

STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE

APPLICATION OF ANTRIM WIND ENERGY, LLC
NO. 2012-01

CLOSING MEMORANDUM AND PROPOSED CONDITIONS

Co-Intervenors Robert L. Edwards and Mary E. Allen hereby present this Closing Memorandum and Proposed Conditions in reference to the Application of Antrim Wind Energy, LLC for a Certificate of Site and Facility.

In closing, we aver that the Applicant has not met its burden to prove financial, managerial and technical capacity to construct, manage, and operate the Facility in accordance with conditions of the Certificate.

In addition, we aver that the Applicant has failed to assure the Facility will not unduly interfere with the orderly development of the region.

We also aver that certain conditions and alternatives are required to ensure this Facility is an appropriate fit for the site and terrain proposed, and further, that certain conditions are required to ensure this Facility does not have a negative impact on the property taxpayers and residents of Antrim, NH, and those in surrounding towns.

I. Financial, technical, and managerial capability

Pursuant to RSA 162-H:16, before issuing a Certificate of Site and Facility the NH Site

Evaluation Committee must determine that the Applicant has shown, by a preponderance of the evidence, that it has the financial, managerial and technical capacity to construct, manage, and operate the Facility.

Financial capacity

Eolian Renewable Energy, LLC represents that it has partnered with Westerly Wind, LLC to create Antrim Wind Energy LLC, which has conducted the research and development phase of this project.

Neither company has offered to provide construction financing for the Facility and have testified that the construction financing in the estimated amount of \$57 million will be raised from outside equity investors (*SEC Transcript, Day 3 (morning), page 38, lines 12-24; also page 39, lines 1-7; 2. Also, SEC Transcript, Day 3 (afternoon), page 74, lines 8-24; also page 75, lines 1-24; also page 76, lines 1-9*). Those investment assurances or near-term prospects of investments are not in place and their financial soundness cannot be evaluated or measured.

In addition, the Applicant has not secured a Power Purchase Agreement and therefore cannot demonstrate a revenue source for this project. Nor has there been assurance of the adequacy of a revenue source that can be measured and evaluated.

Where the near-term prospect of sound financing, based on an adequate revenue source, has not been shown, the Applicant's burden has not been carried.

Technical capacity

Antrim Wind Energy, LLC has presented its Development Team as including Mr. Cofelice, Mr. Mara, Mr. McCabe, Mr. Kenworthy and Mr. Soininen. The Deloitte Report (*PC-7, Deloitte Report (Redacted) with Motion, pages 33 – 38, and summary, page 40*) describes the majority of the development team as having “direct experience in wind and other power project development and financing.”

Absent was any review of Antrim Wind Energy, LLC’s hands-on experience in the construction, operation and management of wind energy facilities other than Mr. Kenworthy’s experience with a school program in the Caribbean, which included construction of a small-scale wind turbine in addition to other small-scale renewable energy projects.

While the officers of Antrim Wind Energy have demonstrated experience in research and development of wind energy projects, that experience does little to address “technical capacity” and the Applicant’s burden has not been carried.

Managerial capacity

The Applicant has testified that it plans to purchase 10 3MW wind turbines from Acciona Windpower NA. Further, the Applicant proposes to sign an Operation and Management contract with Acciona, which also will provide trained operators for the Antrim facility. The details of this contract have not been presented, it is not known if this contract has been signed, (*SEC Transcript, Day 2, lines 5-9*), and therefore the Applicant's burden has not been carried.

Given these facts, it would appear that the NH Site Evaluation Committee does not have enough information, much less the required evidence-based assurances, to find that the Applicant has “show(n) by a preponderance of the evidence it has the financial, managerial and technical capacity to construct, manage, and operate the Facility,” as required under RSA 162-H:16.

If the Applicant has not presented the Committee, for its evaluation, satisfactory evidence that Applicant has the financial, technical and managerial capacities to construct and run the Facility, the obvious course would be for the NH Site Evaluation Committee to deny the Certificate for Facility.

