

OPERATIONS PHASE
SPECIAL USE
PERMIT

(appendices provided
on CD)

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

DEERFIELD WIND, LLC, of 1125 NW COUCH ST, SUITE 700, PORTLAND, OR., UNITED STATES 97209 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the GREEN MOUNTAIN AND FINGER LAKES NATIONAL FORESTS, subject to the terms and conditions of this special use permit (the permit).

This permit covers approximately 80 acres within U.S. Tracts 25, 154I, 154, 143, 150E, 150B, and 150C in the Towns of Searsburg and Readsboro, Bennington County, VT., Manchester Ranger District, ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

Operation and maintenance of a wind power generation facility.

The parameters under which these turbines may operate are subject to adjustments made in conjunction with the State of Vermont Public Services Board, the U.S. Fish and Wildlife Service, and the U.S. Forest Service based on the findings of the Monitoring Plans for bears, birds, and bats, attached as Appendix B, and as directed by the mitigation measures that are attached as Appendix H.

Authorized components of this facility include:

- 15 wind turbines, each sitting on single tubular steel towers about 16 feet in diameter. Eight turbines will be Gamesa G97 or equivalent turbines approximately 415 feet tall, and seven will be Gamesa G87 or equivalent turbines, approximately 399 feet tall.
- Aircraft safety lighting will be specified by the Federal Aviation Administration (FAA). The final lighting arrangement will be determined by the FAA, including the use of radar activated lighting FAA obstruction lighting technology. No daytime lighting will be required, since the turbines will be off-white.
- Approximately 4.5 miles of gravel roadway. The width of the gravel surface shall vary from a norm of 22 feet to maximum of 40 feet on curves to accommodate oversize loads as may be needed occasionally for equipment replacement or repair.
- 2 LIDAR (Light Detection and Ranging) units that use laser light technology to measure the various components of wind energy (i.e., speed, direction, etc.),
- Approximately 4.8 miles of overhead and underground 34.5 kV power lines as shown in the Site Plan, Appendix D, as updated by the as-built plans required after construction is complete. This collector line is buried to an appropriate depth below or adjacent to the access road and protected by a buried ribbon or other marking practice common in the utility industry. Where there is no road from the south end of the western ridge to State Route 8, the line shall be mounted on poles approximately 35 to 45 feet tall in a corridor approximately 25 feet wide.
- Approximately 5.1 miles of overhead and underground fiber optic cable. This fiber optic cable extends from the maintenance building at the base of the west ridge, and is buried to an appropriate depth below or adjacent to the access road and protected by a buried ribbon or other marking practice common in the utility industry until it reaches the substation. From the substation it shares the same route as the power lines listed above.
- Disabled turbines that will be out of service for more than 60 days for repair or replacement require notification to the Authorized Officer of the timeline for the repair. If extra road width, laydown areas, or any additional construction or reconstruction is needed to repair, replace, or remove wind farm equipment then holder shall request in writing permission to clear and use these areas, providing enough detail to determine the extent of effects. Approval shall identify case-specific mitigation measures. Written approval prior to re-opening such areas is required, and shall not be unreasonably withheld.
- That portion of the substation where the power produced by the project will be collected and stepped up from the 34.5 kV of the site to the 69 kV needed for it to be connected to the grid. Included in this facility are meters, monitors, communications devices, and the access road needed to manage the functions of the site. These facilities will be owned by Holder. The substation and electrical interconnection equipment will occupy approx. 1.41 ac. An 8' chain link fence will enclose this facility.
- Structures to control unauthorized vehicular traffic, consisting of boulders blocking an old ATV trail, and 2 gates; one on the East Ridge Road, and one on the West Ridge Road.

In an emergency, follow notification procedures in the Annual Operating Plan.

Upon termination or revocation of this permit, site restoration shall be completed per the terms and conditions of the Decommissioning Plan, attached hereto as Appendix G.

