ATTACHMENT 9

COUNCIL RESOLUTION NO. 319: AMENDMENT NO. 3 TO THE WILD HORSE WIND POWER PROJECT SITE CERTIFICATION AGREEMENT.

WASHINGTON STATE
ENERGY FACILITY SITE EVALUATION COUNCIL

RESOLUTION NO. 319

AMENDMENT NO. 3 TO THE WILD HORSE WIND POWER PROJECT SITE CERTIFICATION AGREEMENT

Nature of Action

Puget Sound Energy (PSE) is the Certificate Holder of the Site Certification Agreement ("SCA") governing the Wild Horse Wind Power Project (WHWPP or Project). By letter dated December 12, 2006, PSE requested that the Council amend the SCA for the WHWPP to allow the following change:

- Installation of a permit exempt well pursuant to RCW 90.44.050 (withdrawing less than 5,000 gallons per day) at the Operations/Visitors Center. Water from this well will be used for bathroom and kitchen uses at the Operations/Visitors Center, during operation of the Wild Horse Wind Power Project.

Background

On July 26, 2005, Governor Christine Gregoire executed on behalf of the State of Washington a Site Certification Agreement authorizing the construction and operation of the WHWPP. On August 30, 2005, the Energy Facility Site Evaluation Council (EFSEC or Council) approved the transfer of the WHWPP SCA to PSE. PSE began construction of the WHWPP in October 2005.

The original SCA provided for a single Operations and Maintenance (O&M) facility at the site for the present Operations/Visitors Center. The original O&M facility was to have its domestic water supply provided by onsite potable water tanks with water trucked to the site. The Maintenance Facility was subsequently moved to a location near the Vantage Highway pursuant to Amendment No. 1 to the SCA, which then designated the original O&M site for an Operations/Visitors Center, with domestic water still to be provided by onsite potable water tanks. Amendment No. 1 to the SCA also provided that the Maintenance Facility was to be provided water from an exempt well pursuant to RCW 90.44.050. This well has been installed at the site of the Maintenance Facility.

During the design review of the plans for the Operations/Visitors Center it was determined that Washington State Department of Health (DOH) regulations do not allow the use of trucked in water for a public water system. Although EFSEC was not bound to follow DOH regulations because of its preemptive authority pursuant to RCW 80.50.110, meetings with Puget Sound Energy, DOH, Kittitas County and EFSEC staff established the need to follow the substantive requirements of the DOH regulations.

As a result of those meetings it was agreed that the best option was to install a well at the Operations/Visitors Center and comply with the DOH requirements for a Transient

Noncommunity water system. It was also agreed that the well and water system at the Maintenance Facility was to be operated and maintained as a Non-Transient Noncommunity water system pursuant to the applicable DOH standards.

Procedural Status

EFSEC's amendment procedure is governed by chapter 80.50 RCW and chapter 463-66 WAC.

PSE and EFSEC have complied with procedural requirements of Chapter 463-66 WAC as follows:

- Pursuant to WAC 463-66-030, the request for amendment of the SCA was submitted in writing, on December 12, 2006.
- The Council considered the request at its February 13, 2007 Monthly Meeting.
- Notice of this matter was mailed to approximately 340 people. The notice advised that PSE had requested an amendment to the SCA, and that a hearing to consider the matter would be conducted on February 13, 2007. The notice also said that comments could be made either orally at that time or in writing prior to the conclusion of the public comment period ending at 12:00 noon on February 13, 2007.

Public Comment

Public Comments regarding this matter are summarized in Attachment 1 to this Resolution.

Discussion

WAC 463-66-040 outlines the relevant factors that the Council shall consider prior to a decision to amend a SCA:

> In reviewing any proposed amendment, the council shall consider whether the proposal is consistent with:
> 1. The intention of the original SCA;
> 2. Applicable laws and rules; and
> 3. The public health, safety, and welfare.

WAC 463-66-050 explains that the Council's consideration of public health, safety, and welfare includes environmental concerns, as follows:

> In reviewing whether a proposed amendment is consistent with the public health, safety, and welfare, the council shall consider the short-term and long-term environmental impacts of the proposal.

The Council has considered these factors and has concluded that the proposed amendment would be consistent with each. Each of the Council's conclusions is discussed below.

A. Consistency with the public health, safety, and welfare

Under WAC 463-66-040(3) and -050, the Council must consider whether the proposed amendment would be consistent with public health, safety, and welfare, including environmental aspects of the public welfare.

1. Consultation with DOH and Kittitas County Health Department.

In support of their November 2006 request, PSE has met with DOH, Kittitas County and EFSEC to determine procedures necessary to comply with applicable regulations. As a result, the following procedures will be followed:

- The well will be installed by a well contractor, licensed pursuant to Chapter 173-162 WAC, and in compliance with the requirements and standards of Chapter 173-160 WAC.

- The well will be installed consistent with Kittitas County Environmental Health Department and Washington Department of Ecology requirements for new domestic wells.

- The water system will be operated as a Group A Transient Noncommunity system as defined by DOH and will be designed and operated in accordance with the applicable provisions of WAC 246-290 and 246-292. This will include compliance with provisions for system design, water quality, operations, reporting and operator training.

Because of the minimal use, it is unlikely that the use of water from this well would have a direct effect on groundwater quantity, quality and flow direction in the immediate area below the proposed facility. The well will be installed in a permanently disturbed area. The change does not substantially alter the substance of the SCA or result in detrimental effects on the environment.

2. Consistency with public health, safety, and welfare, including environmental aspects of the public welfare.

This amendment will have no effect on the health and safety of the public. All activities associated with the installation of the well will be conducted in the Project Area. Public health, safety and welfare will therefore not be affected in any manner not previously analyzed during review of the Project application. Furthermore, the activities will not cause any significant adverse environmental impact.

PSE will continue to abide by all the terms and conditions of the WHWPP SCA. The substance of existing SCA conditions and environmental mitigation requirements is not altered in any manner by the requested amendment.

B. Consistency with applicable laws and rules

Under WAC 463-66-040(2), the Council must consider applicable laws and rules, including chapter 43.21C RCW and chapter 197-11 WAC (the State Environmental Policy Act and SEPA rules) and WAC 463-66-070 through -080.

1. Consistency with SEPA (chapter 43.21C RCW and chapter 197-11 WAC).

In general, SEPA requires an agency to perform a threshold determination to determine whether a proposed action will have a significant adverse effect on the environment. See WAC 197-11-310. The Council's SEPA responsible official, EFSEC Manager Allen Fiksdal, has reviewed the proposed changes to the SCA and has determined they do not have any probable significant adverse environmental impact. EFSEC issued a Determination of Non-Significance on January 16, 2007.

2. Consistency with WAC 463-66-070 and -080.

WAC 463-66-080 provides:

> An [SCA] amendment which substantially alters the substance of any provision of the SCA or which is determined to have a significant detrimental effect upon the environment shall be effective upon the signed approval of the governor.

On the other hand, WAC 463-66-070 provides:

> An amendment request which does not substantially alter the substance of any provisions of the SCA, or which is determined not to have a significant detrimental effect upon the environment, shall be effective upon approval by the council. Such approval may be in the form of a council resolution.

