

5/2015

**AGREEMENT BETWEEN  
U.S. DEPARTMENT OF DEFENSE, U.S. DEPARTMENT OF THE NAVY,  
and  
CHAPMAN RANCH WIND FARM I, LLC  
(hereinafter "Agreement")**

**Subject:** PROPOSED CHAPMAN RANCH WIND ENERGY PROJECT (2014-WTW-3620 through 3794-OE) IN NUECES COUNTY, TEXAS

**Parties:** U.S. Department of Defense (hereinafter "DoD"), but does not include the United States Army Corps of Engineers  
U.S. Department of the Navy (hereinafter "Navy")  
Chapman Ranch Wind Farm I, LLC (hereinafter "Chapman Wind")  
(The DoD, the Navy, and Chapman Wind may each be referred to herein as a Party and collectively as the Parties).

**References:** (a) Section 358 of Public Law 111-383, as amended  
(b) Part 211 of title 32, Code of Federal Regulations (CFR)

**Attachments:** A. Diagram Showing Geographic Boundary and Latitude/Longitude of Wind Project  
B. Curtailment Communications Protocol

**Section 1 – Preamble and Purpose.** Pursuant to references (a) and (b), it is an objective of the DoD to ensure that the robust development of renewable energy sources and the increased resiliency of the commercial grid may move forward in the United States, while minimizing or mitigating any adverse impacts on military operations and readiness. Chapman Wind is developing a wind farm project in Nueces County, Texas, within the boundaries indicated in Attachment A, attached hereto and made a part hereof (hereinafter "Wind Project"). In order to mitigate the potential impact of the Wind Project upon the operations and readiness of the Navy, the Parties have worked cooperatively and will continue to work cooperatively to meet the desired goals of supporting military operations and readiness simultaneously with the production of renewable energy. The Parties have agreed that the terms below allow for the mutual goals of the Parties to be met, including the protection of the Navy's aviator training mission at Naval Air Station Kingsville (NASK) and at Naval Air Station Corpus Christi (NASCC).

**Section 2 – Definitions**

**A. Curtailment**

1. The terms "curtail" and "curtailment" mean the temporary cessation of wind turbine operations when the wind turbine blades are not spinning and are locked because the Navy has notified Chapman Wind that Curtailment is necessary for test, non-test, or emergency purposes. The nature of such curtailment requires that all rotor blades be completely precluded from rotation about the rotor hub.

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2. Curtailment begins when rotor blade rotation stops and the blades are locked.
3. Curtailment ends twenty (20) minutes after the Navy provides notification to Chapman Wind that cessation of operations is no longer required. The Navy and Chapman Wind acknowledge and agree that twenty (20) minutes is the approximate amount of time necessary for the Wind Project to "ramp up" operations to a point where power can be generated.
4. Curtailment is measured by hours (or any fraction thereof).

**Section 3 – Terms and Provisions**

A. Chapman Wind will voluntarily contribute funds in the total amount of two hundred thousand dollars (\$200,000.00) to the DoD in accordance with Section 358(g) of reference (a). Chapman Wind will transfer these funds, in the manner specified in Subsection 3.A.1 of this Agreement, twelve (12) months prior to the date that wind turbine rotors within the Wind Project are permitted by Chapman Wind to spin or operate. The DoD will accept the offered funds and will transfer the funds to appropriate Navy accounts for execution. Chapman Wind will use one of the following two methods of making payment:

1. A guaranteed negotiable instrument, such as a cashier's check, certified check, a bank draft, or a postal money order. The instrument must be made payable to the "U.S. Treasury," and must reference "U.S. Treasury Account Symbol 97X5753." The reference line on the instrument should indicate: "Contributions for Renewable Energy." The instrument must be mailed, along with any related documentation associated with the voluntary contribution, to the address below. Chapman Wind will advise the Navy and DoD when the voluntary contribution has been submitted to enable the tracking and transfer of the funds:

Washington Headquarters Services  
Financial Management Directorate  
ATTN: Mr. Antonio King  
Crystal Square 2  
1550 Crystal Drive  
Arlington, VA 22203  
Phone (703) 545-0028

or,

2. Submission using the Treasury Department's Pay.gov website. To do so, go to <https://www.pay.gov>. Then, navigate to "Find Public Forms," and select the form entitled "Voluntary Contribution to DoD's Siting Clearinghouse Under Section 358 of the FY 11 NDAA." The Form Number is "Voluntary Contrib 358g 111-383 Payment." You can also go directly to the form using the following link:



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<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=47167256>.

