

**TOWN OF RUMNEY
OFFICE OF THE SELECTMEN
79 Depot Street, P.O. Box 220
Rumney, NH 03266
603-786-9511
rumneysel@roadrunner.com
www.rumnevnh.org**

February 11, 2013

Department of Environmental Services
Site Evaluation Committee
Thomas S. Burack, Chairman
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Iberdrola Renewables
Kevin Devlin, VP of Operations
c/o Rebecca Starr
2 Radner Corp. Ctr, Ste 200, 100 Matsonford Rd
Radnor, PA 19087

Re: Groton Wind Farm, LLC – Groton and Rumney Agreements/Plowing & Sanding Roads

Dear Commissioner Burack, Committee Members and Vice President Devlin,

The Town of Rumney sent a letter dated December 31, 2012 to the Site Evaluation Committee expressing some concerns we had with Groton Wind and their decision not to plow, sand and maintain the access roads throughout the wind farm.

As stated in our December 31, 2012 letter:

“The maintenance of these roads is extremely important to the Town of Rumney as we are responsible for fire and emergency medical coverage to that part of Groton per a contract we have with them as well as what is outlined in Groton Wind’s original application to the SEC and in the agreement between Groton Wind, LLC and the Town of Groton:

Section 8.2 Wind Farm Access Roads

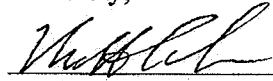
8.2.1 The Owner shall construct and maintain roads at the Wind Farm that allow for year-round access to each Wind Turbine at a level that permits passage and turnaround of emergency response vehicles.

As of today, six weeks later, the roads remain unplowed and unfit for emergency vehicles to respond should there be an emergency. We expect Groton Wind, LLC to honor their agreements. We have included with this letter a copy of the agreement between Groton Wind, LLC and the Town of Groton as well as Rumney’s agreements with Groton for emergency services.

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We respectfully appreciate your review of this matter and the attention it deserves.

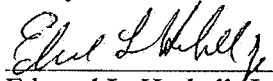
Sincerely,



Mark H. Andrew, Chairman

Recused

Cheryl L. Lewis



Edward L. Haskell, Jr.

encs

cc: R.Haley; Town of Groton; E Cherian; B. Waugh

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

1. Definitions

- 1.1. "Agreement" - This agreement between the Town of Groton, New Hampshire and Groton Wind LLC, and its successors and assigns, which shall apply for the life of the Groton Wind Farm.
- 1.2. "Ambient Sound Pressure" - The sound pressure level excluded from that contributed by the operation of the Wind Farm.
- 1.3. "Decommissioning Funding Assurance" - An assurance provided by the Owner in a form acceptable to the Town that guarantees completion of decommissioning, as provided in this Agreement.
- 1.4. "End of Useful Life" - The Wind Farm or individual Wind Turbines will be presumed to be at the End of Useful Life if no electricity is generated for a continuous period of twenty-four months for reasons other than the wind regime, maintenance or some technical failure or repair, or for wind farm repowering or facility upgrades or equipment replacements.
- 1.5. "Non-Participating Landowner" - Any landowner in the Town of Groton, other than a Participating Landowner.
- 1.6. "Owner" - The entity or entities having equity interest in the Wind Farm, including their respective successors and assigns.
- 1.7. "Occupied Building" - A permanent structure used as a year-round or seasonal residence, school, hospital, church, public library or other building used for gathering that is occupied or in use as of the time that the permit application was submitted to the New Hampshire Site Evaluation Committee.
- 1.8. "Participating Landowner" - Any landowner having entered into an agreement with the Owner for hosting Wind Farm facilities, providing easements for access, entry or conveyance of other rights related to the Wind Farm, or any other agreement related to the construction or operation of the Wind Farm.
- 1.9. "Project Site" - Property with rights as conveyed to Owner by lease, easement or other agreement with a Participating Landowner that includes all Wind Turbines, access roads, and other facilities required for construction and operation of the Wind Farm.
- 1.10. "Town" - Town of Groton, New Hampshire.
- 1.11. "Turbine Height" - The distance from the surface of the tower foundation to the tip of the uppermost blade when in a vertical position. For the Groton Wind Power Project, this height is approximately 399 feet.

1.12. "Wind Turbine" - A wind energy conversion system that converts wind energy for the generation of electricity, including a tower, a nacelle housing the generator and transformer, and a 3-blade rotor.

1.13. "Wind Farm" - The totality of the Wind Turbines, cables, accessory buildings and structures including substations, meteorological towers, electric infrastructure and cables and other appurtenant structures and facilities that comprise the Grafton Wind Power Project under development by Owner.

2. General Provisions

2.1. **Enforceability.** This Agreement shall apply to and be binding and enforceable on all successors and assigns of the Owner, including a Participating Landowner or any other party that assumes control of the Wind Farm or any Wind Turbines after the End of Useful Life.

2.2. **Applicability to Owner.** This Agreement shall apply to the Owner only to the extent of Owner's rights and responsibilities related to the Wind Farm and Project Site as conferred to Owner by Participating Landowner agreements.

2.3. Recording.

2.3.1. Owner shall submit to the Town evidence of all Participating Landowner agreements, which may take the form of memoranda recorded with the Grafton County Registry of Deeds.

2.3.2. This Agreement shall be recorded at the Grafton County Registry of Deeds.

2.4. **Survivability.** The invalidity of any section, portion, or paragraph of this Agreement will not affect any other section, portion, or paragraph in this Agreement.

2.5. **Limitation on Turbines.** This Agreement is for the installation and operation of a Wind Farm of up to twenty-four turbines, consistent with the size and configuration approved by the New Hampshire Site Evaluation Committee (NHSEC). Communications or other equipment attached to the Wind Turbines shall be limited to that incidental and necessary for the safe and efficient operation, maintenance, and interconnection of the Wind Farm.

2.6. **On-site Burning.** The Owner will obtain a permit from the Town of Grafton, and the Town of Rumney Fire Department if necessary, and comply with all State requirements before Owner or its agents perform any on-site burning.

