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April 5, 2011

Via Hand Delivery and Electronic Mail

NH Site Evaluation Committee
c/o Jane Murray, Secretary
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

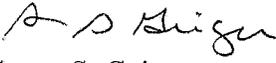
***Re: Docket 2010-01, Application of Groton Wind, LLC
for a Certificate of Site and Facility for a Renewable Energy Facility***

Dear Ms. Murray:

Enclosed for filing with the Site Evaluation Committee in the above-captioned docket, please find an original and eleven copies of the Applicant's Responses to Conditions Proposed by Counsel for the Public and Intervenors. Hard copies of this filing are also being hand delivered to Subcommittee Chairman Getz and Subcommittee Member Harrington.

Please contact me if there are any questions about this filing. Thank you for your assistance and cooperation.

Very truly yours,


Susan S. Geiger

Lawrence A. Kelly
(Of Counsel)

cc: Service List (electronic mail only)

Enclosure
752908_1.DOC

THE STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

Docket No. 2010-01

Re: Application of Groton Wind, LLC

For A Certificate of Site and Facility

APPLICANT'S RESPONSES TO CONDITIONS

PROPOSED BY COUNSEL FOR THE PUBLIC

AND INTERVENORS

NOW COMES Groton Wind, LLC ("Groton Wind" or "the Applicant"), and responds to the proposed Certificate conditions submitted by Counsel for the Public and the Intervenors in the above-captioned matter by stating as follows:

CONDITIONS PROPOSED BY

BUTTOLPH/LEWIS/SPRING INTERVENOR GROUP

Property Values

REQUEST 1. Given the magnitude of evidence regarding the impact on property values within a two mile radius of any turbine, the intervenors believe a property value guarantee as provided by Mr. Mike McCann will be the only form of adequate mitigation. All property owners within this radius shall be afforded proper notification and a minimum of 4 months to decide to participate. In addition, any property deemed eligible or already eligible for the National Register which lies within the viewshed of the project, regardless of the distance, shall be eligible for a PVG if desired. (See exhibit Buttolph 33 for an example).

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: There is no credible support in the record for the proposition that this Project will affect property values within a two mile radius, or even at all.

Such a condition is unprecedented – neither of the other two wind energy facilities that have been certificated by the Site Evaluation Committee is subject to this type of condition – and is arguably beyond the Committee’s authority to order. Lastly, the condition is unworkable as it raises more questions than it answers, and creates significant enforcement/implementation responsibilities for the Subcommittee.

REQUEST 2. The Applicant shall pay all fees and hire a consultant to handle all aspects of the nomination process of any buildings deemed eligible for the National Register. Property owners will be consulted as soon as properties are determined to be eligible, and continue to be part of the process provided they are in support of their property being a part of the National Register.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The process for listing of property deemed eligible for the National Register is at the discretion of the property owner. Because the Applicant has no role in this process, it is unreasonable to require the Applicant to pay for it.

REQUEST 3. The Applicant shall pay the Town of Rumney the sum of \$75,000 to be used specifically for renovations to the Rumney Historical Society (See App. Exhibit 38, PAF Photo #110) or Byron G. Merrill Library (See App. Exhibit 38, PAF Photo #106), (both of which would be part of the Rumney Historical District should they be deemed eligible).

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: There is no information in the record regarding the need for this condition. The Town of Rumney has participated as a party to this docket and has never expressed a demand or need for a condition such as this one. The Applicant has negotiated and reached agreement with Town of Rumney regarding several issues of concern to the Town; this condition is not one of them and therefore should not be imposed by the Subcommittee.

Fire/Safety

REQUEST 4. The Applicant will be required to build a primary access road to the Project area from Halls Brook Road rather than accessing the Project area via Groton Hollow Road. We believe that this mitigation is the only mitigation thus far envisioned that could adequately address the concern with traffic issues on, and possible blockage of, Groton Hollow Road, thus mitigating what would otherwise be unreasonable effects pursuant to 162:H-16 IV (C).

