

Golden Hills Wind Farm - Application for Site Certificate

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EXHIBIT A**APPLICANT INFORMATION**

OAR 345-021-0010(1)(a)

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ATTACHMENTS

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A-4	Amended and Restated Limited Liability Company Agreement

A.1 INTRODUCTION

OAR 345-021-0010(1)(a) *Information about the applicant and participating persons, including:*

A.2 NAME AND ADDRESS OF APPLICANT AND CONTACT PERSON

OAR 345-021-0010(1)(a)(A) *The name and address of the applicant including all co-owners of the proposed facility, the name, mailing address and telephone number of the contact person for the application, and if there is a contact person other than the applicant, the name, title, mailing address and telephone number of that person;*

Response:

The Applicant filing this Site Certificate Application is Golden Hills Wind Farm LLC (Applicant), an indirect wholly owned subsidiary of BP Alternative Energy North America Inc. (BP AE).

The address of the applicant is:

Golden Hills Wind Farm LLC
700 Louisiana Street, 33rd Floor
Houston, TX 77002

The contact person for this application is:

Kelly O'Brien
BP Alternative Energy North America Inc.
700 Louisiana Street, 33rd Floor
Houston, TX 77002
(713) 354-2153

Contact person other than the applicant:

Dana Siegfried
David Evans and Associates, Inc.
2100 SW River Parkway
Portland, OR 97201
(503) 223-6663

A.3 PARTICIPANT INFORMATION

OAR 345-021-0010(1)(a)(B) *The contact name, address and telephone number of all participating persons, other than individuals, including but not limited to any parent corporation of the applicant, persons upon whom the applicant will rely for third-party permits or approvals related to the facility, and, if known, other persons upon whom the applicant will rely in meeting any facility standard adopted by the Council.*

Response: The Applicant will not rely on any third party to obtain approvals related to the proposed facility.

A.4 CORPORATE INFORMATION

OAR 345-021-0010(1)(a)(C) *If the applicant is a corporation, it shall give: (i) The full name, official designation, mailing address, and telephone number of the officer responsible for submitting the application; (ii) The date and place of its incorporation; (iii) A copy of its articles of incorporation and its authorization for submitting the application; and (iv) In the case of a corporation not incorporated in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon.*

- (i) *The full name, official designation, mailing address and telephone number of the officer responsible for submitting the application;*

Response:

Robert L. Lukefahr, President
BP Alternative Energy North America Inc.
700 Louisiana St, 33rd Floor
Houston TX 77002
(713) 354-2110

- (ii) *The date and place of its incorporation;*

Response: Golden Hills Wind Farm LLC is an indirect subsidiary of parent company BP Alternative Energy North America Inc. which was incorporated in Delaware on April 21, 1994. The Applicant is a LLC, duly formed under the laws of the State of Delaware.

- (iii) *A copy of its articles of incorporation and its authorization for submitting the application; and*

Response: The Applicant's certificate of formation and authorization for submitting the application are included as Attachment A-1 and Attachment A-2 to this exhibit, respectively.

- (iv) *In the case of a corporation not incorporated in Oregon, the name and address of the resident attorney-in-fact in this state and proof of registration to do business in Oregon.*

Response: The resident attorney-in-fact in the State of Oregon for this application is:

Tim McMahan
Stoel Rives LLP
900 SW Fifth Avenue Suite 2600
Portland, Oregon 97204
(503) 294-9517

A.5 PARENT COMPANY INFORMATION

OAR 345-021-0010(1)(a)(D) *If the applicant is a wholly owned subsidiary of a company, corporation, or other business entity, in addition to the information required by paragraph (C), it shall give the full name and business address of each of the applicant's full or partial owners.*

Response: The full name and address of Golden Hills Wind Farm LLC's, parent entity is:

BP Alternative Energy North America Inc.
501 Westlake Park Blvd
Houston, TX 77079

A.6 MISCELLANEOUS INFORMATION

OAR 345-021-0010(1)(a)(E) *If the applicant is an association of citizens, a joint venture or a partnership, it shall give: (i) the full name, official designation, mailing address and telephone number of the person responsible for submitting the application; (ii) the name, business address and telephone number of each person participating in the association, joint venture or partnership and the percentage interest held by each; (iii) proof of registration to do business in Oregon; (iv) a copy of its articles of association, joint venture agreement or partnership agreement and a list of its members and their cities of residence; and (v) if there are no articles of association, joint venture agreement or partnership agreement, the applicant shall state that fact over the signature of each member.*

Response: Not applicable.

OAR 345-021-0010(1)(a)(F) *If the applicant is a public or governmental entity, it shall give: (i) the full name, official designation, mailing address and telephone number of the person responsible for submitting the application; and (ii) written authorization from the entity's governing body to submit an application.*

Response: Not applicable.

OAR 345-021-0010(1)(a)(G) *If the applicant is an individual, the individual shall give his or her mailing address and telephone number.*

Response: Not applicable.

ATTACHMENT A-1

**Certificates of Formation and
Certificates of Amendment**

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BP ALTERNATIVE ENERGY NORTH AMERICA INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FIRST DAY OF APRIL, A.D. 1994, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "AMOCO POWER RESOURCES CORPORATION" TO "BP AMOCO GLOBAL POWER CORP.", FILED THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 1999, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "BP AMOCO GLOBAL POWER CORP." TO "BP GLOBAL POWER CORP.", FILED THE SEVENTH DAY OF FEBRUARY, A.D. 2001, AT 12 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "BP GLOBAL POWER CORP." TO "BP ALTERNATIVE ENERGY NORTH AMERICA INC.", FILED THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2005, AT 5:46 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF

2395369 8100H

070608634



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5700483

DATE: 05-23-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:03 PM 12/21/2005
FILED 05:46 PM 12/21/2005
SRV 051050152 - 2395369 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

BP GLOBAL POWER CORP., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors, by a special meeting of its members, such minutes to be filed with the minutes of the Board, duly adopted a resolution setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended, effective January 1, 2006, by changing the Article thereof numbered FIRST so that, as amended, said Article shall be and read as follows:

FIRST: The name of the corporation is
BP ALTERNATIVE ENERGY NORTH
AMERICA INC.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That said amendment was duly adopted in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

FIFTH: That this amendment to the Certificate of Incorporation will be effective January 1, 2006.

IN WITNESS WHEREOF, said BP GLOBAL POWER CORP. has caused its corporate seal to be hereunto affixed and this certificate to be signed by D. J. Reistroffer, its Vice President, and attested to by D. A. Plumb, its Secretary, this 19th day of December 2005.

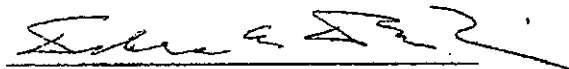
BY: *D. J. Reistroffer*
D. J. Reistroffer, Vice President

ATTEST
D. A. Plumb
D. A. Plumb, Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

The undersigned, a Notary Public, does hereby certify that D. J. REISTROFFER and D. A. PLUMB of the above named BP GLOBAL POWER CORP., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said BP GLOBAL POWER CORP., and as their own free and voluntary act as Vice President and Secretary, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of December 2005.



Notary Public



Delaware

PAGE 2

The First State

JANUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID CORPORATION, "BP ALTERNATIVE ENERGY NORTH AMERICA
INC."



2395369 8100H

070608634

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5700483

DATE: 05-23-07

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GOLDEN HILLS WIND FARM LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF MAY, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GOLDEN HILLS WIND FARM LLC" WAS FORMED ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3728095 8300

070583812



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5688271

DATE: 05-18-07

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ORION DELAWARE MOUNTAIN DELAWARE LLC", CHANGING ITS NAME FROM "ORION DELAWARE MOUNTAIN DELAWARE LLC" TO "GOLDEN HILLS WIND FARM LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MAY, A.D. 2007, AT 11:25 O'CLOCK A.M.

3728095 8100

070583812



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5688270

DATE: 05-18-07

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Orion Delaware Mountain Delaware LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:
 1. The name of the Company is Golden Hills Wind Farm LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 18th day of May, A.D. 2007.

By: M. S. Snell
Authorized Person(s)

Name: M. S. Snell
Print or Type

Title: Vice President, Orion Energy L.L.C., its
Sole member

ATTACHMENT A-2

Authorization to Submit Application

CERTIFICATE

GOLDEN HILLS WIND FARM LLC

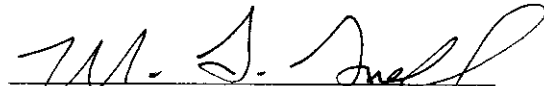
The undersigned hereby certifies that he is the Assistant Secretary of Golden Hills Wind Farm LLC, a Delaware corporation (the "Company"), that the following is a true copy of a resolution duly adopted by consent action of the Board of Directors of the Company, and that said resolution has not been amended or rescinded and that as of this date is in full force and affect:

General Authority of Officers

RESOLVED, that the Chairman, President, any Vice President, and the Treasurer of the Company be, and each of them hereby is, severally authorized and empowered in the name and on behalf of the Company to make, execute, authenticate, acknowledge and deliver any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property, proxy, power of attorney with full and general or limited authority, with power of substitution, or any other instrument similar or dissimilar to the preceding, which he or she may deem necessary or proper in connection with the business of the Company, without further act or resolution of this Board, and the Secretary or any Assistant Secretary be, and each of them hereby is, severally authorized and empowered to affix the corporate seal to any such papers or documents and to attest the same in cases where such action is necessary or appropriate.

The undersigned further certifies that R. L. Lukefahr is President of the Company and that said appointment is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July, 2007.



M. S. Snell
Assistant Secretary

ATTACHMENT A-3

Proof of Registration to do Business in Oregon



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone:(503)986-2200
Fax:(503)378-4381
www.filinginoregon.com

Registry Number: 437487-97
Type: FOREIGN LIMITED LIABILITY COMPANY

Next Renewal Date: 05/21/2008

GOLDEN HILLS WIND FARM LLC
4101 WINDFIELD RD
WARRENVILLE IL 60555

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document

APPLICATION FOR AUTHORITY

Filed On
05/21/2007

Jurisdiction
DELAWARE

Name

GOLDEN HILLS WIND FARM LLC

Principal Place of Business

4101 WINDFIELD RD
WARRENVILLE IL 60555

Registered Agent

C T CORPORATION SYSTEM
388 STATE ST STE 420
SALEM OR 97301

Mailing Address

4101 WINDFIELD RD
WARRENVILLE IL 60555



Phone: (503) 988-2200
Fax: (503) 378-4381

Application for Authority to Transact—Foreign Limited Liability Company

Secretary of State
Corporation Division
255 Capital St. NE, Suite 191
Salem, OR 97310-1327
FilingInOregon.com

FILED

MAY 21 2007

**OREGON
SECRETARY OF STATE**

REGISTRY NUMBER:

437487-97

For office use only

In accordance with Oregon Revised Statute 182.410-182.490, the information on this application is public record.
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME Golden Hills Wind Farm LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name on the Certificate of Existence. See #3.

2) STATE OR COUNTRY OF ORGANIZATION

Delaware

Date of Organization: November 14, 2003

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS

4101 Winfield Rd.

Warrenville, IL 60555

3) CERTIFICATE OF EXISTENCE

A certificate of existence, current within 60 days of delivery to this Division, authenticated by the official having custody of the organization, is attached.

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES

4101 Winfield Rd.

Warrenville, IL 60555

4) DURATION (Please check one.)

Latest date upon which the Limited Liability Company is to dissolve is _____

Duration shall be perpetual.

10) IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.

This limited liability company is managed by a single manager.

This limited liability company is managed by multiple manager(s).

5) THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).

6) NAME OF OREGON REGISTERED AGENT

CT Corporation System

7) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS (Must be an Oregon Street Address, which is identical to the registered agent's business office.)

388 State Street, Ste. 420

Salem, OR 97301

11) EXECUTION (At least one member or manager must sign.)

Signature

M. S. Snell

Printed Name

M. S. Snell

Title

Vice President, Orion Energy L.L.C.

Its Manager

12) CONTACT NAME (To resolve questions with this filing.)

Denise Robertson

DAYTIME PHONE NUMBER (include area code.)

281-366-3939

FEES

Required Processing Fee \$50

Confirmation Copy (Optional) \$5

Processing Fees are non-refundable.

Please make check payable to "Corporation Division."

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

ATTACHMENT A-4

**Amendment and Restated Limited Liability
Company Agreement**

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

Golden Hills Wind Farm LLC
(a Delaware Limited Liability Company)

This LIMITED LIABILITY COMPANY AGREEMENT of Golden Hills Wind Farm LLC (the "Agreement"), executed as of July 17, 2007 by Orion Energy L.L.C., a California limited liability company ("Orion"), as the sole member of Golden Hills Wind Farm LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, Orion desires to complete and perfect the organization of the Company as a limited liability company under the Delaware Limited Liability Company Act (6 De1.C. § 18-101, et. seq.) (the "Delaware Act"); and

WHEREAS, the Certificate of Formation (the "Certificate") of the Company has been filed in the office of the Secretary of State of the State of Delaware;

NOW THEREFORE, the undersigned hereby declares as follows:

SECTION 1. *General.*

(a) *Formation.* Effective as of the date and time specified in the Certificate filed in the office of the Secretary of State of the State of Delaware (or upon filing if not so specified), the Company has been formed as a limited liability company under the Delaware Act. Except as expressly provided herein, the rights and obligations of the members in connection with the regulation and management of the Company shall be governed by the Delaware Act.

(b) *Name.* The name of the Company shall be "Golden Hills Wind Farm LLC". The business of the Company shall be conducted under such name or any other name or names that the members shall determine from time to time.

(c) *Address. Registered Agent and Registered Office.* The address of the registered office of the Company in the State of Delaware shall be c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name and address of the registered agent for service of process on the Company in the State of Delaware shall be The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The registered office or registered agent of the Company may be changed from time to time by the members.

(d) *Principal Place of Business.* The principal place of business of the Company shall be located at such place as the members shall determine from time to time.

(e) *Duration.* The Company's existence commenced upon the effectiveness of the Certificate filed in the office of the Secretary of State of the State of Delaware, and shall

continue in existence until it dissolves, winds up and terminates pursuant to the provisions of this Agreement or applicable law.

SECTION 2. *Purposes.* The Company is formed for the object and purpose of, and the nature of the business to be conducted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.

SECTION 3. *Powers.* The Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Delaware Act.

SECTION 4. *The Board of Directors.*

(a) *Management.* The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under, its Board of Directors. Subject to any limitations set forth in this Agreement or by the Delaware Act, the Board of Directors shall be responsible for the management and operations of the Company and shall have all powers necessary to manage the Company, to conduct its business, and to implement any decision of the members adopted pursuant to this Agreement. In addition to the powers and authorities expressly conferred by this Agreement upon the Board of Directors, the Board of Directors may exercise all such powers of the Company and do all such lawful acts and things as are not directed or required to be exercised or done by the members by the Delaware Act, the Certificate of Formation of the Company or this Agreement. The Directors will be deemed to be "managers" within the meaning of the Delaware Act.

(b) *Number, Qualifications and Terms.* The number of Directors of the Company shall be not less than three nor more than seven. Directors need not be residents of the State of Delaware or members of the Company. Each Director shall hold office for the full term for which such Director is elected, which term shall be specified in the vote or resolution of the members or, if not so specified and in each case, until such Director's successor shall have been duly elected and qualified or until his or her earlier death or resignation or removal in accordance with this Agreement.

(c) *Powers of the Board of Directors.* Without limiting the generality of Section 4(a), the Board of Directors shall have power and authority, acting in concert in accordance with this Agreement, to cause the Company to do and perform all acts as may be necessary or appropriate for the conduct of the Company's business.

(d) *Directors.* The Directors shall be Debra A. Dowling, Suzanne R. Sawada, and Debra A. Plumb, who shall hold office until his or her successor has been duly elected and qualified or until his or her earlier death or resignation or removal in accordance with this Agreement.

(e) *Place of Meetings.* Meetings of the Board of Directors of the Company, regular or special, may be held either within or without the State of Delaware, at whatever place is specified by the person or persons calling the meeting. In the absence of a specific designation, the meetings shall be held at the principal office of the Company.

