

Lisa A. Kuntz, Ed.D.
61 Windward Way
Waterford, Connecticut 06385
860-874-7588

January 25, 2024

Board of Selectmen
Planning and Zoning Commission
15 Rope Ferry Road
Waterford, Connecticut 06385

Members of the Board of Selectmen and Planning and Zoning Commission,

I am writing this letter to again voice opposition and concerns and to ask questions regarding the Qualified Data Centers Host Municipality Fee Agreement between NE Edge, LLC and the Town of Waterford dated March 17, 2023. As suggested in a recent meeting by the attorney for NE Edge, LLC, I have reviewed the agreement in its entirety and have ongoing concerns and questions about it. I would appreciate your attention to these concerns and questions and await your response.

-Page 1 and Page 2. On page 1, the agreement states that Waterford is “receptive to such development of the two Qualified Data Centers” and on page 2 the agreement states “the Parties mutually desire to enter into this Agreement”. Can you please explain how this receptivity and mutual desire were determined? Who was consulted? What was the content of these talks?

-On Page 2 Part c under Definitions it references the function of the data centers but does NOT include who will be housed there. Who are the clients? What exactly will be stored? Does the type of data or potential client pose any risk to residents of the town or the area?

-Page 3 indicated that the “Waterford Planning and Zoning Commission” is responsible for approval of this project. What do the present zoning regulations say about a project like this? What is the approval rate when a proposal comes before Planning and Zoning? This is a concern as the representatives for NE Edge, LLC and Old Dominion at the December meeting indicated their intent to bring the proposal to Planning and Zoning this spring. This along with the town being “receptive” and the “mutual desire” previously noted suggest that this decision has already been made despite the statements to the contrary.

-Page 3 (b) discussed the “Qualified Investment”. Which term is presently anticipated for the investment? There is a significant difference between \$220,000,000 and \$400,000,000.

-Page 3, Section 4 indicates the “Owner needs to attain certification under one of more of the green building standards”. Why not require the builder to meet ALL these standards?

-Page 5, Section 7 talks about the construction schedule. What is being proposed? How will the construction process affect sound levels in the area, wildlife, water and electricity, traffic?

While I understand the support of construction related unions for this project, how long is the building of the data centers expected to take? It would seem these jobs are short-term. How many permanent jobs will this project bring to the town?

-Page 5, Sound Analysis indicates there will be a “monitoring protocol plan” for sound. It is not clear who will write this plan. In addition, this agreement specifies that the sound analysis will only last “one week”. While this may be the standard in the industry, in my opinion this is not adequate. This is because the present power plant can be quiet and background noise for periods of time and at other times, the plant is very loud. I sent a video to First Selectman Brule this summer demonstrating the loud sound level on a random summer day. This sample was indicative of the loudness of the plant for five consecutive days that were NOT days the neighborhood had been given notice to expect higher levels of noise. Where will the sensors be placed? By whom? As I have suggested previously, it would go a long way as a good faith gesture if NE Edge, LLC and Old Dominion included sound abatement strategies for the present power plant as part of the construction proposal.

-Page 6 into Page 7 indicates that the data centers will be monitored by a “Project Coordinator” for 60 months. What happens after that? How will the data centers then be monitored for compliance?

-Page 8, Section 13 is unclear. Can and will Old Dominion commit to providing the power for the data centers or not? As I understand it, this project is groundbreaking as it uses nuclear rather than diesel fuel to reduce noise and pollution. What happens if Old Dominion stops providing the power?

-Page 8, Section 14 requires an “Annual Visit”. It would seem prudent for Waterford and NE Edge, LLC to mutually choose independent inspectors. Can this be specified in the agreement?

-Page 9, Events of Force Majeure does not indicate whether the data centers will be required to have flood insurance. Will this be required? If approved, would loss of the data centers in a flood end payment to the town?

-Page 12, Section 17 reads as if a deal has already been made. Is this the case? Is this implied in the principals moving forward to Planning and Zoning?

-Page 15 lists who will receive a copy of this agreement. The final entry is “George A. McLaughlin, III”. Who is this and what is their role?

-Page 16, Section 30 talks about the “confidentiality of sensitive and preliminary information” being respected by the town. This suggests a lack of transparency and information that the voters of Waterford should be afforded in a project of this magnitude and importance to the town. How can this be rectified?

