

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

February 19, 2013 - 2:15 p.m.  
Concord, New Hampshire

**IN RE:SITE EVALUATION COMMITTEE:  
DOCKET NO. 2010-01: Application of  
Groton Wind, LLC, for a Certificate of  
Site and Facility for a 48 MW Wind  
Energy Facility in Groton, Grafton  
County, New Hampshire  
(Public Meeting)**

**PRESENT:**

Cmsr. Thomas S. Burack (Presiding as Chairman of SEC)	N.H. Dept. of Environ. Services
Chrmn. Amy L. Ignatius (Vice Chairman of SEC)	N.H. PUC
Acting Cmsr. Philip Bryce	DRED - Parks & Rec.
Dir. Harry Stewart	DES - Water Division
Acting Dir. Craig Wright	DES - Air Resources
Cmsr. Robert R. Scott	N.H. PUC
Cmsr. Michael D. Harrington	N.H. PUC
Dir. Elizabeth Muzzey	DHR - Cultural Res.
Dir. Glenn Normandeau	N.H. Fish & Game
Interim Dir. Brad Simpkins	DRED - Forests/Lands
Dir. Meredith Hatfield	Off. of Energy & Plan.
Brook Dupee, Designee	Health & Human Svs.
Randall Knepper, Dir./Safety (Designated as PUC Engineer)	N.H. PUC

Counsel for the Committee: Michael J. Iacopino, Esq.

COURT REPORTER: Susan J. Robidas, LCR No. 44

1     **APPEARANCES:**     **Reptg. Groton Wind, LLC:**  
2                             Susan S. Geiger, Esq. (Orr & Reno)

3                             **Reptg. Counsel for the Public:**  
4                             Peter C. L. Roth, Esq.  
5                             Senior Asst Atty. General  
6                             N.H. Attorney General's Office

7                             **Reptg. the Town of Groton:**  
8                             Miles Sinclair, Selectman

9                             **Reptg. the Town of Rumney:**  
10                            Edward Haskell, Selectman

11                            **Reptg. the Buttolph/Lewis/Spring**  
12                            **Intervenor Group:**  
13                            Cheryl Lewis  
14                            Carl Spring

15                            Richard Roach-Army Corps of Engineers

16                            Marianne Peabody, *pro se*  
17                            (Abutter - Groton Hollow Road)

18                            Mario Rampino, *pro se*  
19                            (Resident - Groton Hollow Road)

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P R O C E E D I N G S

1  
2 CHAIRMAN BURACK: Good  
3 afternoon, ladies and gentlemen. My name is  
4 Tom Burack. I am the Commissioner of the  
5 Department of Environmental Services, and I  
6 serve as the Chair of the New Hampshire Site  
7 Evaluation Committee. I will be the  
8 presiding officer in the matter before us  
9 here this afternoon, and we are here for a  
10 public meeting of the New Hampshire Site  
11 Evaluation Committee.

12 The Site Evaluation Committee  
13 is established by R.S.A. 162-H. The  
14 membership of this committee includes the  
15 commissioners or directors of a number of  
16 state agencies, as well as specified key  
17 personnel from various state agencies. At  
18 this point, I would like to ask members of  
19 the Committee present at this meeting to  
20 introduce themselves. And following the  
21 introductions, I will ask Amy Ignatius,  
22 Chairman of the New Hampshire Public  
23 Utilities Commission, to conduct a brief  
24 process by which the PUC Commissioners will

1 designate a PUC engineer to participate in  
2 this proceeding. But first, let us turn to  
3 the introductions, starting to my far right.

4 DIR. STEWART: Harry Stewart,  
5 Water Division, Director of the Department of  
6 Environmental Services.

7 MR. WRIGHT: Craig Wright,  
8 acting director for the Air Resources  
9 Division, Department of Environmental  
10 Services.

11 MS. MUZZEY: Elizabeth Muzzey,  
12 director of the Division of Historical  
13 Resources in the Department of Cultural  
14 Resources.

15 DIR. NORMANDEAU: Normandeau,  
16 Executive Director, New Hampshire Fish & Game  
17 Department, and unable to speak.

18 CMSR. SCOTT: Bob Scott,  
19 Commissioner with the New Hampshire Public  
20 Utilities Commission.

21 CMSR. IGNATIUS: Amy Ignatius,  
22 Chairman of the New Hampshire Public  
23 Utilities Commission.

24 CMSR. HARRINGTON: Michael

1 Harrington, Commissioner, New Hampshire PUC.

2 MR. SIMPKINS: Brad Simpkins,  
3 Department of Resources and Economic  
4 Development.

5 MR. BRYCE: Bill Bryce,  
6 Department of Resources & Economic  
7 Development.

8 MS. HATFIELD: Meredith  
9 Hatfield, director of the Office of Energy  
10 and Planning.

11 CHAIRMAN BURACK: Thank you  
12 all very much.

13 Commissioner Ignatius, we'll  
14 turn things over to you.

15 CMSR. IGNATIUS: Thank you.  
16 We do have one matter just for the three PUC  
17 Commissioners to attend to. By the statute,  
18 162-H:3, there's a requirement that when the  
19 full SEC is sitting on a matter, there be a  
20 designated engineer from the PUC to  
21 participate. And in this case, Randy  
22 Knepper, who is the Director of our Safety  
23 Division, and an engineer, has been involved  
24 in reading the materials, and I would move

1 that we designate him to serve in this  
2 proceeding. He's actually stepped out right  
3 now, but he knows this is going on. He  
4 obviously got detained on something else in  
5 the building. But I would ask that we  
6 designate him as staff engineer.

7 CMSR. SCOTT: Second.

8 CMSR. IGNATIUS: Any  
9 opposition to that, Commissioner Harrington?

10 CMSR. HARRINGTON: No.

11 CMSR. IGNATIUS: Then it's  
12 unanimous. Thank you.

13 CHAIRMAN BURACK: Thank you  
14 very much. I just want to introduce to my  
15 immediate right is Michael Iacopino, who  
16 serves as counsel to the Committee for  
17 purposes of this proceeding today.

18 And I want to turn to Director  
19 Muzzey for a matter that you wish to put on  
20 the record. Please proceed.

21 MS. MUZZEY: I need to put on  
22 the record that I'm going to recuse myself  
23 from this matter. Due to staffing issues in  
24 my office, if I sit in this proceeding, no

1 one in my office will be available to  
2 administer our ongoing responsibilities under  
3 Section 106 of the National Historic  
4 Preservation Act.

5 CHAIRMAN BURACK: Very well.  
6 Thank you. I understand the basis for your  
7 recusal, and you are excused. So, thank you.

8 Director Normandeau.

9 DIR. NORMANDEAU: Just for the  
10 record, I want to disclose that the --

11 COURT REPORTER: Is your mic  
12 on?

13 DIR. NORMANDEAU: Success?

14 I just want to disclose that a  
15 person who works in my office is married to a  
16 selectman from Rumney, and it will have no  
17 effect on my decision. But just for the  
18 record...

19 CHAIRMAN BURACK: Thank you  
20 very much, Director Normandeau.

21 We'll turn now to an  
22 explanation of our agenda. The agenda for  
23 today's public meeting has included two  
24 matters. In Docket 2012-04, we considered



1 the petition of Timbertop Wind 1, LLC, to  
2 exercise the Committee's jurisdiction over  
3 the construction and operation of a wind  
4 energy facility proposed to be located in the  
5 towns of Temple and New Ipswich.

6 Now, in Docket No. 2010-01, we  
7 will consider issues raised by the Town of  
8 Rumney and James Buttolph, the intervenor,  
9 raising concerns associated with the  
10 construction of the facility under a  
11 certificate for site and facility with  
12 conditions granted to Groton Wind, LLC, on  
13 May 6, 2011. This is a monitoring and  
14 enforcement matter pursuant to R.S.A.  
15 162-H:4, Sections 1(c) and (d). The  
16 Committee has the obligation and authority to  
17 monitor for and enforce the terms and  
18 conditions of a certificate for site and  
19 facility. And I will begin with a brief  
20 summary.

21 In a decision dated May 6,  
22 2011, the Site Evaluation Committee granted a  
23 Certificate of Site and Facility with  
24 conditions to Groton Wind, LLC, authorizing

1 the construction and operation of a renewable  
2 energy facility. The facility comprises 24  
3 Gamesa G82 turbines, each having a nameplate  
4 capacity of 2 megawatts, for a total  
5 nameplate capacity of 48 megawatts. The  
6 facility is located in the town of Groton in  
7 Grafton County, New Hampshire.

8 On October 14, 2011, the New  
9 Hampshire Supreme Court issued an order  
10 declining to review the decision on appeal,  
11 and the Applicant subsequently commenced  
12 construction of the facility. The facility  
13 is now fully constructed. Of note: Groton  
14 contracts with the Town of Rumney to provide  
15 fire and rescue services within the town of  
16 Groton, including for the facility.

17 The Committee has received  
18 various communications raising concerns about  
19 the construction and operation of the  
20 facility. We will address them in turn.

21 First, the Committee received  
22 a number of letters from the Town of Rumney.  
23 Item A: On December 31, 2012, the Committee  
24 received a copy of a letter from the Town to

1 the Applicant concerning cold patch repairs  
2 required on Groton Hollow Road in Rumney.  
3 The letter references an oral agreement and  
4 reminded the Applicant that permanent repairs  
5 were required to be made at the Applicant's  
6 expense in the spring of 2013 -- that is,  
7 2013. In addition, the letter reminded the  
8 Applicant that an engineer's inspection and  
9 report on the condition of Groton Hollow Road  
10 was required at the conclusion of  
11 construction.

12 Item 1B: On December 31,  
13 2012, the Committee also received a letter  
14 from the Town expressing concerns about the  
15 Applicant's refusal to maintain the wind  
16 farm's roads during the winter months, to  
17 provide tower rescue training to the  
18 emergency responders, concerns about the  
19 Applicant's maintenance of the site,  
20 reimbursable expenses incurred by the Town,  
21 and poor communication with the Town.

22 Item 1C: On January 11, 2013  
23 and January 14, 2013, the Applicant filed  
24 letters with the Committee responding to the

1 concerns raised by the Town. On January 16,  
2 2013, the Town replied to the Applicant's  
3 responses indicating that it was looking  
4 forward to meeting with the Applicant on  
5 January 28th to discuss its concerns. The  
6 Town of Rumney indicated, however, that the  
7 issue of the maintenance of the wind farm's  
8 roads during the winter months by the  
9 Applicant remained unresolved.

10 Item 3 [sic]: On January 14,  
11 2013, James Buttolph, an intervenor in this  
12 docket, also filed a letter with the  
13 Committee, asking the Committee to reopen the  
14 record. In support of this request, Mr.  
15 Buttolph alleges that the construction of the  
16 project did not comport with the plans as  
17 approved by the Committee and that there was  
18 significant revisions to the plan,  
19 specifically regarding the location of the  
20 operation and maintenance, O & M building,  
21 and the location of two wind turbines. Mr.  
22 Buttolph also asserts that the revisions to  
23 the planned facility went outside of the  
24 purview of the wetlands permit conditions and

1 the alteration of terrain permit conditions  
2 and caused additional impacts that were  
3 beyond the authority delegated to DES in the  
4 certificate.

5 On January 16, 2013, the  
6 Applicant responded to Mr. Buttolph's letter.  
7 The Applicant asserts that the revision to  
8 the plans and the facility as constructed  
9 were properly submitted to the Department of  
10 Enviromental Services as modifications or  
11 amendments to the wetlands permit and the  
12 alteration of terrain permit. The Applicant  
13 asserts that further review by the Committee  
14 is unnecessary under the terms of the  
15 certificate.

16 On January 31, 2013, the  
17 Committee received a letter from the Town  
18 supporting the request and position expressed  
19 by Mr. Buttolph in his January 14, 2013  
20 letter.

21 Item 3: On January 25, 2013,  
22 Marianne Peabody, an abutter, filed a letter  
23 with the Committee requesting the Committee,  
24 one, to notify her of further deliberations

1 or hearings concerning the project; and, two,  
2 to order the Applicant to plant a  
3 "concentrated, generous, dense, wide tree  
4 buffer along and up the barren hill where the  
5 maintenance building sits."

6 Item 4: On February 14, 2012,  
7 Counsel for the Public, Attorney Peter Roth,  
8 filed a response to Mr. Buttolph's request.  
9 In his response, Counsel for the Public  
10 asserts that the facility was not constructed  
11 in accordance with the terms and conditions  
12 of the certificate and that the Applicant  
13 should be required to remove the O & M  
14 building and restore the site.

15 Notice of this hearing was  
16 issued by the Committee on January 18, 2013.  
17 Notice was posted on the Committee's Web  
18 site.

19 On January 25, 2013, the  
20 Applicant filed a Motion for Enlargement of  
21 Time to Publish Order and Notice of Public  
22 Meeting and Display Ad to January 31, 2013.  
23 Notice was published in *The Union Leader* on  
24 January 25, 2013 and in *The Plymouth Record*

1        *Enterprise* on January 31, 2013. Affidavits  
2        attesting to publication were filed with the  
3        Committee. The notice of this hearing  
4        designated the date of February 8, 2013 for  
5        the filing of motions to intervene in the  
6        proceeding. We have received one motion to  
7        intervene from Marianne Peabody. No  
8        objection has been filed to that motion.

9                                On February 8, 2013, as  
10       Chairman of the Committee, I forwarded a  
11       letter to Attorney General Delaney, inviting  
12       him to appoint Counsel for the Public in this  
13       docket. Counsel for the Public was  
14       reappointed and appears here today.

15                              The matter before the  
16       Committee today is to determine how we will  
17       proceed with respect to the issues raised in  
18       each of the letters from the Town of Rumney  
19       and on Mr. Buttolph's request to reopen the  
20       record.

21                              The authority for the hearing  
22       is R.S.A. 162-H:4, Section 1(c) and (d).  
23       Pursuant to the statute, the Committee has  
24       the obligation and authority to monitor the

1 construction and operation of any energy  
2 facility that is subject to the terms and  
3 conditions of a Certificate of Site and  
4 Facility. The Committee is also empowered to  
5 enforce the terms and conditions of a  
6 Certificate of Site and Facility.

7 Before I take appearances, I  
8 will address three preliminary matters:  
9 First, because of the quasi-judicial nature  
10 of proceedings before the Site Evaluation  
11 Committee, and to avoid any potential for  
12 ex-parte communications, I must request that  
13 all parties having an interest in these  
14 proceedings, including the Applicant, all  
15 intervenors, Counsel for the Public, and  
16 members of the public and press, direct all  
17 written submittals to Jane Murray, secretary  
18 of the Committee, and any other necessary  
19 communications outside of this proceeding  
20 here today that they wish to have with the  
21 Committee through Attorney Michael Iacopino,  
22 and that they refrain from communicating  
23 directly with any of members of the Committee  
24 regarding any matters now pending or



1 reasonably anticipated to come before the  
2 Committee.

3           Second, I wish to address the  
4 Applicant's Motion to Extend the Publication  
5 Date. There have been no objections to the  
6 motion. The request was for an extension of  
7 two days due to circumstances surrounding the  
8 publication schedule of the Plymouth  
9 newspaper. These circumstances were beyond  
10 the Applicant's control. I also note that  
11 notice was published statewide in *The Union*  
12 *Leader* on January 25, 2013, and on the  
13 Committee's Web site. Therefore, I find the  
14 public notice to be sufficient, and as  
15 presiding officer, will grant the Motion to  
16 Extend the Publication Deadline.

17           The third preliminary concerns  
18 Ms. Peabody's motion to intervene. No  
19 objections have been filed to this motion.  
20 Before I take appearances, I wish to advise  
21 the Committee and the parties that, in my  
22 capacity as presiding officer, I have  
23 determined, pursuant to New Hampshire Code of  
24 Administrative Rules 202.11, that the motion

1 to intervene filed by Ms. Peabody will be  
2 granted. Ms. Peabody is clearly affected by  
3 the site conditions and has a substantial  
4 interest in the outcome of this proceeding.

5 We will begin by taking  
6 appearances in this matter. We will then  
7 allow the Town of Rumney the opportunity to  
8 express their concerns and explain the basis  
9 for their request. When the Town has  
10 concluded its presentation, we will allow Mr.  
11 Buttolph to state his position and explain  
12 his request to reopen the record.

13 Thereafter, we will hear from any other  
14 intervenors, including Ms. Peabody, who may  
15 wish to be heard on these issues. We will  
16 then hear from Counsel for the Public. And  
17 finally, we will hear from the Applicant.  
18 Thereafter, the Committee may have questions  
19 for the parties. We will then offer members  
20 of the public the opportunity to make brief  
21 comments, if there are any members of the  
22 public here who are not otherwise represented  
23 and have something that they wish to share  
24 regarding these matters. Following Committee

1 questions and public comment, the Committee  
2 will then determine how it should proceed in  
3 this docket. Please remember all our  
4 hearings are recorded verbatim by the court  
5 reporter; so please don't interrupt or speak  
6 over another speaker. I would ask all  
7 parties and Committee members to remember to  
8 speak clearly and to use the microphones.  
9 Also, I would request that all persons in the  
10 room silence their cellular telephones.

11 We will now proceed to take  
12 appearances, starting with the towns  
13 themselves. Is there somebody here on behalf  
14 of the Town of Rumney? Sir, would you please  
15 state and spell your name for the record.

16 MR. HASKELL: Ed Haskell,  
17 H-A-S-K-E-L-L.

18 CHAIRMAN BURACK: And what is  
19 your position with the Town of Rumney?

20 MR. HASKELL: Selectman.

21 CHAIRMAN BURACK: Thank you.  
22 Is it chairman of the board or member of the  
23 board of selectman?

24 MR. HASKELL: Member of the

1 board.

2 CHAIRMAN BURACK: Thank you  
3 very much, Mr. Haskell.

4 For the Town of Groton.

5 MR. SINCLAIR: Miles Sinclair,  
6 member of the board of selectmen. My last  
7 name is S-I-N-C-L-A-I-R, representing the  
8 Groton Select Board.

9 CHAIRMAN BURACK: Thank you,  
10 Mr. Sinclair.

11 Are there -- sorry. The  
12 parties representing Mr. Buttolph. I  
13 apologize if I mispronounce that. So perhaps  
14 you can correct my pronunciation.

15 MS. LEWIS: Actually, I'm  
16 representing the Buttolph/Lewis/Spring group.  
17 I'm Cheryl Lewis, L-E-W-I-S. Mr. Buttolph  
18 was not able to attend today. I would like  
19 for the record, however, just to mention that  
20 I am also a member of the board of selectmen  
21 in the Town of Rumney, but everything I speak  
22 of today will only be as a -- my personal  
23 words as an intervenor.

24 CHAIRMAN BURACK: Thank you

1 very much.

