

This is site 7786 prior to construction.

In summary, the easement grants no rights to Eversource to destroy regulated inland wetlands, to create regulated wetlands, to build new roads, and to do work in the upland review area without regulatory approval, and the easement grants no rights to Eversource to regrade the land and change natural drainage patterns. This illegal activity on the Spaulding/Yeisley property potentially exposes the owners to claims by federal, state, and local governments, which claims they would then deny because Eversource acted independently, intentionally, and unlawfully. Regardless, the threat and the possible need to defend weigh heavily on the owners.

The easement should be restored to its original grade and replanted with what was there before.

4. Introduction of Invasive species.

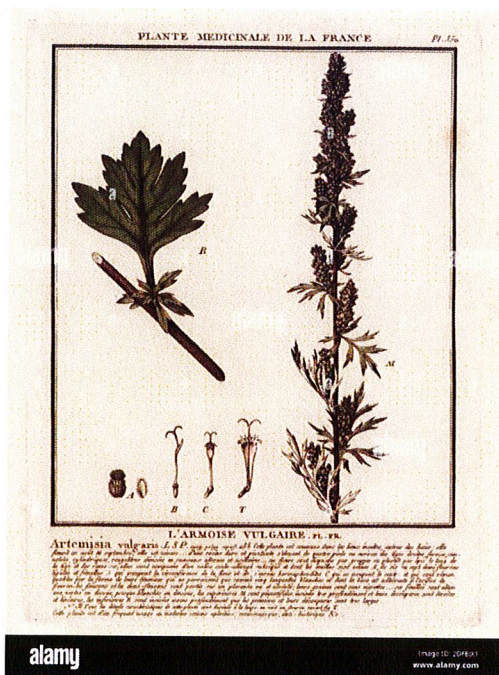
Eversource contractors have admitted that the fill material utilized on this project introduced the invasive species known as mugwort to easement. The mugwort has now taken over both sides of the Eversource-built road from one end of the easement to the other. Before construction photographs depict land covered with low trees and brush. Eversource close cut

mowed the easement which allowed this invasive species to proliferate and take over the easement as the dominate species. On a neighbor's property where Eversource also laid down stone fill without disturbing the soil, and without close cut mowing, the area shows little to no evidence of this invasive plant.

The vast disturbance of land on the Spaulding/Yeisley property, the clear-cutting of timber, the close to the ground mechanical mowing of the easement, all contributed to the proliferation of this invasive plant. This fact is detailed in the attached REMA report (Exhibit 9) and detailed in part below. REMA is an environmental consultant retained by Cory R. Spaulding and Leslie A. Yeisley. They have studied the easement and surrounding land in detail and noted this fact among the several adverse environmental impacts caused by the illegal and unauthorized work in the easement:

Soil compaction and disturbance by heavy equipment also damaged existing herbaceous plants and soils along the ROW, and **fostered colonization by noxious invasive plant species**, especially common mug wort (*Artemisia vulgaris*).

After logging to widen the ROW **increased light levels are accelerating invasive plant infestation of forest edges**, on Spaulding land. Restoration has not taken place following multiple types of vegetation and soil disturbance caused by ROW maintenance activities.



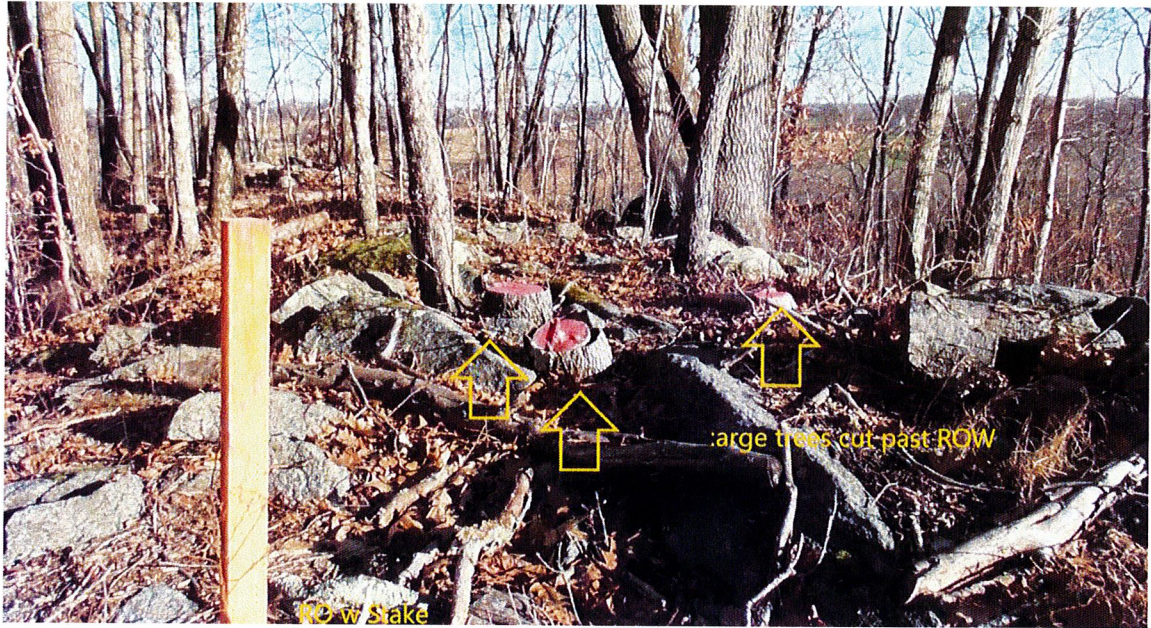
5. **Clear cutting, tree removal, land destruction, and filling outside the easement from sites 7784 to sites 7787.**

Eversource has rights under the easement and that easement has described legal bounds: **“the right to trim, cut, take down and remove at any and all times such trees, parts of trees, limbs, branches, underbrush and structures within or projecting into the above described right of way as in the judgment of the grantee may interfere with or endanger any of said electric lines or other operation, whenever they are erected.”** The evidence in the field is that Eversource clear cut trees and brush approximately 15 feet beyond the easement bounds on each side of the easement. This means that Eversource destroyed by clear cutting approximately 1.23 acres of forest land belonging to the property owners that it had no legal right to trespass upon or alter.

The easement contains the word “remove” and that word is associated with the words trim, cut and take down. The easement in its simplicity implies that both the grantor and grantee shall not interfere with each other’s rights under the easement. Eversource failed to remove the trees and brush it cut and instead left the debris scattered throughout the easement. The failure of Eversource to remove what it cut now burdens the owners’ rights and use of the property.