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: As discussed on pages 47-48 of the Application, the Applicant considered and rejected building an access road from Halls Brook Road to the Project site. The reasons for not pursuing this alternative are that Halls Brook Road is excessively narrow and would require significant upgrades/reconstruction which, in turn, would have had an adverse effect on Halls Brook. In addition, this alternative did not meet the engineering specifications that were developed in consultation with the New Hampshire Department of Environmental Services. NH DES has reviewed and approved (with conditions) the specifications for the current access road that were submitted with the Applicant's Alteration of Terrain and Wetland permit applications.

REQUEST 5. The Applicant shall purchase a brush truck according to the recommendations of the Plymouth Fire Chief, who oversees the only full time fire department in the area. The brush truck shall be kept onsite at the project, for emergency use.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Please refer to the Response to the Proposed Condition of the Town of Plymouth.

REQUEST 6. The Applicant will provide eight hours of annual training for both Rumney and Plymouth Fire Departments as well as their Emergency Medical personnel. In addition, a one time payment of \$10,000 to the Rumney fire department to provide for new equipment will be required.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: This condition for training is unnecessary because the Applicant has already agreed (in section 6.2 of its written Agreement with the Town of Rumney, Exhibit App. 7) to provide training, prior to commencement of operations, to the Rumney Fire Department, and to the Rumney Fire Department, EMS and Police Departments jointly, all without charge to the Town of Rumney. Thereafter, the Applicant will provide annual training and will work to accommodate reasonable requests from the Rumney Fire Department, EMS or Police Department for responders from other mutual aid towns to attend the annual training with the Rumney responders. The Applicant has agreed that the provisions of the Town of Rumney Agreement be included as conditions to a Certificate of Site and Facility.

The request for a \$10,000 payment to the Rumney Fire Department is arbitrary and unreasonable as there is no information in the record regarding the need for

this condition. The Town of Rumney has participated as a party to this docket and has never expressed a demand or need for a condition such as this one. This Intervener Group does not represent the Town of Plymouth, Town of Rumney, or the Rumney Fire Department.

REQUEST 7. A detailed emergency plan will be created and submitted to the Site Evaluation Committee for their approval. This emergency plan will include police, fire and medical personnel response for situations occurring at the project site or on the access roads.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Emergency response is under the authority and responsibility of the Town of Rumney as the first responder. Section 6 of Exhibit App. 7, the Applicant's Agreement with the Town of Rumney, contains a number of detailed emergency response provisions requested by the Town of Rumney, which were discussed in public meetings with the Rumney Fire, Police and EMS Departments. In light of the fact that the Applicant has agreed to the emergency response provisions in Exhibit App. 7, and has recommended that the provisions of its agreement with the Town of Rumney be included as conditions to a Certificate of Site and Facility, this condition is unnecessary.

Sound

REQUEST 8. Sound will be limited to 30dBA between the hours of 10pm-8am as measured at home bedrooms, or max 5dBA above ambient, as Deerfield Wind in Vermont has agreed to.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: There is nothing in the record to support this condition. Conditions that apply to a Vermont wind energy facility are not relevant to the Groton Wind farm. Furthermore, this is not the Deerfield Wind Project's permit condition. There are no New Hampshire regulations regarding noise restrictions, and no precedent for a condition as restrictive as this one. The Site Evaluation Committee's noise conditions in the Lempster Wind order are not as restrictive as this condition. The Applicant's agreement with the Town of Groton, Exhibit App. 32, Section 11, contains appropriate noise restrictions. The Applicant has recommended that the provisions of its agreement with the Town of Groton be included as conditions to a Certificate of Site and Facility. Existing condition sound level data collected by Counsel for the Public and the Applicant show sound levels are generally always above 30 dBA already. Therefore, imposition of a 30 dBA "floor" for this Project is meaningless and would be extremely difficult to enforce.

