

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Boyce Hydro Power, LLC)	Project No. 10808-__
Wolverine Hydro, LLC)	

NOTICE OF APPLICATION FOR APPROVAL OF TRANSFER OF LICENSE

(_____, 2019)

On March 15, 2019, Boyce Hydro Power, LLC (transferor) and Wolverine Hydro, LLC (transferee) filed an application for transfer of license for the Edenville Hydroelectric Project No. 10808, located on the Tittabawassee River, in Gladwin and Midland Counties, Michigan.

Applicants seek Commission approval to transfer the license for the Edenville Project from transferor to the transferee.

Contacts for Applicants:

John Clements, Van Ness Feldman, LLP, 1050 Thomas Jefferson Street, NW, Washington, DC 20007, (202) 298-1800.

Nelson P. Turcotte, Wolverine Hydro, LLC, 768 Lexington Cr., Thunder Bay, Ontario P7B 7B8, (807) 768-4034

FERC Contact: _____ (202) 502-_____.

Deadline for filing comments and motions to intervene: 30 days from the issuance date of this notice. Comments and motions to intervene may be filed electronically via the Internet. See 18 CFR 385.2001(a)(1)(iii) and the instructions on the Commission's website under the "e-Filing" link. If unable to be filed electronically, documents may be paper-filed. To paper-file, an original plus seven copies should be mailed to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426. More information about this project can be viewed or printed on the eLibrary link of Commission's website at <http://www.ferc.gov/docs-filing/elibrary.asp>. Enter the docket number (P-2576) in the docket number field to access the document. For assistance, call toll-free 1-866-208-3372.

Kimberly D. Bose
Secretary

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Boyce Hydro Power, LLC)	Project No. 10808-___
Boyce Hydro Power, LLC)	Project No. 10808-___
Wolverine Hydro, LLC)	

**MOTION FOR RECONSIDERATION OF ORDER REVOKING LICENSE
AND APPLICATION FOR APPROVAL OF TRANSFER OF LICENSE**

Pursuant to Rule 212 of the Federal Energy Regulatory Commission's (FERC or Commission) Rules of Practice and Procedure,¹ Boyce Hydro Power, LLC (BHPLLC), licensee for the Edenville Hydroelectric Project, FERC Project No. 10808 (Edenville Project or Project) respectfully moves for reconsideration of the Commission's Order Revoking License² for the Project and Order Denying Rehearing (together, the Revocation Orders).³

Also, pursuant to Section 8 of the Federal Power Act (FPA), as amended,⁴ and Part 9 of the Commission's regulations,⁵ BHPLLC and Wolverine Hydro, LLC (WHLLC), hereby jointly and severally submit an Application for Approval of Transfer of License (Application) for the Project from BHPLLC to WHLLC.⁶

As discussed herein, since issuance of the Revocation Orders, the insufficiency of revenues which prevented BHPLLC from fully complying with the license has been

¹ 18 C.F.R. § 385.212 (2018).

² *Boyce Hydro Power, LLC*, 164 FERC ¶ 61,178 (2018) (Revocation Order).

³ *Boyce Hydro Power, LLC*, 166 FERC ¶ 61,029 (2019) (Order on Rehearing).

⁴ 16 U.S.C. § 801 (2012).

⁵ 18 C.F.R. Part 9.

⁶ WHLLC has authorized Van Ness Feldman, LLP to submit the license transfer application on its behalf.

resolved, such that the drastic remedy of license revocation is no longer necessary. In brief, restoration of the license will enable the licensee to enter into a power purchase agreement (PPA) with Consumers Energy Company (Consumers Energy) at a rate higher than the rate BHPLLC received under the prior contract with Consumers Energy. The increase in revenues will be large enough to enable the licensee to comply with all of the license requirements, and will enable the licensee to obtain a loan from Byline Bank to fund construction of auxiliary spillway capacity sufficient to pass the entire probable maximum flood (PMF) as soon as the Commission approves the complete design package for auxiliary spillways at the Tittabawassee River and Tobacco River outlets, preliminary versions of which are included with this motion.

To further assure the Commission that rescission of the Revocation Orders will not result in continuation of the conditions which led the Commission to revoke the Project license, BHPLLC and WHLLC propose to transfer the Project license to WHLLC. WHLLC operates three licensed projects in Michigan and Wisconsin and is in substantial compliance with its licenses. WHLLC accepts responsibility to ensure that the Project is restored to and remains in compliance with the license terms and conditions.

I. BACKGROUND

The background regarding revocation of the Edenville Project license has been set forth previously and need not be repeated here. It is sufficient to state that following the Revocation Order, BHPLLC filed emergency requests for stay of the License Revocation Order with the Commission⁷ and with the U.S. Court of Appeals for District of Columbia

⁷ Emergency Motion for Stay of Boyce Hydro Power, LLC, Project No. 10808-058 (filed Sept. 17, 2018).

Circuit⁸ which were denied.⁹ The Order Denying Rehearing followed. Thus, at this time the Project license has been revoked.

II. MOTION FOR RECONSIDERATION AND RESCISSION OF REVOCATION ORDERS

A. The Financial Burdens that Have Prevented BHPLLC from Complying with the License Have Been Successfully Addressed.

As BHPLLC has previously documented,¹⁰ its inability to meet all of the license requirements, in particular the high cost of remediating the Project dam to pass the PMF, was the result of inadequate revenues. However, events have occurred since the Revocation Orders were issued which, if the Revocation Orders are rescinded and the license reinstated, will put the Project on a dramatically improved financial footing that will enable the licensee to fully satisfy the license requirements, and to begin construction of the required spillway capacity in very short order.

First, BHPLLC and other members of a coalition of small hydroelectric project operators in Michigan (Independent Power Producers Coalition, or IPPC) have been engaged in Consumers Energy's integrated resource planning¹¹ and avoided cost¹² proceedings before the Michigan Public Service Commission (MPSC). These proceeding

⁸ Emergency Motion of Boyce Hydro Power, LLC to Stay Order of the Federal Energy Regulatory Commission Pending Completion of Agency Proceedings and Judicial Review, *In re Boyce Hydro Power, LLC*, No. 18-1255 (D.C. Cir. filed Sept. 17, 2018).

⁹ See *Boyce Hydro Power, LLC*, 165 FERC ¶ 61,027 (2018); Order, *In re Boyce Hydro Power, LLC*, No. 18-1255 (D.C. Cir. issued Sept. 25, 2018).

¹⁰ See Motion of Boyce Hydro Power, LLC for Withdrawal of Order Proposing Revocation of License at 12, Project No. 10808-000 (filed Mar. 16, 2018); Emergency Motion for Stay Pending Rehearing, Request for Approval of Plan to Fund the Tobacco Auxiliary Spillway, and Request for Extensions of Time, Att. A, Exs. 1-6, Project No. 10808-057 (filed Dec. 1, 2017).

¹¹ *In the matter of the application of Consumers Energy Company for approval of its integrated resource plan pursuant to MCL 460.6t and for related accounting and ratemaking relief*, Mich. Pub. Serv. Comm'n Docket No. U-20165 (filed June 15, 2018).

¹² *In the matter, on the Commissions own motion, establishing the method and avoided cost calculation for Consumers Energy Company to fully comply with the Public Utilities Regulatory Policy Act of 1978, 16 USC 2601 et seq.*, Mich. Pub. Serv. Comm'n Docket No. U-18090 (filed May 4, 2016).

together will establish Consumers Energy's obligations regarding the purchase of power from qualifying small power production facilities and the rates Consumers Energy will pay to purchase power from such projects, including small hydroelectric projects, going forward. Negotiations between Consumers Energy and the IPPC regarding these matters are ongoing and have proceeded to the point that it is anticipated that Consumers Energy will soon execute new 20-year PPAs with IPPC members. The attached letter (Attachment A) documents that BHPLLC and Consumers Energy are negotiating for the purchase of Edenville power by Consumers Energy under the new PPA based on reinstatement of the license by 2022.¹³

Under the current contracts, BHPLLC receives from Consumers Energy lower rates for energy and capacity than are received by other IPPC members. The new PPA will put the rates BHPLLC receives from Consumers Energy on an equal footing with rates received by other IPPC members. The new PPA for all IPPC members is to become effective immediately upon MPSC approval of the contracts, which could be as soon as June 2019. The new PPA for the Edenville Project would become effective upon restoration of the Commission license.

Under the new PPA there will for the first time be a revenue stream sufficient to carry out all the license terms. Reconsideration Attachment B is an affidavit with exhibits from Mr. Lee W. Mueller supporting BHPLLC's estimated combined revenue and cost projection for all four projects based on the new PPA taking effect for the three currently licensed projects in June 2019 and all four projects beginning in 2020.¹⁴

¹³ See Att. A – Letter to IPPC members from Consumers Energy. Attachment A has been redacted from the public filing because it contains privileged and confidential information.

¹⁴ See Att. B – Affidavit of Lee W. Mueller (Mueller Aff.), Exs. A (Boyce Financial Analysis), B (BHPLLC Average MWh Production), and C (BHPLLC Annual Operating Expense Budget for 2020).

Second, based on the strength of the PPA, BHPLLC will be able to borrow funds sufficient to construct additional spillway capacity capable of passing the full PMF.

BHPLLC has received the attached loan term sheet from Byline Bank.¹⁵ The term sheet provides that Byline Bank will lend BHPLLC and related entities a minimum of \$5.5 million for a term of 20 years,¹⁶ which will be sufficient to commence construction on the Edenville auxiliary spillway capacity as soon as the Commission approves the complete design package. Byline Bank's commitment is contingent on the Commission reinstating the license.¹⁷ The loan is included in the cost and revenue estimate addressed in Mr. Mueller's affidavit.

The debt for the four BHPLLC projects under existing loan agreements is cross-collateralized and the revenue from all four projects is needed to cover the debt service. The proposed new financing for the Edenville spillways will also require cross-collateralization with the revenue from all four projects to cover the loan requirements and eligibility. Thus, WHLLC will become a party to the existing and proposed loans from Byline Bank. As further explained below, WHLLC and BHPLLC will have a

Certain exhibits to Attachment B have been redacted from the public filing because they contain privileged and confidential information. 18 C.F.R. § 388.112.

¹⁵ See *id.*, Ex. D. BHPLLC anticipates that the term sheet will be executed shortly following the submittal of some additional data to Byline Bank. BHPLLC will submit the executed term sheet as soon as it is available. Byline Bank, a subsidiary of Byline Bancorp, Inc. (NYSE:BY), is a full service commercial bank serving small- and medium-sized businesses, financial sponsors, and consumers. Byline Bank has approximately \$4.9 billion in assets and operates more than 50 branch locations throughout the Chicago and Milwaukee metropolitan areas. See News Release, Byline Bank, Byline Bank Opens Today With Over 50 Branches—including expanded North Shore locations (Feb. 25, 2019), <https://www.bylinebank.com/byline-bank-opens-today-with-over-60-branches-including-expanded-north-shore-locations/>.

¹⁶ Byline Bank and BHPLLC are also negotiating an increase in the loan amount to \$7.5 million, which BHPLLC anticipates will occur shortly.

¹⁷ See Mueller Aff., Ex. D at 3.

contractual relationship which provides the funding for operations through the sale of electricity to Consumers Energy under the new PPA.

B. BHPLLC's and WHLLC's Plan to Restore License Compliance

BHPLLC and WHLLC have developed a two-part plan to assure the Commission that the benefits of the above-described scenario can be realized. First, as discussed below, the parties are applying to transfer the Edenville Project license to WHLLC. WHLLC is well qualified to hold the Edenville Project license because it is owned by the longstanding operator of three other licensed projects which are in substantial compliance with their respective license requirements. As the license holder, WHLLC will be responsible for ensuring that the Edenville Project is operated in accordance with the license terms and conditions.

The second part of the plan is proposed conditions to the reinstated license to address the compliance issues identified in the Commission's June 2017 Compliance Order (Compliance Order),¹⁸ which is the basis for the Revocation Order. To demonstrate its commitment to compliance, BHPLLC has not waited for the Commission to reinstate the license. Instead, BHPLLC has prepared and has attached to this motion a preliminary design package for auxiliary spillways at the Tittabawassee River and Tobacco River outlets that together are capable of passing the full PMF and supporting information.¹⁹ With the license reinstated and the new PPAs and Byline Bank loan agreement executed, BHPLLC will be able to finalize the design package following Commission review, and submit complete design packages and a plan and schedule to

¹⁸ *Boyce Hydro Power, LLC*, 159 FERC ¶ 62,292 (2017).

¹⁹ See Att. C – Preliminary Design Package and Att. D – Edenville Siteplans for PMF. Because the design package and siteplans include Critical Energy/Electric Infrastructure Information they have been redacted and are being filed as non-public information. 18 C.F.R. § 388.113.

construct the Tobacco Spillway in 2020 and the Tittabawassee Spillway in 2021, bringing the licensee into full compliance with the PMF requirement.

The Compliance Order also identified other non-compliance matters, several of which remain to be addressed.²⁰ The remaining items and the Applicant's proposal to address these items are as follows:

Compliance Order Paragraph or Chicago Regional Office (CRO) Letter		Proposed Action Date
(B)	Tobacco Auxiliary Spillway completed design package.	90 days from FERC approval of plans and specifications.
(D)	Tittabawassee Auxiliary Spillway plans, specifications, and construction schedule.	Submit completed design package with schedule 90 days from FERC approval of plans and specifications.
(F)	Plan and schedule for additional modifications to meet the PMF.	180 days from reinstatement of license.
(G)	Plans and specifications for the permanent repairs to left and right Tobacco Abutment Spillway walls.	180 days from reinstatement of license.
CRO 9/1/17 Letter ²¹	Plan and schedule to design and carry out corrective measures recommended in Independent Consultant's Part 12D report.	180 days from reinstatement of license.
CRO 9/18/17 Letter ²²	Plan and schedule to perform a Focused Spillway Assessment per CRO directive issued 4/28/17.	45 days from reinstatement of license.
(K)	Complete design package for construction of approved recreation facilities.	Submit application to amend Recreation Plan 60 days from reinstatement of license.