- B. In accordance with reference (a), the Navy will use the funds to offset the cost associated with the necessary steps required to research, conduct technical reviews of, analyze, test, and implement measures to mitigate identified impacts of the Wind Project on military operations and readiness in one or more of the following ways (to the extent that the below measures require approval and/or action on the part of the Federal Aviation Administration [FAA], the Navy shall use reasonable measures to work with the FAA to implement the same):
1. Optimization of the NASK Airport Surveillance Radar- II (ASR-11) which includes measures such as range-azimuth gate mapping of the wind turbines, adjustments to the Target Beam and STC Map, Doppler Filter Editing, False Plot Censor, Plot Amplitude Thresholding, Track Eligibility, and weather optimization settings before the date the Wind Project begins commercial operations (hereinafter known as the Generation Commencement Date);
  2. If acceptable to the FAA, integration of the Corpus Christi International Airport (CRP) ASR-11 into the NASK Standard Terminal Automation Replacement System (STARS) to enhance NASK's surveillance capabilities;
  3. Implementation of FUSION tracking within the NASK and NASCC STARS;
  4. Optimization of the NASK ASR-11 Radar after the Generation Commencement Date;
  5. Implementing mitigation for any other navigational aid determined to be affected by operation of the Wind project; or
  6. Implement any other appropriate measure to mitigate the impact of the Wind Project's wind turbines on NASK or CRP ASR-11s.
  7. If the mitigation measures listed in subsections 3.B.1 through 3.B.6 above are considered by the Navy to be sufficient to prevent the use of curtailment described in Subsection 3.J. of this Agreement, and if funds are still available, the Navy may use remaining funds in the following ways:
    - (i) Enhancements and validation of the radar toolbox wind farm analysis functionality; and/or
    - (ii) Improve models for predicting the impact of additional wind turbines, given a baseline of existing wind turbines.
- C. It is the responsibility of the Navy to determine the priority in expenditure of the funds; however, it is agreed that neither the Navy nor the DoD shall request to curtail the Wind Project (outside of the test parameters described in Subsection 3.I. of this Agreement) until such time as Subsections 3.B.1. and 3.B.2. of this Agreement are implemented, to the extent they can reasonably be implemented by Navy. Upon



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receipt of funds, the Navy, the DoD, and Chapman Wind will form a joint working group (hereinafter "Working Group"). Each Party, at its election, may designate at least one representative to be part of the Working Group to study the effectiveness of the mitigation measures implemented; to recommend the mitigation measures to be prioritized moving forward; and, if the curtailment provisions have not been waived pursuant to Subsection 3.J.1.e. of this Agreement, to review the need for curtailment other than for test purposes as described in Subsection 3.I of this Agreement.

1. The Working Group, which will be chaired by Commanding Officer, NASK, shall first meet within thirty (30) days after Commencement of Construction to discuss the mitigation measures that have been implemented and to identify which mitigation measures shall be implemented moving forward. Within thirty (30) days after the Generation Commencement Date, the Working Group shall meet again to discuss the findings of mitigation and optimization efforts, and to determine if any future mitigation measures are required. Following such meeting, the Working Group shall continue to meet on an as needed basis or upon request of any one of the Working Group members to discuss the effectiveness of the mitigation measures.
  2. In case the initial contribution of two hundred thousand dollars (\$200,000.00) proves insufficient to cover the costs of mitigation, the Commanding Officer of NASCC will inform Chapman Wind, and Chapman Wind agrees to provide an additional voluntary contribution of up to one hundred seventy-five thousand dollars (\$175,000.00) in accordance with Section 358(g) of reference (a) and subsection 3.A. of this Agreement to preserve mission capability of the ASR-11 radars. *The Navy, the DoD, and Chapman Wind agree to provide all Parties to this Agreement with copies of any studies of the effects of the Wind Project on NASK and CRP immediately upon completion of such studies. Although the Navy has the final authority to determine how to allocate the funds to mitigate the Wind Project, the Navy shall consult with the Working Group and take Chapman Wind's recommendations under consideration, so long as the funds are still available, when making such determination.*
  3. Additionally, if within the first two years following the Generation Commencement Date all technical mitigations to either or both ASR-11s at NASK and CRP have been adopted pursuant to FAA approval, within the funding limits described in Subsection 3.A., and the local procedures for air traffic control services conducted within guidelines of established FAA regulations fail to provide for the repeated and safe handling of cooperating aircraft within the National Airspace System, the Navy and Chapman Wind agree to discuss via the Working Group the establishment of preemptive curtailment, if required, under specified meteorological conditions.
- D. The DoD and the Navy agree not to posit any objection to the construction and operation of the Wind Project under the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system or other federal, state, or local regulatory entity with



