

**Weaver Wind Project**

MDEP Site Location of Development/NRPA Combined Application

**SECTION 28: TANGIBLE BENEFITS**

## 28.0 TANGIBLE BENEFITS

### 28.1 INTRODUCTION

The project will provide significant tangible benefits throughout Maine, including direct benefits to Hancock County and the host communities of Eastbrook and Osborn. Tangible benefits are defined as environmental or economic improvements or benefits to residents of the State attributable to the construction, operation, and maintenance of the project and include, but are not limited to: property tax payments resulting from the development; other payments to a host community, including, but not limited to, payments under a community benefits agreement; construction-related employment; local purchase of materials; employment in operations and maintenance; reduced property taxes; reduced electrical rates; land or natural resource conservation; performance of construction, operations, and maintenance activities by trained, qualified and licensed workers; or other comparable benefits. There is no requirement in the statute that projects provide benefits in each of the specified areas, but rather that the collective benefits from the project be significant.

**Table 28-1. Summary of tangible benefits from the Weaver Wind Project**

<b>Value</b>	<b>Benefit</b>
\$145,000,000	Approximate Total Capital Investment
\$4,869,880	Cumulative Community Benefits (Section 28.2.3) (in excess of \$11,000 per turbine per year)
\$7,000,000 plus	Cumulative Property Taxes (Section 28.2.5)
\$49,090,000	Est. Construction/Supply Chain Spending in Maine (Section 28.2.6) Of this total, approximately \$10,300,000 is Supply Chain Wages
135	Est. Direct, Full-time Equivalent Construction Jobs (Section 28.2.6)
4-6	Est. Full-time Permanent Employees (Section 28.2.6)
95	Est. Maine-based firms that will be utilized to build the project, based on supply chain of previous Maine wind farms
\$200,000	Cumulative Tangible Benefit to Airline Riders ATV Club
\$230,000	Tangible Benefit to Lower Lead Mountain Pond Owners Association
2429	Approximate tonnage of carbon dioxide avoided annually from 72.6MW of clean wind energy (Section 28.3)

Tangible benefits from the project will extend from the communities in the project area, to businesses and contractors throughout the state, to ratepayers in the State and region. Locally, the benefits will be in the form of new landowner income, community benefit agreements, support of local recreation clubs and local non-profits. The Applicant is one of the lowest cost sources of new renewable energy supply in New England priced to include 100% of the Federal Production Tax Credit (PTC). The fact that the project has been qualified at 100% of the PTC means that ratepayers can realize a roughly \$40 million savings over a 15-year contract term when compared to a project that qualifies for 60% of the PTC. Ratepayers across the state and the region will realize the benefit of added wind energy capacity in the form of predictable, long-term wholesale contracts removed from volatile markets. Similar to other renewable resources such

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as hydro power and solar, the addition of new renewable energy supply has also been shown to exert downward pressure on energy rates in New England.

The most significant environmental benefit is the generation of electricity without pollution and emissions that result from conventional fossil fuel sources.

## 28.2 ECONOMIC BENEFITS

### 28.2.1 General Economic Benefits

The economic benefits of wind energy development in Maine and New England are well-documented. Dr. Charles Colgan of the University of Southern Maine has provided a retroactive review of the economic impacts of three utility-scale projects built and now operating in Maine.<sup>1</sup> His research showed a \$222 million in-state investment from three projects – about \$860,000 per MW installed - and an average of nearly 250 jobs created annually for seven continuous years. London Economics International (LEI), at the direction of the Maine Public Utilities Commission (MPUC), has projected future economic impacts for an estimated 625 MW of new wind capacity in Maine. (LEI chose to model 625 MW as it reflected a rough estimate of the near-term build-out of wind power in Maine. To meet Renewable Portfolio Standard requirements across New England by 2020, five to seven times that amount of wind power [or its equivalent] will be needed, according to ISO-NE.) A summary of their analysis for 625 MW of new wind capacity additions in Maine follows:

**Table 28-2. Summary of Maine benefits<sup>2</sup>**

Value*	Benefit
\$1,140 million	Increase in Gross State Product (GSP)
\$560 million	In-state Spending and Investment
11,700 jobs	Increase in Local Jobs
\$6.3 million	Annual Tax Revenue
\$4.5 million	Annual Savings to Maine ratepayers from reduced electricity prices
\$13 million	Annual Emissions Reductions

\*Assumes 625 MW wind built with a capital cost of \$2,563/KW.

A recent analysis of the economic benefits of wind energy showed that through 2017, the industry had a total capital investment in Maine of \$1.8 billion, and in 2017 supported 501-1,000 direct and indirect jobs, and resulted in estimated annual lease payments of \$1 - \$5 million.<sup>3</sup>

The following subsections describe specific tangible and economic benefits associated with the project.

<sup>1</sup> *The Employment Impacts of Wind Power Development in Maine 2003>2010*; Charles Colgan, PhD; Maine Center for Business and Economic Research; University of Southern Maine (the “Colgan Report”).

<sup>2</sup> London Economics International LLC MPUC RPS Report 2011-Review of RPS Requirements and Compliance in Maine at 19.

<sup>3</sup> <http://awea.files.cms-plus.com/FileDownloads/pdfs/Maine.pdf>

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#### **28.2.2 New Income for Landowners**

The project provides a new source of long-term income and direct economic benefit to the local landowners participating in the project through land leases, fee acquisitions, and easements. Additional income from the project to the landowners will also be a stable source of “multiplier” spending in the region.

The project allows landowners to capture economic benefits without disruption to existing land uses. Income from the project will supplement, not displace, what landowners typically earn from logging and other traditional uses of their property. Amid broader and uncertain economic and market conditions, the stable, diversified income stream for landowners can help preserve forestry, recreational, and other traditional uses. In addition, large commercial timberland owners typically offer public access for hunting, fishing, hiking, mountain biking, bird watching and other activities. Offering this access means that roads, parking areas and trails have to be maintained at a higher level than what would be required just for logging. Allowing landowners to generate revenue from long term leases with wind projects helps them recoup some of the costs associated with providing the public with access and enjoyment of their lands.

The roads associated with the proposed project also allow seasonal and year-round residents located on Spectacle Pond year-round access to their properties. The roads are and will be maintained during summer months and plowed during the winter to ensure that residents will continue to have access to their properties.

#### **28.2.3 Community Benefits Package**

Community outreach and support is an important element of Longroad’s development planning. Longroad continuously strives to cultivate a positive relationship with the communities that host our projects.

Turbines associated with the project are located in the towns of Eastbrook and Osborn, both in Hancock County. Hancock County is composed mostly of rural communities with low population and limited commercial activity. The project provides a unique opportunity to harness the local wind resources with minimal impact to the area, while broadening the tax base and improving the financial security of Osborn and Eastbrook.

In addition to new tax revenue, the project is required by statute to provide a community benefits package valued at no less than an average of \$4,000 per turbine, per year, or \$88,000 annually. The project’s combined average annual community benefit is preliminarily estimated at \$221,358 annually, which far exceeds the statutory minimum (35-A MRSA §3454.2).<sup>4</sup> The project anticipates making the following community benefit payments.

#### **Osborn**

A one-time payment of \$250,000 to the Town of Osborn for use by the Town for municipal services or infrastructure to advance public safety; a one-time payment of \$500,000 to the Town of Osborn for energy reduction and energy efficiency projects; and an annual payment of \$1,212 per MW of installed capacity (\$55,994 based on the 14 turbines proposed for Osborn) that can be used at the Town’s discretion for

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<sup>4</sup> This figure includes provisions of host benefit agreements previously negotiated with Eastbrook and Osborn. The Applicant is currently discussing updated agreements with each of those two communities and will provide updated information during the processing of the application.