The following Appendices are attached hereto and made a part hereof:

Appendix A	Permit Area Map
Appendix B	Study Plan
Appendix C	As Built Plans
Appendix D	Site Plan
Appendix E	Annual Operating Plan for the Operation Phase
Appendix F	Monitoring Plan
Appendix G	Decommissioning Plan
Appendix H	Mitigation Measures

Deerfield Wind, LLC, prepares and regularly updates standardized operating guides for use company-wide addressing such things as fire prevention and emergency response. Copies of such updated documents shall become part of this Permit, replacing the outdated version, without further amendment of this Permit. Two print copies of such updated documents shall be provided to the authorized officer.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Federal Land Policy And Management Act, as amended, October 21, 1976, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. WIND ENERGY CONSTRUCTION/OPERATION, TERM (E-3). This permit shall expire at midnight on December 31, 2047, 30 years from the date of issuance, provided that:

1. If construction has not commenced by January 1, 2017 or been completed by December 31, 2019, per Construction Phase Special Use Permit MAN279, Section II, Clause C, this permit shall terminate, unless a written justification for the delay is submitted and accepted by the authorized officer prior to the end of the 2-year period and the authorized officer establishes a new timeframe for commencing construction; and
2. If wind turbines are not operational within 5 years after issuance of this permit, this permit shall terminate, unless a written justification for the delay is submitted and accepted by the authorized officer prior to the end of the 5-year period and the authorized officer establishes a new timeframe for commencement of operation of the wind turbines.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 12 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all

present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. See Clause III.C.4. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

J. CHANGE IN CONTROL OF THE BUSINESS ENTITY.

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. WIND ENERGY – IMPROVEMENTS, STUDY PLAN. (C-10). The study plan that has been approved by the authorized officer shall be attached as Appendix B to this permit. The study plan includes survey outcomes from site testing and feasibility studies.

D. PLAN OF DEVELOPMENT (POD). The POD that has been approved by the authorized officer shall be attached as Appendix C to this permit. The POD contains all required on-site construction drawings and specifications, including drawings and specifications for road construction to connect the permit area to existing forest roads and for reconstruction of National Forest System roads; abatement procedures; acceptable design measures; and other requirements determined through environmental analysis.

E. SITE PLAN. The site plan that has been approved by the authorized officer shall be attached as Appendix D to this permit. The site plan is consistent with the environmental analysis for the wind energy project authorized by this permit.

F. MODIFICATIONS TO THE STUDY PLAN, THE POD, AND THE SITE PLAN. In consultation with the holder, the authorized officer may require modifications to the study plan, the POD, and the site plan when deemed necessary or desirable.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. See Appendix E, especially Spill and Fire Prevention-related attachments. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. WIND ENERGY - OPERATING PLAN, OPERATIONAL PHASE (C-12).

ANNUAL OPERATING PLAN FOR THE OPERATIONAL PHASE. The holder shall prepare in consultation with the authorized officer an annual operating plan for the operational phase of the wind energy project authorized by this permit. At a minimum, the annual operating plan for the operational phase shall:

1. Require submission of final as-built drawings of the wind energy facilities before operations commence and upon modification of the facilities;
2. Specify dates or seasons of operation and other information required to administer the authorized use, such as seasonal limitations on the use of heavy equipment and requirements for plowing snow;
3. Address hazardous materials and waste management, specifically, requirements for the storage, use, transportation, and disposal of hazardous materials and waste anticipated to be used, stored, or transported in the permit area; spill prevention and response measures; inspection procedures; and procedures to ensure that the permit area is kept free of debris and trash;
4. Include a safety plan describing access to the permit area, safe work practices, security, emergency procedures, fire control, and other measures to avoid or mitigate safety hazards;
5. Require an annual inspection report of meteorological towers and other authorized wind energy equipment; and
6. Require an annual report of the amount of energy produced by the authorized facility and where that energy is sold.

