

**AGREEMENT AMONG THE  
DEPARTMENT OF DEFENSE,  
THE DEPARTMENT OF THE AIR FORCE, AND  
NORTHERN STATES POWER COMPANY  
ADDRESSING THE BLAZING STAR I WIND PROJECT  
NEAR HENDRICKS, MINNESOTA**

This is an agreement among the Department of Defense (DoD), acting through the Military Aviation and Installation Assurance Siting Clearinghouse, the Department of the Air Force (MILDEP), acting through the Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) (collectively, the “DoD parties”), and Northern States Power Company, Minnesota d/b/a/ Xcel Energy (Project Owner). Together, these three entities are referred to as “parties” and individually as a “party.” Any reference to “DoD parties” means both parties 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 entered into pursuant to section 183a of title 10, U.S.C., and part 211 of title 32, Code of Federal Regulations.

Attachment A, *Federal Aviation Administration Filings for Blazing Star I Wind Project*; Attachment B, *Blazing Star I Wind Project Map with Coordinates*; and Attachment C, *Curtailed Communications Protocol*, are attached to this agreement and made a part hereof.

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

**SECTION 1. PURPOSE.**

**A. Objective.** The objective of this agreement is to mitigate any potential adverse impact and to minimize risks to national security while allowing the Blazing Star I Wind Project (project) to proceed with development.

**B. De-confliction.** As the project was originally filed, its spinning turbine blades would conflict with DoD’s operation of the Tyler, Minnesota, Common Air Route Surveillance Radar (“CARSR”). 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, including the protection of the CARSR, which promotes national security, and protection of the National Airspace System, while supporting military readiness. The parties have focused on de-conflicting these activities and agree that the terms below will allow the mutual goals of the parties to be met.

## SECTION 2. DEFINITIONS.

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

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

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

**D. CFR.** Code of Federal Regulations.

**E. Curtailment.** The cessation of wind turbine operations when the wind turbine blades are not spinning and are locked. Curtailment requires that all of a turbine’s rotor blades be completely precluded from rotation about the rotor hub.

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

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

**H. FAA.** Federal Aviation Administration.

**I. MILDEP.** Department of the Air Force, a military department of the United States.

**J. National Security or Defense Purpose.** 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.

**K. Project.** The proposed wind turbines identified on Attachment A by ASN.

**L. Project Owner.** Northern States Power Company, and its successors and assigns.

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

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

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

### SECTION 3. MITIGATION WITH VOLUNTARY CONTRIBUTION.

**A. In General.** This agreement is structured to ensure Project Owner may construct and operate the project without adversely impacting military operations and readiness. Project Owner has begun construction of 100 wind turbines, as listed in Attachment A to this Agreement, along with the balance of plant facilities and equipment located near Hendricks, Minnesota. Project Owner agrees to limit the total number of project wind turbines to no more than 100 turbines and further agrees to limit the project turbine blade tips to a maximum height of 470 feet above ground level (AGL) for each turbine. Project Owner agrees to restrict the construction of the project turbines to the boundary depicted in Attachment B. The specific geographic coordinates outlining the designated Project boundary are also provided in Attachment B. Project Owner shall notify NORAD via email (n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil) when the project is within 30-60 days of completion (for RAM scheduling purposes) and again when the project is complete and operational such that the RAM can actually be accomplished.

**B. Voluntary Contribution.** Subject to the terms and conditions of this agreement, Project Owner shall pay to DoD within 10 days of the operational date of the project a voluntary contribution totaling eighty thousand dollars (\$80,000.00). DoD will use the funds to mitigate adverse impacts of the project on military operations and readiness by applying RAM to the Tyler CARSR and taking any other appropriate mitigation measures. DoD shall accept such payment as a voluntary contribution of funds pursuant to 10 U.S.C. section 183a. Such voluntary contribution may be in addition to voluntary contributions made by other project owners, and such other contributions may be in amounts different from that made by Project Owner. DoD will accept the voluntary contribution on behalf of the DoD parties and will transfer the funds to appropriate accounts.

