

Wind Farm Development is a renewable energy source that should be fostered and encouraged. The Office of the Attorney General has received numerous complaints regarding Wind Farm Development from citizens, groups, and public officials alleging improper relationships between Wind Companies and local officials. To foster economic development and renewable energy, and promote public integrity in Wind Farm Development, the Office of the Attorney General has created the following Code of Conduct. The Code of Conduct will be monitored by an ongoing Advisory Task Force (the "Task Force") assembled simultaneously herewith. Founding members of the Task Force will include a representative from each of the following agencies: the Franklin County District Attorney's Office, the Monroe County District Attorney's Office, the Wyoming County District Attorney's Office, The New York State Association of Counties, and The Association of Towns of the State of New York. The Task Force shall also include a representative of the Office of the New York State Attorney General, and a designee of the Office of the New York State Attorney General who is not a member of that office.

CODE OF CONDUCT FOR WIND FARM DEVELOPMENT

The below-signed Wind Company voluntarily agrees to implement the following Code of Conduct to govern its future conduct in connection with Wind Farm Development in New York State.

I. CONFLICTS OF INTEREST - PROHIBITED

1. General Standard: The Wind Company shall not directly or indirectly offer to, or confer on, a Municipal Officer, his or her Relative, or any third party on behalf of such Municipal Officer any benefit under circumstances in which it could reasonably be inferred the benefit would induce such Municipal Officer to commit an official act or to refrain from performing an official duty in connection with Wind Farm Development, unless such Municipal Officer recuses him or herself from any official duties in connection with Wind Farm Development.
2. No Gifts: The Wind Company shall not give any Municipal Officer, his or her Relative, or any third party on behalf of such Municipal Officer, any gift or gifts totaling more than ten dollars (\$10.00) in the aggregate during any one-year period.
3. No Compensation for Services: The Wind Company shall not employ, hire, retain or compensate, or agree to employ, hire, retain or compensate, any Municipal Officer whose official duties involve Wind Farm Development in connection with the Wind Company, or his or her Relative, within two years of the time that such Municipal Officer had such duties, unless such Municipal Officer first recuses him or herself from any official conduct in connection with such Wind Farm Development. Accordingly, any compensation provided by the Wind Company to such Municipal Officer, his or her Relative, or third party on behalf of such Municipal Officer or Relative, shall be contingent on such prior recusal. The Wind Company shall disclose in writing to the Task Force and the Office of the Attorney General any agreement that is contingent on such recusal.

4. No Contingent Compensation: The Wind Company shall not provide or agree to provide compensation to any Municipal Officer or his or her Relative that is contingent upon such Municipal Officer's action before or as a member of any Municipal agency.
5. No Honorarium: The Wind Company shall not confer on any Municipal Officer or his or her Relative any honorarium during the Municipal Officer's public service, or for a period of two years after termination of such Municipal Officer's service.
6. Restrictions on Easements/Leases with Municipal Officers: The Wind Company shall not enter into any agreement with any Municipal Officer that requires the Municipal Officer to support or cooperate with Wind Farm Development in any manner that relates to the Municipal Officer's official duties.
7. Confidential Information: The Wind Company shall not solicit, use, or knowingly receive confidential information acquired by a Municipal Officer in the course of his or her official duties.
8. Restrictions on Legal Representation: The Wind Company shall not agree to pay legal fees for any Municipal Officer or Municipality in connection with any investigation by any law enforcement agency.

II. PUBLIC DISCLOSURE

For events transpiring after the date that this Code of Conduct is signed, the Wind Company shall make the disclosures as set forth in this section. For any financial interest held by a Municipal Officer or his or her Relative in any property Identified for Wind Farm Development prior to the date of this Code of Conduct, the Wind Company shall make the disclosure of the Municipal Officer and the nature and scope of the financial interest by a chart submitted to the Office of the Attorney General and displayed on a website hosted by the Wind Company. The format of the chart shall be subject to the approval of the Office of the Attorney General.

1. The Wind Company shall publicly disclose the full names of any Municipal Officer or his or her Relative who has a financial interest in any property Identified for Wind Farm Development, and the nature and scope of the financial interest in the following manner:
 - a. Submit the information in writing for public inspection to the Clerk of such Municipality.
 - b. Publish the information in a newspaper having a general circulation in such Municipality.
 - c. Display the information on a website hosted by the Wind Company.
 - d. Submit the information in writing to the Task Force and the Office of the Attorney

General.