²⁰ BHPLLC has completed the requirement of Ordering Paragraph (L) to install and connect to the SCADA system reliable water quality monitoring equipment and demonstrate that it is in good working order. *See* Revocation Order at P 21 & n.56. BHPLLC has also filed documentation that it possesses the necessary property rights for the Tobacco and Tittabawassee Auxiliary Spillways as required by Ordering Paragraphs (C) and (E) in submittals made on July 26, 2017, August 23, 2017, and January 22, 2018.

²¹ Letter from John A. Zygaj, FERC – Chicago Regional Office, to Lee W. Mueller, BHPLLC, Project No. 10808-000 (issued Sept. 1, 2017).

²² Letter from John A. Zygaj, FERC – Chicago Regional Office, to Lee W. Mueller, BHPLLC, Project Nos. 10808-000 et al. (issued Sept. 18, 2017).

Compliance Order Paragraph or Chicago Regional Office (CRO) Letter		Proposed Action Date
(J)	Document reasonable public access to Project lands and water, including opening gates to parking and fishing areas and removal of fencing blocking access to recreation features.	Reopen existing facilities upon reinstatement of license; submit application to amend approved Recreation Plan 60 days from reinstatement of license.

The proposed action dates are premised on the licensee's top priority upon reinstatement of the license being approval of the Tobacco and Tittabawassee Auxiliary Spillway plans and specifications and the associated design packages so that construction may begin on the auxiliary spillways in 2020 and 2021, respectively. The next priority is addressing the remaining dam and project safety requirements.

Regarding recreation, BHPLLC and WHLLC intend for the licensee to prepare and submit to the Michigan Department of Natural Resources (MDNR) for comment a second draft Recreation Plan amendment application, and then to submit a plan amendment application to the Commission.²³ Submittal of a complete design package for the currently approved recreation facilities, some of which do not exist, and/or existing facilities that may be required to be modified, would be a waste of the licensee's and the Commission's resources. Reopening the existing facilities and access locations will provide interim recreation opportunities while the Commission evaluates the amendment application.

²³ BHPLLC submitted a draft amendment application to MDNR for comment on October 5, 2017. MDNR had various criticisms of the draft plan. BHPLLC has not completed its evaluation of the comments and response when the Revocation Order was issued. At this time, BHPLLC is negotiating to provide additional public access to the Tittabawassee outlet tailrace across land owned by Consumers Energy. Those negotiations, if successful, will be reflected in the proposed plan amendment.

III. APPLICATION FOR TRANSFER OF LICENSE

A. Information Required by Part 9 of the Regulations

Part 9 of the Commission's regulations requires an application for approval of transfer of license to contain certain information, statements, and verifications in a form that conforms to the requirements of Section 131.20 of the Commission's regulations,²⁴ and separately requires such application to set forth, in appropriate detail, the qualifications of the transferee to hold the license and to operate the licensed project.

Each of these requirements is addressed below.

1. BHPLLC (Transferor), licensee for the Edenville Project, FERC Project No. 10808, issued by the Commission on October 16, 1998, and
2. WHLLC (Transferee),
3. Hereby jointly and severally apply, pursuant to Sections 9.1 through 9.3, Section 4.32, and Section 131.20 of the Commission's regulations, for written approval by the Commission of the transfer of the license for the Edenville Project, FERC Project No. 10808, from BHPLLC to WHLLC, and further request that the instrument of such approval by the Commission be made effective as of the date of conveyance of the project properties. In support thereof, Applicants state as follows:
4. WHLLC is a limited liability corporation, organized under the laws of the State of Michigan; copies of its certificate of formation and limited liability operating agreement are submitted herewith as Attachments E-1 and E-2, and are hereby incorporated herein and made a part hereof.
5. As evidence of its compliance with all applicable state laws as required by Section 9(a)(2) of the FPA, WHLLC verifies that it is and will continue to be in compliance with all applicable state laws.
6. WHLLC will submit certified copies of all instruments of conveyance whereby title to the Edenville Project properties is conveyed to it, upon completion of such conveyance, if and when the Commission shall have given its approval to the proposed transfer.

²⁴ 18 C.F.R. § 131.20.

7. If and when the Commission shall have given its approval to the proposed transfer, and upon completion of conveyance of the Edenville Project properties to WHLLC, BHPLLC will deliver to WHLLC, and WHLLC will accept and permanently retain, all license instruments and all maps, plans, specifications, contracts, reports of engineers, accounts, books, records, and all other papers and documents relating to the original Project and to all additions thereto and betterments thereof.
8. BHPLLC has made every reasonable effort within its means to comply with the terms and conditions of its license, as amended, to the date of this Application, and obligates itself to pay all annual charges accrued under the license to the date of transfer.
9. Contingent upon the final written approval by the Commission of the transfer of the license, WHLLC accepts all the terms and conditions of the license, as amended, and the FPA, and agrees to be bound thereby to the same extent as though it were the original licensee thereunder.
10. The name, title, post office address, and other contact information of the person or persons to whom correspondence in regard to this Application shall be addressed are as follows:

For Transferor:

Lee W. Mueller
Boyce Hydro Power LLC
6000 S. M-30 (P.O. Box 15)
Edenville, MI 48620
Tel: (989) 689-3161
lwmueller@boycehydrollc.com

John Clements
Van Ness Feldman, LLP
1050 Thomas Jefferson Street, NW
Seventh Floor
Washington, DC 20007
Tel: (202) 298-1800
jhc@vnf.com

For Transferee:

Nelson P. Turcotte
 Wolverine Hydro, LLC
 768 Lexington Crescent
 Thunder Bay, Ontario P7B 7B8
 Tel: (807) 768-4034
hydro@eastlink.ca

B. Transfer of the License Is in the Public Interest.

WHLLC is legally, technically, and financially qualified to hold the Project license.

WHLLC was formed for the purpose of owning and operating hydroelectric projects. It is authorized to engage in the business of developing, transmitting, and distributing power, and in any other business necessary to carry out the purposes of a license, and is therefore legally qualified to hold the license for the Project.

WHLLC is technically qualified to be a licensee. WHLLC is under the management of Mr. Nelson Turcotte, also owns and operates through separate limited partnerships three other Commission-licensed hydroelectric projects, which together have a total capacity of 2 megawatts. These are the 710 kilowatt (kW) Shawano Hydroelectric Project No. 710,²⁵ located in Wisconsin; the 1,200 kW Tower Kleber Hydroelectric Project No. 10615,²⁶ located in Michigan; and the 1,100 kW Alverno Hydroelectric

²⁵ The Shawano Project license was transferred to the licensee, Wolf River Hydro Limited Partnership (WRHLP), in 2000. *See Wis. Power & Light Co.*, 90 FERC ¶ 62,217 (2000); Letter from Nelson Turcotte, Northwoods Hydropower, Inc., to David Boergers, FERC, Project No. 710-030 (filed June 1, 2000) (accepting transfer of license). The General Partner of WRHLP and of the other two licensed projects owned and operated by Mr. Turcotte is Northwoods Hydropower, Inc. (NHI).

²⁶ The Tower Kleber Project license was transferred to Tower Kleber Limited Partnership in 2000. *See Wolverine Power Supply Coop., Inc.*, 90 FERC ¶ 62,066 (2000); Letter from Frank O. Christie, Tower Kleber Limited Partnership, to David Boergers, FERC, Project Nos. 10615-000 and 10615-024 (filed June 23, 2000) (accepting transfer of license).

Project No. 11730,²⁷ also located in Michigan. All the projects owned and managed by Mr. Turcotte are in substantial compliance with the applicable license.²⁸ Mr. Turcotte has been and remains in compliance with all financial instruments related to his ownership and control of these projects. For these reasons, WHLLC is fully qualified to own and operate the Edenville Project, as required by the FPA and the Commission's regulations. The resumes of Mr. Turcotte and his hydro project operations and management team, all of whom have extensive experience operating Commission-licensed projects, are attached.²⁹

WHLLC agrees to accept all the terms and conditions of the Edenville Project's license, and to be bound by the license, as if it were the preceding licensee. It commits to operating and maintaining the Edenville Project as licensee in accordance with the license, FERC regulations and directives, and the FPA.

In order to timely undertake these responsibilities and restore the Project license to compliance, Mr. Turcotte will be Member Manager of WHLLC. WHLLC will need to rely on the services of Boyce Hydro, LLC (BHLLC),³⁰ which WHLLC will engage to manage the daily operations of the Project. The applicants understand that this will give the Commission pause, but submit that favorable resolution of the financial issues which have burdened BHPLLC and WHLLC's independent obligations and commitments as licensee will ensure that compliance is achieved. The contractual agreements between

²⁷ An original license for the Alverno Project was issued to Black River Limited Partnership in 2001. *See Black River Ltd. P'ship*, 97 FERC ¶ 62,194 (2001).

²⁸ The projects have had some noncompliance incidents in recent years, but they have been minor and short-lived.

²⁹ *See* Att. F.

³⁰ BHLLC is not the Commission licensee for any hydroelectric project, but rather is an existing limited liability corporation that is contracted by BHPLLC to operate BHPLLC's licensed projects.

WHLLC and BHLLC³¹ will include *Linweave* clauses³² to ensure that it is clear WHLLC, as the licensee, is legally responsible for license compliance and does not require BHLLC approval to carry out any license requirements imposed by the Commission.

BHPLLC submits that reinstatement of the Edenville Project license, coupled with transfer of the license to WHLLC, is in the public interest.

- The Project will be operated under the control and direction of an entity that is successfully operating its other projects.
- Public safety will be increased because the new PPA and long-term load will ensure that there is sufficient revenue to add the additional spillway capacity need to meet the full PMF within a short time. Absent reinstatement of the license, it is doubtful BHPLLC will have sufficient income from the other three projects to make any significant improvements to the Edenville spillway capacity.
- The public recreation facilities and access to Project lands, which are now closed, can be reopened, and the licensee will have the means to comply with such future public recreation conditions as the Commission may require.
- The great cost and uncertainty that attaches to any potential effort by another entity to obtain a future license for the Project will be avoided.

IV. CONCLUSION

As shown above, the circumstances which prevented BHPLLC from being in full compliance with the Edenville license will shortly be remedied, but only if the

³¹ The contractual agreements will include lease of the project properties by WHLLC, an operating agreement between WHLLC and BHLLC, and a revenue sharing agreement between WHLLC and BHPLLC. An organization chart is attached hereto as Attachment G.

³² See *Linweave, Inc.*, 23 FERC ¶ 61,391 at p. 61,830 (1983).

Commission rescinds the Revocation Orders. The new PPAs and long-term Byline Bank loan will provide ample funds to construct the Edenville auxiliary spillways needed to pass the full PMF and for the Edenville licensee to address the remaining outstanding compliance issues. Also, as demonstrated above, WHLLC is legally, technically, and financially qualified to hold the license for, and to operate, the Edenville Project. In addition, WHLLC has agreed to accept all of the terms and conditions of the license, to be bound by the license as if it were the preceding licensee, and to operate and maintain the Project in accordance with the license and regulations and directives of the Commission under the FPA.

WHEREFORE, for the foregoing reasons, BHPLLC respectfully requests that the Commission grant reconsideration of and rescind the Revocation Orders and reinstate the Edenville license, and BHPLLC and WHLLC jointly request that the Commission approve the transfer of license requested herein.

Respectfully submitted,

/s/ John H. Clements
John H. Clements
Van Ness Feldman, LLP
1050 Thomas Jefferson Street, NW
Seventh Floor
Washington, DC 20007
Tel: (202) 298-1800
jhc@vnf.com

Counsel for Boyce Hydro Power, LLC

Dated: March 15, 2019

ATTACHMENTS

Attachment A	Consumers Energy Letter (March 14, 2019) (Privileged)
Attachment B	Affidavit of Lee W. Mueller (Public) Exhibit A (Privileged) Exhibit B (Public) Exhibit C (Privileged) Exhibit D (Privileged)
Attachment C	Preliminary Design Package (CEII)
Attachment D	Edenville Siteplans for PMF (CEII)
Attachment E-1	Wolverine Hydro, LLC Articles of Organization (Public)
Attachment E-2	Limited Liability Company Agreement of Wolverine Hydro, LLC (Public)
Attachment F	Resumes of Wolverine Hydro, LLC Team (Public)
Attachment G	Post-Transfer Organization Chart (Public)

ATTACHMENT A

Consumers Energy Letter (March 14, 2019)

This exhibit contains privileged and confidential information. It is being filed under separate cover pursuant to 18 C.F.R. § 388.112.