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

a. 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: Ms. Arzella Jarmon  
4800 Mark Center Drive, Suite 09E22  
Alexandria, VA 22350-2900  
Phone (703) 697-5588

or,

b. Submission using the Treasury Department's Pay.gov website. To do so, go to <https://www.pay.gov>. Then, in the search bar, search for "Siting Clearinghouse." Select the form entitled "Voluntary Contributions under Section 358g of Public Law 111-383." Go directly to the form using the following address:  
<https://pay.gov/public/form/start/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. Project owners will notify the Clearinghouse when a contribution has been transmitted.

**C. Amendment of Applications.** Project Owner agrees to amend its application before the FAA, listed on Attachment A, by incorporating this agreement into each of those applications through the process outlined in 3.D.1.

**D. Withdrawal of Objections.**

1. The wind turbines listed in Attachment A have received Determinations of No Hazard from the FAA. If Project Owner submits any substitute ASNs to FAA within 12 months of the execution of this agreement, the DoD parties agree not to object to those substitute ASNs, provided that the substitute ASNs do not exceed the maximum height specified in Section 3.A, that the substitute ASNs are located within the siting parameters of the project area specified in Attachment B of this agreement or any amendments to this agreement, that the total number of wind turbine ASNs after substitution does not exceed 100 and that this agreement is incorporated into the substitute ASN filings.

2. All parties agree that, if Project Owner requests to extend the effective period of FAA's Determination of No Hazard to Air Navigation in accordance with 14 C.F.R. section 77.35, then the DoD Parties will not object to such an extension as requested, provided the affected ASNs are listed on Attachment A or are substitute ASNs that were submitted within 12 months of the execution of this agreement, that do not exceed the maximum height specified in Section 3.A and are located within the siting parameters of the project area specified in Attachment B of this agreement or any amendments to this agreement, that the total number of wind turbine ASNs for the project still does not exceed 100, and that this agreement is incorporated into the ASN filings affected by the extension.

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

**E. Other Regulatory Actions.** This agreement shall not prevent or limit the DoD parties from communicating in any form with any other regulatory body or agency with jurisdiction or possible jurisdiction over matters affecting the installation beyond the project.

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

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

**B. 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.E.) pursuant to this agreement.

**C. 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, and the MILDEP agrees that consent to disclose to a business entity with which a non-disclosure agreement is in place will not be unreasonably withheld.

#### **SECTION 5. REVIEW OF BUSINESS ENTITIES.**

**A. Protection of Defense Capabilities.** It is a priority for the MILDEP to protect national defense capabilities and military operations, including military installations, research, development, test and evaluation activities, and military readiness activities from compromise and exploitation that may occur due to an activity under foreign control operating in the vicinity of those national defense capabilities and military operations.

## **B. Advance Notice.**

1. Project Owner has provided advance written notice to the MILDEP of:
  - a. The names of business entities having a direct ownership interest in the project.
  - b. The name of the material vendors and business entities with which Project Owner will potentially execute contracts to perform construction, supply turbines, or conduct operations activities at the location of the project.
  - c. The name of any foreign entity or person being allowed to access the wind turbine structures and associated data systems.
2. For those entities or persons identified under paragraph 5.B.1.a and 5.B.1.b, the MILDEP agrees to identify to Project Owner, no later than 30 days after the Effective Date of this agreement, any entity or person posing a security concern. For those entities or persons identified under paragraph 5.B.1.c, the MILDEP agrees to identify to Project Owner, no later than 30 days after the receipt of the name of any foreign entity or person being allowed to access the wind turbines an associated data systems, any entity or person posing a security concern. Project Owner agrees to enter into negotiations with the DoD parties in order to mitigate any such concern. Any such security concern must be resolved prior to allowing access to the site by such persons or representatives of such an entity or the use of winder turbines or other permanent on-site equipment manufactured by such a business entity.
3. Project Owner agrees to provide advance written notice to the MILDEP of Project Owner's use of any material vendor not previously screened pursuant to this section. The term "material" used in this subsection means "significant, influential, or relevant." Project Owner shall allow the MILDEP 15 days following such a notice to conduct a security review and assess any security concern. Project Owner will provide advance written notice of a potential new material vendor but need not wait 15 days if an unexpected situation arises for which employing services or vendors immediately is prudent for the operation of the project.

