

#93193 L. GORDON ASSOCIATES 215-743-7843

ALTA MOUNT LANDFILL & RRF

DATE: 09/25/1997 TICKET: 48375
TIME IN: 09:37 TIME OUT: 10:07

STAGE TICKET: 48375

CARRIER: M TRANSPORTATION
TRUCK#: 004 END DUMP TRAILER#:
CUSTOMER: CASH CASH CUSTOMERS ALTA MOUNT LANDFILL
GENERATOR: KEN KENTECH WIND POWER
ORIGIN: LTV LIVERMORE PROFILE: 000000

QUANTITY	WASTE DESCRIPTION	QUAN.	PER	RATE	AMOUNT	TAX	FEE
21.46	CLERS II COVER SOI	21.46	1	29.00	622.36	00.00	00.00

WEIGHT: 21460 LBS
VOLUME: 21460 CU YD
DATE: 09/25/1997

CUSTOMER: *J. C. Lopez*

WEIGHMASTERS: _____

WEIGHT IN CURBS: 0000 LBS

WEIGHT OUT CURBS: 0000 LBS

THIS IS TO CERTIFY THAT THE QUANTITY DESCRIBED/COMMODITY WAS WEIGHED,
MEASURED, OR CUBED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS
CERTIFICATE, AND IS A RECOGNIZED AUTHORITY OF THE AGENCY, AS PROVIDED BY
CHAPTER 2, REGULATIONS WITH THE STATE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

ALTA MONT LANDFILL 2 RRF

DATE: 09/20/1997 TCR: 40200-1

TIME IN: 11:38

TIME OUT: 11:38

STAGE TICKET: 40201

CARRIER: M M TRANSPORTATION TRAILER#:
 TRUCK: MA END DUMP CASH CUSTOMER: ALTA MONT LANDFILL
 GENERATOR: KEN KEN TELI WIND POWER PROFILE DRAWING
 TRUCKER: LTY LIVERMORE

MANIFEST	WASTE DESCRIPTION	QUANTITY	PER RATE	AMOUNT	TAX	FEE	TOTAL
01A	END CLASS II COVER SOL	21.31	20.00	426.20	9.00	0.00	435.20

GROSS: 77949 RB TON
 TARE: 20360 RB TON
 NET: 42620 TON

RECEIVED:

BY: MASTER:

WEIGH IN CLERK: HALL, THOMAS

WEIGH OUT CLERK: HALL, THOMAS

I HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED LOADS HAS BEEN
 RECEIVED, OR COURTED BY A REGISTERED WHOSE SIGNATURE IS ON THIS
 RECEIPT, AND IS A RECOGNIZED AUTHORITY OF ACCURACY, AS PRESCRIBED BY
 CHAPTER 7 COMMERCIAL WASTE SOLID WASTE BOARD OF DIVISION 2 OF THE CALIFORNIA
 RECYCLING AND MANAGEMENT CODE ADMINISTERED BY THE DEPARTMENT OF REVENUE
 SERVICES, AND THE CALIFORNIA DEPARTMENT OF REVENUE (CDRS) REGULATIONS.

493193 L. GORDON ASSOCIATES 215-743-7843

ALTA MOUNT LANDFILL & RR

DATE: 09/25/1997 TIME: 45762
TRC IN: 13:21 TRC OUT: 13:23

STAGE TICKETS: 45454

CARRIER: M M TRANSPORTATION


TRUCK: 014 TRAILER: 1741148

CUSTOMER: CASH CASH CUSTOMERS ALTA MOUNT LANDFILL
GENERATOR: KEN KENETECH WIND POWER
ORIGIN: LIV LIVERMORE PROFILE: 040899

MANIFEST	WASTE DESCRIPTION	QUAN.	PER.	RATE	AMOUNT	TAX	FEE	TOT
TAL	LF-6 CLASS 17 COVER SOL	19.11	T	20.00	382.20	0.00	0.00	382.20
20								

GROSS: 23000 LB LBS
TARE: 50000 MT LBS
NET: 20000 LBS TONS: 19.11

CUSTOMER'S: 

WEIGHMASTER: 

WEIGH IN CLERK: RAPIREZ, JOSE

WEIGH OUT CLERK: RAPIREZ, JOSE

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS RECEIVED, MEASURED, OR COUNTED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS CERTIFICATE, WHO IS A RECOGNIZED AUTHORITY OF ACCURACY, AS PRESCRIBED BY CHAPTER 7 COMMENCING WITH SECTION 127001 OF DIVISION 5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE ADMINISTERED BY THE DIVISION OF MEASUREMENT STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

TES 215-743-7843

#93193 L. GORDON ASSOCIATES 215-743-7843

ALLIANTON LANDFILL & RRF

DATE: 09/25/1997 TICKET: 40752-1

TIME IN: 15:07 170: J

TIME OUT: 17:07

SCALE TICKET: 40450

CARRIER: M TRANSPORTATION TRAILER#:
 TRUCK#: M4 END USER:
 CONTAINER: CASH CASH BUSID: 65 ALLIANTON LANDFILL
 GENERATOR: REN KENOTECH WIND POWER PROFILE: 300090
 DESIGN: L19 LIVERMORE

MANIFEST	WASTE DESCRIPTION	QUAN.	PER	RATE	AMOUNT	TAX	FEE	TOT
TAL	REC CLASS LE COVER 501	0.50	T	20.00	10.00	0.00	0.00	10.00
1.50								

GROSS: 53120 PB LBS

TARE: 30360 PT LBS

CUSTOMER: *[Signature]*

NET WT: 22760 LBS TARE: 0.00

WEIGH IN CLERK: RAMIREZ, JOSE

WEIGH OUT CLERK: RAMIREZ, JOSE

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR COUNTED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS CERTIFICATE, WHO IS A RECOGNIZED AUTHORITY OF ACCURACY, AS PRESCRIBED BY CHAPTER 7 COMMENCING WITH SECTION 127001 OF DIVISION 5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE ADMINISTERED BY THE DIVISION OF MEASUREMENT STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

"M" TRANSPORTATION

1264 Hartman Rd.
Livermore, CA 94550

PHONE (415) 449-4380
P.U.C. PERMIT NUMBER T149498

OFFICE USE	DATE
	JOB FREIGHT BILL 2130
	TRK
	LDS
	HRS
	TNS
	DIST. RATE NOTICE AND DATE

DATE: 9-25-97	MATERIAL: Cont. Dirt	TYPE OF LOADING: BELT <input type="checkbox"/> HOT PLANT <input type="checkbox"/>	BUNKER <input type="checkbox"/> FRONT LOADER <input type="checkbox"/>	OTHER:
DESTINATION: WHERE MAT'L DELIVERED				
POINT OF ORIGIN: WHERE MAT'L WAS LOADED: 1264 Hartman Rd. Livermore				
CONSIGNOR: WHO OWNED MAT'L		CONSIGNOR ADDRESS		
CONSIGNEE: Kave Tech		CONSIGNEE ADDRESS		
DEBTOR: CONTRACTOR John Gondolfo		DEBTOR ADDRESS		

TARE: WT:	AND TIME:	MILEAGE:	WHEN ZONE RATES APPLY: PROD. AREA: DEL. ZONE:	YARDAGE CAPY IF APPLICABLE: CY
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TAG NUMBER	WEIGHT	LOADING TIMES		LEAVE SCALES	UNLOADING TIMES		REMARKS
		ARRIVE	DEPART		ARRIVE	DEPART	
1 45695-1							Haul contaminated 3:00 - 4:00
2 45778-1							Dirt From Flynn Rd.
3 45762-1							To the Dumps
4 45792-1							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

A START TIME: 5:00	B BEGINNING TIME OF LAST LOAD:	C LOADED TRAVEL TIME OF LAST LOAD IN MINUTES:	G ELAPSED UNLOADING TIME OF LAST LOAD IN MINUTES:
D LINE C x 2 ADDED TO LAST LOAD TIME B = END TIME: 4:00	E FROM LINE A TO LINE D IS TOTAL TIME: 8 hrs	F TIME DEBTOR SHOULD NOT HAVE TO PAY FOR (SHOW DOWN TIME, LUNCH, ETC. IN REMARKS)	H LINE E LESS LINE F = NET TIME:
DRIVER'S SIGNATURE: Z. A. Apple	SUBHAULER'S CAL T-NO.:	NO. OF AXLES:	RATE AND AMOUNT DUE:
X UNDERLYING CARRIER ADDRESS:	LICENSE NUMBERS: TRUCK SEMI PULL:	CHECK IF UNDER 150 BETWEEN 1ST AND LAST AXLES: <input type="checkbox"/>	CONSIGNEE SIGNATURE:

TERMS: NET 10TH PROX. CONSIGNEE TO PAY ANY LEGAL FEES FOR COLLECTION OF DELINQUENT ACCOUNTS PLUS THE LEGAL RATE OF INTEREST OF 1 1/2% PER MONTH OR 18% PER YEAR WILL BE CHARGED FOR ALL PAST DUE ACCOUNTS. WE MAKE ALL DELIVERIES INSIDE CURB AND ON LOT AT CUSTOMER'S RISK ONLY AND ACCEPT NO RESPONSIBILITY FOR DAMAGES RESULTING FROM SUCH DELIVERIES. THESE CHARGES INCLUDE (1) FEES TO PAY FOR REGULATION OF TRANSPORTATION COMPANIES BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND (2) TAXES PAID TO CALIFORNIA CITIES INSTEAD OF EXCISE OR BUSINESS LICENSE TAXES THEY COULD OTHERWISE IMPOSE.

INBOUND PROFILE REPORT
09/25/1997 TO 09/25/1997

09/25/97 15:17
page 1

FILE: 508890

BUCKET	DATE	TIME	TRUCK	UNIT	NO.OF UNITS	PCT	RATE	TONS	MAT CHARGE	TAX AMT	GND TOTAL
45695	09/25/1997	10:07	M4	Tons	21.46	100	20.00	21.46	429.20	0.00	429.20
45728	09/25/1997	11:28	M4	Tons	21.31	100	20.00	21.31	426.20	0.00	426.20
45762	09/25/1997	13:21	M4	Tons	19.11	100	20.00	19.11	382.20	0.00	382.20
45792	09/25/1997	15:07	M4	Tons	8.88	100	20.00	8.88	177.60	0.00	177.60

BTOTAL:508890

70.76 1415.20 0.00 1415.20

Transactions: 4

=====
Total Transactions: 4

70.76 1415.20 0.00 1415.20

KENETECH WINDPOWER

6952 PRESTON AVENUE
LIVERMORE, CA 94550
(510) 455-6012
FAX (510) 455-3421

DEBTOR IN POSSESSION

SHIP TO

KENETECH WINDPOWER

6952 PRESTON AVENUE
LIVERMORE CA
94550

VENDOR

BILL TO

ALAMEDA COUNTY ENVIRONMENTAL
PROTECTION AGENCY
101 HARBOR BAY PARKWAY, #250
ALAMEDA, CA 94502-6577

KENETECH WINDPOWER
DEBTOR IN POSSESSION
ATTN: ACCOUNTS PAYABLE
6952 PRESTON AVENUE
LIVERMORE CA
94550
510-455-6012
EXEMPT NO:

CHANGING MEDIA
 PROTECTIVE
 9:58 AM P 25 PM

PHONE 567-6762

TX:

REQUESTOR			JEFF REILLEY			PURCHASE ORDER		
ORDER DATE	VENDOR CODE	BUYER	TERMS	SHIP VIA				
09/24/97	113195	10	C.O.D.					
F.O.B.	TAXABLE	RO. TYPE	CONFIRM TO					
PT. OF ORIGIN	NO	SEV	MADULLAH					

ITEM	PART NUMBER DESCRIPTION	REV	INSP	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	T A X
1.00	MISC001-M102210 ACCOUNT: 011-512-087040 PAYMENT FOR PROCESSING THE MIDWAY TRANSFORMER 76 OIL SPILL REPORT AT 94.00 PER HOUR, UNUSED PORTION TO BE RETURNED.			0 09/30/97	1.00	EA	400.000	400.00N	
2.00	MISC002-M102210 ACCOUNT: 011-524-087040 PAYMENT FOR PROCESSING THE MIDWAY TRANSFORMER 76 OIL SPILL REPORT AT 94.00 PER HOUR, UNUSED PORTION TO BE RETURNED.			0 09/30/97	1.00	EA	100.000	100.00N	

01 PLEASE REFERENCE ON ALL PACKING SLIPS/INVOICES:

1. KENETECH WINDPOWER PART NUMBER
2. KENETECH WINDPOWER PURCHASE ORDER
3. QUANTITY SHIPPED
4. PURCHASE ORDER LINE NUMBER

PLEASE REFERENCE PURCHASE ORDER NUMBER ON BILL OF LADING

00.

