

Title 63G General Government

Chapter 4 Administrative Procedures Act

Section 207 Procedures for formal adjudicative proceedings - Intervention

63G-4-207. Procedures for formal adjudicative proceedings -- Intervention.

(1) Any person not a party may file a signed, written petition to intervene in a formal adjudicative proceeding with the agency. The person who wishes to intervene shall mail a copy of the petition to each party. The petition shall include:

- (a) the agency's file number or other reference number;
- (b) the name of the proceeding;
- (c) a statement of facts demonstrating that the petitioner's legal rights or interests are substantially affected by the formal adjudicative proceeding, or that the petitioner qualifies as an intervenor under any provision of law; and
- (d) a statement of the relief that the petitioner seeks from the agency.

(2) The presiding officer shall grant a petition for intervention if the presiding officer determines that:

- (a) the petitioner's legal interests may be substantially affected by the formal adjudicative proceeding; and
- (b) the interests of justice and the orderly and prompt conduct of the adjudicative proceedings will not be materially impaired by allowing the intervention.

(3) (a) Any order granting or denying a petition to intervene shall be in writing and mailed to the petitioner and each party.

(b) An order permitting intervention may impose conditions on the intervenor's participation in the adjudicative proceeding that are necessary for a just, orderly, and prompt conduct of the adjudicative proceeding.

(c) The presiding officer may impose the conditions at any time after the intervention.

Renumbered and Amended by Chapter 382, 2008 General Session

Title 63G General Government
Chapter 4 Administrative Procedures Act
Section 502 Emergency adjudicative proceedings

63G-4-502. Emergency adjudicative proceedings.

(1) An agency may issue an order on an emergency basis without complying with the requirements of this chapter if:

(a) the facts known by the agency or presented to the agency show that an immediate and significant danger to the public health, safety, or welfare exists; and

(b) the threat requires immediate action by the agency.

(2) In issuing its emergency order, the agency shall:

(a) limit its order to require only the action necessary to prevent or avoid the danger to the public health, safety, or welfare;

(b) issue promptly a written order, effective immediately, that includes a brief statement of findings of fact, conclusions of law, and reasons for the agency's utilization of emergency adjudicative proceedings; and

(c) give immediate notice to the persons who are required to comply with the order.

(3) If the emergency order issued under this section will result in the continued infringement or impairment of any legal right or interest of any party, the agency shall commence a formal adjudicative proceeding in accordance with the other provisions of this chapter.

Renumbered and Amended by Chapter 382, 2008 General Session

[<< Previous Section \(63G-4-501\)](#)

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Exhibit A

**SAN JUAN COUNTY CORPORATION
Tax Roll Master Record**

Parcel: 33S23E249000

Entry: 115148

Name: RORING CORINNE NIELSON-TRUSTEE

Property Address:

c/o Name:

Address 1: PO BOX 56

Address 2:

City State Zip: MONTICELLO

UT 84535-0056

Acres: 16.06

Mortgage Co

Status: Active

Year: 2013

District: 002 MONTICELLO CEMETERY D 0.014371

Owners	Interest	Entry	Date of Filing	Comment
RORING CORINNE NIELSON-TRUSTEE		115148	01/30/2012	(0936/0227)
TRUST "B" CREATED 04/03/2004		115148	01/30/2012	(0936/0227)

Property Information	2013 Values & Taxes				2012 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LG01 LAND GREENBELT	16.06	8,030	372	5.13	8,030	500	6.64
Totals:	16.06	8,030	372	5.13	8,030	500	6.64

Greenbelt Information			Acres	Price p/a	Market	Taxable	Status	Changed
G22	Zone 001	SAN JUAN	11.00	500	5,500	286	OK	12/09/2011
G23	Zone 001	SAN JUAN	5.06	500	2,530	86	OK	12/09/2011
Greenbelt Totals			16.06		8,030	372		

**** SPECIAL NOTE ****
Tax Rates for 2013 have NOT been set or approved.
Any levied taxes or values shown on this printout for the year 2013 are subject to change!!

2013 Taxes: 5.13
Special Taxes: 0.00
Penalty: 0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due: 5.13

2012 Taxes 6.64
Review Date
01/01/2009
NO BACK TAXES!

Legal Description

SEC 24 T33S R23E: A TRACT OF LAND IN THE E 1/4 OF THE SE 1/4 OF SEC 24. COMMENCING AT THE PT OF INTERSECTION OF THE E LINE OF STATE ROAD 160 R/W AND THE S LINE OF SEC 24 T33S R23E, SLBM, TH N 100 FT ALONG THE E LINE OF SAID R/W TO THE PT OF BEG, TH N 1320 FT, TH E 660 FT, TH S 1320 FT, TH W 660 FT TO THE POB. (LESS): LAND WITHIN HW/RW. (16.06 AC) 33S23E249000

History

TRUSTEE'S DEED FROM CORINNE NIELSON RORING -TRUSTEE, 1/30/2012, 936/227.

Exhibit B

CONFIDENTIAL PROCEEDINGS INCLUDED

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the
Application of Rocky Mountain
Power for Approval of the
Power Purchase Agreement
between PacifiCorp and Blue
Mountain Power Partners, LLC

Docket No. 13-035-115

In the Matter of the
Application of Rocky Mountain
Power for Approval of the
Power Purchase Agreement
between PacifiCorp and
Latigo Wind Park, LLC

Docket No. 13-035-116

HEARING

TAKEN AT:	Heber M. Wells Building 160 East 300 South, Room 451 Salt Lake City, Utah 84111
DATE:	Thursday, September 19, 2013
TIME:	9:00 a.m. to 5:27 p.m.
REPORTED BY:	Michelle Mallonee, RPR

Exhibit C

MINUTES
SAN JUAN COUNTY
PLANNING AND ZONING COMMISSION
JULY 5, 2012

Attendance: Marcia Hadenfeldt, Joe Hurst, Steven Redd, Jeff Nielson, Trent Schafer, Kristin McKinnon, Carmella Galley, and staff Greg Adams. Presenters for Latigo Wind Park, Christine Mikell Michelle Stevens, and Spencer Martin. 16 others from the public in attendance.

There was no public comment.

The minutes were reviewed and approved with corrections, with a motion from Trent and a second from Joe. Vote was yea from Trent, Joe, Marcia, and Steven, with abstentions from Kristin, Jeff, and Carmella.

A public hearing was opened at 7:10 PM with a motion from Marcia and a second from Joe. The purpose of the hearing was to hear a request and receive comment from the public on a proposed wind farm north of Monticello.

This farm will cover approximately 3600 acres of private leased land. Metrological towers have been placed in the area for several years to measure the wind velocity and availability. It is purposed that Rocky Mountain Power may be willing to purchase 60 MW of power from this farm. The FAA has been notified and has given approval for the turbines to be placed in the area. US Fish and Wildlife service guidelines for birds and wildlife have been reviewed and met. Questions and concerns were addressed about the location and number of turbines. It was agreed that turbine # 10 would be eliminated or relocated . The lights at the substation were a concern and we were informed that lights would only be on when employees were present at the substation. Noise levels were discussed and we were informed that they are minimal.

Construction would possibly begin in summer of 2013 or spring 2014. Impacts on the community would be 20 year life. Estimated tax revenue of 10 million dollars over the 20 years. Turbines have a 25 year life span. There will be 3.4 miles of overhead transmission lines. Construction would be 6-8 months. A reclamation bond would be obtained for reclaiming the area after the life of the project. Construction would bring about 4.3 million dollars to the economy of the area.

The hearing was closed a 8:53 PM with a motion from Trent and a second from Joe. The commission then entertained a motion from Jeff to issue a conditional use permit to Latigo Wind LLC to build a wind farm with a second from Trent. The following conditions were listed for this permit: Tower #10 is to be moved, lighting at night will be shaded or guarded at the substation, and all Federal, State, and Local regulations will be met. The vote to approve this conditional use permit was unanimous in the affirmative.

The Brumley Ridge Subdivision amendment was considered after a discussion and a review of the ordinance it was decided to deny the amendment based on the following section of the ordinance 5b3 located on page 22 which says that no road can bisect any given lot in a subdivision. The motion was made by Trent with a second by Marcia. The vote was yea Marcia, Joe, Trent, Carmilla,, and Kristin, with Steve and Jeff voting nay.

The building permit list was reviewed.

Meeting was adjourned at 9:35 PM

Exhibit D



Conditional Use Permit Application for Latigo Wind Park

June 29, 2012

Wasatch Wind Intermountain (WWI) is pleased to provide this application for a Conditional Use Permit for the Latigo Wind Park wind energy generating facility. The wind energy generating facility is proposed to be located in San Juan County, approximately one mile northwest of the city of Monticello, UT on land in the Monticello Cemetery District zoned A-1, Agriculture. In the County's Zoning Ordinance (Amended September 2011), Wind Turbines are considered a Conditional Use in the Agricultural District, requiring a permit.

- I. **Location of Proposed Latigo Wind Park:** The Latigo Wind Park is proposed to be located entirely on privately-owned lands. The southernmost turbine is proposed to be located in the NE 1/4 of Section 27 T33S R23E. The proposed wind farm stretches north approximately two miles to S15 T33S R23E. The easternmost turbine is proposed to be located in the SE 1/4 of the SW 1/4 of S24 T33S R23E and the westernmost turbine would be approximately 3.25 miles to the west in the SW 1/4 of SW 1/4 of S21 T33S R23E. Refer to the site plan provided in Exhibit A (attached), which depicts the location and design of the proposed project. Note that the wind turbine layout shown in Exhibit A is subject to minor changes as more information is gathered from continuing wind resource analysis, wind turbine availability and pricing, environmental studies, and community feedback.

The wind project will be connected to the electrical grid at the Pinto substation, located on the eastern edge of Monticello and south of Highway 491 in S32 T33S R24E. An overhead transmission line will run eastward from the project substation across Highway 191 for approximately 1.3 miles and then turn south, paralleling an existing 69 kV transmission line for approximately 2.1 miles to the Pinto substation.

- II. **Size, Nature and Timing of Proposed Latigo Wind Park (Please refer to Exhibit A - Site Layout, when reviewing this Section):** The proposed Latigo Wind Park would have an energy generating capacity of approximately 60 MW. At full output, a 60 MW wind farm can provide enough energy to meet the consumption of 18,000 average homes per year. WWI is currently working to sell the power output



of the Latigo Wind Park. We believe the likely power purchaser would be Rocky Mountain Power who serves Utah and Wyoming electricity customers. However, this is still to be determined.

Depending on the type of turbine selected, the Latigo Wind Park will consist of between 20 and 27 turbines. For this permit application we have assumed that the project would have 27 turbines, which would most likely be the maximum number of turbines possible for the Latigo Wind Park and therefore the largest project footprint.

The wind facility would also include a set of underground collector lines that collect the power from each turbine and carry it to a project substation, also located within the project area. These collector lines would follow the path of the turbine access roads, described below. Once at the project substation, the power is transformed from 34.5 kV to 138 kV and routed to an overhead transmission line that would extend eastward from the project substation across Highway 191 and then heads south along the east side and parallel to an existing 69 kV line terminating at Rocky Mountain Power's Pinto substation, south of Highway 491. The transmission line towers would stand approximately 75' - 90' tall and will resemble the existing transmission lines currently found in the area .

The wind facility would also include turbine access roads, which lead to each turbine. These roads would be used first during construction and then during operations of the wind farm for access to turbines for regular maintenance or repairs. Turbine access roads are dirt roads and will be approximately 32 feet wide during construction and reclaimed to 16 feet wide for operations.

An operations and maintenance (O&M) building will be needed for the permanent employees of the wind facility. We have included a potential site for the O&M building within the project area as noted in the attached site plan, although we would also explore the potential of leasing/purchasing office space within the City of Monticello. The wind facility would also include a temporary concrete batch plant and staging/laydown area, as suggested by the attached site layout. Although a portion of the staging/laydown area could be converted to a storage yard for the O&M building, most of this area along with the batch plant would be removed, regraded, and revegetated following completion of project construction, per the standards in our wind leases. The O&M building and the project substation would need to receive power from the grid when the turbines are not operating. This power would come from the local utility, Empire, and would require an overhead distribution



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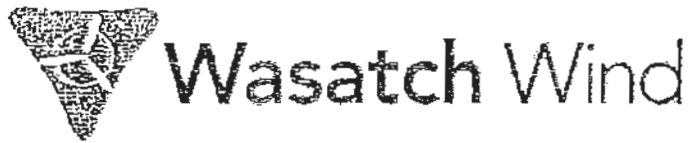
transmission line to those facilities. This second overhead line is not represented on the Site Map enclosed because we are unsure yet which direction the line would come from.

We anticipate that Latigo would be in operation between June and December 2014 and that construction would start prior to the end of 2013.

- III. **Turbine Type and Size:** WWI is currently assessing the feasibility of several turbine sizes and manufacturers. We are reviewing turbines with either a 262.5' (80m) or 328' (100m) hub height and turbine blade diameters of up to 384' (117m). Therefore, the total turbine size could range from approximately 400 to 500 feet tall with the blade at its apex.
- IV. **Land and Road Access:** WWI has negotiated and signed lease agreements with private landowners to house the turbines and related project infrastructure. Currently, WWI has leased approximately 3,616 acres (See note at end of this section) of private land to house the wind facility. As depicted in Exhibit A, the facility would cover a portion but not all of this area. We continue to conduct wind and environmental studies and collect feedback from the community to determine the most suitable locations for the turbines and other infrastructure. Copies of the lease memos and/or pages from leases, demonstrating access to the lands where the wind facility is proposed to be located, are included here in Exhibit B –Wind Lease Agreements.

Note: At the time of submittal of the CUP application, Redd Enterprises representing 1,080 acres, has not signed the lease agreement to allow turbines to be placed on its land. However, WWI expects that this lease agreement will be signed prior to the CUP hearing on July 5.

WWI has also negotiated and signed easement agreements with private landowners to accommodate the transmission line that will connect the project substation to the Pinto substation and the power grid. The easement agreements include annual payments to compensate landowners for the presence of the overhead transmission line. Copies of the transmission line easement agreements can be found in Exhibit C – Wind Transmission Easement Option Agreements. *Note: One of the properties crossed by the potential transmission line is currently in probate (J. Ward Palmer). The family has stated it will sign the easement once out of probate. Additionally, a ¼ of a mile stretch of transmission line is not signed. We anticipate this will be resolved prior to the hearing on July 5.*



Latigo Wind Park will also obtain encroachment permits from the Utah Department of Transportation (UDOT) for crossing Highway 191 and Highway 491 with the overhead transmission line. We also understand that the southern portion of the transmission line will pass through land considered within Monticello City limits and that a building permit from the city must be sought.

The Latigo Wind Park would need to transport turbine infrastructure and supplies to the project area via Highway 191 and an access road into the project area. We propose that County Road 196 serve as the main access road into the project area because it is an existing road that cuts through the middle of our leased lands. We anticipate that some upgrades to the County Road 196 would be needed to allow transport of the wind turbine components. Latigo Wind Park would collaborate with San Juan County on the design for the improvements to County Road 196 to ensure that we comply with County standards and regulations. Latigo Wind Park would also work with UDOT to obtain a permit to make appropriate modifications to the intersection of CR 196 and Highway 191 to accommodate large truck traffic.

- V. **Current Land Use and Compliance with Zoning District:** The Latigo Wind Park is proposed to be located on privately owned land currently zoned Agriculture by San Juan County. According to page 38 of the San Juan County Zoning Ordinance, the purpose of Agricultural Land is:

To promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Currently, the land where the Latigo Wind Park is proposed to be located is greenbelt land primarily used for grazing cattle. The majority of the project area is also part of the Spring Creek/Dodge Cooperative Wildlife Management Unit and is used for big game hunting. Hunting may be restricted during the temporary construction period but our leases do not restrict hunting once the project is operational. No improved structures or residences are located on any of the lands where the wind farm is proposed to be located. The landowners who hold title to these lands do not reside within the project area.



Once constructed, the base of one turbine and its surrounding gravel apron would occupy approximately one acre of land. Agriculture and ranching practices as well as hunting can continue up to the base of this apron. At wind farms across the country, cattle can be observed close to wind turbines and may even use them for shade.

The revenue provided to the private landowner for use of his/her land for wind turbines provides a diversification of income that may be helpful in allowing that landowner to maintain the large tracts of land as open space and greenbelt, thereby avoiding the need to earn revenue through other activities that may not be as compatible with agricultural practices.

- VI. **Economic Impacts:** The Latigo Wind Park project would bring economic benefits to the area during the construction and operation of the wind energy facility. These benefits would be in the form of ongoing property taxes that benefit the County including the San Juan School District among other entities; construction jobs and work for local subcontracting companies during construction; a boost to local businesses during construction; and several permanent, well-paying jobs. Latigo Wind Park is interested in bringing benefits to the local community and will work to use as many local contractors and materials as possible during the construction and operation phases of the facility.

a. Property Tax

The Latigo Wind Park facility would assume the responsibility of paying the property taxes for the wind energy infrastructure where the wind facility would be located. Property taxes are assessed by San Juan County using the “installed cost” method. The assessment approach results in higher property tax payments in the early years, but as the wind facility depreciates in value over time the property taxes decrease as well. Generally, a wind facility is presumed to have a 20-year economic life (the length of a typical Power Purchase Agreement). Using this “installed cost” method and based on San Juan County Tax Rates for 2011, Latigo Wind Park’s estimated property tax payments to San Juan County total more than \$10 million over a 20 year period—including almost \$6 million for San Juan County



schools and over \$2 million for San Juan County's General Operations, as well as other entities and Districts.¹

WWI and San Juan County have been in discussions about other ways to levy the property tax that would make it more consistent over time. If the project is permitted and proceeds, WWI is happy to continue dialogue with the County about this issue to ensure the tax revenue structure is favorable for all parties.

b. Construction Jobs and Boost to Local Economy

Construction of the Latigo Wind Park would entail a combination of tasks requiring a variety of skilled construction workers, including cement/concrete finishers; electricians; welders; turbine assembly technicians; heavy equipment operators; mechanics; truck drivers; iron workers; millwrights; and administrative personnel; among others. A substantial number of general laborers will also be required. The Latigo Wind Park will direct its Engineering, Procurement and Construction (EPC) contractor to hire qualified and cost competitive local subcontractors and laborers whenever possible. Some specialized construction labor will come from outside the area and will utilize the City of Monticello's accommodations, restaurants and other businesses during the construction period, generating an economic boost to the area. WWI, in collaboration with a potential EPC company for the Latigo project, estimates that between 50 to 100 laborers from the local area would be hired during the construction of the wind farm. A total payroll of \$200,000 to \$400,000 per month would be expected to be paid to the group of 50-100 local non-union workers, depending on hours worked per week and the type/ratio of craft labor utilized. To attract local labor, the EPC contractor would host a job fair and advertise available jobs in the local newspaper and to local workforce agencies. An example of the average monthly compensation for construction workers employed on the project is expected to be in the range of \$3,600 per month for general laborers.

¹ *These estimates are derived using assumptions that may or may not be accurate at the time of assessing the taxes, such as the cost of materials, labor and wind turbine components. These tax estimates are based on the best information we have today and represent an educated estimate. These tax estimates therefore are subject to change.*



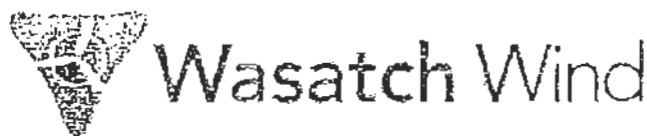
Several types of local contractors would be used during construction of the wind project, including fabrication shops; consumable materials suppliers; automotive repair and maintenance shops; trucking and freight firms; fuel supply and site security; and aggregate suppliers. The estimate for payments to these local subcontractors is \$4.3 million over the duration of construction of the project.

As mentioned above, the erection, installation and commissioning of wind turbines requires specialized skills and contractors that are less common among the local labor force. These workers would likely come from outside the local area and would mobilize into the local area for the duration of their specific task, utilizing Monticello hotels and accommodations, restaurants and businesses. Non-local EPC and subcontractor workers would receive housing, per diem and travel allowances. It is expected that Monticello businesses would see approximately \$48,000 in revenue for lodging, restaurants, and groceries over the duration of the construction period. In addition, money would be spent for construction consumables and general conditions, for example signage, printing, and tools that would equate to an additional approximately \$45,000 over the construction duration.

EPC companies work hard to be members of the communities where and when they construct wind farms, and it's common for these companies to support local charities and food pantries by donating their time and resources during construction. Latigo Wind Park along with the EPC company will be diligent in communicating and coordinating with emergency service agencies during construction, including the local police, fire and EMT services. Community relations and safety incentive spending would contribute another \$25,000 to Monticello and the surrounding area.

c. **Payments to Local Landowners for Leased Land and Transmission Easements**

Local landowners who host the wind turbines and/or transmission line would benefit from the wind farm. Latigo Wind Park would pay turbine and wind facility landowner hosts a royalty based on energy generation and the number of wind turbines on the land. Latigo has also offered annual payments, rather than a one-time payment, to landowners hosting the transmission lines. While annual payments are not typical for transmission easements in any energy generation industry, Latigo Wind Park believes that without the transmission



easements there would be no wind farm and therefore the transmission easement holders should benefit annually like those who host wind turbines. In total, the amount of money that would be paid out to all transmission and wind turbine hosts is expected to be approximately \$217,000 annually at a minimum, and more than \$4.34 million over the 20-year life of the wind farm.

d. Careers during Operations

The Latigo project would require approximately four full time employees to operate and maintain the wind facility. The team most likely would consist of one supervisor and wind technicians. The average annual salary for these positions is \$70,000. Typically employees are offered full benefits including paid vacation, paid holidays, comprehensive medical insurance (including family members), dental insurance, vision care insurance, disability insurance, life insurance, flexible benefit account (medical savings account), disability insurance and a bonus program.

VII. Potential impacts to the health, safety and general welfare of persons working or residing in the area and property or improvements in the vicinity:

As with any new development, whether a new subdivision, energy facility or commercial space, there will be impacts to the local community and there will be residents who view the impacts as positive, those that see them as negative, and those who are completely neutral to the new development. In this application we attempt to address known and potential impacts to the area's residents and to property or improvements in the vicinity. After studying the area and the potential wind facility, WWI believes that the project will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. We believe that the project will not impact any of the existing improvements in the vicinity. However, the project may affect opportunities for future improvements on adjacent lands. For these adjacent properties, WWI is contemplating mitigation measures.

a. Economic Impacts

As stated earlier, development of the Latigo Wind Park would result in positive economic impacts by boosting the local economy during construction; contributing more than \$10



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million in property taxes to San Juan County over 20 years; and by providing revenue to local landowners, helping to allow them to maintain the current use of their land.

b. Visual impacts

Residents, visitors and employees in the area will be able to see the wind farm from various vantage points around the area and the City of Monticello. The wind turbines are tall and sit at an elevation above the City of Monticello. For many residents within the City of Monticello, trees, buildings and other obstructions will block the view of the wind farm from their homes and places of business. For others who live or work on higher ground or who have views of the open area northwest of the City, the wind farm will be visible.

c. Sound

WWI recently hired J.C. Brennan and Associates to visit the proposed project site, measure existing ambient noise levels from several locations in the area, and provide an acoustical analysis of the impacts of sound at various receptors in the vicinity of the project. J.C. Brennan & Associates is a full service acoustical consulting firm with more than 20-years of experience preparing wind turbine noise studies.² The noise was modeled³ using a Siemens 2.3 MW turbine, which begins to spin at wind speeds of approximately 6.7 mph. Sound power level data was provided by the turbine manufacturer and represents the maximum sound output which would occur under wind speeds of 18mph (typical average wind speeds at the Latigo project however are more in the range of 15.5 mph).⁴

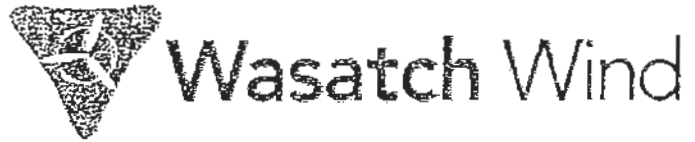
Because neither San Juan County nor Utah has a noise ordinance to follow, the sound expert used published sources⁵ to create a recommendation for noise limits at Latigo Wind Park. See Figure 1 below.

² For more information visit: www.jcbrennanassoc.com/about-us

³ The firm utilized the CadnaA Noise Prediction Model. The Cadna A sound propagation model made by DataKustik GmbH was used to model sound levels from the proposed project. CadnaA uses ISO 9613 for calculating outdoor sound propagation. Inputs to the CadnaA model included ground topography and type, turbine locations, turbine heights, receiver locations, and turbine sound power levels.

⁴ Noise level data for the turbines was based upon the International Standard IEC 61400-11 "Wind turbine generator systems - part 11: Acoustic noise measurement techniques"

⁵ Wind Turbine Health Impact Study: Report of Independent Expert Panel Massachusetts Department of Environmental Protection, January 2012. Online: www.mass.gov/dep/energy/wind/turbine_impact_study.pdf



Recommended Sound Limit from Wind Farm during day/people are awake	Recommended Sound Limit from Wind Farm at residential area during night/sleep	Recommended Sound Limit from Wind Farm at rural area during night/sleep
47 dBA	37 dBA	42 dBA

Figure 1 – J.C. Brennan and Associates recommended sound levels at Latigo

For context, 40 dBA will create a subjective response that falls between quiet and faint and 50 dBA is similar to trees rustling in a light wind, insect noise at night, distant traffic or farm equipment. See Exhibit D - Common Sounds and Associated Sound Pressure Levels.