2 Ms. Peabody, are you here  
3 today?

4 MS. PEABODY: Yes, I am.

5 CHAIRMAN BURACK: All right.  
6 And it's Marianne Peabody. Am I pronouncing  
7 that correctly?

8 MS. PEABODY: Yes.

9 CHAIRMAN BURACK: Thank you.  
10 Okay. Counsel for the Public.

11 MR. ROTH: Good morning -- or  
12 good afternoon, Mr. Chairman and members of  
13 the Committee. Peter Roth, Counsel for the  
14 Public.

15 CHAIRMAN BURACK: Thank you  
16 very much. And for the Applicant.

17 MS. GEIGER: Yes, I'm Susan  
18 Geiger, from the law firm of Orr & Reno. And  
19 with me at counsel table, on behalf of Groton  
20 Wind, LLC are Mr. Edward Cherian and Doren  
21 Emmett. Good afternoon.

22 CHAIRMAN BURACK: I'm sorry.  
23 Edward Cherian. And who's the other  
24 gentleman with you?

1 MS. GEIGER: Mr. Doren Emmett.

2 CHAIRMAN BURACK: Doren? Can  
3 you spell both first and last name for us,  
4 please?

5 MS. GEIGER: Yes. Doren is  
6 D-O-R-E-N, and Emmett is E-M-M-E-T-T.

7 CHAIRMAN BURACK: Thank you.  
8 And what are their respective positions with  
9 the Applicant?

10 MS. GEIGER: I will let them  
11 tell you that.

12 MR. CHERIAN: I'm the project  
13 developer.

14 CHAIRMAN BURACK: And that's  
15 Mr. Cherian?

16 MR. CHERIAN: Yes.

17 CHAIRMAN BURACK: Thank you.

18 MR. EMMETT: And this is Mr.  
19 Emmett. I am the project manager for  
20 engineering and construction for Iberdrola  
21 Renewables.

22 CHAIRMAN BURACK: Thank you  
23 very much. I appreciate this. I'm sure that  
24 the parties here today who have been involved

1 with this project from the outset will  
2 recognize that a number of us are now sitting  
3 involved with this matter for the first time.  
4 We were not involved in the original  
5 proceedings before the Committee on this.  
6 So, we appreciate your indulgence and  
7 understanding there.

8 So, that having been said, are  
9 there any others who were expected to be able  
10 to address us today?

11 (No verbal response)

12 CHAIRMAN BURACK: Very good.  
13 Thank you.

14 Let's proceed then to allow  
15 the Town of Rumney, Mr. Haskell, to express  
16 your concerns, if you would briefly, and the  
17 basis for your requests.

18 MR. HASKELL: Well, all of my  
19 concern --

20 COURT REPORTER: Sir, is your  
21 mic on?

22 CHAIRMAN BURACK: It's  
23 important that you push your microphone on  
24 and speak into it. Thank you.

1 MR. HASKELL: My main concern  
2 is that they entered into a contract with the  
3 Town of Rumney, and we feel that they should  
4 honor it and live up to it. And they haven't  
5 done that, as far as -- especially as far as  
6 the fire and EMS, not taking care of the  
7 roads. There's just no way for people to get  
8 up there.

9 CHAIRMAN BURACK: Thank you.  
10 Is there anything further you wish to share  
11 with us at this time then?

12 MR. HASKELL: No.

13 CHAIRMAN BURACK: Do you have  
14 for us any updates, Mr. Haskell, regarding  
15 any payments that may have been received from  
16 the Applicant or from the contractor?

17 MR. HASKELL: No, not as of  
18 yesterday.

19 CHAIRMAN BURACK: Thank you  
20 very much.

21 Okay. Mr. Sinclair, do you  
22 have something you wish to share from the  
23 Town of Groton?

24 MR. SINCLAIR: Just that at



1           this point, the Committee has received a  
2           letter expressing the position of the Town of  
3           Groton with respect to the road maintenance  
4           issue -- more specifically, emergency  
5           response. But depending on what's said here  
6           today, I would like to reserve the right to  
7           offer further comment going forward if  
8           possible.

9                                 CHAIRMAN BURACK: Mr.  
10          Sinclair, thank you. And the letter you're  
11          referencing is a fairly recent letter; is  
12          that correct?

13                                MR. SINCLAIR: It is. I  
14          believe it was e-mailed last Thursday.

15                                CHAIRMAN BURACK: So this was  
16          a letter dated February 14th?

17                                MR. SINCLAIR: I did see it is  
18          posted on the SEC Web site. I was online  
19          yesterday and saw it.

20                                CHAIRMAN BURACK: Okay. Thank  
21          you. So this is a letter that the Committee  
22          should have received, dated February 14,  
23          2013, addressed to me, in my capacity as  
24          chairman, and it's regarding Groton Wind

1 Farm, LLC, environmental health and safety  
2 plan. Just want to make sure the Committee  
3 members have seen that.

4 Okay. Very good. Do you have  
5 anything further at this time then?

6 MR. SINCLAIR: Not at this  
7 time, no.

8 CHAIRMAN BURACK: Thank you.  
9 Cheryl Lewis. I'm sorry.

10 Mr. Haskell, did you have  
11 something further?

12 MR. HASKELL: Yeah. On this  
13 letter, I would just like to state that it's  
14 the Town of Rumney that provides the fire and  
15 EMS services to the Groton Wind project.

16 CHAIRMAN BURACK: And if I  
17 may, Mr. Haskell, can you help us to  
18 understand that? As I understand it, there  
19 is some form of an inter-municipal  
20 agreement --

21 MR. HASKELL: Yes.

22 CHAIRMAN BURACK: -- between  
23 the Town of Groton and the Town of Rumney,  
24 whereby the Town of Groton compensates the

1 Town of Rumney in some fashion for the  
2 provision of both rescue and fire services;  
3 is that correct?

4 MR. HASKELL: That's correct.

5 CHAIRMAN BURACK: Thank you.  
6 And is that a contract that's entered into on  
7 an annual basis? Or what's the --

8 MR. HASKELL: Yes, it's  
9 annual.

10 CHAIRMAN BURACK: It's an  
11 annual contract. Thank you. Okay.

12 MR. SINCLAIR: If I may, Mr.  
13 Chairman, address that?

14 CHAIRMAN BURACK: Yes, please,  
15 Mr. Sinclair.

16 MR. SINCLAIR: Just for  
17 factual purposes, the Town of Groton has been  
18 entering into a yearly contractual agreement  
19 with the Town of Rumney to support fire and  
20 EMS service in the town. We do not solely  
21 rely on them. A portion of the town is  
22 covered by the Hebron Fire Department, and  
23 the northern portion of town is covered -- or  
24 has been covered by the Rumney Fire

1 Department. And Rumney is not primary EMS in  
2 either event; Hebron is. Under certain  
3 circumstances, if exigent circumstances  
4 exist, then Rumney can transport. But  
5 ordinarily, they are not the primary EMS  
6 provider for transport purposes. And this is  
7 just, again, for factual information for the  
8 Committee. The contract technically has  
9 expired that we have with the Town of Rumney.  
10 It's a calendar-year contract that has  
11 expired the end of the December 2012. There  
12 has been some correspondence back and forth  
13 between the Town of Rumney and the Town of  
14 Groton regarding the possibility for a new  
15 contract. At present, the Groton Select  
16 Board has not made a determination on whether  
17 to renew this contract with the Town of  
18 Rumney. And the reason for that are twofold:  
19 No. 1, even though we do not have a fire  
20 department, we do have a fire chief, and that  
21 is Roger Thompson. And he is a career  
22 firefighter, retired, last working for the  
23 Town of Plymouth. He has recommended to the  
24 Groton Select Board that we not renew the

1 Rumney fire agreement due to some personnel  
2 price increases and also some circumstances  
3 with both fire and EMS response. The Groton  
4 Select Board has been reluctant up to this  
5 point to follow through with that  
6 recommendation without input from the  
7 public -- i.e., the people involved that  
8 would receive that service.

9                   And just to highlight, I guess  
10 one of the concerns that the Groton Select  
11 Board has with the personnel cost increases  
12 is they had proposed to increase the hourly  
13 rates for their responding personnel from \$11  
14 an hour to \$15 an hour, coupled with a  
15 three-hour minimum call-in payment. So, in  
16 effect, that has more than tripled personnel  
17 cost for the Town of Groton. We had  
18 expressed our objections to that in a letter  
19 and had offered to meet with the Town of  
20 Rumney to address those concerns.  
21 Apparently, they have declined to meet with  
22 us. And just last Friday I received an  
23 e-mail. I believe that's when the town  
24 office got it as well. We had previously

1 received a draft copy of the proposed  
2 contract, and now we have received a final  
3 proposal that we have yet to act on. In  
4 fairness, in the past, the contract has been  
5 allowed to expire, and services have  
6 continued to be provided by the Town of  
7 Rumney up until a new contract is signed. It  
8 would be unusual, at least during my tenure  
9 as a member of the board of selectmen, to  
10 sign a contract prior to year end.

11 CHAIRMAN BURACK: Thank you.

12 And if I may, is this a matter that would go  
13 before your town meeting for consideration  
14 before you selectmen would make a decision?

15 MR. SINCLAIR: These have been  
16 preliminary discussions at this point. But I  
17 know that myself and Kyle Andrews, who's also  
18 on the board of selectmen, are hesitant to  
19 make that kind of a decision prior to getting  
20 input from the public who would be served by  
21 Rumney. So we've talked about the  
22 possibility of holding a public hearing for  
23 that input.

24 CHAIRMAN BURACK: Thank you.

1 Attorney Iacopino has a question.

2 MR. IACOPINO: Mr. Sinclair,  
3 if there were a need for a fire truck up on  
4 the project today, would you be expecting the  
5 Town of Rumney's fire truck to be responding?

6 MR. SINCLAIR: The short  
7 answer is yes. But Hebron Fire also responds  
8 to all calls as well.

9 MR. IACOPINO: Thank you.

10 MS. LEWIS: Am I allowed to  
11 speak on this matter?

12 CHAIRMAN BURACK: Yes, you  
13 may, Ms. Lewis.

14 MS. LEWIS: Thank you. In  
15 regards to the winter road maintenance for  
16 the town of Groton, in the letters that have  
17 been submitted to the SEC, our intervenor  
18 group takes the position that this is  
19 actually a regional impact situation. It  
20 doesn't just involve strictly the town of  
21 Rumney. There are also the town Plymouth  
22 borders it, as well as Hebron. The whole  
23 project area, if there was a fire that took  
24 place, our fire trucks, as well Plymouth's,

1 or any of the other local fire trucks, would  
2 not be able to respond. There's people here  
3 right now that live not that far that have  
4 some real concerns about it. I don't know  
5 if -- I know Mr. Watson's here and has some  
6 concerns himself, and he actually lives in  
7 the town of Rumney. And there's other  
8 homeowners that live right near the project  
9 site that have concerns.

10 One other matter that I'd like  
11 to bring up is the fact that Mr. Sinclair and  
12 his board has stated that they are in support  
13 of the safety plan that's been issued by  
14 Ibedrola. However, I'd like the board to  
15 recognize that on February 12, Mr. Sinclair  
16 himself closed, in combination with the other  
17 snowmobile club, closed the trails that go up  
18 through the Groton Wind Farm. And our  
19 understanding is that it was specifically  
20 because the Snow Cat that is used to groom  
21 those trails was unable to get up there. And  
22 I have copies of the Web site and Mr.  
23 Sinclair's personal words that were put on  
24 that. And they were reopened on the 15th of



1 February. But I do find it quite interesting  
2 that from the 12th to the 15th, when the Town  
3 of Groton issued that statement saying that  
4 they supported it, it felt that using  
5 all-terrain vehicles to access the wind farm  
6 was appropriate and that they felt both the  
7 Ibedrola employees, as well as our first  
8 responders, would be safe in doing that; yet,  
9 at the same time, he's closing down the  
10 snowmobile trails because he doesn't feel the  
11 snowmobilers will be safe going there.

12 The only other matter I'd like  
13 to address would be the statement made  
14 regarding our fire responders. And, of  
15 course, again speaking as a resident of  
16 Rumney and not the select board, is that I  
17 think the residents that I've spoken to in  
18 Rumney feel strongly that Rumney should not  
19 be subsidizing the Town of Groton for their  
20 emergency services. And this has happened.  
21 The reality is our firefighters were out  
22 there at 3:00 a.m, I believe roughly two  
23 weeks ago, fighting a brush fire in the town  
24 of Rumney. And I think anybody that's awoken

1 out of bed in the middle of the night on a  
2 cold night shouldn't be expected to do it at  
3 \$10 an hour. And I think even \$15 an hour is  
4 quite a reasonable rate to request.

5 So, as far as the road matter,  
6 that's all I have to offer. I'm hoping that  
7 I'm going to be able to speak later, as far  
8 as the O & M building. I'm assuming that's  
9 how this will work. Thank you.

10 CHAIRMAN BURACK: Okay. Thank  
11 you. I did lay out in my opening that there  
12 were essentially four different sets of  
13 issues that we needed to address here. And  
14 why don't we dispense first in our comments  
15 here with those matters that do not involve  
16 the O & M building, and then we will turn to  
17 any discussions of the O & M building after  
18 we've completed that.

19 So I'm assuming that, Ms.  
20 Peabody, you don't have any comments on the  
21 matters other than the O & M building; is  
22 that correct?

23 MS. PEABODY: Correct.

24 CHAIRMAN BURACK: So we'll

1 hold off with you for the moment then.

2 Why don't we turn, then, to  
3 Attorney Geiger, if you wish to address --  
4 I'm sorry -- Counsel for the Public first,  
5 and then we'll hear from Attorney Geiger.

6 MR. ROTH: I don't have any  
7 comments with respect to anything other than  
8 the O & M building.

9 CHAIRMAN BURACK: Okay. Thank  
10 you. Attorney Geiger.

11 MS. GEIGER: Yes. Thank you,  
12 Mr. Chairman. I believe the Groton Wind's  
13 response is laid out in Paragraph 1 of the  
14 letter that it submitted to the Committee on  
15 January 11th this year. The Company is  
16 obviously very concerned with safety issues  
17 and takes its responsibilities under the  
18 certificate and generally for safety issues  
19 very seriously. Having said that, plowing on  
20 very steep-grade roads of this project  
21 creates a safety concern, and it increases  
22 the concentration of spring melt runoff. And  
23 therefore, given the situation at hand, the  
24 Company had determined that it would be more

1 safe, rather than to plow the roads and sand  
2 them, as the Town of Groton is requesting and  
3 suggesting, that access to the turbines  
4 themselves be provided via a Snow Cat or a  
5 similar snowmobile device. And that's what's  
6 currently happening.

7 I think in response to a  
8 comment that I believe Ms. Lewis made, that  
9 she is concerned that Plymouth and Hebron and  
10 Rumney may not be able to respond -- would  
11 not be able to respond to an emergency on  
12 site, I think that's somewhat misleading.  
13 Certainly, the road leading to the project  
14 entrance, at least to the O & M building,  
15 maintenance of that road, keeping it open for  
16 emergency vehicles, is not the project's  
17 responsibility. That's the Town of Rumney's  
18 responsibility. So it would be the Town's  
19 responsibility to get any emergency vehicles  
20 up to that point. At that point, if there  
21 were transportation needed to either one of  
22 the turbines, or some other point within the  
23 project area where the roads had not been  
24 plowed, the project would make its Snow Cat

1 available and transport emergency personnel,  
2 if needed. So that is the emergency response  
3 plan for winter months that's currently in  
4 place. It's acceptable to the Town of  
5 Groton, as evidenced by Mr. Sinclair's  
6 comments and his submission of February 14th,  
7 which has been signed by all three select  
8 board members of the Town of Groton. And  
9 therefore, we believe that the issue raised  
10 by the Town of Rumney has been appropriately  
11 addressed. Now, we recognize that in the  
12 Town of Groton agreement, the Applicant at  
13 the time -- now Groton Wind is the  
14 certificate holder -- had indicated that it  
15 would make -- that it would maintain the  
16 roads. And I don't want to misspeak. So if  
17 you give me a moment, I just want to make  
18 sure I'm reading the words correctly.

19 (Pause in proceedings.)

20 MS. GEIGER: I apologize. I  
21 had a -- there's lots of papers involved  
22 here, and so I just want to make sure that  
23 I --

24 CHAIRMAN BURACK: Is there a

1 particular document that you were looking at?

2 MS. GEIGER: Well, I was  
3 looking at the Town of Groton agreement. And  
4 I believe that there's a provision there that  
5 talks about --

6 MS. LEWIS: 8.21.

7 MS. GEIGER: Thank you.  
8 There, at 8.21, it's the owner's  
9 responsibility to construct and maintain  
10 roads that allow for year-round access to  
11 each wind turbine at a level that permits  
12 passage and turnaround of emergency response  
13 vehicles.

14 "Emergency response vehicles"  
15 are not defined in this agreement. And we  
16 would submit that a Snow Cat or a snowmobile  
17 provided for emergency response at a  
18 snow-covered area is appropriate under the  
19 circumstances. Obviously, this Company is  
20 very concerned about its safety  
21 responsibility and feels that that method of  
22 transportation at this particular time in  
23 snow-covered circumstances is far preferable  
24 to plowing and sanding very steep roadways.

1 MS. LEWIS: Could I respond to  
2 that?

3 CHAIRMAN BURACK: Ms. Lewis,  
4 please proceed.

5 MS. LEWIS: In addition to the  
6 Groton town agreement, on the original  
7 Application, Section F.5, Page 28, it also  
8 Groton Wind will maintain these roads  
9 year-round, including plowing, sanding and  
10 grading as necessary. Typically, a snowplow  
11 contract is entered into with a local vendor.

12 Now, our feeling is, if there  
13 were concerns regarding steepness of the  
14 roads and some of the items that Ms. Geiger  
15 just alluded to, that those certainly should  
16 have been brought up during this process, and  
17 the intervenors would have had an opportunity  
18 to question it and that type of thing. But  
19 it shouldn't be a situation where now they  
20 are unilaterally allowed to change what's  
21 already in the certificate.

22 CHAIRMAN BURACK: Ms. Lewis,  
23 I'm sorry. I can't move as fast finding  
24 things as you're referring to them. Can you

1 explain to us again what document you're  
2 looking in and what you're looking at?

3 MS. LEWIS: Absolutely. It  
4 was the original Application that was  
5 submitted by Groton Wind.

6 CHAIRMAN BURACK: So it's the  
7 Application, not the actual certificate  
8 itself.

9 MS. LEWIS: Correct.

10 CHAIRMAN BURACK: Okay. Do we  
11 have information to suggest that that  
12 provision of the Application was specifically  
13 included in the certificate?

14 MS. LEWIS: Just the aspect of  
15 what was put in the Groton town agreement,  
16 the 8.21, where it states that it permits  
17 passage and turnaround of emergency response  
18 vehicle.

19 And I guess I would question a  
20 fire truck -- you can't pull a fire truck up  
21 on a snowmobile or a Snow Cat. So if there's  
22 any type of fire, there's still no ability to  
23 have the fire be addressed in an emergency  
24 situation.