2.7. Warnings.

- 2.7.1. A clearly visible warning sign concerning voltage must be placed at the base of all above-ground electrical collection facilities, switching or interconnection facilities, and substations.
- 2.7.2. Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on all anchor points of guy wires, if any, and along the guy wires up to a height of ten feet from the ground.
- 2.7.3. A clearly visible warning sign concerning safety risks related to winter or storm conditions shall be placed no less than 500 feet from each Wind Turbine tower base on access roads

2.8. **Access.** The Town shall have access to all gated entrances to the Project Site for the purpose of emergency response. The Owner shall provide to the Town keys, combination codes, and/or remote control devices for opening project gates. Such keys or access devices may not be provided by the Town to anyone other than members of the Board of Selectmen, Police Department, Groton Fire Chief or Highway Department while engaged in official duties. The Owner shall provide access to the Project Site, Wind Turbines or other facilities upon reasonable request of the Town for the purpose of building or safety inspections under Town ordinances. The Owner shall provide access for emergency response purposes pursuant to the protocols provided under Section 7 of this Agreement. The Owner shall coordinate agreements with responding town emergency services (Town of Rumney Police Department and Fire Department) and ensure access for those responder departments.

2.9. **Liability Insurance.** There shall be maintained a current general liability policy covering bodily injury and property damage with limits of at least \$10 million in the aggregate. Certificates shall be made available to the Town upon request.

2.10. **Indemnification.** The Owner specifically and expressly agrees to indemnify, defend, and hold harmless the Town and its officers, elected officials, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of any negligence or wrongful acts of the Owner, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in connection with the Wind Farm. The indemnity obligations under this Article shall include without limitation:

- 2.10.1. Loss of or damage to any property of the Town or any third party or, to the extent that loss of or damage to property of Owner, results in a third party claim against the Town, loss of or damage to any property of Owner;
- 2.10.2. Bodily or personal injury to, or death of any person(s), including without limitation employees of the Town, or of the Owner or its subcontractors of any tier.

The Owner's indemnity obligation under this Article shall not extend to any liability caused by the negligence or willful misconduct of any of the Indemnitees, or third parties outside its control.

2.11. **Reopener Clause.** Upon agreement of both parties to this agreement, this agreement or portions thereof may be revised or amended.

3. Wind Turbine Equipment and Facilities

3.1. Visual Appearance.

3.1.1. Wind Turbines shall be painted and lighted in accordance with Federal Aviation Administration (FAA) regulations. Wind Turbines shall not be artificially lighted, except to the extent required by the Federal Aviation Administration or any other applicable authority that regulates air safety.

3.1.2. Wind Turbines shall not display advertising, except for reasonable identification of the turbine manufacturer and/or Owner.

3.2. **Controls and Brakes.** All Wind Turbines shall be equipped with a redundant braking system. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.

3.3. **Electrical Components.** All electrical components of the Wind Farm shall conform to relevant and applicable local, state, and national codes, and relevant and applicable international standards.

3.4. **Power Lines.** On-site distribution, transmission and power lines between Wind Turbines shall, to the maximum extent practicable, be placed underground.

4. Project Site Security

4.1. Wind Turbines exteriors shall not be climbable up to fifteen (15) feet above ground surface.

4.2. All access doors to Wind Turbines and electrical equipment shall be locked, fenced, or both, as appropriate, to prevent entry by non-authorized persons.

4.3. Entrances to the Project Site shall be gated, and locked during non-working hours. If problems with unauthorized access are identified, the Project shall work to implement additional security measures.

5. Public Information, Communications and Complaints

5.1. **Public Inquiries and Complaints.** During construction and operation of the Wind Farm, and continuing through completion of decommissioning of the Wind Farm, the Owner shall identify an individual(s), including phone number, email address, and mailing address, posted at the Town House, who will be available for the public to contact with inquiries and complaints. The Owner shall make

reasonable efforts to respond to and address the public's inquiries and complaints. This process shall not preclude the local government from acting on a complaint.

5.2. **Signs.** Signs shall be reasonably sized and limited to those necessary to identify the Project Site and provide warnings or liability information, construction information, or identification of private property. There will be no signs placed in the public right of way without the prior approval of the Town. After the completion of construction, signs visible from public roads shall be unlit and be no larger than twelve square feet, unless otherwise approved by the Town.

6. Reports to the Town of Groton

6.1. **Incident Reports.** The Owner shall provide the following to the Chairman of the Board of Selectmen or his designee as soon as possible:

6.1.1. Copies of all reporting of environmental incidents or industrial accidents that require a report to U.S. EPA, New Hampshire Department of Environmental Services, OSHA or another federal or state government agency

6.2. **Periodic Reports.** The owner shall submit, on an annual basis starting one year from commercial operation of the Wind Farm, a report to the Board of Selectmen of the Town of Groton, providing, at a minimum, the following information:

6.2.1. If applicable, status of any additional construction activities, including schedule for completion;

6.2.2. Details on any calls for emergency police or fire assistance;

6.2.3. Location of all on-site fire suppression equipment; and

6.2.4. Identity of hazardous materials, including volumes and locations, as reported to state or federal agencies.

6.2.5. Summary of any complaints received from Town of Groton residents, and the current status or resolution of such complaints or issues.

7. Emergency Response

7.1. Upon request, the Owner shall cooperate with the Town's emergency services and any emergency services that may be called upon to deal with a fire or other emergency at the Wind Farm through a mutual aid agreement, to develop and coordinate implementation of an emergency response plan for the Wind Farm. The Owner shall provide and maintain protocols for direct notification of emergency response personnel designated by the Town, including provisions for access to the Project Site, Wind Turbines or other facilities within 30 minutes of

an alarm or other request for emergency response, and provisions that provide the Town with contact information of personnel available at every hour of the day. The Owner shall coordinate with the Town of Rumney or other jurisdictions as necessary on emergency response provisions.