In order to determine whether sound from a wind farm will impact an area, the area’s ambient noise levels must be examined. In other words – does the area have existing ambient noise that is greater than the wind farm, or is the area very quiet and ambient noise is not noticeable? Rather than set a noise limit for wind energy, some states have based sound limitations on the existing ambient noise level in the area. New York and California, for example, limit noise from a wind farm to a maximum of 5 dBA over ambient⁶ because it’s at 5 dBA that additional noise is typically noticeable. Typically 3 dBA over ambient is not noticeable (J.C. Brennan). To understand whether the Latigo Wind Park would create sound impacts in the area, J.C. Brennan and Associates took ambient sound measurements from five different receptors in the area around Latigo Wind Park during the day and during the night.

After modeling the sound that would be generated by a Siemens 2.3MW turbine at maximum wind speeds expected for the Latigo Wind Park, and reviewing the ambient sound measurements taken from the project area, J.C. Brennan & Associates believes that the proposed wind facility is predicted to generate noise levels in compliance with the recommendations stated above. See Figure 2 below.

⁶ Recommended noise level design goals and limits at residential receptors for wind turbine developments in the United States, David M. Hessler and George F. Hessler Jr. (Received: 7 April 2010; Revised: 21 June 2010; Accepted: 21 June 2010)



Wasatch Wind

	County Road 196 approx. .5 miles from Hwy 191	Adjacent to LDS Temple corner of 4th North and North 200 West	Oak Crest Drive	Discovery Center (assumed to be similar to County Rd 196 receptor)	Monticello City Building	N. Creek/County Road 101 several miles east of City of Monticello
Day time Ambient	40 dBA (at 4.8mph wind)	45 dBA (at 6mph wind speed)	47 dBA (9.4mph wind)	40 dBA (at 4.8mph wind)	50 dBA (at 3.4 mph wind)	36 dBA (at 2.2 mph wind)
Night time Ambient	37 dBA (at 3.4 mph)	39 dBA (at 5.6 mph wind speed)	38 dBA (3.4mph)	37 dBA (at 3.4 mph)	48 dBA (at 4.5 mph wind)	28 dBA (at 4.5 mph wind)
Predicted Noise Level from Wind Farm at max wind speeds	39 dBA (at 18mph max wind speed)	35 dBA (at 18mph max wind speed)	35 dBA (at 18mph max wind speed)	46 dBA (at 18mph max wind speed)	Outside sound range	34.7 dBA
Predicted Impacts	Turbines would most likely not run the day we measured, at 4.8 or 3.4 mph wind speeds. At 18mph wind, ambient expected around 42 dBA during day and 39 dBA at night— therefore within recommended Best Practices and unlikely to result in substantial annoyance	Less than ambient – unlikely to result in substantial annoyance	Less than ambient – unlikely to result in substantial annoyance	Turbines would most likely not run the day we measured, at 4.8 or 3.4 mph wind speeds. At 18mph wind, ambient expected around 42 dBA during day and 39 dBA at night. Since the school will not have sleeping quarters. J. C. Brennan recommends that noise levels from wind turbines do not exceed 47 dBA. Additionally, the wind project is predicted to be approx 4 dBA more than ambient during day. Therefore within recommended Best Practices and unlikely to result in substantial annoyance	Unlikely to result in substantial annoyance	At max wind speeds we can expect a higher daytime and nighttime ambient than what was measured – more in the range of 38 and 30 dBA for day and night, respectively. The predicted noise level is within J.C. Brennan’s recommended Best Practices level of 42 dBA and is expected to be less than 5 dBA’s over ambient at max wind speeds which is unlikely to result in substantial annoyance

Figure 2 – This chart shows ambient measurements at several receptors in the area around the Latigo Wind Park and compares them to the predicted noise levels from the wind farm. Note however, that the ambient readings and the predicted noise levels are not apple-to-apple comparisons. The predicted noise levels are provided at maximum anticipated wind speeds at Latigo of 18mph. Therefore the predicted noise levels from the wind farm are worst-case-scenario noise levels. The ambient noise readings however were taken during times of very low wind speeds, and in some cases the turbines would not even be operating during these wind speeds. Ambient noise levels can be expected to be 1-2 dBA higher as the wind blows harder. These factors must be taken into consideration when reading Figure 2.

The conclusion from Figure 2 is that at all but two receptors (Discovery Center and County Road 1010), the wind farm noise will most likely be less than ambient noise levels and within the



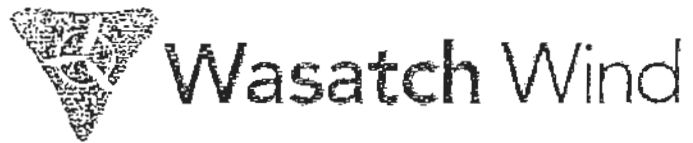
recommended noise levels predicted by J.C. Brennan and Associates. Because the Discovery Center does not have sleeping quarters, the noise level generated by the wind farm would be within the recommended limit by J.C. Brennan. However, according to the analysis, the wind farm is predicted to generate noise at the Discovery Center and County Road 101 approximately 4 dBA above ambient noise levels. This is less than 5 dBA over ambient sound, which as stated above, is generally what is needed for the sound to be noticeable. Therefore, the project is unlikely to result in substantial annoyance at the Discovery Center and along County Road 101. WWI is currently working to move the turbine closest to the Discovery Center to further eliminate any risk of sound impacts there.

The J.C. Brennan & Associates acoustical analysis and corresponding maps are available upon request and will be available at the permit hearing on July 5, 2012.

d. Flicker or Shadow

WWI hired DNV Kema⁷ to analyze the potential for shadow effects known as “flicker” to occur at the Latigo project area. Shadow flicker caused by wind turbines is defined as alternating changes in light intensity due to the moving blade shadows cast on the ground and objects (referred to as receptors), including windows at residences. Shadow flicker typically occurs when a receptor is in a position where the wind turbine blades interfere with low-angle sunlight (i.e., the turbine blades pass through the path between the sun and the receptor). The shadows cast by wind turbines will vary with several factors including season, time of day, surrounding terrain and obstacles, cloud cover, distance from the turbine(s), turbine size, and wind speed and direction. Shadow flicker associated with wind turbines can cause disturbances to residents if the orientation of the home and the turbine are such that the residence experiences significant periods of shadow flicker. While annoyance from these shadows is very subjective, the few shadow flicker regulations that exist across the country reference maximum 30 minutes per day, 30 hours per year.

⁷ DNV KEMA Energy & Sustainability is a global, leading authority in business and technical consultancy, testing, inspections & certification, risk management, and verification, along the energy value-chain. For more information visit: <http://www.kema.com>



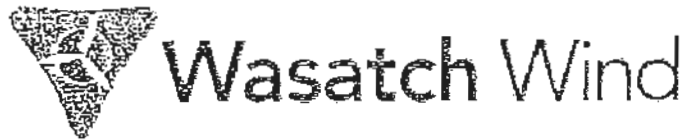
DNV Kema modeled potential flicker caused by the Latigo Wind Park at ten receptors using worst case scenario assumptions that windows of homes in the area would be facing the wind turbines and no obstructions including trees exist).

Results showed residential areas within the City of Monticello would not be affected by flicker. Three residential receptors located close to Highway 191 that were evaluated could possibly be affected (depending on whether window faced the turbines and depending on interference of trees or other obstructions) approximately 20 hours per year with a realistic average of nine to eleven minutes per day. The flicker could occur in approximately six or seven months per year.

One receptor, the Discovery Center, would experience the greatest potential impact from flicker. Realistically, at the Discovery Center, flicker could occur approximately 90 hours per year with an average of 26 minutes per day. Although most people at the Discovery Center will be visitors and for them the flicker would not be a repetitive occurrence and therefore is less likely to cause annoyance, WWI recognizes that this flicker could impact employees of the Discovery Center and would not be harmonious with the planned use of the Discovery Center. Therefore, WWI is looking to move the turbine located furthest east in the site plan to another location. According to DNV Kema, moving this turbine would be a significant improvement on the potential for flicker at the Discovery Center.

e. Construction Traffic

WWI has not yet determined the route that the turbine transport vehicles would take to access the wind project. However, any use of state highways and transportation routes would be coordinated with UDOT as necessary. In addition, turbine transport and construction traffic is expected to access the project using existing County Road 196 and any improvements or use of that road would be coordinated with San Juan County in accordance with a County road permit. The selected EPC company in coordination with the turbine manufacturer would be responsible for traffic control in the area during construction and transport of the turbine components. These companies are highly trained in safety practices for wind turbine transport and in managing traffic in small towns and



rural areas. Further communication about traffic and traffic control will be conducted once a turbine manufacturer is selected and the origin of the turbine components is known.

f. Decommissioning and Reclamation

Latigo Wind Park anticipates entering into a 20-year agreement with a power purchaser for the power output from the wind facility. It is anticipated that once the 20-year power contract has expired, Latigo Wind Park would renew the power contract. The Latigo Wind Park is legally bound by its wind leases to provide a removal or decommissioning bond for the wind farm on or before the 20th anniversary of the Commercial Operation Date. This bond will cover the estimated removal costs associated with the Wind Turbines and other above-ground improvements to a depth of three feet below grade and to restore the surface of the Property to the approximate original condition that existed before any Wind Turbines or other above-ground improvements were installed on the Property, all at Latigo Wind Park's cost and expense. The security shall be reasonably acceptable to the landowner.

g. Impacts upon potential uses of adjacent lands

WWI understands that there may be land adjacent to the wind farm upon which current landowners intend to build cabin sites with views of the mountains, may be obstructed by the potential wind farm. We understand that the proposed project therefore conflicts with the intended future use of these adjacent properties. WWI has been working to contact these adjacent landowners to address their concerns and look for possible solutions.

h. Temporary Disruption to Hunting in project area during construction

The majority of the project area is also part of the Spring Creek/Dodge Cooperative Wildlife Management Unit and is used for big game hunting. Hunting may be restricted during the temporary construction period but hunting can resume if permitted by the private landowner, once construction is completed. In other words, our leases allow the landowner to choose to allow hunting if he/she chooses to do so – Latigo Wind Park does not restrict hunting access. Additionally, hunting occurs at many wind farms around the country.



VIII. Environmental Impacts

The proposed wind energy facility is located entirely on private land and Latigo Wind Park, LLC (LWP) does not anticipate that development of the site will result in a federal nexus that would require compliance with the National Environmental Policy Act or the National Historic Preservation Act. Similarly, it is expected that development of the site will not result in impacts to wetlands or other waters of the United States that would exceed the pre-construction notification threshold of Nationwide Permit 12 under Section 404 of the Clean Water Act.

Nevertheless, LWP has contracted with four different environmental consulting firms to conduct various analyses related to assessing the environmental impacts of developing this project. These analyses have included a desktop environmental analysis and a variety of vegetation and wildlife surveys at the site. The desktop analysis was completed in May 2012. The field survey efforts will continue through the spring of 2013. The following vegetation and wildlife surveys have been undertaken to date:

- A habitat characterization was conducted in spring 2011
- Two avian point-count and raptor-monitoring surveys were conducted in spring of 2011. These surveys were resumed in May 2012 and are being conducted on a bi-weekly basis during spring and fall migration and on a monthly basis during summer and winter
- Two mobile acoustic monitoring units (AnaBat units) designed to assess the level of bat activity on the site were deployed in spring 2011. Met tower based AnaBat units were deployed in June 2012. These units are recording bat echolocation calls on the site and these data will be used to generate indices of activity and assess the number of bat species currently present on the site.
- An aerial raptor nest survey was conducted via helicopter on May 7 and 8, 2012.

Results of habitat characterization indicate that roughly 34 percent of the project area is comprised of sagebrush shrubland and sagebrush steppe habitats, 30 percent is Rocky Mountain Gambel Oak – Mixed Montane shrubland, 23 percent is former cropland that has been converted to Conservation Reserve Program (CRP) land, and 13 percent is pinyon-juniper woodland. The majority of turbines and related project impacts would occur in sagebrush communities.



Avian surveys completed to date have not identified any federally listed threatened or endangered or any candidates for federal listing on the project site. While there is potential for the Gunnison Sage-Grouse (a federal candidate species) to occur on the site, Latigo Wind Park is outside the area mapped as "occupied habitat" by the Utah Division of Wildlife Resources.

To date, there have only been two observations of Golden Eagles recorded during systematic raptor surveys on the site. Given that the May 2012 helicopter survey found the nearest active Golden Eagle nests to be six miles south and eight miles north from the project area, Golden Eagle use of the site is expected to be relatively low and potential project-related impacts to this species minimal. This conclusion is generally supported by the USFWS who stated in a letter dated May 31, 2012, "Golden eagle activity within the project footprint is low" but may increase outside of the project boundary.

AnaBat data from the site has not yet been analyzed. A list of bat species recorded on the site and an assessment of bat activity in relation to habitat, wind speed and direction, temperature, and height above ground will be completed prior to project construction.

Exhibit E



Supplemental Statement in Support of the Conditional Use Permit Application for the Latigo Wind Park

September 28, 2012

Latigo Wind Park, LLC, is pleased to provide this supplemental statement (the "Supplement") in support of the Latigo Wind Conditional Use Permit (CUP) application for the proposed Latigo Wind Park wind energy generating facility. Since the hearing on July 5, 2012, Latigo Wind Park, LLC (WW) has performed additional analyses and studies in support of our CUP application, which are described in more detail below. Specifically, in this Supplement, WW has:

- Further defined industry guidelines and best practices for evaluated impacts, including clarifying the standards for turbine setbacks, sound, and shadow flicker;
- Further assessed potential effects of wind tower placement on certain properties and relocated several turbines in order to minimize the potential impacts on adjacent properties and residents;
- Evaluated property values within the vicinity, developed specific mitigation strategies, and submitted offers for options to purchase to owners of inholding parcels;
- added land to the north of the project to add flexibility to the layout for micrositing.

This Supplement incorporates much of the material originally included in our original application dated June 28 2012 (the "Original Application"), and also addresses our proposed changes to the project and the additional studies and analyses that we have undertaken since July. **Therefore, this Supplement and its exhibits represent a full and current submission, and together with additional information to be presented on October 4, 2012, provide the basis for the approval of the CUP for the Latigo Wind Park.**



As stated in our Original Application, Wasatch Wind¹ is proposing to develop and construct the Latigo Wind Park wind energy generating facility within San Juan County, approximately one mile northwest of the city of Monticello, Utah. The land on which the project is proposed is located within the Monticello Cemetery District and is zoned A-1, Agriculture. Wind Turbines are a Conditional Use within an Agricultural District under the San Juan County Zoning Ordinance (amended September 2011). Also as stated in the Original Application, the wind turbine layout is subject to future minor changes and micrositing as more information is gathered from ongoing wind resource analysis, wind turbine availability and pricing, environmental studies, and community feedback. However, the impacts currently being assessed as part of this supplemental statement are the worst-case impacts. Any micrositing changes, if made, will improve impacts.

PROJECT OVERVIEW

- I. **Location of Proposed Latigo Wind Park:** As stated in the Original Application, the Latigo Wind Park is proposed to be located entirely on privately-owned lands. Since our submitting the Original Application, we have revised the site plan and layout of the wind turbines (please see Replacement Exhibit A). The revised site plan incorporates the relocation of Turbine 10, which was a condition of approval at the July 5 hearing. Since the July hearing, we have made additional shifts to locations of the southern, northern, western and eastern-most turbines. The updated locations of the outermost turbines of the proposed wind farm are as follows: The southernmost turbine is proposed to be located in the SW1/4 of the NE 1/4 of Section 27 T33S R23E. The proposed wind farm stretches north approximately 2.1 miles to NE1/4 of the NW1/4 of S15 T33S R23E. The easternmost turbine is now proposed to be located at the western edge of the SW1/4 of the SW1/4 of S24 T33S R23E and the westernmost turbine would be less than three miles to the west in the SW 1/4 of SW 1/4 of S21 T33S R23E. Latigo Wind Park commits to not moving any turbines further east or further south than the furthest east turbine (#9) and southern (toward the City of Monticello) turbine locations shown in the revised site plan. We reserve the right to microsite turbine locations within the leased area up to the most eastern and southern turbine locations as

¹ Please see Exhibit E, Company Overview, for information about Wasatch Wind, the company developing the proposed Latigo Wind Park.



well as north and west, so long as any such relocation does not result in impacts that exceed the guidelines or setbacks that we have defined in this supplemental statement.

Latigo Wind Park was also able to shift a few turbines to the north of the nine unleased agricultural parcels located within the project area (“non-participating inholding parcels”) in order to minimize potential impacts and address certain concerns of those property owners.

Additionally, as mentioned earlier in this Supplement, WW has worked with three additional landowners to the north of the current turbine layout and two of the three have signed agreements indicating their intentions to lease land to the Latigo Wind Park (see Land and Road Access Section IV). A third landowner is evaluating the opportunity to lease land. At this time, we have not provided for the location of any turbines on these lands; however, in order to provide flexibility during future micro-siting of turbines, we have included these parcels as part of Latigo Wind Park as potential future turbine sites, subject to the standards we have proposed in this supplemental statement.

The wind project will be connected to the electrical grid at the Pinto substation, located on the eastern edge of Monticello and south of Highway 491 in S32 T33S R24E. An overhead transmission line will run eastward from the project substation across Highway 191 for approximately 1.3 miles and then turn south, paralleling an existing 69 kV transmission line for approximately 2.1 miles to the Pinto substation.

- II. **Size, Nature and Timing of Proposed Latigo Wind Park** (Please refer to Replacement Exhibit A – **Revised Site Layout**): The proposed Latigo Wind Park will have an energy generating capacity of approximately 60 MW. At full output, a 60 MW wind farm can provide enough energy to meet the consumption of 18,000 average homes per year. WW is currently working to sell the power output of the Latigo Wind Park.

Depending on the turbine model, the Latigo Wind Park will consist of between 20 and 27 turbines. As in the Original Application, we have assumed that the project will have 27 turbines, which would be the maximum number of turbines possible for the Latigo Wind Park and therefore the largest potential project footprint.



The wind facility would also include a set of underground collector lines that collect the power from each turbine and carry it to a project substation, also located within the project area. These collector lines would follow the path of the turbine access roads, described below. Once at the project substation, the power is transformed from 34.5 kV to 138 kV and routed to an overhead transmission line that would extend eastward from the project substation across Highway 191 and then heads south along the east side and parallel to an existing 69 kV line terminating at Rocky Mountain Power's Pinto substation, south of Highway 491. The transmission line towers would stand approximately 75' - 90' tall and will resemble the existing transmission lines currently found in the area.

The wind facility would also include turbine access roads leading to each turbine. These roads would be used first during construction and then during operations of the wind farm for access to turbines for regular maintenance or repairs. Turbine access roads are dirt roads across private property under lease, and will be approximately 32 feet wide during construction and reclaimed to 16 feet wide for operations.

An operations and maintenance (O&M) building may be constructed for the permanent employees of the wind facility. We have included a potential site for the O&M building within the project area as noted in the attached Revised Site Plan, although alternatively we would also explore the potential of leasing/purchasing office space within the City of Monticello. The wind facility will also include a temporary concrete batch plant and staging/laydown area, as suggested by the Revised Site Plan. Although a portion of the staging/laydown area could be converted to a storage yard for the O&M building, most of this area along with the batch plant will be removed, regraded, and revegetated following completion of project construction, per the standards in our wind leases. The O&M building and the project substation will need to receive power from the grid when the turbines are not operating. This power will come from the local utility, Empire Electric, and would require an overhead distribution transmission line to those facilities. This second overhead line is not represented on the Revised Site Plan enclosed because we are unsure yet which direction the line would come from.

As stated in our Original Application, we anticipate that Latigo would be in operation between June and December 2014 and that construction would start prior to the end of 2013.



- III. **Turbine Type and Size:** WW is currently assessing the feasibility of several turbine sizes and manufacturers. We are reviewing turbines with either a 262.5' (80m) or 328' (100m) hub height and turbine blade diameters of up to 384' (117m). Therefore, the total turbine size could range from approximately 400 to 500 feet tall with the blade at its apex.
- IV. **Land and Road Access:** WW has negotiated and signed lease agreements with private landowners to house the turbines and related project infrastructure. Currently, WW has leased approximately 3,616 acres of private land, has signed agreements indicating intentions to lease from approximately 100 acres (parcels 88 and 42 in Replacement Exhibit A), and is in discussions with another 50 acres about a potential lease (parcel 87 in Replacement Exhibit A). As depicted in Replacement Exhibit A, the facility would cover a portion but not all of this area. We continue to conduct wind and environmental studies and collect feedback from the community to determine the most suitable locations for the turbines and other project infrastructure. Copies of the lease memos and/or pages from leases, as well as the two signed agreements expressing intentions to lease, demonstrate access to the lands where the wind facility is proposed to be located and are included here in Replacement Exhibit B –Updated Wind Lease Agreements.

WW has also negotiated and signed easement agreements with private landowners to accommodate the transmission line that will connect the project substation to the Pinto substation and the power grid. The easement agreements include annual payments to compensate landowners for the presence of the overhead transmission line. Copies of the transmission line easement agreements can be found in Replacement Exhibit C – Updated Wind Transmission Easement Option Agreements. Note: There are two properties that will be crossed by the potential transmission line not currently under lease. Both property owners have signed Statements of Agreement, which are attached in Replacement Exhibit C, together with a copy of the form of transmission easement agreement that we have negotiated with these landowners.

Latigo Wind Park will also obtain encroachment permits from the Utah Department of Transportation (UDOT) for crossing Highway 191 and Highway 491 with the overhead transmission line. We also understand that the southern portion of the transmission line will pass through land considered within Monticello City limits and that a building permit from the city must be sought.



The Latigo Wind Park would need to transport turbine infrastructure and supplies to the project area via Highway 191 and an access road into the project area. We propose that County Road 196 serve as the main access road into the project area because it is an existing road that cuts through the middle of our leased lands. We anticipate that some upgrades to the County Road 196 would be needed to allow transport of the wind turbine components. Latigo Wind Park would collaborate with San Juan County on the design for the improvements to County Road 196 to ensure that we comply with County standards and regulations. Latigo Wind Park would also work with UDOT to obtain a permit to make appropriate modifications to the intersection of CR 196 and Highway 191 to accommodate large truck traffic.

Land Use Analysis

V-A **Compliance with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located.** San Juan County has made the zoning policy decision that power generation, renewable energy (including solar and wind farms), anemometers and wind turbines are acceptable uses in the A-1 agricultural zone subject to meeting conditional use standards. These conditional use standards allow for the assessment by the Planning Commission of the characteristics and potential impacts of a project and the approval of conditions that may be appropriate to mitigate potential detrimental impacts to an appropriate degree. The materials provided in this Supplement and any additional material presented to the Planning Commission will provide the evidence to establish the conclusions necessary under the Code to approve the proposed wind park and related facilities subject to the standards and conditions set forth in this Supplement.

Under this structure of the Code, the conditional uses related to wind energy generation may be considered and rendered compatible with other uses permitted with the A-1 agricultural zone, including a wide range of agricultural uses, dwellings, cabins, and farm or ranch housing. Interestingly, uses much more intrusive than wind power generation are also allowed by the Code to exist next to agricultural uses without special consideration or conditional approval, including mines, quarries, rock crushers, concrete batch plants, asphalt plants and oil or steam wells. As indicated in the following paragraphs and sections, wind parks are consistent with the intent, spirit, regulations, and conditions of the A-1 Agricultural zone.



The Latigo Wind Park is proposed to be located on privately-owned land zoned Agriculture by San Juan County. According to page 38 of the San Juan County Zoning Ordinance, the purpose of Agricultural Land is:

To promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Once constructed, the base of one turbine and its surrounding gravel apron would occupy approximately one acre of land. Agriculture and ranching practices can continue up to the base of this apron. The revenue provided to the hosting private landowner for use of his/her land for wind turbines provides a diversification of income that may be helpful in allowing that landowner to maintain the large tracts of land as agricultural open space and greenbelt, thereby avoiding the need to earn revenue through other activities that may not be as compatible with agricultural practices, including other intensive uses such as gravel extraction that are permitted in the A-1 zone. The Latigo Wind Park therefore can serve to preserve conditions favorable to agriculture and is therefore in compliance with the intent, spirit, regulations and conditions specified in this Ordinance for the agricultural zoning district.

V-B **Latigo Wind Park will be harmonious with the neighboring uses in the zoning district:** Since Wind Farms are Conditional Uses within A-1 Agricultural Districts, the San Juan County Council has made the legislative determination that wind farms are presumed to be compatible with other uses within agricultural districts, such as ranching, cattle grazing, and farming, subject to the Planning Commission's additional review to ensure that the location and design of any proposed Wind Farms is appropriate. Latigo Wind can demonstrate that its proposed use will be harmonious with neighboring uses in the A-1 District, as discussed below.

Agricultural Uses. Much of the land in and around the proposed Latigo Wind Park is greenbelt land primarily used for agriculture and cattle grazing. As discussed above, agricultural uses can readily coexist next to wind parks and even within project footprints. For example, cattle grazing can

continue upon our leased lands up to the base of each turbine apron within incident. Therefore, the Latigo Wind Park will be harmonious with neighboring agricultural uses.