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Boyce Hydro Power, LLC) **Project No. 10808-__**

AFFIDAVIT OF LEE W. MUELLER

1. My name is Lee W. Mueller. I am a Co-Member Manager of Boyce Hydro Power, LLC (BHPLLC), the licensee for the Edenville Hydroelectric Project No. 10808 (Edenville Project). My business address is 6000 S. M-30 (P.O. Box 15), Edenville, Michigan, 48620. I have management responsibility over the operations and finances of the Edenville Project as well as the other three hydroelectric projects for which BHPLLC is the Federal Energy Regulatory Commission (“Commission”) licensee: the Secord Project No. 10809, the Smallwood Project No. 10810, and the Sanford Project No. 2785.
2. Attached hereto is Exhibit A consisting of a table showing BHPLLC’s estimate of gross and net revenues for all four BHPLLC projects assuming the Edenville Project license is reinstated and the licensee executes new power purchase agreements with Consumers Energy Corporation (Consumers Energy) for all four projects before July 1, 2019, and that BHPLLC and Byline Bank execute a minimum \$5.5 million loan agreement with a 20-year term is executed by January 1, 2020 (negotiations are ongoing to increase the loan amount to \$7.5 million). The full year generation figures disclosed in Exhibit B of this Affidavit are the sum of the average annual generation for the Secord, Smallwood, and Sanford Projects for the most recent three full years of generation (19,555 MWh/year) and the Edenville Project average interpolated generation for 2016, 2017, and 2018 of 21,805

MWh/year. The projected energy and capacity rates are based on currently confidential and non-disclosable figures provided by Consumers Energy. The operating expenses as represented in Exhibit C of this Affidavit were derived by analyzing the past three years of Boyce Hydro operating cost details and projecting forward the anticipated costs under a license reinstatement or transfer. The capital expenditure estimates are based on BHPLLC assessment of the documented Part 12D repair costs, auxiliary spillway cost estimates, and estimates for gradual replacement or annual repair of electrical generating equipment. The estimated relicensing costs are based past experience with the licensing process. The debt service figures for new capital improvements are based on the loan terms stated in Exhibit D of this Affidavit.

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**


Boyce Hydro Power, LLC

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Project No. 10808-__

AFFIDAVIT OF LEE W. MUELLER

Lee W. Mueller, being duly sworn, deposes and states that the attached are his sworn affidavit and exhibits and that the statements contained therein are true and correct to the best of his knowledge, information, and belief;



Lee W. Mueller

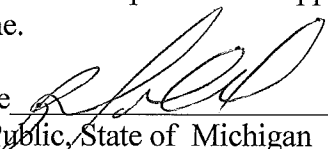
14 March, 2019
Date

State of Nevada
County of Clark

Subscribed and sworn to (or affirmed)
before me on this 14 day of March,
2019:

Lee W. Mueller

Proved to me on the basis of satisfactory
Evidence to be the person who appeared
before me.

Signature 

Notary Public, State of Michigan

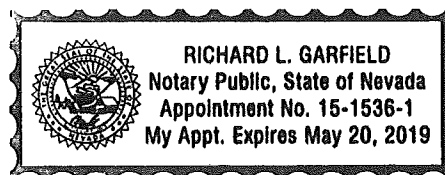


EXHIBIT A

Boyce Hydro Power, LLC Financial Analysis for FERC

This exhibit contains privileged and confidential information. It is being filed under separate cover pursuant to 18 C.F.R. § 388.112.

EXHIBIT B

Boyce Hydro Power, LLC
Average MWh Production

Affidavit Exhibit B
Boyce Average MWh Production

All plants combined				
MWhrs	2016	2017	2018	Average
January	3,570.16	4,332.01	3,728.90	3,877.02
February	5,162.12	4,244.17	3,782.55	4,396.28
March	7,595.41	6,184.22	4,136.15	5,971.92
April	6,344.72	6,952.98	5,887.58	6,395.09
May	3,201.58	4,090.45	5,742.00	4,344.67
June	1,309.97	3,356.49	2,240.03	2,302.16
July	1,054.29	1,745.37	1,514.37	1,438.01
August	1,294.41	1,698.70	1,650.10	1,547.74
September	1,349.74	1,034.27	2,922.40	1,768.80
October	2,300.84	2,907.57	3,001.37	2,736.59
November	1,889.80	4,088.61	2,656.77	2,878.39
December	2,927.94	2,650.64	3,365.75	2,981.44
	38,000.97	43,285.46	40,627.95	40,638.13

Edenville only (*interpolated)				
MWhrs	2016	2017	2018	Average
January	1,958.12	2,341.83	2,019.75	2,106.57
February	2,829.49	2,239.08	2,086.94	2,385.17
March	3,992.98	3,178.07	2,241.19	3,137.41
April	3,248.70	3,602.98	3,161.46	3,337.71
May	1,731.04	2,143.06	3,256.49	2,376.86
June	746.52	1,852.61	1,240.72	1,279.95
July	563.90	911.24	819.07	764.73
August	686.89	939.72	924.26	850.29
September	671.44	590.59	1,577.89	946.64
October	1,239.75	1,606.06	1,200.00 *	1,348.60
November	870.56	2,068.30	800.00 *	1,246.29
December	1,514.66	1,200.00 *	1,200.00 *	1,304.89
	20,054.04	22,673.52	20,527.75	21,085.11

Sanford, Smallwood, & Secord				
MWhrs	2016	2017	2018	Average
January	1,612.04	1,990.18	1,709.15	1,770.46
February	2,332.62	2,005.09	1,695.61	2,011.11
March	3,602.43	3,006.15	1,894.96	2,834.51
April	3,096.03	3,350.00	2,726.12	3,057.38
May	1,470.54	1,947.39	2,485.51	1,967.81
June	563.45	1,503.88	999.31	1,022.21
July	490.39	834.13	695.30	673.27
August	607.52	758.98	725.84	697.45
September	678.30	443.68	1,344.51	822.16
October	1,061.08	1,301.51	1,801.37	1,387.99
November	1,019.24	2,020.31	1,856.77	1,632.11
December	1,413.28	1,450.64	2,165.75	1,676.56
	17,946.93	20,611.94	20,100.20	19,553.02

EXHIBIT C

Boyce Hydro Power, LLC Annual Operating Expense Budget for 2020

This exhibit contains privileged and confidential information. It is being filed under separate cover pursuant to 18 C.F.R. § 388.112.

EXHIBIT D

Byline Bank Term Sheet

This exhibit contains privileged and confidential information. It is being filed under separate cover pursuant to 18 C.F.R. § 388.112.

ATTACHMENT C

Preliminary Design Package

This exhibit contains critical energy/electric infrastructure information. It is being filed under separate cover pursuant to 18 C.F.R. § 388.113.

ATTACHMENT D

Edenville Siteplans for PMF

This exhibit contains critical energy/electric infrastructure information. It is being filed under separate cover pursuant to 18 C.F.R. § 388.113.

ATTACHMENT E-1

Wolverine Hydro, LLC Articles of Organization
(December 2001)

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

WOLVERINE HYDRO, L.L.C.

ID NUMBER: B4850D

received by facsimile transmission on December 21, 2001 is hereby endorsed

Filed on December 26, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of December, 2001.

, Director

Bureau of Commercial Services

CAS 708 (Rev. 11/99)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU														
Date Received		(FOR BUREAU USE ONLY) This document is effective on the date filed, unless a subsequent effective date within 30 days after received date is stated in the document.												
<table border="1"> <tr> <td colspan="3">Name Stephen & Anderson, P.L.C.</td> </tr> <tr> <td colspan="3">Address 812 S. Garfield Ave., Suite #3</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> <tr> <td>Traverse City,</td> <td>MI</td> <td>49686</td> </tr> </table>			Name Stephen & Anderson, P.L.C.			Address 812 S. Garfield Ave., Suite #3			City	State	Zip Code	Traverse City,	MI	49686
Name Stephen & Anderson, P.L.C.														
Address 812 S. Garfield Ave., Suite #3														
City	State	Zip Code												
Traverse City,	MI	49686												
		EFFECTIVE DATE												

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

ARTICLES OF ORGANIZATION**For use by Domestic Limited Liability Companies**

(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1953, the undersigned execute the following Articles:

ARTICLE IThe name of the limited liability company is: Wolverine Hydro, L.L.C.**ARTICLE II**

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The street address of the location of the registered office is:

812 S. Garfield Ave., #3 Traverse City Michigan 49686
(Street Address) (City) (State) (Zip Code)

2. The mailing address of the registered office if different than above:

(Mailing Address if Different) (City) (State) (Zip Code)
3. The name of the resident agent at the registered office is: Cynthia A. Anderson**ARTICLE V** (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

See attached for Article V and Article VI.

Signed this 21st day of December, 19 2001

By Nelson Turcotte Dec. 21/01
(Signature) (Date)

Nelson Turcotte
(Type or Print Name)

ARTICLE V - MANAGED BY MANAGER

The business of the limited liability company is to be managed by a Manager.

ARTICLE VI - LIMITATION OF LIABILITY

No member shall be personally liable to the Company or its members for monetary damages for a breach of his or her duties as set forth in §404 of the Michigan Limited Liability Company Act (the "Act"), provided that the foregoing shall not eliminate or limit the liability of a member for any of the following: (1) consenting to or authorizing a distribution in violation of an operating agreement or in violation of §307 of the Act; (2) a knowing violation of law; (3) the receipt of a financial benefit to which the member is not entitled; or (4) acts or omissions occurring prior to the effective date of these Articles of Organization. If the Act is amended to authorize the further elimination or limitation of the liability of member, then the liability of a member of the Company, in addition to the limitation on personal liability contained in these Articles of Organization, shall be eliminated or limited to the fullest extent permitted by the Act as so amended. No amendment or repeal of this Article V shall apply to or have any effect on the liability or alleged liability of any member of the Company for or with respect to any acts of any member of the Company or omission of any member occurring before the effective date of any such amendment or repeal.

C&S 701

Preparer's Name Michele Anderson BonhagBusiness Telephone Number (231) 947-4050**INFORMATION AND INSTRUCTIONS**

1. The Articles of Organization cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporation, Securities and Land Development Bureau. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since this document will be maintained on optical disk media, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 23, P.A. of 1993, by one or more persons for the purpose of forming a domestic limited liability company. **Use form C&S 701 if the limited liability company will be providing services rendered by a certified or other public accountant, a dentist, an osteopathic physician, a physician, a surgeon, a doctor of divinity or other clergy, or an attorney-at-law.**
4. Article I - The name of a domestic limited liability company is required to contain one of the following words or abbreviations: "Limited Liability Company", "L.L.C.", "L.C.", "LLC", or "LC".
5. Article II - Under section 203(b) of the Act, it is sufficient to state substantially, alone or with specifically enumerated purposes, that the limited liability company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.
6. Article V - Section 401 of the Act specifically states the business shall be managed by members unless the Articles of Organization state the business will be managed by managers. If the limited liability company is to be managed by managers instead of by members, insert a statement to that effect in Article V.
7. This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. The Articles must be signed by one person who will be a member. State name of person signing beneath their signature.
9. If more space is needed, attach additional pages. All pages should be numbered.
10. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability company name on check or money order. **\$50.00**

To submit by mail:

Michigan Department of Consumer and Industry Services
Corporation, Securities and Land Development Bureau
Corporation Division
7150 Harris Drive
P.O. Box 30054
Lansing, MI 48909

To submit in person:

6546 Mercantile Way
Lansing, MI
(517) 334-6302

Fees may be paid by VISA or Mastercard
when delivered in person to our office.

To submit electronically: (517) 334-8048

*To use this service complete a MICH-ELF application to provide your VISA or Mastercard number. Include your assigned Filer number on your transmission. To obtain an application for a filer number, contact (517) 334-6327 or visit our WEB site at <http://www.cis.state.mi.us/corp/>.

ATTACHMENT E-2

Limited Liability Company Agreement of Wolverine Hydro,
LLC

OPERATING AGREEMENT
OF
WOLVERINE HYDRO, LLC
A MICHIGAN LIMITED LIABILITY COMPANY

Pursuant to the Michigan Limited Liability Company Act, 1993 PA 23, as amended (the "Act"), Wolverine Hydro, LLC ("LLC"), and its Members (as noted below), as it may be amended from time to time ("Members") herein now present the Operating Agreement ("Agreement").

The parties agree as follows: THIS AGREEMENT is entered into the 13th day of March, 2019, by and between the following persons:

1. Northwoods Hydropower, Inc. AND
2. Nelson Turcotte

hereinafter, ("Members" or "Parties").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, contract and agree as follows:

ARTICLE I
FORMATION OF LIMITED LIABILITY COMPANY

1. Formation of LLC. The Parties have formed a Michigan limited liability company named Wolverine Hydro, LLC ("LLC"). The operation of the LLC shall be governed by the terms of this Agreement and the applicable laws of the State of Michigan relating to the formation, operation and taxation of a LLC, including the Michigan Limited Liability Company Act. To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Act and this Agreement. The Parties intend that the LLC shall be taxed as a partnership. Any provisions of this Agreement, if any, that may cause the LLC not to be taxed as a partnership shall be inoperative.

AM. 03/14/19

2. Articles or Organization. The Members acting through one of its Members, Nelson Turcotte, filed Articles of Organization, ("Articles") for record in the office of the Michigan Department of Consumer and Industry Services on December 26, 2001, thereby creating the LLC.

3. Purpose. The purpose of the LLC is to engage in any lawful business practice in the State of Michigan or elsewhere. The LLC's activities shall be conducted in compliance with all applicable statutes, rules and regulations.

Wolverine Hydro, LLC (WHLLC), through its two Members; Northwoods Hydropower, Inc. (NHI) and Nelson P. Turcotte, B.Eng., MBA, is a Member Managed LLC. NHI (EIN 98-0193913) is a Michigan based C-Corporation, created in 1999 and also in good standing. NHI is wholly owned by Nelson P. Turcotte and is the General and Managing Partner of Tower Kleber Limited Partnership (TKLP), Black River Limited Partnership (BRLP) and Wolf River Hydro Limited Partnership (WRHLP), all owners and operators of hydroelectric generating stations in the U.S. Midwest (Michigan and Wisconsin). BRLP has existed since 1996 whereas TKLP and BRLP have existed since 2000. TKLP, BRLP and WRHLP have owned, operated and maintained hydroelectric facilities, in the US Midwest for between 19 and 22 years and while doing so have managed and substantially complied with their regulatory responsibilities, through FERC mandated license articles.

