

- e) Post-decommissioning Revegetation Plan for disturbed areas above 2700' (Certificate, Appendix 3); and
- f) Plan for relocation of the Coos Trail (Certificate at 5).

2. In order to adequately perform the work involved in completing the above-listed items Fish and Game will have to expend a significant amount of staff time, an expense that had not been anticipated by Fish and Game. Two of these items, (c) and (f), will require the expenditure of staff time immediately, not after the commencement of construction.

3. Fish and Game estimates that this work will require 435 hours of staff time, equivalent to approximately \$25,000.

4. Accordingly, Fish and Game requests that the Certificate of Site and Facility be amended to require GRP make a one-time payment of \$25,000 to be made by a date no later than thirty days from the date the Certificate in this matter is final, to Fish and Game for the work involved in the tasks listed in paragraph 1, above. A one-time, up-front, payment is efficient to administer and accounts for the expenses Fish and Game will incur prior to the beginning of construction.

B. Fish and Game Ownership of Wetland Mitigation Parcel

5. The July 15, 2009 Certificate issued by the SEC is contingent on compliance with the Wetlands Permit issued by the NHDES. See Certificate at 3 and Decision at 24. This Wetlands Permit, included in Appendix I, required that the applicant conserve a 620 acre parcel through a conservation easement.

6. In connection with the High Elevation Mitigation Settlement Agreement, NHDES has agreed that, because the portion of the 620 acres above 2700' will be transferred in fee to Fish and Game, the remaining, lower-elevation portion of the 620 acre parcel should be transferred in

fee to Fish and Game as well. This lower-elevation portion of the parcel encompasses approximately 446 acres.

7. Accordingly, Fish and Game requests that the Certificate of Site and Facility be amended to require GRP to transfer fee title to the entire 620 acre wetland mitigation parcel to Fish and Game, notwithstanding any provisions of the NHDES Wetlands Permit.

C. Land Transfer

8. The July 15, 2009 decision of the SEC, at Appendix V, adopts the conditions of the High Elevation Mitigation Settlement Agreement and requires that title to approximately 1735 acres be transferred to Fish and Game. See ¶ A.1 of Appendix V.

9. In addition, the SEC's decision requires that title land above 2700' in the 620 acre wetland mitigation parcel be transferred to Fish and Game.

10. Fish and Game requests that the SEC amend the Certificate to specify that all fee transfers from GRP to Fish and Game made by deed include an acceptance line for signature by a Fish and Game official.

11. Further, for any transfers made by other than warranty deed, Fish and Game requests that the SEC amend the Certificate to require that GRP provide Fish and Game with any title work or other information in its possession regarding the parcels to be transferred.

D. Consultation with GRP and Other Parties

12. Fish and Game has consulted with GRP and the other parties regarding this motion. GRP has indicated that it has no objection to the relief requested in B & C, but does not assent to the amendment requested in A. Public Counsel and the Appalachian Mountain Club assent to the entire motion. Industrial Wind Action Group objects to part A, but does not object to parts B

and C. Clean Power Development has no position on the motion. Kathy Keene was contacted but did not respond.

WHEREFORE, the New Hampshire Fish and Game Department respectfully requests that the Site Evaluation Committee grant the relief requested herein and grant such other relief as is just and proper.

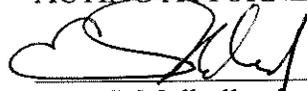
Respectfully submitted,

NEW HAMPSHIRE
FISH AND GAME DEPARTMENT

By its attorneys

ORVILLE B. FITCH, II
DEPUTY ATTORNEY GENERAL
ACTING ATTORNEY GENERAL

Dated: August 14, 2009


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Certificate of Service

I, Evan J. Mulholland, do hereby certify that I caused the foregoing to be served by electronic mail or first class mail postage prepaid upon each of the parties on the Service List in this docket.

Dated: August 14, 2009


Evan J. Mulholland