not necessary to verify water quantity.*

### Groundwater and Surface Water Permits

*Any use of water at Enbridge's proposed facility will require approved groundwater and/or surface water permits from the State Engineer's Office prior to the beneficial use of water (W.S. §41-3-930, §41-4-501, and §41-3-301).*

*Any approved permit(s) may have additional conditions and limitations attached.*

*If new water wells are constructed for the project, or work is conducted on existing wells, Wyoming-licensed water well drilling contractors and water well pump installation contractors are required to perform that work.*

*All wells must be completed compliant with the State Engineer's Office Water Well Minimum Construction Standard.*

### Laramie County Groundwater Control Area

*As defined in Enbridge's ISD application, the proposed project is located in the Conservation Area of the Laramie County Groundwater Control Area. As such, groundwater use and development is subject to the Order of the State Engineer – Laramie County Control Area (2015) (see <https://seo.wyo.gov> > News and Press Releases > State Engineer Orders Corrective Control in the Laramie County Control Area > State Engineer LCCA Order Download*

### Temporary Water Use Agreements

*If water (groundwater or surface water) is “sourced locally”, an approved temporary water use agreement (TWUA) with an existing area appropriator that has a valid water right, a demonstrated history of use, and the ability to forego the permitted beneficial use of water in order to provide water on a temporary basis to the Cowboy Energy Project. Any TWUA must be approved by the State Engineer’s Office/Surface Water Division prior to the beneficial use of water (W.S. §41-3-110).*

### Long Term Dewatering

*If long-term dewatering is anticipated, an approved groundwater permit may be required by the State Engineer’s Office. If dewatering is a short-term activity (i.e., during the construction process only), a permit may not be required.*

### Board of Control Petitions

*Any changes in beneficial use of an adjudicated water right must be approved by the Board of Control (W.S. §41-3-104).*

### Interstate Streams Division

*If Enbridge anticipates using water for the construction and maintenance of this project from the North Platte River, or its tributaries, mitigation of that use may be required if certain criteria are met. To avoid creating new depletions to the system and therefore having to mitigate for that use the SEO – Interstate Streams Division recommends the following:*

- I. *Drill a non-hydrologically connected groundwater well (maps identifying areas where groundwater is non-hydrologically connected to the North Platte System are available at <https://seo.wyo.gov/interstate-streams/know-your-basins/platte-river-basin>).*
  - II. *Enter into a Temporary Water Use Agreement (TWUA) with an existing area appropriator that has a valid water right, a demonstrated history of use, and the ability to forego their permitted beneficial use of water in order to provide water on a temporary basis to the Project.*
3. *Attach a statement of your agency’s ability to regulate impacts of the project.*

**41-3-503. Superintendents; duties generally.** *Said division superintendent shall have general control over the water commissioners of the several districts within his division. He shall, under the general supervision of the state engineer, execute the laws relative to the distribution of water in accordance with the rights of priority of appropriation, and perform such other functions as may be assigned to him by the state engineer. It shall be the duty of said division superintendent to regulate and control the storage and use of water under all rights of appropriation which have been adjudicated by the board of control or by the courts, and to regulate and control the storage and use of water under all permits approved by the state engineer, whether the rights acquired thereunder have been adjudicated or not.*

**41-3-909. State engineer; powers generally.** (a) In the administration and enforcement of this act and in the effectuation of the policy of the state to conserve its underground water resources, the state engineer is authorized and empowered on advice and consent of the board of control: (i) To prescribe such rules and regulations as may be necessary or desirable to enable him to efficiently administer this act; (ii) To require such reports from well drillers as may be necessary or desirable; (iii) To require such annual reports from underground water users as may be necessary or desirable; (iv) To make such investigations as may be necessary or desirable, and to cooperate in such investigations with agencies of the United States, agencies of this state or any other state, political subdivision of this state, any public or private corporation, or any association or individual; (v) To make regulations concerning the spacing, distribution and location of wells in critical areas; (vi) To establish standards for the construction of wells, to work with the division advisory board, governmental subdivisions, and water user organizations to encourage the adoption of local standards of beneficial use and methods of conveyance and application of water designed to conserve and prevent waste of supplies; (vii) To require, whenever practical, all flowing wells to be so capped or equipped that the flow of water can be stopped when the wells are not in use, and to require both flowing and nonflowing wells to be so constructed and maintained as to prevent the waste of underground water either above or below the land surface; (viii) To require the abatement of any condition, or the sealing of any well, responsible for the admission of polluting materials into an underground water supply; (ix) To delegate any of the duties and powers imposed or granted by this act, to the deputy state engineer or to an assistant state engineer, or other qualified member of his staff; (x) To bring suit to enjoin the construction of illegal wells or the withdrawal or use of water therefrom, or to enforce any of the provisions of this act or of orders issued thereunder, and to intervene in any action or proceeding when it appears that the determination of such action or proceeding may result in the depletion of underground water resources of the state contrary to the policy expressed in this act.

**41-3-911. Authority to order interfering appropriator to cease withdrawals of water; hearing complaints by appropriators.** (a) Whenever a well withdrawing water for beneficial purposes shall interfere unreasonably with an adequate well developed solely for domestic or stock uses as defined in W.S. 41-3-907, whether in a control area or not, the state engineer may, on complaint of the operator of the stock or domestic well, order the interfering appropriator to cease or reduce withdrawals of underground water, unless such appropriator shall furnish at his own expense, sufficient water at the former place of use to meet the need for domestic or stock use. In case of interference between two (2) wells utilizing water for stock or domestic use as defined in W.S. 41-3-907, the appropriation with the earliest priority shall have the better right. (b) Any appropriator of either surface or underground water may file a written complaint alleging interference with his water right by a junior right. Complaints are to be filed with the state engineer and are to be accompanied by a fee of one hundred dollars (\$100.00) to help defray costs of investigation. This section is not applicable to interference between two (2) surface water rights. Upon receiving the complaint and fee, the state engineer shall undertake an investigation to determine if the alleged interference does exist. Following the investigation, the state engineer shall issue a report to all interested parties stating his findings. The report may suggest various means of stopping, rectifying or ameliorating the interference or damage caused thereby. (c) Any interested appropriator who is dissatisfied with the results of the foregoing procedure may proceed under the applicable provisions of the Wyoming Administrative Procedure Act. If a hearing is to be held, it shall be held before the appropriate water division superintendent. The superintendent shall report to the board of control at its next meeting. The board shall issue its order to include findings of fact and conclusions of law.

**41-3-916. Priority of rights when 1 source of supply.** *Where underground waters in different aquifers are so interconnected as to constitute in fact one source of supply, or where underground waters and the waters of surface streams are so interconnected as to constitute in fact one source of supply, priorities of rights to the use of all such interconnected waters shall be correlated and such single schedule of priorities shall relate to the whole common water supply. The state engineer may by order adopt any of the corrective controls specified in W.S. 41-3-915.*

## Bryce Hamilton

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**From:** Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>  
**Sent:** Wednesday, March 13, 2024 8:14 AM  
**To:** Bryce Hamilton  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

Thank you Bryce! Appreciate it.

*Thanks,*

### Tracy Rogers | Realty Technician

Wyandotte Services on contract to  
Western Area Power Administration | Rocky Mountain Region | Loveland, CO  
(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:wapa.gov)



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**From:** Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Sent:** Tuesday, March 12, 2024 12:06 PM  
**To:** Rogers, Tracy (CONTR) <Rogers@WAPA.GOV>  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

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Hi Tracy, thanks for the info. I'll add this in as your commentary for the project for the present time.

*Bryce Hamilton*

Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

---

**From:** Rogers, Tracy (CONTR) <[Rogers@WAPA.GOV](mailto:Rogers@WAPA.GOV)>  
**Sent:** Tuesday, March 12, 2024 11:41 AM  
**To:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

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Good morning Bryce,

On this particular project **Cowboy Solar II** will encroach in our easements so I'm waiting for details and our applications to be returned from the applicant Christian Dick.

**Cowboy Solar I** we have no conflict with.

I am the person that takes care of all planning for WAPA in the Rocky Mountain Region and can easily be reached and will respond quickly unless out of the office.

Thanks for reaching out! Please let me know if you have any other questions.

*Thanks,*

**Tracy Rogers | Realty Technician**

Wyandotte Services on contract to

Western Area Power Administration | Rocky Mountain Region | Loveland, CO

(O) 970.461.7654 | (M) 970-237-9873 | rogers[at][wapa.gov](mailto:wapa.gov)



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**From:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>

**Sent:** Tuesday, March 12, 2024 10:15 AM

**To:** Rogers, Tracy (CONTR) <[Rogers@WAPA.GOV](mailto:Rogers@WAPA.GOV)>

**Subject:** [EXTERNAL] PZ-24-00015 Cowboy Solar I & II review

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Good morning Tracy, I am looking into the statuses on some reviews for this project and noticed WAPA's is still pending. Would you be able to give us some commentary by next Thursday the 21<sup>st</sup> by chance? Please let me know.

Best regards,

*Bryce Hamilton*

Associate Planner

**Laramie County Planning & Development**

3966 Archer Pkwy

Cheyenne, WY 82009

307-775-7451

[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)



March 25, 2024

Bryce Hamilton  
Associate Planner  
Laramie County Planning & Development  
3966 Archer Pkwy  
Cheyenne, WY 82009

***RE: TGE Wyoming 222 LLC and TGE Wyoming 225, LLC  
Cowboy Solar I and II, Laramie County, WY  
Laramie County Site Plan Application  
Agency Review Comment Response***

Dear Mr. Hamilton,

Thank you for the Agency Review Comments v.1.5 provided on March 22, 2024 for the Cowboy Solar Project Laramie County Solar Site Plan Application, submitted on January 12, 2024. Comments and responses are summarized in this letter.

**Subject: PZ-24-00015**

**Tammy Deisch/TAMMY.DEISCH@LARAMIECOUNTYWY.GOV**

1. Taxes are current as of 02/14/24

*Response 1:  
Acknowledged.*

**Subject: County Real Estate Office Review**

**Bryce Hamilton/ BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV**

1. Per Laura Pate, no comment from Real Estate Office

*Response 1:  
Acknowledged.*

**Subject: County Real Estate Office Review**

**Christopher Yaney/ CHRISTOPHER.YANEY@LARAMIECOUNTYWY.GOV**

1. Only the initial 2 phases over two years will impact US85 and CR-203 and once the solar goes into operation the site will have lot trip production. Recommend Laramie County re-inspect county roads that will be impacted during the two years of construction to determine repair needs. Otherwise, No Comment from the MPO.

