

Appendix A:

Development Agreement Between
Kittitas County, Washington and Wind Ridge Power Partners, LLC
(Does not include its appendices)

DEVELOPMENT AGREEMENT
Between
KITTITAS COUNTY, WASHINGTON
and
WIND RIDGE POWER PARTNERS, LLC

**DEVELOPMENT AGREEMENT
WILD HORSE WIND POWER PROJECT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and effective this 4th day of March, 2005 by and between Kittitas County, a Washington municipal corporation ("County") and Wind Ridge Power Partners, LLC, a Delaware limited liability company authorized to do business in the state of Washington ("Applicant"). This Agreement is made pursuant to Revised Code of Washington ("RCW") 36.70B.170, Kittitas County Code ("KCC") Chapter 15A.11, and KCC Chapter 17.61A, and relates to the Wild Horse Wind Power Project.

RECITALS

A. RCW Chapter 36.70B (the "Development Agreement Statute"), and Chapter 15A.11 Kittitas County Code ("Code") authorize the County to enter into an agreement regarding development of real property located within the County's jurisdiction with any person having an ownership interest in or control of such real property. Chapter 17.16A requires execution of a development agreement as part of the approval process for wind farm projects.

B. The Applicant desires and intends to develop a wind farm in eastern Kittitas County known as the Wild Horse Wind Power Project (the "Project") located along the ridge tops of Whiskey Dick Mountain, approximately 2 miles north of the Vantage Highway and 11 miles east of the City of Kittitas. A full Project description is contained in Exhibit A.

deemed complete by the County on June 26, 2004. On March 9, 2004, the Applicant filed an application for site certification with Washington State Energy Facility Site Evaluation Council ("EFSEC"). As the State Environmental Policy Act ("SEPA") Lead Agency, EFSEC issued a Draft Environmental Impact Statement ("DEIS") for the Project in August 2004. Applicant agrees to abide by the Proposed SEPA Mitigation Measures contained in Exhibit D as a minimum as well as the Development Standards set forth in this Agreement to mitigate impacts to the environment including but not limited to: Earth Resources, Air Quality, Water Resources, Vegetation, Wildlife, Fisheries, Energy and Natural Resources, Noise, Land Use, Visual Resources, Population, Housing, Economics, Public Services, Utilities, Recreation, Cultural Resources, Traffic and Transportation, and Health and Safety.

H. This Agreement specifies the commitments made by the County and the Applicant for the purpose of ensuring that the Project is consistent with the Kittitas County Comprehensive Plan and Zoning Code, and to ensure that all final permit approvals will be in the best interests of the citizens of Kittitas County, and will reflect the land use planning considerations of Kittitas County.

I. This Agreement establishes that the proposed Project with the Development Standards and proposed SEPA mitigation measures contained herein is consistent with the County's Comprehensive Plan, zoning and development regulations, and is compatible with surrounding land uses.

J. This Agreement was the subject of a 30-day comment period and a hearing before the Kittitas County Planning Commission as required by KCC Title 15A.

K. This Agreement does not represent a final action on the proposal. Construction and operation will be authorized only upon approval of an EFSEC site certificate for the Project signed by the Governor of Washington.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the

and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

- 2.1. Agreement. "Agreement" means this *Development Agreement between Kittitas County, Washington and Wind Ridge Power Partners, LLC*, approved by the Board of County Commissioners.
- 2.2. Applicant. "Applicant" means Wind Ridge Power Partners, LLC or any of its Transferee(s) as provided in Section 10.1 below.
- 2.3. BOCC. "BOCC" means the Board of County Commissioners of Kittitas County, Washington.
- 2.4. County. "County" means Kittitas County, Washington.
- 2.5. Construction Buildout Period. "Construction Buildout Period" has the meaning set forth in Section 5.16 of this Agreement.
- 2.6. Development Standards. "Development Standards" means the requirements stated in Section 5.
- 2.7. Director. "Director" means the Director of the County Department of Community Development Services.
- 2.8. Draft EIS. "Draft EIS" means the Draft Environmental Impact Statement issued by EFSEC in August, 2004 for the Project.
- 2.9. Effective Date. "Effective Date" has the meaning set forth in Section 1.1 of this Agreement.

consistent with the Development Standards contained herein and the proposed SEPA mitigation measures contained in Exhibit D.

2.17. SEPA. "SEPA" means State Environmental Policy Act.

2.18. Substantial Completion. "Substantial Completion" means the Project is generating and delivering energy to the electric power grid.

2.19. Technical Advisory Committee ("TAC"). "TAC" means a committee composed of representatives from Washington Department of Fish and Wildlife, EFSEC, Kittitas County, local interest groups, project landowners and Applicant, which Applicant shall convene to evaluate the mitigation and monitoring program and determine the need for further studies or mitigation measures for the Project.

2.20. Transferee. A party to which the Project is transferred or assigned in part or in whole under the provisions contained in Section 10.1 of this Agreement.

2.21. Turbine. "Turbine" means the entire structure that produces electricity. Each Turbine consists of a tower structure anchored to a foundation, a three bladed rotor, and a nacelle (the housing for the generator and other machinery), all of which are described in further detail in Exhibit A.

3. Project Description

The Wild Horse Wind Power Project ("Project") generally consists of up to 158 Turbines, each with a nameplate capacity up to 3 Megawatts (MW), for a total project nameplate capacity of up to 312 MW, and other associated and necessary Project Facilities as described in Exhibit A, modified as necessary to comply with and to be consistent with the Development Standards contained herein and the proposed SEPA DEIS mitigation measures in Exhibit D.

5.5. FAA Review. Exhibit H contains letters confirming that the FAA Determination of Non Hazard certificates released for the Project in August, 2004 confirm that the Project does not interfere with any of the current IFR flight approaches for the Bowers Field Airport which were approved on June 10, 2004. Exhibit H also contains a sample determination of non hazard certificate for one of the proposed Project turbine locations. Due to the bulk of the additional certificates, Applicant shall provide Determination of Non Hazard certificates issued by the Federal Aviation Administration (FAA) and related information to the Director, which demonstrates that the Project will not impact approved flight approaches, flight communications, or operations at the Bowers Field Airport in Ellensburg prior to construction.