The annual operating plan for the operational phase shall be submitted by the holder and approved by the authorized officer and attached as Appendix E to this permit.

D. WIND ENERGY - MONITORING PLAN (C-13).

MONITORING PLAN. The holder shall prepare in consultation with the authorized officer a monitoring plan that addresses the potential effects on wildlife and any required mitigation measures addressed in the environmental analysis for the wind energy project authorized by this permit. The monitoring plan shall be attached as Appendix B to this permit. In consultation with the holder, the authorized officer may require modifications to the monitoring plan when deemed necessary or desirable. See Appendix B.

E. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit. See Section VII.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 251, Subpart C and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

1. As a further guarantee of compliance with the terms and conditions of this permit, the holder shall deliver and maintain a surety bond or other acceptable security, such as cash deposited and maintained in a federal depository or negotiable securities of the United States, in the amount of \$1,877,400 for reclamation of the Deerfield Wind Site in the event that operations cease, to be housed in the safe at the Green Mountain and Finger Lakes National Forests Supervisor's Office. The authorized officer may periodically evaluate the adequacy of the bond or other security and increase or decrease the amount as appropriate. If the bond or other security becomes unsatisfactory to the authorized officer, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the authorized officer. If the holder fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the United States to the extent necessary to satisfy the obligations secured under this clause, without prejudice to any other rights and remedies of the United States.

2. The bond shall be released or other security returned 30 days after (a) the authorized officer certifies that the obligations covered by the bond or other security are met and (b) the holder establishes to the satisfaction of the authorized officer that all claims for labor and material for the secured obligations have been paid or released.

3. Prior to undertaking additional construction or alteration not covered by the bond or other security, or when the authorized improvements are to be removed and the permit area restored the holder may be required to obtain additional bonding or security.

J. STRICT LIABILITY. The holder shall be strictly liable (liable without proof of negligence) to the United States for \$1 million per occurrence for any injury, loss, or damage arising in tort under this permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

K. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to

Green Mountain and Finger Lakes National Forest, c/o Lands Special Use Permit Program Manager, 231 North Main Street, Rutland, VT 05701. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses, including those arising from strict liability, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$1,000,000 as a combined single limit per occurrence.
2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area

containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause IV.F. onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The fee for this use shall be a royalty applied to gross revenue with fee escalators applied every five years over the life of the permit.

B. DEERFIELD WIND OPERATION PHASE FEE SCHEDULE. The annual fee for this authorized use shall be calculated as a percentage of gross revenue (as defined in Clause C below) according to the following schedule:

- Years 1 – 5: 2.5%

- Years 6 – 10: 3.0%
- Years 11 – 15: 3.5%
- Years 16 – 20: 4.0%
- Years 21 – 25: 4.5%
- Years 26 – 30: 5.0%

The provisions of this fee schedule may be revised by the Forest Service to reflect changed times and conditions. Changes shall become effective when:

- (a) Mutually agreed;
- (b) The permit is amended for other purposes; or
- (c) A new permit is issued (including after termination of this permit).

C. DEFINITIONS

1. Gross Revenue. Gross revenue includes all sources of revenue, including the sale of energy through the Power Purchase Agreement (PPA), the Production Tax Credit (PTC), and recovery of costs under the Renewable Energy Certificate (REC).
2. Power Purchase Agreement (PPA): The document that identifies and secures the payment stream between the purchaser of the electricity and the owner of the power producing facility. A copy of the PPA or excerpts therefrom sufficient to enable the confirmation and certification of annually-reported receipts shall be provided to the Authorized Officer.
3. Production Tax Credit (PTC): The federal per-kilowatt-hour tax credit for electricity generated by qualified energy resources and sold by the taxpayer to an unrelated entity during the taxable year.
4. Renewable Energy Certificate (REC): Property rights to the environmental, social, and other non-power qualities associated with renewable electricity generation. A REC, and its associated attributes and benefits, can be sold separately from the underlying physical electricity associated with a renewable-based generation source. They are often negotiated as part of the revenue stream in a PPA. A copy of any REC that is separate from or not included in the PPA, or excerpts therefrom sufficient to enable the confirmation and certification of annually-reported receipts, shall be provided to the Authorized Officer.