Hunting/Recreational Uses. The majority of the project area and lands surrounding the project area are part of the Spring Creek/Dodge Cooperative Wildlife Management Unit and are used for big game hunting. Hunting may be restricted temporarily during the construction period, but hunting can resume if permitted by the private landowner once construction is completed. Our leases specifically allow landowner to continue hunting activities – Latigo Wind Park does not restrict hunting access. Additionally, hunting occurs at many wind farms around the country without incident and can provide preservation of open spaces and range for hunted animals. Therefore, the wind farm will be harmonious with hunting within and upon both project lands and adjacent lands. Additionally, we do not anticipate recreational uses such as hiking, camping, all-terrain vehicle use and related activities will be affected by the proposed Latigo Wind Park.

Limited Residential and Commercial Uses. For the small number of residences and commercial uses currently located to the east and south of the project, we have evaluated potential impacts and have made modifications to the project layout by relocating turbines in order to reduce potential impacts and make our project harmonious with adjacent residential and business uses. We will continue to assess impacts as we further refine turbine locations during the micrositing process (see also Section VII-A below) to further ensure that the project is harmonious with these uses. Further exploration of potential impacts to property is discussed in Section VII. The impacts and mitigation of impacts on the inholding parcels specifically will be discussed in VII-B. The mitigation steps that we propose to undertake are sufficient to render the project harmonious with those parcels that could potentially be impacted.

ANALYSIS OF POTENTIAL PROJECT BENEFITS

- VI. **Economic Benefits:** As stated in our Original Application, the Latigo Wind Park project is expected bring economic benefits to the area during the construction and operation of the wind energy facility. These benefits will be in the form of ongoing property taxes that benefit all residents of San



Juan County and the San Juan School District; construction jobs and work for local subcontracting companies during construction; a boost to local businesses during construction; and several permanent, well-paying jobs. Latigo Wind Park is interested in bringing benefits to the local community and will work to use as many local contractors and materials as possible during the construction and operation phases of the facility.

- a. Property Taxes:** The Latigo Wind Park facility will assume the responsibility of paying the property taxes for the wind energy infrastructure where the wind facility will be located. Property taxes are assessed by San Juan County using the “installed cost” method. The assessment approach results in higher property tax payments in the early years, but as the wind facility depreciates in value over time the property taxes decrease as well. Generally, a wind facility is presumed to have a 20-year economic life (the length of a typical Power Purchase Agreement). Using this “installed cost” method and based on San Juan County Tax Rates for 2011, Latigo Wind Park’s estimated property tax payments to San Juan County total more than \$10 million over a 20 year period—including almost \$6 million for San Juan County schools and over \$2 million for San Juan County’s General Operations, as well as other entities and Districts.²

WW and San Juan County have been in discussions about other ways to levy the property tax that would make it more consistent over time. If the project is permitted and proceeds, WW is happy to continue dialogue with the County about this issue to ensure the tax revenue structure is favorable for all parties.

- b. Construction Jobs and Boost to Local Economy:** Construction of the Latigo Wind Park will entail a combination of tasks requiring a variety of skilled construction workers, including cement/concrete finishers; electricians; welders; turbine assembly technicians; heavy equipment operators; mechanics; truck drivers; iron workers; millwrights; and administrative personnel; among others. A substantial number of general laborers will also

² *These estimates are derived using assumptions that may or may not be accurate at the time of assessing the taxes, such as the cost of materials, labor and wind turbine components. These tax estimates are based on the best information we have today and represent an educated estimate. These tax estimates therefore are subject to change.*



be required. The Latigo Wind Park will direct its Engineering, Procurement and Construction (EPC) contractor to hire qualified and cost competitive local subcontractors and laborers whenever possible. Some specialized construction labor will come from outside the area and will utilize the City of Monticello's accommodations, restaurants and other businesses during the construction period, generating an economic boost to the area. WW, in collaboration with a potential EPC company for the Latigo project, estimates that between 50 to 100 laborers (30-50% of those from the local area) would be hired during the construction of the wind farm. A total payroll of \$200,000 to \$400,000 per month would be expected to be paid to the group of 50-100 local non-union workers, depending on hours worked per week and the type/ratio of craft labor utilized. To attract local labor, the EPC contractor would host a job fair and advertise available jobs in the local newspaper and to local workforce agencies. An example of the average monthly compensation for construction workers employed on the project is expected to be in the range of \$3,600 per month for general laborers.

Several types of local contractors will be used during construction of the wind project, including fabrication shops; consumable materials suppliers; automotive repair and maintenance shops; trucking and freight firms; fuel supply and site security; and aggregate suppliers. The estimate for payments to these local subcontractors is \$4.3 million over the duration of construction of the project.

As mentioned above, the erection, installation and commissioning of wind turbines requires specialized skills and contractors that are less common among the local labor force. These workers will likely come from outside the local area and will mobilize into the local area for the duration of their specific task, utilizing Monticello hotels and accommodations, restaurants and businesses. Non-local EPC and subcontractor workers will receive housing, per diem and travel allowances. It is expected that Monticello businesses may see approximately \$48,000 in revenue for lodging, restaurants, and groceries over the duration of the construction period. In addition, money would be spent for construction consumables and general conditions, for example signage, printing, and tools that would equate to an additional approximately \$45,000 over the construction duration.



EPC companies work hard to be members of the communities where and when they construct wind farms, and it is common for these companies to support local charities and food pantries by donating their time and resources during construction. Latigo Wind Park along with its EPC partner will be diligent in communicating and coordinating with emergency service agencies during construction, including the local police, fire and EMT services. Community relations and safety incentive spending may contribute another \$25,000 to Monticello and the surrounding area.

- c. Payments to landowners** – Local landowners who host the wind turbines and/or transmission line would benefit from the wind farm. Latigo Wind Park would pay turbine and wind facility landowner hosts a royalty based on energy generation and the number of wind turbines on the land. Latigo has also offered annual payments, rather than a one-time payment, to landowners hosting the transmission lines. While annual payments are not typical for transmission easements in any energy generation industry, Latigo Wind Park believes that without the transmission easements there would be no wind farm and therefore the transmission easement holders should benefit annually like those who host wind turbines. In total, the amount of money that would be paid out to all transmission and wind turbine hosts is expected to be approximately \$217,000 annually at a minimum, and more than \$4.34 million over the 20-year life of the wind farm.
- d. Careers during Operations:** The Latigo Wind Park will require approximately four full-time employees to operate and maintain the wind facility. The team most likely will consist of one supervisor and wind technicians. The average annual salary for these positions is \$70,000. Typically employees are offered full benefits including paid vacation, paid holidays, comprehensive medical insurance (including family members), dental insurance, vision care insurance, disability insurance, life insurance, flexible benefit account (medical savings account), disability insurance and a bonus program.

ANALYSIS OF POTENTIAL PROJECT IMPACTS

VII-A **The Latigo Wind Park will not be Detrimental to the Health, Safety, or General Welfare of Persons Working or Residing in the Area.** This section has changed significantly since the



Original Application with additional analysis, details and clarification of information initially presented, as well as revised assessments based on the Revised Site Plan. Therefore, the following sections completely replace Section VII in the Original Application.

Prior to submitting the Original Application, Wasatch Wind conducted analyses on potential impacts that led us to the conclusion that Latigo Wind Park will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity of the project. Since then, we have adjusted some turbine locations to further minimize impacts and, as a result of our additional analysis, have reaffirmed this conclusion. The results of our analysis and studies supporting this conclusion are summarized below.

Our analysis in this section focuses on potential impacts in areas where persons reside or work. No persons reside or work on the lands leased as part of the wind project. Residences in the City of Monticello are located at least one mile south of the proposed project.

- a. **Visual, Light Impacts:** Upon completion, the Latigo Wind Park will be visible from various vantage points around the area and the City of Monticello. Wind turbines are tall and sit at an elevation above the City of Monticello. For many residents within the City of Monticello, trees, buildings and other obstructions will block the view of the wind farm from their homes and places of business. For others who live or work on higher ground or who have views of the open area northwest of the City, wind turbines will be visible.

Also as discussed during the July 5 hearing, red obstruction warning lights will be required by the United States Federal Aviation Administration (FAA) on certain turbines at Latigo Wind Park, but not on all of the turbines. Typically the turbines on at least the perimeter must be lit. These red lights will be placed on the hub and not on the tips of the blades. The FAA Advisory Circular Specifications for Obstruction Lighting (AC 150 5345-43F) identifies the candela power required for various lights. Wind turbines use an L-864 red light, which is 2,000 \pm 25 percent candela. The FAA Advisory Circular for Obstruction Lighting (AC 70-7460-1K) Appendix 2 provides a table of Distance vs Intensities and based on the FAA Appendix 2 table, an L-864 light intensity would equate to a 3.1 mile visibility at night. While these lights will be visible, we expect the impact will be de minimis and not detrimental to the

health, safety, or general welfare of area residents and workers.

Mitigation Measures: We moved several turbines to the north away from the City of Monticello, which will lessen the visual impact on residents and businesses within the vicinity. We relocated the closest turbine to the east during the July 5th hearing (Turbine 10) and then moved the next furthest east turbine (#9) further to the west in this revised site plan. We also have adopted setback standards from adjacent property lines (as discussed below) to reduce the overall visual impact of the project. In order to minimize the impacts of light pollution, WW has committed to apply dark-night recommendations to lighting at the project substation and will ensure that the substation is only lit at night if employees need access to the substation.

- b. **Sound (Refer to Replacement Exhibit D while reviewing this section):** WW hired DNV KEMA³ and subcontractor J.C. Brennan & Associates to conduct an analysis of sound as part of the Original Application, and again after the CUP was approved, to conduct a more detailed analysis and review changes caused by moving the location of several of the turbines. J.C. Brennan & Associates is a full service acoustical consulting firm with more than 20-years of experience preparing wind turbine sound studies.⁴

Concerns about wind farm sound have been raised generally with regards to human annoyance from audible wind farm sound and with regards to health and low-frequency sound and “wind turbine syndrome.” In their report conducted for Latigo, J.C. Brennan and Associates points to respected industry research to conclude that health impacts are not a concern at Latigo Wind Park. For annoyance, J.C. Brennan and Associates used reliable, published sources to create recommendations for sound limits at the Latigo Wind Park to avoid or minimize the potential for human annoyance from potential sound. Therefore, human annoyance, and not health, is the only potential adverse effect from the project.

Standards: Because neither San Juan County nor Utah have sound ordinances, DNV KEMA

³ DNV KEMA Energy & Sustainability is a global, leading authority in business and technical consultancy, testing, inspections & certification, risk management, and verification, along the energy value-chain. For more information visit: <http://www.KEMA.com>

⁴ For more information visit: www.jcbrennanassoc.com/about-us



and J.C. Brennan and Associates used reliable published sources to create recommendations for sound limits at the Latigo Wind Park. We have elaborated on and clarified these recommendations since the Original Application. See Replacement Figure 1 below. For an explanation of how these recommendations were derived, please see Replacement Exhibit D.

Recommended Sound Limit from Wind Farm at agricultural land with no future plans for a residence (U.S. FHWA) ⁵	Recommended Sound Limit from Wind Farm over a 24 hour period at agricultural and undeveloped land (U.S. EPA)	Recommended Sound Limit from Wind Farm at existing residences and places of business during day time (Massachusetts EPA)	Recommended Sound Limit from Wind Farm at existing residences in rural areas during nighttime (Massachusetts EPA)	Recommended Sound Limit from Wind Farm at existing residences in a residential area during nighttime (Massachusetts EPA)
No recommendation needs to be suggested because there are no sound impacts possible on vacant lands not restricted for sensitive uses	49 dBA	47 dBA	42 dBA	37 dBA

Replacement Figure 1 – J.C. Brennan and Associates recommended sound levels at Latigo

Analysis: To model the sound created by the Latigo Wind Park, J.C. Brennan and Associates used a turbine with a 108 decibel sound power level. This sound power level is created by one of the turbines under consideration by WW (Siemens 2.3MW 108m on a 100m tower) and is the maximum sound power level associated with any of the potential turbines. Several other turbines considered by WW have sound power ratings ranging between 105-107 dB. Therefore, this analysis represents the worst-case scenario for sound impacts as a result of the Latigo Wind Park.

Since the Original Application, in order to further minimize any potential for sound impacts on persons residing or working in the area, WW moved several turbines west and north away from the residents and employees to the east and south. These changes are reflected in the Revised Site Plan – Replacement Exhibit A. Sound impacts on adjacent non-participating agricultural lands and potential future residents are discussed again in Section VII-B in this statement.

⁵ Electronic Code of Federal Regulations, Title 23 – Part 772. <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=1253e5cedf4b79ecfc5150fe9d7d00e7;rgn=div5;view=text;node=23%3A1.0.1.8.44;idno=23;cc=ecfr%23:1.0.1.8.44.0.1.2>



Eleven sensitive receptors where humans reside or work were evaluated along the perimeter of the proposed Latigo project using the worst-case turbine as stated above. These sensitive receptors were selected because they represent the human inhabited areas closest to the project. All eleven receptors are projected to be below the recommended limits as described above. Therefore, we can conclude that other inhabited areas farther from the project will fall below recommended limits. If any micro-siting changes to the turbine layout are needed as the project progresses, Latigo commits to ensuring the sound standards described in this section are adhered to.

Per the attached report in Replacement Exhibit D, the Latigo Wind Park meets or exceeds the recommendations for sound limits at neighboring properties where persons reside or work. Therefore, our additional studies and analysis support our original conclusion that sound produced by the Latigo Wind Park will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity.

- c. ***Flicker or Shadow (Refer to Exhibit F – Shadow Flicker and the Latigo Wind Park):*** WW hired DNV KEMA to conduct an analysis of the potential for shadow effects known as “flicker” at the Latigo Wind Park as part of the Original Application, and again after the CUP was approved to conduct a more detailed analysis and review changes caused by moving the location of several of the turbines. Shadow flicker caused by wind turbines is defined as alternating changes in light intensity due to the moving blade shadows cast on the ground and objects (referred to as receptors), including windows at residences. Shadow flicker typically occurs when a receptor is in a position where the wind turbine blades interfere with low-angle sunlight (i.e., the turbine blades pass through the path between the sun and the receptor). The shadows cast by wind turbines will vary with several factors including season, time of day, surrounding terrain and obstacles, cloud cover, distance from the turbine(s), turbine size, and wind speed and direction. Generally two types of concerns have been raised about shadow flicker: 1) a potential to trigger epileptic seizures and 2) annoyance. Epileptic seizures are not a concern as DNV KEMA’s report notes the maximum frequency of shadow flicker effect from today’s utility-scale wind turbines is far below the frequency found to cause seizures by the American Epilepsy Foundation. See Exhibit F.

Shadow flicker associated with wind turbines could cause disturbances to residents in the form of annoyance if the orientation of the home and its windows and the turbine are such that the residence experiences significant periods of shadow flicker. Annoyance from shadow flicker is very subjective and could more likely occur among people who have negative feelings about the wind farm. San Juan County and the State of Utah do not have standards or recommendations concerning shadow flicker.

Standards: In order to minimize and avoid the potential for annoyance caused by shadow flicker at Latigo Wind Park, DNV KEMA suggests that Latigo Wind Park use the guidelines suggested by a Massachusetts Department of Environmental Protection report on Wind Turbine Health Impacts, which is that shadow flicker impacts should not exceed 30 minutes per day or 30 hours per year at a residence, and not more than 30 minutes per day or 30 hours per year at a place of business during business hours. DNV KEMA does not suggest a standard on vacant agricultural lands where there are no occupants on the land who could experience annoyance. The source for these standards is explained in greater detail in Exhibit F.

Recommended Standard for Shadow Flicker on Vacant Agricultural Lands	Recommended Standard for Shadow Flicker at Places of Business during Business Hours	Recommended Standard for Shadow Flicker at Residences
No limit recommended	30 minutes per day or 30 hours per year	30 minutes per day or 30 hours per year

Analysis: DNV KEMA modeled the potential shadow flicker using the tallest turbine being considered by the Latigo Wind Park (100m hub height and 117m rotor diameter). This turbine represents the worst-case scenario for potential shadow flicker at the Latigo Wind Park.

The model reports theoretical worst-case flicker impacts, which assume windows are facing directly at the turbines, no trees or other obstacles disperse the shadows, there is zero

cloud cover and the turbines are always operational during potential times of flicker. The model also calculates realistic flicker potential, which is adjusted for cloud cover, yaw position and non-operational time. It is this adjusted model that generates the estimates for annual hours of flicker potential.

WW identified eleven “sensitive receptors” in close proximity to the proposed Latigo Wind Park in order to model and assess potential impacts of shadow flicker. Using this worst-case scenario turbine, all eleven of the sensitive receptors realistically fall under 30 hours of flicker per year when environmental factors are considered. If Latigo Wind Park were to ultimately be built with a different turbine with a lower hub height and smaller rotor diameter, potential flicker impacts would fall even further below the recommended guidelines.

Except as discussed below, all homes in close proximity to the project are further away from the sensitive receptors studied and we can therefore assume would have less potential for impact from flicker and would be within the recommended guidelines. Where shadow flicker impacts exceed recommended guidelines, WW has proposed the following mitigation measures.

Mitigation Measures: One of the eleven receptors, under the theoretical worst-case scenario, may exceed 30 minutes per day on up to 11 days of the year. This receptor is a residence located to the east of the project. The front of the home faces north, away from the turbines and potential flicker. Latigo Wind Park is committed to provide this residence with up to \$4,000 to purchase opaque window treatments or plant trees to mitigate the potential shadow flicker impact.

A second receptor, under the theoretical worst-case scenario, may exceed 30 minutes per day up to 17 days of the year. This receptor is the southwest corner of the property boundary of the Discovery Center and the flicker may occur in May and again late July/early August just before sunset. The Discovery Center is not a residence, and since the flicker would occur after business hours close to sunset at the property boundary (the Visitors Center was also modeled and flicker is within recommended standard), we do not anticipate



that flicker will cause annoyance to the employees of the Discovery Center. However Latigo Wind Park is committed to provide the Discovery Center with up to \$4,000 to purchase opaque window treatments and/or to plant trees to mitigate the potential shadow flicker impact.

Other businesses in the close vicinity of the proposed project were either modeled with potential flicker within the recommended guidelines or are further away than those modeled and we could assume would have less impacts and be within the recommended guidelines.

Therefore, since potential shadow flicker impacts from the Latigo Wind Park either fall within the recommended guidelines, or we have proposed mitigation measures to address specific potential impacts above the recommended guidelines, shadow flicker effects of the Latigo Wind Park will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity.

d. Construction Traffic

WW has not yet determined the route that the turbine transport vehicles would take to access the wind project. However, any use of state highways and transportation routes would be coordinated with UDOT as necessary. In addition, turbine transport and construction traffic is expected to access the project using existing County Road 196 and any improvements or use of that road would be coordinated with San Juan County in accordance with a County road permit. The selected EPC company in coordination with the turbine manufacturer would be responsible for traffic control in the area during construction and transport of the turbine components. These companies are highly trained in safety practices for wind turbine transport, in managing traffic in small towns and rural areas and in dust control. Further communication about traffic and traffic control would be conducted once a turbine manufacturer is selected and the origin of the turbine components is known. While construction traffic caused by the Latigo Wind Park may cause a temporary disruption to normal traffic patterns, these impacts not be detrimental to the



health, safety or general welfare of persons residing or working in the vicinity of the wind farm.

e. Decommissioning and Reclamation

Latigo Wind Park anticipates entering into a 20-year agreement with a power purchaser for the power output from the wind facility. It is anticipated that once the 20-year power contract has expired, Latigo Wind Park would renew the power contract. The Latigo Wind Park is legally bound by its wind leases to provide a removal or decommissioning bond for the wind farm on or before the 20th anniversary of the Commercial Operation Date. This bond will cover the estimated removal costs associated with the Wind Turbines and other above-ground improvements to a depth of three feet below grade and to restore the surface of the Property to the approximate original condition that existed before any Wind Turbines or other above-ground improvements were installed on the Property, all at Latigo Wind Park's cost and expense. The security shall be reasonably acceptable to the landowner.

f. Impacts upon potential uses of adjacent lands: For a discussion about properties adjacent to the proposed Latigo Wind Park please see the new Section VII-B.

g. Temporary Disruption to Hunting in project area during construction: Hunting is discussed more thoroughly in Section V-B above. Any temporary disruption to hunting in the project area during construction will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity as it can resume as before prior to construction.

h. Ice Throw (Refer to Exhibit G, Ice Throw and Latigo Wind Park, while reviewing this section): After the CUP hearing and approval on July 5, WW heard concerns about ice throw from a few members of the community. WW hired DNV KEMA to examine the potential for ice throw from turbines at the Latigo Wind Park to determine whether ice throw would be a potential safety concern for residents or employees in the vicinity of the wind farm. During certain weather conditions at wind farms around the world, ice can form on the blades of a



wind turbine. Under normal operations ice build-up sensors will automatically shut down the turbines and restart them once the ice has thawed and fallen off. However, in some situations, the turbines could begin to spin while ice is still on the blades and in these situations there is a potential for the ice to be thrown from the blade. According to DNV KEMA, danger from ice throw is limited to relatively close proximity to the wind turbine. The distances ice can be thrown are governed by physics and can be calculated – see Exhibit G - Ice Throw and Latigo Wind Park.

Analysis: DNV KEMA reviewed risk factors at the Latigo Wind Park; 4.5 years of on-site meteorological data collected at Latigo Wind Park, which include icing events; and calculated maximum ice throw distances using published equations and the worst-case scenario turbine under consideration by Latigo Wind Park.

During the last 4.5 years of meteorological data collected at Latigo, icing events only occurred 2 or 3 times a year and lasted six hours on average. If ice were thrown during these icing events, DNV KEMA determined that based on the maximum ice throw distance equation (as presented in Exhibit G), a turbine with a 117m rotor and 100m hub height (the tallest turbine being considered by Latigo Wind Park) would have a “risk area” of a 325.5m radius around each turbine. Based on our studies, ice throw would not have an impact on persons residing or working in the vicinity with the exception of the below.

Mitigation Measures: With the risk radius identified by DNV KEMA, the “risk area” beyond the project boundaries is near turbines 15 and 16 where the risk area crosses County Road 196, approximately 1.8 miles west of Highway 191. However, icing events typically occur during winter months and at a time when County Road 196 is not currently maintained or plowed by the County, so the risk of actual harm likely is remote due to the low probability that a person would be on that section of the road during the 2 or 3 icing events per year. Nonetheless, Latigo Wind Park is committed to installing a sign in both directions to warn drivers in the winter of potential ice throw to further mitigate any risk.

- i. **Tower Collapse:** A turbine falling down at a wind farm is an extremely rare event. But WW has taken the appropriate precautions to protect residents and employees in the vicinity in

the unlikely event of a tower collapse. Mandatory setback requirements are not specified under the San Juan County Zoning Ordinance or by any Utah statute for wind farms or other energy facilities. In the Original Application, Latigo Wind Park voluntarily applied, but did not highlight, industry best practices and guidelines for setbacks in the original site plan. We have also adhered to these recommended setbacks in the Revised Site Plan and will do so in any future layout revisions for turbine micrositing.

Standards: These recommended setbacks are intended to protect residents, employees and adjacent properties. The setbacks we have adhered to are listed in the below Chart 1.

Setback	Min Buffer Distance
Wetlands and Streams	Case-by-case basis
Pipelines	Case-by-case basis
Public Road	110% of max turbine height with blade at apex
Water Well	50 m
Houses	0.5 mi
Airport Footprint	2 nm, or as required by the FAA
Non-Participant Private Land boundary	110% of max turbine height with blade at apex
State/Federal Land	55m

Chart 1

Therefore, WW has applied industry best-practice setbacks from wind turbines to occupied structures, public roads and non-participating private property lines, so that in the unlikely event a turbine were to fall down, the turbine would not land on an occupied structure (or any structure at Latigo), nor on any road or adjacent private property where people could be found.

VII-B The Latigo Wind Park will not be Injurious to Property or Improvements in the Vicinity.

Where the previous section focused on impacts to persons residing or working in the area, this section addresses potential injury from the wind farm to property or improvements in the vicinity. The definition of “injurious” as defined by Merriam Webster is (a): an act that damages

or hurts or (b): a violation of another's rights for which the law allows an action to recover damage. We have addressed the potential of both physical injuries to property as well as possible impacts to future development potential resulting from the presence of the Latigo Wind Park. Given the unique set of circumstances of the nine non-participating inholdings, we have separated our analysis in this section into two parts: a) potential injury to property and improvements along the project's periphery; and b) potential injury to the non-participating inholdings.

a. Adjacent Property and Improvements: As discussed in previous sections, we have proposed setbacks from adjacent properties, which are designed to protect adjacent properties from physical injury due to potential tower collapse and ice throw. We also have addressed potential impacts from sound, shadow flicker, and light on residents and businesses in the area. These impacts also can be viewed as a trespass onto adjacent property, and therefore a potential source of injury that may affect development potential of adjacent properties. For improved property in the vicinity, we have demonstrated that these impacts will fall within the proposed standards, and in the few cases where our analysis indicated an impact above an industry standard, we have proposed adequate mitigation.

It is important to note, however, that there are no industry standards or recommended limits for shadow flicker or sound on vacant agricultural lands. Neither impact is typically studied at vacant agricultural lands because sound and flicker only affect people residing or working on the land, who have to be present to experience the impacts. However, DNV KEMA and WW reviewed potential impacts from both sound and flicker on vacant agricultural lands in case those property owners decide to reside on the land in the future.