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jurisdiction over the Wind Project, provided Chapman Wind carries out the terms of this Agreement.

- E. Notwithstanding Subsection 3.D. of this Agreement, Chapman Wind agrees to abide by the Safe, Efficient Use, and Preservation of the Navigable Airspace Subpart C, as delineated in 14 C.F.R. Part 77. Violation of these airspace protections may lead to the DoD or the Navy filing an appropriate objection to the Wind Project.
- F. Chapman Wind agrees to confine the placement of all Wind Project turbines to the area indicated in Attachment A. Chapman Wind also agrees not to construct more than 175 wind turbines within the area indicated in Attachment A to this Agreement and to limit the height of all turbines to not more than 500 feet. No changes are permitted to Attachment A to this Agreement without prior written agreement from the DoD and the Navy.
- G. Any measures agreed to by the DoD or the Navy pursuant to this Agreement shall not be binding upon any other Federal agency, nor waive required compliance with any applicable law or regulation.
- H. Chapman Wind agrees to provide the Navy, within thirty (30) days of completion of construction of the Wind Project, a final "as built" drawing including actual wind turbine coordinates post construction and will notify the Navy and the DoD of the Generation Commencement Date.
- I. **Curtailment for Test Purposes.** Upon request by the Navy, in accordance with the *Curtailment Communications Protocol set forth in Attachment B to this Agreement*, Chapman Wind agrees to curtail wind turbine operations for a period of up to ten (10) hours during the first year of operations (which will run from the Generation Commencement Date) for actions such as establishing baselines, performing flight checks, or conducting tests identified by the Navy at the Navy's sole discretion.
- J. **Curtailment for Non-Test and National Security or Defense Purposes**
  - 1. **Curtailment for Non-Test Purposes.** Upon completion of the mitigation measures identified in Subsections 3.B.1., and 3.B.2. of this Agreement, the Navy may request and Chapman Wind agrees upon any such request to curtail wind turbine operations, provided the Navy's request is based upon one or both of the following preconditions:
    - a. The Navy at NASK or NASCC loses both primary and secondary radar contact for aircraft with operating transponders as a result of impacts from operation of the wind turbines in the Wind Project (hereinafter referred to as a "lost target"). The Navy agrees to not request curtailment in accordance with this subsection for either a single lost target or for those wind turbines in the Wind Project that are positively identified as not having caused a repeated lost target.



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- b. If the FAA modifies Navy flight handling at NASCC in a way that is detrimental to the Navy's ability to train as a result of impacts from operation of the wind turbines in the Wind Project. The Navy agrees to not request curtailment in accordance with this subsection for those wind turbines in the Wind Project that are positively identified as not having caused the detrimental impact.
  - c. Prior to requesting curtailment pursuant to Subsection 3.J.1 of this Agreement, Navy will assess the feasibility of implementing mitigation measures to alleviate the impacts on Navy operations resulting from operation of the wind turbines. Navy may implement, in lieu of curtailment, those feasible mitigation measures that do not negatively impact Navy's ability to safely, efficiently, and effectively train at NASK and NASCC. Navy may request consideration of the issue by the Working Group, and allocate remaining funds voluntarily contributed in accordance with 3.C.2 to address mitigation requirements.
  - d. If one or both of the preconditions discussed in Subsections 3.J.1.a and b is/are met, the Navy agrees to notify Chapman Wind via the attached Curtailment Communications Protocol (Attachment B to this Agreement) when the need for curtailment exists and no longer exists. In the event of such curtailment and within fourteen (14) days of a request from Chapman Wind, the Navy will provide verifiable documentation showing that the need for curtailment was a result of impacts from the wind turbine(s) in the Wind Project.
  - e. If the preconditions discussed in Subsections 3.J.1.a and b as to either NASK or NASCC have not been met, or if the Navy has not sought curtailment as to either NASK or NASCC under these same Subsections for a period of any two (2) consecutive years following the Generation Commencement Date, then the curtailment provisions within Subsection 3.J.1 shall be deemed waived and of no further force and effect as to the respective installation(s) (i.e., NASK and/or NASCC). Notwithstanding any such waiver, the Parties agree to work together in good faith to address the reasonable concerns of either Party with respect to the Wind Project's impact on NASK or NASCC through the Working Group.
2. Curtailment for National Security or Defense Purposes. National security or defense purposes are defined as those emergency circumstances where the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C. § 164 directs a change to the mission of NASK and/or NASCC in support of such emergency circumstances. National security or defense purposes do not include directed routine or non-routine service changes to the mission of NASK and/or NASCC with regards to testing, manning, training, and equipping. The Navy may request and Chapman Wind agrees to immediately



