

STATE OF CONNECTICUT  
SITING COUNCIL

**EVERSOURCE ENERGY PETITION FOR : Sub-Petition No. 1293-BR-02**  
**DECLARATORY RULING THAT NO :**  
**CERTIFICATE OF ENVIRONMENTAL :**  
**COMPATIBILITY AND PUBLIC NEED IS :**  
**REQUIRED FOR ALL TRANSMISSION :**  
**ASSET CONDITION MAINTENANCE :**  
**IMPROVEMENTS TO COMPLY WITH THE :**  
**THE UPDATED NATIONAL ELECTRIC :**  
**SAFETY CODE CLEARANCE :**  
**REQUIREMENTS : SEPTEMBER 27, 2018**

**OBJECTION TO APPLICATION FOR PARTY STATUS AND MOTION FOR**  
**HEARING OF THE TOWN OF REDDING**

**I. Introduction**

On September 27, 2018, The Town of Redding (the “Town”) filed an Application for Party Status and Motion For Hearing requesting that the Connecticut Siting Council (the “Council”) grant the Town “party status” in the Council’s proceeding concerning this sub-petition and requests that the Council schedule a formal hearing in this proceeding. (“Town’s Application & Motion”). For the reasons briefly explained below, The Connecticut Light and Power Company, doing business as Eversource Energy (“Eversource”), hereby objects to Town’s Application & Motion because it is contrary to the sub-petition process approved by the Council’s March 30, 2017 grant of the Declaratory Ruling on Petition 1293 (the “Declaratory Ruling”) and relies on baseless assertions concerning Eversource’s sub-petition and proposed work.

## **II. General Response**

The Town's Application for Party Status presumes that there is some reason or need for the Council to grant the Town party status in this sub-petition proceeding under the Declaratory Ruling. Eversource submits that there is no such reason or need for the Council to grant party status to the Town. The Declaratory Ruling provides a straightforward process for the applicable municipality (and abutting property owners) to file comments regarding any sub-petition filed by Eversource. The Town has previously indicated its intent to file comments on Eversource's sub-petition and requested an extension of the date to provide its comments, which was granted in part by the Council by its letter dated September 12, 2018. In the Application and Motion, the Town now seeks to re-design the sub-petition process to allow for a formal hearing, submittal of interrogatories and documentary evidence. Essentially, the Town is seeking to re-shape the streamlined sub-petition process into a formal application proceeding as one used for a new energy facility. Eversource maintains that sub-petition process is correctly designed to determine whether the proposed replacements of transmission structures and structure components comply with the criteria set out in the Declaratory Ruling. If so, the sub-petition should be acknowledged and the work thereby authorized.

The Town's Application & Motion declares that Eversource's Sub-petition "is an amendment to the original Petition" and "seeks changes to the original Petition" and attempts to support its declaration by recounting details of the Eversource's proposed sub-petition work with commentary suggesting large changes to the existing structures.

In fact, Eversource's Sub-petition fully complies with each of the criteria set out in the Declaratory Ruling for this type of maintenance work to help ensure the reliability of its transmission system in compliance with updated National Electric Safety Code requirements. In this Sub-petition, Eversource is planning to replace 22 existing wood structures that are in damaged conditions, with steel structures that are up to 9 feet taller than the existing structures being replaced. In Redding, all replacement structures would have height increases of approximately 4.5 feet. The replacement structures would be located within 15 feet of the location of the existing structures being replaced. These replacements fully comply with the criteria set out in the Declaratory Ruling for changes that would not have a substantial environmental effect.

### **III. Responses to Specific Claims**

Eversource offers the following brief responses to specific claims of the Town.

1. The Town claims that Eversource's plan for a work platform and steel transmission structure would be located only 10-15 feet from a Town resident's backyard house deck and would destroy the resident's existing septic system.

#### **Eversource Response:**

Eversource is working with the affected property owner whose septic system is located within Eversource's right-of-way and has committed to protecting the septic system by matting this area. Although damage to the system is not anticipated, Eversource has also committed to promptly undertaking repairs to any damage caused to by the Project.

Eversource has further offered to provide off- ROW plantings to this property owner to mitigate visual impacts from the structure replacement work.

2. The Town explains that its written response to the Sub-Petition is not due until October 4, 2018, three days after work by Eversource is set to begin on the Transmission Structure Project. The Town is concerned that Eversource is pushing ahead with the Project prematurely and without regard for the Town, abutting property owners, or even the Council's procedural process.

