SITE CERTIFICATION AGREEMENT
BETWEEN

THE STATE OF WASHINGTON

AND

WHISTLING RIDGE ENERGY LLC

For the

WHISTLING RIDGE ENERGY PROJECT

SKAMANIA COUNTY, WASHINGTON

ENERGY FACILITY SITE EVALUATION COUNCIL

OLYMPIA, WASHINGTON

DRAFT

(this page intentionally left blank)

DRAFT

SITE CERTIFICATION AGREEMENT

FOR THE WHISTLING RIDGE ENERGY PROJECT

CONTENTS

ARTICLE I: SITE CERTIFICATION 8

A. Site Description 8

B. Site Certification 8

C. Project Description 9

ARTICLE II: DEFINITIONS 11

ARTICLE III: GENERAL CONDITIONS 14

A. Legal Relationship 14

B. Enforcement 14

C. Notices and Filings 14

D. Rights of Inspection 15

E. Retention of Records 15

F. Consolidation of Plans and Submittal to EFSEC 15

G. Site Certification Agreement Compliance Monitoring and Costs 15

H. Site Restoration 15

I. EFSEC Liaison 16

J. Changes in Project Management Personnel 16

K. Amendment of Site Certification Agreement 16

L. Order of Precedence 17

M. Review and Approval Process; Exceptions 17

DRAFT

ARTICLE IV: PLANS, APPROVALS AND ACTIONS REQUIRED PRIOR TO CONSTRUCTION 18

A. Notice of Federal Permit Approvals 18

B. Mitigation Measures 18

C. Construction Stormwater Plans 18

D. Initial Site Restoration Plan 19

E. Habitat, Vegetation, and Fish and Wildlife Mitigation 20

F. Construction Traffic Development Standards 25

G. Federal Aviation Administration Review 26

H. Cultural and Archeological Resources Plan 26

I. Construction Emergency Plan 27

J. Construction Management Plan 28

K. Construction Schedule 28

L. Construction Plans and Specifications 28

M. Forest Practices Act Compliance 29

ARTICLE V: PROJECT CONSTRUCTION 30

A. Environmental Monitoring During Construction 30

B. Quarterly Construction Reports 31

C. Construction Inspection 31

D. As-Built Drawings 31

E. Habitat, Vegetation, Fish and Wildlife 31

F. Construction Noise 32

G. Construction Safety and Security 32

H. Fugitive Dust 33

I. Contaminated Soils 33

DRAFT

J. Light, Glare and Aesthetics 33

K. Construction Wastes and Clean-Up…….. 33

ARTICLE VI: SUBMITTALS REQUIRED PRIOR TO THE BEGINNING OF COMMERCIAL OPERATION 34

A. Operations Stormwater Pollution Prevention Plan 34

B. Emergency Plans 34

C. Post-Construction Avian Monitoring Plan 35

D. Post-Construction Bald Eagle Study Plan 35

E. Pre-Operation Bat Survey and Bat Monitoring Plan 36

ARTICLE VII: ROJECT OPERATION 36

A. Water Discharge 36

B. Noise Emissions 36

C. Fugitive Dust Emissions 36

D. Habitat, Vegetation and Wildlife BMPs 36

E. Forest Practices…… 37

F. Safety and Security 37

G. Dangerous or Hazardous Materials 38

H. Decommissioning of Individual Wind Turbine Generators 38

I. Shadow Flicker Mitigation Measures 39

ARTICLE VIII: PROJECT TERMINATION, DECOMMISSIONING AND SITE RESTORATION 39

A. Detailed Site Restoration Plan 39

B. Project Termination 39

C. Decommissioning Timing and Scope 40

D. Decommissioning Funding and Surety 40

ARTICLE IX: SITE CERTIFICATION AGREEMENT - SIGNATURES 42

DRAFT

Attachments

1. Project Legal Description

2. Tower Configuration Review

3. Council Order No. 868, Order Recommending Conditions; Finding of Fact; and Conclusions of Law based on the Whistling Ridge Adjudicative Proceeding entered October 6, 2011

4. Council Order No. 869, Order Recommending Approval of Site Certification on Condition entered October 6, 2011.

DRAFT

SITE CERTIFICATION AGREEMENT

FOR THE WHISTLING RIDGE ENERGY PROJECT

between

THE STATE OF WASHINGTON

and

WHISTLING RIDGE ENERGY LLC.

This Site Certification Agreement (Agreement) is made pursuant to Revised Code of Washington (RCW) 80.50, by and between the State of Washington, acting by and through the Governor of Washington State, and Whistling Ridge Energy LLC, (WRE or Certificate Holder).

WRE filed, as permitted by law, an application with the Energy Facility Site Evaluation Council (EFSEC or Council) for site certification for the construction and operation of a wind powered generation facility to be located in Skamania County, Washington. The Council reviewed Application 2009-01, conducted public meetings and adjudicative hearings, and by order recommended approval of a modified version of the application by the Governor. On _____, 20__, the Governor approved the Site Certification Agreement authorizing Whistling Ridge Energy to construct and operate the Whistling Ridge Energy Project (Project).

The parties hereby now desire to set forth all terms, conditions, and covenants in relation to such site certification in this Agreement pursuant to RCW 80.50.100(1).

DRAFT

ARTICLE I: SITE CERTIFICATION

A. Site Description

The site on which the Whistling Ridge Energy Project (Project) is to be constructed and operated is located in unincorporated Skamania County, and is described more particularly in Attachment 1 to this Agreement.

B. Site Certification

The State of Washington hereby authorizes Whistling Ridge Energy LLC (WRE or Certificate Holder), any and all parent companies, and any and all assignees or successors approved by the Council to construct and/or operate the Project, as described in Article I.A. of this Agreement, subject to the terms and conditions set forth in Council Order No. 869, Council Order Recommending Site Certification on Condition (Attachment 4 to this Agreement), and this Site Certification Agreement.

The construction and operation authorized in this Agreement shall be located within the areas designated herein and in the modifications to Revised Application for Site Certification submitted by WRE on October 12, 2009 (Revised Application).

This Site Certification Agreement authorizes the Certificate Holder to construct the Project such that Substantial Completion is achieved no later than ten (10) years from the date that all final state and federal permits necessary to construct and operate the Project are obtained and associated appeals have been exhausted

If the Certificate Holder does not begin construction of the Project within five (5) years of the execution of the SCA, the Certificate Holder will report to the Council their intention to continue and will certify that the representations in the application, environmental conditions, pertinent technology and regulatory conditions have remained current and applicable, or identify any changes and propose appropriate revisions to the Site Certification Agreement to address changes. Construction may begin only upon prior Council authorization and approval of such certifications. If the Certificate Holder does not begin construction of the Project within ten (10) years of the execution of the SCA, all rights under this SCA will cease.

However, providing that such construction is not delayed by a *force majeure* event, and that the construction schedule that the Certificate Holder submits pursuant to Article IV.K of this Agreement demonstrates its intention and good faith basis to believe that construction shall be completed within eighteen (18) months of beginning Construction.

The Certificate Holder may begin Commercial Operation of some wind turbine generators prior to completing construction of all wind turbine generators and other Project components, provided all necessary Project elements are in place for safe operation of the completed wind turbine generators and their operation will not adversely affect any obligations under this Agreement.

DRAFT

C. Project Description

The Whistling Ridge Energy Project will consist of: wind turbine generators (WTGs); permanent meteorological towers; access roadways; electrical collection/interconnection and communication systems and their respective corridors and rights of way; electrical step-up and interconnection substations; an operations and maintenance (O&M) facility; temporary construction-related facilities; other related Project facilities as described in the Revised Application, as modified within this Site Certification Agreement.

The location of Project facilities including, but not limited to, the turbines, roadways, electrical collection and distribution system, operations and maintenance facility, electrical substations, electrical feeder lines and other related Project facilities, is generally described in the Revised Application, as modified within the Site Certification Agreement. The final location of the WTGs and other project facilities within the Project Area may vary from the locations shown on the conceptual drawings in the Revised Application, but shall be consistent with the conditions of this Agreement and in accordance with the final construction plans approved by EFSEC pursuant to Article IV.L.

1. Wind Turbine Generators (WTGs). The Project shall consist of a maximum of 35, 3-bladed, X-megawatt (MW) nameplate-rated wind turbines on tubular steel towers, not to exceed a maximum height (hub height plus blade tip height) of four hundred and thirty (430) feet. The WTGs will be equipped with turbine control, safety and braking systems, and will be interconnected to a central Supervisory Control and Data Acquisition (SCADA) system.

2. Meteorological Towers. The Project will include up to four (4) free-standing (non-guyed) permanent meteorological towers. The height of the meteorological towers shall not exceed the hub height of the WTGs selected.

3. Internal Access Roads. The Project will include approximately six (6) miles of internal roads for access to the WTGs and other Project facilities.

4. Electrical Collection/Interconnection and Communication Systems.

    a) Collector System. The electrical output of the WTGs will be collected and transmitted to the Project Substation via a system of underground and overhead electric cables. Fiber optic or copper communication wires will also link the individual WTGs to a central computer monitoring system.

    b) Project Step-Up Substation(s). Power from the Project will be collected and fed to the Bonneville Power Administration (BPA) high voltage transmission lines through a Project step-up substation. The step-up substation would connect to the BPA interconnect.

    c) Interconnecting Transmission Systems. The Project will interconnect with the BPA transmission systems on or adjacent to the Project site.

DRAFT

5. Operations and Maintenance Facility.

a) The Operations and Maintenance (O&M) facility will include a main building with offices, restrooms, reception area, outdoor parking facilities, turn-around area, laydown area, outdoor lighting and gated access. The O&M facility building will have a foundation footprint of approximately 3000 sq. ft. and will be placed on a site of approximately five (5) acres.

b) The O&M facility will include a water supply, permit-exempt well, withdrawing less than 5000 gallons of water per day. Sanitary wastewater from the maintenance facility will be discharged to an on-site septic system.

6. Turbine Setbacks.

Turbines shall be set back from existing built residences (if any) as follows:

- Distance from residences, existing as of October 12, 2009, of adjacent landowners without signed agreements with the Certificate Holder authorizing a reduced setback, shall be a minimum of 2500 feet. Prior to commencing construction, the Certificate Holder shall provide the Council with documentation demonstrating its engineering and micro-siting efforts to site the applicable turbine locations at least 2,500 feet from the residences, indicating the factors reviewed and the results of the review for each micro-siting recommendation.

For purposes of this Article, "residence" means the primary physical structure on a residential lot utilized as a single family home; the term "**envelope"** includes the entire structure within the main walls and the eaves of the roof, but does not include uncovered decks, uncovered patios, or outbuildings.

