

**AGREEMENT BETWEEN  
THE DEPARTMENT OF DEFENSE,  
THE DEPARTMENT OF THE ARMY,  
AND  
DEER RIVER WIND, LLC  
ADDRESSING THE DEVELOPMENT OF THE  
DEER RIVER WIND PROJECT NEAR COPENHAGEN, NEW YORK**

This is an agreement among the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Army (MILDEP), acting through the Assistant Secretary of the Army for Installations, Energy & Environment (collectively the “DoD Parties”), and Deer River Wind, LLC. Together, these three entities are referred to as “Parties” and individually as a “Party.” Any reference to “DoD Parties” means both and does not indicate that one Party acts for or on behalf of the other.

This agreement is entered into pursuant to section 183a of title 10, United States Code (U.S.C.) and part 211 of title 32, Code of Federal Regulations (CFR).

Attachments A, *Federal Aviation Administration Filings*, B, *Project Area*, and C, *Curtailment Communications Protocol*, are attached to this agreement and made a part hereof.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1. PURPOSE.**

**A. Objective.** The objective of this agreement is to mitigate any potential adverse impact and to minimize risks to national security while allowing the Deer River Wind Project to proceed with development.

**B. De-confliction.** Analysis suggests that a potential conflict may exist between the MILDEP’s operation of the Fort Drum and Wheeler Sack Army Airfield (“WSAAF” or “GTB”), certain radar systems, and the spinning wind turbines associated with the project. The wind turbines generate interference for the WSR-88D Doppler Radar (KTYX) and the Airport Surveillance Radar, ASR-11 (KGTB). Developing protocols to reduce or cease turbine movement during certain periods will mitigate interference. The Parties have focused on de-conflicting these activities and agree that the terms below will allow the mutual goals of the Parties to be met.

**SECTION 2. DEFINITIONS.**

**A. Access.** Either to enter a physical space or to remotely read, copy, edit, divert, release, alter the state of, or otherwise affect information technology systems (e.g., network, data, security, software, hardware).

**B. Actual Curtailment Hours.** Hours of curtailment, beginning when rotor blade rotation stops, and the blades are locked or fully feathered in accordance with this agreement.

**C. ASN.** Federal Aviation Administration Aeronautical Study Number.

**D. Banked Hours.** [RESERVED]

**E. CFIUS.** Committee on Foreign Investment in the United States.

**F. CFR.** Code of Federal Regulations.

**G. Curtailment.** The cessation of wind turbine operations such that the wind turbine blades are not spinning and are either locked (0 Revolutions per minute (RPM) or fully feathered (less than 1 RPM).

1. Curtailment begins when rotor blade rotation stops, or the blades are fully feathered.

2. Curtailment ends 20 minutes after the MILDEP provides notification to Project Owner that cessation of operations is no longer required. The MILDEP and Project Owner acknowledge and agree that 20 minutes is the approximate amount of time necessary for the Project to “ramp up” operations to a point where power can be generated.

3. Curtailment is measured by hours (or any fraction thereof).

**H. Day.** A calendar day unless indicated otherwise.

**I. DoD.** Department of Defense, an executive department of the United States.

**J. FAA.** Federal Aviation Administration, an agency of the United States Department of Transportation.

**K. Fiscal Year.** The period that begins on October 1<sup>st</sup> and ends at the beginning of October 1<sup>st</sup> of the following year.

**L. Hour.** A temporal hour of 60 minutes, not a mega-watt hour. In order to account for fractions of an hour, hours will be calculated by rounding up the time measured to the nearest full minute, then dividing that number by 60, and expressing the quotient as a positive number out to three decimal places. By way of illustration only, if the measured amount of time were 46 minutes and 20 seconds, the time would be rounded up to 47 minutes, and because 47 divided by 60 equals 0.7833333333, the number of hours would be expressed as 0.783.

**M. MILDEP.** Department of the Army, a military department of the United States.

**N. National Security or Defense Purpose.** An emergency circumstance in which the President of the United States, the Secretary of Defense, or a combatant commander under 10 U.S.C. section 164 directs a change to the mission of the Installation in support of emergency circumstances. An emergency circumstance does not include routine changes to the mission of the Installation.

**O. Project.** The Deer River Wind Project, which will consist of the 23 proposed wind turbines and one (1) meteorological evaluation tower (MET) identified on Attachment A by ASN or by substitute ASNs submitted in accordance with section 10.A for Radar impact of this agreement.

**P. Project Owner.** Deer River Wind, LLC, and its successors and assigns. Deer River Wind, LLC is a Delaware limited liability company and successor-in-interest to Atlantic Wind LLC, both are wholly owned subsidiaries of Avangrid Renewables, LLC.

**Q. Radar Adverse-impact Management (RAM).** The technical process designed to minimize the adverse impact of obstruction interference on a radar system. Involves a visit to the radar site by technicians to adjust applicable radar parameters.

**R. Siting Clearinghouse.** The Military Aviation and Installation Assurance Siting Clearinghouse established pursuant to 10 U.S.C. section 183a.