5.6. Emergency Plans. Emergency plans shall be prepared and submitted to the County prior to construction as set forth in Exhibit D under "Health and Safety" in Section 3.15.4.

5.7. Project Access Roads. The main Project access road entrance from Vantage Highway shall be aligned so as to be located on the north side of Vantage Highway directly across from the County's Landfill Site existing driveway and shall be constructed to commercial access standards as contained in the WSDOT Design Manual. Project site roads shall be designed in accordance with Table 12-1 of the Kittitas County Road Standards for Private Roads with Low Density Traffic. In areas where Project roads exceed a 12% grade, the roads shall be designed to ensure that fire vehicles can gain access to the site as necessary to provide emergency services. If variances from the above referenced standards are required, they shall be reviewed for approval by the Public Works Director and the Fire Marshall prior to construction, which approval shall not be unreasonably withheld. In the event of denial of a variance request, Applicant may seek review and approval by the Road Variance Committee pursuant to Chapter 12.01.130 of the County Road Standards.

5.8. Road Degradation Monitoring and Mitigation. County and City of Kittitas highway and shoulder pavement shall be video monitored before and after construction of the Project. If construction of the Project results in the degradation of the existing

through the site, as long it does not interfere with or introduce adverse impacts on Project operations or personnel. At a minimum, Project site access during operation shall be allowed as follows:

- Property owners who wish to access their property from Project Access Road will be allowed to do so as necessary under a formal access license and a key to a gated entrance
- Officials of the Washington State Departments of Natural Resources and Fish Wildlife are currently allowed to access the site and will continue to be allowed access by key.
- The Applicant will allow others to access the Project site on a case-by-case basis.

Active recreation activities such as camping, off-road vehicle usage will not be allowed on the Project site in order to avoid and minimize potential impacts to habitat and wildlife from such activities. Access to the site for hunting activities will be allowed in accordance with the Hunting Plan below.

5.15. Hunting Plan for Project Area. In order to minimize impacts on recreation and potential impacts on neighboring property owners from big game damage resulting from the proposed project, the Applicant will prepare a hunting plan for the Project area in consultation with WDFW and the Technical Advisory Committee (TAC). At a minimum, said plan will include the following:

- In order to minimize potential conflicts and risks to both workers and hunters, no hunting will be allowed on the property during construction
- After construction is complete, controlled hunting will be allowed. Possible measures to control hunting may include, without limitation: access control, limiting hunting to those individuals who have completed the WDFW Advanced Hunter Education program, and/or hunting by permit.
- The Applicant will take measures to inform the hunting public of the changes in hunting practices on the site. Said measures may include a combination of advertisement in hunting periodicals and WDFW publications, signage, and outreach through sporting organizations.

5.16 Construction Buildout Period. Applicant shall be allowed to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all permits necessary to construct the Project are obtained, but in

earlier of either: (a) the date of termination of this Agreement, in accordance with Section 1.2 above; or (b) at the written request of the County, the Applicant demonstrates that the energy generated by the Project for the past 12 month period is less than 10% of the Historical Energy Production defined below and no exemptions apply. The Applicant will be exempted from the decommissioning requirement if 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 Applicant, or (ii) a Force Majeure Event, including, but not limited to, an extended low wind period. For these purposes, the Historical Energy Production shall be 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.

The twelve (12) month period to perform the decommissioning may be extended if there is a delay caused by sources beyond the control of the Applicant including, but not limited to inclement weather conditions, equipment failure, wildlife considerations or the availability of cranes or equipment to support decommissioning. The County shall be granted reasonable access to the Project site during decommissioning of the Project for purposes of inspecting any decommissioning work or to perform decommissioning evaluations. County personnel on the Project site shall observe all worker safety requirements enforced and observed by the Applicant and its contractors. If requested by the County, Applicant will provide monthly status reports until this decommissioning work is completed. Decommissioning the Project shall involve removal of the Turbines; removal of foundations to a depth of 3 feet below grade; re-grading 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 reseedling 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.

6.3 Decommissioning Funding and Surety. Except as provided in Section 6.4 below, Applicant or any Transferee, as the case may be, shall post funds sufficient for

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 Funds. The letter of credit shall be for a term of 1 year, 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.

6.4. Financial Security and Utility Project Ownership. Applicant or any Transferee, as the case may be, shall obtain and provide proof of financial security for the performance of its Decommissioning obligations arising hereunder unless if, at the time the duty to provide Decommissioning security arises under Section 6.3 above, the owner of the Project is an entity, such as Puget Sound Energy, which is an investor-owned electric utility regulated by the FERC and the Washington Utilities and Transportation Commission (WUTC), in which case the obligation to fully decommission the Project when due shall be a general obligation of the investor-owned electric utility owner.

7. Consistency with Local Regulations.

The County hereby acknowledges that if the Project is developed consistent with this Agreement and any Amendments thereto, the public health, safety, and welfare will be adequately protected within the bounds of the law; the Project will be considered essential and desirable to the public convenience; the Project will not be detrimental or injurious to the public health, peace, or safety, or to the character of the surrounding neighborhood; the Project will not be unreasonably detrimental to the economic welfare of the County; and the Project will not create excessive public cost for public facilities and services.

The Turbines are located on adjacent and contiguous tax parcels which are zoned as Forest and Range, and Commercial Agriculture. All Turbines are located more than

9. Termination.

Applicant shall have the option, in its sole discretion, to terminate this Agreement prior to commencing any construction including any site grading and excavation work for installation of the Project or its support facilities. If it elects to terminate this Agreement, Applicant shall submit a Notice to this effect to the County and must concurrently terminate any EFSEC site certification related to the project in order for termination of this development agreement to become effective.