(f) *Regular Meetings of Board of Directors.* Regular meetings of the Board of Directors shall be held at such place or places within or without the State of Delaware, at such hour and on such day as may be fixed by resolution of the Board of Directors, without further notice of such meetings. The time or place of holding regular meetings of the Board of Directors may be changed by the Chairman or the President of the Company by giving written notice thereof as provided in Section 4(h) hereof.

(g) *Special Meetings of the Board of Directors.* Special meetings of the Board of Directors shall be held, whenever called by the Chairman, the President or any Director, at such place or places within or without the State of Delaware as may be stated in the notice of the meeting.

(h) *Attendance at and Notice of Meetings.* Written notice of the time and place of, and general nature of the business to be transacted at, all special meetings of the Board of Directors, and written notice of any change in the time or place of holding the regular meetings of the Board of Directors, shall be given to each Director personally or by mail or by telegraph, telecopier or similar communication at least five days before the day of the meeting; provided, however, that notice of any meeting need not be given to any Director if waived by him or her in writing, or if he or she shall be present at such meeting. Participation in a meeting of the Board of Directors shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(i) *Quorum of and Action by the Board of Directors.* Unless a greater number is required by law, a majority of the Directors in office shall constitute a quorum for the transaction of business, but a lesser number may adjourn from day to day until a quorum is present. Except as otherwise provided by law or in this Agreement, all questions shall be decided by a majority of the votes cast by the Directors present.

(j) *Director and Committee Action Without a Meeting.* Unless otherwise restricted by this Agreement, any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors of the Company or such committee, as the case may be, and filed with the Secretary of the Company.

(k) *Board of Directors and Committee Telephone Meetings.* Subject to the provisions required or permitted by the Delaware Act for notice of meetings, unless otherwise restricted by this Agreement, the Board of Directors, or members of any committee designated by the Board of Directors, may participate in and hold a meeting of such Board of Directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 4(k) shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(l) *Compensation of Directors.* Directors shall not be entitled to receive compensation for their services as Directors.

(m) *Removal; Vacancies.* No Director of the Company shall be removed from office as a Director by vote or other action of the members, except by the affirmative vote of the holders of at least a majority of the voting power of the units ("Units") of limited liability company membership interest of the Company generally entitled to vote in the election of Directors voting together as a class. Any such removal may be effected with or without cause. Any vacancy in the management shall be filled by the affirmative vote of the holders of at least a majority of the voting power of Units of the Company generally entitled to vote in the election of Directors voting together as a class.

(n) *Liability of Directors.* A Director shall not be liable under any judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company by reason of his acting as a Director of the Company. A Director of the Company shall not be personally liable to the Company or its members for monetary damages for breach of fiduciary duty as a Director, except for liability for any acts or omissions that involve intentional misconduct, fraud or a knowing violation of law or for a distribution in violation of the Delaware Act as a result of the willful or grossly negligent act or omission of the Director. If the laws of the State of Delaware are amended after the date of this Agreement to authorize action further eliminating or limiting the personal liability of managers (as defined in the Delaware Act), then the liability of a Director of the Company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended laws of the State of Delaware. Any repeal or modification of this Section 4(n) by the members of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Company existing at the time of such repeal or modification or thereafter arising as a result of acts or omissions prior to the time of such repeal or modification.

SECTION 5. *Officers.*

(a) *Officers.* The officers of the Company shall be elected by the Board of Directors, and shall consist of a President and a Secretary. The Board of Directors, in their discretion, may also elect a Chairman (who must be a Director), one or more Vice Presidents, a Treasurer, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors may from time to time designate, all of whom shall hold office until removed or their successors are elected and qualified. Any two or more offices may be held by the same person. The Board of Directors may designate which of such officers are to be treated as executive officers for purposes of this Agreement or for any other purpose.

(b) *Vacancies.* Whenever any vacancies shall occur in any office by death, resignation, increase in the number of officers of the Company, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until he is removed, he resigns or his successor is chosen and qualified.

(c) *Removal.* Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in their judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(d) *Chairman.* The Chairman, if there is one, shall, if present, preside at all meetings of the members and Board of Directors. If so designated by the Board of Directors, the Chairman

shall be the chief executive officer of the Company. The Chairman may sign, with the Secretary or any other proper officer of the Company thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed and executed; and in general shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

(e) *President.* The President shall, subject to the control of the Board of Directors and the Chairman, if there is one, in general supervise and control all of the business and affairs of the Company. In the absence of the Chairman, or if there is none, the President shall preside at all meetings of the members and (if the President is a Director) of the Board of Directors. If so designated by the Board of Directors, the President shall be the chief executive officer of the Company. The President may sign, with the Secretary or any other proper officer of the Company thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed and executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(f) *Vice President.* Any Vice President may perform the usual and customary duties that pertain to such office (but no unusual or extraordinary duties or powers conferred by the Board of Directors upon the President) and, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to a Vice President.

(g) *Secretary.* It shall be the duty of the Secretary to attend all meetings of the members and Board of Directors and record correctly the proceedings had at such meetings in a book suitable for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors, chief executive officer or President, under whose supervision he or she shall serve. The Secretary shall see that all books, reports, statements, certificates and other documents and records of the Company required by law to be kept or filed are properly kept or filed, as the case may be. The person holding the office of Secretary shall also perform, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to the Secretary. The duties of the Secretary may also be performed by any Assistant Secretary.

(h) *Treasurer.* The Treasurer shall keep such moneys of the Company as may be entrusted to his or her keeping and account for the same. The Treasurer shall be prepared at all times to give information as to the condition of the Company and shall make a detailed annual report of the entire business and financial condition of the Company. The person holding the office of Treasurer shall also perform, under the direction and subject to the control of the Board of Directors, such other duties as may be assigned to the Treasurer. The duties of the Treasurer may also be performed by any Assistant Treasurer.

(i) *Other Officers.* Assistant Secretaries, if any, and Assistant Treasurers, if any, shall have the duties set forth in Sections 5(g) and 5(h), respectively. Any officer whose duties are not

set forth in Section 5 shall have such duties as the Board of Directors or the President may prescribe.

(j) *Delegation of Authority.* In the case of any absence of any officer of the Company or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate some or all of the powers or duties of such officer to any other officer or to any Director, member, employee or agent for whatever period of time seems desirable.

SECTION 6. *Members.*

(a) *Meetings.* Meetings of the members may be called at any time by the Chairman, the President, a majority of the Directors or any member of the Company. Upon written request of any person or persons who have duly called a meeting, it shall be the duty of the Secretary to fix the date of the meeting to be held not less than five nor more than 60 days after the receipt of the request and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so. Every meeting of the members shall be held at such place within or without the State of Delaware as the person or persons calling the meeting may designate, or, in the absence of such designation, at the registered office of the Company in the State of Delaware.

(b) *Notice.* Written or printed notice of all meetings stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than five nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary or President of the Company, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at such member's address as it appears on the transfer records of the Company, with postage thereon prepaid. If transmitted by way of facsimile, such notice shall be deemed to be delivered on the date of such facsimile transmission to the fax number, if any, for the respective member that has been supplied by such member to the Secretary and identified as such member's facsimile number.

(c) *Meeting of All Members.* If all of the members shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

(d) *Registered Holders.* Unless otherwise provided under the Delaware Act, the Company may regard the person in whose name Units are registered (and, in the case of additional members, duly evidenced by an amendment to this Agreement) in the transfer records of the Company at any particular time (including, without limitation, as of a record date fixed pursuant to Section 6(f)) as the owner of those Units at that time for purposes of voting those Units, receiving distributions thereon or notices in respect thereof, transferring those Units, entering into agreements with respect to those Units, or giving proxies with respect to those Units; and neither the Company nor any of its officers, Directors, employees or agents shall be liable for regarding that person as the owner of those Units at that time for those purposes.

(e) *Closing of Transfer Record; Record Date.* For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or entitled to receive a distribution by the Company or a dividend, or in order to make a determination of members for any other proper purpose, the Board of Directors of the Company may fix in

advance a date as the record date for any such determination of members, such date in any case to be not more than 60 days and, in the case of a meeting of members, not less than ten days prior to the date on which the particular action requiring such determination of members is to be taken. The Board of Directors of the Company shall not close the books of the Company against transfers of Units during the whole or any part of such period.

(f) *Quorum; Adjournment.* Unless otherwise provided in this Agreement, as it may be amended or restated in accordance with the Delaware Act, the holders of a majority of the outstanding Units entitled to vote, present in person or represented by proxy, shall constitute a quorum at any meeting of the members, and the members present at any duly convened meeting may continue to do business until adjournment notwithstanding any withdrawal from the meeting of holders of Units counted in determining the existence of a quorum. Unless otherwise provided in this Agreement, any meeting of the members may be adjourned from time to time, without notice other than by announcement at the meeting at which such adjournment is taken, and at any such adjourned meeting at which a quorum shall be present any action may be taken that could have been taken at the meeting originally called; provided that if the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the adjourned meeting.

(g) *Manner of Acting.* With respect to any matters as to which no other voting requirement is specified by the Delaware Act or this Agreement, the affirmative vote required for member action shall be that of the holders of a majority of Units present in person or represented by proxy at the meeting (as counted for purposes of determining the existence of a quorum at the meeting).

(h) *Voting: Proxies.* Each member shall be entitled to one vote for each outstanding Unit held of record by such member. At all meetings of members, a member may vote in person or by proxy executed in writing by the member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Board of Directors of the Company before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

(i) *Action by Members Without a Meeting.* Unless otherwise provided in this Agreement in accordance with the Delaware Act, any action required or permitted to be taken at any meeting of members of the Company may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of Units having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all holders of Units entitled to vote thereon were present and voted. Prompt notice of the taking of any Company action without a meeting by less than unanimous written consent shall be given by the Secretary of the Company to those members who have not consented in writing.

(j) *Liability.* No member shall be liable, responsible or accountable in damages or otherwise to any other member or to the Company for any amount in excess of its capital contribution for any acts performed within the scope of the authority conferred on it by this Agreement or applicable law, or for its failure or refusal to perform any acts except those expressly required by the terms of this Agreement, or for any debt or loss in connection with the affairs of the Company, unless such member is guilty of fraud, willful misconduct, gross

negligence or misappropriation of funds or violates in any material respect any of the provisions of this Agreement. In addition, each member's liability shall be limited to the fullest extent permitted under the Delaware Act and any other applicable law hereafter in effect.

(k) *Mergers.* Members holding a majority of the then outstanding Units may, without the consent or approval of the Board of Directors, authorize the merger of the Company with and into any sole proprietorship, corporation, partnership of any kind having a separate legal status (including limited partnership), limited liability company, business trust, unincorporated organization or association, mutual company, joint stock company or joint venture (each of the foregoing being an "Entity") or the merger of any Entity with and into the Company, including any actions necessary to effectuate such merger.

SECTION 7. *Indemnification.*

(a) *Indemnification; Nonexclusivity.* Each person who at any time shall serve, or shall have served, as a member, Director or officer of the Company, or any person who, while a member, Director or officer of the Company, is or was serving at the request of the Company as a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, limited liability company, partnership, limited partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise (each such person referred to herein as an "Indemnitee"), shall be entitled to indemnification as and to the fullest extent permitted by Delaware law or any successor statutory provisions, as from time to time amended, but subject to the limitations provided in this Agreement, from and against any and all judgments, penalties, fines (including excise taxes), amounts paid in settlement and, subject to Section 7(b), Expenses; provided, that in each case (i) the Indemnitee acted in good faith and in a manner that it reasonably believed to be in, or not opposed to, the best interests of the Company and with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful, and (ii) the Indemnitee's conduct did not constitute actual fraud, gross negligence or willful misconduct. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those to be indemnified may be entitled as a matter of law or under any agreement, other provision of this Agreement, vote of members or Directors, or other arrangement. The Company may enter into indemnification agreements with its Directors, members and executive officers that contractually provide to them the benefits of the provisions of this Section 7 and include related provisions meant to facilitate the Indemnitees' receipt of such benefits and such other indemnification protections as may be deemed appropriate.

(b) *Advancement or Reimbursement of Expenses.* The rights of an Indemnitee provided under the preceding paragraph shall include, but not be limited to, the right to be indemnified and to have Expenses advanced in all Proceedings. In the event that an Indemnitee is not wholly successful, on the merits or otherwise, in a Proceeding but is successful, on the merits or otherwise, as to any Claim in such Proceeding, the Company shall indemnify Indemnitee against all Expenses of Indemnitee relating to each such Claim. The termination of a Claim in a proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such Claim. In addition, to the extent an Indemnitee is, by reason of his Company Status, a witness or otherwise participates in any proceeding at a time when he is not named a defendant or respondent in the proceeding, he shall be indemnified against all Expenses in connection therewith. The Company shall pay all Expenses of Indemnitee in connection with any Proceeding or Claim, whether brought by the Company or otherwise, in advance of any

determination respecting entitlement to indemnification pursuant to this Section 7 within ten days after the receipt by the Company of a written request from Indemnitee reasonably evidencing such Expenses and requesting such payment or payments from time to time, whether prior to or after final disposition of such Proceeding or Claim; provided that, the Indemnitee undertakes and agrees in writing that he will reimburse and repay the Company for any Expenses so advanced to the extent that it shall ultimately be determined by a court, in a final adjudication from which there is no further right of appeal, that Indemnitee is not entitled to be indemnified against such Expenses.

(c) *Severability.* If any provision or provisions of this Section 7 shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and, to the fullest extent possible, the provisions of this Section 7 shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(d) *Definitions.* For purposes of this Section 7:

"*Claim*" is a claim, a material issue or a substantial request for relief.

"*Company Status*" means the status of a person who is or was a member, manager, director, officer, partner, employee, agent or fiduciary of the Company or of any other corporation, limited liability company, partnership, limited partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise which such person is or was serving at the written request of the Company. For purposes of this Agreement, "serving at the written request of the Company" includes any service by an Indemnitee which imposes duties on or involves services by that Indemnitee with respect to any employee benefit plan or its participants or beneficiaries.

"*Expenses*" of any person include all the following that are actually and reasonably incurred by or on behalf of that person: all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating or being or preparing to be a witness in a Proceeding.

"*Proceeding*" includes any action, suit, alternate dispute resolution mechanism, hearing or any other proceeding, whether civil, criminal, administrative, arbitral, investigative or mediative, any appeal in any such action, suit, alternate dispute resolution mechanism, hearing or other proceeding and any inquiry or investigation that could lead to any such action, suit, alternate dispute resolution mechanism, hearing or other proceeding, except one (i) initiated by an Indemnitee to enforce his or her rights under this Section 7 or (ii) pending on or before the date of this Agreement.

SECTION 8. *Distributions.* The Company may from time to time distribute to the members such amounts in cash and other assets as shall be determined by the members. Each such distribution shall be divided among the members in proportion to the number of Units then held by them.

SECTION 9. *Allocations.* The profits and losses of the Company shall be allocated to the members in proportion to the number of Units held by them.

SECTION 10. *Dissolution; Winding Up.*

(a) *Dissolution.* The Company shall be dissolved upon (i) the adoption of a plan of dissolution by the members or (ii) the occurrence of any event required to cause the dissolution of the Company under the Delaware Act.

(b) *Effectiveness.* Any dissolution of the Company shall be effective as of the date on which the event occurs giving rise to such dissolution, but the Company shall not terminate unless and until a certificate of cancellation is filed with the Secretary of State of the State of Delaware.

(c) *Winding Up.* Upon dissolution of the Company, the Company shall continue solely for the purposes of winding up its business and affairs as soon as reasonably practicable. Promptly after the dissolution of the Company, the members shall immediately commence to wind up the affairs of the Company in accordance with the provisions of this Agreement and the Delaware Act. In winding up the business and affairs of the Company, the members may take any and all actions that they determine in their discretion to be in the best interests of the members, including, but not limited to, any actions relating to (i) causing written notice by registered or certified mail of the Company's intention to dissolve to be mailed to each known creditor of and claimant against the Company, (ii) the payment, settlement or compromise of existing claims against the Company, (iii) the making of reasonable provisions for payment of contingent claims against the Company and (iv) the sale or disposition of the properties and assets of the Company. It is expressly understood and agreed that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of claims against the Company so as to enable the members to minimize the losses that may result from a liquidation.

