



Marcia A. Brown
Attorney at Law

Environmental Law ▪ *Utility Law*

September 16, 2019

VIA ELECTRONIC DELIVERY
Pamela Monroe, Administrator
New Hampshire Site Evaluation Committee
21 South Fruit Street, Suite 10
Concord, N.H. 03301

Re: SEC Docket No. 2015-04
Application of Public Service Company of New Hampshire d/b/a Eversource
Energy for a Certificate of Site and Facility-Seacoast Reliability Project

Dear Administrator Monroe:

Attached please find Ms. Heald's request for leave to reply to Eversource's objection.
Thank you for your assistance with this filing.

Very Truly Yours,

A handwritten signature in cursive script that reads "Marcia A. Brown".

Marcia A. Brown

cc: Electronic Service List

STATE OF NEW HAMPSHIRE
SITE EVALUTION COMMITTEE

Docket No. 2015-04

Seacoast Reliability Project
(Application of Public Service Company of New Hampshire
d/b/a Eversource Energy for a Certificate of Site and Facility for Construction
of New 115k Transmission Line from Madbury Substation to Portsmouth Substation)

REPLY TO EVERSOURCE OBJECTION

Donna Heald, respectfully requests the Site Evaluation Committee (“Subcommittee”) for leave to reply to the Public Service Company of New Hampshire d/b/a Eversource Energy’s (“Eversource”) objection because the objection raises new issues. In support of this request, Ms. Heald states as follows:

1. Eversource argues that landowner activities conducted within its easement are “at risk” unless they have a joint use agreement with Eversource. See Objection pages 2-3 and Objection Attachment I, at 2. This argument in no way displaces the Subcommittee’s jurisdiction over mitigation under RSA chapter 162-H. This argument is also problematic because, if true, then Eversource has no obligation to mitigate effects of its project within any of the easements, such mitigation costs become unnecessary costs, and, therefore, are not recoverable from ratepayers. Eversource can’t have it both ways: get out of its commitments to landowners like Ms. Heald; but then later recover mitigation costs for other landowners from ratepayers.
2. In addition to the function problems created by Eversource’s “at risk” argument, the argument also raises constitutional equal protection, due process, environmental justice, and regulatory taking problems because it asks this Subcommittee to sanction disparate treatment like undergrounding the project for landowners in Newington, avoidance of promised mitigation for Ms. Heald, and destruction of evidence Ms. Heald needs for the dispute resolution process.

These are serious issues that would be wholly avoided if Eversource followed through with the commitments made in Applicant's Exhibit 229.

3. In its objection, Eversource amply describes its efforts to resolve Ms. Heald's concerns yet it fails to disclose that its efforts have been to get Ms. Heald to accept less than what it committed to do in Applicant's Exhibit 229. Since the Subcommittee's order, Ms. Heald has worked toward implementing those commitments, as evidenced by Attachment F to her motion. Importantly, Mr. Berger visited Ms. Heald's property to assess the inventory project, like Eversource's consultant, yet Mr. Berger reached an entirely different opinion than Eversource's consultant and was prepared to oversee the inventory. The inventory would be of the plants in trade and to be entered into the trade that are listed on Attachment H to Ms. Heald's motion and valued, at wholesale, at over \$900,000.

4. Eversource paints Ms. Heald as unwilling to resolve concerns, however, Eversource fails to mention that it has made statements in the field that directly contradict its representations at hearing. Eversource's lack of accountability, consistency, and candor in the field has contributed to the present distrust and urgency. Ms. Heald remains open to resolving her concerns by effectuating the commitments Eversource made in Applicant's Exhibit 229 but Eversource needs to be a partner in that resolution and comply with those commitments, post haste.

5. Eversource argues that Ms. Heald had years ahead of this project to prepare her evidence but that argument evidences Eversource's ignorance of plants because, as Ms. Heald testified, in order to conduct an accurate plant count, the inventory needs to be done in the growing season immediately preceding the project. The argument also overlooks that Eversource has left Ms. Heald in a lurch by telling her, in late July, that it would no longer inventory and move her plant

stock. It is imperative that Eversource not be allowed to deceive Ms. Heald and the Subcommittee and change its commitments so shortly before construction.

6. Due to time constraints, Ms. Heald has not sought parties' positions.

WHEREFORE, for the foregoing reasons, Ms. Heald requests the Subcommittee:

- A. Leave to reply to Eversource's objection; and
- B. Grant any other such relief as is necessary and appropriate.

Respectfully submitted,

Donna M. Heald

By Its Attorney

NH BROWN LAW, PLLC

Date: September 16, 2019



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CERTIFICATE OF SERVICE

I hereby certify that a copy of this objection has been forwarded by electronic means to the electronic service list for this case.

Date: September 16, 2019



Marcia A. Brown, Esq.