1                   CHAIRMAN BURACK: Thank you.

2                   Ms. Geiger, do you have  
3 anything further that you wish to share with  
4 the Committee on any of these matters that  
5 have been raised? And I'll start with what I  
6 identified as Item 1A, which is a concern  
7 about the question of whether or not the  
8 Applicant would pay for repairs of Groton  
9 Hollow Road in Rumney?

10                   MS. GEIGER: Yes. Thank you,  
11 Mr. Chairman. I'm sorry. I didn't mean to  
12 skip over that.

13                   Certainly, I think the  
14 response that we provided to that particular  
15 issue -- I believe this was the cold patch  
16 road repairs -- certainly, the Town of Rumney  
17 will be reimbursed for those expenses. And  
18 my understanding is that an invoice has been  
19 submitted to the Company's headquarters in  
20 Portland, Oregon, and it's in the process of  
21 being paid. So I believe the Town should be  
22 paid fairly soon on that expense.

23                   CHAIRMAN BURACK: So you're  
24 talking about an expense that's already been

1 incurred. Are there --

2 MS. GEIGER: Yes.

3 CHAIRMAN BURACK: -- going to  
4 be additional expenses for additional work to  
5 be incurred in the spring of 2013?

6 MS. GEIGER: I don't believe  
7 so.

8 CHAIRMAN BURACK: So, perhaps  
9 I misspoke when I referred to permanent  
10 repairs to be made in the spring of 2013.  
11 Maybe that was spring of 2012? Is that  
12 correct?

13 Mr. Haskell, do you have  
14 something further on that?

15 MR. HASKELL: Yeah, it's next  
16 spring, 2013 [sic]. When I met with Mr.  
17 Emmett, we discussed that at the select board  
18 meeting.

19 (Discussion off the record between  
20 Atty. Geiger and Mr. Emmett.)

21 MS. GEIGER: Yes, and I stand  
22 corrected. I just conferred with Mr. Emmett,  
23 and he indicated that he will be meeting with  
24 the Town in the spring of 2013, this coming

1           spring, to discuss additional road repairs  
2           and to make payment for that. But the  
3           Applicant clearly understands that it's its  
4           responsibility under the agreement with the  
5           Town of Rumney to pay for those road repairs.

6                           CHAIRMAN BURACK: Thank you.  
7           Attorney Iacopino.

8                           MR. IACOPINO: Ms. Geiger, I  
9           would ask you to address Ms. Lewis's  
10          assertion that the section in the  
11          Application, F.5, at Page 28 -- whether or  
12          not you believe that that has been wrapped  
13          into the conditions of the certificate. And  
14          I would point out to you that on the  
15          certificate it says, "Further ordered that,  
16          the Applicant may site, construct and operate  
17          the project as outlined in the Application as  
18          amended, and subject to the terms and  
19          conditions of the decision in this order and  
20          certificate."

21                                  What is the Applicant's  
22          position with respect to whether or not that  
23          part of your Application is considered to be  
24          a condition of the certificate?

1 MS. GEIGER: I think that, to  
2 the extent that it's considered a condition,  
3 that it's been superseded by the other  
4 conditions with the Town of -- that are  
5 listed in the Town of Groton agreement that  
6 speak to emergency vehicles and road access  
7 more generally. I think that at the time the  
8 Application was submitted, it's probably fair  
9 to assume that Groton Wind thought it was  
10 going to be plowing and sanding roads for  
11 this project. As it turns out, at the  
12 present time, that is an unsafe manner to  
13 maintain these roads. Therefore, Groton Wind  
14 is proceeding in accordance with the  
15 agreement with the Town of Groton to maintain  
16 the roads for the passage of emergency  
17 vehicles, which it is now saying will be  
18 these snowmobiles.

19 CHAIRMAN BURACK: Commissioner  
20 Harrington.

21 CMSR. HARRINGTON: I just want  
22 to follow up on that. You're saying  
23 snowmobiles. I'm reading the agreement with  
24 the Town, Section 8.21. It says, "Owner

1 shall construct and maintain roads at the  
2 wind farm that allow year-round access" -- I  
3 think we can agree that means all the time --

4 (Court Reporter interjects.)

5 CMSR. HARRINGTON: -- "to each  
6 wind turbine at a level that permits passage  
7 and turnaround of emergency response  
8 vehicles." Now, I've never heard a  
9 snowmobile referred to as an emergency  
10 response vehicle; yet, certainly you would  
11 think an ambulance or a fire truck would be  
12 an emergency response vehicle. How do you  
13 intend to get fire trucks up there? Are you  
14 going to tow them up with this Snow Cat? I  
15 don't think this passes the straight-face  
16 test of emergency response vehicles.

17 MS. GEIGER: I think you need  
18 to think about, with due respect, the record  
19 that was developed at the hearing about fires  
20 at the towers. And I realize that not all  
21 the members of this committee sat on the  
22 subcommittee that heard the Application. But  
23 I believe the testimony in the record is  
24 that, should there be -- typically, if there

1 is a fire at a wind turbine, it is allowed to  
2 burn out, especially since we have winter  
3 conditions and there's snow on the ground.  
4 So the risk of a brush fire is reduced or  
5 non-existent in that situation.

6 CMSR. HARRINGTON: That may  
7 indeed be the case, but there's nothing in  
8 here that tells us about during times of high  
9 fire damage or anything like that. It says  
10 "year-round access for passage and turnaround  
11 to emergency response vehicles." My question  
12 is: You don't consider a fire truck or  
13 police car or ambulance an emergency response  
14 vehicle?

15 MS. GEIGER: All I can tell  
16 you, Commissioner Harrington, is what I've  
17 been told by my client. And the way they're  
18 addressing this condition is that they find  
19 it unsafe to plow these roads and maintain  
20 them as a traditional road would be  
21 maintained; that emergency vehicles provided  
22 by responders can drive up the roads that are  
23 maintained by the Town to the entrance of the  
24 wind farm, and then the wind farm apparently

1 will take it from there with whatever  
2 vehicles they have available. That's all I  
3 can tell you.

4 CMSR. HARRINGTON: Can I just  
5 follow up, Mr. Chairman?

6 Is there any plans by the  
7 Company to amend this agreement to make the  
8 words so that they actually are what's being  
9 done?

10 MS. GEIGER: I'm not aware of  
11 that.

12 CMSR. HARRINGTON: I'm trying  
13 to figure how this happens if there is an  
14 emergency. Somebody falls up on one of the  
15 towers. Someone gets electrocuted. Someone  
16 drops a tool on their foot and they cut  
17 themselves open. An ambulance has to get up  
18 there. So, is there like a stand-by crew  
19 of fire -- is there a stand-by crew of  
20 snowmobile drivers with snowmobiles to get  
21 where the road stops being plowed, and they  
22 jump out and hop on the snowmobiles and  
23 someone drives them up?

24 MS. GEIGER: Apparently, while

1 personnel are on site at the wind farm,  
2 they're required to have emergency personnel  
3 present with snowmobiles. That's my  
4 understanding.

5 CMSR. HARRINGTON: All right.  
6 Thank you.

7 CHAIRMAN BURACK: Going to go  
8 first to Commissioner Scott and then Chairman  
9 Ignatius.

10 CMSR. SCOTT: Thank you.

11 Attorney Geiger, on the same  
12 question, can you explain a little bit more,  
13 or maybe your client can, on why it's unsafe  
14 to plow the road?

15 MS. GEIGER: Go ahead. I'll  
16 let Mr. Emmett speak to that.

17 MR. EMMETT: I'll take this  
18 one. Actually, I am the project manager.

19 MR. ROTH: Excuse me, Mr.  
20 Chairman. If we're going to have testimony  
21 from a non-attorney, we should have him sworn  
22 in or we should have an evidentiary hearing  
23 set up. I don't think that having this  
24 witness speak now would be appropriate under



1 the circumstances.

2 MS. GEIGER: That's fine. And  
3 I'm happy to take that as a record request.

4 MR. ROTH: I didn't mean it as  
5 a record request. I meant as -- this could  
6 be the issue in this matter, whether there is  
7 a violation of the certificate. And this may  
8 be something that we ought to have testimony  
9 and experts and not simply a record request  
10 saying where they get to say whatever they  
11 want.

12 CHAIRMAN BURACK: Attorney  
13 Roth, thank you. I appreciate that question,  
14 and I've been struggling with that very  
15 question myself here as to what the most  
16 expeditious way is to get this matter  
17 resolved, because clearly there are arguably  
18 both factual and legal issues involved here,  
19 and it's going to be up to the Committee to  
20 decide how we want to get this resolved in  
21 the most expeditious manner we can and in the  
22 most efficient manner.

23 Attorney Geiger, did you have  
24 a suggestion for us as to how that might be

1 done?

2 MS. GEIGER: I was just going  
3 to say, if you'd like an offer of proof, what  
4 I'd need to do is confer with my client for a  
5 moment, and I could then easily provide  
6 information at this time, if that's what you  
7 prefer. Otherwise, what I would offer is to  
8 take a record request and submit it in  
9 writing.

10 CHAIRMAN BURACK: Attorney  
11 Geiger, if we were to -- I'm just trying to  
12 find the most expeditious way to work here.  
13 If we were to have your client take an oath  
14 now, he could certainly answer questions, but  
15 then we need to have the opportunity for  
16 others to cross-examine him as well. And I  
17 don't know if we can do this in a quick  
18 manner or not, and Attorney Roth, whether  
19 you're prepared to do that. And then we'd  
20 have to give others who have an interest an  
21 opportunity to do so as well.

22 MR. ROTH: I'm certainly not  
23 prepared to cross-examine this witness on  
24 whether sand -- or plowing and sanding was an

1 unsafe thing to do. It seems to me that that  
2 would be an issue for some discovery and, you  
3 know, perhaps a countervailing expert on the  
4 same issue. And I think probably the  
5 appropriate procedure would be to have, you  
6 know, a prehearing conference with Mr.  
7 Iacopino where we discuss the process that  
8 we're going to go through, as we have done in  
9 other cases. And we may find ourselves doing  
10 that, anyway, with respect to the O & M  
11 building issues.

12 CHAIRMAN BURACK: Well, that's  
13 certainly possible. I'm going to try to cut  
14 through this. I'm going to make a suggestion  
15 as a possible way to proceed here on this  
16 matter, and then I'm just going to try to  
17 work through these items sequentially as I  
18 outlined them here.

19 But on this particular one, my  
20 thinking is this, and I just offer this for  
21 consideration by the Committee: That we  
22 would ask the parties to take the next 30  
23 days to meet and see if they can work out a  
24 mutually acceptable resolution of this issue,

1 and at the end of those 30 days to notify the  
2 Committee of the outcome -- that is, an  
3 agreement has been achieved that is mutually  
4 acceptable to the parties or not; and if not,  
5 then the Committee would need to proceed to  
6 schedule an evidentiary hearing. And there  
7 presumably would need to be discovery ahead  
8 of time. I hear Counsel for the Public  
9 saying that they may wish under those  
10 circumstances to identify an expert. But  
11 then we have to have an evidentiary hearing  
12 to either approve an amendment to the  
13 certificate, based on whatever new agreement  
14 is negotiated among the parties, or to hear  
15 evidence so that the Committee can determine  
16 whether to enforce the certificate as we've  
17 heard argued it was issued; or if we were to  
18 receive a petition, which we have not to date  
19 from the Applicant, to consider whether to  
20 amend the certificate to other terms as the  
21 Applicant might propose if there were not  
22 agreement among the parties.

23 I think what I'm trying to say  
24 here is I really would urge the parties to

1 get together and see if they can work  
2 something out that's agreeable to everyone,  
3 because, if not, this is going to end up  
4 being a fairly involved process here with  
5 everybody's time and the time of the  
6 Committee. And so if you can, if you can  
7 work something out, I think that would be  
8 preferable.

9 Now, certainly Attorney  
10 Iacopino could be made available to assist  
11 you all in seeing if that can be done.  
12 Again, we don't need to take a formal vote on  
13 this at this particular moment, but I just  
14 want to get a sense from the Committee as to  
15 whether they might have any suggestions or  
16 any thoughts on that as a way to proceed  
17 here.

18 MR. ROTH: Mr. Chairman, if I  
19 could also, just before you get to the  
20 Committee -- I'm sorry.

21 In my experience, we've dealt  
22 with issues similar to this, and Mr.  
23 Iacopino's presence in those discussions is  
24 essential. So I wouldn't leave it to the

1 parties to work it out. I would suggest that  
2 Mr. Iacopino be directed to set that up and  
3 run the show.

4 CHAIRMAN BURACK: Thank you,  
5 Attorney Roth.

6 Chairman Ignatius.

7 CMSR. IGNATIUS: I don't know  
8 if I think that holding it for 30 days to be  
9 worked out, whether I can agree to that yet  
10 or support that recommendation without  
11 knowing a little bit more factually. So if  
12 it's all right, can I ask a few more  
13 questions about what we're dealing with?

14 MS. GEIGER: Sure.

15 CMSR. IGNATIUS: Again, not  
16 having sat on it, I don't know all of the  
17 details here. Are there sections of road not  
18 being plowed and sanded that lead anywhere  
19 other than to the wind turbines?

20 MS. GEIGER: I can't answer  
21 that question. My understanding is that the  
22 Groton Hollow Road, which is the road from  
23 Route 25 that leads to the entrance of this  
24 facility to the O & M building, is the

1 responsibility of the Town to plow and  
2 maintain. My understanding is that's being  
3 done, and they can reach the O & M building.  
4 My understanding that other roads within the  
5 project area that lead to the wind turbines,  
6 for example, that are on a steep grade -- and  
7 this is to Commissioner Scott's question --  
8 steep grade, difficult to plow, perhaps  
9 dangerous to plow, are not being plowed or  
10 sanded, so that there are sections of road  
11 that I believe are snow-covered.

12 CMSR. IGNATIUS: So let me ask  
13 it in the reverse. Maybe that's clearer and  
14 your approach might be better.

15 For the roads that are the  
16 responsibility of Groton Wind Farm to allow  
17 access of emergency vehicles, this  
18 Section 8.2.1, emergency vehicles to -- well,  
19 my trouble is I can't figure out what 8.2.1  
20 goes to. I understand you're saying Groton  
21 Hollow Road is the Town's responsibility, not  
22 the owner's responsibility. So what road or  
23 roads fall under 8.2.1 that are the owner's  
24 responsibility to maintain?

1 MS. GEIGER: I think they're  
2 roads -- 8.2.1 talks about maintaining roads  
3 at the wind farm. And these would be the  
4 roads on the premises of the wind farm.

5 CMSR. IGNATIUS: And does that  
6 road or roads, do they connect to anything  
7 beyond the wind farm facility themselves?  
8 Are there any houses off of that road or  
9 beyond the wind farm facility that are now  
10 blocked from emergency access because there's  
11 a section that's not being plowed?

12 MS. GEIGER: No.

13 CMSR. IGNATIUS: So the only  
14 way that there is a question about the  
15 ability for emergency response vehicles to  
16 reach someone in need is if they happen to be  
17 at -- on the wind farm access road or one of  
18 the tower locations themselves?

19 MS. GEIGER: I'm sorry. I  
20 don't follow you. Could you please repeat  
21 that?

22 CMSR. IGNATIUS: I'm not sure  
23 how to even ask these questions. I know.

24 Is there any possibility that



1 the roads that are required to be maintained  
2 under 8.2.1 could be needed by someone other  
3 than a wind farm employee or vendor or  
4 someone dealing with the wind farm itself?

5 MS. GEIGER: My understanding  
6 is that only the landowner, the owner with  
7 whom the wind farm has the lease for these  
8 premises, would have access to that area.

9 CMSR. IGNATIUS: And if one of  
10 the landowners were in need of an ambulance,  
11 what happens?

12 MS. GEIGER: My understanding  
13 is that the -- there aren't any residences up  
14 in that particular area. If the landowner is  
15 out walking around on this part of his land  
16 or any other part of his land that is not  
17 part of this, I'm not certain.

18 CMSR. IGNATIUS: If there were  
19 a fire there, your response has been, "Well,  
20 we'll let it burn out if it's at the tower."  
21 Is that the -- is there any other fire plan  
22 for anything that would be served from that  
23 road that's now not being plowed?

24 MS. GEIGER: I'm not totally

1 familiar with all of the emergency response  
2 plans for this facility, so I can't answer  
3 that question.

4 CMSR. IGNATIUS: Well, Mr.  
5 Chairman, the reason that I'm asking is that,  
6 to put that off for 30 days means basically  
7 wait until spring and see how it's going.  
8 And if there's no risk to anyone because of  
9 the road not being maintained, then that's a  
10 great solution. But if there's a risk of  
11 people who are going to be blocked from  
12 emergency response during the winter months,  
13 waiting out 30 days may not be a very safe  
14 resolution. I just have to say the idea that  
15 a Snow Cat should be considered the  
16 equivalent of an ambulance or a fire truck is  
17 preposterous to me. It just doesn't -- I  
18 can't understand how that could fit in the  
19 definition of "emergency response vehicles."

20 CHAIRMAN BURACK: Does anyone  
21 else on the Committee wish to discuss this  
22 particular topic at this moment? If not,  
23 then I would suggest that we -- I'm sorry.  
24 Commissioner Bryce.

1 MR. BRYCE: Thank you, Mr.  
2 Chairman. I'm trying to figure out if -- of  
3 course, first emergency response to any, you  
4 know, valuable property in town is always a  
5 priority. So, you know, the way it was  
6 covered in the Application and the  
7 certificate, you know, all makes a lot of  
8 sense.

9 My question is: If they reach  
10 agreement with the Town, because it's  
11 ultimately up to the Town that's going to be  
12 supplying those services in many respects, if  
13 they reached that agreement, could they  
14 still -- you know, does that no longer  
15 require a review of whether or not they're in  
16 compliance with the certificate or not? Or  
17 does that sort of become the interpretation  
18 of what the certificate actually meant?

19 CHAIRMAN BURACK: Again, under  
20 the scenario that I was describing, what I  
21 would anticipate is that, if a different  
22 agreement is reached -- that is, an amendment  
23 that would effectively be an amendment to the  
24 original certificate, which as I think we've

1 learned does in fact incorporate that  
2 original portion of the Application that  
3 states that the roads will be plowed, and  
4 that is also amending the agreement between  
5 one or more of the towns and the Applicant --  
6 it would come back to us and tell us that  
7 they've reached a new agreement and ask us to  
8 approve an amendment to the certificate based  
9 upon possible amendment to the certificate,  
10 as well as an amendment to one or more of  
11 these agreements between the towns, but  
12 basically giving the parties themselves an  
13 opportunity to go and try to work things out.