REQUEST 9.Complaints of sound issues by either Groton or Rumney residents will be kept in a permanent log and submitted to the SEC annually. The Applicant will provide a phone number to both the Rumney and Groton town offices. The Applicant will respond in writing to each complaint that has been voiced. After two complaints the Applicant will pay to have the town hire a sound consultant to perform sound studies. Any sound testing results which exceed the levels will require the Applicant to immediately make changes to reduce the sound levels. Possibilities include reducing hours the turbines are operational, mitigation that can be worked out between the Applicant and the complainant, to shutting down the project altogether.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant's Agreement with the Town of Groton (Exhibit App. 32, Section 11) contains provisions regarding noise restrictions, post-construction sound pressure level measurement by an independent qualified acoustic engineer, and a report to the Town of Groton within 30 days of its receipt by the Applicant from the acoustics engineer. This Agreement also contains provisions regarding the process for making and addressing complaints about the Project (both during construction and operation, and continuing through decommissioning.) *See* Exhibit App. 32, Section 5.1. Because the Applicant has recommended that the provisions of its agreement with the Town of Groton be included as conditions to a Certificate of Site and Facility, this condition is unnecessary.

REQUEST 10. Sound studies will be conducted post-construction and compared to pre-construction studies. The SEC along with the Counsel for the Public will hire the Consultant. The Applicant will pay for those studies. Statistical analysis will be performed on the results and submitted to the SEC within 1 year of operation. This will provide an unbiased feedback on the preconstruction studies performed and proved the SEC with a stronger data base to help in considering the next project.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Please see the response to Request 9, above.

Groton Hollow Road Residents

REQUEST 11: All residents within 3000 feet of blasting will have their wells tested prior to the blasting paid for by the Applicant.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The proposed condition contradicts the recommendations of the New Hampshire Department of Environmental Services, which is responsible for protection of drinking water and which has recommended, as a condition to its Alteration of Terrain Permit, the testing of drinking water wells within 2,000' of any blasting activities. There is no basis whatsoever for changing this figure arbitrarily to 3,000'.

REQUEST 12. If the SEC does not require the Applicant to build a primary access road off of Halls Brook Road to the Project site, then we would request the following additional conditions be imposed.

12 A. The Applicant will pay to have all residences and buildings structurally surveyed prior to any construction of the project site commencing.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The proposed condition is vague, overly broad, unreasonable and impractical, as it does not specify the location of the residences and buildings to be surveyed, nor the reason for such survey.

12 B. The Applicant will be jointly liable along with their contractors, for any and all damage that occurs to properties on Groton Hollow Road.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The proposed condition is unreasonable as it is an expression of liability for damages without any evidence of causation. Groton Hollow Road is used, and has been used for many years by heavy trucks for logging and sand/gravel mining. There is no information or testimony in this docket that any damage to houses on Groton Hollow Road has been caused by the current heavy truck usage, nor that the use of the road during the temporary construction period of the Project poses any risk of damage to homes. This would amount to a strict liability condition that is inappropriate and should not be imposed.

12 C. The Applicant will not be allowed to work at the project site on Sundays for any reason. The residents of Groton Hollow Road shall be afforded one day during the week in which they have no disruptions or inconveniences from the project site.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The days and hours of construction and road access are addressed in detail in the Agreements with the Town of Groton and Town of Rumney, which were discussed in multiple public meetings. Because the Applicant has recommended that the provisions of its agreements with the Town of Groton and Town of Rumney be included as conditions to a Certificate of Site and Facility, this condition is unnecessary. In addition, the Applicant notes that because this condition is not applied to any other construction, logging, or mining activity in the area, it would be unreasonable to apply it to this Project.

