

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

**SEC DOCKET NO. 2019-02**

**APPLICATION OF CHINOOK SOLAR, LLC FOR A CERTIFICATE OF SITE  
AND FACILITY FOR THE CHINOOK SOLAR PROJECT IN FITZWILLIAM,  
NEW HAMPSHIRE**

**PREFILED SUPPLEMENTAL TESTIMONY OF HEATH BAREFOOT  
ON BEHALF OF  
CHINOOK SOLAR, LLC  
August 31, 2020**

1   **Q.     Please state your name and business address.**

2   A.     My name is Heath Barefoot. My business address is 700 Universe Boulevard,  
3   Juno Beach, Florida 33408.

4   **Q.     Who is your current employer and what position do you hold?**

5   A.     I am employed by NextEra Energy Resources, LLC (“NEER”) as a Project  
6   Director.

7   **Q.     Have you testified previously in this docket?**

8   A.     Yes. On October 18, 2019, I submitted pre-filed direct testimony in this docket.  
9   That testimony provided an overview of the Project. It also provided background on  
10   Chinook Solar, LLC, including a description of the site and the proposed facility,  
11   alternatives that were considered, the Project’s consistency with the objectives of the  
12   New Hampshire statutes and other public policies; the financial managerial and technical  
13   capability of the Applicant; whether the Project would unduly interfere with the  
14   development of the region; and the Project’s effects on public health and safety,  
15   aesthetics, historic sites, air and water quality, and the natural environment. The

1 testimony also covered the public benefits of the Project and how it serves the public  
2 interest, and a description of the Project's conservation and mitigation efforts.

3 **Q. What has changed since you filed your direct testimony in this docket?**

4 A. Since we submitted the Application to the Committee, we have participated in  
5 informational hearings and a public hearing before the Committee. We have also worked  
6 with consultants hired by Counsel for the Public and the Town of Fitzwilliam. In  
7 addition, we have had subsequent discussions with representatives of different state  
8 agencies. We have reached agreement on a Memorandum of Understanding with the  
9 Town and are still working with the Town on a Payment in Lieu of Tax Agreement  
10 ("PILOT"). Also, Counsel for the Public's consultants have submitted pre-filed  
11 testimony to which I would like to respond. Finally, there are some comments from the  
12 public that have been submitted to the Committee, which I would also like to address.  
13 The testimony of the other Chinook witnesses submitting supplemental testimony  
14 addresses a number of issues in their respective subject areas which I have reviewed and  
15 support.

16 **Q. Is there anything in the July 8, 2020 testimony submitted by Counsel for the**  
17 **Public which you would like to address?**

18 A. While that testimony overall found that the Project would have little impact on the  
19 environment or wildlife, it did express some concerns and have a few recommendations  
20 to which we would like to respond. Dana Valleau and Joseph Persechino are submitting  
21 supplemental testimony that will respond to those points in more detail. I would like to

1 add to that, however, by noting that we have worked hard to respond to the concerns that  
2 Arrowwood expressed. Although we believe we have done everything that state agencies  
3 have required of us, as Mr. Valleau's supplemental testimony and the accompanying  
4 reports indicate, we have made a special effort to try to address the additional concerns  
5 that Arrowwood raised. In terms of the other comments in the Arrowwood testimony, I  
6 support what Mr. Valleau and Mr. Persechino say in their supplemental testimony.

7 **Q. What matters were raised during the public hearing, public information**  
8 **sessions, or comments that have been filed with the Committee which you would like**  
9 **to discuss?**

10 A. One of the concerns that has been raised in a number of comments filed with the  
11 Committee and in public testimony concerns environmental degradation to the Project  
12 area as a result of logging that has occurred over a number of years. As I said at the  
13 public hearing, Chinook Solar has options to lease and purchase the lots that will make up  
14 the Project Area. Those agreements do not give Chinook control over how the land is  
15 used until the options are exercised, which will only be the case if a Certificate is granted  
16 and the Project is built. This means that Chinook has only very limited access to the land  
17 under the option agreements and that does not include the ability to restrict how the land  
18 is being or has been used. When Chinook became aware of concerns about how the  
19 property was being logged and whether this might be viewed as a violation of New  
20 Hampshire law, which prohibits commencing construction on a project until after a  
21 certificate is issued, Chinook sent a letter to each of the landowners. Those letters made

