

# **Notice of Intent to Apply for a Site Certificate**

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**Summit Ridge Renewable Energy Facility  
January 2024**

**Submitted to  
Oregon Energy Facility Siting Council**

**Prepared for  
Summit Ridge Wind, LLC**

**Prepared by**



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## Acronyms and Abbreviations

AC	alternating current
ACEC	Area of Critical Environmental Concern
aMW	average MW
Applicant	Summit Ridge Wind, LLC
ASC	Application for Site Certificate
BESS	battery energy storage system
BLM	Bureau of Land Management
BPA	Bonneville Power Administration
Council	Energy Facility Siting Council
DC	direct current
EFU	Exclusive Farm Use
FAA	Federal Aviation Administration
Facility	Summit Ridge Renewable Energy Facility
kV	kilovolt
MW	megawatt
NHD	National Hydrography Dataset
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NWI	National Wetlands Inventory
O&M	operations and maintenance
OAR	Oregon Administrative Rule
ODOE	Oregon Department of Energy
ODEQ	Oregon Department of Environmental Quality
ODF	Oregon Department of Forestry
ODOT	Oregon Department of Transportation
ODFW	Oregon Department of Fish and Wildlife
ORS	Oregon Revised Statutes
POI	point of interconnection
PV	photovoltaic
RFPA	Rangeland Fire Protection Agency
SAT	single-axis tracker
SCADA	supervisory control and data acquisition

SRW	Summit Ridge Wind Farm
USACE	U.S. Army Corps of Engineers
USFS	U.S. Forest Service
WCLUDO	Wasco County Land Use and Development Ordinance

# Exhibit A. Applicant Information – OAR 345-020-0011(1)(a)

*(a) Exhibit A. Information about the applicant and participating persons, including:*

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

**Response:**

**Name and mailing address of Applicant:**

Summit Ridge Wind, LLC  
c/o Aypa Power LLC  
11801 Domain Blvd., Suite 450  
Austin, TX 78758

**Applicant contact person for the Notice of Intent (NOI) with mailing address and telephone number:**

Matt Hazard, Senior Manager Development  
Aypa Power LLC  
11801 Domain Blvd., Suite 450  
Austin, TX 78758  
(208) 625-1126  
mhazard@aypa.com

*(B) The contact name, mailing address, email 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 persons upon whom the applicant will rely in meeting any facility standard adopted by the Council;*

**Response:**

**Parent Company:**

Aypa Power LLC  
Attn: General Counsel  
11801 Domain Blvd., Suite 450  
Austin, TX 78758  
(737) 295-0309  
legal@aypa.com

**Contact Name, Mailing Address, Email Address, and Telephone Number:**

Matt Hazard, Senior Development Manager  
Aypa Power LLC  
11801 Domain Blvd., Suite 450  
Austin, TX 78758  
(208) 625-1126  
mhazard@aypa.com

**Contact persons other than the Applicant:**

Aaftab Jain, Tetra Tech  
19803 North Creek Parkway  
Bothell, WA 98011  
(425) 482-7626  
aaftab.jain@tetrattech.com

Sarah Curtiss, Stoel Rives LLP  
760 SW Ninth Avenue, Suite 3000  
Portland, OR 97205  
(971) 533-6215  
sarah.curtiss@stoel.com



*(C) If the applicant is a corporation:*

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

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

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

**Response:**

The Applicant is not a corporation therefore this requirement does not apply.

*(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), the full name and business address of each of the applicant's full or partial owners;*

**Response:**

Aypa Power LLC is a portfolio company owned by Blackstone Energy Partners. The full name and business address of Summit Ridge Wind, LLC's full owner are as follows:

Aypa Power LLC

11801 Domain Blvd., Suite 450

Austin, TX 78758

*(E) If the person submitting the NOI is an association of citizens, a joint venture or a partnership:*

*(i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the NOI;*

*(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 must state that fact over the signature of each member.*

**Response:** The Applicant is not an association of citizens, a joint venture, or partnership. Therefore, this requirement does not apply.

*(F) If the applicant is a public or governmental entity:*

*(i) The full name, official designation, mailing address, email address and telephone number of the person responsible for submitting the NOI; and*

*(ii) Written authorization from the entity's governing body to submit an NOI.*

**Response:**

The Applicant is not a public or governmental entity. Therefore, this requirement does not apply.

*(G) If the applicant is an individual, the individual's mailing address, email address and telephone number; and*

**Response:**

The Applicant is not an individual. Therefore, this requirement does not apply.

*(H) If the applicant is a limited liability company:*

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

**Response:**

The Applicant is a limited liability company. The officer submitting this NOI for Summit Ridge Wind, LLC is:

Samuel Littlefield, Authorized Signatory

11801 Domain Blvd., Suite 450

Austin, TX 78758

503-277-9240

slittlefield@aypa.com

*(ii) The date and place of its formation;*

Summit Ridge Wind, LLC (formerly known as LotusWorks – Summit Ridge I, LLC) was organized on August 4, 2008, in the State of Oregon. The Applicant's name was changed to Summit Ridge Wind, LLC pursuant to articles of amendment filed on April 29, 2016.

*(iii) A copy of its articles of organization and its authorization for submitting the NOI; and*

Please see Attachment 1 for the articles of organization and the authorization letter.

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

Summit Ridge Wind, LLC is registered in Oregon; therefore, information for the resident attorney-in-fact is not required.

## Exhibit B. Facility Description – OAR 345-020-0011(1)(b)

*(b) Exhibit B. Information about the proposed facility, including:*

*(A) A description of the proposed energy facility, including as applicable:*

**Response:**

Summit Ridge Wind, LLC (Applicant) seeks to construct and operate the Summit Ridge Renewable Energy Facility (Facility), an up to 201-megawatt (MW) nameplate facility at the point of interconnection (POI) with generation likely derived from a combination of wind and solar photovoltaic (PV) power with related or supporting interconnection facilities. The Facility would have an average electrical generating capacity of up to approximately 127 MW as defined in Oregon Revised Statutes (ORS) 469.300. This capacity could change based on technology and market trends at the time of construction so long as the selected system results in no greater impact than that analyzed for the Facility. Off-take agreement(s) will determine the final MW contribution of the wind and solar components. A battery energy storage system (BESS) sized to support the solar and/or wind component of the generation capacity may also reside within the Facility site boundary, anticipated to be located within the footprint planned for solar generating equipment whether or not such solar generating equipment is installed.

The Facility site boundary consists of approximately 4,601 acres of private land located entirely in rural Wasco County, 17 miles southeast of The Dalles and approximately 8 miles east of Dufur, Oregon (Figure 1).

The nominal electric generating capacity of the Facility would be a maximum of 261 MW (though limited to 201 MW at the POI). In addition, up to 201 MW of BESS may be installed. For wind power generation, the Applicant will install a maximum of 32 wind turbines. The proposed turbine layout will be determined through significant engineering design work guiding the placement of turbines and supporting facilities while avoiding and minimizing impacts.

The Facility may generate a portion of the electricity using multiple solar arrays (or blocks) of PV panels electrically connected to associated power inverters that convert direct current (DC) electricity to alternating current (AC) electricity through medium-voltage 34.5-kilovolt (kV) underground wiring. As mentioned above, the solar energy generation system also includes distributed or centralized energy storage, a solar switching station, and collector lines connecting the solar arrays to a proposed substation (Figure 2).

The Facility may be built in phases.<sup>1</sup> The Applicant intends to begin onsite construction by Q2 2026, pending issuance of a site certificate from Oregon's Energy Facility Siting Council (Council), with commissioning completed and commercial operation for the initial phase targeted for Q4 2026.

The Facility will be located on a site that was previously approved by the Council for the Summit Ridge Wind Farm (SRW); however, the Applicant does not intend to develop both facilities. The Applicant intends to submit an application to terminate the Site Certificate for SRW and anticipates securing approval of its termination application in Q1 of 2024. Although there is no requirement for the Applicant to terminate its existing SRW Site Certificate or to pursue a new application, the Applicant is providing this NOI and planning to submit a new application because the Applicant anticipates that the timeline for development and construction of the Facility will extend beyond the construction timeline that is currently authorized (or could be extended through the amendment currently before the Council) in the SRW Site Certificate. The Applicant anticipates the high-voltage equipment for the SRW project substation and long-lead interconnection equipment to be procured by Bonneville Power Administration (BPA) will not be available prior to current construction deadlines.

The Applicant is also providing this NOI because the Facility is different from SRW, and the Applicant believes that submittal of a new application will improve the permitting process as evaluation of a new application would be simpler than evaluating changes across several amendments of the SRW Site Certificate.

Unlike SRW, the Facility proposed with this NOI potentially integrates wind, solar, and battery storage. When compared to SRW, the Facility reduces the total number of wind turbines and reduces the site boundary from approximately 11,000 acres to approximately 4,601 acres. Thus, while the Facility shares certain characteristics with SRW, the Facility reflects significant revisions to the energy generation project that was approved and amended by the Council.

For wind power generation, the Applicant will install a maximum of 32 wind turbines. The proposed turbine layout will be determined through significant engineering design work guiding the placement of turbines and supporting facilities while avoiding and minimizing their impacts. The ultimate number of turbines installed would depend on the turbine model selected and the final layout during the micrositing process but would not exceed the stated maximum. The Facility will also generate electricity using multiple solar arrays (or blocks) of PV panels electrically connected to associated power inverters that convert direct current (DC) electricity to alternating current (AC) electricity through medium-voltage 34.5-kilovolt (kV) underground wiring. The

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<sup>1</sup> The Applicant will seek micrositing flexibility within the site boundary for the layout of the wind turbines and solar fields and related and supporting facilities, as well as flexibility to develop the Facility in phases and to potentially divide the overall Facility into separate energy facilities (with separate site certificates), following review and approval by the Council, to provide for the maximum efficiency of space and available technology while also providing for the maximum flexibility of potential customers. In accordance with ORS 469.300(6), preconstruction conditions may be satisfied for the applicable phase, facility component or for the facility, as applicable, based on final design and configuration.

power generated by the Facility is proposed to be transmitted by 34.5-kV electrical collector lines, located primarily underground with overhead segments where needed. The Applicant would construct one onsite Facility substation to increase the voltage from the 34.5-kV collection system to 230-kV. The Facility's POI to the regional power grid will be located at a new switchyard (Boyd Ridge substation) planned by the BPA on its existing Big Eddy to Maupin-Redmond 230-kV transmission line. The Facility's proposed 230-kV overhead transmission feeder line from the Facility substation to the interconnection switchyard will be approximately 8 miles in length.

The Applicant has completed studies that will be included in the Application for Site Certificate (ASC) to the Council. It is estimated that cumulative Facility construction will span eight months.

*(i) For electric power generating plants, the nominal electric generating capacity and the average electrical generating capacity, as defined in ORS 469.300;*

**Response:**

The Facility would have a nominal electric generating capacity of 261 MW; however, the instantaneous output of the Facility will be limited to match the Facility's interconnection capacity with BPA of 201 MW. The Facility would have an average electrical generating capacity of up to approximately 127 MW as defined in ORS 469.300. The Facility's electric generating capacity would consist of up to approximately 201 MW (nominal) of wind energy (thus up to 67 average MW [aMW] from wind generation), up to approximately 60 MWac (nominal) of solar energy (thus up to 60 average MW [aMW] from solar generation), totaling 261 MW of nominal capacity (limited to 201 MW at the POI). BESS with a storage capacity of up to 201 MW would also be installed.

This capacity could change based on technology and market trends at the time of construction so long as the selected system results in no greater impact than analyzed for the Facility. This approach will allow the Applicant to select the most appropriate system for generating and storing solar energy available at the time equipment is acquired, as well as an optimal combination of wind, solar, and BESS.

*(ii) Major components, structures and systems, including a description of the size, type and configuration of equipment used to generate, store, transmit, or transport electricity, useful thermal energy, or fuels;*

**Response:**

**Facility Wind Energy Components:**

Major components, structures, and systems associated with the proposed Facility's wind power generation are listed below and summarized in this exhibit:

- Turbines, including the nacelle, three blades, rotor, and tubular steel tower;
- Turbine foundations; and
- Pad mount transformers and transformer foundations.

The analysis presented in the forthcoming ASC will base impact calculations and analyses on the most conservative scenario customized for each resource under a Council standard. For any given impact, the turbine model that causes the greatest impact to the resource under consideration will be evaluated and presented in the respective exhibit. For example, for scenic resources, an analysis will be conducted using the tallest turbine and the layout with the greatest number of turbines. In this manner, the ASC will ensure that the Facility meets all of the Council standards for a site certificate, and will allow the Applicant flexibility in micro-siting turbines within the Council-approved development areas.

- **Wind Turbines.** A wind turbine generator consists of a three-bladed rotor, attached to the nacelle that is mounted on a tubular tower. In operating mode, the rotor is located on the upwind side of the tower. See Table B-1 for approximate specifications for wind turbine models under consideration; the combined tower and rotor height will not exceed 650 feet. Turbines will be spaced throughout the site boundary, as shown in Figure 2, and sited to minimize impacts to sensitive resources to the extent feasible. Turbines will be connected via electrical collection and fiber-optic communication lines, feeding turbine output into one onsite substation. The collection and communications lines will be primarily placed underground, but may include some overhead segments where avoidance of sensitive features is necessary, or where underground cabling is not feasible. At the onsite substation(s), power will then be “stepped up” and fed into the proposed 230-kV transmission line. Aviation lighting will be mounted on turbines as per Federal Aviation Administration (FAA) requirements.
- **Nacelles.** The nacelle sits atop the turbine tower. It houses the gearbox, generator, power converter, and control systems for the turbine, and is where the turbine blades attach. Access to the nacelle is via a ladder inside the turbine tower, which is accessible by a locked doorway at the base of the tower. The nacelle is mounted to the turbine tower on a geared plate that allows the turbine to rotate horizontally, orienting the nacelle such that the rotor faces into the wind to maximize capture of the available wind resource.
- **Blades and Rotors.** Turbine blades are attached to the rotor hub, which is mounted to the front of the nacelle. A rotor blade is made of lightweight wood, metal, laminated fiberglass, and carbon fiber, and typically is constructed as a single piece (although it is possible that blades may be fabricated in two pieces for ease of transport and assembly at the Facility). The rotor diameters under consideration by the Applicant range from 436 to 535 feet. When operating, the rotor turns at a rate between 6 and 16 revolutions per minute.
- **Turbine Towers.** A turbine tower is a cylindrical steel structure tapered from the base to the top. The nacelle is mounted on top. Tower heights vary by turbine model and manufacturer, with those under consideration by the Applicant ranging from 295 to 381 feet. Each tower is hollow and will feature a locked entry door at ground level, with an internal access ladder with safety platforms for access to the nacelle. Towers will be fabricated in sections and assembled onsite. Towers will be uniformly painted an FAA-approved color suitable for daytime marking and air navigation.

- **Turbine Foundations.** A turbine tower is secured to a reinforced concrete foundation made of steel reinforcing bars and concrete. The actual foundation type and design for each tower will be determined after onsite geotechnical studies are completed, but are often either spread-footing or pier foundations. Typical spread-footing foundations reach a depth of 10 to 20 feet below grade, and can be as large as 82 feet in diameter. During construction, a temporary staging area will be cleared beside each turbine tower base, where turbine components will be offloaded and staged prior to assembly. An engineered, graveled pad may be installed adjacent to the foundation to serve as a pad for the construction crane, and following construction, a parking area for maintenance vehicles.
- **Pad-mount Transformer and Transformer Foundation.** For wind turbine models that do not have a step-up transformer in the nacelle, a pad-mounted transformer is installed at each turbine to step up the output voltage from the turbine (575 – 900 volts) to the collector system voltage (34.5 kV). Typically, the pad-mount transformer is a rectangular box with a footprint approximately 7.5 by 8.5 feet located adjacent to the base of the turbine tower. Support for the transformer will be provided by a concrete pad or foundation.

**Facility Solar Energy Components:**

The Facility will generate electricity using multiple solar arrays. The layout of the solar array can vary depending on technology, topography, and other constraints. The exact number and size of modules, layout, and associated equipment specifications will be determined during final design; however, the actual solar array equipment and layout selected will not exceed the potential impacts analyzed for the Facility's largest anticipated solar array footprint or approximately 274 acres. During pre-construction and final design engineering, the Applicant will specify the Facility components, equipment, and layout in accordance with the reporting requirements of the Oregon Department of Energy (ODOE).

The Applicant will evaluate impacts for the proposed solar array considering different technology options, while limiting the total maximum spatial area footprint. Other related and supporting facilities would include an up to 201-MW BESS, of a duration to supply power to the grid that is yet to be determined, described below.

Within the maximum spatial area footprint and maximum component dimensions described, the nominal generating capacity is currently anticipated to be up to 60 MW of solar. However, this capacity could change based on technology and market trends at the time of construction so long as the selected system results in no greater impact than analyzed for the Facility. This approach will allow the Applicant to select the most appropriate system for generating and storing solar energy available at the time equipment is acquired, as well as an optimal combination of wind and solar generation. Final selection of solar PV system models will result in no greater impacts than those analyzed.

The solar array consists of the following components: solar modules, racking systems, posts, and related electrical equipment (inverters and transformers). The descriptions below are based on the best available design information at this time and largest anticipated footprint, but may be modified in the ASC and at final design.



- **Solar Modules.** Most solar PV modules use mono- or poly-crystalline cells to generate electricity by converting sunlight into DC electrical energy. The electrical generation from a single module varies by module size and the number of cells per module. The crystalline cells are contained within antireflective glass panels and a metal frame and linked together with factory-installed wire connectors. The modules will be connected in series to form long rows, or “strings,” spaced approximately 12 to 25 feet apart (from the edge of the solar modules). The strings of modules are then connected via combiners, cables, and switchboards. The configuration of multiple strings (also referred to as an array) can vary depending on the equipment type and topography. Other technology options—such as thin-film solar modules that use layers of various PV material—may apply alternative methods of energy generation but would be set up similarly. The actual number of modules and strings will vary depending on the module technology, energy output, spacing, mounting equipment (tracker systems), and other design criteria, which are subject to change during final design.
- **Racking Systems.** Strings of solar modules will be mounted on either a single-axis tracker (SAT) or fixed-tilt racking system. A SAT system optimizes electricity production by rotating the solar modules to follow the path of the sun throughout the day. A fixed-tilt system relies on its angle and orientation to optimize solar exposure and can have advantages in foundation construction. The length of each string may vary by topography and the number of modules that the racking system can hold, and the final number of strings and modules will depend on the racking system selected. The racking system, and associated posts, will be specifically designed to withstand wind, snow, and seismic loads anticipated at the site.
- **Posts.** Each rack will be supported by multiple steel posts, which could be round hollow posts, pile-type posts (i.e., H-pile, C-pile, S-pile) driven into the ground, ground screws, helical piles, or posts or piles that are set in concrete or grouted into a hole drilled into rock, if subsurface conditions warrant. Post depth may vary depending on soil conditions, but the posts are typically installed 6 to 10 feet below the surface and protrude approximately 4 to 6 feet above grade. Posts at the end of tracker rows are usually installed to greater depth to withstand wind uplift. In some soil conditions, concrete backfill is required for each post. The actual number of posts and foundation method may vary depending on the final racking system, topography, height of the solar modules, and site-specific geological conditions. Post locations will be determined by the final layout of the racking system and geotechnical investigations of the solar siting area.
- **Cabling.** The solar modules produce DC electricity. Cables collect and aggregate the DC before it is inverted to AC (alternating current) and sent to the Facility substation. Approximately 10 miles total of low-voltage cabling will connect the solar modules of each tracker string in a series, and likely combine two to three strings to a single combiner box; the current design assumes one combiner box per string. Cabling from multiple combiner boxes will connect to a single inverter, which will invert the DC to AC and connect to the buried collection system. Cabling can be mounted to the racking system, placed in cable

trays, or buried. The buried cable associated with the solar array will be included in the estimated total permanent disturbance area associated with the solar array (i.e., no separate temporary impacts are calculated for buried cable inside the solar siting area).

- **Inverters and Transformers.** The DC collected from the solar modules via combiner boxes must be inverted into AC before connecting to the substation. Inverters serve the function of inverting DC power supply to an AC power supply in accordance with electrical regulatory requirements. Preliminary design suggests approximately 40 inverter/transformer stations would be needed to invert the DC power from the modules to AC. Each station would include a 4,400-kilowatt inverter that consists of five integrated 880-watt individual units, for a total of approximately 200 units. The final number of inverters will vary depending on the actual generation output of the solar array, which is approximated at 60 MW, but could be higher with the maximum equipment and spatial footprint analyzed. While inverters may be co-located with transformers on the same concrete slab, string inverters may also be used. The inverter specification will comply with the applicable requirements of the National Electrical Code and Institute of Electrical and Electronics Engineers standards.

The AC from the inverters will be routed to transformers that will increase the output voltage from the inverter (660 to 1,500 volts per individual unit) to the desired substation voltage (34.5 kV). The transformers could be co-located with the inverters. Transformers at these locations will step up the voltage from the inverters. The collector lines that connect the transformers to the Facility substation are described below as part of the overall electrical collection system.

- **Security Fencing.** The solar array would be enclosed by a security fence. Chain-link or security mesh perimeter fencing, up to 8 feet in height with no barbed wire, will enclose the solar array, with at least two gates sized to allow for emergency vehicle access. Additional pedestrian gates may be installed in consultation with the Oregon Department of Fish and Wildlife (ODFW) to facilitate big game release in case of accidental entry of big game into fenced areas.

*(iii) Methods for waste management and waste disposal, including, to the extent known, the amount of wastewater the applicant anticipates, the applicant's plans for disposal of wastewater and storm water, and the location of disposal;*

**Response:**

The Applicant will comply with all applicable waste handling and disposal regulations on all lands associated with the Facility. Solid waste will be stored in a manner that does not constitute a fire, health, or safety hazard until such waste can be hauled off for recycling or disposal, as appropriate. Any solid waste generated by the operation of the wind turbines, solar array, battery storage, and associated infrastructure will be hauled offsite and disposed of at licensed waste management facilities.

The Applicant anticipates that the Facility would not produce industrial wastewater; however, it may generate small amounts of wastewater that can be allowed to infiltrate onsite. The Facility would not generate substantial amounts of wastewater that would need to be treated as effluent. Wastewater generated by the Facility will include construction wastewater consisting of sanitary wastewater, equipment washwater, and concrete washout water, and operational wastewater produced at the proposed operations and maintenance (O&M) building and from washing solar panels. Stormwater will be diverted around construction sites as much as possible. Precipitation that falls on a construction site will be allowed to run back to natural drainages, with erosion and sedimentation control systems in place to maintain water quality. Further details of stormwater drainage and wastewater disposal during construction and operations are provided in Exhibit K of this NOI.

*(iv) For thermal power plants, combustion turbine power plants, or other facilities designed to generate electricity from any gas, liquid, or solid fuels:*

*(I) A discussion of the source, quantity and availability of all fuels proposed to be used in the facility to generate electricity or useful thermal energy;*

*(II) If the facility will generate electric power from natural gas, petroleum, coal or any form of solid, liquid or gaseous fuel derived from such material, a discussion of methods the facility will use to ensure that the facility does not emit greenhouse gasses into the atmosphere, and a description of any equipment the facility will use to capture, sequester, or store greenhouse gases;*

*(III) A discussion of the methods for the disposal of waste heat generated by the facility;*

**Response:**

The Facility is not a thermal power plant, combustion turbine power plant, or other facility designed to generate electricity from any gas, liquid, or solid fuels. The Facility will generate wind and solar power; consequently, no waste heat will be generated.

*(v) For transmission lines, approximate transmission line voltage, load carrying capacity and type of current;*

**Response:**

The Facility does not include a transmission line that, by itself, is an energy facility under the definition in ORS 469.300. Therefore, this section does not apply. However, the Facility's proposed 230-kV overhead transmission feeder line from the Facility substation to the interconnection switchyard will be approximately 8 miles in length (Figure 2) and is expected to be carried on wooden H-frame or steel poles.

*(vi) For pipelines, approximate operating pressure and delivery capacity in thousand cubic feet per day;*

**Response:**

The Facility does not include a pipeline. Therefore, this section does not apply.

*(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:**

The Facility does not involve underground gas storage. Therefore, this section does not apply.

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

**Response:**

The Applicant does not propose the storage of liquefied natural gas.

*(B) A description of major components, structures and systems of each related or supporting facility; and*

**Response:**

Related or supporting facilities consist of facility roads, meteorological towers, a supervisory control and data acquisition (SCADA) system, onsite electrical collection system, interconnection and substation system, O&M building, laydown area, batch plant, and an up to 201-MW BESS. The following descriptions are based on the best available information at this time and may be modified in the ASC and at final design prior to construction:

- **Facility Roads.** Approximately 10.2 miles of new access roads are proposed for access to wind turbines and related facilities. Access roads will also be installed inside the solar array fence line to facilitate vehicle access to the solar modules and racking systems. Additionally, the Applicant proposes improving up to 13 miles of existing road. The proposed wind turbine access roads will be designed to a total width of 20 feet, consisting of a 16-foot-wide graveled surface and 2-foot vegetated drainage on either side. Existing unpaved roads within the site boundary will be utilized to the extent practicable to reduce new road construction. During construction, a total disturbance of 40 feet along all turbine access roads will be required to accommodate crane paths. Any temporary disturbance will be restored following construction.
- **Meteorological (Met) Towers.** The Applicant proposes a maximum of three permanent meteorological (met) towers, located throughout the site boundary (Figure 2). Each permanent met tower will be an unguyed (free-standing) structure, with total height

corresponding to the hub height of the associated turbines, for a total height of up to 117 meters (383 feet). Each met tower will have a concrete foundation approximately 15 to 20 feet deep, within a total disturbance area of approximately 1.1 acres. Each tower will be fitted with aviation lighting according to FAA requirements.

- **Supervisory Control and Data Acquisition (SCADA) System.** The Facility will include a SCADA system, which acts as the “nerve center” of the Facility by connecting individual turbines, solar strings, BESS, substation, and meteorological towers to a central computer housed in the O&M building. The SCADA system allows each component of the Facility to be monitored for activity in present time. If an issue arises with a turbine or solar string, it alerts the O&M staff so that the component can be shut down to minimize consequences of failure and potential safety risks. The fiber network will also connect and align with the underground collection system for the turbine layout. The turbines and solar array will be controlled and monitored via the SCADA system and will be controlled remotely.
- **Onsite Electrical Collection System.** The electrical collection system for the Facility wind turbine generators will consist of: (1) a power collection system, which will collect energy generated by each wind turbine at approximately 600 to 690 volts, increase voltage through a generator step-up transformer either located in the nacelle or adjacent to the turbine (pad-mounted) to approximately 34.5 kV, and deliver it via electric collector cables to (2) the Facility step-up substation, where transformers will further increase the voltage delivered by the power collection system to approximately 230 kV, (3) a high-voltage transmission line that will deliver power from the Facility step-up substation to the (4) Facility interconnect location (POI) at the 230-kV BPA Big Eddy to Maupin-Redmond transmission line. “Collector cable” refers to the 34.5-kV aboveground and underground power collection system, and the “transmission line” refers to the 230-kV or higher cables connecting the Facility substation to the interconnect substation and regional transmission grid. Each wind turbine will generate power ranging from approximately 600 volts to 690 volts (voltage could vary, depending on the turbine model ultimately selected for the Facility). A transformer next to or inside of each turbine will increase the voltage to 34.5 kV. From the transformer, power will be transmitted via electric cables. These cables will be installed in the same trench as the fiber optic cables interconnecting the SCADA system.

The Applicant proposes to cable trench approximately 28 miles of 34.5-kV medium-voltage lines underground. It is possible that site conditions, following geotechnical explorations or during construction, may dictate that overhead collector lines need to be installed. The Applicant intends to minimize overhead installations. The solar PV component of the Facility would connect to the Facility-wide electrical collection system via a switching station located inside the solar array fence line. The switching station will gather power from 34.5-kV collector lines leading from the distributed transformers, and transmit to a single 34.5-kV collector line leading from the switching station to the primary project substation. If not distributed within the solar PV component of the Facility, the BESS component of the Facility would connect to the Facility-wide electrical collection system via

the solar switching station, or via its own switching station in the case BESS is deployed without a solar-generating Facility component.

