

**AGREEMENT  
AMONG THE DEPARTMENT OF DEFENSE,  
THE DEPARTMENT OF THE ARMY  
AND  
PPM ROARING BROOK, LLC,  
ADDRESSING THE DEVELOPMENT OF THE  
ROARING BROOK WIND PROJECT**

This is an agreement between 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 (Installations, Energy and Environment) (“DOD Parties”); and PPM Roaring Brook, LLC (“Roaring Brook,” “Project Owner,” or “Owner”). Together, these three entities are referred to as “parties” and individually as a “party”. Any reference to “DoD parties” means both DoD and the MILDEP and does not indicate that one party acts for or on behalf of the other. In this agreement, DoD does not include the United States Army Corps of Engineers when engaged in its civil works program, including any permitting actions.

This agreement is to mitigate the impacts on the national defense from the development of the Roaring Brook Wind Project, a 77.8 megawatt (MW) wind turbine energy project in Lewis County, New York, currently owned by Roaring Brook, hereinafter referred to as the “Project.” The Federal Aviation Administration part 77 Aeronautical Study Numbers (ASNs) associated with the Project are: 2018-WTE-5546-OE to 2018-WTE-5570-OE, inclusive. The proposed locations of the turbines are within the boundaries indicated in Attachment A.

Attachment A, *Project Boundaries*, Attachment B, *Table of Federal Aviation Administration Turbine Coordinates and ASN Numbers*, and Attachment C, *Curtailment Communications Protocol*, are attached to this agreement and made a part hereof.

This agreement is entered into pursuant to 10 U.S.C. section 183a and 32 C.F.R. part 211.

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 allow energy development in a way that does not adversely impact military operations and readiness.

**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”), New York and spinning wind turbines associated with the project. The wind turbines generate interference for the WSR-Doppler Radar and additional targets for the Digital Airspace Rader (DASR-11). 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. Actual Curtailment Hours.** The term “actual curtailment hours” means hours of curtailment beginning when rotor blades are fully feathered in accordance with this agreement.

**B. ASN.** The acronym “ASN” means a Federal Aviation Administration Aeronautical Study Number.

**C. CFIUS.** The acronym “CFIUS” means the Committee on Foreign Investment in the United States.

**D. C.F.R.** The acronym “C.F.R.” means the Code of Federal Regulations.

**E. Curtailment.** The terms “curtail” and “curtailment” mean the temporary cessation of wind turbine operations in accordance with the following:

1. Curtailment begins when rotor blades are fully feathered and rotation of the blades is less than 1 RPM or the blades are fully locked.

2. Curtailment ends when MILDEP provides notification to the designated contact at Owner’s National Control Center that that cessation of operations is no longer required.

3. Curtailment is measured is measured in five (5) minute increments rounded up or down to the nearest five minute increment provided that no interval shall count as zero minutes.

**F. Day.** The term “day” means a calendar day unless indicated otherwise.

**G. DoD.** The acronym “DoD” means the Department of Defense, an executive department of the United States.

**H. FAA.** The acronym “FAA” means the Federal Aviation Administration.

**I. Fiscal Year.** The term “fiscal year” means the period that begins on October 1st and ends at the beginning of October 1st of the following year.

**J. Hour.** The term “hour” means a temporal hour of 60 minutes, not a MW-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.

**K. MILDEP.** The acronym “MILDEP” means the Department of the Army, a military department of the United States.

**L. National Security or Defense Purpose.** The term “national security or defense purpose” means an emergency circumstance where 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.

**M. Project.** The term “project” means the proposed wind turbines identified within the boundary on Attachment A. The location, but not the maximum height or maximum number of the turbines, may be altered in accordance with the terms of this agreement.

**N. Project Owner.** The term “Project Owner” or “Owner” means PPM Roaring Brook, LLC.

**O. Severe Weather Warning.** An alert designed to notify interested parties that significant weather impacts are occurring and present an immediate threat to the local area. The local area is defined as a five nautical mile (nm) radius around GTB. The term “Severe Weather” means 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.