*Response 1:  
Acknowledged.*

**Subject: PZ-24-00015**

**Seth Lloyd/ SETH.LLOYD@LARAMIECOUNTYWY.GOV**

1. Site plan is approximately 1 mile from City limits at its closest point. Site is outside of the urban service boundary and in an area designated as 'agricultural' by the future land use plan. Urban development in this area is not currently expected. (Comments are for informal purposes, no response is required)

Response 1:

*Acknowledged.*

**Subject: Laramie County Fire District #1 Review**

**Darrick Mittlestadt/ DARRICK.MITTELESTADT@LARAMIECOUNTYWY.GOV**

1. Shall meet the intent of IFC 2021

Response 1:

*Acknowledged.*

2. Project size and scope large and comments shall reflect all work areas

Response 2:

*Acknowledged*

3. Chapter 5, Fire Service Features, ALL.

Response 3:

*Fire service features for all buildings, structures and premises within the Project area will comply with Chapter 5 of IFC 2021.*

4. Chapter 12, Energy Systems, section 1205 Solar Photovoltaic Power Systems, ALL including rapid shut down switch to be included. 1205.5 ground mounted systems and 1205.5.1 ground vegetation control.

Response 4:

*The provisions as detailed in Chapter 12, Energy Systems, of IFC 2021 will apply to the installation, operation, maintenance, repair, retrofitting, testing, commissioning and decommissioning of the Cowboy Solar facility. A rapid shutdown switch for the photovoltaic system will be included in accordance with Chapter 12 of 2021 IFC. The system will be ground-mounted in accordance with Section 1205.5 of 2021 IFC, and vegetation control will be implemented and maintained in accordance with Section 1205.5.1.*

5. Section 1207, Electrical Energy Storage Systems, ALL APPLY as an Unknown lithium-ion Battery system is not defined in application. \*\*\*\*1207.1.5 Large-Scale fire test section as defined\*\*\*\*

Response 5:

*The Battery Energy Storage System will comply with Section 1207 of 2021 IFC. **Exhibit 1** contains an emergency response plan which details fire response protocol for the Battery Energy Storage System. The layout of the Battery Energy Storage System for both the Cowboy I Solar and Cowboy II Solar Project areas can be referenced in Sheet E-1001 of **Exhibit 2**. Preliminary Construction Documents*

6. Appendix D Fire Apparatus Access Roads, ALL sections.  
Project application only has 1 ingress and egress, major fire and life safety concern and unable to accept as identified. A minimum of 2 ingress and egress road SHALL be identified, shown on site plans, and installed meeting the Fire Apparatus Access Roads criteria.

Response 6:

*An additional ingress egress from Chalk Bluff Road will be included in the Project layout to allow for emergency access. Details regarding the ingress/ egress location and design are forthcoming and will be coordinated with Laramie County Fire District # 1. Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

7. Due to project geographic size two (2) thirty-thousand-gallon (30,000) water cisterns shall be installed by order of LCFD #1 for fire suppression with dry hydrants, located in Project site I and II.

Response 7:

*Acknowledged. The Applicant will specify cistern location on construction documents as Project Design advances.*

**Subject: County Assessor Review**

**Cindy Kemives/ CINDY.KEMIVES@LARAMIECOUNTYWY.GOV**

1. No comments.

Response 1:

*Acknowledged*

**Subject: Plan Review by Building**

**Daniel Peters/ DANIEL.PETERS@LARAMIECOUNTYWY.GOV**

1. Premises identification shall be in accordance with 2021 IFC section 505 and 2021 IRC section 319.

Response 1:

*Acknowledged.*

2. 2021 IFC requires water supplies to be within 400' of all new buildings.

Response 2:

*Acknowledged.*

3. Fire apparatus access roads required per IFC 2021 Section 503.

Response 3:

*Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road*

*design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

4. Building permits shall be required for all new building construction.

*Response 4:  
Acknowledged.*

5. Laramie County has adopted the 2021 I-codes and the 2023 NEC.

*Response 5:  
Acknowledged.*

**Subject: PZ-24-00015**

**Taylor McCort/ TAYLOR.MCCORT@LARAMIECOUNTYWY.GOV**

1. Developers should be aware that any utility crossing of the WYDOT right-of-way will require the appropriate licensing with the utility owner and WYDOT District 1 Maintenance.

*Response 1:  
Acknowledged.*

2. Please describe the anticipated route for construction vehicles and materials for temporary traffic control considerations.

*Response 2:  
Construction haul routes are detailed in Appendix C. Transportation and Traffic Analysis of Attachment N. Preliminary Road Condition Assessment of the Cowboy Solar Laramie County Solar Site Plan Application.*

3. WYDOT recommends that Laramie County add the following requirement to a permit for operations, in the event that glare from the solar farm affect the travelling public: "If glare from the solar panels becomes an issue or nuisance to the travelling public and/or may result in vehicle crashes at any time during construction or during normal operations, a mitigation plan shall be submitted to WYDOT for review and acceptance. Cowboy Solar shall be responsible for costs of associated to develop, install, and maintain the solar mitigation improvements."

*Response 3:  
Acknowledged.*

**Subject: Public Works Review**

**Molly Bennett/ MOLLY.BENNETT@LARAMIECOUNTYWY.GOV**

1. Please hold off on sending comments back to the applicant until you receive comments from Public Works. We have a work session with the Commissioners on Monday March 4, 2024. I would like to make sure those comments get included with these comments.

*Response 1:  
Acknowledged.*

**Subject: PZ-24-00015**

**Scott Larson/ SCOTT.LARSON @LARAMIECOUNTYWY.GOV**

1. The site plan drawings and the report indicate no development of any kind (i.e. solar panels, grading, access roadways, etc.) is proposed within the floodplains. Therefore, no floodplain development permits will be required unless the plan changes.

*Response 1:*

*Acknowledged.*

2. Page 3 of the Preliminary Drainage Report indicates the site property is 5,480 acres, and on page 5 it indicates the area is 5,185 acres.

*Response 2:*

*The Preliminary Drainage Report is now consistent with the total lease area, which is 5,185.1 acres. Please refer to **Exhibit 3** for the Drainage Report.*

3. The Overall Site and Grading plan sheet for Phase I indicates a lease area of 3,210.5 acres and a fenced area of 2,207.2 acres and on the Phase II it indicates a lease area of 1,974.6 acres and a fenced area of 1,629.5 acres. Adding the two phases together would total 5,185.1 leased acres and 3,836.7 fenced acres. In the site Plan Application report, on page 8, it indicates Phase II will be within 1,630 acres of a 2,270 acre lease area which does not match with the 1,974.6 lease area indicated on the drawing. However, using the 2,270 acres in the report would total 5,480 acres as indicated in the Drainage Report (see comment number 2 above).

*Response 3:*

*The Overall Site and Grading Plans for both Cowboy I and Cowboy II have been revised to show the correct fenced, leased, and graded areas for each project separately, and both projects as a whole. Please refer to sheet c-400 of **Exhibit 2** for the updated Overall Site and Grading Plans.*

4. I concur with the analysis provided in the Preliminary Drainage Report and its findings.

*Response 4:*

*Acknowledged.*

5. Access and right-of-way permits will be required for the new accesses.

*Response 5:*

*Acknowledged.*

6. The typical roadway entrance detail shows a 12 road. The International Fire Code requires a minimum of 20 wide access roads per section 503.2.1. The LCLUR requires a minimum of 24 width for rural commercial property, however, since this site will not have customers, etc. going to and from the site, a variance of the 24 requirement can be granted as long as the access complies with emergency vehicle access requirements.

Response 7.

*Fire apparatus access roads on site will comply with IFC 2021. Please refer to construction detail number 14 on Sheet C-501 of **Exhibit 2** for a typical road entrance detail. Fire apparatus road design be coordinated with Laramie County Fire District #1 as Project design advances to ensure IFC compliance and safe emergency Project access.*

7. This reviewer has provided the County Public Works Department with a cost estimate to bring Chalk Bluff Road up to current County standards and a condition that would support an increase in truck traffic.

Response 7.

*Acknowledged.*

8. Based on the Solar Glare Analysis Report, it does not appear there will be any significant glare that could potentially impact travelling motorists on nearby roadways.

Response 8.

*Acknowledged.*

9. The Traffic Study indicates (page 23) that the north access will be reconfigured, but it does not indicate how it will be reconfigured and Sheet C-407 does not show any changes to that access.

Response 9:

*The north access design will be reconfigured as Project design advances to comply with access road requirements detailed in Section 503.2.1 of IFC 2021. Additionally, safety measures such as the installation of R1-1 "STOP" signs will be installed where needed in accordance with Laramie County Standards.*

**Subject: Plan Review by Environmental Health**

**Tiffany Gaertner/ TIFFANY.GAERTNER@LARAMIECOUNTYWY.GOV**

1. If temporary or permanent septic system is planned in the future, contact Environmental Health (307) 633-4090 for requirements.

Response 1:

*Acknowledged.*

**Subject: PZ-24-00015**

**Matthew Butler/ MATTHEW.BUTLER@LARAMIECOUNTYWY.GOV**

1. Due to size of project access and egress should be well defined for emergency service allowing for multiple routes. If storage of Lithium Ion like batteries is projected this area should be well defined and separated from other combustible materials. Stationary water supplies for the project need to be implemented.

Response 1:

*Acknowledged, ingress/egress design will comply with IFC 2021 standards, and an additional ingress/egress route will be included in the Project design to allow for an additional emergency access to the Project area.*

*Battery Energy Storage System safety is detailed in **Exhibit 1**. Emergency Response Plan. Battery Energy Storage System layout is included in **Exhibit 2**. Preliminary Construction Documents.*

*Stationary water supplies will consist of two (2) 30,000-gallon water cisterns that will be installed by order of Laramie County Fire Department #1 for fire suppression with dry hydrants, located in the Project area for Cowboy Solar I and II.*

**Subject: PZ-24-00015**

**Justin Arnold/ JUSTIN.ARNOLD@LARAMIECOUNTYWY.GOV**

1. Any improvements or work with the FEMA Special Flood Hazard Area (SFHA) shall receive a floodplain development permit pursuant to Laramie County Land Use Regulations Title 3, Section

Response 1:

*Please refer to Section 5.4.1. Floodplain Review of the Laramie County Solar Energy Site Plan Application. There is no development proposed within FEMA flood zone A. the perimeter fence is also located outside of the flood hazard area.*

**Subject: Plan Review by Planning and Zoning**

**Bryce Hamilton/ BRYCE.HAMILTON@LARAMIECOUNTYWY.GOV**

Planning review 1:

1. Please address all agency review comments in their entirety.
2. Planning approval to be conditioned upon Public Works approval.
3. Please note that further reviews are forthcoming and review 1 will not complete the review process.

Response 1:

*Acknowledged*

**Subject: Engineers Review, Public Works Department**

**Molly Bennett/ MOLLY.BENNETT@LARAMIECOUNTYWY.GOV**

1. Chalk Bluff Road from US85 to the end of the existing asphalt (approx. 7.7 miles) will require improvements and upgrades due to the significant impact. Laramie County will require Cowboy Solar to upgrade the existing asphalt section to the current standard (Figure 13) within the Laramie County Land Use Regulations, prior to any on-site construction taking place. A right-of-way/grading permit will be required.

