

STATE OF MONTANA
Office of the Governor
EXECUTIVE ORDER NO. 7-78

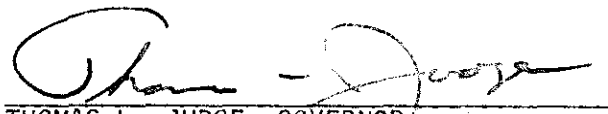
Executive Order establishing Montana as a member of Western SUN.

I, THOMAS L. JUDGE, in accordance with the authority vested in me as Governor by the laws and Constitution of the State of Montana, in awareness of the important contribution that the full and timely development of solar energy can make to the well-being of the citizens of Montana, and in acknowledgement of the terms of the Western Solar Utilization Network (Western SUN) Agreement attached hereto, do hereby declare and order that the State of Montana be henceforth a member of the Western Solar Utilization Network as more fully described in the Agreement.


In accordance with the terms of the Agreement, I further appoint Randall Moy to be the Director from Montana on the Board of Directors of the Western SUN. Mr. Moy shall regularly report to me on the activities of Western SUN and on the opportunities for development of solar energy in Montana.



GIVEN under my hand and the GREAT SEAL of the State of Montana, this third day of May, in the year of our LORD, One Thousand, Nine Hundred Seventy-eight.


THOMAS L. JUDGE, GOVERNOR
State of Montana

ATTEST:


FRANK MURRAY, SECRETARY OF STATE
State of Montana

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RESCINDED
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The Governors executing orders conforming to the terms of this instrument do hereby agree as follows:

Section I

This is a supplementary agreement entered into pursuant to Article VII of the Western Interstate Nuclear Compact. The activities to which this Agreement pertains are within the power of the Western Interstate Nuclear Board (WINB) under the provisions of Article V of the Compact, and in particular, under sections (a), (b), (c), (d), (h), (i), (j), and (m) thereof, but have not been undertaken by WINB to the extent provided for herein.

Section II

There is hereby created the Western Solar Utilization Network (Western SUN), as an instrumentality of each of the States made a party to this Agreement as hereinafter provided.

Section III

The purpose of the Western Solar Utilization Network is to contract with an appropriate agency or agencies of the United States government to carry out functions relating to the utilization and development of solar energy, including:

- (A) To encourage and promote the development and utilization of solar technology and its application to residential, commercial, industrial, and other sectors;
- (B) To ascertain and analyze on a continuing basis the position of the West with respect to the employment of solar findings and technology in industry and other fields;
- (C) To encourage the development and use of scientific advances and discoveries in solar facilities, energy, materials, products, and all other appropriate adaptations of solar scientific and technological advances and discoveries;
- (D) To collect, correlate, and disseminate information relating to the use of solar energy, materials, and products;
- (E) To undertake such nonregulatory functions with respect to solar energy as may promote the economic development and general welfare of the West;
- (F) To study industrial, health, safety, and other standards, laws, codes, rules, regulations, and administrative practices in or related to solar fields;
- (G) To participate actively with the federal government in its programs relating to the utilization and development of solar energy.

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Section IV

(A) The Western Solar Utilization Network shall come into being upon the execution of this Agreement by the Governors of two eligible States. The Agreement shall become effective for each eligible State as a party upon the execution of the Agreement by the Governor of that State.

(B) The following states shall be eligible to become members of the Western Solar Utilization Network: Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, Hawaii, Nebraska, North Dakota, South Dakota, providing each signatory state is not participating in another solar region as defined by the Department of Energy.

Section V

(A) The Western Solar Utilization Network shall be under the complete control and sole direction of the Western Solar Utilization Network Board of Directors (Western SUN Board).

(B) The Board of Directors shall consist of one Director from each of the States party to this Agreement, selected in a manner to be determined by the Governor of each respective State. Provided, however, that the Members of the Executive Committee of the Western Interstate Nuclear Board representing states party to this agreement shall automatically be appointed to the Western SUN Board. Such automatic appointment shall not preclude appointment by the Governor of any particular state of one other member as he/she may deem appropriate. Where such dual appointments are made, each Director shall be entitled to one-half vote bringing the total to one vote per state; providing however, in the event only one person from such state shall attend a meeting of the Board, that person shall have the full vote to which that state is entitled.