Based on its previous findings that (i) the proposed amendment has no environmental impact and no impact on public health, safety, and welfare; and (ii) does not alter the Certificate Holder's legal responsibilities under the SCA, the Council finds that this amendment may be approved by Council resolution pursuant to WAC 463-66-070.

C. Consistency with intention of the original SCA

Under WAC 463-66-040(1), the Council must consider whether the proposed amendment is consistent with the intention of the original SCA. In general, the intention of every SCA is to grant state authorization to a certificate holder to construct and operate an energy project that has been determined to be in the states interest. In return, the certificate holder commits to comply with the terms of the SCA.

The installation of this well will allow PSE to provide water to meet the needs of the Operations/Visitors Center during operation. The original intent of the Wild Horse SCA was for PSE to operate an Operations/Visitors Center for the benefit of the public. EFSEC approved the

construction of the Operations/Visitors Center but did not specifically approve a type of water system nor require a specifically classified water system. The Operations/Visitors Center is an important element of the Project. Installation of this well does not alter the intent of the SCA in any way. The Certificate Holder will implement the same mitigation measures identified in the SCA for construction and operation of these facilities.

The Council finds that the proposed changes to the SCA are consistent with this intent.

D. Conclusion

The Council concludes that the proposed amendment of the WHWPP SCA to allow installation of an exempt well is consistent with public health, safety, and welfare; the applicable law; and the intent of the original SCA. The Council hereby determines that it is appropriate to approve an amendment to the Wild Horse Wind Power Project SCA, necessary to reflect the proposed changes to the Project; *Provided*, PSE shall continue to implement mitigation measures identified in the SCA.

RESOLUTION

For the foregoing reasons, the Council amends the Wild Horse Wind Power Project SCA to reflect the following Project change, to allow PSE to proceed with:

> Installation of a permit exempt well pursuant to RCW 90.44.050 (withdrawing less than 5,000 gallons per day) at the Operations/Visitors Center. Water from this well will be used for bathroom and kitchen uses at the Operations/Visitors Center, during operation of the Wild Horse Wind Power Project.

DATED at Olympia, Washington and effective on February 13, 2007.

WASHINGTON ENERGY FACILITY SITE EVALUATION COUNCIL

By: _____ Attested: _____

James O. Luce, Chair Allen J. Fiksdal, EFSEC Manager

Attachments: Public Comments

SITE CERTIFICATION AGREEMENT
BETWEEN

THE STATE OF WASHINGTON

AND

PUGET SOUND ENERGY

For the

WILD HORSE WIND POWER PROJECT

KITTITAS COUNTY, WASHINGTON

AMENDMENT NO. 3

Executed July 26, 2005
Amendment No. 1: Resolution No. 314, October 13, 2005
Amendment No. 2: Resolution No. 315, February 2, 2006
Amendment No. 3: Resolution No. 319, February 13, 2007

ENERGY FACILITY SITE EVALUATION COUNCIL

OLYMPIA, WASHINGTON

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ENERGY FACILITY SITE EVALUATION COUNCIL

OLYMPIA, WASHINGTON

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SITE CERTIFICATION AGREEMENT

FOR THE WILD HORSE WIND POWER PROJECT

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1. Site and Mitigation Parcel Legal Descriptions and Deed Restrictions.

2. Transmission Feeder Line(s) Legal Descriptions.

3. Stipulation and Settlement Agreement between Applicant and Kittitas County.

4. Development Agreement between Kittitas County, and Wind Ridge Power Partners, LLC.

   Exhibit A: Project Description
   Exhibit B: Project Site Layout
   Exhibit C: Project Land Legal Description and Landownership Interests
   Exhibit D: Proposed SEPA Mitigation Measures
   Exhibit E: Project Vicinity Map with Residence Locations
   Exhibit F: Decommissioning Cost Estimate
   Exhibit G: Fire Protection Services Agreement
   Exhibit H: FAA Letters & Determination of Non Hazard Certificate.

5. Settlement Agreement between Washington State Department of Fish and Wildlife and Applicant.

6. Council Order No. 814, Findings of Fact, Conclusions of Law, and Order Recommending Approval of Site Certification on Condition, dated May 25, 2005.

7. Council Order No. 815: Order on Application for Transfer of Site Certification Agreement, and Approval of Other Assurances Pursuant to Article VIII.D.3 of the Site Certification Agreement; and Council Resolution No. 314: Modifications to the Wild Horse Wind Power Project Site Certification Agreement.

8. Council Resolution No. 315: Amendment No. 2 to the Wild Horse Wind Power Project Site Certification Agreement.

9. Council Resolution No. 319: Amendment No. 3 to the Wild Horse Wind Power Project Site Certification Agreement.

SITE CERTIFICATION AGREEMENT

FOR THE WILD HORSE WIND POWER PROJECT

between

THE STATE OF WASHINGTON

and

WIND RIDGE POWER PARTNERS, LLC.

This Site Certification Agreement (Agreement) is made pursuant to Chapter 80.50 of the Revised Code of Washington (RCW) by and between the State of Washington, acting by and through the Governor of the State, and Wind Ridge Power Partners, LLC, (Wind Ridge or the Certificate Holder), 210 SW Morrison, Suite 310, Portland, Oregon, 97204.

Wind Ridge 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 Kittitas County, Washington. The Council reviewed Application 2004-01, conducted public and adjudicative hearings, and by order, recommended approval of the application by the Governor. On July 26, 2005, the Governor approved the Site Certification Agreement authorizing Wind Ridge to construct and operate the Wild Horse Wind Power Project (Project). On October 13, 2005, the Council approved a resolution transferring the Site Certification Agreement from Wind Ridge Power Partners LLC to Puget Sound Energy. On February 2, 2006, the Council approved a resolution amending the Site Certification Agreement allowing the realignment of the on-site transmission line and the relocation of the maintenance facility. The Council will administer this Agreement for the State of Washington.

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).

The effective date of this Agreement shall be July 26, 2005.

ARTICLE I: SITE CERTIFICATION

A. Site Description

1. Project Site. The site on which the Wild Horse Wind Power Project (Project) is to be constructed and operated is located in unincorporated Kittitas County, and is described more particularly in Attachment 1 to this Agreement.

2. Mitigation Parcel. The legal description of the Mitigation Parcel to be used for mitigation of habitat, vegetation and wildlife impacts is set out in Attachment 1 of this Agreement. No later than sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall provide to EFSEC the final metes and bounds of the Mitigation Parcel and a copy of fully executed and recorded deed restrictions for the Mitigation Parcel, providing legal protection for the Mitigation Parcel for the life of the Project. Said deed restrictions will be included in Attachment 1 of this Agreement.

3. Electrical Transmission Feeder Line Route. The proposed route of the electrical transmission feeder line(s) connecting the Project to the Puget Sound Energy and/or Bonneville Power Administration transmission systems is described in particularity in Attachment 2. The Certificate Holder shall provide the Council with the final legal description of the transmission feeder line(s) constructed no later than six (6) months after transmission feeder line construction is completed. This final legal description will replace Attachment 2 of this Agreement.