14 I will just offer, in response  
15 to Chairman Ignatius's concerns, and I  
16 certainly understand and respect those, that  
17 there are various places in the state of New  
18 Hampshire where there may be in the  
19 wintertime significant activities occurring  
20 where there is not direct access by emergency  
21 vehicles, such as at a ski area, for example,  
22 where the only means of access would in fact  
23 be by a Snow Cat in the wintertime. It's not  
24 the ideal way for sure to be able to fight a

1 fire. But we certainly know there are  
2 presumably other locations where that does  
3 occur. I just offer that as an observation.

4 So we can sort of continue  
5 deliberations on this particular item now, or  
6 we can come back to discuss it further. I'm  
7 just trying to find us a path forward. It  
8 sounds like what I described as Item 1A  
9 involving the repairs to the road, that there  
10 is an understanding between towns. It's  
11 going to be between the Applicant and Town of  
12 Rumney, that they're going to be meeting in  
13 the near future. There's no action for us to  
14 take as a committee at this time on that.

15 So what I want to do now is  
16 see whether or not -- and I don't know. Does  
17 anybody have any different thoughts on that  
18 item?

19 (No verbal response)

20 CHAIRMAN BURACK: Okay. You  
21 want the topic of the cold patch of the road?  
22 Item 1B. Okay. All right.

23 So now I want to turn to this  
24 Item 1B, as I described it, which deals with

1 this issue of maintaining the wind farm  
2 roads. Commissioner Scott.

3 CMSR. SCOTT: I just wanted to  
4 note for -- to the extent that the parties do  
5 sit down and have some discussions, and  
6 hopefully an agreement, that my question  
7 originally was going to, not only does the  
8 Groton agreement 8.2.1 talk about maintenance  
9 of the road, it also says "the road shall be  
10 constructed, such that it will allow  
11 year-round access." So my -- it was  
12 troubling to me to hear that perhaps it was  
13 unsafe to access year-round when the  
14 conditions said you construct something that  
15 is accessible year-round. So I'll leave that  
16 for food for thought.

17 CHAIRMAN BURACK: Thank you,  
18 Commissioner Scott.

19 Commissioner Harrington.

20 CMSR. HARRINGTON: Just one  
21 final comment on this. I guess my major  
22 concern is I understand, as you wisely  
23 stated, there are places where people  
24 congregate in New Hampshire that in the

1 winter are not accessible by other than some  
2 type of Snow Cat or snowmobile. But I think  
3 what troubles me here is that, once the  
4 Company realized this, they should have  
5 approached this committee and the Town and  
6 come back and said, Look, for whatever is the  
7 reason, we want to lay out we haven't been  
8 able to do this as we agreed to. We want to  
9 amend this and work out something that is  
10 mutually agreeable. The fact of just not  
11 doing it and sort of just saying, Well, we're  
12 declaring Snow Cats to be emergency vehicles,  
13 which doesn't pass the straight-face test,  
14 that's what bothers me. I think if they had  
15 come forward, they probably would have worked  
16 something out and we wouldn't be having this  
17 discussion today.

18 CHAIRMAN BURACK: Thank you,  
19 Attorney Harrington -- or Commissioner  
20 Harrington. I think you've expressed the  
21 concerns that I suspect a number of us share  
22 here.

23 So, again, we can take final  
24 votes at the end here. But does the basic

1 approach that I've laid out here make sense  
2 as a way to proceed, again, with the  
3 understanding that we would be asking  
4 Attorney Iacopino to bring the parties  
5 together and see if they can reach some  
6 resolution?

7 (No verbal response)

8 CHAIRMAN BURACK: Okay. All  
9 right. Let's turn, then, to the next item  
10 here that's on the list, and this regards --  
11 I'm sorry. That is the issue of the winter  
12 road maintenance. I think that's been dealt  
13 with here.

14 The next issue -- I'm sorry?

15 (Discussion off the record between  
16 Chairman Burack and Atty. Iacopino.)

17 CHAIRMAN BURACK: There is an  
18 issue relating to the cost of training. This  
19 is -- I'm sorry. This is the Item 1B on my  
20 list. And this concerns the Applicant's  
21 refusal to maintain -- I'm sorry --  
22 specifically to provide tower rescue training  
23 to the emergency responders, as well as to  
24 reimburse certain expenses to the Town. And



1           there was a third related concern there  
2           relating to alleged poor communication with  
3           the Town.  And again, I believe this  
4           specifically relates to, again, the Town of  
5           Rumney.

6                         So I just want to take up this  
7           first issue initially, which is the provision  
8           of tower rescue training to the emergency  
9           responders.  We understand the Town has  
10          requested that training.

11                        I understand, Attorney Geiger,  
12          that your client has said that's not  
13          appropriate training to provide.  Can you  
14          amplify on that at all?

15                        MS. GEIGER:  I can't.  I stand  
16          by what's in the letter that Mr. Emmett  
17          provided to the Committee; basically, that  
18          tower climbing requires specialized skills  
19          and certification and was not addressed in  
20          the agreement or was ever intended to be part  
21          of the emergency training that the project  
22          would be providing to the Town.

23                        CHAIRMAN BURACK:  If I may  
24          just ask, if there were a -- in light of what

1           you just said, if there were to be some kind  
2           of injury or incident at a tower involving an  
3           employee or a contractor to the Company and  
4           it were necessary to rescue somebody from a  
5           higher height, how in fact would that be  
6           conducted if that were not done by trained  
7           responders or responders from the Town of  
8           Rumney?

9                               MS. GEIGER: My understanding  
10           is that personnel -- there's always more than  
11           one person at the facility during normal  
12           business hours, and all of the personnel are  
13           trained in tower rescue and safety issues.  
14           And so it would be the responsibility of  
15           others who are trained, other employees who  
16           are at the facility and who are trained in  
17           tower climbing and tower rescue, to provide  
18           those services.

19                           CHAIRMAN BURACK: Thank you.

20                           Are there other questions from  
21           members of the committee on this particular  
22           point? Commissioner Harrington.

23                           CMSR. HARRINGTON: I'll have  
24           to say, on this I agree with the Company,

1       that I don't think that was ever discussed at  
2       the original hearing -- at least, I certainly  
3       don't remember.  But if you're saying now  
4       that, if somebody got hurt at the top of one  
5       of these things and they were no longer  
6       ambulatory, that the other trained personnel  
7       there would take them down?  I mean, do you  
8       always work in teams of five or six or eight,  
9       so that that's -- let me put it this way:  I  
10      realize there's a lot of -- I'll tell you  
11      straight off, my daughter is actually one of  
12      the people who's certified to climb off of  
13      windmills.  So I know a little bit about  
14      this.  But it takes more than one person to  
15      get another person down.  So do you make sure  
16      that your minimum staffing level at any time  
17      is based on having enough certified -- what  
18      is it -- ropes, access, qualified people to  
19      lower a non-ambulatory person down so that  
20      they can be taken off in an ambulance or  
21      whatever?  Just having one or two persons  
22      there is probably not going to be enough.

23                               MS. GEIGER:  Yes, and I  
24      believe that that situation is discussed in

1 detail in the emergency plan that's been  
2 filed with the Town.

3 CMSR. HARRINGTON: That  
4 answers my question. Thank you.

5 MR. IACOPINO: Has that plan  
6 been filed with the Committee?

7 MS. GEIGER: It's been  
8 submitted to the Town. I don't know if it's  
9 been filed with the Committee.

10 MR. IACOPINO: Excuse me for  
11 not knowing off top of my head. Is it  
12 supposed to be approved by the Town before  
13 it's filed with the Committee or something  
14 like that?

15 MS. GEIGER: I think under the  
16 terms of the agreement that it's just  
17 supposed to be provided to the Town.

18 CHAIRMAN BURACK: I'm going to  
19 make a request, Attorney Geiger, that  
20 although it may not be required by the  
21 certificate -- and I'm not sure any of us  
22 know at this moment whether it is or not --  
23 but I would request that you do go ahead and  
24 file a copy of that with the Committee, if

1 for no other reason than for informational  
2 purposes, so that there's a record available,  
3 a copy that we would post on the Committee  
4 Web site.

5 MS. GEIGER: Okay.

6 MS. LEWIS: Could I be allowed  
7 to speak on that matter?

8 CHAIRMAN BURACK: Before you  
9 do, Ms. Lewis, I just want to see -- and I  
10 apologize, Mr. Haskell. I should have asked  
11 you up front if you had any thoughts you  
12 wanted to share on this particular point.

13 MR. HASKELL: No. I know it  
14 was given to the Town about a week ago, and I  
15 haven't had a chance to look at it yet.

16 CHAIRMAN BURACK: When you  
17 say -- you're talking about the plan itself?

18 MR. HASKELL: Yes.

19 CHAIRMAN BURACK: Okay. All  
20 right. But in terms of the provision of  
21 tower rescue training, do you have any  
22 particular comments you'd like to make on  
23 that point?

24 MR. HASKELL: No. I know

1 Attorney Iacopino's spoken with one of our  
2 fire commissioners last week, I think it was,  
3 or two weeks ago. And I think he filled him  
4 in on everything.

5 CHAIRMAN BURACK: Okay. Thank  
6 you.

7 Ms. Lewis, did you want to  
8 share something on this particular --

9 MS. LEWIS: Yes, thank you.

10 On January 28th, there were a  
11 number of Groton Wind employees, including  
12 Mr. Emmett, that came before the select  
13 board. And in the minutes that are now  
14 published on the Web site, he specifically  
15 stated that there are only three employees of  
16 Groton Wind, and one of them happens to also  
17 be a Lempster employee, the manager. So, to  
18 state that there's always available staff to  
19 carry someone out, as Mr. Harrington had just  
20 questioned, I find that difficult to believe  
21 when there's only three people at the  
22 absolute most that are Groton Wind, and  
23 that's not even all the time.

24 CHAIRMAN BURACK: Thank you.

1 Attorney Geiger, did you wish  
2 to respond to that?

3 MS. GEIGER: Yes. My  
4 understanding is that, in addition to people  
5 who are strictly employed by Groton Wind,  
6 that the numbers indicated by Ms. Lewis are  
7 correct. But the Committee needs to remember  
8 that during the first couple years of  
9 operation, the turbine manufacturer also has  
10 employees on site who are trained in tower  
11 climbing and rescue. So there are more than  
12 just the three employees there. That is my  
13 understanding. That's what I've been told.

14 CHAIRMAN BURACK: If I may,  
15 that's for the first two years of operation.  
16 When do those first two years terminate, and  
17 what happens after those two years? Are we  
18 then just looking at having three employees  
19 on site?

20 MS. GEIGER: More Iberdrola  
21 personnel will be hired to replace the people  
22 from the turbine manufacturer who no longer  
23 work there after the expiration of the  
24 warranty period.

1                   CHAIRMAN BURACK: Thank you.  
2                   That's helpful. When does the warranty  
3                   period expire, approximately?

4                   MS. GEIGER: Two years from  
5                   the date that commercial operation began.

6                   CHAIRMAN BURACK: And  
7                   approximately when did the commercial  
8                   operation begin?

9                   MS. GEIGER: I believe  
10                  December 28th, 2012.

11                  CHAIRMAN BURACK: So we're  
12                  just barely into the first of that two-year  
13                  period.

14                  MS. GEIGER: That's correct.

15                  CHAIRMAN BURACK: And how many  
16                  personnel are there from the turbine  
17                  manufacturer?

18                  MS. GEIGER: We think six.

19                  CHAIRMAN BURACK: Six  
20                  personnel in addition to the three personnel  
21                  that work for Iberdrola; is that correct?

22                  MS. GEIGER: That's my  
23                  understanding.

24                  CHAIRMAN BURACK: Thank you.



1 MR. ROTH: Mr. Chairman, if I  
2 may be heard on this?

3 CHAIRMAN BURACK: Yes,  
4 Attorney Roth.

5 MR. ROTH: I know I said at  
6 the beginning I didn't have comments. I was  
7 thinking more about the cold patch and the  
8 payment issue. This is, I think, a fairly  
9 important public safety issue. You know, I'm  
10 looking at it from the perspective of what  
11 happens when somebody is injured. The first  
12 thing, from my understanding of a workplace  
13 injury -- or maybe it's not a workplace  
14 injury; maybe it's a trespasser -- first  
15 thing they're going to do is call 911. And  
16 it's my understanding that when a call comes  
17 in to 911, there's an obligation from the  
18 emergency services to actually respond. They  
19 can't just simply have the person say on the  
20 phone, "Oh, we're not tower-qualified. You  
21 guys can just sit tight." I think they're  
22 obligated to respond. And if they do  
23 respond, then what? They arrive at the  
24 tower, and perhaps they have a situation

1           that's even more complicated than simply one  
2           person injured during this incident, and they  
3           have no capability of dealing with it. You  
4           know, I don't know whether this certificate  
5           would require this kind of a response. I  
6           wonder whether these employees and  
7           contractors have an expectation that if  
8           somebody calls 911, somebody's going to come  
9           for them. And this, I think, requires a  
10          little bit more attention than simply saying,  
11          Well, the contractors and the employees are  
12          trained in, you know, tower rescues, and that  
13          should be sufficient. Thank you.

14                         MS. LEWIS: Can I just add one  
15          more thing to that?

16                         CHAIRMAN BURACK: Please, Ms.  
17          Lewis.

18                         MS. LEWIS: On the Town of  
19          Rumney agreement, Section 6.2, it  
20          specifically states that the owner shall  
21          provide training to Town of Rumney Fire, EMS  
22          and Police Departments jointly, without  
23          charge to the Town, site safety plans, fire  
24          safety and fire-suppression equipment, site

1 access and Groton Wind employee  
2 certifications, which my understanding is  
3 that's what they're saying now, that they're  
4 not going to train the Town of Rumney for the  
5 first responders in. But it specifically  
6 states in the agreement that they are going  
7 to be trained as Groton Wind  
8 employee-certified.

9 CHAIRMAN BURACK: Ms. Lewis,  
10 thank you for drawing our attention to this.  
11 And again, this is under Page 3 of 6 of the  
12 agreement with the Town of Rumney. And if I  
13 may, I think it's very important to  
14 understand what this provision calls for.  
15 And I'm just going to read this sentence and  
16 then state my understanding of it, and we'll  
17 see if others have a different understanding.

18 This is the third sentence in  
19 this provision that we're -- I'm sorry -- the  
20 second sentence that reads, "Prior to the  
21 commencement of operations of the wind farm,  
22 the owner shall provide training to the Town  
23 of Rumney Fire, EMS and Police Departments  
24 jointly, without charge to the Town,

1 consisting of a total of eight hours'  
2 training at the Groton Wind Farm site, to  
3 include review of site safety plans, fire  
4 safety and fire-suppression equipment, site  
5 access and Groton Wind employee  
6 certifications." That is to say that it's a  
7 total of eight hours' training that is  
8 intended to be a "review" of those various  
9 things in those various trainings.

10 And it seems to me that what  
11 this is calling for, and it's a separate  
12 question as to whether or not it's ultimately  
13 enough -- but what that agreement calls for  
14 is that the owner is going to make these Town  
15 employees -- give them a review of the  
16 certifications, which presumably includes  
17 this tower certification; not that they're  
18 going to be given complete training in how to  
19 do it, but they're going to be given an  
20 understanding of what the capabilities are  
21 and basically how the Company employees  
22 would, in fact, conduct a rescue, so that  
23 presumably they could best interact with that  
24 kind of a process and be helpful to that

1 process. That's the way, on its face, and  
2 given its plain meaning, that I would think  
3 that that language and that sentence would be  
4 read. And I'm interested to know whether the  
5 Town of Rumney, Mr. Haskell specifically, or  
6 Attorney Geiger, whether either of you would  
7 read that differently.

8 MS. GEIGER: I would not.

9 CHAIRMAN BURACK: You would  
10 not read it differently, Mr. Haskell?

11 MR. HASKELL: No. It says  
12 they will provide training. So they should  
13 provide training.

14 CHAIRMAN BURACK: So you  
15 believe it says they have to provide  
16 training --

17 MR. HASKELL: Yes.

18 CHAIRMAN BURACK: -- in all of  
19 the work that the employees themselves do in  
20 each of these areas?

21 MR. HASKELL: Not that the  
22 employees do, but like the emergency -- like  
23 the tower rescues and any of that.

24 CHAIRMAN BURACK: All right.

1 So that's your reading of this provision.

2 Attorney Geiger, how do you  
3 read this provision?

4 MS. GEIGER: I would interpret  
5 it the way that you have interpreted it, Mr.  
6 Chairman. I believe the training is supposed  
7 to include "review" of the Groton Wind  
8 employee certification. I don't believe it  
9 would be appropriate for Groton Wind to  
10 provide its employee certification training  
11 to others, to folks other than its employees.  
12 So I don't think that they would -- Groton  
13 Wind does not expect, under that provision,  
14 to train employees of the Rumney Fire  
15 Department, for example. "Review" of Groton  
16 Wind's employee certifications, yes. And I  
17 believe that's the way the Chair has  
18 interpreted that provision, and I would agree  
19 with that.

20 CHAIRMAN BURACK: Any  
21 members -- I'm sorry. Go ahead, Mr. Haskell.

22 MR. HASSELL: As they said  
23 right now, they have a number of people up  
24 there. But in two years, if they're stuck

1 with three people, and nobody else knows  
2 anything, how are you supposed to get someone  
3 out of a tower that's injured?

4 CHAIRMAN BURACK: Thank you,  
5 Mr. Haskell. We've heard the Company has  
6 plans to hire additional employees so that  
7 they will have, sounds like, approximately  
8 nine employees who would have that training.

9 Ms. Lewis, did you have  
10 something further on this?

11 MS. LEWIS: Yes. The only  
12 thing I was going to add is my understanding  
13 is that the fire department has not even  
14 received the review of the certification  
15 aspect of it. They have not had any of this  
16 training, even though it was stated "prior to  
17 commencement of the operations." So all  
18 these things that have been listed, with the  
19 exception -- my understanding was  
20 pre-construction or very, very early  
21 construction phase, when they did have one  
22 aspect of training -- my understanding was  
23 that they have not received the fire -- you  
24 know, they don't know where the

1 fire-suppression equipment is or any of this  
2 additional training, or even review, however  
3 you want to look at it, that either one they  
4 haven't received.

5 CHAIRMAN BURACK: Thank you.

6 Commissioner Harrington, and  
7 then I want to put this to --

8 CMSR. HARRINGTON: Just a  
9 comment on where we're going with this. I  
10 tend to agree with the interpretation that  
11 you stated there, that the key word here is  
12 "review," because when you look at the amount  
13 of things involved here -- site safety plans,  
14 fire safety, fire-suppression equipment, site  
15 access and then Groton Wind employee  
16 certification -- I don't see no way you could  
17 be certified to do these high-elevation  
18 rescues, as well as do all that other stuff  
19 in eight hours. It's just not going to  
20 happen. The training's much more intensive  
21 than that.

