

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA
FEE SCHEDULE

Copies of the Zoning Ordinance of Homer Township \$35.00

Building Permit/Certificate of Compliance Fees:

New Construction

New Construction, Dwelling \$100.00
New Construction, Accessory Building, exceeding 100 square feet \$50.00
New Construction, Accessory Building, less than 100 square feet - No Permit Required

Building Alteration - Internal
Not Applicable - No Permit Required

Building Alteration - change the external dimensions of
Building Alteration, Dwelling \$40.00
Building Alteration, Accessory Building, exceeding 100 square feet \$40.00
Building Alteration, Accessory Building, less than 100 square feet - No Permit Required

Moving a Building
Moving a Building, Dwelling \$50.00
Moving a Building, Accessory Building, exceeding 100 square feet \$40.00
Moving a Building, Accessory Building, less than 100 square feet - No Permit Required

Fences \$25.00

Application for a Conditionally Permitted Use \$150.00

Variance Request \$150.00

Application for Amendment \$150.00

The last three (3) fees do not include costs for the hearings. A check for three hundred dollars (\$300) will be written by the applicant and held by the Zoning Administrator until all incurred costs are gathered, then the check will be cashed and the difference will be forwarded to the applicant.

Fees may be updated by the Board of Township Supervisors during each yearly zoning meeting.

Application No. _____
Date _____

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

APPLICATION FOR ZONING CERTIFICATE

APPLICANT:

Name _____ Phone _____
Address _____
Box or Route _____ City _____ State _____ Zip _____

OWNER (If Other Than Applicant):

Name _____ Phone _____
Address _____
Box or Route _____ City _____ State _____ Zip _____

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: _____

PROPOSED USE (Check Appropriate Responses):

_____ Dwelling
Indicate Type: _____ Single Family _____ Mobile Home

_____ Other
Specify Type of Activity: _____

TYPE OF ACTION: _____ Build _____ Add To _____ Move
If Add To Or Move, Describe Proposed Work (Attach Sheet If Necessary):

REASON FOR APPLICATION:

If Building, Complete The Following:

Main Structure	Accessory Structure
Type _____	Type _____
Length _____	Length _____
Width _____	Width _____
Height _____	Height _____

ESTIMATED COST OF PROPOSED WORK: _____

Permit No. _____

Date _____
Application No. _____
(Reference)

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

BUILDING PERMIT

PERMISSION IS GRANTED TO:

TO: BUILD _____ EXPAND _____ MOVE _____, OWNER _____ USE _____

DESCRIPTION: _____

AT (LEGAL DESCRIPTION): _____

SEPTIC SEWER PERMIT (AFTER CONSTRUCTION)

No Sewage System Required _____ (Permit for Accessory Building or Fence)

Date Signature of Person Inspecting Sewage System, Company

BUILDING STANDARDS

Date Signature of Person Inspecting the Building, Company

ELECTRICAL STANDARDS

Date Signature of Person Inspecting Electrical Installation, Company

THIS BUILDING PERMIT, ISSUED ON THE BASIS OF APPROVED PLANS AS STATED IN THE ZONING CERTIFICATE APPLICATION FORM, AUTHORIZES ONLY THE USE, ARRANGEMENT, AND CONSTRUCTION SET FORTH IN SUCH APPROVED PLANS AND APPLICATIONS, AND NO OTHER USE, ARRANGEMENT OF CONSTRUCTION. ANY USE, ARRANGEMENT, OR CONSTRUCTION AT VARIANCE WITH THAT AUTHORIZED, SHALL BE DEEMED A VIOLATION OF THE ORDINANCE AND SUBJECT TO THOSE PENALTIES PRESCRIBED BY THE ORDINANCE AND/OR BUILDING PERMIT REVOCATION.