12 D. The Applicant will file an emergency plan specific to Groton Hollow Road detailing how residents will not be “trapped” in their homes if an oversized project vehicle has an unexpected event that blocks the route. The SEC must approve this plan prior to construction commencing.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: It is unnecessary for the SEC to review or approve the Project’s plans for dealing with issues related to oversized vehicles. Oversized vehicles are strictly governed by the New Hampshire Department of Transportation (“NH DOT”) permits, and are accompanied by police escort vehicles. *See* Exhibit App. 46. Police at the scene need discretion to address any issues that arise. The Applicant will adhere to the detailed requirements of NH DOT oversized vehicle permits. *Id.*

12 E. Each Groton Hollow Road property owner will be paid \$7,800 by the Applicant prior to construction commencing. This payment will amount to approximately \$100 per week for the estimated 78 weeks it will take to complete the project and will attempt to compensate for the delays, inconveniences and loss of peace and enjoyment at their homes during the construction period.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The proposed condition is unwarranted, unjustified, and unsupported by any evidence, and there is no precedent for such a condition.

12 F. The Applicant will not be allowed to widen Groton Hollow Road under any circumstance, including temporarily.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant has stated many times that it has no plans nor

has identified any need for altering the portion of Groton Hollow Road that is a public road within the Town of Rumney. The Rumney Board of Selectmen requested and obtained provisions in its Agreement with the Applicant regarding public roads, including specific provisions regarding Groton Hollow Road. *See* Exhibit App. 7, Section 7. Among other things, the Agreement contains a prohibition against widening Groton Hollow Road, as well as a provision regarding potential temporary alterations reasonably necessary for the passage of wide loads, so long as the existing condition of the road is restored. *See* Exhibit App. 7, Section 7.5. The Rumney Agreement (which the Applicant has proposed as conditions to a Certificate of Site and Facility) was the result of extensive public consultations with the Town of Rumney Board of Selectmen, and included input from the Town of Rumney Road Agent, Fire Department, Police Department, and EMS. It should, therefore, be recognized as the definitive statement of conditions that satisfy the Town's concerns. Accordingly, this condition is unnecessary.

Avian

REQUEST 13: Impose post construction surveys for 3yrs, consistent with the recommendations of Public Counsel's expert witness in this regard. Stricter requirements placed if any threatened species are killed.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The proposed condition is unjustified and contradicts the recommendations of the New Hampshire Fish & Game Department, which has the responsibility and authority to protect wildlife in New Hampshire. The Applicant has recommended that its commitments to the New Hampshire Fish & Game Department relative to post-construction surveys and monitoring, which are spelled out in detail in its post hearing brief, be included as Certificate conditions.

REQUEST 14: Post construction studies overseen by an Audubun (sic) hired avian company, which can go on the property any time to perform studies. Post construction surveys to be compared directly to preconstruction surveys – statistical analysis conducted to determine their significance. Bat studies to be performed in a similar fashion to avian with respect to the 3 year requirement noted in #1

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Please see the response to Request 13, above. In addition, the SEC should not require the Audubon Society to hire a consultant to perform studies for which the Applicant is responsible.

Visual

REQUEST 15: Applicant shall be required to utilize the latest technology in safety light pollution reduction consistent with FAA regulations.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant has stated in submissions, the Application, and in testimony its commitment to use the most discrete warning lights that are permitted by the FAA. The Applicant can only install warning lights that are approved by the FAA, and must install them on the specific turbines as directed by the FAA. Thus, the proposed condition is unnecessary and should not be imposed.

CONDITIONS PROPOSED BY THE TOWN OF PLYMOUTH

REQUEST: The Committee should condition any Certificate for the Project on the Applicant providing the Town with the emergency response equipment and resources requested by the Town, i.e.: two (2) Type 6 brush trucks; two (2) six-person ATVs; three (3) forestry high pressure portable pumps; and related training.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The record in this docket is devoid of any information that would justify the imposition of this condition. This condition is inappropriate and unreasonable for several reasons, that were outlined in the Applicant's post hearing brief, including but not limited to the following: the Project is not in the Town of Plymouth; the Plymouth Fire Department is not the first responder for emergencies at the Project site; the Town of Plymouth is one of 37 towns that are part of the Lakes Region mutual aid district, any of which could be called as a secondary responder to Groton, and yet not one of the other towns in the compact has indicated any concerns or request for new equipment; the equipment that Plymouth seeks is available in other towns within the Lakes Region compact, and from the Forest Service in Rumney; the Applicant met with the Plymouth Board of Selectmen on at least three occasions, and the Plymouth Planning Board on at least two occasions (at no time during these meetings was any request for equipment discussed); the Applicant's Agreement with the Town of Rumney (the Town having first response obligations for emergencies occurring at the Project site) adequately addresses emergency response issues; the Applicant has consulted with the Town of Rumney Fire Department, Police Department and