10. General Provisions.

10.1 Assignment. The County and Applicant acknowledge that development of the Project likely will involve the sale and/or assignment of all or substantially all of the assets or all or substantially all of the membership interests to third parties. In addition the County and Applicant acknowledge that Applicant and its permitted Transferees may obtain financing for all or a portion of the costs of the Project. Applicant shall have the right to assign or transfer all or any portion of its interest in the Project at any time, including rights, obligations and responsibilities arising hereunder, including financial assurance for decommissioning as set forth in Section 6 above, to third parties acquiring all or substantially all the assets of the Project or all or substantially all the membership interests in Applicant (each such third party, a "Transferee"), provided such assignments or transfers are made in accordance with the following:

10.1.1 Assignments or Transfers Requiring the Consent of the County.

Applicant may at any time enter into a written agreement with a Transferee other than those described in Sections 10.1.2 and 10.1.3 to transfer all or substantially all the assets of the Project or all or substantially all the membership interests in Applicant, including rights, obligations and responsibilities arising hereunder (such agreement, a

Notwithstanding anything herein to the contrary, Applicant or any Transferee shall be permitted to collaterally assign its interest in the Project to a lender providing financing for the Project without the consent of the County, provided that Applicant or any Transferee delivers written notice to the County at least thirty (30) days prior to the date of such collateral assignment and identifies such lender, and maintains financial assurances for decommissioning as set forth in Section 6 above.

10.1.3 Assignments or Transfers without the Consent of the County.

Applicant may transfer or assign all or any portion of its interest in the Project at any time, including rights, obligations and responsibilities arising hereunder, to third parties acquiring all or substantially all the assets of the Project or all or substantially all the membership interests in Applicant without the consent of the County provided that:

(i) Transferee is (a) an investor-owned electric utility, such as Puget Sound Energy, regulated by the Federal Regulatory Energy Commission ("FERC") and the Washington Utilities and Transportation Commission ("WUTC") or a wholly owned subsidiary of such an investor-owned electric utility, or; (b) an entity having, at the time of transfer or assignment, 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; and

(ii) Transferee agrees to be bound by the rights, obligations and responsibilities of Applicant hereunder, including financial assurance for

10.7 Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

10.8 Time of Essence. Time is of the essence in the performance of each and every obligation to be performed by the Parties hereto.

10.9 Staffing Agreement for County Project Costs. The Applicant will pay for County costs, including 3rd party consultant costs, if necessary, incurred to support plan review and inspection of the Project during construction, in accordance with K.C.C. 14.04 et. al., under a County Staffing Agreement. Such Staffing agreement shall be substantially similar in form to the existing Staffing Agreement in place for the Project, dated August 3, 2004, including the hourly costs for County staff and consultant resources. The Staffing Agreement shall be approved by the County prior to construction, and such approval shall not be unreasonably withheld.

11. Notices.

11.1 Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission.

12.1.1. In the event of any dispute relating to this Agreement, each Party, upon the request of the other Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Applicant shall send an Applicant's representative and any Applicant's consultant with technical information or expertise related to the dispute. The parties shall, in good faith, endeavor to resolve their disputes through the Conference.

12.1.2. Mediation. "If this Conference process does not resolve the dispute within the 7 day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within 45 days of the parties submitting the dispute to mediation.

In order to expedite the mediation, during the Conference process the Parties shall select the mediator. The mediator must be a neutral professional full time mediator with time available to meet with the parties within the 45 day mediation period following the 7 day Conference period.

To prepare for mediation, during the 7 day Conference period, the County will select three qualified mediators, as specified above, who are available in the following 45 days. At the end of the 7 day Conference period, if the matter has not been resolved, the Project Owner shall, within the 24 hours of being given the three names select one of the three. The parties will in good faith attempt to resolve the dispute in the 45 day mediation period."

If the dispute is not able to be resolved through the mediation process in the 45 day period, the parties may pursue their legal remedies in accordance with Washington law.

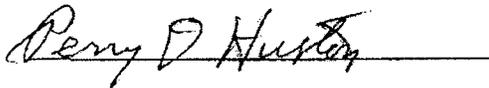
13. Indemnity.

14. Entire Agreement.

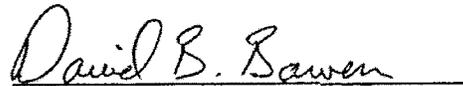
This Agreement, together with all exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the Parties to supersede all prior agreements, whether written or oral.

APPROVED this 4th day of March, 2005.

BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington

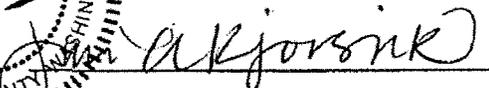


Chairman, Perry Huston

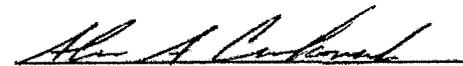


Vice Chairman, David B. Bowen



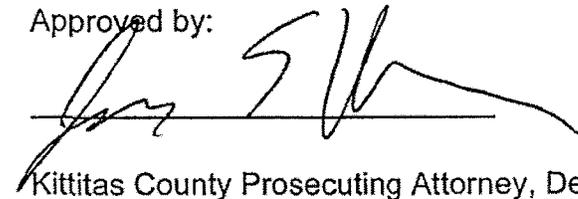


Clerk of the Board, Julie Kjorsvik



Commissioner, Alan A. Crankovich

Approved by:



Kittitas County Prosecuting Attorney, Deputy

James Hurson

Appendix B:

Settlement Agreement Between
Washington State Department of Fish and Wildlife and Applicant

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BEFORE THE STATE OF WASHINGTON
ENERGY FACILITY SITE EVALUATION COUNCIL

In the Matter of Application No. 2004-01:
WIND RIDGE POWER PARTNERS, LLC;
WILD HORSE WIND POWER PROJECT

SETTLEMENT AGREEMENT
BETWEEN WASHINGTON STATE
DEPARTMENT OF FISH AND
WILDLIFE AND APPLICANT

I. INTRODUCTION

A. Parties

Wind Ridge Power Partners LLC ("Applicant") is seeking a Site Certification Agreement (SCA) from the Energy Facility Site Evaluation Council (EFSEC) to construct and operate the proposed Wild Horse Wind Power Project ("Project").