- **Interconnection and Substation System.** As mentioned above, the Facility's POI would occur at the new Boyd Ridge switchyard (or substation) owned by BPA on BPA's existing Big-Eddy to Maupin-Redmond 230-kV transmission line. The total length of onsite 230-kV overhead transmission feeder line would be up to 8 miles in length, and is expected to be carried on wooden H-frame or steel poles. The Facility would construct and use one step-up substation (for both wind and solar) occupying up to 3.6 acres as shown on Figure 2, surrounded by a graveled, fenced area and including the transformer, control house with protective relaying, switching equipment, and an area to park utility vehicles. Transformers will use non-toxic material, such as mineral oil, rather than polychlorinated biphenyl.
- **Operations and Maintenance Building.** The permanent O&M building will be fenced and co-located with the Facility substation of 3.6 acres. The O&M building will have up to approximately 10,000 square feet of enclosed space, which may include office and workshop areas, control room, kitchen, and sanitary facilities. Water for the bathrooms and kitchen will be acquired from an onsite well, constructed and permitted by a licensed contractor according to local and state requirements. Water use will not exceed 5,000 gallons per day. Domestic wastewater generated at the O&M building will drain into an onsite septic system, which will be permitted according to local and state requirements. The O&M building will have an adjacent graveled parking area and fenced storage area. The building area will be secured and will have outside lighting directed downward to limit night glare.
- **Laydown Area.** The Applicant anticipates using a single centralized temporary laydown yard occupying up to 8.3 acres. During construction, portions of the permanently disturbed solar array site may also be temporarily used as a laydown area. Temporary disturbance also is anticipated at each of the turbine locations within a generally circular area extending approximately 250 feet from each turbine tower.
- **Batch Plant.** The Facility would utilize one temporary concrete batch plant, set up on a graveled 2-acre site located within the site boundary, likely located within or adjacent to the centralized laydown yard.
- **Battery Energy Storage System.** The Facility includes an up to approximately 201-MW BESS either centralized as an AC-coupled system integrated with the Facility components, or with distributed units located throughout the solar array (Figure 2). If centralized as an AC-coupled system, the BESS is anticipated to be collocated with the solar facility switchyard or with its own switching station, likely within the 274-acre proposed solar array footprint.
  - If distributed BESS is installed, it will consist of up to 40 sites of lithium-ion batteries in fabricated metal enclosures throughout the solar array areas, located adjacent to each inverter/transformer pad. The lithium-ion battery systems are

modular systems. Each module contains multiple smaller battery cells. The cells are the primary containment for the gel or liquid electrolyte materials. The module containing the cells is relatively small, generally about the size of a desktop computer processor, and serves as leak-proof secondary containment. Modules are placed in anchored racks within the metal enclosures; typically, each rack houses 12 battery modules along with a switchgear assembly. Integral cooling units will be placed within or on top of the metal enclosures. The units will be equipped with fire suppression systems.

- If centralized BESS is installed, it is anticipated to be sited on an approximately 10-acre graveled yard collocated with the solar facility switchyard—or with its own switchyard in the case that solar generating equipment is not installed but a BESS system is installed—within the area contemplated for solar array installation. It would consist of approximately up to 268 fabricated metal enclosures. Each enclosure will hold approximately 72 racks containing the lithium batteries. Approximately every four enclosures would be connected to an adjacent inverter/transformer pad. The lithium-ion battery systems are modular systems, with the same design as described above for distributed BESS.

*(C) The approximate dimensions of major facility structures and visible features.*

**Response:**

The ASC will assess the maximum anticipated impacts of Facility structures and visible features. Preliminary estimates of dimensions for major Facility structures are summarized below and will be updated in the ASC and prior to construction at final design:

- **Wind Turbine Dimensions.** Table B-1 provides the dimensions of the wind turbines under consideration.

**Table B-1. Approximate Dimensions of Major Turbine Structures and Visible Features**

Structure	Minimum	Maximum
Tower Hub Height	90 meters (295 feet)	116 meters (381feet)
Blade Tip Height	157.5 meters (517 feet)	197.5 meters (648 feet)
Blade Tip Clearance	22.5 meters (74 feet)	34.5 meters (113 feet)
Rotor Diameter	133 meters (436 feet)	163 meters (535 feet)

- **Solar Array.** The solar modules will be aligned in strings. The maximum height of the solar modules will be 18 feet when the modules are fully tilted on the racking. The vendor, size, number, and arrangement of the solar modules (as arrays) have not yet been determined. Ultimately, the solar modules will at maximum occupy approximately 274 acres within the approximately 474-acre solar siting area (Figure 2). The exact number and size of modules, layout, and associated equipment specifications will be determined during final design. The

solar array will include up to approximately 178,507 solar modules, depending on the final technology and layout selected, and up to approximately 40 inverters to convert electricity generated by the solar panels from DC to AC.

- **Battery Energy Storage System.**

If centralized BESS is installed, it is anticipated to be sited on an approximately 10-acre graveled yard collocated with the solar facility switchyard—or with its own switchyard in the case that solar generating equipment is not installed but a BESS system is installed—within the area contemplated for solar array installation. It would consist of approximately up to 268 fabricated metal enclosures. Each enclosure will hold approximately 72 racks containing the lithium batteries. Approximately every four enclosures would be connected to an adjacent inverter/transformer pad. If distributed BESS is installed, it will consist of up to 40 sites of lithium-ion batteries in metal enclosures throughout the solar array areas, located adjacent to each inverter/transformer pad. As described above, the lithium-ion battery types may use a series of self-contained enclosures measuring approximately 12 feet wide, 36 feet long, and 10 feet tall. Lithium-ion battery systems are modular systems. Each module contains multiple smaller battery cells, each measuring up to 3.2 by 7 centimeters. Modules are placed in anchored racks within the concrete containers; typically, each rack houses 12 battery modules along with a switchgear assembly.

- **Collector Substation.** The 34.5-kV collector line system will link each turbine to the Facility collector substation, which will step up the power from 34.5 kV to 230 kV. The Facility's substation will occupy up to 3.6 acres within the Facility site boundary (Figure 2), surrounded by a graveled, fenced area, and is the same substation that will be used by the proposed solar arrays.
- **230-kV Transmission Line.** A new overhead 230-kV transmission feeder line approximately 8 miles in length would connect the Facility's collector substation to the regional grid at BPA's Boyd Ridge substation. The 230-kV transmission line would run northwest from the collector substation for approximately two miles, then almost due west for another six miles to the Boyd Ridge substation, connecting with BPA's 500-kV Big Eddy to Maupin-Redmond transmission line. The Facility transmission line will be supported on wooden H-frame or steel monopole poles that are up to approximately 140 feet in height and spaced approximately 900 feet apart on average, depending on the terrain. The planned right-of-way for the transmission line is approximately 150 feet wide. BPA will be responsible for the operation and maintenance of the interconnection facility.
- **Onsite Electrical Collection System.** The Facility's wind turbine generators would connect to the electrical collection system with 34.5-kV medium-voltage lines, approximately 28 miles of cable trench. The solar PV component of the Facility would connect to the Facility-wide electrical collection system via a switching station located inside the solar array fenceline. The switching station will gather power from 34.5-kV collector lines leading from the distributed transformers, and transmit to a single 34.5-kV collector line leading from the



switching station to the primary project substation. The new 34.5-kV collection lines will be constructed underground to the extent possible. If any 34.5-kV collector lines are installed overhead—for example, in order to minimize environmental impacts or accommodate terrain—they would be constructed with single- or double-circuit wood monopole structures. The structures would be up to 100 feet tall, depending on the terrain, with 3-foot-diameter poles spaced approximately 150 to 300 feet apart.

# Exhibit C. Facility Location – OAR 345-020-0011(1)(c)

*(c) Exhibit C. A description of the location of the proposed energy facility site and the proposed site of each related or supporting facility and all areas that might be temporarily disturbed during construction of the facility, including the approximate land area of each.*

**Response:**

The Facility site boundary encompasses a total of approximately 4,601 acres of privately owned land located entirely in rural Wasco County, 17 miles southeast of The Dalles and approximately 8 miles east of Dufur, Oregon (Figure 1). The Facility Site Boundary encompasses some or all of the Townships, Ranges and Sections identified in Table C-1 that might be temporarily or permanently disturbed during construction of the Facility.

**Table C-1. Facility Location by Township, Range, and Section within the Facility Site Boundary**

Township and Range	Section
Wasco County	
1S 14E	15, 21-24
1S 15E	11, 13, 14, 15, 18-24, 26-29, 31-33
2S 15E	3-10

## Exhibit D. Alternative Locations – OAR 345-020-0011(1)(d)

*(d) **Exhibit 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, identification of at least two proposed corridors, as defined in OAR 345-001-0010, or identification of a single proposed corridor with an explanation of why alternate corridors are unlikely to better meet the applicant's needs and satisfy the Council's standards. The applicant must include an explanation of the basis for selecting the proposed corridors and, for each proposed corridor, the information described in subsections (e), (g), (i), (j), (k), (L), (o) and (q) that is available from existing maps, aerial photographs, and a search of readily available literature.*

**Response:**

The Facility is not a pipeline nor a transmission line as defined by ORS 469.300. The Facility includes neither a pipeline nor transmission line that, by themselves, would be considered an energy facility under ORS 469.300(11)(a)(C).

# Exhibit E. Permits Needed for Construction and Operation – OAR 345-020-0011(1)(e)

*(e) **Exhibit E.** Identification of all federal, state and local government permits related to the siting of the proposed facility, a legal citation of the statute, rule or ordinance governing each permit, and the name, address, email address and telephone number of the agency or office responsible for each permit. For each permit, the applicant must provide a preliminary analysis of whether the permit should or should not be included in and governed by the site certificate.*

**Response:**

Table E-1 identifies the applicable federal, state, and local permits required for construction and operation of the Facility.

**Table E-1. Permits or Other Approvals Required for Construction and Operation of the Facility**

Permit	Agency	Authority/Description
<b>Federal Permits</b>		
Clean Water Act, Section 404	U.S. Army Corps of Engineers Attn: Danielle Erb, Wasco County Project Manager PO Box 2946 Portland, OR 97208 (503) 808-4368 Danielle.H.Erb@usace.army.mil	Clean Water Act, Section 404 (33 United States Code (USC) § 1344); 33 Code of Federal Regulations (CFR) §§ 320, 323, 325.28, and 330 Description: A Section 404 Permit will be required if dredge or fill occurs in waters of the United States. This is a federal permit and therefore not included in or governed by the site certificate. Not expected based on avoidance by project design.
Notice of Proposed Construction or Alteration (Form 7460-1)	Federal Aviation Administration (FAA) Attn: Dan Shoemaker, Airspace Specialist Seattle Obstruction Evaluation Group 1601 Lind Avenue SW Renton, WA 98057 (425) 227-2791 Dan.shoemaker@faa.gov	Federal Aviation Act of 1958 (14 USC § 44718); 14 CFR § 77 Description: Required for construction of any object over 200 feet above ground level at the location of the proposed action, construction or alterations that may affect navigable airspace pertaining to potential glare from solar arrays, and for construction of structures within specified distances of runways or helipads. No permit is issued by the FAA. This permit includes Department of Defense coordination. Therefore, this permit should not be included in or governed by the site certificate.

<b>Permit</b>	<b>Agency</b>	<b>Authority/Description</b>
Supplemental Notice of Actual Construction or Alteration (Form 7460-2)	FAA Attn: Dan Shoemaker, Airspace Specialist Seattle Obstruction Evaluation Group 1601 Lind Avenue SW Renton, WA 98057 (425) 227-2791 Dan.shoemaker@faa.gov	Federal Aviation Act of 1958 (14 USC § 44718); 14 CFR § 77  Description: Submission of the Supplemental Notice of Actual Construction or Alteration form must be filed within five days after construction reaches its greatest height as specified in the No Hazard Determination. No permit is issued by the FAA. Therefore, this permit should not be included in or governed by the site certificate.
Record of Decision/ National Environmental Policy Act Compliance	Bonneville Power Administration (BPA) Attn: Eric Taylor, Customer Manager PO Box 3621 Portland, OR 97208 (360) 619-6014 ektaylor@bpa.gov	National Environmental Policy Act, Section 102 (42 USC § 4332); 40 CFR § 1500  Description: Interconnection to BPA's transmission system is subject to review under NEPA. BPA will lead this process as a separate action from the site certificate process. This is a federal permit and should not be included in or governed by the site certificate.
<b>State Permits</b>		
Energy Facility Site Certificate	Oregon Department of Energy and Energy Facility Siting Council (Council) Attn: Todd Cornett, Assistant Director 550 Capitol Street NE Salem, OR 97301 (503) 428-2962 todd.cornett@oregon.gov	Oregon Revised Statute (ORS) 469.300 et seq.; Oregon Administrative Rule (OAR) Chapter 345, Divisions 1, 21-24  Description: This site certificate is the subject of this Notice of Intent (NOI).
Removal-Fill Permit	Oregon Department of State Lands Attn: Richard Fitzgerald, Removal Fill Coordinator 951 SW Simpson Avenue, Suite 104 Bend, OR 97702 (541) 388-6060 Richard.W.Fitzgerald@dsl.oregon.gov	Oregon's Removal-Fill Law (ORS 196.795 et seq.) Description: A removal-fill permit is required if 50 cubic yards or more of material is removed, filled, or altered within a jurisdictional water of the State. The Facility is not anticipated to impact jurisdictional waters and/or wetlands of the state. If this is proposed or needed, the Removal-Fill Permit should be included in and governed by the Council site certificate under ORS 469.401(3).

<b>Permit</b>	<b>Agency</b>	<b>Authority/Description</b>
General Water Pollution Control Facilities (WPCF) Permit, WPCF-1000, Gravel Mining and Batch Plant	Oregon Department of Environmental Quality (ODEQ), Eastern Region Attn: Patty Isaak, Permit Coordinator for Eastern Region 800 SE Emigrant Avenue, Suite 330 Pendleton, OR 97801 (541) 276-4605 Patty.Isaak@deq.oregon.gov	ORS 468B; OAR Chapter 340, Divisions 40, 41, 44, 45, 52  Description: A WPCF-1000 authorizes the permittee to operate a wastewater collection, treatment, control, and disposal system for sand, gravel, and other nonmetallic mineral quarrying and mining operations, including asphalt-mix batch plants, concrete batch plants, and other related activities. If a temporary batch plant is required for Facility construction, the Applicant or its third-party contractor will obtain a WPCF-1000 permit directly from ODEQ, and therefore this permit should not be included in or governed by the site certificate.
Water Right Permit or Water Use Authorization	Oregon Water Resources Department Water Rights Section, District 3 Attn: Robert Wood, District 3 Watermaster 2705 E 2 <sup>nd</sup> Street The Dalles, OR 97058 (541) 506-2652 Robert.L.Wood@water.oregon.gov	ORS 537 and 540.505-589; OAR Chapter 690, Divisions 310, 340, and 410  Description: During construction, the construction contractor will be responsible for identifying water sources and assuring that any needed permits or approval are obtained for construction water use. Water will either be obtained from private or municipal source, or from an existing or newly constructed onsite well permitted under a limited water use license issued by Oregon Water Resources Department. During operation, the Facility will obtain water from an exempt, onsite groundwater well or wells, which allows the use of up to 5,000 gallons per day of groundwater for industrial and commercial applications. The exempt well can be used for long-term operational use such as for solar panel-washing. This permit should not be included in or governed by the site certificate.
Oversize Load Movement Permit/Load Registration	Oregon Department of Transportation (ODOT) Attn: Gary Farnsworth, Region 4 Manager Region 4 Headquarters 63055 N Highway 97 Bend, OR 97701 (541) 388-6071 Gary.C.FARNSWORTH@odot.oregon.gov	ORS 818.030; OAR Chapter 734, Division 82  Description: Authorization for oversized loads. Movement of construction cranes and other equipment and materials may require this permit. If needed, the Applicant's third-party contractor will obtain this permit and load registration from ODOT and therefore this permit should not be included in or governed by the site certificate.

<b>Permit</b>	<b>Agency</b>	<b>Authority/Description</b>
Access Management Permit	<p>ODOT  Attn: Gary Farnsworth, Region 4 Manager  Region 4 Headquarters  63055 N Highway 97  Bend, OR 97701  (541) 388-6071  Gary.C.FARNSWORTH@odot.oregon.gov</p>	<p>OAR Chapter 734, Division 51  Description: Access from Oregon state highways will require an access permit, which may be issued by the local ODOT District Offices. If needed, the Applicant's third-party contractor will obtain this permit directly from ODOT and therefore this permit should not be included in or governed by the site certificate.</p>
Permit to Occupy or Perform Operations Upon a State Highway	<p>ODOT  Attn: Gary Farnsworth, Region 4 Manager  Region 4 Headquarters  63055 N Highway 97  Bend, OR 97701  (541) 388-6071  Gary.C.FARNSWORTH@odot.oregon.gov</p>	<p>OAR Chapter 734, Division 55 (Pole Lines, Buried Cables, and Miscellaneous Operations)  Description: Utility installations within the right-of-way of a state highway in Oregon require a permit issued by ODOT. If needed, the Applicant's third-party contractor will obtain this permit directly from ODOT and therefore this permit should not be included in or governed by the site certificate.</p>
Aeronautical Study of Obstruction Standards	<p>Oregon Department of Aviation  Attn: Heather Peck, Planning and Programs Manager  3040 25<sup>th</sup> Street, SE  Salem, OR 97302  (503) 378-4880  Heather.PECK@odav.oregon.gov</p>	<p>OAR Chapter 738, Division 70  Description: The Oregon Department of Aviation provides an aeronautical study and determination letter following review of Form 7460-1 (see above in federal permits) for structures greater than 500 feet above ground surface. No permit is issued by the Oregon Department of Aviation. The aeronautical study is useful in understanding the 7460-1 process but is outside Council jurisdiction. Therefore, this permit should not be included in or governed by the site certificate.</p>
Basic Air Contaminant Discharge Permit (ACDP)	<p>ODEQ, Eastern Region  Attn: Erik Shafer, Eastern Region Air Quality Permit Coordinator  800 SE Emigrant Avenue, Suite 330  Pendleton, OR 97801  (503) 688-0493  erik.shafer@deq.oregon.gov</p>	<p>Clean Air Act (42 USC Section 7401 et seq.); 40 CFR § 50, 51, and 52; ORS Chapters 468 and 468A; OAR Chapter 340, Division 216  Description: A Basic ACDP authorizes the permittee to operate a stationary or portable concrete manufacturing plant that produces more than 5,000 but less than 25,000 cubic yards per year output. If a stationary or portable concrete manufacturing plant is required for Facility construction, the Applicant or its third-party contractor will obtain a Basic ACDP from ODEQ for concrete batch plants used during construction. This federal process is not within Council jurisdiction and therefore should not be included in or governed by the site certificate.</p>

<b>Permit</b>	<b>Agency</b>	<b>Authority/Description</b>
National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge and Mine Dewatering Discharge Permit 1200-A	ODEQ, Eastern Region Attn: Patty Isaak, Permit Coordinator for Eastern Region 800 SE Emigrant Avenue, Suite 330 Pendleton, OR 97801 (541) 276-4605 Patty.Isaak@deq.oregon.gov	Clean Water Act, Section 402 (33 USC § 1342); 40 CFR § 122; ORS 468 and 468B; OAR Chapter 340, Division 45  Description: An NPDES permit is required for discharge of stormwater from a point source to surface water or to a conveyance system that discharges to surface water. This applies to concrete batch plants. This federally delegated permit is not eligible for inclusion in the site certificate because it is outside Council jurisdiction and should not be included in or governed by the site certificate.
NPDES Stormwater Discharge Permit 1200-C	ODEQ, Eastern Region Attn: Patty Isaak, Permit Coordinator for Eastern Region 800 SE Emigrant Avenue, Suite 330 Pendleton, OR 97801 (541) 276-4605 Patty.Isaak@deq.oregon.gov	Clean Water Act, Section 402 (33 USC § 1342); 40 CFR § 122; ORS 468 and 468B; OAR Chapter 340, Division 45  Description: An NPDES permit is required for construction activities that will disturb one or more acres of land and has a potential to impact waters of the state. The Applicant will obtain this permit directly from ODEQ and it should not be included in or governed by the site certificate.
401 Water Quality Certification	ODEQ, Eastern Region Attn: Jeff Brittain, Program Coordinator 400 E Scenic Drive, Suite 307 The Dalles, OR 97058 (503) 229-5395 Jeffrey.BRITTAIN@deq.oregon.gov	Clean Water Act, Section 401 (33 USC § 1341); OAR Chapter 340, Division 48  Description: Water quality certification is required for projects that are processed under the U.S. Army Corps of Engineers Section 404 Nationwide Permits. This federally delegated permit is not eligible for inclusion in the site certificate because it is outside Council jurisdiction. Not expected based on avoidance by project design.
General Water Pollution Control Facilities Permit, WPCF-1700-B	ODEQ, Eastern Region Attn: Patty Isaak, Permit Coordinator for Eastern Region 800 SE Emigrant Avenue, Suite 330 Pendleton, OR 97801 (541) 276-4605 Patty.Isaak@deq.oregon.gov	ORS 468B; OAR Chapter 340, Division 45  Description: If solar panel washing is determined to be needed, the Applicant or a third-party contractor who will conduct the solar panel washing activities may seek coverage under the WPCF-1700-B permit from ODEQ following completion of construction and before initiating washing activities. Therefore, this permit should not be included in and governed by the site certificate.



<b>Permit</b>	<b>Agency</b>	<b>Authority/Description</b>
Archaeological Excavation Permit	Oregon Parks and Recreation Department, State Historic Preservation Office Attn: John Pouley, State Archaeologist 725 Summer Street NE, Suite C Salem, OR 97301 (503) 480-9164 John.Pouley@opr.d.oregon.gov	ORS Chapter 97, 358, and 390; OAR Chapter 736, Division 51  Description: Ground-disturbing activity that may affect a known or unknown archaeological resource on public or private lands requires a permit issued by the Oregon Parks and Recreation Department. If needed, the Applicant will obtain it from the State Historic Preservation Office and therefore this permit should not be included in and governed by the site certificate.
<b>Local Permits</b>		
Conditional Use Permit (CUP), Zoning Permit, Goal 3 Comprehensive Plan Amendment	Wasco County Planning Department Attn: Kelly Howsley-Glover, Planning Director 2705 East 2nd Street The Dalles, OR 97058 (541) 506-2560 kellyg@co.wasco.or.us	Wasco County Land Use and Development Ordinance (WCLUDO) Section 3.210, Exclusive Farm Use Zone; WCLUDO Chapter 5, Conditional Use Review; WCLUDO Chapter 19.030 Standards for Energy Facilities; WCLUDO Chapter 20, Site Plan Review  Description: The Applicant elects to obtain a Council determination under ORS Chapter 469.504(1)(b). Under ORS 469.401(3), following issuance of the site certificate, the County, upon the Applicant's submission or the proper application and fee, shall issue the permits addressed in the site certificate, subject only to the conditions set forth in the site certificate and without hearings or other proceedings. This permit should be included in and governed by the site certificate.
Building Permit	Wasco County Building Codes Services Department Attn: Mark VanVoast, Building Official Wasco County Building Codes Services 2705 East 2nd Street The Dalles, OR 97058 (541) 506-2650 BuildingCodes@co.wasco.or.us	OAR Chapter 918, Divisions 309 & 780; Oregon Structural Specialty Code  Description: A building permit is required for review and approval from Wasco County prior to commencement of construction of energy facilities. These are applied for and issued by the Wasco County Building Codes Services Department. A building permit will be obtained by the construction contractor prior to construction of each component for which a building permit would be required; therefore, this permit should not be included in or governed by the site certificate.

<b>Permit</b>	<b>Agency</b>	<b>Authority/Description</b>
Site Evaluation Application & New Construction Permit (Septic)	North Central Public Health District Onsite Wastewater Program 419 E 7th St, The Dalles, OR 97058 (541) 506-2600 publichealth@ncphd.org	ORS 454 and 468B; OAR Chapter 340, Division 71 (340-071-0120(1) allows ODEQ to delegate authority to local governmental units)  Facilities with an onsite sewage disposal system must obtain a Site Evaluation & New Construction Permit before construction. The Facility will have a daily sewage flow of fewer than 2,500 gallons and the Applicant's third-party contractor will obtain the permit from North Central Public Health District and Wasco County for the operations and maintenance (O&M) building. Therefore, this permit should not be included in and governed by the site certificate.
Road Approach Permit	Wasco County Public Works Department Attn: Arthur Smith, Director Wasco County Public Works 2705 East 2nd Street The Dalles, OR 97058 (541) 506-2645 ArthurS@co.wasco.or.us	WCLUDO Chapter 19 Energy Facilities  Description: New driveways and increases or changes of use for existing driveways which access a public road shall obtain a Road Approach Permit from Wasco County Public Works or the Oregon Department of Transportation. This permit will be obtained by the construction contractor prior to construction. Therefore, this permit should not be included in or governed by the site certificate.
Utility Permit	Wasco County Public Works Department Attn: Arthur Smith, Director Wasco County Public Works 2705 East 2nd Street The Dalles, OR 97058 (541) 506-2645 ArthurS@co.wasco.or.us	WCLUDO Chapter 19 Energy Facilities  Description: If required to enter into a Road Use Agreement with the County, the Applicant is required to obtain a utility permit for utility installation and approach permits. This permit will be obtained by the construction contractor prior to construction. Therefore, this permit should not be included in or governed by the site certificate.

## Exhibit F. Property Ownership – OAR 345-020-0011(1)(f)

*(f) Exhibit F. A list of the names and mailing addresses of property owners, as described in this rule:*

*(A) The list must include all owners of record, as shown on the most recent property tax assessment roll, of property located:*

*(i) Within 100 feet of property which is the subject of the NOI, where the subject property is wholly or in part within an urban growth boundary;*

*(ii) Within 250 feet of property which is the subject of the NOI, where the subject property is outside an urban growth boundary and not within a farm or forest zone; or*

*(iii) Within 500 feet of property which is the subject of the NOI, where the subject property is within a farm or forest zone; and*

*(B) In addition to incorporating the list in the NOI, the applicant must submit the list to the Department in an electronic format acceptable to the Department.*

### **Response:**

In accordance with Oregon Administrative Rule (OAR) 345-020-0011(1)(f), Attachment 2 is a list of the names and mailing addresses of property owners within 500 feet of the Facility's site boundary. The Facility is located in the Wasco County Exclusive Farm Use (EFU; A-1) zone (Figure 3). Therefore, OAR 345-020-0011(1)(f)(iii) applies to the Facility. Additionally, the Applicant has provided an electronic list of the property owner information to ODOE in accordance with OAR 345-020-0011(1)(f)(B). Tax lot boundaries and assessor information for Wasco County was obtained from the Wasco County Assessor on December 27, 2023, respectively.

# Exhibit G. Facility Maps – OAR 345-020-0011(1)(g)

*(g) Exhibit G. A map or maps showing:*

*(A) 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;*

**Response:**

The components of each figure addressing the above criteria are listed below:

- **Figure 1** shows the location of the Facility site boundary in relation to county boundaries, major roads, highways, cities and towns, and airports.
- **Figure 2** is an overview of the Facility components and their layout in relation to the surrounding area. Figure 2 shows the proposed site boundary, county boundaries, city and towns, major roads and highways, and specific components such as the proposed turbines; the solar array including the fence line, AC station, solar switching station, and solar tracker; new and upgraded access roads; existing and proposed transmission lines; underground collection lines; O&M building; substation; and laydown area.
- **Figure 3** shows the underlying zoning designation for the Facility. The site boundary is within Wasco County's EFU (A-1) zone.
- **Figure 4** identifies the study areas and their associated mileage that are defined by OAR 345-001-0010(35).
- **Figure 5** shows the topographic features of the surrounding area in comparison to the proposed site boundary. Local roads and county boundaries are also shown.
- **Figure 6** identifies the federal, state, and local protected areas as defined by OAR 345-001-0010(26), within a 20-mile buffer of the proposed site boundary.
- **Figure 7** shows hydrology and wetland data within the vicinity of the Facility from the National Wetlands Inventory (NWI) and National Hydrography Dataset (NHD).
- **Figure 8** shows the permitted energy facilities within 10 miles of the proposed site boundary. Additionally, major roads, existing transmission lines, and existing substations are shown on the figure.

*(B) The proposed locations of the corridors the applicant has identified under subsection (d) in relation to major roads, water bodies, cities and towns, important landmarks and topographic features;*

**Response:**

As previously mentioned, the Facility is not a pipeline or transmission line as defined under OAR 469.300. Additionally, the Facility is not proposing a pipeline or transmission line that would be considered an energy facility. Therefore, alternate corridors were not identified for the Facility under subsection (d).

*(C) The study areas for the proposed facility as defined in OAR 345-001-0010;*

**Response:**

As shown on Figure 4, the study areas defined under OAR 345-001-0010(35) include the area within the site boundary and the area within the following distances from the site boundary: a 20-mile protected areas buffer; a 10-mile scenic resources and public services area; a 5-mile recreational opportunities area; a 5-mile threatened and endangered plant and animal species area; and a 0.5-mile area for land use, wildfire risk, and fish and wildlife habitat.

*(D) The topography of the study areas including streams, rivers, lakes, major roads and contour lines;*

**Response:**

As previously mentioned, Figure 5 shows topographic features of the surrounding area in relation to the proposed site boundary. Local roads, county boundaries, contour lines, and waterbodies also are shown.

*(E) All protected areas in the study area as defined in OAR 345-001-0010 for impacts to protected areas;*

**Response:**

Protected areas defined under OAR 345-001-0010 are shown and labeled on Figure 6.

*(F) The location of any potential waters of the state or waters of the United States that are on or adjacent to the site; and*

**Response:**

Figure 7 shows potential waters of the state and potential waters of the United States using data from the NWI and NHD. Ephemeral, intermittent and perennial streams cross through and around the proposed site boundary according to the NHD. Several different waterbodies were identified through the NWI, near and throughout the proposed site boundary, including potential riverine wetlands.

*(G) For energy generation facilities, the approximate locations of any other energy generation facilities that are known to the applicant to be permitted at the state or local level within the study area as defined in OAR 345-001-0010 for impacts to public services.*

**Response:**

The Golden Hills Wind energy generation facilities are permitted under the Council and are within 10 miles of the proposed site boundary as shown on Figure 8. In addition, as discussed above, the Facility will be located on a site that was previously approved by the Council for SRW. The Applicant does not intend to develop both facilities. The Applicant plans to submit an application to terminate the Site Certificate for SRW and anticipates securing approval of its termination application in Q1 of 2024. No other existing energy generation facilities have been identified within 10 miles of the Facility.

