

SEC Subcommittee for Antrim Wind  
Robert Scott Committee Chair  
New Hampshire Site Evaluation Committee  
21 South Fruit Street, Suite 10  
Concord, NH 03301

October 3, 2016

SEC Docket Antrim Wind 2015-02

As an active participant in the SEC rule making process, I am deeply disturbed by the arrogance displayed by the applicants for the Antrim Wind project in ignoring the process and rules.

Arrogance because in the process of ignoring the rules, they are sticking their thumbs in the noses of the SEC members, organizations and the public that participated through countless hours of testimony, review and promulgation.

The following are my comments relative to wildlife studies and decommissioning.

Natural Resources/Wildlife:

Only Avian, vernal pools and wetlands studies were done. This project is within a high value wildlife habitat and fragmentation will have an irrevocable effect on this natural environment.

Site 102.57 "Wildlife" means "wildlife" as defined in RSA 207:1, XXXV, namely, "all species of mammals, birds, fish, mollusks, crustaceans, amphibians, invertebrates, reptiles or their progeny or eggs which, whether raised in captivity or not, are normally found in a wild state."

"Site 301.07 (c) Effects on Environment.

(c) Information regarding the natural environment, including the following:

- (1) Description of how the applicant identified significant wildlife species, rare plants, rare natural communities, and other exemplary natural communities potentially affected by construction and operation of the proposed facility, including communications with and documentation received from the New Hampshire department of fish and game, the New Hampshire natural heritage bureau, the United States Fish and Wildlife Service, and any other federal or state agencies having permitting or other regulatory authority over fish, wildlife, and other natural resources."

Antrim Wind's bird/bat expert stated that no studies were done for wildlife. No waivers have been presented, only the mention of phone conversations or acknowledgment of documents received on specific subjects. Antrim Wind says New Hampshire Fish and Game has not requested any other studies however Antrim Wind is required to provide studies based on the application requirements of the Statute.

It was stated in testimony by Antrim Wind consultants that they had emailed Fish & Game and received no response. The consultants did not provide the communication so it's not possible to determine what the nature of their email may have been. This is irrelevant as the Statute is very clear.

"Site 301.08 Effects on Public Health and Safety.

- (8) The decommissioning plan required under (7) above shall include each of the following:
- a. A description of sufficient and secure funding to implement the plan, which shall not account for the anticipated salvage value of facility components or materials;
  - b. The provision of financial assurance in the form of an irrevocable standby letter of credit, performance bond, surety bond, or unconditional payment guaranty executed by a parent company of the facility owner maintaining at all times an investment grade credit rating;
  - c. All turbines, including the blades, nacelles and towers, shall be disassembled and transported off-site;
  - d. All transformers shall be transported off-site;
  - e. The overhead power collection conductors and the power poles shall be removed from the site;
  - f. All underground infrastructure at depths less than four feet below grade shall be removed from the site and all underground infrastructure at depths greater than four feet below finished grade shall be abandoned in place; and
  - g. Areas where subsurface components are removed shall be filled, graded to match adjacent contours, reseeded, stabilized with an appropriate seed and allowed to re-vegetate naturally;"

From the decommissioning document, prepared by TRC 14 Gabriel Drive Augusta, Maine 04330,

"The removal of the foundations will require the use of a hydraulic excavator and hoe-ram, an additional excavator with a bucket, dozers, loaders, and transport vehicles. Foundation removal will start with the excavation of an approximately **8-foot deep trench around the perimeter of the foundation** adjacent to each foundation to accept concrete rubble. The excavated material will be stockpiled adjacent to the trench for use in re-grading. An excavator equipped with a hydraulic ram/impact hammer or comparable equipment, will then remove the top 24 inches of the foundation. All the metal and cable shall be cut off at the new, lower elevation of the foundation so that there is nothing left exposed above the concrete. The metal that is cut off will be separated and recycled. **The concrete that is removed from the foundation will be placed into the trench** and topped with the stockpiled excavated material. The site will then be re-graded and seeded."

The decommissioning as stated in the rules, falls under the SEC jurisdiction as having sufficient funds to un-assemble, recycle, and return the site to its original condition. Although it is customary practice to take existing foundations, demolish and reclaim any recyclables and use the rubble as back fill in the process of building a new facility, road etc, there is not a new facility being built and the concrete, additives and materials are not indigenous to the ridge.

Also, the additional trenching for the burial of construction debris at decommissioning does not fall under the original permit scope. Since this will be 50 years into the future, environmental regulations may change the conditions on trenching and burial of construction debris on a ridge line.

The turbine pads as stated by the Siemens engineer on this job will be about four feet thick and mostly above ground as they will be anchored to bedrock. The site has to be restored to original grade and all infrastructure removed to four feet below grade, not 24 inches as stated in the decommissioning document prepared by TRC.

Funding as described in the decommissioning document, "Antrim Wind Energy, LLC has obtained a decommissioning estimate from Reed & Reed, Inc. (see Attachment A hereto) for the complete decommissioning of the Project in accordance with the plan set forth herein. That estimate is for \$2,775,000.00 Pursuant to AWE's™ Agreement with the Town of Antrim."

An irrevocable letter of credit with no inflation escalators like CPI will be worthless in 50 years. The estimate of \$2,775,000.00 has to be questioned as the town of Antrim is not an expert in the decommissioning of wind farms.

Thank you to the SEC, subcommittee members and subcommittee Chair Robert Scott for continuing the process of inclusion and fairness.

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