Response 1:

*The Applicant will obtain right-of-way/ grading permit in accordance with Laramie County Requirements. Please refer to Response 2 for a detailed response addressing the Applicant's impacts to the pavement condition of Chalk Bluff Road.*

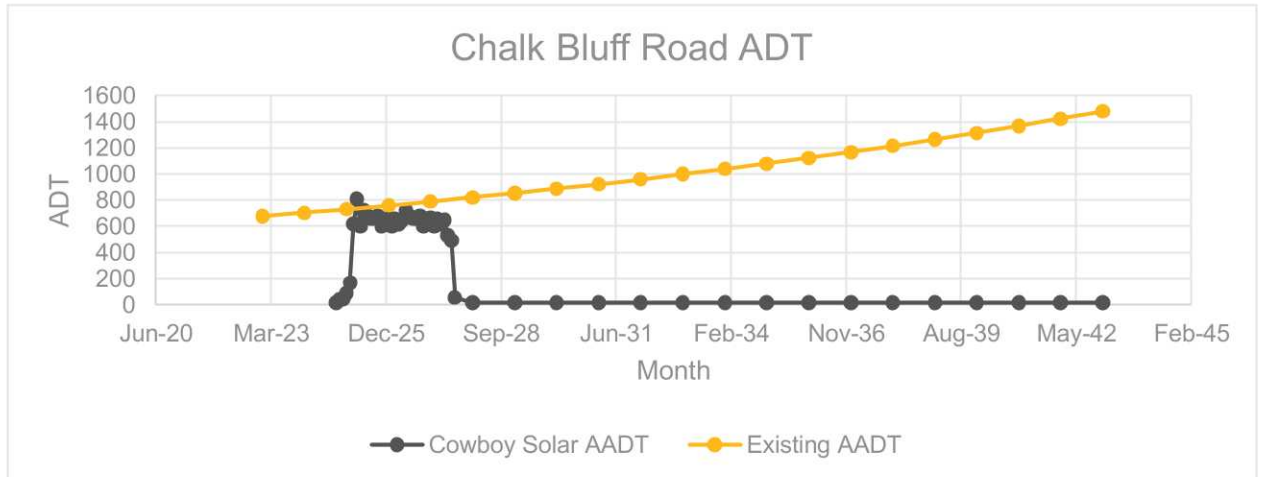
2. The Laramie County Land Use Regulations, require Cowboy Solar to upgrade the gravel section of Chalk Bluff Road from the end of existing pavement to the northernmost project access point (1.3 miles). This roadway section will be required to meet the Rural Collector (Design Volume 350 ADT or Greater) cross section as shown in Figure 13. The upgrades shall be completed prior to any on-site construction taking place. A right-of-way/grading permit will be required.

Response 2:

*The Applicant has reviewed the contents of the Laramie County Public Works Department Letter (Letter), dated March 7, 2024. Specifically, the Letter references the increase in Average Daily Traffic (ADT) on Chalk Bluff Road of 810 daily trips during the construction of the Cowboy Solar*

*Project. The Applicant has performed traffic projections in accordance with AASHTO '93 Guide for the Design of Pavement Structures to illustrate the traffic impact. Traffic projections were performed in terms of ADT, which is a measure of total volume of traffic, and Equivalent Single Axle Loads(ESALs), which is a traffic measure that takes into account the vehicle types and axle loads to better understand the impact of the traffic.*

*The chart in Figure 1 shows a projection of the anticipated ADT on Chalk Bluff Road over the next 20 years. Note that 20 years is a standard pavement design life, and would likely be the design life of the reconstructed pavement referenced in the Letter.*



*Figure 1. Chalk Bluff Road ADT*

*The black line in Figure 1 shows a projection of the Cowboy Solar Project traffic over the next 20 years. As evident from Figure 1, the Cowboy Solar traffic peaks during the construction of the project (approximately a 2.5-year period). The ADT then drops to approximately 15 small Operation and Maintenance vehicles a day. The orange line in Figure 1 shows a projection of the existing traffic on Chalk Bluff Road over the next 20 years. The traffic growth rate was calculated by using the historical Chalk Bluff Road ADT data provided in the letter. Note that Figure 1 shows ADT, which does not include a measure of vehicle type.*

*Figures 2 and 3 include a breakdown of the Cowboy Solar Project construction traffic.*



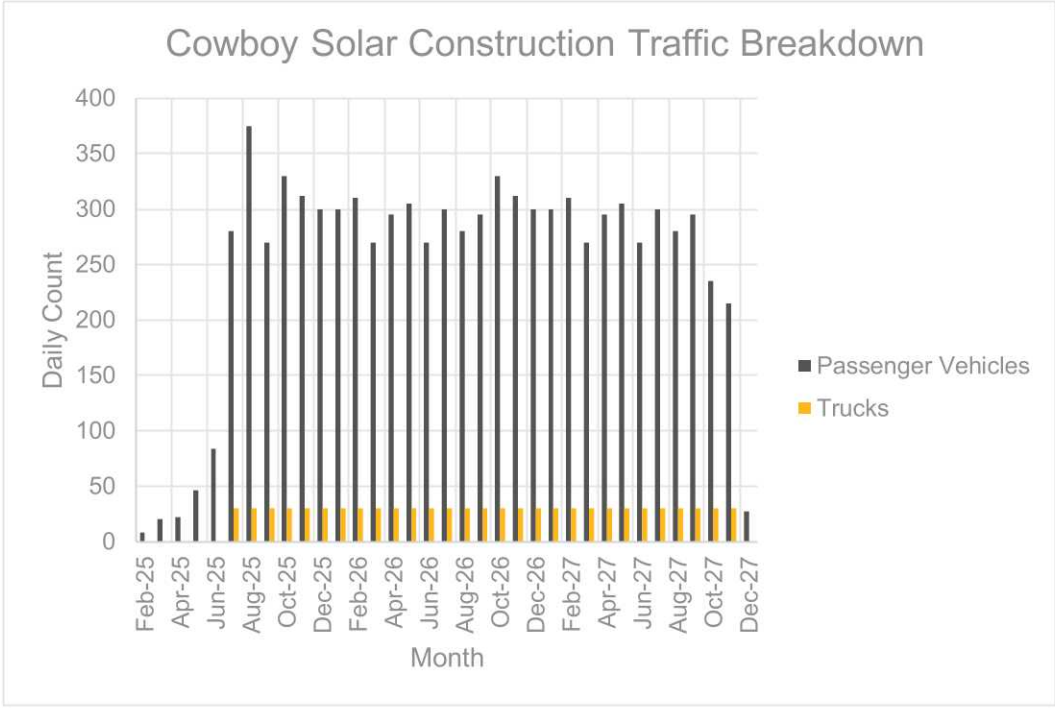


Figure 2. Cowboy Solar Construction Traffic Breakdown (1)

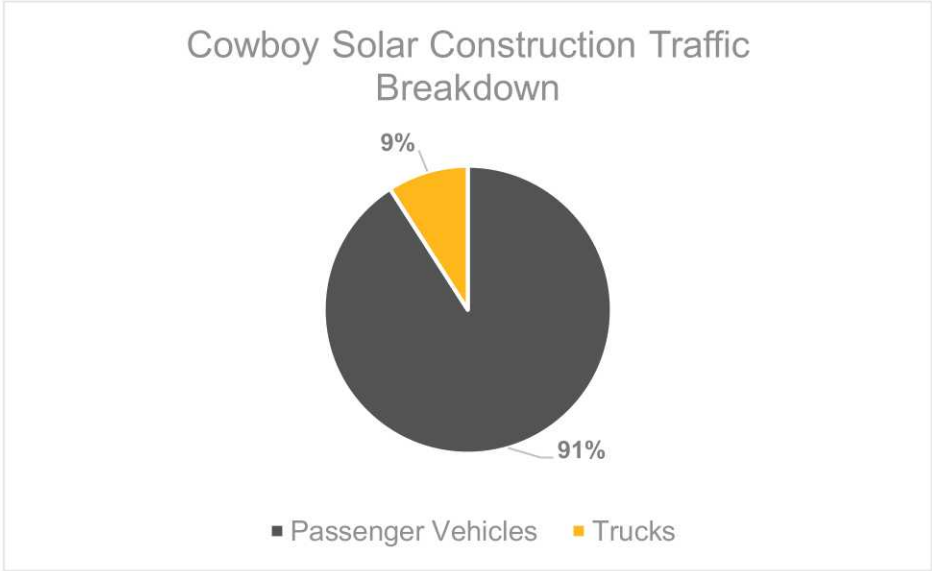


Figure 3. Cowboy Solar Construction Traffic Breakdown (2)

As shown in Figures 2 and 3, the Cowboy Solar Construction traffic ADT is primarily driven by passenger vehicles, which demonstrate the number of workers commuting to and from the Project site daily. Trucks will account for ~9% of the total traffic volume.

To get a better understanding of the impact of the Cowboy Solar construction traffic, AASHTO '93 traffic projection methodology was implemented, and the traffic was converted to a measure of ESALs. This calculation is demonstrated in Table 1.

Vehicle Type	Total Count	ESAL Factor	Total ESALs
Passenger Vehicles	189447	0.003	576
Trucks	18900	2.349	44396
<b>20-year Total Equivalent Single Axle Load (ESAL)s</b>			<b>44,972</b>

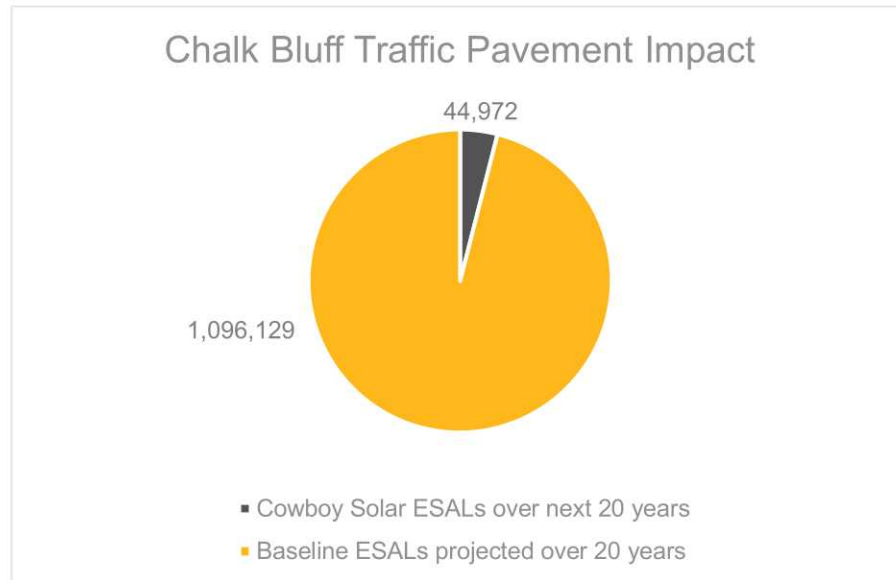
*Table 1. Cowboy Solar Project Traffic Impact Calculation*

