

THE CONNECTICUT SITING COUNCIL
DOCKET NO. 272

The Connecticut Light and Power Company
and the
United Illuminating Company
Certificate of Environmental Compatibility and
Public Need for a new 345-kV Electric Transmission Line Facility
Between Scovill Rock Switching Station in Middletown
and Norwalk Substation in Norwalk
Development and Management Plan – Segment 2b
Cheshire/Hamden Town Line to East Devon Substation, Milford

Testimony Of
Jeanette Kuvin Oren, Rena Seltzer,
Stephen Rothman and Leslie Zackin

On Behalf Of

Congregation B'nai Jacob, Ezra Academy,
The Jewish Community Center of Greater New Haven
And
The Jewish Federation of Greater New Haven

July 13, 2006

Q. Ms. Kuvin Oren, please state your name, address, professional background and position at Congregation B'nai Jacob.

A. My name is Jeanette Kuvin Oren. I am currently the Vice President of Congregation B'nai Jacob. I am an artist by profession. I reside at 29 Dales Drive, Woodbridge, Connecticut.

Q. Have you previously submitted testimony in this proceeding?

A. No.

Q. Ms. Seltzer, please state your name, address and position at Ezra Academy.

A. My name is Rena Seltzer. I am currently the President of Ezra Academy. I am a psychologist. I live at 5 Dickenson Drive in Woodbridge, Connecticut.

Q. Have you previously submitted testimony in this proceeding?

A. No.

Q. Dr. Rothman, please state your name, address and position at the Jewish Community Center of Greater New Haven.

A. My name is Stephen Rothman. I am currently the Treasurer of the Board of the Jewish Community Center of Greater New Haven (the "JCC"). I am a dentist. I live at 111 Judwin Avenue, New Haven, Connecticut.

Q. Have you previously submitted testimony in this proceeding?

A. No.

Q. Ms. Zackin, please state your name, address and position at the Jewish Federation of Greater New Haven.

A. My name is Leslie Zackin. I am currently the President of the Jewish Federation of Greater New Haven (the "Federation"). I am an attorney. I live at 9 Diana Drive in Woodbridge, Connecticut.

Q. Have you previously submitted testimony in this proceeding?

A. No. On behalf of my co-panelists here today, I thank you for this opportunity to present testimony on behalf of our respective organizations.

Q. What is the purpose of your testimony today?

A. We are here to testify in support of the portions of the Development and Management Plan for Segment 2b, running from the Cheshire/Hamden town line to East Devon Substation in Milford, which portions pass near our facilities. Specifically, we will be addressing the portion of the proposed new transmission facilities that pass over the property of Congregation B'nai Jacob, on which Ezra Academy operates its day school, and the portion of the transmission facilities that pass over the Jewish Community Center Campus and a parcel of land immediately south of that Campus currently owned by Connecticut Light and Power Company ("CL&P"). We will also specifically address a proposed settlement of the pending administrative appeals of the Siting Council's Decision in this Docket dated April 7, 2005. Finally, we will address the issue of whether changed conditions exist since the Siting Council's April 7, 2005 Decision and whether such changes justify modifying the Council's original Decision dated April 7, 2005. We will specifically address two proposed deviations in the route of the transmission lines, the first on the B'nai Jacob Campus (and a small piece of the adjoining Reis property) and the second on the JCC Campus and the CL&P parcel immediately to the south thereof.

Q. Were your organizations parties to the original proceeding in Docket No. 272, which culminated in the Siting Council's April 7, 2005 Decision?

A. Yes. All of our organizations were parties to that proceeding and fully participated in the extensive hearings and consideration by the Siting Council which led to the Council's April 7, 2005 Decision.

Q. What, if anything, have your organizations done with respect to that Decision since it was issued on April 7, 2005?

A. Our organizations, together with the Town of Woodbridge, filed an administrative appeal of the Siting Council's April 7, 2005 Decision in the Superior Court for the Judicial District of New Britain. As the Council is aware, in that appeal, our organizations raised concerns about the proposed transmission facilities, including whether State statute required that those transmission facilities be placed underground near our organizations' facilities that regularly serve large numbers of children.