- 7.2. The Owner shall cooperate with the Town's emergency services to determine the need for the purchase of any equipment required to provide an adequate response to an emergency at the Wind Farm that would not otherwise need to be purchased by the Town. If agreed between the Town and Owner, Owner shall purchase any specialized equipment for storage at the Project Site. The Town and Owner shall review together on an annual basis the equipment requirements for emergency response at the Wind Farm.
- 7.3. The Owner shall maintain fire alarm systems, sensor systems and fire suppression equipment that is installed in all Wind Turbines and facilities.
- 7.4. In the event of an emergency response event that creates an extraordinary expense (expenses beyond what the Town would otherwise incur in responding to an emergency response event for a resident of the Town) for the Town based on obligations under a mutual aid agreement, Owner shall reimburse the Town for actual expenses incurred by the Town.
- 7.5. In the event that the Town of Groton establishes a Fire Department, the Owner and Town will work to determine whether direct reimbursement for emergency response by the Town is appropriate and will negotiate an addendum to this agreement to address Town of Groton fire response.

8. Roads

8.1. Public Roads

- 8.1.1. In the event that the Owner wishes to utilize Town of Groton roads for construction or operation of the Wind Farm (use for oversize or overweight vehicles, and/or use during posted weight limit time periods), then the Owner shall follow the below procedures:
- 8.1.2. Identify all local public roads to be used within the Town to transport equipment and parts for construction, operation or maintenance of the facility.
- 8.1.3. The Owner shall hire a qualified professional engineer, as mutually agreed with the Town, to document local road conditions prior to construction and again thirty days after construction is completed or as weather permits.
- 8.1.4. Any local road damage caused directly by the Owner or its contractors at any time shall be promptly repaired at the Owner's expense.
- 8.1.5. The Owner will reimburse the Town for costs associated with special police details, when contracted by Owner or their representatives if required to direct or monitor traffic within the Town limits during construction.

8.1.6. The Owner shall demonstrate by financial guarantee of the Owner or its parent or affiliates, that it will provide appropriate financial assurance to ensure prompt repair of damaged roads. If such financial assurance is not provided in a form acceptable to the Town, the Town may require a bond or cash deposit to meet this obligation.

8.2. Wind Farm Access Roads

8.2.1. The Owner shall construct and maintain roads at the Wind Farm that allow for year-round access to each Wind Turbine at a level that permits passage and turnaround of emergency response vehicles.

8.2.2. Any use of Town of Groton public ways that is beyond what is necessary to service the Wind Farm or that are beyond the scope of Participating Landowner agreement(s) shall be subject to approvals under relevant Town ordinances or regulations, or state or federal laws.

9. Construction Period Requirements

9.1. **Site Plan.** Prior to the commencement of construction, the Owner shall provide the Town with a copy of the final Soil Erosion and Sediment Control site plans, as approved by the New Hampshire SEC and Department of Environmental Services (DES) showing the construction layout of the Wind Farm.

9.2. **Construction Schedule.** Prior to the commencement of construction activities at the Wind Farm, the Owner shall provide the Town with a schedule for construction activities, including anticipated use of public roads for the transport of oversize and overweight vehicles. The Owner shall provide updated information and schedules regarding construction activities to the Town upon request of the Town.

9.3. **Disposal of Construction Debris.** Tree stumps, slash and brush will be disposed of onsite or removed consistent with state law. Construction debris and stumps shall not be disposed of at Town facilities.

9.4. **Blasting.** The handling, storage, sale, transportation and use of explosive materials shall conform to all state and federal rules and regulations. In addition, the Owner shall comply with the following Town requirements.

9.4.1. At least ten days before blasting commences, the Owner shall brief Town officials on the blasting plan. The briefing shall include the necessity of blasting and the safeguards that will be in place to ensure that building foundations, wells or other structures will not be damaged by the blasting.

9.4.2. In accordance with the rules of the State of New Hampshire, the Owner shall notify the Groton and Rumney police and fire chiefs before blasting commences. Any changes to the schedule for blasting must be reported immediately and in person to the police and fire chiefs.

9.4.3. A Pre-Blast Survey will be performed to cover residents within 500 ft. of the work area, and a copy of the survey will be recorded in the Town office. Residents within 500 feet will be notified in person whenever possible, or by registered mail, prior to work in the area.

9.4.4. A copy of the appropriate Insurance Policy and Blasting License will be recorded in the Town office.

9.5. **Storm Water Pollution Control.** The Owner shall obtain a New Hampshire Site-Specific Permit and conform to all of its requirements including the Storm Water Pollution Prevention Plan and requirements for inspections as included or referenced therein. The Owner shall provide the Town with a copy of all state and federal stormwater, wetlands, or water quality permits and related conditions.

9.6. **Design Safety Certification.** The design of the Wind Farm shall conform to applicable industry standards, including those of the American National Standards Institute. The Applicant shall submit certificates of design compliance obtained by the equipment manufacturers from Underwriters Laboratories, Det Norske Veritas, Germanischer Lloyd Wind Energies, or other similar certifying organizations.

9.7. **Construction Vehicles**

9.7.1. Construction vehicles shall only use a route approved by the Town. There shall be no staging or idling of vehicles on public roads. The Town shall be notified at least 24 hours before each construction vehicle with a Gross Vehicle Weight greater than 88,000 pounds is to use a Town road. Acceptance by the Town of vehicles exceeding this level is not a waiver of the Owner's obligation to repair all damage to roadways caused by vehicles used during construction or during any other time through the completion of decommissioning.

9.7.2. Construction vehicles will not travel on Town roads before 6:00 am or after 7:00 pm, Monday through Saturday, unless prior approval is obtained from the Town. Construction vehicles will not travel on Town roads on Sunday, unless prior approval is obtained from the Town.

9.7.3. Construction will only be conducted between 6:00 am and 7:00 pm, Monday - Saturday, unless prior approval is obtained from the Town. Construction will not be conducted on Sundays, unless prior approval is obtained from the Town.