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curtail wind turbine operations to the extent required to meet national security or defense purposes. Curtailment under this provision is separate from curtailment for non-test purposes (as defined in Subsection 3.J.1 above). Curtailment for national security or defense purposes will be temporary in nature, extend only so long as is necessary and only applicable to wind turbine operations that are necessary to meet the national security or defense purpose. This Agreement in no way precludes Chapman Wind or its successors and assigns from seeking any and all legal or equitable remedies for any curtailment not provided for under this Agreement. Any request for curtailment under this Subsection will be communicated between NASC and/or NASCC and Chapman Wind via the attached Curtailment Communications Protocol (Attachment B to this Agreement), and will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

- K. It is a priority for the Navy to protect national defense capabilities and military operations, including military installations; research, development, test, and evaluation activities; and military readiness activities from compromise and exploitation which may occur due to an activity under foreign control operating in the vicinity of those national defense capabilities and military operations:
1. Chapman Wind agrees to provide advance written notice to the Navy of:
    - a. The business entity name and direct ownership interest of any turbine supply vendor providing wind turbine generators for the Wind Project; and
    - b. The business entity name and direct ownership interest of any material vendor with which Chapman Wind executes a contract to perform development, construction, operations, or maintenance activities at the location of the Wind Project. Chapman Wind shall provide the Navy 15 days to conduct a security review and assess national security impacts.
  2. In any case in which an assessment of risk to national security is identified, the Parties agree to enter into negotiations in order to mitigate any threat to national security that arises as a result of the proximity of a foreign national or foreign owned or controlled business entity to sensitive military activities. Resolution of the national security threat must be resolved prior to allowing access to the site by representatives of a foreign national or foreign owned or controlled business entity or the use of wind turbines or other permanent on-site equipment manufactured by a foreign national or foreign owned or controlled business entity.
  3. Prior to requesting approval for any proposed assignment or partial assignment in accordance with Section 4 of this Agreement, Chapman Wind agrees to provide advance written notice to the Navy of the proposal. If the prospective Assignee is a foreign national or foreign owned or controlled business entity, Chapman Wind and the proposed Assignee shall jointly provide notice of the proposed transaction to the Committee on Foreign Investment in the United States (CFIUS) in



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accordance with the applicable regulations (Subpart D of 31 CFR Part 800) and provide a copy of the notice to the Navy. Nothing in this Agreement shall prohibit or limit DoD, on behalf of and in consultation with the Navy, from objecting to the transaction before CFIUS, nor limit communications with CFIUS during national security reviews and investigations, and, should mitigation result, during mitigation, tracking, and post-consummation monitoring and enforcement, pursuant to 50 U.S.C. § 2170. Moreover, this Agreement shall not prevent or limit the DoD or any of its components, to include the Navy, from communicating in any form with any other regulatory body or agency with jurisdiction or possible jurisdiction over matters impacting the subject wind project.