Permit No. _____
Date _____
Application No. _____
(Reference)

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

CERTIFICATE OF COMPLIANCE

NAME _____

ADDRESS _____

ORIGINAL APPLICATION _____

SIGNATURE OF ZONING ADMINISTRATOR _____

Application No. _____
Date _____

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

APPLICATION FOR A CONDITIONAL USE CERTIFICATE
(Attach to Application for Zoning Certificate Form)

APPLICANT:

Name _____ Phone _____
Address _____
Box or Route _____ City _____ State _____ Zip _____

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: _____

DETAILED DESCRIPTION OF PROPOSED USE: _____

(A SITE PLAN SHOWING THE LOCATION AND RELATIONSHIP OF ALL PROPOSED AND EXISTING STRUCTURES ON THE PROPERTY AND THEIR RELATIONSHIP TO SURROUNDING PROPERTIES MUST BE ATTACHED.)

I CERTIFY THAT THE INFORMATION HEREIN AND ATTACHED HERETO, TO MY BEST BELIEF AND KNOWLEDGE, IS TRUE AND CORRECT.

DATE _____ SIGNATURE OF APPLICANT _____

FOR USE BY TOWNSHIP ONLY

In reviewing the proposed conditional use, have the following conditions been met satisfactorily by the applicant?

1. That the uses, values and enjoyment of other property in the area shall be in no foreseeable manner impaired or diminished by the conditional use.
AGREE _____ DISAGREE _____
2. That the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.
AGREE _____ DISAGREE _____
3. That the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
AGREE _____ DISAGREE _____

Permit No. _____
Date _____
Application No. _____
(Reference)

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

CONDITIONAL USE CERTIFICATE

PERMISSION IS GRANTED TO:

NAME: _____

ADDRESS _____

TO (DESCRIBE PROPOSED USE): _____

SPECIAL CONDITIONS THAT MUST BE MET BY APPLICANT (LIST):

DATE _____ SIGNATURE OF CHAIRMAN TOWNSHIP BOARD _____

DATE _____ SIGNATURE OF TOWNSHIP SUPERVISOR _____

DATE _____ SIGNATURE OF TOWNSHIP SUPERVISOR _____

Request No. _____
Date _____

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

REQUEST FOR VARIANCE

APPLICANT:

Name _____ Phone _____
Address _____
Box or Route _____ City _____ State _____ Zip _____

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: _____

STATE THE VARIATION REQUESTED, GIVING DISTANCES WHERE APPROPRIATE.

FOR USE BY THE ZONING COMMISSION ONLY

The Homer Township Board of Supervisors shall base its findings on evidence presented in the application, comments received from adjacent property owners and the following conditions before it may approve a request for a variance:

1. That there are exceptional or extraordinary circumstances applying to the property in question or to the intended use of the property that do not apply generally to other properties or use in the same zoning district.
AGREE _____ DISAGREE _____
2. That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other properties in the same zoning district and in the vicinity.
AGREE _____ DISAGREE _____
3. That the authorization of such variance will not be of substantial detriment to adjacent property and will not materially impair the purpose of the ordinance of the public interest.
AGREE _____ DISAGREE _____

Permit No. _____
Date _____
Request No. _____
(Reference) _____

ZONING ORDINANCE OF HOMER TOWNSHIP
STUTSMAN COUNTY, NORTH DAKOTA

VARIANCE CERTIFICATE

PERMISSION IS GRANTED TO:

NAME _____
ADDRESS _____
Box or Route City State Zip

LOCATION OF PROPERTY (Attach Separate Sheet if Necessary):

Legal Description: _____

THE VARIANCE IS FOR THE PURPOSE OF: _____

SPECIAL CONDITIONS THAT MUST BE MET BY THE APPLICANT (LIST)

DATE _____ SIGNATURE OF CHAIRMAN TOWNSHIP BOARD _____
DATE _____ SIGNATURE OF TOWNSHIP SUPERVISOR _____
DATE _____ SIGNATURE OF TOWNSHIP SUPERVISOR _____

1 Agreement to Transfer Power or Function from Township to Stutsman County
2 Animal Feeding Operation Zoning

3 **Parties**

4 This agreement is entered into between Horner Township and
5 Stutsman County.

6 **Authority**

7 Both entities are political subdivisions. A township has, under NDCC chapter 58-03 zoning
8 authority inside the township (subject to some limitations such as federal, state, and municipal
9 supremacy). Townships may, pursuant to Article VII §10 of the North Dakota Constitution,
10 NDCC §11-33-20, and NDCC § 54-40.5-03 relinquish zoning authority, "or any portion thereof"
11 to the county.