*Even though the passenger vehicles take up 91% of the Cowboy Solar Project construction volume, they only account for ~2% of the total pavement impact, which is primarily governed by truck traffic.*

*The same pavement impact calculation was performed for the baseline traffic on Chalk Bluff Road. Traffic counts were recorded at the intersection of US 85 and Chalk Bluff Road on October 17, 2023 during the peak hour, which included a quantification of truck traffic traveling on Chalk Bluff Road. This is detailed in Appendix C. Transportation and Traffic Analysis of Attachment N. Preliminary Road Condition Assessment. The peak hour traffic was then scaled to a daily count, and it was determined that ~80 trucks a day utilize Chalk Bluff Road in the current condition. The pavement impact calculation for the baseline traffic is shown in Table 2.*

Current ADT (Average Daily Traffic)	675
Current ADTT (Average Daily Truck Traffic)	80
Compound Growth Rate	4%
Total Years (design life)	20
Directional Distribution	0.5
Lane Distribution	1
Truck Factor	2.349
<b>Total ESALS (20-years)</b>	<b>1,096,129</b>

*Table 2. Chalk Bluff Road Baseline Traffic Impact Calculation*



*Figure 4. Pavement Impact Calculation Summary*

*Figure 4 demonstrates the proportion of the 20-year ESALs on Chalk Bluff Road that can be attributed to Cowboy Solar Project traffic. The Cowboy Solar Traffic will account for ~4% of the total ESALs on Chalk Bluff Road over the 20-year pavement life.*

*The Applicant is prepared to enter a road use agreement with Laramie County to address the impact of the Cowboy Solar Project on the Chalk Bluff Road pavement condition.*

3. Due to Chalk Bluff road being dedicated to the public, access permit applications through Public Works will be required for each access to this site. Call (307-633-4302) or email ([permits@laramiecountywy.gov](mailto:permits@laramiecountywy.gov)) Public Works for more information.
  - a. Access locations onto Chalk Bluff Road shall meet the current Laramie County Land Use Regulations.

Response 3:

*The Applicant will obtain the required access permit applications through the Public Works Department. Project access locations will comply with current Laramie County Land Use Regulations*

4. Any internal roadways on the site shall comply with the needs of emergency services.

Response 4:

*Internal roadways to be utilized for emergency services will comply with IFC 2021 requirements.*

5. Any work taking place within the boundaries of the designated floodplain and/or floodway (including access roadways internal to the site) will require an approved Floodplain Development Permit through the Laramie County Planning and Development office.

Response 5:

*Acknowledged. There will be no site development within the FEMA flood zone A.*

6. There will be no public maintenance of internal roadways/access easements.

Response 6:  
*Acknowledged.*

7. All comments from the review engineer shall be resolved appropriately.

Response 7:  
*Acknowledged.*

**Subject: PZ-24-00015**

**Sue Kinsley/ SUE.KINSLEY@LARAMIECOUNTYWY.GOV**

1. Please see attached document.

Response 1:  
*Acknowledged*

**Subject: Department of Energy (WAPA) Review**

**Tracy Rogers/ ROGERS@WAPA.GOV**

1. WAPA commentary attached. Per Tracy Rogers, applicant is in process of obtaining encroachment agreements with WAPA on Cowboy Solar II. No WAPA easement infringement known on Cowboy Solar I.

Response 1:  
*Acknowledged*

**Subject: Subject: Department of Energy (WAPA) Review**

**Conservation District/ CONSERVATIONDISTRICT@LARAMIECOUNTYWY.GOV**

1. A majority of the project area being disturbed contains native rangeland. Construction disturbance of the proposed area gives a greater opportunity for introduced noxious weeds invading the area of increasing and modifying the noxious weeds in the area becoming a greater issues. The LCCD would recommend a plan be in place to address any weed issues that arise. This would include revegetating disturbed areas as soon construction is completed while mitigating weed issues while revegetation is being addressed. Traffic in and out of the area will add to the seed bank in the area and road edges will need to be monitored for added weed issues.

Response 1:  
*The Applicant has submitted a Noxious Weeds, Vegetation Restoration, and Pests Management Plan as a supplemental study to the original Laramie County Solar Energy Site Plan Application on 2/27/2024. Please refer to **Exhibit 4** to view the study.*

2. Slope in the project area needs to be addressed for erosion and sediment control in the area.

Response 1:  
*The Project will avoid construction in areas with steep slopes. Filter socks and erosion control blankets will be utilized on slopes where grading is proposed to minimize erosion. Sediment traps*

*and basins are also proposed to capture any eroded sediment before it leaves the site. Further silt fence is proposed around large sections of the perimeter of the project as a third layer of erosion control. These are designed to Wyoming DEQ standards.*

**Subject: Wyoming Game General and Fish Department Review**

**Chris Henkel, Habitat Protection Biologist/ 307-777-2533**

1. WY GAME & FISH COMMENTARY ATTACHED.

*Response 1:*

*The Applicant will comply with all commitments and address all comments detailed in the March 21, 2024 letter from the Wyoming Game and Fish Department. The Applicant's coordination with the Wyoming Game and Fish Department will be ongoing throughout the design, development, and operation of the Cowboy Solar Project*

**Subject: Airport Manager Review**

**Kyle Malacina/ kmalacina@cheyenneairport.com**

1. COMMENTS FROM AIRPORT PROPERTY AND COMPLIANCE DIRECTOR ATTACHED.

*Response 1:*

*The Cowboy Solar Project will employ low reflectivity solar panels, and a glint glare study was performed using FAA methodology. Please refer to Attachment L of the Laramie County Solar Site Plan Application to view the Glint Glare Analysis. The Applicant believes sufficient analysis has been completed to demonstrate that aircraft impacts are not anticipated to occur.*

Sincerely,

ENBRIDGE INC.

Christian Dick

## Bryce Hamilton

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**From:** Rebecca Sanchez <rebeccas@cheyenneleads.org>  
**Sent:** Tuesday, February 27, 2024 10:23 AM  
**To:** Planning  
**Cc:** Betsey Hale; Rachelle Zimmerman  
**Subject:** Cowboy Solar I & II Grid Scale Solar Projects and their Economic Impact  
**Attachments:** We sent you safe versions of your files; Support Letter - Cowboy Solar I and II Grid Scale Solar Projects LCPC.pdf

**Attention:** This email message is from an **external(non-County)** email address. Please exercise caution and/or verify authenticity before opening the email/attachments/links from an email you aren't expecting.

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Dear Laramie County Planning Commission,

I am reaching out to provide you with a letter of support that Cheyenne LEADS has prepared for the Cowboy Solar I & II Grid Scale Solar Projects. Attached to this email you will find the document for your review and consideration.

If you have any questions or require further information, please do not hesitate to reach out to our office at (307) 638-6000.

Best,  
Rebecca

Rebecca K. Sanchez – **Cheyenne LEADS**  
Marketing Manager  
Cell: 307-287-5974 | Direct: 307-772-7242  
Office: 307-638-6000 | [www.cheyenneleads.org](http://www.cheyenneleads.org)



February 21, 2024

Laramie County Planning Commission  
3966 Archer Pkwy  
Cheyenne, WY 82009

Subject: Cowboy Solar I & II Grid Scale Solar Projects and their Economic Impact

Dear Laramie County Planning Commission,

On Behalf of Cheyenne LEADS, the economic development organization for Cheyenne and Laramie County, I am writing to express my support for the approval of permits for two grid-scale solar projects under consideration in our community - Cowboy Solar I & II. I believe that these projects will enhance our community's "Quality of Life" while providing economic benefits in our community.

The economic impact of these projects are anticipated to create a multitude of jobs during the construction phase and for the ongoing operating period. This will bolster our local economy and provide gainful employment for our residents with high paying jobs. Furthermore, the projects will generate considerable property and sales tax revenue, which can be reinvested into our community, benefitting infrastructure, education, and other public services.

The proposed projects will generate a substantial amount of "locally generated" electricity, sufficient to power near term corporate expansions in Cheyenne, and diversification of our State's economy. The availability of renewable energy is a key determinant for many corporations in choosing their locations, given their commitment to sustainability goals. Therefore, these projects will enhance the attractiveness of Cheyenne as a destination for businesses, thereby contributing to further economic development.

I am confident that the project proponents will work diligently with the Wyoming Department of Environmental Quality to mitigate any potential impacts, while being long term partners in our community.

Thank you for your consideration, and I am happy to answer any questions.

Sincerely,

A handwritten signature in blue ink that reads "Betsey Hale".

Betsey Hale, CEcD  
CEO - Cheyenne LEADS  
betseyh@cheyenneleads.org  
307-630-2179

Laramie County Planning Commission

Subj: Cowboy Solar Project(s) proposed by Enbridge

Statement:

Mr. Torriani, in his capacity as joint owner with his wife of Frontiera Ranch llc, is a landowner east of the proposed facility where he lives, ranches, and runs a full-time cow/calf cattle operation. He has invested in numerous energy companies and projects privately and as a limited partner for over 30 years as well as managed the building and operations of telecom networks around the world (including data centers). He is not opposed to solar as a technology, and has incorporated an US made installation on his ranch powering much of the operation and contributing in excess of 3 Mw per month back on the local grid. However, his home, his livestock, and his livelihood are all directly impacted by this proposed project. Mr. Torriani's concerns and opposition to the proposed Cowboy Solar Project are as follows:

**1) Risk of Fire**

Recognizing and agreeing with those risks and considerations highlighted in the statement submitted by Mr Prosser in which he views that during the construction phase of the proposed project there are insufficient general plans and guidelines submitted by Enbridge's application, Mr Torriani adds the following -

- a) The utility Battery Storage System (BESS) highlighted as part of the project represents a serious and ongoing fire hazard. Such systems are prone to thermal runaway - a condition where batteries can overheat and ignite, leading to fires that are difficult to control and extinguish as recognized in a study published by FEMA (the Federal Emergency Management Agency)<sup>1</sup>. As cited on utilitydrive.com in an article published 15 February 2023 titled '*Fire Safety lags growth in utility-scale battery production, Duke Energy, other officials say*', Sandia National Laboratories highlighted a 2011 explosion in Japan and fire that took two weeks to extinguish and a 2013 storage battery fire in Port Angeles (WA) that reignited a week after firefighters believed it had been extinguished.<sup>2</sup>

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<sup>1</sup> 'Emerging Hazards of Battery Energy Storage System Fires' ; [www.fema.gov/case-study/emerging-hazards-battery-energy-storage-system-fires](http://www.fema.gov/case-study/emerging-hazards-battery-energy-storage-system-fires)