SECTION 11. *Transfer.* Except as provided in Section 6(1), a member shall not transfer (whether by sale, assignment, gift, pledge, hypothecation, mortgage, exchange or otherwise) all or any part of its Units to any other person without the prior written consent of each of the other members.

SECTION 12. *Admission of Additional Members.* The admission of additional members to the Company shall be accomplished by amendment of this Agreement and, if required by the Delaware Act, by the filing of an appropriate amendment to the Certificate in the office of the Secretary of State of the State of Delaware. An additional member shall be entitled to receive a certificate evidencing or documenting such member's Units as provided in Section 15 of this Agreement.

SECTION 13. *Return of Capital.* No member has the right to receive any distributions which include a return of all or any part of such member's capital contribution, except as provided in Section 10.

SECTION 14. *Tax Matters.* For so long as there is only one member of the Company, the Company shall be disregarded as an entity separate from its owner for United States federal income tax purposes. If at any time there is more than one member of the

Company, the members shall take such action as is necessary to cause the Company to be classified as a partnership for United States federal income tax purposes.

SECTION 15. *Certificates of Units*

(a) *Certificates.* Every member of the Company shall be entitled to have a certificate signed by or in the name of the Company by any authorized officer of the Company, representing the Units in the Company owned by such member.

(a) *Lost, Stolen or Destroyed Certificates; Issuance of New Certificates.* The Company may issue a new certificate of Units in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owners' legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

(c) *Legend.* The certificates representing units held in the Company may have a legend or legends to reflect restrictions on transfer contained herein.

SECTION 16. *Ownership and Contributions.*

(a) *Ownership.* The name and business or residence address of each member of the Company and any Units held by such member are set forth on Exhibit A attached hereto. The Company shall be the owner of all capital and other property and rights (whether real, tangible or intangible) conveyed to it. A member has no interest hereunder in specific capital or other property or rights of the Company, including any capital or property or rights sold, transferred or otherwise conveyed by a member to the Company.

(b) *Contribution.* The valuation of any contributions of capital or other property or rights by any member shall be determined by the Board of Directors of the Company as of the date such capital or other property or rights are accepted by the Company.

(b) *Interest on Capital Contribution.* No member shall be entitled to interest on its contributions.

SECTION 17. *Miscellaneous.*

(a) *Amendment; Waivers.* The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each of the members. No failure or delay on the part of any member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

(b) *Heirs, Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the members and their respective successors and assigns.

(c) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction).

(d) *Severability.* In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

(e) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) *Captions.* Captions to Sections of this Agreement are included for convenience of reference only, and these captions do not constitute a part hereof for any other purpose or in any way affect the meaning or construction of any provision hereof.

(g) *Beneficiaries.* No provision of this Agreement affords any right to, is for the benefit of or is enforceable by, or is to be construed, deemed or interpreted as affording to, being for the benefit of or enforceable by, any creditor of the Company, and no provision of this Agreement confers, or is to be construed, deemed or interpreted as conferring, on any person other than the Company, the Directors and the members any rights or remedies hereunder, except as Section 7 provides or as this Agreement otherwise expressly provides.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed on the date first above written.

Orion Energy L.L.C.
as sole member

By: S. R. Sawada
Name: S. R. Sawada
Title: Vice President

EXHIBIT A

Name and Address of Member

Percentage

Orion Energy L.L.C.

100 %

USA

CONSENT IN LIEU OF A MEETING
OF THE SOLE MEMBER OF
GOLDEN HILLS WIND FARM LLC

Action by unanimous Consent of the Sole Member of GOLDEN HILLS WIND FARM LLC (hereinafter referred to as the "Company"), effective July 17, 2007.

The undersigned, acting with the authority and on behalf of Orion Energy L.L.C., which is the Sole Member of the Company, does hereby waive call, meeting, notice and vote, and does hereby consent to, confirm and verify the following member action and adoption of the following resolution in lieu of a meeting, pursuant to the authority vested by Delaware Limited Liability Company Act, pursuant to Title 6, Section 18-302(d):

Officers

RESOLVED, that pursuant to Section 5(c) of the Company's Amended and Restated Limited Liability Company Agreement, the following individuals are hereby removed from the offices of the Company set opposite their name, effective immediately:

Michael Haas	President
Reid M. Buckley	Vice President and Treasurer
James J. Eisen	Vice President and Secretary

RESOLVED FURTHER, that pursuant to Section 4(d) of the Company's Amended and Restated Limited Liability Company Agreement, the following persons are hereby elected to be Directors of the Company, effective immediately, to serve until the next annual meeting of the Sole Member of the Company or until their successors are qualified and elected:

D. A. Dowling
D. A. Plumb
S. R. Sawada

ORION ENERGY L.L.C.

By: *S. R. Sawada*
S. R. Sawada, Vice President

The undersigned Secretary of the Company does hereby certify that the signatory to the instrument is, as of the date hereof, the sole Member of the Company.

D. G. Plumb

Secretary

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS

GOLDEN HILLS WIND FARM LLC

The undersigned members of the Board of Directors of Golden Hills Wind Farm LLC ("the Company"), a Delaware limited liability company, hereby take the following action and consent to the adoption of the following resolutions, pursuant to the Delaware Limited Liability Company Act, as amended, and the Company's Amended and Restated Limited Liability Agreement, effective as of July 17, 2007:

RESOLVED, that the following named persons be, and they hereby are, elected to the offices of the Company set opposite their name until the next annual meeting of the Sole Member or until their successors are qualified and elected:

President	R. L. Lukefahr
Vice President and Chief Financial Officer	T. L. Taylor
Vice President and General Tax Officer	J. A. Dietz
Vice President	C. W. Coburn
Vice President	C. B. Hunt
Vice President	D. J. Reistroffer
Vice President	S. R. Sawada
Vice President	M. S. Snell
Vice President	E. J. W. Bakker
Vice President	T. B. Wood
Tax Officer	R. A. Cooper
Secretary	D. A. Plumb
Assistant Secretary	D. A. Dowling
Assistant Secretary	M. S. Haskins
Assistant Secretary	W. T. Mangan
Assistant Secretary	M. S. Snell
Assistant Secretary	G. E. Stein
Assistant Secretary	W. B. Goudeau
Assistant Secretary	J. Pearson
Treasurer	R. J. Novaria
Assistant Treasurer	S. D. Funk
Assistant Treasurer	P. L. Hanson
Assistant Treasurer	M. Susan Horvat
Assistant Treasurer	C. A. Jadowska
Assistant Treasurer	M. E. Labadie
Assistant Treasurer	M. A. Lukas
Assistant Treasurer	M. C. Mroz

Assistant Treasurer	L. P. Peterson
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General Authority of Officers

RESOLVED FURTHER, that the Chairman, President, any Vice President, and the Treasurer of the Company be, and each of them hereby is, severally authorized and empowered in the name and on behalf of the Company to make, execute, authenticate, acknowledge and deliver any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property, proxy, power of attorney with full and general or limited authority, with power of substitution, or any other instrument similar or dissimilar to the preceding, which he or she may deem necessary or proper in connection with the business of the Company, without further act or resolution of this Board, and the Secretary or any Assistant Secretary be, and each of them hereby is, severally authorized and empowered to affix the corporate seal to any such papers or documents and to attest the same in cases where such action is necessary or appropriate.

IN WITNESS WHEREOF, the undersigned Directors have hereunto subscribed their names as of the 17th day of July, 2007.



D. A. Dowling



D. A. Plumb



S. R. Sawada

The undersigned Secretary of the Company, does hereby certify that the signatories to the above instrument are, as of the date hereof, all of the Directors of the Company.



Secretary

EXHIBIT B**GENERAL INFORMATION ABOUT THE PROPOSED FACILITY**

OAR 345-021-0010(1)(b)

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B.1 DESCRIPTION OF THE PROPOSED FACILITY

OAR 345-021-0010(1)(b) *Information about the proposed facility, construction schedule, and temporary disturbances of the site, including:*

OAR 345-021-0010(1)(b)(A) *A description of the proposed energy facility, including as applicable:*

- (i) *The nominal electric generating capacity and the average electrical generating capacity, as defined in ORS 469.300.*

Response: The nominal generating capacity of the proposed Golden Hills Wind Project (Project) will be 400 MW. The average generating capacity is anticipated to be approximately 133 MW.

- (ii) *Major components, structures, and systems, including a description of the size, type, and configuration of equipment used to generate electricity and useful thermal energy.*

Response:

B.1.1 Facility Overview

The Project will be located on private land in an unincorporated area of Sherman County. It will consist of up to 267 wind turbines. The Project will interconnect with the Bonneville Power Administration's (BPA) transmission system at two locations – one near Klondike Schoolhouse Substation (200 MW) and at John Day Substation (200 MW). Transmission from the project substations to the interconnection points will involve one 4-mile long overhead transmission line and one 11-mile long overhead transmission line.

It is anticipated that the Project will begin construction in spring 2008. BPAE has signed long-term land agreements with landowners on whose property turbines may be located. A list of the owners of record of property within or adjacent to the proposed project site is contained in Exhibit F.

B.1.2 Power Generation Equipment and Systems

The Project is expected to consist primarily of the following facilities:

- Wind turbines (Figure B-1) that have an aggregate nominal nameplate generating capacity of up to 400 MW. The turbines will most likely consist of one of the following:
 - 1.65 MW turbine with hub height of 78 meters and rotor diameter of 82 meters.
 - 2.5 MW turbine with a hub height of 80 meters and rotor diameter of 96 meters.

Wind turbines will be sited within 900-foot corridors; their precise locations within each corridor will be determined by the Applicant based on the wind turbine model selected and the various siting criteria.

- Approximately 50 miles of newly constructed access roads and turnaround areas.
- Up to six permanent meteorological towers and a supervisory control and data acquisition system.
- A 34.5-kilovolt (kV) power collection system linking each turbine to the next and to one of two project substations. The 62-mile long power collection system will be largely underground, but might be overhead in some locations.
- Two project substations - one at the southeastern section of the site and one in the west section of the site. As noted above, one 4 and one 11-mile long overhead transmission line will be constructed from each substation to the points of interconnection with BPA.
- An operations and maintenance (O&M) facility, including shop facilities, a control room, a maintenance yard, a kitchen, an office, a washroom, and other facilities typical of this type of facility.

The following sections provide detailed information about project components, including the wind turbines, the O&M facility, communications equipment, access roads and laydown areas, and the electrical system. Figure B-3 shows the disturbance area for these facilities.

B.1.3 Wind Turbines

A wind turbine features a nacelle mounted on a tower. The nacelle houses the generator and gearbox, and supports the rotor and blades at the hub. The turbine tower supports and provides access to the nacelle. The turbines are connected by power collection systems linked to an electric substation.

The generator installed in each wind turbine will have a nameplate rating from approximately 1.65 MW to 2.5 MW. The Applicant has not selected the wind turbine model or models that will be installed in the Project. Wind turbines will be sited within corridors approximately 900 feet wide. The locations of the turbine corridors are illustrated in Figure C-2 (in Exhibit C). The number of turbines in each corridor, the spacing between turbines, and their precise locations within the corridor will be determined prior to construction by the Applicant, based on the wind turbine models selected and various siting criteria, such as terrain and noise. Figure B-2 shows the frequency and direction of wind in the project area.

Because the Applicant seeks Energy Facility Siting Council (Council) approval to select from a range of defined options with respect to turbine vendor and size, number of turbines, and their locations within turbine corridors, the studies and analyses provided in this Application for Site Certificate Application (ASC) are based on a worst case approach tailored for each resource subject to a Council standard. For example, for the scenic and aesthetic evaluation, both the Maximum Turbine Layout and the Minimum Turbine Layout were analyzed and the layout having the maximum impact is described in detail in the appropriate exhibit of this ASC. Similarly, for wetlands, fish and wildlife habitat, and threatened and endangered species, all areas within the proposed turbine

corridors have been surveyed and the impact calculations for these resources, presented in Exhibits J, P, and Q, respectively, reflect the maximum potential impacts from the Project.

B.1.4 Project Roads

Existing roads within the Project are typically 16 to 24 feet wide. Improvements for construction vehicles generally will involve providing an all-weather surface for roads with a gravel surface. Existing intersections will be widened as needed to allow trucks to maneuver into and out of the construction area. A turning radius of 130 to 150 feet is needed.

In areas where there are no roads near proposed wind turbine strings, new access roads (16 feet wide with 2-foot shoulders) will be constructed. Permanent turnaround areas will be situated at the end of each turbine string. Approximately 50 miles of new access roads and turnaround areas will be constructed. During construction, temporary disturbance will occur an average of 8 feet on each side of the road.

B.1.5 Meteorological Towers and SCADA

Up to six meteorological towers will be placed throughout the project site. The meteorological towers will collect wind resource data. These towers will be unguyed tubular structures up to approximately 85 meters (279 feet) tall.

In addition, a supervisory control and data acquisition (SCADA) system will be installed at the Project. The SCADA system will assist with the remote operation of the wind turbines, collect operating data from each wind turbine, and archive wind and performance data from various sources. The SCADA system will be linked (via fiber optic cables or other means of communication) to a central computer in the O&M facility. Where linked via fiber optic or other type of cables, those cables will generally be installed alongside the power collection conductors.

B.1.6 Power Collection System

The Project's electrical system will consist of: (1) a power collection system, which will collect energy generated by each wind turbine, increase voltage through a pad-mounted transformer, and deliver it via electric cables to (2) the Project substations, where transformers will further increase the voltage of energy so that it can be transmitted via a high-voltage transmission line that will deliver power from the project substation to BPA.

Each wind turbine will generate power at approximately 690 volts (voltage could vary, depending on the turbine model ultimately selected for the Project). A transformer next to each tower will increase the voltage to 34.5 kV. From the transformer, power will be transmitted via electric cables. The cables will be buried, 3 or more feet below the ground surface, in a trench up to 3 feet wide. In areas where collector cables from several strings of turbines follow the same alignment (for example, near the Project

substation), multiple sets of cables could be installed in parallel trenches up to 50 feet wide. There will be approximately 62 miles of underground electric cable corridor.

In some locations, the collector lines may be constructed aboveground, on pole or tower structures. Aboveground structures allow the collector cables to span terrain such as canyons, native grasslands, wetlands, and intermittent streams, thus reducing environmental impacts, where multiple collection circuits run in parallel, or to span cultivated areas, thus reducing impacts to farming. If used, overhead structures will generally be about 35 feet tall.

B.1.7 Substations, Transmission Lines and Interconnection to BPA

There will be two project substations that will deliver power to the BPA high-voltage transmission system.

The Project will interconnect with the BPA system by constructing a new substation in the eastern section of the project site on a graveled and fenced area of up to 2 acres, with a transformer, switching equipment and parking area. A transmission line approximately 4 to 5 miles long, (see Figure C-2 in Exhibit C), would be built to the north side of Klondike Schoolhouse Substation.

The second project substation would be in the western section of the project site; it also would be approximately 2 acres, with a transformer, switching equipment and parking area. A transmission line approximately 11 miles long (see Figure C-2 in Exhibit C) would be constructed from this substation to BPA's John Day substation.

B.1.8 O&M Facility

The O&M facility will be on up to 5 acres of land with approximately 5,000 square feet of enclosed space, including office and workshop areas, control room, kitchen, bathroom, shower, and other facilities typical of this type of facility. Water for the bathroom and kitchen will be acquired from an onsite well constructed by a licensed contractor according to local and state requirements. Water use is not expected to exceed 5,000 gallons per day. Domestic wastewater generated at the O&M facility will drain into an onsite septic system. A graveled parking area for employees, visitors, and equipment will be located in the vicinity of the building. The O&M facility will be located at one of two locations shown on Figure C-2.

B.1.9 Laydown Areas and Access Roads

Construction of the Project will require improving and widening some existing county roads and constructing new roads to provide access for construction vehicles. Use of the new roads will continue during operation of the Project. The Project will also require laydown areas during construction for the delivery of wind turbines and other parts and equipment.

