

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 16, 2014

Jane Murray, Secretary
NH Site Evaluation Committee
New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, New Hampshire 03301

Re: Application of Groton Wind, LLC
Docket No. 2010-01

Dear Ms. Murray:

Enclosed please find the original and one copy of the State's Notice of Compliance Agreement in the above-captioned case.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary C. Evans".

Mary C. Evans
Legal Assistant
Transportation & Construction Bureau
(603) 271-3675

mce
Enclosures
cc: The Parties on Service List (electronic mail only)
1030063

STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE

Docket No. 2010-01

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

NOTICE OF COMPLIANCE AGREEMENT

NOW COMES the State of New Hampshire, Department of Safety (“the Department”), Office of the Fire Marshal (“Fire Marshal”), by and through its attorneys, the Office of the Attorney General, and respectfully informs the New Hampshire Site Evaluation Committee (“the Committee”) that the Office of the Fire Marshal, pursuant to its statutory enforcement authority, has reached an agreement for compliance with the Applicant, Groton Wind, LLC. (*See* Compliance Agreement attached hereto¹).

In the Compliance Agreement, Groton Wind, LLC and Iberdrola, LLC (hereinafter referred to jointly as “Groton Wind”) have agreed to become compliant with the State Fire Code and the State Building Code, as determined by the Office of the Fire Marshal (hereinafter referred to as “compliance”), for all deficiencies included in Exhibit B of the Agreement. *See id.* In addition, Groton Wind has agreed to install fire suppression in each and every turbine located at the wind plant in Groton, NH. *Id.*

In the interim, the Agreement requires Groton Wind to immediately, and without any demand from the State, shut down any building or structure not in compliance by the date set forth in the Agreement. *Id.* As an alternative to shutting down the turbines, the Agreement requires Groton Wind to provide a fire watch 24 hours a day, seven days a week, at its own

¹ Exhibit B is not included as it was designated as confidential by FireTrace and Groton Wind when it was provided.

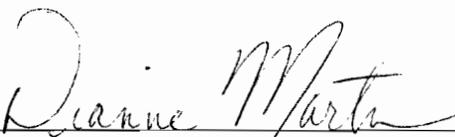
expense. This alternative applies solely to the turbines and is only available through June 23, 2014, at which time installation of fire suppression in each and every turbine must be complete. Groton Wind has stipulated to consequences for failure to comply with the terms of the Compliance Agreement, including, but not limited to, the issuance of an injunction by the Superior Court.

Respectfully submitted,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY

By its attorneys,
ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 16, 2014


Dianne Martin (Bar. No. 15350)
Attorney
Transportation & Construction Bureau
33 Capitol Street
Concord, New Hampshire 03301-6397
(603) 271-3675

Certificate of Service

I certify that a copy of the foregoing has, on this 16th day of April, 2014, been electronically mailed to the parties on the service list.


Dianne Martin, Esq.

COMPLIANCE AGREEMENT

Now Come the State of New Hampshire, Department of Safety, Office of the Fire Marshal (hereinafter the “State” or “Fire Marshal”), by and through its attorneys, the Office of the Attorney General, and Groton Wind, LLC and Iberdrola Renewables, LLC, by and through their attorneys, Orr & Reno, P.A. and Toan Nguyen, Esq., and hereby agree to the following:

INTRODUCTION

1. The State of New Hampshire, Department of Safety, Office of the Fire Marshal (“State” or “Fire Marshal”), located at 33 Hazen Drive, Concord, New Hampshire, 03301, is the State agency responsible for supervising and enforcing all laws relative to the protection of life and property from fire, fire hazards, and all related matters, including the State Fire Code, and for enforcing the State Building Code in certain cases.
2. RSA 153:14, II (a) authorizes the State to issue a written order requiring that any condition it deems to be hazardous to life or property be remedied. The State Fire Code (*NFPA 1 (2009)*, Section 1.7.14.3) authorizes the State to issue an order to immediately stop work at a site when it is being done contrary to the provisions of the State Fire Code. The State Building Code (*IBC (2009)*, Section 115) authorizes the issuance of a stop work order when work regulated by the Code is being performed in a manner either contrary to the provisions of the Code or dangerous or unsafe.
3. Groton Wind, LLC is a limited liability company with its principal offices and mailing address at 1125 NW Couch St., Suite 700, Portland, Oregon 97209. Groton Wind, LLC is currently operating a 24 turbine wind plant (hereinafter “wind plant”) located at 590 Groton Hollow Road, Town of Groton, County of Grafton, State of New Hampshire.
4. Iberdrola Renewables, LLC is a limited liability company with its principal offices and mailing address at 1125 NW Couch St., Suite 700, Portland, Oregon 97209. Groton Wind, LLC is 100% owned by and sole-member managed by Iberdrola Renewables, LLC.