This image is from 7785 to 7786:



This is a photo from the east side of site 7786 where large trees were removed outside the easement.



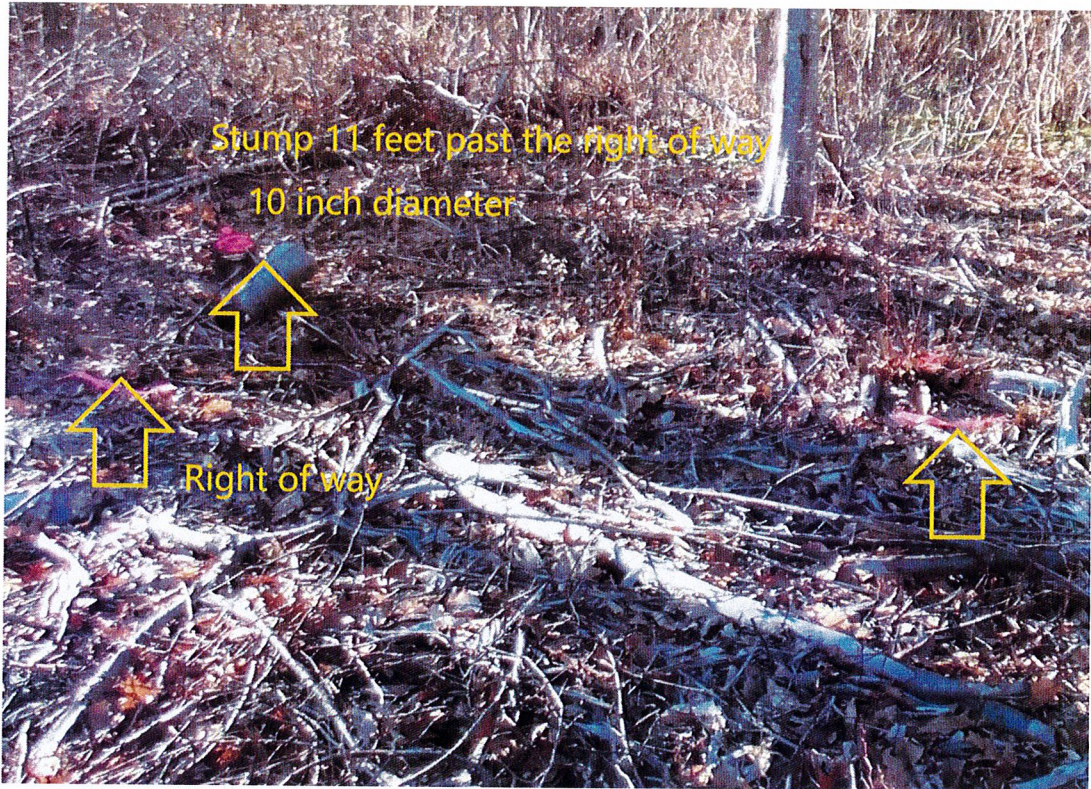
This is another example of the clear cutting of trees outside the easement.



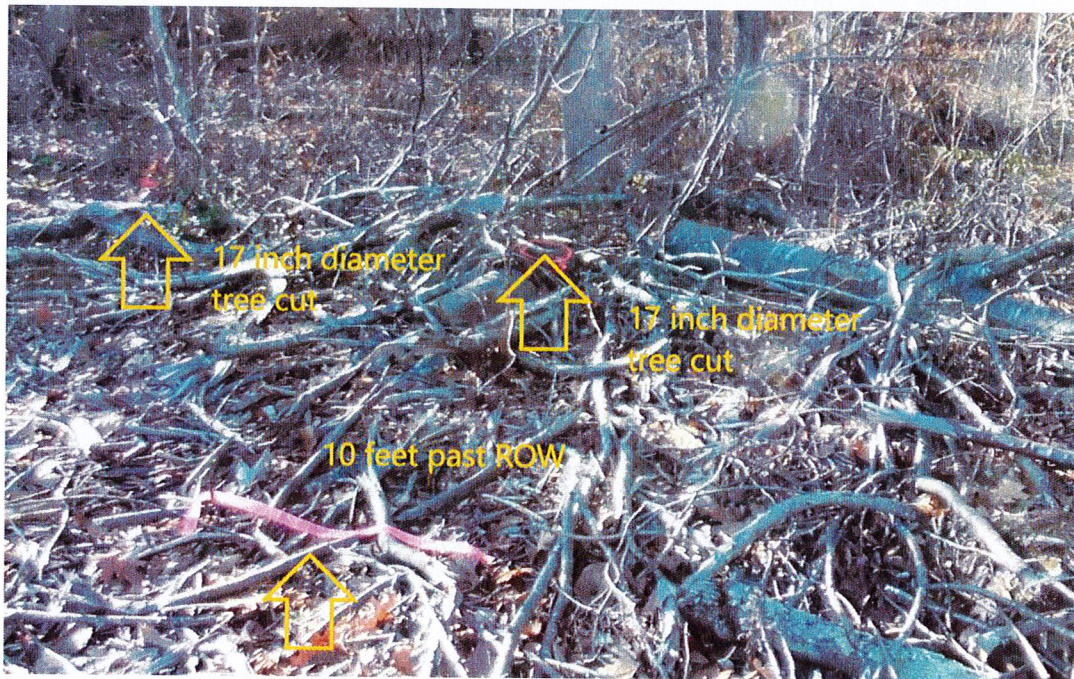
This photo depicts crushed rock fill deposited outside the easement and the debris left near site 7786.



