

January 5, 2009

Thomas S. Burack, Chairman  
New Hampshire Site Evaluation Committee  
c/o New Hampshire Department of Environmental Services  
29 Hazen Road, P. O. Box 95  
Concord, New Hampshire 03302-0095

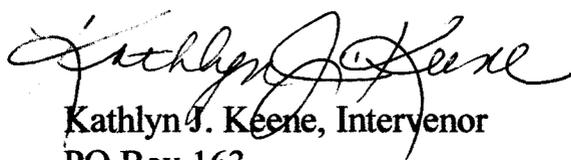
RE: Docket No. 2008-04 - Application of Granite Reliable  
Power, LLC for a Certificate of Site and Facility for the Granite  
Reliable Wind Park in Coos County

Dear Chairman Burack:

Enclosed, please find one (1) original and nine copies of Kathlyn J. Keene's  
pre-filed testimony for Granite Reliable Power, LLC. I am sending this to you by  
electronic mail and first class mail.

Thank you for your cooperation. Please let me know if you have any questions.

Sincerely,



Kathlyn J. Keene, Intervenor  
PO Box 163  
Jefferson, New Hampshire 03583  
(603) 586-7052  
mollydog@ncia.net

cc: Service list in SEC Docket No. 2008-04  
by electronic mail

THE STATE OF NEW HAMPSHIRE  
BEFORE THE  
SITE EVALUATION COMMITTEE

Docket No. 2008

APPLICATION OF GRANITE RELIABLE POWER, LLC  
FOR CERTIFICATE OF SITE AND FACILITY  
FOR GRANITE RELIABLE POWER WINDPARK  
IN COOS COUNTY

TESTIMONY OF KATHLYN J KEENE  
INTERVENOR

January, 2009

**Qualifications of Kathlyn J. Keene**

**Q. Please state your name and address.**

A. My name is Kathlyn J. Keene. My address is P. O. Box 163, 22 North Road, Jefferson, New Hampshire 03583.

**Q. What is your background and qualifications?**

A. My background in the business community includes being a real estate assessor/appraiser, and a public official in various capacities from 1973-1996 in Massachusetts. I have been an associate assessor; assistant to the Board of Selectmen; welfare and health departments; member of the finance committee; member of a computer study committee; election teller; and an Elected Assessor. I owned and operated a municipal software and services company. I volunteered from 1986-1996 at the Habitat for Humanity helping to build homes. I also belonged to many organizations for Assessors locally, state and international levels. Continuing education included attending the University of Massachusetts, Amherst, MA as well

as JMB Real Estate Academy for Real Estate Appraisers and earning a designation of Massachusetts Accredited Assessor. In 1996, I moved to northern New Hampshire and in 1997 earned my New Hampshire Real Estate License and became a Realtor. I served on the North Country Board of Realtors as their Secretary. I have over 25 years of experience working in the real estate industry. In 2001 I retired from the industry and now do volunteer work helping local citizens contest their property values.

**Q. Why did you petition to become an intervenor in this matter before the New Hampshire Site Evaluation Committee?**

A. Coos County is an area known as God's country. The economic base has and will rely on our working landscape for our marketable resources. As a retired New Hampshire Realtor, I worked closely with clients to find real estate best suited for their profile and economic means. What thrived abundantly in the clients profiles looking in this area was their great respect for our untouched wilderness areas. The true conservationists. The reason why the clients were and continue to look in this area is for the same reason why we live here, to play. We are engaged in many of the same pursuits that draw clients to our mountain ridges (peaks), lakes, ponds, rivers, trails and the most important forests and wildlife. When I became aware of this application, and its enormity, I knew that this could be the beginning of the end of the economic base that has thrived for so many years. This began my two year research to make sure I understood all the ramifications of wind energy including, but not limited to, our economic base for tourism and the grave effects of our environment.

**Q. How much area do the parcels contain and where are they located for this proposed project?**

A. The application and data resources have indicated that this facility will be located on two parcels Phillips Brook Parcel (23,768 acres) and the Bayroot Parcel (59,776 acres). These two properties share a common boundary that roughly forms a ridgeline south of Dixville Peak along which the wind turbines strings will be located. **This ridgeline also forms a divide between two watersheds; to the west the Phillips Brook and its tributaries drain into the upper Ammonoosuc River as it flows west to meet the Connecticut River in Groveton.** The Bayroot parcel drains largely to the east through several tributaries that join the Androscoggin River as it flows south and east through Gorham. The proposed project has wind turbine strings located on mountain ridges that will be erected 2,700 ft. or greater in elevation. A clearly defined report does not exist, at this point, to protect Coos County's clean water. Some information taken from Granite Reliable's Application to the SEC, Application information, Section C - Site Information, pages 31,32. These parcels are located in the last unfragmented forests in New Hampshire. This area is within the 13 Mile Woods that has been a great tourist destination for years and is marketed on the Internet to the world.

