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July 22, 2016

VIA ELECTRONIC MAIL & HAND-DELIVERY

New Hampshire Site Evaluation Committee
Pamela G. Monroe, Administrator
21 South Fruit Street, Suite 10
Concord, NH 03301

**Re: NH Site Evaluation Committee Docket No. 2015-02:
Application of Antrim Wind Energy, LLC for a Certificate of Site and Facility for
Construction of a Wind Project in Antrim New Hampshire – Response to Wind
Action Group’s Motion for Confidential Documents**

Dear Ms. Monroe:

Please find enclosed for filing in the above-captioned matter, an original and one copy of Applicant’s Response to Wind Action Group’s Motion to Obtain Access to Certain Confidential Documents Belonging to Antrim Wind LLC.

A copy of the attached Response was electronically sent to the distribution list, pending addition of the document to the Committee’s website.

Please contact me directly should you have any questions.

Sincerely,



Barry Needleman

BN:rs3

Enclosure

cc: Distribution List

THE STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

Docket No. 2015-02

APPLICATION OF ANTRIM WIND ENERGY, LLC
FOR A CERTIFICATE OF SITE AND FACILITY

**APPLICANT'S RESPONSE TO WIND ACTION GROUP'S MOTION TO OBTAIN
ACCESS TO CERTAIN CONFIDENTIAL DOCUMENTS BELONGING TO
ANTRIM WIND LLC**

Antrim Wind Energy, LLC ("AWE" or the "Applicant") by and through its attorneys, McLane Middleton, Professional Association, submit the following Response to Wind Action Group's Motion to Obtain Access to Certain Confidential Documents Belonging to Antrim Wind LLC (the "Motion").

1. The New Hampshire Site Evaluation Committee (the "Committee") issued an Order on the Applicant's Motion for Protective Order and Confidential Treatment on July 6, 2016 (the "Order"). The Committee granted, in part, and denied, in part, the Applicant's Motion.

2. The Committee's Order permits parties to the proceeding to submit a motion requesting disclosure of certain confidential information if they complied with the procedures set forth in the Order, including the execution of a confidentiality agreement. On July 16, 2016, Lisa Linowes, on behalf of the Wind Action Group submitted the Motion requesting certain confidential documents. Ms. Linowes included an executed copy of the Confidentiality Agreement provided by the Committee.

I. Documents Requested

3. The information requested by Ms. Linowes contains highly sensitive financial and technical information that, if disclosed, would potentially cause substantial and irreparable harm to AWE, Siemens, Reed & Reed and/or New Hampshire Electric Co-op. The Confidentiality

Agreement executed by Ms. Linowes provides no method of recourse in the event the information contained in these highly sensitive documents is misappropriated. AWE's obligations to third parties however, do contain such provisions. This potentially increases AWE's exposure to liability if a party in this Docket improperly discloses this confidential information. Given the highly sensitive nature of this information to AWE and third parties with whom AWE has an obligation to maintain confidentiality, the Applicant requests that the Committee require Ms. Linowes to execute and return the attached Non-Disclosure Agreement ("NDA"), which applies to all third party information provided by AWE to Ms. Linowes pursuant to her July 15th Motion.

4. The Applicant provides the follow responses to each of Ms. Linowes' request for documents:

a) Pro Forma Financial Statements

5. Upon receipt of the signed NDA and consistent with the Committee's Order, the Applicant will provide the pro forma financial statement requested pursuant to the requested conditions set forth below.

b) Balance of Plant Contract with Reed & Reed and Preconstruction Service Agreement

6. The Applicant has not entered into a Balance of Plant Contract with Reed & Reed at this time and does not intend to enter into such an agreement until the Applicant has received a Certificate from the Committee.

7. Upon receipt of the signed NDA and consistent with the Committee's Order, the Applicant will provide the Preconstruction Service Agreement requested pursuant to the requested conditions set forth below.

c) Reed & Reed Cost Estimates

8. Upon receipt of the signed NDA and consistent with the Committee's Order, the Applicant will provide Reed & Reed's cost estimate as requested pursuant to the requested conditions set forth below.

d) Turbine Supply Agreement and Service and Maintenance Agreement with Siemens

9. The Applicant is currently in the process of negotiating and executing a Turbine Supply Agreement ("TSA") and Service and Maintenance Agreement ("SMA") with Siemens at this time. The Applicant intends to have a fully executed TSA and SMA with Siemens before the final hearing.