**S. U.S.C.** United States Code.

### **SECTION 3. MITIGATION WITH VOLUNTARY CONTRIBUTION.**

**A. In General.** This agreement is structured to ensure Project Owner may construct and operate the Project without adversely impacting DoD military operations and readiness. Project Owner agrees to limit the total number of Project wind turbines to 23 with maximum heights indicated in Attachment A. Project Owner agrees to limit the total number of METs to one (1) with a maximum height of 345 feet Above Ground Level (AGL). Project Owner agrees to restrict the construction of the Project to the specific geographic coordinates listed in Attachment A and Project Area, as shown in Attachment B. Turbines may be relocated within the project boundary up to 500 feet from the locations listed in Attachment A, provided any single turbine location does not result in the penetration of any higher weather radar elevation angle than is proposed in Attachment A. Should any single turbine increase in height (AGL) or move closer to the WSR-88D Doppler Radar, depicted on Attachment B, the Project owners will provide written notification to the MILDEP to ensure that there is no additional penetration of the higher weather radar elevation angle than proposed in Attachment A.

**B. Impact Analysis during Test Energy Phase.** Following the installation of each wind turbine, Project Owner shall conduct testing of the wind turbine and associated equipment and its ability to generate power and deliver power to the transmission system. This testing and commissioning process shall occur for each wind turbine (individually a “test energy procedure” and, collectively, the “test energy phase”). Project Owner shall notify the MILDEP via email (usarmy.drum.10-mtn-div.mbx.moc@army.mil) when the Project is within 30-60 days of completion (for RAM scheduling purposes) and again when the Project is complete and operational such that the RAM can be accomplished. Prior to the start of the test energy phase, the MILDEP and Project Owner shall meet to discuss the test energy procedure and test energy phase and confirm contact details for Attachment C. During the test energy phase, the MILDEP

and Project Owner shall remain in close communication, particularly regarding Project Owner's scheduling of each test energy procedure and the MILDEP's scheduling of training missions that would be affected by wind turbine operations. The MILDEP agrees to conduct analysis on a not-to-interfere-with-mission-requirements basis regarding any effect on its training operations caused by the test energy procedure of each wind turbine, so long as MILDEP has funding available for such an analysis, and agrees to share with Project Owner any results, including technical parameters, that might indicate curtailment may not be necessary under certain conditions or for certain periods of time.

**C. Voluntary Contribution.** Subject to the terms and conditions of this agreement, Project Owner will pay DoD, not later than the Project's commercial operations date or the date on which any turbines become operational (including turbine testing and commissioning), whichever is earlier, the amount of \$80,000. DoD will use these funds to offset the cost of measures undertaken by DoD to mitigate adverse impacts of this Project or other energy projects within the meaning of 10 U.S.C. section 183a on military operations and readiness or to conduct studies of potential measures to mitigate such impacts. DoD will accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. section 183a(f). Such voluntary contribution may be in addition to voluntary contributions made by other project owners, and such other contributions may be in amounts different from that made by Project Owner. DoD will accept the voluntary contribution on behalf of the DoD Parties and will transfer the funds to appropriate accounts. All voluntary contributions shall be paid electronically through the U.S. Treasury Department website *Pay.gov*.

1. Project Owner shall use one of the following two methods of making payment:

a. ACH Debit (preferred). ACH debit authorizes Pay.gov to request a payment immediately upon processing. Many institutions use ACH debit blocks as a precaution to prevent accidental withdrawals from unauthorized sources. In order to ensure the transaction is not blocked, Project Owner will use DoD's specified ID number as an exception for the debits authorized on the Pay.gov site. The ID for this specific collection is 00008522Z4.

b. ACH Credit. ACH Credit is a promise to arrange a payment from the promisor's bank account to the agency being paid.

2. To complete a voluntary contribution transaction:

a. Visit the Pay.gov website: <https://www.pay.gov/public/form/start/579188704>.

b. Fill out the form provided on the site.

c. Once submitted, print a copy of the confirmation for your records.

3. Data to include on submittal:

a. Collection Number: 2022Deer River/Deer River Wind LLC.

b. Description: Voluntary contribution amount: \$80,000

- c. For further assistance, visit Pay.gov Web Help section:  
<https://www.pay.gov/WebHelp/HTML/about.html>

DoD Office for voluntary contribution settlement:  
WHS Financial Management Directorate  
4800 Mark Center Drive  
Alexandria, VA 22350  
Office: 703-545-0048 / 0028  
Email: whs.mc-alex.fmd.mbx.system-division@mail.mil

The DoD Parties agree to provide any information reasonably required by Project Owner to process the payment such that external auditors may verify the payment. Project Owners shall notify the Clearinghouse when a contribution has been transmitted.

**D. Amendment of Applications. [RESERVED]**

**E. Withdrawal of Objections.**

1. Within 10 days of the execution of this agreement, the DoD Parties shall deliver to the FAA "No Objections with Provisions" for the ASNs corresponding to the wind turbine and MET locations listed on Attachment A.