<sup>2</sup> [Utilitydrive.com/news/battery-fires-protection-safety-utility-scale-duke-aps/642793](http://Utilitydrive.com/news/battery-fires-protection-safety-utility-scale-duke-aps/642793)



According to an S&P Global Market Intelligence report dated 31 May 2022, BESS fires and breakdowns of fire suppression safety systems had occurred globally in more than 50 known 'failures at medium-to large-scale battery storage projects in the US, Europe, Asia and Australia. A San Diego based battery specialist, Michael Mo, CEO of KULR Technology Group, which works with Nasa on batteries operating in space, is cited as stating "I think for the next 5, 10 years, we'll still be struggling with similar issues". A Table in the same article also highlights that Fluence Energy Inc, a party highlighted in the Cowboy Solar Project submissions, was involved as an integrator in 3 of the 10 large-scale energy storage failure system events highlighted between 2019 - 2022 (with all 3 in the United States).<sup>3</sup>

In a report published 25 Sep 2023 by S&P Global Market Intelligence "*Fire fuel effort to rein in battery storage 'cowboys' with AI*", Kai Philipp Kaires, CEO of Accure Battery Intelligence GmbH, a safety and performance specialist with offices in Germany and the US, is quoted as stating "It almost hurts me to say this, but there are quite some cowboys running around right now. It's such a financially attractive field that there's a lot of new players rushing in, making big promises and then trying to work their way to a certain level of quality as they go."<sup>4</sup> According to Clean Energy Associates in a report published February 6, 2024 involving 320+ inspections in 52 BESS factories (representing 64 percent of tier 1 manufacturers), over 26 percent of inspected energy storage systems over 30 Gwh had quality issues related to fire detection and suppression systems with 18 percent related to thermal management systems.<sup>5</sup>

The number of known destructive fires cited by the Electric Power Research Institute increases to over 60 (based on publicly available data) when the data set is expanded to 2023 incidents.<sup>6</sup> Such incidents include fire and toxic gas releases.

***With a lack of publicly available or submitted information available citing Enbridge's experience in managing BESS installations, and given the industry's record along with fire suppression technology relative immaturity, the public and***

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<sup>3</sup> <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/battery-blazes-breakdowns-underscore-growing-pains-for-energy-storage-70426578>

<sup>4</sup> <https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/fires-fuel-effort-to-rein-in-battery-storage-cowboys-with-ai-77579542>

<sup>5</sup> <https://www.cea3.com/cea-blog/bess-quality-risks-report>

<sup>6</sup> [https://storagewiki.epri.com/index.php/BESS\\_Failure\\_Event\\_Database](https://storagewiki.epri.com/index.php/BESS_Failure_Event_Database)

***commission would be right to question Enbridge's ability to meet any commitments to prevent accidental fire hazards from occurring.***

b) The area of the proposed sight contains a higher fire risk than those areas in which BESS fires have occurred. The Commission must be certainly aware that fire risks remain high on an ongoing year round basis in Laramie county's prairie grasslands due to high winds and dry conditions. Winds alone accelerate fire spread of 1 mile/hr for every 10 mile per hour wind and lead to fires jumping road barriers. Those year round risks are even higher in July - September periods. Compounding this issue is the size and scope of the solar array installation which based on studies will raise temperatures in the immediate surrounding area and that which the BESS is installed from 3-4 degrees Celsius( 5.4 - 7.2 degrees Farenheit) creating a heat island effect preventing soil beneath to cool as it otherwise would in night conditions as well as contributing to local warming and changes in weather patterns.<sup>7</sup>

***There are indeed no comparable BESS installations in areas with similar high risk fire/low rainfall averages as present in Laramie Count, nor does Enbridge address this issue.***

c) A lack of resources and experience in Laramie County and Wyoming State with BESS fires further magnifies the risks. Recent fires near Cheyenne highlight the risks and resources needed to combat prairie grass fires that occur outside of the BESS risks highlighted. The Happy Jack Fire finally contained on 1 March 2024 destroyed over 6,600 acres, and the Mullen Fire near Laramie Wyoming destroying over 176,000 acres in October 2020 are only 2 examples which required resources to be brought in from outside the state and county due to limited fire fighting capabilities. Both spread rapidly in high winds and overcame local fire fighting resources quickly. Enbridge has offered no additional funding or resources to the county outside of general training or committed to funding additional manpower and fire fighting resources to the projects area.<sup>8</sup>

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<sup>7</sup> <https://spac.umd.edu/news/story/researchers-discover-solar-heat-island-effect-caused-by-largescale-solar-power-plants> , [The Photovoltaic Heat Island Effect: Larger solar power plants increase local temperatures | Scientific Reports \(nature.com\)](https://www.nature.com/articles/s41586-024-04888-1)

<sup>8</sup> <https://cowboystatedaily.com/2024/03/13/wyomings-pre-spring-grassfires-sign-of-larger-wildfire-crisis-barrasso-says/>

***Without funding significant additional resources to fight fires, the project represents a significant risk to local and distant residents as the economic livelihoods of farmers and ranchers.***

**2) Economic Impacts**

- a) Impact on resident and property insurance given highlighted fire risks: The increased risk of fires as well as lack of close fire fighting resources and access to the site will in all likelihood result in increased homeowner and property insurance premiums to reflect higher risks. Since the utility fire in Superior, Colorado which consumed over 500 homes built in an area of prairie grasslands similar to those in Laramie county (but with much higher average rainfall than the area south and east of Cheyenne) and other fires throughout that state, homeowner and property insurance premiums have risen over 50 percent in Colorado due to highlighted increases in fire risks and other weather related reasons. Multiple carriers have also stopped writing policies due to increased risks<sup>9</sup>

***Nothing in Enbridge's proposals addresses this or the negative economic impacts the project's risks will have on insurance premiums and options within the area and Laramie county. Such impacts will increase costs for residences and businesses and negatively affect the standards of living and economic competitiveness of residents and businesses.***

- b) Impact on property valuations and uses in the surrounding areas: As cited in a comprehensive study focused on proximity to large scale solar installations, such projects have negative impacts on property valuations on surrounding rural and agricultural properties.<sup>10</sup> It should be noted that whilst Wyoming was not included in the study of several states, those who live in and relocate to Laramie county drive property valuations by a desire to avoid industrial and congested residential environments as evidenced by the distances between housing and agricultural operations in the Cheyenne areas surrounding the proposed project.

***Decreases in the valuations of those properties have not been factored into or addressed in the proposal.***

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<sup>9</sup> <https://www.cpr.org/2023/08/05/colorado-home-insurance-widfires-hail/>

<sup>10</sup> <https://www.sciencedirect.com/science/article/pii/S0301421523000101#tbl7>

c) Negative Impact on Utility rates for Laramie County and Wyoming: Whilst the submitted proposal states that the 1.8 GW electricity capacity per year created by the project will be dedicated to commercial customer(s) being a data center or data centers, there is no impact study on the potential effect of this project on utility rates of residential and other commercial utility rate payers should data center electricity consumption not materialize. Contrary to popular belief, the 'all in' full system levelized cost of energy (LFSCOE) for solar and battery sourced electricity when not subsidized is the amongst the highest of any energy source for electricity according to Bank of America Global Research.<sup>11</sup> This is due to the intermittent nature and low efficiency of solar generated power, costs of battery backup ( for times when solar is not available) and additional factors. The approval of this project would bring a risk of assuming that commercial customers (such as the cited data centers) will pay for the all in costs of the project and subsidies from the federal government will be in place in perpetuity for the entire life of the project. Laramie County and Wyoming today have amongst the lowest utility rates in the nation in sharp contrast to states with high percentages of solar and wind mandated in utility mixes such as California ( average of 13 - 15c Kwh in Wyoming vs. 29.1c in California).<sup>12 13</sup>

***Without guarantees from Enbridge and involved utilities that such higher capital costs will not be borne by consumers and other businesses going forward, the project carries a risk of significantly increased utility rates for residential and business customers. With over 80 percent of Wyoming electricity now exported to other states given its significant resources and ample electricity generation ( both renewable and traditional), and renewable power available already on wholesale basis via existing utilities to the prospective data center(s) customers, the question should be asked: why is this project needed? Other than the undisclosed federal subsidies and tax credits that will solely benefit the parties involved, there is no clear benefit to the Laramie county community. In contrast and based on comparisons to areas and states that have pursued such projects, the potential for the negative externality of increased utility rates is high. Such increases will impact the***

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<sup>11</sup> <https://advisoranalyst.com/wp-content/uploads/2023/05/bofa-the-ric-report-the-nuclear-necessity-20230509.pdf>

<sup>12</sup> <https://psc.wyo.gov/home/utility-rate-comparison>

<sup>13</sup> <https://www.energybot.com/electricity-rates/california/>

***future standards of living and economic competitiveness of the state and should be further examined.***

- d) Negative Impact on Housing and rental costs during the Construction phase: Whilst Enbridge does an excellent job in its proposal of highlighting the number of workers that will require rooms and housing during the construction phases of the project, there is no analysis of the impact that the additional demand will have on apartments and housing rental demand during the construction phases. Enbridge does recognize the shortage of housing stating that short term housing requirements will be proactively addressed with Laramie county, but there is no detail on what steps will be taken. Whilst demand for rentals definitely favor rental property owners, the limited supply of rentals in Cheyenne and the surrounding areas as well as the number and influx of forecasted temporary construction workers over the period will certainly have negative impacts on the costs of living on lower income workforces in existing Laramie county industries and drive costs upwards for those industries.

***No impact of this potential negative externality has been studied or included in the proposal.***

- e) Dependencies and potential negative impacts of the proposed project:

Whilst the sales and lodging tax, as well as property tax contributions to the county and state are recognized as significant, the capital expenditures are understood to be predominantly oriented centered on procurement of over 1.6 million solar panels, BESS, and inverters. Manufacture and supply chains of these items are dominated by the People's Republic of China, and the companies listed as suppliers appear to be Chinese owned subsidiaries and /or beneficiaries, and as such answerable to the Chinese Communist Party. Given the source of those items is not highlighted (ie., Runergy, the owner of American Hyperion Solar llc, is a Chinese company) or dependencies that would be created in the construction of the project, it is unclear for ongoing operation of the project if a disruption of replacements of those items, as experienced during the Pandemic or state of war in Asia, would disrupt the ability of the project to supply power to its intended commercial customers with electricity. ***The lack of stated plans to address such a situation or inability of the project to address such disruptions and / or increased demand for electricity from Black Hills Energy for the commercial customers it serves with electricity from the project should be a concern given the potential***

**additional capex for Black Hills and resulting negative impacts on utility rates if no redundancy plans are in place.**

- f) Small/Limited employment impact

On an ongoing basis, 15 'permanent' workforce additions to the Wyoming State and Laramie County economies will have little to minimal impact to the local or state economy.