"KENETECH WINDPOWER, INC. STANDARD TERMS AND CONDITIONS, FORM
STDT&C1 DOC 11/96, 4 PAGES, IS HEREBY INCORPORATED
INTO AND MADE A PART OF THIS CONTRACT"

AMENDMENT TO TERMS AND CONDITIONS; #12 MISCELLANEOUS

CONFIRMING ORDER
DO NOT DUPLICATE

YES NO

TOTAL ORDER

AGENT
BEV FAHEY

KENETECH WINDPOWER

6952 PRESTON AVENUE
 LIVERMORE, CA 94550
 (510) 455-6012
 FAX (510) 455-3421

SHIP TO

KENETECH WINDPOWER
 6952 PRESTON AVENUE
 LIVERMORE CA
 94550

VENDOR

ALAMEDA COUNTY ENVIRONMENTAL
 PROTECTION AGENCY
 1131 HARBOR BAY PARKWAY, #250
 ALAMEDA, CA 94502-6577

BILL TO

KENETECH WINDPOWER
 DEBTOR IN POSSESSION
 ATTN: ACCOUNTS PAYABLE
 6952 PRESTON AVENUE
 LIVERMORE CA
 94550
 510-455-6012
 EXEMPT NO:

PHONE 567-6762

TX:

REQUESTOR			JEFF REILLEY		PURCHASE ORDER	
ORDER DATE	VENDOR CODE	BUYER	TERMS	SHIP VIA		
09/24/97	113195	10	C O D.			
F.O.B.	TAXABLE	PO TYPE	CONFIRM TO			
PT. OF ORIGIN	NO	SEV	NADULLAH			

ITEM	PART NUMBER DESCRIPTION	REV	INSP	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	T A X
(E) AUDIT. (AUDIT BY BUYER OR BUYER'S CUSTOMERS AT ALL REASONABLE TIMES BEFORE AND AFTER FINAL PAYMENT HEREUNDER).									

CONFIRMING ORDER
 DO NOT DUPLICATE

YES NO

TOTAL ORDER 500.00

AGENT

BEV FANEY *Beverly Faneuy*

KENETECH Windpower, Inc.
6952 Preston Avenue
Livermore, CA. 94550

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Purchase Order ("PO") shall be binding on both Kenetech Windpower, Inc. ("Buyer"), debtor and debtor in possession in Case No. 96-44426-T currently pending before the U.S. Bankruptcy Court for the Northern District of California ("Bankruptcy Court") and the vendor named on the face hereof ("Seller") upon Seller's acknowledgment and acceptance of this PO by executing it in the space provided and returning the executed copy to Buyer within fifteen (15) calendar days from the date this PO was sent by Buyer. Acceptance of the offer contained in this PO is expressly limited to acceptance of the terms and conditions (collectively, the "Terms") set forth herein. This PO (including any attachments and the Confidential Disclosure Agreement that may be executed in conjunction herewith) constitutes the final and entire agreement between the parties. No other agreement or understanding nor any terms and conditions set forth in any document heretofore or hereafter delivered by one party to the other (including, without limitation, any quotation, invoice or purchase order sent by Seller to Buyer) shall become part of this PO or shall be binding on the parties unless set forth in a writing signed by both parties. The Terms cannot be amended or supplemented by oral agreement, even if supported by new consideration.
2. **DELIVERY.** Time is of the essence in the performance of this PO so that Buyer can meet its obligations to its customers. Without Buyer's prior written consent, Seller shall not make material or production commitments in advance of the lead time that Seller has advised Buyer is necessary to meet the required delivery dates. If after acknowledging and accepting this PO, Seller cannot deliver the quantities of conforming product specified on the delivery date(s) required, Seller shall use its best efforts to deliver conforming product to Buyer as soon as possible and shall be liable for any additional charges incurred for expedited shipping of such product. In addition, unless substitute delivery date(s) have been agreed to by Buyer in writing, if Seller fails to deliver the specified quantities of conforming product specified within ten (10) days of the delivery date required, Seller shall be in default under this PO.
3. **PRICES.** All amounts to be paid to Seller by Buyer shall be stated in this PO and shall be paid by Buyer within sixty (60) days after the later to occur of Buyer's receipt of product and Seller's invoice. Notwithstanding anything to the contrary herein, Buyer shall not be obligated to pay for any product delivered hereunder until Buyer has received Seller's executed acknowledgment and acceptance of this PO. Unless otherwise indicated on the face of this PO, these amounts shall include the price for the product, all applicable federal, state, and local taxes and all charges for tooling, testing, fixtures, packaging, handling, loading, unloading, storage, and shipping. If the product is being purchased for resale, Buyer's California resale permit number is SS CHA 19-677847. Each of these items for which Buyer is to be charged shall be set forth as separate line items on the face of Seller's invoice. To evidence the shipping charges, Seller shall provide Buyer with a paid freight bill or its equivalent.
4. **PACKING AND SHIPPING.** (a) Seller shall pack all items in suitable containers to protect them in shipment and storage, comply with the requirements of common carriers and obtain the lowest transportation rates available. Packages must be constructed for stocking, and packages weighing more than 75 lbs. must be packaged for handling with a mechanical device. Each package shall be marked with all necessary lifting, loading, and shipping instructions. At its option, Buyer may charge Seller for damage to any items resulting from improper packing. (b) Seller shall include Buyer's order number and part number on the packing lists it encloses with its shipments, and on each invoice and bill of lading delivered pursuant to this PO. (c) All shipments are to be made F.O.B. destination, Buyer's facility in Livermore, CA., unless otherwise indicated on the face of this PO. Buyer reserves the right to specify the carrier.
5. **INSPECTION, REJECTION AND REVOCATION OF ACCEPTANCE.** All products shipped to Buyer are subject to Buyer's inspection and approval. During Seller's performance of this PO, Seller shall not change any material or process by which any product is manufactured, machined, or assembled without Buyer's prior written request or approval. If Seller's delivery of product is nonconforming (whether such nonconformity is due to Seller's failure to meet the quantity, quality or delivery schedule specified by Buyer), Buyer reserves all the rights and remedies provided under the California Uniform Commercial Code to a purchaser of nonconforming product, except that Buyer waives its right to any consequential or

incidental damages (other than those expressly provided herein) relating to such nonconformity. The cost of freight and risk of loss for returned nonconforming product and for any repaired or replacement product shall be borne by Seller. In exercising its rejection rights, Buyer shall have sixty (60) days after delivery of the product to inspect and accept it or notify Seller of Buyer's intent to reject such product and the reasons therefor. Any nonconforming product that is repaired by Seller shall not be returned to Buyer unless the previous rejection and correction are identified to Buyer in writing.

6. **CHANGES AND LIQUIDATED DAMAGES.** Buyer may propose changes in this PO by issuing a change order to Seller. Any such change order shall be binding on the parties upon Seller's acknowledgment and acceptance of such change order by executing it in the space provided and returning the executed copy to Buyer within fifteen (15) calendar days from the date Buyer sent it to Seller. Any change order issued shall identify the amount, if any, Buyer owes Seller for the change(s) identified in the change order which amount shall be determined after Buyer's consultation with Seller. **THE ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGE ORDER BY SELLER SHALL CONSTITUTE ITS AGREEMENT THAT THE AMOUNT IDENTIFIED ON THE CHANGE ORDER AS BEING DUE SELLER BY BUYER AS A RESULT OF THE CHANGE SHALL BE BUYER'S SOLE LIABILITY TO SELLER FOR ANY AND ALL OF ITS CLAIMS RELATED TO SUCH CHANGE.**

7. **WARRANTIES.** Seller warrants that all products delivered or redelivered hereunder shall be merchantable, new (except for warranted products which Buyer has authorized Seller to repair), free from all defects in material and workmanship, free from all defects in title (including infringement), and if of Seller's design, free from design defects. Seller further warrants that such products shall conform to applicable samples, models, drawings and specifications. All warranties herein shall run to Buyer and its successors, assigns, customers, and the users of its products. Seller's warranties shall extend for one (1) year after the date such warranted product is received by Buyer. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY SELLER.** Seller hereby assigns to Buyer any warranties on purchased products which Seller resells to Buyer, which warranties Buyer reserves the right to enforce.

8. **INFORMATION.** All specifications, drawings, sketches, plans, models, samples, processes, designs, and technical or engineering information or data, and all information about actual or potential customers, suppliers, markets or installations, whether written or oral (collectively referred to herein as "information"), furnished by or on behalf of Buyer for this PO shall remain Buyer's property at all times, and shall be returned (together with all copies) promptly to Buyer at Buyer's request. At all times, Seller shall treat such information as confidential, and shall not use, copy or disclose it to anyone but Seller's employees who have agreed to maintain the confidentiality of such information and then only to the extent necessary to perform this or other POs for Buyer. In addition, if any experimental, developmental, or research work is called for or required under this PO, Seller agrees to disclose to Buyer all results of such work and, on request, to assign to Buyer all inventions, know-how, processes, trade secrets, or other proprietary rights (whether or not patentable or copyrightable) first created, conceived, or reduced to practice in the performance of this PO. All copyrightable work or results shall be considered a work for hire. Buyer shall be entitled to recover damages, including without limitation, consequential and incidental damages, for any breach by Seller of the provisions of this paragraph or subparagraphs 9(w), (y) or (z). Unless Buyer has otherwise agreed in writing, information furnished or disclosed by or on behalf of Seller to Buyer shall not be considered to be confidential or proprietary, and shall be acquired by Buyer free of restriction. If Buyer agrees in writing that it has received confidential or proprietary information from Seller, Seller agrees that, if Buyer's customers require it, Buyer shall be permitted to release to such customers any and all of Seller's confidential or proprietary information provided Buyer obtains from such customers their agreement, in a form reasonably satisfactory to Buyer, to maintain the confidentiality of the provided information.