Distance shall be measured horizontally from the centerline of the turbine tower to the outermost **"edge of the"** envelope of the residence considered.

Turbines shall meet all of the following setback requirements, in addition to those identified above:

- Distance from property lines of adjacent land that is not covered by signed agreements with the Certificate Holder: 650 feet.
- Distance from Bonneville transmission lines: 650 feet.
- Distance from county and state roads: 650 feet.

As noted above, distance shall be measured horizontally from the centerline of the turbine tower to the property line or the outermost edge of the road or other feature considered.

ARTICLE II: DEFINITIONS

Where used in this Site Certification Agreement, the following terms shall have the meaning set forth below:

1. "Application" means the *Application for Site Certification: Whistling Ridge Energy Project*, designated No. 2009-01, submitted March 10, 2009, as supplemented in the Revised Application filed in October 12, 2009.

2. "Approval" (by EFSEC) means an affirmative action by EFSEC or its authorized agents regarding documents, plans, designs, programs, or other similar requirements submitted pursuant to this Agreement.

3. "Begin Commercial Operation" or "Beginning of Commercial Operation" means the time when the Project begins generating and delivering electricity to the electric power grid, other than electricity that may delivered as a part of testing and startup of the Project.

4. "BMPs" means Best Management Practices.

5. "Bonneville" or "BPA" means Bonneville Power Administration.

6. "Certificate Holder" means Whistling Ridge Energy LLC, any and all parent company(s), or an assignee or successor in interest authorized by the Council.

7. "CFE" means the Counsel for the Environment serving by appointment pursuant to RCW 80.50.080.

8. "Construction" means any of the following activities: any foundation construction including hole excavation, form work, rebar, excavation and pouring of concrete for the WTGs, the operations and maintenance facility building, or the substations and erection of any permanent, above-ground structures including any transmission line poles, substation poles, meteorological towers, or turbine towers.

9. "County" means Skamania County, Washington.

10. "DAHP" means the Washington State Department of Archaeology and Historic Preservation.

11. "Whistling Ridge Energy Project" or "Project" means: wind turbine generators (WTGs) and their construction areas; permanent meteorological towers; access roadways; electrical collection/interconnection and communication systems and their respective corridors and rights-of-way;

DRAFT

electrical step-up and interconnection substations; an operations and maintenance facility; temporary construction-related facilities; other related Project facilities as described in the Revised Application. The specific components of the Project are identified in Article I.

12. "DNR" means the Washington State Department of Natural Resources.

13. "Ecology" means the Washington State Department of Ecology.

14. "EFSEC" or "Council" means the State of Washington Energy Facility Site Evaluation Council, or such other agency or agencies of the State of Washington as may hereafter succeed to the powers of EFSEC for the purposes of this Agreement.

15. "EFSEC Costs" means any and all reasonable costs, both direct, and indirect, associated with EFSEC activities with respect to this Site Certification Agreement (SCA), including but not limited to monitoring, staffing and SCA maintenance.

16. "EIS" or "Final EIS" means the Whistling Ridge Energy Project Final Environmental Impact Statement (August, 2011) issued by EFSEC pursuant to the requirements of the State Environmental Policy Act, and adopted by EFSEC.

17. "End of Construction" means the time when all Project facilities have been substantially constructed and are in operation.

18. "FAA" means the Federal Aviation Administration.

19. "Force Majeure Event" means any event beyond the control of the Party affected that directly prevents or delays the performance by that Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third parties; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental authority other than EFSEC.

20. "IBC" means the International Building Code.

21. "Micro-siting" means the final technical and engineering process by which the Certificate Holder shall recommend to the Council the final location of each wind turbine generator.

22. “NPDES permit” means National Pollutant Discharge Elimination System permit.

23. “RCW” means the Revised Code of Washington.

24. "Revised Application" means the Whistling Ridge Energy Revised Application for Site Certification submitted on October 12, 2009.

25. “Site,” “Project Site” or “Project Area” means the approximately 1150 acre property identified in Attachment 1, located in Skamania County, on which the Project is to be constructed and operated.

26. “Site Certification Agreement,” “SCA” or “Agreement” means this formal written agreement between the Certificate Holder and the State of Washington, including all attachments hereto and exhibits, modifications, amendments, and documents incorporated herein.

27. “Site Preparation” means any of the following activities: Project Site clearing, grading, earth moving, cutting or filling, excavation, and preparation of roads and/or laydown areas.

28. “State” or “state” means the state of Washington.

29. “Substantial Completion” means the Project is generating and delivering energy to the electric power grid.

30. "TAC" means Technical Advisory Committee as described in Article IV.E.7.

31. “UBC” means the Uniform Building Code of 1997.

32. “WAC” means the Washington Administrative Code.

33. “WDFW” means the Washington Department of Fish and Wildlife.

34. “WSDOT” means the Washington State Department of Transportation.

35. “WTG” means wind turbine generator.

DRAFT

ARTICLE III: GENERAL CONDITIONS

A. Legal Relationship

1. This Agreement shall bind the Certificate Holder, and its successors in interest, and the State and any of its departments, agencies, divisions, bureaus, commissions, boards, and its political subdivisions, subject to all the terms and conditions set forth herein, as to the approval of, and all activities undertaken with respect to, the Project or the Site. The Certificate Holder shall ensure that any activities undertaken with respect to the Project or the Site by its agents (including affiliates), contractors, and subcontractors comply with this Agreement. The term "affiliates" includes any other person or entity controlling, controlled by, or under common control of or with the Certificate Holder.

2. This Agreement, which includes those commitments made by the Certificate Holder in the Revised Application and in the testimony and exhibits in the Applicant's direct case, constitutes the whole and complete agreement between the State of Washington and the Certificate Holder, and supersedes any other negotiations, representations, or agreements, either written or oral.

B. Enforcement

1. This Agreement may be enforced by resort to all remedies available at law or in equity.

2. This Agreement may be suspended or revoked by EFSEC pursuant to RCW 34.05 and RCW 80.50, for failure by the Certificate Holder to comply with the terms and conditions of this Agreement, for violations of RCW 80.50 and the rules promulgated thereunder or for violation of any applicable resolutions or orders of EFSEC.

3. When any action of the Council is required by or authorized in this Site Certification Agreement, the Council may, but shall not be legally obligated to, conduct a hearing pursuant to RCW 34.05.

C. Notices and Filings

Filing of any documents or notices required by this Agreement with EFSEC shall be deemed to have been duly made when delivery is made to EFSEC's offices at Energy Facility Site Evaluation Council, 1300 S. Evergreen Park Dr. SW, P.O. Box 43172, Olympia, WA 98504-3172, in Thurston County.

Notices to be served by EFSEC on the Certificate Holder shall be deemed to have been duly made when deposited in first class mail, postage prepaid, addressed to the Certificate Holder at Whistling Ridge Energy, LLC, P.O. Box 266, Bingen, WA 98605, Attn: Jason Spadaro, with a copy to Tim McMahan, Stoel Rives LLP, 900 SW Fifth Ave., Suite 2600, Portland, OR 97204.

DRAFT

D. Rights of Inspection

Throughout the duration of this Agreement, the Certificate Holder shall provide access to the Site, the Project structures, buildings and facilities, underground and overhead electrical collector lines, and all records relating to the construction and operation of the Project to designated representatives of EFSEC in the performance of their official duties. Such duties include, but are not limited to, environmental monitoring as provided in this Agreement and monitoring and inspections to verify the Certificate Holder's compliance with this Agreement. EFSEC personnel or any designated representatives of EFSEC shall follow all worker safety requirements observed and enforced on the Project site by the Site Certificate Holder and its contractors.

E. Retention of Records

The Certificate Holder shall retain such records as are necessary to demonstrate the Certificate Holder's compliance with this Agreement.

F. Consolidation of Plans and Submittal to EFSEC

Any plans required by this Agreement may be consolidated with other such plans, if such consolidation is approved in advance by EFSEC. This Site Certification Agreement includes time periods for the Certificate Holder to provide certain plans and other information to EFSEC or its designees. The intent of these time periods is to provide sufficient time for EFSEC or its designees to review submittals without delay to the Project construction schedule, *provided* submittals made to EFSEC and/or its designees are complete.

G. Site Certification Agreement Compliance Monitoring and Costs

The Certificate Holder shall pay to the Council such reasonable monitoring costs as are actually and necessarily incurred during the construction and operation of the Project to assure compliance with the conditions of this Agreement as required by RCW 80.50. The amount and manner of payment shall be prescribed by EFSEC pursuant to applicable rules and procedures.

The Certificate Holder shall deposit or otherwise guarantee payment of all EFSEC Costs as defined in Article II.15, for the period commensurate with the activities of this Agreement. EFSEC shall provide the Certificate Holder an annual estimate of such costs. Any instrument guaranteeing payment of EFSEC's costs shall be structured in such a manner as to allow EFSEC to collect from a third party and without approval of the Certificate Holder any such costs which the Certificate Holder fails to pay to EFSEC during any preceding billing period.

H. Site Restoration

The Certificate Holder is responsible for site restoration pursuant to the Council's rules, WAC 463-42, in effect at the time of submittal of the Application.

The Certificate Holder shall develop an Initial Site Restoration Plan in accordance with the requirements set out in Article IV.D of this Agreement and in consultation with WDFW and DNR, and submit it to EFSEC for approval. The Certificate Holder may not begin Site Preparation or Construction until the Council has approved the Initial Site Restoration Plan, including the posting of all necessary guarantees, securities or funds associated therewith.

The Certificate Holder shall submit a detailed site restoration plan to EFSEC for approval in accordance with the requirements of Article VIII.A of this Agreement.

I. EFSEC Liaison

No later than thirty (30) days from the effective date of this Agreement, the Certificate Holder shall designate a person to act as a liaison between EFSEC and the Certificate Holder.

J. Changes in Project Management Personnel

The Certificate Holder shall notify EFSEC of any change in the primary management personnel, or scope of responsibilities of such personnel, for the Project.

K. Amendment of Site Certification Agreement

1. This Agreement may be amended pursuant to EFSEC rules and procedures applicable at the time of the request for amendment. Any requests by the Certificate Holder for amendments to this Agreement shall be made in writing.

2. No change in ownership or control of the Project shall be effective without prior Council approval pursuant to EFSEC rules and procedures.

3. Unless otherwise required by EFSEC, any change in the terms or conditions of the following Sections or Attachments to this Agreement shall not require amendment of this Site Certification Agreement in the manner prescribed in Section K.1 above: Attachment 1, Project legal description, provided the change does not result in a material alteration of the size or location of the Project.