## **SECTION 6. ASSIGNMENT.**

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

**B. Notice of Assignment to CFIUS.** If the prospective assignee is a foreign national or foreign-owned or -controlled business entity, assignor and the proposed assignee shall jointly provide notice of the proposed transaction to CFIUS in accordance with applicable regulations (subpart D of 31 CFR part 800) and provide a copy of the notice to the MILDEP. Nothing in this agreement shall prohibit or limit DoD from objecting to the transaction before CFIUS, nor limit communications with CFIUS during national security reviews and investigations, and, should mitigation result, during mitigation, tracking, and post-consummation monitoring and enforcement, pursuant to applicable statutes and regulations.

**C. Effect of Assignment.** Upon an assignment, assignor shall be relieved of any obligations or liabilities under this agreement except for those in Section 4 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 of the earlier of the following:

1. Construction of the project has not commenced within the time prescribed under 14 CFR sections 77.33 and 77.35.
2. The project is decommissioned.
3. Tyler CARSR permanently ceases operations.
4. Termination of the agreement by written mutual agreement of the parties.

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

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

**A. Points of Contact (POCs).** The following persons shall be the primary POCs for the parties for purposes of this agreement. Any notice, request, or other communication to be provided pursuant to this agreement shall be delivered to the POCs. Any party may change its POC by providing written notification of the change to the other parties at least 30 days in

advance of the change taking effect. POC changes take effect the sooner of all the receiving parties acknowledging receipt of the change notice or the expiration of the 30 days.

1. DoD – Executive Director, Military Aviation and Installation Assurance Siting Clearinghouse, 3400 Defense Pentagon, Room 5C646, Washington, DC 20301-3400

2. MILDEP – Director, Air Force Encroachment Management, Office of the Assistant Secretary of the Air Force for Installations, Environment, and Energy, 1665 Air Force Pentagon, Room 4B941, Washington, DC 20330-1665, usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil

3. NORAD – Headquarters NORAD J36 Radar Analysis Branch (hereafter NORAD J36), 250 Vandenberg Street, Ste B016, Peterson AFB, CO, 80914, email: n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil

4. Project Owner – Northern States Power Company, 414 Nicollet Mall, Floor 2, Minneapolis, MN 55401. Phone: 612-330-5775, Kimberly.A.Randolph@xcelenergy.com

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

## SECTION 9. BREACH.

**A. Dispute Resolution.** If a party believes that another party has breached this agreement, it shall provide written notice of the breach within 30 days of discovery of the breach to all other parties and provide the breaching party a reasonable opportunity (but in all cases at least 30 days from delivery of such notice) to cure the breach, provided that failure to provide notice within such 30-day period only waives the rights with respect to the periods from after the expiration of such 30-day period and until the date when the notice was given. If there is a dispute between the involved parties as to whether a breach occurred, the involved parties agree to attempt to resolve the dispute beginning with Project Owner and representatives of the MILDEP and NORAD J36. 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 and failure to enforce does not act to excuse future breaches.

## SECTION 10. GENERAL PROVISIONS.

**A. Amendments.** Any party to this agreement may request that it be amended, whereupon the parties agree to consult to consider such amendments. Any amendment to this agreement shall become effective when signed by all of the parties unless its terms provide for a different effective date. Amendments only providing replacements of expired ASNs without any other change to the FAA filing need only be signed 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 Minnesota, as may be applicable.

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

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

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

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

comply with this agreement. The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law.