9. **CASTINGS, TOOLS, AND EQUIPMENT.** Unless otherwise specified on the face of this PO, all raw and machine castings, tools, dies, molds, patterns, jigs, and other equipment (collectively, and together with any modifications or replacements of any such product, shall be referred to herein as "Buyer's Parts") acquired or designed solely for the performance of this PO shall be furnished to Seller by Buyer or paid for in whole or in part by Buyer. All Buyer's Parts shall remain Buyer's property at all times. Seller shall, at its own expense, (i) provide Buyer, on request, with a list of Buyer's Parts, (ii) safely store all Buyer's Parts separately from Seller's and others' property, (iii) plainly identify Buyer's Parts as Buyer's property, and (iv) repair, maintain, and calibrate all Buyer's Parts in accordance with sound commercial practice. Without Buyer's prior written consent, Seller shall not (w) use any Buyer's Parts except in filling this or other POs for Buyer, (x) modify any Buyer's Parts, (y) allow any third party to inspect any Buyer's Parts, or (z) deliver any Buyer's Parts to any

third party. All Buyer's Parts shall be held at Seller's risk and shall be insured by Seller at its expense for an amount equal to its replacement cost and with loss payable to Buyer. All Buyer's Parts, together with all copies or duplicates thereof, shall be delivered to Buyer promptly upon request, without consideration for value added (if any) by Seller.

10. **TERMINATION FOR SELLER'S DEFAULT.** Buyer may, by written notice to Seller, terminate the whole or any part of this PO if (a) Seller defaults as described in paragraph 2; (b) for any reason, including without limitation, acts of God or other events outside of Seller's control, Seller fails to perform any other provision of this PO, or fails to make progress so as to endanger performance of this PO in accordance with its terms, and in either case does not cure such failure within ten (10) days after notice from Buyer specifying such failure; or (c) any proceedings, voluntary or involuntary, in bankruptcy or insolvency, are commenced by or against Seller, any trustee or receiver for any substantial portion of Seller's assets is appointed with or without Seller's consent, or Seller makes any assignment for the benefit of its creditors. In the event of such termination, Buyer shall have all the rights of a buyer against a defaulting seller provided by the Uniform Commercial Code in effect on the date of such default in the State of California, even if it is later determined by a third party that the default was excusable or not sufficiently material as to warrant termination. Seller shall continue performance of this PO to the extent not terminated. **EXCEPT WHERE THIS AGREEMENT PROVIDES OTHERWISE AND THEN ONLY TO THE EXTENT SO PROVIDED, UNDER NO CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION UPON DEFAULT OR TERMINATION FOR DEFAULT) SHALL EITHER PARTY BE LIABLE FOR OR ENTITLED TO LOST PROFITS OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

11. **COMPLIANCE WITH LAWS: GOVERNMENTAL CONTRACTS.** Seller shall comply with all applicable international, federal, state, and local laws, ordinances, codes, rules, and regulations in the performance of this PO. Seller shall also maintain appropriate workers' compensation insurance covering all employees performing work under this PO. Upon request, Seller shall deliver to Buyer all documents required to effect or evidence compliance with the requirements set forth in this paragraph. In addition, POs which specify a governmental contract number or otherwise indicate that the products purchased are intended for use under government contracts or subcontracts shall be subject to and deemed to incorporate all clauses and provisions of any laws, ordinances, codes, rules, regulations and directives which are required to be included in such contracts or subcontracts.

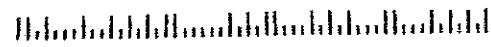
12. **MISCELLANEOUS.** (a) **NO SET OFF.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS PO, ANY AMOUNT OWED TO SELLER (OR ANY ASSIGNEE OR SUBCONTRACTOR OF SELLER) BY BUYER SHALL NOT BE SUBJECT TO DEDUCTION FOR ANY SET-OFF OR COUNTERCLAIM ARISING OUT OF THIS OR ANY OTHER AGREEMENT BETWEEN SELLER AND BUYER. (b) **Assignment.** Seller shall not delegate, assign or subcontract any rights or obligations under this PO (including pursuant to any acquisition, merger consolidation or reorganization) without Buyer's prior written consent. (c) **Governing Law; Jurisdiction.** This PO shall be governed by the internal laws of the State of California without application of its choice of law provisions. Seller hereby consents to the jurisdiction of the Bankruptcy Court and agrees to bring any action in connection with this Agreement only in that court as a "core" proceeding within the meaning of 28USC section 157. (d) **Waiver.** Buyer's failure to enforce any of the Terms of this PO shall not constitute a waiver of that or any other of the Terms. (e) **Audit.** Seller agrees that such part of its books and records and its plants as may relate to this PO shall be subject to inspection and audit by Buyer or Buyer's Customers at all reasonable times before and after final payment hereunder. (f) **Notices.** All notices sent pursuant to this PO shall be telecopied, with a hard copy thereafter mailed by U.S. Mail addressed to the other party, and notice shall be deemed effective on the date and time noted on sender's telecopy acknowledgment form. (g) **Marking.** If requested by Buyer, Seller shall affix to the product part identification numbers designated by Buyer.

KENETECH WINDPOWER

KENETECH WINDPOWER, INC.
6952 PRESTON AVENUE
LIVERMORE, CA 94550



34302+6377



Chapter 6: Managing Hazardous Wastes On-Site



A

Part 3
Emergency Incident Report
[Form HWM 6-2 (3)]

The following report is hereby submitted to the California Department of Toxic Substances Control within 15 days after an emergency involving hazardous waste pursuant to 22 CCR §66264.5(j).

1. Name of Facility: Kenetech Windpower Inc
Address of Facility: 6952 Preston Ave, Livermore, CA 94550
Telephone Number: (510) 455-6012
2. Name of Owner/Operator: SAMB
Address: _____
Telephone Number: _____
3. Name of Person Calling: JEFF REILLEY / Paul Smith
Title: Supervisor Power Systems / Senior Director of Operations
Return Telephone Number: 455-3103 455-3462
4. Description of Hazardous Waste Released: Transformer Oil
5. Quantity of Material Released: Approx. 400 Gallons _____ pounds/gallons
6. Description of Emergency (attach additional sheets as necessary): Transformer radiator was damaged resulting in the oil to be released into the ground
7. Date and Time of Incident: Aug. 14 1976 at 09:00 AM
8. Extent of Injuries: No Injuries.
9. Assessment of Actual or Potential Hazards to Human Health or the Environment (attach additional sheets as necessary):
The release was direct to ground. No water was involved in the release. There is no health hazards to humans or the environment. The soil will be removed.



Chapter 6: Managing Hazardous Wastes On-Site

A

10. Disposition of Material Recovered from the Incident (attach additional sheets as necessary):

The soil is being removed and sent to the Altamont Landfill

11. Quantity of Material Recovered from the Incident: 600 Cubic Yards

12. Emergency Actions Taken During the Incident: The contaminated soil was removed and placed on a tarp within 1 day to minimize the spread of contaminated soil

13. Agencies Notified:

Agency	Notification Time	Person Contacted
County of Alameda	8-15-97 8:30 AM	Voice Mail Gordon Coleman
OFFICE of Emergency Services	8-15-97 8:45	Charles Bencit

14. Agencies Responding:

Agency	Notification Time	Response Time
None	8/21/97	

Respectfully submitted,

By: JEFF REILLEY Title: Power Systems Supervisor

Signature: [Signature] Date: 8/22/97



**GOVERNOR'S OFFICE OF
EMERGENCY SERVICES**
Hazardous Materials Spill Report

DATE: 08/15/97 TIME: 0843	RECEIVED BY: OES - Charles Benoit OSPR -	CONTROL#: 97-3191
--	---	-----------------------------

1. PERSON NOTIFYING GOVERNOR'S OES:

a. NAME: PAUL SMITH	b. AGENCY: KENETECH WINDPOWER	c. PHONE#: 510-455-6012	d. Ext:	e. PAG/CELL:
-------------------------------	---	-----------------------------------	----------------	---------------------

2. SUBSTANCE TYPE:

2. a. SUBSTANCE:	b. QTY: > = <	Amount	Measure	c. TYPE:	d. OTHER:
1. INSULTING OIL	=	400-500	Gall(s)	PETROLEUM	
2.	=				
3.	=				
4.	=				

e. DESCRIPTION: TURBINE FELL OFF TOWER HITTING COOLING FINS CAUSING A BREAK IN THE FINS WHICH CAUSED THE SPILL ONTO THE GROUND.

f. CONTAINED: Yes	g. WATER INVOLVED: No	h. WATERWAY:
-----------------------------	---------------------------------	---------------------

3. a. INCIDENT LOCATION: TOWER 788, MIDWAY WIND PLANT
b. CITY: LIVERMORE
c. COUNTY: Alameda County
d. ZIP:

4. INCIDENT DESCRIPTION:

a. DATE: 08/14/97	b. TIME (Military): 0500	c. SITE: Other
d. INJURIES# 0	e. FATALS #: 0	f. EVACS #: 0
g. CLEANUP BY: Reporting Party		

5. RESPONSIBLE PARTY:

a. NAME: PAUL SMITH	b. AGENCY: KENETECH WINDPOWER	c. PHONE#: 510-455-6012	d. EXT.:
e. MAIL ADDRESS:	f. CITY:	g. STATE: CA	h. ZIP:

6. NOTIFICATION INFORMATION:

a. NRC#:	b. ON SCENE:
c. OTHER ON SCENE:	d. OTHER NOTIFIED:
e. ADMIN. AGENCY: Livermore Fire Department	f. SEC. AGENCY: Alameda County Environmental Health

g. NOTIFICATION LIST:

		DOG Unit:		RWOCE Unit: 2	
<input checked="" type="checkbox"/> A/CUFA	<input checked="" type="checkbox"/> DPO-OSPR	<input type="checkbox"/> EMMA	<input type="checkbox"/> OES PLANS UNIT	<input checked="" type="checkbox"/> RWOCE	<input checked="" type="checkbox"/> UEPWI
<input type="checkbox"/> AIR RESOURCES BD	<input type="checkbox"/> DHS-D.O.	<input type="checkbox"/> FEMA	<input type="checkbox"/> OES P&G	<input type="checkbox"/> SFM	<input type="checkbox"/> OTHER
<input type="checkbox"/> CALTRANS	<input type="checkbox"/> DOG	<input type="checkbox"/> FOOD & AG	<input type="checkbox"/> OSMA	<input checked="" type="checkbox"/> U/EPA	
<input type="checkbox"/> CDF	<input checked="" type="checkbox"/> DTEC	<input checked="" type="checkbox"/> LANDS	<input type="checkbox"/> PARKS & REC	<input type="checkbox"/> USLO-48	
<input type="checkbox"/> COASTAL COM	<input type="checkbox"/> EE PARKS	<input type="checkbox"/> OES HAZMAT/UNT	<input type="checkbox"/> PUC	<input type="checkbox"/> UBCG	

PHI

Environmental Sequence Of Events Report

ENVIRONMENTAL
PROTECTION

Site: Midway Transformer 76 MWXF0076
Date Of Occurrence: Aug. 14, 1997
Description Of Event: Damaged Transformer Leaked Oil
Interconnecting Utility: PG&E
Technician: Jeff Reilley, Roy Joiner, Mike Daniel
Partnership affected : 512, 524

97 OCT - 6 AM 10:45

2nd Incident

Description Of Events

Driving on site noticed a LOMA near MWXF0076. We then drove over to check it out for damage. Found the radiator had been struck and the transformer was leaking oil. All other turbines on the transformer are still flying.