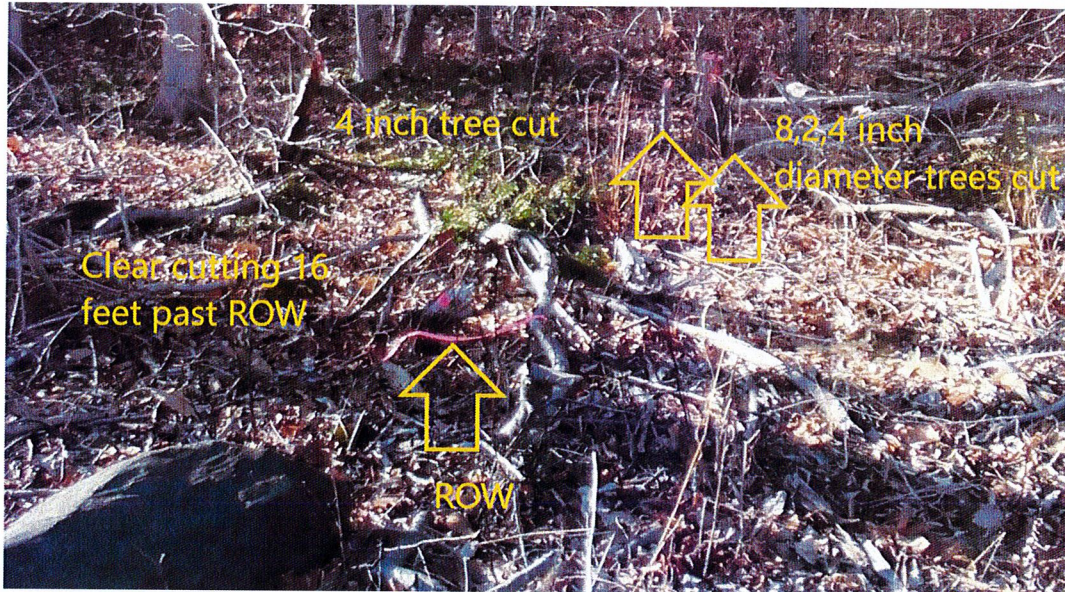
This photo shows the Eversource placed stake that defines the ROW limit at site 7785. Note the extensive filling and grading outside of the easement.



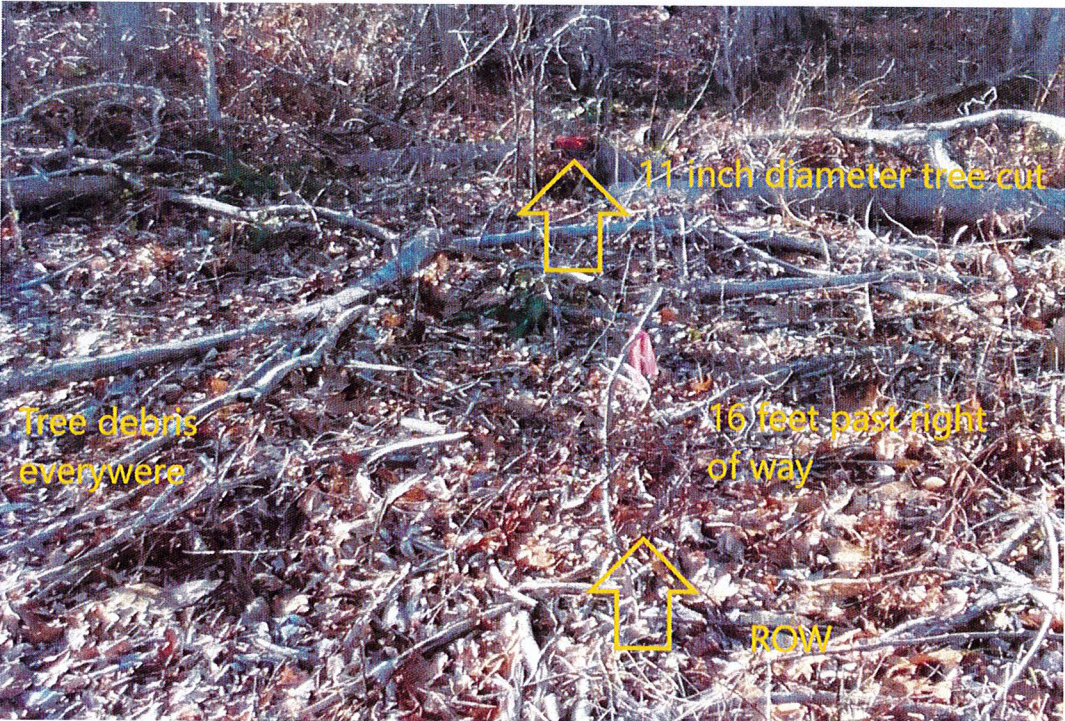
This image from 7786 to 7787 shows a 10-inch diameter tree taken down 11 feet outside the easement.



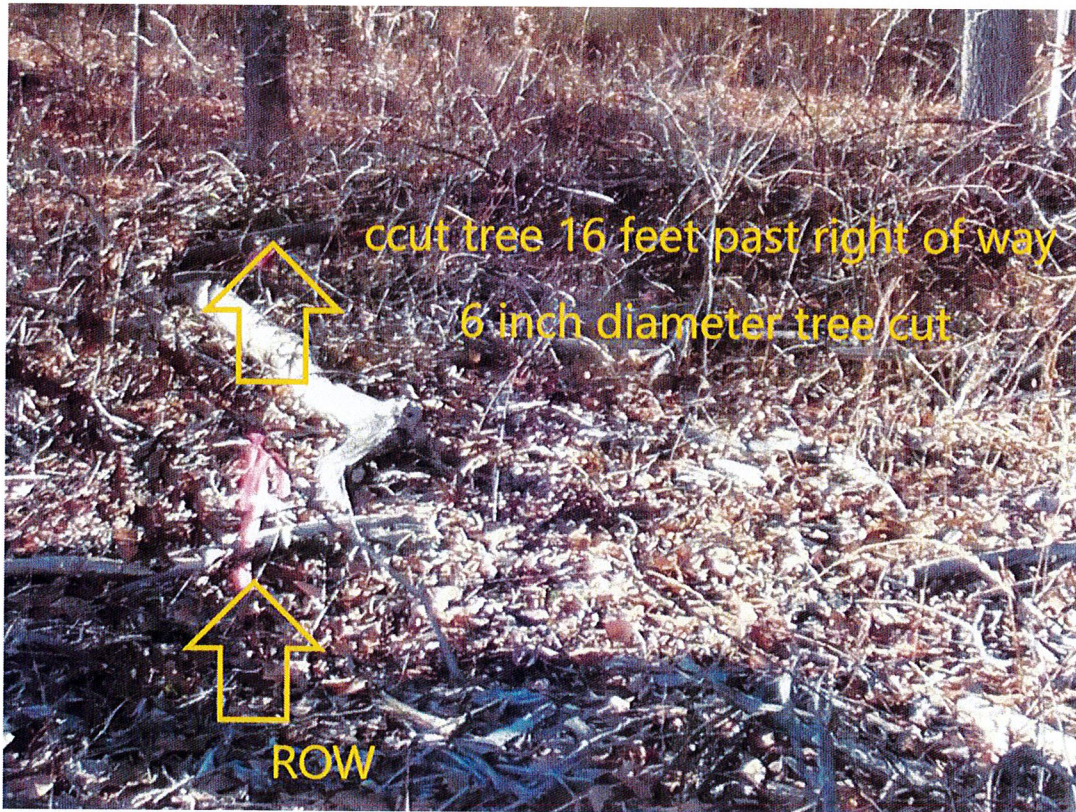
And this, showing a 17-inch diameter trees cut down 10 feet beyond the easement.



