

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

**REQUEST FOR INTERVENOR AND PARTY STATUS FOR CORY R. SPAULDING
AND LESLIE A. YEISLEY IN PETITION 1566**

PETITION TO THE CONNECTICUT SITING COUNCIL FOR A DECLARATORY RULING OF NO SUBSTANTIAL ADVERSE ENVIRONMENTAL EFFECT FOR THE PROPOSED MODIFICATIONS TO THE EXISTING 1080/1490 AND 1080/1070 LINES IN THE MUNICIPALITIES OF LEBANON, FRANKLIN, BOZRAH, AND NORWICH, CONNECTICUT.

May 22, 2023

Cory Spaulding and Leslie Yeisley are the owners of property located on Beaumont Highway in Lebanon Connecticut. CL&P / Eversource Energy, has proposed in petition 1566 modifications to the 1080/1490 and 1080/1070 Lines, 115-kilovolt (“kV”) transmission lines, generally referred to as maintenance activities to existing structures to comply with the National Electric Code (NEC) standards and to remove an existing ground wire that runs the entire length of the line and install a fiber optic communications cable system described as an OPGW.

We claim that our legal rights, duties and privileges will be specifically affected by the Council’s decision in the proceedings and that our participation in the proceedings is in the interest of justice and will not impair the orderly conduct of the proceedings.

Contact information for proposed party’s

Proposed party’s: Cory R. Spaulding and Leslie A. Yeisley

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Intervenor Status

Manner in which intervenor’s participation is in the interests of justice and will not impair the orderly conduct of the proceedings:

We possess detailed knowledge of existing adverse environmental conditions that have not been disclosed by Eversource in petition 1566. We plan to demonstrate to the Council that the work proposed in petition 1566 will exacerbate the existing adverse

environmental conditions and create new ones. Eversource proposes in petition 1566 to do additional work in the same areas that the present adverse environmental conditions exist as well as expand their work to include additional areas of our property. We plan to demonstrate that previous work performed by Eversource on our property has resulted in the present adverse environmental damage and conditions that exist. We have no confidence that present Council protocols will ensure that Eversource will perform the proposed work with proper environmental stewardship. Our information, testimony and documents are in the interest of justice in that the information we provide will assist the Council in making a fully informed decision on the petition. The Council has previously stated that it has the responsibility under the Public Utilities Environmental Standards Act to take all reasonable steps to ensure that each facility is constructed, maintained, and operated in compliance with a declaratory ruling issued by the Council for a jurisdictional facility. Our information, testimony and documents will show that the present steps utilized by the Council have not been effective in insuring that past declaratory ruling, specifically, petition 1293 and the construction associated with them were performed according to the plans submitted by Eversource and authorized by the Council. Our information is in the interest of justice, will be fact based, and presented to the Council in an orderly manner. We will further demonstrate via testimony and documents that petition 1566 is so flawed in depicting present conditions and so flawed in its depiction of the proposed work that it would be a travesty of justice for the Council to approve this work and allow the needless adverse environmental impacts to occur that this petition would create if approved as presented.

Our participation in the proceedings is in the interest of justice in that we have evidence and testimony to present to the Council that the work as proposed in petition 1566 will harm, pollute, and impair the natural resources of the state, including our property.

Our information, testimony and documents are relevant to the present proceedings and in the interest of justice in that the work proposed in petition 1566 and the way the petitioner proposes to do that work, is similar if not identical in description to the previous petitions proposed scope of work involving this same area. Since the previous work resulted in significant adverse environmental harm, this information is relevant in that the Council is charged with determining if the present proposed work requires a Certificate of Environmental Compatibility as well as charged with evaluating the potential for adverse environmental impacts from the proposed work. Failures in the past are directly related to the present work proposed in petition 1566.

Our information, testimony and documents will show that Eversource previously performed illegal work on our property without Council approval. We plan to demonstrate to the Council that previous work performed by Eversource was not exempt work and required Council approval. In petition 1566 Eversource is proposing to do additional work on top of the previous illegal work which will cause greater environmental damage than has presently occurred. This information is in the interest of justice in that the Council is charged with preserving the environment to the greatest

extent reasonably possible and the information that we provide will assist the Council in performing their legislative mandate.

Our participation will not impair the orderly conduct of the proceedings in that we are both business professionals by trade and conduct ourselves in a business-like manner. Our participation is intended to provide fact-based information to the Council that is relevant to the proposed petition so that the Council can make a fully informed evaluation and decision on the petition while at the same time preserving our rights, duties and privileges.

We have information, testimony and documents that demonstrate that Eversource's past actions and failure to accurately depict the present existing conditions and environmental issue on our property in petition 1566 has eroded the public trust advanced to them by the Council. This information is in the interest of justice in that the Council has presently entrusted significant public trust in Eversource via allowing them to self-certify their own work.

Intervenor and Party Status

Manner and extent to which intervenor and party proposes to participate:

We request to be granted full intervenor and party status and to be allowed to fully participate in the proceedings as allowed by law. We request to be able to present oral and written testimony on the proposed petition, call witness to provide testimony relevant to the petition, submit documents to be entered into the record as evidence, inspect and copy records, cross examine the petitioner and any witnesses the petitioner produces, submit written questions to the petitioner, and to request via the Council, that the petitioner produce documents relevant to the proceedings.

Intervenor and Party Status

Statutory authority for intervenor and party status request

We are requesting intervenor and party status pursuant to Sections 4-177a, 4-176, 16-50n, 16-50o, 22a-120, 22a-163j and Council regulations 16-50 j -13 thru 16-50 j -17, 16-50j-43,

We are also requesting party status as an intervenor under the Connecticut Environmental Protection Act ("CEPA"), which permits any person to "intervene as a party upon the filing of a verified pleading asserting that the proceeding or action for judicial review involves conduct which has, or which is reasonably likely to have, the effect of unreasonably polluting, impairing or destroying the public trust in the air, water or other natural resources of the state." See Conn. Gen. Stat. §§ 22a-19, 22a-20.

Intervenor and Party Status

Nature of evidence that the petitioner plans to present under Party and Intervenor status.

We intend to present evidence to the Council that alternative access to certain sections of the ROW on our property was known to Eversource and not disclosed to the Council in the past petition 1293 and petition 1566. We propose to demonstrate that this alternate access is feasible, has been utilized by Eversource contractors in the past, and if utilized previously would have eliminated 80% of the past environmental damage done to our property. We intend to demonstrate that if the alternate access is used for work proposed in petition 1566 that significant additional environmental damage to our property can be eliminated.

It is our intention to demonstrate to the Council that petition 1566 is required to contain information required in RSCA Section 16-50j-59 - Information required and that the petition as presented does not contain the required information.

It is our intention to demonstrate to the Council that petition 1566 contains work for compliance with NEC requirements. The Council previously established minimum filing requirements for NEC compliance work and that Petition 1566 does not contain the previously established Council minimum requirements.

It is our intention to demonstrate that the Council previously established a procedure handling transmission facility asset condition maintenance improvements to comply with updated National Electric Safety Code clearance requirements. The procedure is detailed on the Council web site under sub petition filing guides. It is our intention to demonstrate to the Council that petition 1566 has comingled NEC code compliance / asset maintenance work with the new work of installing a fiber optic communications and as a result petition 1566 is in conflict with previously established Council procedures.

It is our intention to demonstrate to the Council that petition 1566 is for two separate and distinctly different types of work, namely NEC compliance maintenance work and new work to install a fiber optic communications system, OPGW. We intend to demonstrate that the petition has comingled the environmental impacts and public need for two separate items of work and that in order for the Council to make a proper and reasonable determination as the petition requests that the two items of work need to be separated and the environmental impacts and public need for each be identified separately. We intend to demonstrate that it is impossible, as the petition has been submitted, to weigh the benefits and detriments of each item of work when benefits and detriments are comingled.

We intend to raise the issue that petition 1566 is proposing to install a fiber optic communication system which we believe raises the issue of if this project is now classified as a telecommunications project which may require additional review and be required to contain additional information under the applicable regulations for telecommunication projects.