2. All Parties agree that, if the Project Owner requests to extend the effective period of FAA's Determination of No Hazard to Air Navigation in accordance with 14 CFR section 77.35, then the DoD Parties agree to deliver to the FAA "No Objections with Provisions" to such an extension as requested, provided that the affected ASNs are listed on Attachment A (as amended, if applicable, in accordance with section 10.A), do not exceed the maximum heights specified in Attachment A, are located within the siting parameters of the Project Area specified in Attachment B of this agreement or any amendments to this agreement, that the total number of structures for the Project still does not exceed 23 wind turbines and one (1) MET, and a statement is incorporated into FAA's OE/AAA system referencing this agreement, referring to it by its title, the date executed and its signatories.

3. The DoD Parties agree not to object to the construction and operation of the Project before any federal, state, or local regulatory entity with jurisdiction over the Project (except as provided in sections 6.B and 10.H of this agreement, provided that Project Owner is in material compliance with the terms of this Agreement and that Project Owner has disclosed to the DoD Parties in writing all material facts necessary to fully assess potential adverse impacts and all material facts relevant to other federal, state, or local regulatory entity jurisdictional matters.

**F. Other Regulatory Actions.** This agreement shall not prevent or limit the DoD Parties from communicating, in any form, with any regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting NORAD, operations of WSR-88D Doppler Radar (KTYX) , or the Fort Drum Digital Airspace Radar, ASR-11 (KGTB).

## SECTION 4. CURTAILMENT.

### A. Curtailment for Test Purposes.

**1. Hours.** The MILDEP and Project Owner will manage curtailment hours to protect testing and sensors in accordance with this section. Curtailment hours may be characterized as actual curtailment hours, banked hours, curtailment soft cap hours, or overload hours as described in this section. The MILDEP's tests that will be adversely affected by the electromagnetic interference caused by the spinning of the Project turbines are generally conducted during the workweek, Monday through Friday, and during the hours of 6:00 AM to 10:00 PM (most often from 6:00 AM to 12:00 PM). On an infrequent basis, the MILDEP conducts these tests outside the hours described above.

**2. Curtailment Requirements.** The maximum annual curtailment requirement is 287 hours in any fiscal year.

**3. Curtailment Hours.** Upon the request of the MILDEP, Project Owner agrees to curtail the operations of the wind turbine generators up to 287 hours in any fiscal year and will be apportioned in the MILDEP's sole discretion in any fiscal year in accordance with the following limits:

- a. Up to 6 hours\* from [input time i.e. 6:00 A.M. to 12:00 Noon] during the workweek;
- b. Up to 9:59 hours\* from [input time i.e. 12:01 P.M. to 10:00 P.M.] during the workweek; and
- c. Up to 9:58 hours\* from [input time i.e. 10:01 P.M. to 5:59 A.M.] during the workweek and at all other times.

The MILDEP agrees that in any fiscal year it may only apportion up to 287 curtailment hours under this subsection.

**4. Curtailment Hard Cap and Banked Hours. [RESERVED]**

**5. Overload Hours. [RESERVED]**

**6. Apportionment.** The MILDEP may, in its sole discretion, apportion available hours in any fiscal year to any of the three allotted time periods identified for curtailment.

**7. Maximum Curtailment Requirement.** The maximum curtailment requirement is 287 hours during the first fiscal year period of this agreement and 287 hours during each successive fiscal year period.

**B. Curtailment for Training Purposes.** The maximum curtailment requirement for training is 16 hours of any fiscal year during the first 5-year period of this agreement. For each subsequent 5-year period after the first 5-year period, the MILDEP will re-examine the mission requirements and, in its sole discretion, adjust the total curtailment hours required for the next 5-year period. The maximum curtailment shall not exceed 16 hours for any annual period during the term of this agreement.

**C. Curtailment for a National Security or Defense Purpose.** Upon request by NORAD, or either DoD Party, Project Owner agrees to immediately curtail wind turbine operations for a national security or defense purpose utilizing the communication protocol set out in Attachment C. Such curtailment may not be requested except for a national security or defense purpose. Curtailment for a national security or defense purpose will be temporary in nature and extend only so long as is absolutely necessary to meet the discrete, temporary, and stated national security or defense purpose. This agreement in no way precludes Project Owner from seeking any available legal remedies for any curtailment associated with a national security emergency other than challenging the curtailment itself. Any request for curtailment under this subsection will be communicated by either DoD Party or the applicable NORAD Air Defense Sector (ADS) to Project Owner and will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

**D. Curtailment for Establishing Baselines.** Upon request by MILDEP, the Project Owner agrees, during the first year of operations, to curtail wind turbine operations for a period of up to an aggregate of [10] hours for actions identified by the MILDEP such as establishing baselines, performing flight checks, or conducting tests. The MILDEP will attempt to schedule such curtailment during low- or no-wind situations identified by Project Owner's meteorological data.