9.7.4. The start-up and idling of trucks and equipment will conform to all applicable Department of Transportation regulations. In addition, the start-up and idling of trucks and equipment will only be conducted between 5:30 am and 7:00 pm, Monday through Saturday.

9.7.5. Notwithstanding anything in this Agreement to the contrary, upon prior approval of the Town, over-sized vehicles delivering equipment and supplies may travel on Town roads between the hours of 7:00 pm and 6:00

am and on Sundays in order to minimize potential disruptions to area roads.

10. Operating Period Requirements

- 10.1. **Spill Protection.** The Owner shall take reasonable and prudent steps to prevent spills of hazardous substances used during the construction and operation of the Wind Farm. This includes, without limitation, oil and oil-based products, gasoline, and other hazardous substances from construction related vehicles and machinery, permanently stored oil, and oil used for operation of permanent equipment. Owner shall provide the Town with a copy of the Spill Prevention, Control and Countermeasure (SPCC) for the Wind Farm as required by state or federal agencies.
- 10.2. **Pesticides and Herbicides.** The Owner shall not use herbicides or pesticides for maintaining clearances around the Wind Turbines or for any other maintenance at the Wind Farm.
- 10.3. **Signal Interference.** The Owner shall make reasonable efforts to avoid any disruption or loss of radio, telephone, television, or similar signals, and shall take commercially reasonable measures to mitigate any harm caused by the Wind Farm.

11. Noise Restrictions

- 11.1. **Residential Noise Restrictions.** Audible sound from the Wind Farm during Operations shall not exceed 55 dB(A) as measured at 300 feet from any existing Occupied Building on a Non-Participating Landowner's property, or at the property line if it is less than 300 feet from an existing Occupied Building. This sound pressure level shall not be exceeded for more than a total of three minutes during any sixty minute period of the day. If the Ambient Sound Pressure Level exceeds 55 dB(A), the standard shall be ambient dB(A) level plus 5 dB(A).
- 11.2. **Post-Construction Noise Measurements.** After commercial operations of the Wind Farm commence, the Owner shall retain an independent qualified acoustics engineer to take sound pressure level measurements in accordance with the most current version of ANSI S12.18. The measurements shall be taken at sensitive receptor locations as identified by the Owner and Town. The periods of the noise measurements shall include, as a minimum, daytime, winter and summer seasons, and nighttime after 10 pm. All sound pressure levels shall be measured with a sound meter that meets or exceeds the most current version of ANSI S1.4 specifications for a Type II sound meter. The Owner shall provide the final report of the acoustics engineer to the Town within 30 days of its receipt by the Owner.

12. Setbacks

- 12.1. **Setback From Occupied Buildings.** The setback distance between a Wind Turbine tower and a Non-Participating Landowner's existing Occupied Building shall be not less than three times the Turbine Height. The setback distance shall

be measured from the center of the Wind Turbine base to the nearest point on the foundation of the Occupied Building.

12.2. Setback From Property Lines. The setback distance between a Wind Turbine tower and Non-Participating Landowner's property line shall be not less than 1.1 times the Turbine Height. The setback distance shall be measured to the center of the Wind Turbine base.

12.3. Setback From Public Roads. All Wind Turbines shall be setback from the nearest public road a distance of not less than 1.5 times the Turbine Height as measured from the right-of-way line of the nearest public road to the center of the Wind Turbine base.

13. Waiver of Restrictions

13.1. Waiver of Noise Restrictions. A Participating Landowner or Non-Participating Landowner may waive the noise provisions of Section 11 of this Agreement by signing a waiver of their rights, or by signing an agreement that contains provisions providing for a waiver of their rights. The written waiver shall state that the consent is granted for the Wind Farm to not comply with the sound limits set forth in this Agreement.

13.2. Waiver of Setback Requirements. A Participating Landowner or Non-Participating Landowner may waive the setback provisions of Section twelve of this Agreement by signing a waiver of their rights, or by signing an agreement that contains provisions providing for a waiver of their rights. Such a waiver shall include a statement that consent is granted for the Owner to not be in compliance with the requirements set forth in this Agreement. Upon application, the Town may waive the setback requirement for public roads for good cause.

13.3. Recording. A memorandum summarizing a waiver or agreement containing a waiver pursuant to Section 13.1 or 13.2 of this Agreement shall be recorded in the Registry of Deeds for Grafton County, New Hampshire. The memorandum shall describe the properties benefited and burdened and advise all subsequent purchasers of the burdened property of the basic terms of the waiver or agreement, including time duration. A copy of any such recorded agreement shall be provided to the Town.

14. Decommissioning

14.1. Scope of Decommissioning Activities

14.1.1. The Owner shall submit a detailed site-specific decommissioning estimate of costs associated with decommissioning activities to the Town before construction of the Wind Farm commences. This estimate shall be updated and submitted to the Town every five years thereafter. The plan and estimate shall include the cost of removing the facilities down to eighteen (18) inches below grade.

14.1.2. The Owner shall, at its expense, complete decommissioning of the Wind Farm or individual Wind Turbines, pursuant to Section 14.1.3 of this Agreement, within twenty-four months after the End of Useful Life of the Wind Farm or individual Wind Turbines, as defined in Section 1.4.

14.1.3. The Owner shall provide a decommissioning plan to the Town no less than three months before decommissioning is to begin. The decommissioning plan shall provide a detailed description of all Wind Farm equipment, facilities or appurtenances proposed to be removed, the process for removal, and the post-removal site conditions. The Town will consider the remaining useful life of any improvement before requiring its removal as part of decommissioning. Approval of the Town must be received before decommissioning can begin.

14.2. Decommissioning Funding Assurance

14.2.1. The Owner shall provide a Decommissioning Funding Assurance for the complete decommissioning of the Wind Farm, or individual Wind Turbines in a form acceptable to the Town. The Wind Farm or individual Wind Turbines will be presumed to be at the End of Useful Life if no electricity is generated from the Wind Farm or any individual Wind Turbine for a continuous period of twenty-four months, and as defined in Section 1.4.