We intend to raise the issue that petition 1566 contains no information in reference to the data capacity, size, and visual impact of the OPGW system proposed to be installed.

We intend to present evidence that many different types of OPGW cables exist on the market today which have different capacities, size, and visual impacts. We intend to raise the issue that the petition fails to identify the data transmission capacity of the cable compared to the justification presented in the petition for the cable. We intend to question if there is a public need for the capacity of the OPGW system proposed to be installed compared to the data requirements for the justification of the system provided in the petition.

We intend to present evidence to the Council that the self-certification process and public trust relied upon for petitions submitted to the Council is a severely flawed verification system. This evidence will be in the form of reviewing a past Council approved plan for this petitioner for work in this same ROW as the present petition and comparing it to the work that was performed by the petitioner. The evidence will be in the form of photographs and professionally verified work products that demonstrates that this petitioner when performing the actual work described in this past petition grossly deviated from the submitted plan and did substantial adverse environmental damage to our property that the petitioner is aware of, refused to correct, and did not disclose to the Council in this petition. We intend to present evidence that will show that the existing conditions described by Eversource in petition 1566 do not align with the present existing conditions on our property and that these existing conditions are material to petition 1566. The past and present petition information comparison is applicable to this petition in that both petitions are structured nearly identical, and the Council presently still utilizes and relies upon public trust and self-certification with this petitioner for the accuracy of submitted information and certification that the project was completed as presented in the petition.

We intend to show that petition 1566 is so grossly inaccurate in its depiction of present existing conditions and vagueness of proposed work that the submitted information cannot be relied upon to make any reasonably accurate environmental determinations.

It is our intention to present to the Council evidence that this petitioner on at least two occasions has certified to the Council in writing that certain specific work had been performed as specified when in fact that work had not been performed as specified. We intend to demonstrate to the Council that in previous work performed by this petitioner that numerous instances exist in which the petitioner failed to perform work in accordance with their own Environmental Best Management practices which was a condition that the work be performed to those standards. We intend to demonstrate to the Council that petition 1566 contains numerous conflicting statements in reference to the work to be performed and that certain work appears to be in conflict with the Best Management Practices that the petition states the proposed work will comply to.

We intend to demonstrate to the Council that previous work performed on our property by Eversource was performed without Council approval and that Council approval was required for this work. We intend to demonstrate that this illegal work has caused significant damage to our property and this illegal work is directly linked to, overlapping

with, and has been integrated into the work plan for petition 1566. We intend to demonstrate that since the illegal work has been incorporated into petition 1566 that the previous environmental damages are now part of petition 1566 and under the jurisdiction of the Council under Petition 1566. We intend to demonstrate that the expanded work proposed under petition 1566 will cause additional substantial adverse environmental impacts to our property. We intend to demonstrate to the Council that the petitioner was aware of the fact that the previous work was not a one-for-one replacement of facility components and that previous work caused a significant adverse change or alteration in the physical or environmental characteristics of the site but took no action to submit a petition to the Council, and failed to disclose to the Council the extent of the illegal work performed in petition 1566 in that the existing conditions depicted in petition 1566 do not fully depict or accurately depict the illegal work performed.

We intend to demonstrate to the Council that this petition has substantial hidden work buried in complex wording that when fully understood could rise to the level of a substantial environmental impact.

It is our intention to present evidence to the Council that shows that many sections of the petition contain vague references to a proposed work items that have no defined parameters as to the actual scope or extent of work to be performed. It is our intention to demonstrate to the Council that petition 1566 is so deficient in details that no determination as to the potential environmental impacts can be made.

It is our intention to demonstrate to the Council that the work proposed in petition 1566 violates the easement granted and that Eversource has no rights under the easement to perform much of the work detailed in petition 1566.

Additional information, documents, and testimony may be presented to the Council as necessary to allow the Council to make a fully informed decision on Petition 1566.

Party Status

Manner in which party's legal rights, duties, or privileges will be specifically affected by the agency's decision in this contested case:

A fundamental part to understanding this petition is to understand the link between the present work proposed in petition 1566 and how this proposed work directly related and linked to previous work done on our property by Eversource. Petition 1566 details that nearly all the previous infrastructure and other work performed on this property by Eversource, some legally and some illegally, will be utilized by Eversource in petition 1566. This fact links the previous work with the present proposed work in petition 1566. Since the past and present work are directly linked, we claim that both past and present work on our property impact our rights duties and privileges under petition 1566. One cannot make illegally performed work legal by merely including that illegal work in petition 1566. Exhibits 1 and 1a are attached to this petition and

PARTIALLY detail past work performed by Eversource on this property, detrimental environmental conditions that presently exist, and present conditions.

As owners of the property, we are legally responsible for all activities that take place on this property and the easement granted to Eversource does not transfer that liability to Eversource for the work that they do. We have the right and duty to compare the proposed work to the local, state, and federal regulations to see if the work proposed is legal. We maintain that petition 1566 in its description of the work to be performed is so vague that the full extent of the work cannot be ascertained and allow us the opportunity to evaluate if it is legal work. In the petition Eversource is requesting permission from the Council to perform certain work on our property and we cannot determine from the submitted petition the full scope of that work. We have the right to know in reasonable detail what work is being proposed for Council approval.

We have the right to know if the work proposed to be approved by the Council will constitute the taking of our land, a trespass, a condemnation, the beginning of an eminent domain proceeding under the law or if the proposed work is in violation of the easement granted to Eversource. The scope of the work is so vague that we are unable to fully determine how much the proposed work falls under the categories listed above. What we do know is that the work proposed in petition 1566 states all the work will be conducted in the ROW and then later on the petition alludes to work being performed outside the bounds of the ROW which could constitute work that falls into the categories listed above. We know that previous work performed by Eversource on our property exceeded the ROW bounds and that petition 1566 incorporates that out of ROW work into petition 1566 and hence constituting further work outside the bounds of the ROW on private property for which Eversource has no legal authority to perform. The work described in the petition constitutes a trespass onto our property and should the Council approve this petition they would be approving Eversource to illegally trespass on our property. We have the right to the free enjoyment of our property and prohibit unlawful trespass. Approval of this petition by the Council would be approving further unlawful trespass.

We have the right to have our property treated with respect and not be needlessly damaged by an out-of-control utility. Petition 1566 as presented is so vague as to the work to be performed we are unable to fully understand the scope of the work. We have the right to petition the Council and address our objections to the proposed work but are unable to fully exercise our right to object since the scope of work is so vague and contradictory what to object to cannot be fully determined.

Our property contains an easement to a gas pipeline company. The ROW contains two high pressure natural gas underground pipelines. Petition 1566 details work near these two pipelines. As owners of the property, we have certain duties that we are required to follow under that easement in reference to work in the easement or near these

pipelines. This responsibility and liability cannot be transferred to Eversource. We have a duty and obligation to see that the work proposed in petition 1566 complies with our duties and responsibilities under that gas line easement. Petition 1566 is so vague as to the work to be done in the pipeline easement or near the pipelines we cannot determine if the work conforms to our legal responsibilities under that gas easement as the owners of the land.

We have the right to be free from the unnecessary destruction of our property. Petition 1566 failed to disclose to the Council that an alternate access route to the lower portion of the easement exists. This alternate access is known to Eversource, has been previously utilized by Eversource contractors, and provides suitable alternate access to the lower portion of the ROW. Use of this alternate access route for this petition and previous petitions has never been explored by Eversource for feasibility. This alternate access, if utilized would substantially reduce the past and present environmental damage done to our property. Eversource had the obligation to disclose this alternate access to the Council and we have the right to have this alternate access evaluated for feasibility in lieu of destruction of our property. We have the right to expect that if reasonable alternatives to the alteration of our property exist that Eversource will be required to use those reasonable alternatives and not be allowed to continue the ongoing path of destruction to our property that has occurred over the last 4 years and is proposed to continue in petition 1566.