If that course is not the prevailing opinion, we would respectfully ask that the Committee delay the issuing of the Certificate until such time as the Applicant has:

1. Secured all construction financing and bonding upon sound terms, having provided pertinent financial information on all investors and significant financing terms to the Committee.
2. Secured a Power Purchase Agreement, thus establishing an adequate revenue source.
3. Presented details in full of an Operation and Management contract with a fully qualified O&M contractor, upon sound terms and conditions and evidencing capacity to operate and manage the Facility.

A reasonable time period for presenting this information, proof, and documentation to the Committee would be six months from the date of the Committee’s request.

If the Applicant has not, or cannot, meet this timeframe, the Applicant has not carried its burden here and demonstrates that it does not itself have the balance sheet to finance the project to full completion, nor is it offering direct operation and management of the Facility.

If this Application is not rejected after that six-month timeframe has expired, the investment of the Committee's retained jurisdiction would therefore be necessary stewardship of 162-H statutory purposes, potentially well into the future. Bare conditions that there be financing, a power purchase agreement, and an Operating and Management contract will not suffice to satisfy 162-H statutory purposes and are contrary to the orderly development of the region.

II. Orderly development of the region

The Applicant has attempted to support its belief that the Facility will have an economic benefit to the Town of Antrim specifically, and that the Facility will not have a negative impact on the orderly development of southwestern New Hampshire.

As part of the Site Evaluation Committee's application process, the Applicant hired experts to predict the number of jobs that will be created during and after construction and offered an analysis of the impact on home sales in the Lempster area after the Iberdrola wind project was completed.

But that, essentially, was the limit of their study into the "orderly development of the region."

What the Applicant's studies have failed to identify, or adequately analyze, is a set of unique regional circumstances at play in this multi-town region and which make it very different from Lempster.

Antrim is at the center of a region noted for its hills, hiking trails, open bodies of water, and active and substantial conservation efforts. In addition, the western portion of Antrim contains a "highlands" area on the Connecticut-Merrimack watershed that has some of the least fragmented wild spaces in southwestern New Hampshire.

This region attracts tourists, boaters, outdoor enthusiasts, retirees and others who wish to experience the "Currier & Ives" beauty of towns with restored antique homes, old cemeteries, white church steeples, and historic meeting houses such as found in Hancock, Frankestown, Greenfield and Deering. Visitors ... both potential residents and day tourists ... are drawn to this area because it has a balance between residential development, cultural offerings, outdoor activities, natural beauty and a non-industrial, non-commercial viewscape rare within 70 miles of Boston.

Fifteen towns have borders that fall within the 10-mile radius watershed of the proposed Facility, but there was no attempt to see this as a "region" or to evaluate the impact of 492-foot turbines on this area or its communities.

In reviewing the Applicant's application and testimony we note:

Regional impact

1. No analysis has been offered on the economic benefit/cost to southwestern New Hampshire by an independent regional group, for example: Southwest Region Planning

Commission based in Keene or a local Chamber of Commerce. The potential impact on tourism, recreational uses, and the in-migration of high-income retirees to the region are factors that must be considered.

2. The scope of notification and involvement of local officials, residents and business owners in the region was very limited.

The Site Evaluation Committee's notification process included only the seven towns that directly *border* Antrim (Windsor, Hillsborough, Deering, Bennington, Hancock, Nelson and Stoddard). The Deering Planning Board filed a letter with the Committee on Nov. 16, 2012, noting the lack of presentations and meetings to inform its residents and town officials about Antrim Wind Energy's plans (*SEC 121116deeringpb_letter.pdf*).

Stoddard officials have been more active in the Site Evaluation Committee proceedings, but Stoddard's Board of Selectmen expressed a similar concern in a letter to the Committee filed Oct. 9, 2012 (*SEC 121009stoddard_selectmen.pdf*).