- g) Insurance, bond or financial guarantees provided to land and property owners for damages and/or disruptions to property and livelihoods.

There are no provisions within the proposal for any directly attributable catastrophic events to the proposed project or how they will be addressed financially (fire, water, soil, etc.). These have been secured for other energy projects in Laramie County (reference to recent CSS project with Tallgrass Energy directly with property owners). **The council is urged to address this as a condition to any approval.**

### **3) Environmental Impacts**

Recognizing those environmental concerns raised by Mr Prosser, Mr Torriani adds:

- a) Hail and Destruction: The project proposal does not address the location is within the pathway of what is commonly referred to as hail alley. The Cheyenne area itself has had over 300 incidents of hail reported in 2023 with hail sizes reported up to ping pong ball size (1 inch) and larger (baseball size) in the past.<sup>14</sup> Hail storms destroyed a smaller solar sized panel array installation of 14,000 panels in Scottsbluff, Ne in June 2023.<sup>15</sup> All panels were destroyed and required disposal. Given the toxic contents of solar panels, the disposal of destroyed or end of life panels within Wyoming or the United States represents

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<sup>14</sup> <https://www.interactivehailmaps.com/local-hail-map/cheyenne-wy/#:~:text=The%20Cheyenne%2C%20WY%20area%20has%20had%20326%20reports,occasions%2C%20including%2016%20occasions%20during%20the%20past%20year.>

<sup>15</sup> <https://cowboystatedaily.com/2023/06/27/baseball-sized-hail-smashing-into-panels-at-150-mph-destroys-scottsbluff-solar-farm/>

a high risk to water and soil.<sup>16</sup> Recycling was not an option in the Nebraska case. Another hail incident similar to Scottsbluff occurred 15 March 2024 outside of Houston, Texas destroying all 'hail proof' panels on a project larger than that proposed by Enbridge.

***The project proposal does not address the dangers of the location in respects to hail, disposal plans or even details on mentioned plans for recycling end of life panels, inverters or batteries.***

In closing, whilst Mr Torriani recognizes the potential positive impact of the proposed Cowboy Solar Project to State and Laramie county sales tax and property tax coffers, the highlighted concerns, many of which shared by many of the closer neighbors to the project, he joins Mr Prosser in urging the council to carefully consider these raised concerns, the negative externalities of this project, and current lack of actionable and financial commitments to address those concerns made in the project proposal. He believes it should therefore should not be approved.

Dated: March 28<sup>th</sup>, 2024



Respectfully submitted,

A, Marc Torriani  
Frontiera Ranch  
PO Box 669  
Pine Bluffs, WY 82082

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<sup>16</sup> <https://hbr.org/2021/06/the-dark-side-of-solar-power>

## Bryce Hamilton

---

**From:** Christian Dick <christian.dick@enbridge.com>  
**Sent:** Tuesday, July 16, 2024 10:11 AM  
**To:** Justin Arnold  
**Cc:** 'Lundin, Anna'; Bryce Hamilton  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

We are a consent item for Board approval on next month's board meeting, following the Director's review and approval of our application last month.

### Christian F. Dick

ENBRIDGE- Power Business Unit  
15725 Dallas Parkway, Ste 550, Addison, TX 75001  
M (619) 549-2640 D (972) 707-3073  
[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com) | Denver | Dallas  
Safety. Integrity. Respect. Inclusion. High Performance.

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**From:** Justin Arnold <justin.arnold@laramiecountywy.gov>  
**Sent:** Tuesday, July 16, 2024 9:39 AM  
**To:** Christian Dick <christian.dick@enbridge.com>  
**Cc:** 'Lundin, Anna' <Anna.Lundin@kimley-horn.com>; Bryce Hamilton <Bryce.Hamilton@laramiecountywy.gov>  
**Subject:** [External] RE: Cowboy Solar I & II Agency Review Comments - Response

### CAUTION! EXTERNAL SENDER

Were you expecting this email? TAKE A CLOSER LOOK. Is the sender legitimate?  
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Christian,

Can that submittal verification documentation or email be forwarded to us please?

Thanks,

Justin

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**From:** Christian Dick <[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com)>  
**Sent:** Tuesday, July 16, 2024 8:51 AM  
**Cc:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>; 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>; Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

We have received email confirmation from Wy State Lands Department that our application is approved and will be on the next Board Agenda.

### Christian F. Dick

ENBRIDGE- Power Business Unit  
15725 Dallas Parkway, Ste 550, Addison, TX 75001  
M (619) 549-2640 D (972) 707-3073  
[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com) | Denver | Dallas  
Safety. Integrity. Respect. Inclusion. High Performance.



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**From:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Sent:** Monday, July 15, 2024 4:58 PM  
**To:** 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>; Christian Dick <[christian.dick@enbridge.com](mailto:christian.dick@enbridge.com)>  
**Cc:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>  
**Subject:** [External] RE: Cowboy Solar I & II Agency Review Comments - Response

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Anna and/or Christian, tagging onto this, would it be possible to obtain some documentation of the application for the access easement across the State land? I would like to put something tangible into the staff report that that is being actively worked. A screenshot if nothing else would suffice. Please let me know. Thanks!

*Bryce Hamilton*

Associate Planner  
**Laramie County Planning & Development**  
3966 Archer Pkwy  
Cheyenne, WY 82009  
307-775-7451  
[bryce.hamilton@laramiecountywy.gov](mailto:bryce.hamilton@laramiecountywy.gov)

**PUBLIC RECORDS ACT**

Email to and from me may constitute a public record and may be subject to disclosure upon request under the Wyoming Public Records Act and similar laws.

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**From:** Justin Arnold <[justin.arnold@laramiecountywy.gov](mailto:justin.arnold@laramiecountywy.gov)>  
**Sent:** Monday, July 15, 2024 4:54 PM  
**To:** 'Lundin, Anna' <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>  
**Cc:** Bryce Hamilton <[Bryce.Hamilton@laramiecountywy.gov](mailto:Bryce.Hamilton@laramiecountywy.gov)>  
**Subject:** RE: Cowboy Solar I & II Agency Review Comments - Response

Good afternoon Anna,

Bryce is currently drafting the staff report package to include status updates of outstanding items and the draft MOU that is currently being reviewed by the County regarding the Chalk Bluff improvements. The MOU will be sent to Enbridge by Friday to conduct a review through their legal team. We will send the staff report and draft MOU over tomorrow or Wednesday once the agenda has been posted to the meeting website. As for what to anticipate regarding items to be addressed at the hearing, we will likely get similar feedback as to the initial public hearing which included roadway improvements, secondary access, cistern installation, battery storage etc.

We can certainly hold a follow up meeting to clarify expectations once the staff report has been posted and you have had a chance to review so just let us know. Have a good day.

Regards,

Justin

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**From:** Lundin, Anna <[Anna.Lundin@kimley-horn.com](mailto:Anna.Lundin@kimley-horn.com)>  
**Sent:** Monday, July 15, 2024 2:12 PM

**MEMORANDUM OF UNDERSTANDING REGARDING SITE PLAN  
REQUIREMENTS FOR A PORTION OF ROAD 203 (A.K.A. CHALK BLUFF  
ROAD):**

**LARAMIE COUNTY AND ENBRIDGE INC.**

**PURPOSE:**

This Memorandum of Understanding (MOU) is intended to outline the responsibilities and obligations of the parties regarding improvements and reconstruction of a portion of Road 203 (a.k.a. Chalk Bluff Road) required for the Cowboy Solar Project: Laramie County Project # PZ-24-00015 and associated Road Construction Permit (project # to be assigned at road plan submittal). See attached for identification of the road section subject to this MOU.

The work referenced in this MOU is required for Enbridge Inc. to obtain a Board Approval, Solar Energy Site Plan, and Solar Energy Permit to allow the initiation and ultimate completion of the "Cowboy Solar" project. This MOU is intended to also fulfill/address condition #19 set forth by the Industrial Siting Council. Infrastructure improvements are required by Laramie County (to include the Laramie County Board of County Commissioners, Laramie County Planning and Development, and Laramie County Public Works) pursuant to adopted Laramie County Land Use Regulations (LCLUR) 2022 Edition, Amended October 4, 2022.

In furtherance of the general public welfare associated with the reconstruction and modification of roads in Laramie County, Laramie County will manage the construction processes of this project required to accomplish conditions imposed on Enbridge Inc. to reconstruct and modify a portion of Chalk Bluff Road. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated agreements, bonds, manage and/or administer necessary inspections, appropriation of funds to the consultant and/or contractor(s), final acceptance of the work performed, etc. Said requirements are necessary for Enbridge Inc. to obtain and maintain the aforementioned permits for Enbridge Inc.'s Cowboy Solar Project. Enbridge Inc. agrees to provide \$12,000,000 in funds for this road work. The County agrees to contribute \$2,500,000 for this work.

The Parties agree and understand that default regarding compliance with Laramie County regulation and/or applicable law, as well as the terms and conditions herein, may result in

either the withdrawal or lack of issuance of appropriate permits and inspections for completion and continuation of the Cowboy Solar project.

The Parties agree that the design, reconstruction and modification of Chalk Bluff Road and the identified portions shall be in accordance with the LCLUR 2022 Edition, Amended October 4, 2022 and subject to the inspection and acceptance of the Laramie County Public Works Department or designee.

This MOU is prefaced on an understanding that commencement of any onsite work related to the Cowboy Solar project (outside of Road 203/Chalk Bluff Road construction) will begin June of 2025. It is the understanding of the parties that initial onsite project improvements may include, mobilization, mowing, topsoil striping, grading, etc., and will require the minimal use of heavy trucks to mobilize onsite equipment and operator traffic. No hardware, to include but not limited to solar arrays, pilings, or batteries are to be transported to the facility until the roadway improvements are substantially complete to the satisfaction of Laramie County Public Works. Both parties understand that due to unanticipated circumstances, changes in markets or other outside forces, timelines and costs associated in described in this MOU may be subject to negotiation and change.

#### **COUNTY RESPONSIBILITIES:**

Laramie County, in accordance with the conditions herein, shall enter into contracts with the appropriate construction entities for the work and completion of the modification and reconstruction of the road. The work to be completed will be based on a design produced through Enbridge Inc.

The design firm will produce a construction plan set to be approved by Laramie County Public Works which will be used for the road work and to produce an RFB for the reconstruction and modification of the road.

In compliance with applicable State law and County procedures, Laramie County will issue an RFB based on the approved construction plan set. Laramie County will, at its discretion and based on the terms of the RFB, select a competent bidder.

The road reconstruction and modification road work is estimated currently (as of March 2024) at a cost of \$14.5 million.

In accordance with the conditions herein and through County regulations, Laramie County will provide funds in the amount up to \$2.5 million for the costs associated with the road work subject of this MOU. Said funds to be disbursed for purposes of the road work subject of this MOU.