5. Groton Wind, LLC and Iberdrola, LLC are jointly referred to hereinafter as the “Facility”.

TERMS OF COMPLIANCE

6. The Facility agrees to become compliant with the State Fire Code and the State Building Code, as determined by the Office of the Fire Marshal (hereinafter referred to as “compliance”), for all items listed in Exhibit A.

7. The Facility agrees to perform the Terms of Compliance and Other Terms and Conditions set forth in this Agreement within the timeframes established herein, time being of the essence.

8. O&M Building

Except for installation of fire suppression in the turbines, which is addressed separately below, the Facility shall perform all work needed to bring the items listed in Exhibit A into compliance by May 1, 2014. The Fire Marshal will conduct a compliance inspection at the wind plant no later than 10 days after the above-referenced completion date to determine whether the items listed in Exhibit A are in compliance. If, upon inspection, the Fire Marshal determines that any items listed in Exhibit A are not in compliance, the Fire Marshal shall provide the Facility with written notice as soon as practicable. Said written notice shall be provided via electronic mail to: Ryan Haley, Rob Batarags and in-house counsel Toan-Hao Nguyen, Esq. at the following addresses: Ryan.Haley@iberdrolaren.com; Rob.Batarags@iberdrolaren.com; and Toan.Nguyen@iberdrolaren.com. No later than three weeks from the date of the written notice of deficiencies, the Facility shall remedy the noticed deficiencies. If any deficiencies are not remedied to the satisfaction of the Fire Marshal within the time specified above, the Facility agrees that it shall immediately, without demand from the Fire Marshal, shut down the O&M building until such time as the deficiencies are remedied to the Fire Marshal’s satisfaction. Failure to achieve compliance as

determined by the Fire Marshal by the deadline specified above, and/or failure to shut down thereafter shall constitute a material breach of this Agreement and trigger the stipulated consequences and provisions for breach contained herein below.

9. Turbines

The Facility agrees to install fire suppression in each and every one of the 24 turbines at the Facility before the start of fire season. For purposes of this Agreement, the Parties agree that the start of fire season is defined as the date upon which the Fire Marshal provides written notice to the Facility that the NH Division of Forest and Lands has declared the first Class 3 Fire Danger Day in the Groton, New Hampshire region. The Fire Marshal shall provide this notice by electronic mail to: Ryan Haley, Rob Batarags and attorney, Toan-Hao Nguyen, Esq. at the following addresses: Ryan.Haley@iberdrolaren.com; Rob.Batarags@iberdrolaren.com; and Toan.Nguyen@iberdrolaren.com. The fire suppression installed shall be as set forth in Exhibit B (proposal by Fire Trace). The procedures for installation shall be approved by the Fire Marshal.

If fire suppression is not installed, inspected, and approved by the Fire Marshal, in each and every turbine by the start of fire season, the Facility agrees that it shall, immediately, and without any demand from the State, either:

- a. Shut down each and every turbine that does not have fire suppression installed, inspected, and approved by the Fire Marshal, until such time as it does; provided, however, that any turbine that has the fire suppression system installed but which the Fire Marshal declines in writing to inspect, shall be deemed to be inspected and approved; or,
- b. Establish and maintain, at Groton Wind's sole expense, a 24 hour a day, 7 day a week fire watch, until such time as each and every turbine has fire

suppression installed, inspected, and approved. The fire watch requirements are contained in Exhibit C and are expressly agreed to by Groton Wind.

The Facility, in its sole discretion, shall determine which of these two options it will implement and shall notify the Fire Marshal by electronic mail sent to the following address: X Dianne.Martin@doj.nh.gov of the option selected by the Facility. Failure to immediately implement one of the two options shall constitute a material breach triggering the stipulated consequences and provisions for breach contained herein below. The Facility reserves the right, upon written notice to the Fire Marshal, to switch to the other option. Notwithstanding the above, installation of the fire suppression in each and every turbine shall be completed to the satisfaction of the Fire Marshal by no later than June 23, 2014, failure which shall constitute a material breach triggering the stipulated consequences and provisions for breach contained herein below.