Notified operations and requested clearance to open Riser 13 to de-energize the affected transformer, MWXF0076. Opened Riser and verified that the power had been turned off to MWXF0076.

Went to Midway control building to get some oil spill control socks (used to contain spill). Went back to the transformer and placed socks around the area that was leaking.

Drove to Livermore to pick up the oil pump and some empty barrels to pump out any oil left in the transformer.

Arrived back at MWXF0076 and opened the tank only to find that all of the oil had already drained out through the damaged radiator.

Contacted John Gandolfo to excavate the contaminated soil.

Aug.15 1997

Paul Smith left a voice mail message with Gordon Coleman of the Alameda County Environmental Health Services and contacted Charles Benoit of the Office of Emergency Services and obtained a control # 97-3191

John Gandolfo began excavating the contaminated soil, placing the soil onto a Polyurethane tarp. After excavation was completed the soil was covered with another tarp.

We took a total of 4 soil samples. We took 2 samples from the bottom of the excavated pit, 1 sample under the concrete pad that the transformer sits on and 1 sample from the excavated soil pile.

We then took these samples to Chromalab in Pleasanton for soil testing. Chromalab is running the BTEX test and the TPH test.

Received the soil sample test results from Chromalab. Aug. 21 1997

Aug. 22 1997

Received a copy of the Hazardous Materials Spill Report from the Office of Emergency Services, (Charles Benoit)

Obtained a copy of the Emergency incident report (Form HWM 6-2 (3)) from Brian Ward. Completed the form and faxed it along with the Sequence of Events and the results of the soil sample tests to Madullah Logan of the Alameda County Health.

Spoke with Maddullah Logan about back-filling the excavated area. She has a concern regarding sample # 3, levels are 47,000. I explained to her that we had excavated as much soil as we could without compromising the integrity of the concrete slab.

Maddullah gave us permission to Backfill , requesting that we submit in writing what we had done under the concrete slab.

Contacted Dave Grede of the Altamont Landfill and coordinated the disposal of the contaminated soil. Faxed the test results to Dave. Dave stated that the results were high enough that we would have to run a additional Fish File test.

Completed and Faxed the Generators Waste Profile Sheet required by the Altamont Landfill to Naeomi at the Altamont Landfill.

Requested Chromalab to run the Fish File test on Sample # 4. The soil that will be disposed of at the Altamont Landfill. Expect the results in 5 working days.

Aug. 23 1997

John Gandolfo backfills the excavated area with soil from the surrounding area.

Sept. 10 1997

Obtained the fish file report from Chromalab. Faxed a copy to Dave Grede of The Altamont Landfill pending his approval to dispose of contaminated soil.

Sept. 25 1997

" M " Transportation transported 70.76 tons of contaminated soil to the Altamont Landfill.

Oct. 1 1997

Submitted the statement regarding the excavation under the concrete slab to Madullah, Alameda County Health.

Submitted all test results and completed report along with \$ 500.00 to Madullah Logan , Alameda County Health.

KENETECH WINDPOWER

6952 PRESTON AVENUE
LIVERMORE, CA 94550
(510) 455-6012
FAX (510) 455-3421

DEBTOR IN POSSESSION

SHIP TO

KENETECH WINDPOWER
6952 PRESTON AVENUE
LIVERMORE CA
94550

97 JUL 31 PM 3:47

ENVIRONMENTAL PROTECTION

VENDOR

ALAMEDA COUNTY ENVIRONMENTAL
PROTECTION AGENCY
1131 HARBOR BAY PARKWAY, #250
ALAMEDA, CA 94502-6577

BILL TO

KENETECH WINDPOWER
DEBTOR IN POSSESSION
ATTN: ACCOUNTS PAYABLE
6952 PRESTON AVENUE
LIVERMORE CA
94550
510-455-6012
EXEMPT NO:

PHONE 567-6762

TX:

REQUESTOR: JEFF REILLEY PURCHASE ORDER

ORDER DATE	VENDOR CODE	BUYER	TERMS	SHIP VIA
07/30/97	113195	10	C.O.D.	
F.O.B.	TAXABLE	PO. TYPE	CONFIRM TO	
PT. OF ORIGIN	NO	SEV	EVA	

ITEM	PART NUMBER DESCRIPTION	REV	INSP	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENSION	TAX
1.00	MISC001-M102087			0 07/31/97	1.00	LT	500.000	500.000	

ACCOUNT: 011-527-087040
PAYMENT FOR PROCESSING THE RALPH TRANSFORMER 118 OIL
SPILL REPORT. RATE IS 94.00 PER HOUR. UNUSED PORTION
TO BE RETURNED.

01 PLEASE REFERENCE ON ALL PACKING SLIPS/INVOICES:

1. KENETECH WINDPOWER PART NUMBER
2. KENETECH WINDPOWER PURCHASE ORDER
3. QUANTITY SHIPPED
4. PURCHASE ORDER LINE NUMBER

PLEASE REFERENCE PURCHASE ORDER NUMBER ON BILL OF LADING

00.

"KENETECH WINDPOWER, INC. STANDARD TERMS AND CONDITIONS, FORM
STDT&C1.DOC 11/96, 4 PAGES, IS HEREBY INCORPORATED
INTO AND MADE A PART OF THIS CONTRACT"

AMENDMENT TO TERMS AND CONDITIONS; #12 MISCELLANEOUS
(E) AUDIT. (AUDIT BY BUYER OR BUYER'S CUSTOMERS AT ALL
REASONABLE TIMES BEFORE AND AFTER FINAL PAYMENT
HEREUNDER).

CONFIRMING ORDER
DO NOT DUPLICATE

YES NO

TOTAL ORDER 500.00

AGENT

BEV FAHEY *Beverly Fahey*

KENETECH Windpower, Inc.
6952 Preston Avenue
Livermore, CA. 94550

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Purchase Order ("PO") shall be binding on both Kenetech Windpower, Inc. ("Buyer"), debtor and debtor in possession in Case No. 96-44426-T currently pending before the U.S. Bankruptcy Court for the Northern District of California ("Bankruptcy Court") and the vendor named on the face hereof ("Seller") upon Seller's acknowledgment and acceptance of this PO by executing it in the space provided and returning the executed copy to Buyer within fifteen (15) calendar days from the date this PO was sent by Buyer. Acceptance of the offer contained in this PO is expressly limited to acceptance of the terms and conditions (collectively, the "Terms") set forth herein. This PO (including any attachments and the Confidential Disclosure Agreement that may be executed in conjunction herewith) constitutes the final and entire agreement between the parties. No other agreement or understanding nor any terms and conditions set forth in any document heretofore or hereafter delivered by one party to the other (including, without limitation, any quotation, invoice or purchase order sent by Seller to Buyer) shall become part of this PO or shall be binding on the parties unless set forth in a writing signed by both parties. The Terms cannot be amended or supplemented by oral agreement, even if supported by new consideration.
2. **DELIVERY.** Time is of the essence in the performance of this PO so that Buyer can meet its obligations to its customers. Without Buyer's prior written consent, Seller shall not make material or production commitments in advance of the lead time that Seller has advised Buyer is necessary to meet the required delivery dates. If after acknowledging and accepting this PO, Seller cannot deliver the quantities of conforming product specified on the delivery date(s) required, Seller shall use its best efforts to deliver conforming product to Buyer as soon as possible and shall be liable for any additional charges incurred for expedited shipping of such product. In addition, unless substitute delivery date(s) have been agreed to by Buyer in writing, if Seller fails to deliver the specified quantities of conforming product specified within ten (10) days of the delivery date required, Seller shall be in default under this PO.
3. **PRICES.** All amounts to be paid to Seller by Buyer shall be stated in this PO and shall be paid by Buyer within sixty (60) days after the later to occur of Buyer's receipt of product and Seller's invoice. Notwithstanding anything to the contrary herein, Buyer shall not be obligated to pay for any product delivered hereunder until Buyer has received Seller's executed acknowledgment and acceptance of this PO. Unless otherwise indicated on the face of this PO, these amounts shall include the price for the product, all applicable federal, state, and local taxes and all charges for tooling, testing, fixtures, packaging, handling, loading, unloading, storage, and shipping. If the product is being purchased for resale, Buyer's California resale permit number is SS CHA 19-677847. Each of these items for which Buyer is to be charged shall be set forth as separate line items on the face of Seller's invoice. To evidence the shipping charges, Seller shall provide Buyer with a paid freight bill or its equivalent.
4. **PACKING AND SHIPPING.** (a) Seller shall pack all items in suitable containers to protect them in shipment and storage, comply with the requirements of common carriers and obtain the lowest transportation rates available. Packages must be constructed for stocking, and packages weighing more than 75 lbs. must be packaged for handling with a mechanical device. Each package shall be marked with all necessary lifting, loading, and shipping instructions. At its option, Buyer may charge Seller for damage to any items resulting from improper packing. (b) Seller shall include Buyer's order number and part number on the packing lists it encloses with its shipments, and on each invoice and bill of lading delivered pursuant to this PO. (c) All shipments are to be made F.O.B. destination, Buyer's facility in Livermore, CA., unless otherwise indicated on the face of this PO. Buyer reserves the right to specify the carrier.
5. **INSPECTION, REJECTION AND REVOCATION OF ACCEPTANCE.** All products shipped to Buyer are subject to Buyer's inspection and approval. During Seller's performance of this PO, Seller shall not change any material or process by which any product is manufactured, machined, or assembled without Buyer's prior written request or approval. If Seller's delivery of product is nonconforming (whether such nonconformity is due to Seller's failure to meet the quantity, quality or delivery schedule specified by Buyer), Buyer reserves all the rights and remedies provided under the California Uniform Commercial Code to a purchaser of nonconforming product, except that Buyer waives its right to any consequential or

incidental damages (other than those expressly provided herein) relating to such nonconformity. The cost of freight and risk, of loss for returned nonconforming product and for any repaired or replacement product shall be borne by Seller. In exercising its rejection rights, Buyer shall have sixty (60) days after delivery of the product to inspect and accept it or notify Seller of Buyer's intent to reject such product and the reasons therefor. Any nonconforming product that is repaired by Seller shall not be returned to Buyer unless the previous rejection and correction are identified to Buyer in writing.