Washington Department of Fish and Wildlife (WDFW) has a mandate to preserve, protect, manage, and perpetuate the state's fish and wildlife resources including habitat

B. Purpose And Intent

WDFW has reviewed the impact of the project and provided input regarding wildlife issues related to the Project. This stipulation resolves all issues WDFW may have regarding the project and any potential future participation in the contested case process WDFW notes that the Applicant (separate from this agreement) has already voluntarily committed to enter into a conservation easement regarding the project site, not as mitigation but as a voluntary act of good citizenship and stewardship of the land. This conservation easement shall be consistent with the uses of the land required by a wind power generation facility, and allow the land to be used for

1 wind energy development and associated activities and facilities, pursuant to the commitments
2 and conditions set forth in this stipulation, the EFSEC Application for Site Certification and the
3 EFSEC Site Certification. The conservation easement will allow grazing on the land, subject to
4 the terms and conditions contained in Exhibit A as set forth on page 3. The conservation
5 easement shall also allow public access and recreational uses as set out in the EFSEC Site
6 Certification Agreement and this Stipulation.

7 **C. Resolution Of Issues**

8
9 The Applicant has undertaken site impact assessments to identify the wildlife and wildlife
10 habitat impacts expected from construction and operation of the Project facility. The anticipated
11 impacts and proposed mitigation measures are consistent with the Wind Project Habitat
12 Mitigation Guidance Document (WDFW 2003a). WDFW has reviewed and commented on
13 these assessments and the Parties have agreed that the following commitments for mitigation
14 measures will resolve all WDFW's issues raised by its Regional Wildlife Biologist, Leray
15 Stream in testimony that it provided in this proceeding.

16 **II. APPLICANT'S COMMITMENTS**

17 Applicant agrees that the mitigation measures identified in this Settlement Agreement
18 shall be implemented if construction of the proposed electrical generation project proceeds
19 pursuant to an SCA. The parties agree that the Applicant will comply with any SCA
20 requirements that set stricter standards regarding protection of fish, wildlife or their habitat, than
21 those contained in this agreement. In addition the Applicant commits to conditions set out in
22 Exhibit A, attached hereto and incorporated by reference herein as if fully set out.

23 **III. Withdrawal of Objections**

24 Based upon Applicant's commitments herein, and upon compliance with mitigation
25 measures proposed in the DEIS, WDFW agrees that Applicant's compliance with the terms of

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this Agreement will mitigate impacts to fish and wildlife resources, including habitat, to a level of non-significance. Therefore, based on this Agreement, WDFW stipulates that this Project is consistent with the Wind Project Habitat Mitigation Guidance Document (WDFW 2003a) and addresses and fully satisfies all WDFW's concerns raised in the testimony provided by WDFW through its Regional Wildlife Biologist in this proceeding. WDFW stipulates it is has no issues related to the project subject to this adjudicative hearing unless there is a substantial change in the proposed project.

DATED: February 18th, 2005.

By  _____
Attorney for Applicant

WASHINGTON ATTORNEY GENERAL

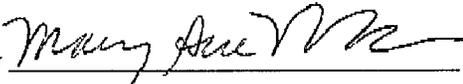
By  _____
Assistant Attorney General
Attorney for Washington Department of
Fish and Wildlife

Exhibit A

Appendix C:

Cascade Land Conservancy Letter

Federal Aviation Administration
Determination of No Hazard to Air Navigation (WTG E2)

Applicant Response Letter to
Kittitas County Department of Public Works



State of Washington
Department of Fish and Wildlife
1701 South 24th Avenue, Yakima, WA 98926
Phone: (509) 575-2740. Fax (509) 575-2474

February 8, 2005

Allen J. Fiksdal, Manager
Energy Facility Site Evaluation Council
P.O. Box 43172
Olympia, Washington 98504-3172

Subject: Wild Horse Wind Power Project – Supplemental information on the Draft Environmental Impact Statement (DEIS)

Mr. Fiksdal:

This letter is intended to provide supplemental information related to the DEIS for the Wild Horse Wind Power Project. Since our initial comments on the DEIS were submitted to you on September 10, 2004, Brent Renfrow and I have had several discussions regarding the DEIS with staff from Zilkha Renewal Energy (Zilkha).

These supplemental comments are submitted pursuant to our contract with EFSEC to provide technical expertise on the Wild Horse project. The views expressed in this letter shall not be deemed to represent the official position of WDFW. For purposes of this letter, "WDFW" means WDFW staff who are not acting in their capacity as contractors to EFSEC to provide technical expertise on the Wild Horse Wind Power Project.

Our understanding of the current Zilkha proposal is presented under the same outline as our original comments on the DEIS, wherever specific responses are available. The original headings and excerpts from our DEIS comment letter are provided first, followed by responses from Zilkha. Other, more general statements from Zilkha, related to fish and wildlife impacts are provided on Pages 6-8.

Shrub Steppe Plant Communities and Associated Wildlife – Impacts and Mitigation

- **Construction timing:** *Comment: Section 3.4.4 should include construction timing as a mitigation measure to avoid and minimize impacts to soils and vegetation. To the greatest extent possible, construction activities outside of the hardened footprint of the project (i.e. "temporary disturbance areas") should be done during the late spring, summer and fall when soil moisture is very low.*

Zilkha has agreed to avoid, to the greatest extent possible, construction activities outside permanently disturbed areas except for during the months of May through October when soil moisture is low. Trenching of underground electric collection cables may be performed outside this time window, as the soil cover in those areas will be disturbed regardless of the season and will need to be restored and reseeded.

- **Post-Construction Restoration of Temporary Disturbed Areas - Standards for site restoration:** *Comment: The DEIS should identify a reference standard (or a process to establish one) for evaluation of site restoration success.*

Zilkha will develop a restoration plan and conduct habitat reseeded programs when optimal germination and establishment conditions are present, as determined in consultation with the Technical Advisory Committee (TAC) and WDFW, and not necessarily immediately following the disruption. Zilkha will cover temporarily disturbed areas in accordance with erosion control measures set forth in the EIS at such time as site conditions are deemed favorable.

