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STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

November 1, 2010 - 10:13 a.m.
Public Utilities Commission
21 South Fruit Street
Suite 10
Concord, New Hampshire

DAY 1

MORNING SESSION ONLY

RE: SEC DOCKET NO. 2010-01
Application of Groton Wind, LLC,
for a Certificate of Site and
Facility for a 48 Megawatt Wind
Energy Facility in Groton,
Grafton County, New Hampshire.
(Hearing on the merits)

PRESENT:	SITE EVALUATION SUBCOMMITTEE:
Chairman Thomas B. Getz (Presiding)	N.H. Public Utilities Comm.
Robert Scott, Director	Air Resources Division - DES
Brook Dupee, Bureau Chief	Dept. of Health & Human Serv.
Richard Boisvert	N.H. Div. of Historical Res.
Stephen Perry, Chief	Inland Fisheries - N.H. F&G
Charles Hood, Administrator	Dept. of Transportation
Donald Kent, Administrator	Dept. of Resources & Econ. Dev.
Eric Steltzer	Office of Energy & Planning
Michael Harrington, Engineer	Public Utilities Commission

* * *

Counsel for the Committee: Michael Iacopino, Esq.

COURT REPORTER: STEVEN E. PATNAUDE, LCR No. 52

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ALSO PRESENT:

Counsel for the Applicant: (Groton Wind, LLC)	Susan S. Geiger, Esq. Douglas L. Patch, Esq. (Orr & Reno)
Counsel for the Public:	Peter Roth, Esq. (Sr. Asst. Atty. General) Evan Mulholland, Esq. (Asst. Atty. General) Michelle Thibodeau Spencer Culp
Reptg. the Town of Rumney:	Bernard Waugh, Esq. (Gardner, Fulton & Waugh)
Reptg. the Town of Plymouth:	John McGowan, Esq. (Donahue, Tucker & Ciandella)
Reptg. the Town of Groton:	Miles Sinclair, Selectman
Reptg. the Buttolph Group:	James Buttolph, Intervenor Cheryl Lewis, Intervenor
Reptg. the Mazur Group:	Richard Wetterer, Intervenor

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5	APPLICANT 3 Application, Volume III	premarked
6	APPLICANT 4 Application, Volume IV	premarked
7	APPLICANT 5 Supplement to Application, Volume 1A	premarked
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9	APPLICANT 6 Letter from Grafton County Commissioners (10-12-10)	premarked
10	APPLICANT 7 Agreement with Town of Rumney	premarked
11	APPLICANT 8 Aerial Map of Project Site	premarked
12	APPLICANT 9 Baker River Campground Information	premarked
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14	APPLICANT 10 Information on Plymouth Airport	premarked
15	APPLICANT 11 Topographic Viewsheds of the Baker River Campground prepared by John Hecklau in Response to Cheryl Lewis Technical Session Data Request No. 13	premarked
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18	APPLICANT 12 Cheryl Lewis Response to Public Counsel Data Request No. 5	premarked
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20	APPLICANT 13 Cheryl Lewis Response to Public Counsel Data Request No. 11	premarked
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2	EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
3	APPLICANT 15	Answers of Casino Clogston on behalf of the Town from N.H. to Applicant's First Set of Data Requests (09-22-10)	premarked
4	APPLICANT 16	Town of Rumney Selectmen's Meeting Session Minutes (10-08-10)	premarked
5	APPLICANT 17	Applicant's First Set of Data Requests propounded on Trevor Lloyd-Evans and Replies to Applicant First Set of Data Requests - Trevor Lloyd-Evans	premarked
6	APPLICANT 18	Tocci Responses to Lewis Information Request Response No. 2 (09-22-10)	premarked
7	APPLICANT 19	WHO - NNG 2009, Executive Summary p. XVII	premarked
8	APPLICANT 20	USGS Baker River Flow Data - Graph of Water Flows	premarked
9	APPLICANT 21	USGS Baker River Flow Data August 2009	premarked
10	APPLICANT 22	USGS Baker River Flow Data October 2010	premarked
11	APPLICANT 23	USGS All Years NH Average Monthly Data	premarked
12	APPLICANT 24	Epsilon Figure 1 Ambient Sound Monitoring and Groupings	premarked
13	APPLICANT 25	Michael McCann Response to Applicant's Data Requests 1-4 and 1-5	premarked
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APPLICANT 28	"A Summary and Comparison of Bird Mortality from Anthropogenic Causes with an Emphasis on Collision", by Erickson, Johnson and Young (2005)	premarked
APPLICANT 29	"Understanding Avian Vision: The Key to Using Light in Bird Management", by Blackwell (2002)	premarked
APPLICANT 30	Gravel graph showing seven years of raptor data from Pack Monadnock	premarked
APPLICANT 31	Revised Figure 3-3 (Replaces Figure 3-3 contained in Application Appendix 32, p. 21 of Stantec's 2009 Spring, Summer and Fall Avian and Bat Surveys)	premarked
APPLICANT 32	RESERVED (For copy of signed agreement with Town of Groton)	premarked
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4	PC 2	Supplemental Testimony of Gregory C. Tocci	premarked
5	PC 3	Prefiled Testimony of Trevor Lloyd-Evans	premarked
6	PC 4	First Set of Data Requests - Applicant Responses	premarked
7	PC 5	Second Set of Data Requests - Applicant Responses	premarked
10	PC 6	Third Set of Data Requests - Applicant Responses	premarked
11	PC 7	Fourth Set of Data Requests - Applicant Responses	premarked
12	PC 8	Buttolph Responses to Data Requests of Counsel for the Public	premarked
13	PC 9	Lewis Responses to Data Requests of Counsel for the Public	premarked
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15	PC 11	Spring Responses to Data Requests of Counsel for the Public	premarked
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9	Rumney 1	Agreement with Applicant	premarked
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12	Mazur 1	Philips paper	premarked
13	Mazur 2	Internoise 2007 - Istanbul, Turkey	premarked
14	Mazur 3	Vermont Bill HB 677, p. 4, 5, 6	premarked
15	Mazur 4	Wind Turbine Noise - Audiology Today, July/August 2010	premarked
16	Mazur 5	Noise Radiation, Frey, et. al	premarked
17	Mazur 6	"Wind turbine noise, annoyance and self-reported health and well-being in different living environments", Occup Environ Med, 2007 July	premarked
18	Mazur 7	"Vibroacoustic Disease Not a Fabrication", letter submitted to the Hays Daily News 07-02-07	premarked
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5	Mazur 9	Petition to Site Evaluation Committee (25 signatures)	premarked
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7	Mazur 10	Wall Street Journal: Clean Energy Giants - Iberdrola	premarked
8	Mazur 11	"Rene Taylor testimony to Town of Union (Wisc.) Planning Commission", from National Wind Watch (01-22-2009)	premarked
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12	Buttolph 1-A	"Impacts on Residential Property Values near Wind Turbines", by Ben Hoen NEWEEP Webinar	premarked
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14	Buttolph 1-B	Cape Vincent Real Estate (3 pages)	premarked
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16	Buttolph 1-C	October 1 response to Peter Roth (11 pages)	premarked
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18	Buttolph 1-D	Acoustic Ecology Institute Critique of Hoen (3 pages)	premarked
19	Buttolph 1-E	Acoustic Ecology Institute Noise Study (5 pages)	premarked
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21	Buttolph 1-F	Albert L. Wilson Critique and Professional Profile, Resume and Critique (5 pages)	premarked
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23	Buttolph 1-G	Cape Vincent Wind Turbine Economic Report (99 pages)	premarked
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Buttolph 1-H	Central Park Windfarm	premarked
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Buttolph 1-J	LeCourrier de l'ouest article "Condamne pour avoir vendu son bien sans parler du projet eolien" (24 Avril 2009)	premarked
Buttolph 1-K	Letter from McCann Appraisal to the N.H. Site Evaluation Committee, including Exhibit A and Certification (08-31-10)	premarked
Buttolph 1-L	Letter from McCann Appraisal to the N.H. Site Evaluation Committee containing responses to data requests (09-21-10)	premarked
Buttolph 1-M	Excerpts from the Final Report of the Township of Lincoln Wind Turbine Moratorium Committee (12 pages)	premarked
Buttolph 1-N	Letter from McCann Appraisal to Mr. Ben Hoen (12-14-09)	premarked
Buttolph 1-O	"Real Estate Impact Evaluation Midwest Wind Energy Proposed Walnut Ridge Wind Farm" by Michael S. McCann, CRA	premarked
Buttolph 1-P	Critique of "The Impact of Wind Power Projects on Residential Property Values in the United States: A Multi-Site Hedonic Analysis" Authors: Hoen et al, by Wayne Gulden (02-16-10)	premarked

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Buttolph 2	Webpages from the U.S. Energy Information Administration, Independent Statistics and Analysis (10-4-2010)	premarked
Buttolph 3	Excerpted pages from the Public Information Hearing held on June 28, 2010 in SEC Docket 2010-01	premarked
Buttolph 4	NREL Wind Speed Map from the website of windpoweringamerica.gov	premarked
Buttolph 5	PJM Heat Wave/Web capture	premarked
Buttolph 6	"Capacity Factor of Wind Power Realized Values vs. Estimates" by Nicolas Boccard (Oct. 2008)	premarked
Buttolph 7	NOT SUBMITTED - Duplicate (Submitted as Buttolph 28)	premarked
Buttolph 8	Letter from J. William Degnan, Director/State Fire Marshal, to Jane Murray, N.H. Dept. of Environmental Services (10-17-10)	premarked
Buttolph 9	Weekly Market Bulletin, October 20, 2010	premarked
Buttolph 10	Polar Caves Park, including brochure	premarked
Buttolph 11	National Weather Report re: flooding, October 15, 2010	premarked

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Buttolph 14	Responses by Gregory Tocci to Data Requests from James Buttolph	premarked
Buttolph 15	Letter from Gil Randell of HMANA to N.H. Site Evaluation Committee (10-25-10)	premarked
Buttolph 16	"Bird Survey Standards within the industry are not peer reviewed protocols" by Kim Van Fleet	premarked
Buttolph 17	U.S. Fish and Wildlife Service 16 USC 668-668d Bald and Golden Eagle Protection Act	premarked
Buttolph 18	2009 Avian and Bat Surveys Groton Wind Project, Groton, NH, December 2009 by Stantec	premarked
Buttolph 19	Iberdrola Corporate Avian Policy Statements	premarked
Buttolph 20	Town of Rumney Data Request No. 28 and Response by Adam Gravel	premarked
Buttolph 21	James Buttolph's response to follow-on questions from Technical Session of September 28 from the Applicant	premarked
Buttolph 22	"Rumney", by Ward Smith regarding Rock Climbing Guide to Rumney, N.H.	premarked

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Buttolph 23	Iberdrola Renewables, Inc., Financial Interests of Municipal Officers/Relatives	premarked
Buttolph 24	Prefiled Direct Testimony of James Buttolph (08-31-10)	premarked
Buttolph 25	Prefiled Direct Testimony of Cheryl Lewis (August 2010)	premarked
Buttolph 26	Prefiled Direct Testimony of Carl Spring (August 2010)	premarked
Buttolph 27	Data Requests from Intervenor Wetterer and responses from the Applicant	premarked
Buttolph 28	Data Requests from Town of Rumney and responses from the Applicant (Pages 6, 8, 9, & 10)	premarked

* * *

P R O C E E D I N G

1
2 CHAIRMAN GETZ: Okay. Good morning,
3 everyone. I will open the hearing in Site Evaluation
4 Committee Docket 2010-01, concerning the Application of
5 Groton Wind. My name is Tom Getz. I'm the Chairman of
6 the Public Utilities Commission, and I've been designated
7 as Chairman of this Subcommittee of the Site Evaluation
8 Committee.

9 Let me explain how we will proceed
10 today. I'm going to begin with some introductions of the
11 members of the Subcommittee. I will provide a summary of
12 the procedural background for the record. And, I will
13 also, as part of that procedural background, summarize
14 what took place at the prehearing conference on Friday.
15 Then, we will take appearances from the parties, which
16 just means that we'll go around the room, beginning with
17 the Applicant, so that individuals who are representing
18 each of the parties will identify themselves for the
19 record. And, you'll note that Mr. Patnaude is our court
20 reporter. So, there will be a transcript of all of the
21 proceedings. I'm sure he will remind you or I may remind
22 you that, when you're testifying or cross-examining
23 witnesses, to please speak slowly, and we would try to not
24 be speaking over one another and to speak one at a time,

1 so that he can get everything on the transcript. I know
2 that, from time to time, emotions carry us away, but that
3 makes it difficult for Mr. Patnaude.

4 So, let me turn to introductions of the
5 members of the Subcommittee. And, we'll begin on my right
6 with Mr. Steltzer.