D. DETERMINING GROSS REVENUE. Gross revenue shall be derived from all identified components of the authorized use.

1. PPA. All revenue sources specified in the PPA shall be reported on a calendar year basis. The report shall specify, as a minimum, the unit of measure, the rate per unit, and the total rate per revenue source. The report shall be submitted to the Authorized Officer by February 1st.
2. PTC: The rate of the per-kilowatt-hour tax credit and the total number of kilowatt-hours to which it was applied for the reporting period shall be reported to the Authorized Officer.
3. REC: The value of any property rights or other non-power qualities addressed in the REC that contribute revenue during the reporting period shall be specifically identified, their individual value stated, and the total revenue from this component shall also be reported to the Authorized Officer.

E. INITIAL FEE. The fee for this use shall accrue from the first date revenue is earned and shall be billed in advance. The initial bill for the first two years shall be based on estimates of each revenue component from the first date revenue is expected to be earned through the remainder of the first calendar year and all of the second calendar year. Said estimates shall be submitted 60 days prior to the first date earned revenue is expected.

F. ANNUAL FEE. The annual fee for the next calendar year billing period shall be calculated using the average annual actual gross revenues reported to date. It shall be billed so that it is due and payable by January 1st.

G. PAYMENTS AND REPORTING. Payments shall be submitted using one of the approved methods identified on the bill for collection. If payment is made by check or money order rather than by electronic means, such instruments shall be payable to "USDA Forest Service." Such payment shall be sent to the location identified on the bill for collection.

1. Reports. Reports on revenue shall be sent to Green Mountain National Forest, Attn: Lands Special Uses Program Manager, 231 North Main Street, Rutland, VT 05701. The Forest Service may update these addresses as needed by sending written notice to the holder.
 2. Report Due Date. At the end of the calendar year but no later than February 1, Holder shall report gross revenue. If the holder does not submit reports within the required timeframe, the Forest Service reserves the right to bill the holder based on historic gross revenue data and to assess interest and late fees.
- H. RECONCILED FEE**. The annual permit fee shall be paid in advance and shall be reconciled against the holder's actual gross revenues at the end of each billing period. The Forest Service shall bill the holder for any additional fees owed, and the holder shall submit payment in accordance with the instructions in the bill to the lockbox address. The Forest Service shall credit any overpayment against the next payment due.
- I. FEE PAYMENT ISSUES**
1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
 2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.
 3. Late Payments
 - (a) Interest. Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (such as, the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.
 - (b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed (FSH 6509.11h, ch. 20).
 - (c) Penalties. A penalty of 6 percent per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue (FSH 6509.11h, ch. 20).
 4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and common law. Delinquencies are subject to any or all of the following:
 - (a) Administrative offset of payments due the holder from the Forest Service.
 - (b) If in excess of 60 days, referral to the U.S. Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
 - (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq.*
 - (d) Disclosure to consumer or commercial credit reporting agencies.
- J. NONPAYMENT**. Failure of the holder to make timely payments, pay interest charges, or any other charges when due shall be grounds for termination of this permit.
- K. ACCESS TO RECORDS**. For purposes of administering this permit (including ascertaining that the correct land use fee was paid), the holder shall make all accounting books and supporting records for the authorized operations available for review by the Forest Service or other Federal agencies authorized to review Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information shall be kept confidential to the extent permitted by law. The holder shall retain these records and keep them available for review for 5 years after they were generated, unless otherwise approved by the Authorized Officer in writing.