**E. Wear and Tear.** It is a fundamental premise of this agreement that the limited curtailment expected to be required from this agreement will not cause excess wear and tear on the Project. Project Owner agrees that it is responsible for any damage or "wear and tear" to the turbines as a result of curtailment (as defined in Section 2.G) pursuant to this agreement.

**F. Disclosure of Curtailment Request.** Project Owner acknowledges that there may be national security considerations associated with any request by the MILDEP for curtailment in accordance with the terms of this agreement and any curtailment resulting therefrom. Project Owner therefore agrees not to disclose any such request or any curtailment resulting therefrom without the prior consent of the MILDEP. The MILDEP agrees that consent to disclose to a business entity with which a non-disclosure agreement is in place will not be unreasonably withheld.

## SECTION 5. REVIEW OF BUSINESS ENTITIES.

**A. Protection of Defense Capabilities.** It is a priority for the MILDEP 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 that may occur due to an activity under foreign control operating in the vicinity of those national defense capabilities and military operations.

**B. Advance Notice.**

1. Project Owner shall provide advance written notice to the MILDEP of the following:
  - a. The names of entities and persons having a direct ownership interest in the Project.
  - b. The names of the material vendors, entities and persons with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the Project.
  - c. The names of any foreign entities and persons being allowed to access the wind turbine structures and associated data systems.

2. For those entities and persons identified under paragraph 5.B.1.a, and 5.B.1.b, the MILDEP agrees to identify to Project Owner, no later than 15 days after the effective date of this agreement, any entity and person posing a security concern. For those entities and persons identified under paragraph 5.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 15 days after the receipt of the name of any foreign entity and person being allowed to access the wind turbines and associated data systems, any entity and person posing a security concern. Project Owner agrees to enter into negotiations with the DoD Parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the site by such persons or representatives of such entities or the use of wind turbines or other permanent on-site equipment manufactured by such entity.

3. Project Owner agrees to provide advance written notice to the MILDEP of Project Owner's use of any material vendor not previously screened pursuant to this section. Project Owner shall allow the MILDEP 15 days following such a notice to conduct a security review and assess any security concern. Project Owner will provide advance written notice of a potential new material vendor but need not wait 15 days if an unexpected situation arises for which employing services or vendors immediately is prudent for the operation of the Project.

**SECTION 6. ASSIGNMENT.**

**A. Right to Assign.** This agreement shall be binding upon the Project Owner and its successors and assigns. If Project Owner and its successors or assigns (assignors) elect to sell, convey, mortgage, assign, or otherwise transfer all or any part of its interests and obligations in the assets comprising the Project (assignment) to any third Party (assignee), assignor shall cause such assignee to expressly acknowledge the existence of this agreement. The assignor shall provide a copy of this agreement to the assignee. The assignee shall provide new point of contact information (as in Section 8) to the DoD Parties.

**B. Notice of Assignment to CFIUS.** If the prospective assignee is a foreign national or foreign owned or controlled business entity, assignor and the proposed assignee shall jointly provide notice of the proposed transaction to CFIUS in accordance with applicable regulations (31 CFR part 800 and 802) and provide a copy of the notice to the MILDEP. Nothing in this agreement shall prohibit or limit DoD 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 applicable statutes and regulations.

**C. Effect of Assignment.** Upon an assignment, assignor shall be relieved of any obligations or liabilities under this agreement to the extent that the assignee has assumed in writing such obligations or liabilities and provided that Project Owner has provided a copy of the assignment, including the assumption of obligations and liabilities, to the DoD Parties.

#### SECTION 7. EFFECTIVE DATE AND EXPIRATION.

**A. Effective Date.** This agreement becomes effective on the date when all Parties have signed.

**B. Expiration.** This agreement shall expire and have no further force and effect upon the occurrence of the earlier of the following:

1. Construction of the Project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The Project is decommissioned.
3. The Installation ceases operations. However, if the WSR-88D, KTYX Radar is replaced with a radar system that has similar needs for mitigation, then this agreement shall not expire.
4. The DoD ceases to use the area impacted and takes appropriate action accordingly
5. Termination of the agreement by written mutual agreement of the Parties.

**C. Actions Prior to Expiration.** Any activities engaged in by the Parties (including the expenditure of part or all of any voluntary contribution) that occurred prior to expiration of this agreement shall remain valid and continue in effect, notwithstanding the expiration of the agreement.

#### SECTION 8. POINTS OF CONTACT AND NOTIFICATION.

**A. Points of Contact (POCs).** Except for communications relating to curtailment governed by Attachment C, the following persons shall be the primary POCs for the Parties for purposes of

this agreement. Any notice, request, or other communication to be provided pursuant to this agreement shall be delivered to the POCs. Any Party may change its POC by providing written notification of the change to the other Parties at least 30 days in advance of the change taking effect.

1. **DoD** – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400, [osd.dod-siting-clearinghouse@mail.mil](mailto:osd.dod-siting-clearinghouse@mail.mil)

2. **MILDEP** – Department of the Army, US Army Garrison, Fort Drum, 1780 Restore Hope Drive, Fort Drum, NY 13602-5046

3. **Project Owner** – Deer River Wind, LLC, Attn: Asset Management, 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210.