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

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

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

**K. No Third Party Beneficiaries.** Nothing in this agreement, express or implied, is intended to give to, or shall be construed to confer upon, any person not a party any remedy or claim under or by reason of this agreement 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 Drawings.** Within 60 days of the completion of construction of the project, Project Owner shall deliver a set of “as-built” drawings for the project wind turbines to the MILDEP.

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

*[Continued on following page]*

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

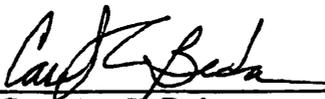
**IN WITNESS WHEREOF**, the parties have executed and delivered this agreement.

**FOR THE DEPARTMENT OF DEFENSE**

  
\_\_\_\_\_  
W. Jordan Gillis  
Assistant Secretary of Defense  
(Sustainment)

13 APR 2020  
\_\_\_\_\_  
Date

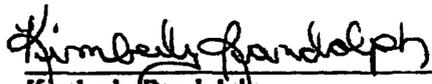
**FOR THE DEPARTMENT OF THE AIR FORCE**

  
\_\_\_\_\_  
Carol Ann Y. Beda  
Acting Deputy Assistant Secretary of the Air Force  
(Installations)

3 Apr 2020

\_\_\_\_\_  
Date

**FOR NORTHERN STATES POWER COMPANY**

  
\_\_\_\_\_  
Kimberly Randolph  
Authorized Representative

3/30/2020  
\_\_\_\_\_  
Date

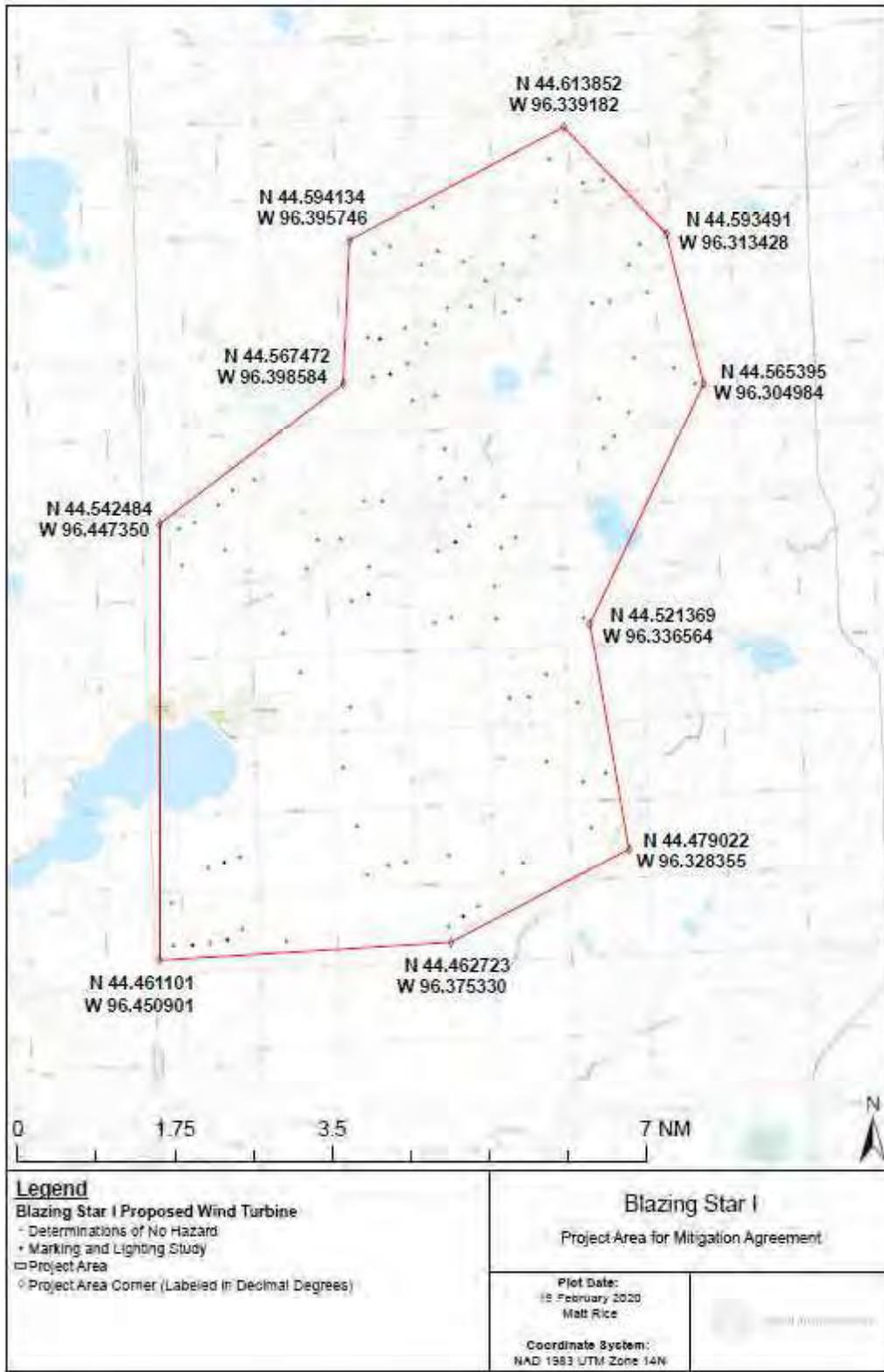
**ATTACHMENT A:**  
Federal Aviation Administration Filings for Blazing Star I Wind Project

