

CONNECTICUT SITING COUNCIL

IN RE:

THE UNITED ILLUMINATING COMPANY (UI)	:	
APPLICATION FOR A CERTIFICATE OF	:	
ENVIRONMENTAL COMPATIBILITY AND PUBLIC	:	DOCKET NO. 516
NEED FOR THE FAIRFIELD TO CONGRESS	:	
RAILROAD TRANSMISSION LINE 115-KV	:	
REBUILD PROJECT THAT CONSISTS OF THE	:	
RELOCATION AND REBUILD OF ITS EXISTING	:	
115-KILOVOLT (KV) ELECTRIC TRANSMISSION	:	
LINES FROM THE RAILROAD CATENARY	:	
STRUCTURES TO NEW STEEL MONOPOLE	:	
STRUCTURES AND RELATED MODIFICATIONS	:	
ALONG APPROXIMATELY 7.3 MILES OF THE	:	
CONNECTICUT DEPARTMENT OF	:	
TRANSPORTATION’S METRO-NORTH RAILROAD	:	
CORRIDOR BETWEEN STRUCTURE B648S	:	
LOCATED EAST OF SASCO CREEK IN FAIRFIELD	:	
AND UI’S CONGRESS STREET SUBSTATION IN	:	
BRIDGEPORT, AND THE REBUILD OF TWO	:	
EXISTING 115-KV TRANSMISSION LINES ALONG	:	
0.23 MILES OF EXISTING UI RIGHT-OF-WAY TO	:	
FACILITATE INTERCONNECTION OF THE	:	
REBUILT 115-KV ELECTRIC TRANSMISSION	:	
LINES AT UI’S EXISTING ASH CREEK, RESCO,	:	
PEQUONNOCK AND CONGRESS STREET	:	
SUBSTATIONS TRAVERSING THE	:	
MUNICIPALITIES OF BRIDGEPORT AND	:	NOVEMBER 2, 2023
FAIRFIELD, CONNECTICUT	:	

**PRE-FILED TESTIMONY OF MICHAEL SCHINELLA,
ON BEHALF OF INVEST II, LLC**

Q1. What is your name and address?

A1. My name is Michael Schinella and my office address is 1100 Kings Highway East, Suite 2A Fairfield, Connecticut, 06825.

Q2. Have you ever previously testified before the Connecticut Siting Council (the “CSC”)?

A2. No.

Q3. Why are you testifying before the CSC in this proceeding?

A3. I am providing testimony on behalf of the Invest II, LLC (the “Invest”) to address the major negative impacts of this Application on property owned by Invest at 111 Black Rock Turnpike in Fairfield, Connecticut (the “Invest Property”).

Q4. Can you please tell me about Invest Property?

A4. Yes, the Invest Property consists of approximately 1.93 acres of commercial land with a 27,000+/- sf building, related improvements and a parking lot. The building is leased to Elicit Brewery (“the Tenant”) which is currently in the construction phase.

Q5. Does UI propose to take an easement(s) on the Invest Property?

A5. Yes, unfortunately UI proposes to take an easement approximately twenty feet (20ft) in depth along the northern edge of the parcel.

Q6. Does UI propose to construct any monopoles that will impact the Invest Property?

A6. Yes. UI proposes to install a one hundred- and thirty-foot (130ft) monopole (P721ES) on property that appears to be around the boundary line of the Invest Property on the adjacent property owned by CT DOT. Invest requested information and documentation from UI in its interrogatories to verify the location of the monopole but has not yet received the responses and documentation from UI.

Q7. Is Invest opposed to granting the easement to UI on the Invest Property?

Q7. Yes, Invest is adamantly opposed to granting the proposed easement to UI.

Q8. What is Invest’s position with regard to UI’s Application?

A8. Invest is opposed to the Application for many reasons, including but limited to: 1) UI’s takings via the temporary construction easement and restrictions in the permanent easement (identified as attachment BWC-8-1 in the record) will result in certain violations of the terms (Landlord’s obligations) set forth in the lease agreement with the Tenant; 2) the Tenant has already been experiencing major setbacks in the development of its brewery due to the Application, and anticipates dealing with other continued problems with their business operation from the Application; 3) the Application will significantly reduce the value of the Property; and 4) the Application may result in environmental damage to the Invest Property and/or the surrounding area.