7 MR. STELTZER: Eric Steltzer, with the
8 Office of Energy & Planning.

9 MR. PERRY: Good morning. Steve Perry,
10 I am designee for Executive Director Glenn Normandeau, New
11 Hampshire Fish & Game Department.

12 MR. DUPEE: Good morning. My name is
13 Brook Dupee. I'm here on behalf of the Department of
14 Health & Human Services.

15 DIR. SCOTT: I'm Bob Scott, with the
16 Department of Environmental Services.

17 MR. HOOD: I'm Charlie Hood, with the
18 New Hampshire Department of Transportation.

19 MR. HARRINGTON: I'm Michael Harrington,
20 New Hampshire PUC.

21 DR. KENT: Don Kent, Department of
22 Resources & Economic Development.

23 DR. BOISVERT: Richard Boisvert, New
24 Hampshire Division of Historical Resources.

1 MR. IACOPINO: Mike Iacopino, Counsel to
2 the Committee.

3 CHAIRMAN GETZ: And, I'll note that,
4 pursuant to the statute, that we can proceed as a
5 subcommittee, a subcommittee of nine has been designated.
6 All are present, so we have a quorum for today. And, let
7 me also note that, if at some time during the week a
8 member is called away for other business, then we will
9 proceed so long as we have a quorum. To the extent any
10 member of the Subcommittee is not present, if they are
11 going to participate in the final decision, then it's
12 their obligation to read the transcript from the time that
13 they were absent from the hearings. And, that's a process
14 that has been dealt with by the Supreme Court in a number
15 of cases.

16 So, with respect to procedural
17 background, on March 26, 2010, Groton Wind filed an
18 Application for a Certificate of Site and Facility for
19 Authority to Construct and Operate a Renewable Energy
20 Facility in the Town of Groton, consisting of 24 turbines,
21 each having a nameplate capacity of 2 megawatts, for a
22 total capacity of 48 megawatts. On April 26th, the
23 Application was deemed complete and accepted for purposes
24 of proceeding. On May 7, the Chairman of the Site

1 Evaluation Committee, Commissioner Burack, designated the
2 nine members of the Subcommittee, including designating me
3 as the Chairman and presiding officer.

4 On June 7, a prehearing conference was
5 held, and, as a result of that prehearing conference, a
6 procedural order was issued on June 25, which set forth
7 the schedule, culminating in the hearings beginning today.
8 A final prehearing conference was held on Friday,
9 October 29, among other things, at that prehearing
10 conference there was an agreement among the parties as to
11 the order of witnesses. And, we will begin, of course,
12 with the Applicant, who has the burden to proceed and the
13 burden of proof in this hearing. And, the first witness
14 today will be Mr. Cherian. Also was agreement as to the
15 order of cross-examination of each of the witnesses. We
16 have an exhibit list that was agreed to, premarked, and
17 has been made available to all of the parties.

18 I also want to address the issue of --
19 another issue that was taken up, and I appeared at the
20 prehearing conference to deal with the Emergency Motion to
21 Suspend the hearings that was filed on October 27. That
22 motion was denied. And, we are proceeding, as is obvious,
23 with the hearing. But there are three items that I
24 discussed on Friday that are going to need to be addressed

1 in some regard as we go through the week.

2 First of all, one issue that was set out
3 in the Motion to Suspend had to deal with project details
4 that were undefined. And, one piece of that has to do --
5 really goes to the supplemental testimony filed by
6 Mr. Cherian. And, on Pages 3 and 4 of his testimony,
7 there's a discussion about a revised interconnection plan
8 having to do with studies conducted by Public Service
9 Company as to the appropriate interconnection of the
10 system, whether it be a 34.5 or 115 kV, also mentioned
11 some issues with respect to the Beebe River Substation, a
12 study being done by the ISO-New England, and a potential
13 alternative route carrying power from the New Hampshire
14 Co-op distribution systems along Route 25. And, as those
15 issues may be addressed during the cross-examination of
16 Mr. Cherian today, we will determine what's the
17 appropriate procedure.

18 Now, there is, and I discussed this on
19 Friday, there are a range of options available to the
20 Subcommittee. If there is adequate information, if that
21 is determined to be the case by the Subcommittee, then we
22 can simply proceed. If the Subcommittee thinks the
23 information is not adequate, it has a couple of options.
24 It could ask for additional testimony. There could be an

1 additional day of hearing. The Subcommittee could
2 conclude that the Company hasn't made its case and hasn't
3 carried its burden on that issue. There could be a
4 potential for a ruling with conditions. So, there's a
5 range of options. And, the option that is selected will
6 be determined by the circumstances, by what we hear from
7 Mr. Cherian and his testimony and what's brought out in
8 cross-examination.

9 So, I deferred a ruling on Friday as to
10 that issue to wait and see what the facts are and how we
11 should proceed.

12 Another item that was brought up has to
13 deal with the fact that we received a letter from Fish &
14 Game, that they had -- were still studying the filings
15 made by the Company. And, until we see what Fish & Game
16 actually says, it's going to be -- it will be difficult
17 for us to devise what the procedural mechanism would be or
18 what the conclusion would be. Of course, there's a range
19 of things that Fish & Game could say. They could say
20 they're fine with everything or they could say that they
21 have serious problems in one or more regards, or they
22 could be proposing conditions. And, we'll have to just
23 wait and see what comes out from the Fish & Game letter.

24 The third, and we have a similar

1 situation with respect to letters filed by Division of
2 Historical Resources. Now, we have those letters, parties
3 have those letters, and my expectation is, they will be a
4 subject, a part of the cross-examination at least of
5 Dr. Luhman, and that will contribute to findings that we
6 may make on those issues, ultimately, whether the
7 Applicant has carried its burden or not.

8 And, we also had pointed out in that
9 Motion to Suspend a -- one paragraph pointed out that Mr.
10 Tocci's testimony was received on October 22nd, and that
11 was the date it was required to be received, as had been
12 established in an earlier order of the Committee. The
13 point that we discussed at the prehearing conference on
14 Friday was basically a request by Ms. Lewis to submit
15 testimony responding to Mr. Tocci's testimony on noise
16 levels. And, as I understand it, she would seek to submit
17 into the record testimony as to the effects of the noise
18 levels indicated by Mr. Tocci it would have on her
19 business. So, I also indicated on Friday that would be
20 another issue that we would have to address this week, and
21 determining whether to permit Ms. Lewis to submit
22 additional testimony on that issue.

23 So, I think that gives us the procedural
24 background we need for today. And, as we proceed, and let

1 me just talk through a couple of administrative matters,
2 for those folks who aren't familiar with our processes and
3 for the Subcommittee. We will go till approximately noon
4 today. What we need to recognize is, effectively, the
5 court reporter can go from 90 to 120 minutes at a session.
6 Though, I've been known to push Mr. Patnaude a little
7 harder than that. So, we will take a break at noon, have
8 lunch for an hour and fifteen minutes. We will come back
9 in the afternoon, go into two sessions in the afternoon,
10 and to close the hearings today by 5:00.

11 We will determine -- well, I guess, let
12 me, probably it's best to make this decision right now,
13 because tomorrow is Election Day, that we will start at
14 10:00 tomorrow as well, and then hopefully folks can take
15 care of their civic duties early in the morning, and then
16 we would go on until 5:00 tomorrow. We will determine for
17 the rest of the week, as the hearings progress, whether we
18 want to start at 9:00 in the morning, but we can discuss
19 that as we move along. So, on each day, and probably
20 numerous times during each day, we will be taking stock of
21 where we are, how are we progressing with the
22 cross-examination, and what other procedural issues might
23 arise.

24 I also note, as another procedural

1 matter, the affidavit of publication that was required in
2 this, for these hearings, has been filed. That's in the
3 record. And, I'll note that one of the first things we're
4 going to address today is the -- there is an agreement
5 between the Town of Rumney and the Applicant, I think that
6 was mentioned in the supplemental testimony, and we're
7 going to give Mr. Waugh an opportunity to speak to that
8 agreement. Then, of course, Mr. Cherian will be available
9 for cross-examination as to issues related to that
10 agreement.

11 Let me then -- let's take appearances
12 now. And, I'll try to remember if there's other issues
13 that I need to address. So, beginning with the Applicant.

14 MS. GEIGER: Yes. Good morning, Mr.
15 Chairman and members of the SEC Subcommittee. I'm Susan
16 Geiger, from the law firm of Orr & Reno. I represent the
17 Applicant, Groton Wind, LLC, together with my colleague,
18 Attorney Doug Patch.

19 CHAIRMAN GETZ: Good morning.

20 MR. WAUGH: I'm Bernard Waugh, from
21 Gardner, Fulton & Waugh, in Lebanon. I represent the Town
22 of Rumney.

23 CHAIRMAN GETZ: Good morning.

24 MR. MCGOWAN: Good morning. Attorney

1 John McGowan, with the firm of Donahue, Tucker & Ciandella
2 of Exeter, representing the Town of Plymouth.

3 CHAIRMAN GETZ: Good morning.

4 MR. WETTERER: Good morning. Richard
5 Wetterer, Intervenor, I'm from Rumney, with the Mazur
6 Group.

7 CHAIRMAN GETZ: Good morning.

8 MS. LEWIS: Good morning. Cheryl Lewis,
9 Intervenor from Rumney, with the Buttolph Group.

10 CHAIRMAN GETZ: Good morning.

11 MR. BUTTOLPH: Good morning. Jim
12 Buttolph, from the Buttolph Group, an Intervenor from
13 Rumney.

14 CHAIRMAN GETZ: Good morning.

15 MR. ROTH: Good morning, Mr. Chairman.
16 Peter Roth, as Counsel for the Public. With me this
17 morning, Michelle Thibodeau, an intern from my office, and
18 Evan Mulholland, an Assistant Attorney General from my
19 office, and Spencer Culp, an intern from our office, here
20 to observe.

21 CHAIRMAN GETZ: Good morning. All
22 right. Then, I think I've covered everything that was on
23 my checklist. Oh, one other thing is that I would note we
24 have set aside opportunity for public comment for Thursday

1 afternoon, at 2:00. And, that public comment is an
2 opportunity for individuals, who are not parties to the
3 proceeding, to make comment about their views as regards
4 the Application. So, we'll hold that time available on
5 Thursday.

6 So, before I turn to Mr. Waugh, is there
7 anything that the parties have of a procedural nature that
8 I may have missed? Mr. Buttolph.

9 MR. BUTTOLPH: Yes, Mr. Chairman. I'm
10 the designated spokesperson for our group. There may be
11 times when I won't be able to be here. And, I would hope
12 for advance permission to designate Cheryl Lewis as in my
13 stead when I'm not here.

14 CHAIRMAN GETZ: Okay. That's fine. We
15 certainly can be flexible on that issue.

16 MR. BUTTOLPH: Thank you.

17 CHAIRMAN GETZ: Thank you.

18 MR. WETTERER: The same goes for the
19 Mazur Group. I'm here today, but Dr. Mazur will be here
20 tomorrow and throughout the rest of the sessions.

21 CHAIRMAN GETZ: Okay. Thank you.

22 Mr. McGowan.

23 MR. MCGOWAN: Yes, it's the same theme.
24 There may be occasion where Attorney John Ratigan will be

1 appearing, depending on the scheduling of when our witness
2 goes on.

3 CHAIRMAN GETZ: Okay. That's fine.

4 Anything else?

5 (No verbal response)

6 CHAIRMAN GETZ: Hearing nothing, then,
7 Mr. Waugh.

8 MR. WAUGH: Thank you, Mr. Chairman.
9 May I speak from here?

10 CHAIRMAN GETZ: Please. Actually, and
11 sitting down, it would probably be --

12 MR. WAUGH: Think that would be better?

13 CHAIRMAN GETZ: -- the microphone will
14 work better and Mr. Patnaude will be able to get your
15 remarks.

16 MR. WAUGH: Thank you very much for the
17 opportunity to speak briefly at the beginning here, and
18 the opportunity that the Town has of not having to pay me
19 to attend the entire session. The exhibit that I'm
20 talking about is the Town's Exhibit Number 1, which I
21 think is also the Applicant's Exhibit Number 7, which is
22 the agreement between the Town and the Applicant. And,
23 the reason I wanted to speak briefly about this is just to
24 clarify what the Town's position is.

1 The Town's position is that this
2 agreement satisfies the official concerns of the Town of
3 Rumney with respect to this Project. It doesn't
4 necessarily mean that the Town is actively opposing or
5 supporting this Project. We are certainly aware that
6 there are citizens from Rumney who are speaking, and the
7 Town of Rumney is not actively opposing or supporting
8 their testimony.

9 Likewise, we are certainly aware that
10 the Fire Chief from the Town of Plymouth will be
11 testifying. Again, the Town is not -- of Rumney is not
12 actively supporting or opposing his testimony.