## **Exhibit H. Non-generating Energy Facility – OAR 345-020-0011(1)(h)**

*(h) **Exhibit H.** If the proposed facility is a non-generating energy facility for which the applicant must demonstrate need under OAR 345-023-0005, identification of the rule in division 23 of this chapter under which the applicant intends to demonstrate need and a summary statement of the need and justification for the proposed facility.*

**Response:**

The Facility is not a non-generating energy facility. Therefore, this rule is not applicable.

## Exhibit I. Land Use – OAR 345-020-0011(1)(i)

*(i) **Exhibit I.** A statement indicating whether the applicant intends to satisfy the Council's land use standard, OAR 345-022-0030, by obtaining local land use approval under ORS 469.504(1)(a) or by seeking a Council determination under ORS 469.504(1)(b).*

**Response:**

The proposed Facility site boundary is within Wasco County's EFU (A-1) zoning district (Figure 3). The Applicant intends to satisfy the Council's land use standard, OAR 345-022-0030, by seeking a Council determination under ORS 469.504(1)(b). The Applicant seeks a determination by Council of compliance with Wasco County's land use standards for the Facility.



# Exhibit J. Environmental Impacts – OAR 345-020-0011(1)(j)

*(j) **Exhibit J.** Identification of potential significant environmental impacts of construction and operation of the proposed facility on resources in the study areas, including those impacts affecting air quality, surface and ground water quality and availability, wildlife and wildlife habitat, threatened and endangered plant and animal species, historic, cultural and archaeological resources, scenic resources, recreation opportunities, land use, and wildfire risk.*

## **Response:**

Potential significant environmental impacts of the Facility on air quality, surface and groundwater quality, fish and wildlife habitats, threatened and endangered plant and animal species, historic, cultural and archeological resources, scenic and protected resources, recreation, land use, and wildfire risk are identified in this exhibit. The applicable study areas for these resources are shown below in Table J-1.

**Table J-1. Study Areas for Environmental Impacts**

<b>Resource</b>	<b>Study Area</b>	<b>Regulatory Requirement</b>
Air Quality	Facility site boundary	Not applicable
Surface and Groundwater Quality and Availability (includes wetlands and waters of the state)	Facility site boundary	Not applicable
Fish and Wildlife Habitat	0.5 miles from Facility site boundary	OAR 345-001-0010(35)(c)
Threatened and Endangered Plant and Animal Species	5 miles from Facility site boundary	OAR 345-001-0010(35)(a)
Historic, Cultural and Archaeological Resources	Facility site boundary	Not applicable
Scenic Resources	10 miles from Facility site boundary	OAR 345-001-0010(35)(b)
Recreation	5 miles from Facility site boundary	OAR 345-001-0010(35)(d)
Land Use	0.5 miles from Facility site boundary	OAR 345-001-0010(35)(c)
Wildfire Risk	0.5 miles from Facility site boundary	OAR 345-001-0010(35)(c)

## **Air Quality**

The primary sources of air pollution during construction and operation of the Facility are pollutants coming from the emissions of vehicles traveling to and from the Facility and fugitive dust. The wind turbines, collector lines, substation, transmission lines, solar modules, collector lines, BESS, and related and supporting components will not produce air contaminants and therefore will not have a negative impact on air quality in the area. Generally, vehicles traveling to and from the site will

include large trucks carrying various materials and employees commuting to the site. Fugitive dust can be generated from vehicles driving on unpaved gravel roads. Dust control best management practices, which will be thoroughly discussed in the ASC, will be implemented during construction to minimize the effects of dust.

Because vehicles and dust generated during construction and operations are mobile, temporary, and non-point sources, they are not subject to air quality permitting. Facility-related vehicles, workers' vehicles, and vehicles used for delivery of construction supplies and equipment, or operational supplies, are subject to the Oregon Department of Transportation (ODOT) and U.S. Department of Transportation regulations for registration and emissions. Facility construction equipment will be subject to the federal non-road engine standards in 40 Code of Federal Regulations Part 1039 (formerly 89; National Archives 2023). These standards establish the maximum allowable emission rates for compression ignition non-road engines based on the model year of the engine.

## **Surface and Groundwater**

### ***Surface and Groundwater Quality***

Pollutants will not be discharged from the Facility to surface water or groundwater. The Applicant will obtain a National Pollutant Discharge Elimination (NPDES) 1200-C permit from ODEQ to address potential temporary impacts from construction stormwater runoff. An Erosion and Sediment Control Plan will be created to minimize impacts from stormwater runoff. During construction, employees will use onsite portable toilets; waste will be disposed of offsite by a licensed contractor. The O&M building will be served by a septic system and water will be provided by an exempt well. Any equipment washing will ensure no washwater runoff to surface waters, storm sewers or dry wells; no usage of acids, bases or metal brighteners; and limited use of biodegradable, phosphate-free cleaners.

### ***Surface and Groundwater Availability***

During construction of the Facility, approximately 52,500 gallons of water per day will be used for site conditions control and construction activities. Water is anticipated to come from wells onsite or a nearby municipal water source with existing water rights. The expected water amounts used for construction of the Facility will be discussed in the ASC. Additionally, the Applicant will confirm with the appropriate municipality that the anticipated amount of water needed for construction of the Facility will be available.

Once the Facility is under operation, water will be provided by an exempt well. Generally, water during operations will be used for drinking, kitchen use, showers and toilets, and solar panel washing. The average amount of water used at the O&M building will be less than 5,000 gallons per day during operations.

## Wetlands and Waters of the State of Oregon

The Applicant has conducted onsite wetland delineations for the Facility site boundary and identified 9 wetlands, 27 waterways, and 1 artificial stock pond. The wetland delineations were conducted using the Level 2 Routine Delineation Method described in the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (USACE 1987) and further supported by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (USACE 2008). The report results have been accepted and concurred upon by the Oregon Department of State Lands. The Applicant will provide the in-depth analysis of waters of the state, wetlands, and waters of the United States and Wetland Delineation Report in the ASC.

## Wildlife and Wildlife Habitat

As shown in Table J-2, the habitat types and subtypes within the site boundary identified from the 2023 (and all preceding) habitat surveys are described below. Habitat types within the site boundary is primarily dryland wheat and exotic annual grassland. A significant proportion of the land also includes grasslands and shrub-steppe. There are minimal acreages of woodland and wetland habitats in the site boundary (Gerhardt et al. 2023).

**Table J-2. Habitat Types within the Facility Site Boundary**

Habitat Type	Habitat Subtype	Total Acres in Amended Site Boundary <sup>1</sup>
Developed/Disturbed	Dryland Wheat or Other Small Grain	2,124
	Farmyard or Residence	21
	Quarry	1
	Road	53
	Vineyard	–
Grassland	Exotic Annual Grassland	937
	Native Perennial Grassland	647
	Old Field	55
	Revegetated Grassland	316
Shrub-steppe	Big Sagebrush Shrub-steppe	53
	Rabbitbrush/Buckwheat Shrub-steppe	388
Surface Water	Pond	0
Woodland	Riparian Shrublands/Woodland	6
<b>Totals</b>		4,601
1. Total may not sum precisely due to rounding.		

Portions of the Facility site boundary are located within the Wasco County Sensitive Wildlife Habitat Overlay (Wasco County 2023). Results from wildlife surveys performed to determine species present within the site boundary, and to evaluate habitat functions and values present to support wildlife within the Facility site boundary, will be presented during the ASC submission. Habitat surveys presented would be informed by the ODFW Fish and Wildlife Habitat Mitigation Policy ([OAR] 635-415-0025), which defines six habitat quality categories ranging from Category 1 habitat (i.e., essential, limited, and irreplaceable habitat) to Category 6 habitat (i.e., habitat that has low potential to become essential or important habitat for fish and wildlife). The study area consists of Category 2, 3, 4, and 6 habitat (Gerhardt et al. 2023). A more in-depth analysis of specific species and their habitats will be provided in the ASC.

### **Sensitive, Threatened, and Endangered Species**

Survey results for special status plant and wildlife species conducted within the Facility site boundary, including a raptor and eagle nest survey within a 0.5-mile buffer around the Facility site boundary, will be provided in the ASC. According to data from the Oregon Biodiversity Information Center, wildlife target species in the study area are all Special Status species and not listed as threatened or endangered in the state of Oregon; there are no state-listed threatened or endangered wildlife species with the potential to occur in the study area (Gerhardt et al. 2023, ORBIC 2019). Five threatened, endangered or candidate plant species were identified as having the potential to occur in the study area (Gerhardt et al. 2023, ORBIC 2019).

Multiple special status plant and wildlife species have been documented in the vicinity of the Facility site boundary during prior surveys, including historical nesting areas for golden eagles to the east (but outside) of the Facility and two golden eagle nests, approximately 1.5 miles to the east of the site boundary. Portions of the Facility are also located within the ODFW Mule Deer Winter Range and ODFW Elk Winter Range and Mule Deer Winter Range overlays.

Results of field surveys and analysis of potential impacts to sensitive, threatened, and endangered species will be provided in the ASC, along with measures to reduce impacts to these species.

### **Historic, Cultural, and Archaeological Resources**

The Applicant has conducted cultural resource surveys within the Facility site boundary to evaluate the presence or absence of historic properties of cultural resources that may or may not meet the threshold of significance necessary to qualify them as historic properties. Oregon State Historic Preservation Office study methodologies were followed and were consistent with U.S. Secretary of Interior standards for cultural resource surveys under Section 106 of the National Historic Preservation Act (Public Law 89-665). An in-depth analysis of survey results will be provided in the ASC.

## **Scenic Resources**

As shown in Figure 4, the scenic resource study area is defined as the area within the Facility site boundary plus a 10-mile buffer, in accordance with OAR 345-001-0010(59)(b). Pursuant to OAR 345-021-0010(1)(r) and 345-022-0080(1), scenic resources to be considered are those “identified as significant or important in a land use management plan adopted by one or more local, tribal, state, regional, or federal government or agency applicable to lands within the analysis area for scenic resources.”

Local land use plans to be considered include the Wasco County Comprehensive Plan, Wasco County Land Use and Development Ordinance (WCLUDO), and local comprehensive plans and development codes for jurisdictions within 10 miles of the Facility site boundary. The visual assessment included with the ASC will include proposed mitigation measures, if needed, for significant potential impacts identified through the ASC process.

## **Recreational Opportunities**

The recreational opportunities study area consists of the Facility site boundary plus a surrounding 5-mile buffer (Figure 4), in accordance with OAR 345-001-0010(35)(d). Generally, recreational activities in the study area consist of hiking, fishing, boating, camping, bicycling, photography, game and bird hunting, and sightseeing (Wasco County 2022a). These activities also occur in numerous locations outside the study area. The ASC will include a specific analysis of the impacts to recreational opportunities within the study area. These recreational opportunities will be evaluated for uniqueness and irreplaceability required by OAR 345-022-0100(2).

## **Land Use**

The study area for land use consists of the area within the Facility site boundary plus a surrounding 0.5-mile buffer in accordance with OAR 345-001-0010(35)(c). As shown in Figure 3, the Facility’s site boundary is within Wasco County’s EFU (A-1) zone (Wasco County 2022d, 2023). Based on a review of the County’s overlay zoning information, portions of the Facility study area are also within the County’s Mineral and Aggregate (OZ-5), Sensitive Wildlife Habitat (EPD-8), and Military Airspace (OZ-15) overlay zones (Wasco County 2023). In addition, a portion of the study area is located in the Natural Areas Overlay (which is part of the Natural Areas, Wild and Scenic River and Oregon Scenic Waterways Overlay [OZ-7]) (USFS 2022). Applicable development standards for these zones and overlay zones will be addressed in Exhibit K of the ASC. Land within the site boundary is currently used for growing winter wheat and grazing. Impacts to agricultural land will also be further discussed in Exhibit K of the ASC.

## Wildfire Risk

The study area for wildfire risk consists of the area within the Facility site boundary plus a surrounding 0.5-mile buffer, in accordance with OAR 345-001-0010(35)(c). The Oregon Community Wildfire Protection Plan Planning Tool (CWPP 2018, ODF 2023) shows a majority of the land in the study area has a high burn probability. Additionally, a majority of the study area has a modeled average flame length of 4 to 8 feet (CWPP 2018). Water trucks will be onsite for dust management and will provide water to support fire control if needed. The ASC will provide a detailed analysis of the baseline fire risk, seasonal fire risk, heightened risk area, and high fire consequence areas for the study area. The Applicant will coordinate with the Petersburg Rangeland Fire Protection Agency (RFPA) and agencies providing protection for non-structural fires in this area (U.S. Forest Service [USFS], Bureau of Land Management [BLM], and the Oregon Department of Forestry [ODF], Wasco County 2022b, WPCD 2022). and will continue to do so through all stages of Facility development. The Facility will develop and implement a Wildfire Mitigation Plan in compliance with OAR 345-022-0115(b).

# Exhibit K. Community Service Impacts – OAR 345-020-0011(1)(k)

*(k) Exhibit K. Information about significant potential adverse impacts of construction and operation of the proposed facility on the ability of communities in the study area to provide the services listed in OAR 345-022-0110.*

**Response:**

Pursuant to OAR 345-001-0010(34)(b), the public services study area for impacts listed in OAR 345-022-0110 includes the Facility site boundary plus a surrounding 10-mile buffer. Public services that will be evaluated for potential impacts from the construction and operation of the Facility are listed in OAR 345-022-0110(1)(k) and outlined below:

- Sewers and sewage treatment;
- Water;
- Storm water drainage;
- Solid waste management;
- Housing;
- Traffic safety;
- Police and fire protection;
- Health care; and
- Schools.

## **Sewers and Sewage Treatment**

Sewage treatment in this rural area is limited to onsite septic systems. During construction, sanitary waste will be collected onsite in portable toilets that will be provided and maintained by a licensed subcontractor. The Applicant is proposing an O&M building that will contain bathrooms and a kitchen. Sanitary waste will be handled through a licensed onsite septic system to support the building. Required permits to construct the system will be obtained from Wasco County and ODEQ. The septic system will not rely on community services and will not cause significant adverse impacts to community sewer systems.

## **Water**

During construction of the Facility, water will primarily be used for concrete mixing for foundations and dust control. Water used during construction is anticipated to be obtained from an existing municipal water source with existing water rights; the Applicant intends to use water trucks for water delivery. Based on an 8-month construction phase under typical environmental conditions, the average daily water demand is anticipated to be approximately 52,500 gallons for dust control, road compaction, concrete mixing, and drinking water/sanitation uses. Daily water use will vary depending on site conditions and construction activities; weather in the area (temperature, dryness) could affect the amount of water needed for dust control and for specific construction activities.

A potential source of water for Facility construction is the City of The Dalles, although the Applicant may also seek to obtain water from other licensed providers in nearby cities. No groundwater permit, surface water permit, or water right transfer is anticipated for this Facility because water will be procured from municipal sources, as near to the construction site as reasonably possible.

During Facility operation, the Applicant anticipates water will be provided from an exempt well located at the O&M building. Water will be used for drinking, kitchen use, showers and toilets, and solar panel washing. The well would provide no more than a total of 5,000 gallons per day for use at the O&M building. This is considered an exempt use, which would not require a new water right to be obtained under ORS 537.545. Therefore, during operation the Facility would not contract with any service providers for water.

The Applicant will confirm the anticipated amount of water required for construction and operation in the ASC. Additionally, the Applicant will confirm that the identified sources can meet the Facility's water requirements during construction and a detailed analysis of water use requirements for accessing a private or municipal source will be included. If the water sources are found to be insufficient, the Applicant will seek to obtain water from other licensed providers in nearby cities or from an existing or newly constructed well or wells permitted under a limited water use license.

## **Stormwater Drainage**

Due to the rural nature of the proposed Facility, there is minimal existing stormwater infrastructure in the area except for existing drainage ditches alongside public roads. Very small amounts of stormwater are expected to be generated during construction and operation of the Facility. Stormwater will be diverted around construction sites as much as possible. Precipitation that falls on a construction site will be allowed to run back to natural drainages, with erosion and sedimentation control systems in place to maintain water quality. Generally, stormwater from different surfaces such as turbine and transformer pads, roadways, solar panels, and BESS components will flow to the adjacent ground and infiltrate.



The Applicant will obtain a NPDES 1200-C Permit and will manage stormwater in accordance with the terms of the permit and accompanying Erosion and Sediment Control Plan.

Stormwater runoff from the Facility will be managed onsite, typically using retention and infiltration systems. These facilities will be located on private land and will not affect the provision of stormwater management services by any public agency. There are no incorporated communities located within the Facility site boundary; therefore, the Facility will have no impact on stormwater drainage services provided in urban areas.

## **Solid Waste Management**

Waste Connections, Inc., doing business as The Dalles Disposal, provides solid waste management services to Wasco County (The Dalles Disposal 2023, Waste Connections Inc. 2023). The Applicant will comply with all applicable waste handling and disposal regulations on all lands associated with the Facility. Solid waste will be stored in a manner that does not constitute a fire, health, or safety hazard until such waste can be hauled off for recycling or disposal, as appropriate.

Solid waste generated at the Facility will primarily be non-hazardous and mostly generated through construction-related activities. Waste materials generated through construction of the turbines, solar array, battery storage, and associated infrastructure will primarily consist of scrap metal (e.g., wire and rebar scraps), dirt and rock spoils, wood, concrete, concrete waste, and other packaging materials. Solid waste disposal will be provided through a private contract with local commercial haulers.

During operation of the Facility, any solid waste generated by the operation of the wind turbines, solar array, battery energy storage, and associated infrastructure will be hauled offsite and disposed of at licensed waste management facilities. Waste generated at the O&M building will be collected, recycled, and removed by a licensed waste hauler. Batteries will be disposed of at an offsite facility designed and approved for disposal or recycling of batteries by a licensed third-party battery supplier.

Generally, most facility waste will be recycled or sold for reuse or scrap. This will help minimize the amount of waste requiring disposal at a solid waste facility. Any waste that is not able to be recycled or sold for reuse will be disposed of at the Wasco County Landfill. The amount of waste generated by the Facility is not expected to have a significant impact on local disposals or landfills since a large portion of it will be sold for reuse.

## **Housing**

### ***Construction***

During construction of the Facility, the Applicant expects an average of 206 employees to be onsite, with a maximum of 270 people during peak construction months. The analysis assumes that the

number of workers will fluctuate between April 2026 and December 2026, as the number of workers needed for each Facility component ranges from month to month and on specialty.

When feasible, preference will be given to local workers. Local workers will specifically be hired for road and turbine pad construction. The remaining number of workers will generally be from outside the local area and will require temporary housing. As previously mentioned, the Facility is located entirely within Wasco County; 15 communities (18 including counties) in Oregon and 3 communities (4 including counties) in Washington are located within a 30-mile radius of the Facility, which is considered as commutable distance for analysis purposes. Within this area, there are several temporary housing options including hotels and long-term rentals. Within the analysis area there are several temporary housing options including hotels and long-term rentals. Once construction is completed and the Facility is under operation, the Applicant expects to employ 8 to 15 full-time and part-time employees over the Facility lifespan.

The Applicant does not expect the Facility to have a significant impact on housing in the surrounding communities, due to the number of communities within a commutable distance of the Facility. The Applicant anticipates that there will be sufficient temporary housing available to accommodate construction employees coming from outside of a commutable distance.

### ***Operations***

Once construction is completed and the Facility is under operation, the Applicant expects to employ 8 to 15 full-time and part-time employees over the 30-year lifespan of the Facility. Preference will be given to local candidates, but some outside contractors may be required who specialize in maintenance tasks. The Applicant does not expect significant impacts to housing in surrounding communities.

### **Traffic Safety**

The primary transportation routes for construction vehicles and the Facility's workforce will be via Interstate 84 (I-84) to U.S. Route 30 (US-30), continuing east to exit onto U.S. Route 197 (US-197), and then following local roads (Boyd Market Road, Long Hollow Market Road, and Easton Canyon Road; or Eight Mile Road, Emerson Loop Road, Ward Road, Fax Road, and Hastings Ridge Road).

It is estimated that construction for the Facility will generate on average 240 trips per day (480 round trips), with a peak of 300 trips per day (600 round trips), which is likely to only last during the peak construction months and will not last during the entire construction period. This estimate is based on the anticipated average and maximum peak workforce, with an assumed carpool factor. Most of the trips generated are due to the workforce commuting to the site. The trips generated also include the delivery of construction materials and equipment. Short-term delays may occur on some routes, due to the construction traffic generated by the Facility. These delays are anticipated to be temporary and intermittent. Mitigation of any safety issues presented by delays will be accomplished with appropriate signage and traffic control measures. Construction is anticipated to begin in April 2026 and end in December 2026 for a total of 8 months.

Approximately 8 to 15 full-time and part-time employees will be required to operate the Facility, as well as anticipated maintenance for specific components. During Facility operation, the daily traffic generated by this Facility is not expected to adversely impact the transportation network.

## **Police and Fire Protection**

The Wasco County Sheriff's Office (Wasco County 2022c) provides law enforcement services to Wasco County, in partnership with The Dalles Police Department and Oregon State Police. The Sheriff's Office is also supported by volunteer organizations for emergency management, search and rescue, and other activities. The Applicant will work with Wasco County to determine the level of services that the Sheriff's Office will provide to the Facility. Construction and operation of the Facility is not anticipated to increase the demand on County police services; the relatively small number of new temporary and permanent residents is not anticipated to place significant new demands on police protection providers to the area.

The majority of the Facility is not covered by a rural fire protection district or a city's fire department (Office of the State Fire Marshall 2023, Wasco County 2023). Protection for non-structural fires in this area is provided by the USFS, BLM, or ODF. However, northern portions of the site boundary fall within the Petersburg RFP. The Applicant will coordinate with the Petersburg RFP and the above agencies to support development of the ASC. The Applicant will develop and share fire safety and site plans for the Facility with all fire protection providers, as well as inform them of construction activities. The implementation of safe working practices including training employees and having appropriate firefighting equipment onsite will help with fire prevention.

## **Health Care**

The only full-service medical center within the study area is the Adventist Health Columbia Gorge facility, located in the City of The Dalles (Google Maps 2023). This center provides emergency, surgical, and specialty services. Other medical centers and hospitals include Pioneer Memorial Hospital in Hepner, St. Charles Hospital in Madras, Klickitat Valley Health in Goldendale, and Sherman County Medical Clinic in Moro (Google Maps 2023).

Wasco County provides ambulance service in the study area through contracts with private service groups; they operate four ambulances stationed in Maupin, Wasco, and The Dalles (Countyoffice.org 2023, Emergency Services 2023). Providers offer basic, intermediate, and advanced life support, emergency medical care, and transportation. In the event of an emergency at the Facility, ambulance services from Maupin, Wasco, or The Dalles would transport patients to the closest hospital in the event of an emergency.

Potential impacts to surrounding health care services could occur due to the increase in temporary and permanent residents accessing health care. Temporary employees are anticipated to be

accessing services in the surrounding communities during the 8-month construction period. The Applicant will coordinate with these providers on development of the ASC.

## **Schools**

There are three school districts closest to the Facility and 11 schools within those three districts. The Dufur School District #29 consists of one K-12 school with approximately 356 students (Dufur School District 2023, Niche 2023a). The North Wasco County School District has a total of seven schools and serves approximately 3,000 students in grades K-12 (NWCSD 2023). Lastly, South Wasco County School District has a total of three schools with 225 students (Niche 2023b, SWCSD 2023). Generally, the closest schools to the Facility are Dry Hollow Elementary School (grades K-5), The Dalles Middle School (grades 6-8), and The Dalles High School (grades 9-12) within the North Wasco County School District.

Temporary employees who are not already living in the area are not likely to move their families with them due to the short-term construction period. Therefore, the Applicant does not expect permanent student increases from construction of the Facility. For the approximately 6 to 12 permanent employees who are anticipated to relocate to the area from other locations, it is also anticipated that new students will be dispersed throughout schools in the Facility's vicinity and not create a significant burden on any one school. Therefore, construction and operation of the Facility is not anticipated to have a significant or negative impact on school systems in Wasco County.

## Exhibit L. Protected Areas – OAR 345-020-0011(1)(L)

*(L) **Exhibit L.** A list of all protected areas in the study area for impacts to protected areas identifying:*

*(A) The distance and direction of the protected area from the proposed facility;*

*(B) The basis for protection of the area, by reference to a specific subsection of OAR 345-001-0010(26); and*

*(C) The name, mailing address, phone number, and email address of the land management agency or organization with jurisdiction over the protected area;*

**Response:**

The protected areas study area is the Facility site boundary plus a surrounding 20-mile buffer (Figure 4), in accordance with OAR 345-001-0010(35)(e). Protected areas are defined and listed in OAR 345-001-0010(26). Table L-1 lists known protected areas within the study area, which are shown on Figure 6. Exhibit L of the ASC will include more detailed analysis of the potential impacts to protected areas.

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**Table L-1. Protected Areas Within the Study Area**

Protected Areas within 20 Miles of the Site Boundary (Study Area)			Distance to Site Boundary (Miles)			Cardinal Direction from Facility
Applicable Protected Area Category	Land Management Agency Contact Information	Area Name	Turbines	Solar Array	Transmission Line	
National Parks OAR 345-001-0010(26)(a)	N/A	None	N/A	N/A	N/A	N/A
National Monuments OAR 345-001-0010(26)(b)	N/A	None	N/A	N/A	N/A	N/A
Wilderness Areas OAR 345-001-0010(26)(c)	U.S. Forest Service (USFS), Barlow Ranger District 780 NE Court St Dufur, OR 97021 (541) 467-2291 No email listed	Badger Creek Wilderness Area	19.1	20.9	17.3	SW
National Wild, Scenic, or Recreational Rivers OAR 345-001-0010(26)(d)	Bureau of Land Management (BLM), Prineville District 3050 NE 3 <sup>rd</sup> Street Prineville, OR 97754 (541) 416-6700 BLM_OR_PR_Mail@blm.gov	White Wild & Scenic River	12.7	13.8	15.3	SW
	BLM, Prineville District 3050 NE 3 <sup>rd</sup> Street Prineville, OR 97754 (541) 416-6700 BLM_OR_PR_Mail@blm.gov	Lower Deschutes Wild & Scenic River	1.0	2.0	3.8	E
	BLM, Prineville District 3050 NE 3 <sup>rd</sup> Street Prineville, OR 97754 (541) 416-6700 BLM_OR_PR_Mail@blm.gov	John Day Wild & Scenic River	17.4	18.3	20.3	E
	USFS, Barlow Ranger District 780 NE Court St Dufur, OR 97021	Fifteenmile Creek Wild & Scenic River	17.3	19.0	14.5	SW

**Notice of Intent to Apply for a Site Certificate**

Protected Areas within 20 Miles of the Site Boundary (Study Area)			Distance to Site Boundary (Miles)			Cardinal Direction from Facility
Applicable Protected Area Category	Land Management Agency Contact Information	Area Name	Turbines	Solar Array	Transmission Line	
	(541) 467-2291 No email listed					
National Wildlife Refuges OAR 345-001-0010(26)(e)	N/A	None	N/A	N/A	N/A	N/A
National Fish Hatcheries OAR 345-001-0010(26)(f)	N/A	None	N/A	N/A	N/A	N/A
National Recreation Areas, Scenic Areas, or Special Resources Management Units OAR 345-001-0010(26)(g)	USFS, Columbia River Gorge National Scenic Area Office 902 Wasco Avenue, Suite 200 Hood River, OR 97031 (541) 308-1700 SM.FS.r6crgnsawfb@usda.gov	Columbia River Gorge National Scenic Area	14.2	15.7	9.3	NW
Wilderness Study Areas OAR 345-001-0010(26)(h)	BLM, Oregon/Washington State Office P.O. Box 2965 Portland, OR 97208 (503) 808-6001 Blm_or_so_land_office_mail@blm.gov	Lower John Day Wilderness Study Area	15.3	16.0	17.9	E
Federal Land Management Plan Designated Lands OAR 345-001-0010(26)(i)	BLM, Prineville District 3050 NE 3 <sup>rd</sup> Street Prineville, OR 97754 (541) 416-6700 BLM_OR_PR_Mail@blm.gov	Ferry Canyon Area of Critical Environmental Concern (ACEC)	19.0	20.0	21.8	E
State Parks, Waysides, Corridors, Monuments, Historic, or Recreation Areas OAR 345-001-0010(26)(j)	Oregon Parks and Recreation Department (OPRD) 725 Summer Street NE, Suite C Salem, OR 97301	Deschutes River State Recreation Area	9.2	14.4	11.3	N



Protected Areas within 20 Miles of the Site Boundary (Study Area)			Distance to Site Boundary (Miles)			Cardinal Direction from Facility
Applicable Protected Area Category	Land Management Agency Contact Information	Area Name	Turbines	Solar Array	Transmission Line	
	(800) 551-6949 park.info@oregon.gov					
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 <a href="mailto:park.info@oregon.gov">park.info@oregon.gov</a>	White River Falls State Park	12.4	13.5	15.3	S
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 <a href="mailto:park.info@oregon.gov">park.info@oregon.gov</a>	Memaloose State Park	23.8	25.4	19.2	NW
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 <a href="mailto:park.info@oregon.gov">park.info@oregon.gov</a>	Mayer State Park	18.0	19.7	13.6	NW
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 <a href="mailto:park.info@oregon.gov">park.info@oregon.gov</a>	Heritage Landing (Deschutes)	9.3	14.5	11.4	N
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 <a href="mailto:park.info@oregon.gov">park.info@oregon.gov</a>	Cottonwood Canyon State Park	18.6	20.7	22.0	E