4. Repair, maintenance and replacement of Project Facilities

    a) The Certificate Holder is permitted, without any further amendment to this agreement, to repair and maintain Project Facilities described in Article I.C, including the WTGs, consistent with the terms of this Agreement.

    b) The Certificate Holder is permitted to replace the WTGs without amendment to this Agreement provided the replacement meets the following conditions:

        (i) the WTG is being replaced with the same make and model WTG originally used in the Project ("Replacement Turbine"); or the WTG is being replaced with a wind turbine that is within the size limits and general configuration defined in Article I.C, Project Description ("Comparable Turbine");

        (ii) the Replacement Turbine or Comparable Turbine is located in the same location as the WTG being replaced; and

        (iii) the Replacement Turbine or Comparable Turbine meets all other conditions set out in this Agreement.

c) The Certificate Holder shall notify EFSEC of the replacement of a WTG no later than thirty (30) days prior to the replacement occurring.

5. In circumstances where the Project causes a significant adverse impact on the environment not previously analyzed or anticipated by this Agreement, including wildlife impacts that significantly exceed projections anticipated in the Revised Application, the Final EIS , or where such impacts are imminent, EFSEC shall take all steps it deems reasonably necessary, including imposition of specific conditions or requirements on the Certificate Holder as a consequence of such a situation in addition to the terms and conditions of this Agreement. Such additional conditions or requirements initially shall be effective for not more than ninety (90) days, and may be extended once for an additional ninety (90) day period if deemed necessary by EFSEC to pursue ongoing, or continuing temporary, arrangements under other authority, including but not limited to RCW 34.05, RCW 80.50 RCW or Title 463 WAC.

L. Order of Precedence

In the event of an inconsistency or apparent ambiguity in this Agreement, the inconsistency or ambiguity shall be resolved by giving precedence in the following order:

1. Applicable State of Washington statutes and regulations;

2. Applicable Federal statutes and regulations;

3. The body of this Site Certification Agreement, including any other provision, term or material incorporated herein by reference or otherwise attached to, or incorporated in, this Site Certification Agreement;

4. Representations in Applicant's testimony and exhibits in the adjudicative proceeding in this matter;

5. The application of common sense to effect a result consistent with law and the principles effected in this document.

M. Review and Approval Process; Exceptions

1. Except for the Initial and Final Site Restoration Plans, prior to any site work, the Council may delegate to the EFSEC Manager authority to approve or deny the construction and operational plans required by the this Agreement. The EFSEC Manager shall ensure the Council that the construction and operational plans have been sufficiently reviewed prior to approval.

2. The Council Manager may allow temporary exceptions from plan requirements or provisions of the SCA when such exceptions are not contrary to the purposes of the SCA, provided that a record is kept and Council members are immediately notified.

Any Council member may within seven days of the notice put the item on a Council meeting agenda for review.

ARTICLE IV: PLANS, APPROVALS AND ACTIONS REQUIRED PRIOR TO CONSTRUCTION

A. Notice of Federal Permit Approvals

No later than thirty (30) days after the effective date of this Agreement, the Certificate Holder shall notify the Council of all Federal permits, not delegated to EFSEC, that are required for construction and operation of the Project, if any, and the anticipated date of permit issuance to the Certificate Holder. The Certificate Holder shall notify the Council when all required federal permits have been obtained, no later than ten (10) business days after the last permit has been issued.

B. Mitigation Measures

During construction, operation, decommissioning, and site restoration of this Project, the Certificate Holder shall implement the mitigation measures set forth in this Agreement, including, but not limited to, those presented in the revised Application or identified in the final FEIS as commitments made by Whistling Ridge Energy.

No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall file with EFSEC a comprehensive list of these mitigation measures. For each of these mitigation measures, the Certificate Holder shall in the same filing further identify the construction plan and/or operation plan addressing the methodology for its achievement.

The specific plans and submittals listed in the remainder of this Article IV, and Articles V, VI, VII and VIII, shall incorporate these mitigation measures as applicable.

C. Construction Stormwater Plans

1. Notice of Intent. No later than sixty (60) days prior to the beginning of Site Preparation the Certificate Holder shall file with EFSEC a Notice of Intent to be covered by a General National Pollutant Discharge Elimination System (NPDES) Permit for Stormwater Discharges Associated with Construction Activities.

2. Construction Stormwater Pollution Prevention Plan. No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit to EFSEC a Construction Stormwater Pollution Prevention Plan (Construction SWPPP), and provide a copy to WDFW for comment. The Construction SWPPP shall meet the requirements of the Ecology stormwater pollution prevention program (WAC 173-230), and the objectives and requirements in Special Condition S.9 of the *National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activities* issued by the Department of Ecology on January 1, 2011 or as revised. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Construction SWPPP.

The Construction SWPPP shall identify a regular inspection and maintenance schedule for all erosion control structures. The schedule shall include inspections after significant rainfall events. Any damaged structures shall be addressed immediately. Inspections, and subsequent erosion control structure corrections, shall be documented in writing and available for EFSEC's review on request. The SWPPP shall provide special attention to control of any and all runoff from the project and its roads into the Little White Salmon River.

3. Temporary Erosion and Sediment Control Plan. The Certificate Holder shall develop a Temporary Erosion and Sediment Control (TESC) Plan. No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit the TESC Plan to the Council for approval and provide a copy to WDFW and Ecology for comment. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the TESC Plan. As an alternative to submitting a separate TESC Plan, the Certificate Holder may include measures for temporary erosion and sedimentation control in the Construction SWPPP required in Article IV, Section C.2, above.

4. Construction Spill Prevention, Control and Countermeasures Plan. The Certificate Holder shall develop a Construction Spill Prevention, Control, and Countermeasures Plan (Construction SPCCP), consistent with the requirements of 40 CFR Part 112. The Construction SPCCP shall include the Site, feeder line corridors, and all access roads. The Certificate Holder shall require all contractors working on the facility to have a spill prevention and countermeasure program consistent with 40 CFR Part 112. No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit the Construction SPCCP to the Council for approval and provide a copy to WDFW and Ecology for comment. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Construction SPCCP. All applicable elements of the Construction SPCCP shall be implemented prior to the beginning of Site Preparation.

D. Initial Site Restoration Plan

The Certificate Holder is responsible for Project decommissioning and site restoration pursuant to Council rules. The Certificate Holder shall develop an Initial Site Restoration Plan, pursuant to the requirements of WAC 463-42-655 in effect on the date of Application, in consultation with WDFW and DNR. The Certificate Holder shall submit the Initial Site Restoration Plan to the Council for review at least sixty (60) days prior to the beginning of Site Preparation. The Certificate Holder shall not begin Site Preparation prior to obtaining approval of the Initial Site Restoration Plan from the Council.

The Initial Site Restoration Plan shall be prepared in sufficient detail to identify, evaluate, and resolve all major environmental and public health and safety issues reasonably anticipated by the Certificate Holder on the date the Plan is submitted to EFSEC. The Initial Site Restoration Plan shall describe the process used to evaluate the options and select the measures that will be taken to restore or preserve the Project site or otherwise protect the public against risks or danger resulting from the Project. The Initial Site Restoration Plan shall include a discussion of economic factors regarding the costs and benefits of various restoration options versus the relative public risk, and shall address provisions for funding or bonding arrangements to meet

the Project site restoration or management costs. The Initial Site Restoration Plan shall be prepared in detail commensurate with the time until site restoration is to begin. The scope of proposed monitoring shall be addressed in the Initial Site Restoration Plan.

The objective of the Plan shall be to restore the site to approximate pre-Project condition or better. The Plan shall require removal of the wind turbine nacelles, blades, towers, foundations, cables and other facilities to a depth of four feet below grade, regrading of areas around the Project facilities and final restoration of disturbed land.

The Plan shall include the following elements:

1. Decommissioning Timing and Scope, as required by Article VIII.C of this Agreement.

2. Decommissioning Funding and Surety, as required by Article VIII.D of this Agreement.

3. Mitigation measures described in the Revised Application, Final EIS, and this Agreement that will be implemented for decommissioning of the Project.

4. An Initial Site Restoration Plan, which shall address both the possibility that site restoration will occur prior to, or at the end of, the useful life of the Project and also the possibility of the Project being suspended or terminated during construction.

5. A description of the assumptions underlying the plan. For example, the plan should explain the anticipated useful life of the Project, the anticipated time frame of site restoration, and the anticipated future use of the site.

6. An initial plan for demolishing facilities, salvaging equipment, and disposing of waste materials.

7. Performing an on-site audit, and preparing an initial plan for disposing of hazardous materials (if any) present on the site and remediation of hazardous contamination (if any) at the site.

8. An initial plan for restoring the site, including the removal of structures and foundations to four feet below grade and the regrading of the site.

9. Provisions for preservation or removal of Project facilities if the Project is suspended or terminated during construction.

E. Habitat, Vegetation, and Fish and Wildlife Mitigation

1. Habitat Mitigation Plan. Prior to the beginning of Site Preparation, the Certificate Holder shall develop a Habitat Mitigation Plan in consultation with WDFW, based upon the 2009 WDFW Wind Power Guidelines, including the compensatory

mitigation ratios. The Certificate Holder shall submit the Habitat Mitigation Plan to EFSEC for approval at least 60 days prior to the beginning of Site Preparation.

a) The Certificate Holder and WDFW will agree upon a map of habitat types found within the Project Area ("Habitat Map"). This Habitat Map will be based upon the Natural Resources Conservation Service (NRCS) maps of soils and ecological sites, and field investigations of the Project Area.

b) The Habitat Mitigation Plan will specify the Certificate Holder's Mitigation Obligation. The Certificate Holder's Mitigation Obligation will be calculated using the mitigation ratios specified in the 2009 WDFW Wind Power Guidelines. For purposes of calculating the Mitigation Obligation, expected habitat impacts will be determined based upon the pre-construction Project Layout drawings and the habitat types shown on the Habitat Map. Pre-construction Project Layout drawings will show expected permanent and temporary land disturbances.

c) The Certificate Holder may satisfy its Mitigation Obligation either by purchasing a mutually acceptable mitigation parcel and deeding it to WDFW or a mutually acceptable third party, by contributing money to a mutually acceptable third-party that owns or will purchase a mitigation parcel, or the payment of a fee equivalent to the value of permanently disturbed project areas to WDFW in lieu of mitigation. If the Certificate Holder has not satisfied its Mitigation Obligation prior to commencing Site Preparation, the Certificate Holder will provide a letter of credit to EFSEC in an amount sufficient to provide financial security for the Mitigation Obligation. The Certificate Holder will be required to satisfy its Mitigation Obligation prior to commencing commercial operation of the Project.

d) The Habitat Mitigation Plan will include a process to determine the actual impacts to habitat following the completion of construction. In the event that actual impacts to habitat exceed the expected impacts determined prior to construction, the Habitat Mitigation Plan will include a mechanism for the Certificate Holder to provide supplemental compensatory mitigation (Supplemental Mitigation). Supplemental Mitigation, if any, may take the form of an additional mitigation parcel, the contribution of additional funds to a third-party who owns or will purchase an additional mitigation parcel, or the payment of an additional fee equivalent to the value of permanently disturbed project acres to WDFW in lieu of mitigation. During the Application review process, the Applicant and WDFW discussed a potential mitigation parcel, however, the final details were not offered to the Council. Continued work on the mitigation parcel by the Applicant and WDFW is encouraged.