10. Subject to Ms. Linowes signing the attached NDA, the Applicant shall provide the requested documents to Ms. Linowes once the requested agreements have been fully executed, subject to the conditions set forth below.

e) All Letters of Intent, other Agreements with Financial Institutions, and any Memorandum of Understanding

11. Subject to Ms. Linowes signing the attached NDA and consistent with the Committee's Order, the Applicant will provide all letters of intent or other agreements with financial institutions, including any Memorandum of Understanding, as requested pursuant to the requested conditions set forth below.

f) Information on Power Purchase Agreements

12. The Committee denied the Applicant's request to treat "information about" Power Purchase Agreements ("PPAs") as confidential. The Committee did not specifically identify what "information about" PPAs is intended to include. During discovery, Ms. Linowes requested in WA 1-30 information about the status of any PPAs "including the number MW's under negotiation and the price for the energy, RECs and capacity."

13. Subject to Ms. Linowes signing the attached NDA, the Applicant shall provide the information about the PPA to Ms. Linowes, subject to the requested conditions set forth below.

II. Requested Proposed Conditions

14. The Committee's Order does not identify the method by which the Applicant must make the requested information available to the requesting party. However, given the highly sensitive nature of the information requested, and the access to such information being granted to Ms. Linowes in this Docket, the utmost care must be taken to ensure its proper handling to prevent accidental or unauthorized disclosure. The Applicant proposes to make the information requested available by inspection only at Counsel for the Applicant's office. The requesting party may not make copies of any of the documents, which is consistent with the Committee's Order. See the Order at page 10.

15. Following the conclusion of the final hearing and any appeal process, parties to the proceeding must destroy all notes taken relating to the requested protected information.

16. In the alternative, should the Committee determine that the documents should be made available to the requesting party outside of Counsel for the Applicant's office, the Applicant requests that the documents be provided only in hard copy form. The requesting party shall not make any additional copies, consistent with the Order, and following the conclusion of the final hearing and appeals process, the requesting party shall return or destroy all protected documents and any applicable notes.

17. In addition, the Applicant requests that the documents requested by Ms. Linowes in her Motion, only be reviewed by Ms. Linowes. The intent of the Committee's Order and attached Confidentiality Agreement is to limit the dissemination of confidential information to only individuals involved in the proceeding. Ms. Linowes has held herself out as the

spokesperson for a "loosely organized entity." To permit Ms. Linowes to share this information with an unknown number of individuals, alleging to be part of the Wind Action Group, would defeat the purpose for the Committee's Order. If Ms. Linowes wishes to provide the information to any other person, she should be required to identify, explain why they need access and if the Committee grants them access, also be required to sign the confidentiality order and NDA.

18. The Applicant believes these requests are reasonable, not unduly burdensome and will help to ensure that the highly sensitive information Ms. Linowes seeks to review is treated appropriately.

Respectfully Submitted,

Antrim Wind Energy, LLC

By its attorneys,

McLANE MIDDLETON,
PROFESSIONAL ASSOCIATION

Dated: July 22, 2016

By:



Barry Needleman, Bar No. 9446
Rebecca S. Walkley, Bar No. 266258
11 South Main Street, Suite 500
Concord, NH 03301
(603) 226-0400
barry.needleman@mclane.com

Certificate of Service

I hereby certify that on the 22nd day of July 2016, an original and 1 copy of the foregoing Motion was hand-delivered to the New Hampshire Site Evaluation Committee.


Barry Needleman

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**"), entered into and made effective as of the ___ day of _____ 2016, is by and between Antrim Wind Energy, LLC ("**Discloser**"), a Delaware limited liability company having its principal offices at 155 Fleet Street, Portsmouth, NH 03801 and Lisa Linowes ("**Recipient**"), having an address at 286 Parker Hill Road, Lyman, NH 03585. Recipient and Discloser are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**";

WHEREAS, Discloser is the owner and developer of the planned 28.8 Antrim Wind Energy Project. Which has submitted an application for a Certificate of Site and Facility ("**Certificate**") to the New Hampshire Site Evaluation Committee ("**SEC**") in SEC Docket 2015-02;

WHEREAS, the SEC has ordered the Discloser to make certain confidential information of Discloser and other third parties with whom Discloser has an obligation to maintain confidentiality including, without limitation Siemens Energy, Inc., New Hampshire Electric Cooperative, Inc., and Reed & Reed, Inc., available to intervenors in Docket 2015-02 subject to the terms of the SEC order (the "**Order**"); and