There will be up to seven principal, temporary laydown areas for the staging of construction equipment, wind turbines and their components, towers, and other parts,

facilities, and equipment. Each laydown area will be covered with gravel. The gravel will be removed and the area restored after construction has been completed.

In addition to the permanent access roads, temporary access roads or areas, each up to 36 feet wide, might be required for construction of some facilities.

B.2 SITE PLAN

(iii) *A site plan and general arrangement of buildings, equipment, and structures.*

Response: The site plan map showing the general arrangement of project facilities is Figure C-2

B.3 FUEL AND CHEMICAL STORAGE FACILITIES

(iv) *Fuel and chemical storage facilities, including structures and systems for spill containment;*

Response: Limited quantities of lubricants, cleaners and detergents will be stored inside at the O&M building. No fuel will be stored on site.

B.4 FIRE PREVENTION

(v) *Equipment and systems for fire prevention and control.*

Response: The wind turbines will be equipped with built-in fire prevention measures that allow the turbines to shut down automatically before mechanical problems create excess heat or sparks. The use of underground power collector cables substantially reduces the risk of fire from short circuits caused by wildlife or lightning. Most of the Project's new access roads are oriented perpendicular to the prevailing winds and thus serve as effective fire breaks. After construction has been completed, there will be no welding, cutting, grinding, or other flame- or spark-producing operations near the turbines.

All onsite employees for both construction and operations will receive annual fire prevention and response training by a professional fire safety training firm. The appropriate Sherman County volunteer fire departments will be asked to participate in this training. Employees will be prohibited from smoking outside of company vehicles during dry summer months.

Each onsite company vehicle will contain a fire extinguisher, water spray can, shovel, Emergency Response procedures book, and a two-way radio for immediate communications with the O&M facility. The O&M facility staff will coordinate fire response efforts. Water-carrying trailers (water buffaloes) will be present at appropriate locations around the Project to be determined in consultation with the local fire

departments. A water buffalo will be brought to any job site where there is a substantial risk of fire. Each water buffalo will have a capacity of 500 gallons and be equipped with a pump and hoses. The water buffaloes can be towed by a number of vehicles, including service trucks and pickup trucks; such vehicles will be present in sufficient numbers at all times during construction and operation of the Project. All local fire departments will have maps of and gate keys to the project site.

B.5 SOURCE OF FUELS, FUEL CYCLES, ELECTRICAL LOADS, ENERGY FLOW, AND EXCESS HEAT DISPOSAL

(vi) *For thermal power plants:*

- (I) *A discussion of the source, quantity and availability of all fuels used to generate electricity or useful thermal energy.*
- (II) *Process flow, including power cycle and steam cycle diagrams to describe the energy flows within the system;*
- (III) *Equipment and systems for disposal of waste heat;*
- (IV) *The fuel chargeable to power heat rate;*

Response: Not applicable

B.6 UNDERGROUND GAS STORAGE

(vii) *For surface facilities related to underground gas storage, estimated daily injection and withdrawal rates, horsepower compression required to operate at design injection or withdrawal rates, operating pressure range and fuel type of compressors.*

Response: Not Applicable

B.7 LIQUEFIED NATURAL GAS STORAGE

(viii) *For facilities to store liquefied natural gas, the volume, maximum pressure, liquefaction and gasification capacity in thousand cubic feet per hour.*

Response: Not applicable

B.8 DESCRIPTION OF RELATED OR SUPPORTING FACILITIES

OAR 345-021-0010(1)(b)(B) *A description of major components, structures, and systems of each related or supporting facility.*

Response: Some existing county roads and intersections would have to be improved to allow construction equipment to access the site. Improvements could involve widening roads to 24 feet or re-surfacing with gravel or asphalt. Intersections would be widened to achieve the necessary 130- to 150-foot radius required by large trucks delivering project components.

Electrical service to the O&M buildings will be provided by Wasco Electric Cooperative. At the Highway 97 location is used for the O&M facility location, electric distribution wires will have to be extended to the location from the existing Wasco Electric Cooperative distribution system. The nearest existing distribution lines are about 5/8 mile from this O&M building site. If the Woods Lane O&M location is used, the existing distribution line will require a short tap to provide service from the existing line on Woods Lane.

B.9 DIMENSIONS OF MAJOR STRUCTURES AND FEATURES

OAR 345-021-0010(1)(b)(C) *The approximate dimensions of major facility structures and visible features.*

Response: Dimensions of major facility structures are as follows:

- Turbines up to 80 meter hub height and up to 96 meter rotor diameter
- Permanent project roads will be approximately 20 feet wide, including shoulders
- Met towers will be approximately 85 meters high
- Substations will occupy approximately 2 acres each; the O&M facility will be 5 acres
- One 230 kV transmission line 4 to 5 miles long using monopole structures, and one 500 kV transmission line approximately 11 miles long.

B.10 CORRIDOR EVALUATION AND SELECTION

OAR 345-021-0010(1)(b)(D) *If the proposed energy facility is a pipeline or a transmission line or has, as a related or supporting facility, a transmission line or pipeline, that, by itself, is an energy facility under the definition in ORS 469.300, a corridor selection assessment explaining how the Applicant selected the corridor(s) for analysis in the application. In the assessment, the Applicant shall evaluate the corridor adjustments the Department has described in the Project order, if any. The Applicant may select any corridor for analysis in the application and may select more than one corridor. However, if the Applicant selects a new corridor, then the Applicant*

must explain why the Applicant did not present the new corridor for comment at an informational meeting under OAR 345-015-0130. In the assessment, the Applicant shall discuss the reasons for selecting the corridor(s), based upon evaluation of the following factors:

- (i) Least disturbance to streams, rivers and wetlands during construction;*
- (ii) Least percentage of the total length of the pipeline or transmission line that would be located within areas of Habitat Category 1, as described by the Oregon Department of Fish and Wildlife;*
- (iii) Greatest percentage of the total length of the pipeline or transmission line that would be located within or adjacent to public roads, as defined in ORS 368.001, and existing pipeline or transmission line rights-of-way;*
- (iv) Least percentage of the total length of the pipeline or transmission line that would be located within lands that require zone changes, variances or exceptions;*
- (v) Least percentage of the total length of the pipeline or transmission line that would be located in a protected area as described in OAR 345-022-0040;*
- (vi) Least disturbance to areas where historical, cultural or archaeological resources are likely to exist; and*
- (vii) Greatest percentage of the total length of the pipeline or transmission line that would be located to avoid seismic, geological and soils hazards;*
- (viii) Least percentage of the total length of the pipeline or transmission line that would be located within lands zoned for exclusive farm use;*

Response: The Project is not a pipeline or transmission line, and does not have, as a related or supporting facility, a pipeline or transmission line that by itself meets the definition of an energy facility.

B.11 PIPELINE AND TRANSMISSION LINE

OAR 345-021-0010(1)(b)(E) *For any pipeline or transmission line, regardless of size:*

- (i) The length of the pipeline or transmission line.*

Response: There are no pipelines associated with the Project. The transmission line from the southeast substation to the BPA facilities on the north side of the Klondike Schoolhouse Substation is approximately 4 to 5 miles long. The transmission line from the west substation to the John Day substation is approximately 11 miles long.

- (ii) The proposed right-of-way width of the pipeline or transmission line, including to what extent new right-of-way will be required or existing right-of-way will be widened.*

Response: The transmission line from the southeast substation to the BPA facilities on the north side of the Klondike area will occupy an existing transmission corridor currently owned by Wasco Electric Cooperative (WEC). The project transmission poles will be used to under-build the WEC line.

The right-of-way for the transmission line to the John Day substation will be 200 feet wide. Approximately 6 miles of this transmission line will be parallel to existing BPA right-of-way.

- (iii) *If the proposed corridor follows or includes public right-of-way, a description of where the facility would be located within the public right-of-way, to the extent known. If the Applicant proposes to locate all or part of a pipeline or transmission line adjacent to but not within the public right-of-way, describe the reasons for locating the facility outside the public right-of-way. The application must include a set of clear and objective criteria and a description of the type of evidence that would support locating the facility outside the public right-of-way, based on those criteria.*

Response: As stated above, the transmission line from the southeast substation is proposed to be located within the existing 40-foot wide Wasco Electric Cooperative right-of-way. A portion of the 11 mile transmission line from the west substation to BPA's John Day substation will be located adjacent and parallel to the BPA 500 kV transmission line right-of-way.

- (iv) *For pipelines, the operating pressure and delivery capacity in thousand cubic feet per day and the diameter and location, above or below ground, of each pipeline.*

Response: Not applicable

- (v) *For transmission lines, the rated voltage, load carrying capacity, and type of current and a description of the transmission line structures and their dimensions.*

Response: One transmission line will be 230 kV; the other will be 500kV. Each line will have a load carrying capacity adequate for the peak capacity of all of the connected turbines. The transmission line to John Day substation will be approximately 11 miles long strung on 117 foot high tubular steel or concrete towers; the transmission line to Klondike Schoolhouse substation will be approximately 4 to 5 miles long strung on 100 to 110-foot high tubular steel or concrete towers.

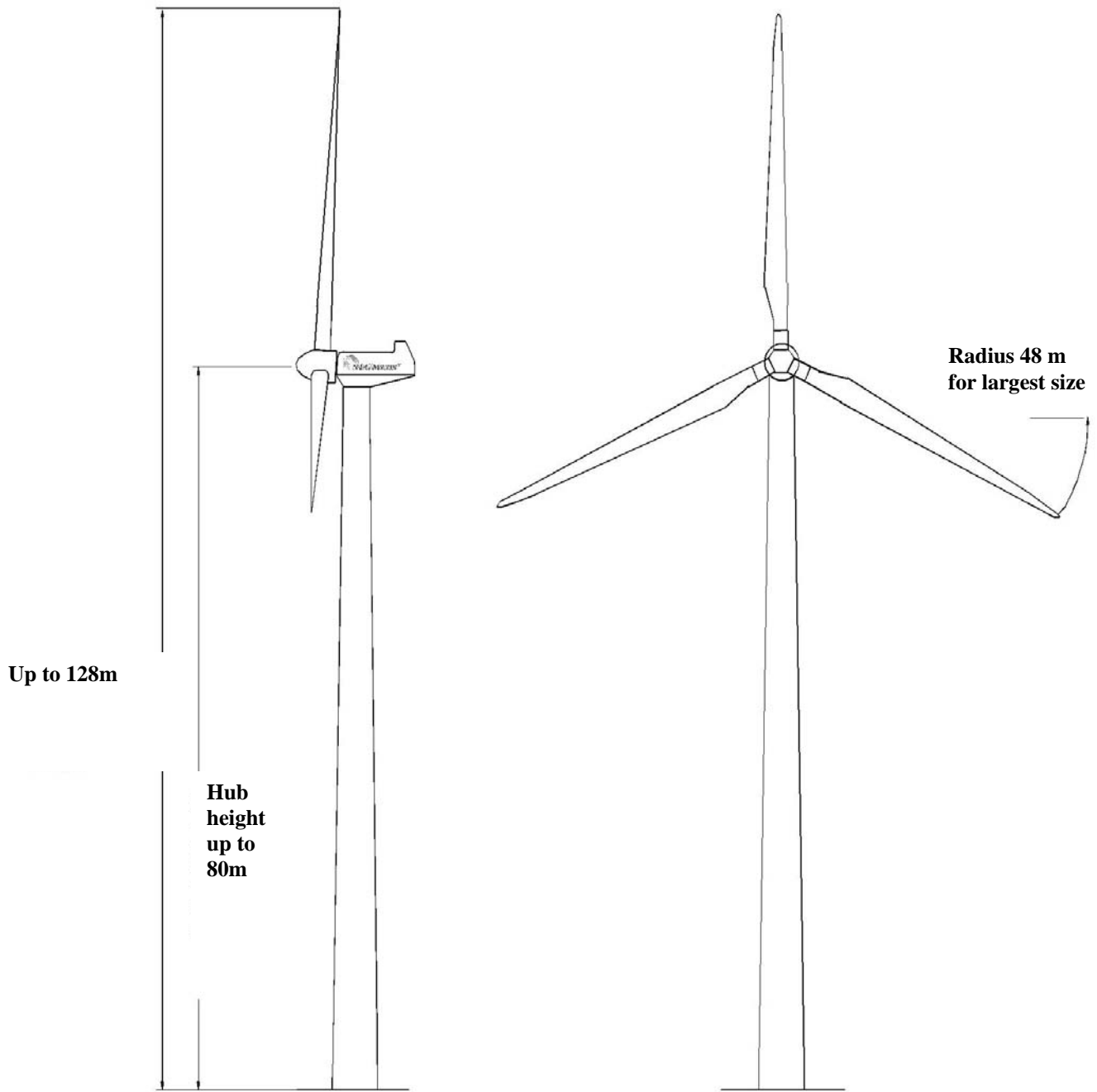
B.12 CONSTRUCTION SCHEDULE

OAR 345-021-0010(1)(b)(F) *A construction schedule including the date by which the Applicant proposes to begin construction and the date by which the Applicant proposes to complete construction. Construction is identified in OAR 345-001-0010. The Applicant shall describe in this exhibit all work on the site that the Applicant intends to begin before the Council issues a site certificate. The Applicant shall include an estimate of the cost of that work. For the purposes of this exhibit, "work on the site" means any work within a site or corridor, other than surveying,*

exploration or other activities to define or characterize the site or corridor, that the Applicant anticipates or has performed as of the time of submitting the application.

Response: The Applicant proposes to begin construction in May 2008, and complete construction by December 31, 2008. Prior to obtaining the Site Certificate, the Applicant proposes to do no work other than surveys (environmental surveys, geotechnical explorations, and similar survey work).

