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The law, policy, and fundamental fairness necessitate a declaration that dockets remain open to determine matters of compliance with the conditions set forth in a certificate of site and facility. The SEC should declare that the Antrim II docket remains open, schedule an adjudicative hearing to determine AWE's compliance with the Certificate, and, for the reasons explained below, find that AWE has not satisfied the financing condition of approval in the Certificate.

d. AWE's proposed construction financing violates the Certificate.

35. The SEC should declare that AWE has not satisfied the financing conditions set forth in the Certificate because AWE's proposed financing arrangement significantly differs from AWE's representations to the SEC in Antrim II. In the context of land use, the scope of a condition of approval is dependent upon the representations of the applicant and the intent of the condition at the time it is issued. Cf. 1808 Corp. v. Town of New Ipswich, 161 N.H. 772, 775 (2011) (stating that "the scope of a variance is dependent upon the representations of the applicant and the intent of the language in the variance at the time it is issued"); Rye v. Ciborowski, 111 N.H. 77, 81 (1971).

36. Here, the financing contingency set forth in the Certificate must be interpreted and informed by AWE's representations at the adjudicative hearings. Cf. 1808 Corp., 161 N.H. at 775. In AWE's application, AWE stated that construction financing will consist of "a construction loan and construction equity to complete the turnkey construction process." See Exhibit 10, Pre-Filed Direct Testimony of Henry D. Weitzner and Eric Shaw, dated March 3, 2016, at 7. AWE also stated that "the Project will be funded with a \$10-\$13 million construction loan converting to a term loan, and \$50-55 million of equity." Id. at 9. In support of that