13 We are hoping that the Committee will
14 adopt this agreement as part of its order. The reason for
15 that is, not only that it makes the agreement more
16 enforceable, but also is that that is really the only way
17 that the Town can be assured that portions of this
18 agreement are not being preempted.

19 If I could just highlight a couple of
20 things that were important to the Town in this agreement.
21 First, Section 2.6 talks about "on-site burning". It's
22 important I think to note that the Town of Rumney and the
23 Town of Groton have an inter-municipal agreement, so that
24 the Town of Rumney is primarily responsible for responding

1 to emergencies at the site of this Project.

2 Section 2.10 talks about the "route of
3 the distribution power line". It was important to the
4 Selectmen in Rumney, and to some of the citizens at least
5 in Rumney, that the power line not be on Quincy Road.
6 And, the revised interconnection plan that the Applicants
7 have submitted is consistent with this portion of the
8 agreement.

9 Section 6 deals with "emergency
10 responses". And, it talks -- it says that the owner will
11 cooperate to "develop and coordinate implementation of an
12 emergency response plan for the wind farm." And,
13 Section 6.2 contains some provisions involving training.

14 Again, we think this satisfies the
15 concerns of the Town of Rumney. That doesn't necessarily
16 mean we are opposed to the testimony of the Plymouth Fire
17 Chief, it doesn't -- but we are not actively supporting
18 that testimony either.

19 Section 7 deals with public roads,
20 primarily the Groton Hollow Road, which is a road in the
21 Town of Rumney, which is the primary access to this
22 Project. And, Section 8 of the agreement also deals with
23 that to a certain degree.

24 We are -- the Town hopes that the

1 Committee will not preempt this, this aspect of the
2 agreement. The Town believes it satisfies the Town's
3 concerns. And, as I understand the law, certainly going
4 back to the Stablex versus Hooksett case, I don't -- it's
5 my opinion that the Committee really doesn't have the
6 authority to preempt the Town's control of its own roads,
7 unless it uses that control in an exclusionary way, which
8 I think you will find that this agreement does not.

9 Those are my comments, Mr. Chairman.

10 CHAIRMAN GETZ: Okay. Thank you. Now,
11 this has been made available, as I understand it, to all
12 the parties. And, I guess, to the extent that the -- the
13 Town is not proposing a witness in this proceeding, that,
14 to the extent there's questions about this, then they can
15 be addressed to Mr. Cherian about this agreement?

16 MR. WAUGH: Yes, Mr. Chairman.

17 (Atty. Geiger nodding in the
18 affirmative.)

19 CHAIRMAN GETZ: All right. Then,
20 anything else that we need to address before the Applicant
21 brings Mr. Cherian to the stand?

22 (No verbal response)

23 CHAIRMAN GETZ: Hearing nothing, then
24 you may proceed, Ms. Geiger.

1 MS. GEIGER: Thank you, Mr. Chairman.
2 The Applicant would call Edward Cherian to the witness
3 stand.

4 (Whereupon Edward J. Cherian was duly
5 sworn and cautioned by the Court
6 Reporter.)

7 EDWARD J. CHERIAN, SWORN

8 DIRECT EXAMINATION

9 BY MS. GEIGER:

10 Q. Please state your name and spell your last name for the
11 record.

12 A. My name is Edward J. Cherian, C-h-e-r-i-a-n.

13 Q. Mr. Cherian, by whom are you employed and in what
14 capacity are you employed?

15 A. I work for Iberdrola Renewables, Incorporated, and I am
16 the Development Director for New England, responsible
17 for all the development work on the Groton Wind
18 Project.

19 Q. And, are you the same Edward Cherian who submitted
20 prefiled direct testimony in this docket, which is
21 contained in Applicant's Exhibit 1?

22 A. Yes.

23 Q. And, did you also submit supplemental prefiled
24 testimony in this docket, which is contained in what's

1 been marked for identification as Applicant's Exhibit
2 5?

3 A. Yes, I did.

4 Q. And, do you have any corrections or updates to your
5 prefiled testimony?

6 A. I have two. On Page 4, near the bottom, around Line
7 19, which discusses "additional outreach activities".

8 Q. And, Mr. Cherian, excuse me. Are you referring to your
9 prefiled direct testimony or your supplemental
10 testimony?

11 A. My supplemental prefiled.

12 Q. Thank you.

13 A. Page 4, near the bottom, which discusses "additional
14 outreach activities" that have occurred since the --
15 since my original prefiled testimony. I wanted to add
16 to that that, since my supplemental prefiled testimony
17 was filed, we have had members of the Town of Rumney
18 Fire Department, Emergency Services, at the Lempster
19 Wind Project, where they performed a review of safety
20 measures in the facilities there. They were there for
21 about two or three hours. Like to add that.

22 In addition, at Page 5, Line 4, as
23 Attorney Waugh mentioned, in my supplemental prefiled
24 it says we have "reached an agreement in principle with

1 the Town of Rumney". That agreement has been signed
2 and submitted as an exhibit.

3 Q. Do you have anything further to add?

4 A. That's all I have.

5 Q. And, with the updates that you've just provided to your
6 supplemental prefiled testimony, if I were to ask you
7 all of the questions in your direct prefiled testimony,
8 as well as your supplemental prefiled testimony, under
9 oath today, would your answers be the same?

10 A. Yes, they would.

11 MS. GEIGER: Mr. Chairman, the witness
12 is available for cross-examination.

13 CHAIRMAN GETZ: Okay. Thank you. Mr.
14 Waugh?

15 MR. WAUGH: No.

16 CHAIRMAN GETZ: Mr. McGowan?

17 MR. MCGOWAN: No.

18 CHAIRMAN GETZ: And, Mr. Wetterer?

19 MR. WETTERER: I don't have any
20 questions at this time.

21 CHAIRMAN GETZ: Well, this would be the
22 opportunity to question this witness.

23 MR. WETTERER: Okay. I have a couple of
24 questions then.

CROSS-EXAMINATION

1
2 BY MR. WETTERER:

3 Q. In your testimony, I believe you said that the Project
4 is "100 percent green, renewable", is that correct, or
5 --

6 A. Are you referring to a specific part of my prefiled
7 testimony?

8 Q. I'm sorry, I don't have that in front of me now, so I'm
9 relying on my memory. In various speeches you've
10 given, you've mentioned the renewable nature of the
11 wind project. And, I have read that there is actually
12 700 gallons of petroleum oil in each turbine, which
13 could cause a fire hazard. If there were a fire in one
14 of the turbines, this could create toxic smoke and
15 flame, which would -- could harm the health of
16 residents downwind. Can you respond to that?

17 A. I think that would be a question for our safety
18 witness, Mr. Devlin, to respond to that in more detail.

19 Q. Are you required to have a bond for decommissioning of
20 the turbines and has that been completed?

21 A. We have a agreement in principle with the Town of
22 Groton that does address decommissioning. It has not
23 been finalized. When it has been signed, it will be
24 submitted for the Committee. And, we'll recommend, as

1 we join with the Town of Rumney, in recommending that
2 the agreements be made a part of a certificate, if one
3 were to be issued. So, it has not been finalized to
4 this point.

5 MR. WETTERER: I guess that completes my
6 questions at this point.

7 CHAIRMAN GETZ: Thank you.

8 Mr. Buttolph?

9 MR. BUTTOLPH: Yes. Good morning, Mr.
10 Cherian.

11 WITNESS CHERIAN: Good morning.

12 BY MR. BUTTOLPH:

13 Q. Mr. Cherian, on Page 8 of your prefiled testimony, you
14 indicate that this project will perform at "33 to
15 36 percent capacity factor". Would you please briefly
16 define for us what a "capacity factor" is and why
17 that's important?

18 A. "Capacity factor" is the net production of a wind farm
19 or any other facility. It's a function of the
20 availability of turbines, the percentage of time that
21 they're available to produce power. It's a function of
22 the amount of time at which the wind is blowing and to
23 the extent it can generate electricity. It's a
24 function of downtime for maintenance, line losses.

1 And, so, it results in what we call a "net capacity
2 factor".

3 Q. Okay. Thank you. So, would it be fair to say, for
4 example, that, if you had a 50 percent capacity factor,
5 as compared to say a 25 percent capacity factor, that
6 we could expect, with a 25 percent capacity factor,
7 half as much power coming out of the wind farm as at
8 50?

9 A. I'm not sure I understand that question.

10 Q. I guess I'm asking as to whether it would be fair to
11 say that the production from this power plant is
12 proportional to the capacity factor? In other words,
13 if you have a lower capacity factor, the proportion of
14 the amount of power that comes out at that lower
15 capacity is, well, if you have a higher capacity
16 factor, then the amount of power is that much higher
17 proportionally?

18 A. I'm sorry, I'm still not following exactly your
19 question.

20 CHAIRMAN GETZ: Well, let me, I think
21 it's pretty straightforward. His hypothetical is, if you
22 had a 50 percent capacity factor, and you were going to
23 compare that to a facility with a 25 percent capacity
24 factor, that there's a proportionality, a relationship. A

1 50 percent capacity factor is going to, at your facility,
2 with your 24 turbines, would tend to generate twice as
3 much energy as if you had a 25 percent capacity factor. I
4 hope I'm getting --

5 WITNESS CHERIAN: For a similar sized --

6 MR. BUTTOLPH: Right.

7 WITNESS CHERIAN: -- electricity
8 producing facility. Is that what you mean?

9 MR. BUTTOLPH: Yes.

10 WITNESS CHERIAN: Okay. I believe the
11 answer to that is "yes", if I understand what you're
12 asking.

13 MR. BUTTOLPH: Okay. Fair enough.

14 WITNESS CHERIAN: Let me add a little to
15 that. You know, "capacity factor" is an annual average.
16 So, that means there are times in which a wind farm will
17 produce at or close to 100 percent capacity. But, on an
18 annual average, our estimate is between 33 and 36 percent.
19 But it does vary during the course of a year.

20 MR. BUTTOLPH: Sure. Thank you.

21 BY MR. BUTTOLPH:

22 Q. In your Application, Section F, Pages 22 to 23, you
23 indicate that "[Tenney Mountain and Fletcher Mountain]
24 enjoy some of the greatest potential for...wind-

1 generated electricity in New Hampshire." Now, your
2 Lempster Application is a matter of public record. It
3 is Docket 2006-01. Page 27, you indicate the capacity
4 factor would be higher than Groton's, "37 to
5 40 percent". Why did you estimate Lempster's would be
6 higher, if Groton has the best wind in New Hampshire?

7 A. Which part in F again please?

8 Q. This is Section F, Pages 22 to 23.

9 A. I'm not sure that in here where we stated that "Groton
10 has the best wind in New Hampshire."

11 Q. Okay.

12 A. We stated that it has a "very good wind resource".

13 Q. You said -- the quote would be "enjoy some of the
14 greatest potential for...wind-generated electricity in
15 New Hampshire."

16 A. Yes. As does Lempster.

17 Q. This is in your Application for Groton.

18 A. Yes.

19 Q. So, if you've estimated "33 to 36 percent" for Groton,
20 which has "some of the greatest potential for...
21 wind-generated electricity in New Hampshire", why, in
22 Lempster, which presumably wouldn't be any greater,
23 necessarily, certainly, if anything, less, based on the
24 tone of your comments, why did you estimate that to be

1 even higher, at "37 to 40 percent"?

2 A. I'm not sure I follow. I think we've stated that it
3 has some of the greatest potential for wind power in
4 the state, and it does. That both sides do. I don't
5 think we made the statement here that "Groton had
6 better wind" or "a worst wind than Lempster." I don't
7 think that's in here, unless I'm missing something.

8 Q. Okay. So, could you tell us how the Lempster
9 production factor -- how the Webster -- Lempster
10 capacity factors have differed from the estimates that
11 you gave on Lempster?

12 A. Well, the specific data is proprietary. But I can tell
13 you that it's performed to expectations.

14 Q. So, can you explain why you would estimate Groton at a
15 lower capacity factor than what you've experienced in
16 Lempster?

17 A. Yes. Lower elevation. Much of the turbines at Groton
18 are at lower elevation than Lempster. The Lempster
19 elevation is -- ranges from 1,900 to about 2,300.
20 I believe the lower-end elevation turbines that are
21 proposed for Groton are in the 1,400 to 1,500 area. That
22 tends to correlate somewhat with the quality of the
23 wind.

24 Q. Okay. So, you would -- do I understand you to say then

1 the quality of the wind at Groton would be less than
2 Lempster perhaps?

3 A. For a turbine at 1,400 feet, compared to a turbine at
4 2,000 feet, yes.

5 Q. Okay. I'd like to draw your attention, if I may, to --
6 we have several exhibits, of course, a full package of
7 exhibits you have up there, I'm sure, from our group.
8 So, Buttolph Exhibit 6. Now, if you have that in front
9 of you, this is a study which was done by Nicolas
10 Bocard, October 2008.