1 clear that any timber harvesting, construction or other land management activity  
2 conducted by the landowner is being undertaken solely for their benefit and has not been  
3 requested or initiated by Chinook. While there are no land-use restrictions under the  
4 agreements, as the letter noted, NH statutes prohibit commencement of construction  
5 activities prior to the receipt of a Certificate of Site and Facility and any activity to  
6 prepare the land for Project construction is therefore prohibited. A copy of one of those  
7 letters is attached to this testimony as Attachment A. Chinook has endeavored to abide  
8 by all laws and rules in New Hampshire to date, and it fully intends to continue do so.  
9 Chinook will also meet the conditions imposed by the Committee if a certificate is  
10 granted and the Project is constructed.

11 One other comment on file with the Committee concerning decommissioning  
12 asked what materials would be installed below a depth of three feet and what impact the  
13 failure to remove those materials would have on the environment. That will be covered  
14 in the testimony being filed by Keith Delallo.

15 Members of the community and Town officials have expressed concern about the  
16 potential for acoustic impacts as a result of the Project. Chinook has taken a number of  
17 steps both before the Application was filed and since then to make sure that necessary  
18 and appropriate sound studies have been conducted to ensure that the Project complies  
19 with applicable local and state noise limits. Marc Wallace's original and supplemental  
20 testimony address these matters in more detail. It is my understanding that as a result of  
21 the additional sound analyses that we have conducted, the language in the MOU (section

1 VI.A), and our commitment to use best practices to limit construction noise, the Town no  
2 longer has issues with potential noise from the Project.

3 **Q. Please provide the Committee an update on discussions with the Town of**  
4 **Fitzwilliam regarding an MOU and a PILOT.**

5 A. We have reached agreement with the Town on an MOU, a copy of which has  
6 been provided to the Committee. We have also been in discussions with the Town over a  
7 PILOT. We have been working with a mediator and it is our hope that we will be able to  
8 reach agreement on a PILOT that is acceptable to both parties.

9 **Q. Is there anything with regard to the Project's collection substation and the**  
10 **utility switchyard that you would like to request from the Committee?**

11 A. As we noted in the Application, once the utility switchyard is constructed, it and  
12 the land on which the substation is located will have to be turned over in fee simple to  
13 National Grid. Further, the land under which the Project's collection substation is  
14 located, will be transferred to another third party owing to contractual obligations. In  
15 order to do that, in the normal course we would have to obtain subdivision approval. The  
16 MOU has language in it (Section V.E) which recognizes these issues, as well as the  
17 preemptive authority that the SEC has over town permitting and other requirements. In  
18 the MOU the Town agrees to support in good faith efforts on our part to accomplish the  
19 recording of the deeds, plans or certificates related to this transfer. We are asking the  
20 Committee in granting a certificate to approve the necessary subdivision of the land so

1 that it can be recorded in the Registry of Deeds and transferred to National Grid and the  
2 other third party, MAP.

3 **Q. What discussions with state agencies would you like to describe to the**  
4 **Committee?**

5 A. Mr. Valteau and Mr. Persechino both provide testimony about discussions with  
6 the New Hampshire Department of Environmental Services and the Department of Fish  
7 and Game in their supplemental testimonies. The only thing I would like to add is that  
8 we also met with the Fire Marshal's Office in February to provide them more detail about  
9 the Project and to offer to answer any questions they might have.

10 **Q. Where do things stand with the ISO New England regarding the Large**  
11 **Generator Interconnection Agreement (LGIA)?**

12 A. The three-party negotiations between the Project, National Grid, and ISO-NE are  
13 nearing completion. It is anticipated that an executable version of the LGIA may be  
14 issued by ISO-NE in early September 2020 pending final legal review. However, the  
15 latest draft issued for review has milestone dates which are not supportive of an October  
16 2021 in-service date as intended by the Project. Discussions are on-going among the  
17 affected parties (the Project, National Grid, Eversource, Unitil, and ISO-NE) to determine  
18 if those milestone dates may be accelerated such that the Project may achieve its intended  
19 commercial operations date. Updates will be provided to the Committee as the timeline  
20 becomes clear and the LGIA is executed.