22 CHAIRMAN BURACK: Thank you.

23 Any other comments on this point here?

24 (No verbal response)



1                   CHAIRMAN BURACK:   Okay.

2           Attorney Iacopino, did you want to add  
3           something on this?

4                   MR. IACOPINO:   I just had a  
5           question.  There's been an assertion now that  
6           there hasn't been this training.  I  
7           understood from the filings that the training  
8           did occur and that there's a further dispute  
9           over what is supposed to be reimbursed for  
10          that training.  So I think maybe we should  
11          hear from the parties on really what's  
12          occurred, what hasn't occurred, what's yet to  
13          occur, and what is it that they're claiming  
14          reimbursement for, so that the Committee can  
15          be assured that we can cover this issue.  
16          Initially, I thought it would be something  
17          that would just require an interpretation of  
18          the terms and conditions of the certificate,  
19          but now it's sounding as though there's  
20          factual issues that are being raised.

21                   (Discussion off the record between  
22                   Chairman Burack and Atty. Iacopino.)

23                   CHAIRMAN BURACK:   Yes, we may  
24           have to hold a factual hearing if this can't

1 be resolved.

2 Mr. Haskell, can you give us  
3 your understanding of what has or has not  
4 occurred in terms of training?

5 MR. HASKELL: I know during  
6 the construction period they had the fire  
7 department go up and show them where they  
8 kept their safety boxes and their litters to  
9 carry people who got hurt during  
10 construction. But since they have completed  
11 construction, there has been absolutely no  
12 training whatsoever. And that original  
13 training during construction is what they're  
14 waiting for reimbursement on. We have not  
15 received it yet.

16 CHAIRMAN BURACK: I'm going to  
17 take the issue of reimbursement up  
18 separately. But what you're suggesting,  
19 then, is that, prior to commencement of  
20 operations at the wind farm, there has not  
21 been eight hours of training? You're saying  
22 there's been some training, but it has not  
23 been eight hours of training?

24 MR. HASKELL: Right. And it

1 really wasn't training. It was taking people  
2 up and showing them the different LZ zones  
3 and where the stuff was stored, so if  
4 somebody had a broken back, where the litter  
5 was to carry them out an stuff like that,  
6 hard hats and other equipment.

7 CHAIRMAN BURACK: Thank you.  
8 You use the term "LZ zones." What is that?

9 MR. HASSELL: Landing zone.  
10 They have three areas up there where you can  
11 actually land helicopters.

12 CHAIRMAN BURACK: So "LZ"  
13 means landing zone for helicopters. Thank  
14 you.

15 Attorney Geiger, can you help  
16 us understand what you believe has occurred  
17 to date in terms of training?

18 MS. GEIGER: Yes. My  
19 understanding was that there was training at  
20 the project site prior to commencement of  
21 operations. I don't know if it consisted of  
22 eight hours of training, but I know there was  
23 a day of training on site with emergency  
24 personnel.

1                   In addition to that, I know  
2                   that at the meeting with the Rumney Board of  
3                   Selectmen on January 28th of this year, Mr.  
4                   Ryan Haley of the project indicated that  
5                   there would be more training to be scheduled,  
6                   and that has not yet occurred. But my  
7                   understanding is that Mr. Haley did meet with  
8                   folks from the Town and has agreed to do  
9                   additional training.

10                   CHAIRMAN BURACK: Commissioner  
11                   Ignatius.

12                   CMSR. IGNATIUS: Is the -- Ms.  
13                   Geiger, is the day of training on site  
14                   sounding like the same thing that Mr.  
15                   Haskell's describing as training during the  
16                   construction phase, or is it something  
17                   different?

18                   (Discussion off the record between Ms.  
19                   Geiger and Company representatives.)

20                   MS. GEIGER: Yeah, I'm unable  
21                   to answer with specificity exactly what that  
22                   training consisted of. My understanding is  
23                   that folks from the project brought folks  
24                   from the Town on site and went through

1 emergency plans. But I can't speak with  
2 specificity to exactly what the training  
3 consisted of.

4 CMSR. IGNATIUS: Well, are  
5 you -- the provisions in 6.2 of what was  
6 required prior to construction -- excuse  
7 me -- prior to operation --

8 MS. GEIGER: Yes, I believe  
9 that occurred. I believe that the safety  
10 plans and the fire safety and  
11 fire-suppression equipment, site access and  
12 so forth, I believe that that did occur.

13 CMSR. IGNATIUS: And any  
14 approximate date of when that occurred?

15 MS. GEIGER: We think around  
16 June of 2012.

17 CMSR. IGNATIUS: Thank you.

18 MS. LEWIS: Excuse me. Could  
19 I just add to that? The turbines weren't  
20 delivered until July. So the training that  
21 was done was all prior to any of those  
22 turbines going up.

23 CHAIRMAN BURACK: Thank you,  
24 Ms. Lewis.

1 I'm going to offer a  
2 suggestion here again, just looking at the  
3 clock and in the interest of trying to move  
4 this forward here. Given that I think we  
5 will be asking the parties to meet with  
6 Attorney Iacopino to see if we can get some  
7 resolution of this other issue, I'm going to  
8 suggest to the Committee that we would ask  
9 the parties at the same time to bring to  
10 them -- bring with them to such a meeting  
11 with Attorney Iacopino a written description  
12 with dates, times, et cetera, in terms of  
13 total amount of training time provided, in  
14 terms of what they understand to have been  
15 the training that's been provided to date, so  
16 that we will have a factual basis against  
17 which to assess whether or not this condition  
18 of the agreement, and thereby of the  
19 certificate, is in fact being met or not  
20 being met now. And it would be helpful also  
21 to know with more specificity what the  
22 Company's plans are with respect to  
23 scheduling annual training going forward.

24 I guess what I'm hearing here,

1 and it's starting to be something of a  
2 consistent theme, is concerns about the  
3 Company's adherence to the terms of the  
4 certificate and the agreements that it's  
5 reached. And I want to make sure that -- I'm  
6 sure we all want to make sure that we know  
7 what the status is and that things are being  
8 followed appropriately.

9 So I'm going to suggest that  
10 as a way forward on this issue for the  
11 Committee. Again, we'll come back and hold a  
12 final vote at the end here.

13 MR. ROTH: Mr. Chairman, I'm  
14 sorry to interrupt you.

15 CHAIRMAN BURACK: Yes.

16 MR. ROTH: An additional issue  
17 that may be worth the parties having a  
18 discussion about at that time is the  
19 capabilities and training of the certificate  
20 holders, employees and contractors with  
21 respect to carrying out a successful tower  
22 rescue or an emergency situation at one of  
23 these locations.

24 CHAIRMAN BURACK: Thank you,

1 Attorney Roth. I think that's a helpful  
2 suggestion, and I think we would ask the  
3 parties to be prepared to discuss that matter  
4 with Attorney Iacopino as well.

5 I want to turn now quickly to  
6 this issue of reimbursable expenses incurred  
7 by the Town. Mr. Haskell, can you provide us  
8 with any further information on this beyond  
9 what you -- what the board of selectmen has  
10 identified in its letters -- that is, among  
11 other things, we have no idea what the dollar  
12 amount is that is at issue here.

13 MR. HASSELL: No, I do not  
14 know that.

15 CHAIRMAN BURACK: Attorney  
16 Iacopino has questions.

17 MR. IACOPINO: Mr. Haskell, I  
18 know you're not a lawyer, but I do have to  
19 ask you these questions, okay. Where within  
20 the certificate or the agreements does the  
21 Town of Rumney believe there is support for  
22 the request for reimbursement of your  
23 administrative assistant? Or is that just a  
24 request that you've made to the Company?



1 MR. HASKELL: No, it's in the  
2 agreement. I've just got to find it.

3 MS. LEWIS: Could I speak on  
4 that?

5 CHAIRMAN BURACK: Yes.

6 MR. IACOPINO: Do you want to  
7 speak for the board of selectmen?

8 MS. LEWIS: I can't speak for  
9 the board of selectmen, but I can speak to  
10 the information that I do have at hand.

11 CHAIRMAN BURACK: Okay. What  
12 is the information you have, Ms. Lewis?

13 MS. LEWIS: Well, my  
14 recollection is it's not specific in the Town  
15 of Rumney agreement; however, it was stated  
16 numerous times by Mr. Ed Cherian at the  
17 various public meetings, that this project  
18 would be absolutely no cost to the Town of  
19 Rumney.

20 On March 22nd, 2010, it's  
21 recorded in the board of selectmen minutes  
22 where Mr. Cherian once again states that very  
23 specifically, that there would be no cost to  
24 the Town of Rumney. And once again, our

1 feeling is that the Town of Rumney should not  
2 be subsidizing other towns or a private  
3 company to help with their project. And the  
4 reality was that, as per that letter that was  
5 sent out, our town administrator spent an  
6 enormous amount of time with the Groton Wind  
7 project. I believe she stated at meetings  
8 that she spent between 50 and 75 percent of  
9 her time during that two-year period, which  
10 could have been spent on other town business.  
11 And as you heard this morning and you'll  
12 continue to hear, the Town -- little towns  
13 right now are really struggling financially.  
14 And when you have a town administrator, that  
15 50 to 75 percent of her time is spent on one  
16 specific project that we're not being  
17 reimbursed for, it's really not fair to the  
18 residents. And that's why it was brought up  
19 and written in that letter, to my  
20 recollection.

21 CHAIRMAN BURACK: Mr. Haskell,  
22 do you agree with that statement?

23 MR. HASKELL: Yes, I do.

24 CHAIRMAN BURACK: So you

1           acknowledge that there is nothing specific in  
2           the agreement that requires the Town to be  
3           reimbursed, but that you are relying upon the  
4           statements made by Mr. Cherian or perhaps  
5           others from the Company that are not  
6           specifically reflected in the written  
7           agreement that's incorporated in the  
8           certificate?

9                           MR. HASSELL:  Yes, because a  
10           man is only as good as his word.

11                          CHAIRMAN BURACK:  Okay.  Thank  
12           you.

13                          Anybody have anything further  
14           on this?

15                          (No verbal response)

16                          CHAIRMAN BURACK:  Okay.  Does  
17           the Applicant wish to respond to that?

18                          MS. GEIGER:  Yes, certainly.  
19           The Applicant -- as noted by the Town of  
20           Rumney, there's nothing in the town agreement  
21           that obligates the Applicant to pay for costs  
22           that the Town is incurring that are not  
23           specified in the agreement itself.

24                          As for the training charges

1           that I think were mentioned in the Town's  
2           letter, the provisions of the Town of Rumney  
3           agreement, Section 6.2, indicates that the  
4           owner, Groton Wind, shall provide training at  
5           no charge to the Town. The fact that the  
6           Town might be incurring some costs -- I know  
7           the Town letter indicated that it, I guess,  
8           paid folks to attend these trainings. That's  
9           a cost. And as folks that work at the PUC I  
10          think understand, costs and charges are very  
11          different things. And here, we've not  
12          charged -- the Applicant's not charged the  
13          Town for training. To the extent the Town is  
14          incurring some costs, the Applicant has not  
15          agreed to reimbursement.

16                           CHAIRMAN BURACK: Thank you.

17                           Commissioner Ignatius, and  
18          then we'll turn to Director Simpkins.

19                           CMSR. IGNATIUS: Ms. Geiger,  
20          what do you make of the statement of Mr.  
21          Haskell and Ms. Lewis, that there wouldn't be  
22          cost to the Town as a result of the project  
23          and that, to their mind, the heavy duties  
24          imposed on the administrative assistant is a

1 form of a cost?

2 MS. GEIGER: I'd like to see  
3 exactly where those representations were made  
4 and how they were made, in what context they  
5 were made, and then compare those statements  
6 against what has been agreed to with the Town  
7 to see if there is a match-up there.

8 (Discussion off the record between Ms.  
9 Geiger and Mr. Emmett.)

10 MS. GEIGER: Yeah, and Mr.  
11 Emmett's reminding me that the Town did --  
12 excuse me -- the Applicant did agree to pay  
13 for one day of the EMS services, and that  
14 invoice is being processed now. Is that  
15 correct?

16 CHAIRMAN BURACK: Excuse me.  
17 When you say "one day of EMS services," EMS  
18 training or services for --

19 MS. GEIGER: No. It was  
20 actually services, I believe, that were  
21 associated with turbine delivery.

22 CHAIRMAN BURACK: Thank you.  
23 Director Simpkins, did you  
24 have a question?

1 MR. SIMPKINS: Yeah, just in  
2 response. You were mentioning -- this is to  
3 Ms. Geiger -- mentioning about the difference  
4 between "charge" and "cost," and the  
5 agreement says there will be "no charge to  
6 the Town." But I'm looking at the e-mail  
7 that was attached to the response by Mr.  
8 Emmett. And there's an e-mail attached to  
9 that from, looks like Anne Dow to Kelly  
10 Revell. And the response says, "In the town  
11 agreement with Groton Wind, Section 6,  
12 Emergency Response states the owner shall  
13 provide," and in parentheses, "at no cost to  
14 the town for," and then it goes on and says,  
15 "This is correct. We will not be billing for  
16 this training. We will provide it at no cost  
17 to the Town of Rumney." So it doesn't say  
18 they're not charging. It says "at no cost."

19 MS. GEIGER: I understand  
20 that, and I saw that, too, Mr. Simpkins.

21 Mr. Revell, I believe, is the  
22 site manager? Is that correct? Site  
23 manager. He's not an attorney. I don't know  
24 to what extent he's familiar with the terms

1 of the agreement. I believe he misspoke.  
2 And I believe the legal obligation is  
3 governed by the terms of the agreement, which  
4 indicates "no charge." But I do understand  
5 what you're saying, and I do agree that that  
6 representation was made.

7 MR. SIMPKINS: Thank you.

8 CHAIRMAN BURACK: Okay. I'm  
9 going to -- again, just in the interest of  
10 time, I'm going to make a suggestion as to  
11 how we might proceed on this matter. As with  
12 some of the other matters we discussed, it  
13 may be appropriate for the parties, when they  
14 meet with Attorney Iacopino, for the Town to  
15 provide the specifics that they've identified  
16 as to when they feel representations were  
17 made, albeit outside the written terms of the  
18 contract. It would probably be also helpful  
19 for the Town to identify for the Company what  
20 the actual amounts are that they are claiming  
21 under those representations that they would  
22 be entitled to be reimbursed for. And again,  
23 I would encourage the parties to see if there  
24 is some middle ground, some way of getting

1       these matters resolved definitively;  
2       otherwise, we would have to, as a committee,  
3       probably with additional factual findings, we  
4       would have to make a definitive ruling on  
5       this one way or another.  And certainly we  
6       could do that today.  But I think it may be  
7       helpful for the parties to have a little time  
8       to work things out among themselves.

9                       So, for what it's worth, I  
10       will say, based upon the question asked by  
11       Attorney Iacopino, it's very difficult for me  
12       to read into this contract an obligation on  
13       the part of the owner to reimburse the Town  
14       for -- or reimburse the Town of Rumney for  
15       the hours of its employees to participate in  
16       this training.  But others may read this  
17       differently.  But again, I don't think we  
18       need to make a ruling on this right now.  And  
19       I'm encouraging the parties, again, with  
20       Attorney Iacopino's help, to try to see if  
21       they might come to some agreement informally  
22       among themselves.  Does that make sense to  
23       everybody as a way to proceed on this one?

24                       (No verbal response)



1                   CHAIRMAN BURACK:  Okay.  If we  
2                   may, then -- and we've taken more time on  
3                   these other matters than I had thought we  
4                   would necessarily have to.  I want to turn to  
5                   what I think is really the final issue in  
6                   this sweep, which is this question of the  
7                   O & M building and the location of that  
8                   building as it stands today relative to what  
9                   was originally included in the plans approved  
10                  in the Certificate of Site and Facility.  And  
11                  I will turn first to -- yeah, why don't I go  
12                  to you, Ms. Lewis, first to address this  
13                  issue, because your group of intervenors was  
14                  the one who raised this.  If you want to  
15                  address this briefly.

16                  MS. LEWIS:  First, thank you  
17                  for this opportunity to be able to present  
18                  this to you and allow us to be heard on this  
19                  important matter.

20                  I'd like to start off by first  
21                  referring to the original application,  
22                  Section I, which states potential effects in  
23                  mitigation plans on Page 62 of this section.  
24                  It states, "The following measures have been

1 incorporated into a project design to limit  
2 visual impact: 'Proposed switch yard and  
3 O & M facility will be located on the likely  
4 used private road that is well removed from  
5 any sensitive aesthetic resources.'

6 I can assure you, some of the  
7 homeowners who abut this building and are in  
8 attendance today can attest to the fact that  
9 that building is anything but well removed  
10 from their sensitive aesthetic resources.  
11 We've brought pictures today which will help  
12 depict what their unapproved view they now  
13 have.

14 In our letter we submitted to  
15 you, we submitted evidence of the  
16 unauthorized changes as provided, as well as  
17 Attorney Roth's response. I prefer to allow  
18 Attorney Roth to speak on the legal aspects  
19 because obviously he's much more familiar  
20 with that aspect of it. However, I would  
21 like to bring to your attention that  
22 revisions that were made to a certificate by  
23 Berlin Station on Docket 2011-01 were  
24 regarding landscaping and fencing; and yet,

1           they came to the SEC to ask for their  
2           approval on these minor revisions. And those  
3           are what we consider "minor revisions," not  
4           moving an entire building.

5                         Next, we ask the Committee to  
6           determine that a major violation has taken  
7           place, based on the evidence and based on  
8           Counsel Roth's response. We support his  
9           position before the SEC which he has  
10          submitted. We ask that the Committee now  
11          determine that a major violation has taken  
12          place, based on this evidence, and we ask  
13          that you require Groton Wind provide all the  
14          details of these revisions immediately to all  
15          the parties. We have now requested several  
16          times that the detail of these revisions be  
17          provided to us; however, Attorney Geiger has  
18          suggested instead that I go to DMS -- DES --  
19          I'm sorry -- to get them. Unfortunately, as  
20          you know, we all live more than an hour north  
21          from here. And to go down to DES, it  
22          requires an enormous amount of time to go  
23          through boxes, in addition to the fact that  
24          there's quite a large cost factor in getting

1 copies, when all it would have taken Attorney  
2 Geiger to do was submit us a CD, which is  
3 what she did submit to DES in the first  
4 place. In our opinion, Groton Wind has not  
5 been cooperative. And in fact, they have  
6 been misleading at times in regards to these  
7 revisions that have been made.

8 On March 12th, 2012, at a  
9 Rumney Select Board meeting, there was six  
10 men in attendance representing Groton Wind.  
11 Numerous questions were asked. Numerous  
12 complaints were made by residents concerning  
13 road issues. At this time -- and I will  
14 quote -- Mr. Robert Hudson asked if the  
15 maintenance building and the clearing for  
16 same was spelled out in the plans early on.  
17 He had an issue where that O & M building  
18 was. And the response was, "Yes, they were  
19 part of the plan from the beginning."