Same area, 11-inch diameter tree cut down 16 feet beyond the easement.



And this, 16 feet outside the easement, and still clear cutting of timber.



And here, 16 feet outside the easement, a 6-inch diameter tree is cut down.



At site 7786 on the west side is this evidence of all the trees cut down outside the easement and the debris left.

Instead of selective removal of trees and leaving shrubs and saplings in place, on this property the entire right-of-way was mechanically close cut mowed by Eversource, using very large mowing equipment. Eversource has the right to cut and remove vegetation within the easement: **“the right to trim, cut, take down and remove at any and all times such trees, parts of trees, limbs, branches, underbrush and structures within or projecting into the above described right of way as in the judgment of the grantee may interfere with or endanger any of said electric lines or other operation, whenever they are erected.”**

The operative language regarding the indiscriminate close-cut mowing of virtually the entire easement is **“in the judgment of the grantee may interfere with or endanger any of said electric lines or other operation.”** First, reasonableness is fairly implied in Eversource’s judgment. Second, the vegetation must be reasonably likely to interfere with or endanger the electric lines or other operations. The small trees should have been left. The bushes, so important to the habitat, should not have been cut. It was unreasonable for Eversource to determine that the saplings, shrubs, and tall grasses endangered their electric lines. Among other things, the clear cutting burdened the easement, violated the Connecticut Environmental Protection Act, and created an erosion hazard in environmentally sensitive areas.

The likely reason for this extensive overcutting has to do with the labor required to selectively limb trees. The workers were out in the woods, out of sight of anyone, and took the quick path to clearing any limbs overhanging the easement area that **“may interfere with or endanger any of said electric lines or other operation”** by taking down whole trees, rather than going up in bucket lifts and trimming back at the easement boundary as they were required to do. One cut from the ground is much easier and cheaper for Eversource versus a half dozen or more cuts in the air from a bucket truck.

The property owners were never notified of any trees inside or outside the easement that presented a danger to the electric line operations and they find it implausible for Eversource to be able to defend that trees of the diameter depicted posed any threat to the electric lines whether located inside or outside the easement.

Eversource, by their own recent staking out of the easement lines, has established the easement boundaries and hence demonstrated that extensive work and tree clear cutting was done outside of the easement bounds, and areas outside of the easement were filled. The easement provides Eversource with no rights outside of the ROW bounds. In exceeding the ROW bounds Eversource has trespassed and damaged the Spaulding/Yeisley property unlawfully.

Eversource and its contractors have failed to resolve the issues with Mr. Spaulding and Ms. Yeisley:

When Mr. Spaulding first discovered the extent of damage done at site 7785 by Eversource, he contacted Eversource and ultimately met with Mr. James A. Rasile. Mr. Rasile’s business card which he provided to Mr. Spaulding during this first meeting states he is the construction project manager for Eversource, includes an Eversource email address, and

indicates he works for BHI Energy. During this meeting Mr. Rasile explained that he was the manager for this project and responsible for the work performed. Mr. Rasile made significant verbal promises of remedial action to correct the issues that have been discussed in this document. None of those promised remedial actions were ever performed.

Mr. Spaulding then complained to the Siting Council which directed Eversource in a letter to address the environmental concerns Mr. Spaulding had raised. Later, Eversource provided assurances to the Siting Council that all concerns and environmental issues had been resolved by Eversource in conjunction with Mr. Spaulding. That was not true. It could not have been true when stated, because only later, on April 13, 2023, did Eversource submit a remediation plan to Mr. Spaulding and Ms. Yeisley.

In a project closure filing with the Siting Council Eversource also certified that all work was performed as detailed in the permit. That was not true because the work varied from the approved plans, e.g., the construction of the road and failure to properly use wetland mats as mandated.

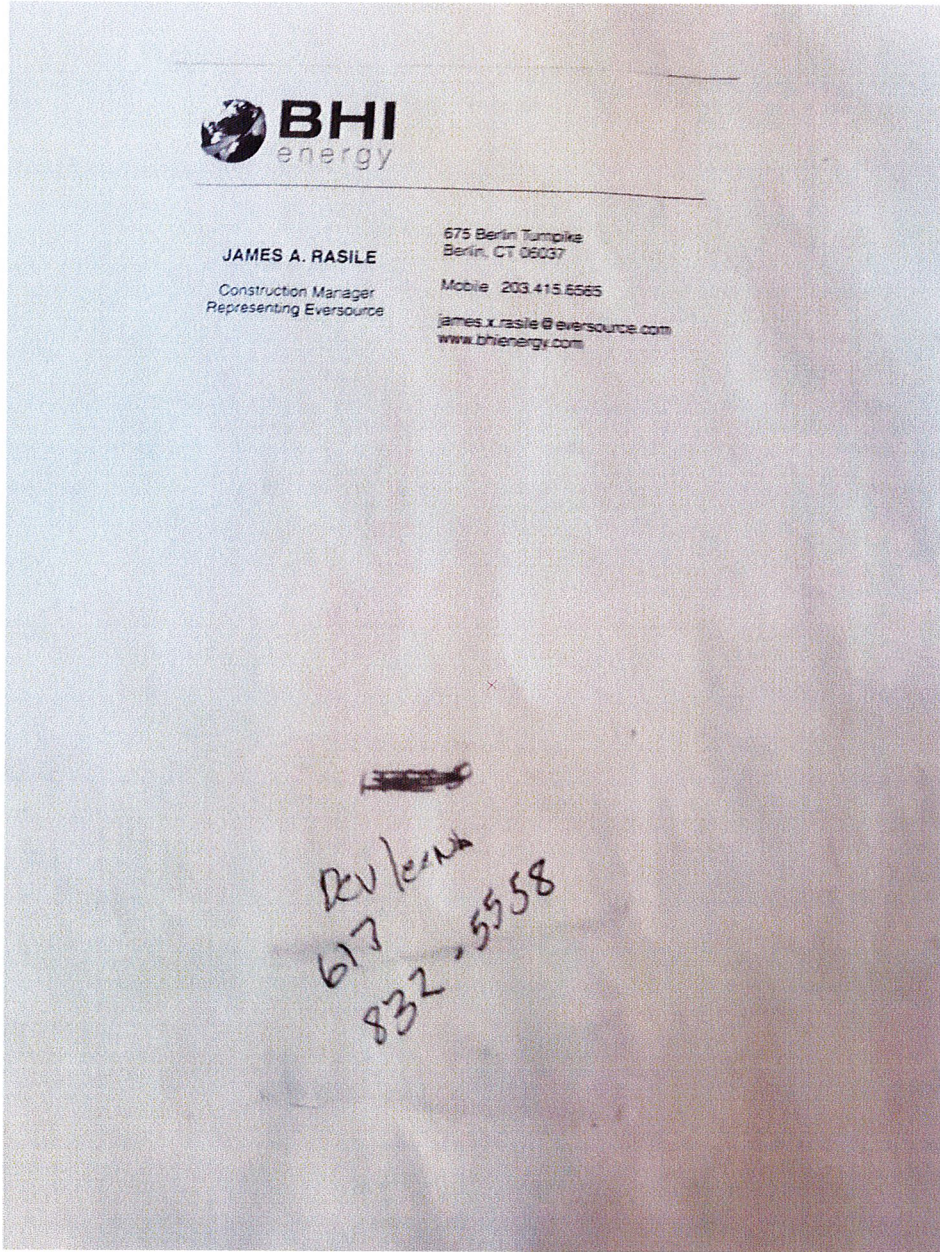
At a later point in time, Mr. James A. Rasile, Eversource Project Manager, falsely accused Mr. Spaulding of stealing Eversource property. Mr. Spaulding believes that these unfounded accusations were made with the knowledge of Ms. Devleena Gosh-Brower, an Eversource Project Manager.