14.2.2. Before commencement of construction of the Wind Farm, the Owner shall provide Decommissioning Funding Assurance in an amount equal to the site-specific decommissioning estimate or \$600,000, whichever is greater. The Owner shall adjust the amount of the Decommissioning Funding Assurance to reflect the updated decommissioning costs after each update of the decommissioning estimate, in accordance with Section 14.1.1.

14.2.3. Decommissioning Funding Assurance in the amount described in Section 14.2.2 shall be provided by a parental guarantee from the Owner's parent or affiliates, in a form reasonably acceptable to the Town. The Town shall accept a parental guarantee from the Owner's parent or an affiliate with a minimum corporate credit rating of A- from S&P or the equivalent from another reputable rating agency. If the corporate credit rating of the Owner's parent or affiliate issuing the parental guarantee declines below A-, then Owner shall, within 60 days, provide a Letter of Credit in the amount indicated in Section 14.2.2 (as adjusted per Section 14.1.1). The Letter of Credit shall be in a form acceptable to the Board of Selectmen of the Town of Groton. If Owner does not provide such financial guarantee, the Town may require another form of decommissioning assurance such as prepayment, external sinking funds, insurance, performance bond, surety bond, letters of credit, form of surety, or other method, or combination of methods as may be acceptable to the Board of Selectmen of the Town of Groton. When the corporate credit rating of the parent entity issuing the parental guarantee rises to A- or above, and remains at that level for 60 days, the Letter of Credit shall be released and not required.

14.2.4. Funds expended from the Decommissioning Funding Assurance shall only be used for expenses associated with the cost of decommissioning the Wind Farm.

14.2.5. If the Owner fails to complete decommissioning within the period proscribed by this Agreement, the Town of Groton may, at its sole discretion, enforce the financial guarantee and require the expenditure of decommissioning funds on such measures as necessary to complete decommissioning.

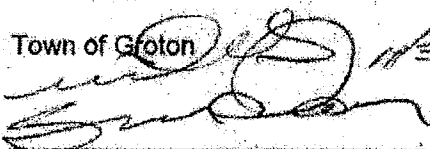
14.3. Transfer of Decommissioning Responsibility

14.3.1. Consistent with Section 2.1 of this Agreement, the provisions of Section 14 of this Agreement shall apply to and be binding and enforceable on all successors and assigns of the Owner, including a Participating Landowner or any other party that assumes control of the Wind Farm or any Wind Turbines after the End of Useful Life, as defined in Section 1.4.

14.3.2. Owner shall not enter into any agreement with any party, including a Participating Land Owner and successor in ownership, which waives the responsibilities of the Owner for decommissioning or the requirement to maintain decommissioning assurance without first receiving the written agreement of the Town. The Owner shall ensure that any successors or assigns of the Wind Farm shall agree to be bound by this Agreement and shall provide the Town with written confirmation from any successors or assigns stating that they agree to be bound to this Agreement upon the acquisition of the Wind Farm.


The parties agree the terms of this Agreement are final, enforceable and no longer subject to change as of November 30, 2010, regardless of the date of execution by either party.

Town of Groton

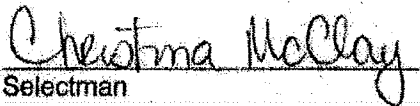


Chairman, Board of Selectmen

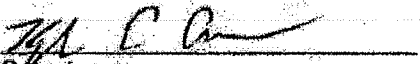
Groton Wind, LLC


Print Name: Lany Kaviv
Title: Authorized Representative

LEGAL
N



Selectman


Print Name: Scott Jacobson
Title: Authorized Representative

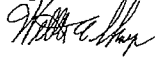
Selectman

ORR AND RENO, P.A.
One Eagle Square
P.O. Box 3550
Concord, NH 03302-3550

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MJC

Doc # 0015901 Nov 8, 2010 1:54 PM
Register of Deeds, Grafton County



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

1. Definitions

- 1.1. "Agreement" - This agreement between the Town of Rumney, New Hampshire and Groton Wind LLC, and its successors and assigns.
- 1.2. "Owner" - Groton Wind, LLC and its respective successors and assigns.
- 1.3. "Project Site" - Property with rights as conveyed to Owner by lease, easement or other agreement with a Participating Landowner that includes all Wind Turbines, access roads, and other facilities required for construction and operation of the Wind Farm, which is located entirely in the Town of Groton, New Hampshire.
*County of Grafton
- 1.4. "Town" - Town of Rumney, New Hampshire.
- 1.5. "Wind Turbine" - A wind energy conversion system that converts wind energy for the generation of electricity, including a tower, a nacelle housing the generator and transformer, and a 3-blade rotor.
- 1.6. "Wind Farm" - The totality of the Wind Turbines, cables, accessory buildings and structures including substations, meteorological towers, electric infrastructure and cables and other appurtenant structures and facilities that comprise the Groton Wind Power Project under development by Owner, as reviewed by the N.H. Site Evaluation Committee in Docket No. 2010-01.