**B. Notification.** Any written notice shall be sent by registered or certified mail, postage prepaid, sent by a nationally recognized overnight delivery service that provides a receipt for delivery, or hand delivered. A notice shall be deemed to be received when delivered to the recipient's address.

#### **SECTION 9. BREACH AND DISPUTE RESOLUTION.**

**A. Dispute Resolution:** If a Party believes that another Party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other Parties and provide the breaching Party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach. Failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved Parties as to whether a breach occurred, the involved Parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the MILDEP at the Installation. Disputes may be elevated, on the part of the DoD Parties, to the MILDEP headquarters and then to the Executive Director of the Siting Clearinghouse. If the breach is not cured or resolved after this initial dispute resolution process, any Party may seek to enforce this agreement. Each Party specifically reserves any and all rights or causes of action it may have either at law or in equity to require compliance with any provision of this agreement. Each Party reserves the right to enforce or refrain from enforcing against another Party the terms of this agreement as it sees fit and failure to enforce does not act to excuse future breaches.

#### **SECTION 10. GENERAL PROVISIONS.**

**A. Amendments.** Any Party to this agreement may request that it be amended, whereupon the Parties agree to consult to consider such amendments. Any amendment to this agreement shall become effective when signed by all of the Parties unless its terms provide for a different effective date. Amendments only providing substitute ASNs within the Project boundary, with no change to height or total number of Project ASNs, need only be signed by the MILDEP's and

Project Owner's designated Project officers if filed with FAA within 12 months of the effective date of this agreement.

**B. Integration.** This agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

**C. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York, as may be applicable.

**D. Interpretation.** In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this agreement. Any reference to any Federal, state, interstate, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, as they may have been amended from time to time, unless the context requires otherwise.

**E. Headings and Titles.** The headings or section titles contained in this agreement are inserted solely for convenience and do not constitute a part of this agreement between the Parties, nor should they be used to aid in any manner in the construction of this agreement.

**F. Severability.** If any term, provision, or condition of this agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this agreement and all remaining terms, provisions, and conditions of this agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

**G. Waivers; Remedies Cumulative.** There is no implied waiver of rights under this agreement. No failure or delay on the part of a Party in exercising any of its rights under this agreement or in insisting upon strict performance of provisions of this agreement, no partial exercise by either Party of any of its rights under this agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of any Party under this agreement, other than the requirement to raise a matter of breach within 30 days of discovery. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply with this agreement. The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law.

**H. CFIUS.** Nothing in this agreement shall relieve Project Owner or its successors or assigns from complying with 31 CFR part 800 (Mergers, Acquisitions, and Takeovers by Foreign Persons) nor prevent or limit the Parties from communicating in any form with CFIUS.

**I. Anti-Deficiency.** For the DoD Parties, this agreement is subject to the availability of appropriated funds and sufficient resources. No provision in this agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. section 1341.

**J. Disclosure.** The Parties may freely disclose this agreement with any person or entity. DoD will post the agreement on the Siting Clearinghouse website. Project Owner may mark any part of any document it believes to be proprietary or competition sensitive and that it wants DoD or the MILDEP to exempt from disclosure. The DoD Parties will only disclose any such marked information in accordance with the provisions of 5 U.S.C. section 552 (the Freedom of Information Act).

**K. No Third-Party Beneficiaries.** Nothing in this agreement, express or implied, is intended to give to, or shall be construed to confer upon, any person not a Party any remedy or claim under or by reason of this agreement. This agreement shall be for the sole and exclusive benefit of the Parties and their respective successors and assigns.

**L. Full and Complete Satisfaction.** The completion of the obligations of each of the Parties under this agreement constitute the full and complete satisfaction of those obligations.

**M. Other Federal Agencies.** This agreement does not bind any Federal agency, other than the DoD Parties, nor waive required compliance with any law or regulation.

**N. Completion of Construction.** Within 60 days of the completion of construction of the Project, Project Owner shall deliver to DoD copies of the FAA form 7460-2 for each ASN, including the final coordinates for each turbine erected.

**O. Grid Operator Protocols.** Project Owner shall disclose this curtailment requirement to the grid operator and shall comply with the mitigation agreement's curtailment provisions, including requesting waivers from the grid operator if grid protocols would interfere with this mitigation agreement.

*[Continued on following page]*

**P. Signature/Counterparts.** The Parties represent and warrant that the signatories below have authority to sign on behalf of and bind each respective Party, and that no other signature is required to bind that Party. This agreement may be executed in several counterparts, each of which shall be deemed an original, all of which shall constitute but one and the same instrument.

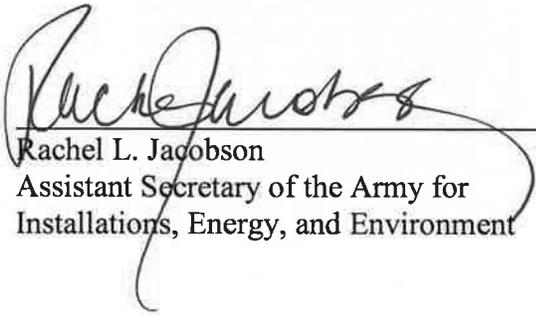
**IN WITNESS WHEREOF**, the Parties have executed and delivered this agreement.