ASN	City	State	Str. Type	AGL(ft)	Latitude (DD)	Longitude (DD)
2018-WTE-5036-OE	Hendricks	MN	Wind Turbine	461	44.5454944	-96.3941139
2018-WTE-5037-OE	Hendricks	MN	Wind Turbine	461	44.5501361	-96.4224667
2018-WTE-5039-OE	Hendricks	MN	Wind Turbine	461	44.5456417	-96.4320167
2018-WTE-5041-OE	Hendricks	MN	Wind Turbine	461	44.5685306	-96.3125583
2018-WTE-5042-OE	Hendricks	MN	Wind Turbine	461	44.5706056	-96.3227667
2018-WTE-5044-OE	Hendricks	MN	Wind Turbine	461	44.5633278	-96.3321806
2018-WTE-5049-OE	Hendricks	MN	Wind Turbine	461	44.5685889	-96.390775
2018-WTE-5050-OE	Hendricks	MN	Wind Turbine	461	44.5826694	-96.3188056
2018-WTE-5053-OE	Hendricks	MN	Wind Turbine	461	44.5820667	-96.3522306
2018-WTE-5054-OE	Hendricks	MN	Wind Turbine	461	44.5798056	-96.3559389
2018-WTE-5055-OE	Hendricks	MN	Wind Turbine	461	44.5858083	-96.3608528
2018-WTE-5057-OE	Hendricks	MN	Wind Turbine	461	44.5810694	-96.3708139
2018-WTE-5058-OE	Hendricks	MN	Wind Turbine	461	44.5779167	-96.3742444
2018-WTE-5059-OE	Hendricks	MN	Wind Turbine	461	44.5744778	-96.3765889
2018-WTE-5060-OE	Hendricks	MN	Wind Turbine	461	44.5775028	-96.3820583
2018-WTE-5065-OE	Hendricks	MN	Wind Turbine	461	44.6000611	-96.3418722
2018-WTE-5066-OE	Hendricks	MN	Wind Turbine	461	44.5936472	-96.3478972
2018-WTE-5067-OE	Hendricks	MN	Wind Turbine	461	44.588675	-96.3561222
2018-WTE-5068-OE	Hendricks	MN	Wind Turbine	461	44.5894528	-96.3662889
2018-WTE-5070-OE	Hendricks	MN	Wind Turbine	461	44.5891361	-96.3772861
2018-WTE-5071-OE	Hendricks	MN	Wind Turbine	461	44.5997861	-96.3737472
2018-WTE-5072-OE	Hendricks	MN	Wind Turbine	461	44.5927611	-96.3852833
2018-WTE-5073-OE	Hendricks	MN	Wind Turbine	461	44.5916722	-96.3894444
2018-WTE-5074-OE	Hendricks	MN	Wind Turbine	461	44.6037028	-96.3294194
2018-WTE-5075-OE	Hendricks	MN	Wind Turbine	461	44.6033028	-96.3346417
2018-WTE-4977-OE	Hendricks	MN	Wind Turbine	461	44.4692306	-96.3679417
2018-WTE-4978-OE	Hendricks	MN	Wind Turbine	461	44.4674639	-96.37185
2018-WTE-4980-OE	Hendricks	MN	Wind Turbine	444	44.4638528	-96.4178806
2018-WTE-4982-OE	Hendricks	MN	Wind Turbine	444	44.4644472	-96.4331306
2018-WTE-4983-OE	Hendricks	MN	Wind Turbine	444	44.4639917	-96.437675
2018-WTE-4984-OE	Hendricks	MN	Wind Turbine	444	44.4636667	-96.4422056
2018-WTE-4985-OE	Hendricks	MN	Wind Turbine	444	44.46365	-96.4472389
2018-WTE-4986-OE	Hendricks	MN	Wind Turbine	444	44.4716	-96.4473889
2018-WTE-4987-OE	Hendricks	MN	Wind Turbine	461	44.4832083	-96.3379556
2018-WTE-4988-OE	Hendricks	MN	Wind Turbine	461	44.4770611	-96.3558944
2018-WTE-4990-OE	Hendricks	MN	Wind Turbine	461	44.4789639	-96.3750278