**Q. What concerns do you have relative to Granite Reliable Power's financial standing and code of ethics?**

A. Noble Environmental Power is the parent company of Granite Reliable Power. Noble is currently under investigation by the Attorney General in New York for improper relationships between wind development companies and local officials. Coos County leaders should be signing an agreement with this company to insure that they will abide by a "Wind Industries Ethics Code"

that prohibits conflicts of interest between municipal officials and wind companies and making them responsible for public disclosure requirements. (See Attachment A)

**Q. Please explain your concern for the economy as related to tourism.**

A. Politics years ago did not play a major role in our economy until the glutinous greed for money reared its ugly head in the North Country and is so prevalent in our society today.

Good or bad we must learn to live with it and try our best to avoid the destruction that it can cause. What better place for a business to decide to locate than in an area that is sparsely populated year round (unincorporated areas). However, tourism brings a large segment of people three quarters of the time seeking adventure in the wilderness where the proposed wind facility is to be located. This area brings money to our businesses. Some examples are: hotels; motels; restaurants; gift shops; retail; groceries; gas; guiding services for bird watching, hiking, historical areas, wildlife watching; white river rafting, snowmobiling, etc. Studies done over a period of time by the New Hampshire Department of Transportation shows traffic information for towns in this area showing the average **annual DAILY traffic volumes** for this specific area as listed below:

These routes are primarily used by tourists as connecting to and from pristine wilderness areas for which they seek. (See Attachment B,C & D)

**NH Route 26      Daily average count for traffic = 1,100 vehicles  
(Route 26 is a connector for Vermont and Maine)**

**NH Route 16      Daily average count for traffic = 1,200 vehicles**

Detailed reports can be found by going to website:  
**<http://www.nh.gov/dot/transportationplanning/traffic/coos/htm>**

What does this tell us? On a daily basis tourists are traveling this area to visit the truly most beautiful, unfragmented forests left in the New England area. The Northeast part of New

Hampshire is known as the “Great Northwoods” and is marketed all over the world on the Internet for its forested beauty in the 13 Mile Woods; Androscoggin River; Lake Umbagog and not to forget the beautiful ponds such as Phillips pond, Dummer ponds and Millsfield pond for its great fishing and solitude. This area is marketed solely for the best place left that remains remote and untrammled by crowds because the area is so vast, areas where effort and knowledge are rewarded with priceless experiences whether your passion is rock or ice climbing, fly-fishing, back country camping, fine dining, boating, hiking, rare bird watching; snowmobiling, snowshoeing, wildlife watching or just moseying in small shops and eavesdropping on authentic Yankee dialect. Unchanged for generations. Some of the most endangered bird species and wildlife exist in this area. Please see pre-filed testimony from the New Hampshire Division of Fish and Game. What a thrill it is for the tourists to witness wildlife births and babies in the late spring. Tremendous bull moose with their magnificent racks during the rut season. Many tourists crave the wildlife experience in the dense areas of the magnificent 13 Mile Woods. The tourists are amazed at the baby eagles that are born in this area because of the hard work of our Department of Fish and Game preserving areas that make it possible for the rare species to still exist. Any tourist that has experienced this beautiful wilderness area will explain it as an “epiphany moment”. It will get into your soul and never leave. The marketing strategy by the Coos Chambers of Commerce’s has sustained the interest of the unspoiled, unfragmented wilderness. The wind facility will be disrupting a large portion of the only wilderness left in New Hampshire. Tourists come for the adventure of the wilderness not to look at 410 feet tall wind turbines slapped against the beauty of our mountain ridges. This is cutting off a major hiking and wildlife refuge area to the public.