**Notice of Intent to Apply for a Site Certificate**

Protected Areas within 20 Miles of the Site Boundary (Study Area)			Distance to Site Boundary (Miles)			Cardinal Direction from Facility
Applicable Protected Area Category	Land Management Agency Contact Information	Area Name	Turbines	Solar Array	Transmission Line	
Willamette River Greenway OAR 345-001-0010(26)(k)	N/A	None	N/A	N/A	N/A	N/A
Oregon Register of Natural Areas Designated Natural Areas OAR 345-001-0010(26)(l)	The Nature Conservancy 821 SE 14th Avenue Portland, OR 97214 (503) 802-8100 oregon@tnc.org	Tom McCall Preserve at Rowena <sup>2</sup>	22.4	24.0	17.8	NW
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 park.info@oregon.gov	Rowena Plateau State Natural Area (SNA)	22.4	24.0	17.8	NW
	Columbia Land Trust 850 Officers' Row Vancouver, WA 98661 (360) 696-0131 connect@columbicalandtrust.org	Mill Creek Ridge Preserve	17.5	18.9	12.5	NW
	USFS, Barlow Ranger District 780 NE Court St Dufur, OR 97021 (541) 467-2291 No email listed	Mill Creek Ridge Research Natural Area (RNA)	22.1	23.6	17.6	W
	OPRD 725 Summer Street NE, Suite C Salem, OR 97301 (800) 551-6949 park.info@oregon.gov	Squally Point Dunes SNA	19.0	20.8	14.8	NW
	OPRD 725 Summer Street NE,	Tygh Valley SNA	12.4	13.5	15.3	S

**Notice of Intent to Apply for a Site Certificate**

Protected Areas within 20 Miles of the Site Boundary (Study Area)			Distance to Site Boundary (Miles)			Cardinal Direction from Facility
Applicable Protected Area Category	Land Management Agency Contact Information	Area Name	Turbines	Solar Array	Transmission Line	
	Suite C Salem, OR 97301 (800) 551-6949 park.info@oregon.gov					
South Slough National Estuarine Research Reserve OAR 345-001-0010(26)(m)	N/A	None	N/A	N/A	N/A	N/A
State Scenic Waterways OAR 345-001-0010(26)(n)	BLM, Prineville District 3050 NE 3 <sup>rd</sup> Street Prineville, OR 97754 (541) 416-6700 BLM_OR_PR_Mail@blm.gov	Lower Deschutes River State Scenic Waterway	1.2	2.1	3.8	E
	BLM, Prineville District 3050 NE 3 <sup>rd</sup> Street Prineville, OR 97754 (541) 416-6700 BLM_OR_PR_Mail@blm.gov	John Day River State Scenic Waterway	17.5	18.5	20.4	E
State Wildlife Refuges or Management Areas OAR 345-001-0010(26)(o)	Oregon Department of Fish and Wildlife (ODFW), Lower Deschutes Wildlife Area 78430 Dodson Road Tygh Valley, OR 97063 (541) 296-4628 odfw.info@odfw.oregon.gov	Lower Deschutes Wildlife Area	1.2	2.9	4.1	NW
	ODFW, White River Wildlife Area 78430 Dodson Road Tygh Valley, OR 97063 (541) 544-2126 odfw.info@odfw.oregon.gov	White River Wildlife Area	12.7	14.2	13.0	SW

**Notice of Intent to Apply for a Site Certificate**

Protected Areas within 20 Miles of the Site Boundary (Study Area)			Distance to Site Boundary (Miles)			Cardinal Direction from Facility
Applicable Protected Area Category	Land Management Agency Contact Information	Area Name	Turbines	Solar Array	Transmission Line	
State Fish Hatcheries OAR 345-001-0010(26)(p)	ODFW, Oak Springs Fish Hatchery 85001 Oak Springs Road Maupin, OR 97037 (541) 395-2546 odfw.info@odfw.oregon.gov	Oak Springs Fish Hatchery	13.9	14.9	16.9	S
Oregon State University (OSU) Designated Agricultural Experiment Stations, Experimental Areas, or Research Centers OAR 345-001-0010(26)(q)	OSU, Sherman Station 66365 Lone Rock Road Moro, OR 97039 (541) 565-3522 No email listed	Columbia Basin Agricultural Research Center (Moro Unit)	7.0	9.7	10.7	E
Oregon State University Designated Research Forests OAR 345-001-0010(26)(r)	N/A	Nne	N/A	N/A	N/A	N/A

# Exhibit M. Water Sources and Use – OAR 345-020-0011(1)(m)

*(m) **Exhibit M.** Information about anticipated water use during construction and operation of the proposed facility, including:*

*(A) A description of each source of water and the applicant's estimate of the amount of water the facility will need from each source;*

**Response:**

Information regarding the anticipated water use during construction and operation of the proposed Facility is described below.

## **Construction**

During construction, the Facility will require an anticipated 10.9 million gallons of water, under average conditions, based on an 8-month construction phase under typical environmental conditions. The average daily water demand is anticipated to be approximately 52,500 gallons for dust control, road compaction, concrete mixing, and drinking water/sanitation uses. Daily water use will vary depending on site conditions and construction activities; weather in the area (temperature, dryness) could affect the amount of water needed for dust control and for specific construction activities. No groundwater permit, surface water permit, or water right transfer is anticipated for this Facility because water will be procured from municipal sources, as near to the construction site as reasonably possible. The Applicant intends to use water trucks for the delivery of water from an existing municipal water source with valid water rights; the Applicant anticipates that water will be obtained from The City of the Dalles.

The ASC will confirm if the local municipality is able to provide the specific amount of water and services and include a detailed analysis of water requirements for Facility construction.

## **Operation**

During Facility operation, the Applicant anticipates water will be provided from an exempt well located at the O&M building for drinking, kitchen use, showers and toilets, and for solar panel washing. During periodic washing of solar panels (approximately once per year), it is estimated 208,080 gal of water will be used. The wind turbines and BESS will not require water usage during normal operations.

The Facility O&M building requires less than 5,000 gal of water per day; this is considered an exempt use, which would not require a new water right to be obtained under ORS 537.545.

*(B) If a new water right is required, the approximate location of the points of diversion and the estimated quantity of water to be taken at each point; and*

**Response:**

At this time, it is not anticipated that the Facility will require new water rights.

*(C) For operation, the source of cooling water and the estimated consumptive use of cooling water, based on annual average conditions.*

**Response:**

The Facility is a wind energy and solar photovoltaic power generation facility. No cooling water is required for operation.

## **Exhibit N. Carbon Dioxide Emissions – OAR 345-020-0011(1)(n)**

*(n) **Exhibit N.** If the proposed facility would emit carbon dioxide, an estimate of the gross carbon dioxide emissions that are reasonably likely to result from the operation of the facility and a statement of the means by which the applicant intends to comply with the applicable carbon dioxide emissions standard under OAR 345-024-500.*

**Response:**

The Facility will not emit carbon dioxide. Therefore, these rules are not applicable.

# Exhibit O. Evaluation of Statutes, Rules, and Ordinances – OAR 345-020- 0011(1)(o)

*(o) **Exhibit O.** Identification, by legal citation, of all state statutes and administrative rules and local government ordinances containing standards or criteria that the proposed facility must meet for the Council to issue a site certificate, other than statutes, rules and ordinances identified in Exhibit E, and identification of the agencies administering those statutes, administrative rules and ordinances. The applicant must analyze and describe any problems the applicant foresees in satisfying the requirements of any such statute, rule or ordinance.*

## **Response:**

The applicable state statutes, administrative rules and ordinances are listed below in Table O-1. These statutes, rules, and local ordinances contain standards or criteria that must be met by the Applicant for the Council to issue a site certificate beyond what is listed in Exhibit E. The Applicant does not anticipate problems in meeting specific requirements.

**Table O-1. Statutes, Rules, and Ordinances Containing Relevant Standards or Criteria**

Department	Legal Citation	Agency Address
Oregon Department of Agriculture	OAR 345-022-0070 Threatened and Endangered Species Plant Conservation Biology Program— ORS 564.105; OAR Chapter 603, Division 73-0070	Oregon Department of Agriculture 635 Capitol Street NE Salem, OR 97301 (503) 986-4550
Oregon Department of Fish and Wildlife	OAR 345-022-0060 Fish and Wildlife Habitat and OAR 345-022-0070 Threatened and Endangered Species Habitat Conservation - ORS 496.172(2); OAR Chapter 635, Divisions 100 and 415	Oregon Department of Fish and Wildlife The Dalles Fish Screens and Field Office 3561 Klindt Dr The Dalles, OR 97058 (541) 296-8026
Oregon Water Resources Department – Water Rights Division	OAR 345-022-0020 General Standard of Review ORS Chapters 537, 540; OAR Chapter 690	Oregon Water Resources Department Water Rights Section, District 3 2705 E 2nd Street The Dalles, OR 97058 (541) 506-2652
Oregon Department of State Lands	OAR 345-022-0020 General Standard of Review OAR Chapter 141	Oregon Department of State Lands 1645 NE Forbes Rd., Suite 112 Bend, OR 97701 (541) 388-6112



<b>Department</b>	<b>Legal Citation</b>	<b>Agency Address</b>
ODEQ – Water Quality & Stormwater Control	OAR 345-022-0022 Soil Protection ORS 468 and 468B; OAR Chapter 340, Divisions 41, 45, and 55	Oregon Department of Environmental Quality 400 E. Scenic Drive, Suite 307 The Dalles, OR 97058 (541) 298-7255
ODEQ—Noise	OAR 345-022-0020 General Standard of Review ORS 467; OAR Chapter 340, Division 35	Oregon Department of Environmental Quality 811 SW Sixth Avenue Portland, OR 97204-1390 (503) 229-5696
ODEQ—Hazardous Waste Management	OAR 345-022-0120 Waste Minimization ORS 465 and 466; OAR Chapter 340, Divisions 100-122	Oregon Department of Environmental Quality 811 SW Sixth Avenue Portland, OR 97204-1390 (503) 229-5696
ODEQ—Solid Waste	OAR 345-022-0120 Waste Minimization ORS 459; OAR Chapter 340, Division 93	Oregon Department of Environmental Quality 811 SW Sixth Avenue Portland, OR 97204-1390 (541) 298-7255 ext. 221 (Eastern Region)
Oregon Department of Geology and Mineral Industries	OAR 345-022-0020 Structural Standard OAR Chapter 632, Division 1	Oregon Department of Geology and Mineral Industries 800 NE Oregon Street, Suite 965 Portland, OR 97232 (971) 673-1555
Oregon Parks and Recreation Department, State Historic Preservation Office — Archaeological	OAR 345-022-0090 Historic, Cultural and Archaeological Resources Native American Graves and Protected Objects—ORS 97.740-97.760 Archaeological Objects and Sites—ORS 358.90-358.955 Permit and Conditions for Excavation or Removal of Archaeological or Historical Materials on Private Lands (OAR 736-051-0090)	State Historic Preservation Office 725 Summer Street NE, Suite C Salem, OR 97301 (503) 986-0690
Oregon Office of State Fire Marshal— Emergency Planning and Community Right to Know Act	OAR 345-022-0115 Wildfire Prevention and Risk Mitigation ORS 453; OAR Chapter 837, Divisions 85 and 95; Fire and Life Safety Regulations, OAR 837, Division 40	Oregon Office of State Fire Marshal 3991 Fairview Industrial Dr SE Salem, OR 97302 (503) 378-3473

<b>Department</b>	<b>Legal Citation</b>	<b>Agency Address</b>
Oregon Office of State Fire Marshal	OAR 345-022-0115 Wildfire Prevention and Risk Mitigation 2019 Oregon Fire Code; OAR Chapter 837, Division 40	Oregon Office of State Fire Marshal 3991 Fairview Industrial Dr SE Salem, OR 97302 (503) 378-3473
Oregon Department of Land Conservation and Development	OAR 345-022-0030(2) and (3) Land Use Oregon Statewide Planning Goals, applicable sections of OAR Chapter 660, applicable substantive criteria of the Wasco County Comprehensive Plan and land use ordinances, and any exceptions to the same may be granted by the Council under OAR 345-022-0030(4).	Department of Land Conservation and Development 635 Capitol Street NE, Suite 150 Salem, OR 97301 (503) 373-0050
Wasco County Planning Department – Land Use	OAR 345-022-0030(2)(a) Land Use Wasco County Land Use and Development Ordinance	Wasco County Planning Department 2705 East 2nd Street The Dalles, OR 97058 (541) 506-2560

# Exhibit P. Schedule for Application for Site Certificate – OAR 345-020-0011(1)(p)

*(p) Exhibit P. A schedule stating when the applicant expects to submit a preliminary application for a site certificate.*

**Response:**

The Applicant intends to submit the NOI and Preliminary ASC according to the schedule shown in Table P-1.

**Table P-1. Proposed Schedule for Application for Site Certificate Submittal**

Activity	Anticipated Date
Applicant submits the NOI to ODOE	January 2024
Council reviews the NOI, distributes public notice, conducts public information meeting as needed, facilitates comment period, and issues Project Order	March 2024
Applicant submits Preliminary ASC to ODOE	April 2024

## **Exhibit Q. Evidence of Consultation with State Commission on Indian Services – OAR 345-020-0011(1)(q)**

*(q) **Exhibit Q.** Evidence of consultation with the Legislative Commission on Indian Services to identify each appropriate tribe to consult with regarding the proposed facility's possible effects on Indian historic and cultural resources.*

**Response:**

The Applicant submitted a letter to the Oregon Legislative Commission on Indian Services to identify appropriate Tribes to contact regarding possible effects of the SRW Facility on Indian historic and cultural resources on August 18, 2022. The Legislative Commission provided a letter identifying the Burns Paiute Tribe, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of Grand Ronde, the Confederated Tribes of Siletz, and the Confederated Tribes of Warm Springs Reservation as Tribal governments that should be notified (Attachment 3). The project location remains unchanged and thus the same Tribes would need to be notified for the current Facility.

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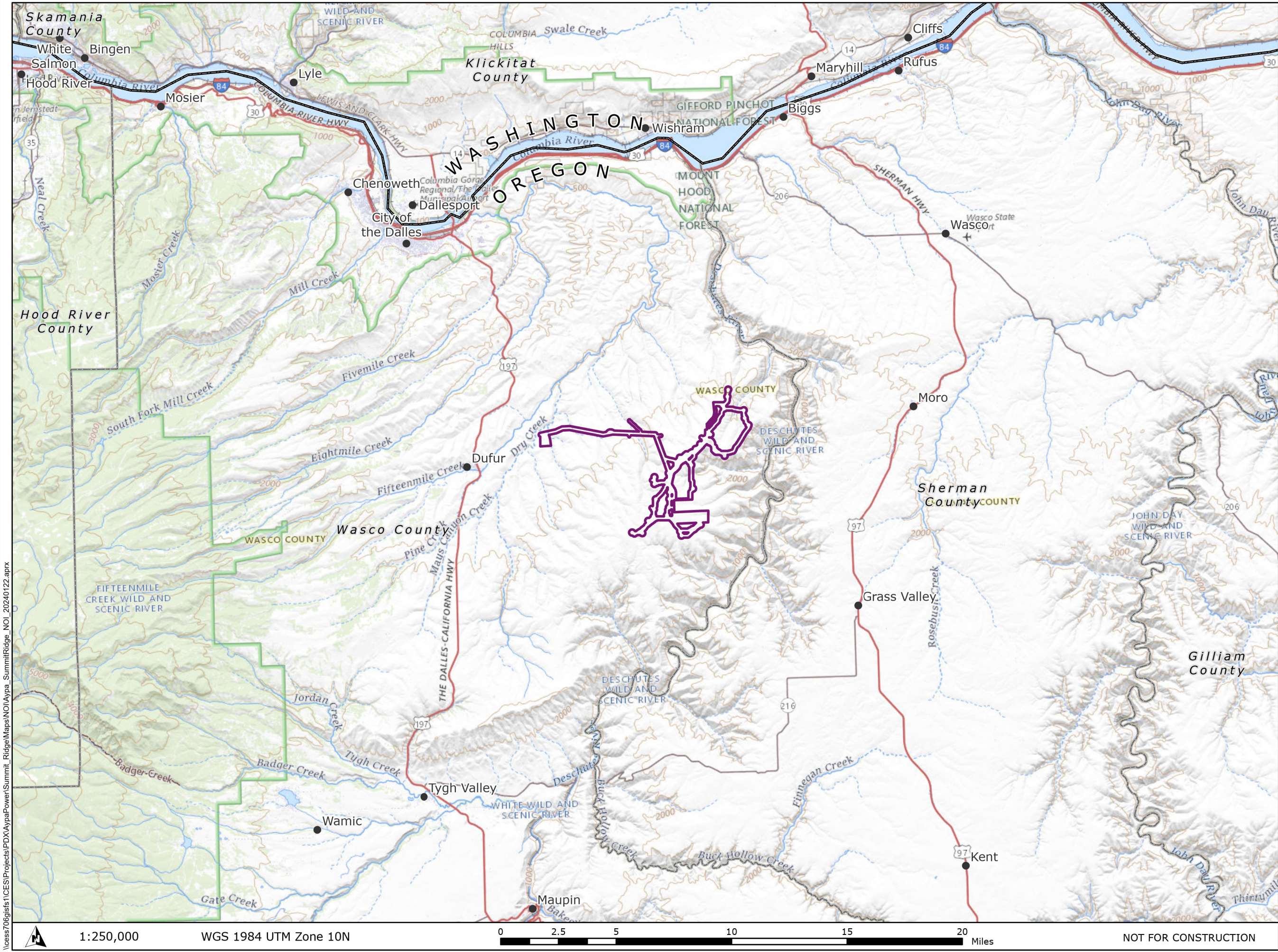
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## Figures

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# Summit Ridge Renewable Energy Facility

## Figure 1 Vicinity Map

WASCO COUNTY, OR

- Proposed Site Boundary
- City/Town
- State Boundary
- County Boundary

TETRA TECH

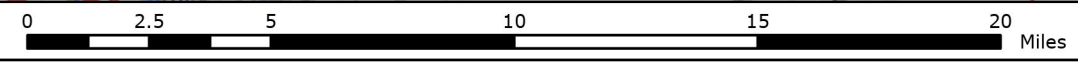


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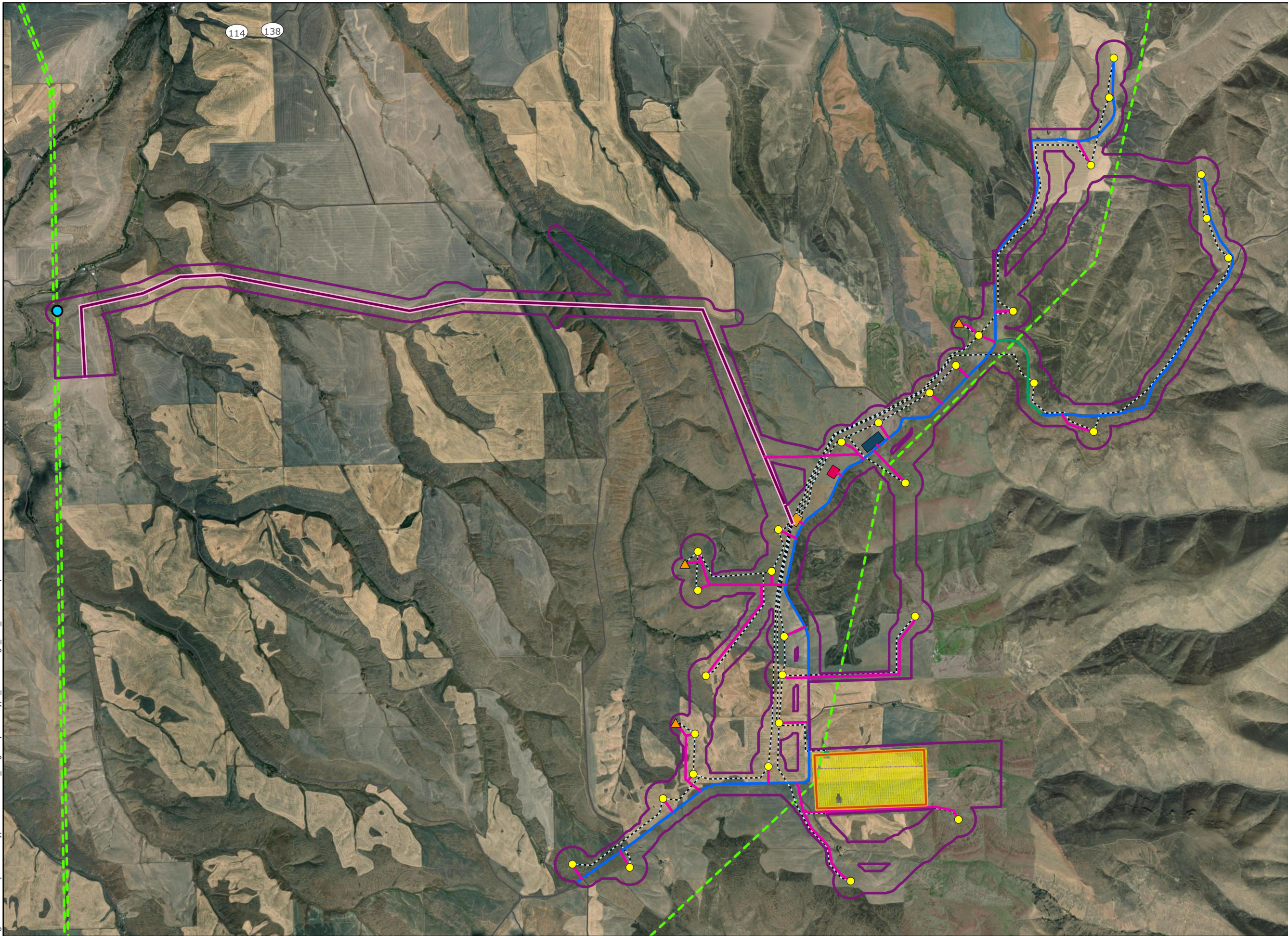
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NOT FOR CONSTRUCTION



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**Summit Ridge  
Renewable Energy  
Facility**

**Figure 2  
Facility Layout  
and Overview**

**WASCO COUNTY, OR**

- Proposed Site Boundary
- Proposed Turbines
- Met Tower
- Point of Interconnect
- Solar Fenceline
- Existing Road
- New Access Road
- Upgraded Existing Road
- Transmission Line
- Underground Collection
- Laydown Area
- O&M Building
- Substation
- AC Station
- Solar Switching Station
- Solar Tracker
- County Highway
- Local Roads
- Existing Transmission Line

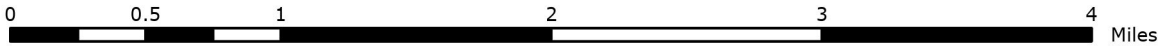


**Reference Map**



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WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION



**Summit Ridge  
Renewable Energy  
Facility**

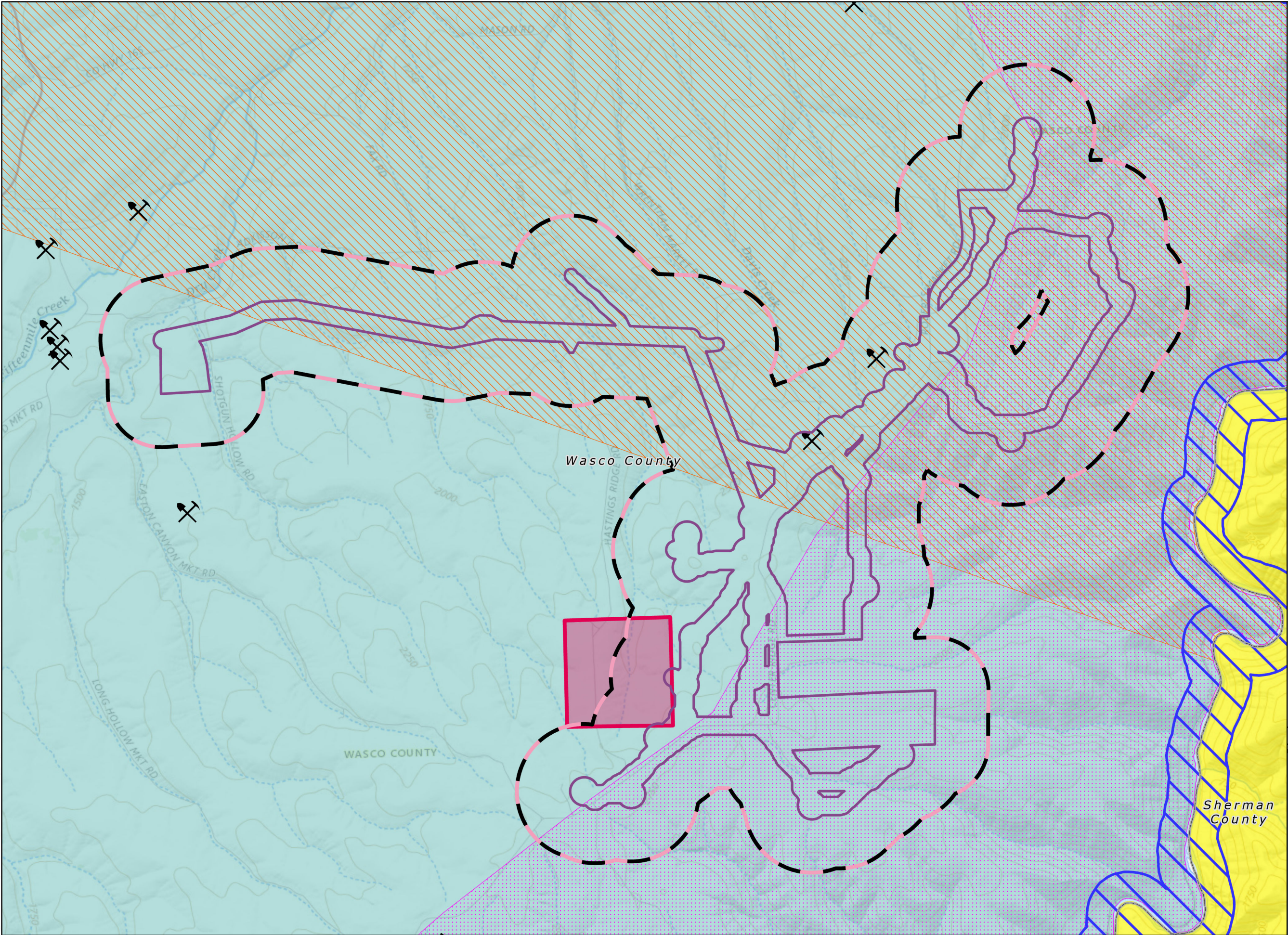
**Figure 3  
Zoning and  
Comprehensive  
Plan Designations**

**WASCO COUNTY, OR**

- Proposed Site Boundary
- Study Area (0.5-mile Buffer)
- County Boundary
- Sherman County Exclusive Farm Use Zone F-1
- Wasco County Exclusive Farm Use Zone A-1 (160), Comprehensive Plan Designation-Agriculture
- Mineral Aggregate Overlay
- Natural Areas Overlay – Mission Hollow
- Wild and Scenic River Overlay
- Sensitive Wildlife Overlay
- Military Airspace Overlay – 5000’ Mean Sea Level (2000’ + AGL)

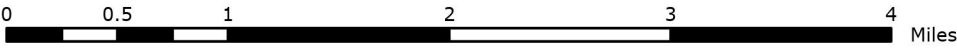


**Reference Map**



1:55,000

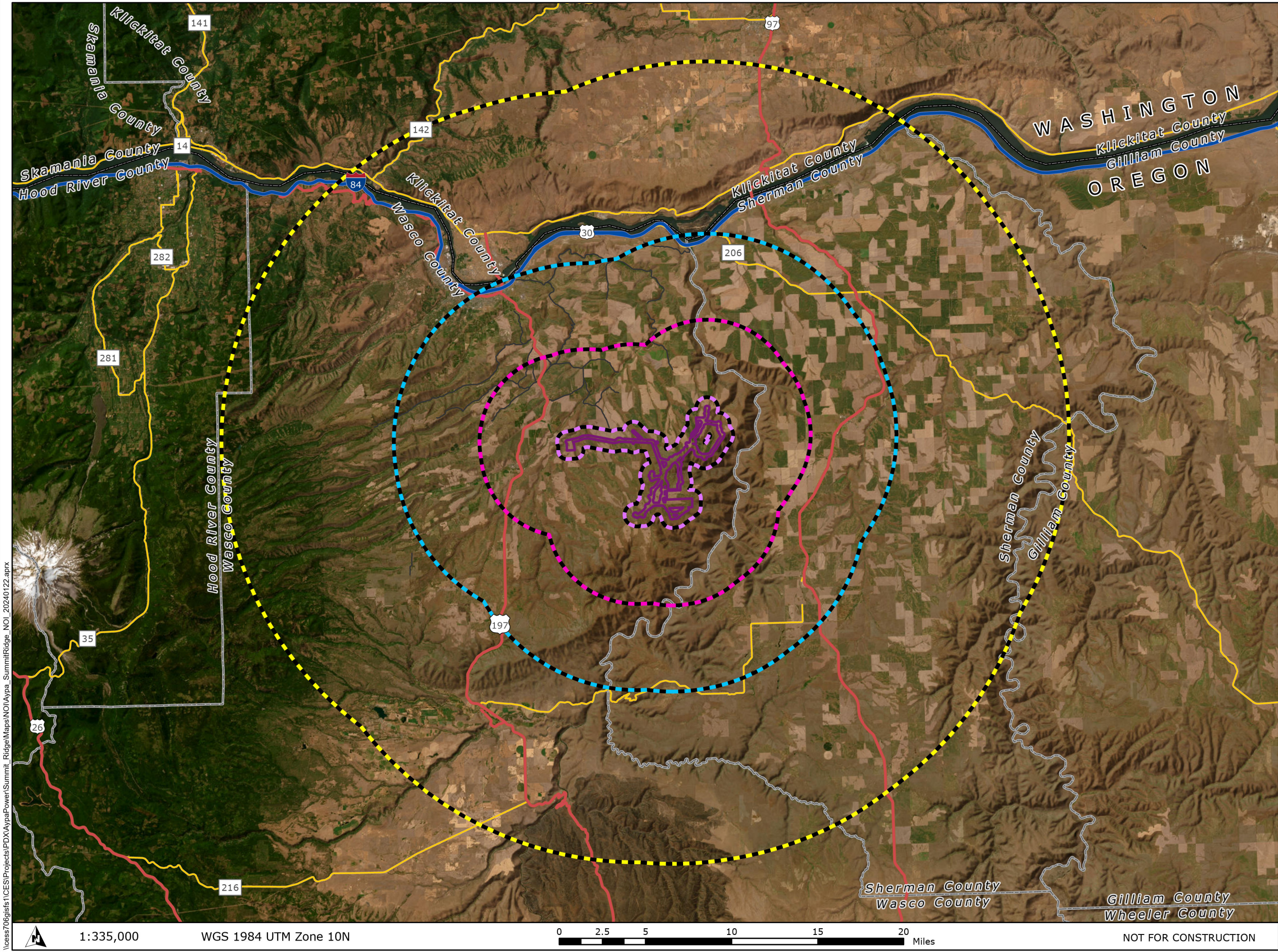
WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION

