

Otero County, NM County Commission Meeting, March 9, 2017,

Deep Borehole Project Stakeholder Update (Walt Coffman, Weed, NM)

Borehole Information meetings, by the contractor TerranearPMC, are coming next week.

During the January meeting all the commissioners stated that they would attend. Should be worthwhile. I hope to see you there.

As a stakeholder I've continued to research and reach out since January. I've had several conversations with folks in Quay county for example (where the CC withdrew support for the DBFT).

I have some concerns about the “consent” process legitimacy:

- **DOE does not define** “consent” but consent is required. There is no way to show “non consent”. However, DOE considers an agency entering in to an agreement (such as an MOA with the Otero County) as consent by that agency for DOE projects. **I urge the Commission not to blanket consent to DOE projects.**

- **No information website** by TerranearPMC has been published. This is March.

- **Community members are being opinion polled** about the project ahead of public information, either meetings or the website.

- **Some stakeholders such as Dell City, Texas** (just a few miles from the site) are excluded.

- **TerranearPMC has made public claims** about the project to the Commission. When I asked for a copy of the project contract they refused to provide a copy citing confidentiality. They did provide one section of the contract (9 pages) titled “STATEMENT OF WORK”

One claim by TerranearPMC is that this project would be limited to one or two holes and that they would be 8-1/2 and 17”. However, a copy of the similar Quay county contract I obtained states something different:

“H.11 PROPERTY USE-DEEP BOREHOLE

The terms of use for the drill site (e.g., lease, easement, license, or permit, etc.) must include a provision that allows the US Government, at its sole discretion, to continue to use the site for authorized purposes under the contract for the duration of the contract’s maximum period of performance (five years), plus an option to be exercised at the sole discretion of the Government, to use the site for up to an additional period of five years after completion of the contract’s period of performance. This option must: (1) give the Government and its contractors the right to further test, drill and/or improve the characterization deep borehole and **to drill one or more additional deep borehole(s) of differing sizes and configurations on the site for additional research purposes**; (2) include the monthly and the full cost/price to the Government for using the site for the additional five-year period; and 3) must be transferrable to a bona fide third party (i.e., another DOE contractor) that would use the site for the activities specified in (1) above. The inclusion of this option does not obligate the Government to exercise the option.”

Also of interest might be clean up liability. Contract states:, “Government and the Contractor agree that the Government’s authorization is a complete equitable adjustment for the site’s improvements and the use of them. The Contractor assumes all future liability for the site and its improvements and hereby releases the Government from any and all liability for further equitable adjustments or monetary damages of any kind or amount attributable to such facts or circumstances giving rise to the site and any of its improvements. ***This includes releasing the Government of any and all liability, including any liability for site usage, clean up, restoration, etc., of the site and its improvements.***”

To date I have not found the DOE process open and transparent. Further DOE community “consent” seems contrived, kinda pasted on as an afterthought.