Sound: Undeveloped lands are generally not considered noise-sensitive unless specific building designs have been planned and permitted for noise-sensitive uses, such as residences. (See Replacement Exhibit D – Sound Study) Therefore, sound limits typically are not recommended by J.C. Brennan and Associates at vacant agricultural lands surrounding the proposed wind farm. However, WW understands that several landowners in the vicinity have stated an intention to build a residence on currently vacant agricultural lands adjacent



or in the vicinity of the proposed project. Therefore, J.C. Brennan and Associates recommends a sound limit on non-participating currently vacant agricultural lands where the owner will build a residence (See Replacement Exhibit D and/or Section VII-A Replacement Figure 1).

WW identified twelve of the closest adjacent non-participating vacant agricultural lands that are privately owned and therefore could have the potential for a future residence, including the nine non-participating in-holding lands, which are considered separately below, and three parcels adjacent to the periphery of the project. The potential sound from the proposed Latigo project using the worst-case-scenario potential turbine for sound was modeled and projections mapped and reported for the vicinity around the project (See Replacement Exhibit D). Projected results show that of those three properties adjacent to the periphery of the project, only one may experience sound impacts that exceed the recommended limit for future residences on a small portion of their land. However, this parcel will retain substantial building areas where sound levels would be within the recommended limits for future residences, allowing for potential future home building without detriment to persons residing on that land. (See map included in Replacement Exhibit D). Should the ultimate turbine chosen be one that produces less sound, we will re-model projected sound and expect that less or none of the land would fall outside recommended limits for rural residences.

Latigo commits to provide this landowner with \$4,000 for the installation of additional insulation or other sound-proofing solutions for each future home.

Therefore, we can conclude that based on the above recommended mitigation measures at this property adjacent to the project's periphery, sound from the Latigo project will not be injurious to property or improvements in the area and not detrimental to potential future residents of the currently vacant agricultural lands.

Flicker: For undeveloped property in the vicinity of the project periphery, our studies indicate one instance of potential impact from shadow flicker in excess of recommended standards. This property is located northeast of turbine 20. Latigo Wind Park is committed



to provide the resident with \$4,000 to use toward consultation with an expert to orient windows of a future home and/or to purchase opaque window treatments and/or plant trees to mitigate the potential impact to the recommended guidelines.

Therefore, since we have addressed physical injury potential through setbacks and we either meet or will mitigate to the proposed standards for sound and shadow flicker to account for future development, we do not anticipate that the Latigo Wind Park will physically harm or otherwise injure adjacent property or improvements located along the project's periphery.

Ice Throw: During the last 4.5 years of meteorological data collected at Latigo, icing events only occurred 2 or 3 times a year and lasted six hours on average. If ice were thrown during these icing events, DNV KEMA determined that based on the maximum ice throw distance equation (as presented in Exhibit G), a turbine with a 117m rotor and 100m hub height (the tallest turbine being considered by Latigo Wind Park) would have a "risk area" of a 325.5m radius around each turbine. Based on our studies, ice throw would not have an impact on any adjacent non-participating vacant agricultural lands with the exception of the below.

Mitigation Measures: With the risk radius identified by DNV KEMA, the "risk area" beyond the project boundaries crosses onto land due north of turbine 20. This land is currently vacant, icing events have only occurred 2 or 3 times a year over the last 4.5 years and turbines have auto shut-down features to reduce risk of ice throw. Therefore the risk of ice throw is low. Nonetheless, if the worst-case scenario turbine is used and the ice throw risk area continues to cross onto this land even after micrositing, Latigo Wind Park is committed to installing a sign at the risk area radius boundary to warn of potential ice throw to further mitigate any risk.

- b. **Non-Participating Inholdings.** Given their unique location in relation to the Latigo Wind Park, we have separately evaluated potential injury to the nine inholding parcels, which we have summarized below.

Ice Throw and Tower Collapse: As mentioned in Section VII-A, WW has proposed setbacks from the property boundaries of the inholding parcels in order to avoid any injury to persons or property as a result of ice throw or from a fall down on those properties.



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Sound: Per Section VII-A (c) above, there are no industry standards for sound limits on vacant agricultural lands. In light of the landowners' expressed interest in developing this land for residential use, we have proposed a specific standard for currently vacant agricultural lands where a future home will be built, and based on our studies, six of the nine parcels fall within our recommended standards, while a small portion of three of these nine parcels may exceed the recommended standard for future residences. However, the greater part of each of these three parcels lies within the recommended standard.

Mitigation Measures: WW has moved turbines located to the north of nine non-participating in-holding parcels to also ensure that on agricultural lands that are currently vacant, all or at least the majority of the property is within the recommended sound limits for future residences, allowing for future home building without detriment to future residents of that land. Our analysis further indicates that future improvements can be sited on each parcel so as to avoid sound above recommended guidelines. For each of the three landowners whose parcels are predicted to have sound that exceeds recommended guidelines, Latigo would provide \$4,000 for the installation of additional insulation or other sound-proofing solutions for a future home. Further, Latigo Wind will continue to investigate the feasibility of implementing sound reducing techniques as they become available due to advances in wind turbine technology and design.

Flicker: Per Section VII-A (d) above, DNV KEMA does not suggest a limit for flicker at vacant agricultural lands. Like sound, flicker is not typically studied at vacant agricultural lands because flicker is only an impact when a person resides or works on the land to experience it. However, DNV KEMA and WW reviewed potential impacts from flicker on vacant agricultural lands in case those property owners decide to reside on the land in the future.

Of the nine inholding parcels, flicker is predicted to exceed the recommended guidelines at the center-point of six of these properties. We will reassess this impact once we have finalized our selection of a turbine model. For these six properties Latigo Wind Park is committed to providing each property owner with \$4,000 to use toward consultation with an expert to orient the windows in a future home and/or to purchase opaque window



treatments and/or plant trees to mitigate the potential impact to the recommended guidelines.

Additional Mitigation Measures: With the mitigation efforts mentioned above to bring the potential impact to within recommended guidelines, the Latigo Wind Park will not be injurious to property or improvements in the vicinity, or to future potential residents of currently vacant agricultural lands. However, in order to address any potential unmitigated impacts to these lands, we also propose an additional payment to each inholding landowner to address any unmitigated residual property valuation loss based on proximity to the Latigo Wind Park Project. Each payment will be based on the diminution in fair market value of each lot and will be determined in an appraisal process employing recognized industry standards and practices.

VII-C Environmental Impacts. Although environmental studies are not required by San Juan County nor the State of Utah when developing a wind farm, WW conducts environmental studies at all potential wind projects as a best-practice to ensure we are avoiding and minimizing potential impacts to existing wildlife. Our environmental studies are ongoing but from the initial studies we've conducted, we believe that the proposed Latigo Wind Park will be harmonious with the neighboring uses of the area by wildlife.

The proposed wind energy facility is located entirely on private land and Latigo Wind Park, LLC (LWP) does not anticipate that development of the site will result in a federal nexus that would require compliance with the National Environmental Policy Act or the National Historic Preservation Act. Similarly, it is expected that development of the site will not result in impacts to wetlands or other waters of the United States that would exceed the pre-construction notification threshold of Nationwide Permit 12 under Section 404 of the Clean Water Act.

Nevertheless, LWP has conducted internal desktop analyses and has contracted with four different environmental consulting firms to conduct various analyses related to assessing the environmental impacts of developing this project. These analyses have included a variety of vegetation and wildlife surveys at the site. The field survey efforts will continue through the spring of 2013. The following vegetation and wildlife surveys have been undertaken to date:



dated May 31, 2012, "Golden eagle activity within the project footprint is low" but may increase outside of the project boundary.

Latigo Wind Park has completed a preliminary review of AnaBat data from the two ground-based mobile units collected from May 23, 2011, to May 20, 2012. To date, seven bat species have been detected on site. None of these species is federally listed as threatened or endangered and the Utah Division of Wildlife Resources considers five of the species to be wildlife species of concern. According to Latigo Wind Park's environmental consulting firm WEST, Inc., the level of bat activity detected at the Latigo site is comparable to other sites that WEST has evaluated in the western U.S. Wind farm-related bat mortality has been generally low in the West to date.

VIII Summary of Findings and Conclusion

Section 6-4 of the San Juan County Zoning Ordinance provides that,

the Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish: (1) that such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and (2) that the proposed use will comply with the intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.

This Supplemental Statement has summarized and analyzed the attached substantive reports that fully document the general and specific benefits and potential impacts, appropriate impact standards, and mitigation conditions applicable to the proposed Latigo Wind Park. The discussions under sections V-A, V-B, VII-A, and VII-B have been framed as specific discussions of the evidence supporting each of the conditional use requirements of Zoning Ordinance Section 6-4. As discussed more specifically and summarized above, the evidence submitted by WW has established that the proposed wind energy park as proposed will comply with the intent, spirit, regulations and conditions of the Ordinance; is harmonious with the neighboring uses; and is not detrimental to the health, safety and general welfare of persons residing or working the vicinity of the project. Further, while the project holds the potential to have impacts on one residence, one place of business and eight parcels of vacant agricultural



property in the vicinity of the project, any injury to property may be mitigated by adopting as conditions to approval the specific mitigation strategies outlined in Section VII-A and VII-B above.

Section 6-4 of the Zoning Ordinance further states that,

the Planning Commission, or upon authorization, the Zoning Administrator, *shall* approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this Ordinance. In authorizing any conditional use the Planning Commission *shall* impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare.” (emphasis added)

The Planning Commission fulfilled these obligations under the Zoning Ordinance on July 5, 2012 by approving the Latigo Wind Park while also requiring certain conditions that were protective of adjacent properties and the general welfare. This Supplemental Statement has reflected further, detailed assessment of potential impacts and offered the following additional protective standards and conditions that WW proposes to be adopted by the Planning Commission in its approving motion:

- Application of dark-night recommendations to lighting at the project substation and assurances that the substation is only lit at night if employees need access to the substation.
- Recommended Sound Standards as stated in Section VII-A(b).
- Recommended Shadow Flicker Standards as stated in Section VII-A(b).
- Recommended Setbacks as stated in Section VII-A(j).
- Recommended site-specific mitigation of potential flicker impacts above recommended standards on existing residences as stated in Section VII-A(c).
- Recommended site-specific mitigation strategies for potential sound impacts on adjacent property as stated in Section VII-B(a).
- Recommended mitigation site specific mitigation strategies for potential sound and shadow flicker impacts on the non-participating inholdings as stated in Section VII-B(b), including the additional mitigation measures addressed therein.



Wasatch Wind

WW looks forward to providing additional information and responding to any questions and comments at the hearing on October 4, 2012.

Exhibit F

Latigo Wind Project Project Overview



- Turbine Structure
- Collection System
- Transmission Line
- Proposed Access Road
- Existing Road
- Project Substation
- Batch Plant
- Project Office
- Leased Land
- Parcel
- City of Monticello

Please Note:
The information presented is from a variety of sources, including county records and is intended for planning purposes. Property boundaries represent an approximate location of property lines only and are not to be misconstrued as a survey, used for property boundary description, conveyance, or determination of legal title. While reasonable effort has been made to ensure the accuracy of information, it is provided with the understanding that it is not guaranteed to be accurate, correct, current or complete.

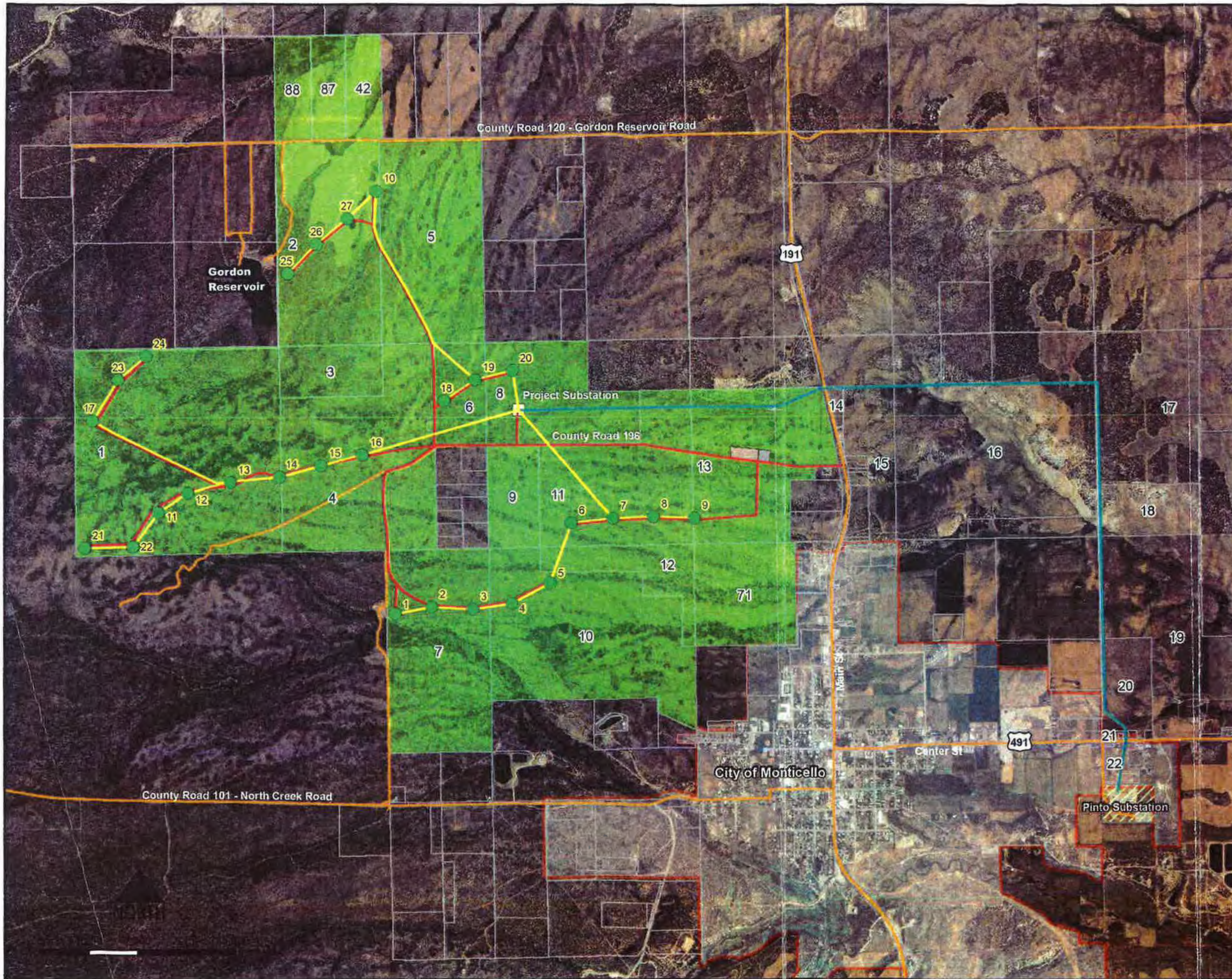
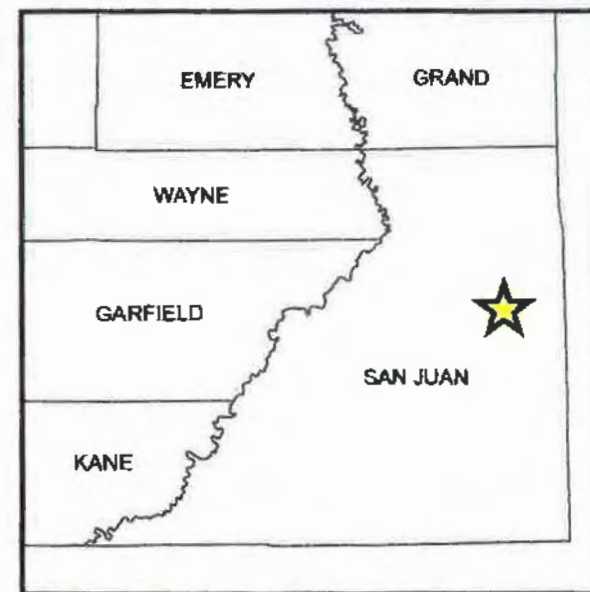
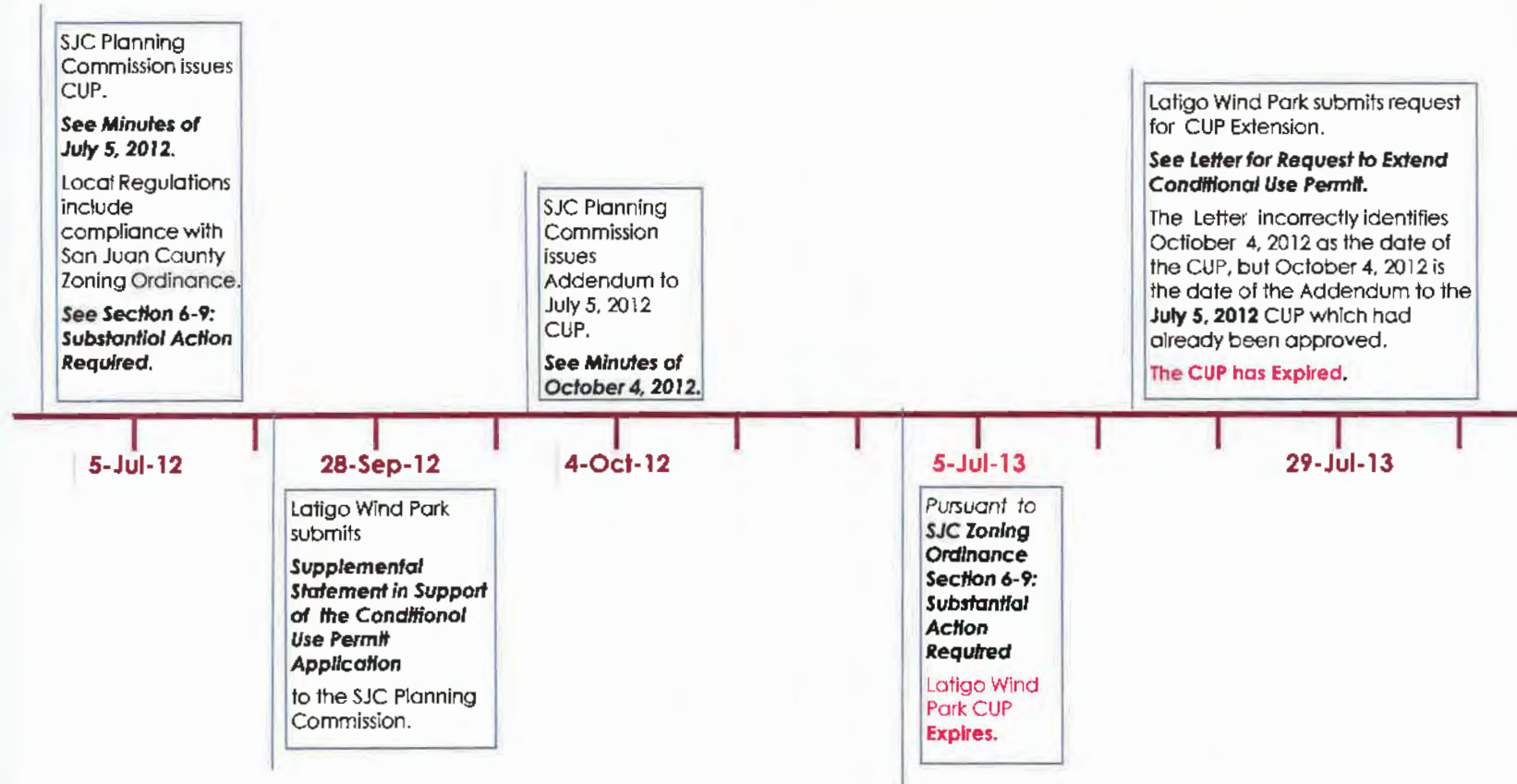


Exhibit G

Latigo Wind Park Project Overview Map - Landowner Key			
Map Code	Landowner	Type of Agreement	Comments
1	Redd Enterprises	Wind Facility Lease	
2	Grayson Redd	Wind Facility Lease	
3	Grayson Redd	Wind Facility Lease	
4	Redd Enterprises	Wind Facility Lease	
5	Jones Enterprises	Wind Facility Lease	
6	Scorup Family Trust	Wind Facility Lease	
7	Dalton Family Living Trust	Wind Facility Lease	
8	Scorup Family Trust	Wind Facility Lease	
9	Redd Enterprises	Wind Facility Lease	
10	Dalton Family Living Trust	Wind Facility Lease	
11	Jones Enterprises	Wind Facility Lease	
12	Jones Enterprises	Wind Facility Lease	
13	Jones Enterprises	Wind Facility Lease	
14	Jay Ward Palmer et al. C/O Robert Lisenby	Transmission Easement	Signed but not yet executed
15	Gary F. and Donna R. Halls	Transmission Easement	
16	Gary F. and Donna R. Halls	Transmission Easement	
17	G. Regan Bronson	Transmission Easement	Not included in packet - see June 29 submittal for explanation
18	G. Regan Bronson	Transmission Easement	Not included in packet - see June 29 submittal for explanation
19	Gary F. and Donna R. Halls	Transmission Easement	
20	Dalton Family Living Trust	Transmission Easement	
21	Dalton Family Living Trust	Transmission Easement	
22	Charles B. and Barbara J. Pearson	Transmission Easement	

Latigo Wind Park Conditional Use Permit (CUP)



MINUTES
SAN JUAN COUNTY
PLANNING AND ZONING COMMISSION
JULY 5, 2012

Attendance: Marcia Hadenfeldt, Joe Hurst, Steven Redd, Jeff Nielson, Trent Schafer, Kristin McKinnon, Carmella Galley, and staff Greg Adams. Presenters for Latigo Wind Park, Christine Mikell Michelle Stevens, and Spencer Martin. 16 others from the public in attendance.

There was no public comment.

The minutes were reviewed and approved with corrections, with a motion from Trent and a second from Joe. Vote was yea from Trent, Joe, Marcia, and Steven, with abstentions from Kristin, Jeff, and Carmella.

A public hearing was opened at 7:10 PM with a motion from Marcia and a second from Joe. The purpose of the hearing was to hear a request and receive comment from the public on a proposed wind farm north of Monticello.

This farm will cover approximately 3600 acres of private leased land. Metrological towers have been placed in the area for several years to measure the wind velocity and availability. It is purposed that Rocky Mountain Power may be willing to purchase 60 MW of power from this farm. The FAA has been notified and has given approval for the turbines to be placed in the area. US Fish and Wildlife service guidelines for birds and wildlife have been reviewed and met. Questions and concerns were addressed about the location and number of turbines. It was agreed that turbine # 10 would be eliminated or relocated . The lights at the substation were a concern and we were informed that lights would only be on when employees were present at the substation. Noise levels were discussed and we were informed that they are minimal.

Construction would possibly begin in summer of 2013 or spring 2014. Impacts on the community would be 20 year life. Estimated tax revenue of 10 million dollars over the 20 years. Turbines have a 25 year life span. There will be 3.4 miles of overhead transmission lines. Construction would be 6-8 months. A reclamation bond would be obtained for reclaiming the area after the life of the project. Construction would bring about 4.3 million dollars to the economy of the area.

The hearing was closed a 8:53 PM with a motion from Trent and a second from Joe. The commission then entertained a motion from Jeff to issue a conditional use permit to Latigo Wind LLC to build a wind farm with a second from Trent. The following conditions were listed for this permit: Tower #10 is to be moved, lighting at night will be shaded or guarded at the substation, and all Federal, State, and Local regulations will be met. The vote to approve this conditional use permit was unanimous in the affirmative.

The Brumley Ridge Subdivision amendment was considered after a discussion and a review of the ordinance it was decided to deny the amendment based on the following section of the ordinance 5b3 located on page 22 which says that no road can bisect any given lot in a subdivision. The motion was made by Trent with a second by Marcia. The vote was yea Marcia, Joe, Trent, Carmilla,, and Kristin, with Steve and Jeff voting nay.

The building permit list was reviewed.

Meeting was adjourned at 9:35 PM

SAN JUAN COUNTY UTAH

ZONING ORDINANCE (Amended Sept. 2011)

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

6-5 Fees

The application for any conditional use permit shall be accompanied by the appropriate fee as determined by the Board of County Commissioners and as listed in the County's Fee Schedule Ordinance.

6-6 Public Hearing

A public hearing on a conditional use permit application may be held if the Planning Commission shall deem a hearing to be necessary and in the public interest.

6-7 Appeals of Decision

Any person aggrieved by a decision of the Planning Commission or the Zoning Administrator regarding the issuance, denial or revocation or amendment of a conditional use permit may appeal such decision to the Board of County Commissioners whose decision shall be final. All appeals to the Board of County Commissioners must be in writing and filed with such within thirty (30) days of the date of decision appealed from.

The decision of the Board of County Commissioners may be appealed to the District Court provided such appeal is filed within thirty (30) days of the Commission decision. Such appeal shall be filed with the County Administrator's office and the court clerk.

6-8 Inspection

Following the issuance of a conditional use permit by the Zoning Administrator or the Planning Commission, the Zoning Administrator shall approve an application for a building permit, and shall ensure that development is undertaken and completed in compliance with said conditional use and building permit.

6-9 Substantial Action Required

Unless there is a substantial action under a conditional use permit with one (1) year of its issuance, the permit shall expire. The Planning Commission may grant one extension up to six (6) months, when it is deemed in the public interest.