Mr. Rasile became aware that Eversource contractors had given Mr. Spaulding permission to remove old, discarded power poles from a site on Route 66 in Columbia, Connecticut, and that Mr. Spaulding would be removing those poles on Saturday August 14, 2021. On that day Mr. Rasile showed up at the Columbia site, accompanied by an unknown BFI employee, confronted Mr. Spaulding, and accused him of theft of Eversource property. During this confrontation, Mr. Rasile made Mr. Spaulding keenly aware that he knew who Mr. Spaulding was, that he knew Mr. Spaulding resided on Beaumont Highway in Lebanon, and that Mr. Spaulding was the one who had filed all the complaints regarding damage to his property by Eversource. After making Mr. Spaulding aware of these facts, Mr. Rasile then handed Mr. Spaulding a handwritten note with the word "Devlena" and a phone number of 617-832-5558. See image of the business card and note below. Mr. Rasile then instructed Mr. Spaulding to call "Devlena" and said "maybe we can make this whole problem go away".

Mr. Spaulding felt that Mr. Rasile was attempting to intimidate him. Mr. Spaulding rejected Mr. Rasile's request to call Devlena and that he would not be pressured in any way. Mr. Spaulding stated that he had committed no crime, had permission to be on the site, and had obtained prior permission to take old poles. Considering the magnitude of what had just occurred, Mr. Spaulding immediately gathered up his equipment and left the site with no Eversource property, all under the watchful eye of Mr. Rasile.

On or about August 20, 2021, two police officers came to Mr. Spaulding's Beaumont Highway residence and stated that they were investigating a complaint of theft of Eversource property from Route 66 in Columbia. Mr. Spaulding cooperated with the police, showed them overwhelming evidence that no crime had in fact been committed or contemplated, that in fact

Eversource contractors had given Mr. Spaulding permission to take the poles, and that other Eversource employees and contractors were attempting to intimidate him. Mr. Spaulding was not arrested and presumes the police closed the complaint as unfounded. Mr. Spaulding possesses additional documentation to show that he had the permission of Eversource contractors to be on the site and to take the discarded property.



This photo is a copy of Mr. Rasile's business card and the note handed to Mr. Spaulding by Mr. Rasile.

Eversource proposed new work, new Eversource contractors, and the Eversource Remediation Plan:

Mr. Spaulding and Ms. Yeisley over the last few months have met with Eversource contractors that are planning new work and new pole replacement on the property on behalf of Eversource. During these meetings and inspections, the parties discussed the damage done during prior Eversource work.

On April 13, 2023, at the request of Burns McDonnell, an Eversource contractor, the parties met at the Spaulding/Yeisley residence to “discuss remediation plans”. The contractors submitted to Ms. Yeisley and Mr. Spaulding an Eversource version of a remediation plan that touched on a fraction of the issues discussed in the previous months.

The plan was titled “Spaulding Property Restoration” map sheet 1 of 1. The written plan and the verbal explanation presentation provided by the group at the meeting of that written plan did not align. This anomaly was brought to the specific attention of the contractor’s project manager, Ms. Heather Hayes. The written plan called for a 100-foot cut in the topsoil berm to drain the wetlands created by Eversource and to “restore preexisting drainage patterns”. The verbal explanation was that the 590-foot-long berm that everyone acknowledged exists was going to be removed entirely and deposited at site 7785 to smooth out the greater than 3:1 slope that Eversource created when they excavated out the hillside. The written plan does not detail what will be done with the 100 feet of top soil to be removed and does not detail if or how the entire 590- foot berm will be removed. At site 7785 the plan calls for the adding fill from an unspecified origin to “soften the grade”. No details of how much fill or to what grade the slope will be softened is detailed.

The contractor’s verbal plan when reflected upon in detail is to take the topsoil which is now fully contaminated with the invasive plant species mugwort that was introduced to the area by Eversource with the road fill material and infest another area of the easement with this invasive plant species to soften the steep slope Eversource created by excavating the hillside. This is again another example of Eversource utilizing material owned by Mr. Spaulding and Ms. Yeisley (the topsoil) to the benefit of Eversource.

The one-page plan left with the property owners has 12 general notes that do not appear to have any correlation to map sheet 1 of 1. General notes 7 and 8 discuss wetland invasive species, wetlands that contain invasive species, and vernal pool best management practices. Both notes reference detail sheet 2, which was never shown to or left with the owners.

The map identifies wetland areas. When asked who delineated them, when they were delineated, and why no wetland delineation flags were on the property, no answer was available. The owners believe that Eversource utilized old maps depicting the wetland that existed previously. Considering that Eversource has full knowledge of the extent that that they impacted the existing wetlands, it is highly irregular, deceptive, and unprofessional for Eversource to utilize old wetland delineations when they possessed knowledge that those wetlands were drastically impacted. Perhaps this is why no Eversource environmental professionals were at the meeting. The owners believe that Eversource did not want to have a new wetlands survey done

because it would show the newly created wetlands and highlight the magnitude of what Eversource did when it built the berm. Eversource chose to use old wetlands data knowing full well that the wetlands delineation may have changed and call the work “restore preexisting drainage” rather than use the more accurate description that they would of drain the created wetlands.

