

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

March 25, 2013 - 9:08 a.m.
Public Utilities Commission
21 South Fruit Street
Suite 10
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.
(Prehearing Conference)

PRESENT:

Michael J. Iacopino, Esq. Counsel for the Committee
(Presiding) (Brennan Caron Lenehan & Iacopino)

COURT REPORTER: Steven E. Patnaude, LCR No. 52

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

APPEARANCES:**Reptg. Groton Wind, LLC:**

Susan S. Geiger, Esq. (Orr & Reno)
Mark Epstein, Esq. (Groton Wind)

Reptg. Counsel for the Public:

Peter C. L. Roth, Esq.
Senior Asst. Atty. General
N.H. Attorney General's Office

Reptg. the Town of Groton:

Miles Sinclair, Selectman

Reptg. the Town of Rumney:

Edward Haskell, Selectman

**Reptg. the Buttolph/Lewis/Spring
Intervenor Group:**

Cheryl Lewis
Carl Spring

Reptg. the Army Corps of Engineers:

Richard Roach

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

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

Mark Watson & Nancy Watson, *pro se*
(Residents - Groton)

ALSO PRESENT:

Raymond Landry
Lisa Linowes

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I N D E X

PAGE NO.

AGENDA ITEM 1 - Groton Hollow Road Repairs	9
AGENDA ITEM II - Status of Communication Issues between Applicant and the Town of Rumney	13
AGENDA ITEM III - Super Load Delivery Reimbursement to Rumney	15
AGENDA ITEM IV - Payment of Expense for Administrative Assistant for Rumney	16
AGENDA ITEM V - Rampino Property	20
AGENDA ITEM VI - Training expenses	31
AGENDA ITEM VII - Turbine Access Road Maintenance and Safety Agreement	48
AGENDA ITEM VIII - Operations and Maintenance Building/Motion to Re-Open	82
SUMMARY OF THE AGENDA ITEM MATTERS	129

P R O C E E D I N G

1
2 MR. IACOPINO: Good morning, ladies and
3 gentlemen. My name is Michael Iacopino. I've been
4 designated as the -- I am counsel to the Site Evaluation
5 Committee and have been designated to preside over the
6 prehearing conference, which is scheduled for today. This
7 is Docket Number 2010-01, the Groton -- Application of
8 Groton Wind Energy, LLC. We're here in response to a
9 public meeting of the Site Evaluation Committee that was
10 held on February 19th, 2013. And, as a result of that
11 meeting, the parties were directed to schedule a
12 prehearing conference. And, then, I was directed to
13 report back with respect to what further proceedings will
14 be necessary to be held by the Site Evaluation Committee.

15 The documents which commenced this whole
16 proceeding are two letters from the Town of Groton. I
17 believe they were dated the 31st of December 2012, as well
18 as a Motion to Re-Open the record filed by James Buttolph,
19 on behalf of the Buttolph Intervenor Group, on January 14,
20 2013, and the responses from the various parties,
21 including Counsel for the Public, to those -- to those
22 filings.

23 Today, we're here for a prehearing
24 conference. We are not going to decide any issues here

1 today. That's not my role. And, a prehearing conference
2 is governed by RSA 541-A, Section 31. And, the purpose of
3 a prehearing conference is to explore opportunities for
4 settlement; to pursue simplification of issues; to see if
5 there are stipulations or admissions with respect to
6 individual facts, proof or evidence that the parties can
7 all consent to; to determine if we should put limitation
8 on the number of witnesses; to determine if there will be
9 any changes to the standard procedures that are used
10 during adjudicatory hearings before the Site Evaluation
11 Committee; to determine if witnesses can be consolidated;
12 and also any other matters which aid in the disposition of
13 the proceeding. And, in this particular case, if we
14 cannot reach a settlement on all of the issues, the issues
15 which I've identified which will aid in the disposition of
16 the proceeding, is to discuss what discovery methods may
17 be necessary prior to an adjudicatory hearing, and also to
18 get everybody's input on scheduling. Understanding that,
19 once we have all of your input on scheduling, there's 15
20 members of the Site Evaluation Committee whose input on
21 scheduling has to be considered as well.

22 As I said, this is an informal
23 proceeding, however, it is being recorded verbatim. It is
24 also my understanding that certain parties intend to

1 record this proceeding on their own. They are permitted
2 to do so under RSA 531 -- 541-A, Section 31, Section VII,
3 I believe it is. However, the parties have to understand
4 that the official record of the proceeding is the verbatim
5 regard made by the court reporter who is here today.

6 Let me start off by asking everybody in
7 the room who intends to speak to please identify
8 themselves. And, we'll go from -- we'll go clockwise from
9 my facing, start with the table that Ms. Geiger is at.
10 And, I know that she has a number of people with her. So,
11 if you could introduce yourself, Ms. Geiger, and then have
12 the folks who may be speaking here today also identify
13 themselves, so it's easier for the court reporter.

14 MS. GEIGER: Yes. Good morning. I'm
15 Susan Geiger, from the law firm of Orr & Reno. I
16 represent Groton Wind, LLC.

17 MR. CHERIAN: Ed Cherian, Iberdrola
18 Renewables.

19 MR. EPSTEIN: Mark Epstein, Senior
20 Counsel, Iberdrola Renewables.

21 MR. CLAYTON: Michael Clayton, Iberdrola
22 Renewables.

23 MR. EMMETT: Doren Emmett, Iberdrola
24 Renewables.

1 MS. PEABODY: Marianne Peabody, direct
2 abutter, Groton Hollow Road.

3 MR. SINCLAIR: Miles Sinclair, Town of
4 Groton Selectboard.

5 MR. WATSON: Mark Watson, Groton
6 resident.

7 MS. WATSON: Nancy Watson, a Groton
8 resident.

9 MR. SPRING: Carl Spring, intervenor.

10 MS. LEWIS: Cheryl Lewis, intervenor.

11 MR. HASKELL: Ed Haskell, Selectman,
12 Rumney.

13 MR. RAMPINO: Mario Rampino, a Groton
14 Hollow Road resident.

15 MR. ROACH: I'm Richard Roach, with the
16 Army Corps of Engineers. We have a permit involved in
17 this case.

18 MR. ROTH: Peter Roth, Counsel for the
19 Public. And, Mike, there was one of the Iberdrola people,
20 I didn't get his name at the end.

21 MR. IACOPINO: Could you repeat your
22 name, sir.

23 MR. EMMETT: Doren Emmett.

24 MR. ROTH: Thank you.

1 MR. IACOPINO: Okay. Last week I sent
2 out a memorandum that contained an agenda for our
3 conference today. I have been requested, I understand
4 that folks who are with the Buttolph-Lewis group have had
5 a death in the family, and they need to get south of here,
6 I guess, for a funeral this afternoon. So, I've been
7 asked if we can move that particular issue up, in terms of
8 the schedule. And, I have that in mine as Item Number
9 VII, dealing with the "Turbine Access Road Maintenance and
10 Safety Agreement". I have no personal problem with moving
11 it up. I don't want to do it first, though. I think
12 there are other issues that are -- that we probably can
13 get through much quicker and deal with. But, if there's
14 no objection, at some point we will move that particular
15 issue up and decide, you know, how we're going to deal
16 with it. So, does anybody have an objection to that that
17 they would like to put in the record?

18 MR. ROTH: No objection, Mike. But I
19 did point out to you that I have a meeting back downtown
20 at 2:00 that I need to attend. So, hopefully, we can wrap
21 up before then.

22 MR. IACOPINO: I hope so. And, as I
23 told you in my email, I will do my best. This is a
24 prehearing conference. As I said, we're not going to be

1 taking evidence, there won't be testimony here today. At
2 the end of this proceeding, hopefully, we have a roadmap
3 as to where the balance of this proceeding is going. What
4 can be settled, what cannot be settled, what will require
5 an adjudicative proceeding before the full Site Evaluation
6 Committee.

7 Okay. I had, if you go to my agenda --
8 and, by the way, if anybody didn't bring copies, there are
9 some extra copies on the front table there. The first
10 item that I had put on the agenda was the road repairs on
11 Groton Hollow Road. And, of course, I know that it has
12 since snowed again since the last time that we've been
13 together in this docket. There was -- and, I've listed
14 three things in there. One is just "where are the
15 parties?" When I say "report", I'm interested in knowing
16 where the parties are with respect to the complaints
17 lodged in the letters from the Board of Selectmen, with
18 respect to the repairs that may or may not be necessary on
19 Groton Hollow Road. Also, I know that the original
20 certificate required an engineering report in the spring,
21 which I suspect I know what's going to happen with that,
22 given the weather. And, finally, is this something that
23 the Committee really needs to take action on?

24 So, I'm going to turn first to the Town

1 of Rumney, to the selectmen that are here, and ask if you
2 could tell us where you stand with respect to this issue
3 of the repairs on Groton Hollow Road?

4 MR. HASKELL: We met with Doren Emmett
5 on the 28th at a Selectmen's meeting, and the Town Road
6 Agent, and --

7 MR. IACOPINO: Is that February 28th?

8 MR. HASKELL: January 28th.

9 MR. IACOPINO: January 28th, okay.

10 MR. HASKELL: And, it was discussed that
11 it will be -- I believe it's the first Monday after
12 Memorial Day. They will go up, address all the problems,
13 and we'll go from there.

14 MR. IACOPINO: Mr. Doren, since you're
15 here, if, Ms. Geiger, if you don't mind, can I ask him
16 directly --

17 MS. GEIGER: Yes.

18 MR. IACOPINO: -- if he understands that
19 to be the case as well?

20 MR. EMMETT: Actually, it was I think
21 December 28th. And, what it was was an agreement that we
22 would meet sometime in the spring, there wasn't a firm
23 date. But, just to add, the report was agreed that we
24 would meet with the Road Agent and a contractor at that

1 time and walk it down and confirm the punch list,
2 whenever, spring thaw, or whenever both parties found it
3 was a good time to do the repairs.

4 MR. IACOPINO: All right. But somehow
5 the Selectmen believe that the first Monday after Memorial
6 Day has been designated as sort of a day in which that --
7 by which that was going to happen. Is that your
8 understanding, Mr. Haskell?

9 MR. HASKELL: Yes. I think the Road
10 Agent met with the site representative up there. And, I
11 think that's what they discussed, because all the mud will
12 be out of the ground and --

13 MR. IACOPINO: Is that a -- is that a
14 realistic date, as far as Iberdrola is concerned?

15 MR. EMMETT: Yes. We can work with the
16 Town. That's the first I've heard of that date, that's
17 all. I mean, we can look at the contractors on our end of
18 things. But I'm just kind of caught flatfooted at the
19 date at this moment.

20 MR. IACOPINO: You guys know better,
21 both you, Mr. Haskell, and you, Mr. Doren, know better
22 what the on-the-ground conditions are up on the road right
23 now, and there are other people here know better than me,
24 because I haven't been up there. So, I guess the question

1 is is, assuming that we -- that there is this meeting and
2 walk-through, and it occurs by the first Monday after
3 Memorial Day, do I need to have my Committee do anything
4 about this at this point in time?

5 MR. HASKELL: No.

6 MR. IACOPINO: And, I'm going to go
7 around and ask all the parties to respond to that as well.
8 So, the selectmen say "no". And, what about Iberdrola?

9 MR. EPSTEIN: No.

10 MR. IACOPINO: Okay. All right. Ms.
11 Peabody, any response with respect to that particular
12 issue?

13 MS. PEABODY: No.

14 MR. IACOPINO: Mr. Sinclair?

15 MR. SINCLAIR: The Town of Groton takes
16 no position on this. It's not our issue.

17 MR. IACOPINO: Thank you. Mr. Spring?

18 MR. SPRING: No. I'm fine with that
19 date.

20 MR. IACOPINO: Okay. Peter?

21 MR. ROTH: No, that's fine. I don't
22 care.

23 MR. IACOPINO: All right. And, I know
24 that's not the biggest issue, but it's good to get the

1 little ones off the agenda first. And, look, everybody
2 just agreed to something. I think that's a good way to
3 start.

4 Okay. The next one really is something
5 that I don't know what the Site Evaluation Committee could
6 do about -- could do about it anyway. But there was
7 contained within one of the December 31 letters from the
8 Town of Groton a complaint that there has been poor
9 communication -- I'm sorry, not from the Town of Groton,
10 the Town of Rumney, that there has been poor communication
11 between the developer and the Town. Can you report
12 anything on that, Mr. Haskell?

13 MR. HASKELL: Well, since they appointed
14 the new plant manager up there, the communication has been
15 fine.

16 MR. IACOPINO: Who's the new plant
17 manager? Is that you? No.

18 MR. EMMETT: No.

19 MR. IACOPINO: What is his or her name?

20 MR. EMMETT: His name is Ryan Haley.

21 MR. IACOPINO: H-a-l-e-y?

22 MR. EMMETT: Correct.

23 MR. IACOPINO: Can you just give
24 everybody here, Mr. Haskell, a little bit of just a

1 background on why you think it's going better now? Just
2 so that that way they know, in the future, the types of
3 things that make you happy, and can, you know, keep a good
4 relationship going.

5 MR. HASSELL: Yes. All of the paperwork
6 we've requested, anything that's happened up there, where
7 the hazardous material is stored, everything, he has
8 brought, delivered all of that to the Town Office. And,
9 he calls, he's actually taken people up and given them
10 tours.

11 MR. IACOPINO: And just, this has
12 nothing to do with the developer, but is all this, all of
13 these, all this paperwork that he is providing to the
14 Town, is that also available for the public to look at?

15 MR. HASSELL: Yes, at the Town Office.

16 MR. IACOPINO: Okay. So, I don't really
17 see an issue right now that the Site Evaluation Committee
18 needs to do anything about any present lack of
19 communication between the developer and the Town. Unless
20 the Applicant believes there's something that should be
21 done?

22 (No verbal response)

23 MR. IACOPINO: I'm not hearing anything.
24 So, I don't think there's anything that would have to be

1 done there. I do want to express my thanks, and I'm sure
2 I speak for my Committee, when I say the more
3 communication that the Town and the developer can have,
4 and the same thing with abutters as well, you know, the
5 better off everybody will be. And, hopefully, we do not
6 have to commence hearings or meetings or otherwise, you
7 know, have adversarial or adjudicative issues to discuss.
8 Remember, it's always better if you can settle something,
9 because, when you settle something, you at least limit
10 your risk. And, you know, maybe you'll get part of what
11 you want. I mean, you never know, once you get to the
12 Committee.

13 Did anybody else want to speak about
14 communications between the Town of Rumney and the
15 developer?

16 (No verbal response)

17 MR. IACOPINO: Okay. The third item I
18 have -- so, I'm going to put down that nothing needs to be
19 done on Item Number II by the Site Evaluation Committee.
20 The third item that was listed in the Rumney letters from
21 December 31st, and I keep referring to them as "one
22 letter", I do recognize there were two separate letters.
23 There was -- in that letter, there was a complaint about
24 not being reimbursed for the super load delivery costs by

1 the Town. Mr. Haskell, what's the status on that?

2 MR. HASSELL: That has been paid in
3 full.

4 MR. IACOPINO: And, I'll bet the
5 Applicant doesn't disagree?

6 (No verbal response)

7 MR. IACOPINO: All right. So, I take it
8 there is no issue there for the Site Evaluation Committee.
9 Thank you very much.

10 Okay. The fourth item that I have on
11 here is the -- in the December 31 correspondence, the
12 Rumney Selectboard indicated that they were seeking to be
13 reimbursed for their Administrative Assistant's time.
14 And, I will turn to Mr. Haskell, or whoever is speaking
15 for the Town of Rumney on this issue. And, the first
16 question I'm going to ask you is, does this, in fact, does
17 this remain an issue for the Town?

18 MR. HASSELL: Well, that's kind of -- it
19 depends on who you ask. The Administrative Assistant is a
20 salaried employee. And, although this took up a lot of
21 her time over the last two and a half years, there's no
22 time cards. So, it's virtually impossible to put down a
23 certain amount of hours. Because you'd be working on
24 abatements, then you go to Groton Wind; you're working on

1 welfare, then you go to Groton Wind. So, it's next to
2 impossible to figure it out.

3 MR. IACOPINO: Okay. So, I guess that
4 the issue is, is this something that the Committee -- I'm
5 sorry, that the Town of Rumney is still going to look for
6 some kind of resolution from the Site Evaluation Committee
7 on? Which it seems to me, what you're saying to me is
8 that you really don't have what would normally be
9 considered the "evidence" to back up your claim.

10 MR. HASKELL: Right. We don't have the
11 proper documentation. And, it would probably take two and
12 a half years to get it together.

13 MR. IACOPINO: So, is this your intent
14 to withdraw this as an issue before the Committee?

15 MR. HASKELL: At this -- yes.

16 MR. IACOPINO: I take it the Applicant
17 has no objection to that?

18 MS. GEIGER: No objection.

19 MR. IACOPINO: Anybody else wish to
20 speak on that? Ms. Lewis.

21 MS. LEWIS: Yes. I would like to speak
22 on that as a resident of the Town. As a resident of the
23 Town, I understand the difficulty in going backwards.
24 However, going forward, I think there certainly should be

1 something perhaps amended in the agreement, so that any
2 time the Administrative Assistant or any other employees
3 need to take on working on Groton Wind matters, those
4 expenses should be reimbursed to the Town.

5 MR. IACOPINO: But what you're talking
6 about is some modification of the existing agreement
7 between the Town and the Applicant?

8 MS. LEWIS: Well, specifically, in light
9 of the fact that it's -- I guess, personally, I also
10 disagree with the aspect that the Town is taking, from a
11 resident's point of view, it's already been documented at
12 more than fifty percent of her time. So, even if you take
13 fifty percent of her salary, irregardless of the detail of
14 which hour per week was spent on Groton Wind, she's
15 already stated in two separate meetings that it was
16 between fifty and seventy percent -- seventy-five percent
17 of her time during that period.

18 So, in my opinion, that's something that
19 should still be compensated by Groton Wind to the
20 residents. Because, obviously, if she's working on Groton
21 Wind matters, she either wasn't working on town aspects,
22 or she was so burnt out, because she was working seventy
23 or however many hours a week she needed to work and wanted
24 to get her job done. But, either way, there should be a

1 level of compensation directly to the Town, in my opinion.