## **ENBRIDGE INC./COWBOY SOLAR REPONSIBILITIES:**

Enbridge Inc. agrees to contribute \$12,000,000, said funds to be provided to the Laramie County Treasurer, by September 1, 2024. Said funds shall be maintained in a separately identifiable account for the purpose of paying invoices and billing for road work. Expenditures shall be tracked and available for review regarding expenses paid from the account established. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and should be related solely to the road work that is the subject of this MOU.

Enbridge Inc. shall provide the agreed upon contract, including estimated design fees, with the design firm (Attachment B). Final invoice records shall be provided for reimbursement to Enbridge Inc. from the \$12,000,000 fund.

Enbridge Inc. (and the design firm) shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works permitting policies as it relates to the construction plan set.

## **TIMELINES:**

MOU Receipt by Enbridge Inc.: July 19, 2024

Receipt of MOU by County: July 31, 2024

Expected Consideration of MOU: County Commissioner Agenda August 6, 2024

Design Completion: November 1, 2024

Request for Bids issuance: November 2, 2024

Construction of Road 203/Chalk Bluff Road to begin: on or before June 1, 2025

Commencement of Cowboy Solar project: June 2025

Substantial Road Completion: October 31, 2025

## **ADJUSTMENTS:**

Both entities recognize that the intent of this MOU is to carry forward the Cowboy Solar Project which requires significant reconstruction and modification of Road 203/Chalk Bluff Road. In recognition of the fact that many factors in such a project are unpredictable, the parties agree and understand that changes may be necessary in portions of this MOU, including, but not limited to, timelines and costs.

Cost adjustments, change orders exceeding the initial proposed budget of \$14.5 million, unanticipated events requiring changes of expected dates within the timeline, shall be negotiated between the parties. Changes will be immortalized in writing and made part of this MOU as necessary. Agreement and/or consent shall not be unreasonably withheld by either party as to changes including but not limited to, increases in costs.

**AUTHORITY:**

Laramie County's authority to enter into this MOU and to require issuance of such permits as may be required is granted under the authority of state law, including but not limited to W.S. 24-1-104, Wyoming Statutes Title 34 Property, Conveyances and Security Transactions, Title 18 Counties, Title 15 Cities and Towns, Title 24 Highways, Title 9 Administration of the Government, Title 35 Public Health and Safety, Title 31 Motor Vehicles. Exclusion or absence from this enumerated list of any authority shall not abrogate or otherwise prevent exercise of any authority or enforcement or same, granted to Laramie County by law, regulation, or judicial decision or interpretation.

**LAW AND VENUE:**

The parties mutually understand and agree that this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed to by the parties to be a material inducement to enter into this MOU. This provision is not intended nor shall it be construed to waive Laramie County's governmental immunity as provided in this MOU.

**SEVERABILITY:**

If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if Laramie County or Enbridge Inc. are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this MOU are fully severable.

**GOVERNMENTAL IMMUNITY:**

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 et seq., by entering into this MOU. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract, or any other theory of law, based on this MOU.

**ROAD CONSTRUCTION CONTRIBUTION AGREEMENT**

THIS ROAD CONSTRUCTION CONTRIBUTION AGREEMENT (this “Agreement”) is dated as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between Laramie County, Wyoming (the “County”), and TGE Wyoming 222, LLC., a Delaware LLC (“TGE”) (each of the foregoing, a “Party” and collectively the “Parties”). This Agreement is made with reference to the following recitals:

**Recitals**

A. TGE is planning the development of the “Cowboy Solar Project” (Laramie County Project # PZ-24-00015) (the “Solar Project”) on the real property located in Laramie County, Wyoming described on Exhibit A attached hereto (the “Property”).

B. As an asset owned by the publicly traded parent company of TGE, in order to proceed with the Solar Project, TGE must receive a “Full Investment Decision”, which Full Investment Decision must be supported by executed offtake contracts, an executed interconnection agreement, final and unappealable County approval of the Solar Project, and other matters related to power production and distribution.

C. As a condition to granting necessary approvals for the Solar Project, the County is requiring that TGE contribute funds to improve, modify, and reconstruct a portion of County Road 203, also known as Chalk Bluff Road (the “Road Project”), which portion of road is identified in Exhibit B attached hereto (the “Road”).

C. TGE has agreed to contribute a portion of the funds necessary for the Road Project on the condition that the County grants all approvals necessary for development of the Solar Project and TGE makes a Full Investment Decision.

D. The Exhibits that are attached and incorporated herein are as follows:

- EXHIBIT A Description of Cowboy Solar Property
- EXHIBIT B Description of Road

**Agreement**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

**Section 1. Effectiveness of Agreement.**

**1.1** This Agreement shall become effective if and when the County grants approvals sufficient for development of the Solar Project (the “Approvals”), the Approvals are final, and all applicable periods for appeal of the Approvals have expired. The Approvals shall include, without limitation, final approval by the Laramie County Board of County Commissioners (“BOCC”), **an**

approved Solar Energy Site Plan, a Solar Energy Permit, and an associated road construction permit. The parties agree that by executing this Agreement and receiving all Approvals, TGE will have satisfied Special Condition #19 of its Industrial Siting Permit. The County represents that the types of approvals listed in this Section 1.1 are the only County approvals that will be required for development of the Solar Project and agrees that no additional approvals will be required at a later date.

1.2 Unless and until the County grants final, unappealable approvals as described in Section 1.1 hereof, neither Party shall have any obligations under this Agreement.

## Section 2. County Management of Road Project.

2.1 In furtherance of the general public welfare associated with the reconstruction and modification of roads in the County, the County will manage all construction processes associated with the Road Project. This includes but is not limited to, the Request for Bids (RFB), contractor selection, associated construction agreements, bonds, manage and/or administer necessary inspections, appropriation and payment of funds to the consultant and/or contractor(s), final acceptance of the work performed, and all other matters necessary for the acceptance and implementation of the design and completion of construction of the Road Project as contemplated herein.

## Section 3. Obligations of TGE.

3.1 TGE's sole obligations under this Agreement shall be (i) to provide an amount of funds for the Road Project equal to twelve million dollars (\$12,000,000.00) minus the Design Costs, as defined below (such funds, the "TGE Contribution"), and (ii) to provide plans and specifications for the Road Project (the "Plans") in accordance with Section 3.3 hereof. TGE shall have no obligation to provide the TGE Contribution or the Plans unless and until (i) the final Approvals are granted as provided in Section 1 hereof and (ii) TGE provides notice to the County that TGE has made a Full Investment Decision. Such notice, ("Full Investment Decision Notice") shall comply with the notice requirements of this Agreement, and TGE shall deliver such notice within seven (7) calendar days of receiving a Full Investment Decision.

3.2 The Laramie County Treasurer ("Treasurer") shall establish a separately identifiable account controlled by the Treasurer identified as the "Chalk Bluff Road Account", and TGE shall deposit the TGE Contribution with the Treasurer for placement by the Treasurer in the Chalk Bluff Road Account within thirty (30) days of the later to occur of (i) TGE's delivery of the Full Investment Decision Notice and (ii) the date on which all final Approvals have been granted and all appeal periods applicable to the same have expired.

3.3 TGE has engaged a design firm (the "Design Firm") to produce the Plans, and TGE shall provide the County with a copy of the agreed upon contract, including estimated design fees, with the Design Firm (Attachment B). TGE shall be entitled to deduct all costs incurred in connection with the engagement of the Design Firm and the production of the Plans (such costs, the "Design Costs") from twelve million dollars to determine the amount of the TGE Contribution. TGE (and the Design Firm) shall meet the LCLUR 2022 Edition, Amended October 4, 2022, the

most recent Wyoming Public Works Standard Specifications and follow the Laramie County Public Works permitting policies as it relates to the construction plan set.

**Section 4. Obligations of County.**

4.1 The Treasurer shall maintain the TGE Contribution Chalk Bluff Road Account for the purpose of paying invoices and billing for road work. Expenditures shall be tracked and available for review regarding expenses paid from the Chalk Bluff Road Account. Payment of funds from this account shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project.

4.2 Within fourteen (14) days of receipt of the Plans from TGE, the County shall either (i) deliver its written approval of the Plans, which approval shall not be unreasonably withheld, conditioned, or delayed; or (ii) deliver to TGE a specific description of any deficiencies in the Plans and a specific explanation of how such deficiencies may be corrected.

4.3 TGE agrees to the County's request that TGE publish notice for bidders for construction of the Road Project, which notice shall nevertheless be in the name of the County, and the County shall provide to TGE appropriate language and instructions to comply with all notice requirements applicable to the Road Project, if any.

4.4 The County, in accordance with the conditions herein, shall hire and supervise appropriate contractors for all work related to the Road Project. The County shall enter into all necessary contracts within 90 days of TGE's delivery of a Full Investment Decision Notice, and any contractors hired by the County shall be capable of commencing work within 90 days of the date of selection of such contractor. The work to be completed will be based on the Plans supplied by TGE. The Design Firm will produce a construction plan set to be approved by Laramie County Public Works which will be used for the road work and to produce an RFB for the reconstruction and modification of the road. In compliance with applicable State law and County procedures, Laramie County will issue an RFB based on the approved construction plan set. Laramie County will, at its discretion and based on the terms of the RFB, select a competent bidder. The engagement and supervision of the contractor for the Road Project shall be the sole responsibility of the County. TGE shall not be responsible for any defects, delays, or other issues with the construction work on the Road Project, and no such issues shall delay TGE's right to proceed with the Solar Project pursuant to Section 5.1 hereof.

4.5 The County shall contribute two million five hundred thousand dollars (\$2,500,000.00) to the Road Project (the "County Contribution"). The County Contribution shall be deposited with the Treasurer in the Chalk Bluff Road Account. Expenditures from the County Contribution shall be tracked and available for review. Payment of funds from the County Contribution shall occur only upon the approval of invoices or billing by the Laramie County Public Works Director, in consultation with the Laramie County Commissioners as necessary, and will be related solely to the Road Project. Disbursements from the Chalk Bluff Road Account shall be drawn equally from the County Contribution and the TGE Contribution until the County



Contribution is fully expended. Thereafter disbursements shall be drawn against the balance of the TGE Contribution.

4.6 In the event that the cost to complete the Road Project exceeds the sum of the County Contribution and the TGE Contribution, the County agrees to first seek to cover the excess amounts by requesting a modification of the impact assistance funding awarded by the Industrial Siting Council for the Cowboy Solar Project. Should the Industrial Siting Council deny the requested modification, the County and TGE shall negotiate on how to share the excess costs. Any portion of the TGE Contribution that has not been disbursed upon completion of the Road Project shall be returned to TGE.

4.7 Maintenance of the Road before, during, and after the Road Project shall be the sole responsibility of the County, and TGE shall have no responsibility for any such maintenance.