B. Site Certification

The State of Washington hereby authorizes Puget Sound Energy, and any and all parent companies (PSE or Certificate Holder) to construct and operate the Project, as described in Article I.C. of this Agreement, subject to the terms and conditions set forth in Council Order No. 814 Findings of Fact, Conclusions of Law, and Order Recommending Site Certification on Condition, and this Site Certification Agreement.

Such construction and operation shall be located within the areas designated herein and in the Application for Site Certification submitted by Wind Ridge Power Partners LLC on March 9, 2004, and as described in Attachments 1, 2 and 4 to this Agreement. In addition, this Agreement incorporates the settlements and stipulated agreements made between Wind Ridge Power Partners LLC and parties to the adjudicative hearings, set forth in Attachments 3, 4 and 5 to this Agreement. Construction of any Project facilities or structures on lands leased from the Washington State Department of Natural Resources (DNR) or the Washington Department of Fish and Wildlife (WDFW) shall only be permitted when lease agreements are secured from the respective state agencies.

This Site Certification Agreement authorizes the Certificate Holder to construct the Project such that Substantial Completion is achieved no later than 5 years from the date that all state and federal permits necessary to construct the Project are obtained, but in no event later than six (6) years from March 4, 2005, the effective date of the Development Agreement with Kittitas County, Attachment 4 to this Agreement, provided, however, 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 twelve (12) months of beginning Construction.

Nothing in this Agreement will be construed to restrict the ability of the Certificate Holder to Begin Commercial Operation of some wind turbine generator strings prior to completing construction of all wind turbine generator strings and other Project components.

C. Project Description

The Wild Horse Wind Power Project will consist of: wind turbine generators (WTGs) and their construction corridors; 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; one or two transmission feeder lines; operations and visitors center; maintenance facility; informational kiosk; temporary construction-related facilities; other related Project facilities as described in the Application; and an approximately 600 acre Mitigation Parcel. The Project will have a gross nominal generation capacity not to exceed 312 megawatts (MW).

1. Wind Turbine Generators and Corridors. The Project shall consist of a maximum of 158 3-bladed wind turbines on tubular steel towers, not to exceed a maximum height (hub height plus blade tip height) of 410 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. The Certificate Holder shall select a Project configuration within the range of the turbine scenarios that follow:

Turbine Size Scenario:	**Small Turbines**	**Large Turbines**
Generator Nameplate Rating	1.0 MW	3.0 MW
Maximum Number of Turbines	158	104
Maximum Height (Hub height plus blade tip height)	197 feet	410 feet
Total Nameplate Capacity Not to Exceed	158 MW	312 MW

The general location of components of the Project including, but not limited to, the turbine corridors, roadways, electrical collection and distribution system, operations and visitors center; maintenance facility, electrical substations, electrical transmission feeder line(s) and other related Project facilities is described in the Application for Site Certification ("Application"), in Attachment 4, Exhibit A 'Project Description, and Exhibit B 'Project Site Layout', and in Attachment 8, Council Resolution No. 315, modified as necessary to be consistent with the development standards and mitigation measures set out in the Application, the Environmental Impact Statement (EIS), the requirements of this Agreement, and the requirements of the County Development Agreement. The WTGs shall be located only in the turbine corridors identified in the Application, provided that no turbines shall be located in positions A1, A2, A3, B1, B2, B3, D1, D2, and D3 as presented in the Application.

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

3. Access Roadways. The Project will include up to 32 miles (approximately) of roadways 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(s) 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 Puget Sound Energy (PSE) and/or the Bonneville Power Administration (BPA) high voltage transmission lines thorough a Project step-up substation(s). The step-up substation(s) would connect to the respective PSE and/or BPA interconnect substations via Project feeder lines as illustrated in the Project Site Layout contained in Exhibit B of Attachment 4.

   c) Feeder Lines. The Project will employ one or both of two feeder lines to allow interconnection with the BPA and/or PSE transmission systems. The BPA feeder line (230 or 287 kilovolts (kV)) runs west from the Project Site for approximately 5 miles where it intersects with the existing BPA Schultz to Vantage 500 kV line corridor. The PSE feeder line (230 kV) runs approximately 8 miles south and west from the Project Site to the PSE interconnection substation with PSE's Inter-Mountain Power line.

d) PSE Interconnection Substation. The PSE interconnection substation would be located east of where PSE's Intermountain Power Line crosses state highway I-90.

5. Operations and Visitors Center, Maintenance Facility and Informational Kiosk.

a) The operations and visitors center will include a main building with offices, restrooms, visitor reception area, outdoor parking facilities, turn-around area, laydown area, outdoor lighting and gated access. The operations and visitors center building will have a foundation footprint of approximately 50 feet by 100 feet and the operations and visitors center will have a footprint of approximately 2 acres.

b) The operations and visitors center will include a water well for bathroom and kitchen uses, exempt pursuant to RCW 90.44.050 (withdrawing less than 5000 gallons per day). . Sanitary wastewater from the operations and visitor's center will be discharged to an on-site septic system.

c) The maintenance facility will include a building with offices, spare parts storage, shop area, restrooms, outdoor parking facilities, turn-around area, laydown area, outdoor lighting and gated access. The maintenance facility building will have a foundation footprint of approximately 12,000 square feet and a footprint of approximately 5 acres.

d) The maintenance facility will include a water well exempt pursuant to RCW 90.44.050 (withdrawing less than 5000 gallons per day) for water supply. Sanitary wastewater from the maintenance facility will be discharged to an on-site septic system.

e) An informational kiosk will be constructed near the Project Site entrance from Vantage highway.

6. Temporary Construction Facilities. Up to three temporary rock quarries, a portable rock crusher and a concrete batch plant will be established and operated during the construction phase of the Project.

7. Mitigation Parcel. An approximately 600 acre Mitigation Parcel has been designated for mitigation of all permanent and temporary impacts to habitat caused by construction and operation of the Project. The area designated for mitigation is located in Section 27, T8N, R21E in Kittitas County, and is described in particularity in Attachment 1 to this Agreement.

8. Turbine Setbacks from Residences. A minimum safety zone setback of 541 feet shall be maintained between Project wind turbines and any residences as required by the Development Agreement (Attachment 4).

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: Wild Horse Wind Power Project*, designated No. 2004-01, dated March 8, 2004, and incorporated by reference herein.

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 which 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 Puget Sound Energy, or its successor.

7. "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 visitors center and the maintenance facility buildings, or the substations and erection of any permanent, above-ground structures including any transmission line poles, substation poles, meteorological towers, turbine towers.

8. "County" means Kittitas County, Washington.

9. "Development Agreement" means the Development Agreement between Kittitas County, Washington, and Wind Ridge Power Partners, LLC, executed on March 4, 2005 and included as Attachment 4 to this Agreement.

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

11. "Ecology" means the Washington Department of Ecology.

12. "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.

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

14. "EIS" or "Final EIS" means the EFSEC Wild Horse Wind Power Project Final Environmental Impact Statement (May 2005) issued pursuant to the requirements of the State Environmental Policy Act. The Final EIS incorporates the Draft EIS.