Additional concerns include the following, some of which are partially addressed above, but many of which are NOT addressed at all by the agreement.

-Noise is NOT adequately addressed in the agreement. There is significant noise from the existing power plant and the data centers would undoubtedly add to this. I live at 61 Windward Way in Waterford. My property is less than a half mile from the Old Dominion land. On a consistent basis, the existing power plant emits a “hum”. At times this hum is very loud and interferes with the lives of people in the area. For example, on a day when

the hum is loud, I find I have difficulty concentrating. I realize that when the plant was built it met the requirements at that time. However, the world has only gotten noisier. It is my contention that the existing noise pollution should be addressed before any other projects are considered on this property. In addition, meeting minimum, legally required standards for this project in terms of noise pollution will not preserve the living conditions in the neighborhood and the environment.

-Wildlife is NOT addressed at all in the agreement. This construction will have a significant and potentially devastating effect on wildlife in the area. We have bald eagles, osprey, deer, blue birds, trumpeter swans, herons, egrets, snowy egrets and horseshoe crabs, just to name some of the wildlife which I can readily identify. In addition, I have recently seen a species of plover on our beach. This is not to mention all the sea life. Where will the wildlife go if they lose their habitat? I understand Old Dominion is asking for a waiver, allowing the project to go forward without an environmental impact study. Please do NOT allow this. I understand that Old Dominion sees the 15 acres involved as minimal in the 500 acres they own. Does these 15 acres include parking and the noise/presence of people that will discourage wildlife?

-Water. It is my understanding that the water to cool the equipment in the data centers are part of a self-contained system and that when the water needs to be emptied, it will be taken off site. Will that really happen? Has a recent assessment of the effects of the release of water from the nuclear plant been done? What has the effect been? Where will this water be dumped? I would like to know and understand where the water would be taken and the impact on the environment of that area. Our planet cannot survive if we simply move problems around. We need sustainable solutions.

-Cranberry Pond. Our neighborhood includes Cranberry Pond. This is home to the osprey. From the pond to Long Island Sound, there is an access road to the Dominion property and a pipe for drainage under this road from Cranberry Pond. No one seems to take ownership of the road or the pipe, which needs repair. Even if no other work is allowed, this pipe should be taken care of to preserve Cranberry Pond.

-Traffic. It is my understanding that traffic for construction and future employees of the data centers will NOT affect the Millstone Point Association neighborhood. That seems unlikely. It is my experience that if it is NOT written down that no traffic will be diverted through the neighborhood, it is likely to happen. And what about the other neighborhoods near the site? There will surely be an impact somewhere, which increases noise and other forms of pollution.

-Construction Schedule and Noise. If the project is approved, there will be construction noise. The agreement contains lots of language about deadlines, but does not clearly indicate when the work would take place or how the noise associated with that process

would be addressed. This will have a negative effect on quality of life in the surrounding neighborhoods.

-EMFs. The study of the impact of EMFs appears to be in its infancy. Data centers would seem to emit a large quantity of EMFs. There is nothing in the agreement to address this.

-Transparency. There does not appear to be adequate transparency regarding this process. It has not been well publicized by the town or state government.

I have read the agreement for the data centers available online and can see that the town, Old Dominion and the developer are committed to following the letter of the law. While I appreciate that, I still strongly oppose moving forward. The negative effects on the environment and quality of life in the surrounding neighborhoods far outweigh the benefits.

It is my understanding that in the past, likely before 9/11, citizens from the surrounding neighborhoods were allowed access to trails on the Old Dominion property. If this project is approved, despite the objections of the surrounding neighbors, I encourage the town to push Old Dominion to allow the community access to these trails again. It would seem that the existence of the data centers would open the door to this happening even with federal regulations regarding nuclear power plants.

Thank you for your time and for reading this letter. Feel free to contact me with questions.

Sincerely,

Lisa A. Kuntz, Ed.D.

Dr. Lisa Kuntz
860-874-7588

Copies to:

Robert J. Brule, First Selectman
Rich Muckle, Selectman
Greg Attanasio, Selectman

Jonathan Mullen, Planning Director
Mark Wujewicz, Town Planner
Wayne Scott, Zoning Official
Katrina Kotter, Recording Secretary

Greg Massad-Chair
Timothy Bleasdale
Timothy Conderino
Doris Crum
Victor Ebersole, Jr.
Bertrand Chenard
Gregory Massad
Karen Barnett