We believe at least seven additional towns in southwestern New Hampshire should have been invited to be part of this process, or at a minimum, should have been officially notified because a portion of their town fell within the project's 10-mile viewshed as presented by the Applicant. Figure JWG-2 Vegetated Viewshed Map (10-mile radius) shows that these additional towns are: Washington, Bradford, Henniker, Frankestown, Greenfield, Peterborough and Sullivan. All have areas within their borders with views of 1 to 10 turbines.

This lack of a coordinated regional review means that the Applicant has not met this standard, especially in light of the fact that this Facility might lead to the construction of

the tallest man-made structures (to date) in New Hampshire.

3. In her testimony before the Committee, landscape architect Jean Vissering noted that the 10-mile radius viewshed map (*previously cited*) identified more lakes and large ponds with views of turbines than she anticipated, and she believed that bodies of water should have been considered for visual analysis. She also stated that the 10-mile radius viewshed, submitted by Saratoga Associates in August 2012, was presented too late to assist in her analysis. (*SEC Transcripts, Day 7 (morning), page 36, lines 15-24; also page 37, lines 1-18*).

To Ms. Vissering's point, a quick review of the 10-mile radius map shows 11 lakes or ponds – listed here with the town(s) where they are located – will have a visual impact from the turbines. All are reported to have some lakeshore development and all are well known and appreciated by tourists, campers, and local residents for their recreational uses:

- Gregg Lake (Antrim)
- Willard Pond (Antrim)
- Franklin Pierce Lake (Antrim/Hillsborough)
- Black Pond (Windsor)
- Loon Pond (Hillsborough)
- Gould Pond (Hillsborough)
- Deering Reservoir (Deering)
- Powder Mill Pond (Bennington/Hancock/Greenfield)
- Nubansuit Lake (Hancock/Nelson)

- Spoonwood Pond (Hancock/Nelson)
- Island Pond (Stoddard)

Aside from the testimony of the Audubon Society on the potential negative impacts to the Willard Pond Sanctuary, there has been no analysis of the visual or sound impacts that might be experienced by tourists or others using these local lakes and ponds for recreational uses, including boating, swimming, hiking and camping.

The visual impact of wind turbines – especially in a region well known and appreciated for its numerous bodies of open water – cannot be underestimated. A recent letter on file in the Groton case (*SEC, Groton file, 120827 persons_letter, in which a Laconia resident complains that the Groton wind project is visible from the Rattlesnake Island area of Lake Winnepesaukee*) emphasizes this point precisely.

This region derives significant revenue from its tourists and in-migration of high-income retirees but this economic factor has been largely ignored in the “Economic Impact” studies offered by the Applicant.

4. There was little analysis provided by the Applicant on the impact to property values (positive, negative, or neutral) for seasonal or year-round homes with a view of wind turbines, especially those located on lakes or ponds, although there is no question that a substantial portion of the high per foot cost of lakefront property assessment comes from the view from the property, or from views from the lake surface during recreational uses such as sailing, canoeing, kayaking and motor-boating.

The 10-mile radius map clearly shows that the majority of the homes on Gregg Lake will have a view of the turbines. Vissering’s “Visual Impact Assessment,” submitted as part

of her pre-filed testimony (*PC-1 120731vissering_testimony [1].pdf*) describes the visual impact this way: “They would also be seen in relatively close proximity with distances ranging from 1.8 miles to 2 miles away.”

Vissering also pointed out that the relatively high elevation of Gregg Lake taken together with the relatively low elevation of the hills surrounding it would make “turbines at 492 feet in height ... appear quite large in relation to the ridge itself.”

Homes on Gregg Lake are taxed by Antrim and are an important revenue source for the town. Any decrease in property value in this area would be a financial blow to the town (and the region as a whole) but this was not addressed in the Economic Impact study.

