

STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

September 13, 2016 - 10:05 a.m.
 Public Utilities Commission
 21 South Fruit Street Suite 10
 Concord, New Hampshire

DAY 1

*Morning Session
 ONLY*

NHPUC SEP19'16 PM12:51

IN RE: SEC DOCKET NO. 2015-02
 ANTRIM WIND ENERGY, LLC
 Application of Antrim Wind
 Energy, LLC for a Certificate
 of Site and Facility.
 (Hearing on the merits)

**PRESENT FOR
 SUBCOMMITTEE:**

SITE EVALUATION COMMITTEE:

Cmsr. Robert R. Scott Public Utilities Commission
 (Presiding as Presiding Officer)

Cmsr. Jeffrey Rose	Dept. of Resources & Economic Development
Dr. Richard Boisvert (Designee)	Dept. of Cultural Resources/ Div. of Historical Resources
John S. Clifford (Designee)	Public Utilities Commission/ Legal Division
Dir. Eugene Forbes (Designee)	Dept. of Environ. Services/ Water Division
Patricia Weathersby	Public Member

Also Present for the SEC:

Michael J. Iacopino, Esq. (Brennan...
 Pamela G. Monroe, SEC Administrator
 Marissa Schuetz, SEC Program Specialist

COURT REPORTER: Steven E. Patnaude, LCR No. 052



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APPEARANCES: Reptg. Antrim Wind Energy (Applicant):
Barry Needleman, Esq. (McLane...)
Rebecca S. Walkley, Esq. (McLane...)
Henry Weitzner (Antrim Wind Energy)
Jack Kenworthy (Antrim Wind Energy)
Eric Shaw (RWE)
Arthur Cavanagh (Reed & Reed)

Reptg. Counsel for the Public:
Mary E. Maloney, Esq.
Asst. Atty. General
N.H. Attorney General's Office

Reptg. the Town of Antrim:
Justin C. Richardson, Esq. (Upton...)
John Robertson, Chairman
Robert Edwards, Selectman

Reptg. Harris Center for Conservation Education:
Stephen Froling, Esq.
James Newsom, Esq.

Reptg. Audubon Society:
Francie Von Mertens
Carol Foss

Reptg. Abutting Landowners Group:
Barbara Berwick, *pro se*
Bruce Berwick, *pro se*

Reptg. Allen/Levesque Group:
Charles Levesque, *pro se*
Mary Allen, *pro se*

Reptg. Meteorologists Group:
Dr. Fred Ward

Reptg. the Wind Action Group:
Lisa Linowes

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APPEARANCES: (C o n t i n u e d)

Wes Enman, *pro se*

Reptg. Non-Abutting Landowners Group:

Richard Block, *pro se*

Annie Law, *pro se*

Robert Cleland, *pro se*

Elsa Voelcker, *pro se*

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I N D E X

PAGE NO.

**WITNESS PANEL: HENRY WEITZNER
 ERIC SHAW**

Direct examination by Mr. Needleman	40
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Cross-examination by Ms. Berwick	47
Cross-examination by Mr. Block	66
Cross-examination by Mr. Levesque	67
Cross-examination by Dr. Ward	68

E X H I B I T S*** * PREMARKED EXHIBITS * ****(from Master Exhibit List)***EXHIBIT ID with DESCRIPTION:****APPLICANT:**

1
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7 App. 1 Henry Weitzner/Eric Shaw Testimony
8 App. 2 Darrell Stovall Testimony
9 App. 3 A. Cavanagh/D. Marcucci Testimony
10 App. 4 Matt Magnusson Testimony
11 App. 5 Richard Will/Russ Stevenson Testimony
12 App. 6 Rob O'Neal Testimony
13 App. 7 Dana Valleau/Adam Gravel Testimony
14 App. 8 Dan Butler/Patrick Martin Testimony
15 App. 9 David Raphael Testimony
16 App. 10 Jack Kenworthy Testimony
17 App. 11 Comment Letter from NH Sierra Club
18 (January 5, 2016)
19 App. 12 Comment Letter from NH Sustainable
20 Energy Association (February 19, 2016)
21 App. 13 Rob O'Neal Supplemental testimony in
22 Response to Rule Changes (Feb. 19, 2016)
23 App. 14 Supplemental Testimony of Jack Kenworthy
24 (March 3, 2016)
App. 15 Supplemental Testimony of Henry Weitzner
and Eric Shaw (March 3, 2016)

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E X H I B I T S (continued)

- App. 16 Comment Letter from Nature Conservancy
(April 8, 2016)
- App. 17 Letter from Antrim Wind Energy, LLC to
Site Evaluation Committee providing an
update regarding PPA Negotiations and
FAA lighting (May 17, 2016)
- App. 18 Letter from Antrim Wind Energy, LLC to
the Site Evaluation Committee providing
responses to DES Data Requests
(June 27, 2016)
- App. 19 NHF&G Letter re: Biological Assessment
(July 1, 2016)
- App. 20 Supplemental Testimony of Henry Weitzner
and Eric Shaw
- App. 21 Supplemental Testimony of Rob O'Neal
- App. 22 Supplemental Testimony of Dana Valleau
and Adam Gravel
- App. 23 Supplemental Testimony of David Raphael
- App. 24 Supplemental Testimony of Jack Kenworthy
- App. 25 NH DHR Letter of Final Decision
- App. 26 AWE and NH Department of Historical
Resources Memorandum of Understanding
- App. 27 Letter from George Bald, Board Chair at
Pease Development Authority
- App. 28 Letter from New England Forestry
Foundation (July 29, 2016)
- App. 29 New Hampshire Sierra Club Letter
(August 15, 2016)

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E X H I B I T S (continued)

- App. 30 Antrim Wind Energy Decision Tree -
Provided in Response to Counsel for
the Public Data Request
- App. 31 V-Bar Summary of Wind Resource Assessment
(April 8, 2016)
- App. 32 DES Final Decision and Conditions
(August 30, 2016)
- App. 33 Application Volume 1 (October 2, 2015)
- App. 34 Supplement to Application re: New Rules
(February 19, 2016)
- App. 35 Second Supplement to Application
(March 3, 2016)

WES ENMAN: (No Exhibits Submitted)

GIFFEN/PRATT INTERVENORS: (No Exhibits Submitted)

TOWN OF ANTRIM:

- Antrim 1 Testimony of Lempster Selectmen Everett
Thurber (May 23, 2016)
- Antrim 2 Testimony of the Antrim Board of Selectmen
(May 23, 2016)
- Antrim 3 Supplemental Testimony of the Antrim Board
of Selectmen (August 18, 2016)

ABUTTING PROPERTY OWNERS:

- Abutter 1 Janice Longgood prefiled testimony
- Abutter 2 Janice Longgood exhibits
- Abutter 3 Antrim Selectmen prefiled testimony

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E X H I B I T S (continued)

Abutter 4 Audubon prefiled testimony

Abutter 5 AWE 2012-01 Appendices 13A, 13B Sound Level and Flicker Study Assessment Report 2011

Abutter 6 Prefiled Testimony of Barbara Berwick

Abutter 7 Barbara Berwick's addendum to prefiled testimony

Abutter 8 Supplemental testimony of Barbara Berwick

Abutter 9 Prefiled testimony of Bruce Berwick

Abutter 10 Prefiled testimony of Stephen Berwick

Abutter 11 Prefiled testimony of Lorraine Block

Abutter 12 Prefiled testimony of Richard Block

Abutter 13 Prefiled testimony - Richard Block exhibits

Abutter 14 Prefiled Supplemental Testimony of Richard Block

Abutter 15 Exhibits for Prefiled Testimony of Michael J. Buscher

Abutter 16 Prefiled Testimony of Christopher Condon in Docket 2014-05

Abutter 17 Prefiled Testimony of Kellie Connelly

Abutter 18 Wes Enman Rebuttal Submission Testimony

Abutter 19 Carol Foss Supplemental Testimony

Abutter 20 Prefiled Testimony of Richard James

Abutter 21 Supplemental Testimony of Richard James

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E X H I B I T S (continued)

Abutter 22 Exhibits to prefiled testimony from
Geoff Jones

Abutter 23 Annie Law exhibits

Abutter 24 Prefiled Testimony of Annie Law

Abutter 25 Lisa Linowes Testimony

Abutter 26 Lisa Linowes Supplemental Testimony

Abutter 27 Prefiled Testimony of Everett Thurber

Abutter 28 Prefiled Testimony of Fred Ward

Abutter 29 Jack Kenworthy Attachment JK10

Abutter 30 Jack Kenworthy Supplemental
Testimony JK12

Abutter 31 Jack Kenworthy Supplemental
Testimony 14a

Abutter 32 Jack Kenworthy Supplemental
Testimony 14b

Abutter 33 Jack Kenworthy Supplemental
Testimony 14c

Abutter 34 Jack Kenworthy Supplemental
Testimony 14d

Abutter 35 Visual impact assessments

NON-ABUTTING PROPERTY OWNERS:

NA 1 Article "Wind Turbine Setbacks" by
Michael McCann - July 1, 2010

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E X H I B I T S (continued)

- NA 2 Letter September 9, 2004 re:
Impact of Wind Turbine Generators
on Property Values
- NA 3 Article "Falmouth Real Estate -
The (Wind) Turbine Effect" (May 14, 2013)
- NA 4 Article - Fairhaven, MA - "Turbines
Complicate Sales of Abutting Homes"
(May 25, 2013)
- NA 5 Article - Cumberland Times-News "32
Lawsuits Filed Against Pinnacle
Wind Farm" (November 14, 2013)
- NA 6 Article - Blog Post by Thomas Content
of the Journal Sentinel "Critics
Say Wind Turbines Hurt Land Values"
(September 11, 2009)
- NA 7 Submitted with Supplemental Pre-filed
Testimony Property Value Impact &
Zoning Evaluation 1/6/11 prepared by
McCann Appraisal, LLC (1/6/11)
- NA 8 Pre-Filed Direct Testimony of Richard
Block
- NA 9 Pre-Filed Direct Testimony of Richard
Block - Attachments
- NA 10 Data Map Color Coding
- NA 11 Pre-Filed Direct Testimony of Loranne
Carey Block
- NA 12 Pre-Filed Direct Testimony of Michael J.
Buscher
- NA 13 Supplemental Pre-Filed Direct Testimony of
Richard Block

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E X H I B I T S (continued)

STODDARD CONSERVATION COMMISSION:

SCC Exhibit A August 22, 2016 Letter from
Stoddard Selectmen supporting
the SCC's position

SCC Exhibit B SEC AWE Powerpoint Presentation
(in PDF format), to be presented
using Powerpoint

SCC Exhibit C Prefiled Testimony of SCC

SCC Exhibit D JWM Article: Wind Energy
Development and Wildlife
Conservation: Challenges &
Opportunities

LEVESQUE/ALLEN INTERVENORS:

LA 1 Mary Allen Pre-Filed Testimony

LA 2 Keene Sentinel Article 1996

LA 3 Charles Levesque Pre-Filed Testimony

LA 4 Levesque Resume

LA 5 Antrim Master Plan

LA 6 Antrim Zoning Ordinance

LA 7 Antrim Open Space Conservation Plan

LA 8 Antrim Zoning Ordinance Town Meeting
Votes

LA 9 Chris Wells Pre-Filed Testimony

LA 10 Chris Wells Resume

LA 11 Quabbin to Cardigan fact sheet

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E X H I B I T S (continued)

- LA 12 Quabbin to Cardigan Plan
LA 13 Quabbin to Cardigan 10 year progress - map
LA 14 Supersanctuary map

METEOROLOGY INTERVENORS:

- MI 1 Pre-filed Testimony of Fred Ward
MI 2 Billboard Valuation Guide
MI 3 Schomer Reply
MI 4 Reilly Letter to M. Honigberg
MI 5 Wind Speed Correlation, 12 Stations,
January 2012
MI 6 Albany, NY January 2012
MI 7 Bangor, ME January 2012
MI 8 Blue Hill, MA January 2012
MI 9 Boston, MA January 2012
MI 10 Bridgeport, CT January 2012
MI 11 Burlington, VT January 2012
MI 12 Concord, NH January 2012
MI 13 Hartford, CT January 2012
MI 14 Mt. Washington, NH January 2012
MI 15 Portland, ME January 2012
MI 16 Providence, RI January 2012
MI 17 Worcester, MA January 2012

E X H I B I T S (continued)**WIND ACTION:**

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4 WA-01 Linowes Prefiled Testimony (corrected)
5 WA-02 Linowes Supplemental Prefiled Testimony
6 WA-03 Linowes Supplemental Prefiled Testimony
7 **{CONFIDENTIAL}**
8 WA-04 Pro-forma scenarios **{CONFIDENTIAL}**
9 WA-05 Why NearField Measurements and noise
10 model
11 WA-06 Wallace Noise Modeling Verification
12 WA-07 SWT-Acciona Compare
13 WA-08 AWE Response to Data Requests
14 WA-09 Andrew Timmins e-mail
15 WA-10 2016-06-Thurber Responses to WindAction
16 Data Requests Updated
17 WA-11 Town of Antrim Responses to Tech Session
18 Requests
19 WA-12 MassCEC Wind Turbines Acoustics Study
20 WA-13 Hessler-Buckeye Noise Analysis
21 WA-14 Noise Impact Assessment of the Proposed
22 Hermanville Wind Farm
23 WA-15 09-15-15 Mason County Planning and
24 Zoning Department to the SEC