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public purposes such as property tax reductions, economic development projects, land and natural resource conservation, tourism promotion, or reduction of energy costs (Exhibit 28-1). This agreement was executed in 2015. The Applicant is working with the town to verify that the agreement continues to meet the town’s needs. If the agreement is modified, the modified agreement will be provided during the processing of the application.

**Eastbrook**

An annual payment of \$5,682 per MW of installed capacity (approximately \$150,00 based on the 8 turbines proposed for Eastbrook) for use by the Town for public purposes, including but not limited to property tax reductions, economic development projects, land and natural resource conservation, tourism promotion, or reduction of energy costs (Exhibit 28-1). Note that the executed community benefit agreement included a sunset provision so the Applicant is updating the agreement with the town. The updated agreement will be provided during the processing of the application.

**Table 28-3. Summary of payments pursuant to community benefit agreements**

<b>Annual Value</b>	<b>Approximate Cumulative Value</b>	<b>Beneficiary</b>
\$93,494	\$1,869,880	Town of Osborn
\$150,000	\$3,000,000	Town of Eastbrook
<b>\$243,494</b>	<b>\$4,869,880</b>	<b>Total Value to Osborn and Eastbrook</b>
<b>\$11,067</b>	<b>\$221,358</b>	<b>Total Value Per Turbine</b>

**28.2.4 Other Community and Resource-Based Tangible Benefits**

**Airline Riders ATV Club**

Longroad has agreed to provide \$10,000 annually, payable to the Airline Riders All Terrain Vehicle (ATV) Club, to support its efforts to maintain trails, repair trail bridges, and perform stormwater management activities within the State of Maine (Exhibit 28-2, Agreement Section 2).

**Lower Lead Mountain Pond Owners Association**

The Lower Lead Mountain Pond Owners Association (LLMP) received a Notice of Violation from the Land Use Planning Commission to rehabilitate the Lower Lead Mountain Pond Dam located in T28 MD, Hancock County. Longroad has agreed to provide the LLMP with \$230,000 towards its dam rehabilitation effort provided certain conditions are met (Exhibit 28-3, Agreement Section 2).

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**Table 28-4. Other community and resource-based tangible benefits**

<b>Annual Value</b>	<b>Approximate Cumulative Value</b>	<b>Counter-Party</b>
\$10,000	\$200,000	Airline Riders ATV Club
One-time donation w/ value of \$11,500/year	\$230,000	Lower Lead Mountain Pond Owners Association Donation
<b>\$21,500</b>	<b>\$430,000</b>	<b>Total Value Combined</b>
<b>\$977</b>	<b>\$19,545</b>	<b>Total Value Per Turbine</b>

### Longroad Corporate Programs

In addition, when the Applicant becomes an operational facility, the communities of Osborn and Eastbrook will become eligible for Longroad's community outreach programs and support, including:

- *Direct support:* All Longroad operating projects have a budget to be responsive to charitable needs and requests from the immediate community;
- *Sponsorships of community events:* Longroad provides sponsorships for local civic organizations, educational/environmental groups and events; and
- *Outreach to local schools:* Longroad expects to support and participates in local science and technology curriculum.

### 28.2.5 Property Taxes

The large investment in a wind power project can result in a dramatic increase in real property value and typically has the corresponding effect of substantially increasing the local property tax base, thereby reducing overall taxes. The positive impact on local taxes resulting from wind energy development was summarized in an article that appeared in *Maine Town & City*, a publication of the Maine Municipal Association.<sup>5</sup> The communities discussed in that article experienced a reduction in the mil rate or other tax relief due to development of a wind project in their community. These capital investments provide significant taxable property value without creating incremental demand for local services, resulting in a meaningful net tax benefit.

The Applicant estimates that collectively, the project will pay in excess of \$467,049 annually in property taxes the first year of the project's assessment and over \$ 7 million over 20 years. The project will be among the largest taxpayers in Eastbrook and Osborn and will make significant contributions to Hancock County in annual county tax payments. Although it is not possible to specify the exact amount of taxes the project will pay in each of the taxing jurisdictions, it is estimated that year one taxes paid will be as

<sup>5</sup>

[https://www.memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?Command=Core\\_Download&EntryId=11634&language=en-US&PortalId=0&TabId=119](https://www.memun.org/DesktopModules/Bring2mind/DMX/Download.aspx?Command=Core_Download&EntryId=11634&language=en-US&PortalId=0&TabId=119) at pp. 7-10

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follows: \$354,654 to Eastbrook; \$82,677 to Osborn; and \$15,076 to Hancock County Unorganized Territory.<sup>6</sup>

The addition of significant new taxable value has the impact of reducing the mil rate in the host community. The extent to which the mil rate will be reduced is a function of, among other factors, each municipality's assessment methodology of the project, annual taxes for commitment, assessment ratios, and tax shifts resulting from the increased assessed value. It is therefore not possible to predict what precise impact the project's annual taxes will have on local property tax rates. Additionally, the impact on the mil rate will depend in part on whether the community elects to enter into a Tax Increment Financing (TIF) agreement. The project is currently exploring the possibility of a TIF agreement with Eastbrook officials.

#### 28.2.6 Employment and Supply Chain

Wind power projects represent significant investment opportunities in Maine during what has been an otherwise economically challenging period. The wind industry has invested \$1.8 billion of capital in Maine projects through 2017,<sup>7</sup> and data collected by the Maine Renewable Energy Association demonstrates that more than 700 Maine businesses have benefitted from wind energy development in the State.<sup>8</sup>

A significant portion of the Applicant's estimated \$145 million project cost will be spent on non-turbine supplies, engineering and construction-related activities, many of which can be provided by local or Maine-based businesses, contractors and suppliers. Research by Charles Colgan, PhD, at the Maine Center for Business and Economic Research at the University of Southern Maine ("Colgan Report"), estimates the direct in-state economic impacts of wind energy development and construction to be \$863,813 per MW of capacity installed. Of that total, \$681,813 is attributed to Maine-based goods, supplies and services. The remainder, \$182,000 per MW, is attributed to wages paid to Maine-based labor.<sup>9</sup>

If similar levels of in-state investment are achieved, the project will result in \$49 million of spending on Maine-based goods, supplies and services during the construction phase alone. The general contractor is expected to subcontract with local businesses for activities like concrete supply, civil and electrical work, and tree-clearing. The construction activity will provide an economic boost to ancillary businesses in the project area that support construction such as lodging, restaurants, and fuel stations. New income for local subcontractors, suppliers and workers will also be a source of "multiplier" spending in the region during construction.

Construction-related jobs are a major component of the project's potential economic benefits. In total, more than 1,000 Maine-based workers have worked on the Mars Hill, Stetson, Stetson II, Rollins, and Bull

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<sup>6</sup> The preceding financial information contains projections and forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond the Project's control, that could cause the actual results, performance, or achievements of the Project to differ materially from any future results, performances, or achievements expressed or implied by the financial information reported in this projection. The model is not, nor intended to be, an appraisal or guarantee of an assessed value, and there may be positive or negative variations in the actual assessment of the project due to variety of factors, including without limitation the employment of alternative methods of valuation. The financial information presented herein has not been audited or otherwise reviewed by the Project's external accounting firm.

<sup>7</sup> <http://awea.files.cms-plus.com/FileDownloads/pdfs/Maine>

<sup>8</sup> <http://www.windforme.org/economy.htm>

<sup>9</sup> *The Employment Impacts of Wind Power Development in Maine 2003>2010*; Charles Colgan, PhD; Maine Center for Business and Economic Research; University of Southern Maine

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Hill projects, which were developed by the Longroad team. The Applicant's project will hire locally whenever possible, providing construction, operations, and maintenance employment opportunities to residents in the area. Based on experience developing and constructing similar projects in Maine, development and construction of the proposed project is estimated to require the direct labor of approximately 135 full-time equivalent jobs. Based on the data in the Colgan report, cumulative wages paid in Maine for project labor is estimated to exceed \$13 million.