11 And, I'll just read the abstract for
12 you: "For two decades, the capacity factor of wind
13 power measuring the mean energy delivered by wind
14 turbines has been assumed at 35 percent of the
15 nameplate capacity. Yet, the mean realized value for
16 Europe over the last five years is closer to 21 percent
17 thus making levelized cost 66 percent higher than
18 previously thought. We document this discrepancy and
19 offer rationalizations, emphasizing the long term
20 variations of wind speeds. We conclude with the
21 consequences of the capacity factor miscalculation..."
22 So, there's a study here.

23 I guess my question is, given the
24 concerns with estimates and the reliability of those

1 estimates in Europe, do you have any concerns with your
2 own estimating reliability here with these projects in
3 New Hampshire?

4 A. No, I do not. I think there is, without having read
5 this, there is factors that would play into this. This
6 involves projects from a number of different companies.
7 I really can't speak for other companies and how well
8 they site or evaluate wind farms or how well they
9 operate them. I can tell you that, for our projects,
10 they do very well compared to what is predicted.
11 There's a lot of meteorological analysis that goes into
12 selecting a site and proposing a project. I'm not sure
13 that that's done as rigorously for other projects. It
14 probably could be a factor why there are other wind
15 plants that have not lived up to their capacity
16 expectations.

17 Q. You have indicated that the actual production numbers
18 from Lempster are "proprietary". Do you perhaps have
19 non-proprietary information that may relate to a
20 collection of your wind farms in this country, where
21 you could perhaps talk about your estimates versus your
22 actual performance on the capacity factors?

23 A. I don't have that information.

24 Q. In your March 2010 prefiled testimony, on Page 17, you

1 state the following: "A 2 megawatt wind turbine
2 displaces nearly 3,600 tons of the carbon dioxide each
3 year...Compared to using fossil fuels, to generate the
4 same amount of electricity as a single 2 megawatt wind
5 turbine for 20 years would require burning 58,000 tons
6 of coal (a line of 10-ton trucks 22 miles long) or
7 184,000 barrels of oil. For a 24 megawatt project,
8 that equates to 700,000 tons of coal or
9 2.2 million barrels of oil over a 20 year period."
10 That was in your testimony.

11 Was it Groton Wind, LLC's intention to
12 suggest to the people of New Hampshire that this
13 particular power plant would be capable of generating
14 this level of carbon dioxide mitigation over a 20 year
15 period?

16 A. Well, what's in my testimony is for a 2 megawatt wind
17 turbine. So, the point of this is that, for a 24
18 megawatt project, half the size, what this equates to.
19 So, yes. It was our intention to compare the avoided
20 carbon dioxide emissions and use of coal and oil, in
21 order to demonstrate some of the green attributes of
22 wind power.

23 Q. In Appendix 27 of your Application, there is a study
24 there of "Comparative Air Emissions of Wind and Other

1 Fuels." Now, if somebody might want to take a minute
2 to look at that, that's fine. Now, this chart is from
3 the American Wind Energy Association. It shows that
4 coal emits 2.13 pounds of CO2 per kilowatt-hour and
5 natural gas generates 1.03 pounds per kilowatt-hour.
6 So, approximately less than half as much CO2 as coal
7 per kilowatt-hour. That's just a statement of what I
8 -- how I read your Appendix 27, you correct me if I'm
9 wrong on that. So, if you please take a look also next
10 at Buttolph Exhibit 2.

11 MR. IACOPINO: Mr. Buttolph, can I just
12 interrupt for a minute? What you're referring to is the
13 Applicant's Exhibit Number 4, which is the fourth volume
14 of the Application?

15 MR. BUTTOLPH: Yes. Is that where
16 Appendix 27 is --

17 MR. IACOPINO: And, it's Appendix 27
18 within that volume?

19 MR. BUTTOLPH: Yes, I'm sorry. I'm
20 sorry, Mr. Iacopino.

21 MR. IACOPINO: Okay. I just want to
22 make sure the record is clear.

23 MR. BUTTOLPH: Yes. I appreciate that.

24 CHAIRMAN GETZ: And, just as a general

1 matter, if you can give a couple of minutes, or not "a
2 couple of minutes", but some time for, when you cite an
3 exhibit, for the members to get a chance to catch up on
4 which documents, and then -- and also for the witness.

5 MS. GEIGER: And, also, Mr. Chairman,
6 I'm going to ask Mr. Buttolph, do you have an extra set of
7 your exhibits that I could give to Mr. Cherian? Or, in
8 the alternative, when you ask him a question about each
9 one, could you please approach him and show him what
10 you're asking?

11 MR. BUTTOLPH: Sure. And, we may have
12 another copy.

13 MS. LEWIS: I'm not sure where
14 Mr. Patnaude put --

15 CHAIRMAN GETZ: Just off the record.

16 (Brief off-the-record discussion ensued
17 regarding exhibits.)

18 CHAIRMAN GETZ: Okay. Back on the
19 record.

20 MR. BUTTOLPH: Thank you. I will do my
21 best to give everybody time to get to the proper pages.

22 WITNESS CHERIAN: What was the exhibit
23 number again?

24 BY MR. BUTTOLPH:

1 Q. This is -- okay. My exhibit, this is Buttolph 2. So,
2 you will see there is Buttolph 1, there is A, B, C, and
3 several letters down through. And, then you will find,
4 oh, it's approximately, most of this, this first part,
5 it relates to real estate, I'm going to say
6 three-quarters of the way through, two-thirds of the
7 way through, you'll see "Buttolph 2" in the upper
8 right.

9 A. Yes. I see it.

10 Q. Okay. If you take a look at that, this is a fact sheet
11 put out by the U.S. Energy Information Administration
12 for the State of New Hampshire. I'd like to direct
13 your attention to the bottom of Page 3 and the top of
14 Page 4 in this exhibit. The bottom of Page 3 shows
15 that, in New Hampshire, total net electricity
16 generation, 1,825,000 [1,829,000?] megawatt-hours. Of
17 this, none is from petroleum-fired generation; 450,000
18 is from natural gas; 282,000 is from coal-fired;
19 898,000 is from nuclear; and 189,000 remaining is from
20 hydro and other renewables. So, said differently, it
21 would be my conclusion from that is that about
22 25 percent of our power comes from natural gas,
23 approximately 15 percent from coal, and the rest is
24 from sources that emit essentially zero CO2 into the

1 atmosphere.

2 Now, let's revisit your line of trucks
3 ten miles long, filled with coal, from Page 17 of your
4 March prefiled testimony. And, again, now we're back
5 to Appendix 27 also, which suggests that coal
6 generation in the U.S., in 1997, on the average was
7 responsible for about half of the power in the United
8 States, but, again, New Hampshire is only about
9 15 percent. So, we have -- Appendix 27 is interjected
10 in here as well. Now, that's less than one-third as
11 much. Now, wouldn't this suggest, without getting into
12 too much arithmetic here, that the carbon mitigation is
13 substantially less than the numbers suggested in your
14 testimony, at best, half as much, probably less than
15 that, considering the baseload in this state is already
16 environmentally friendly?

17 A. No, I don't agree with that. The degree and the type
18 of power source that is offset when wind or other
19 renewables is producing is what can create these
20 savings. So, I don't know specifically which sources
21 would be offset when Groton Wind is producing, but
22 there's no reason that it could not be primarily coal
23 or primarily gas, and not necessarily primarily another
24 resource.

1 Q. Okay. So, it would be fair to say you certainly don't
2 have a way to know -- a way to know what the most
3 likely offset would be?

4 A. That's, you know, a function of ISO-New England and how
5 they schedule sources. There are a number of the
6 sources that are listed here for New Hampshire provide
7 electricity for other areas outside of the state.

8 Q. Yes. I understand it's a quality of electricity, it
9 can go pretty much anywhere. But, of course, this is
10 the Site Evaluation Committee in the State of New
11 Hampshire interested in accomplishing state's goals.
12 So, that's why I'm focusing on the State of New
13 Hampshire.

14 Now, the numbers that were used to
15 develop again this trainload of -- truckload of coal
16 that was from your prefiled testimony, were those
17 numbers calculated at 100 percent of production? And,
18 I'm talking about the 2 megawatts and the numbers of,
19 you know, miles long the coal train was and so forth,
20 whatever that was that you said in your prefiled
21 testimony, were those numbers calculated at 100 percent
22 production, in other words, perhaps I shouldn't say --
23 not "production", but 100 percent capacity factor?

24 A. That I don't know right offhand.

1 Q. Okay. Because, if so, if I understand capacity factors
2 properly, and if we're at 33 to 36 percent, or perhaps
3 less, if we have some concerns with those numbers, then
4 the amount of carbon mitigation would be cut yet again,
5 by another two-thirds, from what was in your prefiled
6 testimony. That's my understanding of it. Can you
7 help me with that? Am I wrong about that?

8 A. Again, I don't know right offhand how that was
9 calculated. I can get that answer back to you.

10 Q. Okay. Now, there's also been quite a bit of --

11 CHAIRMAN GETZ: Well, if we can stop
12 there. Let's hold an exhibit then for -- we'll consider
13 this an information request. And, I take the question to
14 be that, on Line 8 of Page 17 of Mr. Cherian's initial
15 testimony, what we need to know is whether that single 2
16 megawatt wind turbine was estimated at 100 percent
17 capacity factor or at a 33 to 36 percent capacity factor
18 or what -- just what the understanding was? And, so that
19 we would mark that exhibit as -- well, let's do it for the
20 Company's or the Applicant's next exhibit, which would be
21 --

22 MR. IACOPINO: Thirty-three.

23 CHAIRMAN GETZ: -- Applicant's 33.

24 (Applicant's Exhibit 33 reserved)

1 CHAIRMAN GETZ: Mr. Buttolph.

2 MR. BUTTOLPH: Thank you.

3 BY MR. BUTTOLPH:

4 Q. Mr. Cherian, let's change gears a little bit to your
5 most recent prefiled testimony, and I'm talking about
6 Page 5.

7 A. Okay.

8 Q. You state that "The Applicant stands behind the...LBNL
9 Report submitted with the Application as Appendix 37."
10 Are you certified and/or licensed as a real estate
11 appraiser?

12 A. No, I am not.

13 Q. Is there anyone who has been entered into the expert
14 witness list from the Applicant that is a certified
15 and/or licensed real estate appraiser?

16 A. Not that I'm aware of.

17 Q. On the bottom of Page 5, you state that "Based on the
18 data and analysis represented" -- or "presented",
19 excuse me, "the report found no evidence that home
20 prices surrounding wind facilities are consistently,
21 measurably and significantly affected by either the
22 view of wind facilities or the distance of [a] home to
23 those facilities." Now, there's some debate about
24 that, and my intention is not to get into that now.

1 But, my question is, of course, let's assume, for the
2 sake of argument, without agreeing, that that is true.
3 Is the Applicant -- would the Applicant be willing to
4 agree to offer the concept, if the legal processes can
5 be worked out, for a property value guarantee under
6 those conditions?

7 A. No, I don't think it's necessary. I think the
8 conclusion of the study done by the National
9 Laboratory, and it's certainly being considered as the
10 most comprehensive and complete study, is that there is
11 -- that they did not find any statistical connection
12 between location of wind farms and property values.

13 Q. Okay. And, the primary author of that study is -- was
14 he a Ben Hoen, I believe was one of the primary authors
15 of that study that is in your Application, is that
16 correct?

17 A. I think there's a number of authors that contributed to
18 it.

19 Q. Okay. I'd like to address the Committee's attention to
20 I believe it's our very first exhibit, that is Buttolph
21 1-A. So, I'll give you just a minute to find that in
22 your pile. Okay. How are we doing? I would ask you,
23 if you would, to turn -- well, first of all, let me
24 just draw your attention to what this is. This is

1 "Impacts on Residential Property Values Near Wind
2 Turbines". It was by Mr. Ben Hoen of the Lawrence
3 Berkeley National Laboratory, and a Webinar from May
4 5th, 2010. So, it is my understanding that this is the
5 same gentleman who took an active role in your
6 Application from the Lawrence Berkeley National
7 Laboratory, this study that we've been referring to,
8 the LBNL study, the same Ben Hoen.

9 I would ask you to go to Page 31 and 32.
10 And, I think we're on front and back on those. So, if
11 you're confused by that, you can see that. Now, Page
12 31, I'll just read it: "Property Value Risks Will
13 Persist Unless They Are Measured, Mitigated and
14 Managed. Increase efforts to quantify risks for those
15 living closest so as to reduce risk adverse actions,
16 and improve models and resulting regulations. Organize
17 visits to other facilities; having discussions with
18 nearby residents; model visual and audio aspects; use
19 video to better describe aesthetic impacts; improve
20 models to better predict visual and audio impacts;
21 adjust regulations and maximum sound limits to take
22 into account meteorological conditions."

