

# Orr&Reno

April 14, 2014

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Rebecca E. Perkins  
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Via U.S. 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, Groton Wind, LLC**

Dear Ms. Murray:

On behalf of Groton Wind, LLC, enclosed for filing with the Site Evaluation Committee in the above-captioned docket, please find an original and 3 copies of a Contested Motion for Approval of Amendment to Town of Groton Agreement.

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

Lawrence A. Kelly  
(Of Counsel)

Neil F. Castaldo  
(Of Counsel)

Very truly yours,



Susan S. Geiger

cc: Service List (electronic mail only)  
Enclosures  
1136044\_1

THE STATE OF NEW HAMPSHIRE  
SITE EVALUATION COMMITTEE

DOCKET NO. 2010-01

Application of Groton Wind, LLC  
for a Certificate of Site and Facility

**CONTESTED MOTION FOR APPROVAL OF AMENDMENT TO  
TOWN OF GROTON AGREEMENT**

NOW COMES Groton Wind, LLC (“Groton Wind”) and respectfully moves that the New Hampshire Site Evaluation Committee (“the Committee”) approve an amendment to the Agreement between Groton Wind and the Town of Groton (“Town Agreement”) which is part of the Order and Certificate of Site and Facility issued to Groton Wind, LLC on May 6, 2011 (“the Order and Certificate”). In support of this Motion, Groton Wind states as follows:

1. The Town Agreement was included in the Order and Certificate as Appendix II, and the conditions contained in the Town Agreement are conditions of Groton Wind’s Certificate. *Order and Certificate* (May 6, 2011) at 3.

2. Section 8.2.1 of the Town Agreement contains provisions requiring Groton Wind to construct and maintain roads at its facility that allow for year-round access to each Wind Turbine at a level that permits passage and turnaround of emergency response vehicles.

3. In a letter to the Committee dated December 31, 2012, the Town of Rumney Selectmen alleged that Section 8.2.1 of the Town of Groton Agreement requires that turbine access roads be plowed and sanded and ready for emergency vehicles to access if necessary. In response, Groton Wind’s parent company, Iberdrola Renewables, filed a

letter dated January 11, 2013 with the Committee explaining that plowing on steep grade roads creates a safety concern, increases concentration of spring melt runoff and would be extremely costly. The Iberdrola Renewables letter also states that turbine access during the winter months will be provided by a snowcat or similar vehicle. The conclusions in the Iberdrola Renewables letter are consistent with recommendations made by Groton Wind's engineering and environmental consultants, Vanasse Hangen Brustlin, Inc. ("VHB"), that Project roads should not be plowed during the winter and that access for winter maintenance purposes should be via snow cats (a fully tracked vehicle designed for travel on snow) or other types of all-terrain vehicles that would be suitable for winter and spring conditions. *See Attachment A.*

4. The Committee held a duly noticed prehearing conference on February 19, 2013 regarding the winter road access and other issues. A further prehearing conference was conducted on March 25, 2013 by the Committee's counsel, Attorney Michael Iacopino, who submitted a report of said prehearing conference on April 1, 2013. The report states that this issue "really can be condensed to the main question of what presents the safest and most environmentally sound way to maintain the turbine roads." Report of Prehearing Conference (April 1, 2013) at 4.

5. Groton Wind and the Town of Groton have executed an amendment to the Town Agreement to address the issue of road maintenance and access to the Project by emergency responders during times when Project roads are snow-covered or otherwise impassable. *See Attachment B.*

6. Groton Wind and the Town of Groton have modified Section 8.2.1 of the Town Agreement to read as follows:

The Owner shall construct and maintain roads at the Wind Farm that allow for access to each Wind Turbine at a level that permits passage and turnaround of emergency response vehicles. Notwithstanding the foregoing, Owner shall not be required to plow or sand those roads. During periods when Wind Farm roads are snow-covered or otherwise impassable or unsafe for use by emergency response vehicles, Owner shall take the following steps to provide access to the Wind Farm by emergency responders: Owner's employees or agents will make arrangements to meet emergency responders at an appropriate location and will provide transportation for those responders via all-terrain vehicles, snowcats or other vehicles as Owner and Town of Groton deem appropriate.