2 MR. IACOPINO: Okay. But you recognize
3 that it's ultimately the Town's determination whether to
4 pursue that issue or not, I assume?

5 MS. LEWIS: Yes.

6 MR. IACOPINO: And, if I understand,
7 Mr. Haskell, you don't wish to pursue it at this time,
8 because you don't believe you have the sufficient
9 information to back up the claim or even to, I guess,
10 determine what the actual cost was?

11 MR. HASKELL: That's right. Not at this
12 time.

13 MR. IACOPINO: Okay. I'm going to
14 inform the Committee in my report then that this claim is
15 withdrawn. I will also inform them that other intervenors
16 have expressed a desire for the Town not to do that, and
17 also that intervenors, the intervenor group, the Spring --
18 Buttolph/Spring/Lewis Intervenor Group has suggested that
19 the Town seek an amendment to their agreement to include
20 going forward Administrative Assistant's time. But,
21 again, that's not something that the Committee will, at
22 least in the first instance, be involved in, because, if
23 the two parties want to amend their agreement, they can
24 amend it, and then provide it to the Committee as an

1 amendment, if they wish for that amendment to be part of
2 the terms and conditions of the certificate.

3 Okay. But, at this point, since it's
4 been withdrawn by the Town, there's really no reason for
5 the Site Evaluation Committee to spend any more time on
6 it.

7 Okay. The next issue that I have
8 involves, Mr. Rampino, your property. And, at the
9 February 19th hearing, we heard -- the Committee heard
10 about your property. And, I have broken it down roughly
11 into two separate issues. One being your well water,
12 which was discussed at the February 19th proceeding, and
13 then the change of the O&M building, the operations and
14 maintenance building, which now is in a different place in
15 relation to your home, which is an issue we're going to
16 discuss afterwards anyway, later down the road.

17 But, if you could, and I understand you
18 haven't filed a motion to intervene or anything to be a
19 party here, but I do know that the Chairman of the
20 Committee and the Committee is concerned about the effects
21 on your property. And, I know that you did speak at the
22 February 19th meeting. So, I'm not asking you to repeat
23 what you've said before. I just want you to report if
24 there's anything that's changed with respect to your

1 property?

2 MR. RAMPINO: Well, I don't know the
3 exact date, but I spoke to, I forget his name, the last
4 fellow at the end of that table, --

5 MR. IACOPINO: Mr. Emmett.

6 MR. RAMPINO: -- at his office up in the
7 building. And, we come to an agreement with the well, he
8 gave me a sum -- well, I received a check a couple of
9 weeks later for the sum of \$5,000 towards the well, for
10 future considerations, as to what, if the water does
11 continue to stay bad, my pressure, which is now I realize
12 I'm experiencing with the water pressure. So, right now,
13 that's how it stands with the well. And, as far as --
14 what's the second part?

15 MR. IACOPINO: Well, the second part is
16 really the O&M building, sort of it moved. And, it was
17 your home, we were told, that was --

18 MR. RAMPINO: Yes. At the end of my
19 driveway, there's a hill. At the top of the hill, there's
20 this big building now, where they keep maintenance and the
21 offices. And, prior to that, it was all wooded. The
22 whole complete area around my property was all woods and
23 everything else. That's the reason I moved there many
24 years ago, because of the location. That is all gone now.

1 And, I've been told that, come the good weather, they're
2 going to be planting trees. I made a suggestion of one
3 type of tree, but I recently found out that they're going
4 to take many, many years, this particular tree I was
5 interested in for wind blockage and from some kind of
6 privacy. Because now, this past winter, my heat and
7 everything else has gone up, because I'm exposed to the
8 elements. Before the woods, the trees would cut down on
9 the wind. Anyways, the building itself, it's a sore --
10 you know, an eyesore. And, I'm completely, totally
11 unhappy with the situation.

12 MR. IACOPINO: Okay. I mean, --

13 MR. RAMPINO: As far as the value and
14 everything else, it's -- I have no idea of what it's worth
15 now. I know it's way below what it would have been if
16 nothing was changed. So, privacy is gone, just my whole
17 way of living has changed now.

18 MR. IACOPINO: I guess my question,
19 Mr. Rampino, was, I know that, okay, so, you've entered
20 into a settlement with the developer regarding the well
21 issue?

22 MR. RAMPINO: Yes, sir.

23 MR. IACOPINO: Or, the water issue, I
24 should say. Did that -- is it your understanding that

1 that settlement involved anything with regard to the view
2 from your home of the O&M building?

3 MR. RAMPINO: As far as what? The
4 privacy covered issue?

5 MR. IACOPINO: Yes. I mean, did you
6 consider -- the way you just explained it, you had been
7 told that there is going to be some plantings done, and
8 you've learned that's going to take several years.

9 MR. RAMPINO: Well, that's all well and
10 good. But I'm not going to be around in the long run to
11 enjoy it, because I'm going to be gone. You know what I'm
12 saying?

13 MR. IACOPINO: I can understand that.

14 MR. RAMPINO: Yes, sir.

15 MR. IACOPINO: But my question is --

16 MR. RAMPINO: I mean, right now, they're
17 just, you know, it's going to end up putting a bandage on
18 a situation that it's not going to resolve, as far as I'm
19 concerned.

20 MR. IACOPINO: My question is just about
21 your understanding. Okay. So, that issue is not
22 resolved, as far as you're concerned?

23 MR. RAMPINO: No. They're going to try
24 and do something about it, but it's not going to be

1 resolved for me.

2 MR. IACOPINO: Okay.

3 MR. RAMPINO: Not in the long run.

4 MR. IACOPINO: So, you don't believe
5 that that's part of your settlement with them?

6 MR. RAMPINO: No. No.

7 MR. IACOPINO: Okay. What's the
8 Applicant's position with respect to --

9 MS. GEIGER: We disagree with that
10 characterization. We have a release that's been signed by
11 Mr. Rampino dated February 28, 2013. It's a general
12 release. And, it encompasses all claims. And, so, we
13 think it's a violation of that agreement for Mr. Rampino
14 to be proceeding in any fashion against Iberdrola with any
15 additional complaints here.

16 MR. IACOPINO: Okay. Ms. Peabody,
17 anything to say on that issue, in terms of Mr. Rampino's
18 property, not anybody else's?

19 MS. PEABODY: Yes.

20 MR. IACOPINO: Go ahead.

21 MS. PEABODY: Mr. Rampino was correct in
22 saying that, because I'm in the same situation, once -- I
23 have to admit that Mr. -- not Emmett, what is your name?

24 MR. EMMETT: Emmett.

1 MS. PEABODY: Emmett, okay. He did
2 contact me the other day and he sent me a plan of the
3 plantings that they intended to plant. But, after looking
4 at the species, and how they were going to be planted,
5 I'll be 94 years old by the time I will be able to take
6 advantage of it. And, I plan on selling my property
7 earlier than that.

8 MR. IACOPINO: Any issues from the Town
9 of Groton?

10 MR. SINCLAIR: It's not the Town's
11 issue. Thank you.

12 MR. IACOPINO: Buttolph/Spring/Lewis
13 Group?

14 MR. SPRING: Yes. I'm concerned over
15 the fact that, if I'm hearing correctly, Mario has agreed
16 to a sum to repair his well. And, it would appear that,
17 when he signed that paper, they've somehow snookered him
18 in to saying "you take this money, and, therefore, you
19 have no further claims." I'm concerned over that fact.
20 Was Mario properly represented and was he aware that he
21 was signing away all his rights for future litigation?
22 It's a very grave issue. I think, in layman's terms, they
23 pulled a fast one, legal or not.

24 MR. IACOPINO: Well, that's certainly

1 your -- you're entitled to have an opinion and express
2 your opinion, if you so choose. But I guess that that's
3 an issue for Mr. Rampino and the developer to resolve. I
4 mean, what -- I have him on here, because there is concern
5 about his property, and we wanted to know what the update
6 is on it.

7 MR. SPRING: Yes, I understand that.
8 Would that document be available?

9 MR. IACOPINO: Because you say "he was
10 snookered", doesn't mean that he was. And, I'm sure the
11 Applicant disagrees with that terminology.

12 MR. SPRING: I'm sure they would, yes.

13 MR. IACOPINO: So, why don't we just --
14 you know, I mean, there may be a disagreement over that.
15 We don't need to be using characterizations that are
16 adversarial here. All right?

17 MR. SPRING: Okay.

18 MR. IACOPINO: You didn't sign the
19 agreement, you don't know what it says. And, it's between
20 the parties, we'll let them deal with it. And, if the
21 Committee needs to deal with it, eventually, the Committee
22 will.

23 MR. SPRING: Will that document be
24 available for public inspection?

1 MR. IACOPINO: It will, if it becomes a
2 record of the Site Evaluation Committee. If it does not
3 become a record of the Site Evaluation Committee, I don't
4 know.

5 Okay. Mr. Roach, anything?

6 MR. ROACH: I think that's a dispute
7 between the property owners and the developer, and a
8 problem for the Site Evaluation Committee, which is the
9 sort of planning and zoning authority in this instance.

10 MR. IACOPINO: Peter?

11 MR. ROTH: I feel badly that there's a
12 dispute over the scope of the release between those two
13 parties, but I don't think it affects any of the rest of
14 the proceeding, over the location of the O&M building and
15 whether that was lawful to put it where they put it. And,
16 I would expect that, to the extent that it's necessary,
17 Mr. Rampino's evidence about it would still be heard here
18 in that context, whether -- regardless of how the issue
19 plays out, with respect to whatever rights to compensation
20 Mr. Rampino himself might have. And, then, I think
21 perhaps the issue really better or best belongs lumped in
22 with Number VIII.

23 MR. IACOPINO: I agree. I agree that
24 it's best lumped in Number VIII. But, if there had been a

1 settlement, I just wanted to know, because I do have a
2 Committee that was concerned about his particular property
3 after our February 19th proceeding.

4 MS. GEIGER: Excuse me, Mr. Iacopino.
5 I'm sorry to cut you off. But is that the -- are we
6 finished with other parties' position on that issue, and
7 may we respond?

8 MR. IACOPINO: You want to respond?
9 Sure.

10 MS. GEIGER: Just to your last
11 statement, about you were hoping there had been a
12 settlement. I think we take the position that there has
13 been a settlement of that issue, and we would seek to
14 enforce the settlement agreement.

15 MR. IACOPINO: I understand that. And,
16 the only question I guess I have for the Applicant is, is
17 it the Applicant's position that the settlement agreement
18 somehow limits the ability of Mr. Rampino's, if there is
19 an adjudicative hearing, testimony or opinion to be taken
20 with respect to the status of the O&M building, as set
21 forth in Section VIII of my agenda?

22 MS. GEIGER: I think, with respect --

23 MR. IACOPINO: Because I haven't seen
24 the agreement. I assume an agreement could say, you know,

1 "this is" -- "You're releasing, and you're not going to
2 take any further position." I don't know --

3 MS. GEIGER: Correct.

4 MR. IACOPINO: -- what the settlement
5 agreement says.

6 MS. GEIGER: Correct.

7 MR. IACOPINO: But your position is that
8 it is, in fact, that type of settlement agreement or is it
9 something less?

10 MS. GEIGER: No, I believe it is that
11 type. That he would be releasing Groton Wind from any
12 further claims that he might have.

13 MR. IACOPINO: Presumably, that would be
14 an issue, I think, that the Site Evaluation Committee
15 would have to take up, if, in fact, Mr. Rampino's
16 testimony is offered.

17 MR. ROTH: Well, Mike, I guess there's a
18 couple things moving around here. One is, you know, the
19 first, I think, being this idea that they can -- that the
20 settlement agreement is enforceable by the Committee. I
21 don't know where that comes from, and Mr. Rampino doesn't
22 appear to be an intervenor. And, unless that agreement
23 subjects him, where he voluntarily submitted himself to
24 the jurisdiction of this Committee, you know, so, the

1 personal jurisdiction issue is one part of it. But,
2 again, the sort of subject matter, I don't know that the
3 Committee has the authority to enforce an agreement
4 between a private property owner and the developer.

5 The second issue is whether the release
6 is somehow, you know, there's been a lot of discussion in
7 these cases over the years over so-called "gag orders",
8 and whether the release includes, you know, something
9 where prohibiting Mr. Rampino from speaking out in these
10 proceedings about the impacts on his property or provide
11 testimony about what he saw happen, when, and by whom,
12 that kind of thing.

13 So, I'd rather that -- or, I hope that
14 the Applicant isn't taking the position that Mr. Rampino
15 is gagged from having any role in this proceeding and
16 speaking out about what's happened up there.

17 MS. GEIGER: No, absolutely not.
18 Iberdrola is not taking that position here.

19 MR. IACOPINO: Okay.

20 MR. ROTH: Good.

21 MR. IACOPINO: Okay. Then, that part of
22 the issue is resolved then. As far as, Mr. Rampino, as
23 far as the existing position of the operation and
24 maintenance building and the hill and all of that that

1 goes with that, the Committee is going to -- is eventually
2 going to deal with those issues one way or another, based
3 upon the motion filed by Mr. Spring and the information
4 that's been provided to us. And that, when we get to that
5 issue, we'll see if it can be settled. If it cannot,
6 that's something that will be decided after a hearing by
7 the Committee. But thank you for letting us know what --

8 MR. RAMPINO: Yes. Thank you, sir.
9 Thank you.

10 MR. IACOPINO: The next issue is Item VI
11 on my agenda is "Training Expenses". Again, I'm going to
12 turn to the Town of Rumney, because this was referenced by
13 the Town. And, I may have made it a little more simple in
14 my outline than it actually is, because I know there are
15 different categories of expenses that were in dispute.
16 We've already dealt with the administrative assistant.
17 So, we don't need to deal with that.

18 So, if you could just report, Mr.
19 Haskell, on what training expenses -- if there's been any
20 change since February 19th, is probably the best way to
21 deal with it first?

22 MR. HASKELL: Yes. There was a training
23 -- there was expenses for fire training and EMS training
24 at the Groton Wind site. And, the Town did submit an

1 invoice in February 2012. And, in an e-mail from Mark
2 Epstein, there was a -- he sent a purchase order, and they
3 agreed, and, as a show of goodwill, because the contract
4 was read different by different people, as a show of
5 goodwill, they are going to pay their -- they expect a
6 check this week.

7 MR. IACOPINO: Okay. Well, you said
8 "February 2012", you meant "2013"?

9 MR. HASKELL: Yes, 2013.

10 MR. IACOPINO: Okay.

11 MR. HASKELL: Sorry.

12 MR. IACOPINO: And, does that resolve
13 the training expenses that were --

14 MR. HASKELL: Yes.

15 MR. IACOPINO: -- set forth in your
16 letters?

17 MR. HASKELL: Yes. And, now, it is
18 understood that they mean that they will provide the
19 training free to us, from their people to ours.

20 MR. IACOPINO: Part of what I understood
21 from your letters, and I could have read them wrong, was
22 that the Town was looking for turbine tower climbing
23 training for your EMS responders. And, just for anybody
24 reading this record, Rumney provides first responder

1 responses for the Town of Groton, where the turbines are
2 located.

3 MR. HASKELL: We don't -- I spoke with
4 Chief Ward and the Commissioners last week, and they do
5 not want any kind of climbing training. The only training
6 they need is training on the ground.

7 MR. IACOPINO: So, are there any other
8 training expense issues that are still open, as far as the
9 Town is concerned?

10 MR. HASKELL: No.

11 MR. IACOPINO: Is that the Applicant's
12 position as well?

13 MS. GEIGER: I'm going to defer to
14 Mr. Epstein on this.

15 MR. IACOPINO: Thank you.

16 MS. GEIGER: The portion of
17 Mr. Haskell's statement that relates to the training.

18 MR. EPSTEIN: As Mr. Haskell noted, we
19 agreed to pay the expenses from the prior training for the
20 individuals. And, just to clarify the statement with
21 regard to future training, we haven't agreed that we would
22 reimburse the Town for the time spent for additional
23 training for those individuals. We did this as an
24 accommodation. We do not believe the agreement requires

1 us to compensate the Town for the time of the individuals
2 who participate in the training. That's not something we
3 agreed to going forward. It's something that we did,
4 obviously, just to resolve the issue for the past. But we
5 do not believe that's an obligation of the Company to do.

6 MR. IACOPINO: I think that's what
7 Mr. Haskell said as well, is that correct? Was that --

8 MR. EPSTEIN: Yes. I just wanted to --
9 I wasn't sure. I apologize.

10 MR. IACOPINO: Okay. When you said that
11 "they will provide the training free", you meant that
12 they're not necessarily going to pay people's wages?

13 MR. HASKELL: Exactly. Their experts
14 will not charge our guys.

15 MR. IACOPINO: Okay. All right. So,
16 and did anybody else want to address training issues?
17 And, specifically, Mr. Sinclair, did the Town of Groton
18 want to address this at all?

19 MR. SINCLAIR: There's a potential
20 resolution to this between the Town of Groton and the Town
21 of Rumney. They had made a counterproposal since we were
22 here back on February 19th, which reduced the amount of
23 compensation they were seeking. And, we had mentioned the
24 possibility of holding a public hearing. We have since

1 done that. It was just held last Tuesday. And, we've
2 gotten a recommendation from our fire chief to forward to
3 the Rumney Board. And, if they are willing to accept
4 that, we would be willing to sign a contract going
5 forward. And, in that agreement, it would include an
6 agreement by the Town of Groton to pay Rumney personnel
7 for time spent on Groton Wind training.

8 MR. IACOPINO: That sounds like a very
9 elegant solution. Let me just ask you one question,
10 Mr. Sinclair. That, when you talk about they reduced --
11 there's been negotiation over the cost of providing
12 service, that's for the whole town, though, that's not
13 just for this particular project, correct? That contract
14 that you're talking about with Rumney?

15 MR. SINCLAIR: It goes beyond Groton
16 Wind property.

17 MR. IACOPINO: Yes.

18 MR. SINCLAIR: But it's not for the
19 whole town either. Rumney has a certain portion of the
20 town they provide primary coverage for.

21 MR. IACOPINO: But it's about providing
22 coverage through Rumney's fire department and EMS for some
23 portion of your town over and above the Groton Wind
24 project?