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E X H I B I T S (continued)

AUDUBON SOCIETY OF NEW HAMPSHIRE:

- ASNH 1 Pre-filed Testimony of Michael J. Bartlett
on Behalf of ASNH with Attachments
(May 24, 2016)
- ASNH 2 First Supplement Pre-filed Direct
Testimony of Douglas A. Bechtel on
Behalf of ASNH with Attachments
(August 15, 2016)
- ASNH 3 Pre-filed Direct Testimony of Carol R.
Foss on Behalf of ASNH with Attachments
(May 24, 2016)
- ASNH 4 First Supplemental Pre-filed Direct
Testimony of Carol R. Foss on Behalf
of ASNH with Attachments (August 15, 2016)
- ASNH 5 Pre-filed Testimony of Frances Von Mertens
on Behalf of ASNH with Attachments
(May 24, 2016)
- ASNH 6 Pre-filed Direct Testimony of Michael J.
Buscher on Behalf of ASNH with Attachments
(May 23, 2016)
- ASNH 7 Visual Simulation Antrim Wind: Willard
Pond Prepared by T.J. Boyle Associates
(May 10, 2016)

COUNSEL FOR THE PUBLIC:

- CFP 1 Pre-filed Testimony Kellie Connelly,
including Attachments 1 through 22

1 **P R O C E E D I N G**

2 PRESIDING OFCR. SCOTT: Okay. Good
3 morning. Good morning.

4 FROM THE FLOOR: Good morning.

5 PRESIDING OFCR. SCOTT: I was testing
6 the microphone, not you all. But thank you.

7 My name is Bob Scott. I'm a
8 Commissioner with the Public Utilities
9 Commission, and I'll be the Presiding Officer
10 for this docket. Again, this is Docket SEC
11 Number 2015-02, the Application for Antrim Wind
12 Energy, LLC, for a Certificate of Site and
13 Facility. This is the first day of the
14 evidentiary proceedings in this adjudicative --
15 adjudicated matter, excuse me.

16 I've introduced myself. At this
17 point, I'd like to introduce the other members
18 of the Subcommittee. So, I'll start on my
19 left.

20 MR. CLIFFORD: John Clifford, Staff
21 Attorney for the -- John Clifford, Staff
22 Attorney, New Hampshire Public Utilities
23 Commission.

24 PRESIDING OFCR. SCOTT: And,

1 especially for the new members and members of
2 the public, when you do speak, turn on the
3 microphone, the red light will come on. And
4 you have to actually get pretty close to the
5 microphone, closer than you think you may need
6 to.

7 So, Mr. Rose.

8 CMSR. ROSE: Good morning. Jeff
9 Rose. I serve as the Commissioner of the
10 Department of Resources & Economic Development.

11 DR. BOISVERT: Richard Boisvert,
12 Deputy State Historic Preservation Officer with
13 the New Hampshire Division of Historical
14 Resources.

15 MS. WEATHERSBY: Good morning.
16 Patricia Weathersby. I'm a public member.

17 DIR. FORBES: Good morning. I'm Gene
18 Forbes, Director of the Water Division at the
19 Department of Environmental Services. I'm here
20 as a designee from Commissioner Tom Burack.

21 PRESIDING OFCR. SCOTT: And I'd also
22 like to introduce our attorney, Mr. Iacopino.
23 I think most of you know him.

24 MR. IACOPINO: Good morning.

1 PRESIDING OFCR. SCOTT: And the
2 Administrator for the SEC, Ms. Pam Monroe.
3 Okay. Thank you.

4 I'll give a little bit of background
5 for the record. On October 2nd, 2015, Antrim
6 Wind Energy filed an Application for a
7 Certificate of Site and Facility with the Site
8 Evaluation Committee. Antrim proposes to site,
9 construct, and operate nine Siemens SWT-3.2-113
10 direct-drive wind turbines capable of
11 generating 3.2 megawatts, for a total nameplate
12 capacity of 28.8 megawatts, and associated
13 civil and electrical infrastructure.

14 The Project is proposed to be located
15 in the Town of Antrim on the Tuttle Hill
16 ridgeline spanning southwestward to the
17 northeastern slope of Willard Mountain. The
18 Project will be constructed primarily on the
19 ridgeline that starts approximately
20 three-quarters of a mile south of Route 9, and
21 runs south-west for approximately two miles.
22 The Project will be located in the rural
23 conservation zoning district on private lands
24 owned by six landowners and leased by Antrim

1 Wind. Antrim Wind seeks the issuance of a
2 Certificate of Site and Facility approving the
3 siting, construction, and operation of the
4 Project.

5 On October 20th, 2015, a Subcommittee
6 was appointed to consider the Application filed
7 in this docket. On December 1st, 2015, the
8 Subcommittee found that the Application
9 contained sufficient information to carry out
10 the purposes of 162-H and accepted the
11 Application.

12 Assistant Attorney General Mary
13 Maloney is Counsel for the Public on this
14 matter. Maybe, Mary, you can raise your hand.
15 I think everybody knows you anyways. Thank
16 you.

17 On February 16, 2016, we issued an
18 order granting the following petitions to
19 intervene, combining intervenors into the
20 following groups: The Town of Antrim Board of
21 Selectmen; the Stoddard Conservation
22 Commission; the Harris Center for Conservation
23 Education; the Audubon Society of New
24 Hampshire; Windaction Group; the International

1 Brotherhood of Electrical Workers; the
2 meteorologist group of intervenors, including
3 Richard Hendl, Joseph D'Aleo, Robert Copeland,
4 Bruce Schwoegler, and Fred Ward, Ph.Ds; the
5 Abutting Residents Group of intervenors,
6 including Bruce Berwick, Barbara Berwick,
7 Stephen Berwick, Brenda Schaefer, Mark
8 Schaefer, Nathan Schaefer, Janice Duley
9 Longgood, and Craig A. -- Clark A. Craig, Jr.,
10 excuse me; the Non-Abutting Property Residents,
11 including Lorraine Casey Block, Richard Block,
12 Annie Law, Robert Cleland, Ken Henninger, Jill
13 Fish, Elsa Voelcker, Mary Sherbourne, Joshua
14 Buco, Katherine Sullivan, and Rosamund Iselin.

15 MS. VOELCKER: Can I make a
16 correction?

17 PRESIDING OFCR. SCOTT: Please do.

18 MS. VOELCKER: His name is Clark
19 Craig.

20 PRESIDING OFCR. SCOTT: Yes. I tried
21 to correct myself. But thank you very much.

22 Also in the intervening groups are
23 Wesley Enman; also is a Levesque/Allen
24 intervenors, including Charles A. Levesque and

1 Mary Allen; the Pratt/Giffin group of
2 intervenors, including Benjamin Pratt and John
3 Giffin.

4 We are here today for an adjudicative
5 hearing, which, in other words, means a hearing
6 on the merits of the Application. The issue to
7 be considered is whether we should grant or
8 deny the Application.

9 We're going to begin this morning by
10 taking appearances. Following that, I'll deal
11 with some pending motions, administrative
12 items, and then we'll begin with the witnesses
13 in the order that had been agreed to from the
14 parties.

15 For those who don't have experience
16 before the SEC, please note that these
17 proceedings are transcribed. Mr. Patnaude
18 here, for him to accurately take a record of
19 what is said, it's important to speak into the
20 microphone, talk clearly, not too fast, and
21 only talk one at a time. So, you may hear me
22 remind you of that during the proceedings.

23 Also, for those who are new to this
24 process, we have blocked out several days to

1 ensure that the Committee -- the Subcommittee
2 is available to hear these and deliberate on
3 this matter. Today, we'll take a lunch break,
4 and probably a couple rest breaks for the
5 transcriptionist.

6 With that, we'll begin taking
7 appearances. For the applicant?

8 MR. NEEDLEMAN: Good morning. Barry
9 Needleman, and next to me is Rebecca Walkley,
10 from McLane Middleton, representing the
11 Applicant.

12 PRESIDING OFCR. SCOTT: Thank you.

13 MR. KENWORTHY: Jack Kenworthy, from
14 Antrim Wind Energy.

15 MR. SHAW: Eric Shaw, from RWE.

16 MR. WEITZNER: Henry Weitzner, from
17 Antrim Wind Energy.

18 PRESIDING OFCR. SCOTT: Thank you. I
19 think the Town is next.

20 MR. RICHARDSON: Good morning.
21 Justin Richardson, with Upton & Hatfield, here
22 for the Town of Antrim. With me here at
23 counsel's table, I have the Chairman of the
24 Board of Selectmen, John Robertson, and Bob

1 Edwards.

2 PRESIDING OFCR. SCOTT: Thank you.

3 Next, please?

4 MR. FROLING: My name is Stephen
5 Froling. I'm here representing the Harris
6 Center for Conservation Education, with my
7 colleague, James Newsom.

8 PRESIDING OFCR. SCOTT: Thank you.

9 Next?

10 MR. CAVANAGH: Arthur Cavanagh, with
11 Reed & Reed.

12 PRESIDING OFCR. SCOTT: Sounds like
13 we're on the other side of the room now.

14 MS. BERWICK: Barbara Berwick,
15 abutter.

16 MR. BERWICK: Bruce Berwick, abutter.

17 MS. VOELCKER: Elsa Voelcker, North
18 Branch.

19 MS. VON MERTENS: Francie Von
20 Mertens, good morning. New Hampshire Audubon.

21 MS. FOSS: Carol Foss, New Hampshire
22 Audubon.

23 MR. LEVESQUE: Charles Levesque, for
24 the Allen/Levesque Intervenor Group. And with

1 me is Mary Allen.

2 PRESIDING OFCR. SCOTT: Thank you.

3 MS. LAW: Annie Law, abutter --
4 non-abutter, sorry. And I have with me Robert
5 Cleland, non-abutter.

6 DR. WARD: Fred Ward for the
7 meteorologists.

8 MS. MALONEY: Mary Maloney, Counsel
9 for the Public.

10 MS. LINOWES: Lisa Linowes with Wind
11 Action.

12 MR. BLOCK: And Richard Block,
13 Non-Abutters Group.

14 PRESIDING OFCR. SCOTT: Thank you
15 all. As I mentioned, I'd like to address some
16 administrative matters, and we do have a couple
17 motions before us. I'd like to address --
18 start with the Wind Action motion to compel
19 regarding the Siemens agreements. Perhaps we
20 could start with the Applicant.

21 MR. NEEDLEMAN: Mr. Chairman, as you
22 know, we received this motion yesterday. Ms.
23 Linowes circulated a draft on Friday. We do
24 intend to object. Frankly, given the short

1 notice and preparation for this hearing, we
2 haven't had time to put that objection
3 together.

4 If you'd like, I can spoke to you
5 generally about our views on it?

6 PRESIDING OFCR. SCOTT: Perhaps you
7 could do that.

8 MR. NEEDLEMAN: Well, first of all,
9 as a procedural matter, we think it's
10 problematic that this motion was filed at the
11 last minute. As the Chair knows, we have
12 motions to strike pending, and we endeavored to
13 get those in early so that others would have an
14 opportunity to object, and the Committee would
15 have a reasonable amount of time to consider
16 them.

17 Setting aside the procedural issue,
18 substantively, what we will indicate in our
19 objection is, number one, we still don't have a
20 signed TSA or Service Maintenance Agreement.
21 And our commitment was to provide final
22 versions of those documents. Mr. Weitzner will
23 be able to explain the status of those
24 negotiations. They are ongoing. We hope to

1 have them soon.

2 We certainly don't think under any
3 circumstances that we should be required to
4 provide draft versions of contracts. I think
5 there is precedent at this Committee, and
6 certainly substantial precedent at the PUC,
7 against providing draft versions of documents.
8 We also would argue that drafts are irrelevant.

9 And, finally, with respect to the
10 kind of information that Ms. Linowes is seeking
11 in those documents regarding cost, that
12 information was provided in the proformas that
13 we provided to her confidentially. And
14 Mr. Weitzner and Mr. Shaw will be available to
15 speak to that information and testify to it.
16 So, to the extent she feels that she needs to
17 explore that, she'll be able to do so in that
18 context.

19 PRESIDING OFCR. SCOTT: Thank you.
20 So, just to reiterate, you said the proformas
21 -- proformas listed all the areas that the
22 contract is expected to cover, is that a
23 correct statement?

24 MR. NEEDLEMAN: I'm not sure they

1 listed all the areas. But, I think, with
2 respect to the sort of cost information that we
3 expect to incur regarding those contracts, I
4 think that type of information is there
5 generally, and Mr. Weitzner can certainly speak
6 to it today.