- L. The Parties agree and acknowledge that Chapman Wind is subject to and required to comply with the protocols of Electric Reliability Council of Texas (ERCOT) and such protocols will control how quickly Chapman Wind can curtail and un-curtail its generation. The Parties further agree and acknowledge that a request for curtailment under Subsections 3.J and 3.I shall constitute a force majeure event as defined in the current ERCOT Nodal Protocols (<http://www.ercot.com/mktrules/nprotocols/current>) and will be governed by such protocols.
- M. Chapman Wind acknowledges that it is responsible for any damage or "wear and tear" to the wind turbines as a result of curtailment pursuant to this Agreement.
- N. The DoD will provide annual reports indicating the expenditure of the funds provided under Subsection 3.A. of this Agreement until such funds are expended.

**Section 4 – Assignment.** *If Chapman Wind its successors or assigns (Assignor) sells, conveys, mortgages, assigns, or otherwise transfers all or any part of its interest in the assets comprising the Wind Project (Assignment) to any third party (Assignee), the Assignor shall be permitted, in accordance with the terms and conditions stated in Subsection 3.K.2 above, to assign this Agreement in whole or in part to the Assignee; provided however that such Assignment expressly acknowledges the existence of this Agreement and a copy of this Agreement is provided to the Assignee. Upon such Assignment, the Assignor shall be automatically relieved of any obligations or liability under this Agreement to the extent that the Assignee has assumed in writing such obligations or liabilities under this Agreement, provided that Chapman Wind has given written notice of the Assignment to the DoD and the Navy.*

**Section 5 – Effective Date and Expiration**

- A. This Agreement will be effective as against all Parties, including any future owner, lessee, operator, transferee, purchaser, assignee, or any successor in interests of the Wind Project, upon the date that the last Party signs this Agreement (hereinafter the "Effective Date"). This Agreement may be shared freely with any person or entity, and DoD will post the Agreement to the DoD Siting Clearinghouse website at <http://www.acq.osd.mil/dodsc/> upon the effective date of this Agreement.



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B. This Agreement shall expire, and have no further force and effect if:

1. Construction of the Wind Project has not commenced within the time prescribed under 14 CFR §§ 77.33 and 77.35;
2. The Wind Project is decommissioned; or,
3. The Agreement is terminated by written mutual agreement of the Parties.

**Section 6 – Points of Contact and Notification**

A. The following persons shall be the primary points of contact for the Parties for purposes of this Agreement:

1. Navy - NASCC:  
Commanding Officer  
11001 Avenue D, Suite 101  
Corpus Christi, Texas 78419  
Office: 361-961-2331
2. Navy - NASK:  
Commanding Officer  
311 N. Mitscher Ave, Suite 212  
Kingsville, TX 78363-5002  
Office: 361-516-6481
3. DoD – DoD Siting Clearinghouse  
Executive Director  
Office: 571-372-6745
4. Chapman Wind:  
c/o Apex Clean Energy, Inc.  
310 4<sup>th</sup> St NE, Suite 200  
Charlottesville, VA 22902  
Attn: Internal Counsel

B. Except in the event of a request for curtailment in accordance with Subsections 3.I and 3.J of this Agreement, all communication and notifications regarding this Agreement shall be directed to the Points of Contact identified in Subsection 6.A of this Agreement. All requests for curtailment under Subsections 3.I and 3.J shall be from and directed to the points of contact designated in the attached Curtailment Communications Protocol (Attachment B to this Agreement). Any Party may change its Point of Contact under either this Section or the attached Curtailment Communications protocol, provided that written notification of any such change must be provided to the other Parties thirty (30) days in advance.

**Section 7. Breach.** If a Party believes that another Party has breached this Agreement, it must provide notice of the breach to the breaching party and an opportunity to cure the breach. If



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there is a dispute between the involved Parties as to whether breach occurred, the involved Parties agree to attempt to resolve the dispute at the lowest level possible. Any disputes will be initially handled between Chapman Wind and representatives of the Navy at NASK and NASCC. Disputes may be elevated to the Chief of Naval Operations, Director for Energy and Environmental Readiness, and then to the Executive Director of the Defense Siting Clearinghouse, as required. If the breach is not cured or resolved after any attempt at initial dispute resolution, any Party may seek to enforce this Agreement. Each Party specifically reserves any and all rights or causes of action it may have both at law and in equity to require compliance with any provision of this Agreement. Each Party reserves the right to enforce or refrain from enforcing the terms of this Agreement, as it sees fit under applicable state or federal law.