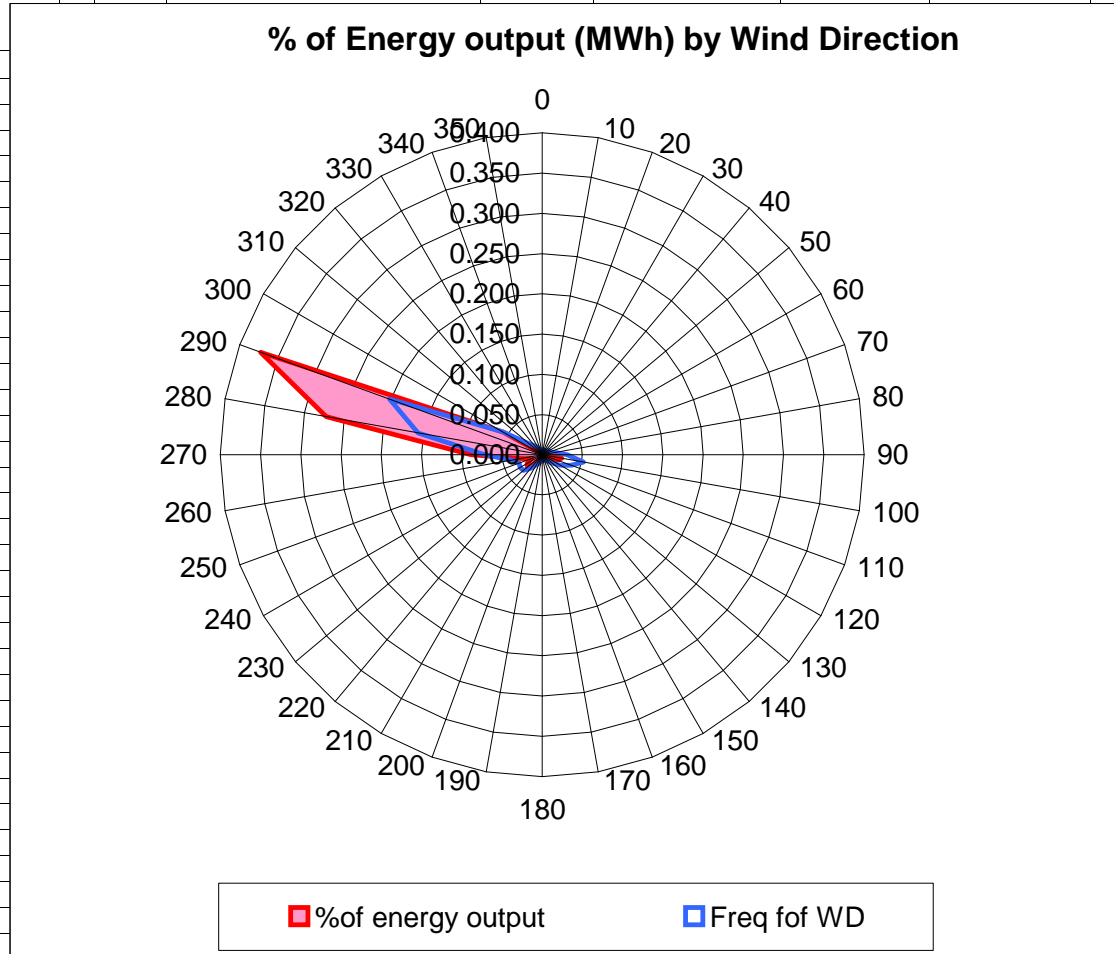
FIGURES



Golden Hills Wind Project
Figure B-1

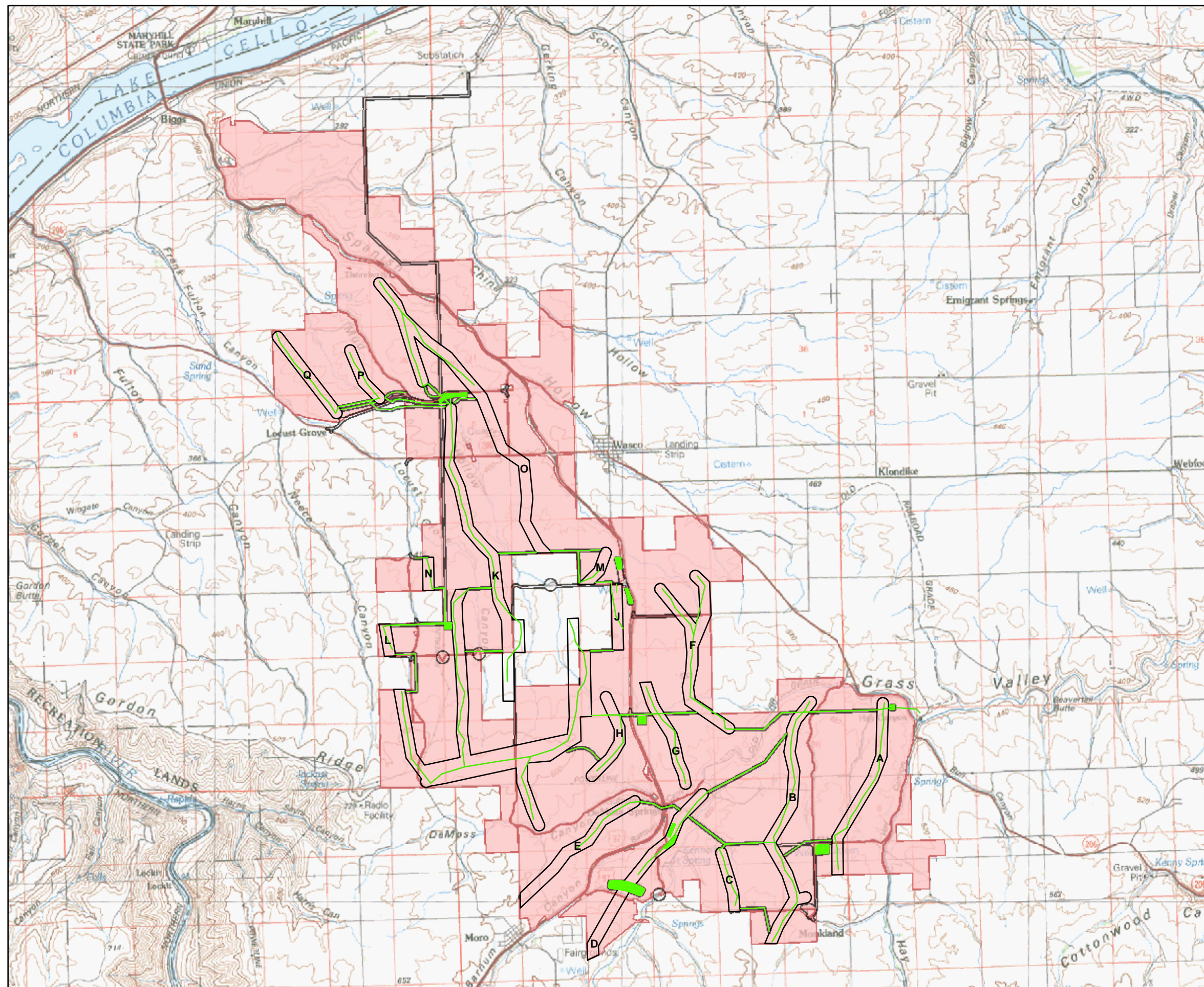
Figure B-2

3702							10deg Wind Rose by measured data. (un-weighted)							
Location:		Pinkerton, Sherman County, OR												
Last Revised:		21-May-07					Possible DATA:		8760		Hub Height :		80.00 m	
First Date		01-May-04					Valid DATA:		8453		** hub height WS calculated by 12x24 shear			
Last Date		30-Apr-05					% of Valid DATA:		96%		Assumed turbine type =		C96_2500_1.20 (For reference only)	
WD_BIN 30 deg	Count	Freq fof WD	Average of 80mWS sheared	Sum of C96_250 0_1.20	%of energy output									
0	42	0.005	2.51	2	0.000									
10	47	0.006	2.49	1	0.000									
20	38	0.004	3.39	6	0.001									
30	39	0.005	2.41	1	0.000									
40	56	0.007	3.43	9	0.001									
50	61	0.007	3.33	9	0.001									
60	84	0.010	4.11	23	0.003									
70	75	0.009	4.71	23	0.003									
80	146	0.017	5.46	73	0.010									
90	261	0.031	5.41	110	0.015									
100	441	0.052	5.45	185	0.025									
110	321	0.038	5.60	152	0.020									
120	222	0.026	4.21	37	0.005									
130	133	0.016	3.52	13	0.002									
140	89	0.011	3.50	7	0.001									
150	69	0.008	3.06	6	0.001									
160	45	0.005	2.91	2	0.000									
170	38	0.004	2.66	2	0.000									
180	61	0.007	3.31	10	0.001									
190	70	0.008	4.09	19	0.002									
200	97	0.011	4.55	33	0.004									
210	121	0.014	5.28	57	0.008									
220	186	0.022	5.93	115	0.015									
230	260	0.031	6.48	178	0.024									
240	268	0.032	6.18	162	0.021									
250	259	0.031	5.27	105	0.014									
260	324	0.038	6.25	203	0.027									
270	605	0.072	8.02	664	0.088									
280	1324	0.157	9.80	2053	0.272									
290	1709	0.202	10.24	2805	0.372									
300	475	0.056	7.29	425	0.056									
310	178	0.021	4.42	37	0.005									
320	117	0.014	3.04	8	0.001									
330	84	0.010	3.02	5	0.001									
340	55	0.007	2.61	3	0.000									
350	53	0.006	2.1	1	0.000									
Grand Total	8453	1.000	7.092	7539	1.000									






Golden Hills Wind Project

FIGURE B-3 Disturbance Areas



Legend

-  Disturbance Areas
-  Survey Corridors
-  Lease Area



Data Sources:

- 30x60 USGS Quadrangles:
 - Condon, OR 1981
 - Goldendale, OR-WA 1980
 - Hood River, OR-WA 1982
 - Toppenish, WA 1979

Oregon Geospatial Enterprise Office (GEO)



EXHIBIT C**PROPOSED LOCATION AND MAPS**

OAR 345-021-0010(1)(c)

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FIGURES (*located after text*)

- C-1 Project Vicinity
- C-2 Wind Farm Facilities

C.1 INTRODUCTION

OAR 345-021-0010(1)(c) *Information about the location of the proposed facility, including:*

C.2 MAPS

OAR 345-021-0010(1)(c)(A) *A map or maps showing the proposed locations of the energy facility site, all related or supporting facility sites and all areas that might be temporarily disturbed during construction of the facility in relation to major roads, water bodies, cities and towns, important landmarks and topographic features, using a scale of 1 inch = 2000 feet or smaller when necessary to show detail; and*

Response: Figure C-1 shows the project area and surrounding vicinity, including major roads, water bodies, cities and towns, and topography. Figure B-3 shows the areas that might be temporarily disturbed during construction. Figure C-2 shows the project components such as turbine corridors, project access roads, laydown areas, substations, O&M facility, and transmission corridors.

C.3 LOCATION OF FACILITY COMPONENTS

OAR 345-021-0010(1)(c)(B) *A description of the location of the proposed energy facility site, the proposed site of each related or supporting facility and areas of temporary disturbance, including the approximate land area of each. If a proposed pipeline or transmission line is to follow an existing road, pipeline, or transmission line, the applicant shall state to which side of the existing road, pipeline, or transmission line the proposed facility will run, to the extent it is known.*

Response: The proposed facility site is located near Wasco in Sherman County, Oregon. It is located on parcels consisting of approximately 30,000 acres owned by several landowners, which have been leased in whole or in part to the Applicant for the development of the proposed facility. The property is located in the Townships 1 and 2 North and Ranges 17, 18 and 19 East Sections. It is accessed by traveling approximately 7 miles south on U.S. Highway 97 from its intersection with Interstate 84. The proposed Golden Hills Wind Farm will be located on approximately 104 acres of the leased area. Up to 1043 acres of additional leased area would be temporarily impacted to varying degrees due to underground collector system construction, material and equipment staging, crane movement, or other activities that will not permanently affect the use of the land. The proposed facility would have up to 267 wind generating turbines.

The Project would deliver electric power to BPA at two separate interconnection points as shown on Figure C-2. The easterly turbine arrays would be connected to a collector substation in the southeast corner of the Project. That collector substation would be connected to BPA's system on the north side of the Klondike Schoolhouse Substation via a new above ground transmission line. The westerly and northern turbine arrays would be connected to a substation on the west side of the Project. That collector substation would be connected to BPA's John Day Substation via a new above ground transmission line.

Two separate locations for the O&M facility are under consideration, only one of which will be constructed. One location is central to the turbine arrays near state Highway 97. The alternate location is in the southeast corner of the Project at the intersection of Nish Road and Woods Lane.

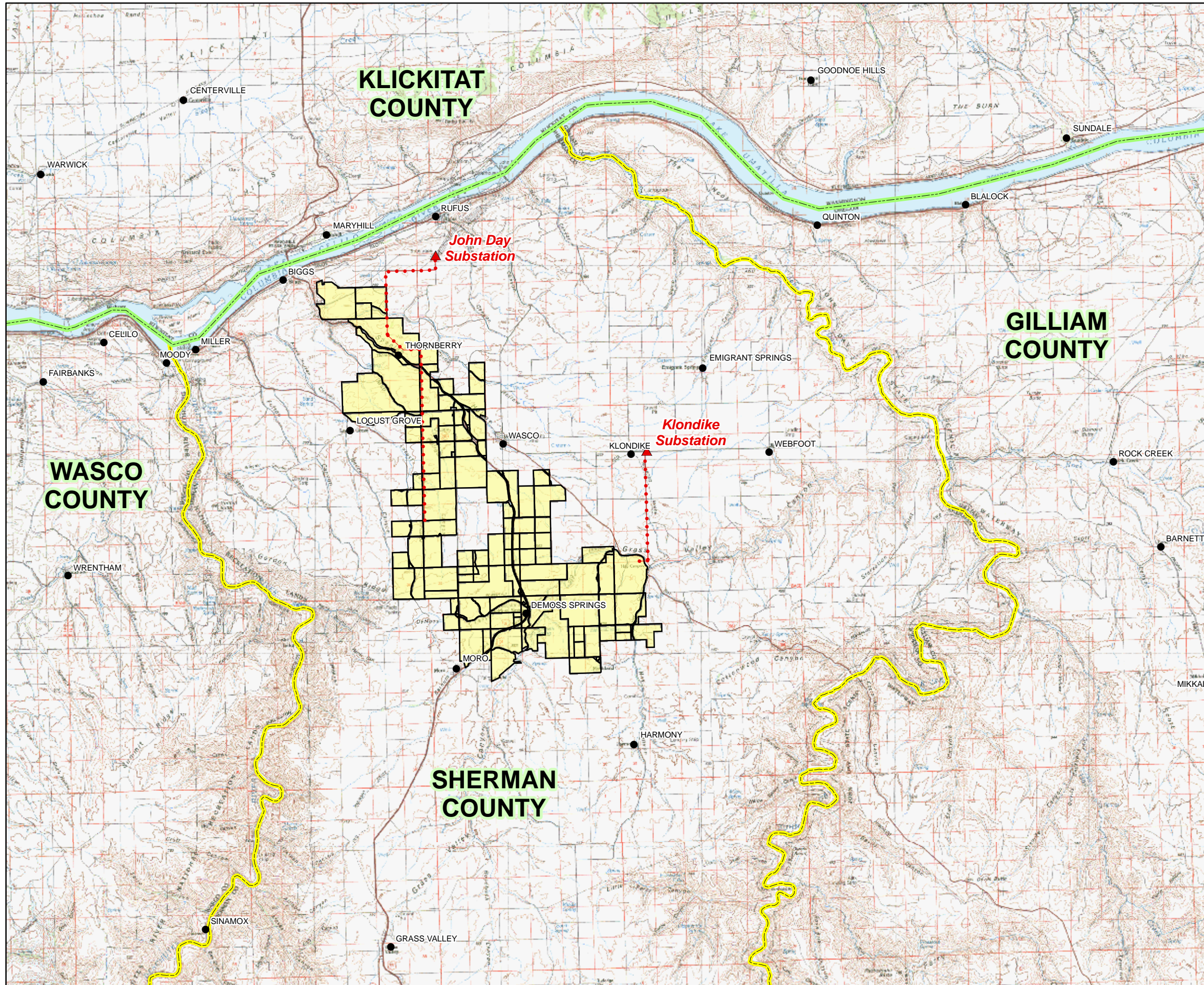
The local electric service provider for both locations is Wasco Electric Cooperative. Local electric service to the O&M building near Highway 97 would likely be provided by an extension of the distribution line that currently serves a residence, a distance of about 5/8 mile along roadways. The prospective O&M facility location in the southeast corner of the Project is already served by an electric distribution line on Woods Lane, so there should not be any need for significant new construction.

There is no gas pipeline or water supply pipeline associated with this Project.