7 PRESIDING OFCR. SCOTT: Would the
8 Applicant feel comfortable sharing the areas
9 that the contract is expected to cover?

10 MR. NEEDLEMAN: I think Mr. Weitzner
11 could speak to that generally. And we've
12 already provided that information on a
13 confidential basis to Ms. Linowes in the
14 proformas.

15 PRESIDING OFCR. SCOTT: Okay. So,
16 I'm inclined to rule on this. Does anybody
17 have any other? Ms. Linowes.

18 MS. LINOWES: Yes, Mr. Chairman. Can
19 I respond back to what was just stated?

20 PRESIDING OFCR. SCOTT: Go ahead. I
21 don't want to go back and forth all day here.

22 MS. LINOWES: Okay. I just want to
23 say that the information that's in the proforma
24 is merely an aggregate price that the O&M costs

1 will be. It is not broken out. And perhaps
2 Mr. Weitzner can speak to that today, I hope
3 that will be the case.

4 Number two, there was no expectation
5 that the contracts had to be fully signed, and
6 there was -- before -- or, executed before it
7 be made available to me. Nor was it -- the
8 fact being that the Applicant did not inform me
9 until prompted last week that the contracts
10 were even in his possession. And there was an
11 ongoing discovery request, and I should have at
12 least been informed of that.

13 So, I'm hopeful that the hearing
14 today will deliver the information I'm looking
15 for. But, when you're saying -- when
16 Mr. Needleman is saying that it's generally
17 available -- it's "generally available in the
18 proforma", that word "generally" is a big word,
19 and it's very difficult to tease out any
20 information from that. Thank you.

21 MR. NEEDLEMAN: Mr. Chairman, two
22 other points?

23 PRESIDING OFCR. SCOTT: Please.

24 MR. NEEDLEMAN: The status of those

1 documents has not changed since we first had
2 these discussions back in May. They continue
3 to be draft documents. They are under
4 negotiation. They are not final. Number one.

5 Number two, these types of documents
6 typically are not finalized until well after a
7 proceeding like this is concluded. And, so,
8 relative to other projects like this, we are
9 well advanced in terms of preparations of these
10 types of documents.

11 But I simply haven't had time to go
12 back and look at other wind dockets that this
13 Committee has considered. But I think, if I
14 did, I would probably discover that these type
15 of documents were not finalized at this point
16 in the proceeding.

17 PRESIDING OFCR. SCOTT: Anybody else?

18 MS. MALONEY: Well, I --

19 PRESIDING OFCR. SCOTT: Ms. Maloney.

20 MS. MALONEY: This is Counsel for the
21 Public. I just want to say that previously I
22 think the information that you provided earlier
23 was that these would be finalized as of May of
24 2016, and you'll be providing a copy to Counsel

1 for the Public.

2 So, now you're saying they're not
3 finalized, and I assume I'll get a copy when
4 they're finalized?

5 MR. NEEDLEMAN: Absolutely. I mean,
6 the whole point was to get them finished, but
7 just it hasn't happened. And Mr. Weitzner, and
8 I suppose Mr. Kenworthy, when he testifies, can
9 explain the status of those negotiations and
10 why they haven't completed them.

11 MS. MALONEY: Okay.

12 PRESIDING OFCR. SCOTT: With the
13 expectation that the areas covered under the
14 contract will be discussed in oral testimony,
15 I'm going to rule against the motion to compel.

16 So, the next issue is we have a
17 motion to strike from the Applicant for
18 Mr. Block's, Mr. Law's [Ms. Law's?],
19 Mr. Cleland's, Ms. Berwick, and Mr. Jones'
20 supplemental testimony.

21 So, first, I'd like, hope you don't
22 mind, Mr. Iacopino, I'm going to put you on the
23 spot and hand you the microphone. So, if you
24 could remind the Subcommittee on the applicable

1 rules of evidence under RSA 541-A, what applies
2 here and what doesn't apply here.

3 MR. IACOPINO: Sure. RSA 541-A,
4 Section 33, II, defines the rules of evidence
5 for administrative proceedings. It essentially
6 says that the rules of evidence do not apply.
7 Evidence may be admissible if it is relevant
8 and is not immaterial, and will not unduly
9 delay, I believe is the language that is -- or,
10 "be unduly repetitious", which is the language
11 that is contained in the statute.

12 We don't have, with respect to the
13 motion to strike, which is really based on sort
14 of the practice before the Committee, we don't
15 have a rule that specifically explains or
16 defines what supplemental testimony is or what
17 it should include. However, I did advise the
18 parties at the, I believe, the first technical
19 session that the practice before the Committee
20 was that the supplemental testimony is
21 something that is used in order to address
22 issues that you learn about during the course
23 of discovery, after you have filed your
24 original prefiled testimony. Things that you

1 learn either from the filings of other parties
2 or that you learn during the course of
3 discovery. Could include issues that perhaps
4 you weren't aware of before, it could include
5 items of evidence that you might not have been
6 aware of. Could include arguments that other
7 parties have made or intend to make. And those
8 are all fair fodder for supplemental testimony.

9 So, to the extent that there is a
10 practice before the Committee, that practice
11 has been that the supplemental testimony
12 generally is based upon information obtained
13 since the time of the filing of the initial
14 testimony.

15 However, you are governed by RSA
16 541-A, Section 33, which says that the rules of
17 evidence don't apply, and admissible evidence
18 includes relevant evidence that is not
19 immaterial and not unduly repetitious. So,
20 "relevance" is the touchstone. The practice
21 has been this -- that we have -- we do have
22 this process where you file supplemental
23 testimony in order to respond to new things
24 that are learned.

1 I'm sorry if that was a long
2 explanation.

3 PRESIDING OFCR. SCOTT: Thank you.
4 That's helpful for me anyways.

5 So, in reviewing the supplemental, I
6 do find that the Cleland supplemental is not as
7 relevant to this particular situation. So, I
8 will grant the motion to strike as it applies
9 to the Cleland 2011 appraisal in their
10 supplemental.

11 However, as I'm inclined to give *pro*
12 *se* intervenors a little bit more latitude, I
13 find each of the other filings do have
14 plausible arguments that are relevant, I do
15 deny the motion regarding the other
16 submissions.

17 *(Presiding Ofcr. Scott*
18 *conferring with Mr. Iacopino.)*

19 PRESIDING OFCR. SCOTT: Yes. Thank
20 you. And we'll issue a written order, probably
21 tomorrow, but soon, with the details of that.

22 Ms. Maloney, you look like you would
23 like to ask a question?

24 MS. MALONEY: No. Am I understanding

1 that the -- an appraisal of property values you
2 said is not relevant to the proceeding?

3 MR. IACOPINO: It's an appraisal from
4 2011 of a property in Brewster, Massachusetts.
5 It's a McCann Appraisal, it's attached to
6 Mr. Cleland and Ms. Law's supplemental
7 testimony.

8 MS. MALONEY: And that was sort of a
9 before and after a wind farm went up or --

10 MR. IACOPINO: I believe so. It does
11 not relate to their property.

12 PRESIDING OFCR. SCOTT: So, again,
13 there will be a written order on that.

14 Are there any other administrative
15 details? I'm aware of a few. Actually, let
16 me, before we do that, I'm informed by
17 Administrator Monroe that there's been a
18 request for some time to be set aside for oral
19 public comments. Is that correct, Ms. Monroe?

20 ADMINISTRATOR MONROE: Yes, by the
21 Applicant.

22 PRESIDING OFCR. SCOTT: In this case,
23 by the Applicant. Given my understanding
24 there's a fair number of commenters that would

1 like to be heard, what we'll do is, I'm going
2 to ask Attorney Monroe to explore finding a
3 date where we can establish to hear more public
4 comments, if anybody would like to do that.
5 We'll make sure that's before we have our
6 deliberations.

7 And, also, I'd like to remind
8 everybody that if, at any time, during this
9 process people can submit written comments. So
10 that may be another way to be sure that we get
11 comments.

12 So, first of all, is there any
13 questions on that? So, again, we'll get back
14 to you with a date where we can do that.

15 ADMINISTRATOR MONROE: And we'll
16 issue a notice.

17 PRESIDING OFCR. SCOTT: Yes. And
18 there will be an order of notice issued on
19 that, so you'll know when to advise anybody
20 that asks you, or if you'd like to yourself.

21 So, any other administrative details
22 would people like to bring up? Ms. Maloney.

23 MS. MALONEY: Just one, with respect
24 to the procedural order that was issued. And

1 it's relatively minor, and I don't know that we
2 need to take it up today. But there was the
3 order of witnesses. And I think the Town of
4 Antrim was left off the order of inquiry.
5 Plus, the order of inquiry that dealt with the
6 second half. My understanding was that, other
7 than my own witness, who I would call first,
8 that I was going to be the last questioner,
9 before the proponents of the wind farm. And
10 that's what we discussed at the last hearing,
11 so --

12 PRESIDING OFCR. SCOTT: Okay.

13 MS. MALONEY: But we don't have to
14 get to that today. But I did notice the Town
15 was left off both.

16 PRESIDING OFCR. SCOTT: So, we'll
17 correct the Town, and we noticed that also.
18 And, for clarification, so, looking at the
19 order for the sequence for those in opposition
20 to the Applicant, are you saying you would like
21 to be is it number 8, is that what you're
22 saying you'd like to be?

23 MS. MALONEY: Correct, with the
24 exception of my witness, which I have to go

1 first, but --

2 PRESIDING OFCR. SCOTT: Understood.

3 MR. IACOPINO: May I? You're not
4 looking to go after the Applicant?

5 MS. MALONEY: No, no.

6 MR. IACOPINO: Okay.

7 PRESIDING OFCR. SCOTT: Am I correct
8 there is no objection to that?

9 *[No verbal response.]*

10 PRESIDING OFCR. SCOTT: Go ahead.

11 MR. IACOPINO: Ms. Maloney, the only
12 thing I would point out, it's the order of
13 inquiry that the Town was left off of.

14 MS. MALONEY: Right.

15 PRESIDING OFCR. SCOTT: Not the order
16 of witnesses. They are, in the order of cross.

17 MS. MALONEY: No, I know that. I
18 know that --

19 MR. IACOPINO: All right.

20 MS. MALONEY: -- that they were.

21 MR. IACOPINO: I have amended that
22 prehearing conference report. I have copies up
23 here. Maybe at the break we'll put them out
24 and anybody who wants a copy can get it. I've

1 added the Town of Antrim. I haven't changed
2 your order, but the Chair has done that.

3 PRESIDING OFCR. SCOTT: Okay. Any
4 other administrative details?

5 ADMINISTRATOR MONROE: We had a
6 request to change the archeological on the
7 Applicant's witness list.

8 PRESIDING OFCR. SCOTT: Administrator
9 Monroe is suggesting to me that the Applicant
10 would like to change -- make a change also
11 regarding the architectural and historical
12 resources order of presentation.

13 MS. WALKLEY: Yes. Yes, we had a
14 couple of scheduling issues with regard to some
15 of our witnesses, in particular, Matt
16 Magnusson, and then Richard Will and Russell
17 Stevenson. If possible, we'd like to change
18 the order of witnesses, so that Matt Magnusson
19 would actually go after Patrick Martin, on
20 9/20. And, then, the other request we had was
21 with regard to the archeological panel, if we
22 can schedule them for September 28th. One of
23 them is flying in. So, we just want to make
24 sure that we get to him on the day that he's

1 scheduled.

2 PRESIDING OFCR. SCOTT: So, what's --
3 to make sure I understand the first request,
4 so, right now Mr. Magnusson is listed as
5 Witness Panel 3, for the 15th, for three hours,
6 correct?

7 MS. WALKLEY: Correct.

8 PRESIDING OFCR. SCOTT: And you'd
9 like him moved to the 20th?

10 MS. WALKLEY: Right. Right before
11 Robert O'Neal.

12 PRESIDING OFCR. SCOTT: Okay. Let me
13 ask that. Are there any objections to that?

14 *[No verbal response.]*

15 PRESIDING OFCR. SCOTT: Okay. All
16 right. That looks like we can do that. And
17 then the second request was to move, as I
18 mentioned, Item Number 4, architectural
19 **[archeological?]** and historic resources to the
20 28th, correct?

21 MS. WALKLEY: Correct.

22 PRESIDING OFCR. SCOTT: And, again,
23 you're only anticipating an hour and a half, is
24 that correct?

1 MS. WALKLEY: Correct.

2 PRESIDING OFCR. SCOTT: So, I do note
3 that the Board of Selectmen had reserved that
4 date for Mr. Thurber, is that correct?

5 MR. IACOPINO: And for the panel,
6 too.

7 MR. RICHARDSON: Correct.

8 PRESIDING OFCR. SCOTT: And for the
9 panel itself?

10 MR. RICHARDSON: The selectmen panel
11 could move to the 29th, but Mr. Thurber cannot
12 move to the 29th.

13 PRESIDING OFCR. SCOTT: Given that
14 we're talking an hour and a half, do you think
15 that will be an issue, Attorney Richardson?