1 MR. SINCLAIR: Correct.

2 MR. IACOPINO: Okay. Did any of the
3 other intervenors wish to address this issue?

4 (No verbal response)

5 MR. IACOPINO: Seeing none --

6 MR. ROTH: Actually, --

7 MR. IACOPINO: I'm sorry. And, I should
8 have said "any of the other parties". Thank you, Mr.
9 Roth.

10 MR. ROTH: Thank you, Mike. There's two
11 inquiries that I would like to make about it. And, one
12 is, I thought that when we were here last time one of the
13 issues wasn't simply "climbing towers", but was the
14 capability of first responders to deal with a tower
15 rescue. And, for example, I think there was an incident,
16 and I can't remember where, where somebody fell down
17 inside the tower, and his fall was arrested by a platform,
18 a metal platform within the tower. I don't know -- I
19 don't believe this was in Groton, but some other project.
20 And, it seems to me that there's an art, and maybe some
21 science, involved in extricating a person from inside of a
22 high tube tower like this. And, I don't know whether the
23 -- this idea that there would be training for tower
24 rescues, as opposed to "climbing", and I assume that

1 means, you know, ropes and stuff, has been resolved or
2 just missed. So, that's the first issue.

3 The second issue is, I know that, you
4 know, from those hearings that we had, that the issue of
5 first response was not limited to Groton and Rumney, but
6 the Town of Plymouth was also actively engaged on this
7 issue, and in addition to the entire Mutual Aid Pact
8 community. And, I guess I'd like to know whether any
9 attention has been paid to dealing with this issue with
10 respect to the Mutual Aid community as a whole, or the
11 Town of Plymouth, in particular?

12 MR. IACOPINO: Just the little bit that
13 I know is, I did receive an e-mail from counsel for the
14 Town of Plymouth, Mr. Ratigan, I believe it was --
15 Ratigan, I'm sorry, who indicated that the Town was not --
16 did not intend to participate in these proceedings. So, I
17 assume that they don't take a position.

18 But, Mr. Haskell, do you know how -- can
19 you answer, from the Town of Rumney's point of view,
20 Mr. Roth's question?

21 MR. HASSELL: When I was talking to the
22 fire chief and the commissioners, they informed me that
23 Iberdrola has their own safety climbing team. If need be,
24 they would take care of all the tower work.

1 MR. IACOPINO: Okay. And, he also asked
2 a question, though, with respect to the Mutual Aid Pact up
3 in the region there, involving other towns, such as the
4 City -- is Plymouth a town or a city, I forget?

5 FROM THE FLOOR: A town.

6 MR. IACOPINO: But, involving Plymouth,
7 and I assume, you know, the other surrounding towns up
8 there. Can you explain, if you know, for Mr. Roth, how
9 any changes in this will affect the Mutual Aid Pact?

10 MR. HASKELL: I would -- I would assume
11 that it wouldn't matter for Mutual Aid, that Iberdrola
12 would send their people out anyway to rescue their own
13 people, whether it was Plymouth going to the call or
14 Ashland or Wentworth.

15 MR. IACOPINO: Mr. Sinclair --
16 Mr. Sinclair, any -- do you have any light you could shed
17 on how that would work to answer Mr. Roth's question --
18 Mr. Roth's question, sorry?

19 MR. SINCLAIR: Without speculation, I
20 don't believe I'm in a position to really offer a
21 definitive answer. Sorry.

22 MR. IACOPINO: Peter, do you see it as
23 something, and I'll get to the Applicant in just a minute,
24 do you see this as something that needs to be resolved

1 through the Site Evaluation Committee?

2 MR. ROTH: Unfortunately, with -- I'm
3 feeling kind of uncomfortable about this issue. And, --

4 MR. IACOPINO: I'm going to let the
5 Applicant explain what they understand it to be in a
6 moment, but --

7 MR. ROTH: Yes. I'll just explain my
8 discomfort, --

9 MR. IACOPINO: Yeah.

10 MR. ROTH: -- and maybe they can address
11 it. But it seems to me that there's an issue of public
12 safety here. And, it's not simply Iberdrola employees
13 that might be at risk. And, I think it would be important
14 for the Committee to get some sort of evidence, whether
15 that's a full adjudicative hearing on it, at least some
16 sort of evidence about the kind of response that we might
17 see, in the event of somebody having a fall or requiring
18 an extrication from inside the tower, be it an employee or
19 a trespasser. Seems to me that, if we're going to rely on
20 Iberdrola, we should know what we're relying on.

21 MR. IACOPINO: Can the Applicant
22 respond, in particular to Mr. Roth's agreement? The other
23 thing, before you do, at the February 19th proceeding,
24 there was a record request for the safety plan, and I

1 don't think it's been filed yet. So, Ms. Geiger, if you
2 can make sure that that gets attended to.

3 MS. GEIGER: I think we have a copy for
4 you today. So, if you would rather us submit it with a
5 cover letter to everyone, we can do that?

6 MR. IACOPINO: I would like you to
7 submit it to everybody who is a party -- to the service
8 list as well.

9 MS. GEIGER: Okay.

10 MR. IACOPINO: But, I mean, obviously,
11 I'm not going to take that from you, if you need it to
12 respond to the questions that are before us today.

13 MS. GEIGER: Okay.

14 MR. IACOPINO: Mr. Epstein, I'm sorry.

15 MR. EPSTEIN: Yes, I'm sorry. I guess
16 there are a couple of points to make. First of all, we
17 would note, based on the training that we have conducted,
18 that several of the towns in the area had participated in
19 the training, not just Rumney, not just Groton, but I
20 believe Hebron, Plymouth, we don't have the full sign-in
21 sheet here, but there was participation, and an invitation
22 extended to all of the towns I believe within the Compact.
23 So, certainly, it wasn't just limited to the Towns of
24 Rumney and Groton. And, we can provide additional, and I

1 only have the first page of the sign-in sheet, but we did
2 make that training available more broadly to all of those
3 communities.

4 With regard to the question of the
5 training for access or for issues within the towers raised
6 by, and I apologize, I'm horrible with names, --

7 MR. IACOPINO: Peter Roth, Counsel for
8 the Public.

9 MR. EPSTEIN: That part I got. But I
10 wanted to give him the courtesy of remembering his name,
11 and I just blanked on it. To the issues raised by Mr.
12 Roth, we -- our employees who are on the site go through
13 some extensive training. We've actually prepared a
14 document identifying the training that we're happy to
15 present, if it would be helpful. But there is extensive
16 training for all of the people who are onsite at the time.
17 Obviously, trespassers may be onsite, but, apart from
18 that, it would only be Iberdrola employees. Access to the
19 towers is clearly limited. So, it's not as if trespassers
20 would easily be able to gain access to the towers. So, we
21 don't believe that that's a concern. But, even to the
22 extent that there would be an issue, again, our -- it's a
23 very specialized and detailed type of training, but we
24 have a very rigorous requirement at all of our facilities

1 all throughout the country, that we're happy to detail
2 with regard to tower access and tower rescue, and concerns
3 like that.

4 MR. IACOPINO: Is all of that detailed
5 in that safety plan and the other document that you
6 brought today?

7 MR. EPSTEIN: There are two different
8 documents. Yes, we have just prepared an additional
9 summary of the training in this separate document that
10 we're also happy to introduce or make available to the
11 service list. We just prepared it in response as this
12 issue had arisen. And, then, the safety plan, obviously,
13 is slightly different, but it doesn't have the information
14 in this detail.

15 MR. IACOPINO: Maybe, when we take a
16 short break, I'll get copies of that made for everybody
17 who is here. But, also, I do think that it should be
18 submitted formally, in response to the record request, and
19 to the service list as well, for those interested parties
20 who are not present today.

21 And, then, if you could look at it, when
22 I get your copy of it, Mr. Roth, and then determine if you
23 believe there's further action that should be taken by the
24 Site Evaluation Committee with respect to that particular

1 issue. So, we'll just defer that for the time being,
2 until I can circulate those two documents.

3 Okay. So, we're sort of -- I'm sorry,
4 Ms. Lewis.

5 MS. LEWIS: I just wonder if I could
6 just add something to that, as far as Attorney Roth's
7 concerns. Another concern we have as intervenors is the
8 fact that that training that took place, that Attorney
9 Epstein spoke about, took place in May, which was prior to
10 those turbines being delivered. So, there's not been any
11 type of extensive training done for anybody, whether it's
12 the mutual aid responders as well, or just the Town of
13 Rumney. But none of that has been done since those
14 turbines went up. Which, in my opinion, or the opinion of
15 the intervenors, there's a real safety and health concern.

16 MR. EPSTEIN: If I may, the training was
17 conducted in October, October 16th, 2012, after the
18 turbines had been erected.

19 MS. LEWIS: Well, maybe Mr. Haskell
20 could further speak on that. But I know, when we heard of
21 the actual training that took place, it took place up in
22 -- in May, and, in October, it was just a brief tour, but
23 it was not actual training that took place. That was our
24 understanding. And, again, maybe Mr. Haskell can further

1 comment on that. But that's what I heard firsthand from
2 the fire department.

3 MR. IACOPINO: Mr. Haskell, anything to
4 add?

5 MR. HASKELL: All I heard from the
6 commissioners and the chief last week was that they had
7 had their training for this year, but they were looking
8 for more. And, I don't know if it was in May or October.
9 They didn't tell me.

10 MR. IACOPINO: What -- do you know what,
11 I don't think that the certificate is specific as to what
12 constitutes the year for -- I know it's supposed to be
13 eight hours of training per year.

14 MR. HASKELL: Right.

15 MR. IACOPINO: And, I don't think that
16 the certificate says "the year starts in October" or
17 "starts in January" or says "calendar year" or whatever.
18 Do you have any concept of how the parties, at least you
19 and the developer, the Town and the developer have been
20 treating that?

21 MR. HASKELL: No. I know that the
22 commissioners were waiting to see what happens with the
23 Groton Wind contract before -- I mean, the Town of Groton
24 contract before they tried to schedule another training.

1 MR. IACOPINO: Does the Applicant have a
2 position on that? Or, I guess the real question raised by
3 Ms. Lewis is "Okay, there was a training in May." She's
4 not satisfied with the training in October, I understand
5 that. But I guess the bigger question is when's the next
6 training, because, clearly, the turbines are up and
7 they're operating?

8 MR. EPSTEIN: On February 8th, a memo
9 was sent to Ms. Dow -- or, I'm sorry, I have a memo from
10 Ms. Dow. We invited the towns to additional training, I
11 don't believe we've gotten a response yet. So, --

12 MR. IACOPINO: I'm sorry, when did that
13 letter go out?

14 MR. EPSTEIN: February 8th of this year.

15 MR. IACOPINO: And, when -- and, by
16 inviting the towns, did you have like a rough idea of when
17 it would be scheduled?

18 MR. EPSTEIN: I believe we had --
19 Mr. Haley had appeared, Mr. Haley, who was referenced
20 earlier, the Site Manager, went to visit the towns. He
21 indicated, and this is from Ms. Dow, who is the
22 Administrative Assistant to the Town, confirming that
23 visit. Mr. Haley invited the training to take place
24 before the end of February; we hadn't received a response

1 from that. So, obviously, we were trying to get it
2 scheduled, but we didn't get a response to that request.

3 MR. IACOPINO: I assume you plan to go
4 forward with that training, once --

5 MR. EPSTEIN: We're certainly happy to,
6 if the towns are interested in going forward, the
7 invitation remains open.

8 MR. IACOPINO: And, can you, I don't
9 know if Mr. Haskell is aware of that letter, but, before
10 we leave here today, can you make sure that he has a copy
11 of it, as well as the rest of the parties?

12 MR. EPSTEIN: Sure. Absolutely.

13 MR. IACOPINO: Thank you. Actually,
14 I'll have to make sure they have it, because I'll have to
15 go use the copy machine.

16 MR. EPSTEIN: I apologize.

17 MR. IACOPINO: Make sure you give it to
18 me to give to him, but -- So, what it sounds to me like,
19 and I'm just going to go through the relevant issues here:
20 Number one is, as far as the expenses for trainings that
21 have already occurred, that's been resolved between the
22 Town and Iberdrola, and there's nothing left for the Site
23 Evaluation Committee to do about that. With respect to
24 the issue of is this, the way the certificate has this set

1 up right now with the agreement between the towns, is that
2 safe? There is -- there is a safety plan that was
3 requested. We're going to, at a break, make a copy of
4 that and provide it to everybody. And, we'll go back to
5 any discussion of that. I understand nobody here -- well,
6 some people may be experts in these things here, I'm
7 certainly not, and I can't actually bind the Site
8 Evaluation Committee to anything. But at least I think it
9 will give the parties a better understanding of two
10 things. Number one, what the plan is, because that's
11 important. But, number two, if there is an issue that
12 goes to the Site Evaluation Committee, this is sort of the
13 guts of it, and what things are going to probably revolve
14 around. And, number three, which should have been number
15 two, sorry, is that the Town no longer wants its
16 firefighters -- Town of Rumney no longer wants its first
17 responders trained to climb the towers. I thought that,
18 once somebody spoke with the chief, they would probably
19 determine that they didn't want that to occur.

20 And, so, we'll just, when we take the
21 break in about 15 minutes, sorry, we'll make copies of
22 those remaining documents and we'll ship them around. But
23 I'm seeing very little, if anything, at least in terms of
24 the issues as they have been framed in the originating

1 documents here, that really remains at issue. Other than
2 this issue, which was raised by a couple of the
3 Commissioners during the February 19th proceeding, that
4 they want to make sure that, whatever the plan is, that
5 it's safe. And, we will, of course, build a record for
6 them to determine that one way or another.

7 So, I'm going to move on then to the
8 "Access Road Maintenance", and this sort of overlaps with
9 what we just discussed, which is the safety plan. All
10 right. I don't know, this issue was raised by the Town,
11 so, I'm going to speak with Mr. Haskell first. I'm aware
12 of what the certificate says. And, I'm aware that the
13 Applicant has told you that they're not going to plow, so
14 that emergency response vehicles can, I forget the exact
15 language, but go in both directions at all times of the
16 year. Has there been any further discussion between the
17 Town and the Applicant regarding that particular issue?

18 MR. HASKELL: No. No.

19 MR. IACOPINO: And, the Town still takes
20 the position that the term of the certificate requires
21 them to plow and sand, so that emergency response vehicles
22 can get up there, in both directions, under the
23 certificate. And, that's still the Town's position that
24 that should be what they're required to do?

1 MR. HASKELL: Yes. Even though that's
2 not an agreement with the Town of Rumney's contract,
3 that's an agreement between the Town of Groton and
4 Iberdrola. So, they would -- so, that actually has
5 nothing to do with us, except that, if our guy is going
6 up, and they can't get there, and somebody is, say, if
7 somebody -- if somebody dies, you know, you can't put a, I
8 don't know, a cost or an agreement on life.

9 MR. IACOPINO: Okay. I'm going to turn
10 to the Town of Groton next, in terms of this particular
11 issue. Has your position changed at all since
12 February 19th, when we last met with the full Committee?

13 MR. SINCLAIR: The short answer is "no,
14 it hasn't." There is some additional information I'd like
15 to offer, however.

16 MR. IACOPINO: Sure.

17 MR. SINCLAIR: As we stated in our
18 original letter to this, the Groton Selectboard's focus,
19 like mentioned in the outline here, is that public safety
20 is paramount, the number one concern. And, I think,
21 speaking on behalf of the Groton Selectboard, we recognize
22 the limits that are imposed by New Hampshire weather, and
23 the factors that you have to deal with. And, however the
24 response can be best effected, so that emergency services

1 are provided in the most expeditious and safe manner
2 possible is what we're trying to achieve. And, I think
3 that we recognize that certain times of the year, for
4 instance, mud season, impose their own difficulties. And,
5 even in the event that if, hypothetically, the Committee
6 did rule that they must plow and sand all the roads,
7 there's going to be certain periods of the year where
8 you're probably still not going to be able to get fire
9 trucks and ambulances up to the summit of that mountain.

10 And, so, the Board of Selectmen of
11 Groton sees value in, basically, a Plan B. And, feels
12 that that snowcats, groomers, whatever you want to call
13 them, can provide a valuable response and service. And,
14 just so that the people here are aware, and the Committee
15 down the road, it's not like I speak of this only with
16 secondhand knowledge. I'm a member of the Hardy Country
17 Snowmobile Club. I'm the Trailmaster. I operate
18 groomers. I groom trails in that area. So, I know,
19 basically, the issues that we're dealing with here. I
20 know that, having spoken with our fire chief, and, again,
21 he is a retired professional firefighter. He had been a
22 member of the Rumney Fire Department. I understand he now
23 is once again --

24 MR. HASKELL: Yes.

1 MR. SINCLAIR: -- a member of the Rumney
2 Fire Department. He is fine with the snowcat response.
3 He has conveyed to me directly that the Fire Chief of
4 Hebron, John Fischer, is fine with that type of a
5 response. I did have -- the Groton Board of Selectmen did
6 have some discussions, and I have made Mr. Cherian aware
7 of this, we may be willing to sit down and have a
8 discussion about whether or not we need to revise the
9 language that's in the Town's agreement. We have made no
10 commitments whatsoever that we would be looking to change
11 anything. Again, public safety is paramount. But we're
12 at least willing to sit down, and in the interest of
13 pursuing public safety, have a reasonable discussion on
14 those issues.

15 MR. IACOPINO: Mr. Spring or Ms. Lewis?

16 MS. LEWIS: Yes. I know I brought this
17 up at the previous hearing, but I guess I'll just bring it
18 up one more time. And, that's the fact that the groomers
19 were not able to -- or, the snowcat was not able to get up
20 the trails, which run part way into and right near close
21 to the entire project. So, if the snowcats were not able
22 to get up there, due to the icy conditions, how in the
23 world are snowcats going to be used as an emergency
24 responder in a different situation? I mean, when there's

1 the potential of an inability to get up there by snowcat,
2 how are you using that as your Plan B?

3 MR. IACOPINO: Ms. Peabody, did you --

4 MS. LEWIS: That's all I have to say.

5 MR. IACOPINO: Ms. Peabody, anything on
6 this issue that you wish to add?

7 MS. PEABODY: Well, it sounds to me that
8 what the Groton -- what the town of Groton has proposed
9 sounds like an only reasonable -- it sounds very
10 reasonable.