23 Now, on Page 32, it says: "Property
24 Value Risks Will Persist Unless They Are Measured,

1 Mitigated and Managed." Now, in order to manage, the
2 suggestion here from Mr. Ben Hoen is to, in the first
3 bullet, to "offer some combination of neighbor
4 agreements/incentives and/or property value guarantees
5 (example, Dekalb County, Illinois) to nearby homeowners
6 as are economically tenable and legally workable."

7 So, I guess what I'm asking you is, if
8 this is the same individual who co-authored your
9 analysis, which is, as I understand it, the -- where
10 you are vesting all of your analysis with respect to
11 real estate values in this Application, and he's saying
12 that you should be considering or that the industry
13 should be considering property value guarantees, could
14 you explain why you don't agree with him?

15 A. Well, first, he was one of a number of authors of the
16 study. So, I think we should clarify that. Second, I
17 think very much that his list of mitigations, I'd argue
18 that we have done all those things. All right? Just
19 looking at his charts here that you've provided, he
20 suggests "measuring, mitigating and managing". All of
21 the mitigation measures are things that we've done for
22 Groton Wind, including offering visits to other
23 facilities, having discussions with nearby residents,
24 model visual and audio aspects. We use a very high --

1 highly regarded visual effects analysis. So, in terms
2 of adjusting regulations, we don't set regulations, but
3 sound limits, all right, are items that have been
4 discussed with the Town of Groton and that were
5 reviewed by the Committee on the Lempster Project and
6 set for that project. So, I would argue that all of
7 those mitigation measures have already been taken.
8 That's part of our process in working with local
9 communities.

10 The other point I want to return to is
11 that the study has not shown a statistical connection
12 between location of a wind farm and impact on property
13 values. You asked in the beginning whether I'm a real
14 estate appraiser, I am not. But I know well enough
15 that there's many different factors that affects
16 property values. If I were to try and sell my house
17 now, I would take a big loss, because the whole market
18 has gone soft over the last few years. You know, what
19 is that due to? It's due to a number of economic
20 factors.

21 Q. Okay. Do you happen to know whether the LBNL Report
22 includes and takes into consideration properties that
23 were unable to be sold at any price due to wind farm
24 concerns and impacts?

1 A. I don't know the answer to that. And, I think maybe it
2 might be -- I'm not sure I understand the nature of
3 your question. You're asserting properties that cannot
4 be sold solely because of location near wind farms.
5 That's your statement?

6 Q. The premise would be that the likely cause for a
7 property that was unable to be sold would be its
8 proximity to a wind turbine, yes.

9 A. I don't believe the Report said that. There's
10 properties in many places that cannot find a buyer for
11 many reasons.

12 Q. Just another point for clarity for the record, with
13 respect to the primary authors of the LBNL study, the
14 appropriate appendix that's included in your
15 Application lists the principal authors as "Ben Hoen,
16 Ryan Wiser, Peter Cappers, Ernest Orlando" from the
17 Lawrence Berkeley National Laboratory. So, those four
18 individuals. You're saying there's a whole bunch of
19 people. Okay, I'm sorry. "Ben Hoen, Ryan Wiser, and
20 Peter Cappers", "Capers" perhaps, those three
21 individuals are the primary authors, according to your
22 Application?

23 A. It lists five individuals on the cover sheet that I'm
24 looking at. And, then it has a detailed list of a

1 number of other individuals that contributed or peer
2 reviewed that report.

3 CHAIRMAN GETZ: Mr. Cherian, what are
4 you looking at? What's the cite?

5 WITNESS CHERIAN: I'm sorry. This is
6 Volume IV, Appendix 37. The cover sheet lists "Ben Hoen,
7 Ryan Wiser, Peter Cappers, Mark Thayer, and Gautam Sethi."

8 CHAIRMAN GETZ: Okay. Thank you.

9 WITNESS CHERIAN: The "Acknowledgment"
10 section, it also lists another 15 or 20 individuals,
11 including Mr. McCann.

12 BY MR. BUTTOLPH:

13 Q. Right. Yes. We recall having read, and I regret to
14 not be able to point it out, and perhaps you might be
15 able to confirm, that this study was based on a thesis
16 of Mr. Ben Hoen. We don't have that, where that citing
17 is, but, for whatever that's worth, do you happen to
18 remember that, Mr. Cherian?

19 A. I'm sorry, what is the question? Whether this --

20 Q. That this study was actually based on a Master's thesis
21 from Mr. Ben Hoen?

22 A. I don't know that. I'd look at the study, it says it
23 was prepared, sponsored by the United States
24 government, and provides details on what the purpose of

1 the study was.

2 Q. All right. So, I guess we'll move on here a little
3 bit. In your supplemental prefiled, Page 6, you
4 commented on anecdotal information regarding the Town
5 of Lempster and the lack of complaints regarding
6 property values. Is the Town of Lempster paid a PILOT
7 fee?

8 A. They are paid taxes.

9 Q. Has this decreased the residents' property tax bills,
10 and therefore providing a direct benefit to the
11 residents living there?

12 A. It certainly has provided a substantial new source of
13 tax revenue for the Town. It's over half of the Town's
14 municipal budget.

15 CHAIRMAN GETZ: Well, let me just
16 clarify for the record that, the reference to "PILOT", I
17 take it to mean a "Payment in Lieu of Taxes". So, just --

18 BY MR. BUTTOLPH:

19 Q. Have there been any property owners near the project
20 area who have been unable to sell their properties
21 during the two years the project has been operating?

22 A. Not that I know of.

23 Q. Regarding sound issues, prefiled notes that Lempster
24 has not had any complaints on sound issues. Does

1 Iberdrola have any other wind farms, in addition to
2 Lempster?

3 A. Yes, we do have other wind farms.

4 Q. Have others experienced any sound issues?

5 A. I don't have information on that. My responsibilities
6 are in New England.

7 Q. Do you know how many homes are within a two-mile radius
8 of Lempster?

9 A. No, I don't. Not offhand.

10 Q. Is the sound affected by topography and other various
11 factors in Lempster?

12 A. That's true in any area.

13 Q. Would you agree to a limit of a 5-decibel increase over
14 the ambient sound to minimize the amount of sound
15 issues that may occur?

16 A. No, I don't think it's necessary. And, I think I will
17 defer other sound questions to Mr. O'Neal, who is the
18 expert on that. I'll just mention that we have an
19 agreement with the Town of Lempster and conditions from
20 the Committee that set what the limitations are for
21 sound for Lempster. We will also have sound agreement
22 limitations with the Town of Groton that the Committee
23 will presumably consider. I think the Town that hosts
24 the facility would be the most appropriate ones to

1 determine what sound levels are or should be allowable.

2 Q. I'm going to draw your attention now, a little change
3 of gears once again, to Buttolph Number 23. Now,
4 fortunately, this is near the bottom of the pile here.
5 So, if you would go to the back and work forward, you
6 may have an easier time of finding it.

7 Now, the title on this exhibit says
8 "Iberdrola Renewables, Incorporated, Updated September
9 20th, 2010. Financial Interests of Municipal
10 Officers/Relatives in Properties Identified by
11 Iberdrola Renewables, Incorporated, for Wind Farm
12 Development within the Last 6 Years." It is my
13 understanding that the State of New York or some entity
14 associated with the State of New York required that
15 Iberdrola put this out. And, there's a listing here of
16 36 officials at your various wind farms, five of which
17 are showing to have had a nature and scope of financial
18 interest in the property of over \$1 million. When this
19 Groton wind farm is done and complete and operating,
20 are there individuals in the State of New Hampshire who
21 may appear on a similarly required chart in the State
22 of New Hampshire, after your Project is complete at the
23 point in time? Do you have agreements that would
24 result in people appearing on this chart in the State

1 of New Hampshire if the State of New Hampshire were to
2 require a similar chart as this for Groton Wind?

3 A. No.

4 Q. No. All right. I'm going to go change gears a little
5 bit again here. And, this relates to some of the
6 issues that came up on Friday. When were the
7 intervenors and Counsel for the Public notified of the
8 change in the interconnection route?

9 A. Well, we made a supplemental filing on October 12th, I
10 believe, which we included that information.

11 Q. And, when was the revised work submitted to the ISO?

12 A. If you're referring to the revised filing for the
13 queue, that was in September.

14 Q. Okay. So, I think I've read someplace, perhaps early
15 September, I believe is when --

16 A. Yes.

17 Q. So, would it be fair to say it was a month or more
18 between when the filing was made and when -- I'm sorry,
19 when the ISO submission was made and when you notified
20 the intervenors and Counsel for the Public of that, a
21 month?

22 A. It was probably around a month between when we
23 submitted paperwork to the ISO-New England, which then
24 starts to review it, determining whether to accept it,

1 and October the 12th, which is when we submitted the
2 supplemental.

3 Q. Where will the new substation be built?

4 A. That answer is not known. It's partly going to be a
5 function of what ISO-New England and Public Service New
6 Hampshire determine in their studies.

7 Q. Will any wetlands be affected?

8 A. Since the site is unknown, that would be unknown.
9 That's one of the things that PSNH is looking at at the
10 Beebe River Substation, is whether it can be expanded
11 or can accommodate some facilities.

12 Q. Do you have an approximate location where it might be
13 located?

14 A. Well, what's being looked at is, again, something that
15 is in or approximate to the Beebe River Substation.
16 Alternatively, it could be elsewhere along the 115 kV
17 line that runs between Beebe River and Ashland
18 Substation.

19 Q. Okay. So, if we were close to Beebe, for example, it
20 sounds like a likely location, are there any historical
21 homes within three miles of the viewshed of the
22 transmission lines or planned substation?

23 A. The existing transmission lines?

24 Q. The new transmission lines.

1 A. It's a distribution line.

2 Q. Distribution lines, I'm sorry for the terminology.

3 A. Well, they would go on the Co-op poles. It would be an
4 attachment to Co-op poles. So, if you're asking me
5 "are there any historic structures within range of the
6 existing Co-op poles?" I don't know the answer to
7 that.

8 Q. Okay, that's the poles. And, the other part of the
9 question was the planned substation, and recognizing,
10 you know, perhaps it's close to Beebe, we think it
11 might be close to the Beebe Substation, and we're
12 talking about 3 miles around that. So, that's a pretty
13 wide area. The question is, are there any historical
14 homes within three miles of that planned -- that
15 potential location for a substation?

16 A. Within three miles of Beebe River Substation?

17 Q. Within three miles of your likely location of this
18 substation, that is my understanding is close to Beebe.
19 So, I guess we could say "within three miles of Beebe."
20 So, let's just assume that. Are there -- let me ask
21 that question. Are there any historical homes within
22 three miles of the Beebe Substation?

23 A. I don't know.

24 Q. Bringing the -- now I've got to get my terminology

1 right, please help me here. There is transmission
2 lines and there is distribution lines. Are those the
3 two terms we're using?

4 A. Yes.

5 Q. Could you explain the difference between those two.

6 A. Well, I'm not an electrical engineer, but my
7 understanding is that normal what we call "three phase
8 power" that's in Concord or most towns is 34.5 kV.
9 Those are distribution lines. Once you step up to 69
10 kV, which we don't have in New Hampshire, so 115 kV,
11 those are transmission lines that move bulk power.
12 Typically, at substations, you have some combination of
13 transmission that brings power from Seabrook or
14 elsewhere, and then distribution that then distributes
15 that power into the local area.

16 Q. So, the smaller ones then would be distribution lines?

17 A. The smaller lines?

18 Q. Yes.

19 A. Yes.

20 Q. Yes. So, your new route, that goes -- there's a
21 location, for example, I believe there's a retail
22 outlet called the "Quonset Hut", it's on Route 25, if
23 you're familiar with that or not, I guess my question
24 is, those distribution lines, do they cross down

1 through private property?

2 A. It depends on where the Co-op or utility has their
3 poles located. Sometimes they're within public
4 right-of-ways, sometimes they have easements and place
5 poles and anchors on private property.

6 Q. Okay. So, you're saying that you -- this is all going
7 to be Co-op poles, even down through your new -- your
8 new route, coming down, say, from the Project to Route
9 25?

10 A. That portion of the route would be an easement on
11 private property.

12 Q. Okay. So, that was really my question from before.
13 So, these are going down through private property?

14 A. Yes.

15 Q. Are there any wetlands in that transmission line area
16 that we would need to be concerned with? Or, with the
17 distribution line, excuse me, to be concerned with?

18 A. That I don't have the answer to. The easements, if and
19 when they were completed, would typically allow for
20 placement of poles with a lot of flexibility, so they
21 could be routed to avoid any sensitive resources, if
22 there were any. The area is logged quite a bit
23 already, I know that.

24 Q. Probably the same answer for historical homes, I would

1 imagine?