2. All Wind easements and leases shall be in writing. The Wind Company shall promptly file, duly record, and index an abstract or memorandum of such agreements in the Office of the County Clerk for the county in which the subject property is located; if property owner is a Municipal Officer or his or her Relative, then the Wind Company also shall post an abstract or memorandum of any such agreement on a website hosted by the Wind Company.
3. The abstract or memorandum of such agreements shall, at a minimum, include:
 - a. the full names and addresses of the parties;
 - b. a full description of the property subject to the agreement;
 - c. the essential terms of the agreement, including the rights conveyed by the property owner and, if the property owner is a Municipal Officer or his or her Relative, which of the following ranges encompasses the actual monetary consideration offered by the Wind Company or, if the actual monetary consideration is not fixed, the Wind Company's estimate of the monetary consideration:
 - i. Under \$5,000
 - ii. \$5,000 to under \$20,000
 - iii. \$20,000 to under \$60,000
 - iv. \$60,000 to under \$100,000
 - v. \$100,000 to under \$250,000
 - vi. \$250,000 to under \$500,000
 - vii. \$500,000 to under \$1,000,000
 - viii. \$1,000,000 or higher.

III. EDUCATION AND TRAINING

1. The Wind Company shall promptly provide a copy of this Code of Conduct and a written statement of its intention to comply with this Code of Conduct to the government of any Municipality in which it engages in Wind Farm Development.
2. Within one week of the announcement of this Code of Conduct, the Wind Company shall publish this Code of Conduct on a website hosted by the Company and

on any internal computer network (intranet) site that can be accessed only by its officers or employees, distribute copies of this Code of Conduct among its officers and employees, and post copies in its main office and at any local Wind Farm Development office.

3. Within thirty days of the announcement of this Code of Conduct, the Wind Company shall conduct a seminar for all officers and employees, except those who perform solely administrative/clerical, accounting, or building maintenance functions, about identifying and preventing conflicts of interest when working with Municipal Officers.
4. Within thirty days of the seminar, the Wind Company shall obtain acknowledgement forms from each of its employees, certifying that they have: (i) attended the seminar required by paragraph 3 of this section, unless they fall into the exception therein, and (ii) have read and agree to comply with this Code of Conduct. If, due to exceptional circumstances, an officer or employee is unable to attend the seminar required in paragraph 3 of this section, alternative arrangements should be made as soon as is practical for such officer or employee to receive the training described in paragraph 3 and sign the acknowledgement form. The Wind Company shall discontinue employment of anyone who fails to attend the seminar, or its equivalent, or sign the acknowledgment form.
5. The Wind Company shall distribute to all its employees and post prominently in all its work locations as well as on its website or intranet system the NYS Attorney General's Public Integrity Hotline with instructions that any misconduct, violation of the law, or corruption of any sort in connection with Wind Farm Development; or any violation of this Code of Conduct shall be promptly reported to the New York State Attorney General.
6. Upon discovery by the Wind Company that a Municipal Officer or his or her Relative has entered into a lease or easement with the Wind Company, the Wind Company shall (i) notify the attorney for the Municipality and (ii) recommend to such Municipal Officer that he or she consult with the Municipality's attorney concerning his or her legal obligations, including any obligation to recuse him or herself.

IV. ENFORCEMENT AND COMPLIANCE

1. The Office of the New York State Attorney General shall establish the above-referenced Task Force to provide oversight of Wind Farm Development and monitor compliance with this Code. The Task Force shall include, among others, local elected officials, including District Attorneys, and others designated by the Office of the Attorney General. The Task Force shall report only to the Office of the New York State Attorney General. The Office of the New York State Attorney General shall establish responsibilities and guidelines for the Task Force.

2. For three years following the Wind Company's agreement to this Code of Conduct or until the Wind Company ceases operations in New York State, whichever is earlier, the Wind Company shall contribute a proportional share of the reasonable administrative costs of the Task Force, in an amount to be determined by the Task Force. So long as the Wind Company operates in New York State, it shall fully cooperate with the Task Force.
3. Should the Wind Company discover any conduct in violation of the provisions of this Code, the Wind Company shall promptly disclose such information to the Office of the New York State Attorney General. The Wind Company shall fully cooperate with the Office of the New York State Attorney General in any investigation arising out of such violation.
4. The Task Force shall give notice of any complaints relating to the Wind Company to the Office of the New York State Attorney General. The Task Force may decide not to refer such a complaint, if it determines that it involves a matter relating to this Code of Conduct that can be resolved by the Task Force. The Task Force may refer such complaints to the Office of the New York State Attorney General. With respect to any complaint referred to the Office of the New York State Attorney General by the Task Force, the Office of the New York State Attorney General shall advise the Wind Company of the complaint and give the Wind Company a reasonable opportunity to obtain and submit to the Office of the New York State Attorney General information relevant to the complaint. After providing such opportunity, the Office of the New York State Attorney General shall determine, in its reasonable discretion, and based on a reasonably comprehensive factual investigation including any information provided by the Wind Company, whether a preponderance of the evidence establishes that the Wind Company has violated this Code of Conduct in any material respect. In the event that a violation of any provision set forth in this Code is found, the Wind Company shall pay a civil penalty of up to \$50,000 for the first violation, and up to \$100,000 for any subsequent violation. In setting any penalty amount, the Office of the New York State Attorney General shall consider the relative severity of, and the relative harm to public integrity occasioned by, the violation. Any payment shall be made by certified check made payable to the "State of New York." The Wind Company shall have the right to challenge the Office's finding of a violation and determination of penalty amount before a court of competent jurisdiction, but shall pay any assessed penalty to the State of New York pending the resolution of any such court challenge.
5. The Wind Company and the Office of the New York State Attorney General shall meet to review the terms of this Code both four months and one year from the date on which this Code is signed.

