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MEMORANDUM

(*ALSO ADMITTED IN N.Y.)

To: City Councilors
From: William F. Ellis, Esq. *WFE*
Date: November 28, 2011
Re: Georgia Mountain Community Wind, LLC

On September 27, 2010, the Burlington City Council passed a resolution approving an Energy, Capacity, REC and Ancillary Services Sale and Purchase Agreement ("Agreement") between Burlington Electric Department ("BED") and Georgia Mountain Community Wind, LLC ("GMCW"), pursuant to which BED is to purchase 100% of the output of a planned wind generating facility to be built in Milton and Georgia, Vermont. The Agreement required GMCW to commence construction of the facility by July 1, 2012, and to achieve "Commercial Operations" by December 31, 2012. GMCW requires additional time to achieve these milestones, and BED is agreeable to a one-year extension of both dates.

On November 9, 2011, the Burlington Board of Electric Commissioners ("BEC") approved an amendment to the Agreement to extend the date for commencing construction to July 1, 2013, and achieving Commercial Operations to December 31, 2013. Pursuant to the City Council Resolution regarding Reorganization of the Governance of the City adopted November 19, 2001, the vote of the BEC is considered full authority to amend the Agreement unless the City Council votes to veto the BEC's vote. BED requests that the City Council accept the communication from the Temporary Clerk of the BEC and place the communication on file. BED will thereafter execute the amendment to the Agreement.

WFE/

cc: Kenneth A. Nolan

BURLINGTON



DEPARTMENT

585 Pine Street • Burlington, Vermont 05401-4891
802/658-0300 • 802/865-7386 (TTY/Voice) • Fax: 802/865-7400

William J. Keogh, Council President:

Pursuant to the City Council Resolution regarding Reorganization of the Governance of the City, adopted November 19, 2001, we are reporting to you that at its regular meeting on November 9, 2011, the Board of Electric Commissioners ("BEC") authorized an amendment (attached) to BED's Energy, Capacity, REC and Ancillary Services Agreement with Georgia Mountain Community Wind, LLC ("Agreement"), to extend by one year the dates by which the project is to commence constructions and to achieve commercial operations. As the foregoing Resolution provides, such authorization by the BEC shall be considered full authority to amend the Agreement unless the BEC's actions are vetoed by vote of a majority of the City Council passed within thirty days of the BEC's action.

Please let us know if you need anything further in this regard.

Attest:

Laura Babcock, Temporary Clerk



**Amendment 1 to the Energy, Capacity, REC and Ancillary Services
Sale and Purchase Agreement Between Georgia Mountain Community Wind, LLC,
and City of Burlington, Vermont Electric Department**

This Amendment 1 (the "Amendment") amends the October 13, 2010 Energy, Capacity, REC, and Ancillary Services Sale and Purchase Agreement (the "Agreement") by and between Georgia Mountain Community Wind, LLC (the "Producer"), and City of Burlington, Vermont (the "Purchaser").

Article III, Section 3.3 shall be amended to extend the dates one (1) year for commencement of construction of the Facility to July 1, 2013 and Commercial Operations to on or before December 31, 2013 and shall be as follows:

"3.3 Notwithstanding the requirement of Article 3.2(c), if construction of the Facility has not commenced by July 1, 2013 if the Facility does not achieve Commercial Operations on or before December 31, 2013 or the Governmental Approvals required by Article 3.2(b) have not been obtained by October 31, 2011, either Party may terminate this Agreement by providing written notice of termination to the other."

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier Amendment, the terms of this Amendment shall prevail.

FOR PRODUCER:

GEORGIA MOUNTAIN COMMUNITY WIND, LLC

By: _____

Name: _____

Title: _____ Date: _____

FOR PURCHASER:

CITY OF BURLINGTON, VERMONT ELECTRIC DEPARTMENT

By: _____

Name: _____

Title: _____ Date: _____