Following the construction phase, Longroad anticipates a staffing plan of four to six permanent employees to operate and maintain the facility, including on-site staff of the turbine manufacturer. Finally, Longroad directly and continuously employs 12 Maine-based employees at Maine offices to support ongoing development, project management and operations of both operating solar and wind projects around the United States.

The cumulative effect of the above impacts is enhanced economic stability for the local, regional, and statewide economy. Although the exact amounts of direct and indirect economic benefits of the project may be difficult to predict, the spending and investment associated with the development and construction of projects developed in Maine to date is evidence of the tangible economic benefits that can be expected from this project. To date, projects developed by the Longroad team resulted in \$150 million spend with more than 300 Maine-based businesses and employed over 1,000 workers to build five operating projects.

Exhibit 28-4 further demonstrates the breadth and geographical reach of Maine-based businesses that were engaged during the development and construction stages of a single project, Stetson Wind I. Contractors throughout the state from Fryeburg to Presque Isle, consultants with offices throughout the state, and local businesses in the Lincoln and Danforth area all benefited from these project expenditures. Notably, in addition to working on wind projects in Maine, a number of companies are leveraging their Maine experience and expertise to win and perform wind farm related contracts out of state, which is a significant achievement for this growing Maine industry.

#### **28.2.7 Sale of the Project Output and Ratepayer Benefits**

The project is estimated to provide an approximate average output of 228,800 MW hours per year. This estimated annual generation takes into account the wind conditions at the site, turbine capacity of 3.3 MW, turbine efficiency, turbine curtailment consistent with the most recent guidance from MDIFW (turbines to operate at cut-in speeds exceeding 6.0 meters per second during the period ½ hour before sunset until ½ hour after sunrise, April 15 - September 30 whenever ambient temperatures are at or above 32 degrees Fahrenheit), and assumes no grid operator curtailment.

The output of the project will be sold to a third party pursuant to a 10, 15 or 20-year power purchase agreement (PPA) with a utility and/or corporate entity. While Weaver Wind does not yet have an executed PPA, the project is priced to include 100% of the PTC and is among the lowest cost sources of new renewable energy supply in New England. The fact that the project has been qualified at 100% of the PTC means that ratepayers can realize a roughly \$40 million savings over a 15-year contract term when compared to a project that qualifies for 60% of the PTC. There is strong demand for low cost new renewable energy generation throughout the region through state sponsored clean energy policies and resulting utility Requests for Proposals (RFPs). The project responded to RFPs for 15 and 20 year contracts with the utilities in Connecticut and Rhode Island, and selection is expected in winter/spring of

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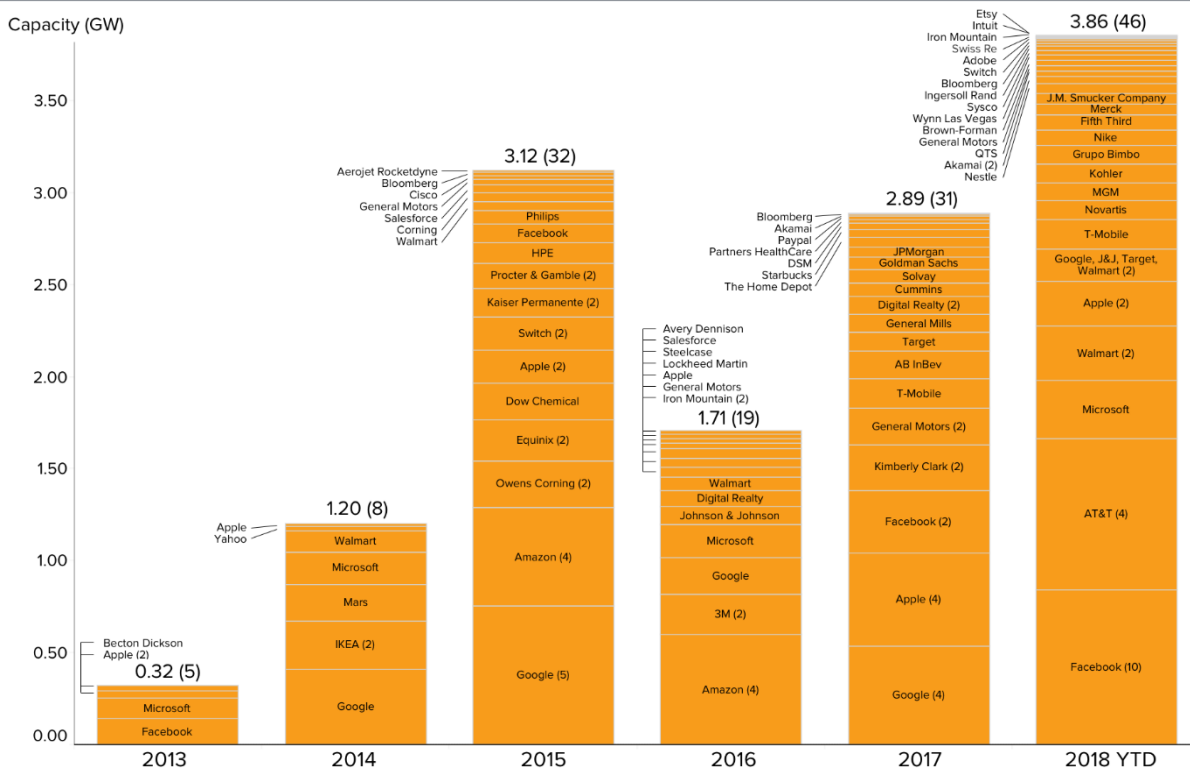
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2019. The Applicant also bid into the MPUC RFP.<sup>10</sup> The Applicant is also in discussions with several other municipal load aggregators and other potential power buyers.

In addition, corporations across the world are establishing sustainability goals and increasing their use of renewable energy. Major corporations such as In Bev, Google, Walmart, Facebook, Nestle/ Poland Springs and dozens of others are signing long term contracts with wind and solar projects to meet their renewable energy goals. Weaver Wind is in discussions with several PPA brokers who are showing the project to their corporate customers and it is expected that the project will be bid into several upcoming corporate PPA RFPs. The chart below contains a summary of companies completing long term renewable energy contracts and the volumes procured:



## Corporate Renewable Deals 2013 – 2018 YTD



As of August 6, 2018. Publicly announced contracted capacity of corporate Power Purchase Agreements, Green Power Purchases, Green Tariffs, and Outright Project Ownership in the US, 2013 – 2018 YTD. Excludes on-site generation (e.g., rooftop solar PV) and deals with operating plants. (#) indicates number of deals each year by individual companies. Copyright 2018 by Rocky Mountain Institute



It has not been determined yet whether the project's output will be sold to a utility, municipality, corporate entity or some combination thereof. Because there is both strong demand for new renewable energy supply in New England and project is competitively priced, the Applicant is particularly well-positioned to sell the project's output to a third party.

<sup>10</sup> <https://www.maine.gov/mpuc/electricity/rfps/longterm2018/index.shtml>



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The impact of the any single generation source on local electrical rates is a complex exercise that requires sophisticated modeling and assumptions about future operation of the electrical grid, existing and future generation in the region, energy prices and the impact of energy prices on utilization of existing and future generating facilities, the price paid for the project's output (whether through a long term PPA or merchant rates) and a myriad of other factors that affect electrical rates. As discussed above, the project is 100% PTC qualified and therefore extremely competitively priced. The project is expected to provide rate benefits to Maine ratepayers, including ratepayers in the host communities, based on the difference between the anticipated contract price and forecasted electricity and Renewable Energy Credit prices. While forecasts are uncertain over the long term, all credible forecasts show significant escalation in the prices for natural gas and electricity in the long run, particularly when further climate policies and environmental regulations for fossil generators are factored in. In addition, Maine wind projects' peak production is during the winter when natural gas prices and therefore electricity prices are at their highest. Since the Applicant will be contracted at a fixed price it will help mitigate these price spikes. Also, the effect on future electricity prices from potential greenhouse gas legislation, future tightening of the New England reserve margin due to nuclear and coal generation retirements, and the potential value of the project capacity, should further increase the net value of the project to ratepayers.