Our property is in agricultural use as defined in Connecticut Statutes and we have the right to see that this agricultural use is impacted to the smallest amount possible by the work being proposed in petition 1566. Petition 1566 provides no details as to how it will deal with our agricultural use of the property during and after the proposed work. What we do know is that our agricultural rights were abrogated by previous work on our property by Eversource and this petition contains proposed work that will further abrogate those agricultural rights if approved by the Council.

Our home overlooks this Eversource ROW. We have the right to see that the aesthetics and visual appearance of the powerline and ROW land is impacted to the smallest extent possible in order to preserve our property values and the natural beauty of the present view that we have. Petition 1566 details that the proposed work will clear cut the ROW which will impact our rights and violate the rights granted to Eversource under the easement. Petition 1566 fails to disclose the size and aesthetic impact on the surrounding area that the OPGW system will have so no evaluation of that impact can be made at this time. We have the right to evaluate that aesthetic impact.

The easement to Eversource provides for our rights to the use of the land described in the easement. Petition 1566 in its described work will interfere and subrogate our rights to the use of the land.

We have the right to limit Eversource activities to the rights granted to them in the easement and we have the right to request that the Council limit approval of Eversource

work to activities that they have the lawful right to perform. Petition 1566 proposes to do work and perform activities that are beyond the rights granted to Eversource under the easement. Should the Council approve petition 1566, the Council will be approving work that Eversource has no lawful authority to perform.

We have the right to the free in the use of our property adjoining the bounds of the ROW without undue burdens and unnecessary changes to our private property. The work described in petition 1566 will subrogate those rights.

We have the right to see that the work performed in petition 1566 will not impact our property outside of the ROW. The proposed work will impact our property outside the ROW.

As the owners of the property being impacted by petition 1566 we have the right to participate in the proceedings and request that the Council not needless approve work that will damage to our property in the interest of public need. As presented petition 1566 will needlessly impact on our property.

We have the right to participate in these proceedings because we possess detailed knowledge of the existing conditions on our property and adverse environmental impacts that this petition presents to our property that Eversource has left out of petition 1566. We have the right to request that the Council only make a decision on the petition after being fully informed of all the adverse impacts that the work proposed in the petition may have. Should the Council make a decision on inaccurate information, this decision will impact our rights.

Additional rights will be impacted by the Councils decision in petition 1566 however we believe that sufficient justification has been established in the above documentation to allow us full Intervenor and Party Status rights. Due to the limited and vague information contained in petition 1566 as related to the scope of work, how all of our rights will be impacted by the petition cannot be determined based upon the available information.

Request for party status as an intervenor under the Connecticut Environmental Protection Act (“CEPA”),

Cory Spaulding and Leslie Yeisley are asserting that the Council proceedings and potential action on petition 1566 as presented involves conduct and actions that are reasonably likely to have, the effect of unreasonably polluting, impairing, or destroying the public trust in the air, water or other natural resources of the state and our property.

We assert that petition 1566 is substantially missing many critical existing environmental conditions and critical details as to how the work is going to be performed that for the Council to approve the petition as submitted would likely have the effect of unreasonably polluting, impairing, and destroying the public trust in the air, water or other natural resources of the state and our property. Attached as Exhibit 1 and 1a is a PARTIAL listing of the environmental conditions that presently exist that have not been disclosed by Eversource in petition 1566. Since the work in petition 1566 is overlapping

and has integrated many of the features described in Exhibit 1 and 1a additional damages resulting in the unreasonably polluting, impairing or destroying the public trust in the air, water or other natural resources of the state and our property.

Attachments to this petition

Exhibit 1 - IN THE MATTER OF THE EVERSOURCE EASEMENT ON THE PROPERTY OF CORY R. SPAULDING AND LESLIE A. YEISLEY, 716 BEAUMONT HIGHWAY, LEBANON, CT 06249 APRIL 19, 2023 – A complaint and demand to Eversource Energy. A partial listing of damage done by Eversource work on the Spaulding Yeisley Property.

Exhibit 1a – COMBINED EXHIBITS RELATING TO EXHIBIT 1

- 1) Lebanon Assessor Property Record Card
- 2) Lebanon Assessor Property Record Card
- 3) Easement granted to Eversource dated March 7, 1934.
- 4) Eversource Real Estate Survey Map – Right of Way Survey – Dated 3-2018 – Sheet 15 of 18. - A map of the Spaulding / Yeisley easement with ROW boundaries and survey marker locations.
- 5) Reynolds Engineering site survey depicting land elevation changes due to Eversource work at site 7785
- 6) Reynolds Engineering site survey depicting land contours and existing conditions at site 7785 dated 4/15/22
- 7) Reynolds Engineering site survey depicting land contours and existing conditions at site 7785 dated 4/15/22
- 8) Reynolds Engineering site survey depicting cutting and clearing beyond the ROW at site 7785 dated 4/15/22
- 9) REMA Environmental – Assessment of Environmental Impacts on land owned by C. Spaulding and L. Yeisley, 716 Beaumont Highway in and adjacent to the Eversource Right of Way by Eversource Maintenance Activities. Dated - 11/27/22 - with attachments.

Certification

I hereby certify that an electronic copy of the forgoing document was mailed to

The Connecticut Light and Power Company d/b/a Eversource Energy

Deborah Denfeld Team Lead – Transmission Siting Eversource Energy P.O. Box 270
Hartford, CT 06141 Phone: (860) 728-4654 deborah.denfeld@eversource.com

Cory Spaulding

Leslie Yeisley

5/22/23

**IN THE MATTER OF THE EVERSOURCE EASEMENT ON THE
PROPERTY OF CORY R. SPAULDING AND LESLIE A. YEISLEY,
716 BEAUMONT HIGHWAY, LEBANON, CT 06249
APRIL 19, 2023**

Summary:

Eversource has undertaken improvements within its 1800-foot-long easement that have grossly exceeded the rights granted by that easement and has encroached on areas in which it has no rights outside of the easement.

The illegal work that has been done in the easement and the land adjacent to it includes, but is not limited to, the:

1. unauthorized construction of a road and pads,
2. destruction of regulated inland wetlands,
3. unpermitted creation of a pond,
4. deposition of large amounts of rock and fill material,
5. destruction of an historic stone wall,
6. wholesale removal of indigenous plants,
7. introduction of invasive plant species to the area,
8. grading, excavation, and removal of trees in areas outside of the easement,
9. deposition of tree and construction debris throughout the easement and adjoining land,
10. alteration of the property's natural drainage patterns through extensive changes to the topography,
11. construction of an unpermitted multi-tiered terraced escarpment by excavating fill material from a steep hillside,
12. blocking access and use of the lower section of the easement through the creation of a terraced escarpment, and
13. clear cutting of the easement with mechanical equipment destroying the natural condition of the property and creating ongoing erosion issues.
14. destruction of agricultural land.

This by no means all of it...investigations into additional damages done to the property by Eversource is ongoing.

The actions of Eversource constitute a burdening of the easement, trespass, inverse condemnation, violations of the Connecticut Environmental Protection Act, potential violation of the federal Clean Water Act, violation of Connecticut's statutory public trust, and violation of Connecticut public utilities law in that the activity conducted in the easement and adjacent to it was not authorized as required by state regulatory authorities.

Much of the damage done to the property was completely unnecessary and the result of intentional acts by Eversource and its contractors. Eversource was fully aware of the available existing access to the easement via a route known as “The Old Mill Road”. Eversource chose to not utilize this alternate access and instead chose a path causing extensive and unnecessary environmental damage.

Cory R. Spaulding and Leslie A. Yeisley seek to have Eversource:

1. disclose in full its illegal and unpermitted activities in the easement and adjacent to it to the Public Utilities Regulatory Authority, the Connecticut Siting Council, the Connecticut Department of Energy and Environmental Protection, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Town of Lebanon Inland Wetlands Commission, and all other federal, state, and local regulatory authorities with jurisdiction over the activities of Eversource within the easement and adjacent to it;
2. disclose to the property owners all construction activities undertaken by Eversource on the property and provide them with copies of all documents in the possession of Eversource or its contractors relating to the work including, but not limited to, all pre and post construction site surveys, engineering and work plans, quantities of fill deposited on the property, pre and post elevations of poles replaced, and copies of all pre and post inspection reports performed on the property.
3. provide the property owners a topo map of the entire easement with elevation contours at a minimum of 2-foot intervals of the post construction elevations so that the full extent of ground disturbance and elevation changes can be determined.
4. apply to all appropriate federal, state, and local authorities for whatever approvals were necessary to undertake the restoration and remediation of the damage done by the illegal and unauthorized activities in the easement and adjacent to it;
5. restore the property to its condition prior to Eversource’s illegal and unauthorized activity; and
6. compensate the owners with money damages and reimburse them for all reasonable costs they have and will continue to incur, including, but not limited to, surveys, site investigations, and legal fees.