**Q. How does the wind facility affect real estate purchases in the Coos County area?**

A. One of the most important things you learn about an area when dealing with the sale of real estate is the economic status, how the area draws the clients in, how to sustain an area and still grow at a healthy pace for the existing residents. My clients were from out of state or the southern portion of New Hampshire consistently were looking for the peace and solitude that this area could bring them. Many were looking for a vacation home that could serve as their retirement home later. The criteria that was most important for them was finding a piece of the magnificent forests that existed in this area. They wanted solitude. They wanted to live close to the 13 Mile Woods so they could visit and enjoy their love of wildlife, hiking, fishing, etc. This worked well for the local residents because the second home owner helped defray the cost of the most important and costly services, such as schools, fire and police. Please do not tell a taxpayer in this region that tourists and potential property owners would continue to visit and buy real estate in this area if an enormous industrial wind facility existed in the area. You are a politician and not a realist if you think this way. We have so few economic resources at our disposal in this area. The best and most consistent has been through our tourism, logging and sustaining our wilderness areas. It is in my opinion as a retired Realtor and Assessor for more than 25 years that this wind facility will have a major negative impact on our economy and how we would be able to market our area in the future. Because we are the only area left in New Hampshire with open, unspoiled land, more and more people will continue to seek refuge here to get away from our overly populated areas.

They are looking for clean water, fresh air, quietness and solitude. Ninety percent of my clients were from out of State or southern New Hampshire looking for real estate.

As a retired Realtor in the area, I saw the decline in property values that occurred in Berlin, New Hampshire when the prisons were built in the area. They said it would create jobs for the area. The sad truth is it outsourced most of its employees. Now there is a great increase in crime, drugs, fires, absent landlords and a major decline in property values. RSA 162-H:16:c states the such a facility will **NOT** have an **unreasonable adverse effect** on aesthetics, historical sites, air and water quality, the natural environment, and the public health and safety.

**Q. How has this proposed facility application effected the area and the people living here?**

A. Parts of Coos County is represented by state representative delegates and commissioners that have been part-time and had to hold down full time positions to take care of their families. The situation has led to many members not putting in the required time to do their jobs. The unincorporated areas of Coos County are run by the County Commissioners, Coos County Planning Board and a voting delegation of State Representatives. Thirty percent of the land in Coos County some 360,000 acres comprise the unincorporated areas. This vast area contains some of New Hampshire's most spectacular mountains, forests, streams, lakes and ponds of all sizes. The woods and waterways abound with wildlife and fish and for generations have been popular hunting and fishing grounds, as well as the state's best sites for backcountry hiking and white water boating. Today, canoeists, hunters, fishermen, campers, and All-Terrain Vehicles (ATV) users view the Unincorporated Places as unique domains where they can enjoy experiences in the out-of-doors not available anywhere else in New Hampshire. Much of the history focuses on the Unincorporated Places, some of which were important settlements dating back to the 17th century. In the Coos County's Master plan it is very clear its intention is to protect what the area has and not let growth diminish the economy that has worked for so many years in the North

Country such as tourism. Much of this information has been quoted from the Coos County Master Plan.

The proposed industrial wind farm facility, and its enormity, has caused much dispute and discussion in this area. Wind facilities are a major profit making venture and unfortunately money plays a major role. The lines are clearly defined, you are either for or against, there is nothing in the middle. The ones that are for the project are the companies that may see temporary jobs from this. They do not think long term and the implications that it will have when completed. Unfortunately, Coos County Commissioners, State Representative Delegates have opened the door to this project without much thought or concern given to the economic implications to local residents and how this could effect their current financial status. They have signed agreements that have not been reviewed by attorneys with the expertise to clearly define what would be the best for Coos County's interest. They have not signed agreements that would protect our property values and secure our interests\*. They have not looked into the financial status of this corporation that has sought out confidentiality for their financial information. Their IPO is listed on the Internet and does paint a grim picture of the corporation's stability. The Coos County area has and will suffer for the ignorance that our leaders have in dealing with a large scale project that has deep and lasting economic implications for an already diminishing economy. As an intervenor, I have not seen one study done or report that came from a professional firm showing the impacts that this facility would have on our current economic base. The closest is a letter dated, November 11, 2008 by Tara Bamford, Planning Director of the North Country Council, Inc. addressed to Chr. Burack of the SEC. She touches lightly on the economic concerns. Our economic leaders are out of touch concerning this most important application to come before Coos County. If you look at articles placed on the Internet concerning

towns that are now living with the wind turbines and the lost promises of the wind companies it is easy to see the permanent destruction that it causes. Corruption and friction between the wind companies and residents. Battling over money.