**Eversource response:**

Eversource plans to begin civil construction (tree trimming, right-of-way mowing, access road building, and work area preparation) on October 1 for all maintenance structure replacements that are not subject to the Sub-Petition process. Nevertheless, crews were told to avoid any and all work in Redding until further notice. One crew inadvertently began civil construction in the right-of-way accessed off of Umpawaug Road in Redding on September 26. Eversource has since reinforced with this crew that no work is to begin in Redding until further notice.

3. The Town claims that it has been informed by several residents of Indian Hill Road that Eversource is forcing them to sign contracts for new access roads under the threat that their current property situations will be worse if they refuse to sign the contracts.

**Eversource Response:**

The Town's claim is simply not factually correct. Eversource sent a letter to the Indian Hill Association on September 24 to explain to the Association that, while the Project could build a road within the existing right of way, it would be more impactful to abutting property owners than if Eversource were granted temporary access rights to use previously used access paths to the right-of-way. See attached letter.

4. The Town claims that it is aware that the property of at least one resident will be functionally destroyed by the proposed placement of a steel transmission structure by Eversource.

**Eversource Response:**

There is not sufficient information to understand this claim and to provide a specific response. However, Eversource has been working with property owners to determine if small adjustments can be made to the structure locations on a case-by-case basis.

5. The Town also asserts that it understands affected property owners at 154, 160 and 162 Umpawaug have not been notified by Eversource regarding the proposed Transmission Structure Project or its possible effect on their rights-of-way.

**Eversource Response:**

According to our records, property owners of 154, 160, and 162 Umpawaug Road were all briefed on the standard maintenance structure replacements on August 15, received


start of construction letters sent to their mailing addresses, and were left a door hanger on September 20. These property owners are not abutters to the structures that are subject of the Sub-Petition.

**IV. Conclusion**

For the reasons set out above, Eversource submits that the Town's Application and Motion should be denied.

Respectfully submitted,

THE CONNECTICUT LIGHT AND POWER COMPANY  
DOING BUSINESS AS EVERSOURCE ENERGY

By:  \_\_\_\_\_  
Jeffery D. Cochran  
Senior Council  
Eversource Energy Service Company  
Its Attorney

September 24, 2018

Indian Hill Association  
C/O Steve Coppock  
President, Indian Hill Association  
5 Indian Hill Road  
Redding, CT 06896

**SUBJECT: Eversource Structure Replacement Work on Indian Hill Road in Redding, Conn.**

Dear Mr. Coppock,

On August 29, 2018, The Connecticut Light and Power Company dba Eversource Energy (“Eversource”) representatives briefed the Indian Hill Association (“Association”) about the upcoming structure replacement work (1565 Line) and proposal to access Eversource’s right of way via Indian Hill Road and private properties.

While most structures in your area cannot be replaced until the Connecticut Siting Council (“CSC”) issues a decision on Eversource’s Sub-Petition, Eversource is preparing to begin civil construction associated with this upcoming structure replacement project in early October, with the structure work to commence upon receipt of CSC approval. Civil construction includes the removal of vegetation and the installation of access roads and work pads.

Based on documents recorded in the Town of Redding Land Records, Eversource has sufficient property rights to access its right of way off of Seventy Acres Road; however, Eversource is currently proposing to access its right of way by travelling down Indian Hill Road and then utilizing access paths on individual private properties to minimize the scope of civil construction activities and to reduce the duration of time that construction will be occurring in the area. The paragraphs below detail the steps if we are able to secure temporary access permits from the private property owners, as well as if we do not secure temporary access permits and instead construct an access route within our existing right of way.

Temporary access permits would allow for our contractors to access the right of way via existing paths located on private property. According to our records, the proposed access paths were temporarily used to install Eversource’s wooden poles in 1984. If temporary access permits are provided by the affected private property owners to safely complete construction, Eversource would need to improve these private access paths by removing vegetation and placing additional stone material down for our equipment to safely travel to the right of way. We anticipate that it would take one or two weeks to complete this access path work. At the completion of the structure replacement work, the temporary access paths would be restored to their pre-construction conditions.

If temporary access on the private paths cannot be secured, Eversource will need to construct an access route that is entirely within the existing right of way, for which we currently have sufficient property rights.

For your information, we have attached reference documents pertaining to Indian Hill Road that include:

- **Declaration**, recorded in Volume 101 / page 280 of the Town of Redding Land Records, explains that the roadway (Indian Hill Road) is to provide access to and from the individual properties within the Association for ingress and egress including the installation, maintenance and repair of all utilities as if Indian Hill Road were a public highway. Consequently, Eversource as a Connecticut electric distribution company defined in Connecticut General Statutes §16-1, has the right to use Indian Hill Road for the installation, maintenance and repair of its electric lines that are installed within Eversource's right of way that crosses individual properties within the Association.