September 28, 2012

Greg Adams and Members of the San Juan Planning Commission
117 South Main Street
Monticello, UT 84535

Re: Supplemental Statement in Support of the Conditional Use Permit Application for Latigo Wind Park

Dear Mr. Adams and Members of the San Juan Planning Commission:

Wasatch Wind is pleased to provide this Supplemental Statement in support of the Conditional Use Permit (CUP) for the proposed Latigo Wind Park wind energy generating facility. Since the permit approval on July 5, 2012, Wasatch Wind (WW) has performed additional analyses and studies in support of our CUP application, which are included in this packet and will share with you at the hearing on Thursday, October 4th at 7:30.

In the pages that follow this letter, you will find the Supplement Statement and its exhibits representing the full and complete submission on which to base the approval of the CUP for the Latigo Wind Park. Replacement Exhibit A, the Revised Site Plan, includes additional land that increases the project boundary, as well as several changes to the turbine layout. Replacement Exhibits B and C include any updated wind turbine leases and transmission easements and statements of agreement for the newly acquired lands. Replacement Exhibit D is a sound analysis report, conducted because of the changes made to the turbine layout.

New information is presented in Exhibits E, G, H, I and J. Exhibit E provides an overview of the Wasatch Wind company and its history; Exhibit G contains a new analysis of potential for ice throw that was conducted to address concerns raised after the July 5 hearing; Exhibits H, I and J are environmental reports referenced in the original CUP application submitted on June 28 and again in this Supplemental Statement. Finally, Exhibit F, outlining the assessment of potential for shadow flicker studies at Latigo is included. This report was referenced in the original application but not provided as an Exhibit, and has also been updated with the changes to the site layout.

Please let us know if you have any questions or need additional information. We thank you in advance for your time and we look forward to seeing you again on Thursday.

Sincerely,



Christine Mikell
801-455-1045

MINUTES
SAN JUAN COUNTY
PLANNING AND ZONING
OCTOBER 4, 2012

ATTENDANCE: Trent Schafer, Steven Redd, Carmella Galey, Joe Hurst, Marcia Hadenfeldt, and Jeff Nielson joined at 7:47. Staff Greg Adams, Many others in attendance for the hearing of proposed wind Farms, north of Monticello.

The minutes of the September 6, 2012 planning and zoning meeting were discussed and approved with a motion from Trent and second from Carmella, the vote was unanimous in the affirmative.

There was no public comment on general items not on the agenda.

First item on the agenda is the consideration of a private RV Park in Spanish Valley for a Conditional Use Permit. This is located on Highway 191 south of Moab so it will be in a Zone that allows this use without a CUP. It was determined that this RV Park will be allowed, with the issuance of a building permit. The owner of the parcel Leroy Ellis was in attendance and answered several questions about roads, turn lanes, and lighting. He was told to contact Bruce Bunker to apply for a building permit.

The next consideration is for a conditional use permit for Latigo wind park. Motion to open the hearing by Carmella with a second from Steve vote unanimous in affirmative at 7:15. Michelle Stevens gave a presentation on this project. Concerns from the public nesting of birds, also fish and wildlife, questions and how the studies are completed, the leases of the land owners were discussed, they are complete. Are you able to shut the individual turbines down on demand? Yes. Industry standards were discussed. Are there any national standards at the present time for wind farms. Self imposed conditions are passed on with the sale of the property. Rigby Wright concerned about the Gordon Reservoir and how to negotiate around this water system. Lee Bennett concerned about the overhead power line passing through the city limits. Eric Rowley concerned about the change of view that would happen with these towers. Dan Bingham representing the 80 acres of the North Monticello Alliance. Very emotional presentation about

why this project should not be approved. Tom Ellison attorney for Wasatch Wind addressed issues from an appraisers point of view, and has made an offer to these land owners to purchase their property. The standards and conditions that should be complied with and that they can be enforced. Dan Davidson questions about land owners rights and impacts on his parcel. Brenda Rowley talked about ascetics and the affects of this type of development on the city of Monticello. Mike Cole said there had been no contact with North Monticello Alliance to discuss this development. Deanna Dalton favorable to this development. Janet Ross of 4 Corners School asked for 1 Kilometer set back from their property. Doug Allen Monticello, mayor: said this was a city development project when it started many years ago, we never envisioned that it would be this close to the city limits. It is a concern for us visually. He asked that a pictorial illustration to depict how in reality this may appear. Monte Dalton favorable to this project.

Motion to close the public hearing by Trent second by Steve voting unanimous in the affirmative at 9:05 PM.

There was a discussion about the industry standards for wind farms and if San Juan County has a standard for wind farms. Has the ordinance been met? Have all of the requirements been met?

Motion by Trent to amend original CUP to have set backs at 1 kilometer. Second by Marcia. Discussion about this motion was lengthy then Trent removed his motion. Motion by Marcia to put an addendum on the CUP issued on July 5, 2012 to include as much flicker, light, sound, mitigation as possible including all new information along with new leases and any mitigation to affected landowner, and all must be met by the developer whether now or in the future by the present developer or a future or different developer, and prior to any building permit being issued. Second by Trent. Vote Yea, Marcia, Steve, Jeff, Trent. No Carmella, and Joe.

Consideration of conditional use permit for Blue Mountain Wind Farm. Motion to open public hearing at 9:51 by Jeff second by Trent, vote unanimous in affirmative.

Discussion on an existing CUP for Blue Mountain Wind Farm. A presentation was made by Mike Cutbirth.. He gave a summary of his organization and how he obtained leases from REDCO in a bankruptcy sale.

There was some public comment about the closeness of two wind farms and the legalities of them being within a certain distance to each other. Marcia suggested that it is not the purpose of Planning and Zoning Commission to determine the legality of how these farms operate in proximity to each other but if the applicant had met the ordinance.

The recorder ceased to record before the motion for this CUP was made. The recorder ran out of recording space.

A motion was made by Jeff with a second by Carmella to issue the CUP for Blue Mountain Wind Farm. These conditions shall be met. The developer must meet all current Federal, State, and Local standards and ordinances. All FAA, Fish and Wildlife statutes, light, and sound standards and follow all industry standards however indicated. With the understanding that in one year the developer must reappear before the Planning and Zoning Commission to renew this permit. The vote was Yea Marcia, Steve, Joe, Carmella, Jeff, with Trent abstaining.

The Building Permits were discussed.

The next meeting will be held on November 1, 2012.

Adjourned 11:15



July 29, 2013

ADRIENNE J. BELL
Direct (801) 578-6983
AJBELL@stoel.com

VIA E-MAIL AND FIRST-CLASS MAIL

Mr. Greg Adams
Subdivision Administrator
San Juan County
P.O. Box 787
Monticello, Utah 84535

Re: Latigo Wind Park - Request to Extend Conditional Use Permit

Dear Greg:

On behalf of Latigo Wind Park, LLC ("Latigo Wind"), I am writing to request a six-month extension of the Conditional Use Permit for Latigo Wind's proposed wind energy generating facility ("Latigo Wind Park"), which the San Juan County Planning Commission approved on October 4, 2012.

Latigo Wind has made substantial progress on the Latigo Wind Park and, importantly, has entered into a power purchase agreement with PacifiCorp (the "Power Purchase Agreement"). In accordance with the Power Purchase Agreement, PacifiCorp has agreed to purchase the wind energy generated by the proposed Latigo Wind Park, subject to the approval of the Public Service Commission of Utah (the "PSC"). Because the PSC intends to hold a public hearing on the Power Purchase Agreement, Latigo Wind is seeking a six-month extension of the Conditional Use Permit.

Therefore, pursuant to Section 6-9 of the San Juan County Zoning Ordinance, Latigo Wind requests an extension of the Conditional Use Permit for the Latigo Wind Park until April 4, 2014. The requested extension furthers the public interest by providing additional time for the PSC to hold a public hearing in connection with its review of the Power Purchase Agreement.



Mr. Greg Adams
July 29, 2013
Page 2

Please let me know if you have any questions or need additional information in connection with this request. Thank you for your time and consideration.

Very truly yours,

/s/ Adrienne J. Bell

Adrienne J. Bell

cc: Ms. Christine Mikell (e-mail only)
Walter Bird, Esq. (e-mail only)

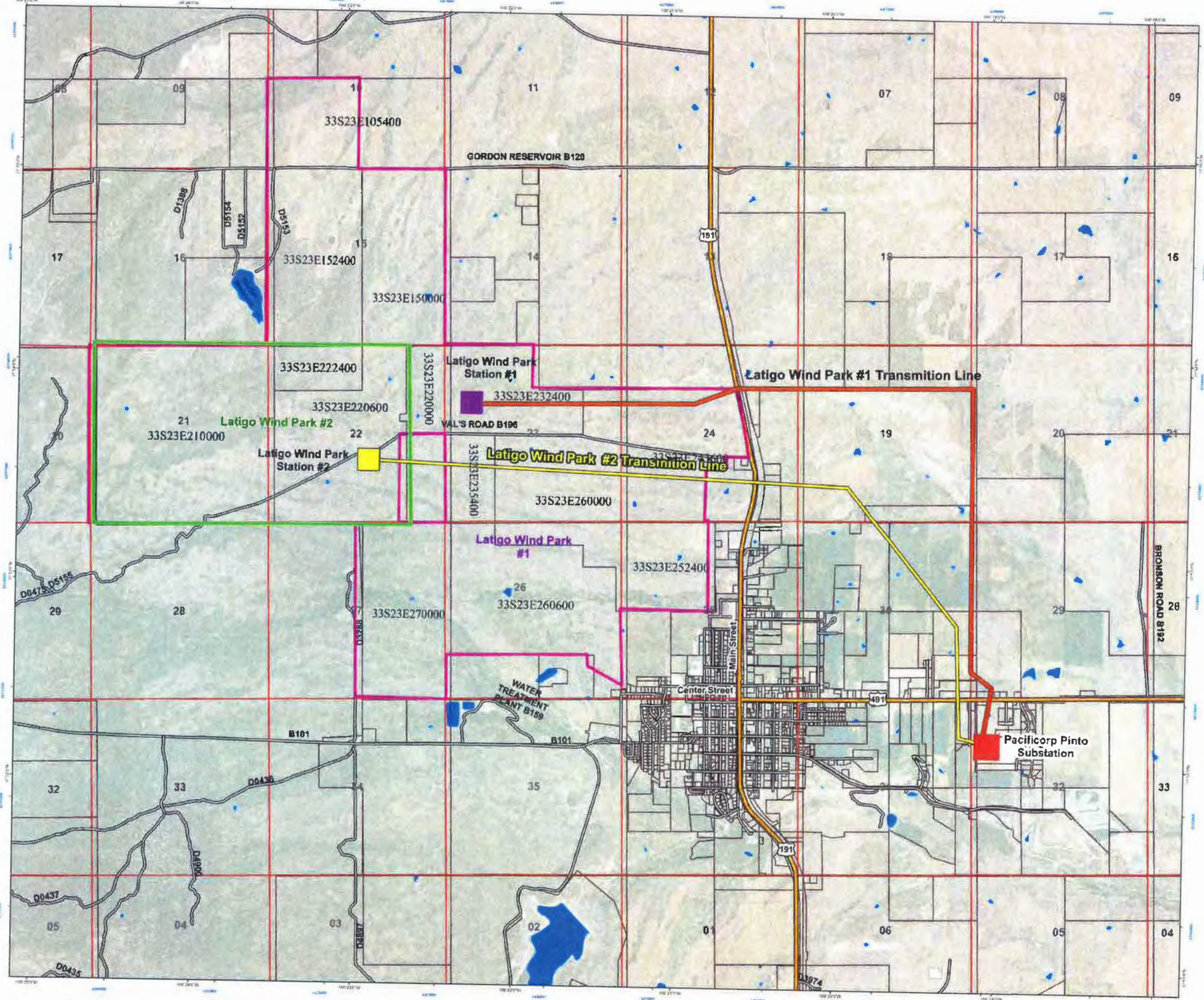
March 30, 2011	Facility Site Information						Latigo Site Control Documents			San Juan County Recorder's Info.			
Generation & Transmission Line Interconnection Requirements	Item No.	Section No.	Township	Acreege	Parcel No.	Land Owner	Lease Agreement Execution Date OR Transmission Easement Date	Memorandum Agreement Execution Date	Land Owner Statement of Agreement	Memorandum Recording Date	Entry No.	Book	Page
Generation	1	21	T33S	640.00	33S23E210000	Redd Enterprises, Ltd.	9-Jul-12	9-Jul-12		25-Oct-12	117210	944	535 - 547
Generation	2	22	T33S	80.00	33S23E222400	Grayson W. Redd	30-Aug-11	18-May-12		1-Jun-12	116009	939	544 - 554
Collector Substation	3	22	T33S	399.00	33S23E220600	Redd Enterprises, Ltd.	9-Jul-12	9-Jul-12		25-Oct-12	117210	944	535 - 547
Generation	4	22	T33S	81.00	33S23E220000	John M. Scorup -Trustee*	15-Jun-11	19-Jul-23		11-Mar-13	118174	948	465 - 509
Generation & Trans Line	5	22	T33S	20.00	33S23E227200	Daniel W. Bingham	12 Feb 2013 - 12 Feb 2015	22-Feb-13		27-Mar-13	118280	948	932 - 935
Generation	6	22	T33S	10.00	33S23E227202	Edward Cole, Trustee	12 Feb 2013 - 12 Feb 2015	22-Feb-13		1-Mar-13	118102	948	96 - 98
Generation	7	22	T33S	5.00	33S23E229000	Patrick K. Barr	12 Feb 2013 - 12 Feb 2015	22-Feb-13		1-Mar-13	118103	948	99 - 101
Generation	8	22	T33S	5.00	33S23E229001	Patrick K. Barr	12 Feb 2013 - 12 Feb 2015	22-Feb-13		1-Mar-13	118098	948	84 - 86
Generation	9	22	T33S	5.00	33S23E229002	Kelly Barr	12 Feb 2013 - 12 Feb 2015	24-Feb-13		4-Mar-13	118112	948	135 - 137
Generation	10	22	T33S	5.00	33S23E229003	Gregory Barr	12 Feb 2013 - 12 Feb 2015	22-Feb-13		1-Mar-13	118099	948	87 - 89
Transmission Line	11	23	T33S	80.00	33S23E235400	Redd Enterprises, Ltd.	9-Jul-12	9-Jul-12		25-Oct-12	117210	944	535 - 547
Transmission Line	12	23	T33S	280.00	33S23E234800	Jones Enterprises	26-Aug-11	26-Apr-12		15-Jun-12	116102	939	932 - 943
Transmission Line	13	24	T33S	287.20	33S23E243600	Jones Enterprises	26-Aug-11	26-Apr-11		15-Jun-12	116102	939	932 - 943
Transmission Line	14	24	T33S	28.00	33S23E248401	Four Corner School							
Transmission Line	15	24	T33S	HWY-191	33S23E240600	State of Utah Road Commission	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	16	24	T33S	16.06	33S23E249000	Corinne Roring**	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	17	24	T33S	93.15	33S23E241800	Gary Halls		15-Jun-12		5-Jul-12	116246	940	436 - 451
Transmission Line	18	19	T33S	16.06	33S24E191200	Gary Halls		15-Jun-12		5-Jul-12	116246	940	436 - 451
Transmission Line	19	19	T33S	37.66	33S24E196600	Lemuel H. Redd							
Transmission Line	20	30	T33S	148.47	33S24E302400	Lemuel H. Redd							
Transmission Line	21	30	T33S	160.00	33S24E300000	Gary Halls							
Transmission Line	22	30	T33S	40.00	33S24E307200	Jimmie L. Forrest, Trustee	29-Aug-11	26-Apr-12		1-Jun-12	116011	939	568 - 580
Transmission Line	23	30	T33S	22.12	A33240309000	Sandy Johnson							
Transmission Line	24	30	T33S	8.90	A33240309002	Guy Tracy							
Transmission Line	25	30	T33S	1.51	A33240309005	Kelly Tracy							
Transmission Line	26	31	T33S	4.56	A33240309003	Nell Dalton							
Transmission Line	27	31,32	T33S	HWY-491	Access Road	State of Utah Road Commission	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	28	31	T33S	37.59	A33240310003	Ruel S. Randall - Trustee							
Transmission Line	29	31	T33S	cross	1300 East (Road)	City of Monticello	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	30	31,32	T33S	cross	Access Road	Pacificorp				Requires easement from Pacificorp Property Division			
Connector Substation	31	32	T33S	24.24	A33240323600	Pinto Substation	Requires Interconnection Agreement			Requires Interconnection Agreement			

* Mr. Scorup passed away August 24, 2013

** Corinne Roring has executed a letter stating she DID NOT and HAS NOT given Latigo Wind Park, LLC permission to cross or use her land.

July 5, 2012		Facility Site Information						Latigo Site Control Documents			San Juan County Recorder's Info.			
Generation & Transmission Line Interconnection Requirements	Included on LGIA Map	Item No.	Section No.	Township	Acreage	Parcel No.	Land Owner	Lease Agreement Execution Date OR Transmission Easement Date	Memorandum Agreement Execution Date	Land Owner Statement of Agreement	Memorandum Recording Date	Entry No.	Book	Page
Generation	Yes	1	21	T33S	640.00	33S23E210000	Redd Enterprises, Ltd.	9-Jul-12	9-Jul-12	No	25-Oct-12	117210	944	535 - 547
Generation	Yes	2	22	T33S	80.00	33S23E222400	Grayson W. Redd	30-Aug-11	18-May-12	No	1-Jun-12	116009	939	544 - 554
Generation	Yes	3	22	T33S	399.00	33S23E220600	Redd Enterprises, Ltd.	9-Jul-12	9-Jul-12		25-Oct-12	117210	944	535 - 547
Generation	Yes	4	22	T33S	81.00	33S23E220000	John M. Scorup -Trustee*	15-Jun-11	11-Mar-13		11-Mar-13	118174	948	465 - 509
Generation	No	5	27	T33S	320.00	33S23E270000	Nell Dalton, Trustee							
Generation	No	6	26	T33S	404.60	33S23E260600	Nell Dalton, Trustee							
Generation	No	7	26	T33S	90.00	33S23E260000	Jones Enterprises, Ltd							
Generation	No	8	25	T33S	160.00	33S23E252400	Jones Enterprises, Ltd							
Generation & Trans Line	Yes	9	24	T33S	287.20	33S23E243600	Jones Enterprises, Ltd	26-Aug-11	26-Apr-12		15-Jun-12	116102	939	932 -943
Generation	Yes	10	23	T33S	280.00	33S23E234800	Jones Enterprises, Ltd	26-Aug-11	26-Apr-12		15-Jun-12	116102	939	932 -943
Generation & Trans Line Collector Substation	No	11	23	T33S	200.00	33S23E232400	John M. Scorup -Trustee*	15-Jun-12	11-Mar-13	No	11-Mar-13	118174	948	465 - 509
Generation	No	12	23	T33S			San Juan County - County Rd B196 Val's Road	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Generation	Yes	13	23	T33S	80.00	33S23E235400	Redd Enterprises, Ltd.	9-Jul-12	9-Jul-12		25-Oct-12	117210	944	535 - 547
Generation	No	14	15	T33S	120.00	33S23E150000	Jones Enterprises, Ltd	26-Aug-11	26-Apr-12		15-Jun-12	116102	939	932 -943
Generation	No	15	15	T33S	317.00	33S23E152400	Grayson W. Redd	30-Aug-11	18-May-12		1-Jun-12	116009	939	544 - 554
Generation	No	16	15	T33S	4.00	33S23E153000	San Juan County - County Rd B120 Gordon Reservoir Road	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Generation	N/A	17	10	T33S	317.00	33S23E105400	Deleted	Deleted	Deleted	Deleted	Deleted	Deleted	Deleted	Deleted
Generation	No	18	10	T33S	52.52	33S23E105401	An Bradshaw							
Generation	No	19	10	T33S	52.12	33S23E105402	Daniel R. Davidson							
Generation	No	20	10	T33S	52.48	33S23E104800	Frank B. Redd							
Generation & Trans Line	Yes	9	24	T33S	287.20	33S23E243600	Jones Enterprises, Ltd		26-Apr-12		15-Jun-12	116102	939	932 -943
Transmission Line	Yes	21	24	T33S	HWY-191	33S23E240600	State of Utah Road Commission	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	No	22	24	T33S	6.58	33S23E241200	Robert H. Lisenby (et al)	7-Jul-12	19-Oct-12		2-Apr-13	118314	949	57 - 73
Transmission Line	No	23	24	T33S	156.75	33S23E240000	Robert H. Lisenby (et al)							
Transmission Line	No	24	19	T33S	37.24	33S24E193000	Robert H. Lisenby (et al)							
Transmission Line	No	25	19	T33S	40.00	33S24E192400	Cooper F. Jones							
Transmission Line	No	26	19	T33S	80.00	33S24E190000	David & Tamara Kopta							
Transmission Line	Yes	27	31	T33S	cross	1300 East (Road)	City of Monticello	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	Yes	28	19	T33S	381.00	33S24E191200	Gary F. Halls		15-Jun-12		5-Jul-12	116246	940	436 - 451
Transmission Line	Yes	29	19	T33S	37.66	33S24E196600	Lemuel H. Redd, IV.							
Transmission Line	Yes	30	30	T33S	160.00	33S24E300000	Gary F. Halls							
Transmission Line	Yes	31	30	T33S	40.00	33S24E307200	Jimmie L. Forrest, Trustee	29-Aug-11	26-Apr-12		1-Jun-12	116011	939	568 - 580
Transmission Line	Yes	32	30	T33S	22.12	A33240309000	Sandy Johnson							
Transmission Line	No	33	20	T33S	400.00	33S24E200000	Regan Bronson							
Transmission Line	No	34	20	T33S	80.00	33S24E206000	Regan Bronson							
Transmission Line	No	35	29	T33S	350.00	33S24E292400	Gary F. Halls		15-Jun-12		5-Jul-12	116246	940	436 - 451
Transmission Line	No	36	29	T33S	73.64	33S24E295400	Nell Dalton, Trustee							
Transmission Line	No	37	29	T33S	2.97	A33240296000	Nell Dalton, Trustee							
Transmission Line	Yes	38	29	T33S	HWY-491	33S23E240600	State of Utah Road Commission	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Transmission Line	No	39	32	T33S	16.69	A33240323002	Charles B. Pearson		26-Apr-12		1-Jun-12	17-Aug-17	27-Jul-02	581 - 593
Transmission Line	Yes	40	31,32	T33S	cross	Access Road	Pacificorp				Requires easement from Pacificorp Property Division			
Connector Substation	Yes	41	32	T33S	24.24	A33240323600	Pinto Substation	Requires Interconnection Agreement			Requires Interconnection Agreement			

* Mr. Scorup passed away August 24, 2013



All data is derived from the following sources:
 1. Aerial photography
 2. The State of Ohio
 3. The U.S. Geological Survey
 4. The U.S. Census Bureau
 5. The U.S. Environmental Protection Agency
 6. The U.S. Forest Service
 7. The U.S. National Aeronautics and Space Administration
 8. The U.S. National Oceanic and Atmospheric Administration
 9. The U.S. National Weather Service
 10. The U.S. Postal Service
 11. The U.S. Social Security Administration
 12. The U.S. Tax and Customs Administration
 13. The U.S. Treasury Department
 14. The U.S. Department of Justice
 15. The U.S. Department of Education
 16. The U.S. Department of Health and Human Services
 17. The U.S. Department of Energy
 18. The U.S. Department of Agriculture
 19. The U.S. Department of the Interior
 20. The U.S. Department of Transportation
 21. The U.S. Department of Veterans Affairs
 22. The U.S. Department of Housing and Urban Development
 23. The U.S. Department of Labor
 24. The U.S. Department of State
 25. The U.S. Department of Defense
 26. The U.S. Department of Justice
 27. The U.S. Department of Justice
 28. The U.S. Department of Justice
 29. The U.S. Department of Justice
 30. The U.S. Department of Justice

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 Printed in the United States of America
 10 9 8 7 6 5 4 3 2 1

Map Legend

- US Highway
- State Highway
- Road
- County Street
- Latigo Wind Park #1 Boundary
- Latigo Wind Park #2 Boundary
- Latigo Wind Park Station #1
- Latigo Wind Park Station #2
- Latigo Wind Park #1 Transmission Line
- Latigo Wind Park #2 Transmission Line

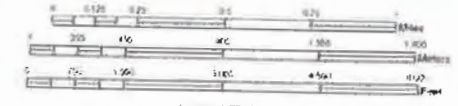


Exhibit H

TRANSMISSION SERVICES

MAR 30 2011



Wasatch Wind
INTERMOUNTAIN

Tom Fishback
PacifiCorp - Large Generation Interconnection Service Account Manager
1033 NE 6th Ave, 16th Floor
Portland, OR 97232
Office: 503.813.6102
Fax: (503) 813-6893
Thomas.Fishback@PacifiCorp.com

TRANSMISSION SERVICES

MAR 30 2011

March 25, 2011

**Subject: Large Generator Interconnection Request
59.2 MW Latigo Wind Park Project**

Dear Mr. Fishback

We hereby formally request interconnection with PacifiCorp for a Large Generator Interconnection of 59.2 MW involving the Latigo Wind Park (the "Project"). This project is located about 2.5 miles NW of Monticello, UT in San Juan County. This is a wind generation project that will utilize 37 - GE XLE Wind Turbines that are rated 1.6 MW each. The proposed COD date is December 31, 2012.