6. **CHANGES AND LIQUIDATED DAMAGES.** Buyer may propose changes in this PO by issuing a change order to Seller. Any such change order shall be binding on the parties upon Seller's acknowledgment and acceptance of such change order by executing it in the space provided and returning the executed copy to Buyer within fifteen (15) calendar days from the date Buyer sent it to Seller. Any change order issued shall identify the amount, if any, Buyer owes Seller for the change(s) identified in the change order which amount shall be determined after Buyer's consultation with Seller. **THE ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGE ORDER BY SELLER SHALL CONSTITUTE ITS AGREEMENT THAT THE AMOUNT IDENTIFIED ON THE CHANGE ORDER AS BEING DUE SELLER BY BUYER AS A RESULT OF THE CHANGE SHALL BE BUYER'S SOLE LIABILITY TO SELLER FOR ANY AND ALL OF ITS CLAIMS RELATED TO SUCH CHANGE.**

7. **WARRANTIES.** Seller warrants that all products delivered or redelivered hereunder shall be merchantable, new (except for warranted products which Buyer has authorized Seller to repair), free from all defects in material and workmanship, free from all defects in title(including infringement), and if of Seller's design, free from design defects. Seller further warrants that such products shall conform to applicable samples, models, drawings and specifications. All warranties herein shall run to Buyer and its successors, assigns, customers, and the users of its products. Seller's warranties shall extend for one (1) year after the date such warranted product is received by Buyer. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY SELLER.** Seller hereby assigns to Buyer any warranties on purchased products which Seller resells to Buyer, which warranties Buyer reserves the right to enforce.

8. **INFORMATION.** All specifications, drawings, sketches, plans, models, samples, processes, designs, and technical or engineering information or data, and all information about actual or potential customers, suppliers, markets or installations, whether written or oral (collectively referred to herein as "information"), furnished by or on behalf of Buyer for this PO shall remain Buyer's property at all times, and shall be returned (together with all copies) promptly to Buyer at Buyer's request. At all times, Seller shall treat such information as confidential, and shall not use, copy or disclose it to anyone but Seller's employees who have agreed to maintain the confidentiality of such information and then only to the extent necessary to perform this or other POs for Buyer. In addition, if any experimental, developmental, or research work is called for or required under this PO, Seller agrees to disclose to Buyer all results of such work and, on request, to assign to Buyer all inventions, know-how, processes, trade secrets, or other proprietary rights (whether or not patentable or copyrightable) first created, conceived, or reduced to practice in the performance of this PO. All copyrightable work or results shall be considered a work for hire. Buyer shall be entitled to recover damages, including without limitation, consequential and incidental damages, for any breach by Seller of the provisions of this paragraph or subparagraphs 9(w), (y) or (z). Unless Buyer has otherwise agreed in writing, information furnished or disclosed by or on behalf of Seller to Buyer shall not be considered to be confidential or proprietary, and shall be acquired by Buyer free of restriction. If Buyer agrees in writing that it has received confidential or proprietary information from Seller, Seller agrees that, if Buyer's customers require it, Buyer shall be permitted to release to such customers any and all of Seller's confidential or proprietary information provided Buyer obtains from such customers their agreement, in a form reasonably satisfactory to Buyer, to maintain the confidentiality of the provided information.

9. **CASTINGS, TOOLS, AND EQUIPMENT.** Unless otherwise specified on the face of this PO, all raw and machine castings, tools, dies, molds, patterns, jigs, and other equipment (collectively, and together with any modifications or replacements of any such product, shall be referred to herein as "Buyer's Parts") acquired or designed solely for the performance of this PO shall be furnished to Seller by Buyer or paid for in whole or in part by Buyer. All Buyer's Parts shall remain Buyer's property at all times. Seller shall, at its own expense, (i) provide Buyer, on request, with a list of Buyer's Parts, (ii) safely store all Buyer's Parts separately from Seller's and others' property, (iii) plainly identify Buyer's Parts as Buyer's property, and (iv) repair, maintain, and calibrate all Buyer's Parts in accordance with sound commercial practice. Without Buyer's prior written consent, Seller shall not (w) use any Buyer's Parts except in filling this or other POs for Buyer, (x) modify any Buyer's Parts, (y) allow any third party to inspect any Buyer's Parts, or (z) deliver any Buyer's Parts to any

third party. All Buyer's Parts shall be held at Seller's risk and shall be insured by Seller at its expense for an amount equal to its replacement cost and with loss payable to Buyer. All Buyer's Parts, together with all copies or duplicates thereof, shall be delivered to Buyer promptly upon request, without consideration for value added (if any) by Seller.

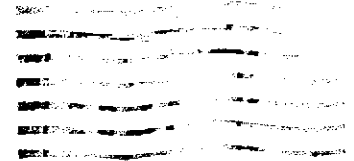
10. **TERMINATION FOR SELLER'S DEFAULT.** Buyer may, by written notice to Seller, terminate the whole or any part of this PO if (a) Seller defaults as described in paragraph 2; (b) for any reason, including without limitation, acts of God or other events outside of Seller's control, Seller fails to perform any other provision of this PO, or fails to make progress so as to endanger performance of this PO in accordance with its terms, and in either case does not cure such failure within ten (10) days after notice from Buyer specifying such failure; or (c) any proceedings, voluntary or involuntary, in bankruptcy or insolvency, are commenced by or against Seller, any trustee or receiver for any substantial portion of Seller's assets is appointed with or without Seller's consent, or Seller makes any assignment for the benefit of its creditors. In the event of such termination, Buyer shall have all the rights of a buyer against a defaulting seller provided by the Uniform Commercial Code in effect on the date of such default in the State of California, even if it is later determined by a third party that the default was excusable or not sufficiently material as to warrant termination. Seller shall continue performance of this PO to the extent not terminated. **EXCEPT WHERE THIS AGREEMENT PROVIDES OTHERWISE AND THEN ONLY TO THE EXTENT SO PROVIDED, UNDER NO CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION UPON DEFAULT OR TERMINATION FOR DEFAULT) SHALL EITHER PARTY BE LIABLE FOR OR ENTITLED TO LOST PROFITS OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

11. **COMPLIANCE WITH LAWS: GOVERNMENTAL CONTRACTS.** Seller shall comply with all applicable international, federal, state, and local laws, ordinances, codes, rules, and regulations in the performance of this PO. Seller shall also maintain appropriate workers' compensation insurance covering all employees performing work under this PO. Upon request, Seller shall deliver to Buyer all documents required to effect or evidence compliance with the requirements set forth in this paragraph. In addition, POs which specify a governmental contract number or otherwise indicate that the products purchased are intended for use under government contracts or subcontracts shall be subject to and deemed to incorporate all clauses and provisions of any laws, ordinances, codes, rules, regulations and directives which are required to be included in such contracts or subcontracts.

12. **MISCELLANEOUS.** (a) **NO SET OFF.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS PO, ANY AMOUNT OWED TO SELLER (OR ANY ASSIGNEE OR SUBCONTRACTOR OF SELLER) BY BUYER SHALL NOT BE SUBJECT TO DEDUCTION FOR ANY SET-OFF OR COUNTERCLAIM ARISING OUT OF THIS OR ANY OTHER AGREEMENT BETWEEN SELLER AND BUYER. (b) **Assignment.** Seller shall not delegate, assign or subcontract any rights or obligations under this PO (including pursuant to any acquisition, merger consolidation or reorganization) without Buyer's prior written consent. (c) **Governing Law; Jurisdiction.** This PO shall be governed by the internal laws of the State of California without application of its choice of law provisions. Seller hereby consents to the jurisdiction of the Bankruptcy Court and agrees to bring any action in connection with this Agreement only in that court as a "core" proceeding within the meaning of 28USC section 157. (d) **Waiver.** Buyer's failure to enforce any of the Terms of this PO shall not constitute a waiver of that or any other of the Terms. (e) **Audit.** Seller agrees that such part of its books and records and its plants as may relate to this PO shall be subject to inspection and audit by Buyer or Buyer's Customers at all reasonable times before and after final payment hereunder. (f) **Notices.** All notices sent pursuant to this PO shall be telecopied, with a hard copy thereafter mailed by U.S. Mail addressed to the other party, and notice shall be deemed effective on the date and time noted on sender's telecopy acknowledgment form. (g) **Marking.** If requested by Buyer, Seller shall affix to the product part identification numbers designated by Buyer.

KENETECH WINDPOWER

KENETECH WINDPOWER, INC.
6952 PRESTON AVENUE
LIVERMORE, CA 94550



34502+6577



MEASURED, OR COUNTED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS CERTIFICATE, WHO IS A RECOGNIZED AUTHORITY OF ACCURACY, AS PRESCRIBED BY CHAPTER 7 COMMENCING WITH SECTION 127001 OF DIVISION 5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE ADMINISTERED BY THE DIVISION OF MEASUREMENT STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

Check in office

ALTAMONT LANDFILL & RRF

DATE: 07/14/1997 TICK: 37175 - 1
 TIME IN: 10:44 I/O: 1
 TIME OUT: 11:14
 STAGE TICKET: 39537

CARRIER: (M) M TRANSPORTATION TRAILER#:
 TRUCK#: M4 END DUMP
 CUSTOMER: CASH CASH CUSTOMERS ALTAMONT LANDFILL
 GENERATOR: YEM KENETECH WIND POWER PROFILE 475995
 ORIGIN: LI7 LIVERMORE

MANIFEST	WASTE DESCRIPTION	QUAN.	PER	RATE	AMOUNT	TAX	FEE
TAL	020 CLASS II COVER 601	16.22	T	20.00	324.40	0.00	0.00

1.40

GROSS: 68340 P2 LBS
 TARS: 35900 P2 LBS
 NET: 32440 LBS TONS: 16.22

CUSTOMER: *L. A. Lopez*
 WEIGHMASTER: *F.P.*

WEIGH IN CLERK: FELIX PENA

WEIGH OUT CLERK: HALL, LUOLA

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR COUNTED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS

BUSINESS AND PROFESSIONS CODE ADMINISTERED BY THE DIVISION OF MEASUREMENT
STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

ALTAMONT LANDFILL & RRF

DATE: 07/14/1997 TICK: 37209 - 1
TIME IN: 13:08 I/O: I
TIME OUT: 13:39
STAGE TICKET: 39570

CARRIER: (M) M TRANSPORTATION
TRUCK#: 24 END DUMP TRAILER#:
CUSTOMER: CASH CASH CUSTOMERS ALTAMONT LANDFILL
GENERATOR: KEN KENETECH WIND POWER
ORIGIN: LIV LIVERMORE PROFILE 475995

MANIFEST	WASTE DESCRIPTION	QUAN.	PER	RATE	AMOUNT	TAX	FEE
TAL							
	C2C CLASS II COVER SOI	18.95	T	20.00	379.00	0.00	0.00

GROSS: 73900 PA LBS
TARE: 36000 PA LBS
NET: 37900 LBS TONS: 18.95

CUSTOMER: J. A. Lopez

WEIGHMASTER: F. D.

WEIGH IN CLERK: RAMIREZ, JOSE

WEIGH OUT CLERK: FELIX PENA

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED,
MEASURED, OR COUNTED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS

... ..

CHAPTER 7 COMMENCING WITH SECTION 127001 OF DIVISION 5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE ADMINISTERED BY THE DIVISION OF MEASUREMENT STANDARDS OF THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE.