**([http://www.nytimes.com/2008/08/18/nyregion/18 windmills.html](http://www.nytimes.com/2008/08/18/nyregion/18_windmills.html)) \*(See Attachment F)**

The quiet complacency of the people in Coos County comes from lack of time to clearly understand the project. They are so busy earning a living that they do not have the time to be involved. Our leaders know this and make tremendous mistakes for their constituencies. The wind company has promised jobs and money that will be fed into the local economy. We know that these positions are “temporary” and the real money will flow to the corporation that will leave town and leave the people to clean up the mess.

Based on the number of people that showed up at the public hearing shows that there are a number of individuals concerned about this project. Because so little research has been done it has left many people in Coos County upset with the current local and state officials and has caused conflicts between each other. The officials have paved the way for these corporations to chop up Coos County building a renewable energy area for the state of New Hampshire on the backs of the local taxpayers. They are concerned that Coos County is the dumping ground for everything that the rest of New Hampshire does not want in their backyards.

As a retired Realtor in the area, I saw the decline in property values that happened in Berlin, New Hampshire when the prisons were built in the area. They said it would create jobs for the area. The sad truth is it outsourced most of its employees. Now there is a great increase in crime, drugs, fires, absent landlords and a major decline in property values. It is for this reason that the Coos County people have little trust in the officials running this state and here locally in our

county. The attitude is changing here in the north country. The people are tired and worn out trying to make a living and being cut off at the pass by legislatures enacting laws that break the very fiber of their existence. This facility may be the beginning of the end of a great era for Coos County. How sad our forefathers would be if they were alive to witness this.

**Q. Do you have any comments on generation of wind?**

A. I am for renewal energy, however, I do believe that the proper siting is vitally important to wind facilities. To choose a most pristine area in Coos County in unfragmented wilderness and cause environmental harm to generate electricity for only 33% of the time does not make sense. Why not site these wind turbines on ridges in central and southern New Hampshire that have already been fragmented. Coos County depends so much on its logging operations and tourist industry that I cannot see jeopardizing our economic future to produce so little electricity from this immense facility. There are far better renewal energy options that could be chosen for Coos County with little or no impact to the environment and economic base.

**Wind energy only produces electricity when the wind blows. Unfortunately, the highest need for capacity is when wind is NOT blowing during the summer months when electricity needs are at its highest peak.**

Dated: January 5, 2009  
Kathlyn J. Keene  
Pre-Filed Testimony  
Docket No. 2008-04

Keene - Prefiled Testimony

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

**CODE OF CONDUCT FOR WIND FARM DEVELOPMENT**

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

**I. CONFLICTS OF INTEREST - PROHIBITED**

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

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

## **II. PUBLIC DISCLOSURE**

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

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

**General.**

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

**III. EDUCATION AND TRAINING**

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

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

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

#### **IV. ENFORCEMENT AND COMPLIANCE**

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

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

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

**NOTICE TO MUNICIPAL OFFICER**

Dear Municipal Official:

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

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

DATED: New York, New York  
October 30, 2008

  
Walter Howard, CEO and President  
Noble Environmental Power, LLC

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

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

**VI. FORMS**

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

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

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

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

Name of Municipal Official:

Name of Municipality and Position that Municipal Official Holds:

Name of Wind Company:

Address of Wind Company:

Description of Property:

Street Address:

Town/City:

Section/Block/Lot #:

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

**PUBLISHING ABSTRACT**

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

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

## V. DEFINITIONS

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

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION BUREAU  
OF TRANSPORTATION PLANNING

**Bureau of Planning, Traffic Section, Traffic Reports**

12-May-08

STAT.	TYPE	LOCATION	FC	2000	2001	2002	2003	2004	2005	2006	2007
Town: ERROL											
151050	82	NH 26 (UPTON HILL RD) EAST OF NH 16 (EB-WB) (81151010-151011)	07	*	1200	*	*	1100	*	1100	*
151051	62	NH 26 (EAST SIDE RD) AT MILLSFIELD TL (EB-WB) (61151012-151013)	07	*	1200	*	*	1200	*	1100	*
151052	62	NH 16 (MAGALLOWAY RD) NORTH OF NH 26 (SB-NB) (61151014-151015)	07	*	810	*	*	830	*	970	*
151053	62	NH 26 (UPTON HILL RD) AT CAMBRIDGE TL (EB-WB) (61151016-151017)	07	*	950	*	*	*	940	1100	*
151054	62	NH 16 (WHITE MOUNTAIN HWY) AT CAMBRIDGE TL (SB-NB) (61151018-151019)	07	*	1100	*	*	1100	*	1200	*
151055	62	NH 16 (MAGALLOWAY RD) AT WENTWORTH LOCATION TL (SB-NB) (61151020-151021)	07	*	720	*	*	600	*	820	*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION BUREAU  
OF TRANSPORTATION PLANNING