In reference to a property value study he conducted in Lempster after the Iberdrola wind project was completed, the Applicant’s expert witness Matt Magnusson said only one Lempster property with a wind turbine view had sold during the period of his study. Mr. Magnusson also testified that information that Gregg Lake had 40 lakeshore homes and Franklin Pierce Lake had 94 lakeshore homes with a potential view of the turbines did not indicate any further study of property value impacts. (*SEC Transcript, Day 6 (morning) page 56, lines 12-24; also page 58, lines 1-6.*)

What is lacking from the Applicant’s submission to the Committee is a serious study of turbine visibility impact on property values for all residential property in New England and especially in areas with second homes and/or retiree and tourist concentrations.

While New Hampshire may not have a long enough history with industrial-scale wind projects, other states in the Northeast have that history, including upstate New York

where studies have been done on the impact of wind energy facilities of waterfront properties.

Regional impact of the Ad Valorem Taxation versus PILOT Agreements

In the final section of this brief (III. Proffers of Alternatives, Mitigation, Conditions) we present a fuller description of the potential negative economic impacts to Antrim taxpayers from the use PILOT payments instead of ad valorem taxation. But before leaving this discussion of regional impacts, we need to address a taxation situation that could have significant impact on other towns in this region.

For more than 40 years, Antrim has been a part of the Contoocook Valley Regional (ConVal) School District. Antrim shares the cost of educating its students with eight other towns, using a formula based 50 percent on enrollment and 50 percent on a town's equalized value as set by the NH Department of Revenue Administration.

As the economy and demographics have changed in the last four decades, so has the taxation burden.

Peterborough is the economic driver in this school district. It continues to be a commercial center for the ConVal District and that fact has added value to Peterborough's annual equalized valuation. Meanwhile the eight surrounding towns have lost much of their commercial or manufacturing enterprises, while gaining in population more rapidly than Peterborough.

This has caused a shift in the school tax shares and Peterborough residents are now feeling that burden.

Now comes not one – but two – potential wind energy facilities for towns in the ConVal District. If the Antrim project is developed and if a recent plan to put three turbines in Temple, NH, as part of the Timbertop Wind project is developed, the ConVal School District will have two towns with projects valued in the multi-million dollar range.

Adding this value to the tax base of the district should be a cause for cheering ... but it comes with uncertainty.

Under the relief Antrim Wind Energy, LLC is seeking in Merrimack County Superior Court (regarding the manner in which DRA assesses equalized valuation for wind projects) (*AWE 11 – Petition For Declaratory Judgment MCSC.pdf*) the ConVal School District as a whole would not see a bump in taxable property. If the court rules in favor of the Applicant (and that ruling is upheld at the NH Supreme Court) the wind projects in Antrim and Temple will not be subject to equalized county or school district taxation unless ad valorem taxation is used.

While this is new territory for the Committee, this is becoming a regional reality as new wind facilities are proposed for towns in cooperative school districts, which are more common in the southern part of the state.

All of this should have been address in a full study of the Orderly Development of the Region ... and it wasn't even mentioned.

III Proffers of Alternatives, Mitigation, Conditions

1. Changes in siting

Under RSA 162- H:16, IV, the Site Evaluation Committee should consider available alternatives in deciding whether the objectives of the statute would be best served by the issuance of the Certificate.

Historically, the Committee considers alternatives presented by the Applicant. (see Decision Granting Certificate of Site and Facility with Conditions, Application of Granite Reliable Power, LLC, 2008-04 (July 15, 2009), which states: “[t]he Site Evaluation Committee normally considers the evidence of alternatives presented by an applicant. The Committee also considers any other evidence in the record pertaining to alternative sites.”)

In the case now before the Committee, Antrim Wind Energy, LLC did not present any alternative options for project siting in either its Application or testimony. There was no offer of possible road placement alternatives, alternative turbine heights or sizing, or alternative turbine placement – all of which could have helped address some of the concerns about the potential visual impact and the Facility’s potential effect on property values.