2. General Provisions

- 2.1. **Purpose.** Groton Wind, LLC and the Town of Rumney, NH enter this agreement to provide for applicable provisions to govern the Groton Wind Farm, in terms of the use of Town of Rumney roads and emergency services response, in recognition of the fact that under existing contracts between the Towns of Rumney and Groton, Town provides both Fire Protection and Emergency Medical Services within the Town of Groton.
*County of Grafton, State of New Hampshire.
- 2.2. **Enforceability.** This Agreement shall apply to and be binding and enforceable on all successors and assigns of the Owner, or any other party that assumes control of the Wind Farm or any Wind Turbines. The Owner assumes responsibility for compliance with this agreement by all of its employees, agents, contractors and subcontractors.
- 2.3. **Applicability to Owner.** This Agreement shall apply to the Owner only to the extent of Owner's rights and responsibilities related to the Wind Farm and Project Site as conferred to Owner by Participating Landowner agreements.
- 2.4. **Recording.**
 - 2.4.1. This Agreement shall be recorded at the Grafton County Registry of Deeds.
- 2.5. **Survivability.** The invalidity, in whole or in part, of any of this Agreement will not affect any other paragraph in this Agreement.
- 2.6. **On-site Burning.** In recognition of the existing Fire Protection Contract between the Towns of Rumney and Groton, the Owner will obtain a permit from the Groton Fire Chief, notify the Rumney Fire Department that a permit has been issued, and comply with all State requirements before Owner, or any of its agents, performs any on-site burning, notwithstanding the fact that the Project Site is in Groton.
- 2.7. **Access.** The Town shall have access to all gated entrances to the Project Site for the purpose of emergency response. The Owner shall provide to the Town keys,

combination numbers, and/or remote control devices for opening project gates. Such keys or access devices shall not be provided by the Town to anyone other than persons employed by the Town of Rumney Fire Department, EMS, or Police department, while such persons are engaged in their official duties. The Owner shall provide access to the Project Site, Wind Turbines or other facilities upon reasonable request of the Town for the purpose of safety inspections. The Owner shall provide access for emergency response purposes pursuant to the terms provided under Section 6 of this Agreement.

2.8. **Liability Insurance.** Upon issuance of a certificate by the N.H. Site Evaluation Committee for the Wind Farm, the Owner shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$10 million, per occurrence, in the aggregate. Certificates shall be provided to the Town upon purchase and annually upon renewal. The Town of Rumney shall be named as an additional insured, to the extent of the indemnification obligation below.

2.9. **Indemnification.** The Owner specifically and expressly agrees to indemnify, defend, and hold harmless the Town and its officers, elected officials, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of any negligence or wrongful acts of the Owner, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in connection with the Wind Farm. The indemnity obligations under this Article shall include without limitation:

2.9.1. Loss of or damage to any property of the Town or any third party or, to the extent that loss of or damage to property of Owner, results in a third party claim against the Town, loss of or damage to any property of Owner;

2.9.2. Bodily or personal injury to, or death of any person(s), including without limitation employees of the Town, or of the Owner or its subcontractors of any tier.

The Owner's indemnity obligation under this Article shall not extend to any liability caused by the negligence or willful misconduct of any of the Indemnitees, or third parties outside of its control.

2.10. **Route of Distribution Power Line.** With respect to the power line connecting the Wind Farm to the power grid, particularly that portion located within the Town of Rumney, the Owner shall use every effort to ensure that the line is installed from Groton Hollow Road along N.H. Route 25 east to the Plymouth town line, unless the New Hampshire Electric Cooperative determines that the Route 25 route is not technically feasible.

3. Wind Turbine Equipment and Facilities Safety

3.1 The Owner shall establish an Emergency 9-1-1 address during project construction, and revise such address, if necessary, when operations at the Wind Farm commence.

3.2 The Owner shall provide to the Town copies of Construction site safety plans, blast plans, and spill protection plans prior to the commencement of construction, as well as copies of any work plans and specifications as the public safety officials of the Town believe are reasonably necessary to enable emergency preparedness. The Owner shall also provide the Town with Material Safety Data Sheets for all chemicals to be used on site or to be transported on any access roads within Rumney.

3.3 The Owner shall provide to the Town copies of Operations safety and spill prevention plans.

3.4 The Owner shall allow access to Town fire, EMS, or police department employees, at any time upon request, for the purposes of site review and emergency access conditions review.

3.5 **Project Point of Contact.** During construction and operation of the Wind Farm, the Owner shall identify an individual(s), including phone number, email address, and mailing address who will be the primary point of contact for the Town for all inquiries.

4. Project Site Security

- 4.1 Wind Turbine exteriors shall not be climbable up to fifteen (15) feet above ground surface.
- 4.2 All access doors to Wind Turbines and electrical or any other electrical or high-voltage equipment shall be locked or fenced, as appropriate, to prevent entry by non-authorized persons.
- 4.3 Entrances to the Project Site shall be gated and locked during non-working hours. If problems with unauthorized access are identified, the Owner shall implement additional security measures.

5. Reports to the Town of Rumney

5.1 **Incident Reports.** The Owner shall provide the following to the Chairman of the Board of Selectmen or his designee concurrently with their submission to any other governmental agency:

- 5.1.1 Copies of all reporting of environmental incidents or industrial accidents that require a report to U.S. EPA, New Hampshire Department of Environmental Services, OSHA or another appropriate federal or state government agency.

5.2 **Periodic Reports.** The Owner shall submit, on an annual basis starting one year from commencement of construction of the Wind Farm, a report to the Board of Selectmen of the Town of Rumney, providing, at a minimum, the following information to the extent known by Owner:

- 5.2.1 If applicable, status of any additional construction activities, including schedule for completion;
- 5.2.2 Details on any calls for emergency police, fire, and EMS assistance;
- 5.2.3 Location of all on-site fire suppression equipment; and
- 5.2.4 Identity of hazardous materials, including volumes and locations, as reported to state or federal agencies.

6. Emergency Response

- 6.1. Upon request, the Owner shall cooperate with the Town's emergency services and any emergency services that may be called upon to deal with a fire or other emergency at the Wind Farm through a mutual aid agreement, to develop and coordinate implementation of an emergency response plan for the Wind Farm. The Owner shall provide and maintain protocols for direct notification of emergency response personnel designated by the Town, including provisions for access to the Project Site, Wind Turbines or other facilities in response to an alarm or other request for emergency response, and provisions that provide the Town with contact information of personnel available at every hour of the day.
- 6.2. Prior to commencement of operations at the Wind Farm, the Owner shall provide 3 hours of classroom training at the Rumney Fire Department at no charge. Prior to commencement of operations at the Wind Farm, The Owner shall provide training to Town of Rumney Fire, EMS, and Police departments jointly, without charge to the town, consisting of a total of 8 hours training at the Groton Wind Farm site, to include review of site safety plans, fire safety and fire suppression equipment, site access, and Groton Wind employee certifications. Thereafter Owner will provide annual training of a total of 8 hours of training at the Wind Farm. Groton Wind shall work to accommodate reasonable requests by the Rumney Fire, EMS, or Police Department for responders from other mutual aid towns to also attend the annual training at the same time with the Rumney responders.
- 6.3. The Owner shall maintain fire alarm systems, sensor systems and fire suppression equipment that is installed in all Wind Turbines and facilities.

