



Town of Antrim, New Hampshire

**P.O. Box 517, 66 Main St.
Antrim, NH 03440**

**Phone: (603) 588-6785
Fax: (603) 588-2969**

Selectmen's Meeting Minutes 12/4/2017

Town of Antrim – Board of Selectmen Meeting Minutes December 4, 2017

The meeting was called to order at 7:00 PM by Mr. Robertson in the Antrim Town Hall.

Members Present: Mr. Robertson, Mr. Edwards
Town Counsel: Attorney Justin Richardson
Staff present: Donna Hanson (Town Administrator)
Absent: Michael. Genest

- Mr. Robertson continued the Public Hearing from November 20, 2017 to review the Antrim Wind Energy (AWE) and Town of Antrim agreement. Mr. Robertson said there were four issues that were raised at the November 20, 2017 public hearing and we would be discussing those tonight. Attorney Richardson reviewed them:
 - Definition of Occupied Building
 - Response time for complaints
 - Training for use of specialized equipment by the fire department
 - Requirement for the Board of Selectmen (BOS) to support the project

AWE's response to the questions raised at the last meeting are attached.

Attorney Richardson said AWE didn't give a lengthy response on any of the questions. He said AWE is adopting a "take it or leave" stance with the agreement.

Attorney Richardson said that the proposed agreement provides more protection for the town than the current agreement.

Attorney Richardson asked Jack Kenworthy to provide more detail relating to the response time for complaints but Mr. Kenworthy declined. Attorney Richardson referred to the Site Evaluation Committee (SEC) testimony and read the explanation from Mr. Kenworthy on responding to complaints. AWE stated that a reasonable response to a non-emergency complaint would typically be on the next business day.

Barbara Berwick asked if she, AWE, or the town defines "reasonable." Mrs. Berwick asked why it couldn't be spelled out in writing what reasonable is because reasonable means different things to different people. Attorney Richardson said AWE isn't willing to change anything at this point and that it isn't possible to have a perfect agreement. If AWE doesn't comply with the certificate or the agreement they would be non-compliant and it would go back to the SEC.

Elsa Volker asked if they will always have a phone for 25 years for complaints. Attorney Richardson said as long as the project is there they are required to have a phone.

Mrs. Berwick said we can't record flicker or noise ourselves. The only thing the SEC will consider is the SCADA system which will be provided by AWE. It could have snow or ice on it and not be working properly. Attorney

Richardson reminded her that if there is snow or ice on the SCADA system that would be in violation of the SEC certificate.

Mrs. Berwick said Mr. Kenworthy was wrong in his response to the definition of occupied buildings. She then proceeded to read from the rule making session of the SEC transcript in 2015, Section 111, Page 27. She said the town should not have a definition that goes above and beyond the SEC requirements and the definition in this agreement does. The SEC did not put "permanently, year round" occupied buildings in the certificate so why should it be in this agreement. Attorney Richardson said if the rule is correct and shadow flicker or noise is higher than what is acceptable whether it specifies seasonal or year round properties, AWE would be in violation of the SEC certificate.

Mrs. Berwick asked why the town ever agreed to the 2012 agreement. The agreement said that the Town would pay salvage cost after the decommissioning.

Mr. Edwards said, "My main concern was that everything that the SEC mandates become part of this agreement. As we go forward 20 years from now and the BOS, Town Administrators, and Residents change, there's going to be a permanent record of everything in one document so there is no ambiguity when you look back. One of my arguments was that we can't have these conflicting documents. We push to consolidate all of this information. I don't know that we all agree with all the decisions made by the SEC but that's the way it came out. I just want to make sure that all the information that is in that certificate is accurately stated in our agreement."

Mrs. Berwick agreed but still feels the definition should not state "permanent." Chief Lester said that permanent refers to the structure being permanent not that the structure has to be occupied year round. Mr. Robertson said it also says, "or other structure."

Attorney Richardson said the SEC has permitted the town and AWE to update the agreement in accordance with the SEC certificate. "We've gone through every single provision of the certificate to make sure it pertains to the agreement. There is nothing in the certificate that says we can change the agreement, we can only modify it to adhere to the provisions of the certificate. If we significantly change this agreement then that means we will still be operating with the 2012 agreement and none of the other provisions in the new agreement will be there."

Mr. Robertson said if we do something that is not in line with what the SEC said we could do with the agreement, we would have to go back and do this over again.

Mr. Edwards asked if Mrs. Berwick would file a complaint if there was a violation of shadow flicker or noise. She said she would. Mr. Edwards said we would act on that and then it would have to be interpreted by the SEC to determine if there was a violation. Mrs. Berwick said she sees no reason to have a definition in the agreement because it only makes it stricter for the Town not AWE.