FIGURES

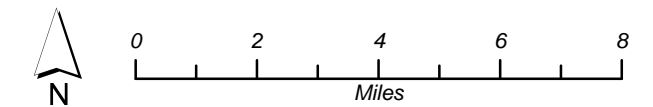
Golden Hills Wind Project

FIGURE C-1 Project Vicinity



Legend

- ▲ Approximate Substation Locations
- Transmission Line
- State Boundary
- County Boundary
- Lease Area



Data Sources:

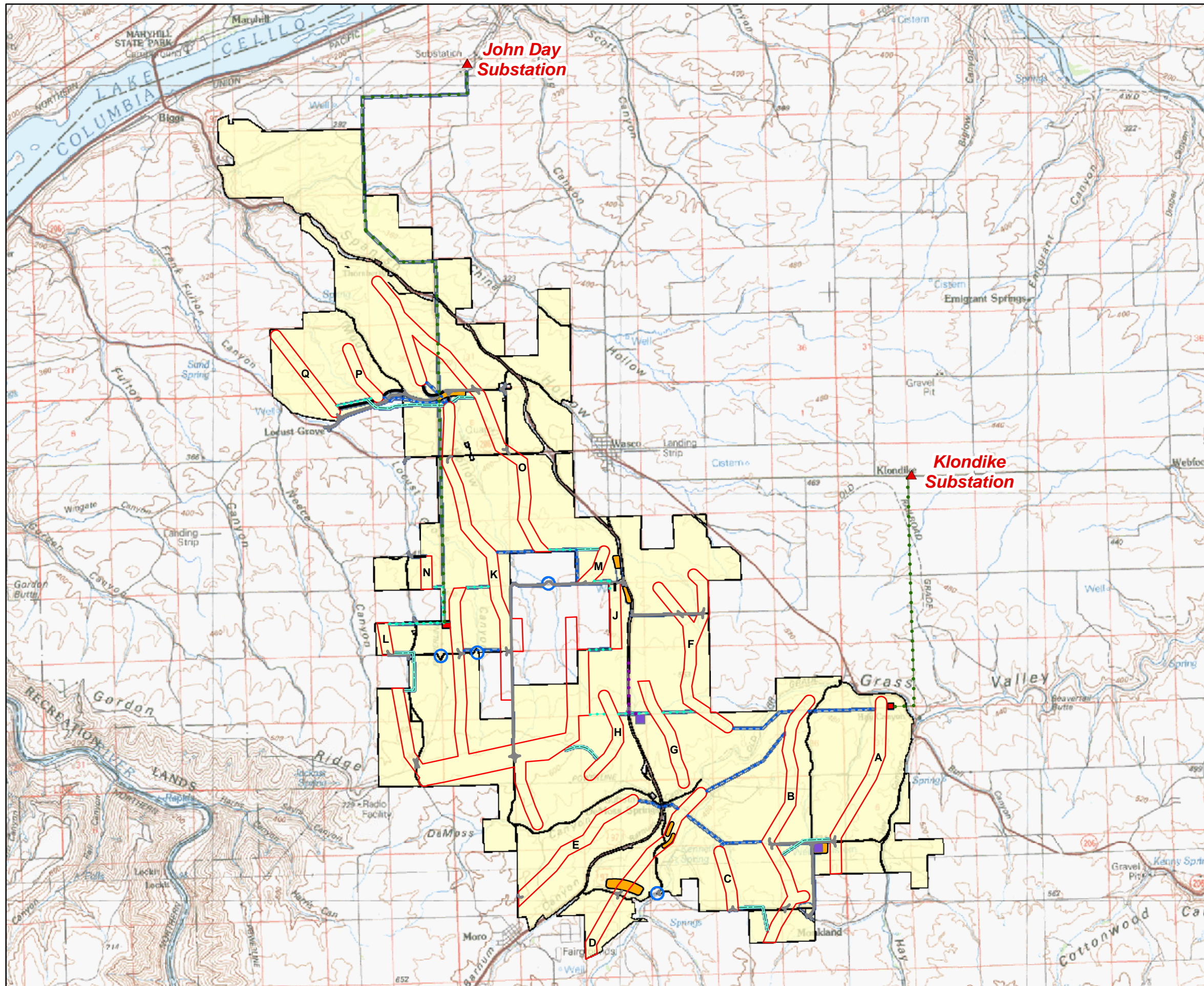
- 30x60 USGS Quadrangles:
 - Condon, OR 1981
 - Goldendale, OR-WA 1980
 - Hood River, OR-WA 1982
 - Toppenish, WA 1979

Oregon Geospatial Enterprise Office (GEO)



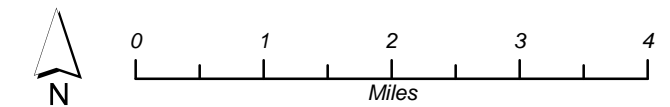
Golden Hills Wind Project

FIGURE C-2 Wind Farm Facilities



Legend

- ▲ Approximate BPA Substation Locations
- - - Transmission Line
- - - Underground Collector
- - - Crane Path and Underground Collector
- - - Crane Path
- New Road
- Existing Road Improvement
- Connector Corridors
- Bridge area
- Laydown
- O&M Building
- Substation
- Survey Corridors



Data Sources:

30x60 USGS Quadrangles:
 Condon, OR 1981
 Goldendale, OR-WA 1980
 Hood River, OR-WA 1982
 Toppenish, WA 1979

Oregon Geospatial Enterprise Office (GEO)



EXHIBIT D**ORGANIZATIONAL, MANAGERIAL, AND TECHNICAL EXPERTISE**

OAR 345-021-0010(1)(d)

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ATTACHMENT

D-1 Company and Personnel Experience

D.1 INTRODUCTION

OAR 345-021-0010(1)(d) *Information about the organizational expertise of the applicant to construct and operate the proposed facility, providing evidence to support a finding by the Council as required by OAR 345-022-0010, including:*

D.2 APPLICANT'S PREVIOUS EXPERIENCE

OAR 345-021-0010(1)(d)(A) *The applicant's previous experience, if any, in constructing and operating similar facilities;*

Response: BPAE, in 50 percent partnership with Babcock & Brown, is currently constructing a 300 MW wind facility in northern Colorado. BPAE is in the engineering phase of three wind projects totaling 230 MW, all of which will start construction in the fall of 2007. Currently, BPAE operates one 11 MW facility in southern California. By the first quarter of 2008, BPAE expects to have operating responsibilities for 230 MW of wind projects in Texas and California. (See Attachment D-1)

D.3 QUALIFICATION OF APPLICANT'S PERSONNEL

OAR 345-021-0010(1)(d)(B) *The qualifications of the applicant's personnel who will be responsible for constructing and operating the facility, to the extent that the identities of such personnel are known when the application is submitted;*

Response: The BPAE construction management team is comprised of individuals with long track records in the power industry and who have experience in dealing with complex construction projects. In support of the construction management team, BPAE has internal discipline engineers that review all contracted engineering work (see Attachment D-1).

BPAE currently has a small operations staff that has experience in a variety of power asset management roles. BPAE is planning on increasing its operations staff as wind facilities come on line. BPAE is supported in its operation growth by industry consultants and operations contractors who provide advice and service based on years of operation experience.

D.4 QUALIFICATIONS OF KNOWN CONTRACTORS

OAR 345-021-0010(1)(d)(C) *The qualifications of any architect, engineer, major component vendor, or prime contractor upon whom the applicant will rely in constructing and operating the facility, to the extent that the identities of such persons are known when the application is submitted;*

Response: Contractors for this Project have not yet been selected. It is BPAE's intent to use engineers, contractors and vendors with significant experience in the wind industry. For projects that are currently in construction or in the engineering stage, BPAE has contracted with Barr Engineers, Power Engineers, MA Mortensen, and Vestas as well as

others that possess the requisite experience to engineer and construct a high quality wind project (see attachment D-1).

D.5 APPLICANT'S PAST PERFORMANCE

OAR 345-021-0010(1)(d)(D) *The past performance of the applicant, including but not limited to the number and severity of any regulatory citations in constructing or operating a facility, type of equipment, or process similar to the proposed facility;*

Response: BPAE appreciates the need to be good corporate citizens and therefore always seeks to be compliant with applicable regulations. BPAE has a rigorous internal health, safety, legal and environmental review process to ensure that it is in compliance with all applicable laws and regulations for the Project. Each project, including the Golden Hills Wind Farm, must go through this review as part of the internal BPAE project approval process. BPAE has strictly complied with all applicable regulations in its projects to date and has the mechanisms in place to continue to do so.

D.6 APPLICANT WITH NO PREVIOUS EXPERIENCE

OAR 345-021-0010(1)(d)(E) *If the applicant has no previous experience in constructing or operating similar facilities and has not identified a prime contractor for construction or operation of the proposed facility, other evidence that the applicant can successfully construct and operate the proposed facility. The applicant may include, as evidence, a warranty that it will, through contracts, secure the necessary expertise; and*

Response: Not applicable.

D.7 ISO CERTIFIED PROGRAM

OAR 345-021-0010(1)(d)(F) *If the applicant has an ISO 9000 or ISO 14000 certified program and proposes to design, construct and operate the facility according to that program, a description of the program;*

Response: BPAE does not have an ISO certified program applicable to this facility.

D.8 MITIGATION

OAR 345-021-0010(1)(d)(G) *If the applicant relies on mitigation to demonstrate compliance with any standards of Division 22 or 24 of this chapter, evidence that the applicant can successfully complete such proposed mitigation, including past experience with other projects and the qualifications and experience of personnel upon whom the applicant will rely, to the extent that the identities of such persons are known at the date of submittal.*

Response: BPAE will mitigate habitat native tall grass prairie impacts at its Elk River Project in Kansas. It will also mitigate habitat for the listed black capped vireo at its Silver Star Project in Texas. BPAE will select qualified, experienced consulting and construction firms to design, construct and monitor any natural resource mitigation required for the Golden Hills Project.

ATTACHMENT D-1
COMPANY AND PERSONNEL EXPERIENCE

COMPANY QUALIFICATIONS

Successful development of a commercial utility-scale wind energy project is largely dependent upon the expertise and resources of the companies involved. BPAE has assembled a team of professionals and well-respected companies in their respective fields to ensure the successful development, financing, construction, and operation of the Project. The following sections provide a brief introduction to some of the Project participants.

Developer & Sponsor

The Project is being developed by BPAE. Launched in November 2005, BPAE combines all of BP's interests in zero- and low-carbon power generation: wind, solar, hydrogen and gas-fired power generation. BP expects to rapidly grow BPAE to become a material contributor to the company's performance and anticipates investing up to \$8 billion in the businesses over the next ten years. More information can be found at www.bpalternativenergy.com.

Project Team

BPAE brings together personnel from many sectors necessary to develop a wind power project. A few of the many staff members who are involved in this Project are listed below. Kelly O'Brien is the designated Business Developer who is responsible for submitting this application and development of the Project.

Tim Stastny – Director, Engineering, Procurement, and Construction

Currently responsible for overseeing the divisions of BPAE responsible for engineering, procurement, and construction, Mr. Stastny has extensive experience in power development and construction management. Most recently Vice President of Business Development in Asia for BP Global Power, Mr. Stastny held a variety of engineering manager roles, including Engineering & Construction Manager; Drilling Manager, Workovers & Completions; Research & Engineering Manager; Lead Project Engineer, and Director, Business Development for Amoco Power Resources. He holds a BS in Metallurgical Engineering from Michigan State University.

Craig Carson – Director, Asset Operation

Mr. Carson has more than twenty years experience in power generation, having served in project management, asset management, business development and operations functions. His experience includes facilities utilizing natural gas, wind, coal, oil, wood waste and petroleum coke. Prior to joining BP Alternative Energy, Mr. Carson was Director, Commercial Power Assets for ConocoPhillips where he was responsible for constructing and operating their North American power facilities. Mr. Carson has also worked at Sargent & Lundy Engineers, Polsky Energy and served 10 years in the US Navy. He has a BS Mechanical Engineering from the University of Illinois at Chicago and an MBA from the Kellogg School of Management at Northwestern University.

Rene Braud – Environmental Advisor, Wind

Ms. Braud joined BP Alternative Energy in November 2006 managing environmental issues for BPAE’s Wind Team. Prior to joining BPAE, Rene worked for FPL Energy on wind siting. Ms. Braud is a biologist with over 25 years of experience with environment issues, and over five years dealing exclusively with wind power projects. She is active in the National Wind Coordinating Collaborative and the American Wind Energy Association and a core member of AWEA’s siting committee. Ms. Braud’s main responsibilities are managing environmental due diligence and ensuring that environmental studies and permitting of new sites are complete. The development of any new site requires an understanding of issues such as avian, bats, and other wildlife; as well as, wetlands, cultural resources, and potential site contamination. It also involves a working knowledge of federal, state, and local regulatory issues. Ms. Braud holds degrees in biology, chemistry, and law.

Al Germain – Director of Wind Resources

Mr. Germain is the Director of Wind Resources for BP Alternative Energy; responsible for managing site identification, data acquisition, wind resource assessment and site design. Mr. Germain has more than 20 years of experience in the wind industry. Prior to joining BP Alternative Energy, he worked as Lead Meteorologist with Orion Energy, LLC, Kenetech Windpower Inc., FloWind Corporation and as a consultant to energy companies in the United States, Europe and Asia. He has led assessment and design efforts for over 1,500 megawatts of installed wind energy capacity. Mr. Germain received a BS degree in Agricultural Engineering from the University of Wisconsin, and a Master’s degree in Mechanical Engineering and Atmospheric Science from Oregon State University.

Kelly O’Brien – Director, Wind Power Development

Kelly has over 15 years experience in the energy industry. She began her career in natural gas and capacity trading and supply optimization working for the third largest shipper on the Florida Gas Transmission pipeline system. From there, she moved to the supply side as a manager of gas origination for Duke Energy Trading and Marketing. In 1997, she joined Duke’s fledgling development group and spent the next six years developing natural gas-fired power plant projects throughout the United States and was responsible for nearly \$2 billion in projects that came on-line in 2001 and 2002. In 2005, Kelly joined FPL Energy’s wind team developing projects in several states, including a 99 MW wind farm in Minnesota that reached commercial operation fourth quarter 2006. She joined BP Alternative Energy in mid-2006 as a director of wind development in the western region. She currently has projects in various stages of development in WY, OR, WA and ID. Kelly is a graduate of the University of Florida with a BS in Business Administration.

Projects Completed

BPAE has completed the development of a number of wind power projects overseas. Within the US, members of the BPAE team completed development of the 150 MW Elk River I Wind Farm facility in early 2005. After completing a PPA with The Empire District Electric Company, Greenlight Energy, Inc. (now a wholly-owned subsidiary of BPAE) sold the facility to PPM

Energy, Inc. The \$200,000,000 facility began commercial operations on December 15, 2005. The Elk River I Wind Farm provides sufficient power to supply 42,000 households.

In December 2005, Public Service Company of Colorado (subsidiary of Xcel Energy) awarded Greenlight Energy a 300 MW contract for its Cedar Creek Project. BPAE has assumed the construction of the facility after the acquisition of Greenlight, and the facility will begin operation later this year.

A list of projects completed over the last several years by members of the BPAE team can be found below:

- Elk River Wind Farm, KS
- Cedar Creek Wind Farm, CO
- Wyoming Wind Energy Center, WY
- Green Mountain Energy Wind Farm at Brazos, TX
- Waymart Wind Energy Center, PA
- Indian Mesa Wind Farm, TX
- Green Mountain Wind Farm, PA
- Delaware Mountain Wind Farm, TX

BPAE is structured to manage a project through all of the various stages of development. From its business development team identifying and developing a project, to its wind resource, environmental and transmission personnel assessing the project's viability and supporting its permitting and interconnection; to its engineering staff who oversee the project's eventual construction and operation, BPAE is built to build successful wind projects.

Identified Contractors

While BPAE will deploy significant internal resources to develop the projects selected, it will contract for support in construction and environmental assessment. As part of its ongoing activities across the country, BPAE has Master Service Agreements with many contractors in these fields. For example:

EPC/BOP Contractor:

M.A. Mortenson is a total facility services enterprise founded in 1954 and headquartered in Minneapolis, Minnesota. Mortenson has particular expertise in providing design, engineering, construction and development services to the wind energy industry. As an EPC contractor, BOP contractor and subcontractor, Mortenson has completed the construction of twenty-five wind projects to date totaling 1,128 turbines and 1,196 MW. This includes the 150 MW Elk River Site. Mortenson has performed foundation construction and turbine erection and has been responsible for roads, electrical collection systems, substations, and overhead transmission lines. For further information, link to <http://mortenson.com> .

Environmental Impacts:

Western EcoSystems Technology, Inc (WEST) is a leading environmental consulting firm with a substantial portfolio of experience and expertise specifically regarding wind project siting. WEST provides clients with consulting, engineering, remediation, and related services, including, but not limited to, project permitting, water resources management, environmental process engineering, environmental permitting/compliance, and environmental and social impact assessments. For further information, go to <http://west-inc.com/>.

EXHIBIT E**PERMITS NEEDED FOR CONSTRUCTION AND OPERATION**

OAR 345-021-0010(1)(e)

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E.1 INTRODUCTION

OAR 345-021-0010(1)(e) *Information about permits needed for construction and operation of the facility, including:*

E.2 IDENTIFICATION OF NECESSARY PERMITS

OAR 345-021-0010(1)(e)(A) *Identification of all federal, state and local government permits needed before construction and operation of the proposed facility, legal citation of the statute, rule or ordinance governing each permit, and the name, address and telephone number of the agency or office responsible for each permit.*

Response: Responses are provided in Sections E.2.1 through E.2.3, below.

