

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 DONALD SHERMAN,
ON BEHALF OF INTERNATIONAL INVESTORS, GP**

Q1. What is your name and address?

A1. My name is Donald Sherman 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 International Investors, GP (the “International”) to address the major negative impacts of this Application on property owned by International at 1160 Kings Highway Cut Off in Fairfield, Connecticut (the “International Property”).

Q4. Can you please tell me about International Property?

A4. Yes, the International Property consists of approximately 7.4 acres of commercial land with a Stop and Shop supermarket building, related improvements, and a parking lot.

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

A5. Yes, UI proposes to take an easement varying in width from approximately twenty-five feet (25ft) to forty-one feet (41ft) in depth along the rear of the parcel.

Q6. Does UI propose to construct any monopoles on the International Property?

A6. Yes. UI proposes to install a one hundred- and five-foot (105ft) monopole (P703), which will be located approximately seventy feet (70ft) from the northwest corner of the building.

Q7. Is International opposed to granting the easement to UI and the proposed construction of the monopoles on the International Property?

Q7. Yes, International is vehemently opposed to granting the proposed easement to UI and to allow the construction of the monopole on the International Property.

Q8. Is International going to voluntarily grant the easement(s) to UI or is UI going to need to exercise eminent domain to take the proposed property rights from International?

Q8. International will not voluntarily grant the easement(s) to UI and UI will need to exercise eminent domain to take the proposed property rights away from International.

Q9. What is International’s position with regard to UI’s Application?

A9. International is adamantly opposed to the Application for many reasons, including but limited to: 1) UI’s placement of the monopole and 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) there will be a substantial loss of parking on the International Property both on a temporary basis and permanent basis; 3) the Application will create major problems for commercial loading, unloading, and shipping

which are essential uses for the tenant; 4) the Application will create major problems for the flow, ingress and egress of traffic on the Property; 5) the Application will significantly reduce the value of the Property and 6) I believe that the Application may result in environmental damage to the International Property and/or the surrounding area.

Q10. How do you believe the temporary construction easement will negatively impact International Property?

A10. For a significant period that will be around eighteen (18) to thirty-six (36) months, UI will burden the International Property with a temporary construction easement that provides for a “temporary workspace area” and ingress/egress over the International 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 International Property for an 18-to-36-month period that will take place at some unknown future time.

Q11. Why would the permanent easement negatively impact the value of the International Property?

A11. 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 International 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 International 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”. Ironically, UI’s proposed construction and restrictions set forth in its easement agreements are likely “to cause damage or otherwise adversely affect” our tenant’s business operations. However, we have no right to withhold our consent to UI’s planned construction and taking of land rights on our property. Why should UI have that right of consent/refusal for future construction while at the same time not allowing us (the actual owners of the International Property) to have that same right?

Q12. Does this conclude your testimony?

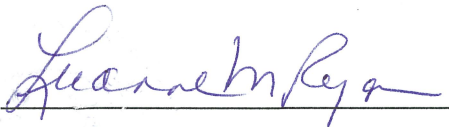
A12. Yes.

I, Donald Sherman, duly authorized on behalf of the International Investors, GR, 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.


Donald Sherman, duly authorized

11-2-2023
Date

The above signed, Donald Sherman, 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.



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:
INTERNATIONAL INVESTORS, LLC

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