\\cass706g\gis\1\CES\Projects\PD\AypaPower\Summit\_Ridge\Maps\NOI\Aypa\_SummitRidge\_NOI\_20240122.aprx





# Summit Ridge Renewable Energy Facility

## Figure 4 Study Area Boundaries

WASCO COUNTY, OR

- Proposed Site Boundary
  - State Boundary
  - County Boundary
  - Interstate Highway
  - US Highway
  - State Highway
  - County Highway
- Study Areas
- 0.5 Miles: Land Use; Wildfire Risk; Fish and Wildlife Habitat
  - 5 Miles: Recreational Opportunities; Threatened and Endangered Plant and Animal Species
  - 10 Miles: Scenic Resources and Public Services
  - 20 Miles: Protected Areas



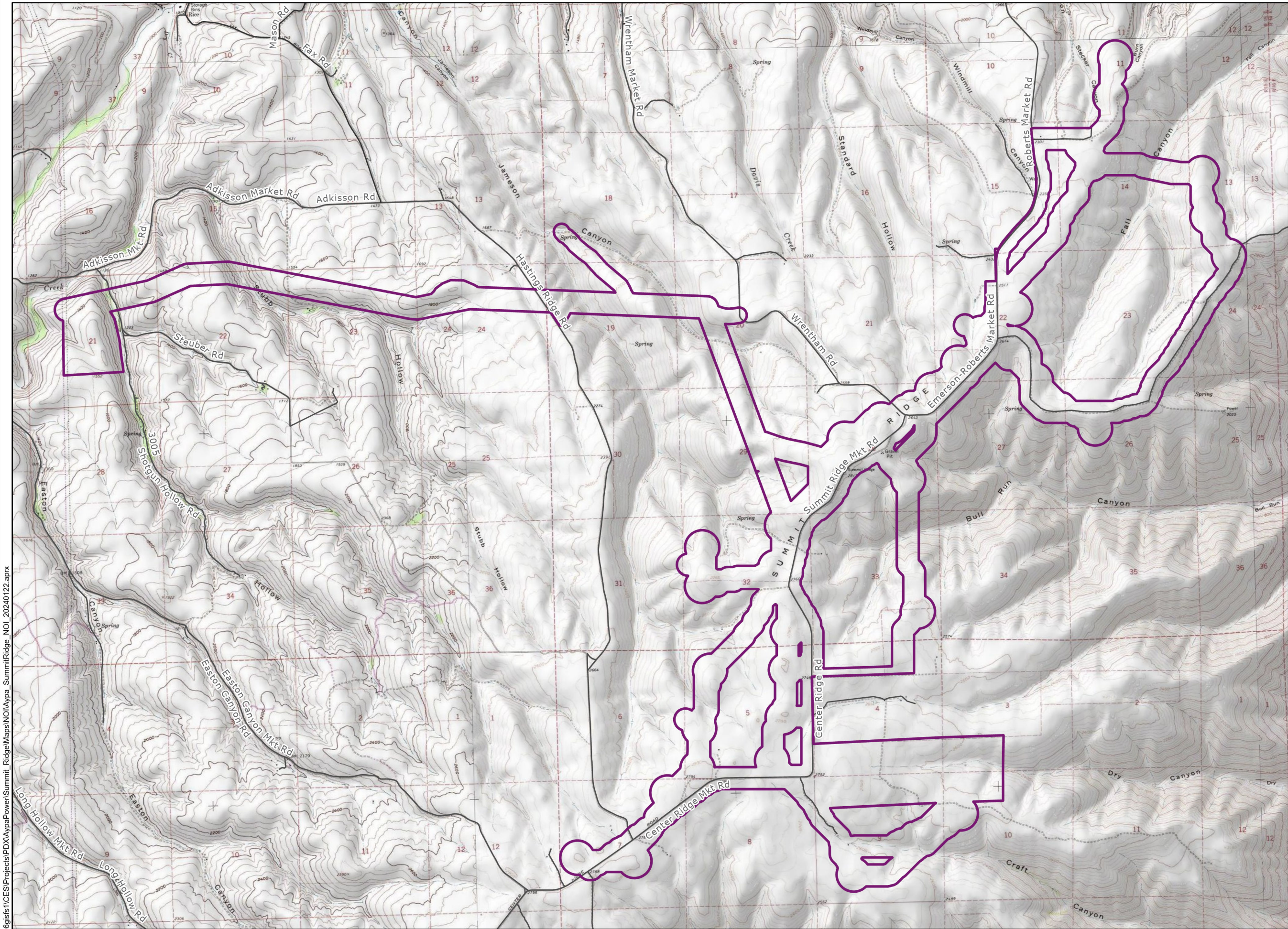
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1:335,000 WGS 1984 UTM Zone 10N 0 2.5 5 10 15 20 Miles

NOT FOR CONSTRUCTION





# Summit Ridge Renewable Energy Facility

## Figure 5 Topography

WASCO COUNTY, OR

- Proposed Site Boundary
- County Highway
- Local Roads



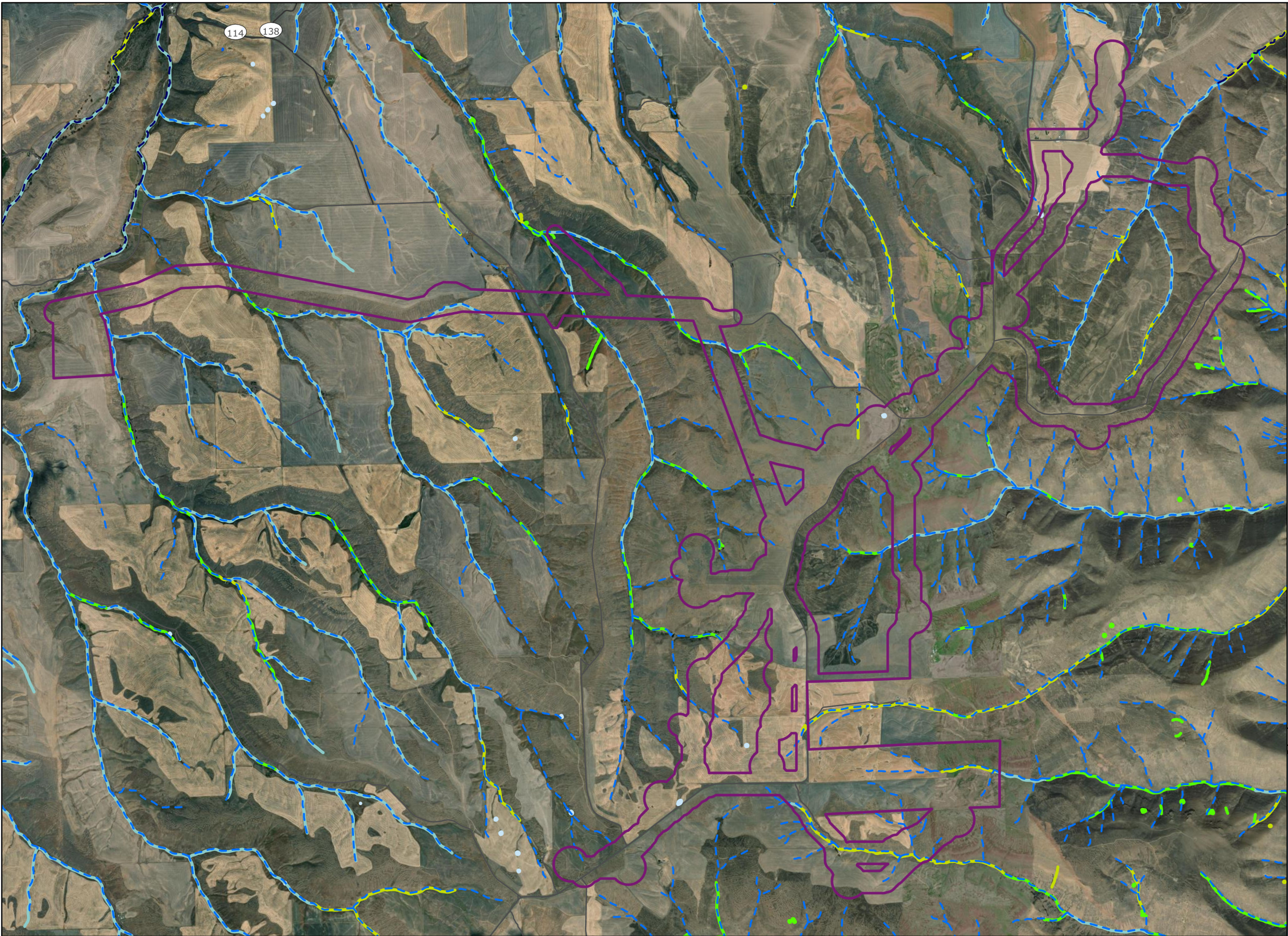
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**Summit Ridge  
Renewable Energy  
Facility**

**Figure 7  
National Wetlands  
Inventory and National  
Hydrography Data**

**WASCO COUNTY, OR**

- Proposed Site Boundary
- Waters (NHD)
  - Intermittent Stream
  - Perennial Stream
- Lake/Pond
- Wetlands (NWI)
  - Freshwater Emergent Wetland
  - Freshwater Forested/Shrub Wetland
  - Freshwater Pond
  - Riverine

*\* FEMA Special Flood  
Hazard Areas digital data  
not available for this area*

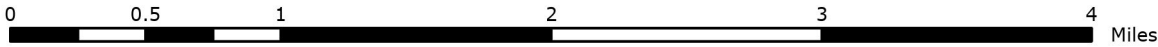


**Reference Map**



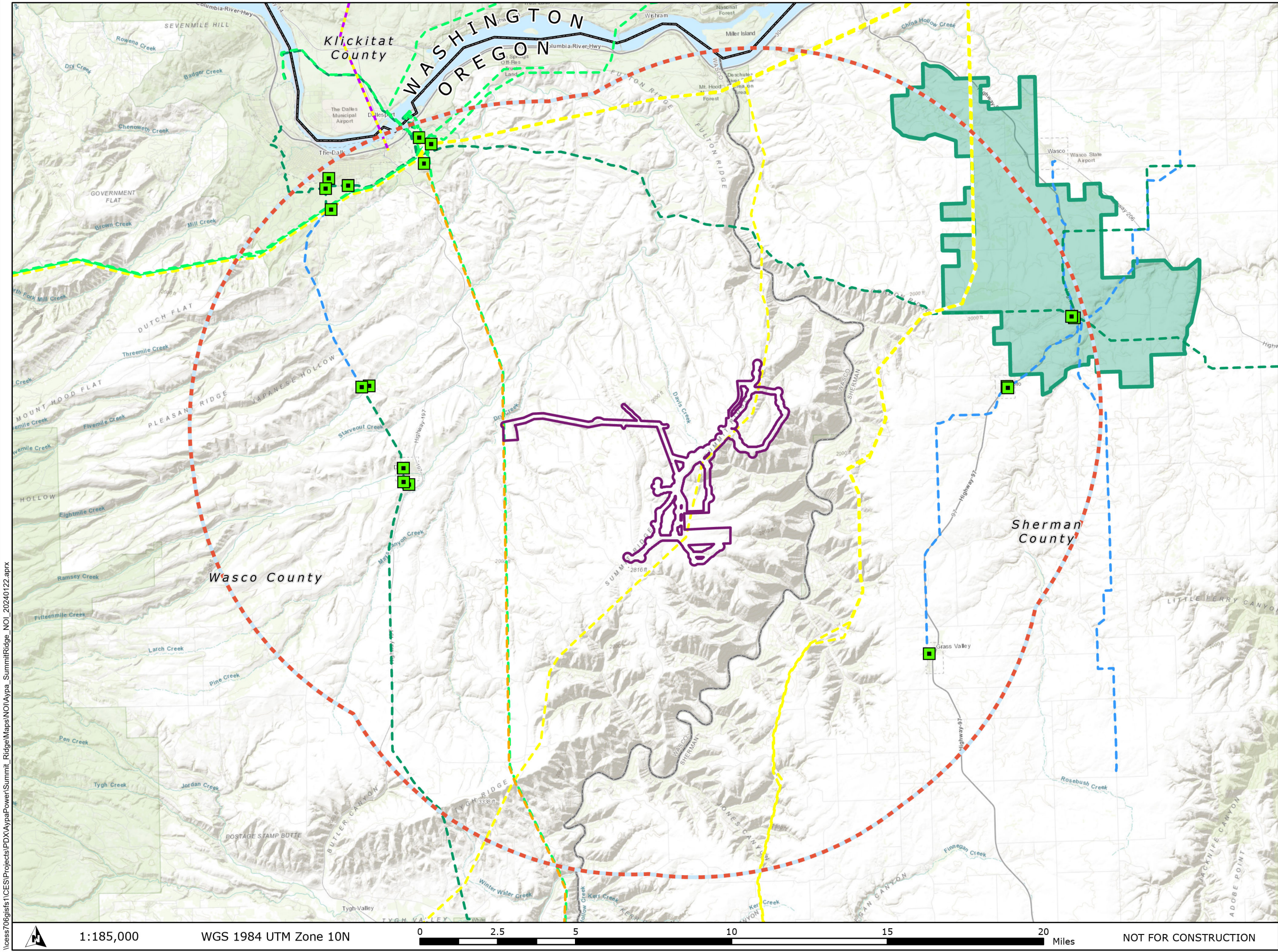
1:45,000

WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION





# Summit Ridge Renewable Energy Facility

## Figure 8 Energy Facilities

WASCO COUNTY, OR

- Proposed Site Boundary
- Study Area (10-mile Buffer)
- State Boundary
- County Boundary
- Golden Hills Wind Project; Operating
- Substation
- Natural Gas Pipeline
- Transmission Line Voltage
  - 1000 kV (DC)
  - 500 kV
  - 230 kV
  - 100-161 kV
  - Under 100 kV

TETRA TECH

aypa

Reference Map

\\css706g\gis\1\ICES\Projects\PD\X\Aypa\Power\Summit\_Ridge\Maps\NOI\Aypa\_SummitRidge\_NOI\_20240122.aprx



**Attachment 1. Articles of Organization,  
Secretary's Certificate, and Authorization  
Letter**

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

Phone: (503) 986-2200  
[www.filinginoregon.com](http://www.filinginoregon.com)

**Registry Number:** 538378-95  
**Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Next Renewal Date:** 08/04/2018

SUMMIT RIDGE WIND, LLC  
PIER 1, BAY 3  
SAN FRANCISCO CA 94111

### Acknowledgment Letter

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

**Document**

ARTICLES OF AMENDMENT

**Filed On**

09/27/2017

**Jurisdiction**

OREGON

**Name**

SUMMIT RIDGE WIND, LLC

**Principal Place of Business**

PIER 1, BAY 3  
SAN FRANCISCO CA 94111

**Registered Agent**

CORPORATION SERVICE COMPANY  
1127 BROADWAY ST NE STE 310  
SALEM OR 97301

**Mailing Address**

PIER 1, BAY 3  
SAN FRANCISCO CA 94111

**Member**

PATTERN RENEWABLES 2 LP  
PIER 1, BAY 3  
SAN FRANCISCO CA 94111



# Articles of Amendment/Dissolution - Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97331-6327 - <http://www.filinginOregon.com> - Phone: (503) 986-2200

- ☐ ARTICLES OF AMENDMENT (Complete only 1, 2, 3, 6)  
☐ ARTICLES OF DISSOLUTION (Complete 4, 5, 6)

REGISTRY NUMBER: 538378-95

In accordance with Oregon Revised Statute 192.410-192.490, 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.  
Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

**FILED**  
**SEP 27 2017**  
**OREGON**  
**SECRETARY OF STATE**

For office use only

## ARTICLES OF AMENDMENT ONLY

1. **ENTITY NAME:** Summit Ridge Wind, LLC  
2. **THE FOLLOWING AMENDMENT(S) TO THE ARTICLES OF ORGANIZATION IS MADE HEREBY:** (State the article number(s) and set forth the article(s) as it is amended to read.)

Articles 3 and 4 are hereby amended to reflect new name and address of the Registered Agent for the limited liability company:

Corporation Service Company, 1127 Broadway Street NE, Suite 310, Salem, OR 97301

*The new registered agent has consented to this appointment.*

Article 5 is hereby amended to reflect the new principal place of business and mailing address of the limited liability company:

Pier 1, Bay 3, San Francisco, CA 94111

Article 10 is hereby amended to reflect the new member of the limited liability company:

Pattern Renewables 2 LP, Pier 1, Bay 3, San Francisco, CA 94111

3. **PLEASE CHECK THE APPROPRIATE STATEMENT:**

☐ This amendment was adopted by the manager(s) without member action. Member action was not required.

Date of adoption of each amendment: \_\_\_\_\_

☒ This amendment(s) was approved by the members. 100 percent of the members approved the amendment(s).

Date of adoption of each amendment: 9/11/2017

## ARTICLES OF DISSOLUTION ONLY

4. **NAME OF LIMITED LIABILITY COMPANY:** \_\_\_\_\_  
5. **DATE OF DISSOLUTION:** \_\_\_\_\_

6. **EXECUTION:** By my signature, I declare as an authorized signer, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Title:

*Joni Barrett*  
9/20/2017

Pattern Renewables 2 LP, its sole member

By: Joni Barrett

Secretary

CONTACT NAME: (To resolve questions with this filing)

PHONE NUMBER: (Include area code)

Articles of Amendment/Dissolution - Limited Liability Company (05/14)

### FEES

Required Processing Fee \$100

Processing Fees are nonrefundable. Please make check payable to "Corporation Division".

Free copies are available at [FilingInOregon.com](http://FilingInOregon.com) using the Business Name Search program.



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

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

**Registry Number:** 538378-95  
**Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Next Renewal Date:** 08/04/2016

SUMMIT RIDGE WIND, LLC  
9611 NE 117TH AVE STE 2840  
VANCOUVER WA 98662

### **Acknowledgment Letter**

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

**Document**

ARTICLES OF AMENDMENT

**Filed On**

04/29/2016

**Jurisdiction**

OREGON

**Name**

SUMMIT RIDGE WIND, LLC

**Principal Place of Business**

9611 NE 117TH AVE #2840  
VANCOUVER WA 98662

**Registered Agent**

BALL JANIK SERVICE COMPANY  
101 SW MAIN ST STE 1100  
PORTLAND OR 97204

**Mailing Address**

9611 NE 117TH AVE STE 2840  
VANCOUVER WA 98662

**Member**

STEVEN OSTROWSKI JR  
12302 NE 239TH AVE  
BRUSH PRAIRIE WA 98606



# Articles of Amendment/Dissolution - Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 451 - Salem, OR 97310-1327 - <http://www.FilingInOregon.com> - Phone: (503) 886-2200

☒ ARTICLES OF AMENDMENT (Complete only 1, 2, 3, 6)

☐ ARTICLES OF DISSOLUTION (Complete 4, 5, 6)

FILED

APR 29 2016

REGISTRY NUMBER: 538378-95

OREGON  
SECRETARY OF STATE

For office use only

In accordance with Oregon Revised Statute 192.410-192.490, 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.

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

## ARTICLES OF AMENDMENT ONLY

1. ENTITY NAME: LotusWorks - Summit Ridge I, LLC

2. THE FOLLOWING AMENDMENT(S) TO THE ARTICLES OF ORGANIZATION IS MADE HEREBY: (State the article number(s) and set forth the article(s) as it is amended to read.)

Article 1 is amended to read:

"The name of the limited liability company is Summit Ridge Wind, LLC."

3. PLEASE CHECK THE APPROPRIATE STATEMENT:

☐ This amendment was adopted by the manager(s) without member action. Member action was not required.

Date of adoption of each amendment: \_\_\_\_\_

☒ This amendment(s) was approved by the members. 100 percent of the members approved the amendment(s).

Date of adoption of each amendment: April 28, 2016

## ARTICLES OF DISSOLUTION ONLY

4. NAME OF LIMITED LIABILITY COMPANY: \_\_\_\_\_

5. DATE OF DISSOLUTION: \_\_\_\_\_

6. EXECUTION: By my signature, I declare as an authorized signer, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Steven A. Ostrowski, Jr.

Manager of Summit Ridge

Wind Holdings, LLC, the Sole

Member of the Company

CONTACT NAME: (To resolve questions with this filing)

Joy Aikin

PHONE NUMBER: (include area code)

503.226.1191

Articles of Amendment/Dissolution - Limited Liability Company (05/14)

SUMMIT RIDGE WIND, LLC



53837895-16981031

AMDART

VOID WITHOUT WATERMARK OR IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED





Phone: (503) 986-2200  
Fax: (503) 378-4381

Articles of Organization—Limited Liability Company

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

FILED

AUG 04 2008

REGISTRY NUMBER:

538378-95

For office use only

OREGON  
SECRETARY OF STATE

In accordance with Oregon Revised Statute 192.410-192.490, all information on this form is publicly available, including addresses.

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 OF LIMITED LIABILITY COMPANY** (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.")  
LotusWorks - Summit Ridge I, LLC

- 2) **DURATION** (Please check one.)

☐ Latest date upon which the Limited Liability Company is to dissolve is \_\_\_\_\_

☒ Duration shall be perpetual.

- 3) **NAME OF THE PERSON WHO WILL ACCEPT LEGAL SERVICE FOR THIS BUSINESS (INITIAL REGISTERED AGENT)**

Ball Janik Service Company

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

101 SW Main Street, Suite 1100

Portland, OR 97204-3219

- 5) **ADDRESS WHERE THE DIVISION MAY MAIL NOTICES**

9611 NE 117th Avenue, Suite 2830

Vancouver, WA 98662

- 6) **NAME AND ADDRESS OF EACH PERSON WHO IS FORMING THIS BUSINESS (ORGANIZER)**

Jeffrey S. Perry

c/o BALL JANIK LLP

101 SW Main Street, Suite 1100

Portland, OR 97204-3219

- 7) **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).

- 8) **IF RENDERING A LICENSED PROFESSIONAL SERVICE OR SERVICES, DESCRIBE THE SERVICE(S) BEING RENDERED.**

N/A

- 9) **OPTIONAL PROVISIONS** (Attach a separate sheet if necessary.) ☒

(OPTIONAL) **LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES**

- 10) **OWNERS (MEMBERS)** (Names and Street address)

- 11) **MANAGERS (MANAGERS)** (Names and Street address)

- 12) **EXECUTION/SIGNATURE OF THE PERSON WHO IS FORMING THIS BUSINESS (ORGANIZER)** (The title for each signer must be "Organizer.")

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature

Printed Name

Title

Jeffrey S. Perry

Jeffrey S. Perry

Organizer

Organizer

Organizer

Organizer

**FEES**

Required Processing Fee \$50  
Confirmation Copy (Optional) \$5

Processing Fees are nonrefundable.

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

- 13) **CONTACT NAME** (To resolve questions with this filing.)

Jane K. Gregory - Ball Janik LLP

**DAYTIME PHONE NUMBER** (Include area code.)

(503) 228-2525

538378-95

**Attachment A**  
**to**  
**Articles of Organization**  
**of**  
**LotusWorks – Summit Ridge I, LLC**

**Article 9      INDEMNIFICATION AND EXCULPATION OF LIABILITY**

A.      The Company shall indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Company) by reason of the fact that the person is or was a manager, director or officer of the Company or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Company, or serves or served at the request of the Company as a director, manager, officer, employee or agent or as a fiduciary of an employee benefit plan, of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. Any indemnification provided pursuant to this Article 9.A will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of these articles of organization, operating agreement, other agreement, statute, policy of insurance, vote of members, directors or managers, or otherwise.

For purposes of this Article 9.A, the term "to the fullest extent permitted by law" includes, without limitation, to the fullest extent permitted by any provision in the Oregon Limited Liability Company Act that authorizes a limited liability company to provide indemnification, by agreement, article, operating agreement or otherwise, in addition to the permissible indemnification specifically authorized and set forth in the Oregon Limited Liability Company Act.

B.      To the fullest extent permitted by law, no manager or director of the Company will be personally liable to the Company or its members for monetary damages for conduct as a manager or director. Without limiting the generality of the preceding, if the Oregon Revised Statutes are amended after this Article 9.B becomes effective to authorize action further eliminating or limiting the personal liability of members or managers of the Company, then the liability of the members or managers of the Company will be eliminated or limited to the fullest extent permitted by the Oregon Revised Statutes, as so amended. No amendment or repeal of this Article 9.B, nor the adoption of any provision of these Articles of Organization inconsistent with this Article 9.B, nor a change in the law, will adversely affect any right or protection that is based upon this Article 9.B and pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Article 9.B unless the change in the law specifically requires such reduction or elimination.

**Articles of Amendment/Dissolution - Limited Liability Company**Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - [sos.oregon.gov/business](http://sos.oregon.gov/business) - Phone: (503) 986-2200☒ ARTICLES OF AMENDMENT (Complete only 1, 2, 3, 4, 5, 8☐ ARTICLES OF DISSOLUTION (Complete 6,7, 8)**FILED: SEP 10, 2020  
OREGON SECRETARY OF STATE**

53837895-21425833

**SUMMIT RIDGE WIND, LLC****AMDART**In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is  
We must release this information to all parties upon request and it will be posted on our website.Please Type or Print Legibly in **Black Ink**. Attach Additional Sheet if Necessary.**ARTICLES OF AMENDMENT ONLY****1. ENTITY NAME:** Summit Ridge Wind, LLC**2. THE FOLLOWING AMENDMENT(S) TO THE ARTICLES OF ORGANIZATION IS MADE HEREBY:** (State the article number(s) and set forth the article(s) as it is amended to read.)ARTICLE 10 is hereby amended to reflect the new member of the limited liability company:Aypa Power LLC, 50 Fountain Plaza, Suite 1400, PMB #327, Buffalo, New York 14202**3. PLEASE CHECK THE APPROPRIATE STATEMENT:**☐ This amendment was adopted by the manager(s) without member action. Member action was not required.

Date of adoption of each amendment: \_\_\_\_\_

☒ This amendment(s) was approved by the members. 100 percent of the members approved the amendment(s).Date of adoption of each amendment: September 8, 2020**4. PRINCIPAL PLACE OF BUSINESS** (Physical Street Address)8 King Street East, Unit 100Toronto, Ontario, M5C 1B5Canada**5. INDIVIDUAL WITH DIRECT KNOWLEDGE** (Name and Address)

List the name and address of at least one individual who is a member or manager of the LLC or an authorized representative with direct knowledge of the operations and business activities of the LLC.

Christie Kneteman8 King Street East, Unit 100Toronto, Ontario, M5C 1B5 Canada**ARTICLES OF DISSOLUTION ONLY****6. NAME OF LIMITED LIABILITY COMPANY:** \_\_\_\_\_**7. DATE DISSOLUTION OCCURRED:** \_\_\_\_\_

Future date not allowed.

**8. EXECUTION:** I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any members, managers, employees or agents of the limited liability company. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Christie Kneteman

Title:

EVP & General Counsel**CONTACT NAME:** (To resolve questions with this filing)Katarina Nesslein, Stoel Rives LLP**PHONE NUMBER:** (Include area code)503-294-9638**FEES**

Required Processing Fee \$100

Processing Fees are nonrefundable. Please make check payable to "Corporation Division".

Free copies are available at [sos.oregon.gov/business](http://sos.oregon.gov/business) using the Business Name Search program.

## SECRETARY'S CERTIFICATE

The undersigned, Christie Kneteman, being an Authorized Signatory of Summit Ridge Wind, LLC ("Applicant"), an Oregon limited liability company and the Executive Vice President, General Counsel and Secretary of its sole member Aypa Power LLC ("Aypa"), a Delaware limited liability (Applicant and Aypa collectively referred to herein as the "Summit Ridge Entities") does hereby certify as of January 5, 2024, on behalf of the Summit Ridge Entities that:

(a) Attached hereto as Appendix 1.1 are true, correct and complete copies of the operating agreements of each Summit Ridge Entity. Each such Operating Agreement has not been amended since the respective date thereof and is in full force and effect as of the date hereof.