**P. Severe Weather Watch.** An alert designed for planning purposes to notify interested parties that conditions are favorable to produce significant weather impacts in the local area. The local area is defined as a five nautical mile (nm) radius around GTB. Significant weather event means 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.

**Q. Siting Clearinghouse.** The term “Siting Clearinghouse” means the Military Aviation and Installation Assurance Siting Clearinghouse established pursuant to 10 U.S.C. section 183a.

**R. U.S.C.** The acronym “U.S.C.” means the United States Code.

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

**A. In General.** This agreement is structured to enable Project Owner to proceed immediately with the construction and operation of the project. Project Owner agrees to limit the total number of project wind turbines to 20, and the Project’s wind turbine blade tips to a maximum height of 591 feet above ground level. Twenty five (25) turbine locations have been filed with FAA for the project. Two (2) of these locations are reserved for permanent meteorological towers (MET) locations, twenty (20) are proposed turbine locations, and three (3) are alternate turbine locations. The project will consist of up to twenty (20) turbines. Sixteen (16) turbines will not exceed 591’ and four (4) turbines will not exceed 493’. Attachment A depicts the Project boundary. Preliminary proposed turbine locations are identified in Attachment B. Turbines may be relocated within the boundary up to 500’ from the locations listed in Attachment B provided any single turbine location does not result in the penetration of any higher weather radar elevation angle than is proposed in Attachment B. Should any single turbine increase in elevation (mean sea level) or move closer to the Montague radar tower, the

Project owners will coordinate with Fort Drum in writing to ensure no additional penetration of the higher weather radar elevation angle.

**B. Impact Analysis during Test Energy Phase.** Following the installation of each wind turbine, Project Owner will 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 will occur for each wind turbine (individually, a “test energy procedure” and collectively the “test energy phase”). Prior to the start of the test energy phase, the MILDEP and Project Owner agree 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 during the Test Energy Phase that could potentially be affected by wind turbines. 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 indicate curtailment is not necessary under certain conditions or for certain periods of time.

**C. Voluntary Contribution.** Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD not later than the end of the project’s test energy phase or the date on which any turbine becomes operational, whichever is earlier, the amount of \$30,000 for the sole purpose of offsetting the cost of measures undertaken by DoD to mitigate adverse impacts of this or other projects on military operations and readiness or to conduct studies of potential measures to mitigate such impacts, and DoD shall accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. section 183a(f). DoD Parties agree that the contribution is the sole and maximum amount required to mitigate potential impacts and will not seek additional contributions. At the discretion of the DoD Parties, the DoD Parties may combine the funds with voluntary contributions made by other project owners, and such other contributions may be in amounts different from that made by Project Owner. Project Owner shall 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. Project Owner will advise the DoD parties when the voluntary contribution has been submitted to enable the tracking and transfer of the funds:

Washington Headquarters Services  
Financial Management Directorate  
ATTN: Mr. Kalinskie Gillam  
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 Contribution 358g 111-383 Payment." Go directly to the form using the following URL:  
<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=47167256>.

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.

**D. Amendment of Applications.** Project Owner agrees to amend its applications before the FAA, listed on Attachment B, by incorporating this agreement into each of those applications. This amendment will be completed prior to the withdrawal of objection cited in the following sub-paragraph.

**E. Withdrawal of Objections.** Within 10 days of Project Owner amending all of its applications before the FAA pursuant to subsection D, above, the DoD parties shall deliver to the FAA "No Objections with Provisions" to the ASNs corresponding to the wind turbine locations listed on Attachment A to this agreement. The "Provisions" shall consist of this agreement in its entirety.

**F. Other Regulatory Actions.** The DoD parties may communicate with any other regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting the installation beyond the project. Provided Project Owner carries out the terms of this Agreement, the DoD parties agree not to posit any objection to the approval, construction or operation of the Project to any other federal, state, or local regulatory entity with jurisdiction over the Project except as provided in Section 6.B. of this Agreement.