EMS, including a site visit and site safety review at Lempster Wind Farm; the Town of Rumney's Fire Chief has indicated to the Rumney Selectmen that the Rumney Fire Department does not need any additional equipment (*See Exhibit App. 16 - Rumney Selectmen's Meeting Minutes*); the Town of Lempster has not required new equipment; and the agreement between Groton and the Applicant provides a mechanism for purchasing emergency services equipment if it becomes necessary. Exh. App. 32, Section. 7.2.

ALTERNATIVE REQUEST: The Committee has the authority to condition the Certificate on the Applicant's compliance with the Town's request. In the alternative, the Committee may order the Applicant to negotiate with the Town, in good faith, on the emergency preparedness issues and enter into an appropriate agreement.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Because the Applicant has reached agreements on emergency response issues with the Town of Rumney (the Town that is the first responder to emergencies at the Project site) as well as the Town of Groton, there is no need to enter into an agreement with the Town of Plymouth on this issue. In addition, given the Town of Plymouth's position in the instant docket, it is unlikely that good faith negotiations would produce an agreement.

CONDITIONS PROPOSED BY COUNSEL FOR THE PUBLIC

Energy Production

REQUEST: 1. As such, it behooves the Committee to consider a condition similar to that recently imposed by the Committee on the Brookfield Power application. See Brookfield Renewable Power, SEC no. 2010-03, Order dated Feb. 8, 2011, at 16-17, 20 (completion of construction condition).

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant understands this request to be for a condition that requires the Applicant to file a notice with the Site Evaluation Committee and show cause why the decommissioning provisions of the Order and Certificate of Site and Facility should not be imposed if the facility is not completed by July 31, 2013. There is no basis in the record for this condition. Decommissioning was discussed in detail during testimony and cross-examination. Neither Counsel for the Public nor any other party expressed a concern that would trigger the need for this condition. The Applicant's Agreement with the Town of Groton includes detailed provisions on decommissioning. Because the Applicant has recommended that the Groton Agreement provisions be included as conditions to

the Certificate of Site and Facility, this condition is unnecessary and therefore should not be imposed.

Avian Species

REQUEST 2. As such, Counsel for the Public asks that the Committee impose the same condition that was imposed upon Granite Reliable in the July 2009 Decision, which read,

Further Ordered that, the Applicant shall implement a post-construction bird and bat mortality study designed by its consultants and reviewed and approved by NHF&G. The study should be conducted for three consecutive years, and a full report with analysis should be produced after each complete year...

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The proposed condition contradicts the recommendations of the New Hampshire Fish and Game Department (“NHF&G”). The Applicant consulted in detail with the U.S. Fish and Wildlife Service (“USFW”) and the NHF&G on its avian and bat studies. NHF&G has agreed with the Applicant’s post-construction avian and bat survey and monitoring plans. *See Exhibit App. 72.* In seeking this condition, Counsel for the Public is essentially asking the Subcommittee to substitute its judgment for that of the state agency that has the expertise and responsibility for protecting New Hampshire’s wildlife- NHF&G. Holding the Groton Wind Project to the same post-construction survey and monitoring requirements imposed on Granite Reliable Power would be inappropriate given the lack of similarity in the elevations and habitats of these two sites. There is no need for the Subcommittee to impose more stringent requirements than those agreed to by the state agency having responsibility for protecting New Hampshire’s wildlife.