ALTAMONT LANDFILL & RRF

DATE: 07/14/1997 TICK: 37251 -
 TIME IN: 16:19 (70: 1
 TIME OUT: 16:41

STAGE TICKET 396

CARRIER: (M) M TRANSPORTATION
 TRUCK#: M4 END DUMP TRAILER#:
 CUSTOMER: CASH CASH CUSTOMERS ALTAMONT LANDFILL
 GENERATOR: KEN KENETECH WIND POWER
 ORIGIN: LIV LIVERMORE

PROFILE 475996

MANIFEST	WASTE DESCRIPTION	QUAN.	PER	RATE	AMOUNT	TAX	FEE
TAL							
	C2C CLASS II COVER SOI	22.35	T	20.00	447.00	0.00	0.00

GROSS: 81260 PB LBS
 TARE: 36560 PB LBS
 NET: 44700 LBS TONS: 22.35

CUSTOMER: *L. D. Lopez*
 WEIGHMASTER: *[Signature]*

WEIGH IN CLERK: JOHN PITA

WEIGH OUT CLERK: JOHN PITA

THIS IS TO CERTIFY THAT THE FOLLOWING DESCRIBED COMMODITY WAS WEIGHED, MEASURED, OR COUNTED BY A WEIGHMASTER WHOSE SIGNATURE IS ON THIS CERTIFICATE, WHO IS A RECOGNIZED AUTHORITY OF ACCURACY, AS PRESCRIBED BY CHAPTER 7 COMMENCING WITH SECTION 127001 OF DIVISION 5 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE ADMINISTERED BY THE DIVISION OF MEASUREMENT

KENETECH WINDPOWER, INC.
DEBTOR IN POSSESSION
ESTATE ACCOUNT
6952 Preston Avenue
Livermore, CA 94550
Phone: (510) 455-6012

DRAWN ON
Sanwa Bank California
San Francisco, CA 94111

CHECK NUMBER

202337

11-40
1210

DATE		AMOUNT
7-11-97		1,150.40

One Thousand One Hundred Fifty & 40/100

PAY
TO
THE
ORDER
OF

ALTAMONT LANDFILL



AUTHORIZED SIGNATURE

THIS CHECK IS NOT TO EXCEED \$2500.00

ORIGINAL CHECK HAS HAS FLOURCENT FIBERS IN PAPER, RED CHECK NUMBERS IMAGE THROUGH TO THE BACK OF SHEET AND PAPER IS CHEMICAL REACTIVE.

⑈ 202337⑈ ⑆ 121000400⑆ 0666⑈ 28576⑈

"M" TRANSPORTATION

1264 Hartman Rd.
Livermore, CA 94550

PHONE (415) 449-4380
P.U.C. PERMIT NUMBER T149498

OFFICE USE	DATE
	JOB
	FREIGHT BILL 2054
	TRK
	LDS
	HRS
	TNS
	DIST. RATE NOTICE AND DATE

DATE: 7-14-97		MATERIAL:	TYPE OF LOADING: BELT <input type="checkbox"/> HOT PLANT <input type="checkbox"/> OTHER <input type="checkbox"/>
DESTINATION: WHERE MAT'L DELIVERED		Dyer Rd.	
POINT OF ORIGIN: WHERE MAT'L WAS LOADED		1264 Hartman Rd. Livermore	
CONSIGNOR: WHO OWNED MAT'L		CONSIGNOR ADDRESS	
CONSIGNEE: WHO REC'D MAT'L		CONSIGNEE ADDRESS	
DEBTOR: CONTRACTOR		DEBTOR ADDRESS	

TARE: WT:	AND TIME:	MILEAGE:	WHEN ZONE RATES APPLY: PROD. AREA: DEL. ZONE:	YARDAGE CAPY IF APPLICABLE:
-----------	-----------	----------	---	-----------------------------

TAG NUMBER	WEIGHT	LOADING TIMES		LEAVE SCALES	UNLOADING TIMES		REMARKS
		ARRIVE	DEPART		ARRIVE	DEPART	
1 37175		8:30	10:30	11:15	10:45	11:20	8:00 - 5:00
2 37209		11:40	12:45	1:39	1:00	1:39	
3 3725		2:10	4:00	4:41			
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

A START TIME: 5:00	B BEGINNING TIME OF LAST LOAD	C LOADED TRAVEL TIME OF LAST LOAD IN MINUTES:	G ELAPSED UNLOADING TIME OF LAST LOAD IN MINUTES
D LINE C x 2 ADDED TO LAST LOAD TIME B = END TIME: 5:00	E FROM LINE A TO LINE D IS TOTAL TIME: 9 hrs	F TIME DEBTOR SHOULD NOT HAVE TO PAY FOR (SHOW DOWN TIME, LUNCH, ETC IN REMARKS) DEDUCTIONS:	H LINE E LESS LINE F = NET TIME:
DRIVER'S SIGNATURE: <i>L.A. Lopez</i>	SUBHAULER'S CAL T-NO.	NO OF AXLES:	RATE AND CHARGES
X UNDERLYING CARRIER ADDRESS	LICENSE NUMBERS	TRUCK NO.	TONS OR HRS
	TRUCK	CHECK IF UNDER 56" BETWEEN 1ST AND LAST AXLES <input type="checkbox"/>	RATE
	SEMI	CONSIGNEE SIGNATURE: <i>Meda...</i>	AMOUNT DUE
	PULL		

TERMS: NET 10TH PROX. CONSIGNEE TO PAY ANY LEGAL FEES FOR COLLECTION OF DELINQUENT ACCOUNTS. PLUS THE LEGAL RATE OF INTEREST OF 1 1/2% PER MONTH OR 18% PER YEAR WILL BE CHARGED FOR ALL PAST DUE ACCOUNTS. WE MAKE ALL DELIVERIES INSIDE CURB AND ON LOT AT CUSTOMER'S RISK ONLY AND ACCEPT NO RESPONSIBILITY FOR DAMAGES RESULTING FROM SUCH DELIVERIES THESE CHARGES INCLUDE (1) FEES TO PAY FOR REGULATION OF TRANSPORTATION COMPANIES BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND (2) TAXES PAID TO CALIFORNIA CITIES INSTEAD OF EXCISE OR BUSINESS LICENSE TAXES THEY COULD OTHERWISE IMPOSE



GENERATOR'S WASTE PROFILE SHEET

PLEASE PRINT IN INK OR TYPE

Service Agreement on File? YES NO

Profile Number: WMI _____

Renewal Date: 1 / 1 / _____

A. Waste Generator Information

- | | |
|---|---|
| 1. Generator Name: <u>KENETECH WINDPOWER</u> | 2. SIC Code: _____ |
| 3. Facility Street Address: <u>652 Preston Ave.</u> | 4. Phone: <u>(510) 455-6012</u> |
| 5. Facility City: <u>LIVERMORE</u> | 6. State/Province: <u>CA.</u> |
| 7. Zip/Postal Code: <u>94550</u> | 8. Generator USEPA/Federal ID #: _____ |
| 9. County: <u>ALAMEDA</u> | 10. State/Province ID #: _____ |
| 11. Customer Name: <u>SAME AS ABOVE</u> | 12. Customer Phone: <u>(510) 455-3103</u> |
| 13. Customer Contact: <u>JEFF REILLEY</u> | 14. Customer Fax: <u>SIC 455-3214</u> |

B. Waste Stream Information

1. Name of Waste: Contaminated Soil 2. State Waste Code: _____
3. Process Generating Waste: Padmounted transformer captured its tank leaking Mineral oil approx 390 GALLONS. No PCBs
4. Estimated Annual Volume: 60 Tons Yards Other (specify) _____
5. Personal Protective Equipment Requirements: _____
6. Transporter/Transfer Station: JOHN GANDELFO EXCAVATION
7. Is this a U.S. Department of Transportation (USDOT) Hazardous Material? (If no, skip 8, 9, & 10)..... YES NO
8. Reportable Quantity (lbs.; kgs.): _____ 9. Hazard Class/ID #: _____
10. USDOT Shipping Name: _____

Check if additional information is attached. Indicate the number of attached pages: _____

C. Generator's Certification (Please check appropriate responses, sign, and date below.)

1. Is the waste represented by this waste profile sheet a "Hazardous Waste," as defined by USEPA, Canadian, Mexican and/or state/province regulation, in the location where generated or ultimately managed?..... YES NO
2. Does the waste represented by this waste profile sheet contain regulated radioactive material or regulated concentrations of Polychlorinated Biphenyls (PCBs)?..... YES NO
3. Does this waste profile sheet and all attachments contain true and accurate descriptions of the waste material?..... YES NO
4. Has all relevant information within the possession of the Generator regarding known or suspected hazards pertaining to the waste been disclosed to the Contractor?..... YES NO
5. Is the analytical data attached hereto derived from testing a representative sample in accordance with 40 CFR 261.20 (c) or equivalent rules?..... NA YES NO
6. Will all changes that occur in the character of the waste be identified by the Generator and disclosed to the Contractor prior to providing the waste to the Contractor?..... YES NO

Certification Signature: Jeff Reilley

Name (Type or Print): JEFF REILLEY

Title: Power Systems Supervisor

Company Name: Kenetech Windpower

Date: 7-10-97

D. WMI Management's Decision

FOR WMI USE ONLY

1. Management Method: Landfill Solidify Bioremediation Other (Specify) _____
2. Proposed Ultimate Management Facility: _____ 3. Hours of acceptance: _____ NA
4. Supplemental Information: _____

5. Precautions, Special Handling Procedures, or Limitations on Approval: _____

Special Waste Decision..... Approved Disapproved

Salesperson's Signature: _____

Date: _____

Division Approval Signature (Optional): _____

Date: _____

Special Waste Approvals Person Signature: _____

Date: _____

Altamont Landfill and Resource Recovery Facility
 10840 Altamont Pass Road
 Livermore, California 94550
 510/449-6349 • FAX: 510/455-7311



A Waste Management Company

July 10, 1997

Jeff Reilley
 Kenetech Windpower, Inc.
 6952 Preston Ave.
 Livermore, CA 94550

BY FAX: (510)455-3214

Subject: Approval of Profile #475996

Altamont Landfill and Resource Recovery Facility (Altamont) is pleased to submit this approval for the management of Soil .

<u>Waste Description</u>	<u>Rate</u>
Class II Cover Soil	\$20.00/ton

**Late fees will be assessed on balances exceeding 45 days.*

The above rate is applicable to profile #475996 which expires December 31, 1997. Currently, no fees are associated with the above waste description, however regulations could change and these would need to be charged upon implementation. This approval will be attached to your signed service agreement with Altamont upon commencement of the project. You will receive a copy of the signed Special Waste Approval Form for your waste, along with a completed Acceptance Form.

Please provide a copy of the Acceptance Form to each truck driver to submit to our scale house upon arrival at the landfill. Please contact us at (510)455-7317 or 1-800-449-6349 to schedule delivery at least 24 hours prior to anticipated arrival at Altamont.

Thank you for the opportunity to provide service for your waste disposal. If you have any questions or need further assistance, please feel free to contact us.

Sincerely,
 Altamont Landfill and Resource Recovery Facility

Neemia Vieira
 Neemia Vieira
 Customer Service Representative



Waste Management of Alameda County
10840 Altamont Pass Road
Livermore, CA 94550
(510) 449-6349
FAX (510) 447-7543

SERVICE AGREEMENT
NON-HAZARDOUS WASTE DISPOSAL

The above-named disposal facility and corporation are referred to herein as "Facility" and "Contractor," respectively.