15. "Electrical Transmission Feeder Line" or "Feeder Lines" means the transmission line(s) that would interconnect the Project to the PSE or BPA transmission systems, constructed from the Project Site to the point of delivery.

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

17. "FAA" means the Federal Aviation Administration.

18. "Force Majeure Event" has the meaning accorded to this term in Section 2.13 of the Development Agreement (Attachment 4).

19. "IBC" means the International Building Code.

20. "NPDES permit" means National Pollutant Discharge Elimination System permit.

21. "PSE" means Puget Sound Energy.

22. "RCW" means the Revised Code of Washington.

23. "Site", "Project Site" or "Project Area" means the property identified in Attachments 1 and 2, located in Kittitas County, on which the Project is to be constructed and operated, including the Mitigation

Parcel, electrical transmission feeder line routes and interconnect substation.

24. "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.

25. "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.

26. "State" or "state" means the state of Washington.

27. "Substantial Completion" has the meaning accorded to this term in Attachment 4, Section 2.18.

28. "UBC" means the Uniform Building Code of 1997.

29. "WAC" means the Washington Administrative Code.

30. "WDFW" means the Washington Department of Fish and Wildlife.

31. "Wild Horse Wind Power Project" or "Project" means: wind turbine generators (WTGs) and their construction corridors; 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 visitors center; a maintenance facility; informational kiosk; temporary construction-related facilities; other related Project facilities as described in the Application, and an approximately 600 acre Mitigation Parcel. The specific components of the Project are identified in Article I.C.

32. "Wind Ridge" means Wind Ridge Power Partners, LLC.

33. "WTG" means wind turbine generator.

34. "WSDOT" means the Washington State Department of Transportation.

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 Application (the Application is hereby incorporated by reference), 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. This Agreement incorporates the stipulation between Wind Ridge and Kittitas County (set forth in Attachment 3 to this Agreement), the Kittitas County Development Agreement (set forth in Attachment 4 to this Agreement), the settlement agreement between Wind Ridge and the Washington Department of Fish and Wildlife (set forth in Attachment 5 to this Agreement), as well as the other attachments listed on page 6 of this Agreement.

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 Chapter 34.05 RCW and Chapter 80.50 RCW, for failure by the Certificate Holder to comply with the terms and conditions of this Agreement, for violations of Chapter 80.50 RCW 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 required to, conduct a hearing pursuant to Chapter 34.05 RCW.

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 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 210 SW Morrison, Suite 310, Portland, Oregon 97204, with a copy to 1001 McKinney St., Suite 1740, Houston, TX 77002.

The Certificate Holder shall serve notices on Kittitas County in accordance with the provisions of Section 11 of the Development Agreement, Attachment 4 to this Agreement.

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, electrical transmission lines and their respective rights of way, the Mitigation Parcel, 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, 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 review of the submittals by EFSEC and/or its designees 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 Chapter 80.50 RCW. The amount and manner of payment shall be prescribed by EFSEC pursuant to applicable rules and procedures.

The Certificate Holder shall to EFSEC's satisfaction deposit or otherwise guarantee payment of all EFSEC Costs as defined in Article II.13, for the period commensurate with the activities of this Agreement. EFSEC shall provide the Certificate Holder an annual estimate of such costs. The 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, Chapter 463-42 WAC, in effect at the time of submittal of the Application.

The Certificate Holder shall submit a Project Decommissioning and Site Restoration Plan (i.e. initial site restoration plan) in accordance with the requirements set out in Article IV.E of this Agreement. The Certificate Holder may not begin Site Preparation or Construction until the Council has approved the Project Decommissioning and Site Restoration Plan, including the posting of all necessary 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. The Certificate Holder shall provide a copy of the restoration plan to the County as set forth in Attachment 4.

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

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. A change in ownership of the Project shall be pursuant to EFSEC rules and procedures. The Certificate Holder shall also comply with the requirements of Section 10.1 of Attachment 4 to this Agreement.

3. Amendment, modification or termination of the Kittitas County Development Agreement (Attachment 4 to this Agreement) by the Certificate Holder, pursuant to Section 9 of Attachment 4, or by mutual agreement of Kittitas County and the Certificate Holder pursuant to Section 1.2 of Attachment 4, or by modification pursuant to the requirements of Section 1.3 of Attachment 4, shall constitute an amendment to this Agreement. The Certificate Holder shall notify EFSEC of any such action pending before the County, and shall initiate a request for amendment of this Agreement pursuant to EFSEC rules and procedures.

4. 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 – Site and Mitigation Parcel Legal Descriptions, and Attachment 2 – Transmission Line Legal Descriptions, provided said change does not materially alter the size, location or purpose of the mitigation parcel.

5. Activities undertaken by the Certificate Holder pursuant to Sections 8.1 and 8.2 of Attachment 4 to this Agreement shall not constitute an amendment to this Agreement. However, the Certificate Holder shall notify EFSEC of the replacement of a WTG with a "Comparable Turbine" as defined in Section 8.2.ii of Attachment 4, no later than thirty (30) days prior to the replacement occurring.

6. 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 Application and Final EIS, or where such impacts are imminent, EFSEC shall take all steps it deems reasonably necessary and impose 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; provided, however, EFSEC may impose conditions on a longer-term basis pursuant to WAC 463-36-090.

L. Order of Precedence

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

1. Applicable federal and State of Washington statutes and regulations;

2. The body of this Site Certification Agreement;

3. Attachment 6, Council Order No. 814 Findings of Fact, Conclusions of Law, and Order Recommending Approval of Site Certification on Condition;

4. Any other provision, term or material incorporated herein by reference or otherwise attached to, or incorporated in, this Site Certification Agreement.

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) businesses 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 presented in the Application, as modified or amended in the Final EIS and Exhibit D of Attachment 4 to this Agreement, and as further amended by additional conditions appearing in this Agreement. The plans and submittals listed in the remainder of this Article, and in 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 develop and submit for EFSEC approval a Construction Stormwater Pollution Prevention Plan (Construction SWPPP). The Construction SWPPP shall meet the requirements of the Ecology stormwater pollution prevention program (chapter 173-230 WAC), 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 October 4, 2000, or as revised. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Construction SWPPP.

   The Construction SWPPP shall include measures for temporary erosion and sedimentation control. 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.

3. Construction Spill Prevention, Control and Countermeasures Plan. The Certificate Holder shall submit to the Council for review and approval a Construction Spill Prevention, Control, and Countermeasure Plan (Construction SPCCP), consistent with the requirements of Chapter 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. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Construction SPCCP. The Construction SPCCP shall be implemented prior to the beginning of Site Preparation.

D. Temporary Construction Facilities

The Certificate Holder proposes to operate up to three gravel quarries, one rock crusher, and one concrete batch plant during construction of the Project (Temporary Construction Facilities). The Certificate Holder shall comply with the following conditions regarding these facilities:

1. Temporary Air Quality Permit. No later than thirty (30) days prior to the beginning of operation of the Temporary Construction Facilities the Certificate Holder shall submit to EFSEC an Application for a Temporary Air Quality permit for operation of the rock crusher and concrete batch plant, in the form of the requirements set out in WAC 173-400-035, Portable and temporary sources. The Certificate Holder shall not begin operation of the rock crusher and/or concrete batch plant prior to EFSEC approval of the Temporary Air Quality Permit.