11 MR. IACOPINO: Did I already ask you,
12 Peter? After I let you, I'm going to let the Applicant go
13 last on this issue, and then we'll move to the second part
14 of it.

15 MR. ROTH: I think, you know, I'm still
16 concerned, and I think the Committee's concerns were
17 really quite forceful about this issue. And, I don't see
18 that the agreements of the towns, if there is one,
19 although apparently there aren't, would be necessarily
20 determinative of it. I've been sitting here thinking
21 about the other two projects in the state, and whether
22 those get plowed and sanded during the winter. And, if
23 not, then maybe this inquiry ought to expand, or contract,
24 I'm not sure. But it seems to me that if, for example,

1 they can plow and sand Granite Reliable, --

2 MR. ROACH: They don't.

3 MR. ROTH: -- then that would be kind of
4 interesting to know, similarly Lempster. So, I think this
5 is still very much an issue that we're going to need to
6 deal with.

7 MR. IACOPINO: Let me ask this question,
8 before I get to the Applicant.

9 MR. ROTH: Rich tells me they don't do
10 Granite Reliable.

11 MR. IACOPINO: Yes, I heard him. The
12 question that I have is, you know, it's good for us all to
13 sit around -- it's good for us all to sit around and
14 decide. And, I know that the -- one of the issues is that
15 the terms of that Groton contract are part of the terms of
16 the certificate, which is an issue in and of itself. But,
17 aside from that, purely from the safety standpoint, has
18 anybody gotten the fire chiefs together in a room, along
19 with the Applicant, to sit down and discuss what's the
20 safest way to deal with this issue? I know we always have
21 representatives from the selectboards here. But it seems
22 to me that the guy who's actually in charge of running
23 those fire trucks is going to know and presumably has some
24 knowledge of the layout up there, and the other chiefs

1 that are going to have to possibly get their equipment up
2 there, might have the best information to provide to us
3 about what is really the safest way to do this. Because
4 what I'm hearing is, aside from the issue of whether or
5 not they're in compliance with the certificate, is there's
6 a dispute over what's the safest way to do that. And,
7 ultimately, I suspect that the Site Evaluation Committee,
8 in its ongoing monitoring of this, of this particular
9 project, will want to know what's the safest way of
10 getting emergency responders into the area, in the
11 wintertime and other periods of the year, when it becomes
12 difficult because of our climate and topography.

13 So, and I don't know, Mr. Haskell, do
14 you know if there's ever been a meeting between the
15 various chiefs that would be sending equipment up there
16 and the Applicant, to discuss this particular issue,
17 what's the best way to deal with winter, mud season, or
18 other --

19 MR. HASKELL: I don't think they have
20 all gotten together. But our chief did meet with Chief
21 Tobine from Campton, and with Mr. Fischer from Hebron.
22 And, they did speak about it would take one hour for the
23 Town of Campton to get their Polaris Gator over here to
24 access the road, and 45 minutes to an hour for Hebron to

1 get their snow machines over.

2 MR. ROTH: Weather permitting.

3 MR. HASKELL: We talked about that last
4 week.

5 MR. IACOPINO: I'm sorry, Mr. Roth?

6 MR. ROTH: Weather permitting.

7 MR. IACOPINO: Ms. Geiger, do you want
8 to respond from the Applicant's point of view?

9 MR. EPSTEIN: A few points to make with
10 regard to that. First of all, with regard to the last
11 point made by Mr. Haskell. The Company has equipment
12 onsite that we've committed to make available, so that it
13 wouldn't be necessary for the towns to bring their
14 equipment over. We have a snowcat and two Pisten Bullies
15 onsite. And, I apologize for not knowing precisely the
16 details of that equipment. But we do make maintain those
17 onsite, so that it wouldn't be necessary to bring those up
18 there. We've also got an engineer's report. One of the
19 issues with regard to safety there is the safety of, given
20 the steepness of the roads, it's actually fairly dangerous
21 to plow those roads. Attempts were made early in the
22 development process. And, given the grades of those
23 roads, it was actually found to be very dangerous to
24 attempt to plow those roads. In addition, a condition of

1 the permit is that we're not allowed to use chemical
2 de-icers or salt. So, that makes it even more
3 challenging.

4 So, we agree that safety is a paramount
5 concern here, and we're not trying to understate the value
6 of safety. It's simply, again, based on our opinion, and
7 certainly we're happy to arrange a meeting amongst all the
8 fire chiefs in the area to discuss this. But it's our
9 opinion that this is the safest means of access for
10 emergency responders, as well as the people who would be
11 involved with access to those roads. And, we're certainly
12 happy to present the engineer's report to the record,
13 again, and make that available. But we agree that,
14 certainly, if a meeting of that nature would be helpful,
15 but we agree that safety is a primary concern, and we're
16 happy to address that further.

17 We'd also note, by the way, that the use
18 of snowcats or similar track vehicles is not at all
19 uncommon within the State of New Hampshire. There are a
20 variety of places that use that for wintertime access. We
21 don't believe that we're promoting anything that's unsafe.
22 We believe this actually is the safest and best way to
23 achieve the desired results.

24 MR. IACOPINO: Well, I suspect that most

1 people in this room who have skied in this state, which I
2 bet most of you have, have, at least on one occasion, seen
3 a snowcat, whether it's a snowcat or a Pisten Bully. And,
4 you may have even had the thrill of being involved in an
5 evacuation from a chairlift or gondola or something at one
6 point in time or another. But we are talking about
7 structures that are considerably larger and probably more
8 remote than most ski areas. So, I think that the safety
9 issue is, in fact, something that is ultimately going to
10 have to get resolved. And, I just -- I mean, I'm just
11 throwing out the issue about the fire chiefs, because I
12 would assume that they know who -- they know their
13 equipment and what it can do and what it can't do. I
14 understand there's a concern about safety of the folks who
15 might be plowing those roads as well. And, I guess maybe
16 that means the engineers should be in that room as well.

17 So, I just have a couple of questions.
18 Do you know how many --

19 MR. ROTH: Mike, I'd like to make a
20 point of order. I'm sorry to interrupt you. But I note,
21 from the Iberdrola table, that Attorney Geiger is not
22 taking the lead, and Attorney Epstein is taking the lead
23 in responding, making argument, and offering evidence.
24 I'm going to object to his presentation, his appearance in

1 this matter, without him showing that he's admitted to the
2 bar in New Hampshire, or that he's been admitted *pro hac*
3 in this case. I don't know that the Committee actually
4 has the authority to admit anybody *pro hac*. I'm not that
5 familiar with the rules, maybe they do.

6 But, at this point, I have to voice this
7 objection to Mr. Epstein making a continued appearance as
8 lead counsel for Iberdrola.

9 MR. IACOPINO: Okay.

10 MR. ROTH: This is a public proceeding,
11 on the record. And, I think his role has gone beyond what
12 would be typical corporate counsel kind of stuff.

13 MR. IACOPINO: Did you want to respond,
14 Ms. Geiger, to that?

15 MS. GEIGER: Actually, Mr. Epstein is an
16 employee of Iberdrola. He's not outside counsel. I am
17 technically still lead counsel in this case. This is a
18 prehearing conference. And, I believe that it is
19 appropriate for a member of the Iberdrola team, whether
20 they're an attorney or not, to be able to make -- to
21 provide this Committee with or Mr. Iacopino with responses
22 to questions that he's asking of the Company.

23 If Mr. Roth would -- if the presiding
24 officer believes it's appropriate, I can make a motion *pro*

1 *hac vice* now orally and file one in writing, if he thinks
2 that's necessary. I know that, at the Public Utilities
3 Commission, by statute, attorneys are allowed to appear
4 before that body, and do not need to be members of the New
5 Hampshire Bar. Anybody can represent. I would need to
6 consult the rules of this Committee, though, to see if a
7 similar rule exists.

8 MR. IACOPINO: And, does anybody else
9 wish to weigh in on that particular issue?

10 (No verbal response)

11 MR. IACOPINO: Okay. I don't know what
12 our rules say about that as well. But this is an informal
13 proceeding. I wouldn't be -- I mean, I wouldn't be
14 inclined to do anything, if it was Mr. Cherian who was
15 providing the information or Mr. Emmett. So, I mean, this
16 is an informal proceeding. If Mr. Epstein, I assume that
17 if Mr. Epstein intends to appear in a formal adjudicative
18 process, he'll do whatever, and counsel will make sure
19 that they do whatever our rules or the general rules in
20 the State of New Hampshire require for that particular
21 thing.

22 What I'm -- the reason why I'm asking
23 these questions, Peter, is I'm just trying to get the
24 information out, so that the parties have an idea of what

1 they may want to ask for for discovery purposes, and what
2 they might want to do as far as scheduling purposes go
3 going forward.

4 So, from my particular viewpoint, I
5 don't care if it's Ms. Geiger that answers my questions,
6 or any other member of the Applicant's team. So, I'm
7 going to note your objection. And, I'm going to continue
8 with two questions that I had. And, I'm not sure
9 Mr. Epstein can answer them anyway, because -- not because
10 he's a lawyer, but because they're a little bit more
11 technical.

12 And, the question is is, both the
13 snowcat and Pisten Bullies, do you know how many personnel
14 those units can carry? And, if you're not the right
15 person, somebody else at your table may be able to tell
16 me. Go ahead. Mr. Emmett.

17 MR. EMMETT: I think Epstein could
18 handle this, but it's five each. There's, out of the
19 three pieces of equipment, each one carries five
20 personnel. And, there is also a John Deere, I forget the
21 term that they reference, with the fire department.

22 MR. HASKELL: A gator.

23 MR. EMMETT: There is one of those
24 onsite also. And, I don't know the seating of that. But

1 the snowcats are five each.

2 MR. IACOPINO: And, that's an Iberdrola
3 vehicle?

4 MR. EMMETT: Correct. All four are.
5 Well, the snowcat and the John Deere are Iberdrola. The
6 two Pisten Bullies are rentals that Iberdrola is renting.

7 MR. IACOPINO: And, the Pisten Bully --

8 MR. ROTH: Mike, what's a "Pisten
9 Bully"?

10 MR. IACOPINO: It's a brand name for a
11 vehicle, it's like a snowcat. If you see the -- they're
12 usually smaller and narrower than snowcats, if you see
13 them at the ski areas. I used to operate one at Mount
14 Sunapee. So, I know what a Pisten Bully is. It's a track
15 vehicle, similar to a snowcat. The snowcats are generally
16 considered to be more comfortable, larger, and warmer than
17 Pisten Bullies. So, --

18 MR. ROTH: Yes. That I'm familiar with.
19 I am sometime a skier, and not this year. But I wasn't
20 familiar with a "Pisten Bully". I wasn't even sure I
21 understood the word properly.

22 MR. IACOPINO: If you've skied for a
23 long time, it's what the snowcats used to look like about
24 ten years ago, basically, instead of the big wide ones

1 they have today.

2 MR. LANDRY: They're a redone snow
3 machine.

4 MR. IACOPINO: I'm sorry?

5 MR. LANDRY: They're a redone snow
6 machine.

7 MR. IACOPINO: Well, all of these
8 vehicles are.

9 MR. LANDRY: Yes.

10 MR. IACOPINO: To one degree or another,
11 because they run on tracks.

12 Okay. Well, I guess what I want to do
13 is find out from the parties if you see whether or not my
14 particular idea of getting the engineers and the various
15 fire chiefs who will attend into a room together to
16 discuss this, will advance this particular issue, being
17 "what's safe going forward up there?", has -- it may be
18 able to advance settlement of that?

19 MR. ROTH: Personally, I don't. I don't
20 believe so. I think that this is going to require
21 probably some expert testimony.

22 MR. IACOPINO: Well, I'm trying to get
23 at least the resident experts in one room. But, okay.

24 MR. ROTH: I guess I'm not even

1 conceding that they're necessarily experts or --

2 MR. IACOPINO: I get it.

3 MR. ROTH: And, not to disparage any of
4 them, but it seems to me that the degree of sophistication
5 is not balanced as between the Applicant and the
6 communities. And, so, I think that, in order to have an
7 objective and a view of what's going on here, and what the
8 risks and such are, we should have something more -- a
9 little bit more sophisticated. Thank you.

10 MR. IACOPINO: What about the Town of
11 Rumney?

12 MR. HASKELL: I like your idea about
13 getting all the fire chiefs together. But I think that
14 should include all the EMS, too.

15 MR. IACOPINO: Okay.

16 MR. HASKELL: And, let them meet and put
17 in their two cents. And, also, if Iberdrola has all this
18 equipment up there, they would have to figure out a way so
19 that nobody has to wait. If EMS shows up at the gate,
20 they can get in, get in the equipment, and perform their
21 duties.

22 MR. ROTH: Mike, can I just make a
23 suggestion, something that occurs to me, and it might help
24 in this process?

1 MR. IACOPINO: Yes, sir.

2 MR. ROTH: Is that, if we're having a
3 meeting, and I think Mr. Haskell's notion of expanding to
4 EMTs is what triggered this, but, if we had a meeting of
5 the fire departments and their EMT staff, along with the
6 Fire Marshal's Office, the State Fire Marshal's Office,
7 that might be more useful.

8 MR. IACOPINO: Okay. Any objection,
9 while you're on the dais, Mr. Haskell, to the State Fire
10 Marshal being involved?

11 MR. HASKELL: Not at all.

12 MR. IACOPINO: Okay. Let me just go to
13 Groton, and then I'll go to the other intervenors. Does
14 Groton have any problem with having your chief -- one
15 question, Mr. Haskell. Do you have a separate EMS
16 director from your fire chief?

17 MR. HASKELL: Yes.

18 MR. IACOPINO: Okay. Does Groton have
19 any problem with having such a meeting? And, do you think
20 it will help advance a settlement?

21 MR. SINCLAIR: I think it's important to
22 point out that at this point I can only speak as an
23 individual member of the Board of Selectmen. I certainly
24 am in favor of that, and I anticipate the other two Board

1 members would be as well. And, again, speaking
2 individually, I think this is a reasonable first step,
3 because I think, should this issue go unresolved, I think
4 those same people are expressing their opinions before the
5 SEC.

6 MR. IACOPINO: Ms. Lewis.

7 MS. LEWIS: The only thing I'd like to
8 add as far as that is, as a resident, I would request that
9 the three fire commissioners in the Town of Rumney also be
10 a part of that. They actually oversee the fire chief.
11 So, I think it's quite important for them to be there.
12 They are elected, whereas the fire chief is just a
13 part-time basis. So, they oversee the department.

14 MR. IACOPINO: Okay. I guess, I mean, I
15 don't -- I'll go around and see if there's any objection.
16 But I think that the point that I'm trying to make is the
17 people who actually know the safety issues, may not be
18 people who are elected, but the people who actually do the
19 job. But I can't imagine there will be objection to the
20 fire commissioners.

21 MS. LEWIS: They are very involved and
22 are actually firemen as well, but they oversee.

23 MR. IACOPINO: Well, they will be in an
24 interesting position there then, with their chief there

1 and them there, huh?

2 MS. LEWIS: Can be.

3 MR. IACOPINO: I'm sorry. Ms. Linowes,
4 yes.

5 MS. LINOWES: Thank you, Mr. Chairman.
6 I just wanted to point out, in light of the comments that
7 Mr. Epstein said, and similar comments were made on
8 February 19, that, in 8.2.1 of the Groton -- Groton
9 Wind/Town of Groton agreement, it does state "The owner
10 shall construct and maintain roads at the Wind Farm that
11 allow for year-round access". I am hearing today, we also
12 heard on the 19th, that the roads may, in fact, be too
13 steep for even emergency vehicles, if plowed and
14 maintained. We know that there were changes to the road
15 layout after the project was approved, after it was
16 certificated. We don't know what those changes were or
17 how steep that those roads now may be, versus what was
18 originally cited in the original plan.

19 So, to Mr. Roth's comments, I think that
20 this should be examined more closely, to see if there is a
21 problem with the roads that are constructed as well, such
22 that they cannot, we're hearing today, cannot be -- were
23 not constructed to be accessible year-round.

24 MR. IACOPINO: Well, I think, let me

1 just start with the last thing you raised, because I think
2 we're going to deal with that in the next section, when we
3 deal about the Motion to Re-Open filed by Mr. Buttolph.
4 So, that's my end. Thank you for reading that portion of
5 the certificate, which I only could paraphrase before off
6 the top of my head.

7 MS. GEIGER: Excuse me, Mr. Iacopino? I
8 apologize for interrupting, but I'd like to make a point
9 of order myself. I don't believe Ms. Roth -- Ms. Linowes
10 has intervened in this proceeding, I don't believe she is
11 a party to this proceeding. So, I would respectfully move
12 to strike all of the comments that she made on the record
13 this morning from the record in this proceeding.

14 MR. IACOPINO: Ms. Lewis.

15 MS. LEWIS: I would just like to add
16 that, as intervenors, she is speaking on our behalf. And,
17 no different than an employee from Groton Wind. I think
18 we should be allowed to have somebody speak on our behalf
19 that has information that's relevant.

20 MS. GEIGER: And, that's fine. If Ms.
21 Linowes wishes to file an appearance, I think that's what
22 she needs to do to represent a party.

23 MR. IACOPINO: And, if Ms. Linowes
24 represents somebody at the adjudicative proceeding that

1 will likely eventually be held in this matter, she will
2 have to file the appropriate paperwork and do that. We
3 are here in an informal proceeding today. I know that
4 Ms. Linowes is not an intervenor in this particular case.
5 It's represented that she's here assisting the
6 Buttolph/Lewis Group.

7 MS. GEIGER: And, I did not know that
8 until just now.

9 MR. IACOPINO: And, as did I. But,
10 nonetheless, all she has told us is that there's still
11 another issue involved, which I agree, there is another
12 issue involved. And, that's all contained within the
13 Motion to Re-Open. So, the motion to strike what she said
14 from the record is going to be denied. We're going to
15 keep moving forward in an informal fashion, like we have
16 been.