2. Rare Plants. The Certificate Holder shall complete a rare plant survey of the Project Area, following the Washington Heritage Program's suggested rare plant survey guidelines (http1.dnr.wa.gov/nhp/redesk/pubs/rareplantsurveyguidelines.pdf) at least 60 days prior to beginning Site Preparation If any plant species considered Endangered, Threatened, or Sensitive by the Washington Heritage Program is identified on the Project site the Certificate Holder shall develop a Plant Conservation Plan in consultation with the Washington Natural Heritage Program and submit it to EFSEC for approval no later than 60 days prior to the beginning of Site Preparation.

3. Wetlands, Streams and Riparian Areas.

a) Construction of the Project shall not result in any temporary or permanent disturbance of wetlands or other surface waters considered to be Waters of the United States by the Department of the Army Corps of Engineers for purposes of the Clean Water Act, 33 U.S.C. § 1301 et seq. If any unanticipated disturbance of wetlands occurs, the Certificate Holder shall prepare a Wetlands Restoration Plan in consultation with WDFW and submit it to EFSEC for approval.

b) Prior to any construction work affecting the bed or flow of in waters of the state (including seasonally dry channels), the Certificate Holder will consult with and obtain approval from WDFW, and provide documentation of such approval to EFSEC. At least sixty (60) days prior to beginning any such channel work, the Certificate Holder shall submit construction drawings to EFSEC for review and approval. The drawings shall specify the exact locations of work to be conducted, buffers that are required, and best management practices and mitigation measures that will be implemented as required by this article.

c.) Activities in riparian forests are considered forest practices under the Washington Forest Practices Act. Such activities shall be conducted in accordance with the applicable Forest Practices Rules and be permitted through a Forest Practices Application. - Section M

4. Construction Soil Management and Vegetation Plan. In consultation with WDFW and Ecology, the Certificate Holder shall develop a Construction Soil Management and Vegetation Plan. No later than sixty (60) days prior to the beginning of Site Preparation, the Construction Soil Management and Vegetation Plan shall be submitted to the Council for review and approval. The Certificate Holder shall not begin Site Preparation prior to obtaining EFSEC approval of the Soil Management and Vegetation Plan. The Soil Management Plan shall provide special attention to control of any runoff from the project and its roads into the Little White Salmon River.

DRAFT

5. Wet Season Construction. Construction activities are not restricted to particular seasons. However, the Certificate Holder shall attempt to sequence construction activities in order to minimize temporary earth disturbances during the wet season where practical. In particular, the Certificate Holder shall avoid earth-disturbing activities that result in distinct areas of temporary habitat disturbance (e.g. cross-county trenching to install electric collector system lines) in areas when soils are saturated (which commonly occurs from mid-November through April) to the greatest extent possible. If such activities are to take place during periods of soil saturation, the Certificate Holder shall consult with WDFW to develop a specific plan incorporating strategies and best management practices to minimize the environmental impacts of the activities and additional restoration measures to ensure successful restoration of the disturbed habitat. Forest practice activities shall be conducted in accordance with the applicable Forest Practices Rules and be permitted through a Forest Practices Application - See Section M

6. Habitat Restoration Plan. In consultation with WDFW, the Certificate Holder shall develop a Habitat Restoration Plan for temporarily disturbed areas.

   The Habitat Restoration Plan shall require that all temporarily disturbed areas be reseeded with an appropriate mix of native, locally-adapted plant species in a manner and sequence that will maximize the likelihood of successful restoration of the area and prevent the spread of noxious weeds. The Plan shall include a pre-identified reference site or sites that the Certificate Holder, WDFW and DNR can use to gauge the success of the habitat restoration and revegetation efforts. The Habitat Restoration Plan shall include a restoration schedule that identifies timing windows during which restoration should take place, and an overall timeline for when all restoration activities will be completed. WDFW and DNR may suggest modifications to the initial Habitat Restoration Plan as new information becomes available.

   No later than sixty (60) days prior to the beginning of Site Preparation, the Habitat Restoration Plan shall be submitted to the Council for review and approval. The Certificate Holder shall not begin Site Preparation prior to obtaining EFSEC approval of the Habitat Restoration Plan.

   Forest practices activities, including reforestation of forestlands, shall be conducted in accordance with the applicable Forest Practices Rules and be permitted through a Forest Practices Application. - See Section M

7. Technical Advisory Committee. The purpose of the Technical Advisory Committee (TAC) is to ensure that monitoring data collected pursuant to the required Avian Monitoring Plan (see Article VI.C), the Bat Monitoring Plan (see Article VI.E) and other related monitoring data are considered in a forum in which independent and informed parties can collaborate with the Certificate Holder. The TAC will make recommendations to EFSEC if it deems additional studies or mitigation are warranted to address impacts that were either not foreseen in the Revised Application, the Final EIS, or significantly exceed impacts that were projected. In order to make advisory recommendations to EFSEC, the TAC will review and consider results of Project

DRAFT

monitoring studies, including post-construction avian and bat mortality surveys, and new scientific findings made at wind generation facilities with respect to the impacts on habitat and wildlife, as they may relate to the Whistling Ridge Energy Project. The TAC will assess whether the post-construction restoration and mitigation and monitoring programs for wildlife that have been identified and implemented merit further studies or additional mitigation, taking into consideration factors such as the species involved, the nature of the impact, monitoring trends, and new scientific findings.

The TAC, or individual members thereof, will be authorized to consult, exchange information, and collaborate with TACs from other wind turbine projects, including the Kittitas Valley Wind Power Project, Desert Claim Wind Power Project, and the Wild Horse Wind Power Project, for purposes of identifying and monitoring cumulative environmental impacts, and, if necessary, developing mitigation recommendations addressing known or newly identified cumulative impacts related to the construction and operation of wind power projects.

The TAC may include, but need not be limited to, representatives from WDFW, U.S. Fish and Wildlife Service, Audubon Washington or its member chapters, EFSEC, Skamania County, DNR, and the Certificate Holder. EFSEC, at its discretion, may add additional representatives to the TAC from state, local, federal and tribal governments. All TAC members must be approved by EFSEC.

No representative to the TAC may be party to a turbine lease agreement, or any other contractual obligation with the Certificate Holder.

No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall contact the agencies and organizations listed above requesting that they designate a representative to the TAC, and that the agencies or organizations notify EFSEC in writing of their TAC representative and of their member's term of representation. No later than sixty (60) days prior to the beginning of Commercial Operation, the Certificate Holder shall convene the first meeting of the TAC.

No later than sixty (60) days after the beginning of Construction, the Certificate Holder shall submit to EFSEC proposed Rules of Procedure describing how the TAC shall operate, including but not limited to a schedule for meetings, a meeting procedure, a process for recording meeting discussions, a process for making and presenting timely TAC recommendations to the Council, and other procedures that will assist the TAC to function properly and efficiently. The Certificate Holder will provide a copy of the proposed Rules of Procedure at the first TAC meeting for review and comment. The TAC may suggest modifications of the plan; any such modifications must be approved by EFSEC.

The TAC will be convened as determined by EFSEC, except that EFSEC may terminate the TAC if: the TAC has ceased to meet due to member attrition; or, the TAC determines that all of the pre-permitting, operational and post-operational monitoring has been completed and further monitoring is not necessary; or the TAC

members recommend that it be terminated. If the TAC is terminated or dissolved, EFSEC may reconvene and reconstitute the TAC at its discretion.

The ultimate authority to require implementation of additional mitigation measures, including any recommended by the TAC, shall reside with EFSEC.

8. Pre-Construction Raptor Nest Survey. During the nesting season immediately prior to beginning Site Preparation, the Certificate Holder shall conduct a raptor nest survey. The results of the survey shall be submitted to EFSEC and will be used to determine timing restrictions and/or buffer distances to active raptor nests.

F. Construction Traffic Development Standards

Development Standards: The Certificate Holder shall incorporate the following development standards into the design and construction of the Project.

1. Project Access Roads. Access to the turbines will be achieved via graveled roads within the Project Area.

   Access from county roads shall be constructed with the appropriate slopes and culverts in accordance with Skamania County standards in effect on the date of the Application in this matter. All roads within the site shall be designed in consultation with the DNR and other fire services providers, and emergency suppliers to ensure that fire vehicles can gain safe access to the site as necessary to provide emergency services.

2. Video Monitoring. County roads, including shoulder pavement, shall be video monitored before and after construction of the Project. The Certificate Holder shall repair any damage to county roads, such that the roads meet or exceed Skamania County standards.

3. Project Site Access. In order to coordinate access to any public lands in accordance with DNR State Land management practices, the Certificate Holder will implement an adaptive management approach. Adaptive management allows for changes over time to the level of control and types of activities, as needed. In general, the Certificate Holder will permit controlled access to any public lands, as long as it does not interfere with or introduce adverse impacts to Project operations or personnel. The Certificate Holder will have no obligation to provide access on or across private lands.

4. Construction Traffic Management Plan. At least sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit to EFSEC for review a Construction Traffic Management Plan. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Construction Traffic Management Plan. This plan will incorporate those items outlined in Article IV.F.1 through 3, above.

DRAFT

5. Oversize or Overweight Hauls. The Certificate Holder shall notify EFSEC, at the earliest time possible, of any permits or approvals required to conduct oversize or overweight hauls.

G. Federal Aviation Administration Review

No later than thirty (30) days prior to the beginning of Construction, the Certificate Holder shall provide to EFSEC copies of the Determination of Non-Hazard certificates issued by the Federal Aviation Administration (FAA).