**FOR THE DEPARTMENT OF DEFENSE**

\_\_\_\_\_  
Brendan M. Owens  
Assistant Secretary of Defense for  
Energy, Installations, and Environment

\_\_\_\_\_  
Date

**FOR THE DEPARTMENT OF THE ARMY:**

  
\_\_\_\_\_  
Rachel L. Jacobson  
Assistant Secretary of the Army for  
Installations, Energy, and Environment

Nov 9, 2023  
\_\_\_\_\_  
Date

**FOR DEER RIVER WIND, LLC  
An Oregon Limited Liability Company**

DocuSigned by:  
  
\_\_\_\_\_  
7E3630F16E82493...  
Authorized Representative  
Sara Parsons

1/4/2024  
\_\_\_\_\_  
Date

Legal

DS  

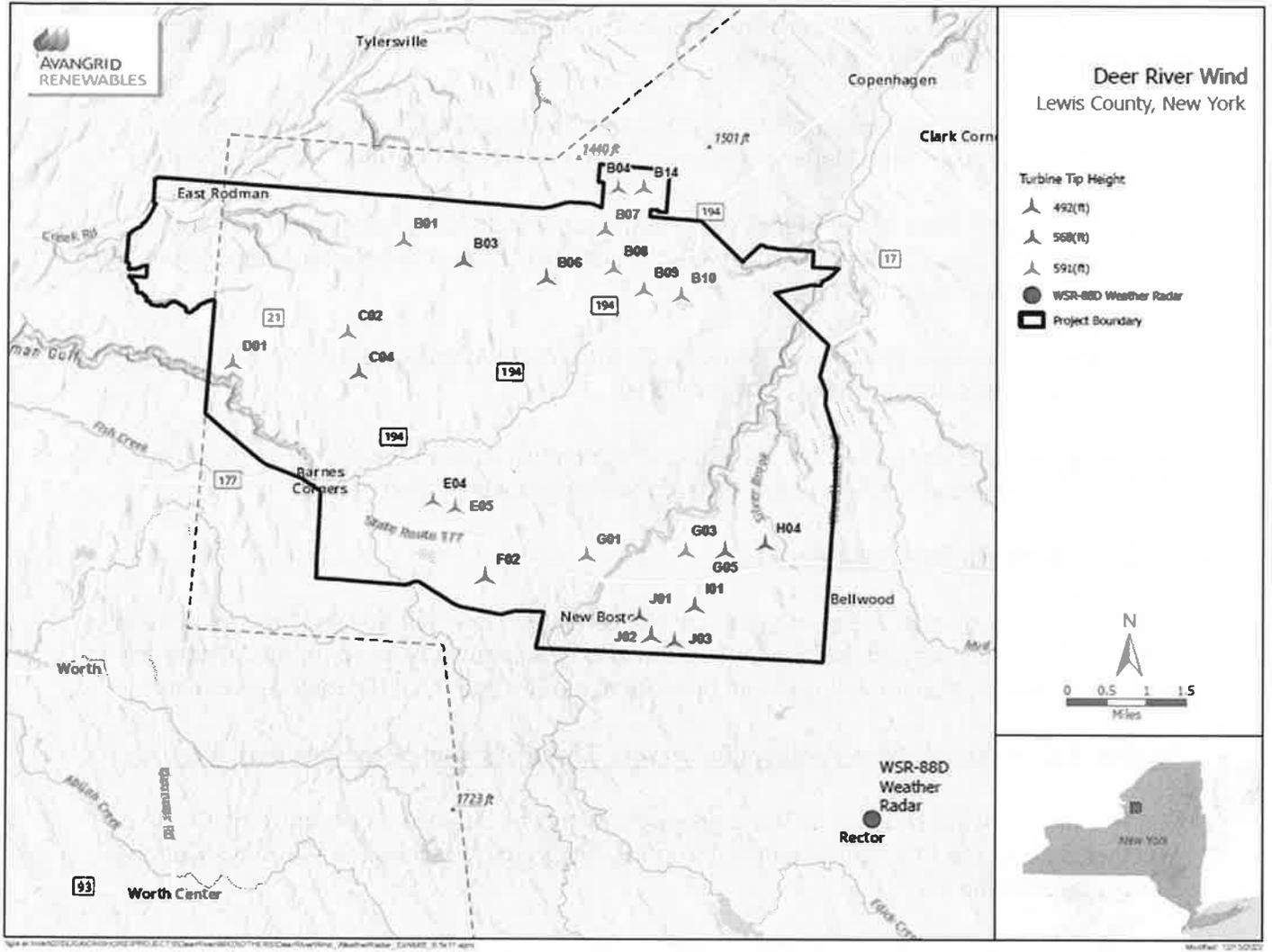

DocuSigned by:  
  