The London Economics Institute study done for the MPUC acknowledges the positive impact on electricity rates resulting from new wind power in Maine. Specifically, that report states:

*There are also other benefits of the region's RPS requirements, including the potential for emissions reductions, fuel diversification, fuel cost savings and -- through the addition of a large amount of low cost renewable resources like wind -- lower electricity prices as wind displaces existing higher cost generation. This benefit has particular relevance to Maine, where the increasing focus on wind and tides as fuels may allow Maine to increase its export of natural resources and thus help reduce the economic impact of Maine's energy imports.<sup>11</sup>*

While it is not possible to predict the precise impact of the project on local electricity rates, the project is expected to have an overall positive impact on regional electricity rates, including in the host communities.

### 28.3 ENVIRONMENTAL BENEFITS

Electricity generated from wind energy produces zero air or water pollution and displaces generation from more costly and polluting sources. Maine and the region have set aggressive greenhouse gas reduction goals to protect public health and quality of place. According to Mark Ishkanian, Board Member of the Maine Chapter of the American Lung Association, Maine has some of the nation's highest rates of asthma, and also a high proportion of elderly citizens – factors which make the population especially susceptible to air pollution.<sup>12</sup>

State and regional experts, including ISO NE, have concluded that Maine and the region cannot meet these greenhouse gas policy goals without significant additions of wind power and other renewable energy sources in Maine and elsewhere.

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<sup>11</sup> LEI Study at 18. The full report can be accessed at <https://www.maine.gov/energy/pdf/RPS%20MPUC%20Final%20Report.pdf>

<sup>12</sup> Kennebec Journal OpEd by Mark Ishkanian available at <https://www.nrcm.org/maine-environmental-news/pollution-free-power-sources-will-help-all-maine-breathe-easier/>

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A report prepared for ISO NE found that if 20 percent of New England's electricity were supplied by wind, it would reduce the region's electricity-related CO<sub>2</sub> emissions by 25 percent, sulfur dioxide (SO<sub>x</sub>) by 6 percent, and nitrogen oxide (NO<sub>x</sub>) by 26 percent.<sup>13</sup> In 2015, Sustainable Energy Advantage, LLC (SEA) did an analysis that quantified the significant emission reduction benefits of operating and proposed wind projects in Maine.<sup>14</sup> That report estimated that in 2013, Maine projects with a total installed capacity of 431 MW resulted in annual emission reductions of 490,000 tons of CO<sub>2</sub>, 201 tons of SO<sub>x</sub> and 123 tons of NO<sub>x</sub>. SEA predicted that in 2020, annual emission reductions would increase to 2 – 2.2 million tons of CO<sub>2</sub>, 90-97 tons of SO<sub>x</sub>, and 355-382 tons of NO<sub>x</sub>.<sup>15</sup> Note that these are conservative estimates that take into account the expected capacity factor of the projects, the existing fuel mix in the region, as well as any increased emissions associated with increase in fossil fuel power plant cycling required to integrate variable generation. Based on the USEPA's Avoided Emissions and generation Tool (AVERT), which evaluates how energy efficiency (EE) and renewable energy (RE) policies and programs displace particulate matter (PM<sub>2.5</sub>), nitrogen oxides (NO<sub>x</sub>), sulfur dioxide (SO<sub>2</sub>), and carbon dioxide (CO<sub>2</sub>) emissions from electric power plants at a county, state, or regional level, using typical capacity factors the Applicant's project is expected to result in annual emission reductions of up to 2,429 tons of emitted CO<sub>2</sub>, 0.62 tons of NO<sub>x</sub> and 1.5 tons of SO<sub>x</sub>. Installations of projects like the Applicant's project will facilitate fossil fuel emission reductions.

## **28.4 TANGIBLE BENEFIT REPORTING**

No later than 60 days after the first December 31 following commencement of commercial operation (denoted as Year 1 of operation), the Applicant will report on the tangible benefits realized from the construction of the project and provide documentation of the project's community benefits packages and any payments made pursuant to such packages at the time of reporting. Biannually thereafter (*i.e.*, no later than 60 days following December 31 of Years 3, 5, 7, 9, 11, 13, 15, 17, and 19 of operation), the Applicant will submit information on the tangible benefits realized from the operation and maintenance of the project including, but not limited to, reporting on payments made in connection with the community benefits package requirements set forth in 35-A M.R.S.A. § 3454.

## **28.5 CONCLUSION**

The "environmental or economic improvements attributable to the construction, operation and maintenance of the Applicant's project" constitute a significant tangible benefit under the Wind Power Act. The collective impact of the construction-related employment, local purchase of materials, employment in operations and maintenance, annual property taxes, contributions to Airline Riders ATV Club, Lower Lead Mountain Pond Camp Association, and community benefits described above, provide significant tangible benefits to the State of Maine, Hancock County, and Osborn, and Eastbrook.

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<sup>13</sup> [https://www.iso-ne.com/static-assets/documents/committees/comm\\_wkgrps/prtcpnts\\_comm/pac/reports/2010/newis\\_report.pdf](https://www.iso-ne.com/static-assets/documents/committees/comm_wkgrps/prtcpnts_comm/pac/reports/2010/newis_report.pdf) at 26.

<sup>14</sup> <https://www.windforme.org/pubs/Emissions-Report-2015.pdf>

<sup>15</sup> <https://www.windforme.org/pubs/Emissions-Report-2015.pdf>. at 8. Note that SEA assumed an installed capacity of 1782 MW of wind power in Maine by 2020, which is not likely to occur, so the predicted annual emission reductions would be less than predicted in the 2015 report.

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**Exhibit 28-1**

Osborn and Eastbrook Community Benefit Agreements



**COMMUNITY BENEFIT AGREEMENT**

2<sup>nd</sup> This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this day of May, 2015 by and between the Town of Osborn, Maine, a body corporate and politic in the State Maine (the "Town") with a mailing address of P.O. Box 59, Aurora ME 04408, and Weaver Wind, LLC, a Delaware limited liability company qualified to do business in Maine ("SunEdison") with an address at c/o SunEdison Utility Holdings, Inc., 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. Town and SunEdison are referred to herein each as "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, SunEdison is seeking the requisite local, state and federal permits, licenses and approvals (collectively, "Permits") to construct a commercial grid-scale wind energy project (the "Project"), to be located in the Town of Osborn, and the Town of Eastbrook, both in Hancock County, Maine and the unorganized territory of Hancock County;

WHEREAS, pursuant to 35-A M.R.S.A. Section 3451 et seq. (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by the Maine Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide "tangible benefits" associated with or resulting from the Project;

WHEREAS, "tangible benefits" as defined by the Maine Statute may include a community benefits package which may be satisfied, among other things, by a community benefit agreement between the Town and SunEdison that provides for payments to the Town as a "host community," as defined by the Maine Statute (by virtue of locating certain of the generating facilities within the Town), to be utilized for public purposes, including, but not limited to, for property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs;

WHEREAS, SunEdison has determined it to be appropriate, and has voluntarily agreed, to provide an Annual Contribution (as hereinafter defined) to the Town for a term of years described herein, in partial satisfaction of the "tangible benefits" requirement under the Maine Statute;

WHEREAS, the Town has agreed that it will use the Annual Contribution to provide local property tax relief as described below and further to provide services or facilities that will contribute to the general well-being of the Town;

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on the Town's review of any application of SunEdison for any Permit or any other decision the Town may have occasion to make relative to the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Benefit Annual Contribution; Timing of Payments; Obligation

(a) One-Time Payment: SunEdison shall make a one-time payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the Town ("One-Time Payment"). The One-Time Payment shall be made within one hundred and eighty (180) days following the date the Project reaches Commercial Operation, as defined below, and shall be used by the Town for municipal services or infrastructure to advance public safety.