Q9. How do you believe the temporary construction easement will negatively impact Invest Property?

A9. For a significant period that will be around eighteen (18) to thirty-six (36) months, UI will burden the Invest Property with a temporary construction easement that provides for a “temporary workspace area” and ingress/egress over the Invest Property for construction equipment, trucks and personnel, which is in addition to the area of the permanent easement. The Tenant will need to somehow plan to alter its business operations to accommodate UI’s construction activities and the temporary workspace which will burden the Invest Property for an 18-to-36-month period that will take place at some unknown future time.

Q10. Why would the permanent easement negatively impact the value of the Invest Property?

A10. The easement agreement provides UI with the right to “continued maintenance” including for future repairs, expansions, and relocations, all of which require ongoing access to the Invest Property which may impact the business operations of the Tenant. The easement gives UI the right to remove obstructions considered to be within or projecting into the easement area. If UI decides in the future they want to relocate or expand equipment and any of the Tenant’s improvements are in the way, UI will have the right to remove it at will, leading to another violation of the lease agreement with the Tenant.

The easement provides that the owner of the Invest Property will need to get UI’s consent for any future construction and that UI can withhold its consent if UI determines that the proposed construction “**might be** liable to cause damage to or otherwise adversely affect any of the Facilities”. Based on the way UI has acted so far with affected property owners such as myself, the Town and the public, I do not believe I can rely on UI to act in good faith and timely provide its consent for any plans for new construction where UI can refuse to provide its consent if it decides in its sole discretion that the construction **might be** liable to cause damage or otherwise adversely affect any of its facilities.

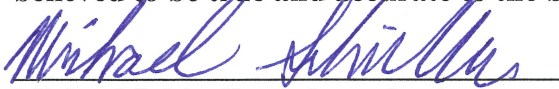
Q11. How do you believe the Application will negatively impact your tenant?

A11. The Application has already required the Tenant to make major changes to its plans for the new brewery. For example, due to the Application the Tenant was forced to already significantly fund their architect to revise its plans for the project. There may be additional design changes that need to be made to further address impacts from the Application. The Application will require the Tenant to change the location of its outdoor biergarten to a location on the Invest Property which is far less desirable, and which will result in a significant decrease in the square footage area of the biergarten. The Tenant’s operations will be negatively impacted by the “temporary workspace area” that will be in existence for over a year and having to deal with the unknown ingress/egress of construction equipment, trucks and personnel to construct the monopole.

Q12. Does this conclude your testimony?

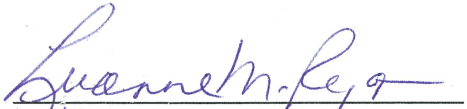
A12. Yes.

I, Michael Schinella, duly authorized on behalf of the Invest II, LLC, duly sworn, hereby verify that this statement was prepared by me or under my direct supervision and is believed to be true and accurate to the best of my knowledge and belief.


Michael Schinella, duly authorized

11-2-23
Date

The above signed, Michael Schinella, personally appeared before me and verified that the above pre-file testimony for the Connecticut Siting Council is true and accurate and that she adopted it by her free act and deed on this 2nd day of November, 2023.


Luanne M. Ryan
Commissioner of Superior Court
Notary Public/
My Commission expires

LUANNE M. RYAN
NOTARY PUBLIC
State of Connecticut
MY COMMISSION EXPIRES AUG. 31, 2027

RESPECTFULLY SUBMITTED BY:
INVEST II, LLC

BY: /s/ Mario F. Coppola
Mario F. Coppola, Esq.
Matthew L. Studer, Esq.
Berchem Moses PC
1221 Post Road East
Westport, CT 06880
Telephone No.: (203) 227-9545
Facsimile No.: (203) 226-1641
Email: mcoppola@berchemmoses.com
mstuder@berchemmoses.com
Their Attorneys