Failure to consider and present alternative options for siting further indicates that Applicant has not demonstrated full financial, management and technical capacity appropriate to the objectives of 162-H.

On the other hand, considerable testimony was offered by an expert witness for the

Counsel for the Public. Jean Vissering (*cited previously*) is a landscape architect with considerable experience evaluating wind energy facilities. She has offered the following mitigation suggestions (which are paraphrased here for brevity):

- Eliminate turbines #9 and #10. These two turbines are the most prominent as viewed from Willard Pond, Bald Mountain and Goodhue Hill and will result in unreasonable adverse aesthetic impacts.
- Use smaller turbines. The scale of the landscape in this part of New Hampshire is small with relatively low hills and mountains. The proposed turbines will overwhelm the ridgeline especially from a vantage point like Gregg Lake.
- Specific plans for land conservation as part of an off-site mitigation program must be identified and provide a meaningful counterbalance to the impacts to the natural and scenic resources of the area. Audubon's dePierrefeu-Willard Pond Sanctuary will be heavily impacted as a result of the project. The developer should find a reasonable conservation off-set in conjunction with other measures identified here to reduce the visual impacts of the project.
- Identify and address all areas from which portions of roads, ridgeline clearing, cut and fill slopes and or turbine/pads may be visible. Among the measures that must be considered would be reducing the size of clearings, reducing the size of cut and fill slopes, eliminating turbines in areas where visibility could be high, revegetating cut and fill slopes using indigenous species.
- General revegetation of cut and fill slopes and all non-permanent surfaces must

occur immediately following construction.

- Any significant visibility of the substation and the Operation and Management facility may need to be mitigated with screening plantings.

We urge the Committee to seriously consider Ms. Vissering's proposals and to require them if the Certificate is granted.

2. Taxation versus PILOT

1. On June 20, 2012, the Town of Antrim and Antrim Wind Energy LLC signed a PILOT agreement and an Alternative PILOT agreement to take the place of ad valorem taxation. These documents are binding for a 20-year span with no look-back provision unless both parties agree to reopen negotiations.

The Alternative PILOT was developed in an effort to offset a 2012 ruling by the NH Department of Revenue Administration that is now being contested in Merrimack County Superior Court (*AWE 11- Petition For Declaratory Judgment MCSC.pdf, filed July 6, 2012*).

In that court filing, Antrim Wind Energy, LLC argues that the PILOT payments for renewable energy facilities were intended to be divided pro-rata between a town's obligations (county taxes, school taxes, municipal taxes, etc.) according to the town's millage and tax rate. If that position is upheld, it means the current ConVal apportionment of costs to member towns (based 50 percent on DRA's equalized value of the town) would not apply to this Facility.

DRA does not agree and intends to continue to use “equalized valuation” where specified in statute and in existing formulas (for example, for county payments and in cooperative school districts) until directed by the courts or the NH Legislature to do otherwise.

While the intention of the Alternative PILOT might have been to “make the Town whole” financially in the event of increases in ConVal’s apportionments (as the court case continues), the language in the Alternative PILOT doesn’t provide that assurance (*EA-2, Allen testimony - Exhibit D, pdf, Refers to first 10 words of Section 4 and Section 5 of the Agreement Regarding Alternative PILOT Payment in Event of Increased Cooperative School District and County Contributions Based on FMV Assessments*)

As Co-Intervenors, we have presented numerous exhibits and documentation demonstrating that taxpayers of Antrim will be in a negative position until “a final and binding court order” is made in this case.

We believe that a final decision will likely take years and “a final and binding court order” will only be reached at the NH Supreme Court on appeal. The Applicant disagrees and believes that it will have a ruling from Merrimack County Superior County (in its favor, they suggest) by the time that the Facility is completed and taxation starts, and that this ruling might be viewed as final and thus not appealed to the NH Supreme Court.