2 A. I'm not aware of any homes on the easement areas of
3 those properties.

4 Q. Okay. Are there any endangered species that will be
5 affected by either of the lines or the substation?

6 A. Are you talking about the proposed lines from the site
7 location to Route 25?

8 Q. I'm sorry, I should have been clearer.

9 A. Or the entire length?

10 Q. Anywhere in your new route, you have, of course, you're
11 going down Route 25, you're going perhaps up to Beebe,
12 you're going to a substation. Are there any endangered
13 species that will be affected anywhere along that
14 route?

15 A. Well, the poles on Route 25 and elsewhere are owned by
16 the Co-op. So, we would be attaching to their poles,
17 to their property.

18 Q. Okay.

19 A. The answer is, I don't know if there's endangered
20 species along Route 25.

21 Q. Okay. But, of course, coming down through the private
22 property you mentioned then that you wouldn't know
23 about that either at this point?

24 A. That's correct.

1 Q. Recognizing we're citizens of Rumney, and we understand
2 Rumney is an intervenor, but I'll ask you a few -- a
3 question about benefits to the Town of Rumney, if I
4 may, or at least to the citizens of the Town of Rumney.
5 What do you believe are the long-term post construction
6 benefits to Rumney?

7 A. I think there's a number of benefits that start with
8 construction, I know your question is "post
9 construction".

10 Q. Right.

11 A. I think that Rumney and Rumney businesses will benefit
12 during construction, because there's a number of
13 businesses there, and Groton does not have a lot of
14 businesses. I think, long term, is it puts money into
15 the communities, through payments to landowners,
16 through taxes to the state and others, and that
17 benefits all of us that pay taxes. I think, if you
18 believe that using electricity that does not produce
19 emissions is better than coal-fired or other, then
20 there are environmental and social benefits to the area
21 and to the state.

22 I think that -- I know that, at
23 Lempster, there has kind of been an increase in people
24 coming by and tourists, so it could very well provide

1 some benefits in that regard as well.

2 Q. Have you factored in, in your analysis, the potential
3 job losses of local businesses due to this Project?
4 Like, for example, we have a number of campgrounds
5 within approximately two miles, already struggling
6 businesses unable to afford higher electric rates.
7 And, then, of course, Polar Caves, the historical
8 tourist attraction, that is in a close proximity,
9 subjective term "close", I understand, to the blasting,
10 which I believe you have planned. Have you factored
11 into your analysis any of those possibilities?

12 A. I've actually spoken with the Manager of Polar Caves a
13 few times, and they indicated a lot of support and
14 interest in the Project. I think, I won't speak for
15 them, but they seem to view it as a positive.

16 Q. Did they ask any questions or did you make them aware
17 of the extent of the blasting that was going to be
18 happening?

19 A. They did not ask me any questions about that.

20 Q. Bear with me, I think we've answered some of these
21 questions. I don't want to be redundant. Since Groton
22 does not have a fire department, who will be the first
23 responders for fire and medical?

24 A. Town of Rumney Fire Department is the first responder.

1 Q. Have you met with the Hebron Rescue/Ambulance?

2 A. No. But I have met with the Hebron Board of Selectmen.

3 Q. Do you think you need to meet with the Hebron Rescue
4 and Ambulance people or do you leave that up to the
5 Hebron Selectboard?

6 A. I left it up to the Selectmen. When I met with them, I
7 gave them my information, and asked that, if they
8 wanted me to meet with anyone else in the Town
9 divisions or departments, that I would do that at their
10 direction.

11 Q. You're aware that Rumney does not have a full-time fire
12 department, is that true? Are you aware of that?

13 A. I know most of the firemen or firefighters are
14 part-time, yes.

15 Q. Are you aware of who will back them up in an emergency?

16 A. My understanding is they're part of a Mutual Aid
17 Agreement, which includes 30 something towns. So,
18 there's an awful lot of backup.

19 Q. Are you aware that Plymouth -- Plymouth is the only
20 full-time local paid department?

21 A. I'm not sure how you define "local". Is that the only
22 full-time department in the Mutual Aid Agreement, is
23 that what you're stating?

24 Q. Yes. I'm not sure about that, to be honest. I'm

1 asking if you, well, if you're aware that they're the
2 only full-time paid department, and I have your answer.
3 So, thank you. Now, is there a reason that Plymouth
4 was not included in your recent training session at
5 Lempster?

6 A. We are working with the Rumney Fire Department, because
7 they're the first responder. I think we take our cues
8 from the Rumney Chief, since they're the ones that will
9 have primary responsibility. In the event that, as for
10 any emergency, they invoke mutual aid, then it brings
11 in other towns, which could be Plymouth, it could be
12 Ashland, it could be any number of 30 something towns.
13 So, as a first responder, and the one that is
14 responsible for determining what facilities or
15 equipment are necessary, and to, when they need backup
16 and when to tone other departments, working with mutual
17 aid, felt that Rumney Fire Department and Emergency
18 Services was the appropriate folks to talk with.

19 Q. Onto a cost question, will the Town of Rumney incur any
20 costs from this Project?

21 A. Not that I'm aware of.

22 Q. And, if "no", then why was the attorney for Rumney
23 raising a concern on Friday that he would "cost the
24 Town money for him being here during the proceedings"

1 in the longer day on Friday?

2 A. I'm guessing, because he's -- the Town did not want to
3 expend too much funds for having an attorney here. We
4 have agreed to reimburse the Town of Rumney for legal
5 costs, and maybe it's because he's expensive, I don't
6 know.

7 Q. Has an agreement been reached with the Town of Groton?
8 We've heard about Rumney earlier, but has there been an
9 agreement reached with the Town of Groton?

10 A. We have an agreement in principle. It has not been
11 finalized and signed.

12 Q. And, why hasn't it been finalized and signed?

13 A. We're continuing to work on a couple of provisions in
14 it.

15 Q. It's interesting, because the Town of Rumney has been
16 articulating that they're neutral in this process, but
17 we've been seeing a number of letters from the Town of
18 Groton in support of this Project. Do you have any
19 explanation as to why it's taking so much longer for
20 the Town of Groton to be signed up and under contract
21 than it was for Rumney?

22 A. I don't know that they're taking a lot longer. I mean,
23 I think both of these agreements are long term. It
24 takes a while to work them out. These are significant

1 agreements for the Towns to consider. Groton, as the
2 host community, it's probably more significant for
3 them. It's also -- Groton is a small town, and they
4 have other issues to work on. I don't expect them to
5 exclusively work with us on the town agreement. I'm
6 confident that we'll have an agreement finalized with
7 the Town of Groton.

8 MR. BUTTOLPH: I don't have any more
9 questions. Thank you.

10 CHAIRMAN GETZ: Thank you. Mr. Roth.

11 MR. ROTH: Thank you. Since
12 Mr. Buttolph did such a commendable job of his
13 cross-examination, it makes my job easier, and that's why
14 I like to go last.

15 BY MR. ROTH:

16 Q. But I wanted to start with something where -- start
17 where he left off on the Groton agreement. I have a
18 copy of it, of the unsigned document, at Appendix 5 of
19 Volume III, which is Applicant's Exhibit Number 3.

20 A. Yes, I've got it.

21 Q. This looks like a fairly comprehensive agreement. And,
22 it looks like it has the assistance of somebody's
23 attorney in writing it. It also, in my read, bears
24 some resemblance to agreements I've seen in these cases

1 in other instances. But I wanted to follow up on an
2 answer that you gave to Mr. Buttolph. And, ask you
3 which are the provisions that you're still working on?

4 A. Just about all of the agreement that is in here as
5 draft is mostly unchanged. I can tell you, frankly,
6 that the one area that we have been working to finalize
7 is on decommissioning funding.

8 Q. Decommissioning funding assurance?

9 A. That's right.

10 Q. 14.2?

11 A. Yes, in those areas.

12 Q. Okay.

13 A. And, we've been working with the Town to find a form of
14 financial assurance that the Town is comfortable with,
15 that Groton Wind is comfortable with as well.

16 Q. Okay. Can you represent to the Committee that, however
17 that gets worked out, that Paragraph 14, with scope of
18 decommissioning activities and decommissioning funding
19 assurance, and transfer of decommissioning
20 responsibility, that's 14.1, 14.2, and 14.3, will, in
21 some form, in substantial reflection of what's here now
22 be in your final agreement?

23 A. Yes.

24 Q. Okay.

1 A. And, we do intend, when it is signed, to submit it as
2 an exhibit. And, as I mentioned before, we would have
3 no objection, in fact, would support, the same as with
4 the Town of Rumney agreement, and as we've done for
5 Lempster, is to ask that it become a part of any order
6 that was issued.

7 Q. Okay. And, you're, of course, aware that your
8 competitor, Granite Reliable, also had to do a
9 decommissioning agreement and funding assurance?

10 A. Yes.

11 Q. And, that you did one of these in Lempster as well?

12 A. Yes, sir.

13 Q. Okay. And, so, you agree with me that it would be fair
14 and consistent for Groton Wind to also do a
15 decommissioning agreement and funding assurance of some
16 kind?

17 A. Yes.

18 Q. Okay. Thank you.

19 A. And, I will go one beyond that and say a
20 decommissioning funding assurance that is acceptable to
21 the Town of Groton. That's, you know, been one of the
22 issues that we've been working towards resolving.

23 Q. Okay. Thank you. And, now, you said that it was
24 mostly unchanged, except for that one, which you're

1 still working out. Are there any other provisions that
2 you're still working on?

3 A. I don't think there's anything else. I mean, there may
4 be some minor changes since this was submitted. But
5 it's primarily this Section 14.2.

6 Q. Okay. And, let me ask you, just while we're here, on
7 Paragraph 11, the "Noise Restrictions".

8 A. Yes.

9 Q. Did this "Noise Restriction" provision come out of, at
10 least with some DNA, so to speak, out of the Lempster
11 agreement?

12 A. The Groton Board of Selectmen requested that the
13 Lempster agreement be used as the basis for discussion
14 of an agreement with the Town of Groton. At their
15 request, that's what we started from.

16 Q. Okay.

17 A. And, they had accepted or revised sections as they
18 wanted to.

19 Q. Okay. All right. Now, in your exhibits, there was
20 Appendix -- or, Applicant's Exhibit 8, an aerial map of
21 the project site.

22 MR. ROTH: Susan, do you have that
23 available? You didn't do a big, like, blowup thing of it?

24 MS. GEIGER: I did. He's got it. Ed's

1 got it.

2 WITNESS CHERIAN: Do you want me to put
3 this up?

4 MR. ROTH: Yes. Somebody, maybe your --

5 CHAIRMAN GETZ: Let's just go off the
6 record, so Mr. Patnaude doesn't have to try and record all
7 this.

8 (Off the record.)

9 CHAIRMAN GETZ: Back on the record.

10 MR. ROTH: Okay.

11 BY MR. ROTH:

12 Q. In your testimony, you indicated that the Project
13 initially was considered as an 80 megawatt project,
14 correct?

15 A. I don't know the exact figure, but we had a series of
16 alternatives in the Application. We looked at a larger
17 project, yes.

18 Q. Can you indicate on that aerial photograph where the
19 additional turbines were considered to be located under
20 the larger scale project?

21 A. The other areas that we looked at, in terms of wind
22 resources, was essentially a horseshoe that come around
23 like this [indicating], which is west of the current
24 project location. Continues along this Fletcher ridge,

1 if you can see, well, there's a high elevation here
2 that wraps around in a horseshoe.

3 Q. Okay. So, you would have placed an additional number
4 of turbines in that location?

5 A. That was one alternative we looked at.

6 Q. Okay. Do you still have rights or options for any of
7 that land?

8 A. No. And, we did not for most of it, --

9 Q. Okay.

10 A. -- to start with. That's one of the reasons that it
11 was not carried forward.

12 Q. Are there any other areas on that map or that photo
13 where you do have rights or options available to you
14 for additional project resources?

15 A. No.

16 Q. Okay. If you needed to move a half a dozen turbines
17 further away from Route 25, is there any flexibility
18 for you to do that with the land and wind resource that
19 you have there?

20 A. There is not. There is a minimum separation distance
21 between turbines. So, for example, moving turbines
22 from the northern end of the string down would just --
23 starts to remove some. In addition, those on the
24 Fletcher string are already at low elevation, and there

1 is minimum separation distances between those turbines
2 as well. Given the topography of the site and the wind
3 resources, it's -- there's not a lot of flexibility.
4 In flatland areas, there is a lot more flexibility on
5 where turbines are placed.

6 Q. With respect to Fletcher Mountain, you said that you
7 were not able to obtain leases for that, for that
8 property? Was that your testimony a minute ago?