The Property:

Cory R. Spaulding and Leslie A. Yeisley are the owners of the 64.44-acre property in which the Eversource easement is located. Exhibit 1 is the property card. They reside in a single-family detached home on the and abutting parcel of 10.49 acres with a street address of 716 Beaumont Highway. Exhibit 2 is the property card.

The Eversource easement was granted to The Connecticut Light & Power Company on March 7, 1934, by a predecessor in title to the current owners. Exhibit 3 is the deed of easement. Exhibit 4, entitled “REAL ESTATE SURVEY PLAN RECORD MAP RIGHT OF WAY SURVEY MONTVILLE-WAWECUS JUNCTION-CARD SS” dated 7/2121, is a map of the easement.

The easement is 125 feet wide and gives Eversource the right to maintain electric lines for the transmission of electric currents and **“the right at any and all times and from time to time to erect, inspect, operate, use, control, and permanently maintain the said electric lines upon, over and across”** the burdened estate.

The **“electric lines may consist of poles, towers, other supporting structures (which may be substituted one for the other at any time), circuits, cables, wires, cross arms, guy wires, anchors, guy stubs and other fixtures and appurtenances, any or all of which constituent parts of said electric lines may be erected, relocated, replaced, repaired or changed in number, size or type from time to time.”**

With this easement. Eversource also has **“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 easement is elegant in its simplicity, much different than the overly complicated documentation of today. The easement describes with clarity exactly what Eversource can do and, where it is silent, Eversource has no rights. The easement clearly defines the bounds of the right of way and does not prescribe, or grant to, Eversource any rights to perform activities outside of the described easement.

Eversource did not acquire the right to:

1. construct a road in the easement,
2. bring in 800 tons of crushed rock and other fill material,
3. undertake regulated activities on the property without a permit.,
4. destroy resources protected by Connecticut’s Environmental Protection Act, including the statutory public trust and the inland wetland laws,
5. cut and fill in undertaken the grading that was unnecessary in erecting, relocating, replacing, and repairing its electric lines,
6. infest the area with invasive plant species,
7. change the entire topography and drainage of the easement, and
8. violate numerous potential federal, state, and local violations of law for which Cory R. Spaulding and Leslie A. Yeisley may potentially be held liable.

What Eversource Did:

Eversource, not directly, but apparently through one or more of its private contractors, undertook substantial work along the easement and the land adjacent to it. Ostensibly, the work was in part in furtherance of the Connecticut Siting Council’s approval of Eversource’s 2017 sub-petition application for ROW maintenance activities, submitted as required under Petition 1293.

While performing the activities authorized under this Siting Council permit, Eversource undertook significant unauthorized work and construction activities in the easement and land

adjacent to it without benefit of a Siting Council permit. In comingling the permitted activity with the even greater unpermitted and unauthorized work, the project ballooned in scope far beyond what the Siting Council was told would be done pursuant to permit 1293 without disclosure to, or authorization of, the Siting Council, constituting essentially an intentional misrepresentation to the agency. The non-permitted work includes, but is not limited to, close cut mowing via mechanical equipment throughout the entire easement, tree removal within and outside the easement, significant expansion of work in areas of pole replacement authorized under permit 1293, and all construction activities performed between site 7786 and 7784, including the significant work performed at site 7785.

Unauthorized Activities:

1. Importation of fill material and land excavation sites 7786 to sites 7784.

Based on the best estimates that are available, it is believed that approximately 800 tons of crushed rock and other fill material were trucked in and deposited into the easement area near and adjacent to site 7785 on the Spaulding/Yeisley property. Those estimates are based on a comparison of the easement area today with documentation of its prior condition. Exhibit 5, entitled “Existing Ground Profile”, dated 4/15/22 drawing 3 of 3 (22-037_PROFILE_5-11-22) and Exhibit 6, entitled “Existing Conditions Plan”, drawing 1 of 3, dated 4/15/22 (22-037_TOPO_5-11-22), document the data and technique used to derive the estimate. Using the estimated differences in elevation in the area over which that filling is occurred, it is possible to derive an approximate figure of the volume of material that was imported and deposited along the easement in this area of construction.

The 100ft x 140ft pad area at site 7785 was apparently constructed with on-site fill material dug out of the hillside along with additional imported fill material. The pad was supposedly required to support a crane for the pole replacement. According to information and belief, a crane was not used for site 7785 because it could not traverse the steep grade to the site. If a crane was not used for 7785, it likely was also not used at site 7784, where another large pad was constructed. Extensive land changes and roads were installed on the pretense of being required to support a large crane for pole replacement when in fact no large crane was ever utilized or needed.

The 100ft x 140ft pad at site 7785 created a manmade terraced escarpment on the steep hillside where none previously existed. This, and other identified issues, are detailed in photographs below labeled “filled area site 7785” and Exhibit 7, a plan entitled “Existing Conditions Plan”, drawing 1 of 3 dated 4/15/22 (22-037_Sheet_1_SCAN_5-11-22) which shows the extent of the disturbed soils at site 7785.

It is believed that the material was brought into site 7785 because it was a cheap and easy way to set new poles and the required guy wires, rather than drilling into solid rock ledge, which would have had minimal environmental impact and complied with the terms of the easement. In short, material was brought in, mounded up, the new poles and guy wires were stuck into the fill material rather than drilling into bedrock as was done when the poles were originally installed. Exhibit 8, entitled “Existing Clearing Limits”, drawing 2 of 3 dated 4/15/22 (22-

037_Exist_Cond_5-11-22), is a survey of one section of the easement. It shows the area of fill in just one of the sets of pole replacements.

Expediency won out over the environment and, equally troubling was that it was done without Siting Council approval, which presumably would never have been granted.

2. Building an unpermitted road.

Eversource, or its contractors, in constructing a road from site 7786 to site 7784 apparently decided that it would not follow the plan as the state approved in Petition 1293 which required very limited access on a temporary basis solely for the activity of replacing the poles and required the use of timber mats to cross over areas where the soil was soft and environmentally sensitive. Eversource has identified this area as a high erosion area on their own maps yet for reasons that are inexplicable, except one might suspect it was a matter of expediency, the contractors decided to build themselves a road where no road previously existed on land that they knew was a high erosion area.

In reference to the road and pad built at site 7785, to date, no site engineering has been disclosed to show exactly how this grading and filling was performed or that it conforms to any level of acceptable construction or engineering practices. Since no permits were obtained for this work, no review as to its legal and engineering suitability or stability was ever performed.