(b) Energy Conservation Fund: SunEdison shall make a one-time payment of Five Hundred Thousand Dollars (\$500,000.00) to establish an energy conservation fund ("Energy Conservation Fund") that will provide financial assistance to Town property owners to pursue energy reduction or energy efficiency projects. SunEdison shall fund the Energy Conservation Fund within one hundred and eighty (180) days following the date the Project reaches Commercial Operation. The Energy Conservation Fund shall be administered by the Town's Board of Selectmen as set forth in Appendix A attached hereto and incorporated in its entirety in the Agreement.

(c) Annual Contribution Payments: SunEdison shall make Twenty (20) payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the Town in an amount equal to One Thousand Two Hundred Twelve Dollars (\$1,212.00) per Megawatt ("MW") of actual installed nameplate generating capacity of that portion of the Project located in the Town on the date the Project reaches Commercial Operation. The first Annual Contribution will be made within one hundred and eighty (180) days following the date the Project reaches Commercial Operation. The remaining Annual Contributions (2-20) will be made annually thereafter, on the anniversary of the Commercial Operation date.

(d) Commercial Operation: The date of Commercial Operation shall mean the date certain set forth in a notice to the transmission owner and the system operator in accordance with and pursuant to the interconnection agreement. SunEdison shall provide to the Town a copy of such written notice, when issued by SunEdison.

(e) Obligation: Upon notice to the Town of the date of Commercial Operation, SunEdison becomes automatically obligated to the Town for the Annual Contributions as described herein. For the avoidance of doubt, SunEdison shall not have any obligations under this Section 1 unless and until the Project reaches Commercial Operation.

2. Use of Annual Contribution: Reporting Requirements

(a) As a condition of the Town's receipt of the Annual Contributions under this Agreement, the Town agrees to use each of the Annual Contributions for public purposes, including, but not limited to, property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs (the "Approved uses").

(b) In the event that any of the use of the Annual Contributions by the Town, as described in subsection (a) above or otherwise, is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure of Town funds under the Maine Statute or otherwise, the full amount of the Annual Contributions shall be used by the Town in accordance with such court order or other applicable laws or regulations then in place.

3. Term; Assignments and Transfers

This Agreement shall terminate on the earliest to occur of (i) the date the Town has received twenty (20) contributions comprising the Annual Contributions or (ii) the date that SunEdison gives notice to the Town of SunEdison's intent to decommission the Project (the "Decommissioning Notice").

Prior to the sale by SunEdison of all or substantially all of the assets of the Project, SunEdison shall take all necessary steps to assure that its obligations under this Agreement are assumed by any purchaser of the assets of the Project.

4. SunEdison Representations and Warranties.

SunEdison makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) SunEdison is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of Maine.

(b) SunEdison has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. SunEdison is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of SunEdison, enforceable in accordance with its terms except as may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

5. Town Representations and Warranties.

The Town makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) The Town validly exists as a political subdivision in good standing under the laws of the State of Maine
- (b) The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms.
- (c) SunEdison's payments under this Agreement shall not influence or have any bearing whatsoever upon the Town's determination with respect to any application for any Permit or other request for a decision from the Town made by SunEdison.

6. Entire Agreement

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

7. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

9. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage



prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

If to SunEdison:

Weaver Wind, LLC  
c/o SunEdisonUtility Holdings, Inc.  
179 Lincoln Street, Suite 500  
Boston, MA 02111  
Attention: General Counsel, North America Utility and Global Wind  
Facsimile: (617) 960-2889

With a copy to:  
Kelly Boden, Esq.  
Verrill Dana LLP  
One Portland Square  
Portland, Maine 04112-0586

If to the Town:

Town of Osborn  
P.O. Box 59  
Aurora, ME 04408

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

10. Miscellaneous

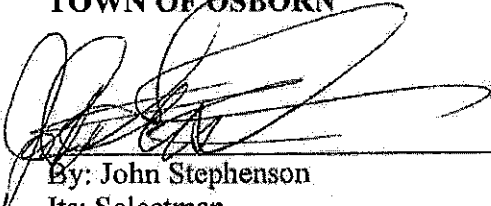
- (a) **Exercise of Rights and Waiver.** The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.
- (b) **Severability.** In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- (c) **Headings and Construction.** The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that

this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

- (d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

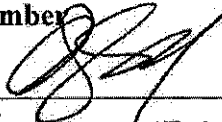
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above.

**TOWN OF OSBORN**

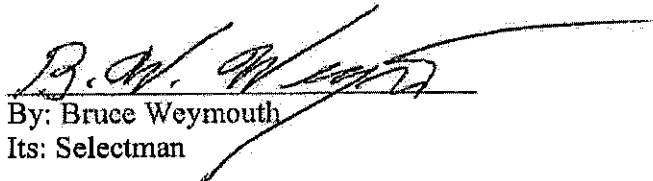
  
\_\_\_\_\_  
By: John Stephenson  
Its: Selectman

**WEAVER WIND, LLC**

By Maine Wind Holdings, LLC, its member

  
\_\_\_\_\_  
By: ARTHUR J. SNELL  
Its: ASSISTANT SECRETARY

\_\_\_\_\_  
By: Beverly Reed  
Its: Selectman

  
\_\_\_\_\_  
By: Bruce Weymouth  
Its: Selectman

## APPENDIX A

## TOWN OF OSBORN ENERGY CONSERVATION FUND

- The Town of Osborn's Board of Selectmen will administrator the Energy Conservation Fund (the "Fund").
- Eligible Applicant: Eligible Applicants include property owners in the Town of Osborn at the time of creation of the Fund who are planning Eligible Projects as defined below.
- Eligible Project: Eligible Projects include energy reduction or energy efficiency projects, including but not limited to alternative fuel installations, energy assessments, solar energy projects, high efficiency boiler or furnace installations and weatherization projects.
- Grants are limited to \$4,000 per parcel of property in the Town of Osborn (this limit is based on the number of parcels at the time of the creation of Fund and the Board of Selectmen shall have the authority to adjust the limit).
- All Eligible Applicants must submit a written application to the Board of Selectmen including the following items prior to the fifth (5<sup>th</sup>) anniversary of the date the monies are deposited into the Fund:
  - Name and address of the applicant.
  - Address and parcel identification of the property on which the Eligible Project will be undertaken.
  - Description of the Eligible Project.
  - Anticipated cost of the Eligible Project.
  - Identification of sources of information about the Eligible Project including contractors, engineers, etc.
  - An acknowledgement that the Eligible Applicant must submit receipts showing the Eligible Project cost at least as much as the grant amount.
  - Signature and date of the Eligible Applicant.
  - Any other information the Board of Selectmen reasonably requests.
- The Board of Selectmen must evaluate whether the applications meet the definition of Eligible Applicant and Eligible Project before voting to make an award from the fund. When the Board of Selectmen votes to make an award from the Fund, it shall write a letter to the Eligible Applicant informing them of the grant award, including the amount of the grant.
- If there is remaining money in the Fund following all awards to Eligible Applicants for Eligible Projects with applications submitted prior to the fifth anniversary of the date the monies are deposited into the Fund, then such remaining money shall be used for a project or a series of projects aimed at reducing energy costs in the Town of Osborn.
- As mentioned previously, any Eligible Applicant who receives a grant must submit receipts or other satisfactory written evidence to the Board of Selectmen showing how the money was spent on the Eligible Project.