- 6.4. In the event of an emergency response event that creates an extraordinary expense for the Town based on obligations under a mutual aid agreement, Owner shall reimburse the Town for actual expenses incurred by the Town.
- 6.5. Nothing in this agreement shall be construed as a promise, by the Town, to provide any particular level or type of fire, emergency, or highway services to the Wind Farm, or to give the Wind Farm any particular priority vis-à-vis its services to other citizens, nor does the Town waive any immunities or liability protections available to the Town under state law, including but not limited to RSA 154:1-d, RSA 153-A:17 and :18, or RSA 231:90 - :92-a.

7. Public Roads

- 7.1 The Owner shall identify all local public roads to be used within the Town to transport equipment and parts for construction, operation or maintenance of the facility.
- 7.2 The Owner shall, at its own expense, hire a qualified New Hampshire professional engineer to prepare two reports to the Town. The first will document and photograph road conditions prior to construction, and shall be submitted to the Town prior to the start of construction. The second will document and photograph conditions subsequent to construction, and will be submitted thirty days after construction is completed or as weather permits. The Owner shall obtain the approval of the Town in the selection of the engineer to perform this work, which approval shall not be unreasonably withheld, delayed or conditioned. The second report shall also detail all work required, if any, to restore Groton Hollow Road to its prior condition as detailed in the first report, as well as an estimate of the amount of money required for such work, and the Owner shall be responsible for the cost of such work. Prior to commencing Wind Farm construction, the Owner shall post a letter of credit in a form acceptable to the Town in the amount of \$200,000, for the purpose of guaranteeing to the Town all road obligations described in this Section 7 'Public Roads'. The security may be reduced with the approval of the Town following the engineer's second report and cost estimates. The security shall remain in effect 12 months after the completion of the restoration work, to provide against latent defects. If no restoration work is required, then the letter of credit shall be released within 60 days of the provision of the second report to the Town.
- 7.3 Any road damage caused directly by the Owner or its contractors at any time shall be promptly repaired at the Owner's expense, and, in addition during the construction period, shall perform such periodic maintenance on roads used by the Owner for its construction activities as the Town may reasonably require in order to mitigate on an ongoing basis the impact of construction vehicles; provided, however, that in accord with RSA 236:9- :12, the Owner must seek prior approval of the Town for the performance of any such work, including any work affecting the travel surface, drainage, or any other aspect of the public road, and shall produce such plans as the Town may reasonably require detailing the work to be approved.
- 7.4 The Owner will reimburse the Town for reasonable costs associated with special details, if required by the Town, to direct or monitor traffic within the Town limits during construction, including but not limited to, speed monitoring and enforcement on public roads within Rumney being used for the construction. All reimbursement payments shall be due 45 days from the date of invoice.
- 7.5 Construction and repair work on Groton Hollow Road shall not result in the widening of the existing traveled way of said road; provided, however, that the Town may authorize such temporary measures as may be reasonably necessary to enable the passage of wide loads, so long as the existing condition of the road is restored subsequent to the construction period.
- 7.6 Employees, contractors and other involved in the construction of the Wind Farm shall not park, or stage, along the sides of Groton Hollow Road in Rumney.

8. Construction Period Requirements

- 8.1 **Site Plan.** Prior to the commencement of construction, the Owner shall provide the Town with a copy of the final site plans showing the construction layout of the Wind Farm.

8.2 Construction Schedule. Prior to the commencement of construction activities at the Wind Farm, the Owner shall provide the Town with a schedule for construction activities, including anticipated use of public roads for the transport of oversize and overweight vehicles. The Owner shall provide updated information and schedules regarding construction activities to the Town upon request of the Town.

8.3 Blasting. The handling, storage, sale, transportation and use of explosive materials shall conform to all state and federal rules and regulations. In addition, the Owner shall comply with the following requirements.

8.3.1 At least ten days before blasting commences, the Owner shall provide a copy of the Blasting Plan and evidence of approval by the New Hampshire Department of Safety to the extent such approvals are required by the New Hampshire Department of Safety.

8.3.2 In accordance with the rules of the State of New Hampshire, the Owner shall notify the Rumney police and fire chiefs before blasting commences.

8.4 Construction Vehicles

8.4.1 Construction vehicles, except for worker passenger and light truck vehicles being used for worker transportation to the site, will not travel on Town roads before 6:00 am or after 7:00 pm, Monday through Saturday, and will not travel on Town roads on Sunday. Permission to use construction vehicles on Town roads during the times otherwise prohibited above may be granted by the Town if requested in advance. The Selectmen shall delegate to one individual (e.g. a Selectman or the Road Agent) the authority to grant such permission. The Owner shall communicate and cooperate with the Town's representative to prevent dangerous volumes of worker traffic on Groton Hollow Road, including instituting worker carpooling if deemed necessary by the Town.

8.4.2 Construction will only be conducted between 6:00 am and 7:00 pm, Monday – Saturday. Construction will not be conducted on Sundays. Exceptions to these times and days are permitted if prior approval is obtained from the Town.

8.4.3 Oversized vehicles requiring escort vehicles shall not travel on Groton Hollow Road in Rumney during school bus route hours, specifically between 7:30 – 8:00 AM and between 2:30 – 3:00 PM on days in which school is in session. Owner is not responsible for altered bus routes or times, and is not required to adjust the hours of prohibition on oversized vehicles on Groton Hollow Road in Rumney, as a result of inclement weather, delayed start school days, or any other alterations in the bus or school schedules.