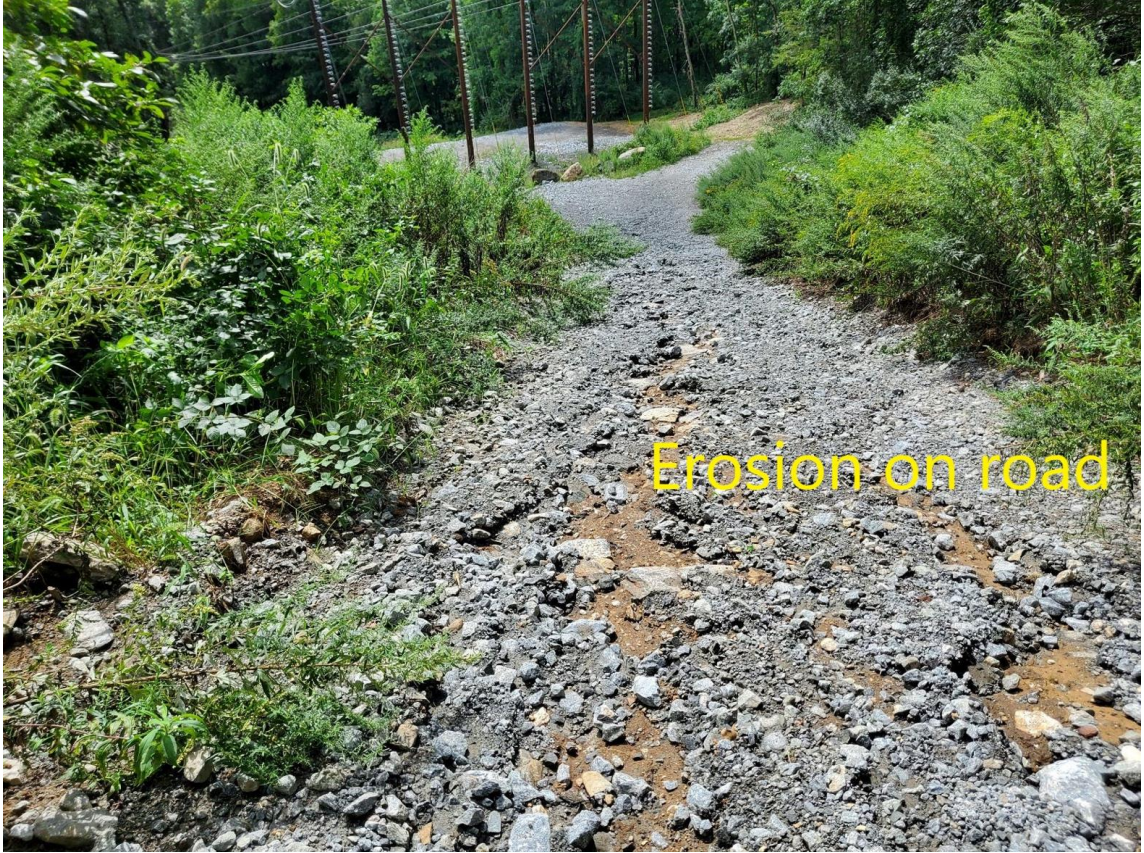
The photo above is a view looking north at site 7785 showing the filled area, the manmade terraced escarpment and depicting the large area that was filled and graded for the unpermitted pole replacement at this location. This is a post pole replacement photo.



This is a photo of site 7785 prior to Eversource construction activities.



This is an image of the hillside and road from 7785 to 7786 which shows extensive erosion, suggesting poor design or construction, or both, creating a serious environmental problem:



And more erosion.

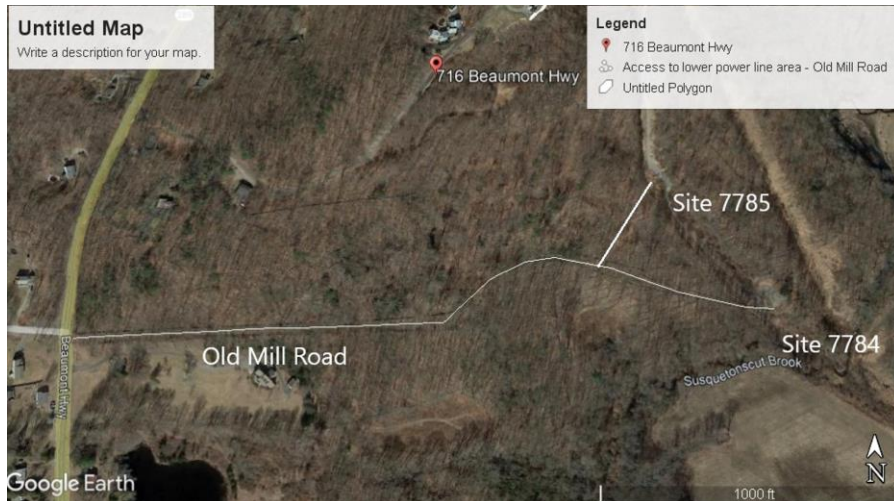


And more erosion.



This image is from 2017 before the work began and depicts what existed between sites 7786 and 7785 pre-construction. Site 7786 is at the bottom of the photo and site 7785 is at the top of the photo. Notice there is no existing road where Eversource illegally constructed one. Where the line turns to the left, there is an existing road on the right that provides alternate access that Eversource chose not to use or to acquire rights to use. It is “The Old Mill Road”.

For sites 7784 and 7785, there was clearly a feasible and prudent alternative to building a road through this environmentally sensitive area. “The Old Mill Road” runs directly to both sites.



The Old Mill Road has served Eversource in the past and present for access to its power lines and continues to be the only access to the lower section of the easement that does not damage and destroy the steep slopes and other environmentally sensitive areas along this section of the easement.

The Old Mill Road access point is undeniably suitable. During a recent meeting with Eversource contractors on April 14, 2023, Mr. Giovanni Agliotti of Supreme Construction, acknowledged to those present that The Old Mill Road provided for satisfactory for access to the lower area of the power lines and easement.

Eversource’s tree cutting contractors recently used The Old Mill Road for access to the southern easement area because they could not utilize the Eversource built road due to a gas line and wetland breaks in the road at the northern end of the easement.

At site 7784, Eversource, during pole replacement, performed extensive excavation, mounded up soil, changed the contours of the land, and blocked preconstruction drainage patterns. Along The Old Mill Road that abuts site 7784, Eversource pushed one historic stone wall on the north side of the road onto the top of a second historic stone wall on the south side of the road and then buried both with imported stone fill material.

In summary, for sites 7784 and 7785 there was clearly a feasible and prudent alternative to building a road through environmentally sensitive areas. The Old Mill Road goes directly to each site, is suitable access, and has been previously used by Eversource contractors. Eversource had no legal right to build the road and destroy the hillside in constructing it. Eversource built the road in direct violation of the permits granted by the Siting Council.

3. Destruction of wetlands and environmentally sensitive areas sites 7787 to site 7786.

In the northern part of the easement where wetlands have been identified, the Siting Council authorized the use of mats to cross the wetlands. Eversource did use mats in this area but did not

properly install and maintain them. The mats failed to protect the wetlands as they were intended to by spreading the weight of the vehicles over a larger area. Instead of protecting the wetlands, the mats destroyed the wetlands vegetation and compacted the soil.

When the mats were removed, the newly compressed, depressed area of land immediately filled with water creating a mud hole that appears to be a decoy vernal pool that will likely result in the decline of amphibians. See Calhoun, A. J. K. and M. W. Klemens. 2002. BEST DEVELOPMENT PRACTICES: CONSERVING POOL-BREEDING AMPHIBIANS IN RESIDENTIAL AND COMMERCIAL DEVELOPMENTS IN THE NORTHEASTERN UNITED STATES. MCA Technical Paper No. 5, Metropolitan Conservation Alliance, Wildlife Conservation Society, Bronx, New York:

“If amphibians deposit their eggs in these artificial wetlands, they rarely survive due to the sediment and pollutant loads, as well as fluctuations in water quality, quantity, and temperature.” At 22.

“Created wetlands that do not have the appropriate habitat often attract breeding amphibians. Eggs laid in these “decoy” pools often do not survive. Such pools serve to trap breeding amphibians and might result in local population declines.” At 25.

<https://www.nae.usace.army.mil/Portals/74/docs/regulatory/VernalPools/BestDevelopmentPractices20Oct2014.pdf>

The Siting Council permit authorized the work at sites 7786 and 7784, but Eversource went far beyond what was permitted, including unilaterally deciding to build an unauthorized road and bring in large amounts of fill to replace the poles and add new poles at site 7785.

The wetlands that were crossed were destroyed in part because what Eversource did greatly exceeded what it described in its permit application and it undertook significant, unpermitted work along with it. The mat wetland crossing method and the installation performed may have been sufficient for the light duty crossing work described in the Siting Council permit application, however, it was clearly not sufficient to handle the long-term heavy crossing work which included repeatedly being traversed by heavy truck traffic hauling vast amounts of unpermitted and unnecessary fill material to sites 7785 and 7784.