Zilkha agrees to work with WDFW and the TAC to evaluate the success of restoration efforts using an agreed-upon reference site in order to gain insights which might inform future restoration efforts at other projects. Zilkha shall ensure effective erosion and weed control and commits to a good-faith effort to restore habitat, but does not agree to additional mitigation measures beyond what has been proposed should restored habitat differ in quality from the reference standard.

- **Proposed Acquisition of Habitat Mitigation Site and Clarification of proposed mitigation ratios:** *Comment: The proposed habitat mitigation site is suitable, strategically located and should achieve the mitigation goals for which it is to be acquired. This site would address direct footprint impacts from roads, towers and construction.*

Zilkha has proposed to mitigate for all permanent and temporary impacts to habitat caused by the Project in accordance with the ratios outlined in the WDFW Wind Power Guidelines. The area designated for mitigation is estimated at approximately 600 acres and is located in Section 27, T18N, R21E in Kittitas County, WA. Since Zilkha has an option to purchase the property if the Project goes forward, Zilkha can provide legal protection and protection from degradation for the life of the Project. Improved management of habitat throughout the mitigation parcel offers an opportunity for long-term protection of habitat for many shrub steppe species.

Zilkha has agreed to fence this parcel to exclude livestock grazing, if grazing practices continue on adjacent properties at the time the project goes into operation.

Use of Section 27 as a mitigation parcel would result in protection of an approximately 1-mile segment of Whiskey Dick Creek near its headwaters. Protection of waterways and their adjacent riparian habitat provide additional benefits beyond replacement of in-kind habitat at agreed upon ratios. Protection of this segment of Whiskey Dick Creek provides benefits for water quality, wildlife, and species diversity. In addition, Section 27 is adjacent to state-owned lands. Washington Department of Natural Resources (WDNR) administers Section 34 to the south and WDFW administers Section 26 to the east. Use of Section 27 for mitigation will provide continuity of habitat with these adjacent state-owned sections. Finally, a variety of habitat types that occur in the general project area are found in Section 27, so a diversity of habitat types would be preserved. These include shrub-steppe (moderate and dense), herbaceous, herbaceous/rock outcrop, and woody riparian.

- **Domestic Stock Grazing:** *Comment: If grazing is to be continued on project lands, we recommend specific management of this activity, to minimize or eliminate associated impacts. Such management would include fencing of sensitive areas, rest rotations, limited numbers and timing of stock, and other techniques. Domestic sheep pose a significant risk to the re-established bighorn sheep herd in the area, and we recommend that they not be allowed on the project area if grazing is to occur.*

Zilkha has committed to developing and implementing a post-construction Rangeland Management and Grazing Plan, in coordination with the TAC, for the entire project area, which is intended to improve residual grass cover and potential nesting, brood-rearing and habitat for sage grouse, other shrub-steppe nesting species, and big game on the project. The Plan shall include provisions for the restoration of shrub steppe lands, native seeding prescriptions and management of livestock grazing on shrub steppe rangelands. The implementation of a Rangeland Management Plan will improve the quality of overall habitat throughout the project area.

Livestock grazing near the springs within the project area will be eliminated. If fences are needed to protect these springs, they will be constructed using fence designs conducive to passage by wildlife, as outlined below.

Big Game: *Comment: The WHWPP area is correctly identified in the DEIS as winter habitat for deer and elk. We would like to continue working with the project proponent for the use of hunting and other means on the site to achieve big game management objectives.*

Zilkha will prepare a hunting plan for the project area in consultation with WDFW and the TAC. At a minimum, said plan will include the following:

To promote the safety of big game animals, Zilkha agrees that any permanent fencing located within the Project site boundary will not exceed 42 inches in height to prevent the top wire from being broken when big game animals jump over the fence. The top

wire will be at least 10 inches above the next wire. The bottom wire will be at least 16 inches above the ground to allow fawns and small animals to crawl under the fence.

Posted and enforced driving speed limits of 25 miles per hour within the Project area will minimize potential collisions with wildlife during both construction and operation. Vehicle trips on the Project roads will be minimal during operations. During Project operations, it is expected that turbines will require scheduled maintenance to be performed for approximately 2 to 3 days on each unit approximately every 6 months. There will be a team of 2 technicians, traveling from turbine to turbine in a service vehicle, to perform the scheduled maintenance and repairs. The main site access road will be driven daily (Monday through Friday). Other turbine string roads with few turbines may not be driven for over a week.

Wildlife - Direct Impacts and Mitigation

Meteorological Towers – Guyed Towers verses Free Standing *Comment: The projects five meteorological towers should be free-standing towers, which are demonstrably less likely to result in bird mortality than guyed towers.*

Zilkha has agreed to use free standing towers on permanent met towers.

Sage Grouse – New Information Available and Expanded Discussion Needed in DEIS: *Comment: New information relevant to sage grouse occurrence within the project and potential impacts of wind power facilities on sage grouse has become available since the Application for Site Certification was submitted and the scoping of the EIS. The discussion in the DEIS should be expanded to include this information. We noted that sage grouse have been observed in recent years in and around the WHWPP project site, including sightings of hens with broods (Lee Stream, WDFW data). Although no active leks were located during surveys for this project, the presence of broods indicates reproductive populations occur in the area.*

Zilkha has agreed that during the Sage Grouse lekking season, no routine maintenance of the substation area or facilities within ¼ mile of an active lek will be conducted between the hours of sunset and 9:00 am, and recreational use will be restricted to the extent feasible.

Zilkha further agreed that strategic planning for the location of rock sources and the operation of the concrete batch plant will consider the historic presence of grouse at the project site. The temporary nature of these impacts will reduce the likelihood of long term conflicts with any breeding, nesting and rearing of broods by grouse species that may occur on the site.