## COMMUNITY BENEFIT AGREEMENT

This COMMUNITY BENEFIT AGREEMENT (the "Agreement") is made this 5<sup>th</sup> day of October, 2015 by and between the Town of Eastbrook, Maine, a body corporate and politic in the State Maine (the "Town") with a mailing address of 959 Eastbrook Road, Eastbrook, Maine, and Weaver Wind, LLC (the "Company"), a Delaware limited liability company qualified to do business in Maine. The Town and the Company are referred to herein each as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, the Company is seeking the requisite local, state and federal permits, licenses and approvals (collectively, the "Permits") to construct a commercial grid-scale wind energy project (the "Project"), to be located in the Town of Eastbrook and the Town of Osborn, Maine;

WHEREAS, pursuant to 35-A M.R.S. § 3451 *et seq.* (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by the Maine Department of Environmental Protection (the "DEP") requires, among other approval standards, that the Project provide significant "tangible benefits" to the area in which the Project will be located in the form of a community benefits package;

WHEREAS, "tangible benefits" as defined by the Maine Statute, may include a community benefit agreement between the Town and the Company that provides for payments to the Town to be utilized for public purposes, including, but not limited to, for property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs;

WHEREAS, the Company has determined it to be appropriate, and has voluntarily agreed, to provide an Annual Contribution (as hereinafter defined) to the Town for a term of years described herein, such Annual Contribution to fit the meaning of "tangible benefits" under the Maine Statute;

WHEREAS, the Town has agreed that it will use the Annual Contribution to provide services or facilities that will contribute to the general well-being of the Town; and

WHEREAS, the Parties agree and acknowledge that the Annual Contribution shall not influence or have any bearing whatsoever on the Town's review of any application of the Company for any Permit or any other decision the Town may have occasion to make relative to the Project.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Community Benefit Annual Contribution; Timing of Payments; Obligation

(a) Annual Contribution Payments: The Company shall make Twenty (20) annual payments (each an "Annual Contribution" and collectively, the "Annual Contributions") to the Town in an amount equal to Five Thousand Six Hundred and Eighty Two Dollars (\$5,682) per megawatt of actual installed generating capacity of the Project located within the Town of Eastbrook and specifically located within the "Company Tract" of the Town of Eastbrook Weaver Wind Power Municipal Development and Tax Increment Financing District. Payment 1 will be made on the date one hundred eighty (180) days following the date the Project reaches Commercial Operation, as defined below. Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date. Notwithstanding anything to the contrary contained herein, the Company's obligations hereunder, including but not limited to the obligation to make the Annual Contributions, are conditioned on the Company receiving a DEP permit authorizing the Company to build and operate the Project.

(b) Commercial Operation: For the purposes of this Agreement, "Commercial Operation" shall mean the date certain set forth in a notice to Bangor Hydro Electric Company and/or its successor or assign, the transmission owner, and ISO New England Inc. and/or its successor or assign, the system operator, in accordance with and pursuant to an interconnection agreement to be executed by and among the Company and such parties. The Company shall provide to the Town a copy of such written notice, upon issuance by the Company.

(c) Obligation: Upon notice to the Town of the date of Commercial Operation, the Company becomes automatically obligated to the Town for contributions 1 through 20 as described herein.

2. Use of Annual Contribution

(a) As a condition of the Town's receipt of the Annual Contributions under this Agreement, the Town agrees to use each Annual Contribution for public purposes, including, but not limited to, for property tax reductions, economic development projects, land and natural resource conservation, tourism promotion or reduction of energy costs (the "Approved Uses").

(b) In the event that any use of the Annual Contributions by the Town, as described in subsection (a) above or otherwise, is declared by a court of competent jurisdiction to constitute an improper or unauthorized expenditure of Town funds under the Maine Statute or otherwise, the full amount of the Annual Contributions shall be used by the Town in accordance with such court order or other applicable laws or regulations then in place.

3. Term; Assignments and Transfers

(a) This Agreement shall terminate on the earliest to occur of (i) the date the Town has received each of the twenty (20) contributions comprising the Annual Contribution or (ii) the date that the Company gives notice to the Town of the Company's intent to decommission the Project (the "Decommissioning Notice"). Notwithstanding the foregoing, if the Company has not completed the decommissioning of the Project within twelve (12) months of delivery of the Decommissioning Notice, then the Company shall pay to the Town an amount equal to fifty percent (50%) of the last applicable Annual Contribution on the January 31 immediately following the end of such 12 month period, and on each succeeding January 31 until the date that the Company has given notice to the Town that it has complied with the requirements of the Natural Resource Protection Act and Site Location of Development permit issued by the DEP relating to decommissioning of the Project.

(b) Prior to any sale or transfer of the Project or of a controlling interest in the Project, the Company shall take all necessary steps to assure that its obligations under this Agreement are assumed by, binding upon and enforceable against any successors, assigns, transferees or purchasers of the Company or of the Project. Unless expressly released by the Town in writing, the Company shall remain obligated to the Town for payment of all amounts to be paid to the Town under this Agreement, if not paid in full by such successors, assigns, transferees or purchasers when due.

4. Company Representations and Warranties

The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of Maine.

(b) The Company has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.

5. Town Representations and Warranties

The Town makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Town validly exists as a political subdivision in good standing under the laws of the State of Maine

(b) The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms.

(c) The Company's payments to the Town under this Agreement shall not influence or have any bearing whatsoever upon the Town's determination with respect to any application for any Permit or other request for a decision from the Town made by the Company.

6. Entire Agreement

The entire Agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

7. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

9. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:



If to the Company:

Weaver Wind, LLC  
c/o SunEdison  
179 Lincoln Street, Suite 500  
Boston, MA 02111  
Attention: Secretary  
Facsimile: (617) 964-3342

If to the Town:

Town Clerk  
Eastbrook Town Offices  
959 Eastbrook Road  
Eastbrook, Maine 04634

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

10. Miscellaneous

(a) Exercise of Rights and Waiver: The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

(b) Severability: In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

(c) Headings and Construction: The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

(d) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11. Indemnification

As a further condition of this Agreement, the Town agrees to indemnify the Company for any legal expenses incurred by the Company as a result of legal challenges by any person other than the Company or the Company's successors or assigns to the validity or administration of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above.

**TOWN OF EASTBROOK**

**WEAVER WIND, LLC**

By: Maine Wind Holdings, LLC, its member

By: Julie A. Curtis  
Name: Julie A. Curtis  
Town Selectman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Manager

By: Richard Palmer  
Name: Richard Palmer  
Town Selectman

By: Larry Hardison  
Name: Larry Hardison  
Town Selectman

**Weaver Wind Project**

MDEP Site Location of Development/NRPA Combined Application

**SECTION 28: TANGIBLE BENEFITS**

**Exhibit 28-2**

Airline Riders Agreement



## TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 18 day of December, 2014 by and between the Airline Riders, a Maine, non-profit corporation ("Airline Riders"), with a mailing address of 3752 Airline Road, Beddington, ME 04622, and Weaver Wind, LLC, a Delaware limited liability company qualified to do business in Maine ("First Wind") with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. Airline Riders and First Wind are referred to herein each as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, First Wind is seeking the requisite local, state and federal permits, licenses and approvals (collectively, "Permits") to construct a commercial grid-scale wind energy project (the "Project"), to be located in the Town of Eastbrook, Hancock County, Maine and the unorganized territory of Hancock County;

WHEREAS, pursuant to 35-A M.R.S.A. Section 3451 et seq. (the "Maine Statute"), approval of the expedited wind energy development permit for the Project by the Maine Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide "tangible benefits" associated with or resulting from the Project;

WHEREAS, "tangible benefits" as defined by the Maine Statute means environmental or economic improvements or benefits to Maine residents;