There will be one interconnect point studied into the Pinto Substation at the 138kV bus shown on the attached project location drawing.

Included with the enclosed Appendix 1 to LGIP - Interconnection Request for a Large Generating Facility Application are the following attachments:

Attachment A - This attachment include the Project maps.

- Point of Interconnect Map
- Project Location Map

Attachment B - Project Electrical Oneline Diagram, Drawing E1-1.

Attachment C - Appendix 1 of the LGIP

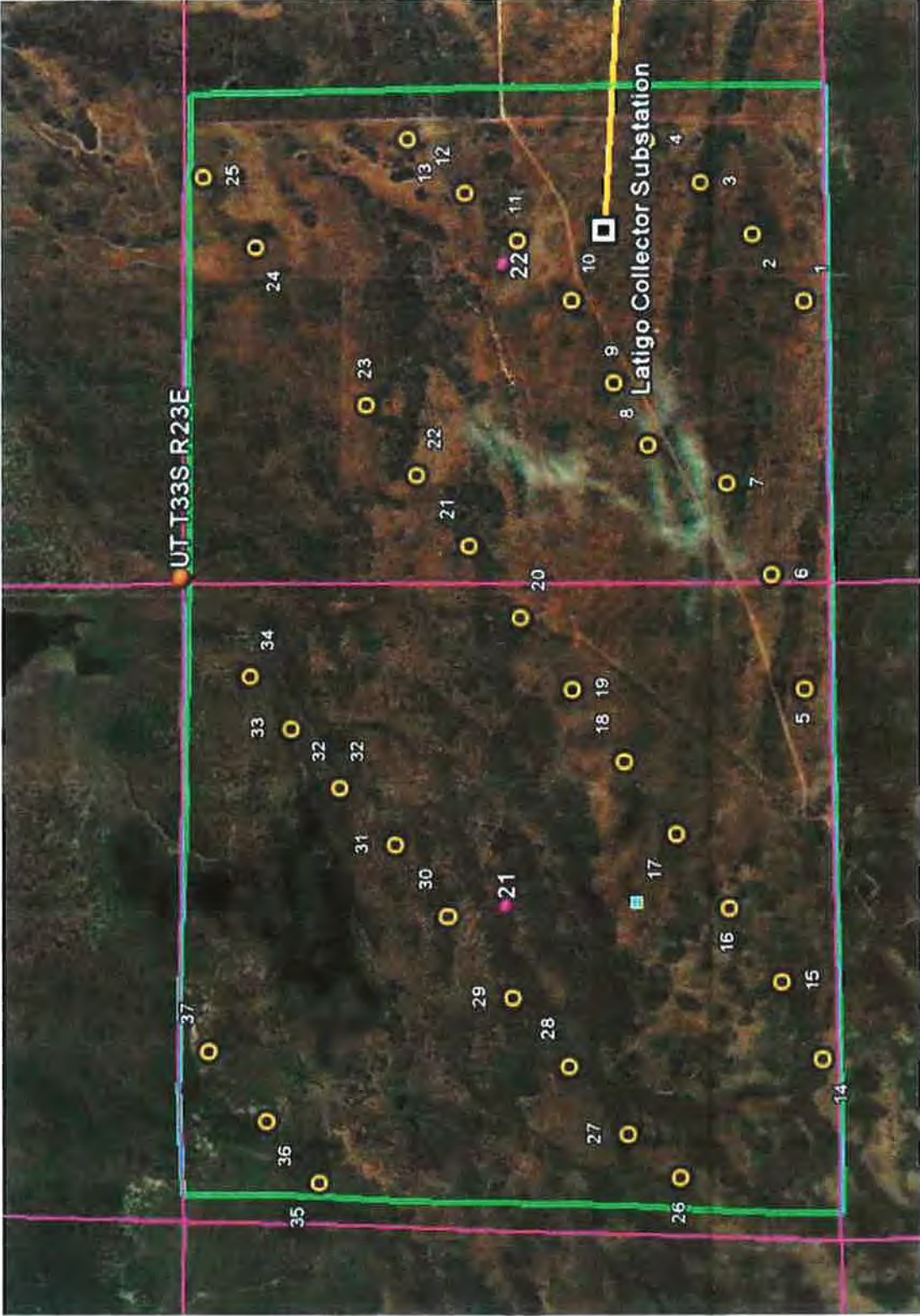
Thank you for your attention to this matter. Please contact me at 435-503-8814 if you have any questions.

Sincerely,

Christine Mikell
Director of Development
Wasatch Wind Intermountain, LLC



Exhibit I

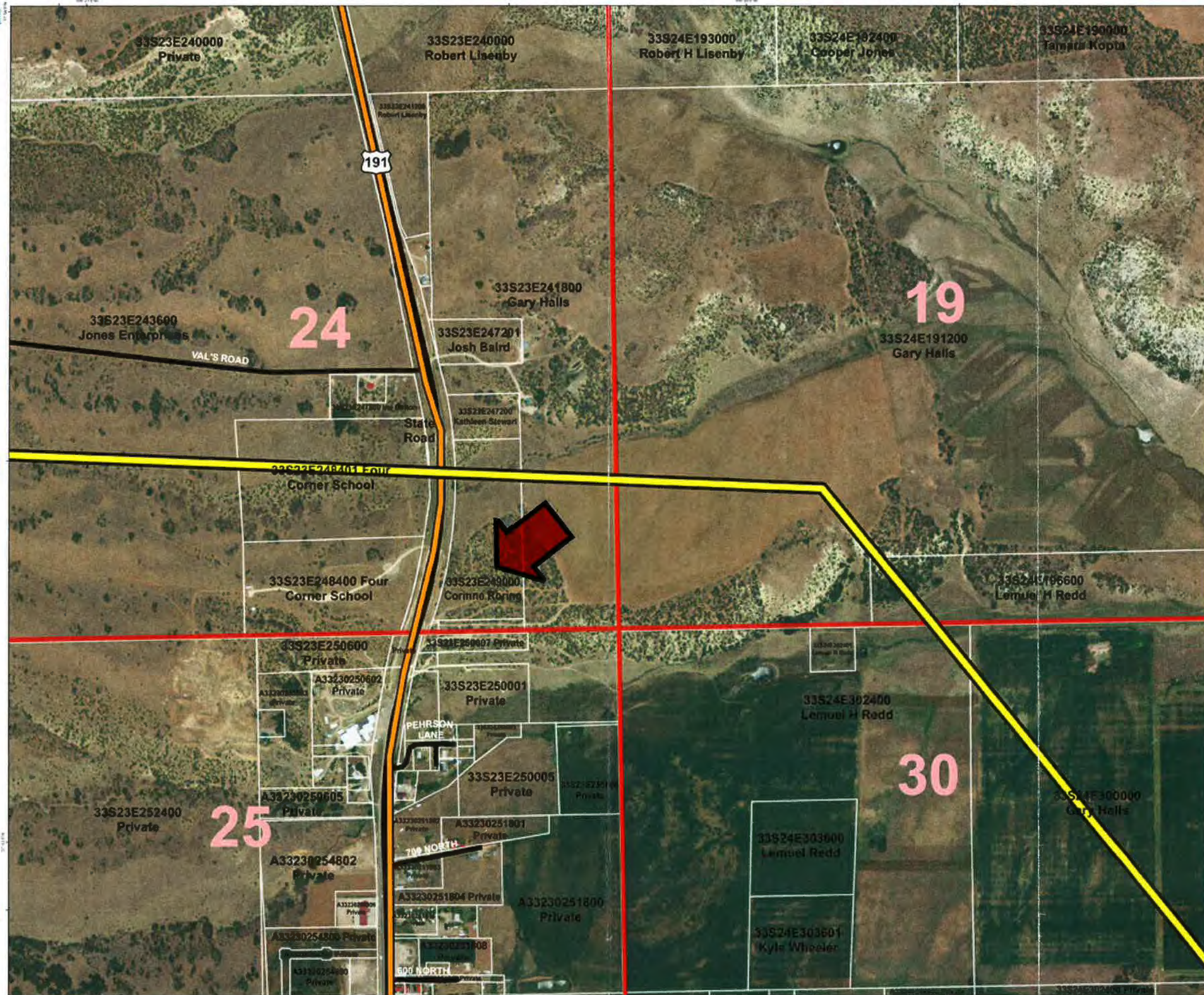


Latigo Wind Park, LLC
59.2MW Wind Farm
Site Overview



Latigo Wind Park, LLC
59.2MW Wind Farm
Interconnection Overview

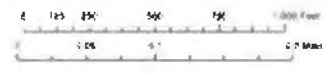
Exhibit J

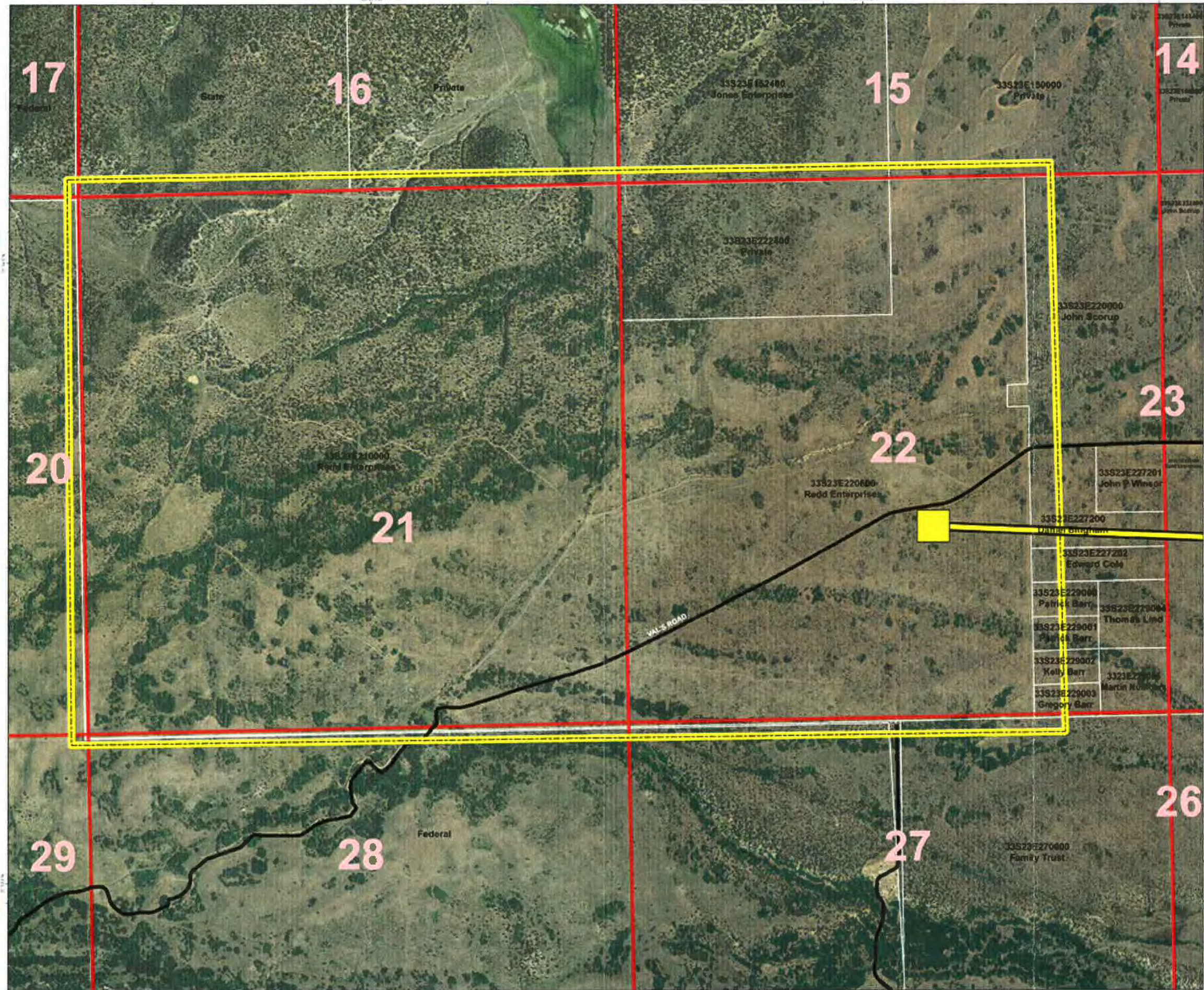


**T33SR23E
MAP 2**

- Map Legend**
- US Highway
 - State Highway
 - Highway
 - County & City Road
 - Edge LGA Treatment Line
 - Edge LGA Treatment Line
 - Edge LGA Boundary (Reserved for San Jose County)
 - Edge LGA Map Boundary (Reserved for Pajero)
 - Edge LGA Status of Map (Reserved for San Jose)
 - Edge LGA Map Boundary (Reserved for Pajero)

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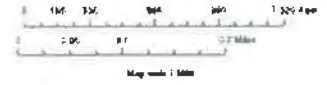




T33SR23E
MAP 4

- Map Legend**
- ES Highway
 - State Highway
 - Highway
 - County & City Road
 - Large E23 Boundary (shown in San Juan County)
 - Large E23 Map Boundary (shown in Pacific)
 - Large E23 Map Area (on map presented in San Juan County)
 - Large E23 Map Area (on map presented in Pacific)

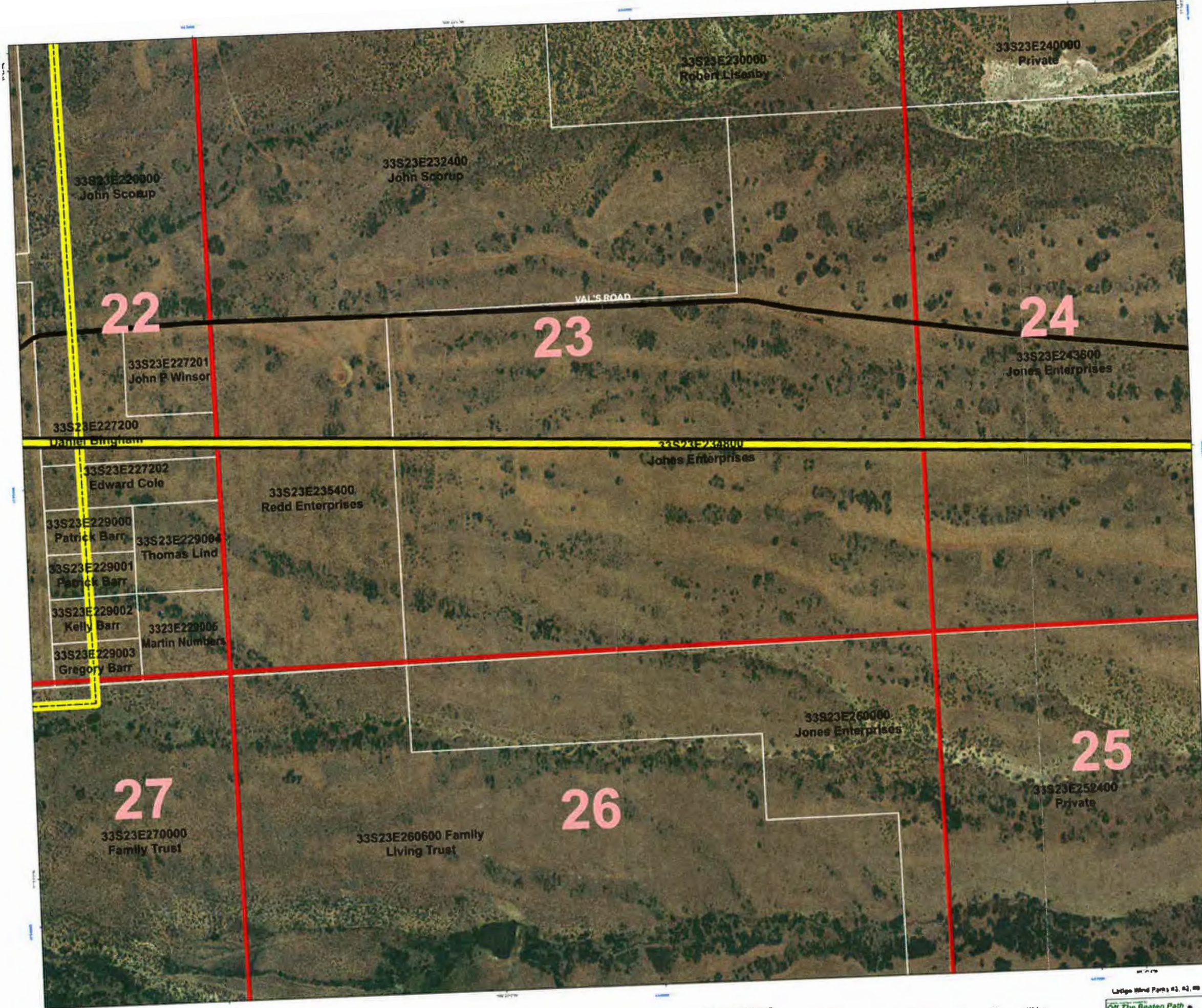
Map Scale: 1 inch = 1 mile
 0 100 200 300 400 500 Feet
 0 0.1 0.2 0.3 0.4 Miles



Large Wind Parks #1, #2, #3

Off The Beaten Path
Maps

www.offthemap.com

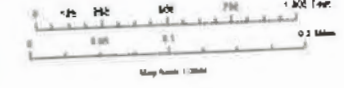


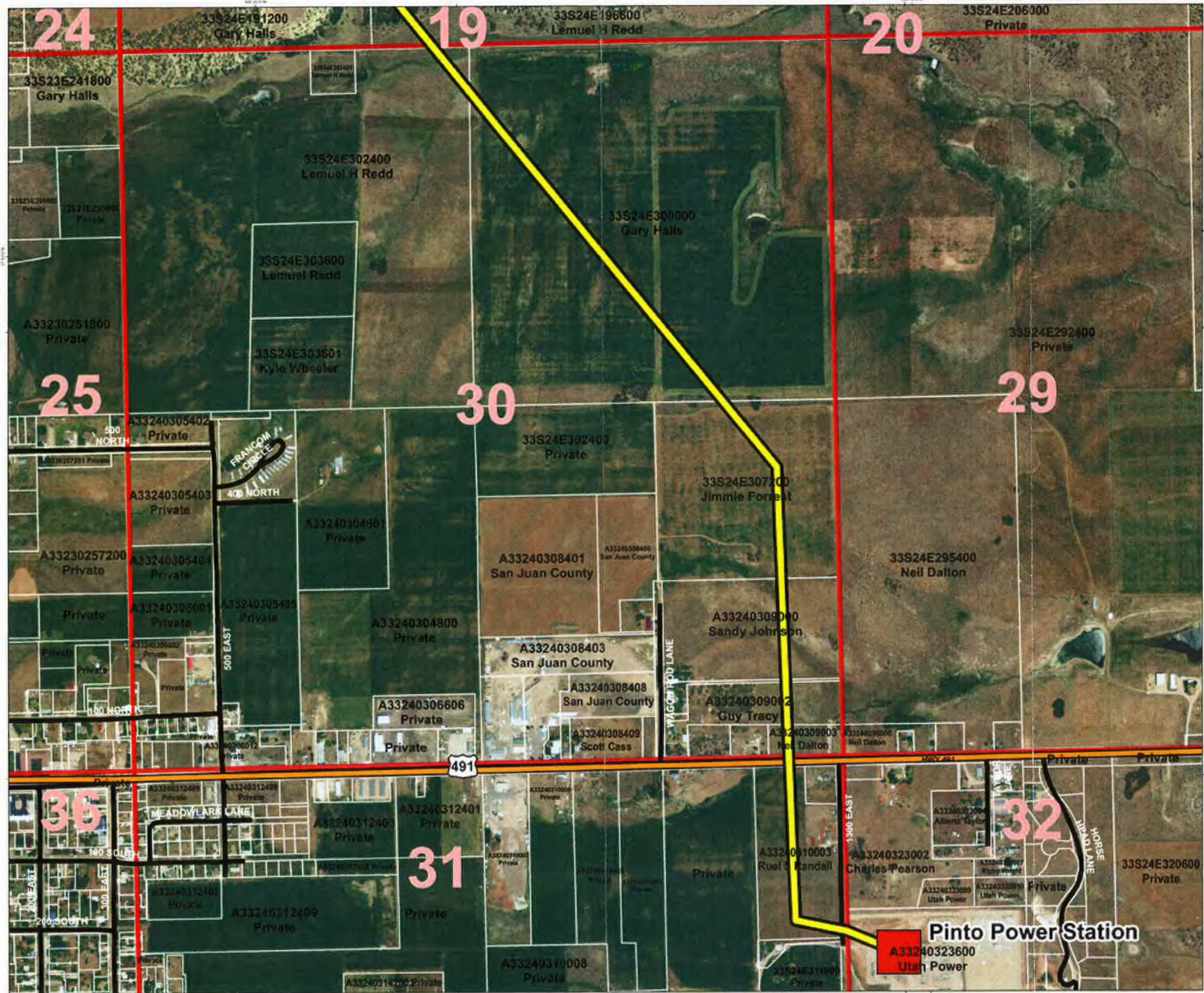
**T33SR23E
MAP 3**

- Map Legend**
- US Highway
 - State Highway
 - Local Highway
 - Easement & Rip Right
 - Large EGS Transmission Line
 - Large EGS Transmission Line

- Large EGS Boundary Proposed to State Map 4 owner
- Large EGS Map Boundary Proposed to Pacificorp
- Large EGS Section All Map Proposed to State Map 4 owner
- Large EGS Section All Map Proposed to Pacificorp

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**T33SR23E
MAP 4**

- Map Legend**
- 1/4 Section
 - 1/2 Section
 - 3/4 Section
 - Section
 - Township & Range
 - Large LGA Boundary - Private
 - Large LGA Boundary - Public
 - Large LGA Boundary - State
 - Large LGA Boundary - Other
 - Large LGA Boundary - Unimproved

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Exhibit K

PACIFICORP

OPEN ACCESS TRANSMISSION TARIFF

FERC ELECTRIC TARIFF

VOLUME No. 11

The OATT herein contains all currently-effective tariff revisions, including those approved in the settlement of Docket No. ER11-3643 related to the transmission rate case (the subsequent tariff compliance filing following the settlement order is still pending before the Federal Energy Regulatory Commission).

The OATT also includes language from the following docket that is still pending a final order from the Commission:

- Docket No. ER12-2508 - OATT Revised Section 14 Compliance Filing

IV. LARGE GENERATION INTERCONNECTION SERVICE

36 Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating:
(1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility;
(2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

Small Generating Facility shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the

IV. LARGE GENERATION INTERCONNECTION SERVICE

38 Interconnection Requests

38.1 General: An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to this LGIP and a refundable deposit of \$10,000. Transmission Provider shall apply the deposit toward the cost of an Interconnection Feasibility Study. Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, Transmission Provider and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

38.2 Identification of Types of Interconnection Services: At the time the Interconnection Request is submitted, Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described; provided, however, any Interconnection Customer requesting Network Resource Interconnection Service may also request that it be concurrently studied for Energy Resource Interconnection Service, up to the point when an Interconnection Facility Study Agreement is executed. Interconnection Customer may then elect to proceed with Network Resource Interconnection Service or to proceed under a lower level of interconnection service to the extent that only certain upgrades will be completed.

deliver electricity to any specific customer or Point of Delivery. The Transmission Provider may also study the Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the Transmission Provider must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

38.3 Valid Interconnection Request:

38.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a \$10,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of \$10,000. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If Interconnection Customer demonstrates Site Control within the cure period specified in Section 38.3.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

The expected In-Service Date of the new Large Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for Transmission Provider's expansion planning period) not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer demonstrates that engineering, permitting and construction of the new Large Generating Facility or increase in capacity of the existing Generating Facility will take

valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection.

Transmission Provider and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 41.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

38.4 OASIS Posting: Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for

Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an LGIA or requests that Transmission Provider file an unexecuted LGIA with FERC. Before holding a Scoping Meeting with its Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so. Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Large Generating Facility's In-Service Date.

38.5 Coordination with Affected Systems: Transmission Provider will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this LGIP. Transmission Provider will include such Affected System Operators in all meetings held with Interconnection Customer as required by this LGIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider which may be an Affected System shall cooperate with Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

38.6 Withdrawal: Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided

IV. LARGE GENERATION INTERCONNECTION SERVICE

39 Queue Position

39.1 General: Transmission Provider shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 38.3.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 39.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing the Interconnection Studies and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

Transmission Provider may allocate the cost of the common upgrades for clustered Interconnection Requests without regard to Queue Position.

39.2 Clustering: At Transmission Provider's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If Transmission Provider elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together without regard to the nature of the underlying Interconnection Service, whether Energy Resource Interconnection Service or Network Resource Interconnection Service. The deadline for

Exhibit L

Exhibit M

Gary G. Sackett, USB 2841
JONES WALDO HOLBROOK & McDONOUGH, P.C.
170 South Main, Suite 1500
Salt Lake City, Utah 84101
Telephone: 801-534-7336
Facsimile: 801-328-0537
gsackett@joneswaldo.com

Attorney for Latigo Wind Park, LLC

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of)	Docket No. 13-035-116
Rocky Mountain Power for Approval of)	
Power Purchase Agreement Between)	COMMENTS OF
PacifiCorp and Latigo Wind Park, LLC)	LATIGO WIND PARK, LLC
)	

Pursuant to the procedural schedule issued by the Commission on August 6, 2013, Latigo Wind Park, LLC (“Latigo”) submits its Comments in this proceeding seeking timely Commission approval of a purchase power agreement (“PPA”) between Rocky Mountain Power and Latigo.