**Section 8 – Funds Limitations.** Notwithstanding any other provision of this Agreement, the not-to-exceed grand total amount that Chapman Wind will voluntarily contribute to the Navy towards the mitigation of any potential adverse impact from the Wind Project on NASK or NASCC is three-hundred seventy five thousand dollars (\$375,000.00). In the event that actual costs incurred by the DoD and the Navy under this Agreement exceed the contribution provided for herein, Chapman Wind will not be responsible for funding any or all such excess amounts unless it so elects.

**Section 9 – Amendment.** Any Party to this Agreement may request that it be amended, whereupon the Parties shall consult to consider such amendments. Amendments to this Agreement shall be formalized by an appropriate written document that shall specify the change. Any amendment to this Agreement shall be effective if executed in writing and signed by the Parties, or their successors and assigns; provided, however, that the joinder of the DoD shall not be required as to any amendment to Attachment B of this Agreement.

**Section 10 – Signature/Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.


**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE PAGES ARE MADE PART OF THIS AGREEMENT AND FOLLOW AT PAGES 11-13]**




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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**U.S. DEPARTMENT OF DEFENSE:**

  
\_\_\_\_\_  
John Conger  
Performing the Duties of the Assistant  
Secretary of Defense (Energy, Installations  
and Environment)

  
\_\_\_\_\_  
Date



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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

U.S. DEPARTMENT OF THE NAVY:

  
\_\_\_\_\_  
Steven R. Iselin  
Principal Deputy Assistant Secretary of the Navy  
Energy, Installations and Environment

11 MAY 2015  
Date

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**CHAPMAN RANCH WIND I, LLC:**