17 And, just so everybody knows, going
18 forward, if anybody in this room wishes to speak, I'm
19 going to listen to it. Doesn't mean it's going to have
20 any effect on the eventual outcome of this proceeding.
21 Because, ultimately, these are issues that are going to be
22 resolved, well, the ones that need to be resolved, they're
23 going to be resolved by the Site Evaluation Committee.
24 And, I see it more important for everybody in this room to

1 know exactly what it is that they're going to be
2 litigating over, if and when that adjudicative proceeding
3 occurs.

4 MR. ROTH: Mike, in keeping with the
5 informality, but getting back to the point. The meeting
6 amongst all the, you know, the "brass", so to speak, I
7 think needs to be held publicly. And, it needs to be held
8 in a way that does not create sort of "backroom deals",
9 that people are going to be suspicious of and complain
10 about.

11 MR. IACOPINO: That's where I was going
12 to go next, in terms of, if we can arrange such a meeting,
13 I'm more than happy to volunteer to do it as a further
14 prehearing conference, under the auspices of this docket.
15 The difficulty that I do have there is I really would like
16 all the involved parties, the people with the boots on the
17 ground there, as well as your plant managers and
18 engineers, so that it is productive. So, we could do it
19 as a tech session or as a further prehearing conference.
20 I think the label is less important than if we can arrange
21 it. So -- I haven't talked to the Applicant yet, but
22 we're there now. Does the Applicant have any problem with
23 such a meeting occurring? And, so far we're talking about
24 fire chief and EMS director of Rumney, fire chief and --

1 is there an EMS director in Groton?

2 MR. SINCLAIR: No, sir.

3 MR. IACOPINO: Okay. Fire chief in
4 Groton, the surrounding towns' fire chiefs and EMS
5 directors, the State Fire Marshal, and the fire
6 commissioners from the Town of Rumney, as well as
7 engineers and plant -- whatever personnel from Iberdrola
8 are necessary. I'm sorry, Ms. Peabody, I didn't ask you
9 to respond, I'm sorry.

10 MS. PEABODY: No. I was wondering if
11 the Forestry Service should be involved in that, in that
12 meeting. Forestry Department.

13 (Multiple parties speaking at the same
14 time.)

15 MR. IACOPINO: Go ahead, Peter.

16 MR. ROTH: Well, I would add, and I
17 think that's an excellent suggestion, and I would think
18 perhaps even Fish & Game, since they are in charge of
19 search and rescue.

20 MR. IACOPINO: Okay. Any problem with
21 that from the Applicant?

22 MS. GEIGER: No. That sounds like a
23 reasonable way to proceed.

24 MR. IACOPINO: Okay. Let me ask this

1 question about that proceeding. Do we -- can the
2 Applicant identify plans that would, I mean, I think that
3 it would be helpful at that type of meeting to have sort
4 of the plans that show the grades and the things that
5 would be important for people to visualize while
6 discussing, you know, what can be done and what can't be
7 done at the site in particular. And, I guess that what I
8 would like to know is if there are, in fact, grading plans
9 and things like that that can be -- that the Applicant
10 thinks may be helpful at such a meeting?

11 MR. EPSTEIN: The grades were as
12 permitted. The grading didn't change over the course.
13 So, I know we have some grading information. I'm sure we
14 could find some way to make that available, have some --
15 obviously, we would envision presentation slides, what
16 have you. So, I don't see any objection to that.

17 MR. IACOPINO: I think a lot of it might
18 have already been submitted in the docket in this case,
19 Mr. Epstein. But the problem is, for somebody like me, or
20 people who aren't engineers, to actually identify which of
21 these documents best demonstrate the issue. For instance,
22 if you can't -- if we can't get a snowcat somewhere or we
23 can't get a firetruck somewhere, why is that -- what map
24 do we look at to show what the issue is?

1 MR. ROTH: Mike, if I may jump in on
2 this. It seems to me that the -- I hope that the
3 Applicant isn't taking the position that anything past
4 the, you know, the O&M building is inaccessible and
5 therefore isn't plowed and maintained during winter. If
6 they are, then I guess I'd like to know the explanation
7 for that. But, I think, in keeping with what you're
8 saying, is that, you know, are there particular areas up
9 there that are more difficult than others to keep clear?
10 And, are there areas that they could keep clear? You
11 know, sometimes half a loaf is better than none. So, --

12 MR. IACOPINO: I assume the Applicant is
13 going to respond "well, it doesn't make sense to plow
14 around the final tower, if you can't get there at all."
15 But I understand what you're saying is that, you know, --

16 MR. ROTH: Well, that's illogical, yes.

17 MR. IACOPINO: There could be a middle
18 ground, too, on this whole issue, where, you know, maybe
19 there are portions, you know, up to a certain point that,
20 you know, the Applicant does agree to plow and sand. I
21 don't know. That's why I asked about something some
22 visual representation at this meeting with the folks who
23 know what they're doing, so that everybody is working off
24 of the same understanding of the topography that you're

1 dealing with up there.

2 And, so, yes, just so everybody knows,
3 as far as the potential for settling this issue, I see it
4 could be either one of the extremes that have been
5 presented so far, or something in the middle, where
6 portions are plowed and portions are not. There is
7 nothing that's off the table, as far as I'm concerned, at
8 this point in time. Mr. Rampino, yes.

9 MR. RAMPINO: Yes, sir. It seems like
10 we're bringing everybody in. How about bring somebody in
11 that specializes in mountain rescues, besides the Fish &
12 Game? Somebody from maybe perhaps the Appalachian
13 Mountain Club, somebody that are experts in rescue, you
14 know, for their input in at this particular meeting. I
15 know we'll have a full room, but --

16 MR. IACOPINO: Mr. Roth.

17 MR. ROTH: Perhaps with a little lack of
18 objectivity about Fish & Game's skills, I think, since
19 they are my client, I think that they are -- their
20 qualifications for -- and expertise in it is unquestioned
21 in New Hampshire.

22 MR. IACOPINO: Well, I'm pretty sure at
23 this point it's going to be a meeting that's open to the
24 public. So that, if we did get some information from the

1 AMC or some similar organization that they had something
2 relevant to submit, we would submit that to everybody and,
3 you know, we would make a determination as to whether or
4 not they should play a role in the meeting or not. My
5 guess is, we probably won't -- they probably won't express
6 any interest in doing that. Yes, Mr. Haskell.

7 MR. HASSELL: What about having the
8 meeting onsite, so that all these people could actually --

9 MR. IACOPINO: That would be great, but
10 we can't get there.

11 MR. ROTH: Or, in the evening in one of
12 the communities, I think makes sense.

13 MR. IACOPINO: Yes. And, I'm more than
14 happy to do it -- I'm more than happy to do it onsite,
15 assuming there's -- our nemesis, the weather, is
16 available. How big is this new O&M building? Is there
17 room in there where it could held?

18 MS. PEABODY: Pretty big.

19 MR. EPSTEIN: It sounds like we're going
20 to have about 40 or 50,000 people there. So, I'm not sure
21 it's that big. But --

22 MR. IACOPINO: I'll work out the
23 details. But I will certainly strive to have it as close
24 to the facility as possible, under the weather and

1 whatever other circumstances exist. Yes, Ms. Lewis.

2 MS. LEWIS: I would just request that it
3 be done in a prehearing conference again, rather than a
4 technical session. And, the only reason for that, not to
5 be cynical, but, with the technical session, we learned
6 the hard way that there's no legal transcript or any
7 document after the fact of what's been said during that
8 meeting. So, I think, because of the importance of this
9 whole issue, it's really paramount that there's a
10 transcription and documents later on it.

11 MR. ROTH: And, Mike, I would, maybe
12 "object" is too strong a word, but I would strongly urge
13 you not to have it at the O&M building.

14 MR. IACOPINO: Well, it sounds like it
15 can't accommodate us anyway. I'm hearing two different
16 things. I don't think the label of it makes much of a
17 difference. I think what you're asking me, Ms. Lewis, is
18 are we going to have a record made? And, I will look into
19 that as well. I would have to find a court reporter to do
20 that. But, whatever we call it, you're asking for a
21 record. And, I'm not going to make any comments on your
22 further description of what happens at tech sessions,
23 because I think it's unfair.

24 But, anyway. So, all right. What I'm

1 going to recommend is if we take a break right now, unless
2 does the Applicant have anything else to add about this?

3 MR. EPSTEIN: No, we --

4 MR. IACOPINO: Okay. There are things
5 -- I'm sorry, did someone say "yes"?

6 MR. EPSTEIN: We agree that year-round
7 safety and access is paramount. So, we think that's a
8 good approach.

9 MR. IACOPINO: I believe there are I
10 think three documents I'm going to copy while we take a
11 short break. I think one is the safety plan that was
12 requested at the last proceeding. The other is the --
13 there was a second part to that. The letter and -- letter
14 of invitation, safety plan, and then -- oh, do you have
15 that engineering report, too?

16 MR. EPSTEIN: Yes. The engineering
17 letter on the access?

18 MR. IACOPINO: Yes.

19 MR. EPSTEIN: Yes, I do.

20 MR. IACOPINO: How voluminous?

21 MR. EPSTEIN: Two pages.

22 MR. IACOPINO: Okay. Why don't I make
23 copies of those three documents. We'll take a break for
24 -- well, I hope to have those copies made within the next

1 ten minutes. But -- so, let's say we come back at five of
2 on that clock back there. So, a fifteen minute break.

3 (Whereupon a recess was taken at 10:39
4 a.m. and the prehearing conference
5 reconvened at 11:00 a.m.)

6 MR. IACOPINO: Okay. It's 11:00, and
7 we're back on the record in the prehearing conference in
8 Groton Wind, LLC. And, I did make copies of five separate
9 documents, which are on the front table, available for any
10 of the interested parties. They include a document, whose
11 first page is entitled "Road access via snowcat"; a
12 document that appears to be a e-mail from a Ryan Haley,
13 dated February 8, 2013; a memo from the police chief --
14 I'm sorry, "To: Police Chief Bill Main, Deputy Fire Chief
15 Frank Simpson", and a number of other individuals, "From:
16 Anne Dow, the Administrative Assistant". That memo is
17 dated February 8, 2013. And, I'm sorry, Ms. Dow is the
18 Administrative Assistant for the Town of Rumney. Next
19 document is the "Groton Wind Environmental, Health and
20 Safety Plan", which I believe is in response to the record
21 request made by the Committee. And, then, there is a
22 document, the first page of which is entitled "Iberdrola
23 Renewables Training/Qualifications for Technicians at
24 Groton Wind Plant". And, I've just read off the titles on

1 the first page of each of these documents. I know that
2 some of them have additional documents attached. It's my
3 understanding that the Applicant will formally file these
4 in the near future, so that the entire service list has
5 them.

6 MR. ROTH: Mike, I guess I'm having a
7 little trouble with it.

8 MR. IACOPINO: I didn't go right in
9 order.

10 MR. ROTH: The Health and Safety Plan, I
11 can see filing that. The two documents, the "Road access
12 via SnowCat" and "Qualifications for Technicians" appear
13 to be advocacy-type documents created by the Applicant for
14 submission in this to persuade people of their, you know,
15 goodness of their program here. And, I don't know that
16 that's the kind of thing that, you know, sort of this
17 informal, ad hoc briefing ought to be going on right now,
18 without something more structured.

19 MR. IACOPINO: Well, my view of it was
20 that it gives you all an idea of what you may want to look
21 for, in terms of discovery and any other sorts of
22 preparation that you may want to do going forward. That's
23 the way I look at the documents. I'm not deciding
24 anything. These aren't going to the Committee. This is

1 discovery -- this is in the nature of discovery. So, it's
2 not --

3 MR. ROTH: Discovery is not usually put
4 on the docket, I guess is what I'm -- is my understanding.
5 We don't usually hang all of the interrogatories and
6 answers and documents produced --

7 MR. IACOPINO: I agree.

8 MR. ROTH: -- on the docket on the
9 record.

10 MR. IACOPINO: I agree. And, these
11 aren't going into the record.

12 MR. ROTH: All right.

13 MR. IACOPINO: I'm simply -- I'm just
14 trying to get into our record from the hearing today what
15 was provided to folks, so that we know. So that, down the
16 road, if you say "when did I get this?" You'll have a
17 transcript of our day today, which will have -- I'm not
18 using them as advocacy pieces. I'm using them merely as
19 trading of information amongst the parties. And, I think
20 they will be helpful to you, and to the rest of the
21 parties as well, because you know what the Applicant's
22 position is with respect to these issues. So, --

23 MR. EPSTEIN: If I may, just to clarify.
24 I apologize. The e-mail from Mr. Clayton, because it has

1 very little to it, that's the cover, that was how Ms. Dow
2 sent the memo that was separately attached to the Company.
3 So, it's just got the date and the transmission history in
4 there. So, it doesn't appear to have much context. I
5 thought it might be useful to clarify that, in case people
6 wondered what that was.

7 MR. IACOPINO: Thank you. Because --
8 thank you, that was me. I disorganized the documents when
9 I went to the copy machine. So, I just separated them out
10 the way that I thought they were. But that's -- thank you
11 for that clarification.

12 Okay. So, on this particular issue,
13 which I have listed as VII on our agenda for today, it
14 appears to me that we've got pretty much general agreement
15 that a meeting, whether we call it a "tech session" or a
16 "prehearing conference", from the people with the boots on
17 the ground will be a good idea. And, I think that what I
18 will do is I will endeavor to get that scheduled as quick
19 as possible. What I would ask is, if the folks that are
20 here from the Town of Rumney and the Town of Groton and
21 the Applicant can get me the contact information for your
22 respective participants at that proceeding, that would be
23 very helpful. The way that I will proceed in this is to
24 start making telephone calls to call these folks, if they

1 have e-mails, I will also follow up with an e-mail and a
2 letter, advise them of what we want to do. Of course, we
3 can't make any of these people attend. But I think that
4 they would be interested. And, to the extent that it is
5 possible, we will get the safety officials who, in my
6 opinion, should have the best idea of what's safe and
7 what's not in the room.

8 I think I've got the Fire Marshal. And,
9 you might have to educate me as to who I should contact
10 for Fish & Game, though, as far as in the agency, Mr.
11 Roth. But we can do that afterwards, just so that I have
12 a list.

13 Is there anything else about the turbine
14 access road issue? I understand that the Buttolph/Lewis
15 Group has raised the issue of "Well, did they move the
16 road? When they moved the road, did they, in fact, create
17 this issue?" I understand that. And, we'll get to that,
18 because, really, the number VIII is the Motion to Re-Open,
19 which alleges a non-permitted movement of the O&M
20 building, as well as some of the towers, which also
21 include, I guess, the turbine road that gets to those
22 towers. So -- but we'll get to that last, because, to be
23 frank with you, that's the issue that I expected to be the
24 least agreement on amongst the parties, and that's why I

1 saved it for last. But I am encouraged that everybody is
2 willing to see what we can do about the safety issues with
3 a meeting of the safety professionals.

4 So, any other issues or questions about
5 number VII on my list?

6 (No verbal response)

7 MR. IACOPINO: Okay. Number VIII is the
8 "Operations and maintenance building/the Motion to
9 Re-Open". Somebody had asked me about whether or not, you
10 know, I was leaving things out in my outline? Yes, I did,
11 because I wasn't intending to rehash everybody's position
12 with respect to the issues. The Motion to Re-Open
13 contains a number of allegations from the intervenor
14 group, including that the O&M building was constructed in
15 an improper place and improperly permitted, including that
16 the roadway and I think it was two or three of the
17 turbines were constructed in an area that was not -- where
18 they were not permitted to be constructed. And, when I
19 say "permitted", I mean under the terms of the
20 certificate.

21 I know that the Applicant has responded.
22 Mr. Roth has responded. And, the matter is on the
23 Committee's radar. There has been a suggestion in
24 Ms. Peabody's original letter, where she demanded "dense"

1 -- a "dense vegetative buffer", I think was something
2 close to what she said, in the area of the O&M building.
3 I don't want to waste everybody's time. I understand from
4 other parties that that's not going to -- that they're not
5 going to consider that as a means of settling this
6 particular issue. Am I correct in that? That, if the
7 Applicant were to agree to provide a dense vegetative
8 buffer around the O&M building, that will not settle that
9 issue for the parties who have raised the issue. Am I
10 correct in that Ms. Lewis?

11 MS. LEWIS: Yes.

12 MR. IACOPINO: All right.

13 MR. ROTH: Nobody has asked me to accept
14 that.

15 MS. PEABODY: Excuse me.

16 MR. IACOPINO: I'm sorry?

17 MS. PEABODY: I feel the same way. I'm
18 not going to be old enough -- well, I would like to see a
19 dense tree buffer, but, like I said in the beginning, I'm
20 going to be too old to -- I'm not going to be able to sell
21 my property.

22 MR. IACOPINO: I understand the
23 difference between what you think that they have suggested
24 perhaps not being mature soon enough, I understand that.

1 And, that's -- I mean, there may be other dense buffers
2 that could be provided. But are you -- I mean, I used
3 yours because you were the only person who suggested a
4 settlement, short of --

5 MS. PEABODY: Well, --

6 MR. IACOPINO: -- either leaving it
7 there and doing nothing or removing it.

8 MS. PEABODY: Yes.

9 MR. IACOPINO: So, I threw that out only
10 as an avenue to see if there's any kind of settlement.
11 I'm not really, I mean, I would be hopeful that folks
12 could settle this somehow. But, if the movents are
13 saying, you know, "No. We think that the building has to
14 be moved. And, if the towers are in an improper place,
15 they have to be moved as well." And, you're not willing
16 to address any settlement short of that, I'd rather just
17 move into "let's figure out what we need to do to have
18 that -- those particular issues litigated." But, if the
19 movents believe that there is some settlement short of
20 that, then I'm more than willing to discuss it. Now, I
21 know that both the Buttolph/Spring Group has addressed it
22 in that fashion, I know that, Peter, you have responded to
23 their motion saying, at least with respect to the O&M
24 building, that it's built in a place that you believe is

1 not permitted and should be removed. So, --

2 MR. ROTH: Well, Mike, you know, I'm not
3 a completely impractical person, although it may seem that
4 way at times. But I think that there is or there should
5 be room for something other than simply the vast extremes.
6 And, I would be, you know, willing to consider something
7 that included, you know, compensation to the property
8 owners, building a buffer, paying a penalty. I mean,
9 there are a number of ways this could be done, short of
10 litigating over whether the building ought to be taken
11 down and moved back where it was supposed to be built.