ASN	City	State	Str. Type	AGL(ft)	Latitude (DD)	Longitude (DD)
2018-WTE-4991-OE	Hendricks	MN	Wind Turbine	461	44.4780028	-96.3863167
2018-WTE-4992-OE	Hendricks	MN	Wind Turbine	461	44.4773861	-96.3908917
2018-WTE-4993-OE	Hendricks	MN	Wind Turbine	461	44.4757667	-96.3963556
2018-WTE-4994-OE	Hendricks	MN	Wind Turbine	461	44.4848833	-96.3986417
2018-WTE-4995-OE	Hendricks	MN	Wind Turbine	444	44.4798722	-96.4292611
2018-WTE-4997-OE	Hendricks	MN	Wind Turbine	461	44.4780028	-96.4375139
2018-WTE-4998-OE	Hendricks	MN	Wind Turbine	461	44.4933472	-96.3336972
2018-WTE-4999-OE	Hendricks	MN	Wind Turbine	461	44.4918333	-96.3396306
2018-WTE-5001-OE	Hendricks	MN	Wind Turbine	461	44.4958861	-96.4017528
2018-WTE-5002-OE	Hendricks	MN	Wind Turbine	461	44.5065889	-96.3403361
2018-WTE-5004-OE	Hendricks	MN	Wind Turbine	461	44.5078472	-96.3529194
2018-WTE-5005-OE	Hendricks	MN	Wind Turbine	461	44.5078194	-96.3580083
2018-WTE-5006-OE	Hendricks	MN	Wind Turbine	461	44.5070667	-96.3994056
2018-WTE-5007-OE	Hendricks	MN	Wind Turbine	461	44.51375	-96.4120083
2018-WTE-5008-OE	Hendricks	MN	Wind Turbine	461	44.5224972	-96.3380361
2018-WTE-5010-OE	Hendricks	MN	Wind Turbine	461	44.5289333	-96.3608889
2018-WTE-5011-OE	Hendricks	MN	Wind Turbine	461	44.5234056	-96.3724389
2018-WTE-5013-OE	Hendricks	MN	Wind Turbine	461	44.5281722	-96.3937917
2018-WTE-5014-OE	Hendricks	MN	Wind Turbine	461	44.5270056	-96.3981361
2018-WTE-5015-OE	Hendricks	MN	Wind Turbine	461	44.5214417	-96.4161583
2018-WTE-5020-OE	Hendricks	MN	Wind Turbine	461	44.535775	-96.3753472
2018-WTE-5022-OE	Hendricks	MN	Wind Turbine	461	44.5386194	-96.4005667
2018-WTE-5023-OE	Hendricks	MN	Wind Turbine	461	44.5385917	-96.4063528
2018-WTE-5024-OE	Hendricks	MN	Wind Turbine	461	44.5333	-96.4094972
2018-WTE-5025-OE	Hendricks	MN	Wind Turbine	461	44.53725	-96.4306278
2018-WTE-5026-OE	Hendricks	MN	Wind Turbine	461	44.5346306	-96.4419028
2018-WTE-5027-OE	Hendricks	MN	Wind Turbine	461	44.5425194	-96.4382583
2018-WTE-5028-OE	Hendricks	MN	Wind Turbine	461	44.5414583	-96.4424
2018-WTE-5030-OE	Hendricks	MN	Wind Turbine	461	44.5539778	-96.3314111
2018-WTE-4989-OE	Hendricks	MN	Wind Turbine	461	44.4751972	-96.3613667
2018-WTE-5016-OE	Hendricks	MN	Wind Turbine	461	44.5378528	-96.355075
2018-WTE-5035-OE	Hendricks	MN	Wind Turbine	461	44.5453972	-96.3894167
2018-WTE-5048-OE	Hendricks	MN	Wind Turbine	461	44.5690444	-96.3862667
2018-WTE-5047-OE	Hendricks	MN	Wind Turbine	461	44.57085	-96.3816639
2018-WTE-5076-OE	Hendricks	MN	Wind Turbine	461	44.6079528	-96.343225
2018-WTE-5018-OE	Hendricks	MN	Wind Turbine	461	44.5401917	-96.3670417
2018-WTE-4979-OE	Hendricks	MN	Wind Turbine	461	44.4656944	-96.3757
2018-WTE-5017-OE	Hendricks	MN	Wind Turbine	461	44.5360417	-96.3588833
2018-WTE-5032-OE	Hendricks	MN	Wind Turbine	461	44.5490194	-96.36765