BACKGROUND

Latigo has been in the process of developing a wind-powered electric generation project in San Juan County, Utah (“Latigo Project”) since 2006, when it began negotiating for certain leasehold interests and data-generating capabilities in San Juan County, Utah.

Rocky Mountain Power is a “purchasing utility” under Utah Code Ann. § 54-12-2,

and the Latigo Project is a qualifying facility under the terms of the Public Utility Regulatory Policies Act of 1978, Utah Code Ann. § 54-12-1 *et seq.* and related Commission orders. As a key element to the development of the Latigo Project, Latigo and Rocky Mountain Power have negotiated a PPA for the purchase and sale of electric power from the Latigo Project.

Latigo has also negotiated and executed an interconnection agreement with Rocky Mountain Power for delivering power to Rocky Mountain Power's transmission system.

On July 13, 2013, Rocky Mountain Power submitted an application for Commission approval of the PPA between Rocky Mountain Power and Latigo in connection with the Latigo Project.

THE APPROVAL PROCESS

PPA approval before the Commission is a relatively straightforward procedure under the terms of the Commission's prior orders and Rocky Mountain Power's applicable tariff provisions.

Pursuant to the detailed procedures set forth in Electric Service Schedule No. 38 of Rocky Mountain Power Company's P.S.C.U. Tariff No. 47, Latigo negotiated and executed a PPA, dated July 3, 2013, with Rocky Mountain Power under Part I of that Schedule. The purchase prices set forth in the PPA were calculated using the methodology approved by the Commission in Docket No. 03-035-14. Rocky Mountain Power has represented that the PPA conforms to the requirements established by the Commission in Docket No. 03-035-14 for avoided-cost PPAs with a qualifying-facility project.¹

¹Dkt. No. 13-035-116, Rocky Mountain Power App. ¶¶ 5-6.

Also, pursuant to the terms of Part II of Schedule No. 38, Latigo has negotiated and executed an interconnection agreement with Rocky Mountain Power to govern the physical interconnection to its transmission system. This interconnection agreement with Rocky Mountain Power is governed by the open-access transmission requirements established by the Federal Energy Regulatory Commission. In that regard, Rocky Mountain Power has affirmed that the Latigo project will be “fully integrated with the Rocky Mountain Power system.”²

As the parties have satisfied all the relevant requirements of Schedule No. 38, it only remains for the Commission to approve the PPA under § I.B.7 of Schedule No. 38.

TIMING OF COMMISSION APPROVAL

Under § 45 of the Internal Revenue Code,³ certain renewable electricity production from “qualified energy resources” is subject to a substantial tax credit. Electricity generated from wind is one such resource, and the Latigo Project will qualify for the § 45 tax credit if it has progressed sufficiently by the end of calendar 2013. If it has not satisfied the IRS criteria for sufficient advancement of the project by year end, the credits will not be available to Latigo. More importantly, the availability of the § 45 tax credit makes the Latigo Project financially viable, while the inability of Latigo to obtain the tax credit will seriously compromise its ability to go forward with the project.

Therefore, it is essential to the financial viability of the Latigo Project that Commission approval of the PPA be issued promptly in order for Latigo to secure the benefits of the § 45 tax credits that will expire for the project on December 31, 2013.

²*Id.* ¶ 7.

³26 U.S.C. § 45 (2013).

In response to an inquiry from Presiding Officer Jordan White at a scheduling hearing held on August 2, 2013, Andrew Fales, speaking on behalf of Latigo, explained the importance of the timing in obtaining Commission approval of the PPA:

[U]nder the Section 45 of the Internal Revenue Code, the production tax credit expires at the end of this year, unless the project has begun construction or met a safe harbor requirement, and in order to begin construction or meet a safe harbor requirement, and in order to begin construction, it has to be of a significant nature, the IRS said in one of its notices. And significant nature includes building—or clearing the roads, digging foundations, pouring foundation, those kinds of things. And so [if] those kinds of activities haven't begun, which costs millions of dollars, the project does not qualify for the production tax credit.

On the other hand, if the project spends five percent of the project costs by the end of the year on turbines, or road, or foundations, or collection lines, or whatever the case may be, then the project is “safe-harbored” for the purpose of the production tax credit and will be considered to be under construction by the end of the year. . . . Now in order to finance [five percent of the cost], the financing community requires an approved PPA because that is the security behind all the financing.⁴

Mr. Fales went on to point out that, “Typically, after the PPA gets approved, it takes, roughly, 60 days to close the financing.”⁵

The United States Congress and the Utah State Legislature have articulated and codified public policies that encourage the development of renewable energy resources such as the Latigo Project. Indeed, the § 45 tax credit is an important manifestation of such policies. It would, therefore, advance the national and state interests to approve a project which, but for the availability of the § 45 tax credit, may not be financially viable. Accordingly, the Commission’s timely approval of the PPA in this proceeding is directly in the public interest and should be issued as soon as practicable.

⁴Dkt. Nos. 13-035-115 and 13-035-116, “Rescheduling of Continued Scheduling Conference.”Tr. 24-25.

⁵*Id.* 26.

WHEREFORE, Latigo Wind Park, LLC, respectfully urges the Commission to issue its order approving the Latigo-Rocky Mountain Power PPA on a timely basis to permit Latigo to obtain the benefits of IRC § 45 tax credits due to expire on December 31, 2013.

JONES WALDO HOLBROOK & McDONOUGH, P.C.

/s/ Gary G. Sackett _____
Gary G. Sackett
Attorney for Latigo Wind Park, LLC

Dated: August 26, 2013

CERTIFICATE OF SERVICE

I certify that a true and correct copy of COMMENTS OF LATIGO WIND PARK, LLC, in PSCU Docket No. 13-035-116 was served by e-mail this 20th day of August 2013 on the following:

ROCKY MOUNTAIN POWER:

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/s/ Joani Anderton

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gsackett@joneswaldo.com

Attorneys for Latigo Wind Park, LLC

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of)	Docket No. 13-035-116
Rocky Mountain Power for Approval of)	
Power Purchase Agreement Between)	
PacifiCorp and Latigo Wind Park, LLC)	
)	
)	REPLY COMMENTS OF LATIGO WIND PARK, LLC

Pursuant to the procedural schedule issued by the Commission on August 6, 2013, Latigo Wind Park, LLC (“Latigo”) submits its Reply Comments in this proceeding seeking timely Commission approval of a purchase power agreement between Rocky Mountain Power and Latigo for a wind project in San Juan County (the “Latigo PPA”).

Four parties in addition to Latigo have filed initial comments on Rocky Mountain Power’s application to the Commission to approve the Latigo PPA: the Division of Public Utilities (“Division”), the Office of Consumer Services (“Office”), Utah Clean Energy and Ellis-Hall Consultants, LLC (“Ellis-Hall”).

Division. The Division has recommended approval of the Latigo PPA. Although the Division takes the opportunity through its Report to state that it would prefer a dif-

ferent pricing methodology to be applied to agreements of this type, it confirms that Rocky Mountain Power has properly processed and agreed to terms, including pricing, that fully comport with the provisions of applicable Commission orders and Rocky Mountain Power's tariff—Electric Service Schedule No. 38—in effect and applicable to Latigo's project at the time that the Latigo PPA was negotiated and executed.

Latigo understands the Division's desire to reiterate its position that the Commission should "change its directives (e.g., its approved methodologies) as circumstances change,"¹ but the important element of the Division's recommendation on the issue directly before the Commission is that "[t]he PPA appears to comply with Commission orders," and that "[t]he parties appear to have negotiated in good faith relying on the prior Commission orders."²

Indeed, the parties *have* complied with Commission orders and tariff provisions applicable to Latigo's project. That should be the only test for Commission approval. The Division, in its role as independent analyst for the general public interest,³ has found that the Latigo project warrants approval, noting that "deviation from the relevant past orders in this case would undermine the stability, predictability and reliability of Commission orders."⁴ Indeed, energy projects that require certain Commission approval are entitled to regulatory stability and the predictability of the application of Commission orders. For otherwise, the development of projects that have been found to be in

¹Division Report, at 7.

²*Id.* at 6.

³The Division is to "represent the public interest in matters and proceedings involving regulation of a public utility pending before any . . . commission." Utah Code Ann. § 54-4a-1(1)(b) (2012). It is, in effect, the statutory "watchdog" for the general public interest.

⁴*Id.* at 7.

the general public interest would be repressed; entrepreneurs who could contribute to these developments would be discouraged for moving forward; and the Utah energy picture would be the poorer for it.

Office. The Office, as does the Division, expresses its disagreement with the Latigo PPA pricing as a general matter. Nevertheless, it concedes that the Latigo PPA complies with the regulatory and legal requirements applicable during the time from Latigo's initial contacts with Rocky Mountain Power to the final execution of the PPA: "With respect to the pricing given to Latigo in this PPA, the Office recognizes that the Company has met the requirements ordered by the Commission."⁵ The Office concedes the point a second time when it states that it "does not dispute that the Company has followed the Commission ordered method in establishing pricing for Latigo."⁶

What more would the Office ask of the Latigo and Rocky Mountain Power in this proceeding? The two parties have complied with the applicable regulations, tariffs and Commission orders in effect at the time of their PPA negotiations and final execution. In effect, the Office's failure to recommend or agree to approval of the Latigo PPA is an attempt to use Latigo's straightforward PPA approval docket as a forum to re-litigate the general issue of the timing of the Commission's newly adopted pricing methodology.⁷ However, the Commission has already spoken on the issue of when the modified pricing regimen will be effective. "Future requests for indicative pricing for wind QFs under

⁵Office Cmts., at 3.

⁶*Id.* at 4.

⁷ The Office has the option to seek rehearing of the Commission's August 16, 2013, order in Docket NO. 12-035-100.

Schedule 38 shall be calculated using the Proxy/PDDRR method.”⁸ Accordingly, this docket is neither the time nor the place for the Office to raise and rehash the timing of future QF pricing issues. As the Office concedes, Rocky Mountain Power has followed the Commission-ordered method in establishing pricing for the Latigo PPA. That should end it. Disapproval at this time would not only be grossly unfair to Latigo, who has spent almost seven years developing its project, but unlawful as well.⁹

Utah Clean Energy. Utah Clean Energy has filed comments that carefully describe the regulatory background for a wind Qualifying Facility (“QF”) such as Latigo’s project and outlining the public-policy reasons that make it appropriate for the Commission to approve the Latigo PPA.

Perhaps the most salient point made in Utah Clean Energy’s comments is the importance of providing energy project owners with a “window of regulatory certainty.” This should be foundational for projects that require long lead times and substantial investments to come to fruition and benefit electricity consumers and the general population. Closing the “window” after a substantial period of major project investment and development—for Latigo, six to seven years—but before approval would almost surely discourage, even stop, others who might otherwise pursue major, beneficial projects. This can’t be what was envisioned by Governor Gary R. Herbert’s office when it emphasized that the State of Utah should provide a stable and friendly business-friendly envi-

⁸*In re: Renewable Avoided Cost Methodology*, Dkt. No. 12-035-100, Order on Phase II Issues, at 43 (P.S.C.U. Aug. 16, 2013).

⁹The Office’s position that the Commission should not approve the Latigo PPA has the characteristics of the Lucy van Pelt football maneuver: Set up the ground rules and, just as Charlie Brown (Latigo) is about to make the play, withdraw the inducement. Aaugh!

ronment.¹⁰

The related points in that regard are the positive economic aspects of moving the Latigo project along to construction and completion: the creation of jobs, investment in Utah, an increased tax base and cleaner energy production. This is in addition to the fundamental reason to approve the Latigo PPA: obtaining additional supplies of renewable energy at stable prices for the next 20 years.

Ellis-Hall. Ellis-Hall's opposition to the Latigo project is a clear attempt by a wind-project competitor of Latigo to place roadblocks in the path of a project that is much further along to producing electricity to add to the grid than its own. To pose as a monitor over Rocky Mountain Power's administration and compliance with applicable law, Commission orders and its own tariff provisions is, at best, disingenuous.

Ellis-Hall claims that Rocky Mountain Power has engaged in preferential treatment of the Latigo project, yet the only aspect of the Company's treatment of Latigo that is "preferential" is that Latigo is well ahead of Ellis-Hall in the development of a viable wind-energy project. Giving preference to a project that has satisfied the criteria set forth by the Commission's orders and Rocky Mountain Power's tariff provisions over one that hasn't yet done so is hardly an unlawful preference. Rocky Mountain Power has simply done what is required of it in the specified PPA procedures.

The incentive for Ellis-Hall to delay a wind project in southeast Utah is not hard to divine: Rocky Mountain Power has finite capacity to interconnect the output of a project in this area without the capital outlay for additional facilities. Ellis-Hall's later-developing project may find itself saddled with those additional costs unless it can delay

¹⁰UTAH'S ECONOMIC DEVELOPMENT PLAN," at 3 (Fall 2010), <http://business.utah.gov/start/econ-plan>.

or stop other San Juan County wind projects. It is, thus, not surprising that Ellis-Hall would fight tooth and toe nail to place obstacles in the path of Latigo in the hopes that it will ultimately avoid interconnection costs. But, such tactics should be identified for what they are and are not: They *are* designed to derail or delay a project that currently has, by the hard efforts of Latigo, developed a competitive advantage over Ellis-Hall. They *are* designed solely to improve the potential financial gain of Ellis-Hall, potentially at the expense of Latigo. They *are not* altruistic exercises designed with the overall public interest as the touchstone—that, after all, is the statutory role of the Division.¹¹ They *are not* the actions of a public-spirited regulatory “watchdog” who is genuinely concerned about the public weal, and the Commission should evaluate Ellis-Halls’s sniping at Rocky Mountain Power’s proper implementation of the applicable regulatory procedures negotiating and executing the Latigo PPA.

In its extensive comments, Ellis-Hall claims in a variety of ways that Rocky Mountain Power has treated Latigo preferentially or otherwise discriminated against Ellis-Hall.¹² But, is it preferential or discriminatory for Rocky Mountain Power to process an application for a PPA where the applicant has dotted all the i’s and crossed all the t’s, vis-à-vis that of a project that is demonstrably behind in various aspects the development a viable project of its own?

Latigo submits that it is not. Behavior cannot be preferential unless there is something or someone who is substantially similarly situated to make a comparison. Ellis-Hall is not such an entity. Not only is in not similarly situated in the apples-and-

¹¹See note 3, *supra*.

¹²Ellis-Hall Obj., at 1-7.

oranges sense, it is more like the egg and hatchling—far different in the relative development from the initial phases of growth into an adult project. An indicative example of the difference in maturity of the two projects is in the installation of MAP towers to gather at least a years' worth of meteorological data: Latigo has five such towers, Ellis-Hall none.

Ellis-Hall goes to great length to establish that the Latigo PPA is legally unenforceable.¹³ This seems an odd position for a non-party to the PPA to take—an entity that could not even qualify as a third-party beneficiary. As a non-party to the Latigo PPA, Ellis-Hall has no actual standing or legitimate reason to declare that it is unenforceable. Ellis-Hall's only reason to raise the point is to cloud an otherwise clear issue: Have the parties properly administered and applied the legal and regulatory provision of the Commission's orders and the Rocky Mountain Power tariff? Yes, they have.

Is the Latigo PPA unenforceable? On its face, the agreement addresses all the essential terms that are required of an enforceable contract. That there are terms in the agreement that recognize a complex power purchase agreement for a 20-year period cannot foresee every turn in the road ahead does not make the contract unenforceable.¹⁴ If commercial parties dealing in complex matters were required to spell out every jot and tittle in a complex agreement, commercial activity would grind to a halt. The key legal requirement is that the "essential" terms of the agreement have been incorporated.

Equally important, the issue of whether or not the 166-page agreement that took

¹³ Ellis-Hall Obj., at 7-20.

¹⁴*Brown's Shoe Fit Co. v. Olch*, 955 P.2d 357, 364 (Utah Ct. App. 1998) (quoting *C & Y Corp. v. General Biometrics, Inc.*, 896 P.2d 47, 52 (Utah Ct. App. 1995)) ("It is not necessary that the contract itself contain all of the particulars of the agreement. The crucial question is whether the parties agreed on the essential terms of the contract."); see also *Nielsen v. Gold's Gym*, 2003 UT 37, 78 P.3d 600, 602.

six months to negotiate is legally enforceable at this stage involves rank speculation on the part of Ellis-Hall. Unenforceability is, in the first instance, the province of one of the parties to an agreement or a beneficiary of the agreement. Here, Ellis-Hall is neither. Further, asking the Commission to find that the PPA is legally unenforceable is tantamount to seeking a declaratory ruling under Commission Rule R746-100. The Commission is in no position to make such a legal determination at this point. Further, one of the key prerequisites for seeking such a ruling is to establish that “no public utility under the Commission’s jurisdiction will be adversely affected by a ruling favorable to the petitioner.”¹⁵ Ellis-Hall cannot satisfy this condition: Were it to extract such a ruling from the Commission, it would indeed have an adverse effect on Rocky Mountain Power, as well as on the general public interest.

As would be normal for two entities negotiating a complex, long-term agreement with major financial ramifications—particularly to the seller, Latigo and Rocky Mountain Power conducted a serious of negotiations, many of them by e-mail, to work out the terms. As one would expect for a complex QF project, there were a number of terms of the PPA that needed the usual back and forth of two parties negotiating a complex contract. Ellis-Hall attempts to cast the normal give and take of such discussions and negotiations as a nefarious exercise designed to thwart the public interest.¹⁶ But, there is nothing insidious about the utility’s and the QF owner’s engaging in normal negotiations that would accommodate the parties’ interest in seeing a project move forward with due pace.

¹⁵Utah Administrative Code § R746-101-2.D (2013).

¹⁶Ellis-Hall Obj., at 4-6.

If the Ellis-Hall project had been in the hopper at roughly the same time as Latigo's and in the same state of readiness (i.e., similarly situated), Ellis-Hall might be in a position to argue its point credibly. But, it is not similarly situated, and Rocky Mountain Power's willingness to engage with Latigo to move its project forward is a perfectly reasonable, rational and lawful exercise of its responsibilities to facilitate bringing QF projects on line.

CONCLUSION

As indicated by the Division and the office and supported by Utah Clean Energy, the Latigo PPA comports with all the conditions set forth by the Commission in its orders applicable to QF projects such as Latigo's for which PPAs have been signed and executed prior to Aug. 16 2013.¹⁷

WHEREFORE, Latigo Wind Park, LLC, respectfully urges the Commission to issue its order approving the Latigo PPA to permit Latigo to move forward with a project that is in the public interest and to do so on a timely basis to allow Latigo to obtain the benefits of IRC § 45 tax credits due to expire on December 31, 2013.

JONES WALDO HOLBROOK & McDONOUGH, P.C.

/s/ Gary G. Sackett
Gary G. Sackett
Attorneys for Latigo Wind Park, LLC

Dated: September 9, 2013

¹⁷See note 7, *infra*, and accompanying text.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of REPLY COMMENTS OF LATIGO WIND PARK, LLC, in PSCU Docket No. 13-035-116 was served by e-mail this 9th day of September, 2013 on the following:

ROCKY MOUNTAIN POWER:

Mark Moench	mark.moench@pacificorp.com
Yvonne Hogle	yvonne.hogle@pacificorp.com
Daniel. E. Solander	daniel.solander@pacificorp.com
David L. Taylor	dave.taylor@pacificorp.com
Data Request Response Center	datarequest@pacificorp.com

DIVISION OF PUBLIC UTILITIES:

Patricia Schmid	pschmid@utah.gov
Justin Jetter	jjetter@utah.gov
Chris Parker	chrisparker@utah.gov
William Powell	wpowell@utah.gov
Dennis Miller	dennismiller@utah.gov

OFFICE OF CONSUMER SERVICES:

Brent Coleman	hrentcoleman@utah.gov
Michele Beck	mbeck@utah.gov
Cheryl Murray	cmurray@utah.gov

ELLIS-HALL CONSULTANTS, LLC:

Mary Anne Q. Wood	mawood@woodbalmforth.com
Stephen Q. Wood	swood@woodbalmforth.com

/s/ Joani Anderton

Exhibit N

1 MS. WOOD: Well, he just said there was an order.
2 THE WITNESS: A bench order, I believe I said.
3 THE HEARING OFFICER: Okay. Any other
4 questions for Mr. Clements, or is he--are you okay with me
5 excusing him?
6 You are excused. Are you sure?
7 THE WITNESS: Yes. I apologize.
8 THE HEARING OFFICER: You are excused.
9 THE WITNESS: Lapse in memory.
10 THE HEARING OFFICER: Okay. Where we left it
11 before our last recess is that I think we are--have Mr. Sackett's
12 witness.
13 MR. SACKETT: Yes. We call Christine Mikell.
14 THE HEARING OFFICER: Raise your right hand.
15 Do you solemnly swear to tell the whole truth and nothing but
16 the truth?
17 THE WITNESS: I do.
18 THE HEARING OFFICER: You may be seated.
19 Mr. Sackett.
20 MR. SACKETT: Thank you.
21 CHRISTINE MIKELL, having been first duly sworn,
22 was examined and testified as follows:
23 DIRECT EXAMINATION
24 BY-MR.SACKETT:
25 Q. Give your full name and your business address.

1 A. My full name is Christine Watson Mikell. My full
2 business address is 4525 South Wasatch Boulevard, Suite 120,
3 Salt Lake City, Utah, 84124.

4 Q. And spell your last name for the reporter.

5 A. Yes. M-I-K-E-L-L.

6 Q. And what's your business affiliation with respect to
7 this docket?

8 A. I'm the president of Wasatch Wind Intermountain.
9 And Latigo Wind Park is 100 percent owned by Wasatch Wind
10 Intermountain. And I'm the manager of Latigo Wind Park.

11 Q. And just briefly, your educational background is
12 what?

13 A. I received my Bachelor in Engineering from
14 Vanderbilt University. And then I received an MBA from the
15 University of Utah.

16 Q. And what has been your previous experience with
17 wind-related projects?

18 A. I was the project developer on the Spanish Fork
19 wind project, which was the first wind project developed and
20 built in Utah.

21 Before that, I was the--worked as the wind energy
22 manager for the Utah Energy Office, where I started the wind
23 program there and put up the first MET tower in Monticello,
24 probably 12 years ago.

25 Q. Okay. And how long have you been working on the

Exhibit O

1 Latigo project?

2 A. I've been working on the Latigo wind project for
3 about six or so years in various capacities.

4 Q. I don't want to belabor this, but I do think it's
5 important to at least outline how a project of this kind, and this
6 particular project in particular, goes together.

7 So what is the first thing that, in this project, was
8 undertaken to get the project underway?

9 A. The first thing was to work with landowners to get
10 agreements to put up MET towers.

11 Q. So that would have been about six years ago, I
12 think you said, you'd been working on the project?

13 A. That's right.

14 Q. And then in connection with that or after that?

15 A. After that, we conducted a fatal flaw analysis,
16 which we hired an independent consultant to do an analysis on
17 any significant issues that might get in the way. For example,
18 are there endangered species in that area? What's the
19 interconnection transmission constraints? What's the wind like?
20 What's the community like in terms of the permitting process?
21 And those sorts of things. So that was the second step.

22 Q. And Design Environmental came into the picture
23 very early?

24 A. That's right. So we looked at the area to see what
25 kind of endangered species were in the area and the

Exhibit P

1 significance of those related to wind.

2 Q. And we've discussed at some length the LGIA
3 agreement. At what stage for your project did that sort of get
4 underway?

5 A. Well, we actually submitted our first interconnection
6 agreement--or sorry, application in about 2008 to see what the
7 availability of the interconnection was. And we learned a lot
8 from that. There were a lot of upgrades needed to the system to
9 inject the power that we wanted to. And so that interconnection
10 study was terminated.

11 And then we resubmitted our application in
12 February--or March, I guess--April of 2011 for 60 megawatts
13 because then we had identified the land area that we could put
14 the turbines. Because as we went through the process, there
15 were different factors that limited where we could put the
16 turbines--there was an airport nearby, there was Forest Service
17 land adjacent. And so we had a specific area of land where we
18 could put the turbines. And so that dictated the size of the
19 project.

20 Q. And with respect to negotiation with Rocky
21 Mountain Power, how long did negotiation of the LGIA go on?

22 A. The actual--is your question how long did the
23 negotiation of the agreement last or the study processes?

24 Q. No, the agreement. How long?

25 A. It took us quite a long time to negotiate the

1 interconnection agreement because it's a very long and
2 complicated document and we wanted to make sure that we had
3 it right. And so we had an attorney review it and consultants
4 review it. And so we executed that on August 12 of this year.

5 Q. You mentioned the airport. Was there anything that
6 you had to do from a regulatory perspective to deal with the
7 airport?

8 A. There was. When we--so every wind farm has to
9 submit where its turbine locations are located to ensure that the
10 pilots are safe when they're landing at nearby airports or in the
11 vicinity. And so when we first submitted that FAA form, there
12 were some hazards with some of the turbine locations. And so
13 then we had to go back and make an appeal to the FAA and ask
14 that they re-look at the wind turbine locations. And so they did
15 that and came back with a finding of no hazard for the turbines
16 after we had to move a couple turbines away from the airport.