12 But, you know, my position, you know,
13 was made pretty clear in the thing that I filed. And,
14 nobody has come to me and said, you know, "is there
15 something else that you might like?" And, I don't know, I
16 can't speak for anybody else, they haven't talked to me
17 about it either. But seems to me that, you know, I would
18 be surprised to hear that everybody is going to dig in
19 their heels and say "it's all or nothing."

20 MR. IACOPINO: What about the movents?
21 Let's start with you, because it is your motion. In terms
22 of, do you feel there's anyway that any settlement that
23 you could -- well, I'm going to ask you if you think it's
24 worth talking about settling?

1 MS. LEWIS: Well, I guess that's a hard
2 -- a hard question to answer. I think we absolutely agree
3 with what Peter just stated. Although, I think we do feel
4 strongly that this needs major mitigation. And, it's not
5 something that \$5,000 should take care of, to any property
6 owner. So, I guess my feeling is, if that's the route
7 that the Applicant is going in, that they believe that
8 those types of mitigations are what's appropriate to make
9 this all go away, we don't agree with that. And, I think
10 we would then either go along with Peter's suggestion --
11 I'm sorry, Attorney Roth's suggestion on, you know, going
12 straight to enforcement, and that it's a clear violation
13 and that it should be moved, if it continues along the
14 path that it has been going in these last few weeks.

15 MR. IACOPINO: And, but just so that the
16 parties understand, I mean, there is a response to your
17 motion, and the response is "we did what the permit -- or,
18 what the certificate required us to do. We went to DES,
19 and DES approved it. And, under the terms of the
20 conditions of the certificate, that's what we were
21 required to do." So, and I only say -- I only repeat
22 their position, because that is their position. You have
23 one position, they have another position. It's possible
24 that the Committee might agree with them, it's possible

1 that the Committee might agree with you. I think all the
2 parties involved here have some element of risk, if you
3 will, in taking any position in litigation before the
4 Committee. So, you know, I just -- I say that not to
5 espouse one position or another, but just to remind
6 everybody that, I know that everybody believes that their
7 position is the right one, but, ultimately, it's the
8 Committee that's going to decide which position is the
9 right one. So that everybody in this room bears some risk
10 that the Committee might not agree with you or might agree
11 with the people who disagree with you.

12 So, you know, so, I think trying to get
13 some kind of settlement of the issue is a reasonable path
14 to take. But I also acknowledge that it's probably, of
15 all the issues we've spoken about, it's the one that's the
16 most troublesome for both sides to find a middle ground.

17 So, that being said, how about the Town
18 of Rumney?

19 MR. HASSELL: Speaking as a selectman,
20 I'm not happy until Ms. Peabody and Mr. Rampino are happy.

21 MR. IACOPINO: Ms. Peabody, -- well, the
22 Town of Groton, I assume, doesn't really take an issue
23 with -- doesn't take a position with these issues? Or --
24 I don't know. I shouldn't put words in your mouth. I'm

1 sorry, Mr. Sinclair.

2 MR. SINCLAIR: Thank you. Again,
3 speaking as an individual member of the Board of
4 Selectmen, although I do believe the other two members
5 would be of the same opinion, I would not stand in the way
6 of an attempt to resolve this issue. But we would reserve
7 ultimate comment later on and involvement further on the
8 issue, should they be litigated.

9 MR. IACOPINO: And, Ms. Peabody, and I'm
10 sorry, I'm just getting to you again because you're on
11 that side of the room. But you initially, in your initial
12 petition to intervene, you raised the demand for a, I
13 forget what the exact phrase was, but basically a buffer,
14 a vegetative buffer. And, --

15 MS. PEABODY: I've since -- first of
16 all, I'd like to just make one statement, because I have
17 been in the municipality for 30 years. And, I've learned
18 over the years that it's easier to ask for forgiveness,
19 than to comply. And, I don't like that.

20 MR. IACOPINO: I understand.

21 MS. PEABODY: We need a buffer, --

22 MR. IACOPINO: Okay.

23 MS. PEABODY: -- if that building is
24 going to stay there. I am willing, though, I am not happy

1 with just a buffer, because it's going to take years.
2 Just my own -- when I was in my early twenties, I bought
3 that property, because that was going to be my retirement.
4 And, here I am, at retirement, ready to cash in on my
5 profit, and it's like the stock market, it dropped out of
6 sight. And, I'm not too sure if trees are going to bring
7 my little retirement nest back. Or, at least, when it
8 does, you know, I'm going to be too old. So, that's where
9 I'm at.

10 MR. IACOPINO: Okay. The Applicant --

11 MS. PEABODY: But I also, if I could --

12 MR. IACOPINO: I'm sorry.

13 MS. PEABODY: I do know that a plan was
14 submitted by e-mail to me.

15 MR. IACOPINO: I was just going to ask
16 them about that.

17 MS. PEABODY: Oh. Well, I have a
18 suggestion --

19 MR. IACOPINO: Go ahead.

20 MS. PEABODY: -- that I think would make
21 probably myself and Mr. Rampino much happier. If you
22 drive up I-93, and you see what the federal government or
23 the state, I think it's the federal government, what they
24 did with the median, what they planted in the median

1 strips, what they planted along the banks of the man-made
2 slopes, that, to me, is bringing the woods back, because
3 that neighborhood is a scruffy neighborhood in the woods.
4 Ornamental aphrodites and Christmas trees, and mulch
5 around the trees, just doesn't fit in with that
6 neighborhood.

7 MR. IACOPINO: Well, so, if I understand
8 you, you're looking for more of a wilderness landscape,
9 than what one might consider to be around a --

10 MS. PEABODY: Landscape. Yes,
11 beautification.

12 MR. IACOPINO: Yes.

13 MS. PEABODY: Right.

14 MR. IACOPINO: Okay. Yes.

15 MS. LINOWES: Mike, I just wanted to
16 point out, if you do look at where the tree line was
17 supposed to be, or rather where they were going to cut
18 versus not, when the building was originally going to be
19 on the other side of Clark Brook area, it was to be
20 heavily forested. So, I think what she is asking is that
21 it be restored back to at least what her expectation of
22 what was going to be there, as it was certificated.

23 MR. IACOPINO: No, I think I understand
24 what her position is.

1 MS. LINOWES: Yes.

2 MR. IACOPINO: Now, I understand the
3 Applicant has provided some kind of mitigation plan. If
4 you could just explain generally what that is, and then
5 maybe we can discuss it.

6 MS. GEIGER: And, just at the outset,
7 I'll defer to folks on the team from Iberdrola to talk
8 about more specifics about the plan. But, I mean, I think
9 it's very important to note the comments that we heard
10 from the Rumney selectman, who said that, "if Mr. Rampino
11 is happy and Ms. Peabody is happy, then he'll be happy."
12 And, I think it's really important to bear in mind that, I
13 know others have their opinions about what should happen
14 in that area or what should have happened in that area,
15 but these two individuals appear to be the real parties in
16 interest here. And, as far as Mr. Rampino is concerned, I
17 believe we've made him happy, because we did offer him a
18 settlement, he accepted it, and he signed it. And, so, I
19 think, with respect to Mr. Rampino at least, you know,
20 we've obviously agreed that he can come forward and speak,
21 if necessary, at the proper time. But, I think, to
22 Mr. Haskell's comment, we've made -- we've made an
23 agreement with Mr. Rampino to resolve his concerns.

24 Now, Ms. Peabody has additional

1 concerns, and we're prepared to speak to them. And, I
2 will defer to the team to let you know exactly what they
3 plan on doing there.

4 I also want to note for the record, and
5 I think it's in the record of the case in chief in this
6 docket, that that area, the entire area has been logged,
7 and is subject to continued logging by the property owner.
8 So, as far as folks' expectations about what that area
9 would look like into the future, I think they need to bear
10 in mind the fact that the owners of that property have the
11 ability to log it.

12 So, with that, those remarks, I'd like
13 to defer to the team.

14 MR. IACOPINO: But just one thing I'm
15 going to add to your remarks is that, I recognize there is
16 a dispute over what the -- in the papers that have been
17 filed in this part of the proceeding, there is a dispute
18 over what the condition of the property, where the O&M
19 building was eventually built, actually was prior to
20 construction. So, I just, you know, I'm not here to
21 resolve that today. If this matter goes to an
22 adjudicative proceeding, if we can't get some kind of
23 settlement done, ultimately, the Site Evaluation Committee
24 will consider that. And, I don't want to -- I don't

1 really want to get in an argument about whether it was
2 forested or wasn't forested, because that's not going to
3 advance our purposes here today. That's ultimately an
4 issue that the Site Evaluation Committee will have to make
5 a factual determination on.

6 But, with respect to settlement, does
7 that answer what you were going to say, Mr. Haskell,
8 because I saw your hand up? I'm sorry.

9 MR. HASKELL: No. I was going to say
10 the residents that can see the building in the Town of
11 Rumney, I used Mr. Rampino and Ms. Peabody, because they
12 have to sit there and drink coffee with the building every
13 morning.

14 MR. IACOPINO: I understood you to use
15 them just as illustrations, and not necessarily --

16 MR. ROTH: Yes. I think there are other
17 people out there that aren't represented here.

18 MR. IACOPINO: That's the way I
19 understood it, too. And, I assume that it's all going to
20 be --

21 (Cellphone ringing.)

22 MR. IACOPINO: Excuse me. Turn this
23 off. Sorry about that. I understood your comment as
24 being basically the people who are effected by it. So,

1 that's where I think the discussion should lead to. So,
2 and, Ms. Peabody, you had raised your hand again, too.
3 What I'm going to do next is ask them to explain what they
4 have offered to you, and the reasons why. And, then --
5 but I didn't know if you had something else to offer
6 before we do that?

7 MS. PEABODY: No. I was just going to
8 mention that that area has always been logged. We're used
9 to that, logging trucks in and out. We just -- we are not
10 used to clear-cutting.

11 MR. IACOPINO: All right. Okay.
12 Ms. Geiger, I don't know who you wanted to speak to the
13 issue, but I'd like to, you know, just for the edification
14 of myself and some of the parties here, know what it is
15 that the Applicant has advanced as a way to mitigate this.
16 Let's just start with the O&M building, and then we'll go
17 to the roads and towers secondly.

18 MR. EMMETT: I'll speak to the tree
19 planting. We actually had a local nursery meet with
20 Mr. Rampino, and he talked to them directly, and came up
21 with a planting plan or some type of vegetation that he
22 wanted. The local landscape company put that in a plan.
23 And, also, being sensitive to the other residents of the
24 road, we asked the landscape company for some type of

1 screen, so you cannot see the O&M building from Groton
2 Hollow Road. So, they added some type of evergreen tree,
3 and I'm not the guy to tell you the genus, the species of
4 these trees. But the landscape company came up with the
5 design and plan.

6 It wasn't shared with Mr. Rampino, since
7 he met with them first person. So that section of land
8 next to his property is still there, it's still open for
9 discussion. I did e-mail the plan to Mrs. Peabody. I
10 guess she's more familiar with the tree species and how it
11 grows, didn't like it. We're willing to work with the
12 tree species and do something there. But this was the
13 first go-around with the landscape company to actually put
14 some type of vegetation in there.

15 What I do know is what was shared with
16 me from the landscape company is they put some type of
17 mulch around the trees just for soil conditioning, because
18 I guess the site is too rocky, gravelly or whatever, and
19 couldn't guarantee the life of the trees. So, they're
20 doing that to help promote the growth of the trees. We're
21 open to putting in some type of barrier there to make the
22 residents happy, even though it's above and beyond, but
23 we're willing to do it. And, we're willing to modify the
24 plan to make everybody happier, at least as close as we

1 can get. But we've been through a couple different drafts
2 of it, and that's where it's at today. It's awaiting for
3 further comment from either Ms. Peabody, or, if
4 Mr. Rampino looks at it and wants to make some minor
5 changes, we're open to that.

6 MR. IACOPINO: And, who is the landscape
7 architect of that?

8 MR. EMMETT: We used Clement's Nursery,
9 which is a local, I think he's right -- I don't know if
10 it's Plymouth or Rumney, but pretty close to the project
11 site.

12 MR. IACOPINO: So, what I'm hearing you
13 say, on behalf of the Company, Mr. Emmett, is that there
14 is -- it's sort of a work-in-progress. That you haven't
15 -- the Company hasn't dug its heels in on any particular
16 plan, you're willing to listen to what other folks have to
17 say about cover there?

18 MR. EMMETT: That's correct. Because we
19 even added maples, oaks, different species of trees, as
20 requested, to try to accommodate the request of the
21 landowner. So, we have not dug our heels in. We are
22 trying to work something out. Because there was an
23 agreement early on, even if it was the Co-op, to remove
24 the pole from one side of the road to the other on

1 Rampino's property, we agreed to plant bushes. That's
2 outside our scope. But, yet, they are an abutter to the
3 project. So, we're taking that on ourselves, instead of
4 waiting for the Co-op to manage that.

5 MR. IACOPINO: Okay.

6 MR. EMMETT: And, hopefully can take
7 care of it and make the parties happy.

8 MR. IACOPINO: Who else would be sort of
9 involved in this particular venture? We know Mr. Rampino,
10 Ms. Peabody, those two properties. Have you discussed it
11 with any of the other people who can see the building from
12 the other residents who have a view of the O&M building?

13 MR. EMMETT: No.

14 MR. IACOPINO: Are there other residents
15 who do?

16 MR. EMMETT: We have made contact with
17 every landowner that's brought the issue up. And, Rampino
18 and Peabody are the only two that's residents.

19 MR. IACOPINO: Okay. But my question
20 is, I mean, presumably, you guys are up there. Is there
21 -- so, you might have a general idea of what properties
22 can actually see the O&M building. And, I'll get to you
23 in a moment, Ms. Peabody, I want to see if he has an
24 answer.

1 MS. PEABODY: He's saying there are
2 about three properties up there on the hill.

3 MR. IACOPINO: Okay. I'll ask you how
4 they are in just a moment. But, I mean, you go up there a
5 fair amount, I would assume you would be able to know who
6 could actually get a view of it?

7 MR. EMMETT: No, we can talk to them.
8 We haven't talked to the landowners, because the abutting
9 landowners, there's only one that we have not talked to so
10 far. The rest we've made contact with.

11 MR. IACOPINO: All right. Ms. Peabody,
12 what were you going to say about your knowledge of how
13 many properties can actually see the O&M?

14 MS. PEABODY: When I had my tour of the
15 O&M building, there were actually three properties that
16 to --

17 MR. IACOPINO: Would that include --

18 MS. PEABODY: -- in my eye were
19 affected. I can't tell you their names. I don't know.

20 MR. IACOPINO: Well, okay. Three, in
21 addition to yours, or including yours?

22 MS. PEABODY: On the hill, there are
23 three. That's where Corsi is, right? Corsi's property is
24 up on the hill. And, then, there's Mr. Rampino's and

1 mine. I would say there are five.

2 MR. SPRING: I believe there is a total
3 of six homes that have a direct view of the O&M building.

4 MS. PEABODY: Oh, six. Thank you.

5 MR. IACOPINO: And, Mr. Spring, what --
6 how did you determine that?

7 MR. SPRING: By visiting the properties.
8 There's one on the east side of the Clark Brook that sets
9 in the woods that has a direct view of the building.
10 Mario's home, the Peabody residence, Brad Shank, you have
11 the Foote's, and you have also two homes from Gordon
12 Corsi. The ones -- there's another one further down
13 Groton Hollow, that they do see it, but it's not --

14 MR. IACOPINO: Prominent.

15 MR. SPRING: -- a high impact, let me
16 rephrase that. There's not a high-impact visual.

17 MR. IACOPINO: You don't know, do these
18 properties have street addresses up there?

19 MR. SPRING: Yes, I can provide those.

20 MR. IACOPINO: Okay. Great. Thank you.
21 So, I guess the question becomes, in terms of the -- well,
22 let me turn to Mr. Roth first. Anything you want to add
23 in terms of whether or not this matter might potentially
24 be settled, with some kind of acceptable buffering for the

1 neighborhood?

2 MR. ROTH: I don't think it could be
3 settled based on some buffering alone. For the Applicant
4 to go around or the project owner to go around and cut,
5 you know, small deals with each property owner, is not
6 going to satisfy our concerns, Counsel for the Public's
7 concerns, about the larger issue of constructing the
8 facility not in accordance with the permit.

9 Now, as far as, you know, if it -- I
10 think, making all of the property owners happy and whole,
11 I think goes a long way. But I think there's -- we would
12 want to see some additional consideration being provided.

13 MR. IACOPINO: I take it you're looking
14 for some form of penalty, because you perceive that there
15 was a violation of the certificate?

16 MR. ROTH: Yes. And, again, as I said,
17 I try to be creative about these things. And, whether
18 it's characterized as a "penalty for errant behavior" or
19 in some other way is provided, that could be open to
20 discussion. But, as I said, I haven't heard anything from
21 the project owner. And, it seems like their preference is
22 to make the two people who are loudest happy, and let it
23 go at that. But, you know, maybe that's being too --
24 characterizing it too much.

1 MR. IACOPINO: Well, I guess we're back
2 to the Applicant, in terms of what Counsel for the Public
3 is suggesting. He's -- I assume you're talking about some
4 kind of fine or some kind of other type of penalty be
5 imposed, in addition to buffering the property in a way
6 that, and I don't mean to make this about any one
7 individual or any two individuals, buffering the property
8 in such a way so that it's not so prominent to the
9 neighborhood. So, I just want to make sure that I'm going
10 -- before I turn to them, that's the route you're talking
11 about?

12 MR. ROTH: That's correct.

13 MR. IACOPINO: Okay. Applicant?

14 MS. GEIGER: I think it's clear that,
15 given our position on the manner in which the O&M building
16 was constructed, in terms of obtaining approval through
17 DES, as required by the certificate, we believe that a
18 penalty is totally inappropriate. However, we remain open
19 to discussing other reasonable offers of settlement. I
20 thought I heard Mr. Roth say earlier this morning that he
21 would be interested in seeing if there were some form of
22 compensation paid to those who are more directly impacted
23 by the location, the current location of the O&M building.
24 If I misunderstood, I apologize. But I would object to

1 payment of any fine or penalty.

