

**THE STATE OF NEW HAMPSHIRE  
SITE EVALUATION COMMITTEE**

**DOCKET NO. 2010-01**

**RE: GROTON WIND, LLC**

**JOINT MOTION  
TO APPROVE SETTLEMENT AGREEMENT  
BETWEEN GROTON WIND AND  
COUNSEL FOR THE PUBLIC**

NOW COME Groton Wind, LLC (“Groton Wind”) by and through its attorneys, and Counsel for the Public, Peter C.L. Roth, by his attorneys the Office of the Attorney General (“Counsel for the Public”) (together, “the Moving Parties”), and respectfully move the New Hampshire Site Evaluation Committee (“Committee” or “SEC”) to approve the Settlement Agreement dated June 4, 2015, between Groton Wind and Counsel for the Public. In support of this Motion, the Moving Parties state as follows:

1. The Moving Parties have entered into a Settlement Agreement (a copy of which is attached) to resolve Counsel for the Public’s December 16, 2013 Objection to Groton Wind’s Motion to Amend Certificate of Site and Facility (“Motion to Amend”) dated December 4, 2013.
2. In accordance with paragraph 6 of said Settlement Agreement, the Moving Parties submit this Motion seeking the Committee’s approval of the Settlement Agreement.
3. The Moving Parties respectfully request that that the Committee approve the Settlement because it resolves a significant dispute between the parties on terms that are just and reasonable, ending what would be costly and time-consuming litigation with an uncertain outcome.

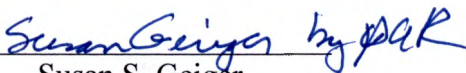
4. On behalf of the Moving Parties, Counsel for the Public has circulated the Settlement Agreement to Mr. Mark Watson, the only other remaining party who has objected to the Motion to Amend. As of the time of finalizing this motion, Mr. Watson had not responded to a request for assent.

WHEREFORE, Groton Wind and Counsel for the Public respectfully request that the Committee:


- A. Approve the attached Settlement Agreement; and
- B. Grant such further relief as it deems appropriate.

Respectfully submitted,  
**Groton Wind, LLC**  
By and through its Attorneys,  
ORR & RENO, P.A.

Dated: June 5, 2015

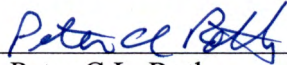
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**Counsel for the Public**  
JOSEPH A. FOSTER  
ATTORNEY GENERAL

  
\_\_\_\_\_  
Peter C.L. Roth  
Senior Assistant Attorney General  
33 Capitol St.  
Concord, NH 03301

**CERTIFICATE OF SERVICE**

I hereby certify that on this 5th day of June, 2015, copies of the within Motion were sent to persons named on the Service List either by electronic mail or first class mail, postage prepaid.

  
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Peter C.L. Roth

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## SETTLEMENT AGREEMENT

### (Motion to Amend)

This Settlement Agreement ("Agreement") is made as of this 5<sup>th</sup> day of June, 2015, ("Effective Date"), by and between, Groton Wind, LLC, an Oregon limited liability company ("Groton Wind") and Peter C.L. Roth, in his capacity as Counsel to the Public ("Counsel for the Public") in New Hampshire Site Evaluation Committee ("SEC") Docket No. 2010-01. Groton Wind and Counsel for the Public are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. Groton Wind is the owner of an electric generating wind power project ("Wind Project") in Groton, New Hampshire.
- B. Counsel for the Public is a party to SEC Docket No. 2010-01 and has filed an Objection dated December 16, 2013 ("the Objection") to Groton Wind's Motion to Amend Certificate of Site and Facility, dated December 4, 2013 (the "Motion to Amend").
- C. Groton Wind and Counsel for the Public previously entered into a Settlement Agreement dated July 9, 2014 resolving Counsel for the Public's Enforcement Claims, which agreement was approved by the SEC on or about April 20, 2015.
- D. Groton Wind and Counsel for the Public are entering into this Agreement to compromise, settle and resolve Groton Wind's Motion to Amend and certain objections thereto.

### AGREEMENT

NOW THEREFORE in consideration of the promises, terms and conditions set forth herein as well as the above stated recitals, the Parties mutually agree as follows:

1. Withdrawal of Objection. Upon execution of this Settlement Agreement Counsel for the Public shall withdraw the Objection and shall state at the hearing that, subject to the terms hereof, he supports the Motion to Amend.
2. Amendment to Certificate. In addition to the amendments to the Certificate set forth in the Motion to Amend, the Certificate shall also be amended to include the following condition:

In the event that Groton Wind and Iberdrola intend to make sizeable changes or additions to the Groton Wind facilities, they will make a filing for a



certificate of such with the SEC in accordance with RSA 162-H:5, I. For other changes Groton Wind will either seek an exemption, file a petition for a declaratory ruling or notify the SEC and the Attorney General of the change, as may be appropriate under the circumstances.