20 An additional violation we  
21 would ask the SEC to consider in the movement  
22 of this O & M building would be the  
23 additional blasting that was needed to place  
24 this building where it currently stands. It

1 is our position that there's a potential that  
2 not all federal and state laws were followed  
3 in this blasting -- in particular, MSHA,  
4 which is the federal guidelines. 816.62  
5 requires that a pre-blasting survey be  
6 offered to all homeowners within a half-mile.  
7 And as some of the homeowners that are right  
8 here today will tell you, that was never  
9 done. Mr. Rampino, sitting right here next  
10 to Mr. Haskell, he actually owns the home  
11 that is visible in that photograph that was  
12 submitted with our initial letter. So,  
13 obviously, Mr. Rampino has been impacted  
14 significantly by the movement of this  
15 building.

16 Secondly, as far as potential  
17 additional violations that took place when --  
18 due to the relocation and moving this  
19 building, Mr. Rampino's well was  
20 contaminated, and it continues to be  
21 contaminated to this day. He's unable to  
22 drink from his well. He only uses water for  
23 other aspects in his daily living. And for  
24 these reasons we feel that the detail of

1       these revisions really need to come forward  
2       and there needs to be a fact-finding to be  
3       certain that these -- that there weren't  
4       other violations taking place and not just  
5       the fact that this building is in a different  
6       location now.

7                       We would ask that a full  
8       investigation take place, and if any, damages  
9       should be paid by Iberdrola, including all  
10      the expenses that occurred in doing this  
11      find -- this investigation, whether experts  
12      need to be hired, property appraisals need to  
13      be made, sound and visual studies, we -- in  
14      the revisions, it was clear that two of the  
15      turbines were also moved. And again, we  
16      received no notification of this, nor did any  
17      of the abutters. And we don't know, as far  
18      as the movement of those turbines, if now the  
19      sound studies -- the sound models that were  
20      submitted during the entire process, we don't  
21      know if those actually are still accurate or  
22      not. And by movement of all these things, we  
23      feel that new studies ought to be done and  
24      that they ought to be paid by Iberdrola. And

1 we would ask that any expenses incurred by  
2 either the homeowners themselves in getting  
3 to the bottom of this, or the intervenors, be  
4 allowed.

5 And finally, we would ask that  
6 any additional action that the Committee  
7 deems necessary for potential further  
8 mitigation and/or compliance of their  
9 actions, we ask that upon recognizing that  
10 violations have taken place and mitigation is  
11 determined, that they also place an  
12 additional fine or penalty on Groton Wind for  
13 the flagrant disregard for their neighbors,  
14 the intervenors and the SEC process.

15 In our opinion, none of us  
16 should be here today. If that agreement was  
17 followed as it was submitted in the almost  
18 two years that many of us spent throughout  
19 that whole process, if they had followed  
20 that, none of us would need to be here today.  
21 And we ask the SEC send a very loud message  
22 to both Groton Wind and all of the future  
23 wind developers that we know are coming upon  
24 you in the near future. And we ask you to

1 send a strong message that violating a  
2 certificate is not acceptable, and we hope  
3 that this will prevent this from ever  
4 happening again. Thank you for your time.

5 CHAIRMAN BURACK: Thank you,  
6 Ms. Lewis.

7 I want to turn to the  
8 intervenors, starting with Ms. Peabody. Do  
9 you have something you'd like to state on  
10 this matter?

11 MS. PEABODY: Well, I have to  
12 say that I came into the picture a little  
13 late. I knew that in the beginning that I  
14 wasn't receiving any abutters' notices. But  
15 then I realized that the building was going  
16 to be on the other side of the brook, so that  
17 would not make me a direct abutter. Since I  
18 am an absentee landlord and am not receiving  
19 anything, I felt as though everything was  
20 just going okay. But when I visited my  
21 property and saw that the building was where  
22 it is, probably about 200 feet from my house,  
23 I just wondered why. First of all, you drive  
24 up the road, and it looks like you're driving



1 up this beautiful scenic road, and all of a  
2 sudden you're hit with this industrial zone.  
3 I never received an abutters' notice, and now  
4 I am a direct abutter to where this building  
5 sits today. And I'm not very happy about  
6 that. And the reason why is because I'm very  
7 familiar with the R.S.A.s. I've worked for  
8 the Town of Thornton for 28 years and been  
9 their planning board secretary. So when I  
10 see things like this occur, and have, it  
11 just -- there's no need of it.

12 And also, if the building --  
13 so I have to also say that Mr. Haley did  
14 invite me to his office on the 13th of  
15 February. I did meet with him. He did state  
16 that they -- that the Company was looking  
17 into a tree buffer. I did request that, if  
18 it did go that way and that there were no  
19 manicured trees put up there, that I believe  
20 that our neighborhood deserves the woods  
21 back. And that's all I have to say.

22 CHAIRMAN BURACK: Thank you,  
23 Ms. Peabody. I'm looking for some  
24 clarification here. You said you did receive

1 abutter notice?

2 MS. PEABODY: No, I never  
3 have.

4 CHAIRMAN BURACK: You did not  
5 ever receive abutter notice.

6 MS. PEABODY: Never.

7 CHAIRMAN BURACK: Okay. I  
8 misunderstood you. Thank you.

9 MS. PEABODY: And because I've  
10 been in the field for so many years, that's  
11 actually what I was waiting for, was an  
12 abutter's notice.

13 CHAIRMAN BURACK: Thank you  
14 very much.

15 MS. PEABODY: You're welcome.

16 CHAIRMAN BURACK: Anybody from  
17 the Town wish to speak to this? Mr. Haskell?  
18 I believe the board of selectmen submitted a  
19 letter indicating support in some fashion?

20 MR. HASKELL: Yes. We're  
21 supporting the Lewis/Spring/Buttolph  
22 intervenors.

23 CHAIRMAN BURACK: Okay. Thank  
24 you.

1 MR. HASKELL: And I think that  
2 Mario may like to say something. As Charlie  
3 said, he's got the house you can see in the  
4 picture.

5 CHAIRMAN BURACK: Before he  
6 does so, I just need to make sure we've got  
7 a...

8 (Discussion off the record between  
9 Chairman Burack and Atty. Iacopino.)

10 CHAIRMAN BURACK: I'm going to  
11 ask Mr. Rampino to hold his comments until we  
12 get to the public comment period; otherwise,  
13 we're creating witnesses here in a manner  
14 that may make things more complicated than we  
15 need to at this particular moment.

16 So, Mr. Rampino, we'll  
17 certainly give you an opportunity in the  
18 public comment period to share anything you  
19 wish to share with us.

20 Attorney Roth.

21 MR. ROTH: Thank you, Mr.  
22 Chairman. I think I made my points pretty  
23 clearly in the response that I filed to the  
24 Buttolph letter, and I just wanted to

1 emphasize or clarify a couple of points.

2 The Applicant -- I should stop  
3 calling them the Applicant at this point.  
4 They're no longer applying for anything. And  
5 that's probably, you know, one of the  
6 problems. But they're now the certificate  
7 holder.

8 As argued, the decision to  
9 move the O & M building and the turbines up  
10 on the ridge was delegated to the Department  
11 of Environmental Services by the Committee in  
12 the order, and I suppose the decision --  
13 although it's a little unclear what governs;  
14 is it the order, or is it the decision? But  
15 I don't think that that's supportable. And  
16 there's a couple of reasons.

17 One, I don't think that that's  
18 what the Committee actually did, as specified  
19 in those documents. I think the quotations  
20 and references to the various places in the  
21 order and the decision make that pretty  
22 clear, that the Committee was only attempting  
23 to delegate the authority to make  
24 modifications to the permits -- that is, the

1 wetlands permit, the alteration of terrain  
2 permit and the 401 water quality  
3 certificate -- with respect to methods,  
4 techniques, practices. It does not appear to  
5 me that the Committee was looking to  
6 wholesale delegate to the Department of  
7 Environmental Services. It's the Committee's  
8 authority to certificate a project at a  
9 particular site.

10 I think it's also the case  
11 that it's not what DES thought it was doing  
12 when it made those modifications to the two  
13 permits. There's nothing in those permits  
14 that suggests that they're approving the site  
15 and that they decided that the impacts, you  
16 know, with respect to the criteria in the  
17 certificate process were being addressed and  
18 that they were satisfactory. In fact, if you  
19 look at the AOT permit, there's a specific  
20 reference to -- that DES makes in those  
21 permits, and I think it usually does in the  
22 wetlands permits general conditions as well,  
23 where it says this doesn't alleviate you from  
24 having to go and get all the other permits

1           that you might need as state, federal or  
2           local permits. So I think DES didn't really  
3           believe that it was delegated the authority  
4           to make modifications to the project. And I  
5           think that the statute itself doesn't allow  
6           this committee to delegate to the Department  
7           of Environmental Services the power to make a  
8           modification like that. And that's basically  
9           in 162-H:4, III.

10                        So I think those three issues,  
11           those three points suggest there was no  
12           delegation to the Department of Environmental  
13           Services to make this modification. So the  
14           lawfulness of these modifications is not  
15           supported by anything that Environmental  
16           Services did.

17                        CMSR. IGNATIUS: Mr. Roth, can  
18           I just ask you one clarifying question?

19                        MR. ROTH: Certainly.

20                        CMSR. IGNATIUS: There's DES  
21           correspondence -- I can't find it right now,  
22           but it's in response to the request for the  
23           changes that specifically identifies the  
24           moving of the O & M building and gives it --

1 says go ahead. It's acceptable to them.

2 So are you saying that DES  
3 didn't realize -- I couldn't follow what you  
4 said. They didn't think they were taking on  
5 a more wholesale authority to change things;  
6 yet, doesn't that section of the response  
7 from DES suggest otherwise?

8 MR. ROTH: I'd like to look at  
9 it more carefully. But what I would suggest  
10 is that DES understands its authority is with  
11 respect to wetlands and, you know, sensitive  
12 areas within their jurisdiction. The site  
13 and facility permit is not within DES's  
14 jurisdiction. So when the wetlands people  
15 were looking at it, they were looking at:  
16 Okay, is this building being moved onto  
17 another wetlands that we care about? Is this  
18 building going to -- this movement affecting  
19 something in the alteration of terrain permit  
20 that we care about? And I think that their  
21 response saying, yes, it's okay to move the  
22 building, has to be seen in the context of  
23 what it is they thought they were doing --  
24 and that is, they were modifying a wetlands

1 permit and an AOT permit, not a certificate  
2 for site and facility.

3 CMSR. IGNATIUS: All right.  
4 But it's Attachment A to the January 16th  
5 letter from the owner under Orr & Reno  
6 stationery to Chairman Burack. And the  
7 attachment is an e-mail from Craig Rennie.  
8 That first line says, "The Department of  
9 Environmental Services has reviewed the  
10 revised grading and wetland impact plans  
11 (showing minor roadway modifications,  
12 relocation of the O & M building, minor  
13 transmission line relocations, and a  
14 reduction in stone mattresses)," and then  
15 goes on to say it's reducing the overall  
16 disturbance.

17 MR. ROTH: Yeah. And you'll  
18 see --

19 CMSR. IGNATIUS: That it's  
20 determined that these minor modifications are  
21 acceptable as presented.

22 MR. ROTH: And that's always  
23 with respect to wetlands impacts or  
24 disturbances of wetlands, wetlands impact



1 plans and -- "Enclosed please find the  
2 amended approvals for the wetlands and  
3 alteration of terrain permit." I don't see  
4 this says Mr. Rennie is believing he's  
5 exercising authority to modify the  
6 Certificate of Site and Facility.

7 CMSR. IGNATIUS: Well, I'm not  
8 arguing with you that he's not using those  
9 terms. But you don't read that to say that  
10 he's finding the relocation of the O & M  
11 building to be acceptable?

12 MR. ROTH: He certainly does  
13 with respect to the wetlands permit and the  
14 AOT permit. But that's all he can do. And  
15 he has -- I mean, he gets -- somebody submits  
16 a plan to him and says, Here, I want to put  
17 this building here. How does it affect the  
18 wetlands permit, or how does it affect the  
19 AOT permit? That's what he does. He says,  
20 Yes, that's okay because we've determined the  
21 impacts on wetlands and alteration of terrain  
22 are, you know, within our lawful authority,  
23 an acceptable intrusion or not. But that's  
24 what he does. But I don't -- as I said, I

1 don't see that as exercising any authority  
2 under -- to determine, for example, the  
3 visual impacts or the noise impacts or public  
4 health and safety or any of the other things  
5 that the Committee does. There's nothing in  
6 the order or in the statute that says DES can  
7 be delegated the Committee's authority to  
8 decide whether that's a good place for a site  
9 and facility.

10 CMSR. IGNATIUS: Thank you.

11 MR. ROTH: The second point  
12 that's made by the certificate holder is that  
13 this is a minor change. And I would point  
14 out that there is no exception in the statute  
15 for minor changes. And I would also point  
16 out that this doesn't appear to be a minor  
17 change. This is probably, you know, in terms  
18 of square footage, you know, it is the  
19 largest structure associated with this  
20 project. So it hardly can be said to be  
21 minor. So even if there was an exception for  
22 a minor change, which I don't believe there  
23 is, it wouldn't qualify for that. And  
24 162-H:5 says quite clearly that facilities

1 shall be constructed in accordance with the  
2 terms of the certificate. And the terms of  
3 the certificate said this facility, this  
4 particular part of the facility, was going to  
5 be constructed as shown on Plan Sheet C31,  
6 which was submitted as Exhibit A. And that  
7 placed it on the east side of Clark Brook and  
8 the east side of Groton Hollow Road, and I  
9 think, as has been pointed out by Ms. Lewis,  
10 some distance away from the residents,  
11 including Mr. Rampino's residence, which is  
12 prominently featured in the photograph that  
13 was provided. That's not what happened, of  
14 course. And I think there's no dispute about  
15 that it was moved and that it was not  
16 constructed in accordance with the terms of  
17 the certificate.

18 The question is, then: What  
19 is the -- what do we do now? And I think,  
20 you know, the Committee's enforcement powers  
21 start with an order finding it -- determining  
22 whether there was a violation of the terms of  
23 the certificate; and then, once the  
24 determination is made, there's a -- the

1 Committee issues an order to immediately  
2 terminate the violation. And as I pointed  
3 out in my paper, you know, that would mean  
4 essentially removing the building, vacating  
5 it before -- you know, while it's in  
6 operation until it's removed and restored and  
7 then to restore the site. And if the  
8 Applicant doesn't do those things in the time  
9 frame that's provided in that order, then a  
10 suspension of the certificate.

11 I would also suggest that  
12 162-H:12, which provides for the enforcement  
13 mechanism, suggests that this should be a  
14 sort of a summary proceeding, because if you  
15 look at III of that, it deals with  
16 revocation. And a revocation, which is not  
17 what I believe -- which I don't believe is  
18 being sought here, certainly not by me,  
19 requires a full hearing. So that, to me at  
20 least, implies that a violation and an order  
21 to immediately terminate is a summary  
22 proceeding of some sort and that it's  
23 intended to work quickly to deal with a  
24 violation and to have it be addressed

1 immediately.

2 With respect to Ms. Lewis's  
3 suggestion that there be penalties assessed,  
4 I'm not convinced, or I'm not sure, anyway,  
5 that the statute allows the Committee to  
6 itself assess penalties. Instead, that's the  
7 kind of thing that would need to be referred  
8 to the superior court, if I'm not mistaken.

9 So I think what we have here  
10 is an unmistakable violation of the terms of  
11 the certificate. The rationale and  
12 explanation for it is not such that I would  
13 think is necessarily exonerating -- that is,  
14 minor and authorized by DES. And therefore,  
15 you should make a finding of a violation and  
16 issue an order to immediately terminate the  
17 violation by removing the O & M building and  
18 putting it back where it was originally  
19 planned and restoring the site. Thank you.

20 CHAIRMAN BURACK: Thank you,  
21 Attorney Roth.

22 I'm going to turn now to  
23 Attorney Geiger for the owner.

24 MS. GEIGER: Thank you, Mr.

1 Chairman. I believe the allegations that are  
2 being asserted or levied by Ms. Lewis are  
3 very serious, and Groton Wind takes them very  
4 seriously. But we believe that both she and  
5 Mr. Roth are wrong in their conclusions about  
6 whether the certificate has been violated.  
7 And because these are very serious  
8 allegations, I would implore you to look  
9 very, very carefully at the language of the  
10 decision, the order and the conditions in the  
11 AOT and wetlands permits that were issued by  
12 this committee.

13 Mr. Buttolph and Ms. Lewis and  
14 Mr. Spring are asking that the docket be  
15 reopened to permit the parties and those  
16 impacted by the plan modifications to be  
17 heard. Groton Wind submits that reopening  
18 the record in this case is not warranted. It  
19 is very clear from the information presented  
20 in my letter to Chairman Burack, dated  
21 January 16th, as well as the attachments that  
22 we submitted and the attachments to the  
23 Buttolph letter, that the modifications to  
24 the project's site plans were reviewed and

1 approved by the Department of Environmental  
2 Services, and the DES had been properly  
3 delegated the authority by this committee --  
4 or the subcommittee that had been convened to  
5 hear the Groton Wind Application, quote,  
6 unquote -- and this is Page 61 of the  
7 decision -- "the authority to monitor the  
8 project and its compliance with the  
9 conditions of the certificate and with all of  
10 the laws and regulations pertaining to the  
11 permits it has issued." DES had been  
12 delegated the authority by the subcommittee  
13 in the Groton Wind case to monitor the  
14 project and its compliance with the  
15 conditions of the certificate. Now,  
16 certainly, if DES believed that the revised  
17 site plan modifications that were submitted  
18 to it by Groton Wind were not in compliance  
19 with the certificate, DES surely would not  
20 have approved them. Moreover, if DES  
21 believed it lacked the authority to grant  
22 approval of the modified site plans, it would  
23 have said so and would have instructed Groton  
24 Wind to make a filing with this committee.

1           However, that approach would have made no  
2           sense. The reason for that is that the order  
3           of the Order and Certificate of Site and  
4           Facility for this project expressly states at  
5           Page 3 that DES has the authority to approve  
6           modifications or amendments to the permits  
7           and certificate issued by it. Two of those  
8           permits, the wetlands permit and the  
9           alteration of terrain permit, expressly refer  
10          to the project's plans that had been  
11          submitted to DES. And those permits  
12          specifically contain conditions -- the second  
13          condition listed on both permits -- stating  
14          that DES must approve any plan revisions or  
15          changes in construction details or sequences.  
16          Again, it's very important to parse the words  
17          of all of the documents that apply here and  
18          connect the dots.

19                                Now, these two permits that I  
20          just quoted from and referenced are attached  
21          to the order and certificate as Appendix 1.  
22          So they're conditions of the certificate.  
23          DES exercised its delegated authority by  
24          issuing the revised AOT and wetlands permits



1 that include a reference to the revised  
2 plans. Not only did they do that, but in the  
3 e-mail that Chairman Ignatius was  
4 referencing, which is attached to my letter  
5 to Chairman Burack, DES told the Applicant --  
6 excuse me -- the certificate holder's expert  
7 or consultant, Mr. Walker, that the attached  
8 amended permits "shall serve as confirmation  
9 to proceed with the minor modifications as  
10 depicted on the revised plans by VHB, dated  
11 October 28th, 2011." DES determined that  
12 these were "minor modifications." Those were  
13 not the Applicant's words. Those were DES's  
14 words. So I think it's very important to  
15 note that.