2. 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 NPDES Permit for Stormwater Discharges for Sand and Gravel operations. Stormwater pollution prevention measures associated with the Sand and Gravel operations shall be incorporated into the Construction SWPPP required by Article IV.C.2.

3. Gravel quarries. Gravel quarries on the Project Site shall be only for on-site use during construction. The Certificate Holder shall comply with Washington state DNR requirements for gravel pit reclamation, and the restoration standards of Article IV.F.9.

4. Concrete batch plants and rock crusher. The concrete batch plant and rock crusher on the Project Site shall be strictly for on-site use and shall be removed from the site when construction of the Project is complete.

E. Project Decommissioning and Site Restoration Plan

The Certificate Holder is responsible for Project decommissioning and site restoration pursuant to Council rules. The Certificate Holder shall develop a Project Decommissioning and Site Restoration Plan (Decommissioning Plan), pursuant to the requirements of WAC 463-42-655 in effect on the date of Application, in consultation and active participation with Kittitas County, and shall submit the Decommissioning Plan to the Council and Kittitas County 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 Decommissioning Plan from the Council.

The Decommissioning 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 hereof. The Decommissioning 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 Decommissioning 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 Decommissioning 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 Decommissioning Plan.

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 for the Project contained in Attachment 4, Exhibit D.

4. Provisions at least as stringent as those listed in Attachment 4, Section 6.

5. The Decommissioning Plan 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.

6. 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.

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

8. 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.

9. An initial plan for restoring the site, including the removal of structures and foundations and the regrading of the site, if appropriate.

10. Provisions for retaining systems and equipment owned and operated by Kittitas County, any other municipality, or any utility.

11. Provisions for removal, restoration or preservation of the electrical transmission line(s) and corridor(s), if applicable.

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

F. Habitat, Vegetation, and Fish and Wildlife Mitigation

1. Construction Timing. The Certificate Holder shall avoid, to the greatest extent possible, construction activities outside areas that will be permanently disturbed except 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.

2. Turbine Micro-siting.

    a) Turbines shall not be located in positions A1, A2, A3, B1, B2, B3, D1, D2, and D3.

    b) Turbines shall not be located adjacent to the springs identified during habitat mapping. Turbine locations shall be no less than 150 meters from the identified springs as measured from the turbine tower's center-point (Wild Horse, Skookumchuck Heights, Dorse, Reynolds, Thorn, Government, Pine, Seabrock and other springs identified in the habitat mapping and Final EIS). The "center point" is the point at the geometric center of the bottom of the wind turbine tower.

    c) Turbines shall be located away from the riparian areas of the drainages that likely contain a higher diversity of bird species.

d) Turbines shall be located approximately 140 meters from the area generally known as the Pines, located in the central portion of the Project Area, as depicted in the Project layout in Exhibit B, Attachment 4 to this Agreement.

3. Construction Best Management Practices. In addition to the mitigation measures identified in the Application, the Final EIS, and this Agreement, the Certificate Holder shall use construction techniques and Best Management Practices (BMPs) to minimize potential impacts to habitat and wildlife. These include the following:

a) Use of BMPs to minimize construction-related surface water runoff and soil erosion;

b) Use of certified "weed free" straw bales during construction to avoid introduction of noxious or invasive weeds;

c) 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;

d) Proper storage and management of all wastes generated during construction;

e) Requiring construction personnel to avoid driving over or otherwise disturbing areas outside the designated construction areas.

4. Technical Advisory Committee. The purpose of the Technical Advisory Committee (TAC) is to ensure that monitoring data is considered in a forum in which independent and informed parties can collaborate with the Certificate Holder, and make recommendations to EFSEC if the TAC deems additional studies or mitigation are warranted to address impacts that were either not foreseen in the Application or the Environmental Impact Statement, or exceed impacts that were projected. In order to make advisory recommendations to EFSEC, the TAC will review and consider: results of Project monitoring studies, including post-construction avian and bat mortality surveys, to evaluate impacts to habitat and wildlife, including avian and bat species; new scientific findings made at wind generation facilities with respect to the impacts on habitat and wildlife, as they may relate to the Wild Horse Wind Power Project; 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 will coordinate with the Certificate Holder to review drafts of the following plans: the Post-Construction Rangeland Management and Grazing Plan (Article VII.D.8); the Hunting Plan for the Project Area (Article VII.D.7); and the Post-Construction

Avian Monitoring Plan (Article VI.C). The TAC will also review the applicant's implementation of the Post-Construction Restoration Plan (Article IV.F.9).

The TAC may include, but need not be limited to, representatives from WDFW, U.S. Fish and Wildlife Service, EFSEC, Kittitas County, DNR, the Kittitas Field and Stream Club, the Audubon Society, the Kittitas County Farm Bureau and the Certificate Holder. EFSEC, at its discretion, may add additional representatives to the TAC from local interest groups, state, local, federal and tribal governments.

No individual representative to the TAC may be party to a turbine lease agreement, or any other contractual obligation with the Certificate Holder. All TAC members shall be approved by EFSEC.

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 appoint 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 to the TAC at their first meeting for their review and comment. The TAC may suggest modifications of the plan to be approved by EFSEC.

The TAC will be convened for the life of the Project, 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 and post operational monitoring has been completed and further monitoring is not necessary; or the TAC members recommend that it be terminated. The failure of the TAC to meet and/or members to participate at any meeting shall not be deemed a violation of this Agreement, any condition of approval, or any mitigation measure. If the TAC is terminated or dissolved, EFSEC may reconvene and reconstitute the TAC at its discretion.

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

5. Meteorological Towers. The Certificate Holder shall install and operate non-guyed permanent meteorological towers.

6. Mitigation for Potential Impacts to Sage Grouse. The Certificate Holder shall consider the historic presence of sage grouse at the Project site in the location of rock sources and the location/operation of the concrete batch plant.

7. Unique Plant Species. The Certificate Holder shall post a sign at the informational kiosk indicating that collection of any hedgehog cactus plants in the Project Area is prohibited.

8. Wetlands, Streams and Riparian Areas. No Project facilities shall be located within Class 3 wetlands (in the form of seeps and springs within the Project Area), or within wetland buffer zones specified by County regulations on the date of this Agreement to prevent any impacts to these wetlands. Roads, underground cables, turbine foundations, transmission poles and other associated infrastructure shall not be located within any wetlands, riparian areas or streams. Heavy equipment shall not be used in wetlands, stream beds or riparian areas or their buffer areas.

9. Standards for Post-Construction Restoration of Temporarily Disturbed Areas. The Certificate Holder shall develop a Post-Construction Restoration Plan for temporarily disturbed areas, and shall conduct habitat reseeding programs when optimal germination and establishment conditions are present, as determined in consultation with WDFW, and not necessarily immediately following the disruption. No later than sixty (60) days prior to the beginning of Construction the Post-Construction Restoration Plan shall be submitted to the council for review and approval. The Post-Construction Restoration Plan shall include a restoration schedule that shall identify timing windows during which restoration should take place, and an overall timeline for when all restoration activities shall be completed. The Certificate Holder shall not begin construction until EFSEC approval of the Post-Construction Restoration Plan.