#### **SECTION 4. CURTAILMENT.**

**A. Curtailment Procedures.** Roaring Brook will curtail the Project under the limited circumstances identified below to mitigate potential impacts on the WSR-88D, KTYX Radar and to military operations and readiness:

1. Roaring Brook and the DoD Parties agree to the curtailment communications protocol in accordance with Attachment C.

2. Curtailment for warnings and watches. Upon receipt of telephone communication in accordance with the communication protocol in Attachment C for Severe Weather Warnings or Severe Weather Watches, or weather conditions consistent with icing, tornadic events, or microburst conditions within 60 nautical miles of the WSR-88D, KTYX Radar for up to but not to exceed 167 hours in a 12 month rolling period.



3. Curtailment for radar test purposes. A telephone call from 1st Detachment, 18th Weather Squadron, weather station located on GTB or by WSAAF air traffic control personnel requesting for test purposes for up to 10 hours for a rolling 12 month period.

4. Curtailment for training mission purposes. A telephone call and prior coordination by Fort Drum, New York (FDNY) requesting curtailment for aviation training for up to but not to exceed 16 hours in a rolling 12-month period.

**B. Curtailment for a National Security or Defense Purpose.** In addition to curtailment provided elsewhere in this agreement, the MILDEP may request, and Project Owner will agree, to immediately curtail wind turbine operations for a national security or defense purpose. 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. The MILDEP determines whether a national security or defense purpose for curtailment exists, and how long such curtailment shall last. Subsequent to performing such curtailment, the Project Owner may seek any available legal remedies for any curtailment associated with a national security or defense purpose, other than challenging the curtailment itself. Any request for curtailment under this subsection will include the releasable portions of the President's, the Secretary's, or the combatant commander's mission order.

**C. Electric Grid Reliability.** The parties agree that Project Owner will be subject to and required to comply with the protocols of the grid operator and that such protocols will control how quickly Project Owner can curtail and resume its generation of power. The project may be required to operate its turbines if directed by the New York Independent System Operator, as required by the North American Reliability Council rules or otherwise for purposes of ensuring the reliability and safety of the electric grid ("Must-run Obligation") and in such case, the Must-run Obligation will have precedence over a curtailment request issued pursuant to any provision of this agreement, and Project Owner will not be required to curtail during the Must-run Obligation. The Project Owner will notify FDNY as soon as practically possible that a Must-Run Obligation is occurring.

**D. 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, F.) pursuant to this agreement.

**E. 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 to not unreasonably withhold consent to disclose to a business entity with which a non-disclosure agreement is in place.

## **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 will provide advance written notice to the MILDEP of the names of business entities having a direct ownership interest in the project.

2. For those business entities identified under paragraph 1, the MILDEP agrees to identify to Project Owner, no later than 15 days after the effective date of this agreement, any business entity posing security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such security concern. Any such security concern must be resolved prior to allowing access to the site by representatives of such a business entity or the use of wind turbines or other permanent on-site equipment manufactured by such a business entity.

**SECTION 6. ASSIGNMENT.**

**A. Right to Assign.** This agreement shall be binding upon the Project Owner and its successors and assigns. Project Owner and its successors or assigns (assignors) have the right 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), without the prior consent of the DoD parties, provided that such assignment expressly acknowledges the existence of this agreement and a copy of this agreement is provided to the assignee.

**B. Notice of Assignment to CFIUS.** 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 50 U.S.C. section 2170.

**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 it.

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

1. Construction of the project has not commenced within the time prescribed under 14 C.F.R. sections 77.33(b) and 77.35.

2. The project is decommissioned.
3. The installation ceases operations.
4. Termination of the agreement by written mutual agreement of the parties.

5. Termination or expiration of the ASNs identified in Attachment B, unless replaced with new ASNs obtained from the FAA within 24 months of the execution date of this agreement, the turbine quantity, locations, and characteristics (dimensions, etc.) of which must be consistent with this agreement.