16 MR. RICHARDSON: No.

17 PRESIDING OFCR. SCOTT: So, any
18 objections?

19 *[No verbal response.]*

20 PRESIDING OFCR. SCOTT: Okay. Any
21 other administrative issues, before we press on
22 with the panel?

23 *[No verbal response.]*

24 PRESIDING OFCR. SCOTT: Okay. Now,

[WITNESS PANEL: Weitzner~Shaw]

1 we'll begin with the presentation of the
2 witnesses sponsored by the Applicant. Would
3 the witnesses for the first panel please take
4 the stand and be sworn in.

5 (Whereupon **Henry Weitzner** and
6 **Eric Shaw** were duly sworn by the
7 Court Reporter.)

8 **HENRY WEITZNER, SWORN**

9 **ERIC SHAW, SWORN**

10 **DIRECT EXAMINATION**

11 BY MR. NEEDLEMAN:

12 Q. Starting with you, Mr. Weitzner, could you just
13 state your name and your business for the
14 record please.

15 A. (Weitzner) Henry Weitzner, Walden Green Energy.

16 Q. Where is that located?

17 A. (Weitzner) Located in New York City.

18 Q. And, Mr. Shaw, to you also?

19 A. (Shaw) Eric Shaw, RWE Trading Americas, and
20 that's in New York.

21 Q. And I've handed you both a copy of Applicant's
22 Exhibit Number 20, which is your joint prefilled
23 testimony. Do you both have that?

24 A. (Weitzner) Yes.

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[WITNESS PANEL: Weitzner~Shaw]

1 A. (Shaw) Yes.

2 Q. And do either of you have any changes you would
3 like to make to that testimony?

4 A. (Weitzner) No.

5 A. (Shaw) No.

6 Q. And do both of you swear to that testimony and
7 adopt it today?

8 A. (Weitzner) Yes.

9 A. (Shaw) Yes.

10 MR. NEEDLEMAN: Mr. Chair, they're
11 available for examination.

12 PRESIDING OFCR. SCOTT: Helps to put
13 the microphone on. Thank you. So, if I'm
14 correct, we'll start with the Town of Antrim.

15 MR. RICHARDSON: Thank you.

16 **CROSS-EXAMINATION**

17 BY MR. RICHARDSON:

18 Q. This is a question for the panel. Whoever is
19 the most able to respond is fine with me. Do
20 you have in front of you the Decommissioning
21 Plan that's in Appendix 21 of the Application?

22 A. (Weitzner) I don't have it in front of me. I'm
23 familiar with it.

24 Q. Okay. Well, I have a copy here, if you need

[WITNESS PANEL: Weitzner~Shaw]

1 it. But why don't I ask you the questions I'm
2 interested in and we'll see where this goes.
3 On Page 4 of the Decommissioning Plan, it says
4 states that Antrim Wind shall "provide a
5 decommissioning bond, letter of credit, or
6 other financial mechanism that provides for an
7 irrevocable guarantee to cover the estimated
8 costs of complying with AWE's decommissioning
9 obligations." And then it states that the bond
10 or the letter of credit will be "provided by an
11 agency having a minimum credit rating of BBB
12 from Standard & Poor's, or Baa2 from Moody's".

13 And, so, my question is is has Antrim Wind
14 gone any farther in identifying its preferred
15 method for funding the Decommissioning Plan?

16 A. (Weitzner) We have not finalized the method for
17 funding the Decommissioning Plan. But it will
18 be in compliance with SEC regulations, either
19 an irrevocable letter of credit, a performance
20 bond or a parental guarantee, that would name
21 the Town as beneficiary, in the event that, for
22 some reason, Antrim Wind Energy cannot perform
23 the decommissioning.

24 Q. Okay. So, let me ask you this. Assuming the

[WITNESS PANEL: Weitzner~Shaw]

1 SEC were hypothetically to approve the Project
2 today, what's the likelihood that Antrim Wind
3 would be able to exceed those minimum credit
4 ratings? Where do things stand now?

5 A. (Weitzner) So, I want to make a distinction.
6 You're talking about for decommissioning,
7 right?

8 Q. Yes.

9 A. (Weitzner) When you say the "minimum
10 requirements for decommissioning"? The
11 decommissioning, those minimum requirements
12 aren't dependent on Antrim Wind Energy. An
13 irrevocable letter of credit will be tied to
14 the credit of the entity that issues that
15 letter. A performance bond similarly will be
16 tied to the credit of the entity that issues
17 that performance bond.

18 Q. Understood. So, let's assume that the Project
19 is approved, whether it's today or whenever
20 that occurs.

21 A. (Weitzner) Uh-huh.

22 Q. What's the likelihood that Antrim Wind would be
23 able to obtain a performance guarantee with --
24 from an entity that had a rating that exceeded

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[WITNESS PANEL: Weitzner~Shaw]

1 the minimums that is proposed in the plan?

2 A. (Weitzner) I would say it is very likely, if
3 we're talking to one of the letters of interest
4 we provided for construction financing was from
5 BLB, and they are an A- credit rating. KeyBank
6 is another one. They are a BBB+ credit rating.
7 And, then, I think we also supplied a letter of
8 interest from State Street, that is a A credit
9 rating.

10 Q. So, those are the organizations that are
11 attached to your supplemental testimony, I
12 believe?

13 A. (Weitzner) Yes.

14 Q. Okay.

15 A. (Weitzner) No. I think KeyBank and BLB are in
16 our original testimony. Those are LOIs that we
17 received fairly early on, I believe.

18 Q. Now, so, what happens once, if the Project is
19 approved by this Committee, does that -- I
20 think you've stated the financial capabilities
21 of the Applicant as they exist today and the
22 organizations that you have partnered with.
23 Once the Project is approved, assuming this
24 Committee does approve it, what then happens to

[WITNESS PANEL: Weitzner~Shaw]

1 Antrim Wind's financial capabilities?

2 A. (Weitzner) I'm not sure I understand the
3 question.

4 Q. So, what I'm trying to get at is, is that
5 you've described in your testimony Antrim
6 Wind's plans going forward.

7 A. (Weitzner) Uh-huh.

8 Q. I assume that many organizations, such as the
9 organizations that you just referenced who have
10 submitted letters of intent, --

11 A. (Weitzner) Uh-huh.

12 Q. -- they're going to step forward. And is
13 that -- what I'm trying to get a sense for is
14 how does that change the Project's financial
15 health or viability, once the approval is
16 obtained?

17 A. (Weitzner) So, I don't believe it does change
18 our health or viability. We are able to
19 construct the Project today, because we have
20 the first and key component for arranging
21 financing, which is project equity, which is
22 the first piece of money that goes into the
23 capital structure, and it is the key linchpin
24 for the rest of the capital structure to

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1 follow. So, we have that money available to us
2 today, and we have that money available --
3 we'll have that money available to us after we
4 receive a permit. A permit is certainly a
5 condition precedent for banks to provide the
6 debt on the Project. But our financial
7 viability is the same today, before the permit
8 and after the permit, and it is really based on
9 our ability, based on the quality of the
10 Project and based on the fact that we have that
11 project equity.

12 MR. RICHARDSON: Thank you.

13 MR. NEEDLEMAN: Mr. Chair?

14 PRESIDING OFCR. SCOTT: Please.

15 MR. NEEDLEMAN: I forgot to give them
16 a copy of their supplemental testimony. It's
17 also Applicant's Exhibit 20. So, I believe
18 it's marked already.

19 PRESIDING OFCR. SCOTT: Thank you.

20 Mr. Enman?

21 MR. ENMAN: No questions.

22 PRESIDING OFCR. SCOTT: Thank you.

23 The Giffin/Pratt intervenors, anybody?

24 *[No verbal response.]*

[WITNESS PANEL: Weitzner~Shaw]

1 PRESIDING OFCR. SCOTT: Okay. We'll
2 move on to the Harris Center?

3 MR. FROLING: No questions.

4 PRESIDING OFCR. SCOTT: How about the
5 Abutting Landowners?

6 BY MS. BERWICK:

7 Q. Would this Project be financially possible
8 without federal and state subsidies and
9 production tax credits?

10 A. (Weitzner) This -- state? No. This Project,
11 as it is now, will rely on the Production Tax
12 Credit, and will benefit from the RPS -- the
13 RPS requirements throughout New England states.

14 Q. Can you explain to me where the money to
15 decommission this Project will be? I know you
16 just said you haven't finalized it, but could
17 you give a basic?

18 A. (Weitzner) Yes. So, there's two possibilities
19 for how -- there's really two likely
20 possibilities for how we will fund the
21 decommissioning. Possibility, you know, Number
22 1 is what's called an "irrevocable letter of
23 credit", Number 2 is a performance bond.

24 An irrevocable letter of credit works in

[WITNESS PANEL: Weitzner~Shaw]

1 the following way: We are required to provide
2 money to a financial institution that will
3 issue this irrevocable letter of credit. And
4 it is money that can always be drawn upon for
5 decommissioning, and it can be drawn upon
6 either by us, Antrim Wind Energy, or, in the
7 event that we are not there, the Town is named
8 the beneficiary. So, if decommissioning needs
9 to occur, and for some reason Antrim can't do
10 it, then the Town will have access to that
11 \$2.5 million.

12 And the second way, a performance bond is
13 just like that, a bond. We need to fund a
14 certain amount of money. And the mechanics are
15 really the same as an irrevocable letter of
16 credit. And, so, that will be \$2.5 million
17 that we can always draw on, in the event that
18 we need to decommission, or the Town can draw
19 on, in the event that we're not there.

20 Q. Okay. So, who would have -- and there would be
21 no way that this money could be taken out prior
22 to decommissioning?

23 A. (Weitzner) Correct. It is separate from the
24 Project entity. We can't use it for anything

[WITNESS PANEL: Weitzner~Shaw]

1 other than decommissioning. And it is not
2 affected by the performance of the Project.

3 Q. Okay. In the agreement between the Town of
4 Antrim, New Hampshire, and Antrim Wind Energy,
5 LLC, developer/owner of Antrim Wind Power
6 Project dated as of March 8th, 2012, which is
7 Appendix 17a, 14.2.2, it states "Before
8 commencement of construction of the Wind Farm,
9 the Owner shall provide Decommissioning Funding
10 Assurance in an amount equal to the greater of
11 Site-specific Decommissioning Estimate plus
12 25 percent, or \$200,000. The Owner shall
13 adjust the amount of Decommissioning Funding
14 Assurance to reflect the updated
15 decommissioning costs and salvage value after
16 each update of the decommissioning estimate, in
17 accordance with Section 14.1.1."

18 \$200,000 is like a drop in the bucket of
19 how much it would cost to decommission this. I
20 just wondered where this \$200,000 -- why it
21 says \$200,000 in this contract?

22 A. (Weitzner) So, that contract has been
23 superseded by SEC regulations. And SEC
24 regulations require that we have a

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1 decommissioning plan, and that the full funding
2 is immediately available.

3 Q. Okay.

4 A. (Weitzner) So, that no longer applies. And
5 our --

6 Q. Although, this contract is still good, from
7 what I understand?

8 A. (Weitzner) I'm not exactly sure what contract
9 you're referring to. But we have --

10 Q. It's the contract between the Town of Antrim
11 and Antrim Wind.

12 A. (Weitzner) Right. Which was signed --

13 Q. 2012.

14 A. (Weitzner) Yes. So, that was in the previous
15 docket, and it was before the new SEC
16 regulations. So, now, we're required to comply
17 with the new SEC regulations, and that will be
18 that the approximately \$2.5 million required to
19 decommission the Project is available
20 immediately.

21 Q. Okay. So, are you saying that this contract is
22 not valid? Because we were told last night by
23 the selectmen that this was valid?

24 A. (Weitzner) I don't know about that entire

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[WITNESS PANEL: Weitzner~Shaw]

1 contract. I don't want to say. But I can tell
2 you what we what we are obligated to do under
3 SEC regulations.

4 Q. Okay.

5 A. (Weitzner) And we will comply with that. In
6 regards to decommissioning, it would be an
7 irrevocable letter of credit, performance bond,
8 parental guarantee for the full \$2.5 million.

9 Q. Okay. And I won't ask you --

10 *[Court reporter interruption.]*

11 BY MS. BERWICK:

12 Q. Can we be assured that the Town would use the
13 money properly? I just got passed this
14 question.

15 A. (Weitzner) Yes. That, that's up to the Town.
16 I can't speak to that. But I can speak to that
17 the Town will have access, in the event that
18 we're not there to decommission, the Town has
19 access to that money to perform the
20 decommissioning.

21 Q. Now, in that same document, at the end of, if
22 the Town were to end up taking the
23 responsibility to decommissioning, which means
24 that Antrim Wind has stepped away from their

[WITNESS PANEL: Weitzner~Shaw]

1 obligations, any out-of-pocket expenses
2 incurred for performing decommissioning that
3 were in excess of the funds, they would have to
4 return to the Antrim Wind. So, you don't know
5 if this is still valid or not, this contract,
6 because that's what it says. It basically says
7 that they could have the salvage money for any
8 of their expenses. But, if there was any money
9 left over, it had to go back to Antrim Wind.

