

**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 21, 2014

Jane Murray, Program Assistant I
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 a Partially Assented-to Motion to Stay to be filed with reference to the above-captioned case.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Dianne H. Martin".

Dianne H. Martin
Attorney
Transportation & Construction Bureau
(603) 271-3675

DHM:mc
cc: Service List (electronic mail only)
1031362.docx

STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE

Docket No. 2010-01

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

PARTIALLY ASSENTED-TO MOTION TO STAY

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 moves the New Hampshire Site Evaluation Committee (“the Committee”) to stay the proceedings regarding the Fire Marshal’s issues, including all deadlines established in the Committee’s Procedural Order dated March 13, 2014 (hereinafter referred to as the “proceedings”). In support of this Motion, the Fire Marshal says as follows:

1. The Office of the Fire Marshal has reached a Compliance Agreement with the Applicant, Groton Wind, LLC. (*See* Notice of Compliance Agreement with Attached Compliance Agreement, filed separately and incorporated herein by reference). In the Compliance Agreement, Groton Wind, LLC and Iberdrola Renewables, LLC (hereinafter referred to jointly as “Groton Wind”) agree 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 A of the Agreement. *See id.* Said deficiencies address all of the violations contained in the Fire Marshal’s pre-filed testimony that remained outstanding at the time the Agreement was entered into.
2. In addition, in the Compliance Agreement Groton Wind has agreed to install fire suppression in each and every turbine at the wind plant located in Groton, New Hampshire.

3. As part of the Compliance Agreement, Groton Wind has agreed to shut down the O&M building and any turbine without fire suppression installed if compliance is not achieved according to the schedule set forth in the Agreement.¹ Groton Wind has agreed to submit to the jurisdiction of the Superior Court for issuance of an injunction for any breach of the Agreement. Additionally, Groton Wind has agreed to bear the full cost of bringing an enforcement action and any other action required to achieve compliance.

4. In light of these provisions, the currently scheduled proceedings before the Committee should be stayed for several reasons. First, the stated goal of both the Fire Marshal and the Committee, to ensure compliance with the codes, will be achieved when the Compliance Agreement is fully performed, rendering the proceedings unnecessary. Any time, effort, and resources invested by the Committee, Committee staff, or the Parties, in conducting the proceedings in the interim would be wasted. Therefore, conducting the proceedings at this time is not in the interest of judicial economy. Second, the Compliance Agreement addresses all of the code violations contemplated in the Committee proceeding. As a result, full performance of the Compliance Agreement would entirely resolve the issue before the Committee. Third, any conclusion reached by the Committee as a result of conducting the proceedings at this time would be premature in light of the schedule set forth in the Compliance Agreement. Finally, a stay would be beneficial because it will permit Groton Wind to focus its efforts on coming into compliance with the codes and fully performing the Agreement.

5. During the pendency of a Stay, the Office of the Fire Marshal would remain available to the Committee to provide information regarding subject matter within its jurisdiction, and to keep the Committee fully informed of Groton Wind's performance pursuant to the Agreement.

¹ See Notice of Compliance Agreement and attached Compliance Agreement for further details.

6. A good faith effort was made to obtain concurrence with the relief sought in this Motion from all the parties. As of the time this Motion was finalized, the following parties have indicated their positions: Counsel to the Public concurs; Groton Wind, LLC concurs; the Town of Rumney is not able to meet at this time to make a decision; and no other party has responded.

WHEREFORE, the Department respectfully requests that the Committee:

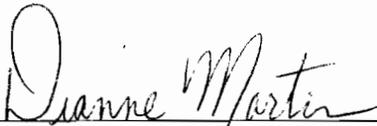
- A. Stay the Proceedings related to the Fire Marshal's issues; and
- B. Grant such further relief as it deems appropriate.

Respectfully submitted,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
OFFICE OF THE FIRE MARSHAL

By its attorneys,
ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 21, 2014



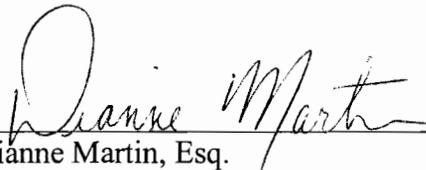
Dianne Martin (Bar. No. 15350)

Attorney

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Certificate of Service

I certify that a copy of the foregoing has, on this 21st day of April, 2014, been electronically mailed to the parties on the service list.



Dianne Martin, Esq.