9 A. Well, we were either not able to obtain or did not seek
10 to obtain.

11 Q. Okay. And, that was based on the wind resource?

12 A. It was based on a number of things. Constructability,
13 some of those areas are very difficult to get to, and
14 we were not convinced that we could construct roads.
15 It would be -- the grades would be too steep. In some
16 cases, it was a function of how much power we thought
17 we could be able to distribute from this location.
18 And, I think others, there was landowners that had
19 approached us, but, you know, either the terms were not
20 favorable or the access was too difficult. I think we
21 discuss in the Application that, if we had proposed to,
22 as it were, build out the whole horseshoe, we would
23 have needed at least one and maybe two more access
24 roads. And, the cost to build would have gone up

1 substantially. So, there was some economic factors in
2 there as well.

3 Q. Okay. Now, I want to turn your attention to the Town
4 of Rumney's Exhibit Number 1. Do you have that?

5 A. Yes.

6 Q. Okay. Now, you may recall that I asked you at the
7 public meeting, at least I recall it, whether you were
8 going -- whether the Project was going to need to widen
9 or otherwise improve the public portion of Groton
10 Hollow Road, in order to get your equipment down, and
11 your construction equipment and the turbines and cranes
12 and the like, do you remember that?

13 A. Yes.

14 Q. And, you answered, as I recall, that you were not going
15 to have to do any improvements or widening or anything
16 to Groton Hollow Road. Is that --

17 A. That's correct.

18 Q. Is that your recollection as well?

19 A. Yes.

20 Q. Now, look at Paragraph 7 of the Rumney agreement. And,
21 in particular, I'm looking at Paragraph 7.5. And, here
22 it says, and this is good: "Construction and repair
23 work on Groton Hollow Road shall not result in the
24 widening of the existing traveled way of said road;

1 provided, however, that the Town may authorize such
2 temporary measures as may be reasonably necessary to
3 enable the passage of wide loads, so long as the
4 existing condition of the road is restored subsequent
5 to the construction period." That's what it says,
6 correct?

7 A. Yes.

8 Q. Now, can you tell me what "temporary measures" you have
9 in mind with that -- with that paragraph and that
10 provision?

11 A. We don't have any temporary measures in mind. This was
12 a provision that, to my recollection, was added by the
13 Town of Rumney, not by Groton Wind. Theoretically
14 speaking, things that you might do temporarily, like we
15 did at Lempster, was, on a sharp corner, is having a
16 temporary gravel fill that is then removed. You know,
17 some smoothing work on the road. I'm not sure what
18 else. But there are no temporary measures that we
19 believe will be necessary.

20 Q. So, if there were a gravel fill on a sharp corner,
21 would that result in "widening of the existing traveled
22 way of the road"?

23 A. Well, I think, under the provisions of the Agreement,
24 the Town may authorize temporary measures, as long as

1 the existing condition is restored. That's the way
2 they're describing it.

3 Q. Okay. But does the -- would that include widening the
4 road, on a temporary basis?

5 A. I guess, if we wanted to temporarily widen the road, we
6 would have to ask the Town and see whether they would
7 agree to it under this provision.

8 Q. Okay.

9 A. But it's really not up to me, so much as the Town of
10 Rumney, on how they would do that.

11 Q. And, what about removing trees? Would a "temporary
12 measure" include removing a tree or groups of trees?

13 A. Not to my knowledge.

14 Q. Okay. So, you can commit that there won't be any tree
15 removal as a temporary measure?

16 A. Not that we plan on.

17 Q. And, "restoring the existing condition of the road
18 subsequent to the construction period", would you
19 envision that, if a tree were removed, it would then be
20 replanted?

21 A. Again, we have no plans to remove any trees. It's not
22 our road anyway. So, it would be up to the Town of
23 Rumney.

24 Q. So, the Town would have to remove the trees?

1 A. Well, the Town would have the approval, it's their
2 right-of-way.

3 Q. Okay. But, if you ask them, you would expect and hope
4 that they would approve, correct?

5 A. Yes.

6 Q. Okay. And, so, at this point, you're still saying that
7 you're not expecting to remove any trees or widen the
8 road in any way?

9 A. That's right.

10 Q. That's good. Thank you. Now, Mr. Buttolph asked you a
11 number of questions about the change in the
12 interconnection route. How long are you expecting the
13 115 kilovolt line to be?

14 A. Probably on the range of 200 feet or less.

15 Q. Two hundred feet or less, okay. And, what does a 115
16 kilovolt line look like?

17 A. Typically, they're on H poles, we call "H poles". We
18 see them, they run just on the other side of the river
19 here from Concord. They're larger than typical poles
20 that are running along the roadways. I don't know the
21 actual heights.

22 Q. And, how big is the wire, the conductor itself?

23 A. What conductor size is it?

24 Q. Yes. If you had to sort of, using your hand, you know,

1 is it as big as a baseball, big as a basketball? I
2 don't know, you tell me.

3 A. I don't know right offhand what the wire size is.

4 Q. And, when you did your Feasibility Study, there were
5 six alternatives that were analyzed, but not the one
6 that's being proposed?

7 A. Well, there are a couple of Feasibility Studies. There
8 was an initial Feasibility Study that was completed in
9 2008, which looked at 230 kV, 115 kV, and 34.5. We
10 then went ahead and focused on the 34.5 kV options.
11 And, there were five options, I believe, that came out
12 of that, that were presented by Public Service New
13 Hampshire. Subsequent to that, they had recommended or
14 had some, I guess, later concerns about interconnecting
15 48 megawatts at 34.5.

16 Q. Okay. I don't want you to go there. I just want to
17 figure out that whether -- there were six alternatives,
18 and the one that you're now proposing, at least in the
19 initial Feasibility Study, was not among them, is that
20 correct?

21 A. Not really. I mean, the 115 kV interconnect was
22 originally studied in the first Feasibility Study in
23 2008. In this exact configuration, no.

24 Q. Okay.

1 A. That's why you revise the Feasibility Study. This will
2 be the second or third one that's been done.

3 Q. Okay. Now, along Route 25, do you expect that -- I
4 guess you said it was the Co-op that owns that route?

5 A. Yes.

6 Q. Are they going to have to install new poles and wire
7 along that, along Route 25?

8 A. I would expect that, in some areas, they will. Some of
9 them are very old. Other parts of Route 25 have been
10 rebuilt with new three phase lines recently, and it may
11 not be required.

12 Q. Okay. And, will they expect you to pay for that?

13 A. Yes.

14 Q. And, do you have an estimate for how much that's going
15 to cost you?

16 A. I don't.

17 Q. Okay. And, isn't it true that you haven't had any of
18 your consultants do any analysis or reports or
19 testimony that analyze the environmental impacts from
20 the line down to Route 25?

21 A. Talking about the line from the sites down to Route 25?

22 Q. That's correct.

23 A. We have not done detailed environmental analysis of
24 that area.

1 Q. Okay. So, without that, isn't it true that we really
2 don't know what the impact on wetlands and wildlife
3 might be in that area?

4 A. Well, I think you have to put it in perspective. I
5 mean, we're talking about, you know, maybe 20 poles or
6 so. Also, the reason for doing that, changing that,
7 was not something that we wanted to do. This was at
8 the request of the Town of Rumney.

9 Q. That wasn't my question. I didn't ask you why you did
10 it. But the question is, isn't it true that we don't
11 know what the environmental impact might be on that
12 route through the woods, correct?

13 A. Well, we don't know if there are going to be any
14 wetland impacts.

15 Q. Okay. And, wildlife impacts as well. We don't know
16 whether there are going to be any wildlife impacts in
17 there either, do we?

18 A. From setting 20 poles or so, no, we don't know that.

19 Q. Okay. And, the same goes for the route along Route 25,
20 to the extent that the Co-op has to modify, put in new
21 poles, supports, whatever, we don't know what any of
22 those impacts might be on wetlands or wildlife at this
23 point, do we?

24 A. That would be the Co-op that does that, so --

1 Q. Okay. But we don't know what the impact is, do we?

2 A. I don't know what they are.

3 Q. Okay.

4 A. The Co-op does the licensing and permitting for their
5 own poles.

6 Q. And, we also don't know anything about the visual
7 impacts of your new line through the woods, from the
8 site down to Route 25, do we?

9 A. Well, I think we know enough to know that they're well
10 below the tree canopy.

11 Q. Okay. But you haven't asked your consultants to do any
12 visual impact analysis of that line, have you?

13 A. Well, we also did not do visual impact analysis of the
14 poles on the site.

15 Q. Yes, I'm aware of that, and we'll get to that, your
16 visual impact analysis. But, at this point, you
17 haven't done any visual impact analysis of the route
18 from the Project down to Route 25?

19 A. No, we haven't.

20 Q. Okay. And, you haven't done any visual impact analysis
21 of any changes to the lines and poles along Route 25
22 and up to Campton, correct?

23 A. They're not our poles.

24 Q. Okay. And, since we don't know where the 115 kV line

1 and the substation are going to be, we don't know about
2 any of the impacts that those things may have either,
3 do we?

4 A. Not at this time.

5 Q. Okay.

6 A. We are looking at the Beebe River Substation, and
7 awaiting a PSNH study of whether that facility can
8 accommodate some of the improvements.

9 Q. Now, the equipment you're installing to do the step-up
10 over -- I guess that's up in Campton, right?

11 A. It may be in Campton.

12 Q. Okay. It could be somewhere else?

13 A. Yes, it could be somewhere else.

14 Q. And, is that where the 200 foot stretch of 115 is going
15 to be?

16 A. Yes.

17 Q. If it's somewhere else, is that 115 kV stretch going to
18 be longer than 200 feet?

19 A. No.

20 Q. Okay. So, if it's not in Campton, it's still only
21 going to be 200 feet long?

22 A. Yes.

23 Q. Okay. Can you explain how you do that?

24 A. The 115 kV line runs north/south between Beebe River

1 and Ashland, and elsewhere.

2 Q. So, you just tap into that line somewhere?

3 A. That's right.

4 Q. Okay.

5 A. If PSNH determined that there was inadequate room at
6 Beebe River to host all of the facilities, then it
7 could then be located elsewhere along, next to that 115
8 kV right-of-way.

9 Q. Okay. If you install this new interconnection, which
10 includes the 115 kV step-up, is that equipment -- would
11 that equipment be useful to you in the future, if you
12 wanted to expand this Project or add another project?

13 A. But we wouldn't own it. PSNH is going to own most or
14 all of this.

15 Q. Okay. But it's going to be there, correct?

16 A. Yes, but we won't own it.

17 Q. I didn't ask whether you are going to own it. I just
18 asked if it would be useful to you in the future, if
19 you wanted to expand the Project or put in another one?

20 A. Not that I'm aware of.

21 Q. Okay. Now, I understand from I guess it was -- it was
22 either the motion or the objection that was filed, and
23 you can correct me if I'm wrong, that the commercial
24 operation commencement date is now scheduled for 2012,

1 is that correct?

2 A. That's what we filed with the ISO-New England in the
3 revised interconnection request.

4 Q. Okay. And, in your Application, what was your
5 commercial operation date?

6 A. In the previous Application, we had proposed a end of
7 2011 commercial operation date.

8 Q. And, do you know what time of 2012, what date, season,
9 portion, quarter?

10 A. I think we have October 2012 is what's call an "Initial
11 Synchronization Date".

12 Q. And, is that the commencement of commercial operation?

13 A. On or about.

14 Q. So, from the Initial Synchronization Date, how long do
15 you expect it would take to go to commercial operation,
16 assuming everything goes well?

17 A. I don't have the answer to that. It's part of the
18 commissioning process and working with ISO-New England
19 and the utility.

20 Q. What's a typical time frame?

21 A. Could be a month or two.

22 Q. So, it could actually be -- it could go until 2013 to
23 go to commercial operation, correct?

24 A. Doubtful.

1 Q. But possible?

2 A. Yes, possible.

3 Q. Okay. And, especially if you don't get things worked
4 out with DHR?

5 A. (Witness nodding in the affirmative.)

6 Q. Is that a "yes"?

7 A. I'm not saying -- are you saying that you think the
8 Project will not be completed until 2013?

9 Q. To go commercial operation by -- it could go to
10 commercial operation as late as 2013, correct?

11 A. Well, I mean, theoretically, it could be any date.
12 But, you know, our plans are to have it in operation,
13 you know, by October of 2012. If you're asking about
14 "why the change?" Well, we've had to --

15 Q. I didn't ask "why the change?" I'm just suggesting,
16 it's possible that it could -- your commercial
17 operation date could move to as late as early 2013?

18 A. That's your suggestion. I don't think that's likely.

19 Q. You don't think it's likely, but do you agree that it's
20 possible?

21 A. It is theoretically possible, yes.

22 Q. Okay. Now, the Project retained Professor Gittell and
23 Magnusson to write a report, correct?

24 A. Yes.

1 Q. And, none of those -- neither of those professors were
2 made available during any tech sessions or -- nor did
3 anybody provide them any data requests, correct?