(b) Attached hereto as Appendix 1.2 is a true, correct and complete copy of the resolutions of Applicant confirming Samuel Littlefield as Authorized Signatory, duly adopted by written consent of the sole member thereof on July 28, 2023.

Such resolutions constitute the only actions taken by or with respect to Applicant confirming Samuel Littlefield as Authorized Signatory and have not been modified, rescinded or amended and are in full force and effect as of the date hereof.

(c) Samuel Littlefield is duly authorized and directed to execute, deliver and cause the Applicant to submit Notice of Intent to the State of Oregon Energy Facilities Siting Council (the "NOI") and perform thereunder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed these certifications of the sole member(s) as of the date first above written.

AYPA POWER LLC

By: 

Name: Christie Kneteman

Title: Executive Vice President, General  
Counsel, and Secretary

SUMMIT RIDGE WIND, LLC

By: AYPa POWER LLC, its sole member

By: 

Name: Christie Kneteman

Title: Executive Vice President, General  
Counsel, and Secretary

## **Appendix 1.1**

*[See attached]*

**FOURTH AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
AYPA POWER LLC**

This Fourth Amended and Restated Limited Liability Company Agreement (“**Agreement**”) of Aypa Power LLC, a Delaware limited liability company (the “**Company**”), effective as of January 1, 2023 (the “**Effective Date**”), is entered into by Aypa Power II LLC, a Delaware limited liability company, as the sole member of the Company (the “**Member**”).

**WHEREAS**, the Company was formed as a limited liability company on February 6, 2019 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”);

**WHEREAS**, on May 15, 2020, the Company filed a certificate of amendment with the Secretary of State of Delaware to change the name of the Company from “NRStor C&I U.S. LLC” to “Aypa Power LLC”;

**WHEREAS**, prior to the date hereof, the Company was governed by the Third Amended and Restated Limited Liability Company Agreement of the Company effective as of May 24, 2022 (the “**Prior LLCA**”);

**WHEREAS**, the Company now wishes to adopt this Agreement, which shall amend, restate, and replace the Prior LLCA in its entirety as the governing instrument of the Company; and

**WHEREAS**, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

**NOW, THEREFORE**, the Member agrees as follows:

1. Continuation; Name. The Member hereby acknowledges the continuation of the Company as a limited liability company pursuant to the Act. The name of the Company shall continue to be “**Aypa Power LLC**”.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 11801 Domain Blvd, Suite 450, Austin, TX 78758, or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware

shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Member. The name and the business, residence, or mailing address of the Member are as follows:

<b>Name</b>	<b>Address</b>
Aypa Power II LLC	11801 Domain Blvd, Suite 450 Austin, TX 78758

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Opt-in to UCC Article 8; Certificates Representing Ownership of Membership Interest. All membership interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. Such membership interests shall be evidenced by certificates in the form attached hereto as Exhibit A. Such certificates representing ownership of a membership interest in the Company shall (i) be executed and delivered by an Officer on behalf of the Company, (ii) be in the name of the Company, (iii) set forth the name of the member and the number and class, if any, of any membership interest owned or held by each such member, (iv) be a security governed by Article 8 of the Uniform Commercial Code as in effect in from time to time in the State of Delaware, and (v) be consecutively numbered or otherwise identified.

5. Transfers

(a) Transfers. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate or otherwise transfer, in whole or in part (a "Transfer") its membership interests. If any membership interests issued hereunder are certified by a certificate as provided in Section 4(c), then any Transfer of any such certificated membership interests shall be effected pursuant to an instrument of transfer substantially in the form attached as Exhibit B.

(b) Application of Transfer Restrictions. The provisions regarding Transfers of membership interests contained herein shall apply to all membership interests issued pursuant to this Agreement or hereafter acquired by the Member, including membership interests acquired by reason of any dividend, distribution, exchange or conversion, and additional issuances of membership interests. Any Transfer of membership interests that is not made in compliance with the provisions hereof shall be void *ab initio*.



(c) Withdrawal. The Member may not withdraw or resign from the Company unless it has transferred all of its Membership Interests in accordance with this Section 5, prior to the dissolution or winding up of the Company.

6. Management.

(a) Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her. Each of the following named individuals is elected to the office of the Company set forth after his or her respective name to serve and hold office, except as explicitly indicated below, until his or her respective successor has been duly elected and qualified or until his or her earlier resignation or removal from office:

<b>Name</b>	<b>Title</b>
Moe Hajabed	Chief Executive Officer
Marc Atlas	Chief Financial Officer
Christie Kneteman	Executive Vice President, General Counsel and Secretary
Swaraj Jammalamadaka	Chief Technology Officer
Daniel Santelli	Chief Commercial Officer

Such officers shall have the powers, authority, and duties usually associated with the comparable officers of a business corporation organized under the Delaware General Corporation Laws, Del. Code Ann. tit. 8 §§101-398 et seq. and all amendments thereto. The Chief Executive Officer and such other officers as the Member shall designate shall manage the day-to-day affairs of the Company. The Company shall indemnify its officers, employees and other agents to the fullest extent permitted by law, provided that such indemnification in any given situation is first approved by the

Member. The right to indemnification under this Section 6(b) shall be fully vested with respect to any matter occurring while this Section 6(b) was in effect. No amendment of this Section 6(b) shall have any retroactive effect except as to enhance such right to the benefit of the indemnitee.

7. Liability of Member; Indemnification.

(a) Liability of Member. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being the Member or participating in the management of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for the debts, obligations or liabilities of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of, and to the extent of, the Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

8. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

9. Interest of Member; Allocations, Additional Capital Contributions.

(a) Interest of Member. The capital account of the Member as of the Effective Date is set forth in the books and records of the Company. The Member's interest in the Company for all purposes shall be stated as below:

<b>Name</b>	<b>Percentage Interest</b>
Aypa Power II LLC	100%

(b) Additional Capital Contributions. The Member is not required to make any additional capital contributions to the Company. However, the Member may contribute to the Company such cash, property or services as determined by the Member from time to time in its sole discretion.

10. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor any Officer, agent or other person is authorized to or shall take any action or make any election which is inconsistent with such tax

treatment. Without limiting the ability of the sole Member to elect otherwise, all provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity. Notwithstanding the foregoing, the sole Member is authorized to, and may, file IRS Form 8832 (or any alternative or successor form) to cause the Company to be classified as an association taxable as a corporation.

(b) Income and Deductions. So long as the Company is disregarded as an entity separate from the sole Member, all items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

12. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

13. Miscellaneous.

(a) Addresses and Notice. The address of the Company for all purposes is the principal office of the Company as determined in accordance with Section 3(a). The address of the Member for all purposes will be the address set forth in Section 4(a). Any notice, demand, request or report required or permitted to be given by or made to the Company or the Member under this Agreement shall be in writing and will be deemed given or made when delivered in person or when sent to the Company or the Member at that address by first class mail or by other means of written communication.

(b) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Member and its personal representatives, heirs, successors and permitted assigns.

(d) Accounting Period and Methods. The Company's account period shall be the calendar year. The Company shall use GAAP or such other accounting methods as the Member deems most advantageous.

(e) No Exclusive Duty. The Member need not devote its full time and attention to the business, but subject to its duty of loyalty to the Company, may engage in other business ventures. The Company shall not have any right to the profits derived from other ventures of the Member, except to the extent the Company may have an independent interest in such other ventures.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(g) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

(h) Section Headings. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and shall not be construed in any way to define, limit, extend or describe the scope of this Agreement or the intention of the provisions hereof.

(i) Variation in Pronouns. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

(j) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Member with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect thereto.

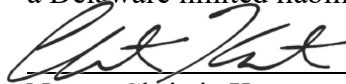
(k) No Third-Party Beneficiaries. Except with regard to the Company's obligation to indemnified parties as set forth in Section 7 hereof and as otherwise specifically provided in this Agreement, the provisions of this Agreement are not intended to be for the benefit of or enforceable by any third party and shall not give rise to any right on the part of any third party.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER:

AYPA POWER II LLC,  
a Delaware limited liability company

A handwritten signature in black ink, appearing to read 'Christie Kneteman', is written over a horizontal line.

Name: Christie Kneteman

Title: Executive Vice President, General Counsel  
and Secretary

## EXHIBIT A

### FORM OF MEMBERSHIP INTEREST CERTIFICATE

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAW OF ANY STATE. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD OR TRANSFERRED UNLESS SUBSEQUENTLY REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THIS CERTIFICATE EVIDENCES AN INTEREST IN AYPa POWER LLC AND SHALL BE A SECURITY GOVERNED BY ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN FROM TIME TO TIME IN THE STATE OF DELAWARE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OTHER APPLICABLE JURISDICTION.

No. [ ]

[ ]% Membership Interests

**AYPA POWER LLC,**

**a Delaware Limited Liability Company**

Certificate of Interest

This certifies that [ ] is the owner of [ ]% of the Membership Interests in Aypa Power LLC (the “**Company**”), which membership interests are subject to the terms of the Fourth Amended and Restated Limited Liability Company Agreement of Aypa Power LLC, dated as of [ ], 2022, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof (the “**LLC Agreement**”).

This Certificate of Interest may be transferred by the lawful holders hereof only in accordance with the provisions of the LLC Agreement.

IN WITNESS WHEREOF, the said Company has caused this Certificate of Membership Interest to be signed by its Member, [\_\_\_\_], this [\_\_] day of [\_\_\_\_], 20[\_\_\_\_].

**AYPA POWER LLC,**

By:

By: \_\_\_\_\_

Name:

Title:

**Exhibit B**

**INSTRUMENT OF TRANSFER OF MEMBERSHIP INTEREST IN  
AYPA POWER LLC**

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer unto \_\_\_\_\_ the membership interest evidenced by and within the Certificate of Interest herewith, and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer said interest on the books of Aypa Power LLC, with full power of substitution in the premises.

Dated as of:

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:



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**SUMMIT RIDGE WIND, LLC**

**THIRD AMENDED AND RESTATED OPERATING AGREEMENT**

**Dated as of August 3, 2020**

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**THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, DELIVERED AFTER SALE, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE QUALIFICATION AND REGISTRATION UNDER SUCH ACT AND LAWS OR AN APPLICABLE EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH OR REFERRED TO HEREIN.**

## SUMMIT RIDGE WIND, LLC

### THIRD AMENDED AND RESTATED OPERATING AGREEMENT

This THIRD AMENDED AND RESTATED OPERATING AGREEMENT, effective as of August 3, 2020 is entered into by and among Aypa Power LLC, a Delaware limited liability company (“**Member**”), and any and all Persons who hereafter become “**Members**.”

#### RECITALS

**WHEREAS**, Summit Ridge Wind, LLC, an Oregon limited liability company (the “**Company**”) was originally formed as LotusWorks – Summit Ridge 1, LLC on August 4, 2008 by the filing of the Articles of Organization (as defined herein) with the Secretary of State of the State of Oregon by Lotus Group USA Inc., a Delaware corporation (“**Original Member**”), which became the sole Member of the Company;

**WHEREAS**, as of August 4, 2008, the Original Member held all of the outstanding Membership Interests (as defined herein) of the Company and entered into that certain Operating Agreement of the Company dated as of August 4, 2008;

**WHEREAS**, effective as of February 1, 2016, the Original Member assigned, transferred and conveyed all of its Membership Interests in the Company to Summit Ridge Wind Holdings, LLC, an Oregon limited liability company (“**Holdings Member**”) and Holdings Member entered into that certain First Amended and Restated Operating Agreement of the Company dated as of February 1, 2016;

**WHEREAS**, as of April 29, 2016, Holdings Member amended the name of the Company to Summit Ridge Wind, LLC by the filing of Articles of Amendment with the Secretary of State of the State of Oregon;

**WHEREAS**, effective as of September 11, 2017, Holdings Member subsequently assigned, transferred and conveyed all of its Membership Interests in the Company to Pattern Renewables 2 LP, a Delaware limited partnership (“**Prior Member**”);

**WHEREAS**, effective as of September 11, 2017, the Prior Member held all of the outstanding Membership Interests of the Company and entered into that certain Second Amended and Restated Operating Agreement of the Company (the “**Prior Agreement**”);

**WHEREAS**, as of the date hereof, Member acquired all of the outstanding Membership Interests of the Company from the Prior Member and as a result has become the sole Member of the Company; and

**WHEREAS**, Member wishes to amend and restate the Prior Agreement in its entirety, and such Prior Agreement is hereby amended and restated in its entirety.

**NOW, THEREFORE**, each Member, in consideration of the agreements of the other Members contained in this Agreement, agrees as follows:

## **ARTICLE 1 DEFINITIONS**

The following terms shall have the following meanings, unless otherwise clearly indicated to the contrary.

***“Additional Member”*** means a Person admitted to the Company as a Member pursuant to Article 11.

***“Affiliate”*** with respect to any Person means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with the Person in question.

***“Agreement”*** means this Third Amended and Restated Operating Agreement, as it may be amended, supplemented or restated from time to time.

***“Articles of Organization”*** means the Articles of Organization of the Company, as filed with the Secretary of State of the State of Oregon, as such Articles of Organization may be amended, supplemented or restated from time to time.

***“Assignee”*** has the meaning specified in Section 10.3.

***“Aypa Power”*** means Aypa Power LLC, and its successors and assigns.

***“Capital Account”*** means with respect to each Member the account established and maintained for such Member on the books of the Company in compliance with Treasury Regulations §§ 1.704-1(b)(2)(iv) and 1.704-2, as amended. Subject to the preceding sentence, each Member’s Capital Account balance shall initially equal the amount of cash and the Contribution Value of any other property contributed by such Member. Throughout the term of the Company, each Capital Account will be (i) increased by the amount of (A) income and gains allocated to such Capital Account pursuant to Article 4 and (B) the amount of any cash and the Contribution Value of any other property subsequently contributed to such Capital Account, and (ii) decreased by the amount of (A) losses and deductions allocated to such Capital Account pursuant to Article 4 and (B) the amount of cash and the Distribution Value of any other property distributed or transferred from such Capital Account pursuant to Article 3, 4 or 10.

***“Capital Contributions”*** shall mean, with respect to any Member, the amount of money and the net fair market value of property contributed by such Member to the Company pursuant to this Agreement.

***“Code”*** means the United States Internal Revenue Code of 1986, as amended.

***“Company”*** means the limited liability company organized pursuant to the Articles of Organization.

***“Contribution Value”*** means the Fair Market Value of a Company asset contributed by a Member to the Company (net of liabilities secured by such contributed asset that the Company is treated as assuming or taking subject to).

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

**“Distribution”** means each distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution, redemption, repurchase or otherwise.

**“Event of Withdrawal”** means, with respect to any Person, the occurrence of any event described in Section 63.001(3) of the Oregon Act and any successor to such section.

**“Fair Market Value”** means, with respect to any asset as of any date, the price a willing buyer would pay a willing seller in an arm’s-length transaction, determined using any reasonable valuation method.

**“Fiscal Period”** means any interim accounting period within a Taxable Year which is permitted or required by Code Section 706.

**“Fiscal Year”** means the Company’s annual accounting period established pursuant to Section 7.2.

**“Indemnified Person”** has the meaning specified in Section 13.1.1.

**“Liquidator”** shall mean a Member selected in the manner and for the purpose specified in Section 14.2.

**“Member”** means each of the Members named on Schedule I attached hereto and any Person admitted to the Company as a Substituted Member or Additional Member; but only so long as such Person is shown as a Member on the Company’s books and records.

**“Membership Interest”** means a Member’s interest in and rights with respect to the Company, collectively, including the Member’s Percentage Interest, the member’s share of profits and losses of the Company, the right to receive distributions of the Company’s assets, any right to vote, participate in management or appoint Managers, and any right under the Oregon Act or the terms hereof to information concerning the business and affairs of the Company.

**“Membership Interest Certificate”** has the meaning specified in Section 3.6.

**“Net Profit”** and **“Net Loss”**, respectively, for any period means the income or loss of the Company for such period as determined in accordance with the method of accounting followed by the Company for Federal income tax purposes, including, for all purposes, any income exempt from tax and any expenditures of the Company which are described in Code Section 705(a)(2)(B); provided, however, that in determining Net Profit and Net Loss and every item entering into the computation thereof, solely for the purpose of adjusting the Capital Accounts of the Members (and not for tax purposes), (i) any income, gain, loss or deduction attributable to the taxable disposition of any Company asset shall be computed as if the adjusted basis of such Company asset on the date of such disposition equaled its

book value as of such date, (ii) if any Company asset is distributed in-kind to a Member, the difference between its Fair Market Value and its book value at the time of such distribution shall be treated as gain or loss, and (iii) any depreciation, cost recovery and amortization as to any Company asset shall be computed by assuming that the adjusted basis of such Company asset equaled its book value determined under the methodology described in Treasury Regulations §1.704-1(b)(2)(iv)(g)(3); and provided, further, that any item (computed with the adjustments in the preceding proviso) allocated under Section 4.2 shall be excluded from the computation of Net Profit and Net Loss.

**“Oregon Act”** means the Oregon Limited Liability Company Act, Oregon Revised Statutes Chapter 63, as it may be amended from time to time, and any successor thereto.

**“Original Agreement”** has the meaning specified in the Recitals to this Agreement.

**“Original Member”** has the meaning specified in the Recitals to this Agreement.

**“Percentage Interest”** with respect to any Member, means the percentage interest of that Member set forth in the column **“Member’s Percentage Interest”** in Schedule I hereto, as such percentage interest may be adjusted from time to time pursuant to the terms of this Agreement.

**“Person”** means and includes natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trusts companies, land trusts, business trusts and other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

**“Prior Agreement”** has the meaning specified in the Recitals to this Agreement.

**“Prior Member”** has the meaning specified in the Recitals to this Agreement.

**“Securities Act”** means the United States Securities Act of 1933, 15 U.S.C. § 77a et seq., as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

**“Substituted Member”** means a Person that is admitted as a Member of the Company pursuant to Article 11.

**“Taxable Year”** means the Company’s accounting period for federal income tax purposes determined pursuant to Section 8.1.

**“Tax Matters Member”** has the same meaning as “Tax Matters Partner” set forth in Code Section 6231.

**“Transfer”** means a transaction by which a Member assigns all or any portion of its Membership Interest to another Person, and includes a sale, conveyance, assignment,

transfer, gift, pledge, encumbrance, foreclosure, hypothecation, mortgage, exchange or any other disposition, whether voluntary or involuntary.

***“Transferor”*** has the meaning specified in Section 10.1.

***“Treasury Regulations”*** means the income tax regulations promulgated under the Code and effective as of the date hereof, including any future amendments to such regulations and any corresponding provisions of succeeding regulations which (a) are mandatory or (b) call for an election by the Company as to the application of the amendment or succeeding regulation to the Company if the Members so elect; provided that any such amendments and succeeding regulations do not adversely affect the economic interests of the Members hereunder.

## **ARTICLE 2 ORGANIZATIONAL MATTERS**

**2.1 Organization of Company.** The Company was organized as a limited liability company pursuant to the provisions of the Oregon Act on August 4, 2008 and hereby continues as a limited liability company under and pursuant to the Oregon Act and the Articles of Organization. Except as expressly provided herein to the contrary, the rights and obligations of the Members, and the administration and termination of the Company, shall be governed by the Oregon Act.

**2.2 Name.** The name of the Company shall be Summit Ridge Wind, LLC. The Members may change the name of the Company at any time and from time to time. Notification of any such change shall be promptly given to all Members. The Company’s business may be conducted under such name or names as the Members deem advisable.

**2.3 Articles of Organization, etc.** Aypa, as the sole Member, is hereby authorized to execute, deliver file and record all such other certificates and documents, including amendments to or restatements of the Articles of Organization, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property, and the conduct of business under the laws of the State of Oregon and any other jurisdiction in which the Company may own property or conduct business.

**2.4 Purpose.** The purpose and business of the Company shall be to carry on any business which may lawfully be conducted by a limited liability company organized pursuant to the Oregon Act.

**2.5 Principal Office; Registered Office.** The principal office of the Company shall be at Pier 1, Bay 3, San Francisco, CA 94111, or at any other place designated by the Members from time to time. The records of the Company shall be maintained at the principal executive office of the Company or at such other location determined by the Members. The address of the registered office of the Company in the State of Oregon shall be 1127 Broadway Street NE, Suite 310, Salem OR 97301, and the registered agent for service of process on the Company in the State of Oregon at such registered office shall be Corporation Service Company. The Company may maintain offices at such other place or places as the Members may determine.

**2.6 Term.** The Company shall continue in existence perpetually or until the earlier dissolution of the Company in accordance with the provisions of Article 14.

**2.7 Operating Agreement.** This Agreement shall constitute the “operating agreement” of the Company pursuant to the Oregon Act.

### **ARTICLE 3 CAPITAL CONTRIBUTIONS**

**3.1 Members.** Each Member named on Schedule I attached hereto is credited with the Capital Contribution that is shown in the books and records of the Company in exchange for that Member’s Percentage Interest listed on Schedule I. No Member shall be required to make any additional Capital Contributions to the Company (other than in connection with a subscription by such Member to additional Membership Interests of the Company).

**3.2 Capital Accounts.** The Company shall maintain a separate Capital Account for each Member.

**3.3 Interest.** The Company shall not pay interest on Capital Contributions or on balances in Capital Accounts.

**3.4 No Withdrawal.** No Member shall be entitled to withdraw any part of his Capital Contribution or Capital Account or to receive any Distribution from the Company, except as expressly provided herein.

**3.5 Issuance of Memberships.** The Company may issue additional Membership Interests in exchange for additional contributions to the capital of the Company, on such terms as are determined by the Members. Notwithstanding any provision in this Agreement to the contrary, this Agreement and Schedule I shall be amended to reflect the sale of the additional Membership Interests, the addition of additional Members and any other changes in allocations of Percentage Interests, voting rights and participation in management as may be agreed among the Members in connection therewith.

**3.6 Certification of Interests.** The Members hereby specify, acknowledge and agree that all Membership Interests in the Company are securities governed by Article 8 and all other provisions of the Uniform Commercial Code as adopted and amended in the State of Oregon (the “UCC”), and pursuant to the terms of Section 8-103 of the UCC, such Interests shall be “securities” for all purposes under such Article 8 and under all other provisions of the UCC. The Membership Interests of each Member may be recognized by one or more certificates substantially in the form of the certificate attached hereto as Schedule II (the “**Membership Interest Certificate**”). Unless otherwise agreed by the Members, Membership Interest Certificates shall bear legends in substantially the form of the legends set forth on Schedule II and such other legends as may be reasonably be affixed thereto as agreed among the Members. Membership Interest Certificates shall be numbered and executed by a Member, or an officer or Authorized Signatory of the Company and shall be entered into a Membership transfer register as they are issued, which register shall be maintained by the secretary of the Company. Upon surrender to the Company of a Membership Interest Certificate duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Company to issue a new Membership

Interest Certificate to the Person entitled thereto, cancel the old Membership Interest Certificate and record the transaction upon its books.

## **ARTICLE 4 DISTRIBUTIONS AND ALLOCATIONS**

### **4.1 Distributions of Cash.**

**4.1.1 Current Distributions.** All cash of the Company that the Company may then distribute to its Members without violating any restrictions imposed by law or by any contractual covenants of the Company may be distributed at such times and in such amounts as the Members shall determine, including amounts to enable Members to satisfy estimated tax liabilities. All Distributions of cash pursuant to this Section 4.1.1 shall be allocated to the Members in accordance with their respective Percentage Interests.

**4.1.2 Liquidating Distributions.** After the payment of the debts and liabilities of the Company and the establishment of reserves, as provided in Article 14, any property or assets of the Company, including proceeds from the liquidation thereof, remaining upon the dissolution and liquidation of the Company shall be distributed among the Members in proportion to such Members' Capital Accounts. Such Distributions shall be made after allocating all items of Net Profit or Net Loss for the Fiscal Period ending on the date of liquidation to the Members as provided in this Agreement.

**4.1.3 Applicable Law.** Notwithstanding any other provision contained herein, the Company, and any Member on behalf of the Company, shall not make a distribution to any Member if such distribution would violate the Oregon Act or other applicable law.

### **4.2 Allocations of Net Profit and Net Loss.**

**4.2.1 Allocation of Net Profit.** Net Profit for each Fiscal Year or Fiscal Period shall be allocated to Members in accordance with their Percentage Interests.

**4.2.2 Allocation of Net Loss.** Except as provided in Section 4.2.3, Net Loss for each Fiscal Year or Fiscal Period shall be allocated to Members in accordance with their Percentage Interests.

**4.2.3 Loss Limitation.** Notwithstanding Section 4.2.2, Net Loss shall not be allocated to any Member to the extent such allocation would cause such Member to have a deficit balance in its Capital Account that exceeds the amount the Member is obligated to restore to the Company, within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(c), or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), less the amount of any item described in paragraph (d)(4), (d)(5) or (d)(6) of Treasury Regulations Section 1.704-1(b)(2)(ii). Any Net Loss that cannot be allocated to a Member by virtue of this Section 4.2.3 shall be allocated to other Members in accordance with Section 4.2.2.

**4.3 Tax Allocations.** Items of income, deduction, gain, loss, or credit that are recognized for income tax purposes shall be allocated among the Members in such manner as to



reflect equitably the amounts credited to or debited against each Member's Capital Account (or which will be so credited and debited), whether in such year, in prior years, or in subsequent years. The Company shall establish and maintain records that indicate the extent to which the Capital Account of each Member, as of the last day of each Fiscal Year, includes amounts that have and have not been reflected in the taxable income of such Member. Taxable income and gain in each Fiscal Year shall be allocated among the Members whose Capital Accounts have been allocated the related credits, and items of deduction, loss, and credit in each Fiscal Year shall be allocated among the Members whose Capital Accounts have been allocated the related debits.

**4.3.1 Allocation Rules.** In performing the allocations under Section 4.3, the following rules shall apply unless manifestly unreasonable:

- (a) Items of income and gain of the Company shall be allocated to the Members in a manner that complies with the minimum gain chargeback requirements of Treasury Regulations Section 1.704-2(f) and the nonrecourse liability provisions of Treasury Regulations Section 1.704-2(i).
- (b) If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company gross income and gain shall be specially allocated to such Member for tax purposes in an amount and manner sufficient to eliminate as quickly as possible any deficit balance created by such adjustments, allocations, or distributions in the Member's capital account maintained for tax purposes. Any special allocation under this Section 4.3.1(b) shall be taken into account in computing subsequent allocations of income, deduction, gain, loss, and credit so that the net amount of allocations of income, deduction, gain, loss, and credit shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred.
- (c) The Company shall take into account the allocations in Sections 4.3.1(a) and 4.3.1(b) (the "**Regulatory Allocations**") in computing subsequent allocations pursuant to Section 4.3 so that the net amount of any items so allocated and all other items allocated to each Member pursuant to this Section 4.3.1(c) shall, to the extent possible and taking into account likely future allocations, be equal to the amount that would have been allocated to each Member had the Regulatory Allocations not been in this Agreement.

**4.3.2 Daily Determination.** For purposes of determining the tax items allocable to any period, such items shall be determined on a daily basis, using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

**4.3.3 Contributed Property.** In accordance with Code Section 704(b) and Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, distributed by the Company, or revalued by the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its value for purposes of the Member's Capital Accounts. Any elections or other decisions relating to such allocations shall be made in any manner that reasonably reflects the intent of this Agreement.

## **ARTICLE 5 MANAGEMENT**

### **5.1 In General.**

**5.1.1 Management by Members.** The Members may exercise all powers of the Company and do all lawful acts and things as they may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Unless the Oregon Act or this Agreement requires a greater vote or consent, all matters requiring the vote, consent, approval, authorization or determination by the Members shall require the vote or consent of Members holding a majority of Percentage Interests outstanding. The Members shall have the power and authority to appoint officers and to delegate to such officers such authority and duties as the Members may determine.

**5.1.2 Officers.** The officers of the Company may include a president, secretary, and treasurer and may include one or more vice presidents, assistant secretaries and assistant treasurers. The officers, if any, shall serve at the pleasure of the Members. Any individual may hold any number of offices. If any Member is not an individual, such Member's directors, officers, partners, Members and employees may serve as officers of Company. The officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Members. Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Members at any time. Any officer may resign at any time by giving written notice to the Members, which resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by action of the Members. The salaries, if any, of officers and agents of the Company shall be fixed by the Members.

**5.1.3 Authorized Signatories.** The Members may designate Authorized Signatories of the Company and delegate signature authority to such persons to execute documents on behalf of the Company where directed to do so by the Members. The Authorized Signatories shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Members. An individual who is also an officer of the Company may also be designated as an Authorized Signatory of the Company. If any Member is not an individual, such Member's directors, officers, partners, Members and employees may serve as Authorized Signatories of Company. Any Authorized Signatory may be removed, either with or without cause, by the Members at any time. Any Authorized Signatory may resign at any time

by giving written notice to the Members, which resignation shall take effect the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. The salaries, if any, of Authorized Signatories of the Company shall be fixed by the Members.

**5.1.4 Execution of Documents.** With respect to all of its obligations, powers and responsibilities under this Agreement, the officers and Authorized Signatories of the Company, if any, are each authorized to execute and deliver, for and on behalf of the Company, such promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, contracts, agreements, assignments, documents, deeds, leases, loan agreements, mortgages, security agreements, guaranties, certificates, registrations, applications, notices and other documents, instruments and agreements (“**Agreements**”) on such terms and conditions as the Members or officers deem proper, the execution of such Agreements by such persons to be conclusive evidence of such authorization and approval and ratification thereof by the Members and the Company, all without further act, vote or approval of any Person notwithstanding anything to the contrary contained in this Agreement. Notwithstanding the foregoing, any officer or Authorized Signatory, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company’s accounts. All checks, drafts, and other instruments obligating the Company to pay money may be signed only according to the Company’s banking resolutions on file with each relevant banking institution.