WHLLC's Purpose, as defined in this Operating Agreement is to:

- a. Provide Management, Operations, Maintenance and FERC License Work/Compliance services within the hydroelectric industry;
- b. Provide Repair and Construction services, as the opportunities arise, within the hydroelectric industry;
- c. Invest in and secure ownership in small hydroelectric generating stations in the North American market and;
- d. doing any and all things and carrying on any and all other activities necessary, convenient or incidental to accomplish any of the preceding purposes.

1.4 **Powers.** The Partnership shall have the power to do all things necessary or desirable in the conduct of its business to the fullest possible extent.

4. Registered Office and Registered Agent. The registered office and place of business of the LLC shall be 812 S. Garfield Ave., #3, Traverse City, Michigan 49686 and the registered agent at such office shall be Ms. Cynthia Anderson. The Members may change the registered office and/or registered agent from time to time.

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03/14/19

5. Duration. The LLC will commence business as of the date the Members contribute their capital investment in the LLC and will continue in perpetuity.

6. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

ARTICLE II MEMBERS

7. Initial Members. The initial members of the LLC, their initial capital contributions, and their percentage interest in the LLC are:

Initial Members	Percentage Interest in LLC	Capital Contribution
Northwoods Hydropower, Inc.	50%	\$250.00
Nelson P. Turcotte	50%	\$250.00

8. New Members.

New members may be admitted only upon the consent of a majority of the Members and upon compliance with the provisions of this agreement.

ARTICLE III MANAGEMENT

9. Management. The Members have elected to manage the LLC as follows:

The Members hereby delegate the management of the LLC to Manager(s), Northwoods Hydropower, Inc. and Nelson Turcotte subject to the limitations set out in this agreement.

- a) The Members shall elect and may remove the Manager(s) by majority vote.
- b) A Manager shall serve until a successor is elected by the Members.
- c) The Manager(s) shall have the authority to take all necessary and proper actions in order to conduct the business of the LLC.
- d) Except for decisions concerning distributions, any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents.
- e) In determining the timing and total amount of distributions to the Members, the action of the Manager shall be based on a majority vote of the Managers, with or without a meeting.

[Signature]
03/14/19

- f) The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.
- g) There shall be two (2) initial Managers.
- h) The initial Managers is/are: Northwoods Hydropower, Inc. and Nelson Turcotte
- i) **Limited Management Liability.** A Member shall not be liable for monetary damages to the Company for the breach of any management duties except: (a) the receipt of a financial benefit to which the Member is not entitled; (b) voting for or assenting to a distribution to Members in violation of this Agreement or the Act; or (c) commission of a knowing violation of the law.

Reliance. A Member may rely on information, opinions, reports or statements, including, but not limited to, financial statements or other financial data, if prepared or presented by: (a) a Member or employee of the Company whom the Member believes to be competent and reliable in the matter presented; or (b) legal counsel, public accountants, engineers or other persons as to matters the Member reasonably believes are within the person's professional or expert competence.

Other Business Interests. Member may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any other Member shall have the right, by virtue of this Agreement, to share or participate in other investments or activities of a Member or to the income or proceeds from those investments or activities. A Member shall incur no liability to the Company or to any of the other Members as a result of engaging in any other business or venture.

Authority to Act. An official act of the Company requires the signature of a majority in interest of the Members.

Managing Member. Northwoods Hydropower, LLC, Nelson Turcotte, or their elected successor shall be appointed as managing members ("Managing Member") of the Company. The Managing Member shall have all requisite power to carry on the business of the Company as now being or as proposed to be conducted. Without limiting the foregoing, the Managing Member has the power and authority to:

- (a) Direct and supervise the operation of the Company;
- (b) Establish the charges for services and products of the Company as necessary to provide adequate income for the efficient operation of the Company;
- (c) Hire and dismiss all personnel and regulate the terms and conditions of work;
- (d) Oversee the preparation of all financial reports of the Company, and assure that all Company records are properly maintained;
- (e) Acquire any real or personal property and execute, on the Company's behalf, all documents necessary to acquire and perfect title in the Company's assets;

03/14/19
[Signature]

- (f) Sell, lease, exchange, or otherwise dispose of the assets of the Company, subject to the right of the Members to authorize the sale of all or substantially all of the Company's assets;
- (g) Enter into and terminate agreements on behalf of the Company;
- (h) Borrow money from banks and other lenders, and issue notes, debentures and other debt securities and mortgage, pledge, or encumber the Company's assets to secure any borrowings on the Company's behalf;
- (i) Establish appropriate depository accounts and determine the authorized signatories for those accounts;
- (j) Institute, defend and settle litigation or arbitrations and settle any disputed claims on the Company's behalf;
- (k) Employ on the Company's behalf accountants, architects, attorneys, brokers, engineers, escrow agents and others and terminate their employment;
- (l) Purchase on the Company's behalf liability, casualty, fire and other insurance as appropriate to protect the Company's assets, employees, and members;
- (m) Make, revise, or revoke any available allocation, consent or election affecting any tax;
- (n) Perform any other acts necessary or appropriate for management of the Company's business; and
- (o) Effectuate this resolution.

10. Officers and Relating Provisions. In the event the Members elect to manage the LLC, rather than appointing a manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

(a) Officers. The officers of the LLC shall consist of a president, a treasurer and a secretary, or other officers or agents as may be elected and appointed by the Members. Members may hold more than one office. The officers shall act in the name of the LLC and shall supervise its operation under the direction and management of the Members, as further described below.

(b) Election and Term of Office. The officers of the LLC shall be elected annually by the Members by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. Each officer shall hold office until his/her death, until he/she shall resign, or until he/she is removed from office. Election or appointment of an officer or agent shall not of itself create a contract right.

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(c) Removal. Any officer or agent may be removed by a majority of the Members whenever they decide that the best interests of the Company would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) Vacancies. A vacancy is any office because of death, resignation, removal, disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

(e) President. The President shall be the chief executive officer of the LLC and shall preside at all meetings of the Members. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the LLC.

(f) The Treasurer. The Treasurer shall be the chief financial officer of the LLC. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the LLC; (ii) in the absence of the President, preside at meetings of the Members; (iii) receive and give receipts for moneys due and payable to the LLC from any source whatsoever, and deposit all such moneys in the name of the LLC in such banks, trust companies or other depositories as shall be selected by the Members of the LLC; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members of the LLC.

(g) Secretary. The secretary shall: (i) keep the minutes of the Members meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of LLC records; (iv) keep a register of the post office address of each Member; (v) certify the Member's resolutions; and other documents to the LLC as true and correct; (vi) in the absence of the President and Treasurer, preside at meetings of the Members and (vii) in general perform all duties incident to the office of secretary and such other duties as from time as may be assigned by the President or the Members.

11. Member Only Powers. Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b) incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$50,000.

ARTICLE IV CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS

Initial Capital Contributions. The value of the capital contributions of the Members, the percentage interest ("Percentage Interest") of each Member in the total capital of the

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Company and the total capital of the Company are set out in Schedule A, which shall be amended to reflect additional capital contributions.

Percentage Interest. A Member's Percentage Interest is equal to the Member's proportionate share of the total capital of the Company.

Withdrawal and Return of Capital. Except as provided in this Agreement, no Member may withdraw any portion of the Member's capital contribution or be entitled to a return of the Member's capital contribution. No Member shall have any personal liability for the repayment of the capital contribution of any other Member.

Capital Accounts. The Company shall establish and maintain a capital account for each Member ("Capital Account"). Each Capital Account shall be: (a) increased by (i) the amount of any cash or the fair market value of any property contributed by the Member (net of any liabilities secured by the property which the Company assumes or takes subject to under IRC §752); and (ii) the Member's share of net profits and of any separately allocated items of income or gain; and (b) decreased by (i) any cash or the fair market value of any property distributed to the Member (net of any liabilities secured by the property which the Member assumes or takes subject to under IRC §752); and (ii) the Member's share of net losses and of any separately allocated items of deduction or loss. Allocation of items of income, gain, deduction or loss shall reflect the difference between the book value and tax cost basis of assets contributed by the Members.

Additional Contributions to Capital. Any Member may at any time, with the unanimous written consent of the Members, make additional contributions to the capital of the Company. The Company may request additional contributions to capital from the Members in proportion to their Percentage Interests. If any Member fails to contribute additional capital, then the other Members may contribute the additional capital not paid in by the refusing Member and shall receive an increase in the proportionate share of the ownership or interest in the entire Company in direct proportion to the additional capital contributed. If more than one Member wishes to contribute the additional capital not paid by the refusing Member, each Member shall be permitted to contribute a pro rata share.

Capital Contribution other than Cash. No Member may make a contribution of property other than cash without the consent of the remaining Members. Contributed property shall be valued by the Company as of the date of its contribution.

Interest on Capital. No interest shall be paid on any capital contribution.

Compliance with IRC §704(b). The provisions of this Article which relate to the maintenance of Capital Accounts are intended and, if necessary, shall be modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article 7 to have substantial economic effect under IRC §704(b) and the regulations promulgated under it. This Agreement shall not be construed as creating a deficit restoration obligation or

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otherwise personally obligate any Member to make a capital contribution in excess of the initial contribution.

12. Interest of Members. Each Member shall own a percentage interest (sometimes referred to as a share) in the LLC. The Member's percentage interest shall be based on the amount of cash or other property that the Member has contributed to the LLC and that percentage interest shall control the Member's share of the profits, losses, and distributions of the LLC.

13. Contributions. The initial contributions and initial percentage interest of the Members are as set out in this Agreement.

14. Additional Contributions. Only a majority of the Members of the LLC may call on the Members to make additional cash contributions as may be necessary to carry on the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the percentage interest of each Member will be adjusted accordingly.

15. Record of Contributions/Percentage Interests. This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.

16. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

17. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

18. Change in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

Liquidation. All distributions in liquidation of the Company or of any Member's interest in the Company shall be in an amount equal to the positive balance in the Member's Capital Account as determined after all adjustments required by Treasury Regulation §1.704-1.

Distributions of Assets in Kind. With respect to distributions made under this Article, the Company may distribute assets in kind. The valuation of Company property shall be determined by the Company unless any Member requests in writing that an independent

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appraisal be made. If an appraisal is requested, the Company shall select the appraiser. The Company shall pay the cost of the appraisal. The valuation shall be determined by the appraisal.

Compliance with Subchapter K. The provisions of this Article which relate to allocations of tax items to Members are intended and, if necessary, shall be modified to conform to the provisions of the Internal Revenue Code and the Treasury Regulations which apply to Partners and Partnerships.

ARTICLE V VOTING; CONSENT TO ACTION

Voting Rights of Members. Each Member is entitled to one vote on all matters.

Consent Required. The majority vote or written consent of the Members is required for all actions of the Members, including but not limited to: to admit an additional or substitute Member, to merge the Company into another entity, to dissolve and liquidate the Company, to amend the Articles of Organization, or to amend this Agreement respecting interests in net income and net losses, interests in capital of the Company, a capital call, rights on dissolution, rights of allocation and distribution, the increase in liability of any Member, or this Section.

19. Voting by Members. Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage interest.

20. Majority Required. Except as otherwise required, a majority of the Members, based upon their percentage ownership, is required for any action.

21. Meetings - Written Consent. Action of the Members may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members. Action without a meeting may be evidenced by a written consent signed by a majority of the Members.

22. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the LLC, or, if Managers were selected, by any Manager of the LLC.

23. Majority Defined. As used throughout this agreement the term "Majority" of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action.

ARTICLE VI DUTIES AND LIMITATION OF LIABILITY MEMBERS, OFFICERS AND PERSONS SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION

24. Duties of Members: Limitation of Liability. The Members, Managers and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or officer shall have any liability to the LLC or any other Member by reason of being or having been a Member or officer. No Member or officer shall be liable to the LLC or to any other Member or officer for any loss or damage sustained by the LLC or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.

Indemnification of Members. The Company shall indemnify a Member for all costs, losses, liabilities and damages paid or accrued by the Member in connection with the business of the Company, to the fullest extent allowed by law.

Indemnification of Employees and Agents. The Company may, on the vote of the Members, indemnify an employee or other agent of the Company for all costs, losses, liabilities and damages paid or accrued by the employee or agent in connection with the business of the Company, to the fullest extent allowed by law.

25. Members Have No Exclusive Duty to LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. Members may have other business interests and may participate in other investments or activities in addition to those relating to the LLC. Neither the LLC nor any other Member shall have any right, by virtue of this Agreement, to share or participate in another member's business interests, investments or activities or the income or proceeds derived therefrom. No Member shall incur liability to the LLC or to any other Member by reason of participating in any such other business, investment or activity.

26. Protection of Members and Officers.

- (a) As used herein, the term "Protected Party" refers to the Members and officers of the Company.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:
 - (i) the provisions of this Agreement;
 - (ii) the records of the LLC; and/or
 - (iii) such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional

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03/14/19

or expert competence and who has been selected with reasonable care by or on behalf of the LLC, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the LLC or any other fact pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

- c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.
- d) Whenever this Agreement permits or requires a Protected Party to make a decision in its "discretion" or under a grant of similar authority or latitude, the Protected Party shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the LLC or any other Person.
- e) Whenever this Agreement permits or requires a Protected Party to make a decision using a "good faith" or under another express standard, the Protected Party shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

27. Indemnification and Insurance.

- (a) Right to Indemnification.
 - (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the LLC, shall be indemnified and held harmless by the LLC.
 - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, shall be indemnified and held harmless by the LLC.
- (b) Advancement of Expenses. Expenses (including attorney's fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceeding's final disposition. Should the

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03/14/19

indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or officer.