ASN	City	State	Str. Type	AGL(ft)	Latitude (DD)	Longitude (DD)
2018-WTE-5033-OE	Hendricks	MN	Wind Turbine	461	44.5492611	-96.3741167
2018-WTE-5034-OE	Hendricks	MN	Wind Turbine	461	44.5547556	-96.3727694
2018-WTE-4981-OE	Hendricks	MN	Wind Turbine	444	44.4663861	-96.4292611
2018-WTE-5062-OE	Hendricks	MN	Wind Turbine	461	44.5758806	-96.3918167
2018-WTE-5061-OE	Hendricks	MN	Wind Turbine	461	44.5756444	-96.3885861
2018-WTE-5019-OE	Hendricks	MN	Wind Turbine	461	44.5373611	-96.3707556
2018-WTE-5069-OE	Hendricks	MN	Wind Turbine	461	44.5915333	-96.3729361
2018-WTE-4996-OE	Hendricks	MN	Wind Turbine	444	44.4789	-96.4333278
2019-WTE-3163-OE	Hendricks	MN	Wind Turbine	470	44.5915944	-96.32035
2019-WTE-3164-OE	Hendricks	MN	Wind Turbine	470	44.5811306	-96.3648028
2019-WTE-3165-OE	Hendricks	MN	Wind Turbine	470	44.5810194	-96.3332528
2019-WTE-3166-OE	Hendricks	MN	Wind Turbine	470	44.5812444	-96.3286722
2019-WTE-3167-OE	Hendricks	MN	Wind Turbine	470	44.5640056	-96.3806667
2019-WTE-3168-OE	Hendricks	MN	Wind Turbine	470	44.5647333	-96.3747417
2019-WTE-3169-OE	Hendricks	MN	Wind Turbine	470	44.5605278	-96.3246167
2019-WTE-3170-OE	Hendricks	MN	Wind Turbine	470	44.5655306	-96.3070667
2019-WTE-3172-OE	Hendricks	MN	Wind Turbine	470	44.5455194	-96.3578889
2019-WTE-3173-OE	Hendricks	MN	Wind Turbine	470	44.5560722	-96.3286278
2019-WTE-3174-OE	Hendricks	MN	Wind Turbine	470	44.5332528	-96.3933972
2019-WTE-3175-OE	Hendricks	MN	Wind Turbine	470	44.5224833	-96.3768417
2019-WTE-3176-OE	Hendricks	MN	Wind Turbine	470	44.5228833	-96.3608389
2019-WTE-3177-OE	Hendricks	MN	Wind Turbine	470	44.4958111	-96.3489139
2019-WTE-3162-OE	Hendricks	MN	Wind Turbine	470	44.5879	-96.3233083
2019-WTE-8458-OE	Hendricks	MN	Wind Turbine	461	44.5119889	-96.3483167
2019-WTE-3171-OE	Hendricks	MN	Wind Turbine	470	44.5482639	-96.4281278