What is known is that the PILOT agreement, not the Alternative PILOT, will be in force while this issue is under court review. Further the PILOT agreement calls for a 20-year payment schedule that will not cover the increase to Antrim’s payments to the school district and county under full, equalized valuation. But the Applicant has made no offer to extend the conditions of the Alternative PILOT to cover this period until “a final and

binding court order” is delivered.

Equalized valuation has been used by the DRA in Lempster to set the rates for Sullivan County and for the Lempster-Goshen School District. It will be used for county taxation for the Granite Reliable wind project and for the Groton wind project. It is difficult to believe that all 10 New Hampshire counties and towns in cooperative school districts, each of which might benefit from the shared tax impact of a multi-million-dollar wind facility (as the law intends when municipal tax bases are merged into one) will not fight this substantial change in court or by other means.

The position Antrim taxpayers find themselves in now is the very opposite of the statement made by Gittell and Magnusson in their “Conclusion” section of their study titled “Economic Impact of the Proposed 30 MW Wind Power Project in Antrim, New Hampshire.” In that conclusion they state: “An annual PILOT payment of \$337,500 would have a significant impact on the revenue to the Town of Antrim.”

Instead, if there is no revision of the terms of the Alternative PILOT to protect the Town, Antrim taxpayers can expect to be in a negative cash position until 2029 (*Exhibit EA-3 – Estimate of New Revenue Loss.xls*).

Clearly hosting a wind energy facility in Antrim will not benefit Antrim taxpayers unless:

a. The Site Evaluation Committee requires the Alternative PILOT payments be in force until a court decision adjudicating the issues upon which declaratory judgment was sought becomes final and not subject to further appeal, or until a settlement of the declaratory judgment action is entered into among all of the Town of Antrim, the

Applicant, and the DRA (along with an Agreement amendment between the Town of Antrim and the Applicant adjusting Alternative PILOT payments appropriately to reflect a settlement);

or

b. Ad valorem taxation is used.

Also, we urge the Committee to consider taking the extraordinary step to change the length of the PILOT and the Alternative PILOT from 20 years to 5 years (or a 20-year term with either party able to open the PILOT for renegotiation every five years) in light of the uncertainty over the costs to the Town of Antrim if the Facility is constructed, an uncertainty brought on in considerable part by AWE's lawsuit against the DRA. Indeed, given this extraordinary uncertainty and its associated risk to the Antrim taxpayers over the next five years, it is difficult to see how the 20-year term provides reasonable protection to the financial interests of the Town of Antrim (a high tax and "property poor" town). A 20-year term risks giving a substantial subsidy to AWE that could go on for many years with no opportunity for negotiated relief – and it risks an increase in property taxes that Antrim taxpayers are not expecting.

From the point of view of protecting the interest of Antrim taxpayers, the 20-Year term for the PILOT is not prudent and it fails to meet the basic requirement in RSA 72:74 VII. for any PILOT term greater than 5 years that it be "otherwise advantageous to both parties."

If there isn't some relief to this version of "Antrim's fiscal cliff," this town will be the

first host town in the state to subsidize a private energy producer with taxpayer money. This is not what Antrim residents had been lead to believe in numerous meetings with Antrim Wind Energy LLC or from the written materials distributed prior to zoning votes. *(EA-2 Allen testimony – Exhibit A.pdf)*

2. Changes to Agreement between Town and Antrim Wind Energy

On March 8, 2012, the Town of Antrim and Antrim Wind Energy LLC signed an Agreement that will cover wind facility operations in Antrim for 20 years. Although this Agreement is similar to others presented to the Committee in past cases, this document raised serious concerns during public hearings with Antrim residents and taxpayers.

The difficulty now for Intervenors and the general public is that the Agreement has been signed, was signed prior to the start of the Committee’s review of this case, and does not contain look-back provisions or agreed-upon time periods for mutual review by the Town and the Applicants. As it reads, the Agreement will be in effect as currently written for 20 years unless both parties agree to any change.