Constructing an access route that is entirely within the existing right of way, would require breaking up and removing rock and ledge to install an approximately 16-foot-wide gravel road from Seventy Acres Road to Peaceable Street. To install this road, crews would need to grade the terrain, which would require hammering the rock/ledge material along the route for several weeks. In addition, this construction would necessitate equipment crossing several driveways that currently pass through the existing right of way.

To avoid building the access route in the right of way, and minimize impacts to property owners in the area, Eversource prefers and recommends that it work to obtain several individual access permits from property owners along Indian Hill Road. Eversource has been attempting and will continue to attempt to contact property owners in an effort to secure such temporary access rights; however, if these rights are not obtained by the first week of October, Eversource will need to construct an access route that is entirely within its existing right of way.

As a follow-up to the meeting on August 29, 2018, Eversource evaluated the Association's request for Eversource to repave the entirety of Indian Hill Road in lieu of compensation for individual access permit agreements. Eversource determined that it will assess any damage to Indian Hill Road and repair any and all identified damage due to the construction of the structure replacement project, rather than repaving the entire road. If Eversource receives all necessary individual access permits, we will provide to the Association a Side Letter Agreement incorporating this commitment to repair all identified damage to the road.

If you would like to meet again, or have any further questions, please contact Garin Greenholt, Project Outreach Representative, at 413-219-6307 or via email at [Garin.Greenholt@eversource.com](mailto:Garin.Greenholt@eversource.com).

Thank you in advance for your cooperation as we continue to work to improve electric reliability for our customers.

Sincerely,

*Joseph Nesdale*

Joseph Nesdale  
Manager – Transmission Maintenance



DECLARATION

Declaration dated this 19<sup>th</sup> day of May, 1978 by Jean Pierre Lessard and Jean Ann Lessard of Bethel, Connecticut and Lounsbury Construction Co., Lounsbury Development Corp., Lounsbury Builders, Inc., Lounsbury Excavation Co., and Lounsbury Building & Development Co., all Connecticut corporations with their principal office in Bethel, Connecticut, acting herein by Peter Lounsbury, their president, duly authorized.

WHEREAS, Jean Pierre Lessard and Jean Ann Lessard are the owners of Parcel D1 on a certain map entitled "Map, Seventy Acre Road, Redding, Connecticut Prepared for Lounsbury Construction Co., Lounsbury Development Corp., Lounsbury Builders Inc., Lounsbury Excavation Co., Lounsbury Building & Development Co. Residential & Farming District "A", dated May 8, 1978 and certified substantially correct by James W. Kreyer, L.S. which map is on file in the Redding Town Clerk's Office as Map No. , to which reference may be had; and

WHEREAS, Lounsbury Construction Co. is the owner of Parcels D4, D6, D8, ~~D10~~ and D18 shown on said map; and

WHEREAS, Lounsbury Development Corp. is the owner of Parcels D2, D7, D11, D12 and D19, shown on said map; and

WHEREAS, Lounsbury Builders, Inc. is the owner of Parcels ~~D10~~ and D13 shown on said map; and

Part # 1243

WHEREAS, Lounsbury Excavation Co., is the owner of  
Parcels D3, D5, D14 and D17 shown on said map; and

WHEREAS, Lounsbury Building & Development Co. is the  
owner of Parcels D9 and D16 shown on said map; and

WHEREAS, an "existing constructed road" is shown on said  
map; and

WHEREAS, it is intended that access to the Parcels shown  
on the aforementioned map be provided by the "existing  
constructed road" as it exists, as it is extended on said  
map and as it may be extended; and

WHEREAS, it is desired to provide for mutual and common  
maintenance and/or improvement and access by the use of said  
roadway to and from all of said lots to and from Seventy Acre  
Road for all purposes of ingress and egress including the  
installation, maintenance and repair of utilities as if the  
same were a public highway; and

WHEREAS, it is desired to apportion the expense of  
maintenance and repair including snow removal proportionately  
to the use and interest of the respective parcel owners;

NOW, THEREFORE, the undersigned does declare the following  
covenant regarding maintenance, improvement and repair of the  
roadway as shown on the aforementioned map:

1. The respective owners of said parcels shall each  
possess a right of access for ingress and egress and for all  
utility use as is set forth above in, over, upon and across  
said roadway, including the rights of non contiguous parcels to  
cross over adjoining parcels to reach said accessway, and said

roadway shall be kept clear of obstructions at all times.