E.2.1 Federal Permits

E.2.1.1 Bonneville Power Administration

42 USCA 4332; 40 CFR pt 1500.

Permit: None required. NEPA compliance and tiered ROD will be led by BPA.

Agency: Gene Lynard, Environmental Protection Specialist
Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97208
(503) 230-3970

E.2.1.2 U.S. Army Corps of Engineers

33 USCA 1344; 33 CFR parts 320, 323, 325-28, and 330.

Permit: Clean Water Act, Section 404.

Agency: Karla Ellis, Permit Evaluator
U.S. Army Corps of Engineers, Portland District
333 SW First Avenue
Portland, OR 97204
(503) 808-4377

E.2.1.3 U.S. Fish and Wildlife Service

16 USCA 1536, 1539; 50 CFR 402.

Permit: Potential incidental take statement.

Agency: Nancy Gilbert, Field Supervisor
U.S. Fish and Wildlife Service – Pacific Region
Bend Field Office

20310 Empire Avenue, Suite A-100
Bend, OR 97701
(541) 383-7146

E.2.1.4 Federal Aviation Administration

14 CFR 77.13, 77.15, 77.17

Proposed Construction and Actual Construction

14 CFR 77.13

Permit: Notice of Proposed Construction or Alteration (Form 7460.1).
Notice of Actual Construction or Alteration (Form 7460.2).

Agency: Don Larsen
Northwest Mountain Regional Office
Air Traffic Division, ANM-520
1601 Lind Avenue, SW
Renton, WA 98055-4056
(425) 227-2520

E.2.2 State Permits: Not Federally Delegated

The Energy Facility Siting Council (EFSC) determines compliance with Oregon statutes and rules for state agencies. This section lists authorizations that will be required under state law.

Permit: Energy Facility Site Certificate

ORS 469.300 *et seq.*; OAR Chapter 345, Divisions 1, 21, 22, 24, 26, 27.

Agency: Adam Bless, Energy Facility Analyst
Oregon Office of Energy
625 Marion St., NE
Salem, OR 97301
(503) 378-3194

Permit: **Plant Conservation Biology Program**

ORS 564; OAR Chapter 603, Division 73

Permit: No permit needed; however review by ODA is required to meet the Council's threatened and endangered species standard.

Agency: Oregon Department of Agriculture
635 Capitol St NE
Salem, OR 97301
(503) 986-4550

Permit: **Onsite Sewage Disposal**

ORS 454 and 468B; OAR Chapter 340, Divisions 45, 71

Permit: Onsite sewage disposal.

Agency: Glen Pierce, John Zalzanik, or Karl Smit
Wasco-Sherman Public Health Department
419 E 7th Street
The Dalles, OR 97058
(541) 506-2600

Permit: **Hazardous Materials**

ORS 465 and 566; OAR Chapter 340, Divisions 100-122

Permit: None needed; however the Applicant must comply with DEQ hazardous materials regulations.

Agency: Department of Environmental Quality
419 E 7th Street
The Dalles, OR 97058
(541) 506-2600

Permit: **Noise**

ORS 467.020 and 467.030; OAR Chapter 340, Division 35.

Permit: None required, but facility must meet state noise standards.

Permit: **Removal Fill Permit**

ORS 196.800-.990; OAR Chapter 141, Division 85.

Permit: Removal-Fill.

Agency: Kevin Herkamp, Resource Coordinator
Oregon Department of State Lands
20300 Empire Avenue, Suite 1
Bend, OR 97701
(541) 388-6345

Permit: **Water Right Permit or Water Use Authorization**

ORS 536 and 540; OAR Chapter 690.

Permit: None required; exempt well.

Agency: Oregon Water Resources Department – Water Rights Division
725 Summer St., NE, Suite A
Salem, OR 97301-1271
(503) 986-0900

Permit: **Archaeological Permit**

ORS 97, 358, and 390; OAR Chapter 736, Division 51.

Permit: Archaeological permit

Agency: Dr. Dennis Griffin, Lead Archaeologist
Oregon Department of Parks and Recreation, SHPO
725 Summer St., NE, Suite C
Salem, OR 97301
(503) 986-0674

Permit: **Fish and Wildlife**

ORS 496; OAR Chapter 635, Divisions 100 and 415.

Permit: None required, but project must comply with habitat mitigation policies.

Agency: Rose Owens
Oregon Department of Fish and Wildlife
3406 Cherry Avenue NE
Salem, OR 97303
(503) 947-6000

Permit: **Structural Standard**

OAR Chapter 345-022-0020.

Permit: None required, but project must comply with hazard mitigation and structural standard.

Agency: Bill Burns
Oregon Department of Geology and Mineral Industries
800 NE Oregon St., Suite 965
Portland, Oregon 97232
Phone: (971) 673-1555

E.2.3 State Permits: Federally Delegated

EFSC does not determine compliance with statutes and rules if the federal government has delegated the decision on compliance to a state agency other than EFSC. This section lists state permits issued by state agencies under federally delegated programs.

Permit: **Construction Stormwater General and NPDES Permit 1200-C**

ORS 468 and 468B; OAR Chapter 340, Divisions 40, 45

Permit: Construction Storm Water Permit 1200-C

Agency: Walt West
Oregon Department of Environmental Quality, Eastern Region
2146 NE 4th
Bend, OR 97701
(541) 388-6146 x232

Permit: **Water Quality Certification**

33 USCA 1341 , Section 401; OAR Chapter 340, Division 48.

Permit: Water Quality Certification

Agency: Alex Cyril
Oregon Department of Environmental Quality, Eastern Region
800 SW Sixth Ave
Portland, OR 97204
(503) 229-6030

E.2.4 Local Permits

Permit: **Conditional Use Permit**

E.2.4.1 Sherman County Zoning Ordinance (SCZO)

SCZO § 11.8— Design & Improvement Standards and Requirements, Streets and Other Public Facilities

Permit: Conditional Use Permit. Determination of compliance will be sought through the Council.

Agency: Georgia Macnab, Planner
Planning Department & Planning Commission
Sherman County
110 Main St., Unit 2
Moro, OR 97039
(541) 565-3601

E.3 DESCRIPTION OF NECESSARY PERMITS

OAR 345-021-0010(1)(e)(B) *A description of each permit and the reasons the permit is needed for construction or operation of the facility.*

E.3.1 Federal Permits

Record of Decision (ROD)/NEPA Compliance

42 USCA 4332; 40 CFR pt 1500.

Permit: None required for the Project. BPA's actions with respect to the Project (i.e., BPA's decision to construct a new transmission line and interconnect/buy electricity), will be subject to review under the National Environmental Policy Act (NEPA) as part of BPA's decision-making process - in this case a tiered Record of Decision. The NEPA review will include review under the Endangered Species Act, the National Historic Preservation Act, and related cultural resources protection statutes. Any other federal permitting actions referenced below also would be subject to some form of NEPA review.

Clean Water Act, Section 404

33 USCA 1344; 33 CFR parts 320, 323, 325-28, and 330

Permit: A Clean Water Act Section 404 permit will be required because fill may be placed in the waters of the US including wetlands.

Notice of Proposed Construction or Alteration; Actual Construction (Form 7460.1)

14 CFR Part 77

Permit: None required; however, the FAA requires notice of any and all proposed construction of more than 200 feet in height above the ground level (FAA Form 7460-1 and 2).

E.3.2 State Permits: Not Federally Delegated

Energy Facility Site Certificate

ORS 469.300 et seq.; OAR Chapter 345, Divisions 1, 21-24.

Permit: Energy Facility Site Certificate required before construction or operation.

Removal/Fill Permit

ORS 196; OAR Chapter 141, Division 85.

Permit: A removal-fill permit will be required because removal and fill will occur within wetland, which are waters of the state,.

Water Right Permit or Water Use Authorization

ORS 537 and 540; OAR Chapter 690.

Permit: The new O&M facility will be served by a new well. No permit is required. Commercial uses of up to 5000 gallons per day from groundwater wells are exempt from permitting requirements.

Onsite Sewage Disposal

ORS 454 and 468B; OAR Chapter 340, Divisions 71 and 73.

Permit: The new O&M facility will require an onsite sewage permit from the Wasco-Sherman Public Health Department. The process for siting a septic system requires a soil evaluation permit and a construction permit.

E.3.3 State Permits: Federally Delegated

Construction Stormwater General and NPDES Permit 1200-C

ORS 468 and 468B; OAR Chapter 340, Divisions 14, 41, 45, 52, and 55.

Permit: Construction storm water permit 1200-C for ground disturbance of more than one acre.

Water Quality Certification

33 USCA 1341 , Section 401; OAR Chapter 340, Division 48.

Permit: Water Quality Certification will be required, because a federal (Clean Water Act Section 404) permit is required to build the facility.

E.3.4 Local Permits

Building Permit

Sherman County Zoning Ordinance (SCZO)

SCZO § 11.8—Design & Improvement Standards and Requirements, Streets and Other Public Facilities

Permit: Determination of compliance with land use criteria will be sought through the council. Building permit approvals will be sought through the County.

E.4 NON-FEDERALLY DELEGATED PERMIT APPLICATION

OAR 345-021-0010(1)(e)(C) *For any state or local government agency permits, licenses or certificates that are subject to the Council's siting decision, evidence to support findings by the Council that construction and operation of the proposed facility will comply with the statutes, rules and standards applicable to the permit. The Applicant may show this evidence:*

(i) *In Exhibit J for permits related to wetlands;*

Response: See Exhibit J; a Removal-Fill permit application is included in Exhibit J, and includes all of the evidence needed for the council to determine compliance with the applicable rules and standards.

(ii) *In Exhibit O for permits related to water rights.*

Response: No new water rights are required for this Project. Water for construction will be purchased from an existing water right holder(s). Water for operations will be supplied by an exempt well.

E.5 FEDERALLY DELEGATED PERMIT APPLICATION

OAR 345-021-0010(1)(e)(D) *For federally delegated permit applications, evidence that the responsible agency has received a permit application and the estimated date when the responsible agency will complete its review and issue a permit decision.*

Response: The Department of Environmental Quality will review the 1200-C permit application when they receive a copy of this ASC. The 1200-C application is included in Exhibit I.

E.6 THIRD-PARTY PERMITS

OAR 345-021-0010(1)(e)(E) *If the Applicant relies on a state or local government permit or approval issued to a third party, identification of any such third-party permit and for each:*

(i) *Evidence that the Applicant has, or has a reasonable likelihood of entering into, a contract or other agreement with the third party for access to the resource or service to be secured by that permit;*

- (ii) *Evidence that the third party has, or has a reasonable likelihood of obtaining, the necessary permit; and*
- (iii) *An assessment of the impact of the proposed facility on any permits that a third party has obtained and on which the Applicant relies to comply with any applicable Council standard.*

Response: The Applicant will not rely on any third party permits in order to construct or operate the Project.

E.7 FEDERALLY DELEGATED PERMIT ISSUED TO A THIRD PARTY

OAR 345-021-0010(1)(e)(F) *If the Applicant relies on a federally delegated permit issued to a third party, identification of any such third-party permit for each:*

- (i) *Evidence that the Applicant has, or has a reasonable likelihood of entering into, a contract or other agreement with the third party for access to the resource or service to be secured by that permit;*
- (ii) *Evidence that the responsible agency has received a permit application; and*
- (iii) *The estimated date when the responsible agency will complete its review and issue a permit decision.*

Response: The Applicant will not rely on any third party for a federally delegated permit.

E.8 MONITORING PROGRAM

OAR 345-021-0010(1)(e)(G) *The Applicant's proposed monitoring program, if any, for compliance with permit conditions.*

Response: Monitoring requirements, if any, will be determined by the Council and federal agencies responsible for issuing permits or approvals for the Project. The Applicant's proposed monitoring for compliance with permit conditions are described within this application, e.g. 1200-C permit requirements for erosion control monitoring and reporting.

EXHIBIT F

PROPERTY OWNERSHIP

OAR 345-021-0010(1)(f)

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F.1 INTRODUCTION

OAR 345-021-0010(1)(f) *A list of the names and mailing addresses of all owners of record, as shown on the most recent property tax assessment roll, of property located within or adjacent to the site boundary as defined in OAR 345-001-0010. The Applicant shall submit an updated list of property owners as requested by the Department before the Department issues notice of any public hearing on the application for a site certificate as described in OAR 345-015-0220. In addition to incorporating the list in the application for a site certificate, the Applicant shall submit the list to the Department in electronic format acceptable to the Department for the production of mailing labels. Property adjacent to the site boundary means property that is:*

OAR 345-021-0010(1)(f)(A) *Within 100 feet of the site boundary within an urban growth boundary;*

OAR 345-021-0010(1)(f)(B) *Within 250 feet of the site boundary where the site, corridor or micrositing corridor is outside an urban growth boundary and not within a farm or forest zone; and*

OAR 345-021-0010(1)(f)(C) *Within 500 feet of the site boundary where the site, corridor or micrositing corridor is within a farm or forest zone.*

Response:

Table F-1 lists the names and mailing addresses of all owners of record, as shown on the most recent Sherman County property tax assessment roll, of property located within 500 feet of the turbine corridors or Golden Hills Wind Farm facilities such as roads, high-voltage lines, collection lines, or substations. The list has been submitted to the Office of Energy in an electronic format suitable for the production of mailing labels.

Property Ownership Within Project Site

Landowner Names	Addresses	
Joseph A. and Dianne M. Abbas	92740 Hwy 206	Wasco, OR 97065
Betty Suzanne Alt, et al.	1050 Marian Drive	Homer, NY 13077
Karl F. Amidon, et al.	202 Knight Road	Goldendale, WA 98620
Leland Anderson	3445 Dogwood Drive S	Salem, OR 97302
Stanley Anderson	10630 SE Clay #403	Portland, OR 97216
Bruce Andrews, Trustee	8563 SE Kane Road	Gresham, OR 97080
The Barnett EST Partnership	P O Box 273	Wasco, OR 97065
Norma M. Barzee	790 SE Webber Unit 102	Portland, OR 97202
James R. and Jerrine Belshe, Trustee	P O Box 327	Wasco, OR 97065
Douglas R. Bish	P O Box 13	Wasco, OR 97065
Scott Blau, et al	314 2 nd Street	Lake Oswego, OR 97034
Orville and Shirley Blaylock	68808 Hwy 97	Moro, OR 97039
Keith Blaylock	68779 Van Gilder Road	Wasco, OR 97065
Kevin Bonness	2643 Turnstone Drive	Pleasanton, CA 94566-5341
Sandra Bredeson	34005 Mallard Avenue	Nehalem, OR 97131
Steven F. Burnet, Trustee	94699 Monkland Road	Moro, OR 97039
Geraldine Carroll, et al.	77402 Desert Road	Hermiston, OR 97838
Bon Christianson	10505 N Sage Hollow Way	Boise, ID 83714-9575
Larry Clark	409 N 68 th Avenue	Yakima, WA 98908
Marilyn Clark	1502 W Eugene Street	Hood River, OR 97031
Marilyn Jane Clark	8395 SW 88 th	Portland, OR 97223
Reatha S. Coats	P O Box 45	Wasco, OR 97065
Gloria F. Cockburn, et al.	10776 SE Idleman Road	Portland, OR 97266
Denice C. Davies, ET VIR	1611 NE Gertz Road	Portland, OR 97211
John and Carolyn DeMoss	70620 Hwy 97	Moro, OR 97039
John E. and Vada J. DeMoss	P O Box 246	Moro, OR 97039
James Dunn and David Dunn	9695 Lower Bridge	Terrebonne, OR 97760
John and Nancy Fields	75960 Hwy 97	Wasco, OR 97065
Michael Foss	23826 SE 47 th Place	Issaquah, WA 98029
James Fulton Trust / Farm, Ranch & Timber Asset Management	428 W. Riverside Avenue, Suite 700	Spokane, WA 99201
Alan Hart	3989 Viewcrest Drive S	Salem, OR 97302
Darryl Hart	63461 Fraser Road	Moro, OR 97039
Kenneth Hart, Trustee	63461 Fraser Road	Moro, OR 97039
Georgie Belle Holzapfel	77402 Desert Road	Hermiston, OR 97838
Irwin Mortgage Group	10500 Kincaid Drive	Fishers, IN 46038
Jean McIntyre Joyce, et al.	1047 Lucky Lane	Ontario, OR 97914