\_\_\_\_\_  
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Authorized Representative  
Stephanie La Pier

1/5/2024  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
Federal Aviation Administration Filings

ASN	City	State	Str. Type	Str. Name	AGL	Latitude	Longitude	Elevation Angle penetrated
2018-WTE-6679-OE	Copenhagen	NY	Wind Turbine	B3	568	43-51-35.71N	75-46-53.27W	1st
2018-WTE-6680-OE	Copenhagen	NY	Wind Turbine	B4	591	43-52-23.47N	75-44-32.59W	1st
2018-WTE-6682-OE	Copenhagen	NY	Wind Turbine	B6	492	43-51-23.32N	75-45-36.90W	1st
2018-WTE-6683-OE	Copenhagen	NY	Wind Turbine	B7	591	43-51-54.95N	75-44-44.75W	1st
2018-WTE-6684-OE	Copenhagen	NY	Wind Turbine	B8	591	43-51-30.12N	75-44-37.46W	1st
2018-WTE-6693-OE	Copenhagen	NY	Wind Turbine	C4	568	43-50-21.01N	75-48-27.99W	1st
2018-WTE-6694-OE	Copenhagen	NY	Wind Turbine	D1	591	43-50-28.00N	75-50-21.78W	1st
2018-WTE-6695-OE	Copenhagen	NY	Wind Turbine	E4	591	43-48-55.03N	75-47-22.71W	1st
2018-WTE-6696-OE	Copenhagen	NY	Wind Turbine	E5	591	43-48-49.13N	75-47-02.04W	1st
2018-WTE-6697-OE	Copenhagen	NY	Wind Turbine	F2	492	43-48-02.85N	75-46-35.38W	1st
2018-WTE-6698-OE	Copenhagen	NY	Wind Turbine	G1	591	43-48-17.05N	75-45-03.82W	1st
2018-WTE-6699-OE	Copenhagen	NY	Wind Turbine	G3	591	43-48-19.83N	75-43-33.02W	1st
2018-WTE-6700-OE	Copenhagen	NY	Wind Turbine	G5	568	43-48-19.22N	75-42-58.93W	1st
2018-WTE-6701-OE	Copenhagen	NY	Wind Turbine	H4	492	43-48-24.37N	75-42-21.30W	1st
2018-WTE-6702-OE	Copenhagen	NY	Wind Turbine	I1	492	43-47-42.78N	75-43-25.67W	1st
2018-WTE-6704-OE	Copenhagen	NY	Wind Turbine	J2	492	43-47-22.82N	75-44-04.97W	1st
2018-WTE-6705-OE	Copenhagen	NY	Wind Turbine	J3	492	43-47-19.37N	75-43-44.07W	1st
2020-WTE-5529-OE	Copenhagen	NY	Wind Turbine	B1	591	43-51-49.39N	75-47-46.96W	1st
2020-WTE-5530-OE	Copenhagen	NY	Wind Turbine	B10	591	43-51-11.49N	75-43-36.42W	1st
2020-WTE-5532-OE	Copenhagen	NY	Wind Turbine	B14	591	43-52-23.15N	75-44-09.54W	1st
2020-WTE-5533-OE	Copenhagen	NY	Wind Turbine	B9	591	43-51-15.35N	75-44-10.09W	1st
2020-WTE-5534-OE	Copenhagen	NY	Wind Turbine	C2	591	43-50-48.07N	75-48-37.89W	1st
2020-WTE-5535-OE	Copenhagen	NY	Wind Turbine	J1	568	43-47-36.44N	75-44-15.96W	1st
2022-WTE-3386-OE	Copenhagen	NY	Met Tower (w/WT Farm)	PMM1	345	43-48-43.38N	75-47-17.11W	

# ATTACHMENT B Deer River Wind Project Map



**ATTACHMENT C**  
Curtailment Communications Protocol

**Section 1. Notices.**

The following persons shall be the primary points of contact (“POCs”) for the Parties for purposes of administering this agreement.

- A. DoD – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400
- B. MILDEP – Department of the Army, US Army Installation Management Command, Headquarters, United State Army Garrison at Fort Drum, 1780 Restore Hope Drive, Fort Drum, New York 13602-4200
- C. Project Owner – Deer River Wind, LLC, Attn: Asset Management, 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210.

Any Party may change its POC by providing written notification of the change to the other Parties at least fifteen (30) days in advance of the change taking effect.

**Section 2. Criteria for Curtailment.**

The Parties agree that the following protocol in Section 3 below will be used for communication between Project Owner and the MILDEP in the event curtailment of wind turbine operations will occur under circumstances delineated in both Sections 4 A. and B. of the main agreement.