10 A. (Weitzner) Well, the principle of this
11 decommissioning requirement is that, no matter
12 what, Antrim Wind Energy needs to fulfill its
13 obligation to make sure that the Project is
14 properly decommissioned. So, if there is
15 excess money, you know, I don't know who should
16 get it or who will get it. But the key is that
17 the money will be there to return the area to
18 its preexisting condition.

19 Q. Is it true that the money would be there, but I
20 would just -- I would wonder why this was put
21 in that contract, that "any remaining salvage
22 value for the decommissioned materials shall be
23 paid to the owner", which is Antrim Wind.

24 A. (Weitzner) Which is Antrim Wind.

[WITNESS PANEL: Weitzner~Shaw]

1 Q. And I just thought that was a little bit much
2 to be asking the Town to do the
3 decommissioning, plus anything left over, give
4 it back to Antrim Wind.

5 Okay. What would happen if your company
6 or if Antrim Wind failed financially and
7 declared bankruptcy?

8 A. (Weitzner) It's very hard to imagine a
9 situation where a project company, like Antrim
10 Wind, would fail. And that's because, as a
11 business, it is a very conservative and stable
12 business. Its revenues are generally under
13 long-term contracts, from highly creditworthy
14 entities. Its costs are generally fixed for a
15 relatively long period. So, you have very
16 stable revenues generated by highly
17 creditworthy entities. You have costs that are
18 fixed. And then the debt on the Project is
19 applied with a very, very conservative approach
20 to the wind resource that you would expect to
21 find. And, lastly, that wind resource is
22 calculated in a, you know, tried and true, you
23 know, industry-tested manner to ensure, again,
24 its conservative nature.

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1 So, it's very hard to imagine a project
2 company going bankrupt or defaulting. And,
3 then, there's sort of a lot of levels that
4 would have to happen, a lot of things would
5 have to happen in order for the project company
6 to default. Not just the failure of the
7 company, but also the lenders to the Project
8 making a stupid decision, and it's very hard to
9 imagine.

10 But, if it did, then to your point about
11 decommissioning, that decommissioning bond or
12 irrevocable letter of credit is always there to
13 remove the Project.

14 Q. Okay. Are there any circumstances -- okay,
15 never mind. You've answered that one. What is
16 the longest possible lifespan for this Project
17 before decommissioning?

18 A. (Weitzner) The longest possible? I don't know.
19 The turbines, I believe, have a -- are
20 certified for 20 years. We certainly expect
21 them to last longer than that, I think,
22 certainly, 25 years. And is it possible that
23 it goes longer than that? It's possible.

24 Q. Isn't there a contract that does limit the

[WITNESS PANEL: Weitzner~Shaw]

1 length of time that this Project can continue?

2 A. (Weitzner) I believe that that is -- I need to
3 check. Yes, I believe there is. I think it's
4 40 years.

5 Q. That's what I thought.

6 A. (Weitzner) Yes.

7 Q. Okay. And what to you think would be the
8 likely lifespan?

9 A. (Weitzner) I think the likely lifespan is 25 to
10 maybe 30 years.

11 Q. Has land that is to be put in permanent
12 conservation after decommissioning on this
13 Project already been purchased?

14 A. (Weitzner) I don't know -- no, I don't know if
15 it's already been purchased. And I'm not -- I
16 would need to defer to Mr. Kenworthy on the
17 exact status of the mechanics for conserving
18 that land. I know that, with the Project,
19 roughly 900 acres will be conserved.

20 Q. Do you know at what point it will be purchased?

21 A. (Weitzner) I would imagine -- no, I'm not
22 entirely sure. No.

23 Q. All right. I will ask that later of Mr.
24 Kenworthy. Are there -- Antrim Wind has

[WITNESS PANEL: Weitzner~Shaw]

1 entered into a conservation letter of intent to
2 donate land for permanent conservation. Are
3 there any contingencies tied to this letter of
4 intent? You might not know that.

5 A. (Weitzner) I don't know. Again, you should ask
6 Mr. Kenworthy on those details.

7 Q. Antrim Wind states that "the turbines will have
8 an average 37 percent net capacity factor". In
9 coming up with that figure, were there times
10 that the turbines must be -- were there times
11 that the turbines must be stopped, to comply
12 with flicker regulations, common nighthawk
13 safety, icing, strong winds taken into
14 consideration?

15 A. (Weitzner) In that net capacity factor, there
16 are assumptions for curtailment, for bat
17 curtailment. There are assumptions for
18 maintenance downtime. And, yes. So, I would
19 say bat curtailment and maintenance downtime,
20 are the assumptions that factor into when those
21 turbines will be turned off.

22 Q. So, what percentage of time was used to
23 calculate the presumed operating time of the
24 turbines?

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[WITNESS PANEL: Weitzner~Shaw]

1 A. (Weitzner) I'm not sure what your -- can you --
2 I don't quite understand your question.

3 Q. Well, in order to get this calculation, --

4 A. (Weitzner) Uh-huh.

5 Q. -- you presume that they are operating
6 90 percent of the time, 98 percent of the time,
7 94 percent of the time, do you know?

8 A. (Weitzner) Well, --

9 Q. 70 percent of the time? I'm just asking.

10 A. (Weitzner) I don't know. I don't know.

11 Q. Okay. Isn't it true that overestimating net
12 capacity factors has been frequently done in
13 the planning of wind planning -- wind energy
14 projects?

15 A. (Weitzner) No, I don't think so. I think the
16 industry is extremely good at estimating net
17 capacity factors. It has a lot of experience
18 with it. It's done very rigorously, quite
19 conservatively. This Project has more than the
20 sort of industry norm requirement data for
21 measuring a project. Normally, banks require
22 two years of data; this Project has four years
23 of data, with a LiDAR campaign. So, I think we
24 have a very robust measurement that has reduced

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[WITNESS PANEL: Weitzner~Shaw]

1 uncertainty on our meteorological measurements
2 significantly.

3 And, then, important to understand is
4 that, in terms of financial viability, the
5 financial viability of the Project is
6 predicated on a much lower capacity factor than
7 37 percent. Banks lend money to this Project
8 not at a 37 percent capacity factor, but
9 roughly at a 26 percent capacity factor. So,
10 they're only assuming that the Project is going
11 to produce 26 percent. And that's what's
12 called, and we describe in our Application, the
13 "P99 case". So, they take a very conservative
14 approach to how much debt they will give us.
15 And what that means is there are almost no
16 circumstances where the Project can't meet all
17 its operating costs and service the debt, so
18 that it can maintain -- so that it can continue
19 to operate in a financially positive, you know,
20 financially positive.

21 Q. How were they able to even come up with any net
22 capacity figures, when they did not gather data
23 from the actual -- the wind meteorological --

24 A. (Weitzner) Met tower.

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[WITNESS PANEL: Weitzner~Shaw]

1 Q. -- tower, thank you, --

2 A. (Weitzner) Yes.

3 Q. -- was not in the height that these wind
4 turbines are going to be?

5 A. (Weitzner) I'm not a meteorological expert, but
6 I can tell you that the tower was placed in an
7 area that our meteorological experts felt it
8 was very representative of the region, number
9 one. Number two, based on terrain, they're
10 able to, you know, they'll be able to very
11 accurately estimate what the different wind
12 speeds will be at slightly different altitudes
13 and slightly different heights. And, then, on
14 top of that, this Project used a LiDAR
15 campaign, which is a laser that measures --
16 effectively allows you to measure wind speeds
17 at different heights. And that LiDAR was moved
18 into -- in various areas of the Project. So,
19 there's an excellent sampling of what the wind
20 speeds were at different locations along the
21 ridge.

22 Q. This is a quote from Jack Kenworthy's
23 testimony. "Antrim Wind Energy has also come
24 under new ownership since the 2012-01

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[WITNESS PANEL: Weitzner~Shaw]

1 Application was filed. The original developer
2 of the Project, Eolian Renewable Energy, LLC,
3 Portsmouth, New Hampshire, has been acquired by
4 Walden Green Energy, LLC, (Walden), out of New
5 York, which now owns 100 percent of the
6 membership interests in Antrim Wind Energy.
7 Walden is, in turn, majoritively owned by RWE
8 Principal Investments, the Principal Investment
9 arm of RWE, one of Europe's five largest
10 electrical and gas utilities."

11 So, my question is, are the profits
12 that -- from this wind energy going to a
13 European utility company?

14 A. (Weitzner) Some are staying with Walden Green
15 Energy, which is a U.S. company, and some are
16 going to RWE Principal Investments, which is a
17 U.S. subsidiary of a European utility, yes.

18 Q. What arrangements have you made in regard to
19 compensation to homeowners, such as ourselves,
20 who cannot continue to live in their homes due
21 to noise, flicker, etcetera, is Antrim Wind
22 going to be willing to purchase our properties
23 and pay for our moving expenses?

24 A. (Weitzner) There are a couple of questions in

[WITNESS PANEL: Weitzner~Shaw]

1 there. Can you give them to me one at a time?

2 Q. Okay. What arrangements have been made in
3 regard to compensation for the homeowners who
4 cannot continue to live in their homes due to
5 noise, flicker, etcetera?

6 A. (Weitzner) We believe that the SEC requirements
7 on noise and flicker are extremely protective
8 of residents, and we will comply with those
9 requirements. So, we have not made any
10 arrangements. We are -- the arrangement is
11 that we are going to comply with what are very
12 rigorous and strict noise and flicker
13 requirements under the SEC regulations.

14 Q. And how, as a homeowner, am I to document if
15 you are not compliant?

16 A. (Weitzner) There will be a post construction
17 sound -- we're required to do post construction
18 sound monitoring.

19 Q. For how long and at what locations?

20 A. (Weitzner) I'm not entirely -- I'm not
21 100 percent sure about what that sound
22 monitoring is. But there will be that post
23 construction sound monitoring that will make
24 sure that we've complied with SEC regulations.

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[WITNESS PANEL: Weitzner~Shaw]

1 And, if not, we will need to cure that for both
2 noise and flicker. And I also believe -- I'm
3 pretty sure, in Antrim's agreement with the
4 Town, there's a fairly clear and
5 straightforward complaint process, where
6 residents can bring forward their complaints,
7 and Antrim will respond to them.

8 Q. That complaint process says that -- that Antrim
9 will -- Antrim Wind will provide to the
10 selectmen once a year a listing of the
11 complaints and what their status is. As a
12 person who's living there, a year is a long
13 time to wait if I'm having migraine headaches
14 from my eyes constantly adjusting or if the
15 noise level is high, I really don't think that
16 once a year -- and I don't really see, and I
17 read their contract, there is nothing in there
18 that explains exactly what we, as
19 homeowners/landowners would do to --

20 A. (Weitzner) My understanding of that contract,
21 that once-a-year report is not that we're
22 required to respond to complaints once a year.
23 We're required to respond to complaints. We're
24 required once a year to provide the Town with a

[WITNESS PANEL: Weitzner~Shaw]

1 summary of what the complaints were, and our
2 responses to those complaints. That's my
3 understanding.

4 Q. There's nothing in that contract about what
5 you're required to do for complaints.

6 A. (Weitzner) Okay.

7 Q. Other than give them a report of them.

8 A. (Weitzner) Okay. Well, then -- then you have
9 the -- if you believe that we're violating the
10 regulations, then I think that that's something
11 that you can address with the SEC, and the SEC
12 can and will force us to comply with their
13 regulations.

14 Q. Which means going through another whole thing
15 like this?

16 A. (Weitzner) I don't know. I'm not sure.

17 Q. Because, for an average person, this process
18 is -- it's very overwhelming. If I had not
19 taken -- I retired earlier so that -- to take
20 care of my mom, who died in November, there's
21 no way I could have participated in this
22 process. There's no way I could have had these
23 days off. So, to say "you can do this, and you
24 can hire more experts at major expense", I

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1 mean, that's really not much of an answer for
2 the homeowners.

3 PRESIDING OFCR. SCOTT: You're doing
4 well, but I want to ask a couple things.

5 MS. BERWICK: Yes.

6 PRESIDING OFCR. SCOTT: A couple
7 times you've almost talked over each other, and
8 that makes --

9 MS. BERWICK: I'm sorry.

10 PRESIDING OFCR. SCOTT: -- Mr.
11 Patnaude not be able to get it all down.
12 Second of all, if you could speak closer to the
13 mike, because I know not everybody can hear
14 greatly, we want to hear what you have to say.

15 MS. BERWICK: I feel like I'm eating
16 it.

17 PRESIDING OFCR. SCOTT: Un-
18 fortunately, that's required. And, third, try
19 to ask questions, if you can please.

20 MS. BERWICK: Okay.

21 BY MS. BERWICK:

22 Q. Do you have any plans for water testing in the
23 private wells after blasting?

24 A. (Weitzner) I am not familiar with the blasting

[WITNESS PANEL: Weitzner~Shaw]

1 plan. I believe that's a question that you
2 should ask Mr. Cavanagh, from Siemens -- from
3 Reed & Reed. But there are -- but blasting is
4 a -- from what I understand, is a regulated
5 process.