(C) Each Director shall serve a period of one year and thereafter at the pleasure of his or her Governor.

(D) Each Director shall have one vote, except as specified in subparagraph (B) above.

(E) The Board shall have a seal.

(F) The Board shall elect from among its members such officers as it may deem appropriate, and shall adopt bylaws to govern its proceedings. The Board may appoint committees from among its members to perform functions delegated by the Board, but no action of such a committee shall be binding unless ratified by the Board. The Board may appoint advisory committees, including persons not members of the Board, to provide recommendations and guidance to the Board.

(G) The Board shall meet at least annually. Provisions for regular meetings, special meetings, notices of meetings, agendas, quorum, absentee or proxy voting, and alternate directors may be contained in bylaws adopted by the Board.

(H) Subject to this Agreement and such bylaws as the Board may adopt, proceedings of the Board shall be conducted in accordance with the latest edition of Roberts Rules of Order.

(I) The Board shall establish rules concerning payment or reimbursement of reasonable expenses incurred in doing the business of the Board.

(J) In carrying out his or her responsibilities as a member of the Board, each Director shall utilize such advisory resources relating to solar energy matters as may exist in his or her respective state.

(K) No action of the Board shall be binding unless taken on the basis of a majority vote of all Board members.

Section VI

The Western Solar Utilization Network Board of Directors shall have all powers necessary and appropriate to effectuate the purposes of this Agreement, including but not limited to the following:

(A) To contract, consistent with the purpose set forth in Article III of this Agreement.

(B) To employ such staff as may be appropriate to carry out the purpose of this Agreement. Subject to contractual obligations to any agency of the United States Government, the Board shall have complete authority over the employment of its chief staff employee.

(C) To utilize such staff or other assistance as may be made available to it by the Western Interstate Nuclear Board pursuant to Article VII, section (b) of the Western Interstate Nuclear Compact.

(D) To establish and maintain such facilities as may be necessary for the transacting of its business. The Board may acquire, hold, and convey or dispose of personal property and possessory or leasehold interests in real property.

(E) The Board may accept donations or grants of money, equipment, supplies, materials, and services, from any state, from the United States, or any subdivision or agency thereof, from any interstate agency, or from any institution, person, firm, or corporation, and may receive, utilize, and dispose of the same.

Section VII

(A) It is contemplated that the full cost of all operations and activities under this Agreement will be paid from funds received pursuant to grants, contracts, or other means from the federal government. Although the Board is empowered to receive donations and grants from States and other sources, no State which becomes a party to this Agreement can be compelled to contribute financial support to effectuate the Agreement.

(B) The actions of the Western Solar Utilization Network, its Board of Directors, its officers, and its employees create no financial or other obligation or liability upon any party State, nor upon any officer or employee of any party State.

Section VIII

(A) Unless otherwise determined by the Board, the fiscal year of the Western Solar Utilization Network shall be from July 1 to June 30.

(B) The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be subject to audit and accounting procedures to be established under its bylaws.

(C) The Board annually shall make to the Western Interstate Nuclear Board, and to the Governor of each State party to this Agreement which is not a party to the Western Interstate Nuclear Compact, a report covering the activities of the Board for the preceding year.

(D) Copies of all budgets, studies, reports, and publications of the Board shall be submitted to the Western Interstate Nuclear Board for its information, and for such distribution as the Western Interstate Nuclear Board may deem appropriate.

Section IX

(A) Unless sooner terminated in accordance with this section, this Agreement shall terminate upon the expiration of twenty years from the date of its execution on behalf of the second eligible State.

(B) The Governor of any State for which this Agreement shall have become effective may withdraw therefrom on behalf of his or her state by written notification addressed to the Executive Director and/or The Secretary of the Western Solar Utilization Network Board of Directors at the principal office of Western SUN to be effective ninety days after receipt.

(C) If at any time, because of withdrawals, fewer than two States remain parties to this Agreement, the Agreement shall terminate.

(D) Upon termination of the Agreement, any assets acquired or held under the Agreement shall be distributed in a manner to be determined by the Western Solar Utilization Network Board as constituted immediately before the termination becomes effective.