**Section 3. Communications Protocol for Severe Thunderstorm Warnings and Watches.**

A. The following Deer River Wind phone numbers and emails will be added by GTB Weather Desk to the Joint Environmental Toolkit, Integrated Watches and Warnings Control System distribution list:

National Control Center: (503) 796-6931; nationalcontrolcenter@avangrid.com

B. GTB Weather Desk will notify Deer River Wind by telephone with a curtailment request for the following warnings and watches:

1. “Severe Weather Warnings. A thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93 km/h), or hail at least one quarter inch (1/4”) in diameter.
2. “Severe Weather Watches. Conditions favorable for the development of a thunderstorm that produces a tornado, winds of at least 51 mph (45 knots or ~93km/h), or hail at least one quarter inch (1/4”) in diameter.
3. Weather conditions consistent with icing, tornadic events, or microburst conditions occurring within 60 nm of WSR-88D, KTYX Radar.

C. Once the Project has ceased operation, Project Owner will send a curtailment confirmation email to the following GTB Weather Desk distribution list:

GTB Weather Desk: 18WS.Det1.10thMTNDIVSWO@us.af.mil  
Phone (315) 772-6065 or (315) 804-4417

24-Hour MOC Battle NCO/Captain: usarmy.drum.10-mtn-div.mbx.moc@army.mil  
Phone: (315) 772-8620 or (315) 772-3632

D. The Project will be ramped down remotely in a controlled fashion and the turbines will be placed in a “paused” or “feathered” state for the duration of the curtailment.

E. If the weather event prompting the curtailment request notification is over or such curtailment is otherwise no longer necessary, GTB Weather Desk must provide Deer River Wind immediate notification by calling the following telephone number for the

Project Operation Center: National Control Center: (503)796-6931

F. If, after a reasonable amount of time, the Project Owner believes it should have been notified that curtailment is no longer necessary but has not been notified as to this by GTB Weather Desk, the Project Owner may contact the GTB Weather Desk to confirm the status of curtailment. The GTB Weather Desk shall provide the Project Owner with a phone number and email in order to facilitate this communication and shall update the same promptly to reflect any changes that may occur from time to time. The current contact information for the GTB Weather Desk is as follows:

GTB Weather Desk: 18WS.Det1.10thMTNDIVSWO@us.af.mil  
Phone (315) 772-6065 or (315) 804-4417

G. Project Owner will resume operation of the Project following the earlier of (a) receipt of notice by phone from GTB Weather Desk that whatever conditions described in paragraph 3.B above which prompted the curtailment instructions have abated or (b) the expiration, per the instructions of GTB Weather Desk, of any static curtailment period.

H. Promptly following the commencement of operations on any Project wind turbines previously curtailed pursuant to paragraph 3.B. above, Project Owner will send email notice of the resumed operations to the GTB Weather Desk distribution list, above, in paragraph 3.C.

#### **Section 4. Communications Protocol for Test Purposes or Military Training Purposes.**

A. The Directorate of Plans, Training, Mobilization and Security (DPTMS), USAG Garrison, Ft Drum will plan and coordinate for a curtailment request to the Project Owner more than 36 hours in advance of the start of curtailment. The Mountain Operations Center (MOC) at Fort Drum, NY will call the following Project Owner telephone number for the Project Operation Center to request curtailment, stating the purposes, reason or basis, and duration of the test or military training purpose requiring the curtailment request, and the DPTMS, US Army

Garrison, Fort Drum, NY will follow with a written explanation containing this information within 24 hours:

National Control Center: 503-796-6931 and nationalcontrolcenter@avangrid.com

B. Once the Project has curtailed in accordance with a request from the MOC pursuant to this agreement, Deer River Wind will send a curtailment confirmation email to the following GTB distribution list:

24 Hour MOC Battle NCO/Captain: usarmy.drum.10-mtn-div.mbx.moc@army.mil;  
Phone: (315) 772-8620 or (315) 772-3632

C. Deer River Wind will resume operation of the Project after the duration required by the curtailment request or, as appropriate, upon immediate notification by the MOC that curtailment shall cease.

D. If, after a reasonable amount of time, the Project believes it should have been notified that curtailment is no longer necessary but has not been notified as to this by the MOC, the Project may call the MOC to confirm the status of curtailment. The MOC shall provide the project with a phone number in order to facilitate this communication and shall update the same promptly to reflect any changes that may occur from time to time. The current contact information for the MOC is as follows:

Phone: (315) 772-8620 or (315) 772-3632

#### **Section 5. Communications Protocol for a National Security or Defense Purpose.**

Under circumstances described in section 4.B of the main agreement, the MILDEP or NORAD will call the Project operations center at 503-796-6931 and request immediate curtailment. Advance notification is unlikely due to the unpredictable and dynamic nature of national security or defense events. The MILDEP or NORAD will call the Project operations center as soon as possible after the national security or defense event is terminated and curtailment is no longer required.

#### **Section 6. Communications Protocol and Review Post Curtailment Event.**

In an effort to continually improve and streamline the communications process during a curtailment event, within 30 days of any curtailment event both Parties will conduct an after-action review of the sequence of events. The review will cover the notification, receipt of acknowledgement, curtailment of turbines, verification message, cessation of curtailment event conditions/criteria, and other lessons learned that may be of value to the Parties. The after-action review process recommendations are non-binding but may be adopted into further versions of this agreement as per Section 10.A.