**5.2 Company Qualifications and Filings.** The Original Members have filed with the Secretary of State of the State of Oregon the Articles of Organization and the Member shall execute, deliver and file any amendments and/or restatements thereof required or permitted to be filed by the Oregon Act. The officers or Authorized Signatories shall cause to be filed such Agreements as may be necessary or appropriate for the continuation, qualification and operation of a limited liability company in the State of Oregon and shall cause to be filed such Agreements as may be necessary or appropriate for the continuation, qualification and operation of a limited liability company in any other jurisdiction in which the Company may elect to do business. Subject to applicable law, any and all filings in and reports to any state, and all amendments thereto may omit the names and addresses of the Members, information relating to the Members’ Capital Contributions and shares of Net Profits and Net Losses and information relating to compensation of the Members, or may state such information in the aggregate rather than with respect to each individual Member. The Company shall not be required to deliver or mail a copy of the Articles of Organization or any amendment thereto to any Member.

### **5.3 Compensation and Reimbursement of Members.**

**5.3.1 Compensation.** Except as provided in this Section 5.3 or elsewhere in this Agreement, no Member shall be compensated for its services to the Company.

**5.3.2 Reimbursement.** Each Member shall be reimbursed on a monthly basis for all reasonable actual out-of-pocket expenses, disbursements and advances it pays or incurs in connection with the formation and business of the Company, including all expenses, disbursements and advances for legal, accounting, printing and banking matters, consultants and other third parties, reasonable travel expenses, and filing fees.

**5.4 Outside and Competing Activities.** Subject to the application of general common law principles of Oregon corporate law:

- (a) Each Member, its respective Affiliates and its respective stockholders, directors, partners, managers, Members, officers, controlling persons, partners and employees may engage or invest in, independently or with others, any business activity of any type or description, including those that might be the same as or similar to, or in direct or indirect competition with, the Company's business. Neither the Company nor any Member shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom;
- (b) No Member shall be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company; and
- (c) Each Member shall have the right to hold any investment opportunity or prospective economic advantage for its own account or to recommend such opportunity to Persons other than the Company. The Members acknowledge that the Members and their Affiliates may own and/or manage other businesses, including businesses that may compete with the Company's business and may compete for the Member's time; each Member hereby waives any and all rights and claims which it may otherwise have against any Member and its officers, directors, shareholders, partners, Members, managers, agents, employees, and Affiliates as a result of any such ownership or management. The Members shall devote to the management of the Company only such time as may reasonably be required to cause the affairs of the Company to be conducted in an efficient and businesslike manner.

**5.5 Conflicts of Interest.**

**5.5.1 In General.** Notwithstanding that a conflict of interest may exist, any Member or any Affiliates of any Member may, without the consent of the Members holding at least a majority of the Percentage Interests, engage in any transaction (including the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as (a) such transaction is not expressly prohibited by this Agreement, and (b) the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length.

**5.5.2 Determination of Reasonableness.** Any such transaction shall be conclusively determined to be fair and reasonable to the Company and at least as favorable to the Company as similar transactions between parties operating at arm's length if the Members holding a majority of the Percentage Interests (excluding the Percentage Interest of any Member having an

interest (other than solely as a Member) in such transaction, unless such Member holds 100% of the Percentage Interests) affirmatively vote or consent in writing to approve the transaction. Unless otherwise expressly provided herein, whenever this Agreement provides that any Person shall act in a manner which is, or provide terms which are, fair and reasonable to the Company or any Member, any determination of fairness and reasonableness shall consider the relative interests of each party to such agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable United States generally accepted accounting practices or principles.

**5.5.3 Acts in Good Faith.** So long as a Member acts in good faith, the resolution, action or terms so made, taken or provided by the Member shall not constitute a breach of this Agreement. Whenever in this Agreement any Person is permitted or required to take any action or to make a decision in its “good faith” or under another express standard, that Person shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein. Whenever in this Agreement any Person is permitted or required to take any action or to make a decision in its “sole discretion” or “discretion,” with “complete discretion” or under a grant of similar authority or latitude, that Person shall be entitled to consider only such interests and factors as it wishes, provided, that except as provided in Section 11.1, that Person shall act in good faith.

**5.6 Purchase of Memberships.** The Members may cause the Company to purchase or otherwise acquire Membership Interests or may purchase or otherwise acquire Membership Interests on behalf of the Company. As long as such Membership Interests are owned by or on behalf of the Company, such Membership Interests shall not be considered outstanding for any purpose.

**5.7 Reliance on Advisors.** The Members may consult with counsel, accountants or other independent consultants in respect of Company affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel, accountants or other independent consultants, provided that they shall have been selected with reasonable care.

**5.8 Member Authority.** Unless expressly and duly authorized in writing to do so by the Members, no Member shall have any power or authority to bind or act on behalf of the Company in any way to pledge its credit or to render it liable for any purpose.

**5.9 Corporate Separateness.** The Members shall cause the Company to maintain its existence separate and distinct from any other Person, including, without the need to obtain approval of any other Member or stakeholder, by taking the following actions to the extent practicable:

- (a) maintaining in full effect its existence, rights and franchises as a limited liability company under the laws of the State of Oregon and obtaining and preserving its qualification to do business in each jurisdiction in which such qualification is or will be necessary to protect the validity and enforceability of this Agreement and each other instrument or agreement necessary or

appropriate to properly administer this Agreement and permit and effectuate the transactions contemplated in this Agreement;

- (b) conducting its affairs separately from those of its officers, directors and Affiliates and maintaining accurate and separate books and records;
- (c) maintaining its own deposit accounts, separate from those of its Members and Affiliates;
- (d) acting solely in its own limited liability company name and not that of any other Person, including any Member or any of its Affiliates;
- (e) not holding itself out as having agreed to pay, or as being liable for, the obligations of any Member or any of its Affiliates;
- (f) not commingling its assets with those of any other Person and paying its obligations only out of its own funds, including salaries of its employees;
- (g) observing all limited liability company formalities required in this Agreement and by its Articles of Organization;
- (h) not acquiring obligations of its Members or any of their respective Affiliates (other than the Company);
- (i) holding itself out as a separate entity; and
- (j) correcting any known misunderstanding regarding its separate identity.

## **ARTICLE 6**

### **NO RIGHT OF PARTITION**

No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

## **ARTICLE 7**

### **BOOKS, RECORDS, ACCOUNTING AND REPORTS**

**7.1 Records and Accounting.** The Members or officers, if any, shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 7.3 or pursuant to applicable laws.

**7.2 Fiscal Year.** The Fiscal Year of the Company shall be the 12-month period ending on December 31 of each year or such other annual accounting period as may be established by the Members.

**7.3 Tax Reports.** The Company shall use reasonable efforts to deliver or cause to be delivered, as early as possible each year, to each Person who was a Member at any time during the previous Taxable Year all information necessary for the preparation of such Person's United States federal income tax returns and any state, local and foreign income tax returns which such Person is required to file as a result of the Company being engaged in a trade or business within such state, local or foreign jurisdiction, including a statement showing such Person's share of income, gains, losses, deductions and credits for such year for United States federal income tax purposes (and, if applicable, state, local or foreign income tax purposes) and the amount, if any, of any Distributions made to or for the account of such Person pursuant to this Agreement. Upon the written request of any such Person made not later than thirty (30) days after the end of each Fiscal Year and at the sole expense of such Person, the Company shall use reasonable efforts to deliver or cause to be delivered any additional information necessary for the preparation of any state, local and foreign income tax returns which must be filed by such Person.

## **ARTICLE 8 TAX MATTERS**

**8.1 Tax Elections.** The Taxable Year shall be the Fiscal Year set forth in Section 7.2, unless the Members shall determine otherwise in compliance with applicable laws. The Company shall determine whether to make or revoke any available election pursuant to the Code. Each Member will upon request supply the information necessary to give proper effect to such election.

**8.2 Tax Controversies.** Aypa is designated the Tax Matters Member, and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with Aypa and to do or refrain from doing any or all things reasonably requested by Aypa with respect to the conduct of such proceedings. The Tax Matters Member shall have sole discretion to determine whether the Company (either in its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) shall be paid by such Member, and if paid by the Company, shall be recoverable from such Member.

## **ARTICLE 9 VOTING; AMENDMENTS**

**9.1 Action Without Meeting.** Any action that may be taken at a Members' meeting may be taken without a meeting if written consents to the action are solicited, and if within ninety (90) days after delivery of the request for written consents, such consents are received from Members owning not less than the minimum Percentage Interests that would be necessary to authorize or take such action at a meeting. A written consent to the taking of any action shall have no force and effect if it is received more than ninety (90) days after the date of the delivery of the written request soliciting consents to such action. The Company shall promptly provide notice of any action taken pursuant to this Section 9.1 to all the Members.

**9.2 Amendments.** This Agreement may be amended upon the affirmative vote of the Members holding not less than a majority of the Percentage Interests; provided, that without the consent of each Member directly affected thereby, no amendment shall modify the limited liability of a Member, increase the liabilities or responsibilities of (including requiring additional future Capital Contributions of Members or otherwise obligating any Member as to any matter not otherwise covered by this Agreement), or diminish the rights or protections of, a Member under this Agreement, or modify the method provided in this Agreement for determining allocations and Distributions and the definitions relating thereto. This Section 9.2 may be amended only with the approval by written consent or affirmative vote of all Members. As promptly as practicable following the execution and delivery of any amendment to this Agreement, the Company shall provide all of the Members with written notice and a copy of such amendment.

## **ARTICLE 10**

### **TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS**

**10.1 Transfer in General.** Any Transfer of a Membership Interest, or any part thereof, to any Person (including a Person who has been admitted as a Member in connection with such Transfer), shall be subject to such Person satisfying the requirements of Articles 11 and 16. An admission shall become effective on the date on which Members holding at least a majority of the Percentage Interests consent. A Member who Transfers a Membership Interest (a “**Transferor**”) may participate in, and have the Percentage Interest allocable to such Member’s Membership Interest counted, in connection with any such consent. Any Transfer or purported Transfer which is not permitted under this Section 10.1 shall be void and shall not bind or be recognized by the Company and the Company shall recognize the purported Transferor as continuing to be the owner of the Membership Interest purported to be Transferred.

**10.2 Opinion of Counsel.** Except as may otherwise be agreed by the Members, no Transfer shall be made if, in the opinion of counsel for the Company, (a) such Transfer would violate the Securities Act or any applicable state securities or “blue sky” laws, or any other applicable provision of law in any respect, (b) such Transfer would require registration of the Membership Interest (or any part thereof) Transferred under the Securities Act, (c) such Transfer would result in the Company having to register as an investment company under the Investment Company Act of 1940, as amended, or in the assets of the Company being considered plan assets within the meaning of the Employee Retirement Income Security Act of 1974, as amended, (d) such Transfer would cause the Company to be treated as an association taxable as a corporation for purposes of the federal income tax laws, or (e) such Transfer would cause a default under the terms of any material agreement to which the Company is a party.

**10.3 Assignee’s Rights.** A Transfer permitted under this Agreement shall be effective as of the date determined by the Members. Net Profits, Net Losses and other Company items shall be allocated between the Transferor and any assignee of all or part of the Transferor’s interest (the “**Assignee**”) according to Code Section 706. Unless and until an Assignee becomes a Member pursuant to Article 11, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable law.



## **ARTICLE 11 ADMISSION OF MEMBERS**

**11.1 Substituted Members.** An Assignee may request admission as a Substituted Member on the form prescribed by the Members. No Assignee shall become a Substituted Member without the prior written consent of Members (other than the assigning Member, unless the assigning Member is the sole Member), holding at least a majority of the Percentage Interests, which consents may be withheld in the sole discretion of any Member for any reason or for no reason.

**11.2 Death, Incompetency or Bankruptcy of a Member.** If any Member who is a natural person dies or if a court of competent jurisdiction adjudges such a Member to be incompetent, that Member's executor, administrator, guardian, conservator or other legal representative will have the rights conferred under Section 63.265(2) of the Oregon Act. Notwithstanding any other provision of this Agreement, (a) the Bankruptcy of a Member shall not cause such Member to cease to be a Member of the Company and such Member shall continue to have all of its rights and privileges as a Member upon the occurrence of such an event, the Company shall continue without dissolution and (b) each Member hereby waives any right it may have under the Oregon Act to agree in writing to dissolve the Company upon the Bankruptcy of a Member.

**11.3 Additional Members.** A Person may be admitted to the Company as an Additional Member only upon furnishing to the Company (a) a signed copy of this Agreement and (b) such other documents or instruments as may be reasonably necessary or appropriate to effect his admission as a Member. Such admission shall become effective on the date on which the conditions set forth above have been satisfied.

**11.4 Representations of New Members.** Each Substituted Member or Additional Member shall become a party to, and agree, to be bound by, this Agreement, and shall be deemed admitted to the Company as a Member of the Company upon its execution of a counterpart hereto and to have made the representations and warranties set forth in Article 16 of this Agreement.

## **ARTICLE 12 WITHDRAWAL OF MEMBERS**

No Member shall have any right to withdraw from the Company without the prior written consent of the Members.

## **ARTICLE 13 INDEMNIFICATION; LIABILITY**

### **13.1 Indemnification.**

**13.1.1 In General.** The Company shall, to the full extent permitted by law, indemnify, defend and hold harmless each Member, each officer of the Company and each of their respective Affiliates, officers, directors, controlling persons, partners, Members, employees and shareholders, together with their respective successors and assigns, heirs, executors and administrators (each, an "**Indemnified Person**") from and against any and all losses, claims, costs,

damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from or incurred or imposed upon such Indemnified Person in connection with any and all claims, demands, actions, suits or other proceedings, whether civil, criminal, administrative or investigative, which relate to the status or activities as a Member, or officer or to the Company's property, business or affairs ("**Claims**"). An Indemnified Person's expenses paid or incurred in investigating, preparing or defending itself against any Claim shall be reimbursed as paid or incurred. This Section 13.1 shall not apply with respect to any Indemnified Person for that portion of any Claim determined by the final decision (from which an appeal cannot be taken or is not timely taken) of a court of competent jurisdiction to have been caused by his gross negligence, willful or wanton misconduct or knowing violation of law. Any payments made to or on behalf of a Person who is later determined not to be entitled to such payments shall be refunded to the Company promptly following such determination.

**13.1.2 Non-Exclusive.** The right to indemnification and the advancement of expenses conferred in this Section 13.1 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, vote of the Members or otherwise.

**13.1.3 Insurance.** The Company may maintain insurance, at its expense, to protect any Person against any expense, liability or loss, to the extent that the Company would have the power to indemnify such Person against such expense, liability or loss under the Oregon Act.

**13.2 Limitation on Liability.** Each Member may exercise any of the powers granted to it by this Agreement either directly or by or through its agents, and such Member shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the Member (so long as such agent was selected in good faith and with due care). Any duties (including fiduciary duties) of, and liabilities relating thereto imposed by law upon, any Member shall, to the extent permitted by law, be modified by the terms of this Agreement. No Person who is a Member and/or officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Member and/or officer of the Company. The Members shall have no liability under this Agreement except as otherwise provided in the following sentence or in the Oregon Act. A Member's liability for Company liabilities and losses shall be limited to the Company's assets; provided that a Member shall be required to return to the Company any Distribution made to it in error.

## **ARTICLE 14**

### **DISSOLUTION AND LIQUIDATION**

**14.1 Dissolution.** The Company shall not be dissolved by the admission of Additional Members or Substituted Members. The Company shall dissolve, and its affairs shall be wound up, upon: (a) the agreement of all of the Members to dissolve the Company or (b) any other event which would cause the dissolution of the Company under the Oregon Act, unless the Company is continued in accordance with the Oregon Act. Each Member hereby waives any right, to the extent permitted by law, to any action for dissolution other than pursuant to rights set forth in this Agreement.

**14.2 Selection of Liquidator.** Upon dissolution of the Company, the Members shall select a Member or any other competent and qualified Person to be the Liquidator. The Liquidator shall agree not to resign at any time without thirty (30) days' prior written notice. The Liquidator may be removed at any time, with or without cause, by notice of removal and appointment of a successor Liquidator approved by Members that own at least a majority of the Percentage Interests. Within thirty (30) days following the occurrence of any Event of Withdrawal with respect to the Liquidator, a successor Liquidator may be elected by Members that own at least a majority of the Percentage Interests. The successor Liquidator shall succeed to all rights, powers and duties of the former Liquidator. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator shall be deemed to refer also to any such successor or substitute Liquidator appointed in the manner herein provided. Except as expressly provided in this Article 14, the Liquidator appointed in the manner provided herein shall have and may exercise, without further authorization or consent of any of the Members, all of the powers conferred upon the Members under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company as provided for herein.

**14.3 Liquidation.** The Liquidator shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation, in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

- (a) first, to the satisfaction of liabilities of the Company by payment (or reasonable provision for payment) of the Company's debts and obligations to its creditors, including sales commissions and other expenses incident to any sale of the assets of the Company and to the establishment of and additions to such reserves as the Liquidator may deem necessary or appropriate; and
- (b) second, to the Members, in accordance with their relative Capital Accounts.

The reserves established pursuant to subparagraph (a) shall be paid over by the Liquidator to a bank or other financial institution, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidator deems advisable, such reserves shall be distributed to the Members in the priorities set forth in this Section 14.3. The allocations and distributions provided for in this Agreement are intended to result in the Capital Account of each Member immediately prior to the distribution of the Company's assets pursuant to this Section 14.3 being equal to the amount distributable to such Member pursuant to this Section 14.3. The Company shall make appropriate adjustments in the allocation of Net Profits and Net Losses as necessary to cause the amount of each Member's Capital Account immediately prior to the distribution of the Company's assets pursuant to this Section 14.3 to equal the amount distributable to such Member pursuant to this Section 14.3.

**14.4 Distribution in Kind.** The provisions of Section 14.3 which require the liquidation of the assets of the Company notwithstanding, but subject to the order of priorities set forth therein, if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss to the Members, the Liquidator may, in its sole discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy Company liabilities (other than loans to the Company by Members) and reserves, and may, in its absolute discretion, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 14.3, undivided interests in such Company assets or beneficial interests in a trust organized to hold such assets as the Liquidator deems not suitable for liquidation. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. The Liquidator shall determine the Fair Market Value of any property distributed in accordance with the valuation procedures set forth in Article 14.

**14.5 Articles of Dissolution.** Upon the completion of the winding up of the affairs of the Company, including the distribution of Company property as provided in this Article, the Liquidator (or the Members, if necessary) shall cause the dissolution of the Company by duly executing and causing to be filed Articles of Dissolution of the Company, which shall terminate the separate legal existence of the Company, and all qualifications of the Company as a foreign limited liability company in jurisdictions other than the State of Oregon and shall take such other actions as may be necessary to terminate the Company.

**14.6 Reasonable Time for Winding Up.** A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets in order to minimize any losses otherwise attendant upon such winding up. Distributions upon liquidation of the Company (or any Member's interest in the Company) and related adjustments shall be made by the end of the Taxable Year of the liquidation (or, if later, within ninety (90) days after the date of such liquidation) or as otherwise permitted by Treasury Regulations Section 1.704-1(b)(2)(ii)(b), including requirements (2) and (3) thereof.

**14.7 Return of Capital.** The Liquidator shall not be personally liable for the return of Capital Contributions or any portion thereof, it being understood that any such return shall be made solely from Company assets.

## **ARTICLE 15 GENERAL PROVISIONS**

**15.1 Addresses and Notices.** Any notice, demand, request or report required or permitted to be given or made to any Person under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class mail, overnight courier, confirmed facsimile, electronic mail, or by other commercially reasonable means of written communication to the Person at his address as shown on the Company's books and records. An affidavit or certificate of mailing executed on behalf of the Company shall be conclusive (but not exclusive) evidence of the date and fact of mailing of any such notice, demand, request or report. Any notice to the Company shall be deemed given if received by the Company at its principal office designated pursuant to Section 2.5

**15.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

**15.3 Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

**15.4 Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

**15.5 Applicable Law.** The limited liability company law of the State of Oregon will govern all issues concerning the relative rights of the Company and its Members. All other questions concerning the construction, validity and interpretation of this Agreement will be governed by the internal law, and not the law of conflicts, of the State of Oregon.

**15.6 Invalidity of Provisions.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

**15.7 Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected. The titles of the Articles and Sections in this Agreement are for convenience only and shall not be considered in construing this Agreement. Pronouns shall be construed to refer to the feminine, neuter, singular and plural as the identity of the individual or entity referred to may require. In interpreting the meaning of this Agreement: (a) "includes" and "including" are not limiting, (b) "or" is not exclusive, (c) each reference to any gender shall include reference to all other genders, as appropriate, and (d) "all" includes "any" and "any" includes "all."

**15.8 Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

**15.9 Integration.** This Agreement and the other agreements executed as of the date hereof constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements and understandings pertaining thereto.

**15.10 Classification of Company for United States Tax Purposes.** It is the intent of the Company and its Members that, for United States income tax purposes, the Company be treated as a partnership for any period during which it has two or more Members, and as a disregarded entity for any period during which it has only one Member, and the terms of this Agreement shall be construed so as to accomplish that goal and the Members will use their best efforts to cause the Company to be so treated.

## **ARTICLE 16**

### **REPRESENTATIONS OF MEMBERS**

Each Member represents and warrants to the Company as follows:

**16.1 Investment.** The Membership Interest issued to the Member is being acquired for investment for the Member's own account, not as a nominee or agent, and not with a view to or for sale in connection with the distribution thereof.

**16.2 Sophistication.** The Member has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the Member's investment in the Membership Interest; the Member has the ability-to bear the economic risks of such investment; the Member has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement; and the Member has had an opportunity to ask questions and to obtain such financial and other information regarding the Company as the Member deems necessary or appropriate in connection with evaluating the merits of the investment in the Membership Interest. Member acknowledges that the Membership Interests have not been and will not be registered under the Securities Act of 1933 or under any state securities act and may not be transferred except in compliance with the Securities Act of 1933 and all applicable state laws.

**16.3 Accredited Investor.** The Member qualifies as an Accredited Investor within the meaning of Regulation D promulgated under the Securities Act of 1933.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned have executed or caused to be executed on its behalf this Agreement as of the date first above written.

**MEMBER:**    **AYPA POWER LLC**,  
a Delaware limited liability company

By:   
Name: Christie Kneteman  
Its:     Secretary

**SCHEDULE I**  
**SUMMIT RIDGE WIND, LLC**  
**THIRD AMENDED AND RESTATED OPERATING AGREEMENT**

**MEMBERS**  
*As of August 3, 2020*

Member	Member's Percentage Interest
Aypa Power LLC 50 Fountain Plaza, Suite 1400, PMB #327 Buffalo, NY 14202	100%



## SCHEDULE II

THE INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) OR ANY STATE SECURITIES LAWS. ACCORDINGLY, SUCH INTERESTS MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH SUCH ACT AND SUCH STATE SECURITIES LAWS, AND THE COMPANY MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO IT THAT NO VIOLATION OF SUCH ACT AND SUCH STATE SECURITIES LAWS WILL RESULT FROM ANY PROPOSED SALE, TRANSFER, OR OTHER DISPOSITION OF SUCH INTERESTS.

THIS CERTIFICATE EVIDENCES AN INTEREST IN THE COMPANY AND SHALL BE A SECURITY FOR THE PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF OREGON.

No. \_\_\_\_\_ Percentage Interest

**SUMMIT RIDGE WIND, LLC**  
**a Limited Liability Company**  
**under the laws of the State of Oregon**

### **Certificate of Interest**

This certifies that [\_\_\_\_\_] is the owner of a Membership Interest in Summit Ridge Wind, LLC (the “Company”), entitled to the Percent shown above, which Membership Interest is subject to the terms of the Third Amended and Restated Operating Agreement of the Company, as the same may be amended, restated, modified or supplemented from time to time in accordance with the terms thereof (the “Operating Agreement”).

This Certificate of Interest may be transferred by the lawful holders hereof only in accordance with the provisions of the Operating Agreement.

IN WITNESS WHEREOF, the said Company has caused this Certificate of Interest to be signed by its duly authorized Member or officer this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SUMMIT RIDGE WIND, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INSTRUMENT OF TRANSFER OF  
MEMBERSHIP INTEREST IN  
SUMMIT RIDGE WIND, LLC**

**FOR VALUE RECEIVED**, the undersigned does hereby sell, assign and transfer unto

\_\_\_\_\_  
(print or type name of assignee)

the Membership interest evidenced by and within the Certificate of Interest herewith, and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer said interest on the books of Summit Ridge Wind, LLC, with full power of substitution in the premises.

Dated as of: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Appendix 1.2**

*[See attached]*

**AYPA POWER LLC**  
**ACTION BY WRITTEN CONSENT**

**July 28, 2023**

The undersigned, being the sole member (the “Member”) of Summit Ridge Wind, LLC, an Oregon limited liability company (the “Company”) hereby takes the following actions and adopts by written consent the resolutions set forth below, pursuant to applicable law and in accordance with the Third Amended and Restated Operating Agreement of the Company, made by the Member and effective as of August 3, 2020 (the “LLC Agreement”). Capitalized terms used in this written consent but not otherwise defined shall have the meanings given to such terms in the LLC Agreement.

**APPOINTMENT OF OFFICERS**

WHEREAS, on May 24, 2022, the Member appointed Swaraj Jammalamadaka and Daniel Santelli as Authorized Signatories of the Company.

WHEREAS, on July 21, 2022, the Member appointed Moe Hajabed, Marc Atlas and Christie Kneteman as Authorized Signatories of the Company.

WHEREAS, in accordance with Section 5.1.3 of the LLC Agreement, the Member has determined that it is advisable and in the best interests of the Company to appoint Samuel Littlefield as an Authorized Signatory of the Company, to serve until such time as such person resigns or is otherwise disqualified from serving as an Authorized Signatory of the Company.

NOW, THEREFORE, BE IT RESOLVED, (i) Samuel Littlefield is hereby appointed or confirmed by the Member to serve as an Authorized Signatory of the Company and (ii) the following table reflects the complete list of Authorized Signatories of the Company as of the date hereof:

<b>Name</b>	<b>Title</b>
Swaraj Jammalamadaka	Authorized Signatory
Daniel Santelli	Authorized Signatory
Moe Hajabed	Authorized Signatory
Marc Atlas	Authorized Signatory
Christie Kneteman	Authorized Signatory
Samuel Littlefield	Authorized Signatory

**GENERAL AUTHORIZATION TO EFFECTUATE RESOLUTIONS**

RESOLVED, that each Authorized Signatory of the Company be, and hereby is, authorized to take all such further actions and to execute and deliver all such further instruments and documents in the name and on behalf of the Company which are necessary and as permitted by the LLC Agreement.

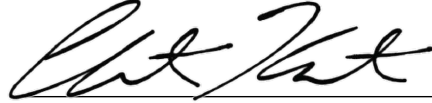
## **RATIFICATION OF PAST ACTIONS**

RESOLVED, that all acts and deeds of any Authorized Signatory of the Company taken prior to the date hereof to carry out the intent and accomplish the purposes of the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the acts and deeds in the name and on behalf of the Company.

*[Signature page follows]*

IN WITNESS WHEREOF, this written consent has been executed by the undersigned as of the date first written above.

**AYPA POWER LLC,**  
a Delaware limited liability company

A handwritten signature in black ink, appearing to read 'Christie Kneteman', written over a horizontal line.

Name: Christie Kneteman  
Title: Executive Vice President, General  
Counsel, and Secretary

January 5, 2024

Oregon Department of Energy  
550 Capitol St.  
NE Salem, OR 97301

**RE: Notice of Intent for Summit Ridge Renewable Energy Project**

To whom it may concern:

Pursuant to the requirements of OAR 345-020-0011(1)(a)(H)(iii), please be advised that I am authorized to submit this Notice of Intent on behalf of Summit Ridge Wind, LLC ("**Summit Ridge**").

I am the Executive Vice President – Development for Aypa Power, and as an Authorized Signatory of Summit Ridge Wind, LLC, I am authorized to negotiate, execute, deliver and perform all agreements, documents and instruments as I may deem necessary or appropriate in connection with the management and operation of Summit Ridge Wind, LLC. A copy of the written consent of Aypa Power LLC, as sole member of Summit Ridge and a copy of the secretary's certification and signature of officer are attached.