H. Cultural and Archaeological Resources Plan

With the assistance of an experienced archaeologist, and in consultation with the Department of Archaeology and Historic Preservation (DAHP) and the Yakama Nation, the Certificate Holder shall develop a Cultural Resources Monitoring and Mitigation Plan for monitoring construction activities and responding to the discovery of archaeological resources or buried human remains. The Certificate Holder shall provide copies of the draft Plan for comment to other potentially affected tribes, prior to submitting the plan for EFSEC approval. The Certificate Holder shall submit the Plan to EFSEC for review and approval no later than sixty (60) days prior to the start of Site Preparation. The Certificate Holder shall not begin Site Preparation prior to obtaining approval of the Plan from the Council. All applicable elements of the Plan shall be implemented prior to the start of Site Preparation. The Plan shall include, but not be limited to, the following:

1. The Plan shall provide for the avoidance of significant archaeological sites where practical. For sites to be avoided, the boundaries of identified cultural resources and buffer zones shall be staked in the field and flagged as no-disturbance areas to avoid inadvertent disturbance during construction. These site markings will be removed following construction. The Plan shall address alternative mitigation measures to be implemented if it is not practical to avoid archeological sites or isolates. Special attention shall be given to the identified significant cultural site known as Chemawa Hills and the concerns of the Yakama Nation regarding this site.

2. The Plan shall address the possibility of the unanticipated discovery of archaeological artifacts during construction. If any archaeological artifacts, including but not limited to human remains, are observed during construction, disturbance and/or excavation in that area will cease, and the Certificate Holder shall notify the DAHP, EFSEC, the Yakama Nation and the affected tribes and, in the case of human remains, the County Coroner or Medical Examiner. At that time, appropriate treatment and mitigation measures shall be developed in coordination with the agencies and tribes cited above, and implemented following approval by EFSEC. If Project facilities cannot be moved or re-routed to avoid the resources, the Certificate Holder shall contact EFSEC and DAHP for further guidance which may require the implementation of a treatment plan. If a treatment plan is required, it shall be developed in consultation with DAHP and any affected tribes.

3. Potentially affected tribes shall be notified of earth-disturbing construction activities and if a tribe requests to have its representatives present during earth-disturbing

construction activities, the Certificate Holder shall accommodate reasonable requests. In all cases the Certificate Holder shall inform EFSEC of each such tribal request.

I. Construction Emergency Plan

1. Construction Emergency Plan. The Certificate Holder shall retain qualified contractors familiar with the general construction techniques and practices to be used for the Project and its related support facilities. The construction specifications shall require contractors to implement a safety program that includes an emergency plan. The Certificate Holder shall prepare and submit a Construction Emergency Plan to EFSEC for review at least sixty (60) days prior to the beginning of Site Preparation. The Certificate Holder shall coordinate development and implementation of the Plan with applicable local and state emergency services providers. The Certificate Holder shall not begin Site Preparation or Construction prior to obtaining EFSEC approval of the Construction Emergency Plan. The Construction Emergency Plan shall include consideration of:

    a) Medical emergencies;
    b) Construction emergencies;
    c) Project Area evacuation;
    d) Fire protection and prevention;
    e) Flooding;
    f) Extreme weather abnormalities;
    g) Earthquake;
    h) Volcanic eruption;
    i) Facility blackout;
    j) Hazardous materials spills;
    k) Blade or tower failure;
    l) Aircraft impact;
    m) Terrorism, sabotage, or vandalism;
    n) Bomb threat.

2. Fire Protection Services. Prior to commencing Site Preparation, the Certificate Holder shall verify continuing protection for Whistling Ridge Energy and shall execute a fire protection services agreement with fire services providers for the Project site to ensure that adequate fire protection services are in place during the construction and operation of the Project. Cost for fire protection services shall be borne by Whistling Ridge Energy.

3. Fire Control Plan. The Certificate Holder shall develop and implement a Fire Control Plan in coordination with state and local agencies to minimize risk of accidental fire during construction and to ensure effective response to any fire that does occur on the Project Site at any time. The Certificate Holder shall submit the Fire Control Plan to EFSEC for review and approval at least sixty (60) days prior to Site Preparation and provide a copy to WDFW, DNR, Southwest Region and other local and state service providers for comment. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Fire Control Plan.

DRAFT

J. Construction Management Plan

The Certificate Holder shall, with the assistance of Council staff, develop a detailed Construction Management Plan in consultation with WDFW and other affected State and local agencies. The Plan shall address the primary Site Preparation and Construction phases for the Project, and shall be generally based on the mitigation measures contained in this Agreement and the Revised Application. At least sixty (60) days prior to the start of Site Preparation, the Certificate Holder shall submit the Construction Management Plan to the Council for review and approval. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Construction Management Plan.

K. Construction Schedule

No later than thirty (30) days prior to the beginning of Site Preparation, the Certificate Holder shall submit to EFSEC an overall construction schedule. Thereafter, the Certificate Holder shall notify EFSEC of any significant changes in the construction schedule.

L. Construction Plans and Specifications

1. At least sixty (60) days prior to the beginning of Construction, the Certificate Holder shall submit to EFSEC or its designated representative for approval those construction plans, specifications, drawings and design documents that demonstrate the Project design will be in compliance with the conditions of this Agreement. The Certificate Holder shall also provide copies to WDFW, DNR, Ecology and other agencies as EFSEC may direct, for comment. The plans shall include overall Project site plans, foundation drawings, equipment and material specifications, and vendor guarantees for equipment performance as appropriate. The Certificate Holder shall not begin Construction prior to obtaining Council approval of the construction plans and specifications.

2. The Certificate Holder shall consult with WDFW on ways to minimize road construction and other habitat impacts prior to preparing final construction plans. The Certificate Holder shall also consult with emergency services suppliers prior to preparing final road construction plans, to ensure that interior Project roads are sufficient to provide reliable access by emergency vehicles, In its final design for construction, the Certificate Holder, shall maximize the use of existing roads and pathways, and minimize the construction of new roads as much as reasonable and practical, and without disrupting wetlands or other sensitive habitat. The final design shall be subject to approval by EFSEC.

3. The Certificate Holder shall provide a final project layout plan to demonstrate that project structures comply with the setback conditions of Article I.C.6.

4. Project buildings, structures, and associated systems shall be designed and constructed consistent with requirements, including the seismic standards, of the Uniform Building Code (UBC) or the International Building Code (IBC), but no less stringent than those found in the UBC of 1997.

DRAFT

5. The Certificate Holder shall design, install, operate and maintain the domestic on-site septic system in accordance with Skamania County requirements.

6. The Certificate Holder shall purchase water only from sources that have been certificated or otherwise authorized by the Department of Ecology. At least thirty (30) days prior to the beginning of Site Preparation, the Certificate Holder shall provide to EFSEC proof of contract for the water supply source it intends to use during Site Preparation, Construction and Operation. The Certificate Holder shall notify EFSEC of any changes in the source of supply no later than fifteen (15) days before the change.

7. Prior to the beginning of Site Preparation, the Certificate Holder shall present to EFSEC copies of any signed and executed lease(s) with other land owners.

8. For each turbine located within 2,500 feet of a non-participating landowner's existing residence, micro-siting determinations shall give highest priority to increasing the distance of the turbine from that non-participating landowner's residence, so as to further mitigate and minimize any visual impacts on that non-participating landowner. At least 60 days prior to commencement of construction, the Applicant shall provide EFSEC with documentation demonstrating its efforts to site the applicable turbine locations in this manner and identifying specific reasons if Applicant considers this not to be feasible.

M. Forest Practices Act Compliance

Forest practices activities conducted on non-federal and non-tribal forestlands are governed by the Washington Forest Practices Act and are subject to the Forest Practices Rules (WAC 222). Such activities associated with this project on forestlands are required to be permitted by a Forest Practices Application. This applies to activities during the construction phase of the project and to subsequent activities on land remaining in forestry for the duration of the project.

1. At least 60 days prior to initiating ground disturbance activities, the Certificate Holder shall submit to EFSEC for review and approval a complete Forest Practices Application/Notification that addresses all forest practices, including, but not limited to, timber harvest, road construction/reconstruction and reforestation activities. Prior to submittal to EFSEC, the Certificate Holder shall coordinate with Southwest Region of the Department of Natural Resources (DNR) to ensure the application is completed in compliance with DNR requirements.

2. Other activities that may require additional permits include:

    a.) Gravel and rock removal from pits or quarries may require a Surface Mining reclamation permit normally issued by the Geology Division of DNR in Olympia.

b.) Slash disposal may require a Burn Permit normally issued by the DNR Southeast Region office.

ARTICLE V: PROJECT CONSTRUCTION

A. Environmental Monitoring During Construction

1. Environmental Monitor (EM). EFSEC will provide full-time on-site environmental monitoring for the construction phase of the Project, at the Certificate Holder's cost. The EM shall be an independent, qualified engineering firm (or a person) selected by EFSEC, and shall report directly to EFSEC.

2. Environmental Compliance Program for Construction Activities. The Certificate Holder shall identify and develop environmental monitoring and "stop-work" criteria in consultation with the EM and other EFSEC designees prior to beginning Site Preparation. EFSEC will review and approve the final stop-work criteria to be implemented for the Project. The Environmental Compliance Program will cover avoidance of sensitive areas during construction, waste handling and storage, stormwater management, spill prevention and control, habitat restoration efforts begun during the construction phase of the project and other mitigation measures required by this Agreement. The Certificate Holder shall implement the program to ensure that construction activities meet the conditions, limits and specifications set out in the Site Certification Agreement, all Attachments thereto, and all other applicable state and federal environmental regulations.

3. Forest Practices Compliance. EFSEC will provide Washington Forest Practices compliance and enforcement on all approved Forest Practices Applications, at the Certificate Holder's expense. Compliance shall be conducted by a DNR Forest Practices Forester selected by DNR.

4. Preconstruction Meeting. A preconstruction meeting shall be held between the Environmental Monitor and the construction team to review and clarify construction related plans, special concerns, and construction techniques prior to beginning work.

5. Copies of Plans and Permits Kept On Site. A copy of the Site Certification Agreement, Plans approved by the Council or its designees, and all applicable construction permits will be kept at the Project Site. The lead Project construction personnel and construction project managers will be required to read, follow, and be responsible for all required compliance activities. The EM will be responsible for monitoring that all construction permit requirements are adhered to, and that any deficiencies are promptly reported and that corrective measures are initiated.

6. Environmental Monitor Weekly Reports. The EM will provide weekly reports to EFSEC regarding adherence to BMPs, the implementation of environmental mitigation plans, and environmental problems reported or discovered as well as corrective actions taken by the Certificate Holder to resolve these problems. The EM will provide copies to the Certificate Holder of reports submitted to EFSEC.

DRAFT

7. Environmental Violations and Stop-Work Orders. Upon identification of an environmental noncompliance issue, the EM will work with the responsible subcontractor or direct-hire workers to correct the violation; if non-compliance is not corrected in a reasonable period of time the EM shall request that EFSEC issue a "stop-work" order for that portion of the work not in compliance with Project environmental requirements. EFSEC will promptly notify The EM of any "stop work" orders that have been issued.