The map details that approximately 10 water bars are to be installed on the steep sloped escarpment of the existing access road that never existed prior to Eversource unlawfully building it. Eight water bars drain to the east and 2 drain to the west. The problem with this is that the access road in this area is 2 to 6 feet below the adjacent land area. This is because when Eversource constructed this new road, they excavated the road area down approximately 2 feet and mounded up the existing topsoil to both sides of the road.

To install the detailed water bars Eversource would be required to excavate this highly erodible escarpment further by excavating holes in the mounded-up topsoil. Water cannot run uphill. The water bars once installed will divert water from the road onto another part of the escarpment which is also a highly erodible area that was close cut mowed by Eversource which destroyed the natural erosion protection vegetation for the area the water is being diverted to. In summary, the Eversource plan concentrates water via water bars from one highly erodible area (the road) and diverts this concentration of water onto another highly erodible area in which Eversource previously destroyed the natural erosion protection by clear cut mowing.

A map note states that the water bars “may need to be graded level to facilitate access during construction” and “reinstall” ... following construction, indicating that the water bars will be installed, removed during construction, and then reinstalled after construction. Why a restoration map has notations about the restorations being removed during some unspecified construction work and then being reinstalled after some unspecified construction work remains a mystery.

Map note 12 states that for grade changes on the work pad tie-in on slopes greater than 3:1 a reverse sloping bench is needed for every 15 feet of elevation change per “Connecticut Guidelines for Soil and Sedimentation Control Manual”. The map does not show the slope grades by ratio or explain how this note applies to this remediation plan. It is known that Eversource, when working at site 7785 did in fact create slopes greater than 3:1. The map does depict some elevation gradients but for reasons unknown is completely missing the gradient information from steepest part of the slope where this 3 to 1 or greater slope is known to exist. The area is instead identified with a red oval and labeled as “add fill to work pad side slope to soften the grade”.

The map shows water bars being installed about every 25 feet along part of the escarpment yet other areas the escarpment which also have an Eversource road, have a similar slope, and have eroded, have no water bars proposed to be installed. The entire area below the level area of the terraced escarpment that Eversource built at site 7785, that has also washed out, has no erosion protection being installed.

Eversource previously installed an unknown amount of water bars on this slope and all have washed out. No details of these previously failed water bars exist on the plans nor is there any explanation as to how the new water bars will be different than the old ones that washed out. Eversource built this road without any permits, so it appears that no engineering or as built drawings exist. No plans or engineering for the work Eversource did in this area has ever been shown to the owners or is available as a matter of public record.

The map detailed installing wetlands mats to cross the wetlands previously destroyed by Eversource. When asked from whom Eversource would seek permits for this wetland crossing the answer was that Eversource is self-reporting to the USACE. When asked if this was going before the Siting Council the answer was no. When shown a Connecticut OLR research report detailing that Connecticut regulated wetlands jurisdiction over public utilities was transferred from local wetlands control to the Siting Council for this KV of a transmission line, the contractor had no comment. When asked again as to who reviews or permits Eversource's work in regulated wetlands for this wetlands work described, the answer was the same, we "self-report to the USACE".

The map identifies the area from site 7786 to site 7784 as "highly erodible soil". This is the same area that Eversource was granted permits from the Siting Council to use wetland mats for access for its pole replacement at site 7784 but chose to build themselves a road. The proposed remediation plan does not address any erosion protection measure for the highly erodible soil between sites 7785 and 7784.

The plan details the gravel pads installed during previous construction at sites 7786 and 7785. The map depicts each pad as being within the ROW when in fact the ROW stakes put up by Eversource recently confirm that the pads extend well beyond the ROW. When the contractor was asked what was going to be done about this specific filling beyond the ROW intrusion, the verbal reply was we are going to pull them back to within the ROW. The map details that they are within the ROW presently.

This and other map anomalies previously detailed bring into question the accuracy and validity of the entire map presented.

Although the contractors appeared to be sincere in their efforts, it was immediately apparent that they had no authority to deal with the magnitude of the issues involved and had no answers or remediation plans for the remaining 90% of the issues.

The permitting process for the crossing of the gas line is a long, time-consuming process. It requires detailed investigation into what equipment will be crossing the pipeline, the weight of the equipment, and the ground pressure exerted by the equipment. This is compared to the depth of the pipe underground where crossing is anticipated, the soils covering the pipe, and the protection measure being installed over the pipe to prevent ground disturbance and equalize the weight distribution of the vehicles that are proposed to cross the pipeline. Special permission from the pipeline owner is required prior to crossing.

Wetlands are regulated in Connecticut and require permits when working in or near identified wetlands. Since the entire easement is blocked by wetlands, permits are required to cross. The acquisition of these permits is another time-consuming process.

The southern end of the easement is blocked by steep grades, wetlands, and a brook. The escarpment located at site 7785 is in the middle of the easement corridor and also has a very steep slope. The road on this steep slope is washed out.

In summary, the only access to the northern part of the easement is blocked by two obstacles and even if those obstacles are overcome, one can only travel to site 7786 where the road traverses down a steep hillside that is washed out. The only access to the southern portion of the easement is via The Old Mill Road, which is a private road owned by Mr. Spaulding and Ms. Yeisley.

Eversource wasted vast sums of ratepayer money illegally constructing roads that it cannot use.

How Eversource Violated Its Own Best Management Practices:

Had Eversource followed their own BMPs, as they are lawfully required to do, most of the damage done to the Spaulding/Yeisley property would never have occurred.

The best management practices (BMPs) for activities within its powerline easement that Eversource commissioned is the CONSTRUCTION & MAINTENANCE ENVIRONMENTAL REQUIREMENTS BEST MANAGEMENT PRACTICES MANUAL FOR MASSACHUSETTS AND CONNECTICUT, Prepared For: Eversource Energy Environmental Licensing and Permitting Group 107 Selden Street Berlin, CT September 2016, available at https://portal.ct.gov/-/media/CSC/1_Dockets-medialibrary/Docket_461A/DevelopmentandManagement/VolumeII_Part1_115kvDoubleCircuitUndergroundTransmissionLines/AppendixDEversourceBMPSeptember2016pdf.pdf

The BMPs are mandatory: “Regardless of whether a specific permit is needed for the work, construction and maintenance projects must follow internal environmental performance standards, which is the purpose of these BMPs.” Sec. 1.1 at 1-1.