Zilkha notes it has made significant efforts to avoid areas considered to be sensitive habitat for sage grouse or otherwise sensitive for wildlife. Several turbines were initially proposed in the northwest portion of the project area along the existing north-south road. The collisions risks associated with these turbines are likely similar to most of the turbines within the project area. However, they are located in areas that have had historic sage grouse use. This entire string was dropped, increasing the lands within the project area that are absent of wind turbines and creating additional potential movement corridors for grouse and other wildlife. Avoidance of placing wind turbines in this prominent saddle may also reduce the overall potential risk of raptor mortality for the Project.

- **Micro-siting of Turbines to Reduce Turbine Mortality:** *Comment: Mitigation for direct mortality from turbines should include close attention to micro-site locations of towers. Towers should not be placed in locations of raptor concentrations, such as along steep ridgelines or at the top of cliff faces.*

The latest turbine layout avoids prominent saddles and potential crossing routes along the ridge associated with Whiskey Dick Mountain. Turbines were not sited within the saddles along Whiskey Mountain to avoid potential areas birds use to cross the ridge.

Turbines are not located adjacent to the springs, which were identified during habitat mapping. Turbine locations are at least 150 m from the nearest identified springs (Wild Horse, Skookumchuck Heights, Dorse, Reynolds, Thorn, Government, Pine, Seabrock, unnamed) and in most cases, are more than 300 m from the springs. These water sources may be important for bird and big game species, but have historically been impacted and degraded by livestock use. Mitigation for the proposed project includes the exclusion of livestock from the springs, which should greatly increase the habitat quality of these areas. Fencing will be designed so big game and other wildlife will still be able to access water sources.

Turbines are located on the ridges away from the riparian areas of the drainages that likely contain a higher diversity of bird species. Turbines are located at least 140 m from the Pines located in the central portion of the project area. Higher mortality of songbirds and other species associated with these riparian corridors and near these trees might be expected if turbines were sited closer to these features.

Recreation – Impacts and Mitigation

- **Public Access to Public and Private Lands:** *Comment: The DEIS discussion on impacts of the project on recreation is conflicting. Hunting specifically would be the subject of a management plan developed by WDFW and the Applicant. But elsewhere the document notes that the project area would be closed to the public during construction and section 3.12.2.2 (Parks and Other Recreational Facilities) notes that access to the project site will be controlled.*

In order to minimize potential conflicts and risks to both workers and hunters, no hunting will be allowed on the property during construction (estimated to last less than one year.)

After construction is complete, controlled hunting will be allowed. Possible measures to control hunting may include access control, limiting hunting to those individuals who have completed the Advanced Hunter Education program, and/or hunting by access permit.

Zilkha will take measures to inform the hunting public of the change in hunting practices on the site. Measures may include a combination of advertisement in WDFW hunting regulations and publications, signage, and outreach through sporting organizations.

In addition to the specific responses above, the following information was provided by Zilkha to address various monitoring, compliance, construction and operational practices related to environmental issues.

Post-Construction Monitoring:

1. Zilkha commits to the formation of a TAC to coordinate appropriate mitigation measures, monitor impacts on wildlife and habitat, and address issues that arise regarding wildlife impacts during construction and operation of the wind power project. A post-construction monitoring plan will be developed in coordination with the TAC and approved by EFSEC. The TAC will evaluate the mitigation and monitoring program and determine the need for further studies and mitigation measures in accordance with the WDFW Wind Power Guidelines.
2. Zilkha has proposed two years of monitoring studies to evaluate impacts to avian species, with incidental monitoring during the life of the project. This study will include at a minimum, standardized casualty searches on a 28-day interval throughout the year combined with searcher efficiency trials and carcass removal trials to estimate the direct impacts to avian species from the project. The post-construction monitoring plan for the project will follow a detailed written protocol which will document the monitoring measures being conducted. The TAC shall reconvene if unanticipated circumstances arise during incidental monitoring.
3. Zilkha agrees that a wildlife casualty reporting and handling system be implemented by wind project personnel (O&M staff) for the life of the project following a detailed written protocol developed for the project and similar to other wind projects in the region.
4. TAC members shall be approved by EFSEC. Members proposed by Zilkha include representatives from WDFW, USFWS, Kittitas County government, project landowners, the applicant and the community. The community representative will not be anyone party to a turbine lease agreement, or any other contractual obligation with Zilkha, and shall be a person mutually agreeable to the other participants on the TAC.

Environmental Compliance during Construction:

1. An Environmental Compliance program by Zilkha will ensure that construction activities meet the conditions, limits and specifications set in environmental standards established in this agreement, the Site Certification Agreement, and all other environmental regulations.
2. Copies of all applicable construction permits will be kept on-site. The lead Project construction personnel and construction Project Managers will be required to read, follow and be responsible for all required compliance activities. A Project Environmental Monitor will be responsible for ensuring that all construction permit requirements are adhered to, and that any deficiencies are promptly corrected.
3. The Environmental Monitor will ultimately report to the Project Manager and will provide weekly reports on environmental problems reported or discovered as well as corrective actions taken to resolve these problems. The Environmental Compliance Program will cover avoidance of sensitive areas during construction, waste handling and storage, stormwater management, spill prevention and control and other components required by state and county regulation. Upon identification of an environmental noncompliance issue, the Environmental Monitor will work with the responsible subcontractor or direct hire workers to correct the violation; if not corrected in a reasonable period of time a "stop work" order can be issued for that portion of the work not in compliance with the Project environmental requirements.
4. Unique Plant Species - The only unique plant species that may be impacted by the project is the hedgehog cactus, a Washington State Review List species. Access to the site will be controlled during both construction and operations, which should provide greater protection than is currently afforded to this species. As collection of this species for gardens has been cited as a reason for its decline, if such collection becomes a problem at the Project site, Zilkha will post a sign at the visitors' kiosk indicating that collection of any plants in the Project area is prohibited.
5. Wetlands, Streams and Riparian Areas - There are a few Class 3 wetlands in the form of seeps and springs within the Project area, however, all Project facilities will be located a considerable distance from them to prevent any impacts to these wetlands. Roads, underground cables, turbine foundations, transmission poles and other associated infrastructure will not be located within any riparian areas or streams and will not involve the use of any heavy equipment in stream beds or riparian areas. BMPs will be implemented to retain sediment from disturbed areas and minimize areas of disturbance.
6. Construction - Zilkha proposes the use of construction techniques and Best Management Practices (BMPs) to minimize potential impacts to habitat and wildlife. These include the following:
 - Use of BMPs to minimize construction-related surface water runoff and soil erosion
 - Use of certified "weed free" straw bales during construction to avoid introduction of noxious or invasive weeds;
 - Flagging of any sensitive habitat areas (e.g. springs, raptor nests, wetlands, etc.) near

proposed areas of construction activity and designation of such areas as "off limits" to all construction personnel;