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

**Points of Contact (POCs).** The parties will communicate according to the communications protocol contained in Attachment C.

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

**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 an opportunity to cure the breach. 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 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 against another party the terms of this agreement as it sees fit. 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 replacements of expired ASNs without any other change to the FAA filing or changes to primary points of contact may be made in writing by the MILDEP's and Project Owner's designated project officers.

**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 C.F.R. 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 and DoD intends to post the agreement on the Siting Clearinghouse website. Project Owner shall mark that part of any document it believes to be proprietary or competition sensitive 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. § 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 and 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.

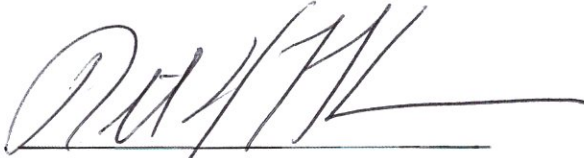
**M. Other Federal Agencies.** This agreement does not bind any Federal agency, other than the DoD parties, nor waive required compliance with any law or regulation.

**N. As-Built Locations.** Within 60 days of the completion of construction of the project, the Project Owner shall deliver MILDEP copies of the FAA form 7460-2, including the final coordinates for each turbine erected.

**P. Signature/Counterparts.** The parties represent and warrant that the signatories below have the authority to sign on behalf of each respective party, and no other signature is required to enter into and 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**



Robert H. McMahon  
Assistant Secretary of Defense  
(Sustainment)

07/18/19  
Date

**FOR THE DEPARTMENT OF THE ARMY**



Alex A. Beehler  
Assistant Secretary of the Army  
(Installations, Energy & Environment)

7/1/19  
Date

**FOR PPM ROARING BROOK, LLC**

DocuSigned by:  
Jesse Gramer  
B16B28A1B108411

Authorized Representative

6/24/2019

Date

LEGAL  


DocuSigned by:  
Jesse Gramer  
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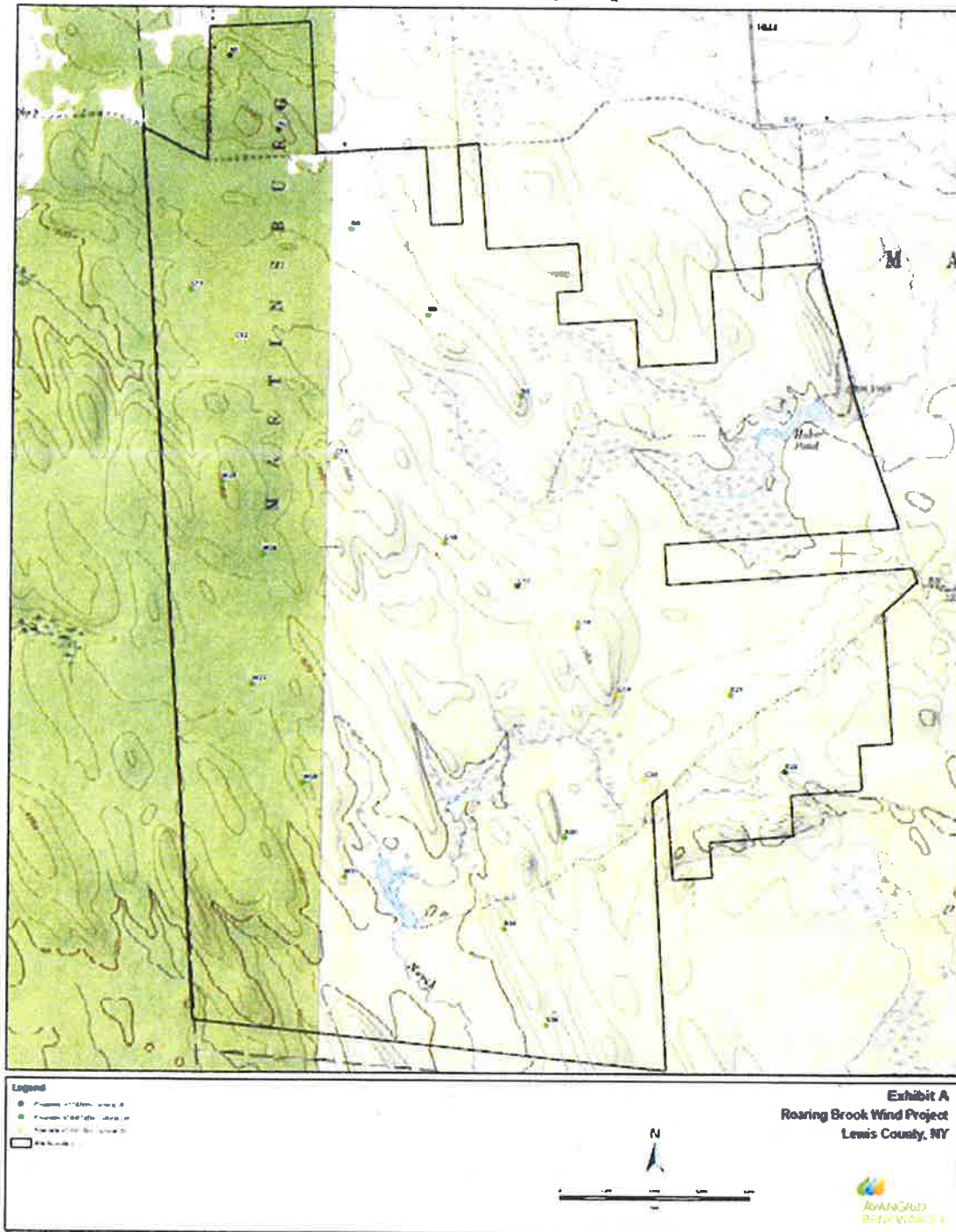
Authorized Representative