Q. To your knowledge, what is the status of that administrative appeal?

A. The administrative appeal was assigned to the Honorable George Levine, for purpose of exploring the possibilities of settlement. We, directly and through our legal counsel, participated in extensive settlement negotiations under the direction of Judge Levine, which extended over many sessions and many months. The Town of Woodbridge, CL&P, United Illuminating Company ("UI") and Donna Reis, directly and through their legal counsel, also participated in these settlement negotiations. On December 1, 2005, after a full day negotiating session with Judge Levine, all of the above parties entered into an oral agreement which would resolve the administrative appeal brought by our

organizations and the Town of Woodbridge, as well as an administrative appeal brought by Donna Reis. Of course, that oral settlement agreement was subject to approval by all our different organizations, the reduction to writing of that settlement agreement, the execution of such an agreement by all our organizations, and the approval, as appropriate, of the Connecticut Siting Council and the Department of Public Utility Control.

Q. What has happened since December 1, 2005 with respect to that oral settlement agreement?

A. The terms of the settlement agreement were presented to the boards of each of our organizations and approved by those boards. The terms of the settlement agreement were also approved by CL&P and UI. Further, the Town of Woodbridge entered into a separate agreement with CL&P and UI, which, under certain circumstances, would result in the Town of Woodbridge's withdrawal of its administrative appeal. The terms of the settlement agreement between our clients and CL&P and UI were reduced to writing and a "global settlement agreement" was signed by our organizations, CL&P and UI. A separate settlement agreement was signed by Congregation B'nai Jacob, Ezra Academy, Donna Reis, CL&P and UI. Finally, it is our understanding that a written agreement has been entered into between the Town of Woodbridge, CL&P and UI. In our testimony today, we will refer to those three agreements collectively as the "Settlement Agreement".

Q. To your knowledge, is the development and management plan for Segment 2b, submitted by CL&P and UI, consistent with the Settlement Agreement?

A. Yes.

Q. Would you please explain what modifications to the Siting Council's original Decision dated April 7, 2005 are needed to implement the Settlement Agreement?

A. There are two modifications. The first modification applies to the Congregation B'nai Jacob Campus. Under the Settlement Agreement, Congregation B'nai Jacob would be purchasing a small triangular piece of land from Donna Reis consisting of approximately 10,784 square feet, or approximately one-quarter of an acre (the "Reis Triangular Parcel"). The Reis Triangular Parcel will then become part of the Congregation B'nai Jacob Campus. The Settlement Agreement and the proposed D&M Plan moves the right of way for the transmission lines (and the transmission lines) approximately 40 feet farther away from the building used by Congregation B'nai Jacob and Ezra Academy than was the location of the right of way and transmission lines under the Siting Council's April 7, 2005 Decision.

Q. Why is that relatively minor movement of the right of way and transmission lines important?

A. It is important to Congregation B'nai Jacob and Ezra Academy and the many children and families who use our facility as providing an additional safety buffer. All of the witnesses that we are aware of who testified before the Siting Council testified that distance reduces the impact, if any, of EMF on the health of the children using a facility.

Q. What impact, if any, will this relatively minor modification of the route of the right of way and transmission facilities have on any nearby residences?

A. To our knowledge, it will have no impact. The modification is moving the right of way and related transmission facilities approximately 40 feet to the north. The property adjacent to the B'nai Jacob Campus to the north is a large, undeveloped parcel owned by Donna Reis. Thus, there is no nearby residence impacted by this modification.

Q. What is the other modification to the Siting Council's Decision of April 7, 2005 which must be made to implement the Settlement Agreement?

A. The other modification is a change in the route of the right of way and related transmission facilities crossing the JCC Campus. The route approved by the Siting Council in its April 7, 2005 Decision went straight through the middle of the JCC Campus resulting in the route being close to both the JCC main building and the JCC camp facilities. The proposed modification would zigzag that route so that the right of way and related transmission facilities would be significantly farther from both the JCC main building and the JCC Camp's building and pool.

Q. What impact would this have on the areas used by the JCC Camp other than its building and pool?

A. This proposed new route would, in fact, place the new right of way and transmission facilities over land formerly used by the JCC camp for a ball field, play areas, picnic areas and hiking trails. As a result, the JCC plans to move those portions of its camp facility off the current JCC Campus and onto the parcel of land immediately south of the JCC Campus now owned by CL&P (the "CL&P Parcel").

Q. Is the proposed route of the transmission facilities over the CL&P Parcel a modification from the route approved by the Siting Council in its April 7, 2005 Decision?