12 **Effective date**

13 This agreement is effective on the date it is executed by the last signatory.

14 **Scope of Agreement NDCC § 54-40.5-03**

15 Prior to this date, there has been little if any exercise of zoning authority in Stutsman County by
16 either the County or the townships regulating animal feed lots. Events in the last decade,
17 including the infamous EnviroPork¹ situation, prompted the appointment of the Zoning Work
18 Group at the state level,² who drafted "A Model Zoning Ordinance for Animal Feeding
19 Operations."³ Counties were encouraged to consider adopting the model ordinance.
20 Recognizing that the hundreds of individual townships across the state each have independent
21 zoning authority, it was apparent that approaching uniform regulation even inside a single county
22 would necessitate negotiation and agreements of the sort we now enter. This ordinance is not
23 intended to take the place of either North Dakota Administrative Code chapter 33-16-03.1
24 "Control of Pollution from Animal Feeding Operations" or North Dakota Administrative Code
25 chapter 33-15-16 "Restriction of Odorous Air Contaminants" but is intended as a supplement to
26 those and other rules, regulations, and laws relative to this area.

27 **Nature of power or function to be transferred**

28 Under the provisions of NDCC § 11-33-20, a township may transfer any portion of its zoning
29 authority to the county in which its located. This agreement is designed to memorialize the

¹EnviroPork <http://www.nrdc.org/water/pollution/factor/stnod.asp>

²See "History of the Development of a Model Zoning Ordinance for Animal Feeding
Operations"; North Dakota Department of Health, March 2000,
<http://www.health.state.nd.us/wq/WasteWater/pubs/WasteWaterPublications.htm>

³"A Model Zoning Ordinance for Animal Feeding Operations"
<http://www.health.state.nd.us/wq/WasteWater/pubs/WasteWaterPublications.htm>

relinquishment of zoning authority for animal feeding operations. The proposed animal feeding operations provisions have been published in the Jamestown Sun twice in February of 2005. They are being incorporated into a pre-existing Stutsman County Zoning Ordinance. After those publications, the Township moved and approved this relinquishment at a regularly scheduled and noticed meeting of the Township board.

The County, may after having received the Township's zoning authority over animal feeding operations, from time to time and in accord with the ordinary requirements of notice and comment amend or revise the County's zoning ordinance within the limits of the County's discretion. The animal feeding operation portions of the County's Zoning ordinance are, like the rest of the County's ordinance, intended to be subject to modification after satisfying the legal requirements of notice and opportunity to comment. See NDCC §§ 11-33-08 et seq.

Responsibility for administration

The Stutsman County Zoning Administrator shall have day to day administration responsibility regarding the execution of the feed lot zoning provisions of the Stutsman County Zoning Ordinance. The Administrator will be assisted as indicated in the Ordinance, by the Stutsman County Sheriff and the Stutsman County State's Attorney. North Dakota Department of Health will continue to enforce their relative administrative code section requirements.

Affect on currently engaged employees

Since this is a newly regulated subject matter, there are no Township or County employees presently engaging in enforcement or administration of it to which this relinquishment would apply.

Sale of property used to execute agreement

Since this is a newly regulated subject matter, there are no Township or County properties presently supporting enforcement or administration of it to which this relinquishment would apply.