6/24/2019

Date

**ATTACHMENT A TO THE AGREEMENT  
BETWEEN THE DEPARTMENT OF DEFENSE; DEPARTMENT OF THE ARMY  
AND PPM ROARING BROOK WIND, LLC**

**Project Boundary Map**





**ATTACHMENT B TO THE AGREEMENT  
BETWEEN DEPARTMENT OF DEFENSE; DEPARTMENT OF THE ARMY;  
AND PPM ROARING BROOK WIND, LLC**

**Table of Turbine Coordinates and ASN Numbers**

Roaring Brook Wind Project  
FAA Filings (6-18-2018)

Structure Name	Structure Type	PRIOR ASN	NEW ASN	STATUS	Latitude (Deg)	Latitude (Min)	Latitude (Sec)	Latitude (Dir)	Longitude (Deg)	Longitude (Min)	Longitude (Sec)	Longitude (Dir)	Horizontal Datum	Site Elevation (AMSL FEET)	Vertical Datum	Structure Height (AGL Feet)
C11	Wind Turbine	2015-WTE-2208-OE	2018-WTE-5546-OE	Proposed	43	43	23.4492016	N	075	38	09.384888	W	NAD83	1925.713844	NAVD88	591
C12	Wind Turbine	2015-WTE-2210-OE	2018-WTE-5547-OE	Alternate	43	43	12.6043873	N	075	37	56.258693	W	NAD83	1931.098047	NAVD88	591
C14	Wind Turbine	2015-WTE-2212-OE	2018-WTE-5548-OE	Proposed	43	42	48.9589971	N	075	37	26.560690	W	NAD83	1980.507741	NAVD88	591
C16	Wind Turbine	2015-WTE-2214-OE	2018-WTE-5549-OE	Proposed	43	42	31.4226303	N	075	36	54.273066	W	NAD83	1937.564399	NAVD88	591
C17	Wind Turbine	2015-WTE-2215-OE	2018-WTE-5550-OE	Proposed	43	42	22.5984532	N	075	36	32.836067	W	NAD83	1939.103896	NAVD88	492
C18	Wind Turbine	2015-WTE-2216-OE	2018-WTE-5551-OE	Proposed	43	42	14.1222737	N	075	36	15.234148	W	NAD83	1959.707016	NAVD88	591
C19	Wind Turbine	2015-WTE-2217-OE	2018-WTE-5552-OE	Alternate	43	42	00.5275655	N	075	36	03.189949	W	NAD83	1942.255978	NAVD88	591
C20	Wind Turbine	2015-WTE-2218-OE	2018-WTE-5553-OE	Alternate	43	41	42.7954443	N	075	35	55.123400	W	NAD83	1930.234795	NAVD88	591
E21	Wind Turbine	2017-WTE-3083-OE	2018-WTE-5554-OE	Proposed	43	42	00.7025007	N	075	35	30.828655	W	NAD83	1941.765961	NAVD88	591
E23	Wind Turbine	2017-WTE-3084-OE	2018-WTE-5555-OE	Proposed	43	41	44.7806130	N	075	35	14.395916	W	NAD83	1964.054542	NAVD88	492