**ATTACHMENT B:**  
Blazing Star I Wind Project Map and Project Area



<b>Container Corner ID</b>	<b>Latitude (Decimal Degrees, NAD83)</b>	<b>Longitude (Decimal Degrees, NAD83)</b>
1	N 44.6138524672358	W 96.3391824788575
2	N 44.5934913264765	W 96.31342797444
3	N 44.5653952629389	W 96.3049844506844
4	N 44.5213685746872	W 96.3365642988057
5	N 44.479021565944	W 96.3283546434331
6	N 44.4627233316916	W 96.3753300427961
7	N 44.4611013406095	W 96.4509010210968
8	N 44.5424839644255	W 96.4473500481966
9	N 44.5674717779381	W 96.3985837820255
10	N 44.5941339787411	W 96.3957463786047

**ATTACHMENT C:**  
Curtailment Communications Protocol

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

**Section 1. Communications Protocol for Test Purposes or Military Training Purposes.**

A. NORAD J36 will plan and coordinate for a curtailment request to Project Owner more than 36 hours in advance of the start of curtailment. NORAD J36 will call the following Project Owner telephone number for the Project Operation Center to request curtailment, stating the purposes, reason or basis, and duration of the test or military training purpose requiring the curtailment request. NORAD J36 will follow with a written explanation containing this information within 24 hours.

1. Project Operation Center: Blazing Star Manager of Operations, 612-215-4539, Timothy.K.Sanders@xcelenergy.com

B. Once the Project has curtailed in accordance with a request from NORAD J36 pursuant to this agreement, Project Owner will send a curtailment confirmation email to the following NORAD J36 distribution list:

1. NORAD J36, [n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil](mailto:n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil)

2. Director, Air Force Encroachment Management, Office of the Deputy Assistant Secretary of the Air Force, Installations, [usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil](mailto:usaf.pentagon.saf-ie.mbx.saf-ieim-workflow@mail.mil)

C. Project Owner will resume operation of the Project after the duration required by the curtailment request or, as appropriate, upon immediate notification by NORAD J36 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 NORAD J36, the project may call the NORAD J36 to confirm the status of curtailment. NORAD J36 shall provide the project with a phone number in order to facilitate this communication and shall update the same promptly to reflect any changes that may occur from time to time. The current contact information for the NORAD J36 is as follows:

1. Phone: 719-556-3260

2. Email: [n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil](mailto:n-nc.peterson.nj3.mbx.norad-j36r-omb@mail.mil)

## **Section 2. Communications Protocol for a National Security or Defense Purpose.**

Under circumstances described in Section 4.C of the main agreement, the applicable NORAD Air Defense Sector (ADS) will call the project operations center at 612-215-4539 to request immediate curtailment. Advance notification is unlikely due to the unpredictable and dynamic nature of NORAD air defense events. The applicable NORAD ADS will call the project operations center as soon as possible after the air defense event is terminated and curtailment is no longer required.