WHEREAS, First Wind has determined it to be appropriate, and has voluntarily agreed, to provide an Annual Donation (as hereinafter defined) to the Airline Riders for a term of years described herein, in partial satisfaction of the "tangible benefits" requirement under the Maine Statute;

WHEREAS, the Airline Riders has agreed that it will use each Annual Donation to further land or natural resource conservation in the State of Maine;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Annual Donations; Timing of Payments

(a) *Annual Donation Payments*: First Wind shall make Twenty (20) annual payments to Airline Riders in an amount equal to Ten Thousand Dollars (\$10,000) (each an "Annual Donation" and collectively the "Annual Donations"). Payment 1 will be made within one hundred and eight (180) days of the date the Project reaches Commercial Operation (as defined below). Payments 2-20 will be made annually thereafter, on the anniversary of the Commercial Operation date. Notwithstanding anything to the contrary herein, First Wind's obligations hereunder, including but not

limited to the obligation to make the Annual Donations, are conditioned upon (i) the approval of the DEP permit application for the Project, filed on or about, December 22, 2014, (ii) the achievement of Commercial Operation and (iii) the satisfaction of the conditions described in Section 2(a) hereof.

(b) *Commercial Operation*: The date of Commercial Operation shall mean the date certain set forth in a notice from First Wind to the transmission owner and the system operator in accordance with and pursuant to the interconnection agreement for the Project notifying such persons that the Project shall have achieved commercial operations ("Commercial Operation"). First Wind shall provide to Airline Riders a copy of such written notice after it is issued by First Wind.

## 2. Use of Annual Contribution; Reporting Requirements

(a) First Wind's obligation to make, and Airline Riders' entitlement to receive, the Annual Donations under this Agreement shall be conditioned upon Airline Riders' use of the full amount of each Annual Donation to maintain trails, repair trail bridges and perform stormwater management activities for which Airline Riders is responsible, all of which are to occur exclusively within the State of Maine (the "Approved Uses").

(b) Upon request by First Wind, Airline Riders shall provide First Wind with evidence that the full amount of each Annual Donation has been used on Approved Uses.

## 3. Term; Assignments and Transfers

(a) This Agreement shall terminate on the earliest to occur of (i) the date Airline Riders has received twenty (20) Annual Donations, (ii) the date that First Wind gives notice to Airline Riders of First Wind's intent to decommission the Project (the "Decommissioning Notice"), (iii) the date Airline Riders ceases to exist as an entity, (iv) the date Airline Riders cannot find sufficient Approved Uses for an Annual Donation pursuant to this Agreement or fails to satisfy the condition set forth in Section 2(a) hereof and (v) the date Airline Riders fails to fulfill its obligation with respect to Section 2(b) hereof.

(b) Prior to any sale of all or substantially all of the assets of the Project, First Wind, shall take all necessary steps to assure that its obligations under this Agreement are assumed by any purchasers of the Project.

## 4. First Wind Representations and Warranties.

First Wind makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) First Wind is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of Maine.

- (b) First Wind has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. First Wind is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of First Wind, enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

5. Airline Riders Representations and Warranties.

Airline Riders make the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) Airline Riders validly exists as a non-profit corporation in good standing under the laws of the State of Maine.
- (b) Airline Riders has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Airline Riders has duly authorized the execution and delivery of this Agreement and Airline Riders performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of Airline Riders, enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

6. Entire Agreement

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein. .

7. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

9. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

If to First Wind:

Weaver Wind, LLC  
c/o First Wind Energy, LLC  
179 Lincoln Street, Suite 500  
Boston, MA 02111  
Attention: Secretary  
Facsimile: (617) 964-3342

With a copy to:  
Kelly Boden, Esq.  
Verrill Dana LLP  
One Portland Square  
Portland, ME 04112-0586

If to Airline Riders:

Frank and MaryAnn Janusz  
3752 Airline Road  
Beddington, ME 04622

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

10. Miscellaneous

- (a) Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.
- (b) Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

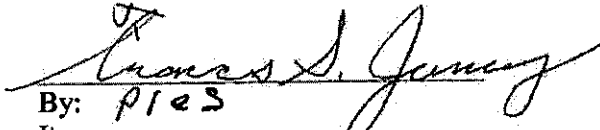


- (c) **Headings and Construction.** The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.
- (d) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

*Signatures on the following page.*

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above.

**AIRLINE RIDERS**

  
By: PIES  
Its:  
FRANCIS S JANUSZ

**WEAVER WIND, LLC**  
By Maine Wind Holdings, LLC, its  
member

  
By: Imraan Mir  
Its: Assistant Secretary

**Weaver Wind Project**

MDEP Site Location of Development/NRPA Combined Application

**SECTION 28: TANGIBLE BENEFITS**

**Exhibit 28-3**

Lower Lead Mountain Pond Agreement



## TANGIBLE BENEFIT AGREEMENT

This TANGIBLE BENEFIT AGREEMENT (the "Agreement") is made this 18 day of December, 2014 by and between the Lower Lead Mountain Pond Owners Association, a Maine non-profit corporation ("LLMP Association") with a mailing address of 20 Atlantic Ave., Bar Harbor, ME 04609, and Weaver Wind, LLC, a Delaware limited liability company qualified to do business in Maine ("First Wind") with an address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111. LLMP and First Wind are referred to herein each as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, First Wind is seeking the requisite local, state and federal permits, licenses and approvals (collectively, "Permits") to construct a commercial grid-scale wind energy project (the "Weaver Project"), to be located in the Town of Eastbrook, Hancock County, Maine and the unorganized territory of Hancock County;

WHEREAS, pursuant to 35-A M.R.S.A. Section 3451 et seq. (the "Maine Statute"), approval of the expedited wind energy development permit for the Weaver Project by the Maine Department of Environmental Protection ("DEP") requires, among other approval standards, that the Project provide "tangible benefits" associated with or resulting from the Project;

WHEREAS, "tangible benefits" as defined by the Maine Statute may include any donations for land and natural resource conservation;

WHEREAS, the LLMP Association is required to rehabilitate the Lower Lead Mountain Pond Dam ("LLMP dam") located in T28MD, Hancock County, Maine, pursuant to a Notice of Violation issued by the Land Use Planning Commission ("LUPC").

WHEREAS, First Wind has determined it to be appropriate, and, subject to the satisfaction of the conditions set forth herein, has voluntarily agreed, to provide a one-time donation (the "Donation") of Two Hundred Thirty Thousand dollars (\$230,000) to the LLMP Association to assist with reconstruction of the existing LLMP dam and to provide fish passage for resident and migratory species (the "Dam Reconstruction Project").

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### I. Dam Reconstruction

The LLMP Association agrees to the following requirements:

(a) The LLMP Association shall obtain all necessary permits and authorizations for the Dam Reconstruction Project;

- (b) The Dam Reconstruction Project shall include a mechanism for fish passage;
- (c) The LLMP Association shall have obtained and have available any and all additional funds necessary to permit and construct the Dam Reconstruction Project;
- (d) The LLMP Association shall arrange and engage a qualified and experienced general contractor to complete the Dam Reconstruction Project for a total cost (including adequate contingency) not exceeding the amount of the Donation and the amounts available pursuant to clause (b) above; and
- (e) Once completed, the LLMP Association shall maintain the dam in accordance with any engineering specifications, permit conditions and applicable law.

## 2. Payment of One-Time Donation

First Wind shall release the Donation to the LLMP Association upon demonstration to First Wind's satisfaction that the LLMP Association has met each of the conditions set forth in Section 1(a-d) and issuance of the full notice to proceed for the Dam Reconstruction Project by the LLMP Association to the contractor described in Section 1(d) above. For the avoidance of doubt, First Wind shall not have any obligation under this Agreement or with respect to the LLMP dam other than those described in this Section 2 and in Section 3(b) below.