Method of financing and maintenance of a budget

County will raise revenue necessary for administration and enforcement of this subject matter area through its ordinary channels of revenue production. If circumstances give rise to extraordinary revenue needs, the County may use its authorized methods of collection to raise revenues needed to facilitate the other than ordinary enforcement and or administration needed.

Term

This agreement expires on the 31st of March 2006. Generally, the term of the agreement is one year. In the first "year", the term is from the date of execution to the 31st of March 2006, a period that may be a few weeks greater or a few weeks less than a year.

Renewal

This agreement is self renewing. Unless the agreement is terminated or modified as provided

below or the relinquishment of authority is revoked as provided below, the agreement renews automatically on the 1st of April 2006 and the 1st of April of each following year.

Termination and Revocation of relinquishment NDCC § 54-40.5-04

The Township may revoke this relinquishment by the following methods.

1. 60 days after the Township delivers to the State's Attorney and the Zoning Administrator a copy of the minutes of the Township Board's meeting demonstrating that the Township Board passed at a properly noticed open meeting of the Township Board a motion to revoke the relinquishment.
2. If both parties to this agreement desire the termination of this agreement to be effective in less than 60 days, and the conditions set out in 1 above regarding approval of a motion of the Township Board at a properly noticed open meeting have been satisfied, then the 60 day notice required may be reduced.
3. If after the initial execution of this agreement the Township is dissolved and later reincorporated or reestablished, the revitalized board of township supervisors may, using the methods above, terminate the agreement.
4. If the Township is dissolved, the County may, but is not required to, return zoning authority to the electors an unincorporated or dissolved Township who approach the County Board with a petition signed by a simple majority of the electors residing in the previous territorial jurisdiction of the Township requesting return of animal feeding operation zoning authority.
5. If the County has undertaken administrative, criminal, or civil action against the owner and/or operator of an animal feeding operation by providing notice of commencement or intention to commence such an action to the operator and/or owner of an animal feeding operation, and the Township does, after that notice has been given to the owner and/or operator, propose to the County revocation of the Township's relinquishment of authority, the County has the authority to decline to return the authority to the Township until the action and any appeal period for it and any collateral actions stemming from it are completed.

The County, may terminate this agreement by giving 60 days advanced written notice. Prior to giving that notice the County Board must have approved of a motion to terminate this agreement, and passed that motion at a properly noticed open meeting. The Board must provide written notice of that motion (via the minutes of the meeting) to the Chairman of the Township along with a clear statement of a desire to terminate. Termination is effective 60 days after mailing qualifying notice to the Township's Chairman. If both parties to this agreement desire the termination of this agreement to be effective in less than 60 days, and the conditions set out in this paragraph regarding approval of a motion of the County Board at a properly noticed open meeting have been satisfied, then the 60 day notice required may be reduced.

Modification

This agreement may be modified or amended by a method of equal dignities to this agreement. The parties hereto, may execute a modified agreement, or addendums hereto.

107 **Severability**

108 If any term of this agreement is declared by a court having jurisdiction to be illegal or
109 unenforceable, the validity of the remainder shall not be affected, and if possible, the rights and
110 obligations of the parties are to be construed and enforced as if the contract did not contain that
111 term.

112 **Assignment or Subcontracting**

113 Should the County deem it necessary to hire or contract to assist the County or its officials in the
114 administration or enforcement of the zoning authority relinquished here, it may do so.

115 **Applicable law and venue**

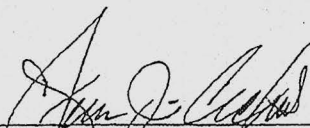
116 Actions brought relative to this agreement must be brought in the State's District court and filed
117 in Stutsman County.