4 A. That's correct.

5 Q. Okay. And, they're not testifying, they haven't
6 provided any testimony in this proceeding, correct?

7 A. That's correct.

8 Q. Okay. And, did you consult with them on the change in
9 date for the commercial operation?

10 A. No, I did not.

11 Q. Okay. Now, do you have any credentials of your own to
12 conduct economic analysis or a statistical analysis?

13 A. No, I don't.

14 Q. So, isn't it true that you have no way of evaluating
15 whether Professor Gittell or Professor Magnusson
16 followed acceptable economic or statistical methods?
17 You don't have any way to evaluate that, do you?

18 A. Well, my only basis for evaluating that is by their
19 reputation and experience, and having done that for
20 many years.

21 Q. Okay. But you personally don't know enough about
22 economic analysis or statistical analysis to conclude
23 for us that the way they conducted their study, which
24 nobody has the ability to cross-examine, was done

1 correctly, correct?

2 A. I don't -- personally have not reviewed their methods
3 and modeling, no.

4 Q. Okay. And, the Gittell study hasn't been
5 peer-reviewed, has it?

6 A. I don't believe so, no.

7 Q. Okay. And, how much did you pay Professor Gittell to
8 do that study?

9 A. I don't recall. I'd have to look that up.

10 Q. Okay. Was it \$100,000?

11 A. I don't remember how much it was.

12 Q. You have no memory whatsoever on how much you paid him?

13 A. I do not. I have many contractors.

14 Q. Okay.

15 A. I can look that up. We can take that as an action and
16 find out that number. That would be easy for me to
17 find out.

18 Q. Thank you.

19 CHAIRMAN GETZ: Well, then, let's hold
20 Exhibit 34 of the Applicant for the answer to that
21 question.

22 (Applicant Exhibit 34 reserved.)

23 BY MR. ROTH:

24 Q. Do you expect that the Project is going to qualify for

1 an Investment Tax Credit?

2 A. That's uncertain. That expires this year, I believe,
3 as far as beginning construction, which we, of course,
4 don't expect to do. There are other provisions, to my
5 limited knowledge of the regulations, that allows some
6 projects to retain eligibility. So, that Investment
7 Tax Credit grant expires at the end of 2010 for
8 obtaining eligibility, and I think it runs through 2012
9 or '13 for completion of work. So, my short answer is
10 "I'm not sure."

11 Q. Do you hope it will?

12 A. Yes.

13 Q. Now, if you get a certificate from the Committee in the
14 time that you wish to, obviously, before the end of
15 this year, and well before the end of this year, is
16 there anything that you can do that will qualify you
17 for the ITC?

18 A. My understanding is that, if there are certain
19 financial commitments made, binding purchase agreements
20 for turbines, things like that, that add up to a
21 certain percentage of the project, that you can then
22 qualify in that regard.

23 Q. Okay. And, as I understand it from your testimony, I
24 believe it was your testimony, you can correct me if

1 I'm wrong about that, Iberdrola Renewables has sort of
2 a standing agreement with Gamesa, correct, to purchase
3 turbines, isn't that correct?

4 A. We have agreements with a number of turbine
5 manufacturers.

6 Q. But you're using Gamesa turbines in this Project?

7 A. We are proposing Gamesa turbines in this Project.

8 Q. And, is it true that Iberdrola Renewables has a
9 standing agreement with Gamesa for purchase of Gamesa
10 turbines?

11 A. We have an agreement to purchase turbines, numbers of
12 turbines, as we do with GE and Suzlon and Mitsubishi.

13 Q. Okay.

14 A. I'm not sure what you mean by "standing agreement".
15 Each --

16 Q. A turbine supply agreement.

17 A. Yes. We have turbine supply agreements with a number
18 of companies, including Gamesa.

19 Q. And, you could simply invoke a provision of that
20 turbine supply agreement the day after the Committee
21 signs its order, correct?

22 A. I'm not sure what you mean by "invoke"?

23 Q. Complete the order.

24 A. Place an order?

1 Q. Complete the order.

2 A. Not to my knowledge, because turbine supply agreements
3 cover delivery of components at a certain quarter in
4 the future. And, they are typically combined, for us,
5 a number of projects at once. We would not order 24
6 turbines in one order. We might order 100 turbines for
7 multiple projects for 2011 or 2012.

8 Q. Well, I'm just trying to understand how this -- how
9 purchasing turbines is going to qualify you for the ITC
10 before the end of this year. How does that work in
11 this case?

12 A. I really have limited knowledge of that. I can tell
13 you what little I know. But there's -- the regulations
14 are complicated, and I don't pretend to understand
15 them. It's not my role to qualify the Project or
16 attempt to. What I have read indicates that, if you
17 make a binding purchase agreement, which means there is
18 not a refundable aspect to it, which there usually is,
19 and a certain percentage of those funds are deposited
20 for a turbine purchase, for a specific project, then,
21 in some cases, that can qualify a project, because it's
22 a commitment of funds that cannot be undone.

23 Q. Okay. And, so, still again, how does that translate
24 into qualifying for the ITC before the end of this year

1 for this Project?

2 A. That's the way the regulations work, as I understand
3 it, is there is different ways to qualify. One would
4 be to make a commitment on turbines, the other is
5 there's a series of different requirements on what type
6 of work has been done, some of which is actual dirt
7 moving, some of which is analytical engineering.

8 Are you asking how would we, where we
9 sit today, qualify for the ITC?

10 Q. Yes, that's correct. I'm trying to understand that.

11 A. The only way that I understand is to make a purchase
12 agreement on turbines before the end of the year.

13 Q. Okay. And, if you did that, how much would you expect
14 the Project would garner from the ITC?

15 A. I don't know that either. My understanding is it's a
16 way to monetize the Production Tax Credit. So, it's a
17 choice of either/or; either production tax credits that
18 are spread over ten years or the Investment Tax Credit
19 grant, which it receives I think at commercial
20 operation.

21 Q. Right. I understand that. But I'm just trying to
22 understand what you think is going to be the net result
23 of that, in terms of money coming on the ITC for the
24 Project?

1 A. I don't know.

2 CHAIRMAN GETZ: Is that something
3 Mr. Mihalik can testify to?

4 WITNESS CHERIAN: That would probably be
5 a good question for Mr. Mihalik.

6 MR. ROTH: Okay. Thank you.

7 WITNESS CHERIAN: I should have deferred
8 right away, because I'm in the deep weeds on those
9 questions.

10 MR. ROTH: I noticed that. I was
11 enjoying that.

12 WITNESS CHERIAN: Thank you. I'm here
13 to entertain you.

14 BY MR. ROTH:

15 Q. Now, when we toured the area back in June, there were a
16 significant number of signs protesting the Project.
17 Are there fewer of them out there now or more?

18 A. I don't know if I would share that characterization, I
19 think. There's no signs out there that I've seen, and
20 I'm there on a regular basis.

21 Q. Okay.

22 A. I think it was for that particular day, you know, some
23 people put out some signs.

24 Q. Okay. Would you conclude, by the absence of signs

1 then, that you have greater public support for the
2 Project in the communities or less or about the same?
3 Do you have a sense of that?

4 A. Greater than in June?

5 Q. Yes.

6 A. I don't know if it's either way. I think that, you
7 know, there are folks on Groton Hollow Road and folks
8 in Rumney, as you know, that are very opposed to the
9 Project. There are also folks that are very much in
10 favor of the Project, including some that live very
11 close to the Project location and on Groton Hollow
12 Road. I think what we've endeavored to do is have a
13 lot of meetings and engage people in a lot of
14 questions. I don't know that it's changed minds for
15 people that have made up their minds whether they
16 support the Project or not. But we've at least
17 provided opportunities to discuss concerns and issues.

18 Q. Okay.

19 A. Overall, I think we have broad support in Groton, and I
20 think we have pretty broad support in Rumney.

21 Q. Okay. Moving to a completely different subject matter.
22 You stated in your testimony that "cleared areas will
23 be [allowed to] re-vegetate", that was on Page 12, I
24 believe, of your initial testimony. Can you provide

1 some more detail on what you mean by that?

2 A. Well, typically, when building access roads, you have
3 grubblings and spoils, grubblings, which is basically
4 loam and stumps in some cases, so those areas are
5 restored and re-vegetated after the project is
6 completed.

7 Q. Which areas again?

8 A. These are areas along the side of the access road or
9 areas near temporary staging, for example, or staging
10 areas.

11 Q. So, along the access road, you've cut trees and removed
12 stumps and the like, correct?

13 A. Yes.

14 Q. And, that process continues so that you can construct
15 the road and the cuts and fills necessary to have the
16 road work on an engineering basis, correct?

17 A. Yes.

18 Q. And, is it your testimony that, throughout the length
19 of the access road, clearings made to accommodate that
20 process, and I assume to accommodate the turning of the
21 large pieces of equipment, those areas will be allowed
22 to re-vegetate along the entire length of the road?

23 A. Well, I'm going to refer you to our detailed plans,
24 which describe the extent of any soil disturbance.

1 And, I think have some details on what is re-vegetated
2 and brought in. I think the more significant portions
3 of that are along the crane access roads, which are
4 quite a bit wider to accommodate the width of the crane
5 tracks, but, after that point, are re-vegetated to a
6 much more narrow road.

7 Q. Okay. Is there going to be an active process to do
8 that or is it simply going to be whatever naturally
9 grows back will be allowed to grow back?

10 A. It will be active, and it's directed in some detail by
11 the DES permit conditions, down to the level of what
12 kind of seed mixes are used, and it has to be confirmed
13 in follow-up years that the seed has taken hold.

14 Q. Now, are you familiar with the certificate that was
15 given to your competitor, Granite Reliable?

16 A. I have not read it.

17 Q. Okay. Would you be surprised to learn that there is
18 actually a condition imposed by the Committee that
19 provides that, "upon completion of construction areas
20 above [a certain] elevation will be revegetated in
21 accordance with a plan developed by the Applicant in
22 consultation with New Hampshire Fish & Game. This plan
23 will address reestablishment of endemic species,
24 including spruce and fir, within the restored

1 right-of-way. The plan will include provisions for
2 planting of seedlings and application of organic matter
3 to best support a successful restoration effort." Does
4 that sound familiar to you at all?

5 A. Again, I have not read it. My limited understanding of
6 that project is that it was in high elevation areas,
7 where there was some sensitivity on the impacts of
8 alpine environments 2,700 feet or above.

9 Q. Given that this was required in that case, as well as
10 in this case, apparently, by DES, would you -- would
11 the Applicant agree to a condition similar to the one
12 that was imposed upon a competitor, if DES --

13 A. Well, I think --

14 Q. Sorry. Consistent with whatever DES is going to
15 require in the permit?

16 A. Without having read the certificate you referred to, I
17 think most of those conditions, the details of those,
18 are unnecessary for this project. They were, to my
19 knowledge, imposed because it was a high elevation
20 sensitive area. This is lower elevation. It is
21 habitat that is not unique in that regard. It is
22 logged pretty substantially.

23 Q. Can I just interrupt you, because that's not the
24 question I asked you was, which is "whether you think

1 it's necessary?" But the question was, "are you
2 willing to agree to a condition similar to that?" And,
3 if the answer is "no", then just say "no", that's okay.

4 A. Well, I don't -- without having seen a condition that's
5 being proposed, it's a little bit difficult to give you
6 a clear answer on that.

7 Q. Okay.

8 A. If you're saying, "would we agree with a condition as
9 you just read it?" I would say "no". I don't think
10 it's necessary.

11 Q. Okay. Thank you. The last question I have, this goes
12 back to -- we'll start where we -- we'll finish where
13 we began, which was Mr. Buttolph's questioning, and
14 this concept of a "property value guarantee". Are you
15 familiar with that concept and with that mechanism?

16 A. I am -- I've heard the concept. I'm not familiar with
17 the mechanism in detail.

18 Q. So, you have extensive experience in siting alternative
19 energy facilities and, in particular, wind farms, and
20 you just have -- you just heard of it? You haven't --
21 you're not curious enough to sort of do research on it?

22 A. It's never, to my knowledge, been requested or been
23 considered as necessary by any local or state agency
24 that I've ever worked with.

1 Q. Okay. So, you've never had one in your experience. Do
2 you know whether Iberdrola Renewables, in its other
3 projects, has agreed to them?

4 A. Not to my knowledge.

5 Q. Okay. Or had one imposed upon them?

6 A. Not to my knowledge.

7 MR. ROTH: Okay. That's all. That's
8 all I have. Thank you.

9 CHAIRMAN GETZ: Okay. Thank you,
10 Mr. Roth. Then, what we'll do at this time is take the
11 lunch recess. We will resume at 1:30, and we'll turn to
12 questions from the Subcommittee. So, thank you.

13 (Whereupon the Day 1 Morning Session
14 recessed for lunch at 12:08 p.m. The
15 Day 1 Afternoon Session to resume
16 under separate cover so designated.)

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**GROTON WIND, LLC - November 1, 2010
{SEC 2010-01} DAY 1 MORNING SESSION**

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