OTHER TERMS AND CONDITIONS

10. It is the intention of the Parties that this Agreement be enforced by the Superior Court of the State of New Hampshire. Accordingly, the Parties stipulate that the exclusive forum for enforcement of this Agreement shall be Grafton or Merrimack County Superior Court, at the State's sole discretion. The Parties stipulate that such venue is proper and hereby waive any objections they would have to jurisdiction, forum, or venue.

11. In addition to any other penalties established by law, the Facility agrees and stipulates that the consequence for its failure to comply with the terms of this Agreement shall be: 1) For breach related to the O&M building, an injunction prohibiting the Facility from using and occupying the O& M building until such time as the breach and violations are remedied to the satisfaction of the Fire Marshal; and, 2) For breach related to the turbines, an injunction prohibiting the Facility from operating each and every turbine that does not have fire suppression installed, inspected and approved until such time as they do. The Facility agrees

that it will bear the full cost of bringing an enforcement action and any other action required to achieve compliance, including attorney's fees.

12. The State's failure to enforce any provision of this Agreement after any breach or default shall not be deemed a waiver, and it shall retain its right to enforce each and all of the provisions of this Agreement upon further breach or default.

13. This Agreement contains the entire agreement between the Parties, and any material modifications hereto must be agreed to in writing by both the Facility and the Fire Marshal, acting through the Attorney General's Office.

14. The effective date of this Agreement shall be the date upon which it is signed by all Parties.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY,
OFFICE OF THE FIRE MARSHAL
By its attorney,
ANN M. RICE
ATTORNEY GENERAL

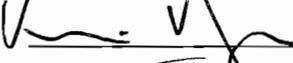
Dated: April 11, 2014

By:


Dianne Martin, N.H. Bar No. 15350
Attorney
Transportation and Construction
Bureau
33 Capitol Street
Concord, New Hampshire 03301
603-371-3675

Dated: April 10, 2014

By:

GROTON WIND, LLC
Kevin Devlin
Authorized Representative

Scott Jacobson
Authorized Representative

Groton Wind, LLC

LEGAL
RJ

By its Counsel:

Dated: April 11, 2014


Susan Geiger, N.H. Bar No. 925

Orr & Reno, P.A.
45 35 S. Main St. *sq*
P.O. Box 3550
Concord, New Hampshire 03302

IBERDROLA RENEWABLES, LLC
Kevin Devlin
Authorized Representative

LEGAL

Dated: April 10, 2014

By:

Scott Jacobson
Iberdrola Renewables, LLC
Scott Jacobson
Authorized Representative

Dated: April 10, 2014

By its Counsel:

Toan-Hao Nguyen
Toan-Hao Nguyen, Esq.
Groton Wind, LLC
1125 NW Couch St., Suite 700
Portland, Oregon 97209

EXHIBIT A

List of Deficiencies To Be Remedied By the Facility:

Site Wide

Using and/or occupying the building or structures without satisfying the requirements of the Fire Code, without approval, and without a certificate of occupancy. (NFPA 1, 10.3.1, 10.1.1., 2.7.13 and IBC 111.1, 116.1)

Towers/Nacelles

Conceptual plans for fire suppression in the nacelles have been submitted. Final shop drawings and a schedule for installation must be submitted and approved. (NFPA 1, 1.7.11)

Fire suppression systems not installed in the nacelles. (NFPA 1, 18.2.3.1.4)

No inspections were conducted on the towers or nacelles. Reports of special inspections have not been submitted. (IBC, 110.1, and Chapter 17)

An approved plan for reporting a smoke detector or fire suppression system activation in the nacelles has not been submitted. (NFPA 1, 10.7)

Provide documentation lightning protection meets the requirements of RSA 323 and NFPA 780 has been satisfied. (Saf-C 6017.01)

Provide an emergency plan meeting the requirements of NFPA 1, 10.9 (NFPA 1, 10.9.1 and NFPA 18.2.3.1.4)

O and M Building

No inspections were conducted on the O and M building during construction. The only inspection reports submitted have been for the concrete slab. Provide the remainder of special inspections reports. Provide documentation that electrical, plumbing, mechanical and structural inspections were completed. (IBC, 110.1, and Chapter 17)

Provide mechanical details on heating appliances, including gas piping and combustion air calculations (NFPA 54, 5.4.1 and 9.3)