CUSTOMER'S BILLING NAME
Kenetech Windpower, Inc

CUSTOMER'S BILLING ADDRESS
6952 Preston Ave

CITY, STATE/PROVINCE, ZIP/POSTAL CODE
Livermore, CA 94550

CUSTOMER CONTACT
Jeff Reilly

PHONE NUMBER
(510) 455-3103

BANK REFERENCE
Sanwa Bank

BANK CONTACT
PHONE NUMBER
()

Credit may be extended to Customer after appropriate credit information, in a form acceptable to Contractor, has been presented to and reviewed by Contractor. Contractor may, in its sole discretion, require a collateral deposit (in the form of cash, letter of credit or surety bond) acceptable to Contractor. It is the responsibility of the Customer to keep said collateral deposit current. Collateral deposits, where utilized, may be adjusted when there is an increase in disposal tonnage and/or rates. Collateral deficiencies must be corrected within 30 days of notice of required adjustment.

This is a legally binding contract, and Contractor agrees to provide and Customer agrees to accept the waste disposal services subject to the terms and conditions specified in this contract.

ESTIMATED MONTHLY AMOUNT OF WASTE FOR DISPOSAL:

60 YARDS (estimated)
(Include units e.g., cubic yards, pounds, kilograms)

SPECIAL INSTRUCTIONS:

INCIDENTAL SPECIAL WASTE TYPES AND AMOUNTS:

THE TERMS AND CONDITIONS ON REVERSE SIDE AND THE ATTACHED CONTRACTOR'S DEFINITION OF SPECIAL WASTE ARE PART OF THIS AGREEMENT.

CUSTOMER
Authorized Signature
Power Systems Supervisor
Title

CONTRACTOR
Representative
Title

JUN 16 '97 14:13 ABB SERVICE INC.
 Fused-Fax Brand fax transmittal memo 7671 # of pages > 5

To BOB WALTER	From JOHN ALLEN
Co. ABB SERV. HAYWARD	Co. ABB
Dept.	Phone #
Fax # 510-887-4523	Fax #

231 P02

500 L...
WEMCO C

PENNZOIL PRODUCTS COMPANY

1. PRODUCT IDENTIFICATION

MANUFACTURER'S NAME PENNZOIL COMPANY

CAS NUMBER: MIXTURE
MSDS CODE: 008050ADDRESS P.O. BOX 2967
HOUSTON, TX 77252-2967

NFPA HAZARD IDENTIFICATION

DEGREE OF HAZARD	HAZARD RATINGS
HEALTH: 1	0-LEAST
FIRE: 1	1-SLIGHT
REACTIVITY: 0	2-MODERATE
	3-HIGH
	4-EXTREME

EMERGENCY TELEPHONE NO. (800) 546-6040

TRADE NAME: INITIATED TRANSFORMER OIL

SYNONYMS: PETROLEUM HYDROCARBON DISTILLATE

BY: ENVIRONMENTAL, SAFETY & HEALTH
(800) 546-6227EFFECTIVE DATE: OCTOBER 26, 1985
SUPERSEDES DATE: OCTOBER 26, 1995

2. INGREDIENTS

COMPONENT NAME CAS NUMBER	HAZARDOUS IN BLEND	PERCENTAGE		COMPONENT EXPOSURE LIMIT	UNIT
		MIN	MAX		
LIGHT NAPHTHENIC HYDROTREATED DISTILLATE 64742-53-6	NO	99	TO 100	OSHA PEL ACGIH TLV	NO LIMIT NO LIMIT
OXIDATION STABILIZER TRADE SECRET	NO	<	1	OSHA PEL ACGIH TLV	NO LIMIT NO LIMIT
ALKYL NAPHTHALENES MIXTURE	NO	<	1	OSHA PEL ACGIH TLV	NO LIMIT NO LIMIT

3. HEALTH INFORMATION AND PROTECTION

EYE CONTACT: THIS PRODUCT IS PRACTICALLY NON-IRRITATING TO THE EYES UPON DIRECT CONTACT. BASED ON TESTING OF SIMILAR PRODUCTS AND/OR COMPONENTS.

SKIN CONTACT: AVOID SKIN CONTACT; THIS PRODUCT MAY CAUSE SLIGHT SKIN IRRITATION UPON DIRECT CONTACT. BASED ON TESTING OF SIMILAR PRODUCTS AND/OR COMPONENTS. PROLONGED OR REPEATED CONTACT MAY RESULT IN CONTACT DERMATITIS WHICH IS CHARACTERIZED BY DRYNESS, CHAPPING, AND REDDENING. THIS CONDITION MAY MAKE THE SKIN MORE SUSCEPTIBLE TO OTHER IRRITANTS, SENSITIZERS, AND DISEASE. PROLONGED OR REPEATED CONTACT MAY RESULT IN OIL ACNE WHICH IS CHARACTERIZED BY BLACKHEADS WITH POSSIBLE SECONDARY INFECTION. SEE HEALTH DATA SECTION BELOW.

JUN 16 '97 14:14

ABB SERVICE INC.

231 P03

CODE: 008050 NAME: INHIBITED TRANSFORMER OIL

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INHALATION: THIS PRODUCT HAS A LOW VAPOR PRESSURE AND IS NOT EXPECTED TO PRESENT AN INHALATION HAZARD AT AMBIENT CONDITIONS. CAUTION SHOULD BE TAKEN TO PREVENT AEROSOLIZATION OR MISTING OF THIS PRODUCT. THE PERMISSIBLE EXPOSURE LIMIT (PEL) AND THRESHOLD LIMIT VALUE (TLV) FOR THIS PRODUCT AS OIL MIST IS 5 MG/M3. EXPOSURES BELOW 5 MG/M3 APPEAR TO BE WITHOUT SIGNIFICANT HEALTH RISK. THE SHORT-TERM EXPOSURE LIMIT FOR THIS PRODUCT AS AN OIL MIST IS 10 MG/M3.

INGESTION: DO NOT INGEST. INGESTION IS RELATIVELY NON-TOXIC UNLESS ASPIRATION OCCURS. ASPIRATION MAY LEAD TO CHEMICAL PNEUMONITIS WHICH IS CHARACTERIZED BY PULMONARY EDEMA AND HEMORRHAGE AND MAY BE FATAL. SIGNS OF LUNG INVOLVEMENT INCLUDE INCREASED RESPIRATORY RATE, INCREASED HEART RATE, AND A BLUISH DISCOLORATION OF THE SKIN. COUGHING, CHOKING, AND GAGGING ARE OFTEN NOTED AT THE TIME OF ASPIRATION. GASTROINTESTINAL DISCOMFORT MAY DEVELOP, FOLLOWED BY VOMITING WITH A FURTHER RISK OF ASPIRATION. THIS PRODUCT HAS LAXATIVE PROPERTIES AND MAY RESULT IN ABDOMINAL CRAMPS AND DIARRHEA. SEE HEALTH DATA SECTION BELOW.

HEALTH DATA: ON RARE OCCASIONS, PROLONGED AND REPEATED EXPOSURE TO OIL MIST POSES A RISK OF PULMONARY DISEASE SUCH AS CHRONIC LUNG INFLAMMATION. THIS CONDITION IS USUALLY ASYMPTOMATIC AS A RESULT OF REPEATED SMALL ASPIRATIONS. SHORTNESS OF BREATH AND COUGH ARE THE MOST COMMON SYMPTOMS.

THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER HAS CONCLUDED THAT HIGHLY REFINED MINERAL OILS ARE GROUP 3 SUBSTANCES, "NOT CLASSIFIABLE AS TO THEIR CARCINOGENICITY TO HUMANS," BASED ON INADEQUATE HUMAN AND INADEQUATE ANIMAL EVIDENCE. THIS SUBSTANCE IS NOT CARCINOGENIC ACCORDING TO THE OSHA HAZARD COMMUNICATION STANDARD.

4. EMERGENCY & FIRST AID PROCEDURES

EYE CONTACT: IMMEDIATELY FLUSH EYES WITH LARGE AMOUNTS OF WATER AND CONTINUE FLUSHING UNTIL IRRITATION SUBSIDES. IF MATERIAL IS HOT, TREAT FOR THERMAL BURNS AND TAKE VICTIM TO HOSPITAL IMMEDIATELY.

SKIN CONTACT: REMOVE CONTAMINATED CLOTHING. WASH CONTAMINATED AREA THOROUGHLY WITH SOAP AND WATER. IF REDNESS OR IRRITATION OCCURS, SEEK MEDICAL ATTENTION. IF MATERIAL IS HOT, SUBMERGE INJURED AREA IN COLD WATER. IF VICTIM IS SEVERELY BURNED, REMOVE TO A HOSPITAL IMMEDIATELY.

INHALATION: THIS MATERIAL HAS A LOW VAPOR PRESSURE AND IS NOT EXPECTED TO PRESENT AN INHALATION EXPOSURE AT AMBIENT CONDITIONS.

INGESTION: DO NOT INDUCE VOMITING. DO NOT INDUCE VOMITING DUE TO ASPIRATION HAZARD. IF VOMITING OCCURS LOWER HEAD BELOW KNEES TO AVOID ASPIRATION. SEEK MEDICAL ATTENTION. SEEK IMMEDIATE MEDICAL ATTENTION.

5. PERSONAL HEALTH PROTECTION INFORMATION

EYE PROTECTION: EYE PROTECTION IS NOT REQUIRED UNDER CONDITIONS OF NORMAL USE. IF MATERIAL IS HANDLED SUCH THAT IT COULD BE SPLASHED INTO EYES, WEAR PLASTIC FACE SHIELD OR SPLASH-PROOF SAFETY GOGGLES.

JUN 16 '97 14:15

ABB SERVICE INC.

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CCDE: 008090 NAME: INHIBITED TRANSFORMER OIL

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SKIN PROTECTION: NO SKIN PROTECTION IS REQUIRED FOR SINGLE, SHORT DURATION EXPOSURES. FOR PROLONGED OR REPEATED EXPOSURES, USE IMPERVIOUS CLOTHING (BOOTS, GLOVES, APRONS, ETC.) OVER PARTS OF THE BODY SUBJECT TO EXPOSURE. IF HANDLING HOT MATERIAL, USE INSULATED PROTECTIVE CLOTHING (BOOTS, GLOVES, APRONS, ETC.). LAUNDRY SOILED CLOTHES. PROPERLY DISPOSE OF CONTAMINATED LEATHER ARTICLES INCLUDING SHOES, WHICH CANNOT BE DECONTAMINATED.

RESPIRATORY PROTECTION: RESPIRATORY PROTECTION IS NOT REQUIRED UNDER CONDITIONS OF NORMAL USE. IF VAPOR OR MIST IS GENERATED WHEN THE MATERIAL IS HEATED OR HANDLED, USE AN ORGANIC VAPOR RESPIRATOR WITH A DUST AND MIST FILTER. ALL RESPIRATORS MUST BE NIOSH CERTIFIED. DO NOT USE COMPRESSED OXYGEN IN HYDROCARBON ATMOSPHERES.

VENTILATION: IF VAPOR OR MIST IS GENERATED WHEN THE MATERIAL IS HEATED OR HANDLED, ADEQUATE VENTILATION IN ACCORDANCE WITH GOOD ENGINEERING PRACTICE MUST BE PROVIDED TO MAINTAIN CONCENTRATIONS BELOW THE SPECIFIED EXPOSURE OR FLAMMABLE LIMITS.

OTHER: CONSUMPTION OF FOOD AND BEVERAGE SHOULD BE AVOIDED IN WORK AREAS WHERE HYDROCARBONS ARE PRESENT. ALWAYS WASH HANDS AND FACE WITH SOAP AND WATER BEFORE EATING, DRINKING, OR SMOKING.