The Certificate Holder shall cover temporarily disturbed areas in accordance with erosion control measures set forth in the Application and the Final EIS at such time as site conditions are deemed favorable.

The Post-Construction Restoration Plan shall include provisions for reclamation of temporary rock and gravel quarries.

The Certificate Holder shall work with WDFW and the TAC to monitor and 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. The Certificate Holder shall ensure effective erosion and weed control and shall provide a good-faith effort to restore habitat on the Project site. The Certificate Holder shall not be responsible for additional mitigation measures beyond what has been proposed in the Application and Final EIS, and required by this Agreement, should restored habitat on the Project site differ in quality from the standard established by the

"reference site;" however, WDFW and the TAC may suggest modifications to the initial plan as new information becomes available.

10. Habitat Mitigation Parcel: The Certificate Holder shall protect an approximately 600 acre Mitigation Parcel to mitigate for all permanent and temporary impacts to habitat caused by the Project. The Mitigation Parcel meets the requirements for ratios outlined in the WDFW Wind Power Guidelines (2003). The area designated for mitigation includes all of Section 27, T18N, R21E in Kittitas County, WA, with the exception of that area which is being developed for the Project (Turbine String L). The Certificate Holder shall ensure that no other development takes place on the parcel by protecting and retaining the Mitigation Parcel for the life of the Project. The Parcel shall be fenced to exclude livestock grazing, if grazing practices continue on adjacent properties at the time the Project begins Operation.

11. Livestock grazing on the Project Area shall not be allowed during Construction.

12. Hunting on the Project Area shall not be allowed during Construction.

13. The Certificate Holder shall post and enforce driving speed limits of 25 miles per hour within the Project Area to minimize potential collisions with wildlife during construction.

G. Construction Traffic Development Standards and Plan

1. Development Standards: The Certificate Holder shall incorporate the mitigation measures presented in Section 3.15.5 of the Application, additional mitigation measures noted in the Final EIS, additional mitigation measures noted in Exhibit D of Attachment 4, and the following development standards into the design and construction of the Project:

    a) Project Access Road. The main Project access road shall be aligned so as to be located on the north side of Vantage Highway directly across from the driveway of the County's Landfill Site. The intersection of the Project driveway and Vantage Highway 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 requirements are required, the Certificate Holder shall seek such administrative variances from Kittitas County as described in Section 5.7 of Attachment 4 to this Agreement. The Certificate Holder shall notify EFSEC of any such request for administrative variance from the

County's road standards. Request for a variance shall not constitute a modification of this Agreement pursuant to EFSEC rules and procedures.

b) 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 pavement and/or shoulders the Certificate Holder shall reinstate these facilities to equal or better condition than they were prior to construction.

The Certificate Holder shall videotape Transporter Route 1 roadways to document pavement conditions before and after construction and shall address changes to road conditions in discussions with the City of Kittitas and Kittitas County.

Pre-Construction video monitoring described above shall be performed no later than thirty (30) days before the beginning of Site Preparation. Video monitoring records shall be submitted to the City of Kittitas and Kittitas County prior to the beginning of Construction.

Post Construction video monitoring described above shall be performed no later than sixty (60) days after construction of the Project is completed. Video monitoring records shall be submitted to the City of Kittitas and Kittitas County no later than ninety (90) days after construction of the Project is completed.

No later than one hundred twenty (120) days after construction is completed, the Certificate Holder shall report to EFSEC results of review of the monitoring tapes by the City of Kittitas and Kittitas County, and shall submit a plan for roadway repairs if such repairs are deemed necessary by the city and the County. The Certificate Holder shall undertake such repairs as approved by the Council.

c) Informational Kiosk. The Certificate Holder will construct an informational kiosk near the Project site entrance as shown in Attachment 4, Exhibit B, to this Agreement, with adequate signage directing the public to a safe place to park, view and learn about the Project. Said kiosk shall be located a minimum of 500 feet from Vantage Highway so as to provide adequate stacking space for vehicles entering the Project site. The informational kiosk will be approximately 10 to 15 feet wide by 15 to 25 feet long by 10 to 15 feet tall.

2. Construction Traffic Management Plan. At least sixty (60) days prior to the beginning of Site Preparation, the Certificate Holder shall submit to EFSEC and Kittitas County 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.G.1., above.

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

4. FAA Review: No later than thirty (30) days prior to the beginning of Construction, the Certificate Holder shall provide to EFSEC and Kittitas County copies of the Determination of Non-Hazard certificates issued by the Federal Aviation Administration (FAA) and related information, which demonstrates that the Project will not impact approved flight approaches, flight communications, or operations at the Kittitas County Airport (Bowers Field).

H. Cultural and Archeological Resources Plan

With the assistance of an experienced archeologist, and in consultation with the Office of Archeology and Historic Preservation (OAHP), the Certificate Holder shall develop a Cultural Resources Monitoring Plan for monitoring construction activities and responding to the discovery of archeological artifacts or buried human remains. The Certificate Holder shall provide copies of the Plan for comment to potentially affected tribes. 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. 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 Certificate Holder shall maintain 100-foot design and construction buffers as measured from any ground-disturbing construction activities and the archaeological and historical sites identified during the cultural resource survey performed for the Application, even though these sites do not meet the standard qualifications for National Register of Historic Places (NRHP). The Project archaeologist shall flag off or otherwise delineate the archaeological sites with a 100-foot buffer. Ground disturbing actions within a specified radius of any archaeological sites, either recorded during the initial survey or previously documented, will be monitored by a professional archaeologist to prevent damage or destruction to both known and unanticipated archaeological resources.

2. If any archaeological artifacts, including but not limited to human remains, are observed, disturbance and/or excavation in that area will cease, and the Certificate Holder shall notify the Office of OAHP, EFSEC, and the affected tribes. 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 the Project cannot be moved or re-routed to avoid the resources, the Certificate Holder shall test the resources for eligibility for listing on the NRHP. Depending on the outcome of the testing for eligibility, the Certificate

Holder shall prepare a mitigation plan in consultation with OAHP and any affected tribes.

3. Prior to any excavation of, or disturbance to, the archaeological sites, the Certificate Holder shall obtain an excavation permit from OAHP pursuant to the requirements of RCW 27.53.060. The Project archaeologist will remove any flagging tape or pin flags at the end of the construction-monitoring phase of the Project.

4. If a tribe requests to have its representatives present during earth-disturbing construction activities, the Certificate Holder shall comply with its wishes. In all cases the Certificate Holder shall note all concerns raised through tribal requests, and shall inform EFSEC of such tribal requests.

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 Kittitas County and 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. The fire protection services agreement that the Certificate Holder has executed with Ellensburg Rural Fire District #2 for the Project, Exhibit G of Attachment 4 to this Agreement, assures that suitable fire protection services are in

place during the construction and ongoing operations of the Project. A fire protection services agreement shall be maintained for the life of the Project, or until the Project site is annexed into a Fire District or other municipal entity which provides fire protection services.