- (c) Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members and officers are expressly authorized to adopt and enter into indemnification agreements for Members, officers and advisory committee members.
- (d) Insurance. The Members may cause the LLC to purchase and maintain insurance for the LLC, for its Members and officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.
- (e) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

28. Duties of Persons Serving on Advisory Committees; Limitation of Liability; Indemnification.

The Members shall have the right to form advisory committees. Persons serving on an advisory committee, whether or not a Member or officer, shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person serving on an advisory committee shall not have any liability to the LLC or to any Member or officer for any loss or damage sustained by the LLC or any Member or officer unless the loss or damage was the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by such person.

ARTICLE VII

MEMBERS INTEREST TERMINATED

29. Termination of Membership. A Member's interest in the LLC shall cease upon the occurrence of one or more of the following events:
- (a) A Member provided notice of withdrawal to the LLC thirty (30) days in advance of the withdrawal date. Withdrawal by a Member is not a breach of this Agreement
 - (b) A Member assigns all of his/her interest to a third party.
 - (c) A Member dies.

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03/14/19

(d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.

(e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.

(f) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(g) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.

(h) If within ninety (90) days after the appointment, without a member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

30. Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

ARTICLE VIII RESTRICTIONS ON TRANSFERABILITY OF LLC INTEREST; SET PRICE FOR LLC INTEREST

31. LLC Interest. The LLC interest is personal property. A Member has no interest in property owned by the LLC.

32. Encumbrance. A Member can encumber his LLC interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

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33. Sale of Interest. A Member can sell his LLC interest only as follows:

a) If a Member desires to sell his/her interest, in whole or in part, he/she shall give written notice to the LLC of his desire to sell all or part of his/her interest and must first offer the interest to the LLC. The LLC shall have the option to buy the offered interest at the then existing Set Price as provided in this Agreement. The LLC shall have thirty (30) days from the receipt of the assigning Member's notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within sixty (60) days from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at closing unless the total purchase price is in excess of \$25,000 in which event the purchase price shall be paid in twelve (12) equal installments beginning with the date of closing. The installment amounts shall be computed by applying the following interest factor to the principal amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) To the extent the LLC does not buy the offered interest of a Member, the other Members shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Members' percentage interests at that time. If Member does not desire to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen (15) days from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. Closing on the sales shall occur within sixty (60) days from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing Member shall be paid in cash at closing.

(c) To the extent the LLC or the Members do not buy the offered interest, the selling Member can then assign the interest to a non-member. The selling Member must close on the assignment within ninety (90) days of the date that he gave notice to the LLC. If he does not close by that time, he must again give the notice and options to the LLC and the LLC Members before he sells the interest.

(d) A non-member purchaser of a member's interest cannot exercise any rights of a Member unless a majority of the non-selling Members consent to him becoming a Member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser, by purchasing the selling member's interest, agrees to be subject to all the terms of this Agreement as if he were a Member.

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34. Set Price. The Set Price for purposes of this Agreement shall be the price fixed by consent of a majority of the Members. The Set Price shall be memorialized and made a part of the LLC records. The initial Set Price for each Member's interest is the amount of the Member's contribution(s) to the LLC as provided above, as updated in accordance with the terms hereof. Any future changes in the Set Price by the Members shall be based upon net equity in the assets of the LLC (fair market value of the assets less outstanding indebtedness), considering the most recent appraisal obtained by the LLC for its assets, as may be adjusted by the Members in their discretion. The initial Set Price shall be adjusted no later than September 30, 2019. This basis for determining the Set Price shall remain in effect until changed by consent of a majority of the Members. The Members will consider revising the basis for determining the Set Price at least annually.

35. When a member of a limited liability company dies, that member's interest may be transferred as set out above. If there is no such transfer, then the limited liability company SHALL purchase or redeem that interest.

ARTICLE IX OBLIGATION TO SELL ON A DISSOCIATION EVENT CONCERNING A MEMBER

35. Dissociation. Except as otherwise provided, upon the occurrence of a dissociation event with respect to a Member, the LLC and the remaining Members shall have the option to purchase the dissociated Member's interest at the Set Price in the same manner as provided in ARTICLE VIII and as if the dissociated Member had notified the LLC of his desire to sell all of his LLC interest. The date the LLC received the notice as provided in ARTICLE VIII triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

ARTICLE X DISSOLUTION

36. Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members.

37. Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

ARTICLE XI TAX MATTERS

38. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder.

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39. Tax Matters Partner. The Members hereby designate Wegner & Associates, Shawano, Wisconsin as the "tax matters partner" for purposes of representing the LLC before the Internal Revenue Service if necessary.

40. Partnership Election. The Members elect that the LLC be taxed as a partnership and not as an association taxable as a corporation.

ARTICLE XII RECORDS AND INFORMATION

41. Records and Inspection. The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

42. Obtaining Additional Information. Subject to reasonable standards, each Member may obtain from the LLC from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the LLC: (1) information regarding the state of the business and financial condition of the LLC; (2) promptly after becoming available, a copy of the LLC's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the LLC as is just and reasonable.

ARTICLE XIII MISCELLANEOUS PROVISIONS

43. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

44. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

45. Pronouns, Etc. References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

46. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

47. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

48. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

49. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLC at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

50. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

51. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

WHEREFORE, the Parties have executed this Agreement on the dates stated below their signatures on the attached signature page for each individual Party.

NOTICE: EACH MEMBER HEREBY CERTIFIES THAT HE OR SHE HAS RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF WOLVERINE HYDRO, LLC, A MICHIGAN LIMITED LIABILITY COMPANY. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS COMPANY IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER IS AWARE AND CONSENTS TO THE FACT THAT THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR SECURITIES ACT OF THE STATE OF MICHIGAN. EACH MEMBER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE FORMATION CERTIFICATE OR ARTICLES.

[Handwritten signature]
03/14/19

Signatures of Members:

Nelson Turcotte 03/14/19 President - Northwoods
Nelson Turcotte 03/14/19 Hydropower, Inc.

Print Name of Member: Nelson Turcotte - President - Northwoods
Address: 764 Lexington Ci. Hydropower, Inc.
City, State, Zip: Thunder Bay, Ont. P7B7B8
Phone: 807-768-4034

Print Name of Member: Nelson Turcotte
Address: 764 Lexington Ci.
City, State, Zip: Thunder Bay, Ont P7B7B8
Phone: 807-768-4034

INDIVIDUAL ACCEPTANCE AND SIGNATURE PAGE

I, NELSON TURCOTTE, PRESIDENT - NORTHWOODS HYDROPOWER, INC., hereby certify that I have received a copy of the limited liability company Agreement and Articles of Organization of WOLVERINE HYDRO, INC., a Michigan limited liability company. I realize that an investment in this Company is speculative and involves substantial risk. I agree to be bound by all of the terms and conditions of the Articles of Organization and limited liability company Agreement of WOLVERINE HYDRO, LLC.

Member: Nelson Turcotte *President*
Northwoods
Hydropower
Inc.

Address: 764 Lexington C.
Thunder Bay, Ont P7B 7B8

Date: March 14/19

INDIVIDUAL ACCEPTANCE AND SIGNATURE PAGE

I, NELSON TURCOTTE, hereby certify that I have received a copy of the limited liability company Agreement and Articles of Organization of WOLVERINE HYDRO, LLC, a Michigan limited liability company. I realize that an investment in this Company is speculative and involves substantial risk. I agree to be bound by all of the terms and conditions of the Articles of Organization and limited liability company Agreement of WOLVERINE HYDRO, LLC.

Member:

Nelson Turcotte
Nelson Turcotte

Address:

764 Lexington Ct. 71B 1B8
Thunder Bay, Ont

Date:

March 14/19.

ATTACHMENT F

Resumes of Wolverine Hydro, LLC Team

WOLVERINE HYDRO, LLC
CV'S FOR INTERNAL TEAM OF MANAGEMENT, OPERATIONS,
MAINTENANCE AND REGULATORY COMPLIANCE

Submitted to the Federal Energy Regulatory Commission in Support of License Transfer
Application for the Edenville Hydroelectric Project (P-10808) from BOYCE HYDRO POWER, LLC
TO WOLVERINE HYDRO, LLC

March 12, 2019

EXECUTIVE PROFILE

NELSON P. TURCOTTE, P.ENG., MBA

764 Lexington Cr., Thunder Bay, Ontario, Canada, P7B 7B8
(807) 768-4034 cell (807) 633-3362

Professional Profile

A results oriented executive with thirty-two years of operations management, design/maintenance engineering and project management/construction capabilities who will add value to the team through strengths in analytical, communication and decision-making abilities • Dedicated, honest, strong initiative • Extensive entrepreneurial, managerial and technical experience in hydroelectric generation (27 years) and utility industry as well as forest products industry (4 years)

Work Experience/Accomplishments

President - Northwoods Hydropower, Inc./General Partner of Tower Kleber LP, Black River LP, Wolf River Hydro LP Sept, 1996 - Present

Business Owner/Investor - As owner of these small hydroelectric business in the US, own, operate and manage four hydroelectric facilities in the US Midwest

- Manage Operations, maintenance and small project activities
- Interface with Regulatory authorities and American Native tribe for ongoing management requirements for long term hydropower generating licenses and escrow/settlement agreements
- Manage financial affairs for business
- Negotiate Power Purchase Agreements with various utilities/entities
- Complete required compliance filings with U.S. Federal Energy Regulatory Commission

President - Wolverine Hydro, Inc./DEE Hydropower, Inc. – Hydroelectric Jan, 1996 - Present
Thunder Bay, Ontario

Business Owner/Consultant - As owner of this business, operate and manage hydroelectric facilities, solar power facilities and consult in renewable energy field in area of Project Development, Engineering, Operations and Maintenance and Project Management

Clients Include Andritz Hydro, The Power Limited Partnership, Kapuskasing Hydro/Kapuskasing Solar (Town of Kapuskasing) and Summit Power

- **Andritz Hydro (November 2012 to July 2013) - Site Manager** - OPG's Little Long G.S. - oversee installation of 85 MW turbine-generator set and elements of the Balance of Plant with a team reporting to me including Technical Advisors, Quality Advisors, Craft Supervisors and Commissioning team. Report and update on safety, costs, schedule,

quality. Work closely with DB Contractor (Kiewit-Aecon) on Quality, Safety, Schedule elements.

- **Andritz Hydro (August 2013 to October 2014) - Resource Manager** - Direct full range of administration, materials management and site service activities for Andritz' installation team for \$135M project (installation of 3 x 85 MW's turbine-generator), including the operation of the site's warehouse. Work with Commercial Manager to manage construction claims
- **Personal "Feed-in-Tariff" Solar Projects** - applying for small FIT projects for solar systems in Northwestern Ontario
- **Summit Power Equipment, LLC and CHEC (March 2011 to November 2012)** - Retained by SPE, out of Boise, Idaho to represent them and CHEC (Turbine manufacturer in China) in the provisions of services for the full range of a Technical and Business Site Management role for the installation of 8 x 2.75 MW horizontal turbine-generator sets. Work included development and implementation of Quality and Safety Managed System, Schedule updates to SPE and General Contractor, Installation monitoring, Retention and monitoring of Mechanical Subcontractor, participate in technical meetings with Owner/General contractor.
 - **Kapuskasing Hydro (Town of Kapuskasing) (October 2010 to August 2012)** - Provide consulting services to Kapuskasing Hydro in evaluation of partnering with small hydropower developer in new projects local to the area. Services included: evaluating Pro Forms, producing estimates for the redevelopment of a small existing powerhouse, monitoring progress of construction work and reporting back to client. Initiated Town's solar program and produced business case for the eventual approval and implementation of solar program.
- **The Power Limited Partnership (2006 to Present)** - See included project sheet. As a small general contractor - plan, conceptually design and redevelop (construct) a 6.0 MW powerhouse near Thunder Bay, Ontario. Operate and maintain powerhouse. Duties included full range of lead engineering and construction duties (complete and maintain schedules and estimates, hire other engineering consultants, source and specify materials, hire tradespersons for certain elements of project, liaise with First Nation communities, regulatory agencies in development of Water Management Plans, and permitting. Track costs and report back to owner, retain subcontractors and manage contracts.

Ontario Power Generation, Inc. – Hydroelectric
Kapuskasing, Ontario

January, 2007 – June, 2010

First Line Mgr. Projects (Lower Mattagami River Redevelopment) – *As the Single Point of Contact for the Lower Mattagami Redevelopment Project (\$2.7 Billion), responsible for the effective flow of communications and integration of OPG - Hydroelectric's Business Development planning and engineering efforts with the Plant Group's operations.*

- **Provided** a full range of support and information to the Project Team (including OPG Business Development, Moose Cree First Nation, Kiewit, Inc. and to the Plant Group to ensure effective integration of Plant Group needs into full Project planning.
- **Supported** the Project by organizing effective and timely Technical Specification and Schedule/Construction plan reviews and Plant Group input.
- **Completed** Labor Relations Strategy document for use by Project Director with senior levels of union and management for implementation into the Project.

- **Interfaced** with external and internal stakeholders on regulatory matters and worked closely with Project Director and Moose Cree First Nations in the establishment and operation of the "BET" Team (First Nation Business, Employment and Training Team for the project).
- **Supported** Project team with review of estimates, schedule, specifications and construction planning
- **Interfaced** with Design Build Contractor during mobilization to ensure smooth transition

Ontario Power Generation, Inc. – Hydroelectric
Thunder Bay, Ontario

January, 2005 – May, 2005

a/Asset Manager – Northwest Plant Group - Responsible for the full range of technical and Project Planning/Engineering support to other departments of the NWPg.