L. ACCOUNTING RECORDS. The holder shall follow Generally Accepted Accounting Principles (GAAP) or other comprehensive bases of accounting acceptable to the Forest Service in recording financial transactions and in reporting financial results to the Authorized Officer. When requested by the Authorized Officer, the holder at its own expense shall have annual accounting reports for the authorized operations audited or prepared by a licensed independent accountant acceptable to the Forest Service.

M. AUDIT. All fee calculations and records of revenue sources are subject to periodic audit. Errors in calculation or payment shall be corrected as needed for conformance with those audits. Additional fees and interest due as a result of such audits shall be assessed in accordance with clause I.3.

1. Correction of errors includes but is not limited to any action necessary to establish the gross revenue required to accurately assess and calculate land use fees. For land use fee calculation purposes, errors may include:

(a) Misreporting or misrepresentation of amounts;

(b) Arithmetic mistakes;

(c) Typographical mistakes; and

(d) Variation from GAAP, when such variations are inconsistent with the terms and conditions of this permit.

2. Correction of errors shall be made retroactively to the date the error was made or to the previous audit period, whichever is more recent, with past fees adjusted accordingly.

3. Changes effected by agency policy, including definitions of gross revenue, shall only be made prospectively.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.

2. For noncompliance with the terms of this permit.

3. For abandonment or other failure of the holder to exercise the privileges granted.

4. With the consent of the holder.

5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

D. FEES - FIBER OPTIC FACILITIES (A-19).

1. Use Authorized Without Additional Approval. This permit authorizes use of fiber optic cable, conduit space, or space within fiber optic regeneration or amplification sites (fiber optic facilities) solely for the holder's use in direct support of the holder's authorized operations. The holder may reserve fiber optic facilities authorized by this permit for the holder's expansion and may utilize the reserved fiber optic facilities during the term of this permit without additional approval from the Authorized Officer. Leasing of fiber optic facilities by third parties is not authorized by this permit, except as provided in paragraph 2.

2. Leasing of Fiber Optic Facilities. Leasing of fiber optic facilities authorized by this permit must have prior written approval from the Authorized Officer. The Forest Service reserves the right to disapprove requests to lease fiber optic facilities. Upon request, the holder shall submit to the Authorized Officer any leases for authorized fiber optic facilities before they are executed. Approved leases shall be documented in an appendix to or the operating plan for this permit. Documentation of these leases must specify the total number of installed conduits, cables, and fibers and the type of lease (commercial, noncommercial, or governmental). The Authorized Officer may request any additional information from the holder deemed necessary for proper administration of the leased fiber optic facilities. The holder shall remain responsible for the lessees' compliance with all the terms and conditions of this permit. The holder shall pay a land use fee of \$588.27 the lessees' use of fiber optic facilities. The land use fee for any leased fiber optic facilities shall be adjusted annually in accordance with the fee schedule in 43 CFR 2806.20.

E. INVASIVE SPECIES PREVENTION AND CONTROL (R9-D1). The holder shall be responsible for the prevention and control of noxious weeds and invasive species arising from the authorized use. For the purpose of this clause, noxious weeds and invasive species include those species recognized as such by the staff of the Green Mountain National Forest. When determined to be necessary by the authorizing officer, the holder shall develop a plan for noxious weed and invasive species prevention and control. Such plans must have prior written approval from the authorizing official and upon approval, shall be attached to the permit as an appendix.

F. SUSPENSION OF PRIVILEGES (R9-E1). Use of this authorization may be suspended by the Forest Service in whole or in part for breach of any stipulation contained within. Continued use of the authorized area, privileges, or facilities thereon during suspension may result in termination or revocation of the authorization.

G. NONPAYMENT OF FEES AND CHARGES (R9-E3). This authorization shall terminate upon the holder's failure to make the annual fee payment, late payment charge, and any other charges when due.

H. PRIVATE ROAD GATE INSTALLATION (R9-G1). To ensure against unauthorized public use of the permitted road without interference with the Government's use for administrative purposes the permittee is authorized to install a sign and/or gate in accordance with design and location approved in advance by the Forest Officer in charge. Once installed, the custody, control, and safety maintenance of said gate is the sole duty and responsibility of the permittee.