3. Actions by Groton Wind.

(a) Groton Wind shall undertake to organize, schedule and attend a meeting with Counsel for the Public, the NH Electrical Coop, DRED, and the Friends group for Livermore Falls to discuss what, if anything can be done to mitigate the visual impacts of the new poles and wires placed by the NH Electrical Coop on and over DRED's property at the Livermore Falls areas. This undertaking does not obligate Groton Wind to pay for any such mitigation.

(b) Groton Wind agrees to attend a meeting between NHDES and Counsel for the Public to discuss post-construction water quality data for Clark's Brook within 6 months from the date hereof and will consult in good faith with DES and Counsel for the Public, to address any concerns about the amount of the data or any substantive water quality issues revealed by it, and will address any issues reasonably identified by DES as a result of that consultation.

4. Warranties and Representations. In addition to the representations and warranties contained elsewhere in this Agreement, the Parties warrant and represent to each other as follows:

- a. By signing below, each signatory represents and warrants that he/she is authorized to sign this Agreement on the Party's behalf and to thereby bind such Party to the terms of the Agreement.
- b. Each Party represents and warrants to all other Parties that neither the execution of this Agreement nor the performance of any obligations hereunder will violate, or constitute a default under or breach of, any other agreement to which any Party is bound.

5. Settlement and Compromise. It is understood and agreed that this Agreement is a settlement and compromise of disputed claims described herein, and both parties reserve all rights except as expressly settled hereby.

6. SEC Approval. The Parties agree that they shall jointly move the SEC for approval of this Agreement. This Agreement is expressly conditioned upon the SEC's acceptance and approval of all of its provisions without change or condition. If the SEC does not accept this Agreement in its entirety, or if the SEC makes changes to this Agreement, or issues conditions or findings that go beyond the scope of this Agreement and the Motion to Amend, the Settling Parties shall negotiate reasonable modifications to this Agreement if necessary

and possible. Such modifications shall take into account the SEC's determinations, and to the extent possible, maintain the original language and intent of this Agreement.

7. Entire Agreement. This Agreement sets forth the entirety of the agreement between the Parties hereto and supersedes all prior negotiations, agreements, representations, and understandings between the Parties with respect to the subject matter hereof, and any reliance upon any prior negotiations, agreements, representations, and understandings between the Parties is expressly waived and disclaimed.

8. Confidentiality of Settlement Negotiations. This Agreement is the product of confidential settlement negotiations. The content of these negotiations, including any documents prepared during such negotiations for the purpose of reaching settlement, shall be privileged and all offers of settlement shall be confidential and without prejudice to the position of any party presenting such offer.

9. Counterparts. This Agreement may be signed in counterparts and facsimile signatures will be accepted in lieu of original signatures.

10. Successors. The terms of this Agreement shall be binding upon the heirs, representatives, successors and assigns of each Party hereto.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

12. Negotiated Agreement. This Agreement shall not be construed as if it were prepared by one of the Parties, and shall be deemed to have been negotiated by and between the Parties, who are separately represented by counsel. All provisions of this Agreement have been negotiated at arm's length, and this Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision hereof.

13. Survival. All representations and warranties set forth in, and all provisions of, this Agreement shall survive the consummation of the transactions contemplated by this Agreement, and the delivery of any instruments required to be delivered hereunder and be fully enforceable thereafter.

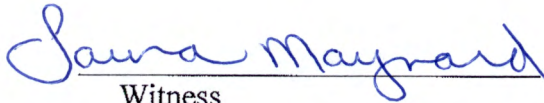
14. Performance of Additional Acts. Each Party agrees that it shall execute and deliver any and all documents and perform any and all acts required on its part or those which may be reasonably necessary to effectuate and complete and facilitate the provisions of this Agreement.

15. Modification of Agreement. Any modification of this Agreement shall be in writing and signed by the Parties.

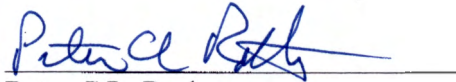
16. Breach and Remedies. Each Party shall retain its rights to pursue legal and/or equitable actions to remedy breach(es) of this Agreement by the other Party.

17. Third Party Beneficiaries. The Parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.



Witness



Peter C.L. Roth  
Counsel for the Public



Witness

Robin Brown  
Authorized Representative

GROTON WIND, LLC,  
an Oregon Limited Liability Company

By: 

Name: Mark Perryman

Its: Authorized Representative

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