8. Environmental Monitor Availability. No excavation, filling or re-grading work shall be performed at any time unless the EM is available for full, concurrent and independent environmental monitoring on-site.

B. Quarterly Construction Reports

The Certificate Holder shall submit quarterly construction progress reports to EFSEC no later than thirty (30) days after the end of each calendar quarter. Such reports shall describe the status of construction and identify any changes in the construction schedule.

C. Construction Inspection

EFSEC shall provide plan review and inspection of construction for all Project buildings, structures, underground and overhead electrical lines, sanitary waste water discharge systems, and other Project facilities to ensure compliance with this Agreement. Construction shall be in accordance with the approved design and construction plans, the IBC or UBC and other relevant regulations. EFSEC may contract with Skamania County, another appropriate agency or an independent firm to provide these services.

D. As-Built Drawings

The Certificate Holder shall maintain a complete set of as-built drawings on file for the life of the Project, and shall allow the Council or its designated representative access to the drawings on request following reasonable notice.

E. Habitat, Vegetation, Fish and Wildlife

1. The Certificate Holder shall use construction techniques and Best Management Practices (BMPs) to minimize potential impacts to habitat and wildlife;

2. The Certificate Holder shall ensure that the construction team includes a qualified staff person or persons with experience in construction in sensitive coniferous forest environments similar to that found in the Project Area.

3. Construction teams shall stake work and clearing limits prior to construction and ground clearing.

4. The Certificate Holder shall avoid the installation of above-ground collector lines where practical. To the extent practical, collector lines shall be installed in or alongside roadways, in areas currently disturbed, in other areas that will be permanently disturbed by Project construction, or by directionally drilling under surface waters. When it is not practical to avoid the installation of above-ground collector lines, the Certificate Holder

shall consult with WDFW to determine the most practical alternative with the least adverse environmental impacts. Any above-ground collector lines will be designed to comply with the current Avian Power Line Interaction Committee Guidelines.

5. The Certificate Holder shall post, maintain and enforce reasonable driving speed limits within the Project Area to minimize potential collisions with wildlife during construction.

6. All permanent meteorological towers shall be free-standing monopoles without guy wires. The Certificate Holder shall use bird markers on all temporary meteorological towers with guy wires.

F. Construction Noise

The Certificate Holder and its contractors and subcontractors shall use industry standard noise attenuation controls during construction to mitigate noise impacts and shall comply with applicable state and local noise emission regulations. The Certificate Holder shall limit blasting and loud construction activities to daytime hours (7 a.m. to 10 p.m.), and shall comply with the applicable requirements of WAC 173-60-040 (2) (b) during the hours of 10:00 p.m. and 7:00 a.m.

G. Construction Safety and Security

1. Federal and State Safety Regulations. The Certificate Holder shall comply with applicable federal and state safety regulations (including regulations promulgated under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act), as well as local and state industrial codes and standards (such as the Uniform Fire Code). The Certificate Holder, its general contractor, and all subcontractors shall make every reasonable effort to maximize safety for individuals working at the Project.

2. Construction Phase Health and Safety Plan. The Certificate Holder shall develop and implement a Construction Phase Health and Safety Plan prior to the beginning of Site Preparation. The Certificate Holder shall consult with local and state organizations providing emergency response services during the development of the plan to ensure timely response in the event of an emergency. The Certificate Holder shall submit the plan to EFSEC for review and approval no later than sixty (60) days prior to Site Preparation.

3. Construction Phase Site Security Plan. The Certificate Holder shall develop and implement a construction phase site security plan to effectively monitor the Project Site. The Certificate Holder shall consult with local and state organizations providing emergency response services during the development of the plan to ensure timely response in the event of an emergency. The Certificate Holder shall submit the plan to EFSEC for review and approval no later than sixty (60) days prior to Site Preparation.

DRAFT

4. Visitors Safety. Visitors shall be provided with safety equipment where and when appropriate.

H. Fugitive Dust

The Certificate Holder shall implement appropriate mitigation measures to control fugitive dust from roads and construction activities. The Certificate Holder shall use water or a water-based, environmentally safe dust palliative such as lignin, for dust control on unpaved roads during Project construction. The Certificate Holder shall not use calcium chloride for dust suppression.

I. Contaminated Soils

In the event that contaminated soils are encountered during construction, the Certificate Holder shall notify EFSEC and Ecology as soon as possible. The Certificate Holder shall manage, handle, and dispose of contaminated soils in accordance with applicable local, state and federal requirements.

J. Light, Glare and Aesthetics

The Certificate Holder shall implement mitigation measures to minimize light and glare impacts. Project buildings shall be constructed of local materials and in local building styles to maximize their fit into the local landscape, and shall be landscaped with native vegetation around buildings and equipment boxes to integrate the structures into the surrounding landscape. Project structures shall be painted with neutral/low reflectivity finishes to the extent feasible. The Certificate holder shall neither place nor allow advertising, logos, cellular antennas, or other clutter on the turbines, nacelles, or buildings of the Project. The O&M facility buildings shall be painted with a low reflectivity colored finish. The only lighting on the turbines will be the aviation lighting required by FAA. Outdoor lighting at the O&M facility and substation(s) will be minimized to safety and security requirements, motion sensors will be used to keep lighting turned off when not required, and lighting will be equipped with hoods and directed downward. If compliance with any of these requirements is not feasible, the Certificate Holder may seek a waiver from the Council.

K. Construction Wastes and Clean-Up

The Certificate Holder shall dispose of sanitary and other wastes generated during construction at facilities authorized to accept such wastes.

The Certificate Holder shall properly dispose of all temporary structures not intended for future use upon completion of construction. The Certificate Holder also shall dispose of used timber, brush, refuse or flammable materials resulting from the clearing of lands or from construction of the Project in a manner and schedule approved by EFSEC.

DRAFT

ARTICLE VI: SUBMITTALS REQUIRED PRIOR TO THE BEGINNING OF COMMERCIAL OPERATION

A. Operations Stormwater Pollution Prevention Plan

1. Operations Stormwater Pollution Prevention Plan. The Certificate Holder shall prepare an operations stormwater pollution prevention plan (Operations SWPPP) in consultation with WDFW and Ecology and submit it to EFSEC for approval at least sixty (60) days prior to the beginning of Commercial Operation. The Operations SWPPP shall include an operations manual for permanent BMPs. The Operations SWPPP shall be prepared in accordance with the guidance provided in the Ecology *Stormwater Management Manual for Western Washington, September 2005 or as revised*. The Certificate Holder shall periodically review the Operations SWPPP against the guidance provided in the applicable Ecology Stormwater Management Manual, and make modifications as necessary to the Operations SWPPP to comply with current requirements for BMPs.

2. Operations Spill Prevention, Control and Countermeasure Plan. The Certificate Holder shall prepare an Operations Spill Prevention, Control and Countermeasures Plan (Operations SPCCP) in consultation with WDFW and Ecology and submit it to EFSEC for review and approval at least thirty (30) days prior to the beginning of commercial operation. The Operations SPCCP shall be prepared pursuant to the requirements of 40 CFR Part 112, Sections 311 and 402 of the Clean Water Act and Section 402 (a)(1) of the Federal Water Pollution Control Act (FWPCA) and RCW 90.48.080. The Operations SPCCP shall include the Site, all Project structures and facilities on the site, substations(s), feeder line corridors, and all access roads. The Operations SPCCP shall be implemented within three (3) months of the beginning of Commercial Operation. The Operations SPCCP must be updated and submitted to the Council every two (2) years.

B. Emergency Plans

1. Operations Emergency Plan. No later than sixty (60) days prior to the beginning of Commercial Operation, the Certificate Holder shall submit for the Council's approval an Operations Emergency Plan for the Project to provide for employee safety in the event of emergencies, such as those listed below. The Certificate Holder shall coordinate development of the plan with local and state agencies that provide emergency response services in the Project Area. Periodically, the Certificate Holder shall provide the Council with updated lists of emergency personnel, communication channels and procedures. The Emergency Response Plan shall address in detail the procedures to be followed in the event of emergencies listed in Article IV.I.1.

2. Fire Protection Services. The Certificate Holder shall maintain fire protection services agreement(s) pursuant to IV.I.2 of this Agreement for the entire Project, for the life of the Project or until and to the extent that the Project site is annexed into a Fire District or other municipal entity that provides fire protection services.

DRAFT

3. Operations Fire Control Plan. The Certificate Holder shall develop an operations phase Fire Control Plan in consultation with WDFW and DNR, Southwest Region and in coordination with other state and local agencies to minimize risk of accidental fire during operation and ensure effective response to any fire that does occur. No later than sixty (60) days prior to the beginning of Commercial Operation the Certificate Holder shall submit the Plan to EFSEC for review and approval.

C. Post-Construction Avian Monitoring Plan

No later than one hundred twenty (120) days prior to beginning Commercial Operation, the Certificate Holder shall submit to EFSEC for review and approval a Post-Construction Avian Monitoring Plan. The Post-Construction Avian Monitoring Plan shall be developed in consultation with the WDFW. The Avian Monitoring Plan shall be based upon the 2009 WDFW Wind Power Guidelines, although the Certificate Holder and WDFW may agree to depart from the Guidelines if circumstances warrant. The purpose of the plan shall be to quantify impacts to avian species and to assess the adequacy of mitigation measures implemented, including any mitigation necessary under the Migratory Bird Treaty Act. Results shall be reported to EFSEC and the TAC. The monitoring plan shall include the following components:

1. The Certificate Holder shall implement an avian casualty/fatality reporting and handling system by Project personnel (operations and maintenance staff) for the life of the Project following a detailed written protocol developed for the Project and similar to that used by other wind projects in the region.

2. The Certificate Holder shall perform a minimum of two breeding season's raptor nest survey of the Project Area, including a 1 mile buffer, to locate and monitor active raptor nests potentially affected by construction and operation of the Project.

3. The Council will commission or review for approval a three-year monitoring study by a third-party consultant to evaluate impacts to avian species. This study will include, at a minimum, standardized casualty searches, searcher efficacy trials and scavenger removal trials.

4. The Post-Construction Avian Monitoring Plan for the Project will follow a detailed written protocol that will document the monitoring measures being conducted.

5. EFSEC shall reconvene the TAC if unanticipated circumstances arise during incidental monitoring.

D. Post-Construction Bald Eagle – Golden Eagle Plan

In consultation with WDFW and USFWS, the Certificate Holder shall develop a plan describing actions taken to comply with the Bald and Golden Eagle Protection Act (16U.S.C. 668-668c). This plan shall be submitted to EFSEC for approval no later than 60 days prior to commencing Commercial Operation.