Historic Sites

REQUEST 3. Because there is a possibility that the project would have an unreasonable adverse effect on historic sites and there is a possibility that no mitigation, or inadequate mitigation, will be required by the ACOE to compensate for those adverse effects, the Certificate should be conditioned to mandate adequate and appropriate mitigation. Specifically, Counsel for the Public proposes that any proposal for mitigation for adverse effects on the region’s historical resources that the Applicant makes be subject to formal review and approval by the Committee. If the Committee deems the mitigation insufficient, it should retain jurisdiction to order additional mitigation, as it deems necessary and appropriate to compensate for the impacts on the historic resources of the area.

RESPONSE: UNACCEPTABLE TO THE APPLICANT AS WRITTEN, BUT WOULD BE ACCEPTABLE IF MODIFIED

EXPLANATION: The U. S. Army Corps of Engineers (“USACE”) has responsibility under federal law, as the lead federal agency, for assuring that the Project complies with the National Historic Preservation Act, Section 106. USACE is responsible for determining whether and to what extent the Project will be required to mitigate for any adverse effects to properties that USACE, in consultation with the New Hampshire Division of Historic Resources (“DHR”), determines are eligible for listing on the National Register of Historic Places. As a federal agency, USACE is not subject to the Subcommittee’s jurisdiction. Thus, the Subcommittee cannot require the USACE to submit mitigation plans for the Subcommittee’s approval. Further, the USACE and DHR are the agencies with historic and archaeological expertise. They have responsibility under federal and state law to evaluate projects, determine effects, and direct mitigation. The Subcommittee should not attempt to usurp those statutory roles. The Subcommittee can, however, condition a certificate on the Applicant continuing the USASCE/DHR consultation process and, if those agencies determine there are adverse effects on historic properties, the Subcommittee can require the Applicant to complete the mitigation measures required by the USACE/DHR, as the SEC did in the Lempster docket. The Applicant supports such a condition.

Noise

REQUEST 4. a)The Committee should establish a noise criteria for the project that is not only absolute, but instead is also relative to the background levels at a given location, as such were computed by Mr. Tocci. b)Thus, should a receptor actually experience either sound above the Tocci baseline of more than 5 dBA or actual windfarm sound over 40 dBA, the certificate holder would be required to take steps to address and mitigate the sound complaint to achieve compliance with no impact and sound level no higher than 40 dBA at the façade of the home. c) A complaint response approach similar to what was imposed in Lempster would be appropriate. d) The Applicant, as in Lempster, should be required to conduct post-operational sound studies and provide the reports thereof to the Committee and the parties.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: a) There is no basis in the record to support this condition. There is little scientific basis for substituting the personal views of Mr. Tocci for the extensive analytical work conducted by the Applicant’s experts. This is

especially so considering the many errors in Mr. Tocci's work which were pointed out at the hearing.

b) This condition is unworkable and impractical. Due to the large distance between any wind turbine and the residences in the area, the highest sound levels from the wind farm will be in the 20's and 30's dBA (one exception at 41 dBA for the closest residence). These sound levels are already so low that imposing an additional "delta over background" noise condition will not realize any significant benefit while being very difficult to enforce as discussed below. Ambient sound levels are constantly changing. The proposed condition does not indicate the duration or locations of the sound that would trigger mitigation. For example, would the Applicant be required to monitor real-time, constantly changing ambient sound levels at locations all over the area? In the event of a short-term increase of 10 dBA, how would one determine the source, be it truck and road noise, logging activities, wind, rain, or any number of other sources besides the wind farm? The criteria recommended are arbitrary and without any scientific basis or support. In addition, the Proposed condition is not justified by any analysis provided in the docket, and is not consistent with precedent. The Lempster Certificate set a limit of 45 dBA. The Town of Lempster required 55 dBA at non-participating residences. The Town of Groton Agreement contains provisions regarding sound limitations and requires 55 dBA at 300 feet from non-participating residences.

c) The Applicant's Agreement with the Town of Groton (Exhibit App. 32, Section 5.1) contains an appropriate process for handling complaints related to noise and otherwise. Thus, because the Town of Groton's concerns about this issue have been resolved to its satisfaction, it is not necessary to impose conditions that were required by a different Town for a different Project.

d) The proposed condition is unnecessary and excessive. Testimony indicated that in the 2.5 years of operations at Lempster Wind, there has only been one single complaint in regards to noise, and investigation of that complaint revealed it was due to a malfunctioning hearing aid. In addition, the nearest non-participating residence is much closer at Lempster than proposed for Groton. The proposed condition exceeds the judgment of the Towns of Groton and Rumney and their elected representatives. The Groton Agreement, Section 11, contains provisions regarding noise restrictions, post-construction sound measurement and reporting requirements. No further conditions in this regard are necessary.