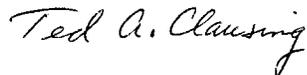
- Proper storage and management of all wastes generated during construction;
- Require construction personnel to avoid driving over or otherwise disturbing areas outside the designated construction areas.

7. Operations - During Project operations, appropriate operational BMPs will be implemented to minimize impacts to plants and animals. These include the following:

- Implementation of a fire control plan, in coordination with local fire districts, to avoid accidental wildfires and respond effectively to any fire that might occur;
- Zilkha has entered into an agreement with Kittitas County Rural Fire District #2 to provide fire protection services during the construction and operation of the Project;
- Operational BMPs to minimize storm water runoff and soil erosion;
- Implementation of an effective noxious weed control program, in coordination with the Kittitas County Noxious Weed Control Board, to control the spread and prevent the introduction of noxious weeds;
- Identification and removal of all carcasses of livestock, big game, etc. from within the Project that may attract foraging raptors;

Thank you for the opportunity to provide additional comments related to the DEIS. If you have questions or need additional information, please contact me (509-457-9314) or Brent Renfrow (509-925-1013).

Sincerely,



Ted A. Clausing
Regional Habitat Program Manager

cc: Chris Taylor, Zilkha
Lauri Vigue, WDFW
Brent Renfrow, WDFW
Sonia Wolfman, AAG



March 11, 2005

Energy Facility Site Evaluation Council
925 Plum Street, SE
Building 4
P.O. Box 43172
Olympia, WA 98504-3172

VIA Electronic Mail To: efsec@ep.cted.wa.gov

RE: Wild Horse Wind Power Project

Dear Council Members:

Thank you for this opportunity to provide comments on the proposed Wild Horse Wind Power Project. We are writing to express the Cascade Land Conservancy's (CLC) great appreciation and strong support for Zilkha Renewable Energy and Puget Sound Energy's decision and commitment to place the project area in a conservation easement and to support long term stewardship of the project area and surrounding lands.

As a non-profit land conservation organization, CLC's mission is to protect our region's wild and open lands to sustain the natural beauty and health of the environment, now and for generations to come. CLC is active in Kittitas, King, Pierce and Snohomish counties and has helped conserve over 130,000 acres in the region. Unique among land conservation groups, CLC has a Stewardship Program to implement the land management responsibilities we have assumed over protected lands.

In Kittitas County, we recognize that the Wild Horse Wind Power Project is situated in and is surrounded by some of the last remaining intact shrub steppe habitat in the State of Washington and is a unique ecosystem with numerous conservation values including: vital habitat for sage grouse, the Colockum Elk Herd, mule deer and numerous other species; public recreation; wildlife viewing; and other land uses enjoyed by the community such as hunting and grazing.

While CLC, as a non-advocacy organization, cannot comment directly on the wind project, CLC can and does wholly support conservation efforts and the long term stewardship benefits to the project area and surrounding landscape that may result from the permitting of the Wild Horse Wind Power Project, and by the project being owned and managed by Puget Sound Energy.

EFSEC Wild Horse Letter
March 11, 2005
Page 2

We appreciate the opportunity to support the conservation and long term land management and stewardship benefits associated with the proposed Wild Horse Wind Power Project.

Sincerely,

Anne Watanabe
Kittitas County Conservation Director
Cascade Land Conservancy
222 E. 4th Avenue, P.O. Box 463
Ellensburg, WA 98926
(509) 962-1654

Cc: Chris Taylor, Zilkha Renewable Energy
Roger Garratt, Puget Sound Energy
Brian Lenz, Puget Sound Energy
Jeff Tayer, Washington Dept. of Fish and Wildlife
Bob Betcone, Trust for Public Land



Federal Aviation Administration
Northwest Mountain Regional Office
1601 Lind Avenue SW-ANM-520
Renton, WA 98055-4056

Aeronautical Study No.
2004-ANM-906-OE
Prior Study No.
2003-ANM-1991-OE

Issued Date: 8/20/2004

CHRIS TAYLOR
WIND RIDGE POWER PARTNERS LLC
210 SW MORRISON STREET STE 310
PORTLAND, OR 97204

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type: WIND TURBINE E2
Location: KITTITAS, WA
Latitude: 47-0-14.02 NAD 83
Longitude: 120-12-23.96
Heights: 410 feet above ground level (AGL)
3579 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 AC70/7460-1K, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

At least 10 days prior to start of construction
(7460-2, Part I)

Within 5 days after the construction reaches its greatest height
(7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept apprised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination expires on 2/20/2006 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (425)227-2538. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2004-ANM-906-OE.

Signature Control No: 388610-303728

(DNE)

James D Lambert
Specialist

7460-2 Attached



www.zilkha.com

Ellensburg Offices
222 Fourth Street
Ellensburg, WA 98926
Phone: 509-962-1122
Fax: 509-962-1123

Northwestern Regional Office
210 SW Morrison
Suite 310
Portland, OR 97204
Phone: 503-222-9400
Fax: 503-222-9404

Paul Bennett, Director
Kittitas County Department of Public Works
411 North Ruby Street, Suite 1
Ellensburg, WA 98926

October 05, 2004

RE: Comments for the Wild Horse Wind Power Project DEIS

Dear Mr. Bennett:

Wind Ridge Power Partners, LLC would like to take this opportunity to address some of the concerns you raised in your comments on the Wild Horse Wind Power Project Draft Environmental Impact Statement (DEIS) which you submitted to EFSEC on September 10, 2004. We hope we will be able to work together to resolve any concerns you may have regarding the impacts of the proposed Project.