2. The expense of maintenance, improvement and repair shall be borne by the parcels equally. The owner of each parcel shall pay \$175.00 on October 1 of each year as payment for said expense, which amount may be changed from time to time by the association to be formed as described in paragraph 4 and in no event shall be less than 1/19th of the reasonable amount of said expenses.

3. The decision as to whether to provide for snow removal and for improvement, maintenance or repair of the service of the roadway will be made by a majority of 75% of the nineteen parcel owners. Each parcel shall have one vote regardless of the number of record owners of the same.

4. An association shall be formed by the owners of the parcels described on the aforementioned map for the purpose of implementing this declaration. Said association shall elect officers and shall make its own rules and regulations necessary to carry out this declaration.

5. The United States Post Office shall have a right of way over said roadway for the sole purpose of mail delivery.

This covenant shall inure to the benefit of and be binding upon the owners of said parcels and their respective heirs, successors and assigns.

Dated at Ridgefield, Connecticut, this 19<sup>th</sup> day of May, 1978.

LOUNSBURY DEVELOPMENT CORP.  
By *Peter Lounsbury*  
PETER LOUNSBURY, its  
President duly authorized

Signed, Sealed and Delivered  
in the Presence of:

*Josephine M. Egan*  
Josephine M. Egan  
*Joseph A. Egan, Jr.*  
Joseph A. Egan, Jr.

LOUNSBURY BUILDERS, INC.  
By *Peter Lounsbury*  
PETER LOUNSBURY, its  
President duly authorized

*Josephine M. Egan*  
*Joseph A. Egan, Jr.*  
*Joseph A. Egan, Jr.*

LOUNSBURY EXCAVATION CO.  
By *Peter Lounsbury*  
PETER LOUNSBURY, its  
President duly authorized

*Josephine M. Egan*

LOUNSBURY BUILDING &  
DEVELOPMENT CO.  
By *Peter Lounsbury*  
PETER LOUNSBURY, its  
President duly authorized

*Joseph A. Egan, Jr.*

LOUNSBURY CONSTRUCTION CO.  
By *Peter Lounsbury*  
PETER LOUNSBURY, its  
President duly authorized

*Josephine M. Egan*  
*Josephine M. Egan*  
*Josephine M. Egan*

*Jean Pierre Lessard*  
JEAN PIERRE LESSARD

*Josephine M. Egan*

*Jean Ann Lessard*  
JEAN ANN LESSARD

*Joseph A. Egan, Jr.*

STATE OF CONNECTICUT )  
                                  ) ss: Ridgefield      May 19<sup>th</sup> 1978  
COUNTY OF FAIRFIELD )

Personally appeared, JEAN PIERRE LESSARD and JEAN ANN LESSARD, signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed before me.

*Joseph A. Egan, Jr.*  
JOSEPH A. EGAN, JR.  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss: *Ridgefield* May 1<sup>st</sup>, 1978

Personally appeared, LOUNSBURY DEVELOPMENT CORP., acting herein by PETER LOUNSBURY, its President, hereinto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be its free act and deed before me.

*Joseph A. Egan, Jr.*  
JOSEPH A. EGAN, JR.  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss: *Ridgefield* May 1<sup>st</sup>, 1978

Personally appeared, LOUNSBURY BUILDERS, INC., acting herein by PETER LOUNSBURY, its President, hereinto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be its free act and deed before me.

*Joseph A. Egan, Jr.*  
JOSEPH A. EGAN, JR.  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss: *Ridgefield* May 17, 1978

Personally appeared, LOUNSBURY EXCAVATION CO., acting herein by PETER LOUNSBURY, its President, hereinto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be its free act and deed before me.

*Joseph A. Egan, Jr.*  
JOSEPH A. EGAN, JR.  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss: *Ridgefield* May 19, 1978

Personally appeared, LOUNSBURY BUILDING & DEVELOPMENT CO., acting herein by PETER LOUNSBURY, it president, hereinto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be its free act and deed before me.

*Joseph A. Egan, Jr.*  
JOSEPH A. EGAN, JR.  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss: *Ridgefield* May 19, 1978

Personally appeared, LOUNSBURY CONSTRUCTIONS CO., acting herein by PETER LOUNSBURY, its president, hereinto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be its free act and deed before me.

*Joseph A. Egan, Jr.*  
JOSEPH A. EGAN, JR.  
Commissioner of the Superior Court

RECEIVED FOR RECORD *May 19 1978* AT *12* HR. *37* MIN. *P. M.* *W. Emerson Bennett*  
TOWN CLERK OF REDDING