Other Conditions:

REQUEST a. The Committee should adopt the request of the Town of Plymouth for fire fighting apparatus. Counsel for the Public supports this request.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Please refer to the Response to the Proposed Condition of the Town of Plymouth.

REQUEST b. The Committee should require the Applicant to maintain a vegetative screen around the Holderness stepup facility.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Town of Holderness has expressed no concerns regarding visual effects of the step-up facility. Mr. Hecklau testified on cross-examination that a vegetative screen would offer little to no reduction in the already very limited visibility. In addition, the visual simulation of the Holderness site reveals no need for a vegetative screen.

REQUEST c. The Committee should require that the facility (including the step up facility in Holderness) be constructed and operated in conformity to fire, life safety and electrical codes.

RESPONSE: ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant agrees to construct and operate its facilities in accordance with industry standards and applicable electrical and safety codes.

REQUEST d. The Committee should require that the Applicant return to the Committee should the feasibility study or any other cause require the Applicant to modify the facility (including the step up facility) from the design presented to the Committee and the parties in the hearings. To the extent that the applicant believes such modifications are immaterial, it should be required to provide a report and analysis demonstrating the immateriality to the Committee and the parties.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant agrees that it will inform the Subcommittee of any substantive modification to its application in accordance with RSA 162-H:7, IX. Because that statute contains no requirement for a report and analysis demonstrating immateriality of a change, the Applicant should not be held to a standard that is not required by statute. Moreover, neither the Town of Groton nor the Town of Holderness has expressed a concern that would need to be addressed by this condition.

REQUEST e. The Committee should require the applicant to abide by the construction hours limitations from the Groton agreement in the construction of the Holderness stepup facility as discussed on the record.

RESPONSE: ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant has agreed to this condition on the record, even though the Town of Holderness did not request this, and despite the fact that there are no such limitations imposed on the existing sand mining and log processing occurring at the Holderness site.

REQUEST f. The Committee should require the Applicant to avoid any of the natural features identified by VRB (sic) in its report concerning the alternate route for the interconnection down to Rt. 25.

RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: The Applicant assumes this condition refers to VHB. It is unclear which natural features the condition is intended to address. Given the vagueness of this condition, it should not be imposed. Further, the Applicant has stated in the record that it would avoid any direct wetlands impacts along the alternative interconnect route from the Project to Rt. 25.

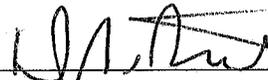
REQUEST g. The Committee should require that if construction of the facility is not completed by July 31, 2013, the applicant shall file a notice with the Committee and show cause as to why the decommissioning provisions of the Order and Certificate of Site and facility should not be imposed.

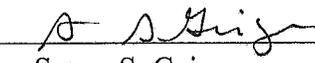
RESPONSE: NOT ACCEPTABLE TO THE APPLICANT

EXPLANATION: Please refer to the Response to Public Counsel Request 1, above.

Respectfully submitted,
Groton Wind, LLC
By and through its Attorneys,
ORR & RENO, P.A.
One Eagle Square
P.O. Box 3550
Concord, NH 03302-3550
(603)224-2381

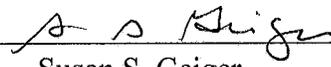
Dated: April 5, 2011

By: 
Douglas L. Patch

By: 
Susan S. Geiger

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of April, 2011, copies of the within Responses were sent to persons named on the Service List either by electronic mail, hand delivery or first class mail, postage prepaid.


Susan S. Geiger