By: Apex GCL, LLC, Its Sole Member

By: Apex Clean Energy Holdings, LLC, Its Sole Member



Mark Goodwin  
President

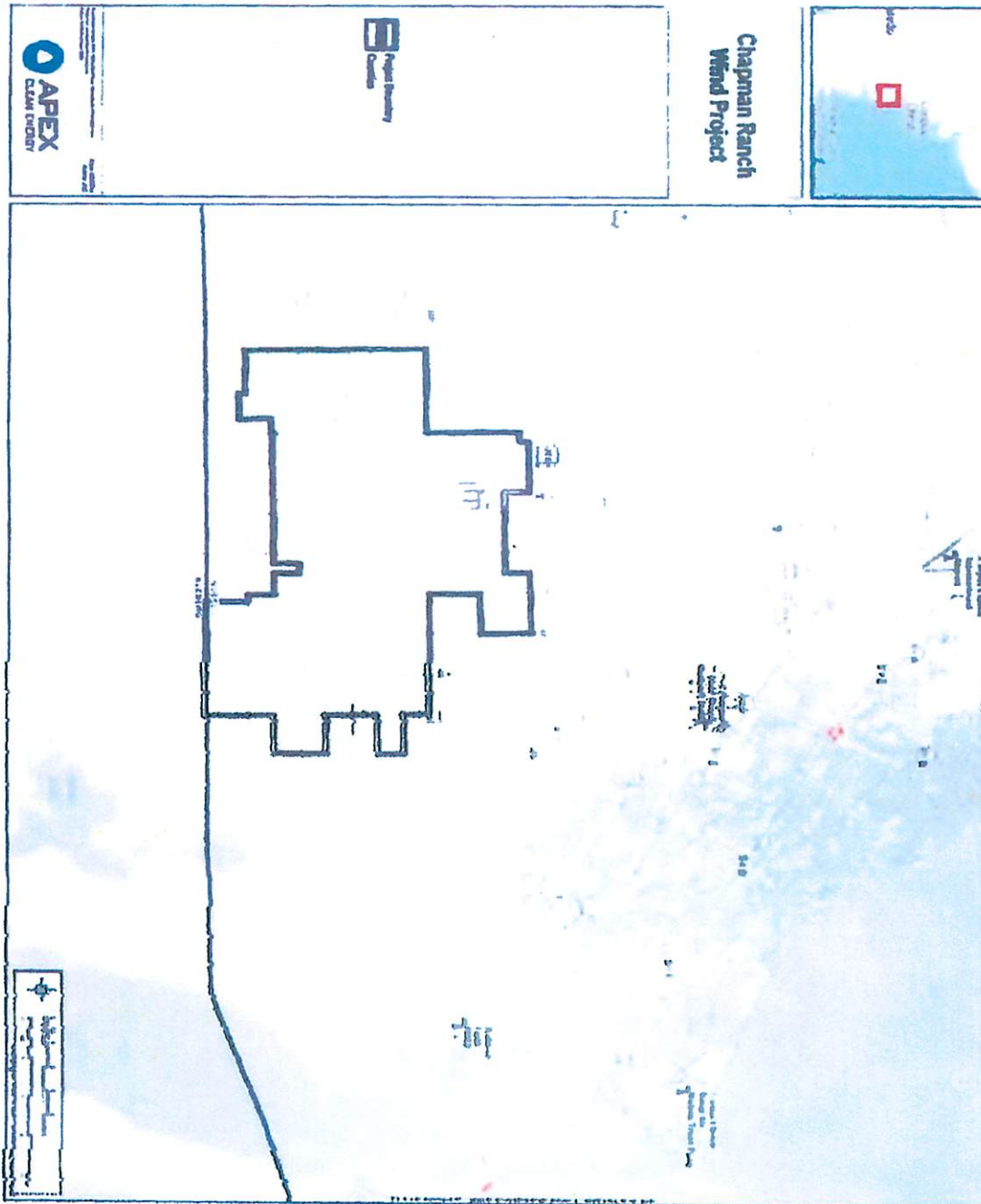
APRIL 13, 2015

Date



Attachment A

Diagram Showing Geographic Boundary of Wind Project (Project Boundary)



Latitude/Longitude of Wind Project (Project Boundary)

Point	Lat DMS	Lon DMS
1	27° 39' 6.660" N	97° 28' 13.748" W
2	27° 38' 14.283" N	97° 28' 13.485" W
3	27° 38' 13.832" N	97° 29' 11.518" W
4	27° 37' 22.234" N	97° 29' 11.824" W
5	27° 37' 21.774" N	97° 26' 15.962" W
6	27° 36' 56.069" N	97° 26' 16.004" W
7	27° 36' 55.822" N	97° 25' 18.000" W
8	27° 36' 29.299" N	97° 25' 18.214" W
9	27° 36' 29.525" N	97° 26' 15.366" W
10	27° 35' 37.334" N	97° 26' 15.266" W
11	27° 35' 37.212" N	97° 25' 18.518" W
12	27° 34' 45.005" N	97° 25' 18.452" W
13	27° 34' 45.280" N	97° 26' 14.938" W
14	27° 33' 35.598" N	97° 26' 15.144" W
15	27° 33' 35.274" N	97° 29' 0.127" W
16	27° 34' 18.525" N	97° 29' 0.363" W
17	27° 34' 18.945" N	97° 29' 10.733" W
18	27° 34' 44.589" N	97° 29' 11.237" W
19	27° 34' 44.642" N	97° 29' 40.214" W
20	27° 35' 10.398" N	97° 29' 40.851" W
21	27° 35' 10.318" N	97° 29' 55.513" W
22	27° 34' 44.583" N	97° 29' 55.610" W
23	27° 34' 43.493" N	97° 33' 28.446" W
24	27° 34' 10.614" N	97° 33' 28.083" W
25	27° 34' 10.442" N	97° 34' 4.830" W
26	27° 34' 17.372" N	97° 34' 4.875" W
27	27° 34' 17.093" N	97° 35' 7.442" W
28	27° 37' 20.090" N	97° 35' 8.997" W
29	27° 37' 20.563" N	97° 33' 7.575" W
30	27° 38' 56.164" N	97° 33' 7.549" W
31	27° 38' 56.238" N	97° 32' 54.383" W
32	27° 39' 5.396" N	97° 32' 53.659" W
33	27° 39' 4.732" N	97° 31' 39.827" W
34	27° 38' 39.306" N	97° 31' 39.842" W
35	27° 38' 39.916" N	97° 29' 42.052" W
36	27° 39' 5.635" N	97° 29' 42.024" W



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Attachment B  
Curtailment Communication Protocol

**Section 1. Purpose and Scope.** This Attachment B establishes the protocol for communication between Chapman Wind and the U.S. Navy at NAS Kingsville (NASK) and NAS Corpus Christi (NASCC) in the event curtailment of wind turbine operations is required.<sup>1</sup>

**Section 2. Parties Authorized to Request Curtailment and Receive Curtailment Requests (Curtailment Contact).**

A. NASK: The duty Facility Watch Supervisor (FWS) is supervised by the NASK Air Traffic Control Facility Officer (ATCFO), who is supervised by the NASK Air Operations Officer (AOO). These three are the only persons authorized to request curtailment for NASK. The FWS is the primary point of contact for all real-time communications between NASK and Chapman Wind for NASK.