## 3. Term; Assignments and Transfers

(a) This Agreement shall terminate in the event the LLMP Association shall not have demonstrated to First Wind's satisfaction that it has met each of the conditions set forth in Section 1(a-c) and issued the full notice to proceed with the Dam Reconstruction Project to the contractor described in Section 1(c) above within five (5) years of the date First Wind receives its DEP permit for the Weaver Project.

(b) Prior to any sale of all or substantially all of the assets of the Project, First Wind, shall take all necessary steps to assure that its obligations under this Agreement are assumed by any purchasers of the Project.

## 4. First Wind Representations and Warranties.

First Wind makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) First Wind is a limited liability company organized under the laws of the State of Delaware and is qualified to do business in the State of Maine.
- (b) First Wind has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. First Wind is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations

contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of First Wind, enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

5. LLMP Representations and Warranties.

The LLMP Association makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) The LLMP Association validly exists as a non-profit corporation in good standing under the laws of the State of Maine.
- (b) The LLMP Association has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The LLMP Association's has duly authorized the execution and delivery of this Agreement and the LLMP Association's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the LLMP Association, enforceable in accordance with its terms except as such enforceability may be affected by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and the application of general principles of equity.

6. Entire Agreement

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements not incorporated herein.

7. Modification

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

9. Notices

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the

parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission to the parties at the facsimile numbers listed below:

If to First Wind:

Weaver Wind, LLC  
c/o First Wind Energy, LLC  
179 Lincoln Street, Suite 500  
Boston, MA 02111  
Attention: Secretary  
Facsimile: (617) 964-3342

With a copy to:  
Kelly Boden, Esq.  
Verrill Dana LLP  
One Portland Square  
Portland, ME 04112-0586

If to the LLMP Association:

Lower Lead Mountain Pond Owners Association  
c/o John Reeves, Treasurer  
20 Atlantic Avenue  
Bar Harbor, ME 04609

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

10. Miscellaneous

- (a) Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.
- (b) Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- (c) Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of



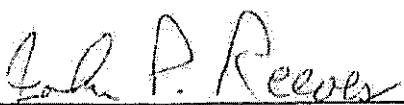
neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

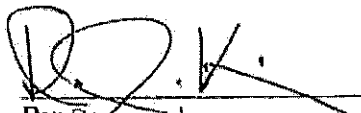
- (d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

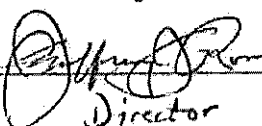
*Signatures on the following page.*

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above.

**LLMP ASSOCIATION**

  
By: \_\_\_\_\_  
Its: TREASURER

  
By: Dennis King  
Its: Secretary

  
By: \_\_\_\_\_  
Its: Director

**WEAVER WIND, LLC**  
By **Maine Wind Holdings, LLC**, its  
member

  
By: Imraan Mir  
Its: Assistant Secretary

**Weaver Wind Project**

MDEP Site Location of Development/NRPA Combined Application

**SECTION 28: TANGIBLE BENEFITS**

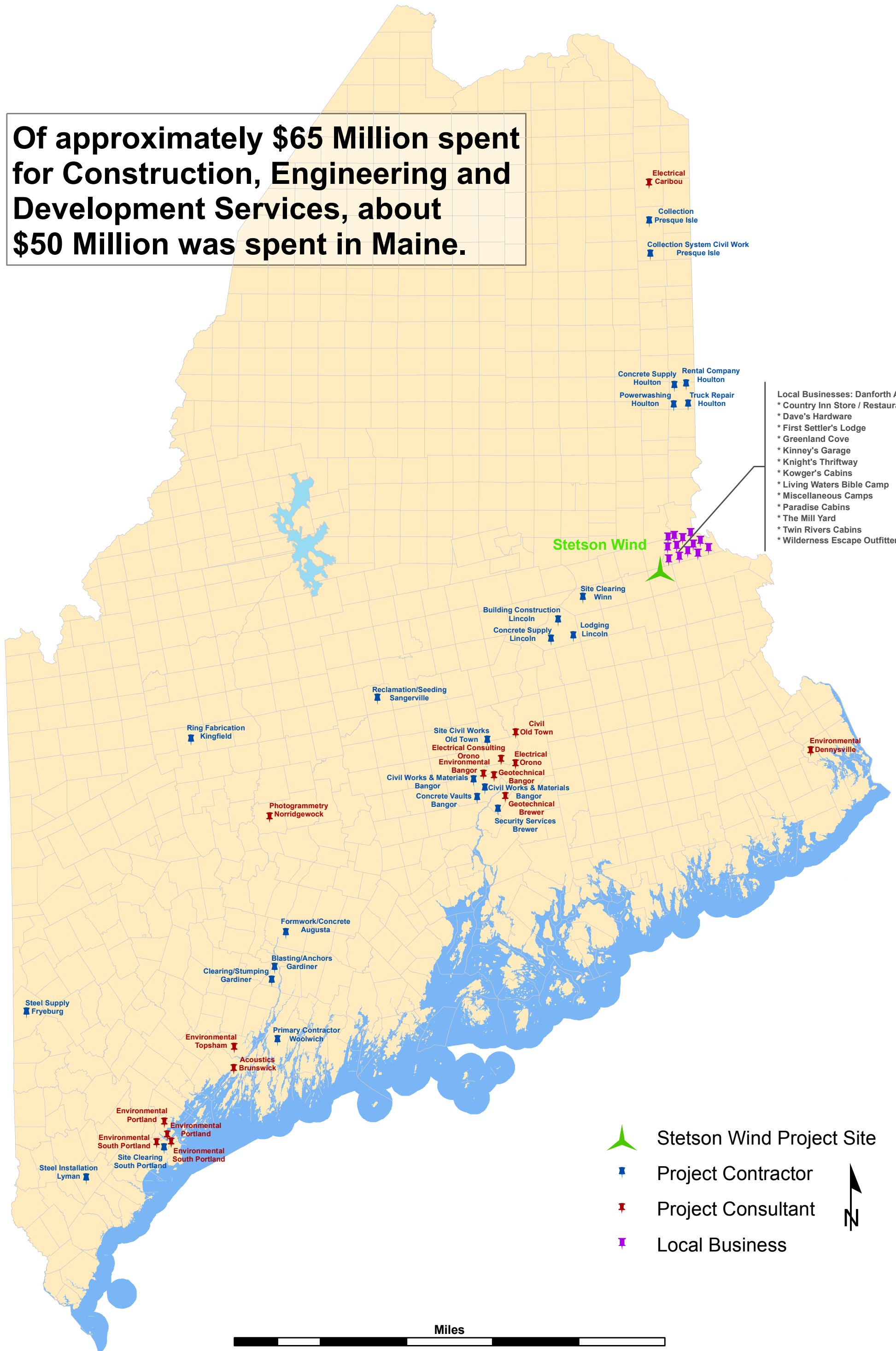
**Exhibit 28-4**

Business Benefits of the Stetson Wind Project



# Maine Businesses Benefitting from Stetson Wind

Of approximately \$65 Million spent for Construction, Engineering and Development Services, about \$50 Million was spent in Maine.



- Local Businesses: Danforth Area
- \* Country Inn Store / Restaurant
  - \* Dave's Hardware
  - \* First Settler's Lodge
  - \* Greenland Cove
  - \* Kinney's Garage
  - \* Knight's Thriftway
  - \* Kowger's Cabins
  - \* Living Waters Bible Camp
  - \* Miscellaneous Camps
  - \* Paradise Cabins
  - \* The Mill Yard
  - \* Twin Rivers Cabins
  - \* Wilderness Escape Outfitters

-  Stetson Wind Project Site
-  Project Contractor
-  Project Consultant
-  Local Business