I. FOREST SERVICE REPRESENTATIVE (R9-X3). The Authorized Officer, Green Mountain & Finger Lakes Forest Supervisor, C/O District Ranger, Manchester Ranger District, 2538 Depot Street, Manchester Center, VT 05255, Telephone No. (802) 362-2307, is responsible for administering this special use authorization. The holder should

contact the authorized officer regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

J. NONDISCRIMINATION (B-1).

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

K. EQUAL ACCESS TO FEDERAL PROGRAMS (B-2). In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

L. SURVEYS, LAND CORNERS (D4). The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

M. GROUND SURFACE PROTECTION AND RESTORATION (D-9). The holder shall prevent and control soil erosion and gullyng on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

N. TIMBER PAYMENT (D-17). All National Forest timber cut or destroyed in the construction of the permitted improvements shall be paid for at current stumpage rates for similar timber in the National Forest. Young-growth timber below merchantable size will be paid for at current damage-appraisal value; and all slash and debris resulting from the cutting or destruction of such timber shall be disposed of as necessary or as the Forest Service may direct.

O. FIRE EQUIPMENT (F7). The holder shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the authorized officer. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the authorized officer.

P. FIRE-CONTROL PLAN (F20). The holder shall prepare a fire plan for approval by the authorized officer which shall set forth in detail the plan for prevention, reporting, control, and extinguishing of fires on the authorized areas and within the holder's area of responsibility defined on an attached map. Such plans shall be reviewed and revised at intervals of not more than three (3) years. See Appendix E.

Q. IMPROVEMENT RELOCATION (X33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

R. CORPORATION STATUS NOTIFICATION (X-46). The holder shall furnish the authorized officer with the names and addresses of shareholders owning three (3) percent or more of the shares, and number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote. In addition, the holder shall notify the authorized officer within fifteen (15) days of the following changes:

1. Names of officers appointed or terminated.
2. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.
3. A copy of the articles of incorporation and bylaws.
4. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.
5. A list of officers and directors of the corporation and their addresses.
6. Upon request, a certified list of stockholders and amount of stock owned by each.
7. The authorized officer may, when necessary, require the holder to furnish additional information as set forth in 36 CFR 251.54 (e)(1)(iv).

S. POWERLINE CHANGE APPLICATION (X48). The holder agrees that no substantial change or alteration shall be made in the design, location, construction, voltage, or capacity of this line until application for such change shall have been submitted to and approved by the authorized officer.

T. PERFORMANCE BY HOLDER, SUCCESSORS, OR ASSIGNS (X68). Notwithstanding the expiration or any renewal of this authorization or its earlier relinquishment, abandonment, or other termination, the provisions of this authorization, to the extent applicable, shall continue in effect and shall be binding on the holder, successors, or assigns, until they have fully performed their respective obligations and liabilities accruing before or on account of the expiration, or prior termination, of the authorization.

U. PERFORMANCE BY OTHER THAN HOLDER (X69). The acquisition or assumption by another party under an agreement with the holder of any right or obligation of the holder under this authorization shall be ineffective as to the Forest Service unless and until approved by the authorized Forest officer. A subsequent acquisition or assumption shall not:

1. Operate to relieve the holder of the responsibilities or liabilities they have assumed hereunder, or
2. Be given unless such other party (1) is acceptable to the Forest Service as a holder, and assumes in writing all of the obligations to the Forest Service under the terms of this authorization as to the incomplete portion thereof, or (2) acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.
BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE
AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE
TERMS AND CONDITIONS OF THE PERMIT.**

ACCEPTED:

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF DEERFIELD WIND, LLC.	SIGNATURE	DATE
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APPROVED:

JOHN A. SINCLAIR, Forest Supervisor NAME and TITLE of AUTHORIZED OFFICER	SIGNATURE	DATE
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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