N1	Wind Turbine	2015-WTE-2198-OE	2018-WTE-5556-OE	Proposed	43	44	12.2143667	N	075	37	59.296326	W	NAD83	1947.549179	NAVD88	492
N2	Wind Turbine	2015-WTE-2200-OE	2018-WTE-5557-OE	Proposed	43	43	58.9527867	N	075	37	44.748394	W	NAD83	1980.821946	NAVD88	492
N4	Wind Turbine	2015-WTE-2203-OE	2018-WTE-5558-OE	Proposed	43	43	36.2473971	N	075	37	23.014122	W	NAD83	1950.256782	NAVD88	591
N6	Wind Turbine	2015-WTE-2211-OE	2018-WTE-5559-OE	Proposed	43	43	18.5936384	N	075	37	00.377019	W	NAD83	1941.930364	NAVD88	591
N8	Wind Turbine	2017-WTE-3086-OE	2018-WTE-5560-OE	Proposed	43	43	02.1845422	N	075	36	32.754830	W	NAD83	1958.513942	NAVD88	591
S34	Wind Turbine	2017-WTE-3091-OE	2018-WTE-5563-OE	Proposed	43	41	11.5777727	N	075	36	38.319421	W	NAD83	1942.627212	NAVD88	591
S36	Wind Turbine	2017-WTE-3092-OE	2018-WTE-5564-OE	Proposed	43	40	51.7466887	N	075	36	22.712572	W	NAD83	1925.687007	NAVD88	591
S38	Wind Turbine	2017-WTE-3094-OE	2018-WTE-5565-OE	Proposed	43	41	30.7003708	N	075	36	18.149880	W	NAD83	1917.936309	NAVD88	591
W25	Wind Turbine	2015-WTE-2223-OE	2018-WTE-5566-OE	Proposed	43	42	43.6031461	N	075	37	59.337859	W	NAD83	1980.423259	NAVD88	591
W26	Wind Turbine	2015-WTE-2224-OE	2018-WTE-5567-OE	Proposed	43	42	28.7357988	N	075	37	47.101387	W	NAD83	1960.382244	NAVD88	591
W27	Wind Turbine	2017-WTE-3090-OE	2018-WTE-5568-OE	Proposed	43	42	01.5959049	N	075	37	49.546327	W	NAD83	1925.555945	NAVD88	591
W29	Wind Turbine	2015-WTE-2227-OE	2018-WTE-5569-OE	Proposed	43	41	41.3415624	N	075	37	34.285476	W	NAD83	1941.049067	NAVD88	591
W31	Wind Turbine	2015-WTE-2228-OE	2018-WTE-5570-OE	Proposed	43	41	21.9880909	N	075	37	22.067283	W	NAD83	1922.602239	NAVD88	591
PM1	Met Tower			Proposed	43	41	2.084161	N	075	36	30.634049	W	NAD83	1940.352673	NAVD88	345
PM2	Met Tower			Alternate	43	41	31.51743	N	075	37	28.457892	W	NAD83	1933.451587	NAVD88	345