6. FIRE PROTECTION INFORMATION

FLASH POINT: 300 F

TEST METHOD: C.C.C.

AUTOIGNITION TEMPERATURE: NO DATA

TEST METHOD: NO DATA

FLAMMABLE LIMITS IN AIR % BY VOLUME

LOWER: NO DATA

UPPER: NO DATA

EXTINGUISHING MEDIA: USE DRY CHEMICAL, FOAM, OR CARBON DIOXIDE.

SPECIAL FIRE FIGHTING PROCEDURES: WATER MAY BE INEFFECTIVE BUT CAN BE USED TO COOL CONTAINERS EXPOSED TO HEAT OR FLAME. CAUTION SHOULD BE EXERCISED WHEN USING WATER OR FOAM AS FROTHING MAY OCCUR, ESPECIALLY IF SPRAYED INTO CONTAINERS OF HOT, BURNING LIQUID.

UNUSUAL FIRE AND EXPLOSIVE CONDITIONS: DENSE SMOKE MAY BE GENERATED WHILE BURNING. CARBON MONOXIDE, CARBON DIOXIDE, AND OTHER OXIDES MAY BE GENERATED AS PRODUCTS OF COMBUSTION.

JUN 16 '97 14:15 ABB SERVICE INC.

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JUN-16-97 14:41 FROM:ABB POWER T&D CO. INC.

ID:573 858 6382

CODE: 008050 NAME: INHIBITED TRANSFORMER OIL

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7. REACTIVITY DATA

STABILITY (THERMAL, LIGHT, ETC.): STABLE

CONDITIONS TO AVOID: NONE

HAZARDOUS POLYMERIZATION: WILL NOT OCCUR

CONDITIONS TO AVOID: NONE

INCOMPATIBILITY MATERIALS TO AVOID: MAY REACT WITH STRONG OXIDIZING AGENTS.

HAZARDOUS DECOMPOSITION PRODUCTS: NONE

8. ENVIRONMENTAL PRECAUTIONSSTEPS TO BE
TAKEN IF
MATERIAL IS
RELEASED OR
SPILLED:

CONSULT HEALTH EFFECT INFORMATION IN SECTION III, PERSONAL HEALTH PROTECTION INFORMATION IN SECTION V, FIRE PROTECTION INFORMATION IN SECTION VI, AND REACTIVITY DATA IN SECTION VII. NOTIFY APPROPRIATE AUTHORITIES OF SPILL. CONTAIN SPILL IMMEDIATELY. DO NOT ALLOW SPILL TO ENTER SEWERS OR WATERCOURSES. REMOVE ALL SOURCES OF IGNITION. ABSORB WITH APPROPRIATE INERT MATERIAL SUCH AS SAND, CLAY, ETC. LARGE SPILLS MAY BE PICKED UP USING VACUUM PUMPS, SHOVELS, DUCKETS, OR OTHER MEANS AND PLACED IN DRUMS OR OTHER SUITABLE CONTAINERS.

WASTE DISPOSAL
METHOD:

ALL DISPOSALS MUST COMPLY WITH FEDERAL, STATE, AND LOCAL REGULATIONS. THE MATERIAL, IF SPILLED OR DISCARDED, MAY BE A REGULATED WASTE. REFER TO STATE AND LOCAL REGULATIONS. CAUTION: IF REGULATED SOLVENTS ARE USED TO CLEAN UP SPILLED MATERIAL, THE RESULTING WASTE MIXTURE MAY BE REGULATED. DEPARTMENT OF TRANSPORTATION (DOT) REGULATIONS MAY APPLY FOR TRANSPORTING THIS MATERIAL WHEN SPILLED. WASTE MATERIAL MAY BE LANDFILLED OR INCINERATED AT AN APPROVED FACILITY. MATERIALS SHOULD BE RECYCLED IF POSSIBLE.

9. MISCELLANEOUSHANDLING AND
STORAGE
REQUIREMENTS:

DO NOT TRANSFER TO UNMARKED CONTAINERS. STORE IN CLOSED CONTAINERS AWAY FROM HEAT, SPARKS, OPEN FLAME, OR OXIDIZING MATERIALS. FIRE EXTINGUISHERS SHOULD BE KEPT READILY AVAILABLE. SEE NFPA 10 AND OSHA 1910.106--FLAMMABLE AND COMBUSTIBLE LIQUIDS.

ADDITIONAL
INFORMATION:

THIS PRODUCT IS NOT KNOWN TO CONTAIN ANY SARA TITLE III, SECTION 313 REPORTABLE CHEMICALS AT OR GREATER THAN 1.0% (0.1% FOR CARCINOGENS).

ALL INGREDIENTS OF THIS PRODUCT ARE LISTED ON THE TOXIC SUBSTANCES CONTROL ACT (TSCA) INVENTORY.

DOT: NOT REGULATED BY THE DEPARTMENT OF TRANSPORTATION.

JUN 16 '97 14:16

ABB SERVICE INC.

231 P06

CODE: 008090 NAME: INHIBITED TRANSFORMER OIL

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10. PHYSICAL PROPERTIES

BOILING POINT: TRP 580 F FP 670 F	PERCENT VOLATILE: NO DATA
MELTING POINT: POUR POINT < - 50 F	VAPOR DENSITY (AIR=1): NO DATA
APPEARANCE: COLORLESS LIQUID	EVAPORATION RATE (EE=1): NO DATA
ODOR: MILD LUBE ODOR	SPECIFIC GRAVITY: .89
VAPOR PRESSURE: NO DATA	MOLECULAR WEIGHT: VARIES
SOLUBILITY: EMULSIFIES IN WATER. SOLUBLE IN HYDROCARBONS.	

DISCLAIMER OF WARRANTY:

THE INFORMATION CONTAINED HEREIN IS BASED UPON DATA AVAILABLE TO US, AND REFLECTS OUR BEST PROFESSIONAL JUDGEMENT. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY USE, OR ANY OTHER WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF SUCH DATA, THE RESULTS TO BE OBTAINED FROM THE USE THEREOF, OR THAT ANY SUCH USE DOES NOT INFRINGE ANY PATENT. SINCE THE INFORMATION CONTAINED HEREIN MAY BE APPLIED UNDER CONDITIONS OF USE BEYOND OUR CONTROL AND WITH WHICH WE MAY BE UNFAMILIAR, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE RESULTS OF SUCH APPLICATION. THIS INFORMATION IS FURNISHED UPON THE CONDITION THAT THE PERSON RECEIVING IT SHALL MAKE HIS OWN DETERMINATION OF THE SUITABILITY OF THE MATERIAL FOR HIS PARTICULAR PURPOSE.

Sequence Of Events Report

Site: Ralph
 Date Of Occurrence: 6/12/1997
 Description Of Event: Ralph Main Breaker tripped
 Interconnecting Utility: PG&E
 Technician: Jeff Reilley Mike Homen Mike Daniel Roy Joiner
 Partnership affected : 527

Time Of Occurrence

Livermore Time	Description Of Events
12-Jun-97	
10:19	Ralph Main Breaker Tripped.
10:35	Field Maintenance crew reports a LOMA Turbine at 4655 landing on the padmount transformer RAXF0118 rupturing the radiator and causing a oil leak. Approx. 395 gallons of Mineral Oil.
10:54	Isolated problem and closed back in the Main Breaker and all feeders except feeder # 4.
11:21	Opened Riser 545 Isolating RAXF0118 and closed back in feeder # 4
14:15	Installed High Voltage feed thrus and closed in Riser 545. Regaining power and Communication to all turbines except 4652-4658.
15:00	Met with Bill Saleen and John Gandolfo on plan to excavate. Glen Meeks notified landowner.
13-Jun-97	
8:45	Opened Riser 545 for safety clearance . John Gandolfo begins excavating transferring the contaminated soil onto a 60' x 40' tarp.
10:00	Contacted and reported spill at approximately 10:00 a.m. on June 13, 1997 to Gordon Coleman, County of Alameda, Department of Environmental Health. 510-567-6700.
11:00	Removed the damaged 750 KVA transformer and installed spare 750 KVA padmount transformer. Terminated the high voltage and secondary side.
13:00	All contaminated soil has been placed on a polyurethane tarp and covered by a 60' x 40' polyurethane tarp. Approx. size of excavation is 25' x 25' x 3'. Removed 4 soil samples at locations designated by Safety Engineer, Brian Soil sample tubes provided by Chromolab.
13:15	Closed in Riser 545 all turbines are in their previous status except 4655.
15:40	Contacted and reported spill at approximately 15:40 p.m. on June 13, 1997 to Ms. Gerry Lynn Peterson, California Office of Emergency Services (OES), 1-800-852-7550. Control number #972367 was given to the spill from the State of California.

Plan Completion Date Week of:	Pending Activities
6/20/97	Verify through Alameda County, acceptable levels of contamination that can be left in ground at spill site. Spoke with Eva Chu of the Alameda County and she stated that the test results should be under 1000 mg/kg
6/20/97	Verify through Alameda County soil testing requirements. Verified that the TEPH was the proper testing requirements.
6/20/97	Complete and submit Emergency Incident Report (Form HWM 6-2[3]) to DTSC. Faxed the form to Arlre Leri at Alameda County. 7/8/97
6/20/97	Send soil samples to Chromalab for testing per Alameda County requirements. (PCB's, oil and grease). Completed the chain of custody and sent the initial (4) samples to Chromalab for TEPH tests 6/20/97
6/27/97	Review soil sample test results with Alameda County and obtain permission to proceed with clean-up. Samples of the cleaned area came back with the diesel levels too high 1700 mg/kg..... Reference the sheet / map for sample I.D. locations.
7/10/97	Spoke with Eva Chu about the levels being too high and she stated that we should excavate 1 more foot and then re-sample and test for TEPH. Excavated 1 foot and sent out 2 new samples to Chromalab.
7/14/97	Received the results from the 2 samples taken after the additional 1 foot excavation. The results were well below the specified limits of 1000 mg/kg . 7/14/97
7/8/97	Identify Waste Disposal facility and transportation method. Contacted Dave Grede from Waste Management and coordinated the disposal of the contaminated soil. Dave required us to run a additional BTEX test before he would be able to accept the soil.
7/8/97	Requested Chromalab to run the additional test BTEX on the (4) initial samples.
7/10/97	Complete and submit waste profile to Waste Disposal facility and obtain permission to dispose. Faxed Dave the results of the BTEX test and the completed Waste profile form and received permission to proceed with disposal.
7/14/97	Dispose of contaminated soil at designated Waste Disposal facility. Waste Management assigned us profile # 475996. John Gandolfo and (M Transportation) transported soil to Waste Management Facility on Altamont Pass Rd. Total Cost \$ 1150.40 7/14/97
7/21/97	Received voice mail message from Eva Chu stating that the test results are acceptable and we can backfill the excavated area.
7/24/97	Backfill & compact excavated area with clean soil. Completed Thursday 7/24/97

Madullah,

In reference to sample # 3, the sample taken from under the concrete slab. We have excavated approx. 1 foot under the concrete slab, removing as much contaminated soil from the underside as possible without compromising the integrity of the concrete slab that supports approx. 8,000 lbs. If you have any further questions you can call me at (510) 455-3103

Thank You

Jeff Reilley