Sincerely,



Samuel Littlefield

Executive Vice President – Development

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## **Attachment 2. Tax Lots and Property Owner Information**

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Notice of Intent to Apply for a Site Certificate for the Summit Ridge Renewable Energy Facility  
Property Owner List and Tax Lot Map - Wasco County Assessor Data (Obtained December 27, 2023)

MapTaxlot	Taxpayer/Owner	Address	City	State	ZIP Code
1N 15E 0 4700	KORTGE BROTHERS LLC	1000 VEY WAY #160	THE DALLES	Oregon	97058
1N 16E 0 200	KORTGE BROTHERS LLC	1000 VEY WAY #160	THE DALLES	Oregon	97058
1S 14E 0 1900	BOLTON COLTER L & LACEY J	996 LAUREL LN	OREGON CITY	Oregon	97045
1S 14E 0 200	KELLY KIERAN & RITA LLC	2857 NE HAMBLET ST	PORTLAND	Oregon	97212-1657
1S 14E 0 2000	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 14E 0 2100	D P SCHANNO LLC	812 W 6TH ST	THE DALLES	Oregon	97058
1S 14E 0 2200	SCHANNO DELANEY P JR & DIXIE E TRUST	812 W 6TH ST	THE DALLES	Oregon	97058
1S 14E 0 2300	CLAUSEN CARLETON & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 14E 0 2400	CLAUSEN JOHN F	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 14E 0 2500	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 14E 0 2600	ADKISSON MERRIL M FAMILY TRUST	1000 VEY WAY #150	THE DALLES	Oregon	97058
1S 14E 0 2700	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 14E 0 2900	ADKISSON MERRIL M FAMILY TRUST	1000 VEY WAY #150	THE DALLES	Oregon	97058
1S 14E 0 3000	KAYSER-LIMMEROOTH LLC	13382 E 50TH ST	YUMA	Arizona	85367
1S 14E 0 3200	UNDERHILL MARTIN A & B LA VELLE	PO BOX 266	DUFUR	Oregon	97021
1S 14E 0 3300	STATE HIGHWAY COMMISSION	4040 FAIRVIEW INDUSTRIAL DR SE	SALEM	Oregon	97302-1142
1S 14E 0 3400	UNDERHILL MARTIN A & B LA VELLE	PO BOX 266	DUFUR	Oregon	97021
1S 14E 0 3500	UNDERHILL MARTIN A RLT	PO BOX 266	DUFUR	Oregon	97021
1S 14E 0 3600	BOLTON ANNA S	5670 SW BUCKWHEAT AVE	CORVALLIS	Oregon	97333
1S 14E 0 3800	BOLTON ANNA S	5670 SW BUCKWHEAT AVE	CORVALLIS	Oregon	97333
1S 14E 0 3900	CLAUSEN CARLETON & PAMELA	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 14E 0 4000	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 14E 0 4100	MC MANIGAL JOHN W & MARLENE	63470 CENTER RIDGE RD	DUFUR	Oregon	97021
1S 14E 0 600	D P SCHANNO LLC	812 W 6TH ST	THE DALLES	Oregon	97058
1S 15E 0 100	KORTGE BROTHERS LLC	1000 VEY WAY #160	THE DALLES	Oregon	97058
1S 15E 0 1100	KORTGE RANCHES LLC	2390 3 MILE RD	THE DALLES	Oregon	97058
1S 15E 0 1200	KELLY KIERAN & RITA LLC	2857 NE HAMBLET ST	PORTLAND	Oregon	97212-1657
1S 15E 0 1400	KORTGE K C	1820 LIBERTY WAY	THE DALLES	Oregon	97058
1S 15E 0 1500	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 1600 U01	VAN ORMAN GARY R	6857 ROBERTS MARKET RD	THE DALLES	Oregon	97058
1S 15E 0 1700	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	Oregon	97058
1S 15E 0 1800	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	Oregon	97058
1S 15E 0 1900	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754

Notice of Intent to Apply for a Site Certificate for the Summit Ridge Renewable Energy Facility  
Property Owner List and Tax Lot Map - Wasco County Assessor Data (Obtained December 27, 2023)

MapTaxlot	Taxpayer/Owner	Address	City	State	ZIP Code
1S 15E 0 200	KORTGE RANCHES LLC	2390 3 MILE RD	THE DALLES	Oregon	97058
1S 15E 0 2000	KORTGE RANCHES LLC	2390 3 MILE RD	THE DALLES	Oregon	97058
1S 15E 0 2100	CLAUSEN CARLETON & PAMELA	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 15E 0 2200	CLAUSEN CARLETON & PAMELA	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 15E 0 2300	UNDERHILL MARTIN A & B LA VELLE	PO BOX 266	DUFUR	Oregon	97021
1S 15E 0 2400	KELLY KIERAN & RITA LLC	2857 NE HAMBLET ST	PORTLAND	Oregon	97212-1657
1S 15E 0 2500	KELLY DAWN A RLT	10701 SE EVERGREEN	VANCOUVER	Washington	98664
1S 15E 0 2600	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 2601	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 15E 0 2700	S ASHBROOK LLC	75 HEIMRICH ST	DUFUR	Oregon	97021
1S 15E 0 2800	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 15E 0 2900	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 15E 0 3000	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 3100	CLAUSEN JOHN F & PATRICIA R	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 3200	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 3300	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
1S 15E 0 3400	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
1S 15E 0 3500	HAMMEL ROBERT K & NANCY J	62250 TYGH RIDGE RD	DUFUR	Oregon	97021
1S 15E 0 3600	CLAUSEN JOHN F	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 3700	CLAUSEN JOHN ET AL	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
1S 15E 0 3800	HAMMEL ROBERT K & NANCY J	62250 TYGH RIDGE RD	DUFUR	Oregon	97021
1S 15E 0 3900	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
1S 15E 0 600	JOHNSON JAMES Q	1415 HERMITS WAY	THE DALLES	Oregon	97058
1S 15E 0 900	FULTON GARD & MAXINE LLC	9737 SW LYNWOOD TERRACE	PORTLAND	Oregon	97225
1S 16E 0 1300	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
1S 16E 0 1800	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	Oregon	97058
1S 16E 0 2200	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
1S 16E 0 400	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
1S 16E 0 500	KORTGE BROTHERS LLC	1000 VEY WAY #160	THE DALLES	Oregon	97058
1S 16E 0 600	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	Oregon	97058
2S 14E 0 100	MC MANIGAL JOHN W & MARLENE	63470 CENTER RIDGE RD	DUFUR	Oregon	97021
2S 14E 0 1800	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
2S 15E 0 100	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754

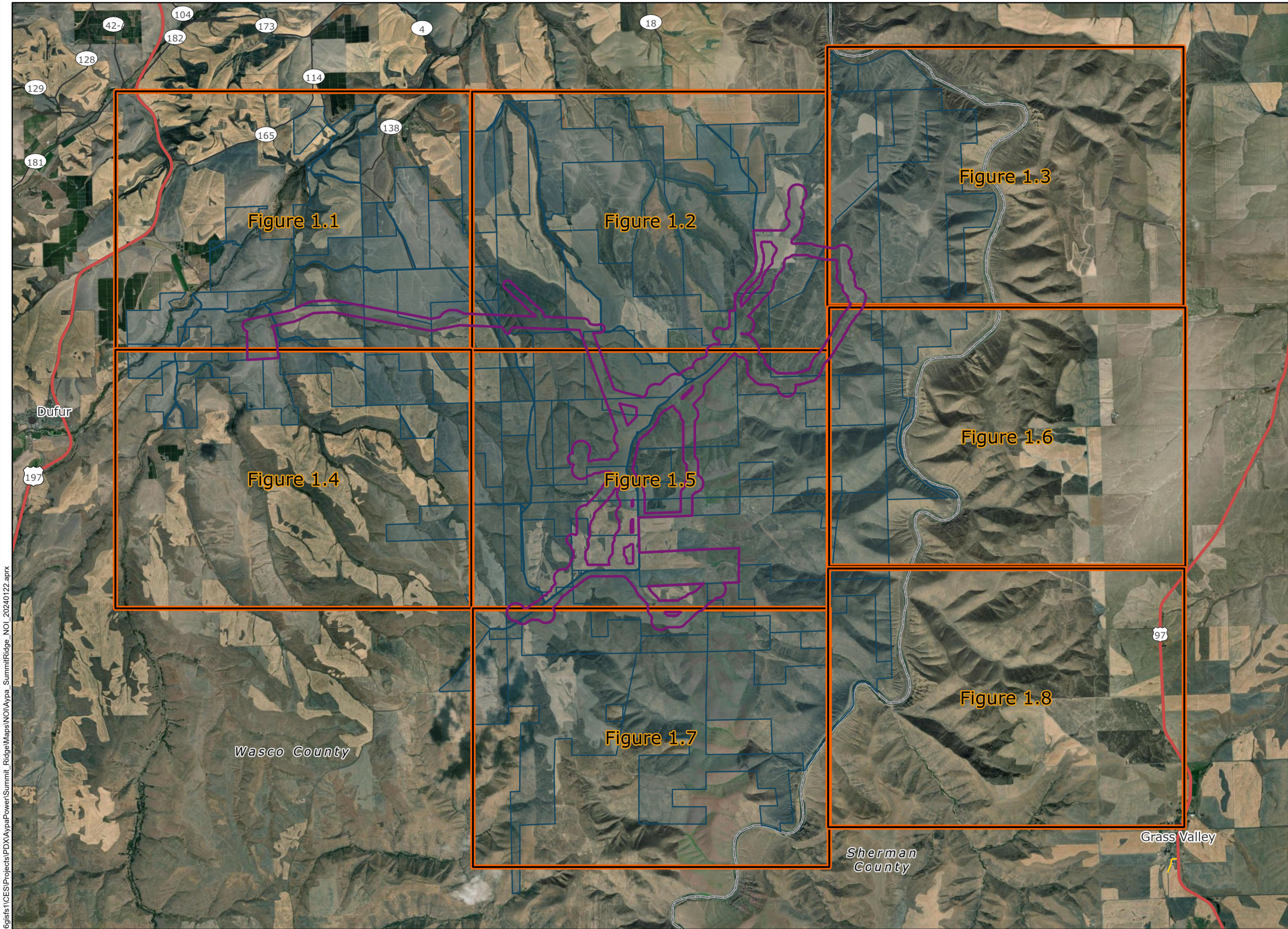
Notice of Intent to Apply for a Site Certificate for the Summit Ridge Renewable Energy Facility  
Property Owner List and Tax Lot Map - Wasco County Assessor Data (Obtained December 27, 2023)

MapTaxlot	Taxpayer/Owner	Address	City	State	ZIP Code
2S 15E 0 1000	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	Washington	99362
2S 15E 0 1100	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	Washington	99362
2S 15E 0 1200	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	Washington	99362
2S 15E 0 1300	HAMMEL ROBERT K & NANCY J	62250 TYGH RIDGE RD	DUFUR	Oregon	97021
2S 15E 0 1400	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	Washington	99362
2S 15E 0 1500	HAMMEL WILLIAM E	7075 FIFTEEN MILE RD	THE DALLES	Oregon	97058
2S 15E 0 1600	STATE OF OREGON	4034 FAIRVIEW INDUSTRIAL DR SE	SALEM	Oregon	97302
2S 15E 0 1700	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
2S 15E 0 1900	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
2S 15E 0 200	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
2S 15E 0 2000	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	Washington	99362
2S 15E 0 2100	UNITED STATES OF AMERICA	3050 NE 3RD ST	PRINEVILLE	Oregon	97754
2S 15E 0 2200	HAMMEL WILLIAM E & BARBARA K	7075 FIFTEEN MILE RD	THE DALLES	Oregon	97058
2S 15E 0 300	R N RANCHES LLC	PO BOX 1370	KENWOOD	California	95452
2S 15E 0 400	HAMMEL ROBERT K & NANCY J	62250 TYGH RIDGE RD	DUFUR	Oregon	97021
2S 15E 0 500	CLAUSEN JOHN F ET AL	83417 DUFUR VALLEY RD	DUFUR	Oregon	97021
2S 15E 0 600	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
2S 15E 0 700	FRANK RONA J	235 W TIETAN ST	WALLA WALLA	Washington	99362
2S 15E 0 800	CLAUSEN CARLETON L & PAMELA R	300 E SCENIC LN	THE DALLES	Oregon	97058
2S 15E 0 900	MC MANIGAL JOHN W & MARLENE	63470 CENTER RIDGE RD	DUFUR	Oregon	97021

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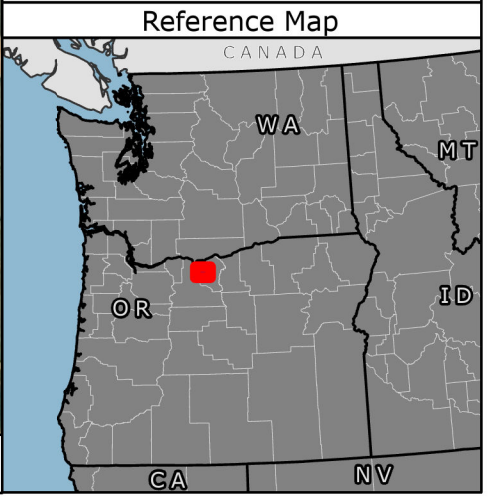
**Summit Ridge  
Renewable Energy  
Facility**

**Attachment 2  
Figure 1  
Tax Lot Boundaries - Index**

**WASCO COUNTY, OR**

- Map Grid
- Proposed Site Boundary
- US Highway
- State Highway
- County Highway
- City/Town
- County Boundary
- Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023








# Summit Ridge Renewable Energy Facility

## Attachment 2 Figure 1.1 Tax Lot Boundaries - Details

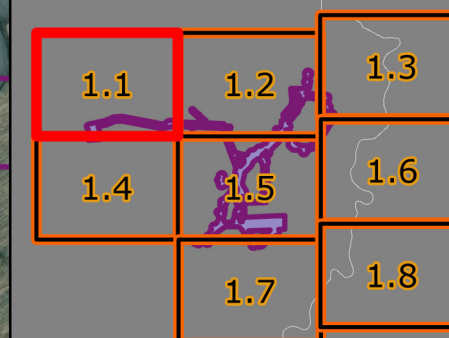
WASCO COUNTY, OR

-  Proposed Site Boundary
-  County Boundary
-  Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023



Reference Map



1:24,000

WGS 1984 UTM Zone 10N

0 0.13 0.25 0.5 0.75 1 Miles




NOT FOR CONSTRUCTION



# Summit Ridge Renewable Energy Facility

## Attachment 2 Figure 1.2 Tax Lot Boundaries - Details

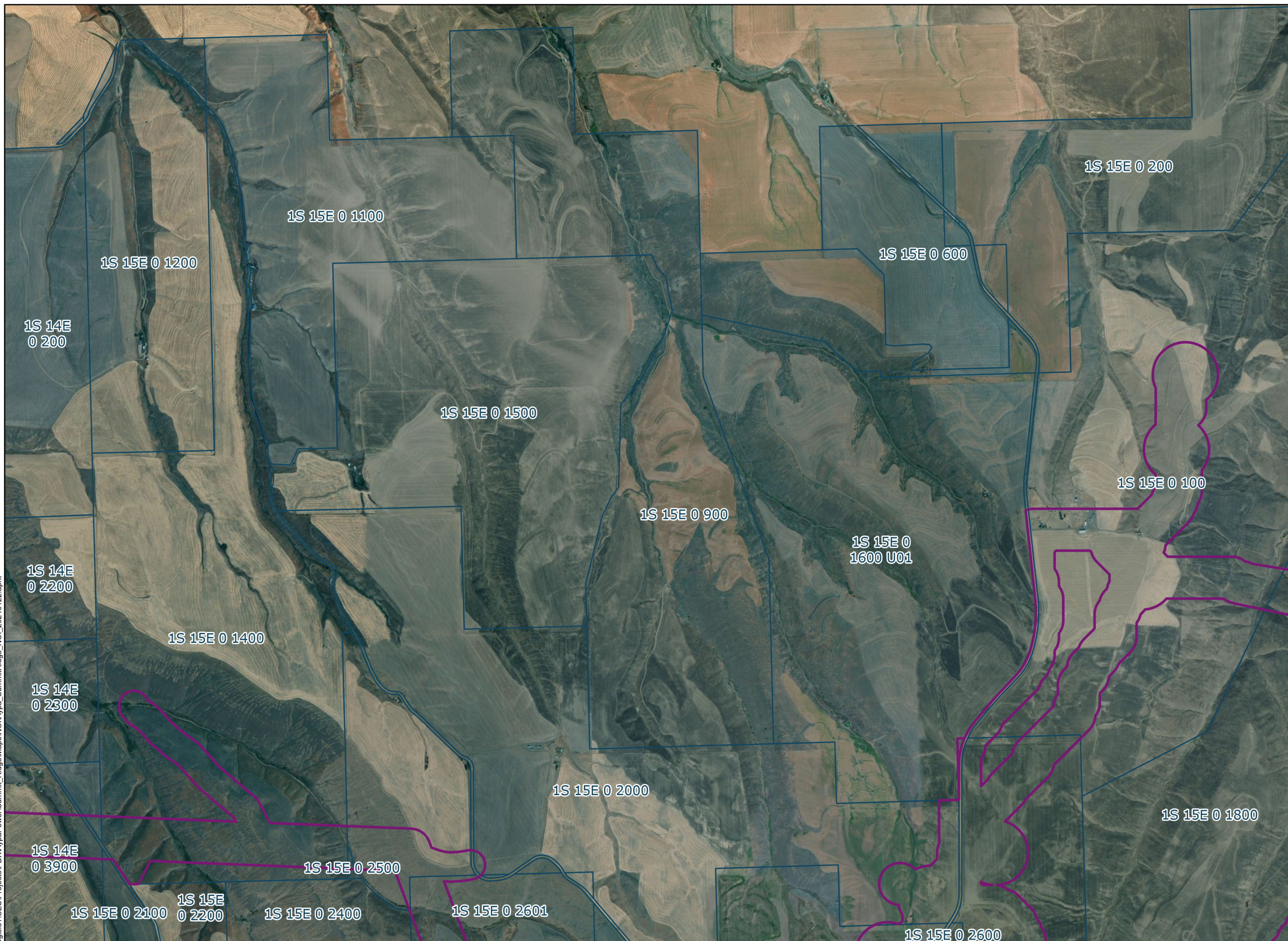
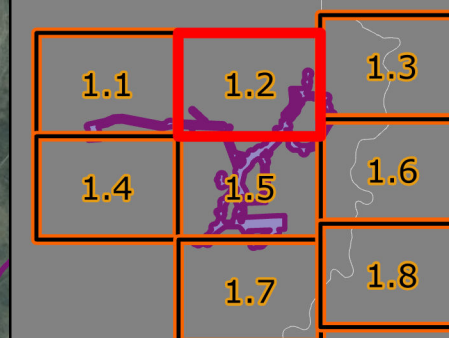
WASCO COUNTY, OR

-  Proposed Site Boundary
-  County Boundary
-  Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023



Reference Map



1:24,000

WGS 1984 UTM Zone 10N

0 0.13 0.25 0.5 0.75 1 Miles

NOT FOR CONSTRUCTION



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**Summit Ridge  
Renewable Energy  
Facility**

**Attachment 2  
Figure 1.3  
Tax Lot Boundaries - Details**

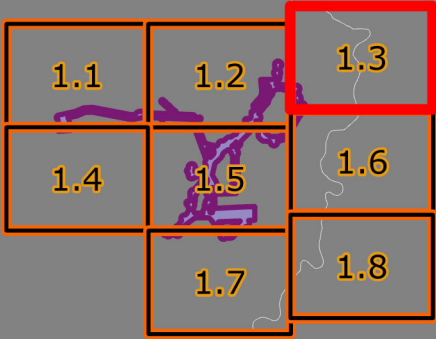
WASCO COUNTY, OR

- Proposed Site Boundary
- County Boundary
- Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023

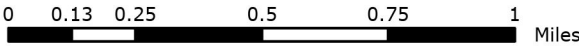


Reference Map



1:24,000

WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION






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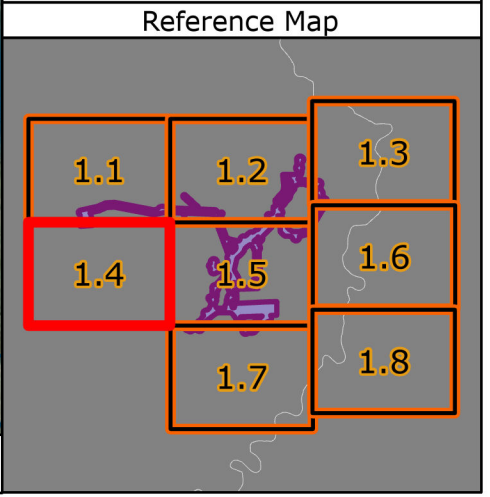
**Summit Ridge  
Renewable Energy  
Facility**

**Attachment 2  
Figure 1.4  
Tax Lot Boundaries - Details**

**WASCO COUNTY, OR**

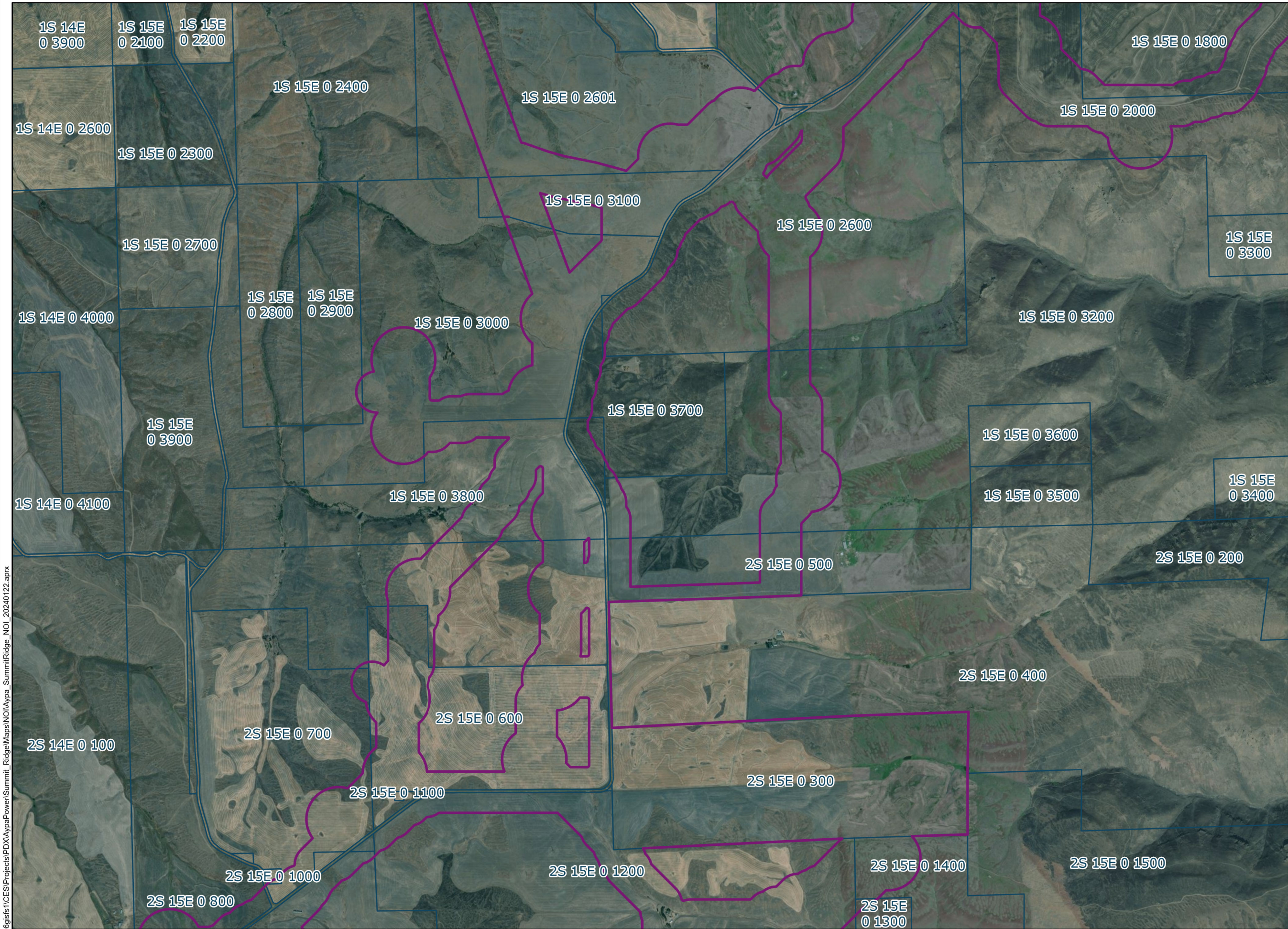
-  Proposed Site Boundary
-  County Boundary
-  Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023





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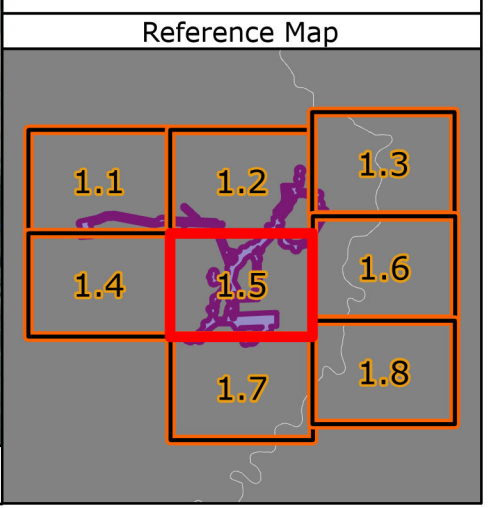
# Summit Ridge Renewable Energy Facility

## Attachment 2 Figure 1.5 Tax Lot Boundaries - Details

WASCO COUNTY, OR

- Proposed Site Boundary
- County Boundary
- Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023





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# Summit Ridge Renewable Energy Facility

## Attachment 2 Figure 1.6 Tax Lot Boundaries - Details

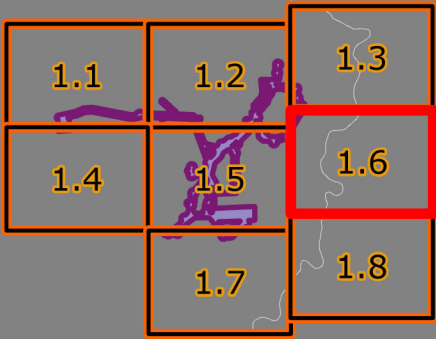
WASCO COUNTY, OR

- Proposed Site Boundary
- County Boundary
- Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023

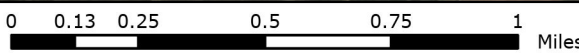


Reference Map



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WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION






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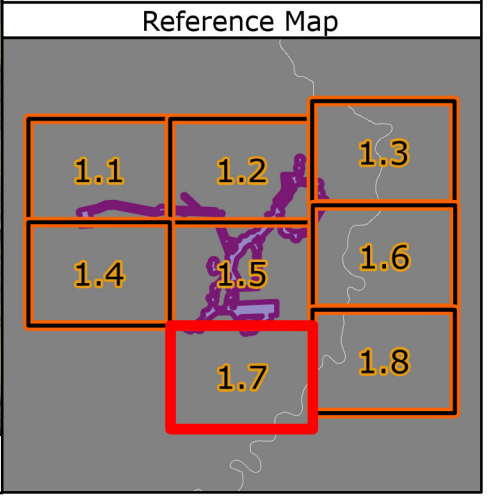
**Summit Ridge  
Renewable Energy  
Facility**

**Attachment 2  
Figure 1.7  
Tax Lot Boundaries - Details**

**WASCO COUNTY, OR**

-  Proposed Site Boundary
-  County Boundary
-  Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023





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# Summit Ridge Renewable Energy Facility

## Attachment 2 Figure 1.8 Tax Lot Boundaries - Details

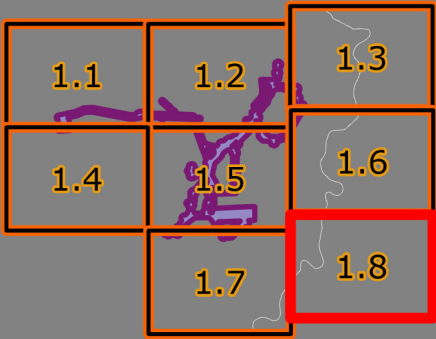
WASCO COUNTY, OR

- City/Town
- ▭ County Boundary
- ▭ Tax Lot Boundary\*

\*Tax lot boundary data  
updated from Wasco County  
on December 22, 2023

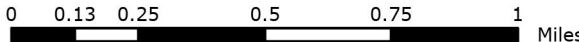


Reference Map



1:24,000

WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION

Grass Valley



## **Attachment 3. Correspondence with Legislative Commission on Indian Services**



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August 18, 2022

Patrick Flanagan  
Executive Director  
Legislative Commission on Indian Services  
Oregon State Capitol, Room 167  
Salem, OR 97301

RE: Summit Ridge Wind Farm

Dear Mr. Flanagan:

The Summit Ridge Wind Farm is a permitted wind energy generating facility in the uplands above the Deschutes River in eastern Wasco County, Oregon. The project was previously approved by the Oregon Energy Facility Siting Council (EFSC) in 2010. The Legislative Commission on Indian Services was contacted about the project in 2009 and responded that four tribes may potentially be interested in the project: the Confederated Tribes of Umatilla, the Confederated Tribes of Warm Springs, the Confederated Tribes of Siletz, and the Confederated Tribes of Grand Ronde.

The location of the approved project is shown on the accompanying map and is in the following Townships (T), Ranges (R), and Sections:

- T1 South, R14 East, Sections 15, 21, 22, 23, and 24
- T1 South, R15 East, Sections 11, 13, 14, 15, 19, 20, 22, 23, 24, 26, 27, 28, 29, 32, and 33
- T2 South, R15 East, Sections 3, 4, 5, 6, 7, 8, 9, and 10.

Aypa Power intends to modify the permit and has asked Willamette Cultural Research Associates to provide cultural resources surveys in conjunction with the EFSC amendment request. I am contacting you on behalf of Aypa Power to identify the appropriate tribal governments in order to notify them of the updated cultural resource surveys and EFSC amendment and request their review of this project from a cultural resources perspective. Could you please let me know which tribal governments to contact for a cultural resources review? If you need additional information about this project, or Willamette CRA's proposed work, please let me know.

Yours truly,

Jon VanDerZee  
Permit and Survey Management Consultant