6 Q. And can you tell me, if you had a choice
7 between one house with a constant noise level,
8 whoop, whoop, whooping, hours of flicker, and
9 views of turbines, versus the very same type of
10 house in a very similar setting without those
11 factors, which would you choose?

12 A. (Weitzner) I -- well, I'm not sure how this
13 relates to financial viability. But I will
14 answer that I find wind turbines quite
15 attractive myself.

16 Q. And the noise and flicker would not bother you?

17 A. (Weitzner) I live in New York City, so --

18 MS. BERWICK: God bless you. Okay.
19 That's all. Thank you.

20 PRESIDING OFCR. SCOTT: Thank you.
21 Again, I'll ask the next speaker to speak close
22 to the microphone, so we can all hear well.
23 And, again, questions at this point should be
24 about financial capability. So, we'll move on

[WITNESS PANEL: Weitzner~Shaw]

1 to the Non-Abutting Landowners.

2 MR. BLOCK: Yes. Richard Block of
3 the Non-Abutting landowners.

4 BY MR. BLOCK:

5 Q. This is a question for Mr. Weitzner. On March
6 2nd of this year, an article appeared in
7 Renewable Energy World magazine entitled
8 "Siting a Wind Farm in the Most Challenging
9 Place in the U.S." Early in that article
10 you're quoted as saying "Walden has looked at
11 about 15 different projects. We have looked at
12 Texas, Minnesota, North Dakota, Utah, and
13 California, but this is overwhelmingly the most
14 difficult." Can you elaborate on what you
15 meant by this statement?

16 A. (Weitzner) The SEC process sets a very high and
17 rigorous bar for permitting wind projects in
18 this state.

19 Q. Is that your entire reason for saying why this
20 is difficult? Do you find this process more
21 rigorous and more involved than processes in
22 some of these other states, in general?

23 A. (Weitzner) Yes.

24 Q. Does the additional work required by the SEC,

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1 the additional hoops you need to jump through,
2 make this Project any more or any less feasible
3 in the long run?

4 A. (Weitzner) In the long run, no. It doesn't
5 change anything.

6 MR. BLOCK: Okay. Thank you. No
7 further questions.

8 WITNESS WEITZNER: Yes.

9 PRESIDING OFCR. SCOTT: Thank you for
10 that. We'll now move on to if the Stoddard
11 Conservation Commission has any questions?

12 *[No verbal response.]*

13 FROM THE FLOOR: He's not here.

14 PRESIDING OFCR. SCOTT: Nobody's here
15 from them? Okay. Then, we'll move on to Mr.
16 Levesque and Ms. Allen.

17 MR. LEVESQUE: Thank you, Mr.
18 Chairman. Charles Levesque, for the
19 Allen/Levesque intervenors. Mr. Weitzner, I
20 have probably just a question, and thank you
21 for taking my question.

22 BY MR. LEVESQUE:

23 Q. So, on Page 7 of your supplemental testimony,
24 you talk about power purchase agreements. And,

[WITNESS PANEL: Weitzner~Shaw]

1 in it, you reiterate that you have secured a
2 PPA for 25 percent of the output of the Project
3 or the potential output of the Project. You
4 allude to negotiations on further PPAs. Have
5 you successfully signed any additional PPAs
6 over the 25 percent over which you've signed to
7 date?

8 A. (Weitzner) We have not signed any additional
9 PPAs. I would say we have about four detailed
10 conversations ongoing, and one very probable
11 conversation. So, we have not signed any more,
12 though.

13 Q. Can you tell us who those parties are that
14 you're under negotiation with?

15 A. (Weitzner) No. That's confidential, seeing as
16 we're still in negotiation.

17 MR. LEVESQUE: Okay. Thank you. Mr.
18 Chairman, no further questions.

19 PRESIDING OFCR. SCOTT: Thank you.
20 Mr. Ward.

21 BY DR. WARD:

22 Q. Mr. Weitzner, --

23 *[Court reporter interruption.]*

24 PRESIDING OFCR. SCOTT: You need a

[WITNESS PANEL: Weitzner~Shaw]

1 microphone.

2 DR. WARD: I know. My apology.

3 BY DR. WARD:

4 Q. Mr. Weitzner, as part of the overall question
5 of money, whether you have some PPAs or not,
6 that's, of course, relevant. But let me ask a
7 more general question, which is what are the
8 big factors which go into your calculation of
9 the price that you're going to get for your
10 energy? None of the -- the big factors to
11 start with. What goes into them? You don't
12 have to tell me how you've valued them at all,
13 I'd just like to know what they are to start
14 with.

15 A. (Weitzner) The two -- there are three revenue
16 streams for this Project. Number one is
17 electricity, number two are renewable energy
18 credits, and then number three are capacity
19 payments. And I would say the order that I
20 listed them is --

21 Q. What was the third one, I didn't hear?

22 A. (Weitzner) Capacity payments. So, as an energy
23 project that, in the New England ISO, we
24 qualify to receive capacity payments, in other

[WITNESS PANEL: Weitzner~Shaw]

1 words, basically saying "we will be there to
2 generate electricity when there is a particular
3 need for it." All energy projects above a
4 certain size qualify to participate in New
5 England ISO capacity auctions. That's the
6 third revenue stream. And the order that I
7 listed them are sort of, I would say, order of
8 importance of the amount.

9 Q. Okay. Well, let's start with the third one,
10 and then we'll back up to the others. There
11 will be times when you won't be producing any
12 energy at all, right?

13 A. (Weitzner) Yes.

14 Q. How does that factor into being -- the idea of
15 "being there"? Or does that mean you can or
16 not, explain to me a little bit about what that
17 means to "be there"?

18 A. (Weitzner) It means to generate electricity
19 during a critical period in -- on the New
20 England ISO grid.

21 Q. What kind of periods would those be?

22 A. (Weitzner) Generally, when electricity prices
23 are high.

24 Q. High?

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[WITNESS PANEL: Weitzner~Shaw]

1 A. (Weitzner) So, it would be, for instance, to be
2 specific, a critical period would be when it is
3 extremely cold or when it is extremely hot.
4 That would be two examples of critical periods.
5 And it would be when the grid is under a
6 certain amount of stress.

7 Q. Now, would there -- I'm sorry, change that.
8 Would the fact that the wind speeds and the
9 temperature, for example, you said heat or
10 cold, would there be a correlation, for
11 example, between those, and particularly have
12 you looked at the number of occurrences of very
13 cold weather with no winds?

14 A. (Weitzner) I would say, by and large -- well,
15 no, I haven't looked at it. But I would say --
16 yes, I haven't looked at it. I'm sorry.

17 Q. Well, how is that being there? You noted the
18 cold. I assume there are other factors that go
19 into it, but you noted the cold, so it must be
20 up in your mind.

21 A. (Weitzner) Uh-huh.

22 Q. If it turned out that there was a -- there were
23 many cases, maybe the usual case, of the
24 coldest weather would come with the least wind.

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[WITNESS PANEL: Weitzner~Shaw]

1 Would that be a problem for you? Or, I guess
2 maybe change that. Have you worried about
3 that? Have you factored it in?

4 A. (Weitzner) We absolutely have. In the way the
5 capacity functions, you receive a fixed payment
6 automatically for just qualifying as capacity,
7 we receive that fixed payment. If we are
8 unable to deliver during a critical period, we
9 pay a penalty. If we are able to deliver
10 during a critical period, we receive a bonus.
11 And we've done extensive calculations in
12 scenario analysis on what that means for us.
13 And, doing that, the -- receiving those
14 capacity payments is still attractive.

15 Q. So, you've done an analysis, I'm not asking
16 what it is.

17 A. (Weitzner) Uh-huh.

18 Q. I'm just -- you've done an analysis to
19 determine that these payments will be net
20 positive?

21 A. (Weitzner) Yes.

22 Q. And let me just be sure, and maybe I've asked
23 this a different way, but "being there" is a --
24 not a regular event, that's being there for

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[WITNESS PANEL: Weitzner~Shaw]

1 somewhat unusual events, is it not? Or am I
2 mistaken on that?

3 A. (Weitzner) I don't know if I'd call them
4 "unusual". But it's being there when
5 temperature, you know, at critical events, at
6 critical events for the grid, which is going to
7 happen generally when temperatures are very hot
8 and very cold.

9 Q. Very hot or cold, which?

10 A. (Weitzner) Both.

11 Q. So, in your list of the things that you
12 consider the "being there", at least in your
13 mind, I don't know whether it's true or not,
14 and I'm not disagreeing with you. But, in your
15 mind at least, we're talking about extreme
16 temperature events?

17 A. (Weitzner) Yes.

18 Q. And that would imply that there would at least
19 be no correlation or a positive correlation
20 between these events and the wind speed?

21 A. (Weitzner) Not necessarily. I think you can
22 have very, very cold events and critical
23 periods when there are high winds, for
24 instance, storms. Winter storms will often

[WITNESS PANEL: Weitzner~Shaw]

1 cause the grid to be in stress. I think, in --
2 certainly, in summer temperatures, less likely
3 to see high winds and extreme heat, because the
4 wind will cool things down. But what
5 compensates for us -- that for us is that we
6 have only, of a 28.8 megawatt project, we only
7 have 5.5 megawatts of a capacity allocation in
8 summer, when winds tend to be lower in the
9 heat, versus nine megawatts of a capacity
10 allocation in the winter.

11 Q. These are average numbers, are they, you're
12 quoting? When you say "5" and "9 megawatts",
13 these are average?

14 A. (Weitzner) No. This is the amount of capacity
15 we are expected to be able to generate during
16 those critical periods.

17 Q. Five in summer and nine in winter?

18 A. (Weitzner) Five and a half, I believe, and
19 nine.

20 Q. Well, I'm not --

21 A. (Weitzner) Yes. Okay.

22 Q. I wouldn't know the difference.

23 A. (Weitzner) Okay.

24 Q. Now, if it turns -- well, the "being there"

[WITNESS PANEL: Weitzner~Shaw]

1 requires that you have to know, in order for
2 this to be financially reasonable, to "being
3 there", you have to know that either there's no
4 correlation between the wind speed and the
5 temperatures or a positive correlation in the
6 sense that, when it's cold it's more windy or
7 warm it's more windy. But the one thing you
8 couldn't stand would be that it would be the
9 opposite, which would be there would be a
10 correlation which would show that, when you're
11 most needed, you don't have it?

12 A. (Weitzner) We don't have to be there. If we
13 are not there, then we pay a penalty.

14 Q. But, if that were more common, if that were
15 more likely the case, than the reverse, which
16 is you would be there when they needed it, you
17 would take a hell of a hit, wouldn't you, on
18 that, financially?

19 A. (Weitzner) No. We've done the analysis on
20 capacity, and it will be a -- it is designed to
21 be, you know, financially positive for us, and
22 we're confident it will be.

23 Q. So, you have done a meteorological analysis?

24 A. (Weitzner) No. We've made no assumptions about

[WITNESS PANEL: Weitzner~Shaw]

1 meteorology. We've just assumed that, you
2 know, that these critical periods happen
3 randomly.

4 Q. Okay. Well, that gets back to my original. I
5 said "either it had to be random, there was no
6 correlation, or it was positive in your favor."
7 But I asked the question, it could be negative,
8 against you, unless you've done an analysis?

9 A. (Weitzner) We've assumed events are random.

10 Q. You assumed it, but you have not done an
11 analysis?

12 A. (Weitzner) I'm not sure, maybe we're talking at
13 cross purposes.

14 Q. Let me try again.

15 A. (Weitzner) Yes.

16 Q. And I'll apologize if I'm too tricky -- I'm not
17 trying to be tricky, I'm merely asking a
18 straightforward question. You have, in your
19 mind, an idea of what they would call "critical
20 periods" for the ISO-New England, isn't that
21 true? You have in your mind, I'm not asking
22 what it is at the moment, but you have
23 something in your mind that says "these kinds
24 of things are critical to ISO-New England"?

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[WITNESS PANEL: Weitzner~Shaw]

1 A. (Weitzner) Okay.

2 Q. Yes? Is that what you said?

3 A. (Weitzner) I'm --

4 Q. Let me try it again.

5 A. (Weitzner) Yes.

6 Q. And I'm not asking you what they are yet, I may
7 ask you.

8 A. (Weitzner) Yes.

9 Q. But, right now, in order to be financially
10 responsible, and you said that this was one of
11 the three things that you're hinging on, one of
12 the three legs of the stool of financial input,
13 that you're expecting to get more payments for
14 being there when necessary than you're going to
15 lose by not being there when necessary?

16 A. (Weitzner) Uh-huh.

17 Q. Am I reading that right?

18 A. (Weitzner) Yes.

19 Q. Okay. I'm not asking how much and all of that
20 or the numbers. What I'm saying is, if you
21 have done -- if you have made that assumption,
22 and there's probably millions of dollars
23 involved, I don't know what kind of money we're
24 talking about.