Without going into detail on the numerous ways in which Eversource has violated its own, self-imposed BMPs for work in powerline easement areas, a few provisions are worthy of highlighting.

Nothing in the guidebook authorizes the construction of 100 foot x 100 foot gravel or stone work pads for any work pads other than timber.

The only work pads allowed are timber and they are intended to be removed upon the completion of the improvements. To see what a typical work area looks like with proper soil erosion and sedimentation controls, profoundly different that the large amount of crushed rock used in this easement, see the image at AI-29 of the BMPs.



Typical view of light mulching atop unstable, seeded soils.

Notice also in this illustration from the BMPs that the existing native vegetation has been retained and is flourishing. In the easement in this case Eversource mowed down all the vegetation, right to the ground, contrary to the preservation requirements of the BMPs, and thereby “opened the door” to invasive species which have now taken over in several areas. As the owner’s environmental consultant observed: “All along the access road, mugwort swaths, ten to twenty feet wide, are dense and mature, with five-foot tall dead stems, remaining from the 2021 growing season.” At REMA 3.2.2.

The extensive and unnecessary destruction of the existing vegetation has been documented by the owners’ environmental consultant:

“Extensive direct losses of vegetation and wildlife habitat occurred between 2018 and 2020 when brush-hogging/mowing at more frequent intervals (except within wetlands) replaced the long-standing former practice of selective tree sapling removal, while leaving shrubs intact. Most of the native shrubs in our region die when cut close to the ground every 3 years or so.

ROW widening by clearcutting forest edges also removed much vegetation. The recently cut swath on the west side of the ROW, north of Pole #7785 is up to 30 feet wide. ROW widening, and conversion to a low, open cover type has increased fragmentation of the local landscape, such that the other forested land within the subject property has become less valuable for wildlife, in particular for forest-interior species, and for birds that forage along natural forest edges and in shrublands.” At REMA 4.1.

BMP Section 4.1.5 – Post Construction requires the contractor to monitor for invasive species. As detailed by REMA, the invasive species have taken over the easement. Where was the Eversource invasive species post construction monitoring?

The BMPs expressly provide in Section 5 Rehabilitation and Restoration 5.1 Restoration that “All areas disturbed by construction, repair, and maintenance activities shall be substantially restored to pre-construction conditions.”

All the Siting Council permitted work that was performed in this easement was maintenance and was subject to the BMP regarding rehabilitation and restoration.

New construction is treated differently since the site is changed with the new construction and cannot be restored 100% to its pre-construction conditions

“Maintenance projects” is a defined term in the BMPs:

“Maintenance Projects: Typically consist of activities limited to the repair and/or replacement of existing and lawfully located utility structures and/or facilities where no substantial change in the original structure or footprint is proposed. Maintenance activities also include vegetation management.” At 1-3

Maintenance projects are not “new construction” as defined in the BMPs:

“New Construction: Construction of new transmission or distribution facilities that previously did not exist or construction that substantially modifies existing facilities. All new (and existing) construction projects are required to go through a full permit review by the Eversource Environmental Licensing and Permitting Department.” At 1-3.

New access roads were constructed on the property without federal, state, or local permits as required under the BMPs:

“3.4.1 New Access Roads New access roads are generally associated with new or large-scale projects that have separate permitting requirements. Construction of new access roads will be based on plans that are reviewed and approved by applicable federal, state,

and local agencies. If a new access road is needed and not associated with a large project, notify the Environmental Licensing and Permitting Group to make a decision on best access routes and identification of the necessary permits and approvals required to construct the new road. **Permit requirements must be followed.**” [emphasis in the original] At 3-3.

In constructing the new, unauthorized access roads, Eversource failed to follow its own requirements for erosion and sedimentation controls, leading to widespread erosion and sedimentation through large areas of the easement:

“Erosion and Sedimentation Controls Construction personnel are reminded to control erosion and flow conditions during access road construction or maintenance by utilizing the following erosion and sedimentation measures which are described and illustrated further in Appendix A....” At 3-5.

The impact of the failure to use the BMP-mandated soil erosion and sedimentation controls has led to significant damage as documented by the owners’ environmental consultant:

“Since the shrubland cover type was brush-hogged, runoff levels and soil erosion have increased, especially in the steep southern portion of this ROW segment. This is due to diminished tree and shrub cover to intercept vegetation, and more exposed soil. Hillside soils are increasingly skeletonized. The increased runoff volumes from the large impervious pads and stone-covered roadways have washed the fine sediment and gravel from between the larger stones as fine particles are washed away. Trails have become difficult for Mr. Spaulding and his wife to use, either on foot or using their small four-wheeled recreational vehicle. Recreational value is diminished along the ROW because the trail down the steep southern portion of his ROW segment.

Rather than remaining in place, germinating, and becoming established, a high proportion of seeds are washed downhill or fail to become established because the bony soil holds insufficient moisture for germination. Invasive seeds are also washed downhill, exported to the off-site Susquetonscut riparian corridor, along with the sediment washed off the steep hillside.” REMA at 4.5.

Eversource failed to consider alternate access, manual access, limited trips, and aerial access, all of which could have been utilized in the easement area. Access via The Old Mill Road would have eliminated much of the damage done to the Spaulding/Yeisley property. Failure to utilize this viable and previously utilized alternative violates Eversource’s own BMPs:

“Alternate Access

- Manual access. Consider accessing work areas on foot through terrestrial areas and/or by boat through open water or ponded areas. Smaller projects (e.g., repairs to individual structures or parts of structures) do not categorically require the use of heavy machinery and should be accessed manually to the extent practicable.