- **Led** team of 8 staff (Engineers and Draftpersons) in the provision of full Asset Management services to the Plant Group Manager and other departments of the Northwest Plant Group.
- **Resolved** conflict within the team in a spirit of open communications.
- **Challenged** the need for the spending of planned capital and expensed project funds on certain undertakings to realize savings and budget reductions.

Ontario Power Generation, Inc. – Hydroelectric
Kapuskasing, Ontario

September, 1993 – December, 2006

First Line Mgr. Production - Responsible for the operations and maintenance and small project planning and execution at 4 hydroelectric plants (Mattagami River plants) that included 10 large generating units, 475 MW's of capacity, 2,312 GWH's of annual energy and an annual capital/maintenance budget of \$9M through the team leadership of up to 50 employees (multi-disciplined trades staff, supervisors, engineers and technologists) and 6 direct reports.

- **Recipient** of OPGI Award of Excellence in 2005 for Kipling Generating Station - G2 Overhaul ("Excellence in Planning") and my Electrical Trades team were recipients of Award of Excellence for Unique Stator Damage repair at Little Long G.S.
- **Led** management team, during a time of extreme budget challenge, in the establishment of Kapuskasing's operating, maintenance and capital budget for 1995 and 1996. Managed Kapuskasing Plant Group for 4 months while company searched for a replacement for exiting Plant Group Manager
- **Reduced** staffing, for the Mattagami River plants, by 30% in four years with an overall net reduction in budget of 15%, while maintaining production and reliability.
- **Established** strong working relationship with respective unions and solved issues in a spirit of openness and cooperation
- **Developed** an operating plan for the Smoky Falls Generating Station and subsequently achieved support to automate the plant. This yielded net annual savings of \$1.5M for the business.
- **Focused** on daily job safety planning and site crew visits, as well as a strong safety meeting plan, significantly contributed to health and safety of employees - Plant Group received 1996 Production Division safety award • went 7 years without lost time injuries at • Through coaching (career plans, performance management), of employees, reduced absenteeism by 60% (Sick Time Index from 9 to under 3.5) over 10 years and established strong working relationship with direct reports. Management member of Joint Health and Safety Committee. Initiated concept of "FLM Weekly's" to solidify the flow of appropriate communications through the work group on a regular basis.

- **Challenged** the status quo and influenced superiors to create a work center in Smooth Rock Falls, Ontario (cost reductions/dedicated work crews), to create Planning positions across the business, to upgrade the Telecommunications infrastructure at the Mattagami plants • Influenced business to utilize SPMS safety software for managing safety program
- **Participated** in the development of a labor strategy which included restructuring, multi-trading, using temporaries and new shift work clauses in the collective agreement • proactive in utilizing aspects of the labor strategy, with involvement of the union, in a focus on the core business.
- **Managed** the implementation of the maintenance module for a new ERP (SAP) system in a manner that balanced the labor resource requirement of my peers.
- **Participated** on team to develop a North American Leading Edge Maintenance Strategy for the Business • Influenced corporate executives to benchmark with companies leading in the area of employee empowerment
- **Developed** strong team working abilities by working through tremendous conflict created through the sharing of the Kapuskasing labor resource for four years with a fellow production manager.
- **Led** electrical team through the repair of a blown 65 MW stator which avoided \$3M in spill losses and team Corporate Award of Excellence for innovativeness.
- **Led** entire multi-disciplined trade's team and my 4 supervisors through the detailed project planning, estimating and execution of a runner replacement/unit overhaul. The overhaul was completed on time and within budget and faster than any other overhaul in the past within the Plant Group. Avoided spill loss of \$2M with solid labor dispatch approach.
- **Authored** significant documents proposing to OPG Senior Managers organizational change within hydroelectric and to Ontario Government Taskforce ideas on the restructuring of the Electricity Industry within Ontario.
- **Co-Authored** document and "Hydrovision" conference presentation on the TIG welding repair of cavitated runner blades to decrease safety hazards and increase maintenance productivity (reducing maintenance downtime) for these type of repairs.
- **Participated** on a team formed in the Plant Group (under my advice) to consider moving ahead with a concept of Employee Empowerment – led drafting of investigative report.

Ontario Hydro - Northern Utility

May, 1993 - September, 1993

Kapuskasing, Ontario

A/Utility Manager - Responsible for a utility retail/distribution operation with an annual budget of \$3.9M, 10 direct reports and a total of 22 employees.

- **Effectively managed** the operations and maintenance of a local distribution network during a transitional period within Ontario Hydro • monitored operations to identify areas requiring change to bring the operation in line with the new corporate mission.

Ontario Hydro - Hydroelectric

March, 1990 - May, 1993

Kapuskasing, Ontario

District Technical Supervisor - Responsible for the management of the engineering function, including the administration of the work center's capital and maintenance projects, environmental program and the supply of design and maintenance engineering support to the line organization.

- In a newly created field position, established and expanded the role of a maintenance and project engineer/supervisor culminating with the successful completion and management of

two 45-MW unit overhaul Projects that increased unit capacity by 2 MW per unit, resulting in an attractive payback on a maintenance expenditure.

Spruce Falls Power & Paper Co., Ltd.

January, 1987 - March, 1990

Kapuskasing, Ontario

Design Engineer - Responsible for the supply of Project Management and engineering design services to the many departments of the plant.

- **Performed** the full range of engineering duties such as analysis and design, drawing production, contract preparation, equipment specification, field installation supervision and project management for mill-wide projects as well and at the Smoky Falls G.S. • Initiated, developed and coordinated the mills' CWB welding program and trained other personnel on the use of AutoCAD drafting.

Manitoba Department of Highways

April, 1986 - December, 1986

The Pas, Manitoba

Resident Engineer - Responsible for the supply of Project Management and engineering services for highway construction projects (paving, earth and rock excavation and concrete work).

Education

**MBA – Acquired from the Colorado State University
2002**

1993 -

Fort Collins, Colorado, U.S.A.

Also completed engineering and business full-credit correspondence courses at University of Toronto (hydraulics, machine design) and University of Athabasca (Critical Thinking).

Bachelor of Engineering(Civil) - Lakehead University

1981-1985

Thunder Bay, Ontario

Memberships/Boards - Member of OWA and also nominated and selected to the Board of Directors for the Greenstone Economic Development Corporation (Energy Sector Director).

Interests - Camping, fishing, hunting, gardening • Led Plant Group's 1996 United Way Campaign - Plant Group received General Manager's award.

HYDROELECTRIC HIGHLIGHTS: Nelson Turcotte – entrepreneurial ventures

July 2010 to Present

Left Ontario Power Generation to pursue full-time career operating Wolverine Hydro, Inc., DEE Hydropower, Inc. and U.S. based hydroelectric generating businesses. In June of 2016, awarded two small FIT contracts with IESO to construct, own and operate two small hydroelectric plants near Thunder Bay, Ontario with 40 year PPA's. Awaiting award of a third plant by Q4 2017.

2006 to May/2009

Awarded Construction Management contract for the complete rehabilitation/redevelopment of a 6.0 MW plant in Northwestern Ontario. This was a \$7.0M project. The project had a schedule of May, 2006 to May, 2009. Developed small Ontario based corporation – Wolverine Hydro Inc., to take on Constructor and Construction Management Role. My role, as President of Wolverine Hydro Inc. and Project Director for this \$7.0M project was to ensure Cost, Schedule, Safety, Environmental and Quality targets were met for the Owner-client. I acquired the water-to-wire equipment out of China and saved the owner some \$500,000.

2003 – 2006

Took over managerial function of 4 small hydroelectric plants in Midwest from the past General Partner. I created a small Michigan based corporation – Northwoods Hydropower, Inc. to become General Partner of three Limited Partnerships I created which now own these plants. Total capacity of the four plants is 3.5 MW's. Three of these are located in Northern Lower Michigan while the other is located in Northeastern Wisconsin, just north of Green Bay, Wisconsin. I personally own just over 45% of the plants, as a Limited Partner and am President of Northwoods Hydropower, Inc. – the General Partner of these facilities. I visit these facilities approximately 2 times per year. I have hired Plant Operators who manage and operate on a day-to-day basis. These facilities are described in Project Sheet Attached.

2004 and 2005

Completed full Plan of Development for a 6.2 MW Greenfield hydroelectric site in Ontario as part of OMNR Competitive Site Release Program. Also completed a detailed estimate and plan of rehabilitation/full business plan for a 5.3 MW plant in Northwestern Ontario which included the innovative replacement of an older inefficient turbine/generator set with a new vertical unit utilizing existing waterway passages (i.e. penstock and drafttube). Completed full plant assessment and appraisal for a small hydroelectric plant in the U.S. Also – filed applications for other Greenfield sites.

2000 to 2003

Prepared numerous purchase proposals and assessments of hydroelectric facilities throughout the United States, including technical assessments, financial evaluations and business plan submissions to financial institutions.

1996 to 2000

Tower/Kleber/Alverno Hydroelectric Plants – Tower, Michigan - Acquired majority interest in these three small hydroelectric plants in Michigan (2600 kW's) and completed operational and financial evaluations on these facilities for acquisition purposes. Completed all FERC (regulatory) due diligence work prior to acquisition. Important to note was the development of Power Purchase Agreement and Renewable Energy proposals for various utilities within the State of Michigan.

Shawano Hydroelectric Plants - Shawano, Wisconsin – Acquired this 1000 kW plant in Wisconsin after having completed lengthy due diligence research on regulatory, operational and financial aspects of the assets. Drafted power purchase agreement contract and secured a 12 year off-take agreement with large Wisconsin based utility. A full business plan submitted to Bank One in Green Bay, Wisconsin and completion of due diligence research yielded financial support for the acquisition from Bank One.

- Manage full operations and maintenance of these facilities including completing regulatory work, negotiations with regulatory agencies at the federal and state level and with native American groups for environmental stewardship work on historic tribal lands – secured long term escrow agreement and environmental protection fund
- Secured long term operation agreement with federal and state agencies and with Michigan State University to plan, design and construct a Lake Sturgeon rearing facility at one of the facilities

OTHER

- Prepared numerous financial statements for the research required in the acquisition of 4 small hydroelectric plants. These statements include the economic appraisal of the plant(s) using numerous methods, including a cash flow method and a comparative method using the gross revenue along with other criteria such as degree of automation, age of plant, upgrade potential of equipment, maintenance history of plant, regulatory issues and other criterion to determine the appraised value of the plant(s).
- During MBA, completed a 3 plant comparison report utilizing sophisticated statistical decision-making software to evaluate which of three plants should be acquired based on approximately 9 criteria for evaluation.
- 21 years of Project, Engineering, Operations and Maintenance experience with OPG out of Kapuskasing.

September 16, 2017

**SEVERAL SIGNIFICANT CAREER & PROFESSIONAL ACCOMPLISHMENTS
presented in the OPPORTUNITY – ACTION – RESULTS FORMAT - Nelson P.
Turcotte**

1. EXECUTIVE MANAGEMENT - *Industry and Corporate Restructuring*

Opportunity - Electric utility industry upheaval in the 1990's and 2000's induced the need to restructure operations. An opportunity existed to reduce costs in a number of ways.

Action – I initiated the formation of a local team to present an analysis of where to locate the headquarters. Working with the team, I developed white papers for a provincial and corporate restructuring team which influenced ultimate decisions at the provincial and corporate levels.

Result – My team convinced decision-makers to locate the new headquarters in Kapuskasing resulting in operational cost savings. In addition, the submission of the documents helped influenced corporate to de-centralize hydro/fossil operations management.

2. MANAGING

2a. Managing to Objectives – Ineffective Team Communication

Opportunity – OPG hydroelectric settled on 18 core business objectives. Roll-out to staff was difficult. Employees were not committed to these objectives and focus was lacking.

Action – I initiated Weekly Business Meetings with my staff to focus on our results along these objectives, review their work plans, and solicit their input to the process of hitting these targets.

Result – Employees could relate their work to the objectives which resulted in improved communications and employee motivation. This initiative was adapted by my supervisor and rolled out across the Plant Group.

2b. Planning - Crew Leaders required to spend more time on worksite

Opportunity – Department scheduling and planning in addition to task assignment and supervision was carried out by crew leaders, resulting in weak supervision presence in the field. Cross-trade work integration was also weak and productivity low.

Action – I convinced the General Manager to reorganize to add maintenance planning positions.

Result – Introducing planners provided crew leaders with more time on site to monitor productivity, safety and quality. Employee performance improved and absenteeism was reduced from 8 days/year/employee to 2. Planning positions were introduced within hydroelectric, across the province.

2c. Human Resource Management and Leadership - Inter-departmental Conflict

Opportunity – A senior Crew Leader was struggling with direction of his team and with my direction. Further, conflict existed between most crew leaders and staff resulting in low maintenance productivity and a growing safety job backlog due to lack of safety focus.

Action – I implemented a performance management process including a feedback and disciplinary process, as required, with the senior Crew Leader team. I held several, off-site team leadership meetings to set expectations and provide support to my crew leaders. I also initiated an annual “Health and Safety Blitz” program that included a kickoff and close-out session.

Result – I re-built respectful and trusting relationship with Crew Leaders. I increased Crew Leader meetings which improved communication with increases in team working and mutual support. Productivity was improved and outstanding safety deficiency backlog was reduced by 75% over five years. Managerial credibility improved as did employee morale.

2d. Problem Solving - Lack of process for dispatching staff to remote facilities

Opportunity – Conflict existed amongst employees with respect to work dispatch to remote work centres. A need to develop a fair process existed.

Action – I assisted by deploying a problem-solving process with group-based decision-making, in a team environment and worked the team through the process.

Result – A new process was developed with the full support of employees. Implementation was smooth and conflict was reduced. Confusion and planning disruption was also reduced.