118 **State's Attorney Represents County**

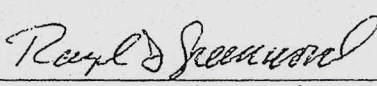
119 The State's Attorney has been engaged to advise the County on this matter and draft this
120 agreement on behalf of the County Board as a service to the Township. Both parties understand
121 that there is a remote possibility that the Township and the County might later develop opposing
122 interests. Realizing that theoretical possibility, both parties have and do hereby signify that they
123 understand that they waive any potential conflict in and consent to the further representation of
124 their respective entity by the State's Attorney in general matters of zoning advice, including
125 animal feeding operations. The parties hereto consent to the State's Attorney's provision of
126 advice to the County Board, its officers, the Zoning Committee and the Township on the subject
127 of zoning. The Township does understand and agree that if an action is brought by the Township
128 against the County, or vice versa, or the Township seeks advice relative to bringing an action
129 against the County, or visa versa, then the State's Attorney shall refrain from so advising the
130 Township and represent the County, its officers, and the Zoning Commission in their official
131 capacity; not as individuals.

132 **Spoilation and Potential Claims**

133 Township shall notify the State's Attorney of all potential claims which arise or result from this
134 agreement. Township shall take reasonable steps to preserve any physical evidence or
135 information that may be relevant to the circumstances surrounding a potential claim.

136 
137 By Steve Cichos
138 As Chairman
139 For Stutsman County Board of Commissioners

140 Dated: 5/4/05
141



By: RAYMOND J. GREENWOOD
As Chairman
For Homer Township's
Board of Supervisors
Dated: 4/5/05

HOMER TOWNSHIP POLICY

October 24, 2006

HOMER Township will not be responsible for building any new roads inside the township boundaries including within the 1 – mile extraterritorial area. The township will not assume any maintenance for private roads.

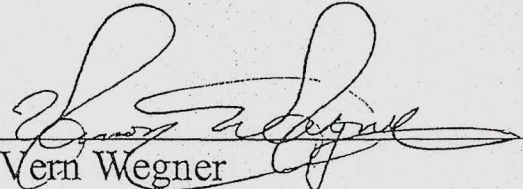
If you are considering a new road in the township, please contact a supervisor for more details.



Ray Greenwood

3/20/07

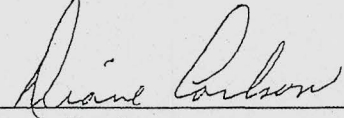
Date



Vern Wegner

3-20-07

Date



Diane Carlson

3-20-07

Date

HOMER TOWNSHIP POLICY

March 13, 2007

Specifications for construction of gravel roads on section lines in Homer Township.

Construction permit must be obtained from township board of supervisors. Before permit is issued, an engineered plan of the road must be presented. Included in the plan will be an agreement with the engineer for a final inspection of the road and a report to the township board after completion.

Roadbed width 24' minimum (30' if future upgrade is anticipated)

Inslope 3:1

Ditch bottom 8' wide and flat

Backslope 3:1

Subgrade should contain no organic material (sod) or topsoil

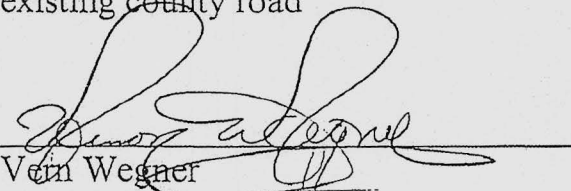
Gravel spread at 600 yd/mile in 2 application of 300 yds each with interval between

Culvert size to be 18" minimum (engineer for volume of flow)

Overlay above culvert to be 12" minimum

Total height for the road to be 4' (from top of inslope to bottom of ditch)

Permit will be required from county if new road will connect with an existing county road