17 Q. And with respect to MET towers--first, what are
18 MET towers?

19 A. A MET tower is a very, I guess, tall tower, typically
20 60 meters in height with several anemometers at different
21 locations to measure the wind speed, and then wind vees that
22 measure the wind speed. We also, on our towers, have Anabat
23 units so that we can do detailed analyses on bats. Because
24 that's obviously an important part of the being a responsible
25 developer, to know what type of bat activity there is, what types

Exhibit Q

1 A. This project would not go if we are unable to meet
2 to production tax credit safe harbor guidelines.

3 Q. We've had marked as Exhibit Latigo 1, which are
4 the comments of Latigo Wind Park, and Latigo 2, which were the
5 reply comments, and deposited copies with the court reporter.
6 Have you reviewed those two exhibits?

7 A. I have.

8 Q. And to the extent that those exhibits make factual
9 statements about the project quite apart from any legal
10 arguments--first of all, do you have any corrections to those
11 factual assertions?

12 A. Based on the factual assertions, I don't believe I
13 do.

14 Q. So with respect to factual assertions about the
15 project, do you attest that they are true and correct to the best
16 of your knowledge and belief?

17 A. I do note one error. I believe it's on our reply
18 comments.

19 Q. Oh, okay.

20 A. On page 7. It does say, "Is in the installation of
21 map towers." I think that should be "MET towers." It's of no
22 significance, but it still is an error.

23 Q. Right. It's on page 7 at line 3. You can charge me
24 with that mistake or overlooking it.

25 Beyond that, any others?

Exhibit T

1 response accurate?

2 THE HEARING OFFICER: Is there a specific
3 portion of the communication?

4 MR. WOOD: There are lots, but I just want to get
5 the witness' testimony about whether they're correct before I go
6 into them.

7 THE WITNESS: I guess I'll answer based on a
8 particular communication I had.

9 Q. (BY MR. WOOD:) Is it your custom to communicate
10 accurately with PacifiCorp?

11 A. It is my custom to be honest.

12 Q. Can you give any instances when you did not
13 provide true and accurate information to PacifiCorp?

14 A. I cannot.

15 Q. Okay. Are the statements in your PPA true and
16 correct?

17 A. I'm not sure I understand the question.

18 Q. Well, in your power purchase agreement, you make
19 representations and warranties--Latigo does. Are those
20 representations and warranties true and correct?

21 A. Yes.

22 MR. SACKETT: I'm going to object to the line of
23 questioning. A, the contract speaks for itself. B, it's a legal
24 document. And C, Ms. Mikell is not a lawyer who is in a position
25 to interpret it.

Exhibit R

1 I would like to say there is absolutely no
2 conflict and I am prepared to defend that because I
3 don't take lightly of people accusing me of violating my
4 ethical responsibility. So that issue will be addressed
5 but it doesn't need to be addressed before this
6 Commission. And, in fact, the Commission's, in my view,
7 ability to deal with it is limited to what the rule
8 says, and that is that you can require an attorney to
9 step down from representing two people before the
10 Commission if there is a conflict. That isn't the
11 allegation here. I don't believe it is an issue even
12 that should come before the Commission, but even if it
13 does, it absolutely shouldn't affect the substantive
14 schedule.

15 As you know, both of these clients need a
16 schedule way short of 90 days. There is absolutely no
17 need for that kind of a schedule here. It appears to be
18 a fishing expedition. We believe that this intervener,
19 if it wants to intervene, needs to, first of all, state
20 its basis for having an interest here that has been
21 effected. They haven't done so in their petition. They
22 have alleged some concerns they want to raise. They
23 haven't alleged an issue -- any legal right or interest
24 that will be substantially affected, like is required --
25 as is required under the statute.

Exhibit U

BI (Official Form 1)(12/11)

**United States Bankruptcy Court
District of Utah**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Renewable Energy Development Corporation	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): REDCO	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 37-1575482	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 922 W. Baxter Drive Suite 200 South Jordan, UT	Street Address of Joint Debtor (No. and Street, City, and State):
County of Residence or of the Principal Place of Business: Salt Lake	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):

Location of Principal Assets of Business Debtor (if different from street address above):

Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
--	--

Statistical/Administrative Information

Debtor estimates that funds will be available for distribution to unsecured creditors.
 Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors

<input type="checkbox"/> 1-49	<input checked="" type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
-------------------------------	---	----------------------------------	----------------------------------	--------------------------------------	---------------------------------------	--	--	---	---------------------------------------

Estimated Assets

<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input checked="" type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
--	--	--	---	--	---	--	---	---	--

Estimated Liabilities

<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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THIS SPACE IS FOR COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Renewable Energy Development Corporation	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<p style="text-align:center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align:center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____ (Name of landlord that obtained judgment)			
_____ (Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(f)).			

Voluntary Petition

Name of Debtor(s):
Renewable Energy Development Corporation

This page must be completed and filed in every case)

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X _____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both, 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Attorney*

X  _____
Signature of Attorney for Debtor(s)

Kenneth L. Cannon II 3705
Printed Name of Attorney for Debtor(s)

Durham Jones & Pinegar, P.C.
Firm Name

111 East Broadway, Suite 900
P O Box 4050
Salt Lake City, UT 84110-4050
Address

(801) 415-3000 Fax: (801) 415-3500
Telephone Number

12/30/11
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X  _____
Signature of Authorized Individual

Sean McBride
Printed Name of Authorized Individual

General Counsel
Title of Authorized Individual

Date

Exhibit X

In re Renewable Energy Development CorporationCase No. 11-38145Debtor**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Adams, Joseph John P O Box 951108 South Jordan, UT 84095	Wind energy lease
Adams, Mike P O Box 951108 South Jordan, UT 84095	Wind energy lease
Black, Kenneth S and Amber N 413 East Flour Mill Road Blanding, UT 84511	Wind energy lease
Cal Farley's Boys Ranch P O Box 1890 Amarillo, TX 79174	Wind energy lease
★ Christiansen, Clay D and Diane E 550 South 100 East Bountiful, UT 84010	Wind energy lease
★ Francom, Richard D 2792 Wood Hollow Way Bountiful, UT 84010	Wind energy lease
Francom, William Bruce & Kay P O Box 24 Monticello, UT 84535	Wind energy lease
Halls, Franklin Eric P O Box 1304 Monticello, UT 84535	Wind energy lease
Halls, Gary P O Box 428 Monticello, UT 84535	Wind energy lease
Hoover Commercial Construction 1297 Boundary Cone Road, Suite B Mohave Valley, AZ 86440	Renewable energy lease
★ Meyer, Stephen Kenneth and Bonnie G 381 South 300 East Blanding, UT 84511	Wind energy lease
★ Nielson, Garda P O Box 87 Blanding, UT 84511	Wind energy lease

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Oregon Electric Group 1709 SE 3rd Avenue Portland, OR 97214	Solar Power Design Contract at the OSU Rabbit Research Facility in Corvallis, OR
Oregon Electric Group 1709 SE 3rd Avenue Portland, OR 97214	Solar Power Design Contract at the UO Moshofsky Center in Eugene, OR
Oregon Electric Group 1709 SE 3rd Avenue Portland, OR 97214	Solar Power Design Contract at the OSU Poultry Farm in Corvallis, OR
Oregon Electric Group 1709 SE 3rd Avenue Portland, OR 97214	Solar Power Design Contract at the OSU and OIT proposed sites
Oregon Electric Group 1709 SE 3rd Avenue Portland, OR 97214	Solar Power Design Contract at the UO Matt Knight Arena
Redd, Grayson and Jan P O Box 96 Blanding, UT 84511	Wind energy lease
Redd, Grayson and Jan P O Box 96 Blanding, UT 84511	Wind energy lease
Roring, Corinne P O Box 56 Monticello, UT 84535	Wind energy lease
Roring, John 971 West 520 North Tremonton, UT 84337	Wind energy lease
Roring, Michael 952 East 1400 South Orem, UT 84097	Wind energy lease
Shafer, Nila P O Box 543 Monticello, UT 84535	Wind energy lease
★ SSP Trust (Scott Rasmussen Trustee) 4356 E Marshall Court Gilbert, AZ 85297	Wind energy lease
★ Urry, Lawrence W and Judith L 584 East 850 South Centerville, UT 84014	Wind energy lease

In re Renewable Energy Development Corporation

Case No. 11-38145

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

Name and Mailing Address, including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.



Wildman, Lester
6752 South Wildman Lane
Coeur D Alene, ID 83814

Wind energy lease

Sheet 2 of 2 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

Exhibit Y



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POWER PURCHASE AGREEMENT - PACIFICORP AND BLUE MOUNTAIN POWER PARTNERS, LLC

Docket Index

Docket Number: 13-035-115

In the Matter of: the Application of Rocky Mountain Power for Approval of the Power Purchase Agreement between PacifiCorp and Blue Mountain Power Partners, LLC

245435

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	<ul style="list-style-type: none"> * Exhibit L - Email Correspondence * Exhibit M - Correspondence from Blue Mountain Power Partners * Exhibit N - Email Correspondence * Exhibit O - Email Correspondence * Exhibit P - Correspondence from Blue Mountain Power Partners * Exhibit Q - Email Correspondence * Exhibit R - Correspondence from Blue Mountain Power Partners * Exhibit S - Wind Farm Project Milestone Requirements Chart 	pdf pdf pdf pdf pdf pdf pdf
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July 26, 2013	Email Comments from Rocky Mountain Power	pdf
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Date	Description	Format

Exhibit Z


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SPANISH FORK WIND / PACIFICORP

Docket Index

Docket Number: 06-035-76

In the Matter of: of the Application of PacifiCorp for Approval of Power Purchase Agreement Between PacifiCorp and Spanish Fork Wind Park 2, LLC

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WASATCH WIND/PACIFICORP

Docket Index

Docket Number: 06-036-42

(see also 06-036-76)

In the Matter of: the Petition of Wasatch Wind, LLC for Approval of a Contract for the Sale of Capacity and Energy from their Proposed QF Facilities

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Exhibit AA



Spanish Fork Wind Park 2

Spanish Fork, is an 18.9-megawatt wind powered facility located near the mouth of Spanish Fork Canyon in Utah. Owned by Edison Mission Group, the project began operations in July of 2008. PacifiCorp is purchasing 100 percent of the facility's output. Spanish Fork has nine, 2.1-megawatt turbines.



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Renewable

PacifiCorp is dedicated to acquiring cost-effective renewable resources for our customers.

Through our resource planning process, PacifiCorp continues to identify and acquire cost-effective renewable resources. These include both company-owned and contracted wind-powered generation.

Map of owned and purchased wind generation »

State Ownership Size

By keyword(s)

[Clear filters/search fields](#)

Click on the hyperlinked renewable generating facility below to learn more about the project.

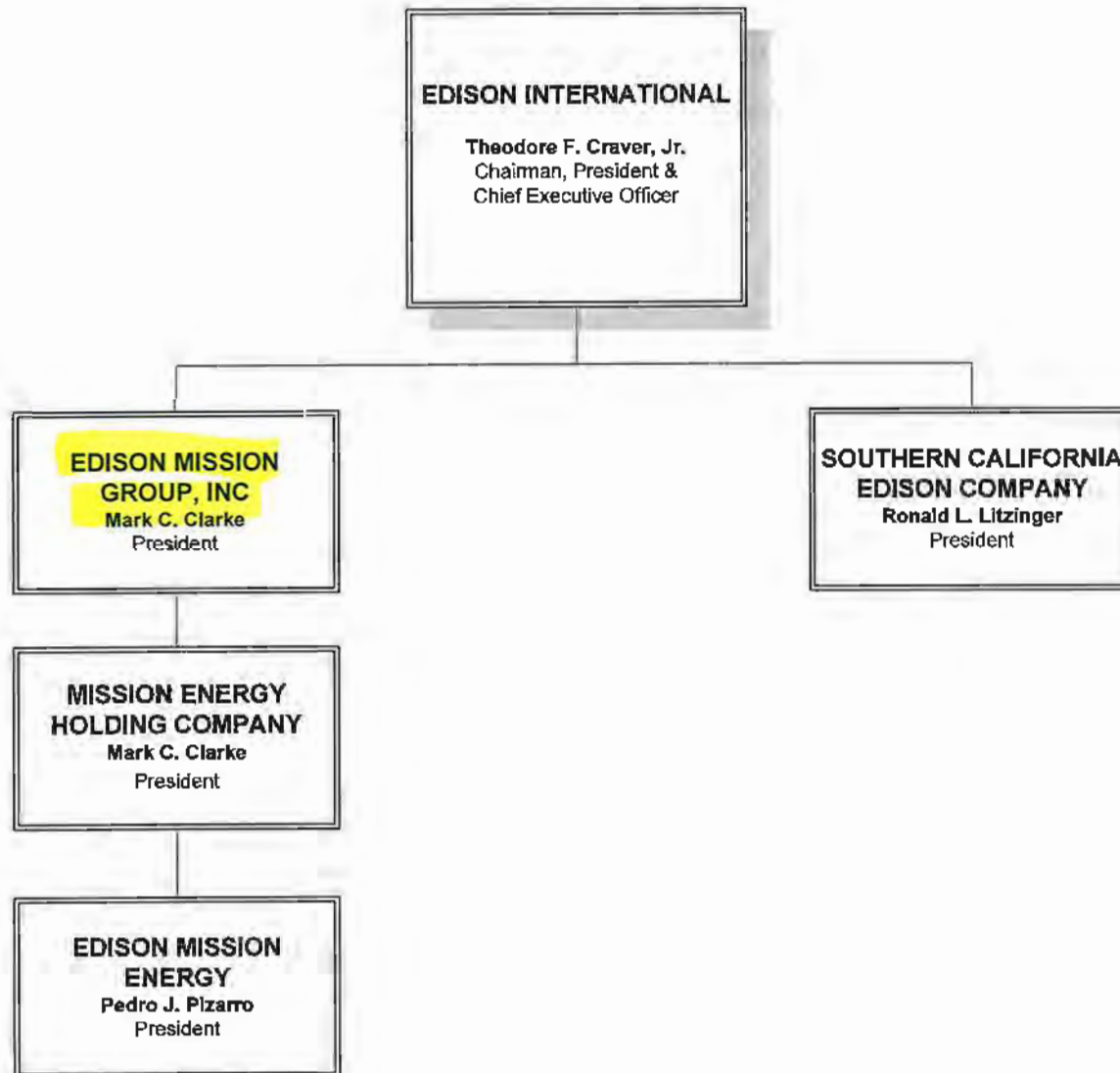
***PacifiCorp does not hold title to the RECs from this facility**

Project Name	State	Energy Source	Ownership	Status
Black Cap	OR	solar	PacifiCorp	In service
Blundell	UT	geothermal	PacifiCorp	In service
Chevron Casper Wind Farm	WY	wind	Purchased from a third party	In service
Combine Hills	OR	wind	Purchased from a third party	In service
Dunlap I	WY	wind	PacifiCorp	In service
Foote Creek I	WY	wind	PacifiCorp	In service
Glenrock	WY	wind	PacifiCorp	In service
Glenrock III	WY	wind	PacifiCorp	In service
Goodnoe Hills	WA	wind	PacifiCorp	In service
High Plains	WY	wind	PacifiCorp	In service
Leaning Juniper I	OR	wind	PacifiCorp	In service
Marengo	WA	wind	PacifiCorp	In service
Marengo II	WA	wind	PacifiCorp	In service
McFadden Ridge I	WY	wind	PacifiCorp	In service

Project Name	State	Energy Source	Ownership	Status
Mountain Wind Power	WY	wind	Purchased from a third party	In service
Mountain Wind Power II	WY	wind	Purchased from a third party	In service
Rock River I	WY	wind	Purchased from a third party	In service
Rolling Hills	WY	wind	PacifiCorp	In service
Seven Mile Hill	WY	wind	PacifiCorp	In service
Seven Mile Hill II	WY	wind	PacifiCorp	In service
Spanish Fork Wind Park 2*	UT	wind	Purchased from a third party	In service
Three Buttes Windpower	WY	wind	Purchased from a third party	In service
Top of the World	WY	wind	Purchased from a third party	In service
Wolverine Creek	ID	wind	Purchased from a third party	In service

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Exhibit BB



EDISON INTERNATIONAL

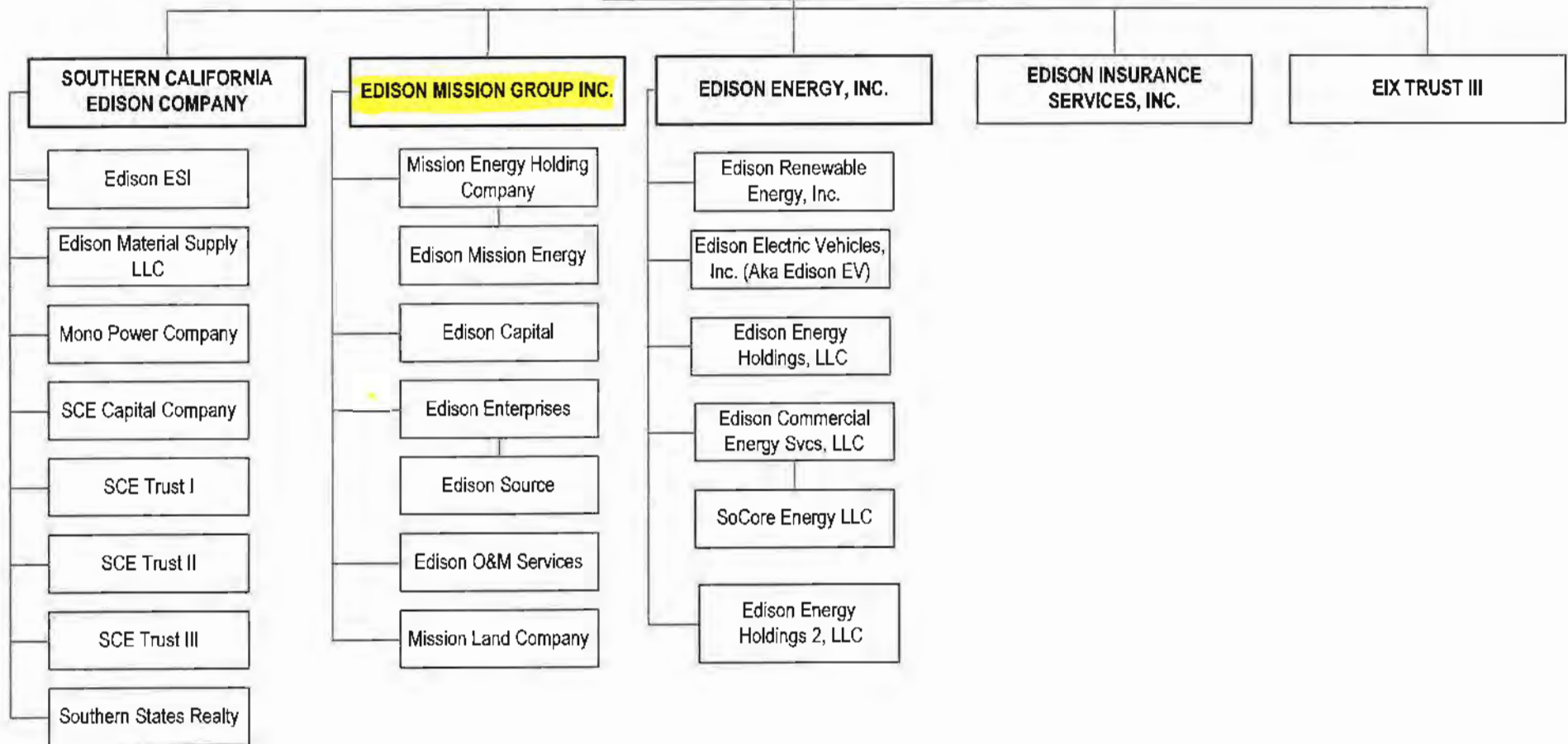


Exhibit CC

In re Edison Mission Energy, Case No. 12-49219 (JPC)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

Name and Address of Contract Party	Description of Contract or Lease and Nature of Debtor's Interest
794 Southern California Edison Company Attn: W. James Scilacci PO BOX 600 Rosemead, CA 91771-1	Tax Sharing Agreement (ID: 05426) Administrative Agreement Re Tax Allocation Payments Nature of Debtor's Interest: Participant
795 Southern California Edison Company Attn: John Giddings PO BOX 600 ROSEMEAD, CA 91771-0001	Purchase Contract (ID: 05558) Terms and Conditions for the Purchase of Material Nature of Debtor's Interest: Customer
796 Southern California Edison Company Attn: President, Managing or General Agent C/O HUNTON & WILLIAMS, LLP - WASHINGTON 2200 PENNSYLVANIA AVENUE, NW Washington, DC 20037	Tax Sharing Agreement (ID: 02197) Tax Allocation Agreement Nature of Debtor's Interest: Participant
797 Spanish Fork Wind Park 2, LLC Attn: Manager Commercial Management 3 MacArthur Place, Suite 100 Santa Ana, CA 92707	Service Contract (ID: 06524) Amended and Restated Services Agreement Nature of Debtor's Interest: Customer
798 Spanish Fork Wind Park 2, LLC Attn: Manager Commercial Management 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Service Contract (ID: 00027) Amended and Restated Services Agreement Nature of Debtor's Interest: Seller
799 Spanish Fork Wind Park 2, LLC Attn: President, Managing or General Agent 3 MACARTHUR PLACE, SUITE 100 Santa Ana, CA 92707	Settlement Agreement (ID: 05697) Letter Agreement Re: Settlement of Delay Damages Nature of Debtor's Interest: Participant
800 SPI Real Estate Solutions, LLC Attn: Steven D. Pendleton 7255 E Hampton Ave #117 Mesa, AZ 85209	Service Contract (ID: 06044) Terms and Conditions for the Procurement of Services Nature of Debtor's Interest: Customer
801 Staffing Solutions of Hawaii Attn: President, Managing or General Agent 1357 Kapiolani Blvd Ste 810 Honolulu, HI 96814	Service Contract (ID: 19205) Payroll Service Terms & Conditions Nature of Debtor's Interest: Customer
802 Staffing Solutions of Hawaii Attn: Lisa L. Truong Kracher Director of Business Operations 1357 Kapiolani Blvd, Suite 810 Honolulu, HI 96814	Service Contract (ID: 06076) Payroll Services Agreement Nature of Debtor's Interest: Customer
803 Star Energy, a division of Growmark Attn: Shelly Moline - AP PO Box 790 1006 1st Ave Manson, IA 50563	Purchase Contract (ID: 06077) Terms and Conditions for Procurement of Goods Nature of Debtor's Interest: Purchaser
804 Stephanie Melanson 55 WOODSONG RSM, CA 92688	Consulting Agreement (ID: 06078) Consulting Services Agreement Nature of Debtor's Interest: Customer



In re **Edison Mission Energy**

Case No. **12-49219 (JPC)**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

Name and Address of Contract Party	Description of Contract or Lease and Nature of Debtor's Interest
667 Olsson Associates, Inc. Attn: Chris Talley 1111 Lincoln Mall, Suite 111 PO Box 84608 Lincoln, NE 68501-4608	Consulting Agreement (ID: 05680) Amended Terms and Conditions for Procurement of Consulting Services Nature of Debtor's Interest: Customer
668 Open Text Corporation Attn: President, Managing or General Agent 38 LEEK CRESCENT RICHMOND HILL, ON L4B 4N8 CANADA	License Agreement (ID: 05684) Open Text End User License Agreement Nature of Debtor's Interest: Licensee
669 Optimum Energy Products Ltd. Attn: Ross O'Rourke #333, 11979 40th St SE Calgary, AB T2Z 4M3, Canada	Purchase Contract (ID: 05685) Terms and Conditions for Procurement of Material Nature of Debtor's Interest: Purchaser
670 Orien ICS, LLC Attn: President, Managing or General Agent 400 Regency Forest Dr Ste 310 Cary, NC 27518	Contractor Agreement (ID: 19222) Fee Agreement for Employee Recruitment Nature of Debtor's Interest: Customer
671 Orion Construction Services Corp. Attn: Les Spray PO BOX 425 WOODWARD, OK 73802	Service Contract (ID: 05686) Terms and Conditions for the Procurement of Services Nature of Debtor's Interest: Customer
672 Orrick, Herrington & Sutcliffe (Europe) LLP Attn: Nick Thornton 107 Cheapside London EC2V 6DN, DX 557 London/City	Service Contract (ID: 05687) Legal Services Agreement Nature of Debtor's Interest: Customer
673 OSISOFT, Inc. Attn: Legal 777 Davis Street, Suite 250 San Leandro, CA 94577	License Agreement (ID: 05688) OSISOFT Enterprise License and Services Agreement Nature of Debtor's Interest: Licensee
674 P.K. Robertson 2114 Colony Plaza Newport Beach, CA 92660	Consulting Agreement (ID: 05693) Amended Terms and Conditions for Procurement of Consulting Services Nature of Debtor's Interest: Customer
675 Pacific Crest Transformers Attn: Tom Steeber 300 W Antelope Rd Medford, OR 97503	Purchase Contract (ID: 05694) Terms and Conditions for Procurement of Goods Nature of Debtor's Interest: Purchaser
676 Pacificorp Energy Attn: President, Managing or General Agent 825 NE Multnomah, Suite 600 Portland, OR 97232	Settlement Agreement (ID: 05697) Letter Agreement Re: Settlement of Delay Damages Nature of Debtor's Interest: Participant
677 Para Technologies Attn: President, Managing or General Agent	Purchase Contract (ID: 19208) Procurement of Computer Related Services and Materials Nature of Debtor's Interest: Purchaser