<b>Bureau of Planning, Traffic Section, Traffic Reports</b>											
<i>12-May-08</i>											
STAT.	TYPE	LOCATION	FC	2000	2001	2002	2003	2004	2005	2006	2007
<b>Town: DUMMER</b>											
129051	62	NH 16 NORTH OF NH 110A (61129010-129011) (SB-NB)	07	*	1500	*	1400	*	*	1400	*
129052	62	NH 110A (MUZZY HILL RD) AT MILAN TL (61129012-129013) (EB-WB)	08	*	450	*	390	*	*	540	*
129053	62	NH 16 (MILAN RD) AT MILAN TL (61129014-129015) (SB-NB)	07	*	1400	*	1400	*	*	1300	*
129054	82	OLD NH RTE 110 OVER UPPER AMMONOOSUC RIVER	09	110	*	*	130	*	*	100	*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION BUREAU  
OF TRANSPORTATION PLANNING

**Bureau of Planning, Traffic Section, Traffic Reports**

12-May-08

STAT.	TYPE	LOCATION	FC	2000	2001	2002	2003	2004	2005	2006	2007
<b>Town: COLEBROOK</b>											
095011	82	US 3 (DANIEL WEBSTER HWY) NORTH OF SPRING ST	06	*	*	5500	*	*	6100	*	*
095012	82	US 3 (DANIEL WEBSTER HWY) SOUTH OF NH 26 (BRIDGE ST)	07	*	*	7900	*	*	10000	*	*
095051	62	US 3 (TPR LESLIE G LORD MEM HWY) AT STEWARTSTOWN TL	07	*	3900	*	2900	*	*	2500	*
095052	82	NH 26 (MOHAWK RD) 1.5 MILES EAST OF TOWN	07	3500	*	*	3300	*	*	3200	*
095053	62	NH 26 (MOHAWK RD) AT DIXVILLE TL	07	*	1900	*	*	1600	*	1500	*
095054	62	NH 145 (HOLLOW RD) AT STEWARTSTOWN TL	08	*	890	*	1100	*	*	820	*
095055	62	NH 26 (MOHAWK RD) WEST OF BUNGY RD	07	*	*	2300	2200	*	*	3000	*
095056	62	NH 26 (BRIDGE ST) AT VERMONT SL (EB-WB) (61095064-61095065)	07	950	*	850	*	970	*	940	*
095057	62	US 3 (TPR SCOTT E PHILLIPS) AT COLUMBIA TL	06	*	3500	*	3600	*	*	3400	*
095058	82	NH 145 (PARK ST) AT BEAVER BROOK	08	*	2600	*	*	*	2700	*	*
095059	82	PLEASANT ST AT MOHAWK RIVER BRIDGE	09	*	680	*	*	*	510	*	*
095060	82	CARLETON HILL RD OVER MOHAWK RIVER	08	*	*	420	*	*	460	*	*
095061	82	BUNGY RD OVER MOHAWK RIVER	08	*	*	310	*	*	340	*	*
095062	82	BEAR ROCK RD OVER WEST BRANCH MOHAWK RIVER	09	*	*	90	*	*	100	*	*
095063	82	DIAMOND POND RD OVER MOHAWK RIVER	09	*	*	460	*	*	460	*	*

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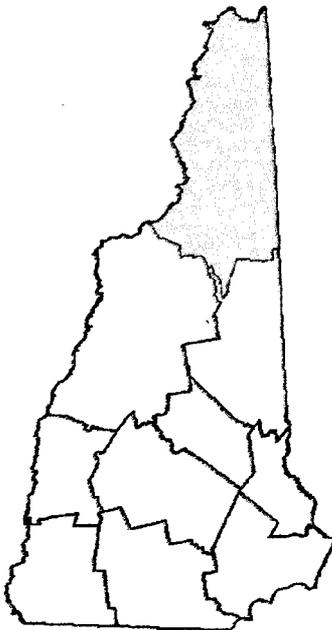
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## Traffic Volumes for Coos County

Coos County



TOWN

- BARRETT

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Attachment E  
Docket No. 2008-04  
Keene - Prefiled Testimony

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## Documents

### Real property value protection plan agreement

July 8, 2008

**Summary:**

This agreement was drafted by attorneys in the State of Illinois. If adopted as a condition of approving a wind energy facility, the agreement would guarantee property value protections for landowners whose property is located within the footprint of the project site.