Vern Wegner

03-20-07
Date

Diane Carlson
Diane Carlson

3-20-07
Date

Ray Greenwood
Ray Greenwood

7/20/02
Date

1 Agreement to Transfer Power or Function from Township to Stutsman County
2 Wind Turbine Zoning

3 **Parties**

4 This agreement is entered into between Howley Township ("Township")
5 and Stutsman County ("County").

6 **Authority**

7 The Township and County are political subdivisions of the State of North Dakota. Chapter 58-
8 03 of the North Dakota Century Code gives zoning authority within the Township to the board of
9 township supervisors (subject to limitations such as federal, state, and municipal supremacy).
10 NDCC Chapter 11-33 gives zoning authority within the County to the County board of
11 commissioners, but such authority is subject to and limited by the Township's zoning authority.
12 NDCC §11-33-20 authorizes the board of township supervisors to relinquish Township's zoning
13 authority or any portion thereof to the County in which its located. Article VII, §10 of the North
14 Dakota Constitution and NDCC § 54-40.5-03 authorize the County and Township to enter into
15 agreements to transfer powers or functions of the Township to the County.

16 **Effective date**

17 This agreement is effective on the date it is executed by the last signatory.

18 **SCOPE OF AGREEMENT NDCC § 54-40.5-03**

19 The purpose of this agreement is to effect the transfer of only that portion of the Township's
20 zoning authority, and its legal and administrative responsibilities for carrying out that portion of
21 the Township's zoning authority, relating to wind turbine zoning to the County.

22 **Nature of power or function to be transferred**

23 Under the provisions of NDCC § 11-33-20, a township may transfer any portion of its zoning
24 authority to the county in which it is located. This agreement is designed to memorialize the
25 relinquishment of zoning authority for wind turbine zoning the new sections of the Stutsman
26 County Zoning Ordinance pertaining to wind turbine zoning have been discussed at numerous
27 open meetings in 2009 and were eventually, after proper notice and opportunity to comment,
28 adopted by the Stutsman County Zoning Commission and the Stutsman County Board of
29 Commissioners. After those processes, the Township moved and approved this relinquishment
30 at a regularly scheduled meeting of the Township Board.

31 The County may, after having received the Township's zoning authority over wind turbine
32 zoning, from time to time and in accord with the ordinary requirements of notice and comment,
33 amend or revise the County's zoning ordinance within the limits of the County's authority. The
34 wind turbine zoning portions of the County's Zoning Ordinance are, like the rest of the County's
35 ordinance, intended to be subject to modification after satisfying the legal requirements of notice
36 and comment. See NDCC § 11-33-08 et seq.

37 **Responsibility for administration**

The Stutsman County Zoning Administrator shall have day to day administration responsibility regarding the execution of the Wind Turbine Ordinance. The Administrator will be assisted as indicated in the Ordinance, by the Stutsman County Sheriff and the Stutsman County State's Attorney. North Dakota Public Service Commission will continue to enforce their relative administrative code section requirements. Roles may change when state or federal law, rules or regulation dictate it.

Affect on currently engaged employees

Since this is a newly regulated subject matter, there are no Township or County employees presently engaging in enforcement or administration of it to which this relinquishment would apply.

Sale of property used to execute agreement

Since this is a newly regulated subject matter, there are no Township or County properties presently supporting enforcement or administration of it to which this relinquishment would apply.

Method of financing and maintenance of a budget

County will raise revenue necessary for administration and enforcement of this subject matter area through its ordinary channels of revenue production. If circumstances give rise to extraordinary revenue needs, the County may use its authorized methods of collection to raise revenues needed to facilitate the other than ordinary enforcement and or administration needed.

Term

This agreement expires on the 1st of December 2013. Generally, the term of the agreement is one year. In the first "year", the term is from the date of execution to the 1st of December 2013, a period that may be a few weeks less or a few weeks more than a year.

Renewal

This agreement is self renewing. Unless the agreement is terminated or modified as provided below or the relinquishment of authority is revoked as provided below, the agreement renews automatically on the 1st of December 2012 and the 1st of December of each following year.

Termination and Revocation of relinquishment NDCC § 54-40.5-04

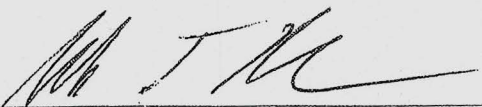
The Township may revoke this relinquishment by the following methods.