Property Ownership Within Project Site

Landowner Names	Addresses	
Justesen Ranches	P O Box 2	Kent, OR 97033
J. Kenneth Kaseberg, GST Trust	1670 Edgewood Drive	Palo Alto, CA 94303
Lee and Karen Kaseberg	70031 Van Gilder Road	Wasco, OR 97065
Lee C. and Terry D. Kaseberg	70031 Van Gilder Road	Wasco, OR 97065
Paulen W. Kaseberg, Trustee	P O Box 126	The Dalles, OR 97058
Steven and Deeann Kaseberg	92883 Locust Grove Lane	Wasco, OR 97065
Terry and Diane Kaseberg	93431 Hwy 206	Wasco, OR 97065
Jo Anne Kock	1817 Feather Way	Las Vegas, NV 89108
Sandra Loop	3302 Royal Crest Drive	The Dalles, OR 97058
Peter J. Macnab, Trustee	708 Yates	Wasco, OR 97065
Tom and Georgia Macnab	66330 Henrichs Road	Moro, OR 97039
Carole Makinster Living Trust	P O Box 353	Moro, OR 97039
Patricia Malen	9030 NE 33 rd Street	Yarrow Point, WA 98004
Martin Brothers Land	P O Box 128	Rufus, OR 97050
Patrick K. Martin	5343 Ayres Way	The Dalles, OR 97058
Mike and Jeanney McArthur	93350 Foss Lane	Wasco, OR 97065
L. P. McClennan	P O Box 215	Wasco, OR 97065
Thomas and Nancy McCoy	93340 Hwy 206	Wasco, OR 97065
Wendy McDermid Parker	27640 Powerline Road	Halsey, OR 97349
Richard D. & Jean H. McGregor	10242 SE Walnut Drive	Portland, OR 97266
McIntyre Farm Partnership	1047 Lucky Lane	Ontario, OR 97914
Myrna L. Melzer	P O Box 342	Moro, OR 97039
Mid Columbia Producers, Inc.	P O Box 344	Moro, OR 97039
Dean C. & Jancie K. Monroe	P O Box 87	Moro, OR 97039
Morrow County Grain Growers	P O Box 367	Lexington, OR 97839
Frances M. O'Brien	96788 Hwy 206	Moro, OR 97039
Philip G. and William P. O'Meara	P O Box 1141	Redmond, OR 97756
Oregon Department of Transportation	355 Capitol Street NE, Room 434	Salem, OR 97301-3871
Nancy Perna	3688 Augusta National Drive S	Salem, OR 97302
Forest A. Peters, Trustee	69420 N Sawtooth Road	Wasco, OR 97065
Sara Petersen	15081 SE 126 th Avenue	Clackamas, OR 97015
Mary Ann Pilgreen	P O Box 336	Helix, OR 97835
Allan Pinkerton	5002 Airport Road	Pendleton, OR 97801-4586
Bruce Pinkerton	P O Box 312	Moro, OR 97039
Dave Pinkerton	P O Box 302	Moro, OR 97039
Janet Pinkerton	P O Box 312	Moro, OR 97039
Margaret Pinkerton	P O Box 343	Moro, OR 97039

Property Ownership Within Project Site

Landowner Names	Addresses	
Harry Poole	826 41 st Place NE	Salem, OR 97301
Diane E. Poston	P O Box 370	Moro, OR 97039
Patrick A. and Kathleen A. Powell	7580 SW Fulton Park Blvd	Portland, OR 97219
Judith Probstfield	13315 West Prospect Drive	Sun City West, AZ 85375
Keith and Christine Rice Trust / c/o Farm, Ranch & Timber Asset Management	428 W. Riverside Avenue, Suite 700	Spokane, WA 99201
Richelderfer-Bish c/o Dougals R. Bish	P O Box 13	Wasco, OR 97065
Richelderfer-Fordyce / Theron Richelderfer	P O Box 93	Wasco, OR 97065
Martin Richelderfer	P O Box 113	Wasco, OR 97065
Sylvia Rogers	2010 SW Nancy Drive	Gresham, OR 97080
Sharon A. Rolfe, et al.	414 NW 214 th Circle	Ridgefield, WA 98642
H. C. Sanderson	91608 Biggs-Rufus Hwy.	Wasco, OR 97065
R. Gary Shelton, et al.	P O Box 311	Moro, OR 97039
John P. Shipley	P O Box 162	Moro, OR 97039
Edith Luetta Shull, et al.	P O Box 171	Wasco, OR 97065
Michael Sigman	37211 Floral Creek Circle	Murietta, CA 92562
Nancy J. Simpson	P O Box 370	Wasco, OR 97065
Phyllis Sisco	P O Box 62	Beaver, OR 97108
Larry and Sherry Kaseberg	69384 Wheatacres Road	Wasco, OR 97065
Patricia A. Skiles	504 Veterans Drive	The Dalles, OR 97058
Delmer A. and Margaret Smith	7611 Evergreen Road	Richland Hills, TX 76118
Debbie Spitzer	3405 Riverknoll Way	West Linn, OR 97068
Frances Diane Stewart	20806 Saratoga Road	Sonora, CA 95370-5423
Elizabeth Thomas, Trustee	3564 East 2 nd Street #61	The Dalles, OR 97058
Carole Thompson	P O Box 353	Moro, OR 97039
Paula Thompson c/o UMESD Ken Thompson	2001 SW Nye	Pendleton, OR 97801
Ronald D. Thompson	66351 Hay Canyon Road	Moro, OR 97039
Donald Thompson, Trustee	96845 Monkland Lane	Moro, OR 97039
U.S. National Bank of Oregon, Trustee / May Barnum Trust / c/o Farm, Ranch & Timber Asset Management	428 W. Riverside Avenue, Suite 700	Spokane, WA 99201
Arthur A. & Marjorie E. Van Gilder	P O Box 275	Wasco, OR 97065
Gary L Van Gilder	68192 Petes Road	Wasco, OR 97065
Raymond E. & Vera M. Van Gilder	512 Yates Street	Wasco, OR 97065
Phyllis K. Ullman	2833 NE 89 th Avenue	Portland, OR 97220
Christine H. Walker	1111 Eric Court Way Apt 2A	The Dalles, OR 97058
Beth L. Webb	P O Box 97	Moro, OR 97039

Property Ownership Within Project Site

Landowner Names	Addresses	
Patricia Mae Welk	2880 NW Melville Drive	Bend, OR 97701
Leslie Wick	6825 SW Thunderbird Court	Redmond, OR 97756
Allison M. Yamauchi	4900 Crestwood Drive	Little Rock, AR 72207

Property Ownership Within 500 feet of Project Site

Landowner Names	Addresses	
Tom and Georgia Macnab	66330 Henrichs Road	Moro, OR 97039
Frances O'Brien	96788 Hwy 206	Moro, OR 97039
James and Jerrine Belshe	500 Sandon Street	Wasco, OR 97065
Larry and Carol Thompson	66680 Fairview Rd.	Moro, OR 97039
Weedman Ranches, Inc.	P.O. Box 386	Wasco, OR 97065
Edith Luetta Shull, Et.Al.	P.O. Box 171	Wasco, OR 97065
Patrick A. Powell	7580 SW Fulton Pk. Blvd.	Portland, OR 97219
Norma M. Barzee	790 SE Webber Unit 102	Portland, OR 97202
Sharon A Rolfe, Et.Al.	414 NW 214th Circle	Ridgefield, WA 98642
Peter J. Macnab, Trustee	608 Yates	Wasco, OR 97065
Terry and Diane Kaseberg	93431 Hwy 206	Wasco, OR 97065
Lee and Karen Kaseberg	70031 Van Gilder Rd.	Wasco, OR 97065
Thomas and Nancy McCoy	93340 Hwy 206	Wasco, OR 97065
Gary L. VanGilder	68192 Petes Road	Wasco, OR 97065
Mike and Jeanney McArthur	93350 Foss Lane	Wasco, OR 97065
Kevin and Patricia Kaseberg	10500 Kincaid Drive	Fishers, IN 46038
Steven and Deeann Kaseberg	92883 Locust Grove Lane	Wasco, OR 97065
Patricia Mae Welk	2880 NW Melville Dr.	Bend, OR 97701
H. M. Bull Ranch Partnership	P.O. Box 41	Redmond, OR 97756
Kenneth Hatstrup	721 E 18 th Street	The Dalles, OR 97058
Marie Teresa Hatstrup-Revocable Living Trust	721 E. 18 th Street	The Dalles, OR 97058
Warren F. Hemenway	63793 Fairview Rd	Moro, OR 97039
Neil F. McDonald, Trustee	3619 Knik Avenue	Anchorage, AK 99517
Mary P. Eakin	59059 Horseshoe Bend Rd	Grass Valley, OR 97029
Bruce Melzer	2704 SE 66 th	Portland, OR 97206
Doug Melzer	31300 SE Countryview Ln	Wilsonville, OR 97070

Ken and Arla Melzer	66145 Fairview Rd	Moro, OR 97039
Neil Melzer	P.O. Box 224	Moro, OR 97039
Vernon Melzer	P.O. Box 41	Wasco, OR 97065
Wayne Melzer	P.O. Box 342	Moro, OR 97039
Nancy Ann Land and Livestock, Inc.	17488 Franklin Rd	Nappa, OR 83651
Gary and Rhonda C. Miller	P.O. Box 134	Hermiston, OR 97838

EXHIBIT G**MATERIALS ANALYSIS**

OAR 345-021-0010(1)(g)

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TABLES

Table G-1. Inventory of Materials to be Used During Construction and Operation

G.1 INTRODUCTION

OAR 345-021-0010(1)(g) *A materials analysis, including:*

Exhibit G provides evidence required by OAR 345-021-0010(1)(g). The following evidence provides an inventory of industrial materials of substantial quantity flowing into and out of the proposed Golden Hills Wind Farm and a description of how the Applicant plans to manage hazardous substances and non-hazardous waste materials during construction and operation.

This exhibit is organized in accordance with the application requirements contained in OAR 345-021-0010(1)(g).

G.2 INVENTORY OF INDUSTRIAL MATERIALS

OAR 345-021-0010(1)(g)(A) *An inventory of substantial quantities of industrial materials flowing into and out of the proposed facility during construction and operation;*

Response: The inventory of materials expected at the facility is shown in Table G-1.

Construction-related materials

The primary materials used will be gravel for road construction and as aggregate in concrete, water for dust control and road compacting and for mixing concrete. Steel will be the primary material for the turbines and nacelles.

The Project will require up to approximately 270,000 cubic yards of gravel for road and turbine pad construction. Gravel will be acquired from a local gravel source in Sherman and/or Wasco County, which is described in Exhibit K. Approximately 26 million gallons of water, described in more detail in Exhibit O, will be used for concrete mixing, dust control and road compaction. Concrete will be used to construct up to 267 turbine foundations and transformer pads. The type of turbine selected for the Project will largely determine the gross tonnage of steel brought to the project site. The largest amount of steel that would be brought to the site is 69,100 tons. This amount would be the result of using 267 turbines weighing approximately 259 tons each.

Each turbine has a single nacelle, which is made from a variety of materials. This unit houses the generator, gearbox, and auxiliary equipment. Transformers adjacent to each turbine base will contain nonpolychlorinated biphenyl (non-PCB) mineral oil. The oil will be sealed within the transformer. Approximately 200 miles of underground electrical cable will be used to connect the turbines to the substations.

Operation-related materials

No substantial quantities of industrial materials will be used or stored on-site during operation of the Project. Replacement parts will be periodically brought to the Project to replace worn equipment, but old equipment will be removed and will not add to the amount of industrial materials at the Project. Other materials such as lubricants,

weed-control chemicals, and general cleaners will be stored in the O & M building and as shown in Table G-1 would not constitute a significant amount of materials.

G.3 MANAGEMENT OF HAZARDOUS SUBSTANCES

OAR 345-021-0010(1)(g)(B) *The applicant's plans to manage hazardous substances during construction and operation, including measures to prevent and contain spills; and*

Response: The Applicant will manage all hazardous material in accordance with applicable EPA and OSHA regulations and by its own internal hazardous material program and guidelines that will be followed both during construction and operation. In accordance with the program, all hazardous materials that are on site will be catalogued, the material safety data sheets (MSDS) for the materials will be available, employees will receive training on the handling of hazardous material, and guidelines for the proper storage, transport, and disposal of hazardous materials will be posted.

To prevent the spilling of hazardous materials, the Applicant has a rigorous program to ensure that all components of operating equipment, transport systems, and site facilities will maintain structural integrity.

All hazardous material will be stored inside where it is not exposed to the elements. In addition, the Applicant or its designated contractor will maintain hazardous material containment and cleanup kits on site at all times to contain all other potential hazardous material spills.

G.4 MANAGEMENT OF NON-HAZARDOUS WASTE MATERIALS

OAR 345-021-0010(1)(g)(C) *The applicant's plans to manage non-hazardous waste materials during construction and operation;*

Response: Solid waste will be generated during construction. Wood from concrete forms and steel scraps will be separated and recycled wherever practical. Concrete and excavated soil will be used as fill at the project site or transported off-site for use elsewhere.

Disposal of materials as on-site fill will be conducted in accordance with OAR 340-093-0080 and other applicable regulations. OAR 340-093-0080 provides a variance or permit exemption for disposal of inert wastes, or "clean fill" as described in OAR 340-093-0080(2). To meet the clean fill definition, the inert construction debris will be separated from other debris that is not inert. The only clean fill that has the potential to be disposed of on-site will be waste concrete generated during construction. The construction contractor, with landowner approval, may bury the waste (e.g. excess concrete from a construction site, batches of concrete that do not meet specifications) on site. If this were to occur, the contractor would excavate a hole, cover the waste concrete with a minimum of three feet of soil, and regrade the area to match existing contours.

Other materials would be separated from fill and disposed of or recycled. Materials such as packing materials, paper, and other refuse will be collected as needed by a local waste

hauler. Portable toilets will be provided for on-site sewage handling during construction and will be maintained by the local toilet contractor.

Table G-1. Inventory of Materials to be Used During Construction and Operation

Material	Quantity/Units	Ultimate Disposition
CONSTRUCTION		
Rock/gravel for road construction	225,000 cubic yards	Will remain onsite roadbed
Rock/gravel for concrete	45,000 cubic yards	Will remain onsite in foundations
Water for dust control and road compaction	22.5 million gallons	Absorption/evaporation
Water for concrete mixing	2.6 million gallons	Incorporated into concrete
Concrete for up to 267 turbine pads	109,200 cubic yards	Incorporated into turbine pads
Steel for up to 267 turbines	69,100 tons	Incorporated into turbine towers
Nacelles (include generator, rotor, blades, hub, and gearbox)	Up to 267 units	Mounted on turbine towers
Electrical GSU transformers	Up to 267 units	Mounted on concrete pad adjacent to turbine tower
34.5 kV Electrical cable	Up to 200 miles	Buried underground, except 3.5 miles of above ground collection system
Main Step up transformer, switchgear, breakers	Up to 3 of each	Incorporated into the substations
Transmission poles/structures	Up to 159 poles/structures	Incorporated into the transmission line
OPERATIONS and MAINTENANCE		
Mineral oils (turbine lubricant and transformer coolant)	3 gallons/turbine	Stored in O&M; added to turbine as needed
Synthetic oils (turbine lubricant, gear oil)	20 gallons/turbine	Stored in O&M; added to turbine as needed
Simple Green (general cleaner)	3 gallons/turbine	Stored in O&M
WD-40; grease (general lubricant)	5 gallons/turbine	Stored in O&M
Ethylene Glycol (anti-freeze)	3 gallons/turbine	Stored in O&M
Round-up and 2,4-D (weed control)	0	subcontract out for weed control
Hydraulic Fluid	3 gallons/turbine	Stored in O&M; added to turbine as needed
Batteries (pitch drive motor backup power)	3 replacement batteries	Stored in O&M
Paints/solvents	1 gallon/turbine (for painting/cleaning of turbine)	Stored in O&M