Mr. Edwards said we may need to get a ruling from the SEC on this. Attorney Richardson said we are talking about two different things. The agreement can be updated to comply with the SEC certificate. Mrs. Berwick is talking about the SEC rules. Mr. Kenworthy's letter is clear on where that leaves us at the end of the day. If we go back and change this definition then we don't have an agreement at all.

Mr. Edwards spoke about Mrs. Berwick's complaint that the BOS originally supported the 2012 agreement and why the BOS would tie the hands of future boards by stating the BOS's support in the agreement. Mr. Edwards said that unless we have something that is contrary or conflicting or totally opposite of what we had from the beginning when the BOS supported this project we have no justification to say we don't support it now. "We supported in 2012, 2014, 2015 and stated so at the SEC hearings, so how do we state now that we don't support the project?"

Attorney Richardson stated that the Town would have no authority with this agreement or with the third party coming in to look at the decommissioning agreement had the Town not proposed that this be part of the certificate.

Mr. Edwards stated to Mrs. Berwick that this agreement may not give her the comfort she wants but the complete authority to file a complaint and the SEC will decide whether it is actually a violation. "I think we've done all we can and I think we need to move forward to the next question."

Attorney Richardson said that Mr. Kenworthy doesn't believe there will be any specialized equipment needed. Their protocol will be that if there is an emergency they will establish a perimeter and not ask the fire department to climb a turbine to put out a fire. AWE is required to establish an emergency action plan to be approved by the State Fire Marshall's office in consultation with the Town's fire department.

Mr. Edwards said that he was glad to see that Mr. Kenworthy said in his letter that they will be paying for training if need be. Mrs. Berwick would like to see that in writing because the letter isn't binding if not in the certificate or agreement.

The emergency response plan will have to be approved by the Fire Marshall.

Mr. Edwards stated that we may not all be happy with this, but we have to live with the decision of the SEC. We have to do the best we can for the Town and it won't be perfect but the agreement we have is a good agreement.

Mr. Robertson asked if there was any more comment. Mrs. Berwick asked that they look at what the SEC allowed them to change on this agreement before they signed it. Attorney Richardson stated once again that if the agreement was changed AWE would not sign it.

Mr. Edwards said he can't jeopardize the agreement by changing it and risking that AWE won't sign it when you have a remedy that you can come forth and complain if you have a complaint. Mrs. Berwick said the 2012 agreement was terrible and this agreement is terrible and will be binding for 20 years. Mr. Edwards said the agreement and the PILOT has come light years from where they were to benefit the Town.

Mr. Robertson moved to close the public hearing. Mr. Edwards seconded. Passed 2/0

Mr. Edwards moved to authorize the signing of the agreement by the BOS. Mr. Robertson seconded. Passed 2/0

- Mr. Cleland asked if House Bill 324 passes will our taxes go up or down? Mr. Edwards stated that the municipalities would have to accept the Department of Revenue's (SRA) assessed value for utilities. If you look at DRA values and municipal values the town's value far exceeds the DRA's value. The Antrim tax rate could go up 51 cents if Bill 324 is enacted.
- Melissa Gallagher and Jacqueline Rolauel from the Grapevine discussed the Grapevine Warrant Article requesting \$12,000.00 for the Teen Center.
- Preliminary budgets were reviewed for Welfare, Prosecutor/Police, and Employee Benefits.
- Mr. Edwards moved to approve the minutes of November 17, and November 20, 2017. Seconded by Mr. Robertson. Passed 2/0
- Mr. Edwards moved to approve the non-public minutes of November 17, 2017. Mr. Robertson seconded. Passed 2/0
- Mr. Edwards gave an update on the Water and Sewer meeting he attended.
- Mr. Robertson gave an update on the Selectmen's Advisory Committee meeting. School Board Chairman Myron Steere, spoke to Mr. Robertson after the meeting stating the School Board didn't like the changes to the Antrim Town Gym Agreement. He said he would like to come to a BOS meeting.
- The BOS signed the loan resolution for the Rural Development Bond which will be closing on December 8, 2017.
- Mr. Robertson moved to go into non-public per RSA 91-A: 3 II (a) the dismissal, promotion, or compensation of any public employee. Mr. Edwards seconded. Passed 2/0
- There being no further business, Mr. Robertson moved to adjourn, Mr. Edwards seconded, passed 2/0. Meeting adjourned at 9:55 PM.

Respectfully submitted, Donna Hanson, Town Administrator