DRAFT

E. Pre-Operation Bat Survey and Bat Monitoring Plan

Prior to beginning commercial operation, the Certificate Holder, in consultation with WDFW, shall conduct a bat monitoring survey during the bat migration period. The survey shall utilize current technology and methodology to document bat use of the site, including which if any species are at risk from site operation. Detectors shall be placed at an appropriate elevation to monitor migrating bats within the rotor sweep zone. The Certificate Holder shall consult with WDFW in developing the protocol for the survey. The Certificate Holder shall present the results of the survey to the TAC. If, based on the survey results, the TAC concludes that the Project presents a significant risk to bats that is substantially greater than the risk described in the Final EIS, the TAC may recommend to EFSEC that additional mitigation measures be required.

The Certificate Holder shall develop a post-construction Bat Monitoring Plan in consultation with WDFW and the TAC and submit the plan to EFSEC for approval no later than sixty (60) days prior to commencing Commercial Operation. The plan shall include two years of bat fatality monitoring.

ARTICLE VII: PROJECT OPERATION

A. Water Discharge

The Certificate Holder shall ensure that all stormwater control measures and discharges are consistent with the Operations SWPPP, required by Article XX.X.X and the Ecology *Stormwater Management Manual for Western Washington, September 200*5or as revised.

Domestic sewage generated at the O&M facility shall be discharged to an on-site septic system.

B. Noise Emissions

The Certificate Holder shall operate the Project in compliance with applicable Washington State Environmental Noise Levels, WAC 173-60.

C. Fugitive Dust Emissions

The Certificate Holder shall continue to implement dust abatement measures as necessary.

D. Habitat, Vegetation and Wildlife BMPs

During Project operations, the Certificate Holder shall implement appropriate operational BMPs to minimize impacts to plants and animals, especially impacts to special listed species such as Northern Spotted Owl, Western Gray Squirrel, Northern Goshawk, Olive Sided Flycatcher, Vaux's Swift, Piliated Woodpecker, Keen's Nyelos (Bat), Townsend Big Eared Bat, Bald and Golden Eagles.

In addition to those mitigation measures presented in the Revised Application and FEIS, these include the following:

DRAFT

1. Implementation of the Operations Fire Control Plan developed pursuant to Article VI.B.3, in coordination with local fire districts, to avoid accidental wildfires and respond effectively to any fire that might occur.

2. Implementation of the Certificate Holder's agreement with fire services providers to provide fire protection services during the construction and operation of the Project.

3. Operational BMPs to minimize storm water runoff and soil erosion.

4. The Certificate Holder shall avoid the use of rodenticides to control rodent burrowing around wind turbine towers as much as possible. In the event that the Certificate Holder believes the use of rodenticides is necessary, the Certificate Holder shall consult with WDFW and Ecology to develop a plan for appropriate application and use, and submit the plan to EFSEC for approval prior to implementation

5. The Certificate Holder shall cooperate with WDFW in its efforts to manage deer and elk in the Project vicinity.

E. Forest Practices

All forest practices activities on private forestlands are governed by the Washington Forest Practices Act and are subject to the Forest Practices Rules (WAC 222). Such activities associated with this project on forestlands are required to be permitted by a Forest Practices Application. This applies to activities on land remaining in forestry for the duration of the project.

1. At least 60 days prior to initiating forest practices, the Certificate Holder shall submit to EFSEC for review and approval a complete Forest Practices Application/Notification that addresses all proposed Forest Practices. Prior to submittal to EFSEC, the certificate holder shall coordinate with Southwest Region of the Department of Natural Resources (DNR) to ensure the application is completed in compliance with DNR requirements.

2. EFSEC will provide Forest Practices compliance and enforcement on all approved Forest Practices Applications, at the Certificate Holder's cost. Compliance shall be conducted by a DNR Forest Practices forester selected by DNR.

F. Safety and Security

1. <u>Personnel Safety</u>. The safety of operating personnel is governed by regulations promulgated under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act. The Certificate Holder shall comply with applicable federal and state safety laws and regulations (including regulations under the Federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act) as well as local and industrial codes and standards (such as the Uniform Fire Code).

2. Operations Phase Health and Safety Plan. No later than sixty (60) days after the beginning of Commercial Operation, the Certificate Holder shall develop and, after EFSEC approval, implement an Operations Phase Health and Safety Plan. The Certificate Holder shall consult with local and state organizations providing emergency response services during the development of the plan to ensure timely response in the event of an emergency.

3. Operations Phase Site Security Plan. The Certificate Holder shall develop and implement an Operations Phase Site Security Plan. The Certificate Holder shall submit the Plan to EFSEC for review and approval no later than sixty (60) days before the beginning of Commercial Operation. The Plan shall include, but shall not be limited to, the following elements: controlling access to the site by any visitors, contractors, vendors, or suppliers; security lighting of the operation and any visitor's center and maintenance facility buildings; fencing of the substation(s); and securing access to wind turbines, pad transformers, pad-mounted switch panels and other outdoor facilities. A copy of the final Security Plan shall be provided to EFSEC and other agencies involved in emergency response.

4. Visitors Safety. The Certificate Holder shall require visitors to observe the safety plans and shall provide them with safety equipment where and when appropriate.

G. Dangerous or Hazardous Materials

The Certificate Holder shall handle, treat, store, and dispose of all dangerous or hazardous materials in accordance with Washington state standards for hazardous and dangerous wastes, WAC 463-40 and WAC 173-303. Following any abnormal seismic activity, volcanic eruption, severe weather activity, flooding, vandalism or terrorist attacks the Certificate Holder shall inspect areas where hazardous materials are stored to verify that containment systems are operating as designed.

H. Decommissioning of Individual Wind Turbine Generators

During the lifetime of the project, the Certificate Holder may choose, or be otherwise required to, decommission individual WTGs without the entire project being terminated pursuant to Article VIII of this agreement.

In accordance with Article III, Section K, paragraph 5, of this agreement, individual WTGs found to cause unanticipated significant adverse impact(s) on the environment may have further operating conditions imposed by EFSEC, including permanent shutdown, decommissioning, and removal from the Project Area. In addition, EFSEC retains the authority to order removal of any individual WTG that remains inoperable or is not used for more than six months.

The Certificate Holder will disassemble and remove from the Project Area the WTG being decommissioned within one year of the last date the WTG produced power for sale. Decommissioning of the WTG does not require removal of the WTG foundation.

The Certificate Holder shall notify EFSEC of its intent to decommission the turbine, and shall provide a schedule for decommissioning activities.

DRAFT

I. Shadow Flicker Mitigation Measures

To mitigate for shadow flicker effects, the Certificate Holder shall shut down the operation of a WTG, for the duration of such impact, upon the written request of a landowner whose residence:

- was constructed as of October 12, 2009, or was located on a property with vested rights to build as of October 12, 2009; and
- is located within 2,500 feet of the offending turbines; and
- has a line of sight view of the turbine.

Within five (5) business days of receipt of any such request, the Certificate Holder shall notify EFSEC of the request received to mitigate shadow flicker effects. In addition, within two (2) weeks of original receipt of any such request, the Certificate Holder shall notify EFSEC of the actions taken in response. EFSEC shall retain authority to review and override the Certificate Holder's denial(s) of any non-participating landowner's request(s) in this regard.

ARTICLE VIII: PROJECT TERMINATION, DECOMMISSIONING AND SITE RESTORATION

A. Detailed Site Restoration Plan

The Certificate Holder shall submit a Detailed Site Restoration Plan to EFSEC for approval within ninety (90) days from the time the Council is notified of the termination of the Project. The Detailed Site Restoration Plan will provide for restoration of the Site within the timeframe specified in Article VIII.C, taking into account the Initial Site Restoration Plan and the anticipated future use of the Site. The Detailed Site Restoration Plan shall address the elements required to be addressed by WAC 463-42-665 (in effect at the date of submittal of the Application), and the requirements of the Council approved Initial Site Restoration Plan pursuant to Article IV.D of this Agreement. The Certificate Holder shall not begin Site Restoration activities without prior approval from the Council. The Certificate Holder shall consult with WDFW, DNR, and Ecology in preparation of the Detailed Site Restoration Plan.

B. Project Termination

1. Termination of this Site Certification Agreement, except pursuant to its own terms, is an amendment of this Agreement.

2. The Certificate Holder shall notify EFSEC of its intent to terminate the Project.

3. The Certificate Holder shall terminate the Project if, at the written request of the Council, the Certificate Holder demonstrates that the energy generated by the Project for the past twelve (12) month period is less than 10% of the Historical Energy Production (as defined below) and the following exemptions do not apply: the twelve (12) month reduced energy output period described above is the result of (i) a repair, restoration or improvement to an integral part of the Project that affects the generation of electricity that is being diligently pursued by the Certificate Holder, or

(ii) a force majeure event, including, but not limited to, an extended low wind period. Historical Energy Production means the sum of all energy generated by the Project divided by the number of months since the beginning of Commercial Operation multiplied by twelve, starting twelve months after Commercial Operation commences.

4. The Council may initiate proceedings leading to SCA amendment pursuant to WAC 463-66-090.

C. Decommissioning Timing and Scope

1. Timing. The Certificate Holder shall commence decommissioning of the Project within twelve (12) months following the termination described in Article VIII.B above.

   The period to perform the decommissioning may be extended if there is a delay caused by conditions beyond the control of the Certificate Holder including, but not limited to, inclement weather conditions, equipment failure, wildlife considerations or the availability of cranes or equipment to support decommissioning.

2. Scope. Decommissioning the Project shall involve removal of the Turbines; removal of foundations to a depth of four (4) feet below grade; regrading the areas around the Project Facilities; removal of Project access roads and overhead cables (except for any roads and/or power cables that Project Area landowners wish to retain); and final reseeding of disturbed lands (all of which shall comprise "Decommissioning"). Decommissioning shall occur in the order of removing the Turbines as the first priority and performing the remaining elements immediately thereafter.

3. Monthly Reports. If requested by EFSEC, the Certificate Holder will provide monthly status reports until this decommissioning work is completed.

D. Decommissioning Funding and Surety

1. Except as provided in Art.VIII.D.3 below, the Certificate Holder or any Transferee, as the case may be, shall provide financial assurance sufficient, based on detailed engineering estimates, for decommissioning costs in the form of a performance bond, guaranty or a letter of credit to ensure the availability of funds for such costs (the "Decommissioning Security") to EFSEC. The Certificate Holder shall include a detailed engineering estimate of the cost of decommissioning in its Initial Site Restoration Plan submitted to EFSEC.