V. DEFINITIONS

Unless otherwise stated or unless the context otherwise requires, when used in this Code:

1. "Gift" means any thing having more than a nominal value whether in the form of money, service, loan, investment, travel, entertainment, hospitality, or in any other form and includes an offer to a charitable organization at the designation of the Municipal Officer or at the designation of his or her Relative.
2. "Honorarium" means any payment made in consideration for any speech given at a public or private conference, convention, meeting, social event, meal or like gathering.
3. "Identified" means that the Wind Company has begun to pursue the purchase or lease of, or an easement on, real property in which the Wind Company knows, or through the exercise of reasonable diligence should have known, that a Municipal Official or his or her Relative has a financial interest in the property.
4. "Municipality" means a county, city, town, village, public authority, school district, or any other special or improvement district, but shall have no application to a city having a population of one million or more or to a county, school district, or other public agency or facility therein.
5. "Municipal Officer" means any officer or employee of a municipality, whether paid or unpaid, and includes, without limitation, all members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau, or committee of the municipality. It also includes any entity that is directly or indirectly controlled by, or is under common control with, such officer or employee.
 - a. "Municipal Officer" shall not include:
 - i. A judge, justice, officer, or employee of the unified court system;
 - ii. A volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or
 - iii. A member of an advisory board of the municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the municipality or to restrict the authority of the municipality to act.
6. "Relative" means a spouse, domestic partner, child, step-child, sibling, or parent of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return.

7. "Wind Farm Development" means any stage of past, present or future development or siting of wind farms, wind turbines, wind power and related facilities or wind power projects; whether considered planned, attempted or completed, including but not limited to permitting, licensing, construction and energy production.

VI. FORMS

The following forms shall be used to comply with the disclosure requirements in Sections II and III above.

1. Disclosure under paragraph II.1.a. above shall be made with the following form:

PROPERTY INTEREST OF MUNICIPAL OFFICER FOR FILING WITH CLERK OF MUNICIPAL ENTITY

Please take notice that a Municipal Officer has a financial interest in a property identified for Wind Farm Development by the Wind Company as set forth below:

Name of Municipal Official:

Name of Municipality and Position that Municipal Official Holds:

Name of Wind Company:

Address of Wind Company:

Description of Property:

Street Address:

Town/City:

Section/Block/Lot #:

2. Disclosure under paragraph II.1.b. and c. above shall be made with the following form:

PUBLISHING ABSTRACT

NOTICE OF CONVEYANCE OF PROPERTY INTEREST BY MUNICIPAL OFFICER TO WIND COMPANY

Please be advised that [Name of Municipal Officer] who holds that position of _____ with the _____ of _____, New York, has conveyed a _____ to [Name of Wind Company] for property with the following street address and section/block/lot number in the _____ of _____, New York. An abstract with more information concerning the transfer is available with the _____ Clerk of the _____ of _____.

3. Disclosure under paragraph III.6. above shall be made with the following form:

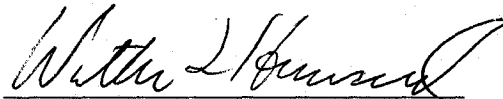
NOTICE TO MUNICIPAL OFFICER

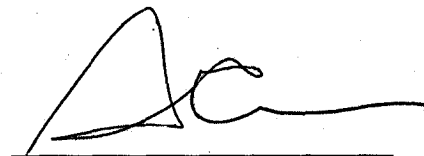
Dear Municipal Official:

It has come to our attention that either you and/or one or more of your relatives may be a Municipal Officer or Employee that has transferred or otherwise conveyed an interest in real property to a wind company.

We strongly recommend that you contact your municipality's attorney to discuss possible obligations, including, but not limited to the obligation under certain laws to recuse yourself from certain matters involving that wind company.

DATED: New York, New York
October 30, 2008


Walter Howard, CEO and President
Noble Environmental Power, LLC


Andrew M. Cuomo
Attorney General
of the State of New York