**ATTACHMENT C TO THE AGREEMENT  
BETWEEN DEPARTMENT OF DEFENSE; DEPARTMENT OF THE ARMY;  
AND PPM ROARING BROOK WIND, LLC**

**Communication Protocol**

**Section 1. Notices.**

The following persons shall be the primary points of contact (“POCs”) for the parties for purposes of administering this agreement. 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. POC changes take effect immediately upon notification.

**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 Garrison at Fort Drum, New York

**C. Project Owner** –PPM Roaring Brook Wind, LLC, Attn: Rob Batarags, 1125 NW Couch Street, Suite 700, Portland, Oregon 97209.

**Section 2. Criteria for Curtailment.**

The parties agree that the following protocol will be used for communication between Roaring Brook Wind and the MILDEP in the event curtailment of wind turbine operations and will occur only under circumstances delineated in paragraph 4.

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

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

Wind Project Operation Center: 503-796-6931

[nationalcontrolcenter@avangrid.com](mailto:nationalcontrolcenter@avangrid.com)

**B.** GTB Weather Desk will notify Roaring Brook 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. 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 Wind Project has ceased operation, Roaring Brook Wind will send a curtailment confirmation email to the following GTB Weather Desk distribution list:

1. GTB Weather email: [usarmy.drum.18-asog.mbx.weather-10th-mtn-div-swo@mail.mil](mailto:usarmy.drum.18-asog.mbx.weather-10th-mtn-div-swo@mail.mil);  
Phone (315) 772-6065 or (315) 804-4417

2. 24-Hour MOC Battle NCO/Captain email: [usarmy.drum.10-mtn-div.mbx.moc](mailto:usarmy.drum.10-mtn-div.mbx.moc);  
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 "pause" state for the duration of the curtailment.

E. If the weather event prompting the curtailment request notification is over or is no longer necessary, GTB Weather Desk must provide Roaring Brook immediate notification by calling the following Roaring Brook Wind telephone number for the Wind Project Operation Center: 503-796-6931

F. 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 GTB Weather Desk the project may call GTB Weather Desk to confirm the status of curtailment. GTB shall provide the project with a phone number in order to facilitate this communication.

1. GTB Weather Email: [usarmy.drum.18-asog.mbx.weather-10th-mtn-div-swo@mail.mil](mailto:usarmy.drum.18-asog.mbx.weather-10th-mtn-div-swo@mail.mil)

2. GTB Weather Desk: (315) 772-6065 or (315) 804-4417

G. Roaring Brook will resume operation of the Wind Project when a phone call regarding the cancellation of the warnings or watches in paragraph 3.B, above, are received or when the warnings or watches in paragraph 3.B, above, expire per the instructions from GTB.

H. Roaring Brook Wind will send a resumed operations email to the GTB distribution list, above, in paragraph 3.D.

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

A. The Directorate of Plans, Training, Mobilization and Security (DPTMS), US Army Garrison, will plan and coordinate for a curtailment request to Roaring Brook Wind. The Mountain Operations Center (MOC) at Fort Drum, NY will call the following Roaring Brook Wind telephone number for the Wind 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:

Wind Operation Center: 503-796-6931 & [nationalcontrolcenter@avangrid.com](mailto:nationalcontrolcenter@avangrid.com)

B. Once the Wind Project has ceased operation, Roaring Brook Wind will send a curtailment confirmation email to the following GTB distribution list:

24 Hour MOC Battle NCO/Captain email: [usarmy.drum.10-mtn-div.mbx.moc](mailto:usarmy.drum.10-mtn-div.mbx.moc)

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

**C.** Roaring Brook Wind will resume operation of the project after the duration required by the curtailment request or, as appropriate, upon immediate notification by the MOC by 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.

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

#### **Section 5. 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.