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[WITNESS PANEL: Weitzner~Shaw]

1 A. (Weitzner) No. As I said, it's the smallest of
2 the three.

3 Q. Well, but --

4 A. (Weitzner) By a long shot, yes. It's quite
5 small.

6 Q. Okay. I'll say "some amount of money".

7 A. (Weitzner) Okay.

8 Q. I'll retract the "millions". In order for you
9 to go in financially, you would have to have
10 some data or expectation that there's data
11 which you could say "we're going to come out
12 net positive on this"?

13 A. (Weitzner) Yes. We looked at previous critical
14 periods. We looked at how many critical
15 periods there are over New England, you know,
16 over some -- I can't remember how long, but
17 over the past few years of data at New England
18 ISO. And we made assumptions about, "if we
19 produce zero at a certain number of these
20 critical periods, what is our worst case
21 scenario?"

22 Q. No. But that wouldn't be the analysis. It
23 would be, "for those critical periods, how
24 often were you there versus not there, and

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[WITNESS PANEL: Weitzner~Shaw]

1 what" --

2 A. (Weitzner) I said that we assumed that we'd
3 produce zero under a certain number of those
4 critical periods.

5 Q. Where did you get the zero -- where did you get
6 the number of critical periods of zero? That
7 had to come from meteorological data, didn't
8 it?

9 A. (Weitzner) We looked at the number of critical
10 periods that occurred on the New England ISO
11 grid over the past, I can't remember if it's
12 two or five years.

13 Q. No, I can understand there would be those
14 things. But then you had to compare it with
15 what the wind --

16 A. (Weitzner) And we assumed zero production.

17 Q. Through all of those --

18 A. (Weitzner) So, in other words, we took --

19 Q. Through all of those periods?

20 A. (Weitzner) We took the penalty. Yes. We took
21 the penalty on a certain number of critical
22 periods.

23 Q. Oh. Only on some of them, and others you took
24 the benefit?

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1 A. (Weitzner) No. We looked at what the worse
2 case scenario was, and there's also a maximum
3 penalty that we are ever exposed to under
4 these, under the capacity auction. So, we
5 can't just keep losing and losing and losing.
6 At a certain point, our loss is capped.

7 Q. Well, but you said that this thing, this "be
8 there" thing I'll call it, I don't know what
9 you want to call it, but the "be there" thing,
10 you're saying, because you said very early on,
11 that you're expecting a net positive from that,
12 is that not true?

13 A. (Weitzner) Yes.

14 Q. And I'm not arguing it's millions, thousands,
15 whether it's \$5.00, it doesn't make a
16 difference. You're expecting it to be a net
17 positive?

18 A. (Weitzner) Yes.

19 DR. WARD: Okay. If I talk a little
20 loud, I'll apologize. In order to know whether
21 it was a net positive or a net negative, I
22 agree it would be nice to go in, and I would
23 love to see the ISO data on the dates of when
24 there were critical periods over the last two

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1 to five years.

2 And I would now make a request. I
3 would love to see that data. That's got to be
4 public data.

5 MR. NEEDLEMAN: Well, it may be
6 public data, but I think, if you wanted it, it
7 should have been requested during discovery.
8 So, we'll object.

9 DR. WARD: Well, I'll try again.

10 BY DR. WARD:

11 Q. I'd like to see the data. It seems it's very
12 critical for this to get that data. You're
13 using that as one leg of your stool. And I can
14 certainly compare that to the wind data pretty
15 quickly. And I'd be quite happy to do that
16 very publicly and produce the data within 24
17 hours after I get the dates. No? Yes? No?
18 Can I get that data?

19 A. (Weitzner) I'll defer to my -- to
20 Mr. Needleman.

21 MR. NEEDLEMAN: I would say,
22 Mr. Ward, if it's publicly available, you
23 should have accessed it and had it prepared for
24 today. I would also say that, based on what

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1 Mr. Weitzner has just said, I'm not sure it's
2 relevant.

3 DR. WARD: You don't believe the last
4 part of it. But let's say that I never heard
5 of this as one of the factors. I've been to
6 all of these meetings. I don't think I've
7 missed anything, and I'm certainly not that
8 hard-of-hearing. I don't ever recall that this
9 was ever brought in. And, if it was, I would
10 love to see the reference to it. I never heard
11 of this, the "be there".

12 PRESIDING OFCR. SCOTT: Hold on,
13 Mr. Ward. Mr. Richardson.

14 *[Court reporter interruption.]*

15 MR. RICHARDSON: I just wanted to
16 object, because we've all had the opportunity
17 to request this information through the various
18 technical sessions. Go on the ISO's website,
19 you can look at their capacity auctions, how
20 they're performing. All of this thing can be
21 done to prepare for cross-examination today.
22 It's too late to request it now, and then have
23 this witness come back to answer the questions
24 later.

[WITNESS PANEL: Weitzner~Shaw]

1 So, I think we should move on from
2 this issue. I think we've covered it.

3 PRESIDING OFCR. SCOTT: Anybody else?

4 DR. WARD: Well, I'll disagree that
5 we covered it. This is the first time it's
6 come up.

7 PRESIDING OFCR. SCOTT: Understood,
8 Mr. Ward.

9 MR. NEEDLEMAN: I actually don't
10 think it's the first time it came up. I'm
11 pretty sure that somewhere in our materials we
12 disclosed that we participated in the capacity
13 market auctions.

14 PRESIDING OFCR. SCOTT: I'm going to
15 sustain the objection. You can move on,
16 Mr. Ward.

17 DR. WARD: You're saying I can't get
18 the data?

19 PRESIDING OFCR. SCOTT: I'm asking
20 you to press on, correct, on a different topic.

21 MR. FROLING: Next question.

22 BY DR. WARD:

23 Q. Okay. Let's move a little bit. You have done
24 then a study comparing these "be there" times,

[WITNESS PANEL: Weitzner~Shaw]

1 as you said you have them, isn't that correct?

2 You said you have those over the last few

3 years?

4 A. (Weitzner) Yes.

5 Q. Yes or no?

6 A. (Weitzner) Yes. But it sounds like this --

7 Q. And, in order to -- and, in order to be

8 financially reasonable about this, you must

9 have compared them with some kind of wind data.

10 Would you care to say what wind data you

11 compared them to?

12 A. (Weitzner) I think I already answered that

13 question, when I said we looked at the critical

14 periods and assumed that we produced zero, so

15 that there was no wind.

16 Q. No, that's not what you said. You said you had

17 some fraction of them, and you took a fraction

18 of the days and said "we're going to have zero

19 here, and we're going to be getting positive on

20 another thing"?

21 A. (Weitzner) We looked at --

22 Q. Did I misunderstand?

23 A. (Weitzner) Yes. We looked at how many of

24 these, if we produce zero on a certain number

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1 of these critical days, how much could we lose?

2 Q. And, so, how did you get that certain number of
3 critical days? You had to pick -- obviously,
4 it wasn't 100 percent of them, and I guess it
5 wasn't zero percent. There was some percent?

6 A. (Weitzner) Yes. I don't remember.

7 Q. Where would you get it from? I'm not asking
8 what it is right now, I'm just saying where
9 would you have gotten that from? What data or
10 whatever --

11 A. (Weitzner) As I said, the mechanism comes with
12 a worst case scenario, a maximum loss. And, in
13 the ISO regulations, there's a maximum loss
14 that we can suffer, after which we don't suffer
15 any more losses. So, that's our worst case
16 scenario. We looked at that. And then we
17 looked at various scenarios of how many times
18 we would, if we produce zero at these critical
19 days, how much money would we lose.

20 Q. There is then something that I can find that
21 says that the maximum loss that you would have
22 to pay back to ISO is some number, I can
23 presumably find that some place, is that true?

24 A. (Weitzner) I think so, yes.

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1 Q. Pardon?

2 A. (Weitzner) I think so, yes. I'm not
3 100 percent certain if you can find it. But we
4 looked at that, yes.

5 Q. Well, I mean, I haven't done the analysis that
6 I'm assuming you did. But, from my general
7 meteorological background and a lot of
8 experience, many years of experience, I would
9 expect a negative correlation between the wind
10 speeds and the occurrence of these critical
11 times. But I don't know that to be true. But,
12 on that basis, I would expect it.

13 So, I guess I'm asking, since the Chairman
14 doesn't want to let me get the data, let me ask
15 the overall question. You have made a study,
16 based on some data, which shows you that you
17 are going to have a net positive on the "be
18 there" payments, is that true? You are going
19 to make a net positive out of that?

20 A. (Weitzner) Yes.

21 Q. And, if that were not -- if that didn't happen,
22 that would be a substantial hit financially?

23 A. (Weitzner) No. That's not correct.

24 Q. Okay. Let's turn to the next question I have.

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1 You're going into the -- you're going to be
2 bidding on the day-ahead market, aren't you,
3 from ISO-New England, amongst a whole mess of
4 other bidders?

5 A. (Weitzner) We can sell into the day-ahead
6 market or we can sell LMP, real-time.

7 Q. You can sell in what?

8 A. (Weitzner) Into the real-time market. We
9 don't --

10 Q. I don't know what that means.

11 A. (Weitzner) We can sell day-ahead or we can sell
12 on the day.

13 Q. Okay. But, either day, you're going into the
14 market?

15 A. (Weitzner) Yes.

16 Q. Whether you sell it on a day-ahead or year
17 ahead or the same day or same hour, you're
18 still going into a market?

19 A. (Weitzner) Yes. But the cash flows of the
20 Project are not -- are secured through a
21 power -- will be secured through a power
22 purchase agreement, a financial hedge, or
23 possibly a revenue swap.

24 Q. What kind of a financial hedge could you use?

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[WITNESS PANEL: Weitzner~Shaw]

1 A. (Weitzner) A financial hedge. A financial
2 hedge is a --

3 Q. You get somebody else to take the risk?

4 A. (Weitzner) Yes.

5 PRESIDING OFCR. SCOTT: And, again,
6 one at a time.

7 DR. WARD: I'm sorry.

8 PRESIDING OFCR. SCOTT: We want to
9 get this all down.

10 DR. WARD: I apologize again.

11 BY DR. WARD:

12 Q. But, either way, when -- if you want to use a
13 financial hedge, let's say you've got some --
14 some sucker who wanted to buy it when you
15 didn't -- when you wanted to sell it, but
16 somebody else didn't, that person has to take
17 the -- has to take the risk. So, it ends up
18 becoming a market price, does it not? Because
19 what they're going to pay you for it is
20 depending on their assessment of what's going
21 to happen, is it not?

22 A. (Weitzner) The energy ultimately does get sold
23 into the New England ISO grid, of course.

24 Q. That's correct. And, so, if, for example, I

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1 came along and said "hey, I've got this whizbo
2 thing and I can, tomorrow, boy, I can generate
3 10 percent of your total energy." Would that
4 affect the market?

5 A. (Weitzner) Could you ask me that -- I don't
6 understand the question.

7 Q. Let me try it. I come along with some way of
8 generating energy, and I found a way that
9 tomorrow, I'm going into the tomorrow market
10 now, that I could generate, I don't know, a
11 thousand megawatts pretty cheap. That would
12 affect the market, wouldn't it?

13 MR. NEEDLEMAN: Mr. Chair, I'm going
14 to object. I don't think this has anything to
15 do with the financial capability of this --

16 DR. WARD: It has everything to do
17 with it. I'm sorry, Mr. Chairman. And I
18 apologize again.

19 PRESIDING OFCR. SCOTT: Are you ready
20 to move on to --

21 DR. WARD: No, I'm not prepared to
22 move on.

23 BY DR. WARD:

24 Q. There's a market for energy. Your energy is

[WITNESS PANEL: Weitzner~Shaw]

1 very weather-dependent, is it not?

2 A. (Weitzner) Yes.

3 Q. And you have no control over how much energy
4 that's going to be, is that not true?

5 A. (Weitzner) Correct.

6 Q. Okay. So, you are at the mercy of the weather,
7 as to how much money you're going to get for
8 your energy?

9 A. (Weitzner) Not how much money Antrim Wind
10 Energy is going to get for the energy. Antrim
11 Wind Energy will lock in the cash flows from
12 the energy that we produce through power
13 purchase agreements, financial hedge, revenue
14 swap, over a long period. So, Antrim Wind
15 Energy's financial viability or our
16 profitability is not dependent on what's
17 happening in the market day-to-day.

18 Q. And you expect to have this fully covered?

19 A. (Weitzner) We expect to have a lot of it
20 covered. We would like to have it 100 percent
21 covered. If we don't have 100 percent of it
22 covered, if we have less than 100 percent of it
23 covered, we may need -- we will need to put in
24 more equity than we expect, than we're

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1 forecasting right now, maybe. But not
2 necessarily. So, we don't need to have
3 100 percent of it covered.

4 Q. Well, but somebody is taking the risk on the
5 weather, isn't that true? If you say you're
6 not, you're still dumping it off on somebody is
7 doing it?