16 In addition, the allegation  
17 that Groton Wind should have obtained a prior  
18 approval for plan changes from this committee  
19 is totally inconsistent with the Committee's  
20 decision and order in this case. As I've  
21 indicated, the wording of both the decision  
22 and the order and the conditions to the order  
23 clearly indicate DES has been delegated  
24 approval to monitor compliance with the

1 certificate, as well as to approve any  
2 changes in the plans that had been submitted  
3 to it for construction of these facilities.

4 In addition, coming back to  
5 this committee makes no sense. It's totally  
6 unrealistic to require Committee members to  
7 devote the time and resources to field work  
8 and to review plan modifications necessitated  
9 by field conditions that may not have been  
10 readily apparent when original site plans  
11 were presented to the SEC. The reason that  
12 DES and other state agencies are delegated  
13 authority to monitor the construction of a  
14 project like Groton Wind is because they can  
15 readily deploy field personnel to review and  
16 approve, if needed, site plan adjustments.  
17 Requiring the SEC to review every  
18 modification to an energy facility's  
19 construction plans would unduly delay project  
20 construction. And this is inconsistent with  
21 R.S.A. 162-H:1, which states that undue delay  
22 in the construction of needed facilities  
23 should be avoided.

24 In this case, the SEC properly

1 delegated plan modification review and  
2 approval to DES, and Groton Wind complied  
3 with the process specified in the decision  
4 order and permit conditions and obtained  
5 approval for its plan modifications. The  
6 docket in this case may not be reopened. I  
7 think that the determination that the project  
8 acted consistent with the process outlined in  
9 the Committee's decision and order can be  
10 made from the papers.

11 In addition, I'd like to  
12 respond to Public Counsel's response to the  
13 Buttolph letter. We believe that in making  
14 his position, Public Counsel is essentially  
15 second-guessing DES here, that DES made the  
16 determination that it was appropriate to  
17 relocate this O & M building. We think that  
18 the recommendation that Public Counsel is  
19 making to move the O & M building to its  
20 originally certificated location, to vacate  
21 it and not use it until such time as the  
22 violation is corrected, or to suspend the  
23 certificate, is an extreme and unreasonable  
24 position and should be rejected.

1                   As indicated in the letter  
2                   from the project's environmental and  
3                   engineering consultants, VHB -- this letter  
4                   is attached to the Buttolph complaint now --  
5                   the change in the O & M building had several  
6                   environmental benefits, and that's why the  
7                   change was made with DES's permission. As  
8                   noted in the letter, the O & M building is  
9                   now located in an area that had originally  
10                  been proposed for development as a switch  
11                  yard for this project. It eliminated the  
12                  need to cross Clark Brook, reduced the  
13                  required land disturbance by approximately  
14                  seven-tenths of an acre, and reduced the  
15                  proposed clearing within a 50-foot buffer to  
16                  two perennial streams by approximately  
17                  8,150 square feet. This area had previously  
18                  been cleared by the landowners years ago and  
19                  had been used as a log landing and processing  
20                  area. Certainly, if DES had believed that  
21                  moving the O & M building was a bad idea or  
22                  in violation of any certificate or permit  
23                  conditions, it never would have agreed to the  
24                  change. It never would have told the

1 Applicant to proceed with the revisions.  
2 Thus, requiring Groton Wind to move the O & M  
3 building to its original location as  
4 recommended by Public Counsel would be  
5 environmentally unbeneficial and  
6 unreasonable.

7 In addition, the cases cited  
8 by Public Counsel to support its position  
9 about moving the O & M building back to its  
10 original location are inapplicable here  
11 because they all deal with residential  
12 structures that had either violated town  
13 permitting or land use ordinances or  
14 processes. Here, we're dealing with an  
15 energy facility structure that's been  
16 certificated by this committee and therefore  
17 is not subject to town zoning ordinances.

18 As indicated previously in  
19 response to Mr. Buttolph's letter, Groton  
20 Wind has not violated the terms of its  
21 Certificate of Site and Facility, and  
22 therefore, no further action need be taken by  
23 the Committee in this matter. Thank you.

24 CHAIRMAN BURACK: Thank you,

1 Attorney Geiger.

2 MR. ROTH: If I may make a  
3 rebuttal?

4 CHAIRMAN BURACK: Go ahead,  
5 Attorney Roth.

6 MR. ROTH: Thank you. I guess  
7 the suggestion to look at the language in the  
8 decision on Page 61 is a good one. I  
9 actually highlighted it in my filing. And I  
10 think it should be noted that the authority  
11 delegated to monitor the project and its  
12 compliance pertains to the permits that it  
13 has issued. So that's not with respect to  
14 monitoring the construction of the project  
15 for all the other things that have to be  
16 done; it's just with respect to the permits  
17 that DES has issued. And then the operative  
18 language, in terms of delegating the  
19 authority to use the -- to specify the use of  
20 any technique, methodology or practice or  
21 procedure and to effectuate -- and to make  
22 changes. So that's where the delegation is.  
23 It's not in -- it's not sort of in the  
24 penumbra and emanation of the monitoring and

1 compliance checking. It's a specific  
2 delegation with respect to technique,  
3 methodology, practice or procedure. Moving a  
4 building is not a technique, methodology,  
5 practice or procedure.

6 The certificate holder argues  
7 that this was a -- that DES found that this  
8 was a "minor modification." And I suspect --  
9 though I don't do wetlands law, but the  
10 little bit that I have done, I suspect that  
11 minor modification in DES wetlands permitting  
12 land has a very specific meaning, and that's  
13 probably what they were talking about. They  
14 were not referring to what the SEC would  
15 consider to be a minor modification.

16 And then we heard a number of  
17 assertions, which is interesting because  
18 Attorney Geiger sounded an awful lot like she  
19 was trying to be counsel for the Department  
20 of Environmental Services and making very  
21 strong claims about what DES would never have  
22 done or would not have done. And I think  
23 there's really no basis for making those  
24 kinds of assertions and comments, and so I

1 think you should put -- take them with a  
2 grain of salt.

3 Finally, the point about this  
4 project having been certificated by DES is  
5 somewhat of a stretch. In fact, it was  
6 certificated, and permits were approved by  
7 DES. So what we see is, you know, not that  
8 the project itself was certificated by DES;  
9 it was certificated by you. The permits were  
10 approved by DES and by you. So we're not  
11 saying, you know -- nobody's here claiming  
12 that there's a violation of the DES wetlands  
13 permit or the DES AOT permit. Clearly, those  
14 changes were made, and as far as I know,  
15 appropriately. I don't have any information  
16 that suggests that DES went outside of its  
17 ordinary statutory obligations and functions  
18 to make changes to the wetlands permit or the  
19 AOT permit. I suppose it's possible, but I'm  
20 not saying that. And I didn't hear Mr.  
21 Buttolph saying that either. But what we do  
22 see here, I think, is the certificate which  
23 said this project is going to be built the  
24 way the plans show. And the plans, when the



1 certificate was made in 2010, said this  
2 building was going to be on the east side of  
3 the river, and the turbines that are up on  
4 the ridge were going to be where they were.  
5 And I have not made much of a fuss about the  
6 turbine movements. I understand that those  
7 are really relatively small, and they don't  
8 really, as far as I know -- but Ms. Lewis  
9 has, I think, a credible claim or credible  
10 question otherwise -- they're not going to  
11 have the kind of impact that these things  
12 have -- that this movement has. But if you  
13 look at the plan that was provided, you can  
14 see the little highlights, the shadows of  
15 people's homes that used to be removed from  
16 this building by the road and the river and  
17 some woods. As I recall walking through  
18 there, maybe there was a log area there, but  
19 there was a lot of trees and woods and stuff  
20 everywhere. Now, these homes are right up  
21 against it, with nothing in between them.  
22 And in particular, Mr. Rampino's house, if I  
23 got his name correctly -- I apologize if I  
24 didn't --

1 MR. RAMPINO: You're right.

2 MR. ROTH: -- is a really  
3 glaring example. It looks like this thing --  
4 he's probably getting stones in his yard from  
5 the terrace that they built.

6 So I think this is a  
7 significant problem, and it's a significant  
8 deviation from the terms of the permit. And  
9 I don't think that there's a credible  
10 argument to be made that DES thought it was  
11 allowing the certificates to be modified.  
12 Thank you.

13 MR. IACOPINO: Can I just ask  
14 Mr. Roth a question?

15 Mr. Roth, you attached two  
16 plans to your response, and I only can view  
17 them on my computer right now. There are  
18 dates on those plans. Can you tell us what  
19 the dates are on the two exhibits that you  
20 filed with your response to the --

21 MR. ROTH: There were three  
22 exhibits, Mr. Iacopino. Exhibit A is out of  
23 the Application, and so I don't know what the  
24 date of it is. This copy was made exactly as

1 it was taken from the binder.

2 MR. IACOPINO: Okay.

3 MR. ROTH: So this is, you  
4 know, 2009, probably. So this showed the  
5 original location for the O & M building.  
6 And then the other two exhibits, B and C, B  
7 is this plan book, and it's dated  
8 October 28th, 2011. And by the way, I got  
9 the same response to a request for the plans  
10 from Attorney Geiger. And then the last one  
11 is Exhibit C. And I don't think it has a  
12 date, but I found this in the DES files in  
13 the -- you know, I suppose in the papers  
14 associated with the modification request.  
15 And it looks like it says on the second page  
16 that the intent of this figure is to show  
17 changes from the July 9th, 2010 site plan to  
18 October 28th, 2011 site plans for the Groton  
19 Wind Farm. And then it says "2010 Aerial  
20 Photography." So this was in there amongst  
21 the things in the October/November 2011 time  
22 frame seeking the modification. And it shows  
23 the O & M facility moving from one side of  
24 the river to the other.

1 MR. IACOPINO: Thank you.

2 CHAIRMAN BURACK: Okay. I'm  
3 watching the clock here. It's already 4:30.  
4 Just off the record for a moment.

5 (Discussion off the record between  
6 Chairman Burack and the Court  
7 Reporter.)

8 CHAIRMAN BURACK: Here's what  
9 I'm going to ask. I'm just looking at the  
10 clock. It's already 4:35 right now. I don't  
11 know if we can do it, but I'd like to see if  
12 we can find a path forward by 5:00 today on  
13 this so that we don't have to come back to  
14 deliberate further on this today, if we can.  
15 I know we've offered the opportunity for  
16 public comment. Can I just see by show of  
17 hands how many people here would like to be  
18 able to make public comment at this time?

19 (Show of hands in audience)

20 CHAIRMAN BURACK: There are  
21 three people who would like to be able to do  
22 so. Okay. And we'll need to do that very  
23 briefly. I can do that before or after we  
24 have our discussion as to how to proceed.

1 CMSR. HARRINGTON: Mr.  
2 Chairman, just one question I have on this.  
3 It seems to me as if the permit, you know,  
4 what DES thought they were doing when they  
5 were signing this has sort of certainly been  
6 brought up by the Applicant as being  
7 paramount in their decision. They thought  
8 they were getting approval from DES. I don't  
9 know quite how we go forward without having  
10 someone from DES, the people that actually  
11 signed this, letting us know and having a  
12 chance to ask what exactly they thought they  
13 were approving when they did that and what  
14 other communications they might have had with  
15 the Applicant. To me, that's a really  
16 critical piece of information. I'd be not  
17 able to make a decision on this without that.

18 CHAIRMAN BURACK: Thank you,  
19 Mr. Harrington -- Commissioner Harrington. I  
20 think what you're pointing out here is that  
21 -- and I'm certainly open to hearing others  
22 on this -- I'm not sure I see any other way  
23 for us to proceed than to, again, consistent  
24 with the discussion we had about the other

1 items here, indicate to the parties that  
2 there will in fact have to, on this issue, be  
3 a discovery process that would lead to an  
4 evidentiary hearing, followed by  
5 deliberations and ultimately an order on  
6 this. And that would start with having the  
7 parties meet with Attorney Iacopino and  
8 identifying what the additional information  
9 is on which we need to have discovery. And  
10 you've identified one key element of that.

11 Director Hatfield, do you have  
12 a thought on this?

13 DIR. HATFIELD: I do. Thank  
14 you. I agree with Commissioner Harrington.

15 And I also just wanted to  
16 raise a question about Direct Stewart's  
17 participation. I'm not sure how the fact  
18 that his staff issued the permits impacts on  
19 his ability to sit on this. And maybe it  
20 doesn't. But it did occur to me that that  
21 could be an issue. So I wanted to raise it.

22 And with respect to wrapping  
23 up today, I think it would be good to hear  
24 the public comment before we get a chance to

1 ask any questions or to deliberate. Thank  
2 you.

3 CHAIRMAN BURACK: Thank you  
4 for that input. Director Normandeau then.

5 DIR. NORMANDEAU: Just  
6 quickly, I have to agree with Commissioner  
7 Harrington on the -- although it pains me to  
8 realize the length of process we'll probably  
9 go through here. But I am -- the idea that  
10 those permits went through and in fact no  
11 abutters got notified, you know, I'd like to  
12 see how that got looked at, because in my  
13 experience, which is quite long with wetlands  
14 and AOT permits, that's something that almost  
15 is -- you know, it's always, always done.  
16 And I am trying to get my head around how  
17 that managed to slip through the cracks, that  
18 something got moved into a different area  
19 that had a bunch of abutters that did not, in  
20 fact, get notified and that those return  
21 receipts, et cetera, et cetera, were not  
22 provided as part of the application for the  
23 change and modification.

24 CHAIRMAN BURACK: Thank you,

1 Director Normandeau. Director Scott --  
2 Director Stewart. I'm sorry.

3 DIR. STEWART: Yeah, with  
4 regard to Director Hatfield's question, I've  
5 had no involvement whatsoever with the  
6 alteration of terrain or wetlands. When we  
7 have these Site Evaluation Committee  
8 proceedings, I stay out of the permitting  
9 process. So I really had no involvement.

10 May I make another point?

11 CHAIRMAN BURACK: Please.

12 DIR. STEWART: Separate from  
13 the siting question, Ms. Lewis raised the  
14 point concerning drinking water wells and  
15 blasting practices. And within the same  
16 alteration of terrain appendix, Conditions 21  
17 and 22 address these issues. And I think  
18 we're going to need some information  
19 particularly with regard to drinking water  
20 wells. Section 21 of the alteration of  
21 terrain appendix to the certificate states  
22 that, basically, drinking water wells should  
23 have been identified and a groundwater  
24 quality sampling program provided to monitor



1 for nitrates and nitrite. I presume those  
2 are typically the contaminants of concern.  
3 So I think we need information, because there  
4 was a claim made; and also, some articulation  
5 that best management practices with regard to  
6 blasting were implemented, because a claim  
7 was made with regard to that, too.

8 CHAIRMAN BURACK: Thank you,  
9 Director Stewart.

10 DIR. STEWART: And that's  
11 Section 22. I'm sorry. 21 and 22.

12 CHAIRMAN BURACK: Okay. Thank  
13 you. If there aren't any other questions at  
14 this moment, I'd like to turn again very  
15 briefly to members of the public. This is an  
16 opportunity for public comment. You're not  
17 giving testimony at this time under oath.  
18 It's just an opportunity for you very quickly  
19 to state whatever thoughts you may have at  
20 this time. I point out that, as I think  
21 you're hearing, it's very likely that there  
22 will be a subsequent opportunity for  
23 additional and probably more extensive public  
24 comment relating to this issue. But having

1           said that, let's start with this gentleman  
2           here next to Mr. Haskell.  If you can take a  
3           minute or two and just share with us.  If you  
4           could state your --

5                           MR. RAMPINO:  I'm just going  
6           to --

7                           CHAIRMAN BURACK:  If you could  
8           just state your name and where you live --

9                           MR. RAMPINO:  My name is Mario  
10          Rampino, Jr.

11                          CHAIRMAN BURACK:  And how do  
12          you spell your last name, sir?

13                          MR. RAMPINO:  J-R, Jr.

14                          (Laughter)

15                          CHAIRMAN BURACK:  Rampino.

16                          MR. RAMPINO:  R-A-M-P-I-N-O.

17                          CHAIRMAN BURACK:  Thank you.  
18          Please proceed.

19                          MR. RAMPINO:  I live on Groton  
20          Hollow Road, of course, the last house down.  
21          And my life has changed now.  My house is  
22          worth nothing.  The well is contaminated.  
23          And if I heard him correctly, it didn't get  
24          contam -- you mentioned that I perhaps stated

1 I have water problems and tied in with the  
2 blasting, which is completely wrong, if I'm  
3 correct, if I heard you right. My water is  
4 undrinkable. I use bottled water. I have  
5 stains in my bath -- in my toilet now, green.  
6 And it's hard to -- I guess it's copper.  
7 Anyways, off that.

8 I moved there 17 years this  
9 June. I moved there because it's the end of  
10 a dead-end road, last house. Plenty of  
11 forest, privacy. I don't deal with anybody  
12 on my road. If I have to say hello, I say  
13 hello. But I had a German Shepherd,  
14 pure-bred, born the same day I was -- not the  
15 year, though. And I can't get rid of my  
16 house if I wanted to sell it. What I got now  
17 is just bare ground, like it was Agent Orange  
18 got dumped on it. Got this monster of a  
19 building right at the end of my driveway,  
20 just up the top of the hill. Continual  
21 traffic. Still traffic. I'm not paranoid,  
22 but I feel every time I go out in my yard,  
23 somebody's watching from perhaps the  
24 building. People go by, they look. My

1 privacy's completely gone. And I only moved  
2 there just for one reason: I was a Vietnam  
3 combat vet and a Boston Police Officer for 20  
4 years; 12 years on motorcycles, and I was  
5 part of the SWAT team. You can check my  
6 records if you want and everything. I seen  
7 plenty of murders and mayhem. I just had to  
8 get out of Boston. And I thought I found my  
9 answer. I just turned 70, and I don't know  
10 where to go now. Can't sell the house. Made  
11 a lot of promises to me about cleaning up  
12 inside my house from the dust from the roads.  
13 Had running battles during the construction  
14 about that. Outside of my house is filthy,  
15 the windows. And it's just terrible. I can  
16 go on about a bunch of stuff I have here, but  
17 I'll let other people speak. And you  
18 mentioned perhaps in the future I could speak  
19 again. So, none of you people in this room  
20 would ever want to leave there. I'm the  
21 hardest impact on that road from that  
22 project. Thank you very much.

23 CHAIRMAN BURACK: Mr. Rampino,  
24 thank you very much. And again, I think we

1 saw a photograph earlier. And that is your  
2 home that is -- can we just identify? This  
3 is your home that is in the photograph that's  
4 attached to the back of the petition from the  
5 Buttolph group?