WHEREAS, Recipient is an intervenor in SEC Docket 2015-02 and has filed a motion dated July 15th, 2016 with the SEC requesting such information (the "**Motion**");

Now, therefore, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, parties agree as follows:

1. Confidential Information. "**Confidential Information**" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, digital or visual) and whether prepared by Discloser or not, which is disclosed to Recipient in connection with the Order and the Motion in SEC Docket 2015-02 and including but not limited to all contracts, agreements, technical exhibits information or data, reports, analyses, notes, financial models, term sheets, agreements, lease terms or other information that are based on, contain or reflect any such confidential information. Confidential Information shall not include the following:

- (a) information which is or becomes publicly available other than as a result of a violation of this Agreement;
- (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Recipient to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Discloser; or
- (c) information which the Recipient can demonstrate was legally in its possession prior to disclosure by the Discloser.

(d) information which the Recipient can demonstrate was developed independently by those employees, affiliates, agents or contractors of the Recipient who or which did not have access to the Confidential Information.

2. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than in connection with the Recipient's role as a party in SEC Docket 2015-02. Confidential Information shall be held in strict confidence by the Recipient and shall not be disclosed in any manner whatsoever without prior written consent of the Discloser.

3. Required Disclosure. In the event that the Recipient is requested or required (by oral questions, interrogatories, requests for information, or by applicable legal or regulatory authority or by any administrative or government body) to disclose any Confidential Information, the Recipient shall promptly notify the Discloser of such request or requirement prior to disclosure so that the Discloser may seek an appropriate protective order and/or waive compliance with the terms of this Agreement, as applicable. In the event that a protective order or other remedy is not obtained by the time that the Recipient is required to disclose the Confidential Information, or the Discloser waives compliance with the provisions hereof, the Recipient agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information after its disclosure.

4. Remedies. All Parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Discloser shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of litigation or arbitration relating to this Agreement, if a court or arbitration panel of competent jurisdiction determines that the Recipient has breached this Agreement, Recipient shall be liable to the Discloser for the amount of the reasonable legal fees incurred in connection with such litigation, including any appeal therefrom.

5. Return or Destruction. Upon the conclusion of SEC Docket 2015-02 all Confidential Information in the possession and/or control of the Recipient shall be returned to the Discloser or destroyed, at the option and instruction of the Discloser.

6. No Other Agreement. It is understood that this Agreement is not intended to and does not, obligate parties to enter into any further agreements.

7. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the Recipient. Further, nothing contained in this Agreement shall compel the Discloser to furnish information to the Recipient beyond the requirements of the Order.

Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any intellectual property of the Discloser,

including but not limited to the Discloser's trademarks, trade names, trade dress, logos, copyrights or patents. The Recipient shall not be permitted to use, display or reproduce Discloser's trademarks, trade names, trade dress or logos in any fashion without the express written consent of the Discloser.

8. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

9. No Assignment. This Agreement may not be assigned, except with prior written consent of the non-assigning parties (which may be withheld at its sole discretion), and any attempted assignment shall be null and void as to the non-assigning Party.

10. Representations and Warranties. The Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information.

11. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Discloser.

12. Governing Law. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

13. Term. This Agreement shall remain in force for the duration of SEC Docket 2015-02 at which time it shall expire. Notwithstanding the foregoing, the terms contained in Sections 2, 3, 4 & 5 shall survive any termination or expiration of this Agreement.

14. Affiliate. "Affiliate" means any other person (natural person, corporation, limited liability company, partnership, firm, association, or any other entity whether acting in an individual, fiduciary or other capacity) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Party specified.

15. Notices. Any notices or requests that may be given or made pursuant to this Agreement must be in writing and delivered personally, by registered or certified mail, postage prepaid, by a recognized overnight delivery service or by facsimile, which shall be deemed received upon confirmation of receipt in legible form to the parties at the following:

If to Discloser to:
Antrim Wind Energy LLC, LLC
155 Fleet Street
Portsmouth, NH 03801
Attention: Jack Kenworthy
Facsimile: (603) 386-6743

If to Recipient to:

18. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality and use of Confidential Information.

19. Counterparts. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

ANTRIM WIND ENERGY, LLC

By: _____

Its: _____

Dated: _____

LISA LINOWES

By: _____

Dated: _____