   The Initial Site Restoration Plan shall provide that the decommissioning costs shall be reevaluated annually during construction of the Project and once every five (5) years thereafter from the date of Substantial Completion to ensure sufficient funds for decommissioning. If deemed appropriate at that time, the amount of decommissioning funds may be adjusted by EFSEC accordingly.

2. The duty to provide such security shall commence thirty (30) days prior to the beginning of Construction of the Project, and shall be renewed on an annual basis. On or before the date on which financial security must be established, the Certificate Holder shall provide EFSEC with one of the following security devices that is reasonably acceptable to EFSEC:

Performance Bond. The Certificate Holder or any Transferee, as the case may be, shall provide financial security for the performance of its decommissioning obligations through a Performance Bond issued by a surety registered with the Washington State Insurance Commissioner and which is, at the time of delivery of the bond, on the authorized insurance provider list published by the Insurance Commissioner. The Performance Bond shall be in an amount equal to the decommissioning costs. The Performance Bond shall be for a term of one (1) year, shall be continuously renewed, extended, or replaced so that it remains in effect for the remaining term of this Agreement or until the secured decommissioning obligations are satisfied, whichever occurs sooner. In order to ensure continuous renewal of the Performance Bond with no lapse, each Performance Bond shall be required to be extended or replaced at least one month in advance of its expiration date. Failure to secure such renewal or extension shall constitute a default of the Applicant under this Agreement and under the Bond provisions; or

Letter of Credit. The Certificate Holder or any Transferee, as the case may be, shall provide financial security for the performance of its decommissioning obligations through a letter of credit issued by a bank whose long-term debt is rated "A" or better by a Rating Service. The letter of credit shall be in an amount equal to the decommissioning costs. The letter of credit shall be for a term of 1 year and shall be continuously renewed, extended, or replaced so that it remains in effect for the remaining term of this Development Agreement or until the secured decommissioning obligations are satisfied, whichever occurs sooner. The State of Washington, by and through EFSEC or its successor or designees, shall be authorized under the letter of credit to make one or more sight drawings thereon upon certification to the issuing bank of the Applicant's or Transferee's (as the case may be) failure to perform its decommissioning obligations when due; or

Guaranty. Applicant or any Transferee, as the case may be, shall provide financial security for the performance of its decommissioning obligations by delivering a payment guaranty guaranteeing its decommissioning obligations hereunder from an entity (i) having, at the time of delivery of such guaranty, a senior unsecured long term debt rating ("Credit Rating") of (1) if such entity has a Credit Rating from Standard and Poor's but not from Moody's, BBB- or better from Standard and Poor's or (2) if such entity has a Credit Rating from Moody's but not from Standard and Poor's, Baa3 or better from Moody's or (3) if such entity has a Credit Rating from both Standard and Poor's and Moody's, BBB- or better from Standard and Poor's and Baa3 or better from Moody's; or (ii) having audited financial statements, prepared by a nationally-recognized firm of independent auditors and indicating a financial net worth of at least $75,000,000.

3. If Project ownership is transferred after the effective date of this Agreement pursuant to applicable EFSEC laws and regulations, EFSEC has the right to require, consider and approve other financial instruments and/or assurances that would provide for the Certificate Holder's performance of its decommissioning obligations pursuant to Article VIII.C and VIII.D of this Site Certification Agreement.

ARTICLE IX: SITE CERTIFICATION AGREEMENT - SIGNATURES

Dated and effective this _____ day of _____, 20___.

FOR THE STATE OF WASHINGTON

_____
Christine Gregoire, Governor

FOR WHISTLING RIDGE ENERGY LLC

_____
Jason Spadaro, President
Whistling Ridge Energy LLC

DRAFT

ATTACHMENT I

Whistling Ridge Energy Project

Legal Descriptions & Ownership Interests

The land description below is from the Whistling Ridge Application with notes reflecting the Council's decision to eliminate tower construction on the ridge areas proposed to contain the Tower Strings A1 – A7 & C1 - C8, as prescribed in the Recommendation Order and the Site Certification Agreement.

1. **Introduction:**

   The proposed Whistling Ridge Energy Project would be located on private land approximately seven miles northwest of the City of White Salmon in Skamania County, Washington. The project would be located on commercial forestland owned by S.D.S. Co., LLC and Broughton Lumber Company in an unincorporated area of Skamania County, outside of the Columbia River Gorge National Scenic Area.

   An alternative site is proposed for a maintenance and operations facility, located outside of and to the west of the project site along West Pit Road. This land is owned by the Broughton Lumber Company.

   Whistling Ridge Energy LLC, a special purpose corporation operating in the State of Washington, is developing and would own the project.

   The total project area encompasses approximately 1,152 acres in Sections 5, 6, 7, 8, and 18 of Township 3 North, Range 10 East, and in Section 13 of Township 3 North, Range 9 East.

   The alternative operations and maintenance yard along West Pit Road would encompass approximately 5 acres in Section 1 of Township 3 North, Range 9 East.

2. **Legal Description of Property:**

   Real property situated in the County of Skamania, State of Washington, hereby described as follows:

   Township 3 North, Range 10 East of the Willamette Meridian:

   Section 5: The West Half of the Southwest Quarter (No Tower construction in Section 5)

   Section 6: All <u>except</u> for the West Half of the Southwest Quarter (No Tower construction in the North Half of the Southeast Quarter and the Northeast Quarter.)

   Section 7: The South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, the West Half of the Southeast Quarter, the East Half of the Northwest Quarter and the Northeast quarter excluding lands within the Columbia River Gorge National Scenic Area.

DRAFT

Section 8: The West Half of the Northwest Quarter excluding lands within the Columbia River Gorge National Scenic Area.

Section 18: The Northwest Quarter, and the Northwest Quarter of the Southwest quarter excluding lands within the Columbia River Gorge National Scenic Area. (No Tower Construction in the South half of the Northwest Quarter & the Northwest Quarter of the Southwest Quarter)

Township 3 North, Range 9 East of the Willamette Meridian:

Section 13: The East Half of the Southeast Quarter excluding lands within the Columbia River Gorge National Scenic Area. (No Tower Construction in Section 13)

3. **Legal Description of Alternative Maintenance & Operation Facility:**

Township 3 North, Range 9 East of the Willamette Meridian:

Section 1: Portions of the Southeast Quarter of the Southeast Quarter, and the Southwest Quarter.

DRAFT

Attachment 2
Tower Configuration Review

Based on a project site review and visits to all of the viewing areas referenced in the Application, as well as extensive Council discussions regarding the various tower simulations provided in the Application, the Council concluded that both the A1 thru A7 Tower String and the C1 thru C8 Tower String would result in unacceptable impacts to a number of viewscapes reviewed in the process. Therefore, the Council, based on its review including the analysis found in Table I below, recommended that proposed Tower String A1 – A7 and Tower String C1 – C8 be eliminated from the project as a condition of its approval. The proposed SCA accordingly authorizes the Applicant to site turbines in the areas designated in the Application for strings A-8 – A-13, B-1 – B-21, D-1 – D-3, E-1 – E-2 and F-1 – F-3.

TABLE 1 - Viewing Site Analysis

VIEW SITE	OPTION 0 (All Turbines) Resulting Visibility	OPTION 1 Turbines Reduced: A1-7 Resulting Visibility	OPTION 2 Turbines Reduced: C1-8 Resulting Visibility	SELECTED OPTION 3 Turbines Reduced: A1-7, C1-8 Resulting Visibility
1	B11-21, C1-8, D1-3, E1-2	No Change, No A-String Visible	Approximately ½ Reduction in Turbine Visibility	Approximately ½ Reduction in Turbine Visibility
2	B5-21, C1-8, D1-3, E1-2	No Change, No A-String Visible	Approximately 1/3 Reduction in Turbine Visibility	Approximately 1/3 Reduction in Turbine Visibility
3	B1-16, C1-8, D1-3, E1-2, F1-3	No Change, No A-String Visible	Approximately 1/3 Reduction in Turbine Visibility	Approximately 1/3 Reduction in Turbine Visibility
4	A1-8	Approximately Zero Turbine Visibility	No Change	Approximately Zero Turbine Visibility
5	A10-13, B1-16, F1-3	No Change	No Change	No Change
7	A1-13, B1-13, F1-3	Approximately One Third Reduction in Turbine Visibility	No Change No C-String Visible	Approximately 1/3 Reduction in Turbine Visibility
8	A1-4, C1-8	Zero A-String Turbine Visibility	Zero C-String Turbine Visibility	Zero Turbine Visibility
10	A1-7, C1-8	Zero A-String Turbine Visibility	Zero C-String Turbine Visibility	Zero Turbine Visibility
11	B9-21, C1-8, D1-3, E1-2	No Change, No A-String Visible	Approximately 1/3 Reduction in Turbine Visibility	Approximately 1/3 Reduction in Turbine Visibility
12	B13-21, C1-8, D1-3, E1-2	No Change, No A-String Visible	Approximately ¾ Reduction in Turbine Visibility	Approximately ¾ Reduction in Turbine Visibility
13	A1-5, B13-21	Approximately One Half Reduction in Turbine Visibility	No Change No C-String Visible	Approximately ½ Reduction in Turbine Visibility
14	A1-13, B1-9	Approximately One Half Reduction in Turbine Visibility	No Change No C-String Visible	Approximately ½ Reduction in Turbine Visibility
15	A1-10	Approximately ¾ Reduction in Turbine Visibility	No Change No C-String Visible	Approximately ¾ Reduction in Turbine Visibility
16	A1-8	Approximately Zero Turbine Visibility	No Change No C-String Visible	Approximately Zero Turbine Visibility
17	A3-6	Zero Turbine Visibility	No Change No C-String Visible	Zero Turbine Visibility
18	A5-7	Zero Turbine Visibility	No Change No C-String Visible	Zero Turbine Visibility
19	B16-21, C1-8, D1-3	No Change No A-String Visible	Approximately ¾ Reduction in Turbine Visibility	Approximately ¾ Reduction in Turbine Visibility
20	A1-13, F1-3	Approximately ½ Reduction in Turbine Visibility	No Change No C-String Visible	Approximately ½ Reduction in Turbine Visibility
21	A1-4	Zero Turbine Visibility	No Change No C-String Visible	Zero Turbine Visibility
22	A1-8	Zero Turbine Visibility	No Change No C-String Visible	Zero Turbine Visibility
23	A1-8	Zero Turbine Visibility	No Change No C-String Visible	Zero Turbine Visibility
	Full 50 Turbines (100%)	**43 Turbines (86% Remaining)**	**42 Turbines (84% Remaining)**	**35 Turbines (70% Remaining)**

DRAFT