#### Section 5. Timelines; Coordination with Solar Project.

5.1 The Parties anticipate that commencement of any onsite work related to the Solar Project (outside of Road 203/Chalk Bluff Road construction) will begin June of 2025. TGE agrees to refrain from delivering modules, inverters, racking systems, and batteries to the Property prior to substantial completion of roadway improvements to the satisfaction of Laramie County Public Works. Notwithstanding the preceding sentence, and regardless of the status of the Road Project, TGE may commence all onsite work related to the Solar Project, including, without limitation, the work described in the preceding sentence, on the date that is one year after TGE's delivery of the TGE Contribution to the Treasurer. The County agrees that TGE shall have uninterrupted access to the Property via the Road, including during initial onsite project improvements and during later phases of onsite work, which initial work may include, without limitation, mobilization, mowing, topsoil stripping, grading, etc., with minimal use of heavy trucks to mobilize onsite equipment and operator traffic.

5.2 The Parties acknowledge that achieving Full Investment Decision requires completion of certain arrangements with third parties, as referenced in the Recitals, above, and accordingly, Full Investment Decision will be scheduled upon receipt of final third-party contracts. Accordingly, in addition to the County's approval of the Solar Project as contemplated herein having a duration of five years in accordance with Section 2-2-125(g)(i)(J) of the Laramie County Land Use Regulations, pursuant to Section 2-2-125(g)(i)(K), the County shall approve an extension thereof beyond such five (5) year period in the event Full Investment Decision has not been reached due to ongoing delays of third party actions otherwise necessary for full operation of the Solar Project (e.g., completion of necessary infrastructure by Black Hills Energy or similar).

#### Section 6. Adjustments; Unforeseen Circumstances.

6.1 The Parties acknowledge and agree that unforeseen circumstances may arise in the course of both the Road Project and the Solar Project, including, without limitation, issues related to pricing, availability of materials and services, site conditions, and weather. The Parties shall cooperate in good faith to resolve any such unforeseen circumstances as quickly as possible, time being of the essence. Notwithstanding the foregoing, in no circumstances shall TGE be responsible

for any unanticipated costs that are a result of action or inaction by the County. TGE, however, will bear any costs that relate solely to defects in the design process managed by TGE.

**Section 7. Waiver of Road Restoration Requirement.**

**7.1** TGE's performance of its obligations under this Agreement shall be in lieu of TGE's obligation, pursuant to Laramie County Code Section 2-2-125(c)(xiii), to restore the Road to its original or better condition upon completion of the Solar Project. The County agrees that TGE's obligations under Laramie County Code Section 2-2-125(c)(xiii) shall be fully satisfied by TGE's performance of its obligations under this Agreement, and TGE shall not be required to perform or make payments for any additional road work during or after completion of the Solar Project. TGE shall have no liability for damage to or wear and tear on Chalk Bluff Road associated with or as a direct or indirect result of the installation or construction of the Solar Project.

**Section 8. Remedies.**

**8.1** All remedies at law and equity shall be available to TGE in the event that the County fails to perform any obligation under this Agreement. Without limiting the generality of the preceding sentence, TGE shall be entitled to pursue consequential damages for the County's failure to perform under this Agreement, which consequential damages may include, but shall not be limited to, damages resulting from delays, complications, modifications, or other effects on the Solar Project. The County acknowledges that damages may be an inadequate remedy in the event that the County fails to fulfill its obligations hereunder. Therefore, in addition to any other remedies available at law or in equity, the County agrees that the remedy of specific performance is available to TGE and is intended to apply to the obligations of the County.

**8.2** The County does not waive its Sovereign Immunity as set forth in Wyoming Statute § 1-39-104(a) for Torts as described in that section. The parties, however, agree the County does not retain any immunity for any breach of this Agreement also as provided for in Wyoming Statute § 1-39-104(a).

**Section 9. Legality of County's Requirement of TGE Contribution.**

**9.1** In the event that the County's requirement that TGE contribute to the Road Project as a condition of granting the Approvals is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the County acknowledges and agrees that the Approvals will remain valid, and TGE may complete the Solar Project, regardless of whether the County is entitled to retain the TGE Contribution.

**Section 10. County's Authority.**

**10.1** The County's authority to enter into this Agreement and to require issuance of such permits as may be required is granted under the authority of state law, including but not limited to W.S. 24-1-104, Wyoming Statutes Title 34 Property, Conveyances and Security Transactions, Title 18 Counties, Title 15 Cities and Towns, Title 24 Highways, Title 9 Administration of the Government, Title 35 Public Health and Safety, Title 31 Motor Vehicles. Exclusion or absence from this enumerated list of any authority shall not abrogate or otherwise prevent exercise of any

authority or enforcement or same, granted to the County by law, regulation, or judicial decision or interpretation.

**Section 11. Notices.** All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted via email with delivery confirmed, or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

If to \_\_\_\_\_:

With copies to:

And

If to \_\_\_\_\_:

With copies to:

And

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email (provided that confirmation of email transmission is before 5:00 p.m. on a Business Day, and, if after such time, then on the next Business Day) or on the third Business Day following the date such notice is mailed in accordance with this Section. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided the other party in accordance with this Section 8; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

**Section 12. Time of Essence.** Time is of the essence of this Agreement.

**Section 13. Governing Law; Jurisdiction.** The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District. The foregoing provisions of this paragraph are agreed to by the parties to be a material inducement to enter into this Agreement.

Section 14. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the County or TGE are advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. Notwithstanding the preceding sentence, in no circumstances shall TGE have any obligations under this Agreement unless and until the County grants the final, unappealable Approvals as described in Section 1 hereof.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any electronic signature to this document or to any other certificate, agreement or document related to this transaction, shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the federal Electronic Signatures in Global and National Commerce Act, any state electronic signatures and/or records act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereto waive any objection to the contrary. Without limiting the foregoing, the parties consent to the use of remote notarization if such notarial act is performed in accordance with the laws of the state governing the notarial act. "Electronic signature" as used herein includes (a) any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record (including any signature affixed by DocuSign), and (b) any facsimile or .pdf signature.

Section 17. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 18. Assignability. TGE may assign its rights under this Agreement to (a) any entity controlling, controlled by, or under common control with TGE, or (b) any successor-in-interest to TGE in the Solar Project, in each case without the County's prior written consent, and upon such assignment TGE will be released from all obligations under this Agreement.

Section 19. Modifications; Waiver. No waiver, modification amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.

Section 20. Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby

Section 21. No Personal Liability of Officers or Directors.

21.1 The Parties acknowledge and agree that this Agreement is entered into by TGE as a legal entity and agree that no individual officer, member, shareholder, employee or representative of TGE shall have any personal liability under this Agreement. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties

hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 22. Computation of Time. In the computation of any period of time hereunder, the day of the act or event from which the period of time runs shall be excluded and the last day of such period shall be included. All times stated herein are by reference to Mountain Time.

Section 23. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or relating to any disputes or a default by any party in connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover the reasonable attorneys' fees (including those in any bankruptcy or insolvency proceeding), accountants' and other experts' fees and all other fees, expenses and costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

[signatures on following page]

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

**TGE:**

TGE, INC.,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNTY:**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Cowboy Solar Property**

**EXHIBIT B**  
**Description of Road**

32512984\_v4



RESOLUTION # \_\_\_\_\_

**A RESOLUTION FOR BOARD APPROVAL AND APPROVAL OF A SOLAR ENERGY SITE PLAN AND SOLAR ENERGY PERMIT FOR THE COWBOY SOLAR I & II PROJECTS, LOCATED GENERALLY IN SECTIONS 26, 27, 28, 29, 30, AND 35 OF T13NR65W, AS WELL AS SECTIONS 25 AND 26 OF T13NR66W, AS WELL AS SECTION 2 OF T12NR65W OF THE 6<sup>TH</sup> P.M., LARAMIE COUNTY, WY.**

**WHEREAS**, Wyoming State Statutes §18-5-101 to 18-5-107; §18-5-201 to 18-5-208; §18-5-301 to 18-5-315 authorize Laramie County, in promoting the public health, safety, morals and general welfare of the county, to regulate the use of land through zoning in unincorporated Laramie County; and

**WHEREAS**, the Laramie County Board of Commissioners have adopted the Laramie County Land Use Regulations; and

**WHEREAS**, these applications meet the criteria, including the findings necessary under subsection (a), for Board Approval pursuant to Section 1-2-100 of the Laramie County Land Use Regulations under conditions of approval to be outlined herein; and

**WHEREAS**, upon Board Approval, these applications are in conformance with the requirements of the A-2 – Agricultural and LU – Land Use Zone Districts pursuant to Sections 4-2-102 and 4-2-114 of the Laramie County Land Use Regulations; and

**WHEREAS**, the Solar Energy Site Plan application meets the criteria for a Site Plan pursuant to Section 2-2-133 of the Laramie County Land Use Regulations; and

**WHEREAS**, the Solar Energy Site Plan and Solar Energy Permit application meets the criteria for Solar Energy Site Plans and Solar Energy Permits pursuant to Section 2-2-125 of the Laramie County Land Use Regulations.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING**, as follows:

The Laramie County Board of Commissioners finds that:

- a. These applications meet the criteria, including the findings necessary under subsection (a), for Board Approval pursuant to Section 1-2-100 of the Laramie County Land Use Regulations under certain recommended conditions;
- b. These applications are in conformance with the requirements of the A-2 – Agricultural and LU – Land Use Zone Districts pursuant to Sections 4-2-102 and 4-2-114 of the Laramie County Land Use Regulations;
- c. The Solar Energy Site Plan application meets the criteria for a Site Plan pursuant to Section 2-2-133 of the Laramie County Land Use Regulations; and
- d. The Solar Energy Site Plan and Solar Energy Permit application meets the criteria for Solar Energy Site Plans and Solar Energy Permits pursuant to Section 2-2-125 of the Laramie County Land Use Regulations.

**And the Board approves the Board Approval, Solar Energy Site Plan, and Solar Energy Permit applications for the Cowboy Solar I & II Project, with the following conditions to be verified as met prior to issuance of a Certificate of Review for the project by the Planning Department:**

1. Applicant and Laramie County shall execute an agreement regarding reconstruction of Chalk Bluff Road, the execution of which shall precede any groundbreaking on the project;
2. Applicant shall revise the site plan to include locations of onsite cisterns or fire apparatus facilities as LCFD#1 deems appropriate;
3. Applicant shall revise the site plan to include a secondary legal emergency access;
4. A final drainage analysis shall be provided to the Planning department; and

5. Evidence of a liability policy with an effective date 24 months prior to the date of “turn-on” of the project shall be provided to the Planning department.

**PRESENTED, READ, PASSED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

LARAMIE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Brian Lovett, Chairman

ATTEST:

\_\_\_\_\_  
Debra K. Lee, Laramie County Clerk

Reviewed and approved as to form:

\_\_\_\_\_  
Laramie County Attorney's Office