---

EXHIBIT \_\_\_\_\_  
REAL PROPERTY VALUE PROTECTION PLAN

To assure that real property owners nearby the Wind Power Generating Facility ("WPGF Facility") for nonparticipating owners who are not lessors to the Applicant are protected from negative impacts to their real property values, this Real Property Value Protection Plan is entered into and agreed to by Energy Company ("Applicant"). "Footprint" as used herein is defined as the area bounded by the map depicted on Exhibit A which is attached hereto.

1. Applicant agrees to guarantee the property values of all real estate within the footprint of the WPGF Facility project area and within one (1) mile of the footprint of WPGF Facility project area. The real property owner may elect one of the following options:

a. Applicant and the property owner shall each select an independent Illinois licensed appraiser, the

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Attachment E  
Docket No. 2008-04  
Keene - Prefiled Testimony

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## Documents

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a. Applicant and the property owner shall each select an independent Illinois licensed appraiser, the

SAMPLE DOCUMENT

cost of which shall be paid for by Applicant, and such appraisals are to assume that no WPGF Facility was proposed or constructed. If one of the appraisals submitted is no more than ten percent (10%) higher than the other, the appraisal values shall be averaged ("Average Appraisal Value"), and the property owner may elect to sell to Applicant at the Average Appraisal Value, within thirty-six (36) months of the WPGF Facility receiving final approval of the special use permit application from County. If one of the appraisals submitted is more than ten percent (10%) higher than the other, then the two (2) independent appraisers will select a third independent Illinois licensed appraiser who shall prepare and present to Applicant and property owner his written appraisal report setting forth his opinion as to the fair market value for the real property assuming that no WPGF Facility was proposed or constructed. The parties agree that appraisal of the third independent appraiser shall constitute the Appraised Fair Market Value and the property owner may elect to sell to Applicant at the Appraised Fair Market Value, within thirty-six (36) months of the WPGF Facility receiving final approval of the special use permit application from County; or

b. Applicant and the property owner shall each select an independent Illinois licensed appraiser, the cost of which shall be paid for by Applicant. Each appraiser shall determine the diminution in value to the real property caused by the proximity to the wind turbines by determining the difference between the fair market value of the real property assuming no WPGF Facility is proposed or constructed and the fair market value at the time of exercising this option ("Diminution Value"). If one of the appraisals submitted is no more than ten percent (10%) higher than the other, the appraisal values shall be averaged ("Average Diminution Value"), and the property owner may elect to receive payment from Applicant of the Average Diminution Value. If one of the appraisals submitted is more than ten percent (10%) higher than the other, then the two (2) independent appraisers will select a third independent Illinois licensed appraiser who shall prepare and present to Applicant and property owner his written appraisal report setting forth his opinion as to the Diminution Value for the real property. The parties agree that appraisal of the third independent appraiser shall constitute the Diminution Value and the property owner may elect to receive payment from Applicant of the Diminution Value. This option must be exercised within ten (10) years of the date of final approval of the special use permit application by County.

2. Applicant agrees to guarantee the property values of all real estate located between one (1) mile and two (2) miles of the WPGF Facility footprint boundary.

a. Applicant and the property owner shall each select an independent Illinois licensed appraiser, the cost of which shall be paid for by Applicant. Each appraiser shall determine the diminution in value to the real property caused by the proximity to the wind turbines by determining the difference between the fair market value of the real property assuming no WPGF Facility is proposed or constructed and the fair market value at the time of exercising this option ("Diminution Value"). If one of the appraisals submitted is no more than ten percent (10%) higher than the other, the appraisal values shall be averaged ("Average Diminution Value"), and the property owner may elect to receive payment from Applicant of the Average Diminution Value. If one of the appraisals submitted is more than ten percent (10%) higher than the other, then the two (2) independent appraisers will select a third independent Illinois licensed appraiser who shall prepare and present to Applicant and property owner his written appraisal report setting forth his opinion as to the Diminution Value for the real property. The parties agree that appraisal of the third independent appraiser shall constitute the Diminution Value and the property owner may elect to receive payment from Applicant of the Diminution Value. This option must be exercised within ten (10) years of the date of final approval of the special use permit application by County.