3. TECHNICAL KNOWLEDGE - Construction and Asset Management - Rebuild of an existing power plant.

Opportunity – I recognized the opportunity to redevelop a dilapidated hydroelectric plant owned by The Power LP, near Beardmore, Ontario.

Action – Through detailed investigation, analysis, and engineering, developed a business plan and proposal including capital budget and financial justification. Presented this comprehensive plan to the owner and convinced him to invest the capital and retain me as project manager.

Result – The original plant capacity was improved by 30%. My construction team restored the life of the decommissioned 6.0 MW powerhouse, the 12 km distribution circuit, and the 4.16/25 kv substation to 50 years. With environmental screening, analysis and report submission, I applied for and obtained a \$2.4M ecoENERGY grant for the owner.

4. FINANCIAL ACUMEN/EXPERTISE - Takeover of General Partner's interest in U.S. businesses

Opportunity – 10 years ago, my investment in three hydroelectric plants, within the U.S., was seriously jeopardized by the previous General Partner.

Action – I reviewed the details of the operations to identify the problems and develop a turnaround plan. I worked closely with a major mid-west bank and established support for my restructuring plan. I raised the capital and took over the business.

Result – The turnaround plan was implemented with success. Revenue has grown dramatically and is more stable. Earnings have improved and debt has been reduced, creating significant shareholder value.

5. BUSINESS ENVIRONMENT – Long term settlement with Menominee Indian Tribe

Opportunity – Previous to my ownership of a Wisconsin hydroelectric plant, relicensing the facility was jeopardized by a settlement dispute with the Menominee Indian Tribe in Wisconsin.

Action – Upon acquisition of the facility, I negotiated, proactively, with the Menominee and other stakeholders, including the Department of Justice, and secured a longer term license and environmental escrow agreement.

Result – The license was extended by 10 years (from 30 to 40 years). Certainty in cash flow and creditworthiness was established for the business. Stakeholder relations and the reputation of the business were dramatically improved.

6. PERSONAL CHARACTERISTICS AND PERFORMANCE - *Leading Edge Maintenance Strategy*

Opportunity – OPG maintenance spending was inefficient and non-value-added.

Action – I volunteered as a managerial representative to a special team established to develop a Leading Edge Maintenance Strategy. Through an intense team effort, a new strategy was developed and I led its successful implementation within our region.

Result – Maintenance spending efficiency improved and became more focused and value-added, resulting in increased system reliability and optimized.

NELSON P. TURCOTTE, B.Eng., MBA – President – Northwoods Hydropower, Inc. – Managing Partner of Tower, Kleber and Alverno hydroelectric plants – Cheboygan County – Michigan – Own, Manage, Operate and Maintain – 3 hydroelectric plants in Michigan totalling 2.8 MW's – Managing Partner/Owner of Shawano hydroelectric plant – .75 MW hydroelectric plant in Shawano, Wisconsin.



Alverno Plant – 1.0 MW – Black River – Cheboygan, MI
2 units – 500 kw's each and 3,800 MWh's per year
Purchased in 1996
FERC licensed and automated – sell to Consumers Energy



Tower Plant – 600 Kw's – Black River – Onaway, MI
2 units – 300 kw's each and 2,400 MWh's per year
Purchased in 2000 – sell green energy to City of Lansing
FERC licensed and automated



Kleber Plant – 1.2 MW – Black River – Onaway, MI
2 units – 600 kw's each and 5,000 MWh's per year
Purchased in 2000 – sell green energy to City of Lansing
FERC licensed – worked closely with agencies on Lake Sturgeon Fish Hatchery and with Michigan State University



Shawano Plant – 750 Kw's – Wolf River – Shawano, WI
1 unit – 750 kw's and 3,800 MWh's per year
Purchased in 2000 – sell green energy to Alliant Energy
FERC licensed – significant environmental compliance requirements – work very closely with Menominee Indian Tribe of Wisconsin for protection of tribal environmental resources upstream on Native lands



Lake Sturgeon Fish Hatchery – downstream of Kleber plant –
Designed and Built with own funds and operate and manage in conjunction with Michigan State University, Michigan DNR, US Fish and Wildlife, Michigan Sturgeon for Tomorrow

ASSET DESCRIPTION

Participated in many Requests for Proposals throughout the United States in the 1994 to 2000 period which resulted in the acquisition of 4 hydroelectric plants, noted above. Nelson is responsible for the overall Management of the Operations and Maintenance as well as small Capital Projects undertaking of these facilities. Nelson through Northwoods Hydropower, Inc. is a 52% owner of the facilities. Total of 3.6 MW's and 3 employees.

Plants include some 140 acres of lands and various outbuildings, equipment, vehicles, tools

SCOPE OF RESPONSIBILITY

The scope of Project/Plant Management includes:

- Manage Operations and oversee employees
- Engineering
- Compliance Monitoring
- Capital Project undertaking
- Work with Bank for working capital and ad-hoc financial requests
- Procurement of Equipment
- Manage Turbine/Generator overhauls and other significant equipment repairs
- Liaise with appropriate Federal, State and local governmental agencies and Not-for-Profit groups
- Annual FERC license reporting
- Financial reporting to Bank and other partners

REFERENCE

Lori Reichard – VP Commercial Banking – Fifth Third Bank – Northern Michigan

☎ 231-439-8539

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NELSON P. TURCOTTE, B.Eng., MBA
Project Director – Planning, Design and Construction/Contract
Management – High Falls Generating Station Full Plant and
Facility Rehabilitation (Wolverine Hydro, Inc./The Power Limited
Partnership)



Full Rehabilitation of a 6 MW hydroelectric generating station, 12 km distribution line, substation and associated works at a site in Beardmore, Ontario on the Namewaminikan River (tributary of Lake Nipigon) – 200 km's Northeast of Thunder Bay, Ontario.

PROJECT DESCRIPTION

Full Rehabilitation of a 6 MW hydroelectric generating station, 12 km distribution line, substation and associated works at a site in Beardmore, Ontario on the Namewaminikan River (tributary of Lake Nipigon) – some 200 km's Northeast of Thunder Bay, Ontario. Wolverine Hydro, Inc. has been retained by The Power LP under a Management, Operations and Maintenance agreement.

Installation included Dam Rehabilitation, construction of a Water intake and gate, penstock, New Turbine-generator set as well as balance of plant.

The power station is equipped with one single-regulated horizontal Kaplan unit sized at 6000 kW which is fully automated

Project Cost: \$7 000 000

Execution Period: May 2006 to June 2009

SCOPE OF WORK

The scope of this full rehabilitation project included:

- Feasibility Study and conceptual design including Business Case/Appropriation development that garnered the support of the owner
- Necessary permit and authorizations procurement.
- Cost estimate and production analysis
- Detailed Project Execution Phase planning, design, and Contract/Construction Management and Execution
- Procurement and purchasing of Main Turbine/Generator Equipment, Switchgear and auxiliaries and Station Start-up and Commissioning
- 12 Km – 25kv circuit retrofit, substation retrofit, demolition of old powerhouse, blasting and earth work, dewatering, new foundation walls, new superstructure and bridge crane, mezzanine, all new embedded steel (from horizontal to vertical unit), 1000 cubic meters of concrete. Unit installation, switchgear, station service and maintenance building, a.c. services, plumbing and air systems

CLIENT REFERENCE

Andrew Gucciardi – principal – The Power LP

☎ 416-745-4444

Tiffany Heon

tiffanyheon@hotmail.com

647-220-4476

46 Tona Trail
Wasaga Beach, ON
L9Z 0A5

EDUCATION

University of Guelph, Guelph, ON	2008-2013
Bachelor of Science, Environmental Biology	
Kapuskasing District High School, Kapuskasing, ON	2003-2008
Ontario Secondary School Diploma	

WORK EXPERIENCE

Wolverine Hydro, Inc., Environmental Officer

October 2013 – Present

- Work in maintaining compliance with FERC licensed hydroelectric facilities (Tower, Kleber and Alverno Projects in Michigan and Shawano Project (Balsam Row dam) in Wisconsin, USA) in addition to High Falls GS in Beardmore, ON, Canada
- Project Manager for the relicensing of the Tower Kleber Hydroelectric Project in Michigan
- Organized and participated in consultation with regulatory agencies, Indian Tribes/First Nations and stakeholders regarding License Article requirements and responsibilities
- Participated in the creation of an upstream fish passage design and construction plan and consolidated comments and review for FERC submission (Shawano)
- Responsible for numerous quarterly and annual reports as required by each license of above-mentioned projects.

Ontario Power Generation, Environmental Studies Student (Toronto, ON)

September 2012 – December 2012

- Coordinated and consolidated internal comments on external consultant technical reports for environmental assessment submissions, with a focus on aquatics effects assessment documentation
- Participated in corporate and departmental meetings to report progress and discuss issues pertaining to environmental assessment activities for various hydroelectric development projects
- Participated in consultation with regulatory agencies regarding certain licences and applications required for hydroelectric projects located on federal waterways

Ministry of Natural Resources and Forestry, Assistant Forestry Technician (Kapuskasing, ON)

June 2009 – August 2009

- Worked in the field alongside the Biologist and Forestry Technician collecting terrestrial data and information
- Conducted tree surveys for the OMNR's Forestry Management Program
- Interpreted data from graphs and charts created with Microsoft Excel
- Attended seminars and meetings about local forestry issues

REFERENCES

Available upon request

JAMES TUCKER

21507 BLUFFS HWY, ONAWAY, MI 49765 • (989) 370-1704 • tuckerjkgam@aol.com

Professional Summary

Skilled Manager Operator offering 30+ years of experience in Power Generation and Hydro plant operations and maintenance industry. Knowledgeable about setting up and running successful day to day operations. Dedicated, hard working mentality, well versed in problem solving. Skilled in basic business computer operations. Personable, critical thinker, works well independently or with a team.

Skills

- Project Management
- Parts Ordering, shipping and receiving
- Operations Management
- Power Plant equipment operations and maintenance
- Hydro Power Dam inspections, operations and maintenance
- Staff management
- Safety and OSHA compliance
- Data collection and analysis
- Small business operation
- Basic Welding and Cutting
- Heavy Equipment Operation
- Technical equipment set up and maintenance
- AC high and low voltage electrical systems
- DC battery bank systems
- DC control and protection systems

Work History

Owner Operator, 08/2005 to Current

Tuck Energy Services LLC – Onaway, MI

Manage and Operate Small Hydropower Plants

- Complete daily operations to maintain water levels and plant operations at dams operating 24/7
- Schedule operations and general maintenance of equipment
- Establish and maintain procedures for daily operations
- Develop 24/7 work schedules to maximize use of limited manpower
- Assist in power plant evaluation and inspections
- Work with High Voltage and low Voltage AC Power Plant systems
- Work with 24 volt up to 125 volt DC systems
- Work with Hydraulic and Lube oil systems
- Complete annual reports and operational reports
- Work with state agencies including DNR, DEQ, FWS for permits, reports and operations
- Work with FERC for inspections and reports
- Schedule and assist with maintenance work on dams for concrete and other structural repairs
-

Chief Operator, 05/1985 to 03/2016

Wolverine Power Supply Cooperative Inc. – Gaylord, MI

- Manage Operations and Maintenance of two Gas Turbine Generation Power Plants
- Schedule planning and Project Management of Mechanical repairs and overhauls
- Assist in mechanical and electrical repairs and overhauls of Gas Turbines and Electrical support systems
- Company representative site management for new project installation of Rolls Royce Gas Turbines
- Scheduling and Training employees on operations and maintenance of Power Plant systems
- On site Project management including set up, start up and commissioning of 3 Hitachi Gas Turbines, including Natural Gas fuel supply system, controls upgrades, electrical upgrades, fuel conversions, fire suppression systems, 50 hertz to 60 hertz conversion of electrical and mechanical components
- Worked with contractor to design and install upgraded air filtration systems, CO2 fire suppression systems,
- Managed operations and maintenance of diesel fired reciprocating engines for power production
- Wrote new procedures for operations and maintenance tasks
- Completed due diligence and inspection of possible new Gas Turbine aquastions in US and foreign countries.

Equipment Operator, 1981 to 1984

Dowell Inc – Rock Springs, WY

- Operated commercial vehicle to transport equipment and job-specific machinery to and from job sites in the states of Wyoming, Colorado and Utah.
- Maintained, repiared and cleaned equipment after each job and inspected.
- Operated various high pressure liquid blending and pumping, Nitrogen transport and pumping and concrete transport and pumping trucks and equipment to complete various oil field work.
- Maintained, repaired and cleaned equipment after each job and inspected. aterials around work sites and organized for job preparation.

Heavy Equipment Operator, 1979 to 1981

Woodland Paving Co. – Grand Rapids, MI

- Operated wide variety of equipment including , hammermills, scrapers, excavators, rollers/complactors, loaders, graders, backhoe, telehandler, forklift, paver, and other equipment used in the repair and maintenance of roadways and airport runways.

Education

1975

Onaway Senior High School - Onaway, MI

Training

First Aid and CPR

High Voltage Electrical Switching up to 138kV

Gearbox Inspection

Computer skills-Word, Excel, Cost point, Outlook

Kellyville School of Truck Driving

David J Thomson, R.P.F.

807-939-2315 | Cell: 807-626-2099 | 114 Pennock Dr. | Rosslyn, ON, P7K0E1 | thomson@tbaytel.net

Position Profile

Senior Environmental Consultant and Professional Forester

Resource manager with 37 years of experience in: renewable energy project planning and approvals, transmission line corridor planning, environmental assessments, water management planning, wetland conservation, and forest management including environmental management systems, road location and road construction.