The extent of the disturbance, far beyond what was required to replace poles, is evident in this comparative view of the easement in 2016 before the work and in photos that depict the area during and after construction. See below photos.



Photo of site 7786 prior to construction.



Photo of site 7786 after construction.



Between 7786 and 7787 is one of the wetlands damaged and the decoy vernal pool created.

In its Siting Council permit application Eversource claimed that a road existed between sites 7787 and 7786 and as such had the right to improve that existing road as necessary to replace poles at site 7786. The claim is totally unsupported. The before construction photos above show there was no existing road. That there was no existing road is further evidenced by the extensive removal of topsoil by Eversource in constructing this “new” road.

In performing this illegal road building activity, Eversource mounded up vast amounts of topsoil on the westerly side of the road and creating an earthen berm in and adjacent to the identified wetlands and in the upland wetland review area. The Eversource-built berm runs from the gas pipeline crossing to site 7786, approximately 590 feet.

If a road previously existed, why would Eversource find it necessary to excavate vast amounts of topsoil from an existing road?

This mounded topsoil demonstrates that no road previously existed. The 590-foot-long berm now impounds water and has evolved into an Eversource-created pond/wetland/decoy vernal pool area. See photo below. The natural drainage from the steep hillside to the west over this land has now been altered.

Inland wetlands, no matter how new in origin, are protected. The creation of this impounded water area by Eversource cannot be removed without a permit and now severely restricts the use of the property by the owners. Eversource created a new wetland where none previously existed and now subjects the property owner to local inland wetland review of a far greater amount of property than was subject to review prior to the Eversource work.



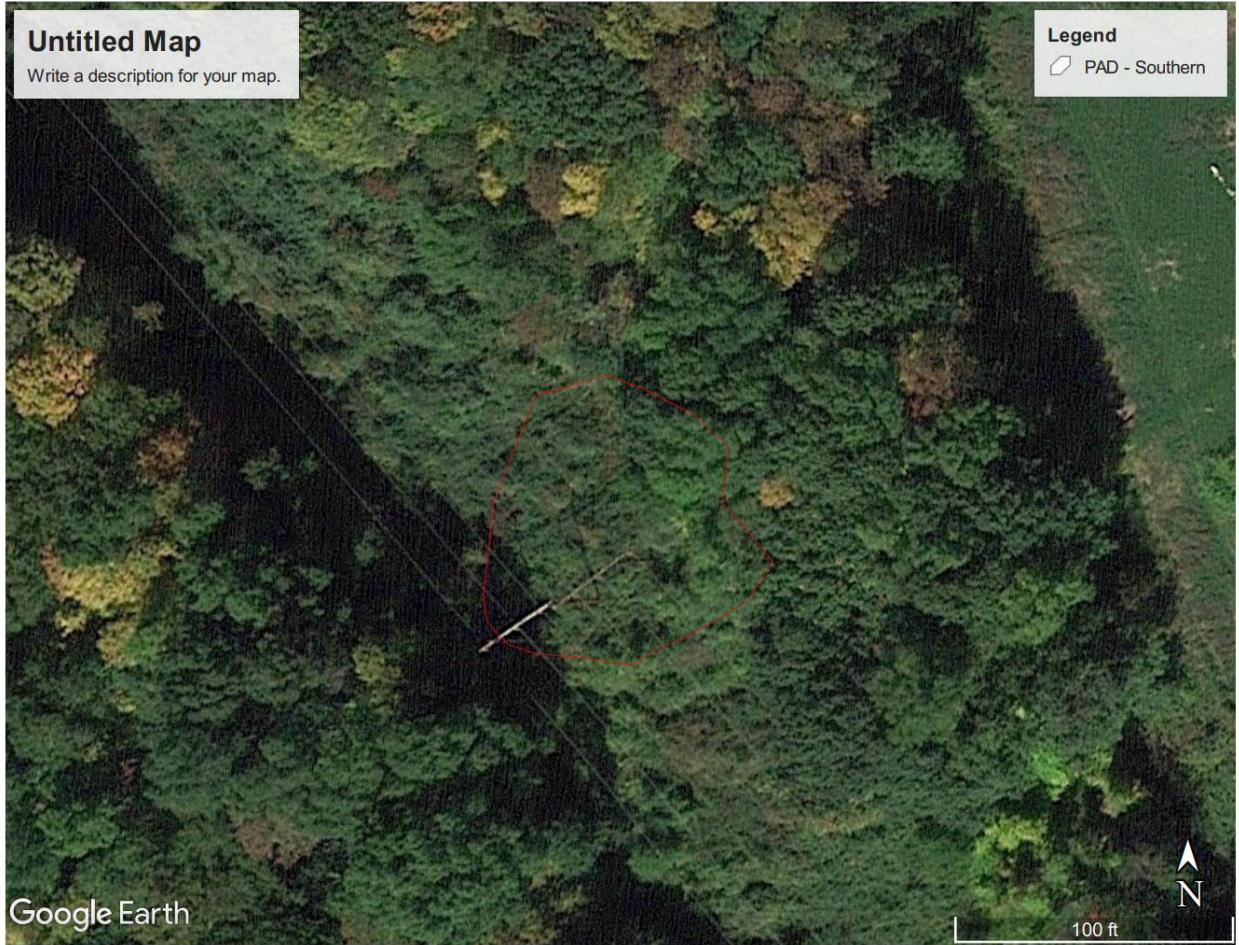
Photo of Eversource-created pond/wetland/vernal pool area



And to compound the problem, as shown above, the water now being detained by the berm is flowing across the illegally-built road. Also note the mug wort invasive species introduced to the area by Eversource that has taken over both sides of the road.

The construction of the new road and pad at site 7786 included a deep excavation and importation of massive amounts of fill material. This new road and pad are located at the very top of a steep hillside escarpment. Eversource pitched both to drain onto the top of the escarpment. In constructing the pad at site 7786, Eversource mounded up additional topsoil on the western end of the pad and sloped that topsoil to also drain down the escarpment. These grade changes made by Eversource now direct vast amounts of water directly onto the top of the escarpment. To say the least, this Eversource-created water diversion is contrary to best management practices and engineering principles for protecting escarpments and preventing escarpment erosion. Simply put, one should not divert water onto the top of a long steep hill.

As explained previously, this escarpment which encompasses all of site 7785 is now subject to extensive erosion and remains unabated today despite Eversource having been informed numerous times in writing and during its onsite inspections about the need for immediate remediation. The improper, unauthorized work at site 7786 has caused extensive, ongoing, and increasing environmental damage with washouts, erosion, and sedimentation of the escarpment.



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.



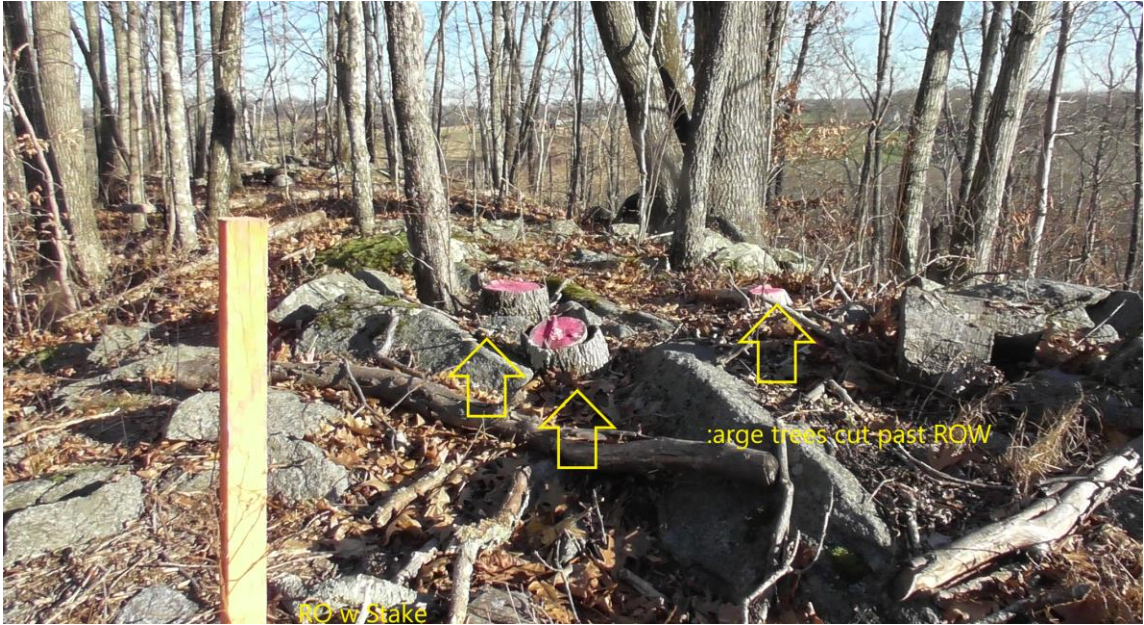
5. Clear cutting, tree removal, land destruction, and filling outside the easement from sites 7784 to sites 7787.