1. 60 days after the Township delivers to the State's Attorney and the Zoning Administrator a copy of the minutes of the Township Board's meeting demonstrating that the Township Board passed at a properly noticed open meeting of the Township Board a motion to revoke the relinquishment.
2. If both parties to this agreement desire the termination of this agreement to be effective in less than 60 days, and the conditions set out in 1 above regarding approval of a motion of the Township Board at a properly noticed open meeting have been satisfied, then the 60 day notice required may be reduced.
3. If after the initial execution of this agreement the Township is dissolved and later

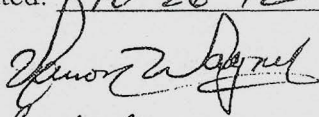
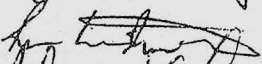
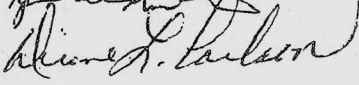
115 The State's Attorney has been engaged to advise the County on this matter and draft this
116 agreement on behalf of the County Board. Both parties understand that there is a remote
117 possibility that the Township and the County might later develop opposing interests. Realizing
118 that theoretical possibility, both parties have and do hereby signify that they understand that they
119 waive any potential conflict in and consent to the further representation of their respective entity
120 by the State's Attorney in general matters of zoning advice, including but not limited to wind
121 turbine zoning. The parties hereto consent to the State's Attorney's provision of advice to the
122 County Board, its officers, the Zoning Committee and the Township on the subject of zoning.
123 The Township does understand and agree that if a controversy arises between the Township and
124 the County, or the Township seeks advice relative to bringing an action against the County, or
125 visa versa, then the State's Attorney shall refrain from advising the Township and represent the
126 County, its officers, and the Zoning Commission in their official capacity; not as individuals.

127 **Spoilation and Potential Claims**

128 Township shall notify the State's Attorney of all potential claims which arise or result from this
129 agreement. Township shall take reasonable steps to preserve any physical evidence or
130 information that may be relevant to the circumstances surrounding a potential claim.

131 
132 By Mark Klose
133 As Chairman
134 For Stutsman County Board of Commissioners
135 Dated: 10-30-12
136

By:
As Chairman
For HOMER Township's
Board of Supervisors
Dated: 10-26-12

HOMER TOWNSHIP

Update to current zoning ordinance November 22, 2024

Conditionally permitted uses pertaining to:

Electric transmission lines and associated construction.

Above ground electric transmission lines being installed, rated at one hundred, fifteen kilovolt amps and above, and/or in height of fifty feet and taller from surface of earth below, must avoid areas within twenty-six hundred and forty feet (804.7 meters) of an inhabited rural residence. This criterion only applies to above ground electric transmission lines, and does not rule over gas, oil, or water pipelines above the surface. The twenty six hundred and forty feet (804.7 meter) avoidance area criteria for an inhabited rural residence may be waived by the owner of the inhabited residence in writing, notarized by public notary, recorded with Homer Township and Stutsman County recorder.

Below ground transmission lines being installed, rated at one hundred, fifteen kilovolt amps and above, must avoid areas within five hundred feet (152.4 meters) of an inhabited rural residence.

This criterion only applies to electric transmission lines, and does not rule over gas, oil, or water pipelines below the surface. The five hundred feet (152.4 meters) avoidance area criteria for an inhabited rural residence may be waived by the owner of the inhabited residence in writing notarized by public notary, recorded with Homer Township and Stutsman County recorder.

Design of electrical transmission projects must be presented to current township board officials with defined route, detailed build lay out of structures, and approval in writing of all landowners affected by proposed project in setback required areas along proposed route, ten (10) business days before building permit is requested from township. Additional permits may be required for construction equipment to use township roadways, to be considered with building permits

Timothy Wagner

Miss Carlson

Donald Johnson

Date:

11-22-24