Core Competencies

Project Management – Environmental Assessments – Transmission Line and Access Planning – Agency Consultation and Coordination – Stakeholder Consultation – Project Approvals and Permitting – Land Acquisition and Due Diligence Reviews – Technical Report Writing – Cost Control – Environmental Monitoring and Auditing – GIS Data Acquisition and Application

Professional Experience

Thomson Environmental, Thunder Bay, ON, www.thomsonenvironmental.ca 2013-Present

President

- Owner of Thomson Environmental Consulting.
- Provided environmental services to the forestry, renewable energy and mining sectors.
- Planned the location and assessment of 300 km of transmission line corridors for six waterpower projects in Northeastern Ontario.
- Secured permits and approvals for the initial site construction of a 2 MW waterpower project and transmission corridor near Thunder Bay.
- Served as the Forestry Specialist in managing stakeholder consultation, data collection and reporting for eight forests located along the 400 km East-West Tie Transmission Project.
- Completed a Protected Spaces Plan for four forests in northwestern Ontario
- Completed a Renewable Energy Approval for a 1 MW Solar project.

Dowland Environmental Ltd., Thunder Bay, ON 2012-2013

Vice President

- Established and managed an environmental division for Dowland Contracting Ltd.
- Developed and implemented business plans for environmental services in the forestry, renewable energy and mining sectors.
- Project Manager for the planning, environmental assessment of 400 km of new access road and distribution lines for 17 waterpower projects in northern Ontario.
- Prepared a Renewable Energy Approval for a commercial solar project near Red Rock

KBM Forestry Consultants Inc., Thunder Bay, ON

2003–2012

Senior Consultant

- Project Manager for environmental assessments for two renewable energy projects.
- Project Manager responsible for planning, mapping and layout of access roads and distribution lines for 18 proposed waterpower projects in northern Ontario.
- Coordinator for stakeholder consultation and Public Information Centres for 18 waterpower projects in northern Ontario.
- Public Consultation Facilitator for a forest certification process for Algonquin Park Forest.
- Project Manager for the planning, environmental assessment and permitting of a new 2 MW waterpower project near Thunder Bay.
- Plan Writer for four Water Management Plans in northwestern Ontario.
- Auditor or Lead Auditor on 29 environmental and forest certification audits.
- Project Manager for stakeholder outreach programs for three forest management plans in northwestern Ontario.

Ducks Unlimited Canada, Thunder Bay, ON

2001–2003

Habitat Specialist: Eastern Boreal Forest

- Habitat Specialist for a Boreal Forest and Coastal Wetland Habitat Program.
- Identified, secured and managed key coastal wetlands.
- Identified wetland habitats and conservation strategies for the Boreal Forest.
- Planned and constructed four interpretive sites in northwestern Ontario.
- Coordinated the assessment of key wetlands in northwestern Ontario.

Ducks Unlimited Canada, Thunder Bay, ON

1993–2001

Area Manager: Northwestern Ontario

- Manager of a fundraising program and a wetland habitat program in Northwestern Ontario.
- Conducted initial habitat assessments for wetlands in northwestern Ontario.
- Conducted biological and engineering inspections on existing DU habitat projects in northwestern Ontario.
- Designed, negotiated and implemented the construction of new wetland habitat projects in northwestern Ontario.
- Managed volunteer fundraising committees in 14 communities in northwestern Ontario.

Ducks Unlimited Canada, Winnipeg, MB

1987–1993

Regional Manager: Central Canada

- Manager of a membership and fundraising program for Saskatchewan, Manitoba, Northwestern Ontario and the Northwest Territories.
- Manager of the national membership program and a youth educational program.

Ducks Unlimited Canada, Peterborough, ON

1984–1987

Provincial Manager: Ontario

- Manager of a provincial fundraising program.
- Established and managed volunteer committees and fundraising events in Ontario.
- Recruited and trained a provincial fundraising team.
- Assisted habitat staff in site inspections, wetland surveys, brood counts and landowner negotiations.

1981–1984 Lakehead University, Thunder Bay, ON

Lecturer: School of Forestry

- Staff lecturer responsible for teaching Personnel Management, Operations Research, Forest Harvesting and Forest Transportation Systems in the Forestry program.

1981–1984 Lakehead University, Thunder Bay, ON

Student: MScF

1977–1981 Great Lakes Paper, Thunder Bay, ON

Production Supervisor

- Supervisor for short-wood harvesting, town haul and camp haul operations at Camps 45, 234, 510 and 517 near Thunder Bay.
- Developed annual harvesting plans and supervised the harvest operations.
- Supervised all road layout and construction, harvesting, transportation and maintenance for mechanized harvesting operations.

Education

Honours BSc. Forestry, 1977

Lakehead University, Thunder Bay, ON

1973–1977

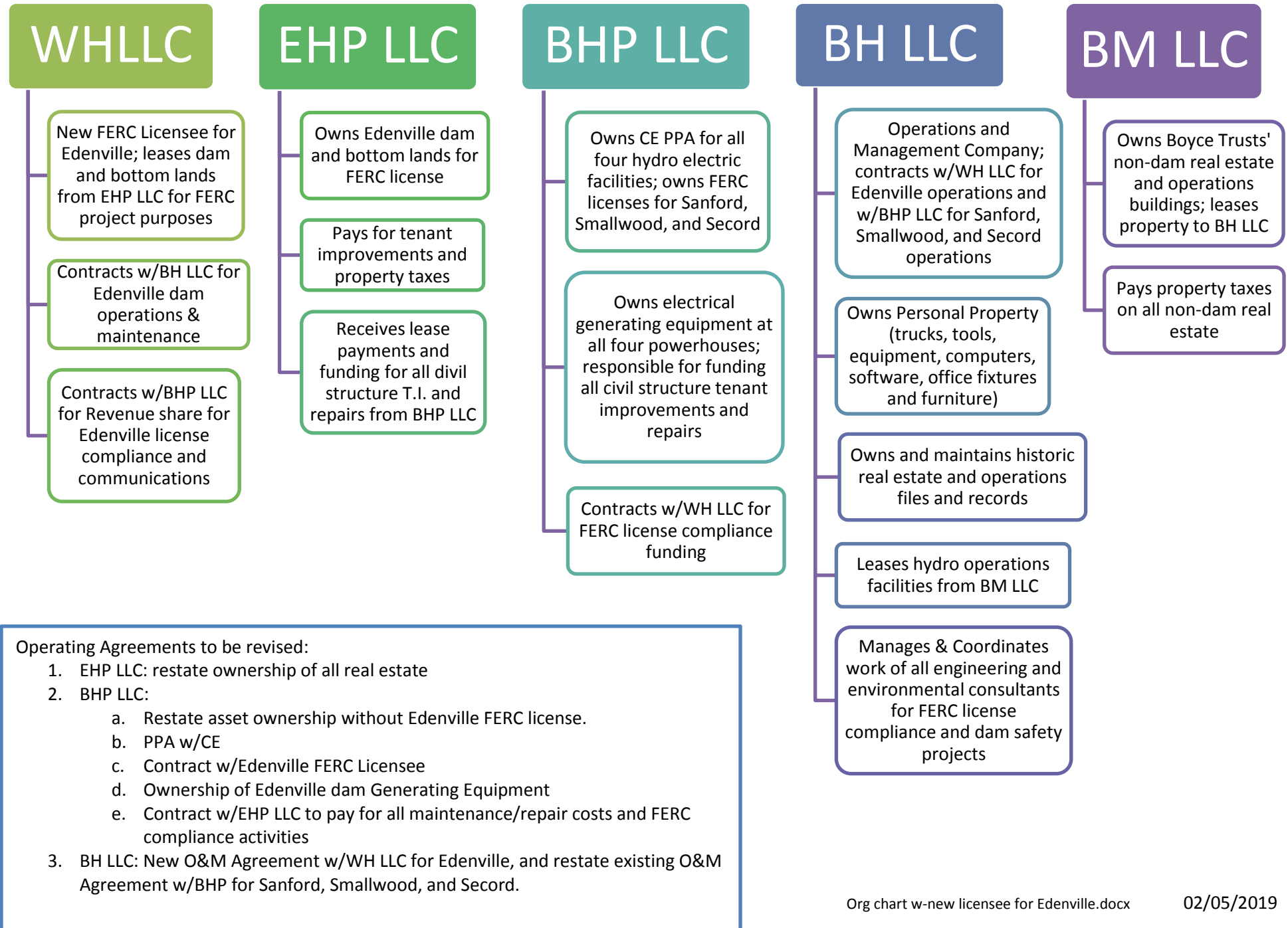
Professional Development

- Registered Professional Forester
- CEAA Training for Screenings under the Canadian Environmental Assessment Act
- ISO 14001 EMS Lead Auditor Training: Quality Management Institute (May 2004)
- QMI/SAI Global Certified Lead Auditor (ISO 14001, SFIS, CSA Z809 and PEFC Chain of Custody) and trained as Lead Auditor for FSC.
- ESRI ArcGIS training
- Natural Heritage Information Centre: Data Sensitivity Training
- Toastmasters training
- Media management training

ATTACHMENT G

Post-Transfer Organization Chart

Boyce Trusts' Entity Reorganization Chart For Edenville Project License Transfer



IN WITNESS WHEREOF, Boyce Hydro Power LLC (Transferor) has caused its name to be hereunto signed by Lee W. Mueller, its Co-Member Manager, duly authorized, this 15th day of March, 2019.

Boyce Hydro Power, LLC

By: Lee W. Mueller
Co-Member Manager


Attest: Lee W. Mueller

VERIFICATION

State of Nevada

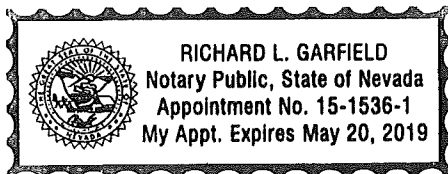
County of Clark

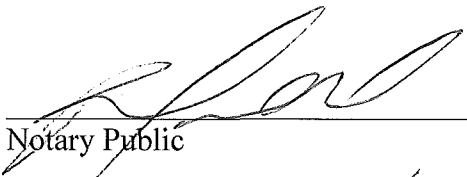
Lee W. Mueller, being duly sworn deposes and says: That he is the Co-Member Manager of Boyce Hydro Power, LLC, one of the applicants for approval of transfer of license; that he has read the foregoing application and knows the contents thereof; and that the same are true to the best of his knowledge and belief.



Lee W. Mueller

Subscribed and sworn to before me, a notary public of the State of Nevada, this 15th day of March, 2019.





Notary Public
My Commission expires 5/20/19

IN WITNESS WHEREOF, Wolverine Hydro, LLC (Transferee) has caused
its name to be hereunto signed by Nelson P. Turcotte, duly authorized, its
Managing Member, thereunto duly authorized, this 14th day of March, 2019.

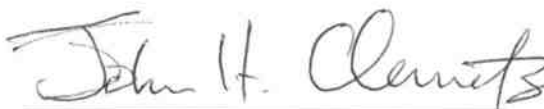
Wolverine Hydro LLC

By: Nelson P. Turcotte [NAME]
Managing Member [TITLE]

VERIFICATION

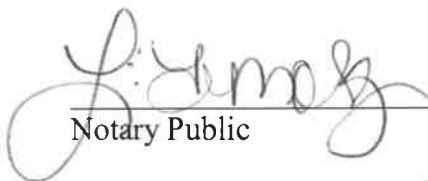
Washington
District of Columbia

John H. Clements, being duly sworn deposes and says: That Nelson P. Turcotte, the Member Manager of Wolverine Hydro, LLC, has represented to him that Mr. Turcotte has read the foregoing application and knows the contents thereof; and the same are true to the best of Mr. Turcotte's knowledge and belief, and that Mr. Turcotte has authorized him to execute this verification on Mr. Turcotte's behalf.



John H. Clements

Subscribed and sworn to before me, a notary public of the District of Columbia, this 15th day of March, 2019.



Notary Public

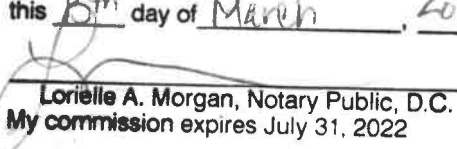
My Commission expires July 31, 2022



District of Columbia: SS

Subscribed and Sworn to before me

this 15th day of March, 2019



Lorielle A. Morgan, Notary Public, D.C.
My commission expires July 31, 2022

CERTIFICATE OF SERVICE

Pursuant to Rule 2010 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission, I hereby certify that I have this day caused the foregoing document to be served upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, D.C., this 15th day of March, 2019.

/s/ Mealear Tauch
Mealear Tauch
Van Ness Feldman, LLP
1050 Thomas Jefferson Street, NW
Seventh Floor
Washington, DC 20007

Document Content(s)

12 Proposed FERC Notice.DOCX.....	1-1
01 Motion and Transfer Application.PDF.....	2-16
02b Att A Cover - Public.PDF.....	17-17
03a Att B - Mueller Affidavit.PDF.....	18-20
03c Att B - Mueller Affidavit Exh. A-D (Public).PDF.....	21-25
04b Att C Cover - Public.PDF.....	26-26
05b Att D Cover - Public.PDF.....	27-27
06 Att E-1 - WHLLC Articles of Incorporation (Public).PDF.....	28-32
07 Att E-2 - WHLLC Operating Agreement (Public).PDF.....	33-53
08 Att F - Wolverine Hydro, LLC Resumes (Public).PDF.....	54-75
09 Att G - Org Chart (Public).PDF.....	76-77
10 Mueller Signature and Verification .PDF.....	78-79
11 Turcotte Signature and Verification.PDF.....	80-81
13 Certificate of Service.PDF.....	82-82