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.



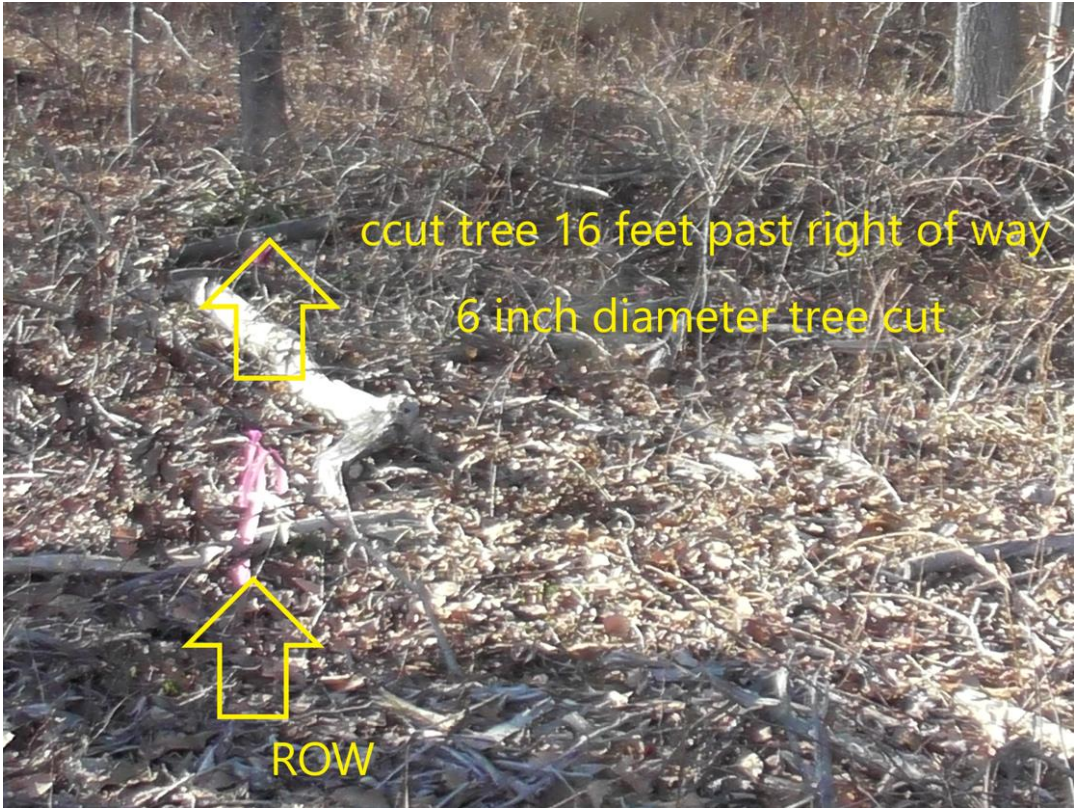
And this, showing a 17-inch diameter trees cut down 10 feet beyond the easement.



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.

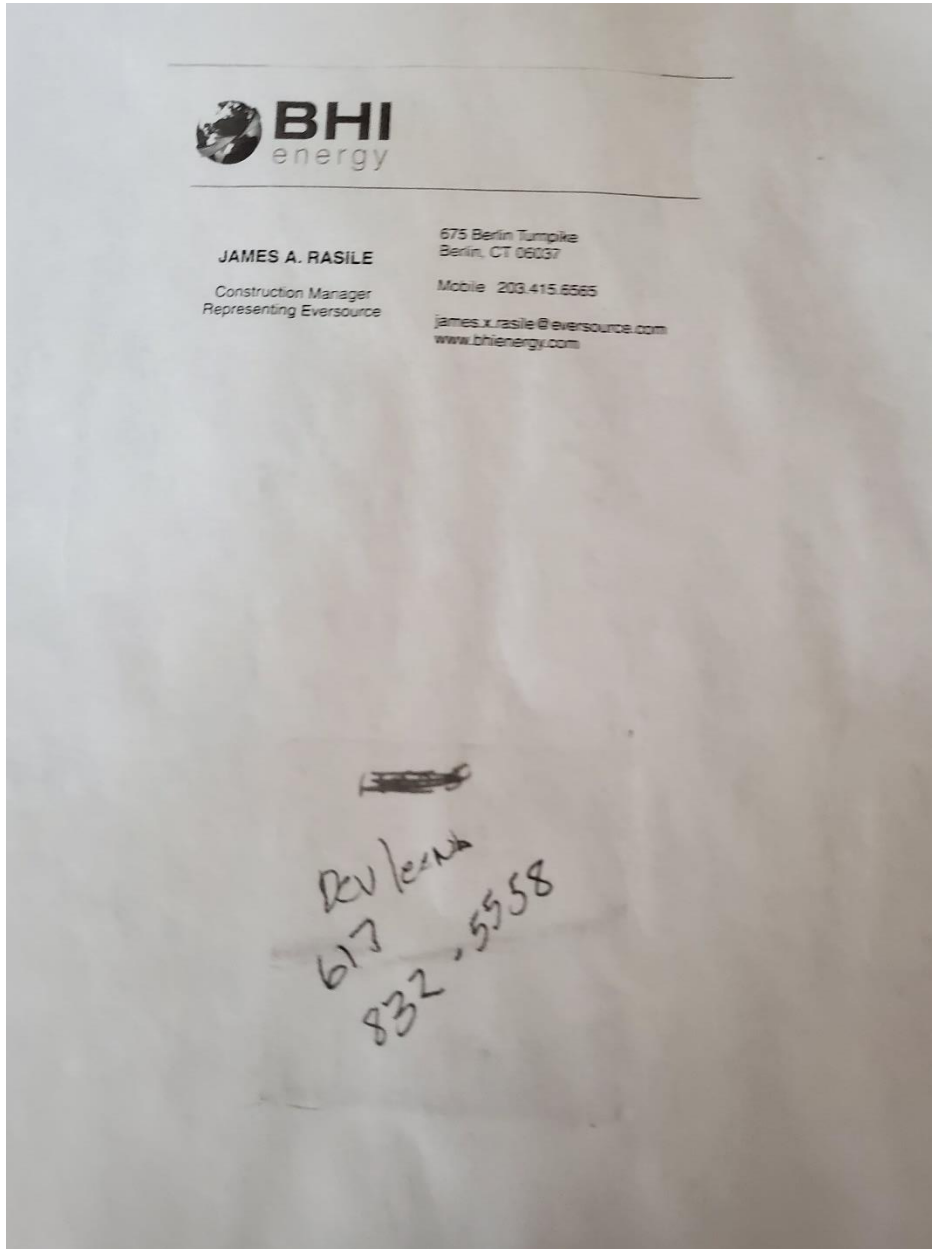
At a later point in time, Mr. James A. Rasile, Eversource Project Manager, falsely accused Mr. Spaulding of stealing Eversource property. Mr. Spaulding believes that these unfounded accusations were made with the knowledge of Ms. Devleena Gosh-Brower, an Eversource Project Manager.

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.