8.4.4 Notwithstanding anything in this Agreement to the contrary, upon prior approval of the Town, oversized vehicles delivering equipment and supplies may travel on Town roads between the hours of 7:00 pm and 6:00 am and on Sundays in order to minimize potential disruptions to area roads.

8.4.5 For purposes of this section, construction period shall be deemed to include any construction, reconstruction, or decommissioning activities.

9. Operating Period Requirements

9.1 Spill Protection. The Owner shall take reasonable and prudent steps to prevent spills of hazardous substances used during the construction and operation of the Wind Farm. This includes, without limitation, oil and oil-based products, gasoline, and other hazardous substances from construction-related vehicles and machinery, permanently stored oil, and oil used for operation of permanent equipment. Owner shall provide the Town with copies of the Spill Prevention, Control and Countermeasure (SPCC) for the Wind Farm, and any other spill-related documentation as may be required by state or federal agencies, including MSDS sheets.

9.2 Pesticides and Herbicides. The Owner shall not use herbicides or pesticides for maintaining clearances around the Wind Turbines or for any other maintenance at the Wind Farm.

10. Miscellaneous

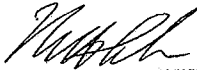
10.1 **Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, neither party shall be entitled to, and each of Owner and Town hereby waives any and all rights to recover, special, punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Agreement.

10.2 **Default and Cure.** This Agreement shall not be revocable by Town, except that Town may terminate this Agreement if a material default in the performance of Owner's obligations under this Agreement occurs and such default is not remedied within sixty (60) days after Owner receives written notice from Town of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure. The Owner may make an advance request to extend the remediation period, and so long as the Owner demonstrates diligence in curing the default, the Town shall grant the extension, except for good and sufficient cause explained in writing. This paragraph shall not be construed as withdrawing from the Town any legal authority it has under state law to regulate and control its public highways but shall be binding upon Town and Owner as its relates to Owner's conduct with regards to the Wind Farm.

The parties agree the terms of this Agreement are final, enforceable and no longer subject to change as of October 18, 2010, regardless of the date of execution by either party.

Town of Rumney

Groton Wind, LLC




Mark H. Andrew, Chairman BOS

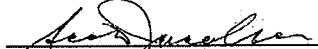
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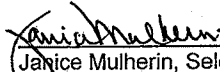

Name: Gary Raviv
Title: Authorized Representative



W. John Fucci, Selectman



Name: Scott Jacobson
Title: Authorized Representative



Janice Mulherin, Selectman

**TOWN OF RUMNEY
OFFICE OF THE SELECTMEN
79 Depot Street P.O. Box 220
Rumney N.H. 03266
603-786-9511
rumneysel@roadrunner.com
www.rumneynh.org**

**2012 FIRE PROTECTION CONTRACT
between
TOWN OF RUMNEY and TOWN OF GROTON**

The Town of Rumney enters into this contract with the Town of Groton for the period **January 1, 2012 to December 31, 2012** regarding the provision of fire protection as outlined below:

Calculations of shared expenses are based on the Fire Department's previous year's actual expenditures and costs. The Town of Rumney agrees to provide an itemized accounting of said expenditures and costs with this contract.

The Town of Groton agrees to compensate the Town of Rumney for the fire protection as follows:

- The amount of **\$8,066** payable to the "Town of Rumney" in two (2) equal payments of \$4,033; said payments are due on April 1, 2012 and October 1, 2012.
- Compensation for volunteer firemen responding will be at the rate of \$11.00 per hour and billed by the Selectmen's Office on a quarterly basis. Additional charges will be added to include the town's portion of payroll taxes (and retirement when applicable) and an administrative fee. Payment will be due within 30 days of receipt of an itemized accounting of charges and payable to the "Town of Rumney".

Please sign the contract and return a copy to the Rumney Selectmen's Office.

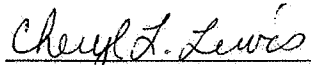
Rumney Board of Selectmen



Mark H. Andrew, Chairman



Janice Mulherin

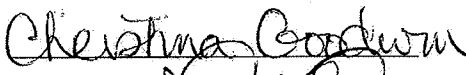


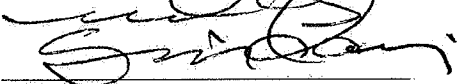
Cheryl L. Lewis

Date: 1/30/2012

Groton Board of Selectmen







Date: 03-20-12

TOWN OF RUMNEY
OFFICE OF THE SELECTMEN
79 Depot Street P.O. Box 220
Rumney N.H. 03266
603-786-9511
rumneysel@roadrunner.com
www.rumneynh.org

2012 EMERGENCY MEDICAL SERVICES (EMS) CONTRACT
between
TOWN OF RUMNEY AND TOWN OF GROTON

The Town of Rumney enters into this contract with the Town of Groton for the period **January 1, 2012 to December 31, 2012** regarding the provision of Emergency Medical Services.

Calculations of shared expenses are based on the EMS's previous year's actual expenditures and costs. The Town of Rumney agrees to provide an itemized accounting of said expenditures and costs with this contract.

The Town of Groton agrees to compensate the Town of Rumney **\$1,914** for emergency medical services, payable to the "Town of Rumney" and due on July 1, 2012.

Please sign the contract and return a copy to the Rumney Selectmen's Office.

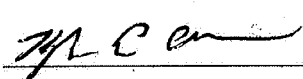
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Rumney Board of Selectmen

Groton Board of Selectmen




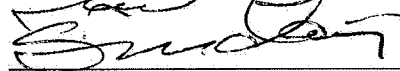
Mark H. Andrew, Chairman

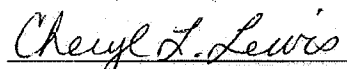




Janice Mulherin







Cheryl L. Lewis

Date Signed: 1/30/2012

Date Signed: 03-20-12