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. The Certificate Holder shall submit the Fire Control Plan to EFSEC and the County for review at least sixty (60) days prior to Site Preparation. The Certificate Holder shall not begin Site Preparation prior to obtaining Council approval of the Fire Control Plan.

J. Construction Management Plan

At least sixty (60) days prior to the start of Site Preparation, the Certificate Holder shall submit for the Council's review and approval a detailed Construction Management Plan addressing the primary Site Preparation and Construction phases for the Project. The Construction Management Plan shall be generally based on the mitigation measures contained in this Agreement. 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. Notices of significant changes in the construction schedule shall be filed with EFSEC no later than fifteen (15) days before the schedule change.

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 plans will include overall Project site plans, foundation drawings, equipment and material specifications, and vendor guarantees for equipment performance as appropriate. The construction plans will include design specifications and further details for excavation, blasting and other activities associated with the removal and preparation of quarry materials for Project Construction. The Certificate Holder shall not Begin Construction prior to obtaining Council approval of the construction plans and specifications.

2. 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.

3. Project facilities shall be located consistent with the mitigation measures proposed for facility protection from unstable land or landslides.

4. The Certificate Holder shall design, install, operate and maintain the domestic on-site sewage system in accordance with Kittitas County requirements.

5. The Certificate Holder shall only purchase water 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.

6. Prior to the beginning of Site Preparation the Certificate Holder shall present to EFSEC copies of the signed and executed leases with DNR and WDFW.

ARTICLE V: PROJECT CONSTRUCTION

A. Environmental Monitoring During Construction:

1. The Certificate Holder shall provide an independent environmental monitor (EM) with "stop-work" authority who reports to EFSEC.

2. Environmental Compliance Program. The Certificate Holder shall identify and develop environmental monitoring and "stop-work" criteria in consultation with EFSEC and/or its designees, prior to beginning Site Preparation. 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 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. Copies of Plans and Permits Kept On Site. A copy of the Site Certification Agreement, Plans approved by the Council or its designee, and 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. The EM will be responsible for ensuring that all construction permit requirements are adhered to, and that any deficiencies are promptly corrected.

4. The EM will provide weekly reports to EFSEC on environmental problems reported or discovered as well as corrective actions taken to resolve these problems. 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 Certificate Holder shall issue a "stop work" order for that portion of the work not in compliance with the Project environmental requirements.

5. No excavation, filling or regrading work shall be performed at any time unless there is full, concurrent and independent environmental monitoring on-site.

6. All EM reports are to be submitted to EFSEC at the same time that they are submitted to the Certificate Holder's project manager. EFSEC and WDFW shall be promptly notified of any emergency response or "stop work" orders that have been issued.

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 contract with Kittitas County to provide plan review and construction inspection services for all Project buildings, structures, electrical transmission feeder 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 and UBC, and Kittitas County building codes and regulations, and applicable construction and fire and life safety codes and requirements. If Kittitas County is unable to provide timely review and inspection services, EFSEC shall coordinate with the County to select other appropriate agencies or firms to provide such services.

The Certificate Holder will pay for County costs, including third 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 a previous 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 beginning of Construction.

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 representatives access to the drawings on request following reasonable notice.

E. 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 during the hours of 10:00 p.m. and 7:00 a.m.

The Certificate Holder shall ensure that oversized loads as defined by Washington Department of Transportation associated with Project Construction do not travel through the City of Kittitas during evening or nighttime hours, and that haul trucks do not park and idle within 100 feet of a residential dwelling.

F. Construction Safety and Security

1. 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 a Construction Phase Health and Safety Plan. The Plan shall be implemented 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.

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.

Site access will be controlled and all on-site construction staff and visitors will be required to carry an identification pass. Temporary fencing with a locked gate may be installed at laydown areas for storage of equipment and materials.

4. The Certificate Holder shall consult with the County regarding the impact on County law enforcement staffing. If additional staffing is required, the Certificate Holder shall pay additional costs for law enforcement associated with construction impacts and activities to be provided by the County Sheriff's office or provide private onsite security as necessary. The Certificate Holder shall notify EFSEC of any County requests relative to payment of additional costs or providing private onsite security.

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

G. Fugitive Dust

The Certificate Holder shall implement appropriate mitigation measures to control fugitive dust from roads, construction activities, and temporary construction facilities (quarries, rock crusher and concrete batch plant).

H. 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.

I. Visual Light and Glare

The Certificate Holder shall implement mitigation measures to minimize visual light and glare impacts. Project structures shall be painted with neutral/low reflectivity finishes to the extent feasible. The operations and visitors center and maintenance facility buildings shall be painted with a low reflectivity earth tone colored finish. The only lighting on the turbines will be the aviation lighting required by FAA. Outdoor lighting at the operations and visitors center and maintenance facility and substation(s) will be minimized to safety and security requirements, sensors will be used to keep lighting turned off when not required, and lighting will be equipped with hoods and directed to minimize backscatter and offsite light trespass.

J. Unique Features

In the event that unique physical or geological features (such as petrified wood deposits) are discovered at the Project site during construction, the Certificate Holder shall require that work be stopped at that location, and shall notify EFSEC and OAHP to coordinate appropriate response.

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.

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) and submit it to EFSEC for approval at least thirty (30) 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 Eastern Washington, September 2004*. 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. No later than thirty (30) days prior to the beginning of Commercial Operation the Certificate Holder shall submit to EFSEC an Operations Spill Prevention, Control and Countermeasure Plan (Operations SPCCP) for review and approval. 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 six (6) 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 County review and the Council's approval an Emergency Response 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 a fire protection services agreement for the life of the Project or until the Project site is annexed into a Fire District or other municipal entity which provides fire protection services.

3. Operations Fire Control Plan. The Certificate Holder shall develop and implement an operations phase Fire Control Plan in coordination with 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 the County for review and to EFSEC for review and approval.

C. Post-Construction Avian Monitoring Plan

No later than one hundred twenty (120) days after the beginning of Construction and 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 coordination with the WDFW and the TAC. The purpose of the plan shall be to quantify impacts to avian species and to assess the adequacy of mitigation measures implemented. The monitoring plan shall include the following components:

1. The Certificate Holder shall implement a wildlife 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, the Vansycle and the Stateline wind projects, for example.

   Fatality monitoring shall include standardized carcass searches, scavenger removal trials, searcher efficacy trials, and reporting of incidental fatalities by maintenance personnel and others.

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

3. The Certificate Holder shall conduct a two-year monitoring study 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 efficacy trials and carcass removal trials to estimate the direct impacts to avian species from the Project.

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

5. The TAC shall be reconvened if unanticipated circumstances arise during incidental 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 VI.A and the Ecology *Stormwater Management Manual for Eastern Washington, September 2004.*

Domestic sewage generated at the operation and visitors center and the maintenance facility shall be discharged to on-site septic systems.

B. Noise Emissions

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

C. Fugitive Dust Emissions

The Certificate Holder shall continue to implement construction 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. In addition to those mitigation measures presented in the Application and the Final EIS, these include the following:

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 Kittitas County Rural Fire District #2 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. 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.