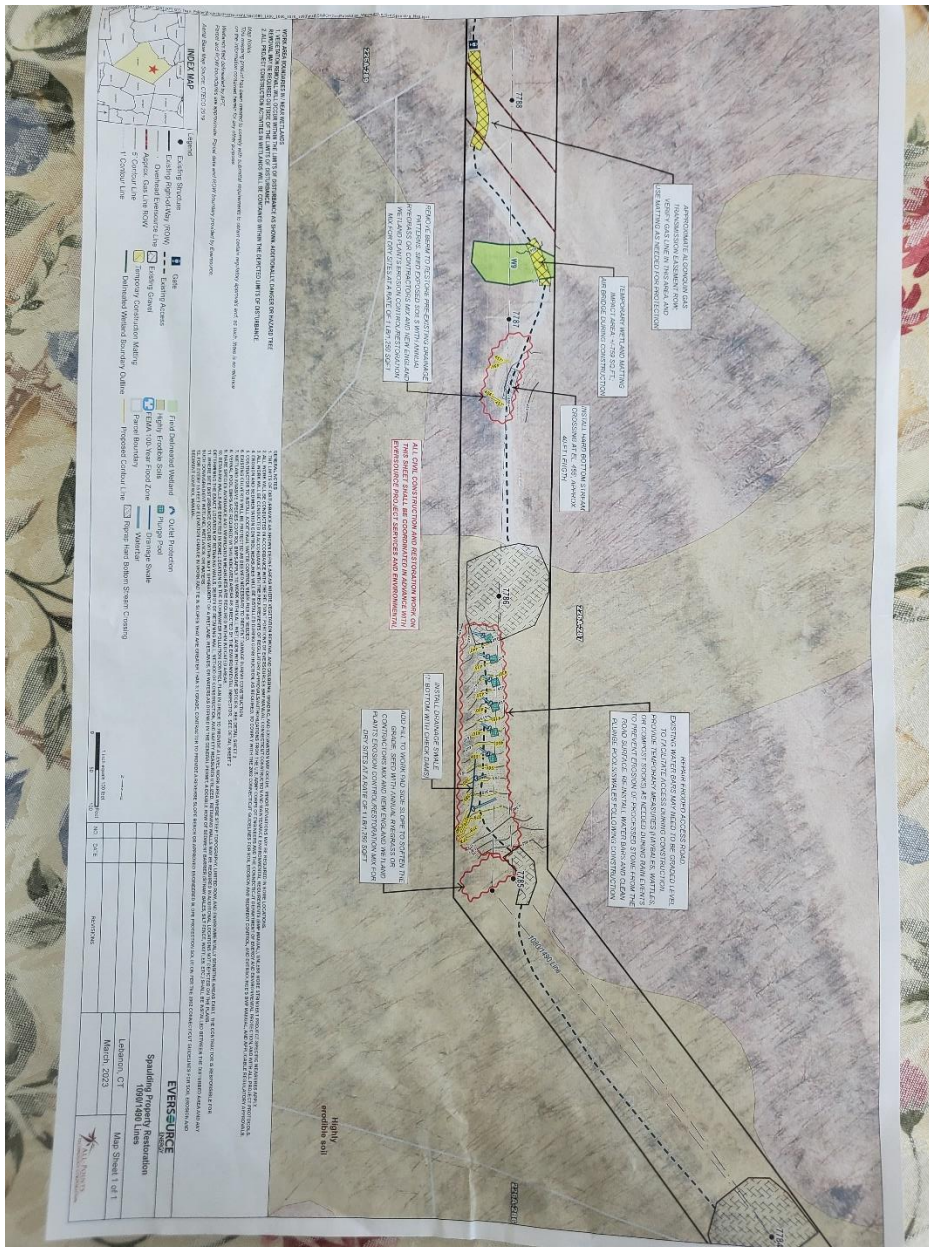
The map detailed installing wetlands mats to cross the wetlands previously destroyed by Eversource. When asked from whom Eversource would seek permits for this wetland crossing the answer was that Eversource is self-reporting to the USACE. When asked if this was going before the Siting Council the answer 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.



Remediation plan provided by Eversource contractors on April 14, 2023

The unauthorized and illegal activity in the end has been for nothing:

Eversource cannot use the roads they installed.

Eversource installed roads and work pads along the entire 1800 feet of this easement where no roads previously existed. This was at great expense to rate payers and at great expense to the environment. The northern end of the easement is completely blocked by two underground high-pressure natural gas pipelines owned by Enbridge and 100 feet past the pipeline, the easement is completely blocked by wetlands.

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.

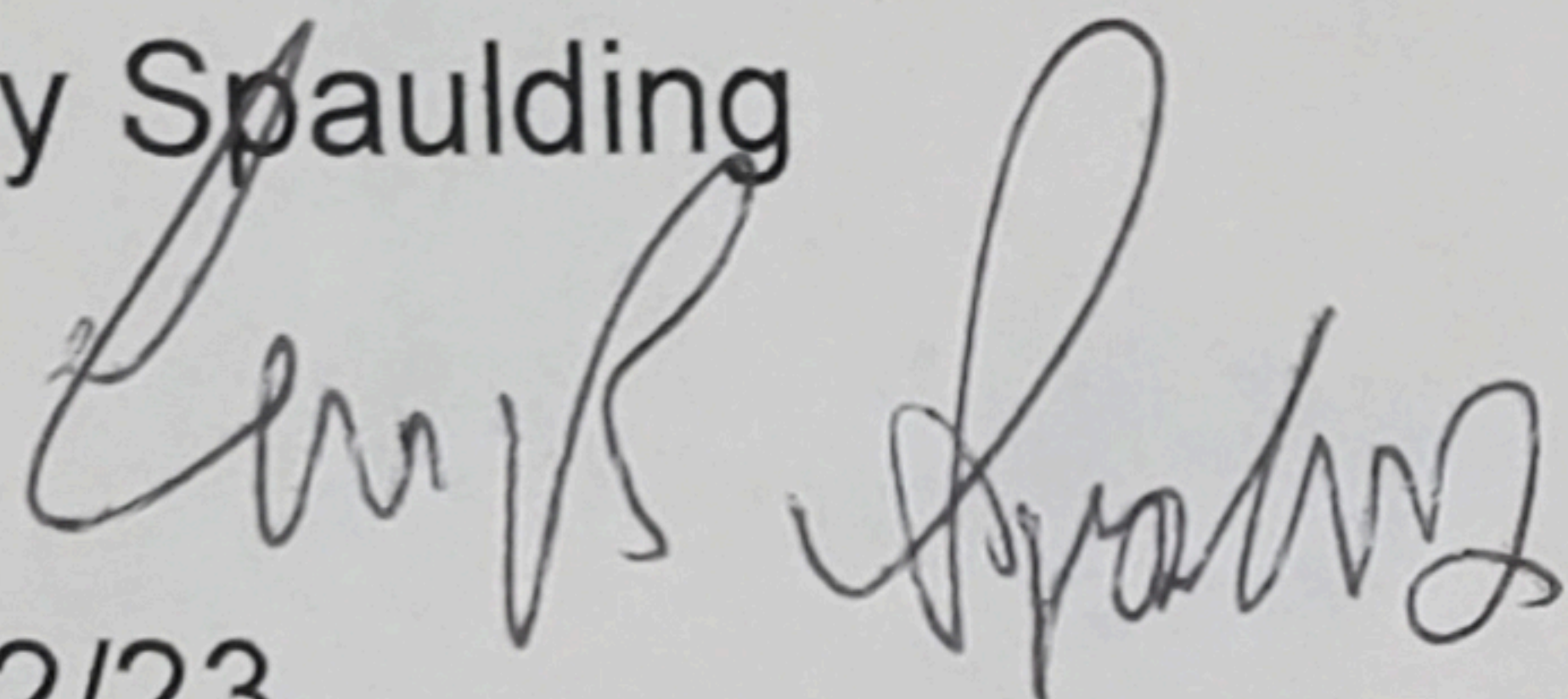
Certification

I hereby certify that an electronic copy of the forgoing document was mailed to

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5/22/23

Leslie Yeisley