- Limit trips. Multiple trips through a wetland have shown to increase the potential for damage and requirement for matting. Try to limit trips to one in and one out. Use of overhead/aerial access (e.g., helicopters)
- Using overhead or aerial equipment can be expensive and is not always feasible, but it may be appropriate in some situations in order to get vehicles and other equipment to a site that may be otherwise very difficult to access. The use of overhead and/or aerial equipment may be beneficial for work in areas where large water bodies, deep crevices, or mountainous areas hinder ground access.” At 3-22, 23

Eversource failed to properly employ mats as mandated by the Siting Council over a steep escarpment, but instead excavated and filled the escarpment with crushed rock to create a new road and constructed a massive manmade terraced escarpment where none previously existed ... all in direct contravention of the requirements of the BMPs:

“BMP - General Design: New and Existing Access Roads

Where practicable, construction access roads should conform to the contours of the land, avoiding grades steeper than 10 percent and creating side slopes no steeper than a ratio of 2:1. If the side slopes are steeper than 2:1, then use of engineered slope stabilization methods may be necessary, consider the volume and type of construction traffic as well as the extent that natural ground must be altered to accommodate the traffic. If no grading is required and the construction traffic is very intermittent (i.e., access roads used to maintain utility lines) the measures used may be limited to water bars, or some top dressing with gravel or stone in areas where the vegetation over soft soil is destroyed by traffic. During wet weather, these roadways can generate significant quantities of sediment if not constructed with adequate stormwater management and erosion control measures. During an active construction or maintenance activity, inspection of the construction access road and the associated erosion and sedimentation measures should be conducted by the person(s) designated at the pre-construction meeting, should occur regularly while the activity is occurring, and repairs to controls should be made in a timely matter. Repairs may include regrading and/or top dressing the traveled surface with additional aggregate to eliminate ruts, as well as those repairs required by each erosion and sedimentation measure used. When the roadway is no longer needed on a regular basis, the access road should be reviewed to ensure that the road is left in a condition that prevents future erosion and sedimentation (i.e., installation of water bars, gravel, etc.). In some cases, permit conditions may warrant that the access road be removed and that the disturbed area be seeded and mulched as required to match the pre-construction conditions.”

Eversource improperly installed wetland mats to cross a wetland area. This protection system failed and ended up destroying the wetland area. The installer failed to elevate the mats in direct contradiction to Eversource BMP’s for crossing wetland areas.

“3.4.3.1 Best Management Practices – Construction in Wetlands The following are BMPs that are applicable to new access roads in wetlands and are described at the following tab:

Construction Mats (includes Elevated Construction Mats and AlturnaMATs) – Tab 2A” At 3-23.

“Construction Mats (i.e., timber or swamp mats) Applications: Wetland crossings, rut minimization • Used for access where the ground surface is unstable due to shallow, standing water, saturated soils, or other substrates not suitable for heavy vehicles.” At 3-25.

The project planners and contractors failed to follow requirements to avoid and minimize environmental and historical impacts is required by the BMPs:

“3.1 Avoidance and Minimization Avoidance and minimization should always be considered before beginning any construction or maintenance project. Take appropriate measures to avoid construction impacts to wetlands, waterways, rare species habitats, known below and above ground historical/archeological resources, and other environmentally sensitive areas. Use existing ROW access whenever practicable. Keep to approved routes and roads and do not widen or deviate from them. Consult with the Environmental Licensing and Permitting Group, when avoidance is not practicable, to determine measures to minimize the extent of construction impacts. Alternate access routes and/or staging areas that will minimize construction impacts to the natural environment may be considered.” At 3-1.

The project planners and contractors failed to consider and control invasive species in their work as required by the BMPs:

“Other Considerations Other regulated factors taken into consideration during the project planning process include the presence of protected (i.e., threatened, rare or endangered) species, non-native invasive plant species and/or historical and archaeological resources. Special requirements may need to be evaluated as part of new construction and/or some maintenance activities.” At 2-2.

“4.1.5 Post Construction Post-construction inspections of restored areas will be conducted at regular intervals throughout the growing season, as required by any applicable permits, and/or after major storm events. Sites should be inspected for success or failure of revegetation, invasive species colonization, and erosion and sedimentation. In the event additional measures are required to achieve site restoration and stabilization, corrective actions shall be identified and implemented.” At 4-2.

“Disturbed wetland areas shall generally be allowed to revegetate from the natural seed bank. Measures to discourage the establishment or spread of plant species identified as non-native, invasive species by federal or state agencies shall be utilized. Environmental Licensing and Permitting can evaluate whether to let the wetland vegetate naturally.” At 5-3.

Eversource failed to follow its own BMPs in that it did not substantially restore the easement to its pre-construction conditions.

“5.1 Restoration All areas disturbed by construction, repair, and maintenance activities shall be substantially restored to pre-construction conditions. Please refer to Appendix A Section I for photos and typical for loaming, seeding, and mulching. Prompt restoration minimizes the extent and duration of soil exposure and protects disturbed areas from stormwater runoff. Stabilization should be conducted as soon as practicable. Where appropriate, it is preferable to allow wetlands to naturally revegetate.” At 4-3.

The result of Eversource’s failure to follow its own BMPs and its unauthorized activities outside of the easement are summarized by the owners’ environmental consultant:

“Based on this analysis, it is our professional opinion, that Eversource’s ROW maintenance activities since 2017 have caused long-term adverse impacts on the property owned by Mr. Spaulding and his wife. These activities have harmed the property’s environmental and ecological resources, including its plant communities and the wildlife that uses the property. Some activities also took place outside the Eversource ROW. Others were within the ROW and subject to the ROW easement, but the required restoration activities that should have reduced the extent of adverse impacts were never carried out.” REMA at 5.0.

The easement and the surrounding 64 acres of property are agricultural land as defined by the State of Connecticut. The property is designated as forestry acreage which in Connecticut is agriculture. Eversource failed to follow its BMPs as to agricultural lands.

“5.3 Work in Agricultural Lands

Transmission lines often cross agricultural lands. In some instances, this may affect ongoing agricultural activities in and around the ROWs. If a construction or maintenance project occurs on agricultural lands, Eversource will work closely with landowners, licensees and stakeholders to minimize agricultural impacts. Whenever practical, Eversource will make reasonable efforts to coordinate the schedule of construction-related activities around the growing and harvest seasons to minimize the impacts on agricultural operations. When this is not practical, Eversource will pursue reasonable measures to mitigate any impacts. Eversource recognizes that disturbed soils, or soils compacted by heavy construction equipment, may affect the soil’s ability to support certain agricultural activities. Eversource will take reasonable steps to avoid or minimize soil compaction and will restore soils that are compacted by construction equipment. Eversource will also work with affected landowners to determine the appropriate method for restoring the soils, and is open to discussing and implementing the landowners’ alternative restoration suggestions. After the transmission improvement is complete, Eversource will remove all construction-related equipment and debris from the ROW.”

Eversource interrupted the ongoing agricultural activity, destroyed forestry crops, failed to minimize agricultural impacts, failed to mitigate their activities, unnecessarily disturbed and compacted soils, failed to restore soils to pre-construction condition, and upon completion of the work failed to remove all debris from the ROW.