Attachment F  
Docket No. 2008-04

Keene - Prefiled Testimony

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# In Rural New York, Windmills Can Bring Whiff of Corruption

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Christinne Muschi for The New York Times

Kathy Laclair of Churubusco, N.Y., dislikes the noise from the wind turbine blades and says their shadows give her vertigo.  
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By **NICHOLAS CONFESSORE**  
Published: August 17, 2008

**BURKE, N.Y.** — Everywhere that Janet and Ken Tacy looked, the wind companies had been there first.

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Attachment F  
Docket No. 2008-04  
Keene - Pre-filed Testimony

Dozens of people in their small town had already signed lease options that would allow wind towers on their properties. Two Burke Town Board members had signed private leases even as they negotiated with the companies to establish a zoning law to permit the towers. A third board member, the Tacys said, bragged about the commissions he would earn by selling concrete to build tower bases. And, the Tacys said, when they showed up at a Town Board meeting to complain, they were told to get lost.

"There were a couple of times when they told us to just shut up," recalled Mr. Tacy, sitting in his kitchen on a recent evening.

Lured by state subsidies and buoyed by high oil prices, the wind industry has arrived in force in upstate New York, promising to bring jobs, tax revenue and cutting-edge energy to the long-struggling region. But in town after town, some residents say, the companies have delivered something else: an epidemic of corruption and intimidation, as they rush to acquire enough land to make the wind farms a reality.

"It really is renewable energy gone wrong," said the Franklin County district attorney, Derek P. Champagne, who began a criminal inquiry into the Burke Town Board last spring and was quickly inundated with complaints from all over the state about the wind companies. Attorney General Andrew M. Cuomo agreed this year to take over the investigation.

"It's a modern-day gold rush," Mr. Champagne said.

Mr. Cuomo is investigating whether wind companies improperly influenced local officials to get permission to build wind towers, as well as whether different companies colluded to divide up territory and avoid bidding against one another for the same land.

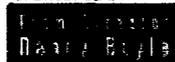
The industry appears to be shying away from trying to erect the wind farms in more affluent areas downstate, even where the wind is plentiful, like Long Island.

But in the small towns near the Canadian border, families and friendships have been riven by feuds over the lease options, which can be worth tens of thousands of dollars a year in towns where the median household income may hover around \$30,000. Rumors circulate about neighbors who can suddenly afford new tractors or trucks. Opponents of the wind

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Attachment F  
Docket No. 2008-04  
Keene - Prefiled Testimony

towers even say they have received threats; one local activist said that on two occasions, she had found her windshield bashed in.

"My sisters and brothers won't even talk to me anymore," said Mr. Tacy, who with his wife has become active in recent years in a network of people who oppose the wind companies. "They tear communities apart." Opponents of the farms say their scenic views are being marred by the hundreds of wind towers already in place, some of which stand nearly 400 feet tall. They also complain of the irritating hum of spinning turbines and what they say are wasteful public subsidies to wind companies.

But corruption is a major concern. In at least 12 counties, Mr. Champagne said, evidence has surfaced about possible conflicts of interest or improper influence.

In Prattsburgh, N.Y., a Finger Lakes community, the town supervisor cast the deciding vote allowing private land to be condemned to make way for a wind farm there, even after acknowledging that he had accepted real estate commissions on at least one land deal involving the farm's developer.

A town official in Bellmont, near Burke, took a job with a wind company after helping shepherd through a zoning law to permit and regulate the towers, according to local residents. And in Brandon, N.Y., nearby, the town supervisor told Mr. Champagne that after a meeting during which he proposed a moratorium on wind towers, he had been invited to pick up a gift from the back seat of a wind company representative's car.

When the supervisor, Michael R. Lawrence, looked inside, according to his complaint to Mr. Champagne, he saw two company polo shirts and a leather pouch that he suspected contained cash.

When Mr. Lawrence asked whether the pouch was part of the gift, the representative replied, "That's up to you," according to the complaint.

Last month, Mr. Cuomo subpoenaed two wind companies, Noble Environmental Power, based in Connecticut, and First Wind, based in Massachusetts, seeking a broad range of documents. Both companies say they are cooperating with the attorney general.

1 | 2 **NEXT PAGE »**

A version of this article appeared in print on August 18, 2008, on page

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