The Committee has the final determinating authority on whether this Agreement is enforceable as written in any decision to grant a Certificate of Site and Facility.

We urge the Committee to review the March 8th Agreement and to consider explicitly declining to incorporate flawed terms and other concerns into their own Certificate and to

ultimately proceed to specify better, more appropriate conditions or its own requirements for conforming Agreement terms which might ultimately be incorporated in their Certificate if and as issued.

The following are particular points of concern for us:

a. In reference to Section 1. Definitions, 1.8: “Occupied Building.” This definition defines “year-round residence” but does not consider seasonal homes. And it does not clearly define “year-round.” Would a homeowner who spent one winter month in Florida lose any rights under this definition? In another section of the Agreement (“Noise Restrictions, 11.1”) the word “home” is used. Given the definition of an “occupied building” as a year-round residence, this leaves sound testing for seasonal residences open to interpretation. This needs to be clearly spelled out.

b. In reference to Section 2.9, the Agreement states: “Certificates verifying such insurance coverage shall be made available to Town upon request.” It must further state that evidence of insurance will available to review in a timely fashion prior to construction and that the Town of Antrim can refuse to accept the proposed insurance coverage if its Board of Selectmen believes that the coverage is unacceptable.

c. In reference to Section 14.2.3, since the Town of Antrim doesn’t know at this time the total cost of decommissioning, the Antrim Board of Selectmen must have the unilateral, sole authority to accept or reject the structure and bank issuing the letter of credit.

d. In reference to Section 14.2.3, the Applicant would agree that Town of Antrim may further require a Confirming Bank Letter of Credit should the Town receive a letter of credit from an unrated financial institution or one, that on a scale of 1 to 300, is unacceptably low.

e. In reference to Section 14.2.3, the Applicant and the Town would agree to rewrite this section to protect the Town and its taxpayers from the potential of having to pay all or some of the decommissioning expense due to inappropriate or inadequate Decommissioning Funding Assurance language or funding source.

f. In reference to Section 14.2.3 as concerns decommissioning funding assurance, it describes securing a decommissioning bond, letter of credit or other financial mechanism that provides for the irrevocable guaranty to cover the reasonable anticipated costs of complying with the Owner's decommissioning obligations. It must also state that the funding assurance must be in a form acceptable to the Town of Antrim or its Board of Selectmen.

g. In reference to Section 14.2.3, the Agreement must clarify that Letters of Credit are issued by financial institutions and they are *not* rated as described in the March 8, 2012, version of the Agreement.

h. In addition, we request that if Antrim Wind Energy, LLC, or its successor, is not able to meet its property tax obligation to the Town of Antrim, the Agreement must clearly

define the responsible party that will pay the real estate taxes during the decommissioning time period.

i. In addition, we request that the Committee not simply accept a letter or series of letters from either equity investors or lending institutions, but rather conduct a thorough examination of the terms and conditions that are typically embedded in the text of any financial conditional commitment to ensure that Antrim Wind Energy, LLC or any required guarantors, can and have satisfied all terms and conditions of financing or investing to ensure they all have been satisfied in the sole opinion of the Committee. This includes, but is not limited to, owner-required equity and any required financial covenants that may be a part of their performance requirements prior to and subsequent to securing adequate project funding.

j. And finally, we request that the Committee carefully examine the form and dollar amount of bonding or the Irrevocable Letter of Credit to the Town of Antrim to ensure that should a mid-term default occur, or it becomes necessary to decommission the project at the end of its useful life, that adequate and non-lapsing funding is in place at all times through the Facility's life.

Wherefore, Co-Intervenors Robert L. Edwards and Mary E. Allen pray that the Committee not approve the Application for a Certificate for Site and Facility without the conditions set forth above.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Mary E. Allen, do hereby certify that I served the foregoing on the parties by email.
January 14, 2013.

_____/s/_____
Mary E. Allen