5. Identification and removal of all carcasses of livestock, big game, etc. from within the Project Area that may attract foraging raptors.

6. During the Sage Grouse lekking season, no routine maintenance of the substation area or facilities shall be conducted within ¼ mile of an active lek between the hours of sunset and 9:00 am, and recreational use of the Project site will be restricted to the extent feasible.

7. 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 Project, the Certificate Holder shall prepare a hunting plan for the Project Area in consultation with WDFW and the TAC. After completion of construction hunting shall not be permitted on the Project Area until the plan has been approved by EFSEC and implemented by the Certificate Holder. At a minimum, the plan shall include the following:

   a) After the end of Project construction, controlled hunting will be allowed on the Project Site. 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.

   b) The Certificate Holder will take measures to inform the hunting public of the changes in hunting practices on the site. Said measures may include a combination of advertisements in hunting periodicals and WDFW publications, signage, and outreach through sporting organizations.

   c) To promote the safety of big game animals, any permanent fencing located within the Project site boundary shall 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. Any fences installed shall be maintained for the life of the Project.

   d) The Certificate Holder shall post and enforce driving speed limits of 25 miles per hour within the Project Area to minimize potential collisions with wildlife during operation.

8. Post Construction Rangeland Management and Grazing Plan. After completion of construction, grazing will not be allowed on the Project Area until the Certificate Holder has developed and implemented a post-construction Rangeland Management and Grazing Plan, in coordination with the TAC and WDFW, for EFSEC approval, for the entire Project Area. The plan 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.

Livestock grazing at 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 above, and shall be maintained for the life of the Project.

E. Traffic Monitoring

The Certificate Holder shall monitor traffic levels following construction of the Project for a period of three years. Monitoring shall start at the beginning of Commercial Operation. After that time, the Certificate Holder shall continue monitoring of tourist and operations traffic to the Project upon written request from the County. Monitoring results shall be reported to the County and to EFSEC no later than thirty (30) days after the end of each calendar quarter. Should tourist- and operations-related traffic to and from the Project site exceed WSDOT warrants, as contained in Chapter 910 of the WSDOT Design Manual, the Certificate Holder shall construct right and/or left turn lanes on Vantage Highway. Said improvements shall be designed and constructed in accordance with WSDOT guidelines. Construction of new turn lanes may constitute a modification of this Agreement pursuant to EFSEC rules and procedures, and may require prior EFSEC approval.

F. Project Site Access

The Project access road from Vantage Highway lies on private land; however, in order to avoid and minimize potential impacts to recreation, such as hunting, the Certificate Holder will implement an adaptive management approach to allow access to and through the Project Area and recreational use of the site. Adaptive management allows for changes over time to the level of control and types of activities on the Project site, as needed. In general, the Certificate Holder will permit controlled access to and through the site, as long it does not interfere with or introduce adverse impacts on Project operations or personnel, as follows:

1. 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.

2. Officials of the Washington State Departments of Natural Resources and Fish and Wildlife are currently allowed to access the site and will continue to be allowed access by key.

3. Members of the TAC will be permitted access for the function of TAC-related activities.

4. The Certificate Holder will allow others to access the Project site on a case-by-case basis.

5. Active recreation activities on the Project site such as camping and off-road vehicle usage will not be allowed, in order to avoid and minimize potential impacts to habitat and wildlife from such activities.

6. Access to the site for hunting activities will be allowed in accordance with the Hunting Plan developed and implemented pursuant to Article VII.D.7. of this Agreement.

G. Safety and Security

1. The safety of operating personnel is required 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 promulgated 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 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. No later than sixty (60) days after the beginning of Commercial Operation, 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. The Plan shall include, but not be limited to, the following elements: controlling access to the site to any visitors, contractors, vendors, or suppliers; security lighting of the operation and visitors center and the 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 any other agencies involved in emergency response.

4. The Certificate Holder shall require visitors to observe the safety plans and shall be provided with safety equipment where and when appropriate.

H. 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, Chapter 463-40 WAC and Chapter 173-303 WAC. 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.

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 Project Decommissioning and Site Restoration Plan (i.e. 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 in WAC 463-42-665 (in effect at the date of submittal of the Application), and the requirements of the Council-approved Project Decommissioning and Site Restoration Plan pursuant to Article IV.E. of this Agreement. The Certificate Holder shall not begin Site Restoration activities without prior approval form the Council.

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 upon the occurrence of the earlier of the two following events:

(a) Termination of the County Development Agreement, in accordance with Section 1.2 of the Development Agreement (Attachment 4 to this Agreement); or

(b) at the written request of the County, the Certificate Holder demonstrates that the energy generated by the Project for the past 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 463-36-090.

C. Decommissioning Timing and Scope

1. Timing. The Certificate Holder shall decommission the Project within twelve (12) months following the earlier of the events described in Article VIII.B. above.

   The twelve (12) month 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 3 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. County Access. The County and EFSEC 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 and EFSEC personnel on the Project site shall observe all worker safety requirements enforced and observed by the Certificate Holder and its contractors. If requested by the County and EFSEC, the Certificate Holder will provide monthly status reports until this decommissioning work is completed.

D. Decommissioning Funding and Surety

Except as provided in Article VIII.D.3. below, the Certificate Holder shall post funds sufficient for Decommissioning in the form of a guarantee bond or a letter of credit to ensure the availability of said funds (the "Decommissioning Funds") to EFSEC. The Certificate Holder shall request that the County be listed as additionally insured. A detailed engineering estimate of the amount of the Decommissioning Funds is included in Exhibit F of Attachment 4 to this Agreement.

The Decommissioning Plan shall provide that the Decommissioning Funds shall be reevaluated by the Certificate Holder annually during construction of the Project and at least every five (5) years thereafter from the date of Substantial Completion to ensure sufficient funds for Decommissioning and, if deemed appropriate at that time, the amount of the Decommissioning Funds may be adjusted by EFSEC accordingly.

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 the County and EFSEC with the following security devices for their information:

1. Performance Bond. The Certificate Holder 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, at the time of delivery of the bond is on the authorized insurance provider list published by the Insurance Commissioner. The Performance Bond shall be in an amount equal to the Decommissioning Funds. The Performance Bond shall be for a term of one (1) year and 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 Certificate Holder under the Development Agreement, this Agreement, and under the Bond provisions; or,

2. Letter of Credit. The Certificate Holder 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 Funds. The letter of credit shall be for a term of one (1) year and shall be continuously renewed, extended, or replaced so that it remains in effect for the remaining term of the Development Agreement and this 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 Certificate Holder's failure to perform its decommissioning obligations when due.

3. Financial Security and Changes in Project Ownership. If Project ownership is transferred after the effective date of this Agreement pursuant to applicable EFSEC laws and regulations, EFSEC may 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.

WILD HORSE WIND POWER PROJECT

ARTICLE IX: SITE CERTIFICATION AGREEMENT SIGNATURES

Dated and effective this 26th day of July, 2005.

FOR THE STATE OF WASHINGTON

Christine Gregoire

Christine Gregoire, Governor

FOR WIND RIDGE POWER PARTNERS, LLC.

Christopher Taylor

Christopher Taylor, Director of Development