A. Yes. While the transmission facilities will pass over the CL&P Parcel, as they did in the route originally approved by the Siting Council's April 7, 2005 Decision, the location of the right of way and related transmission facilities will be moved closer to the eastern boundary of the CL&P Parcel so that there is space on the CL&P parcel a safe distance from the proposed power lines to permit use of portions of the Parcel for the relocated ball fields, nature trails and other outdoor activities associated with the JCC Camp, as well as for the construction by the Federation of a continuing care retirement community.

Q. What impact do the modifications to the route of the transmission facilities over the JCC Campus and the CL&P Parcel have on neighboring residences?

A. While the modified route will result in the right of way and related transmission facilities being closer to a few neighboring residences, the modification will not result in the right of way or the related transmission facilities being any closer to any nearby residence than they are to the JCC main building or the JCC Camp's pool and building. Thus, a significant buffer is provided by the modified route, both to the JCC main building and to the JCC Camp's pool, which are used by many children. At the same time, the relocation does not move the right of way in a manner that does not provide at least the same amount of buffer to any nearby residences.

Q. Taking each of the modifications separately, what changed conditions exist which justify modifying the Siting Council's April 7, 2005 Decision with respect to the route of the transmission facilities over the B'nai Jacob Campus?

A. Through the hard work of Judge Levine, extensive negotiations with Donna Reis, and the cooperation of CL&P and UI, under the Settlement Agreement Congregation B'nai Jacob will be able to increase the size of its Campus by purchasing the Reis Triangular Parcel from Donna Reis. When the Siting Council issued its original April 7, 2005 Decision, the Council authorized moving the right of way further from the building used by Congregation B'nai Jacob and Ezra Academy, so long as the right of way was moved on B'nai Jacob's property. The changed circumstance is that now B'nai Jacob has the ability to expand its property a small amount to the north and, therefore, under the same principle followed by the Siting Council in its original Decision dated April 7, 2005, it is now possible, which it was not before, to move the right of way an additional 40 feet away from the building used by Congregation B'nai Jacob and Ezra Academy.

Q. What changed conditions exist which justify modifying the route for the transmission facilities as they pass over the JCC Campus and the adjoining CL&P Parcel?

A. As a result of the persistence and creativity of Judge Levine and the extraordinary cooperation and efforts of CL&P, UI and the Town of Woodbridge, there are now the land and the financial resources available to utilize a zigzag route across the JCC Campus, thereby moving the power lines farther away from the JCC main building and the JCC Camp's building and pool. Neither this land, nor the financial resources, was previously available for this purpose. This is made possible by the Federation purchasing the CL&P Parcel, by the Town of Woodbridge waiving its right of first refusal to purchase that Parcel in exchange for an option granted by the Federation to purchase the CL&P Parcel under certain conditions, the ability to move portions of the JCC Camp onto the CL&P Parcel, the Federation providing the funds to so move certain of the Camp facilities, and the willingness of CL&P to sell the CL&P Parcel to the Federation for these purposes. Simply put, at the time of the Council's April 7, 2005 Decision, the conditions necessary for the Council to feasibly consider a zigzag route did not exist and those conditions now exist as a result of the extraordinary efforts of Judge Levine and

the significant contributions by CL&P, UI, our organizations and the Town of Woodbridge.

Q. Can any portion of the Settlement Agreement proceed if the Siting Council does not approve both modifications which you have discussed and which are part of the Design and Management Plan for Segment 2b submitted by CL&P and UI to the Siting Council?

A. No. The willingness of all parties to proceed with the Settlement Agreement is contingent upon any settlement totally resolving the pending administrative appeals of the Siting Council's April 7, 2005 Decision involving our organizations, the Town of Woodbridge and Donna Reis. Thus, there is no interest by our organization or CL&P and UI to resolving issues involving one of our clients or one of our Campuses if the resolution does not result in the withdrawal by all our clients, the Town of Woodbridge and Donna Reis of their pending administrative appeals.

Q. In summary, why do you believe it is in the public interest for the Siting Council to approve these modifications to the route set forth in its April 7, 2005 Decision?

A. These modifications will increase the safety buffer provided by the distance between the proposed transmission facilities and the facilities of our organizations which are used by hundreds of children daily, while making sure that the modifications do not in any way cause any neighboring residences to have any less of a safety buffer than will be provided to our organizations. This is a win win proposal which is only possible because of the extraordinary efforts of Judge Levine, and the cooperation and significant contributions by all of the parties to the Settlement Agreement. We strongly urge you to approve these modest modifications.