6 MR. RAMPINO: Can I go up --  
7 oh, I got one. Yeah, that's it. That used  
8 to be all woods. All woods.

9 CHAIRMAN BURACK: Thank you  
10 very much.

11 MR. RAMPINO: Thank you.

12 CHAIRMAN BURACK: Okay. Go to  
13 the next gentleman. Is there somebody here  
14 by Ms. Lewis? Yes, please introduce  
15 yourself, sir.

16 MR. SPRING: Yes. Carl  
17 Spring. I'm also one of the intervenors in  
18 the group. Just as a little side note. We  
19 do have aerial photography showing the area  
20 impacted by the relocation of the O & M  
21 building. It's a heavily forested area. And  
22 we have the documentation. And the photo you  
23 just looked at also shows the O & M building  
24 probably 40, 50 feet above Mario's house. So

1           it's easy to see why he feels the way he does  
2           with someone always towering over you.

3           That's all I have at this time. I'll let  
4           anyone else speak. Thank you.

5                           CHAIRMAN BURACK: Very well.

6                           Sir, would you please  
7           introduce yourself for the record.

8                           MR. ROACH: My name's Richard  
9           Roach. I work for the Army Corps of  
10          Engineers, Regulatory Division. We gave a  
11          general permit for this work with special  
12          conditions regarding historic resources. I'm  
13          not aware that Groton Wind has requested  
14          modification of their Corps permit for these  
15          changes, and I'm concerned that these changes  
16          may have involved some different impacts to  
17          historic resources. But we'll wait to see if  
18          there are any significant changes.

19                          I'm also concerned about these  
20          changes without review of the SEC or the  
21          Corps. In deciding to issue a general permit  
22          for this work, we relied in part -- or  
23          actually, substantially, on the SEC process.  
24          Our regulations instruct us to try to process

1 permits concurrently with the State. So we  
2 often involve ourselves with these processes.  
3 And when we issue an individual permit, we  
4 conduct a public interest review that's a  
5 little broader than the 404(b) guidelines  
6 that talked about wetland and water  
7 resources. And in a case like this, I think  
8 the SEC also concerns itself with a lot of  
9 these issues.

10 So I think in deciding whether  
11 to grant the modification, if you haven't  
12 already, we would want to participate, or at  
13 least follow along with the SEC process in  
14 deciding this. Thank you.

15 CHAIRMAN BURACK: Thank you  
16 very much, Mr. Roach. And again, just for  
17 the record, how do you spell your last name?

18 MR. ROACH: R-O-A-C-H.

19 CHAIRMAN BURACK: Thank you  
20 very much.

21 Looking to the members of the  
22 Committee to see whether or not folks have a  
23 different thought on how we might proceed on  
24 this, other discussion they want to have

1 relative to the discussion -- or the  
2 suggestion I'd offered previously, that we  
3 would need to enter into a discovery process  
4 here on this with Attorney Iacopino's  
5 assistance with the parties to try to move us  
6 toward an evidentiary hearing on this.

7 Commissioner Ignatius.

8 CMSR. IGNATIUS: Thank you. I  
9 had expressed some reservation about that  
10 process having to do with the access road.  
11 I'm willing to withdraw that concern.

12 And I think moving to an  
13 identification of next steps we should do, I  
14 think the allegations are extremely serious  
15 on some of these issues. And while hopefully  
16 matters like which trainings have been  
17 conducted and which ones should still be  
18 scheduled, things like that can be resolved  
19 by agreement, this final issue is obviously  
20 something that's not going to be resolved by  
21 agreement, I can't imagine. And if the facts  
22 bear out the way that the allegations have  
23 been made, this is an extremely serious  
24 situation. And I think we need to take it up



1 with the whole committee as soon as we can.

2 CHAIRMAN BURACK: Thank you.  
3 Any others wish to offer any thoughts on this  
4 particular point? Attorney Geiger.

5 MS. GEIGER: Yes, just very  
6 briefly. And I'd like to reiterate my  
7 argument, that I think the issue of whether  
8 or not the Committee believes that the  
9 certificate and decision in this case  
10 delegated to DES the authority to review  
11 these plan modifications is one that can be  
12 made without an evidentiary hearing. In  
13 addition, I would note that the order has  
14 directed Groton Wind to come back to this  
15 committee for certain things, like if there's  
16 a change in ownership, if -- you know, other  
17 things specified there. It did not direct  
18 the Applicant to come back to the SEC with  
19 any plan changes. The AOT permit and the  
20 wetlands permit are very clear. Changes to  
21 the plans that are referenced in those  
22 certificates needed to go to DES, and that's  
23 exactly what this Applicant/certificate  
24 holder did. It followed the process. Its

1 consultant followed the process and submitted  
2 those plans to DES for approval. I believe  
3 the decision about whether or not there's  
4 been some misunderstanding or  
5 misinterpretation is an issue that can be  
6 made on the record. I don't think we need an  
7 evidentiary hearing on that.

8 MR. ROTH: Mr. Chairman, if I  
9 may? I actually agree with Attorney Geiger  
10 about that point. If the Committee did, in  
11 fact, intend to delegate the authority to  
12 move a portion of the facility from one place  
13 to another to DES, that would be helpful to  
14 know, in terms of what the process is going  
15 to look like going forward. I don't know  
16 that that's necessarily going to be  
17 dispositive about whether, you know, that  
18 delegation was lawful and appropriate and  
19 followed correctly by DES, but it certainly  
20 would be helpful to know the parameters of  
21 what the Committee believes the certificate  
22 and decision say.

23 CHAIRMAN BURACK: Thank you,  
24 Attorney Roth. Director Stewart.

1                   DIR. STEWART: With regard to  
2                   the DES permitting process, and particularly  
3                   alteration of terrain, I want to make clear  
4                   that this is an ambiguous point. In the  
5                   normal course of business of the alteration  
6                   of terrain program, the alteration of terrain  
7                   program would not deal with things like  
8                   relocating buildings relative to setbacks  
9                   from, you know, property lines or roads or  
10                  anything like that, in the sense that those  
11                  are local issues. So I just -- to kind of  
12                  frame this, there are issues that are kind of  
13                  consumed or subsumed into the certificate  
14                  that are local issues, and there's a normal  
15                  alteration of terrain permitting process.  
16                  And so it is an ambiguous point as to whether  
17                  DES was delegated that authority to look at  
18                  buildings relative to these other factors.  
19                  So I just want to make sure that, without  
20                  deliberating on the issue, it is an ambiguous  
21                  point because the AOT program does not  
22                  typically look at those kinds of issues.

23                               CHAIRMAN BURACK: Thank you,  
24                               Director Stewart.

1 (Discussion off the record between  
2 Chairman Burack and Atty. Iacopino.)

3 MR. IACOPINO: Ms. Geiger, I  
4 have a question for the Applicant, and that  
5 is: Does the Applicant agree that the  
6 delegation contained between the two  
7 documents was for purposes that involved the  
8 wetlands permit and the alteration of terrain  
9 permit and the water quality certificate, or  
10 does the Applicant take the position that any  
11 change in the certificate could be approved  
12 by DES?

13 MS. GEIGER: I believe in my  
14 oral argument, I indicated and referred the  
15 Committee to Page 61 of the decision. And I  
16 think the language there is pretty clear.  
17 The language there is that DES is delegated  
18 the authority to monitor the project and its  
19 compliance with the conditions of the  
20 certificate. So again, you need to connect  
21 the dots back. The certificate includes as  
22 conditions all of the things listed in the  
23 wetlands and AOT permit. Among those  
24 conditions are the requirement that changes

1 to the plans that are referenced in those  
2 certificates -- in those permits must go to  
3 DES for review and approval. So I think you  
4 have to look at all of these issues together.  
5 I think you have to look at the decision, the  
6 order and each underlying permit that are --  
7 each permit that is attached as Appendix 1 to  
8 their certificate.

9 MR. IACOPINO: If I may ask  
10 another question, Mr. Chairman?

11 CHAIRMAN BURACK: Please.

12 MR. IACOPINO: If your client  
13 had determined that they wanted to build  
14 these towers 50 feet taller than they are,  
15 and you went to -- would you go to -- I mean,  
16 would DES, under your interpretation of this,  
17 be permitted to make that change?

18 MS. GEIGER: I think a taller  
19 tower doesn't involve changing construction  
20 plans. I think what that involves is  
21 installing a different tower, a different  
22 piece of equipment. So of course we would  
23 have come back here. Absolutely.

24 MR. IACOPINO: Where's the

1 line between the two --

2 MS. GEIGER: I think --

3 MR. IACOPINO: -- under  
4 your -- the way your argument is?

5 MS. GEIGER: My argument is  
6 that the plan -- if you think about what's on  
7 a plan, and if you look at the plans that  
8 Attorney Roth has submitted to you, those are  
9 not three-dimensional plans; those are the  
10 layout of the facility. And as I said in my  
11 remarks earlier, the O & M building was put  
12 in a place that DES found suitable because,  
13 first of all, it's a place that had  
14 originally been earmarked for the switch  
15 yard. Again, the switch yard went away  
16 because the project ended up interconnecting  
17 in Holderness, if everyone remembers that.  
18 So DES said, Okay. You're going to avoid  
19 crossing Clark Brook by moving this building.  
20 That's a good thing. You're going to reduce  
21 your acreage by .7 acres. That's a good  
22 thing, et cetera. So it was with input from  
23 DES and approval from DES that these changes  
24 were made.

1 MR. IACOPINO: But what about  
2 the fact that now the O & M building is  
3 sitting in apparently two people's front  
4 yards, in full view of their homes? Doesn't  
5 that pertain to the aesthetics of the  
6 project, and isn't that something that the  
7 Committee considered, that would not be in  
8 the purview of DES?

9 MS. GEIGER: I can't speak to  
10 that, Attorney Iacopino. All I can tell you  
11 is the Applicant and its consultant acted in  
12 what they believed to be in accordance with  
13 the plain reading of all of the conditions  
14 and the wording of the certificate, the order  
15 and Appendix 1.

16 MR. IACOPINO: I was going to  
17 say, if anybody else --

18 CHAIRMAN BURACK: Please. Ms.  
19 Lewis, you wish to respond?

20 MS. LEWIS: Please. I just  
21 feel, for the intervenor group, it's spent a  
22 huge amount of time throughout this whole  
23 process, gave up our personal lives to be a  
24 part of this. I think if Attorney Geiger's

1 response is acceptable to the SEC, from the  
2 intervenors' point of view, it makes a  
3 mockery of the Site Evaluation process,  
4 because we were a part of this process, and  
5 the reason why is we wanted to be heard. We  
6 wanted as absolute little impact to our  
7 fellow residents in our town as we possibly  
8 could have. And as you can see and that  
9 you've heard from Mr. Rampino, that  
10 absolutely wasn't the case. So why should  
11 any intervenor in the future even get  
12 involved if we're not heard, if this isn't  
13 listened to from Attorney Geiger and  
14 addressed? And I guess I'm just pleading  
15 with you to hear us. It's not right. It's  
16 not right what took place to these people.

17 CHAIRMAN BURACK: Thank you.

18 Attorney Roth, do you wish to  
19 add anything on this?

20 MR. ROTH: Yes, I would. I  
21 thought counsel for the certificate holder's  
22 answer to Mr. Iacopino's question was  
23 fascinating. She couldn't speak to that when  
24 the question was asked, Well, I mean, does



1 DES look at the aesthetics and the other  
2 concerns? Well, that's exactly the answer.  
3 I mean, that's exactly the issue here. DES  
4 doesn't do that. They don't look at the  
5 aesthetics. They don't consider the public  
6 safety issues. They don't consider the noise  
7 and the traffic and all that stuff that this  
8 committee does. And the certificate holder's  
9 wanting to avoid those issues is apparent,  
10 and that's why they can't speak to it.

11 CHAIRMAN BURACK: Thank you,  
12 Attorney Roth.

13 Director Bryce, did you have a  
14 comment or question here?

15 MR. BRYCE: Yeah, just a quick  
16 follow-up to Mr. Iacopino's question.

17 Attorney Geiger, if the towers  
18 were to be moved, not the height, but the  
19 actual move, and let's say because it was  
20 concluded that it would have less impact on  
21 wetlands and some of the other environmental  
22 factors, would you have come back to the  
23 Committee to do that? Let's say move a tower  
24 2- or 300 feet in one direction or the other?

1 MS. GEIGER: I think those  
2 plans, again, were submitted to DES. It was  
3 certainly disclosed, all that information, to  
4 DES pursuant to the blueprint that was given  
5 in the order. And DES reviewed and approved  
6 that. So I just -- I guess I'm finding it  
7 very difficult and very frustrating, because  
8 Groton Wind followed what it thought was the  
9 process laid out in the order. And  
10 obviously, that is subject to interpretation,  
11 apparently. Mr. Roth obviously disagrees  
12 with our interpretation. But I believe that  
13 DES has been delegated the authority to  
14 figure out whether or not the project is in  
15 compliance with the certificate conditions,  
16 and among those conditions in the permits is  
17 to go back to DES for review and approval of  
18 any changes to construction plans.

19 MR. BRYCE: Okay. Thank you.

20 MR. ROTH: Mr. Bryce, if I may  
21 add something to that? The plans actually do  
22 show that the certificate holder moved the  
23 towers and moved the road in six or eight  
24 instances. So I think that's pretty clear

1           what they believe was their obligation. They  
2           thought moving those things was okay.

3                           CHAIRMAN BURACK: Okay.

4           Here's what I think we need to do: My  
5           recommendation to the Committee is that we  
6           do -- as I said, initiate a discovery process  
7           here, with Attorney Iacopino's assistance,  
8           including an evidentiary hearing, presumably  
9           followed by public deliberations and an  
10          appropriate order on this point. And  
11          likewise, with respect to the other matters  
12          that we discussed today, those would also be  
13          subject to a consultation or meeting with  
14          Attorney Iacopino to get additional facts to  
15          see if there can be any resolution on those  
16          matters. And I would be happy to entertain a  
17          motion to that effect if somebody wishes to  
18          make one.

19                           DIR. NORMANDEAU: So moved.

20                           CMSR. SCOTT: Second.

21                           CHAIRMAN BURACK: Okay. Moved  
22          by --

23                           COURT REPORTER: So who

24          seconded?

1                   CHAIRMAN BURACK: Director  
2           Normandeau, seconded by Commissioner Scott.

3                   Again, just to restate and  
4           recap here, my understanding of the motion  
5           is, in effect, that we would be giving the  
6           parties the next 30 days to meet with  
7           Attorney Iacopino on the first issue to see  
8           if they can work out a mutually acceptable  
9           resolution. And again, that first issue  
10          relates to the road and the maintenance of  
11          that road. And again, we would be asking the  
12          parties either to let us know that they've  
13          been able to reach agreement among themselves  
14          that would allow them to bring to us a  
15          proposed amendment to the certificate; or, if  
16          not, we could ourselves, based on additional  
17          evidence, either enforce the agreement or  
18          revise the agreement on our own; or the owner  
19          could petition us -- or file a motion or  
20          petition to amend the certificate to other  
21          terms that they believe would be appropriate  
22          if they cannot reach agreement, and we'd have  
23          to consider on that basis.

24                   With respect to the training

1 expense, I believe the record identifies  
2 issues that would need to be identified,  
3 including the cost of what's been incurred to  
4 date, as well as what training might be being  
5 provided now, and the number of people  
6 certified. And again, we'd encourage the  
7 parties to see if they can among themselves  
8 work out some agreement there.

9 And then with respect to the  
10 issue of the expenses, again, there would be  
11 some discovery on the issue of what  
12 representations the Town asserts were made by  
13 the Company and what the Town is claiming it  
14 is owed or requesting to be reimbursed by the  
15 owner.

16 And then again, on this final  
17 issue here relating to the location of the  
18 O & M building, there would need to be  
19 identification of the issues on which  
20 discovery will be necessary. And we've  
21 discussed several of those here today. And  
22 that discovery process would need to go  
23 forward to lay the foundation ultimately for  
24 an evidentiary hearing here. I think those

1 are the key issues.

2 I would just offer the  
3 observation that I think there is always  
4 value in parties sitting down and talking to  
5 each other and hearing each other. And on  
6 this issue of the O & M building, I am sure  
7 the Company has heard the concerns of  
8 apparently the closest abutter, Mr. Rampino,  
9 who has indicated that his property is one  
10 that he cannot sell. And maybe there's a  
11 basis there for some agreements to be  
12 reached. Ms. Peabody, in her filings with  
13 the Committee, has requested that there be a  
14 substantial vegetative buffer planted.

15 And so again, I'm just  
16 encouraging the parties to explore all ways  
17 that other resolutions might be reached,  
18 short of having to do exhaustive discovery on  
19 all this. I don't know if it's possible or  
20 not, but I always encourage parties to see if  
21 they can in fact work things out.

22 So, having said that in a  
23 summary of the motion, I just want to see if  
24 there's any further discussion of the motion

1 that's been made.

2 (No verbal response)

3 CHAIRMAN BURACK: Okay.

4 Hearing none, all in favor of the motion,  
5 please signify by saying "Aye."

6 (Members responding "Aye.")

7 CHAIRMAN BURACK: Any opposed?

8 (No verbal response)

9 CHAIRMAN BURACK: Any  
10 abstentions?

11 (No verbal response)

12 CHAIRMAN BURACK: Okay. The  
13 motion carries unanimously, and that is how  
14 we will proceed on this matter.

15 Attorney Iacopino, do you have  
16 anything further for us to review at this  
17 time?

18 MR. IACOPINO: You'll all be  
19 receiving my -- to the Committee members,  
20 you'll all be receiving my infamous e-mails  
21 requesting dates. Those will come in due  
22 time.

23 CHAIRMAN BURACK: And we will  
24 issue a written order --

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MR. IACOPINO: Yes.

CHAIRMAN BURACK: -- in due course here in this matter laying out what we have discussed here today.

So I want to thank everyone who's been here today for their participation, and we will stand adjourned.

**(Whereupon the hearing was adjourned at  
5:07 p.m.)**



**C E R T I F I C A T E**

1  
2 I, Susan J. Robidas, a Licensed  
3 Shorthand Court Reporter and Notary Public  
4 of the State of New Hampshire, do hereby  
5 certify that the foregoing is a true and  
6 accurate transcript of my stenographic  
7 notes of these proceedings taken at the  
8 place and on the date hereinbefore set  
9 forth, to the best of my skill and ability  
10 under the conditions present at the time.

11 I further certify that I am neither  
12 attorney or counsel for, nor related to or  
13 employed by any of the parties to the  
14 action; and further, that I am not a  
15 relative or employee of any attorney or  
16 counsel employed in this case, nor am I  
17 financially interested in this action.

18  
19 -----  
20 Susan J. Robidas, LCR/RPR  
21 Licensed Shorthand Court Reporter  
22 Registered Professional Reporter  
23 N.H. LCR No. 44 (RSA 310-A:173)  
24