8 A. (Weitzner) Entities that want to buy power at
9 attractive market prices are willing to take
10 that -- are willing to take that risk, need to
11 take that risk, because they have -- because
12 they have energy that they need to buy, and
13 they are happy to buy it from wind projects.

14 Q. But wouldn't that price that this other person,
15 this other entity pay, would again come back,
16 whether it's you or them, the price that you're
17 finally going to get, from a PPA or otherwise,
18 depends on what people value that energy in the
19 market, what the value they put on that, does
20 it not? Whether it's you or someone else?

21 A. (Weitzner) Yes. There is a market for that
22 energy. And, yes.

23 Q. So, the market price, though, would depend on
24 how it compares with other sources?

[WITNESS PANEL: Weitzner~Shaw]

1 A. (Weitzner) We've demonstrated that we've
2 entered into a PPA for 25 percent of the
3 Project. We expect -- we expect soon we'll be
4 entering into another or, you know, one or two
5 more PPAs for almost all of the remaining
6 energy of the Project. So, once we enter into
7 those PPAs, our revenue is no longer dependent
8 on that.

9 Q. But the person who's the PPA that is buying it
10 is merely substituting for you in the market,
11 it doesn't change the market price that your
12 energy has?

13 A. (Weitzner) That's right.

14 Q. You're shifting --

15 A. (Weitzner) We are the willing sellers of energy
16 and they are the willing buyers of energy.

17 Q. Right. So, whether it's you or this PPA, we
18 still have the exact same problem. That is,
19 the value that you're going to get out of it,
20 whether it's on the day-to-day market or from a
21 PPA, it's still going to depend on the market
22 and the value of your energy, is that --

23 A. (Weitzner) No. No. Once we enter into a PPA,
24 then the revenue we get for the production is

[WITNESS PANEL: Weitzner~Shaw]

1 fixed.

2 Q. I understand that. What I'm saying to you is,
3 the value of your energy, in the final
4 analysis, comes down to what the market is
5 going to make it look like, isn't that true?
6 Whether you take the risk or whether you get a
7 PPA to do it?

8 A. (Weitzner) I don't understand what you mean by
9 "value of our energy"?

10 Q. Well, there is going to be some value with
11 somebody, I assume ISO-New England or somebody
12 is going to pay for whatever number of
13 megawatts you generate, at some rate per
14 megawatt-hour, or however you want to define
15 it. There's going to be a value to that,
16 right?

17 A. (Weitzner) Yes.

18 Q. And that's going to depend on a lot of factors,
19 one of which is the frequency and the
20 variability and other factors of the wind
21 itself? Yes or no?

22 A. (Weitzner) Yes.

23 Q. If it turned out that, for example, when you're
24 selling your power, and I will say "you",

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1 meaning you or the PPA or whoever it is that's
2 going into the market with it, when they are --
3 when that entity is selling power into the
4 market, it's going to be selling it when most
5 everybody else in the wind energy business is
6 also selling it, is it not?

7 A. (Weitzner) Yes.

8 Q. So, in general, when wind power goes into the
9 market, it's always going to be going -- it's
10 almost always going to be going into a buyer's
11 market, not a seller's market?

12 A. (Weitzner) No. I don't agree. Because I think
13 wind is a fairly small -- wind is a fairly
14 small percentage of the New England ISO grid.
15 So, I think there are many other factors
16 that -- many, many more much larger factors
17 that are going to influence price, versus
18 whether the wind is blowing or not.

19 Q. Well, as I showed in my prefiled testimony and
20 the exhibits, which you all have, generally,
21 when wind is blowing at one place in New
22 England, it's blowing everyplace else and vice
23 versa?

24 A. (Weitzner) Yes.

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1 Q. Which means that there's always going to be a
2 competition between every windmill with every
3 other windmill, or wind turbine, there's always
4 going to be that. Which is always going to
5 make so that, when you're trying to sell,
6 everybody else that has wind energy is also
7 going to try to sell. Doesn't that -- and, you
8 know, when I see things like that, I always
9 assume then that's a buyer's market, not a
10 seller's market. And you're the seller.

11 A. (Weitzner) Again, I think wind energy in the
12 New England ISO is a very, very small
13 percentage of the total stack of generation.
14 So, it does not have a big effect on the grid.

15 Q. Well, to the extent that it's irrelevant, I
16 guess we could probably not worry about it.
17 But I thought we were here because we were
18 talking about the fact that wind energy was
19 relevant, and we certainly have a lot of talk
20 about how it's going to replace things and
21 such. Now, you're saying "it's so small it's
22 irrelevant", I don't know where I want to go
23 with that.

24 But I will end that part of my questioning

[WITNESS PANEL: Weitzner~Shaw]

1 by saying that, to the extent that it's there,
2 small, large, medium, whatever it is, it will
3 always be competing with itself, and hence will
4 always be going into a buyer's market. I don't
5 have no idea how much that's going to affect
6 it. But it would always be going into a
7 buyer's market, wouldn't it?

8 A. (Weitzner) But everything, in that sense,
9 everything is competing with itself. Natural
10 gas, a natural gas plant is going to generate
11 when other natural gas plants are generating.
12 A nuclear plant is going to generate when other
13 nuclear plants are generating. So, in that
14 sense, everything is competing against itself.

15 Q. Yes. But I'm concentrating on one particular
16 thing, which is that, when you have wind energy
17 any place in New England, you got it
18 everywhere, and vice versa. Which means that
19 we're always going to be going in, once we get
20 above some level of irrelevancy, I guess, then
21 it becomes more and more relevant. I don't --
22 I'm just asking. Has that been put into
23 your -- factored into your price, capacity
24 factors or anything like that? Has that idea

[WITNESS PANEL: Weitzner~Shaw]

1 ever entered in any of your calculations?

2 A. (Weitzner) What idea?

3 Q. That when one wind seller has lots of energy to
4 sell, all the other wind sellers will have it.

5 A. (Weitzner) It does not need to be factored into
6 our calculations, because we plan on fixing
7 long term the revenues from this wind project.
8 So, it doesn't matter that, if other wind
9 projects are producing when we are, maybe that
10 affects prices, it doesn't matter, because
11 we'll have the majority of our revenue secured
12 through a PPA. So, it's irrelevant.

13 Q. So, somebody else is taking the hit then?
14 Isn't that going to affect what the PPA is
15 doing and things like that? I mean, let's
16 assume that people know this, if you don't have
17 the -- taking the chance with it, that means
18 somebody else is. And one assumes they're
19 reasonable people, does it not?

20 A. (Weitzner) Yes.

21 Q. And, then that, if they're reasonable people,
22 then they're going to offer you a little bit
23 less, because they're taking the risk, does it
24 not?

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1 A. (Weitzner) We've already entered into one PPA.
2 So, that's a signed legal agreement, those
3 revenues are fixed. We expect we'll be
4 entering into more. The PPA price doesn't
5 change once you sign the agreement.

6 Q. Well, supposing that one of them hired me as an
7 expert before they signed the agreement, and I
8 said to them "hey, be careful"?

9 A. (Weitzner) I think there is a lot of experience
10 with wind in this country, and there are a lot
11 of wind PPAs in this country, and people are
12 very familiar with whatever risks are out
13 there. And, yet, still there is tremendous
14 appetite, as we are seeing in New England and
15 around the country, to enter into PPAs with
16 wind farms.

17 DR. WARD: Okay. Let me just -- Mr.
18 Chairman, I have just one line, one more line
19 of questioning.

20 PRESIDING OFCR. SCOTT: Please.

21 BY DR. WARD:

22 Q. Supposing that you don't -- the Committee
23 approves this and you build it, and it turns
24 out that, for example, it doesn't meet, let's

[WITNESS PANEL: Weitzner~Shaw]

1 say, let's talk about the shadow flicker thing,
2 and you have to shut the thing down on certain
3 days to meet your thing in the Application.
4 Would that substantially affect the capacity
5 factors that you're expecting?

6 A. (Weitzner) No.

7 Q. It would not?

8 A. (Weitzner) No. It would have a very, very,
9 very small effect on the capacity factor, if we
10 need to do any kind of additional curtailment
11 to meet the shadow flicker requirements.

12 Q. And you know that from?

13 A. (Weitzner) Doing some analysis.

14 Q. And, so, we'll get a chance to talk to
15 Mr. O'Neal about that, your meteorologist?

16 A. (Weitzner) Mr. O'Neal I don't think did the
17 financial analysis. I think that those are --
18 is the analysis that we did.

19 Q. Well, but he is in here to do shadow flicker
20 things?

21 A. (Weitzner) Yes.

22 Q. Isn't there a question? Because I've seen at
23 various places that, if shadow flicker becomes
24 much more problem, you just shut the thing

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[WITNESS PANEL: Weitzner~Shaw]

1 down?

2 A. (Weitzner) Yes.

3 Q. Isn't that the plan?

4 A. (Weitzner) Yes.

5 Q. So, I mean, I'm not saying it's going to be.

6 I'm just saying, if it were a problem, that's

7 the plan, is to shut it down?

8 A. (Weitzner) Yes. Absolutely.

9 Q. Okay. What would happen if it exceeded the

10 noise things on certain days, same thing?

11 A. (Weitzner) If we were in violation of the SEC

12 noise requirements, we would need to curtail

13 the turbines to comply, yes.

14 Q. Has that been factored into your analysis, the

15 financial analysis?

16 A. (Weitzner) We're very confident that we will

17 comfortably meet the SEC requirements for

18 noise.

19 Q. So, you've said it's not factored in, you just

20 assumed you're going to meet them?

21 A. (Weitzner) Yes.

22 Q. And the same holds true for shadow flicker?

23 A. (Weitzner) We have a rough idea, seeing as we

24 may need to do some curtailment, some very

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1 small curtailment, to comply with shadow
2 flicker requirements. We know -- we have a
3 very good idea of what that's going to cost,
4 and it is absolutely irrelevant, in terms of
5 the revenue of the Project. Curtailing the
6 turbines that need to be curtailed, in order to
7 comply with the SEC shadow flicker requirement.

8 Q. And icing, the same thing would apply?

9 A. (Weitzner) Icing is, things of that nature, are
10 factored into the SEC report, in terms of --
11 excuse me, factored into our meteorological
12 report, in terms of availability. So, yes.
13 That's been factored in as well.

14 Q. Okay. So, if I, and tell me if I'm summarizing
15 this wrong, you have some meteorological
16 factors. Some of which you feel you've taken
17 quite comfortable care of. But, if things
18 happen, there could be further curtailments,
19 which would affect your capacity factors, and
20 hence your financial dealings, your financial
21 results on this? I'm not saying they are. I'm
22 just saying, if it turned out, then that's the
23 way it's going to be handled?

24 A. (Weitzner) I can say that we've looked at this,

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1 and I cannot see a situation where the
2 curtailment that we might need to do for sound
3 or shadow flicker could have any kind of
4 material financial impact on this Project.

5 Q. But, if it turns out that, and later on in the
6 proceedings we're going to be discussing some
7 of these things, and if it turns out that these
8 are going to be a problem, your answer to that
9 is going to be curtailment?

10 A. (Weitzner) Yes.

11 DR. WARD: That's all I have. Thank
12 you.

13 PRESIDING OFCR. SCOTT: Thank you.
14 Ms. Linowes. And, before you start again, I'll
15 ask, again, people one at a time, speak close
16 to the microphone, so everybody can hear, in
17 addition to Mr. Patnaude, of course. And,
18 again, please keep your questions on topic
19 right now, again, we're going through, as you
20 see in the sequence of different topics, right
21 now we're on financial capability.

22 And, Ms. Linowes -- and hold on a
23 second. We'll go off the record.

24 *[Brief off-the-record discussion*

[WITNESS PANEL: Weitzner~Shaw]

1 Just a few questions.

2 PRESIDING OFCR. SCOTT: Ms. Linowes?

3 MS. LINOWES: I have three categories
4 of -- or topics to address. And I'm thinking
5 each one will be about a half an hour. But,
6 ideally, that would work out -- they will work
7 out that way.

8 PRESIDING OFCR. SCOTT: Okay. So,
9 you're saying about an hour and a half?

10 MS. LINOWES: So, the -- I'm sorry,
11 the confidential portion will be about a half
12 an hour.

13 PRESIDING OFCR. SCOTT: About a half
14 hour, okay. Thank you. All right.

15 It sounds like right now might be a
16 good time to take a lunch break, so we don't
17 have to interrupt your flow. And we'll -- how
18 much time will you need? So, the lunch is
19 here, right?

20 So, if we were back, do we think an
21 hour is enough? Anybody have any -- is that
22 too much time?

23 *[No verbal response.]*

24 PRESIDING OFCR. SCOTT: Okay. We'll

[WITNESS PANEL: Weitzner~Shaw]

1 try an hour and see how that goes. Thank you.

2 (Lunch recess taken at 11:48

3 a.m. and concludes the **Day 1**

4 **Morning Session.** The hearing

5 continues under separate cover

6 in the transcript noted as **Day 1**

7 **Afternoon Session ONLY.**)

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