2 MR. IACOPINO: Well, I think the other
3 thing that he was suggesting is he's not, I mean, look, I
4 know there's a lot of laypeople in the room, but these
5 things are often resolved in some kind of settlement
6 agreement, where there is no -- no admission of any
7 liability of any sort, no admission that you're in
8 violation of your certificate. But, in order to buy peace
9 and settle with the -- you know, settle the issue, monies
10 are paid or there's, you know, some kind of settlement
11 that occurs. And, that's what I understood Mr. Roth to be
12 talking about, when he said that, you know, he doesn't
13 necessarily require that there be some admission, or I
14 think that's not the word he used, but -- so, I guess, to
15 some extent, I guess, you know, I would encourage the
16 Applicant to consider whether or not doing that, that
17 pursuing some kind of settlement, with essentially with --
18 of this issue. And, again, it's a multiparty thing, it's
19 not just you and Mr. Roth, it's also the, you know, the
20 rest of the parties would, obviously, have to agree for
21 the Committee to simply sign off on it. But it is a -- an
22 avenue that might be worth pursuing. Sometimes it's
23 easier to pay money to settle something, than to get
24 yourself involved either in a litigation or in a -- you

1 know, some kind of other form of trying to settle the
2 case, that then gets sticky, and then we're back in
3 another adjudicatory proceeding, you know, a year and a
4 half down the road, because there's a dispute over whether
5 you did what you said you were going to do.

6 MS. GEIGER: No, we certainly understand
7 the concept of settlement and a compensating financial
8 payment. I just would object to characterizing going down
9 the path of simply paying a penalty. I didn't hear
10 another option coming from the Bench. So, --

11 MR. IACOPINO: Well, I just that's
12 because I -- I characterized what Peter said, and maybe I
13 mischaracterized it.

14 MR. ROTH: No, no, no.

15 MR. IACOPINO: But I consider it, in my
16 mind, it's easier just to call it a "penalty", than to
17 think of all the various things that go into it.

18 MR. ROTH: The way I -- I mean what I
19 said earlier, and I stand by that, is that, if there's
20 some mitigation made of the eyesore problem, and the
21 landowners are compensated, and there's some sort of
22 penalty. Now, the word "penalty" I understand is a very
23 delicate issue. And, I think, in my comments to you a
24 moment ago, I suggested that there are other ways to go

1 about that that provide the requisite amount of
2 compensation to the harm of the public as a whole, by what
3 we view as an inappropriate relocating the building. And,
4 so, it doesn't, you know, I'm not, as I said, I'm not wed
5 to it being characterized in a punitive sense. But I
6 think it has to be significant so that it's felt. And, I
7 mean that on both sides. That the Applicant feels that
8 pain a little bit, and the public feels the benefit of it.

9 MR. IACOPINO: Okay. So, what I'm
10 seeing here is essentially three, three separate issues
11 that I think the parties need to discuss. And, then,
12 there's a procedural problem with it. And, the first is
13 is that there has been an effort already, and, at least
14 according to one party, some settlement of some of the
15 issues with the people who are most directly affected.
16 And, they have indicated that they're willing to also
17 address the buffer issue, which I think really goes to the
18 folks who are most directly affected, that those three or
19 six or whatever the number is of homes that are directly
20 in view of the building as built.

21 The second issue that I see is Counsel
22 for the Public's suggestion that there needs to be
23 something in addition to that.

24 And, the third, though, is more of a

1 procedural issue. And, Mr. Roth, I'm going to address
2 this with you. I know they haven't come to you yet.
3 You've responded to their petition. But do you think that
4 you can work with the Petitioner -- the movents on the
5 motion, in terms of addressing some kind of settlement
6 along the lines that you speak? And, to the movents,
7 you've heard what Mr. Roth has had to say, is do you think
8 that you can come to some kind of agreement with him as to
9 where you would like to see that go? Because I guess the
10 problem that I have is, if the Applicant and Counsel for
11 the Public agree, yet I still have the motion pending, and
12 other parties are not in agreement, that's not going to be
13 very helpful, because then we'll just be in a situation
14 where we'll be trying the issue anyway. So, if we're
15 going to make a good faith effort to settle the matter,
16 that means that those folks who are on opposite sides of
17 the issues pretty much have to coalesce with those folks
18 who are on their side of the issue. So, I ask that to, I
19 think Mr. Roth has already expressed that he believed he
20 could, I'm going to ask that to the Spring/Lewis
21 intervenors, whether or not that's something that you
22 think you could work with Mr. Roth on?

23 MS. LEWIS: Yes. I do believe we could.
24 I think the only -- we would hope that we would also have

1 a voice or a vote in the eventual settlement of the whole
2 thing. In other words, if we agree with Mr. Roth, as far
3 as how to go forward, does that mean we lose our voice --

4 MR. ROTH: No.

5 MS. LEWIS: -- in what the eventual
6 outcome is?

7 MR. ROTH: I wouldn't think so.

8 MR. IACOPINO: Well, except to the
9 extent you agree to the settlement. I mean, a settlement
10 would presumably resolve the issue, okay? And, we would
11 need all of the parties' signatures on the settlement, or
12 I should say the "interested parties". There are some
13 parties, like the City of Plymouth, for instance, which
14 has not -- has decided they're not going to take part in
15 this. But, at least those interested parties, I'm sure
16 the Committee would want a sign-off, so that you've
17 agreed. Because, otherwise, especially where you're in
18 the position of the movant on the motion to re-open the
19 record, if you're not in agreement, we still have your
20 motion to deal with. So, I'm envisioning, if there's
21 going to be such a settlement, that it's all of the
22 parties would sign off. Which means, for the Applicant,
23 you have to not only make those closest to you happy, but
24 also make the folks who brought the motion and Counsel for

1 the Public. And, I don't mean to say "make them happy".
2 You need to come to settlement terms with them. "Make
3 them happy" is not really what settlement's about. A
4 settlement never -- nobody's ever happy.

5 MS. GEIGER: If I could make a
6 procedural suggestion?

7 MR. IACOPINO: Uh-huh.

8 MS. GEIGER: And, this is what I'm
9 hearing from you, Mr. Iacopino, in terms of a process. Is
10 it sounds to me like you've suggested that it might be
11 appropriate for Mr. Roth and all of the other interested
12 parties to get together and develop a position or a demand
13 or an offer for the consideration by the project owner,
14 which I think makes a lot of sense. Because, as we sit
15 here today, we don't know exactly what the scope of, at
16 least the scope of Mr. Roth's position is, in terms of
17 amounts and so forth. I think it might make sense if all
18 of those parties could get together and provide us with
19 something to work with.

20 MR. IACOPINO: And, that's why I raise
21 this. I recognize that you've got three different sort of
22 categories of interests that you have to deal with. You
23 have your abutters and the people directly involved; you
24 have Counsel for the Public, who has a certain statutory

1 interest; and you have the intervenors who have brought
2 the motion to re-open. And, I think that that is
3 difficult, if they're not -- if they're all on different
4 pages. And, I don't want to -- you know, you're all
5 allowed to be on different pages. There's nothing wrong
6 with that. Everybody's entitled to the position that they
7 want to take, and I'm not trying to take that away from
8 anybody. But, to the extent we may be able to settle this
9 along the lines that Mr. Roth has outlined, if we are able
10 to, it does require everybody to agree. So, that's why,
11 sort of those parties whose interests somewhat align,
12 probably could spend some time together, and it would be a
13 benefit to know if everybody's agreeable at least to
14 pursue a certain course of discussion of settlement. And,
15 if not, well, then we go to Plan B, which is litigate.

16 MR. ROTH: Mike, I'd like to just
17 suggest this. And, that is, I would be happy to meet with
18 all the people who -- anybody who wants to meet with me,
19 frankly, but I'm assuming the folks on this side of the
20 room and Ms. Peabody, to discuss with them their general
21 amenability to coming to a combined resolution, and report
22 that notion of general amenability to you or to the
23 project owner. But I don't think it's appropriate for
24 those of us on this side of the room, and I include

1 Ms. Peabody in there, even though she's on the wrong side
2 of the church right now, for us to be making the first
3 offer. I think it's my understanding that Iberdrola, and
4 my experience is that Iberdrola drives a very, very hard
5 bargain. And, some might characterize them as
6 "unreasonable". And, what I don't want to do is to be in
7 a position where we're bargaining against ourselves, when
8 there's no real seriousness on the part of the project
9 owner to actually make a good faith offer. And, so, what
10 I would hope is that, in the first instance, since they're
11 sort of on the defense on this side -- on this issue, that
12 they make the first offer, so we can gauge their
13 seriousness. But this only after I meet with folks over
14 here and come up with a general amenability. Because I
15 understand they don't want to be making a deal with me,
16 and still have to fight with everybody else, that makes no
17 sense at all. But, if I can, you know, get a sense that
18 folks over here are willing to do something, and let's see
19 what it is from them, then I think that's a fair place to
20 start.

21 MR. IACOPINO: Ms. Geiger.

22 MS. GEIGER: Yes. Thank you. I would
23 disagree with that manner of proceeding. Typically, when
24 litigation is filed or a complaint is filed in civil

1 court, a demand is usually -- or, an amount is usually
2 stated in the petition or writ. And, here, if we're
3 talking about something beyond moving the O&M building,
4 which is I think the relief that Mr. Roth had initially
5 suggested to the Committee, then, we need to be apprised
6 of what that number is. I don't think it would be
7 appropriate for us to try to guess what these folks are
8 looking for. I heard Mr. Roth say that he wants to make a
9 settlement hurt and help. I understand that. But I think
10 that's all the more reason for the intervenors and Public
11 Counsel and other interested parties to get together and
12 let us know exactly what the scope of their concerns are,
13 from a financial standpoint and other standpoint, whether
14 it be plantings or other -- other, you know, tangible,
15 non-monetary relief.

16 MR. IACOPINO: I just have a question
17 for Counsel for the Public. Wouldn't you rather be the
18 person with the first number? I mean, assuming --
19 assuming, when you're talking about a number, I mean, if
20 you're talking about they're going to pay a financial
21 penalty, if that's what this comes down to, that type of
22 settlement, is -- I mean, I would think that, essentially,
23 I mean, I know technically you don't represent the
24 government, you represent the people of the State of New

1 Hampshire. But, you know, in more of an enforcement
2 context and a different -- before a different
3 administrative agency, maybe one with more staff, and, I
4 mean, normally, the first move would come from that
5 agency's staff saying "Hey, we're proposing a penalty of X
6 thousands of dollars", or whatever it is, "because you
7 violated your permit or you were" --

8 MR. ROTH: Right. But the penalty that
9 we proposed is "stop using the building and move it."
10 And, so, if the -- and, from an enforcement point of view,
11 if the project owner wants some other arrangement, other
12 than "moving the building and stop using it", then, I
13 think it's incumbent on them to make that proposal. What
14 I have suggested here today is what we would consider the
15 general parameters of what that would look like. But, in
16 terms of the magnitude of it, I think I would rather hear
17 from them first. And, maybe, you know, my crowd here is,
18 you know, already preparing to make me walk the plank on
19 this issue. But I think that's my instinct, is to have
20 them make the first move.

21 MR. IACOPINO: Okay. I'm sorry, Cheryl
22 did you -- Ms. Lewis, did you have something you wanted to
23 say?

24 MS. LEWIS: No.

1 MR. IACOPINO: Ms. Linowes?

2 MS. LINOWES: Yes. I was just going to
3 concur with Attorney Roth. The point was made that the
4 building is in the wrong location, albeit you're saying
5 that they might have an argument otherwise. But that
6 should be the starting point. If they want to come back
7 with some other position, then I think that the parties
8 will look at that.

9 MR. IACOPINO: Ms. Geiger.

10 MS. GEIGER: I guess we -- getting back
11 to, I think, the direction we were headed in earlier,
12 where I think Mr. Roth himself had indicated that there is
13 a possibility to settle on terms other than moving the O&M
14 building, it seems to me we don't know whether, outside of
15 the room, if you will, Mr. Roth, Public Counsel, and the
16 intervenors and interested parties are of one mind, in
17 terms of whether they can agree on a particular position.
18 And, I just think it makes more sense for them to get
19 together, let us know if they're -- you know, what their
20 position is and what a reasonable settlement offer might
21 be from them, or a demand, if you will. Because we still
22 don't know what their, you know, what their demand is, in
23 terms of anything beyond moving the O&M building. And,
24 so, --

1 MR. EPSTEIN: Yes. I mean, to the point
2 our offer at remediation has been to provide some kind of
3 barrier around the project, and we believe that that's an
4 adequate redress to the visual impacts of it. So, to the
5 extent that they're looking for some form of remediation,
6 again, we're willing to deal with that. But, short of
7 moving the O&M building, we've offered that as an
8 alternative. If they're looking for additional responses,
9 we don't know what those are, we don't know what is in the
10 middle there.

11 So, to Mr. Roth's point, if he's looking
12 for us to offer something, that would be what we've
13 offered thus far, because we believe it addresses the
14 concerns.

15 MR. ROTH: Then, there will be no
16 settlement. We'll just go to litigation.

17 MR. IACOPINO: Well, no, I mean --

18 MR. ROTH: I'm rejecting a trivial
19 offer, without a counterproposal.

20 MR. IACOPINO: Okay. Let's just take it
21 one at a time, you've --

22 MR. ROTH: I'll do that right now.

23 MR. IACOPINO: I know. But there is no
24 surprise to me that, when you say "I've already made the

1 first offer, that's to move the O&M." For them to respond
2 and say "well, we've already made a" -- "we've already
3 made a response to provide a buffer, and we're willing to
4 work with those people who are going to benefit from that
5 buffer." I recognize that those are positions taken by
6 both parties in good faith, and that's the way we're going
7 to deal with them.

8 I think that what the better thing to do
9 is let's take it step by step.

10 MR. ROTH: No. Let's -- respectfully, I
11 think, if we're going to mediate this, we're not going to
12 do it with a transcribed record, and we're going to do it
13 with a mediation, and we're going to call it that. So, if
14 we're going to -- I think we've gone far enough with the
15 mediation idea for today. What I've said I'll do is I
16 will confer with these other parties, and we'll see if we
17 can come up with a combined -- at least a community of
18 interests. I'm not prepared to make any other offers or
19 counteroffers, and I'm not going to go down that road
20 today any further. I may never go down that road any
21 further. But that's what I'm willing to do. And, if we
22 want to have a mediation over the issues or over the money
23 or any of that stuff, we're going to have to do it in
24 another context at another day.

1 MR. IACOPINO: Thank you. Because what
2 I was going to suggest is we have to take this step by
3 step. And, the first step has to be to determine whether
4 or not you have that commonality of amenability that you
5 discussed before. And, then, we can deal with who makes
6 the first offer, once you have that. And, plus, in doing
7 that, you may get some ideas from other parties, in terms
8 of, you know, where your side of the room, so to speak,
9 wants to be, and that may be helpful, and make this whole
10 issue of whether you're actually betting against yourself
11 or bidding against yourself to be a nonissue.

12 I think a mediation of the issue is an
13 appropriate way to do it, if the parties cannot settle on
14 their own. It's also appropriate because of the
15 difference in interests that are here. I think -- but, I
16 think, the first step is is we have to determine if there
17 is some commonality with respect to the movents, Counsel
18 for the Public, and the other parties who are involved.

19 So, my suggestion is going to be this.
20 Is we can do a mediation a couple of different ways,
21 assuming there is the agreement on all parties' parts to
22 participate. We can do it by having me mediate it, we can
23 have some -- we can enlist some other third party, neutral
24 mediator. And, just for the lay folks in the room, what a

1 mediation is is, essentially, it's not -- it's not an
2 adjudicative proceeding where there will be a decision
3 made by the mediator. A mediator goes essentially back
4 and forth between the parties and attempts to move the
5 parties to an area that's common for settlement, so that
6 the parties then settle the case by agreement. The
7 mediator doesn't decide the case. So, mediation can be
8 conducted by me, it can be conducted by some other party,
9 whom, obviously, would have to be neutral, not have
10 anything to do with the issues that are involved here.
11 And, you know, it can -- most mediations are informal,
12 they usually take place at somebody's office, or in a
13 mediation suite, if you're lucky enough to be at one of
14 those offices that have them. And, oftentimes the parties
15 are broken out and the mediator will travel back and
16 forth. Sometimes the cases get mediated with everybody
17 sitting right at the same table. It's all a matter of
18 discretion, in terms of how the mediation -- the mediator
19 thinks is the best way to proceed.

20 So, let me just go around to the parties
21 and determine, first, if we were to engage in a mediation,
22 what you would envision sort of the ground rules to be,
23 who would we use, and what would be the, you know, the
24 time -- time frame is really something I'm a little bit

1 concerned about here, too, because if we don't get --
2 mediate to a settlement, we still have some work to do,
3 with respect to the issues involved.

4 MR. ROTH: Mike, I don't want to sound
5 like I'm stalling here, but I think it's premature to go
6 to that step. I think what makes sense is, or what I
7 would like to do, would be for me to schedule a meeting
8 with anybody, you know, who wants to meet with me on this
9 side, so we can figure out a commonality of interests or
10 not. And, then, come back for another prehearing
11 conference in a couple of weeks to have that kind of a
12 conversation, if we're ready to proceed with that.

13 MR. IACOPINO: Do you think it's
14 something we would -- do you think it's something we would
15 need a prehearing conference on or is it something that
16 could be --

17 MR. ROTH: Or a meeting.

18 MR. IACOPINO: -- a meeting scheduled by
19 just a meeting or even e-mail?

20 MR. ROTH: Yes.

21 MR. IACOPINO: Okay.

22 MR. ROTH: I agree with that. It
23 doesn't have to be a prehearing conference, just some
24 means in which to get everybody back together to have that

1 kind of a conversation about what type of mediation, who
2 to use as a mediator.