The separation between the S-1 (garage area) and B (office area) occupancies requires a one hour fire separation. (NFPA 1, table 6.1.14.4; NFPA 101, table 6.1.14.4, NFPA 101, 38.1.2)

The emergency lighting at the exterior exits must have dual light fixtures. (NFPA 70)

The emergency lighting in the shower room is obstructed. (NFPA 70)

The wall mounted smoke detectors in the SCADA room, and records room are mounted too low. (NFPA 72, 17.7.3.2.1)

The smoke detectors in the manager's office and the conference room are too close to the HVAC diffusers. (NFPA 72 17.7.4.1)

Calculations from a mechanical engineer for the intake and exhaust louver were not provided.

The fuel tank must be protected from vehicular damage. (NFPA 30A, 4.3.7.2)

EXHIBIT B

Approved Firetrace proposal dated January 2014. The scope of coverage contained therein shall not be modified or adjusted unless preapproved in writing by the Office of the Fire Marshal.

ATTACH PROPOSAL

EXHIBIT C

Requirements of the Fire Watch

A "fire watch" is the assignment of a person or persons to an area for the express purpose of notifying the fire department, the building occupants, or both of an emergency; preventing a fire from occurring; extinguishing small fires; or protecting the public from fire or life safety dangers.

The fire watch shall be performed by a patrol on site. Each and every tower without fire suppression shall be observed during the watch. Logs of the patrol must be maintained and must include the location and time of observation of each turbine. Logs must be provided to the Fire Marshal daily via electronic mail.

The individual performing the fire watch shall immediately report directly to the local fire department any fire or fire hazard observed, before reporting to any other party, including the Facility.

The fire watch shall continue until installation of the fire suppression in each and every turbine is completed, inspected, and approved by the Fire Marshal.

The fire watch must be performed by individuals with specialty fire protection training, who, at a minimum, meet or exceed the basic forest fire fighting requirements for level one fire fighter certification. The Facility will ensure that the fire watch abides by all applicable state and federal regulations.

IBERDROLA RENEWABLES, LLC
Secretary's Certificate

I, TOAN NGUYEN, the duly elected and qualified Assistant Secretary of IBERDROLA RENEWABLES, LLC, an Oregon limited liability company (the "Company"), hereby certify the following:

1. Following is an excerpt from resolutions adopted by the Board of Directors of the Company on July 25, 2008, amending the bylaws of the Company:

"RESOLVED, that Section 4.1 of the Bylaws be and hereby is replaced in its entirety with the following:

"4.1 all officers shall be subject to a separate "Signature Authorization Policy" document established and approved by the Board of Directors."

2. Under the Signature Authorization Policy established and approved by the Board of Directors of the Company and presently in full force an effect, the persons listed below (the "Authorized Representatives") are authorized to execute and deliver on behalf of the Company the Compliance Agreement with the State of New Hampshire, Department of Safety, Office of the Fire Marshal on behalf of the Company pursuant to the authority granted in the Signature Authorization Policy.

Kevin Devlin

Scott Jacobson

IN WITNESS WHEREOF, I have hereunto set my hand the 10th day of April, 2014.



Toan Nguyen, Assistant Secretary

GROTON WIND, LLC
Member and Manager Certificate

I, TOAN NGUYEN, the duly elected and qualified Assistant Secretary of IBERDROLA RENEWABLES, LLC (the "Company") which in turn is the Sole Member and Manager of Groton Wind, LLC ("Groton Wind"), hereby certify the following:

3. Following is an excerpt from resolutions adopted by the Board of Directors of the Company on July 25, 2008, amending the bylaws of the Company:

"RESOLVED, that Section 4.1 of the Bylaws be and hereby is replaced in its entirety with the following:

"4.1 all officers shall be subject to a separate "Signature Authorization Policy" document established and approved by the Board of Directors."

4. Under the Signature Authorization Policy established and approved by the Board of Directors of the Company and presently in full force an effect, the persons listed below (the "Authorized Representatives") are authorized to execute and deliver on behalf of the Groton Wind the Compliance Agreement with the State of New Hampshire, Department of Safety, Office of the Fire Marshal on behalf of Groton Wind pursuant to the authority granted in the Signature Authorization Policy.

Kevin Devlin

Scott Jacobson

IN WITNESS WHEREOF, I have hereunto set my hand the 10th day of April, 2014.



Toan Nguyen, Assistant Secretary