1. Regarding your comments on Section 4.14.1.1 'Existing Road Network', we wish to clarify that no overweight or oversized trucks will be routed through the City of Kittitas. As outlined in the Application for Site Certification, Section 3.15.1.1 'Road Network', Transporter Route 1 will only be used for light duty traffic such as passenger vehicles, light-load delivery trucks, and single-unit construction materials and equipment trucks. All overweight and oversized trucks will be routed through the town of Vantage (Transporter Route 2) via Interstate and County highways. Transporter Route 2 is better suited for larger vehicles, therefore, oversize and over length delivery vehicles will use Transporter Route 2.

2. Regarding your comments on Section 3.14.1.2 'Traffic Volumes', we wish to clarify that the Project site entrance lies west of the existing access gate, across Vantage Hwy from the entrance to the Kittitas County Ryegrass Landfill, so the Project site entrance will not be on the crest of the vertical curve, thus resolving any sight distance issues. The graveled shoulder in this area is already widened for several hundred feet and will allow construction traffic to veer off of Vantage Hwy to allow other traffic to pass safely. It would seem intuitive that if the County's own access way to the Ryegrass Landfill has safe sight distances, that an entryway at the same location on the other side of the road would also have the same site distances.

Wind Ridge Power Partners' consultant, CH2M Hill, has performed analyses for both existing and future traffic volumes along Vantage Highway. These analyses indicate that traffic volumes along Vantage Highway are very low. Based on a 1% growth rate over 30 years, traffic on Vantage Hwy (to the east and west of the site entrance) should not affect the level of service. The estimated levels of service in 2004 and 2034 are classified as level "C" in both locations. Therefore it is extremely unlikely that a full build out of an intersection would need to occur at the site entrance. However, in the extremely unlikely event that LOS were to drop to level E,

Wind Ridge Power Partners proposes to implement the following mitigation measures as appropriate: Possible construction of passing lanes near the Project site entrance.

3. Regarding your comments on Section 3.14.2 'Impacts of the Proposed Action', you raise concerns regarding Project impacts to aviation. The nearest turbine structure is approximately 12 nautical miles from the end of Runway 25 at the Bowers Field Airport in Ellensburg, WA. The distance of the Project from the Ellensburg Airport precludes any impact on VFR Traffic Pattern operations.

Wind Ridge Power Partners contracted Aviation Systems, Inc to conduct a study of the instrument approaches. There are two instrument approaches to Bowers Field that currently have initial approach altitudes of 5,000 feet above mean sea level (AMSL). They are the RNAV(GPS) RWY 25 and the VOR /DME -A Procedures. Aviation Systems independently evaluated this airspace and determined a structure height restriction for present procedures of 4000 feet AMSL. Therefore, as long as the turbine structures in the project remain below 4000 feet AMSL, they will not adversely affect Bowers Field Instrument Approaches. Please see the attached letter from Aviation Systems regarding these issues.

4. Regarding your comments on 'Land Ownership and Use', you request that Wind Ridge Power Partners identify all existing rights-of-way and public easements across the Project property. In short, there are no public rights-of-way or easements across the Project property. The Project will be built across privately-owned land which has no public access. The Washington Department of Natural Resources (WDNR) has a management access easement at the Project entrance for the sole purpose of accessing one of their parcels which is within the Project area. However, this easement does not grant access to the general public. For additional information on the status of the WDNR's management access easements, please contact Milt Johnson, WDNR's Eastern Washington Regional Manager, at (509) 925-8510.

Additionally, you request that we review public easements around Wilson Creek and Charlton roads. These roads are located approximately 10 miles to the west of the Project area and they will not be impacted by Project activities. Therefore, Wind Ridge Power Partners has not researched ownership or easements in these areas.

5. Regarding your comments on 'Schedule and General Sequence', as part of the EFSEC process, prior to the issuance of a FEIS, Wind Ridge Power Partners will be required to enter into a Development Agreement with Kittitas County. Wind Ridge Power Partners will propose to include the specific mitigation actions which are identified in the DEIS (summarized on pages 1-37 through 1-39 and Section 3.14.4) and will work with Kittitas County to create an agreement acceptable to both parties.

6. Regarding your comments on 'Operation', you raise concerns regarding possible impacts of increased tourism in the area. As noted under #4 above, there is no public access to the Project property and there are no public roads which go through the Project. Wind Ridge Power Partners proposes to construct a visitor's kiosk, with sufficient signage directing interested visitors to it, near the Project site entrance to provide the public with information. There will be adequate parking at this site.

If appropriate, tourist traffic to the Project site may be monitored by installing tube counters at the driveway to the visitor's kiosk near the Project entrance. The existing and future estimated average daily traffic volumes are very low on Vantage Hwy. Although monitoring for tourist-only traffic can be conducted, it is unlikely that existing or future road conditions would be adversely affected.

Although highly unlikely, should any monitored tourist traffic at the Project site cause an increase in traffic such that the total volume of vehicles in the peak hour exceed 400 vehicles (the traffic threshold at which LOS category for Vantage Highway would drop from level of service C to level of service D), Wind Ridge Power Partners proposes to implement the following mitigations measures as appropriate: Wider shoulders and turn pockets for vehicles to turn into visitor kiosk. In the even more unlikely case that an increase in monitored tourist traffic cause peak hour volumes to exceed 1250 vehicles during the peak hour (the traffic threshold at which LOS category for Vantage Highway would drop from level of service C to level of service E), Wind Ridge Power Partners proposes to implement the following mitigation measures as appropriate: Possible construction of passing lanes near the Project site entrance.

We hope the above information addresses your concerns regarding the possible impacts of the Wild Horse Wind Power Project. We look forward to working with the Department of Public Works on the successful implementation of this Project.

Sincerely,

Andrew Young
Northwest Development Director