1   **Q.     Are there any issues relative to the interconnection of the Project with the**  
2   **transmission line of which the Committee should be aware?**

3   A.     We have been discussing interconnection issues with National Grid and  
4   Eversource for a number of months. As we pointed out in the Application, in order for  
5   the Project to interconnect with the National Grid 115 kV transmission line it will have to  
6   cross the Eversource electric transmission right-of-way (“ROW”). While we had  
7   originally believed that the connection would go underground through the Eversource  
8   ROW, it now appears that National Grid would like it to be above ground. In order to do  
9   so, several structures on the adjacent Eversource 345 kV line will need to be raised to  
10  allow the vertical clearance necessary for the 115 kV line loop to pass underneath.

11  **Q.     Does this conclude your supplemental testimony?**

12  A.     Yes.

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Chinook Solar, LLC

October 10, 2018

John Fedier  
310 NH Route 119 East  
Fitzwilliam, NH 03447

**RE: Timber Harvesting, Construction and Land Management Activity on Property Subject to Purchase Option or Lease Agreement with Chinook Solar, LLC**

Dear Mr. Fedier:

Chinook Solar, LLC is in the process of preparing permit applications for the Chinook Solar Project (Project) located in Fitzwilliam, New Hampshire. Property under your ownership is included within a purchase option or lease agreement with Chinook Solar, LLC for the development and operation of the Project. It is our understanding that much of the land on which the Project is proposed to be sited may be actively managed for timber, with harvests occurring periodically or on a regular basis. I am writing to make it clear that any timber harvesting, or construction or other land management activity you are conducting on your property is being undertaken solely for your benefit, has not been requested or initiated by Chinook Solar, LLC, and is not connected in any way to Chinook Solar, LLC or the Project.

The Project and the lands upon which it is proposed will soon be under ongoing review by the New Hampshire Site Evaluation Committee (SEC) and the SEC's associated regulatory and review agencies (including the New Hampshire Department of Environmental Services (DES) and New Hampshire Department of Fish and Game) related to the development and operation of the Project. Until the Project receives a Certificate of Site and Facility from the SEC (Certificate), the written conditions of your agreement with Chinook Solar, LLC do not expressly restrict your continued use of your property. I want to make sure that you understand, however, that a SEC statute prohibits commencing construction of any energy facility within the state unless that facility has obtained a Certificate from the SEC. RSA 162-H:5, I. This means that any timber harvesting or construction or land management activities taking place on the land for the purpose of preparing the land for construction or operation of the Project before it receives a Certificate from the SEC are not allowed.

Although compliance with all applicable laws and regulations is your responsibility, at least until the Project is certificated, I thought it would be helpful to provide a copy of the Guide to New Hampshire Timber Harvesting Laws, including a summary table of land conversion/development harvesting laws, as well as a chart to evaluate permitting requirements for forestry activities, which was developed by the DES. I have also provided a map showing wetland resources located



in the Project area. Additional information regarding timber harvesting can also be found on the DES website at:

[www.des.nh.gov/organization/divisions/water/wetlands/permit-forest-timber-harv.htm](http://www.des.nh.gov/organization/divisions/water/wetlands/permit-forest-timber-harv.htm).

Please note that copies of this letter may be provided to the SEC and the Town of Fitzwilliam, if and when it becomes appropriate or necessary.

I appreciate your attention to this matter. Please contact me if you would like to discuss any of the above in further detail.

Respectfully,

A handwritten signature in black ink, appearing to read "Matt Singer", with a stylized flourish extending from the end.

Matt Singer

Associate Project Manager – Renewable Development  
NextEra Energy Resources, LLC on behalf of Chinook Solar, LLC

Phone: 561-694-3789  
Email: [matthew.singer@nexteraenergy.com](mailto:matthew.singer@nexteraenergy.com)