7. In view of the foregoing, Groton Wind respectfully requests that the Committee issue an order approving the attached Amendment of Agreement and amend Groton Wind's Order and Certificate of Site and Facility accordingly.

8. In accordance with SEC Rule Site 202.14 (d), the undersigned has made a good faith effort to obtain concurrence with the relief sought herein from the parties to this docket. As of the time of finalizing this motion, the following parties have indicated their positions on it: The Town of Groton concurs; the Rumney Selectboard is not able to meet at this time to make a decision, and does not wish to give up its right to dispute this matter at a later time; Counsel for the Public objects to this request as premature; Nancy Watson does not concur; the Buttolph/Lewis/Spring intervenor group does not concur; and the Office of the Fire Marshal is not able to concur at this time.

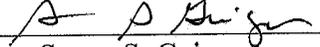
WHEREFORE, Groton Wind respectfully requests that the Committee:

A. Issue an order approving the attached Amendment of Agreement Between Town of Groton and Groton Wind, LLC, and amending the Order and Certificate of Site and Facility in this docket as described above; and

B. Grant such further relief as it deems appropriate.

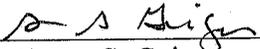
Respectfully submitted,  
Groton Wind, LLC  
By and through its Attorneys,  
ORR & RENO, P.A.

Dated: April 14, 2014

By:   
Susan S. Geiger  
45 South Main Street  
P.O. Box 3550  
Concord, NH 03301  
(603)223-9154  
[sgeiger@orr-reno.com](mailto:sgeiger@orr-reno.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on this 14th day of April, 2014, copies of the within Motion were sent to persons named on the Service List either by electronic mail or first class mail, postage prepaid.

  
\_\_\_\_\_  
Susan S. Geiger

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March 22, 2013

Ref: 52036.00

Doren L. Emmett  
Iberdrola Renewables, LLC  
Two Radnor Corporate Center  
Suite 200, 100 Matsonford Rd.  
Radnor, PA 19087

Re: Winter Road Maintenance  
Groton Wind Farm  
Groton, New Hampshire

Dear Mr. Emmett:

Vanasse Hangen Brustlin, Inc. (VHB) has reviewed options for winter access and maintenance of roads built for the Groton Wind Farm in Groton, NH. Following are our recommendations and comments relating to winter road access and maintenance.

VHB has recommended to Iberdrola Renewables that the access roads within the Groton Wind Farm not be plowed during the winter and instead that access for winter maintenance purposes should be via snow cats (a fully tracked vehicle designed for travel on snow) or other types all-terrain vehicles that would be suitable for winter and spring conditions. Using snow cats or other type appropriately equipped all-terrain vehicles will allow for safer winter travel along the access roads to turbine locations without the need for plowing roadways. These types of vehicles have superior traction and stability in a variety of conditions including snow, ice and mud. Snow cats are used at many New England ski areas for winter mountain access and are used for winter access along the Mount Washington Auto Road.

Plowing of the access roads is not recommended for the following reasons. Plowing roads with long continuous roadway grades that exceed 12-percent and have up to 15-percent grades would be difficult, unsafe and potentially hazardous to plow operators. Each of the access road segments are built along hillsides with steep slopes and have over several hundred feet of vertical rise from the valley up to each ridge. During heavy snow and high wind conditions, snow drift accumulations along the roadway would result in complex snow removal operations. Gravel roads are more difficult to maintain in winter conditions than paved roads, and the surface of the plowed gravel roads can become slippery from compacted snow, ice and or mud surfaces. During the winter plowed roads would be difficult to drive up and potentially unsafe to descend given the unpredictable surface conditions (lack of traction) and long steep roadway grades. If a vehicle were

Vanasse Hangen Brustlin, Inc.  
6 Bedford Farms Drive, Suite 607  
Bedford, New Hampshire 03110-6532  
603.644.0888 • FAX 603.644.2385  
www.vhb.com

Winter Road Maintenance  
Groton Wind Farm  
March 22, 2013  
Page 2

to loss traction while travelling down the mountain the operator may have little opportunity to regain control of the vehicle.