3 MR. IACOPINO: Okay. From the row
4 behind Mr. Roth, any differences of opinion there?

5 (No verbal response)

6 MR. IACOPINO: Okay. I'm sorry?

7 MS. LEWIS: No. I think we're fine with
8 what he suggests.

9 MR. IACOPINO: Okay. Ms. Peabody,
10 any --

11 MS. PEABODY: I'm fine.

12 MR. IACOPINO: All right. Ms. Geiger.

13 MS. GEIGER: I think that's appropriate.
14 I mean, I also think that, depending on, once the larger
15 group gets together and provides -- hopefully can decide
16 that there is a commonality of interests, and can perhaps
17 even go a step further and provide us with a settlement
18 offer, we may not even need to mediate. We might be able
19 to reach agreement on our own. So, I think it is
20 premature to assume that we're going to end up in
21 mediation. But, certainly, we think, if we end up there,
22 that that should be discussed at a later session.

23 MR. IACOPINO: I have no -- if that's
24 the way -- it sounds as if that's the way the parties want

1 to proceed, and I think it is a good way, because, as I
2 said at the beginning of this, settlement is always better
3 than litigation for -- yes, sir, I'm sorry?

4 MR. SINCLAIR: I would just like to
5 clarify one thing. Mr. Roth, did you intend to reach out
6 to Mr. Corsi? And, the only reason I ask is he is a
7 Groton resident. So, the Town would be -- I guess, have
8 an interest in whether or not he was going to be
9 represented by -- or whether or not you were going to
10 reach out to him to involve him in these discussions.

11 MR. ROTH: He's the other neighbor?

12 MR. SINCLAIR: He's one of the ones that
13 was named by the people here.

14 MR. ROTH: I would ask probably the
15 other neighbors to get in touch with anybody in the
16 community, you know, in that area that wants to be there.
17 I have no way of getting ahold of him, but I assume
18 Ms. Peabody or Mr. Rampino could.

19 MR. IACOPINO: Mr. Sinclair, do you know
20 Mr. Corsi personally or --

21 MR. SINCLAIR: Not personally, but just
22 professionally, as a member of the Board of Selectmen. I
23 would just say, if I could get your contact information,
24 Attorney Roth, I would --

1 MR. IACOPINO: That's what I was going
2 to suggest.

3 MR. SINCLAIR: -- attempt to contact Mr.
4 Corsi and provide that to him.

5 MR. IACOPINO: That's what I was going
6 to suggest, that Mr. Corsi contact Mr. Roth and -- Okay.

7 MR. SINCLAIR: Thank you.

8 MR. EPSTEIN: Excuse me. I apologize.
9 My wife had a health issue last night. And, I've tried to
10 stay as long as I can, but I need to catch a flight home.
11 So, I apologize. I believe we've reached the end of this.
12 And, Ms. Geiger can certainly represent, and, certainly,
13 as a member of the New Hampshire Bar, she can certainly
14 represent us.

15 MR. IACOPINO: Thank you, Mr. Epstein.

16 MR. EPSTEIN: But I apologize.

17 MR. IACOPINO: I'm sorry to hear about
18 your wife, and have a safe trip back. Yes, Ms. Lewis.

19 MS. LEWIS: It is my understanding,
20 there's a possibility that Mr. Corsi may be a
21 participating landowner. And, if that's the case, it
22 doesn't seem like it would be appropriate that he's
23 sitting at the table with us, in the forms of this type of
24 mitigation or a possible settlement. Or, if he's an

1 employee of Groton Wind or a contractor. It seems there's
2 a conflict of interest potential there.

3 MR. IACOPINO: Well, I mean, I --

4 MR. ROTH: I'll talk to him.

5 MR. IACOPINO: Yes. I mean, I guess we
6 don't know until he's actually spoken to and Mr. Roth has
7 spoken to him, and there's a determination as to whether
8 or not -- I mean, I'm sure Mr. Roth is not going to permit
9 sort of a "spy in the camp" --

10 (Multiple parties speaking at the same
11 time.)

12 MR. IACOPINO: I'm sorry. Anyway, so,
13 what I was going to say is, you think you need two weeks
14 to figure out whether or not you could have a cohesive
15 group?

16 MR. ROTH: I think I need two weeks -- I
17 think I need two weeks just to get them all in the same
18 room together. And, maybe it will go faster. But,
19 obviously, if we are successful sooner, I will not let the
20 clock run out on the two weeks. But I need at least that
21 much, I think, to schedule it and get it all put together.

22 MR. IACOPINO: Here's my suggestion
23 then. Give Counsel for the Public and the other parties
24 two weeks to meet, confer, and determine if they can

1 proceed down a route of mediation. If they can, you
2 should notify me and the other parties. And, please, let
3 everybody on the service list know, even though they're
4 not, you know -- so, it's just an e-mail saying "Yes. The
5 following parties who are interested in this issue are,
6 you know, have agreed that they can work together in a
7 mediation." Get that -- get that to me, to the other
8 parties on the service list, and, obviously, to Ms. Geiger
9 within two weeks. And, assuming that that's the case, I
10 will canvas all of you for dates when a mediation could be
11 scheduled, and discuss with you by telephone the specifics
12 of that mediation; who mediates, where it's done, you
13 know, those sorts of things. And, then, what I don't want
14 to lose track of, is I don't want to lose track of
15 actually getting some kind of procedural order if the
16 matter isn't scheduled.

17 So, there are still issues of discovery
18 that will need to be addressed. So, I'm going to
19 recommend that at a period of, if we can get the mediation
20 scheduled within two to three weeks after we know, and
21 then I would just tentatively schedule another prehearing
22 conference for about a week after that, so that we can
23 keep on track. And, if it turns out that there is no
24 settlement, we need to sit down and resolve issues of

1 discovery, evidence trimming, witness combination, all of
2 the typical things that are done in these types of
3 proceedings, we have a date set aside to do that. So, I'm
4 looking two weeks from today is -- I have April 8th, is
5 that right? Am I looking at the wrong year? April 8th.
6 And, what do you all think about the reality of, assuming
7 on April 8th, the go-ahead is "yes, we're going to have a
8 mediation session", what do you think the reality of some
9 time between April 8th and the end of April being able to
10 do that?

11 MS. GEIGER: That's possible.

12 MR. IACOPINO: Does that make sense to
13 you, Mr. Roth?

14 MR. ROTH: Yes.

15 MR. IACOPINO: And, what if I were to
16 say April 30th for further -- or, I'm sorry, May 1st for a
17 further prehearing conference -- well, let me see if I can
18 do that. May 1st for a further prehearing conference, in
19 the event that the parties haven't resolved?

20 MR. ROTH: Sure.

21 MR. IACOPINO: Okay. Now, let me just
22 back up for one second. We're also going to try to
23 schedule this meeting on Issue Number VII, being the
24 safety folks. I'm just throwing that out there. Is that

1 going to change any of this for anybody?

2 MR. ROTH: I'm assuming the safety
3 meeting will be evening, in the communities.

4 MR. IACOPINO: Probably.

5 MR. ROTH: So, not really, at least not
6 for me anyway.

7 MR. IACOPINO: Okay. All right. I just
8 want to make sure, because this is -- it is two separate
9 issues, and they're going on two separate tracks it
10 appears here. But it would be my hope that, if there are
11 still issues left from Agenda Item Number VII, that they
12 would also be dealt with on May 1st at a final -- not a
13 final prehearing conference, but a further prehearing
14 conference. And, my goal would be, on May 1st, to know
15 what issues have settled and which are not, and to then
16 essentially have a relatively short discovery period after
17 that, before -- before there's an adjudicative hearing, if
18 necessary.

19 Now, one issue that was raised by the
20 Committee -- well, it ain't going to be winter anymore.
21 So, the safety issues aren't going to be resolved in the
22 interim. So, I hope everybody is being very careful up
23 there, especially with the weather we've had recently.
24 But, unfortunately, to get through this with all these

1 parties, it's the only way we're going to be able to do
2 it. So, I would be thinking that, you know, there would
3 be, if everything isn't settled, whatever issues are left
4 to be resolved by the Committee, likely are not going to
5 wind up being resolved until June or July. And, we're
6 going to run into summer vacation issues and things like
7 that, but that's, you know, --

8 MR. ROTH: I just don't want to, at this
9 point, suggest that I agree with you that we should have
10 an abbreviated discovery schedule. There's a lot of --
11 there could be a lot of detailed issues. And, one of your
12 points at the beginning of the agenda was whether to
13 deviate from the usual practice. And, I'm not looking at
14 it as deviating from the usual practice to make it quicker
15 and easier, but, unfortunately, it may be more difficult
16 and complicated. You know, we may be looking at, you
17 know, some more extensive document production,
18 depositions, and, you know, expert witness testimony. So,
19 this -- I can't say "yeah, sort of a fast-track hearing
20 for, you know, June/July is realistic at this point." I
21 just don't -- I don't see it that way.

22 MR. IACOPINO: All right.

23 MR. ROTH: You know, this is an
24 enforcement issue. This isn't, you know, "let's get the

1 project built as quick as we can" kind of a thing.

2 MR. IACOPINO: No, I --

3 MR. ROTH: It's much more. And, if
4 there's going to be a consequence to this project owner, I
5 want there to be a well-developed and comprehensive,
6 detailed record.

7 MR. IACOPINO: Okay. Understood. I
8 thought that you would want to get there faster from your
9 standpoint. But that's -- I understand what you're
10 saying.

11 MR. ROTH: I just don't want to be
12 cramped. Fast is okay, but cramped is not good. So, --

13 MR. IACOPINO: And, anything from the
14 Intervenor Group?

15 (No verbal response)

16 MR. IACOPINO: No? Ms. Geiger, any
17 response?

18 MS. GEIGER: No.

19 MR. IACOPINO: I think that -- okay.
20 So, I'm sure the Committee wants to deal with this with as
21 much speed as it needs and as much deliberation as it
22 needs. So, we will likely proceed with all deliberate
23 speed. I wanted to make sure that you understood, though,
24 that this, the route that we've chosen to go here, will

1 result in something not happening from a Committee
2 standpoint, if the Committee is called upon to do that,
3 until at least being June or July. I wasn't trying to say
4 "you're going to be ready in June or July." I'm just
5 saying is that, by virtue of what we're going to do as a
6 result of today's prehearing conference, it's going to be
7 at least June or July before my Committee can get there.
8 And, as I also started to say, July is a particularly
9 troublesome month, when it comes to vacations and getting
10 a quorum of the Committee, and also, you know, everybody
11 here has a life beyond these proceedings as well, and they
12 all take vacations. So, --

13 MR. ROTH: If we had a hearing on the
14 merits of this before the end of the year, I would be
15 happy. But that's, I think, what -- you know, my view of
16 it is more like that kind of thing.

17 MR. IACOPINO: Anything further from the
18 Applicant? Can anybody think of any issue that we have
19 not addressed that we should address here today? Ms.
20 Linowes.

21 MS. LINOWES: Attorney Iacopino, I just
22 have one question, and I'm not hearing it quite addressed,
23 but we're kind of dancing around it. If mitigation is
24 successful and a settlement is achieved, there is still

1 that open question about whether or not there really was a
2 violation, and whether or not DES had the authority. When
3 will that get litigated or decided upon?

4 MR. IACOPINO: If there's a settlement,
5 it won't get litigated. But I can guarantee you that the
6 Committee doesn't want this to happen again in the future.
7 So, I mean, there will be -- I mean, I can't speak for
8 what the Committee will do in future cases. But I can
9 tell you that, you know, as in the past, when issues have
10 come up, the Committee has, you know, when issues have
11 come up in one case, they tend to get taken care of the
12 next time around.

13 So, you know, I know that there's an
14 issue and I know there's a dispute over what the terms of
15 the certificate means. I assume that, going forward on
16 other cases, the Committee will be writing a certificate
17 where that type of dispute is not available to the parties
18 after the fact. But that's all I can tell you about that.

19 But, to answer your question, if the
20 parties do settle this, there will, and the Committee
21 approves of the settlement, there will be no litigation of
22 that issue. There will be a settlement agreement that
23 will become -- that may become, depends upon the type --
24 the way it's written, may become part of the certificate

1 in this case. So, --

2 MS. LINOWES: Thank you.

3 MR. IACOPINO: Okay. Actually, there is
4 one other issue that I thought you were getting to that
5 just came, and it's with the -- there's an allegation in
6 the Motion to Re-Open that the -- I think two or three of
7 the towers were also repositioned. And, I guess, I assume
8 all the parties see that as being part of this mediation
9 process as well? I mean, I don't know --

10 MR. ROTH: Yes.

11 MR. IACOPINO: -- myself, I don't see
12 any transparent reason to cull that out as a separate
13 issue. Am I correct?

14 MR. ROTH: You're -- at least as far as
15 I'm concerned, that's correct.

16 MR. IACOPINO: And, I'm not seeing any
17 other --

18 MR. ROTH: I can not yet speak for the
19 others, though.

20 MR. IACOPINO: Well, I'm not seeing any
21 of them object. They're nodding heads behind you. So, I
22 think that -- okay.

23 Okay. So, the plan will be this. We've
24 got, with respect to the outline and agenda that I put

1 out, we did pretty good, all the way down through Number
2 VI. With respect to Number VII, I'm going to work
3 diligently to schedule, in relatively short order, a
4 meeting between the fire chiefs and EMS directors for all
5 of the towns in the affected area, the State Fire Marshal,
6 Fish & Game, and the Applicant's personnel and engineers.
7 And, that's -- if I noted from the documents today, that
8 that's HVB, is that --

9 MS. GEIGER: VHB.

10 MR. IACOPINO: VHB, okay. They're the
11 engineering group, okay. So, I'm going to try to get that
12 scheduled. I anticipate that that meeting will be
13 somewhere in the region. I don't know what the likelihood
14 of getting part-time fire chiefs and EMS directors
15 together, when you can actually go onsite during the day,
16 but I will inquire of them to see. Because I think most
17 of them have full-time jobs that are not the fire
18 department up there, as far as I know.

19 MR. ROTH: Pull the alarm.

20 MR. IACOPINO: Yeah. But, anyway, so, I
21 mean, I think there's some practical issues, Mr. Emit,
22 with having a group up there, and then trying to have a
23 meeting outside and whatever. I mean, it may take two
24 meetings, it may take maybe a site visit, and then a

1 meeting somewhere else to do it. But I don't know if the
2 chiefs are actually going to say we need it, you know.
3 I'm sure they're not going to waste anybody's time, if
4 they don't think they need to be on the site to do it.
5 So, I think that they will probably be the best gauge on
6 whether we actually have the meeting on the site or not,
7 though.

8 But, in any event, I will try to
9 schedule that in the area. I'll probably be calling
10 either Mr. Sinclair or Mr. Haskell, to see about the use
11 of facilities in either Groton or Rumney to undertake
12 that. I think I've been to the Rumney facility, they have
13 a pretty big room. But, in any event, I will do that.
14 And, we'll see what -- and that will be open to the
15 public, I will have a court reporter there. And, we may
16 have it video taped, rather than a court reporter, just so
17 you know. But we will have it, a record will be
18 available. And, hopefully, there will be some agreement
19 that can come from that on the safety plan and the whole
20 issue of the plowing, and snowcats and Pisten Bullies and
21 other equipment.

22 And, then, with respect to Item Number
23 VIII on the agenda, essentially comes under the rubric of
24 the operation and maintenance building and the Motion to

1 Re-Open. I'm going to allow two weeks, that's to April
2 8th, I think I came up with.

3 MR. ROTH: Correct.

4 MR. IACOPINO: For the intervenors and
5 Counsel for the Public to get together and see if they can
6 develop a commonality of interest on this issue, and let
7 me know. And, then, we will schedule a mediation session
8 thereafter, hopefully, sometime before May 1, with the
9 goal -- a tentative goal of a further prehearing
10 conference on May 1.

11 MR. ROTH: And, if anybody in the room
12 wants to be contacted to participate in that meeting,
13 please give me your contact information, name, address,
14 phone, e-mail, while you're here. I have some cards for
15 my contact information, if you wish.

16 MS. GEIGER: The only thing I would add
17 is that that would leave enough time, leave a few days
18 between the mediation session, the last day of the
19 mediation session, and May 1st. And, as you know,
20 sometimes mediation isn't accomplished in one day, and
21 sometimes it spills over into another day. And, so, I
22 wouldn't want, you know, to just schedule one day of
23 mediation on April 30th, with a prehearing conference to
24 follow the next day, when we might just need another hour

1 or two to get to the end line.

2 MR. IACOPINO: Well, why don't we do
3 this. Why don't we change that prehearing conference date
4 to the next, the following Tuesday, which would be May
5 7th. That gives us a week, assuming we get the mediation
6 in before May 1st, that gives a week for any follow-up.

7 MS. GEIGER: Thank you.

8 MR. ROTH: I agree with that.

9 MR. IACOPINO: Does anybody have any
10 problem with that?

11 MR. ROTH: No. I concur with that.

12 MR. IACOPINO: Okay.

13 MS. LEWIS: I'm sorry, which date, Mike?

14 MR. IACOPINO: May 7th --

15 MS. LEWIS: Thank you.

16 MR. IACOPINO: -- will be the further
17 prehearing conference. And, for those who don't do
18 mediations a lot, many times you'll walk out of a
19 mediation session without a settlement, but then, through
20 phone contact and other sorts of contact, a settlement's
21 reached in a relatively short time frame after that date.
22 I'm not encouraging that. I'd like you to get it done at
23 the mediation session. But, you know, we should allow
24 time for that. That's a good observation.

1 Is there anything else that anybody
2 thinks we should have addressed that we haven't yet
3 addressed?

4 (No verbal response)

5 MR. IACOPINO: Okay. Thank you all very
6 much for your participation, and your ability to resolve a
7 large number of the issues. Particularly, I would like to
8 thank the Town of Rumney. I think that, you know, you've
9 worked hard to resolve these issues, and the Applicant as
10 well. A lot of the issues were ones that I looked at and
11 I said "I really don't want the Committee to have to
12 decide this", because it's just, you know, they're going
13 to complain. And, I think that, you know, the fact that a
14 lot of those issues were resolved bodes well for seeing
15 what could be done about the rest of the issues.

16 So, thank you all very much. We'll
17 adjourn. And, I'll wait to hear about the meeting that
18 you're going to have with the intervenors.

19 MR. ROTH: Thank you, Mike.

20 MR. IACOPINO: Thank you.

21 MS. GEIGER: Thank you.

22 **(Whereupon the prehearing conference**
23 **ended at 12:16 p.m.)**