

**COMPLAINT RESOLUTION PROCEDURE
STONY CREEK WIND FARM
WYOMING COUNTY, NY**

June 28, 2010

This complaint resolution procedure is intended to be implemented at the start of construction and to continue to be followed until the project is no longer in operation.

Prior to the start of construction of the Stony Creek Wind Farm (the "Project"), Stony Creek Energy LLC ("Stony Creek") shall mail a letter or post information at the Orangeville Town Hall to inform all Town residents and businesses of an e-mail address, street address, and toll-free or local telephone number where individuals and businesses can contact Stony Creek with any complaints, questions, or concerns related to the Project. Stony Creek shall make a form available to Town residents or businesses for written complaints. The form shall be developed prior to the start of construction.

Stony Creek shall respond to all complaints within one (1) business day of Stony Creek's receipt of a complaint. Stony Creek shall maintain records of any complaints received, the resolution of any such complaints, and any unresolved complaints including steps that were or have been proposed to be taken in order to resolve them.

If a complaint from a Town resident or business is not resolved by Stony Creek at the local Project level within forty five (45) days of its receipt, to the satisfaction of the resident or business who filed it, that resident or business may request that the complaint be referred for resolution to an officer of Stony Creek Energy LLC. If the officer and the complainant are unable to resolve the issue within ninety (90) calendar days, the Town or their designated representative shall be notified and the complaint shall be referred to a mutually acceptable mediator, at a mutually acceptable time and location in New York State, in accordance with a mutually acceptable mediation procedure. The Town Board shall have first right of refusal to act as the mediator for complaints received by Town residents or businesses.

Prior to incurring any mediation costs, both parties shall pay a deposit into escrow of \$500.00. If the mediator finds the complaint to legitimate and Stony Creek's response to be unreasonable, then party filing the complaint shall be refunded its original deposit and Stony Creek shall pay the full cost of the mediation. In all other cases, both parties shall pay half of the final mediation costs.

Stony Creek shall recommend appropriate mitigation measures that would reasonably resolve legitimate complaints, with legitimacy being determined by the mediator if no agreement can be reached between the parties. These include complaints related to noise, shadow flicker, dust, well interruption, interruption with television/broadcast reception, and other impacts to Town residents and businesses not specifically identified herein.