Leaving the roads unplowed will minimize or reduce the risk of the above mentioned hazards. If left unplowed during the winter, the snow cover will act as insulation minimizing road damage from frost and will reduce road damage from repeated winter plowing. VHB recommends for the reasons noted above that the access roadways within the Groton Wind Farm not be plowed during the winter, except for special conditions when truck access may be needed during winter for a specific maintenance activity. Groton Hollow Road from Route 25 to the Operations and Maintenance building near the entrance of the site should be plowed during the winter for staff access.

Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.



Michael J. Leo, PE, LLS  
Senior Project Manager

Cc: Peter Walker – VHB  
Jebby Varughese – Iberdrola Renewables  
Ryan Haley – Iberdrola Renewables



**AMENDMENT OF AGREEMENT BETWEEN TOWN OF GROTON  
AND GROTON WIND, LLC, DEVELOPER/OWNER OF THE  
GROTON WIND POWER PROJECT**

This Amendment of Agreement ("Amendment") is made and entered into as of the 4th day of February, 2014, by and between the Town of Groton, New Hampshire ("Town") and Groton Wind, LLC ("Owner"), individually "a party" and collectively "the parties."

**Whereas**, the parties entered into an Agreement dated November 30, 2010 regarding Owner's wind power project located in Groton, New Hampshire ("Wind Farm");

**Whereas**, Section 8.2.1 of the Agreement contains provisions regarding the Owner's responsibility for constructing and maintaining roads at the Wind Farm;

**Whereas**, in a letter to the New Hampshire Site Evaluation Committee ("SEC") dated December 31, 2012, the Town of Rumney Selectmen alleged that said Section 8.2.1 requires that Wind Farm access roads must be plowed and sanded and ready for emergency vehicles to access if necessary; and

**Whereas**, the parties agree that it is inappropriate to plow and sand Wind Farm access roads because plowing on steep grade roads creates a safety concern, increases concentration of spring melt runoff, and would be extremely costly;

**Whereas**, the parties further agree that rather than plowing and sanding Wind Farm roads, it is more appropriate and safer for the Owner to provide transportation for emergency responders via snowcats or similar vehicles during winter months or at other times when Wind Farm roads are impassable.

Now Therefore, pursuant to Section 2.11 of the Agreement which permits the parties to revise or amend the Agreement or portions thereof, the parties agree as follows:

Section 8.2.1 of the Agreement regarding construction and maintenance of roads at the Owner's Wind Farm is stricken in its entirety and replaced with the following:

"The Owner shall construct and maintain roads at the Wind Farm that allow for access to each Wind Turbine at a level that permits passage and turnaround of emergency response vehicles. Notwithstanding the foregoing, Owner shall not be required to plow or sand those roads. During periods when Wind Farm roads are snow-covered or otherwise impassable or unsafe for use by emergency response vehicles, Owner shall take the following steps to provide access to the Wind Farm by emergency responders who are responding to calls for assistance from Owner or its employees or agents: Owner's employees or agents will make arrangements to meet emergency responders at an appropriate location and will provide transportation for those responders via all-terrain vehicles, snowcats or other vehicles as Owner and Town of Groton deem appropriate."

This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one instrument. This Amendment shall be effective upon its approval by the SEC, and the parties agree to cooperate to obtain such approval as soon as practicable after the date hereof.

All other provisions of the Agreement shall remain in full force and effect. The Agreement as hereby amended constitutes the entire agreement of the parties with respect to the matters set forth therein, and there are no other oral or written understandings or agreements between the parties relating thereto.

IN WITNESS WHEREOF, Town and Owner have caused this Amendment to be executed by their duly authorized officers as of the day and year first written above.

Town of Groton, New Hampshire

Christina Goodwin  
Chairman, Select Board

M. C. A.  
Selectman  
[Signature]  
Selectman

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Groton Wind, LLC

[Signature] LEGAL  
Print Name:  
Title:  
Duly Authorized

[Signature]