B. NASCC: The duty Facility Watch Supervisor (FWS) is supervised by the NASCC Air Traffic Control Facility Officer (ATCFO), who is supervised by the NASCC Air Operations Officer (AOO). These three are the only persons authorized to request curtailment for NASCC. The FWS is the primary point of contact for all real-time communications between NASCC and Chapman Wind for NASCC.

C. The Apex Remote Operations Center (AROC) of Chapman Wind is the only party authorized to receive a request by NASK or NASCC for curtailment.

**Section 4. Procedures for Requesting Curtailment and Reporting that Curtailment is no Longer Required.**

A. NAS Kingsville: After all local procedures have been exhausted and the FWS, ATCFO, or AOO has decided to request curtailment, the FWS, ATCFO, or AOO shall contact the Chapman Wind AROC. The FWS, ATCFO, or AOO will identify himself/herself and state that he/she is calling to request curtailment of operations at the Chapman Wind site and specify if the request is for test, non-test, or emergency purposes. The requesting official shall indicate the anticipated length of time that curtailment is expected to be required, inform Chapman Wind that Navy is logging the request as effective at the time of the call, and inform Chapman Wind which wind turbines (if such wind turbines can be identified) are required to be curtailed to address the negative impact. This logged time allows the Navy to find the time stamp on RADAR tapes if required.

B. NAS Corpus Christi: After all local procedures have been exhausted or when informed by the Federal Aviation Administration (FAA) that Navy Aircraft requiring services to/from NASCC will be altered or terminated, to which the loss of training sorties will be incurred, the NASCC FWS, ATCFO, or AOO shall contact Chapman Wind's AROC and state that he/she is the FWS, ATCFO, or AOO at NASCC calling to request curtailment of operations and specify if the request is for test, non-test, or emergency purposes. The requesting official shall indicate the anticipated length of time that curtailment is expected to be required, inform Chapman Wind that Navy is logging the request as effective at the time of the call, and inform Chapman Wind which wind turbines (if such wind turbines can be identified) are required to be curtailed to address the negative impact.

<sup>1</sup> Capitalized terms used but not otherwise defined within Attachment B shall have the meanings specified in the Agreement.

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C. For both NASK and NASCC, as soon as conditions have changed such that the curtailment is no longer required, the NASK or NASCC FWS, ATCFO, or AOO shall immediately contact the Chapman Wind AROC to report that curtailment is no longer required.

D. If NASCC requests curtailment it shall inform the CRP FAA Air Traffic Control Facility that curtailment operations will be in effect as agreed in Subsection 3.B.

**Section 5. Verification of Curtailment.** When Chapman Wind has completed the curtailment process, the Chapman Wind AROC will contact the Navy official who requested the curtailment to inform him/her that curtailment is completed.

### Section 6. Contact Listing.

#### NAS Kingsville:

1. FWS Primary: (361) 516-4494
2. Air Operations Secondary: (361) 516-6108
3. Tertiary: (361) 516-4100 (NASK Tower, emergency use only)

#### NAS Corpus Christi:

1. FWS Primary: (361) 961-5513
2. ATCFO Secondary: (361) 961-5511
3. Duty Operations Tertiary: (361) 533-7909

#### Apex Remote Operations Center:

1. Primary: (281) 701-7497
2. Secondary: (434) 282-2119

**Section 7. Process Reviews.** To ensure that curtailment is requested only when absolutely necessary, within 14 days after any curtailment request, NASK or NASCC representatives shall review with the appropriate Chapman Wind officials the curtailment request and how it was executed. The purpose of the review is to ensure that proper procedures were followed and identify any lessons learned. In advance of the review, Navy shall provide documentation indicating why the curtailment was requested, and Chapman Wind shall provide documentation indicating the time of curtailment, turbines affected, and duration of the curtailment.