

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

THE CONNECTICUT LIGHT AND POWER
COMPANY D/B/A EVERSOURCE
ENERGY PETITION FOR A DECLARATORY
RULING THAT NO CERTIFICATE OF
ENVIRONMENTAL COMPATIBILITY AND
PUBLIC NEED IS REQUIRED FOR
PROPOSED MODIFICATIONS TO AN
EXISTING TELECOMMUNICATIONS
FACILITY ON ELECTRIC TRANSMISSION
LINE STRUCTURE NO. 9950, OWNED BY
EVERSOURCE ENERGY WITHIN AN EXISTING
EVERSOURCE ENERGY ELECTRIC
TRANSMISSION LINE RIGHT-OF-WAY,
LOCATED AT THE BIRCHWOOD
CONDOMINIUM COMPLEX, 27 CROWS
NEST LANE, DANBURY, CONNECTICUT

PETITION NO. 1325

OCTOBER 12, 2017

**BIRCHWOOD CONDOMINIUM ASSOCIATION
OBJECTION TO PETITION FOR DECLARATORY RULING**

Birchwood Condominium Association (the “Association”) submits this Objection to the Petition for Declaratory Ruling No. 1325 (“Petition”) filed by The Connecticut Light and Power Company d/b/a Eversource Energy (“Eversource”) because the project that is the subject of the Petition (“the Project”) will cause substantial adverse environmental impact. In support of this Objection, the Association also submits the Affidavit of Lauren Zane (“Zane Aff.”), a copy of which is attached as Exhibit A.

The Project involves the placement of an above-ground 500-gallon propane tank in dangerous proximity to residential buildings and facilities, and in an area heavily-used by families and children. There will be adverse environmental impacts during and after construction, including tree and vegetative removal. The Project would unreasonably burden the Association’s property beyond the boundaries of Eversource’s utility easement, impact parking

for residents, and interfere with residents' access to Association amenities. The Project would also impede the Association's ability to remove snow in the winter, and cause the Association to incur substantial added expense. In addition, the Project would destroy the property's landscape and scenic value.

Accordingly, pursuant to the provisions of *Conn. Gen. Stat.* § 16-50k(a), the Siting Council may not approve the Project by declaratory ruling. Rather, Eversource must apply for a certificate of environmental compatibility and public need ("Certificate") in accordance with the provisions of the Public Utility Standards Act, *Conn. Gen. Stat.* §§ 16-50g et seq. ("PUESA") and the Siting Council's Rules of Practice, Regulations of Connecticut State Agencies §§ 16-50j-1 through 16-50j-91 ("Rules of Practice").

BACKGROUND

On September 15, 2017, Eversource filed the Petition seeking a declaratory ruling that no Certificate is required for the Project, which involves the installation of an uncovered fenced compound containing a 20-kilowatt propane-fueled back-up power generator and 500-gallon above ground propane tank. (Petition, p. 3, 14). The compound will be located in an area used as a school bus stop and next to a grassy area commonly used by families for picnics and recreation. (Petition, p. 4; Zane Aff., ¶ 6). It will also be next to the Association's pool and tennis courts, and only 180 feet away from Building 2, a residential complex. (Petition, p. 14; Zane Aff., ¶ 7 & Ex. 2, Picture 1). There will be no roof or screen covering the equipment compound. (Petition, Att. 1; Zane Aff., Ex. 1, Photo 2 Proposed).

The area near where Eversource seeks to place the uncovered 20-watt generator and 500-gallon above-ground propane tank is currently used as a bus stop for children from several schools to be picked up and dropped off. (Petition, p. 9; Zane Aff. ¶ 8 & Ex. 2, Picture 7).

Students from the area also regularly walk across the Association's property to get to and from Shelter Rock Elementary School, which is one-quarter mile away. (Petition, p. 12; Zane Aff. ¶ 9 & Ex. 2, Picture 6). In addition, the Association has been working with the police to deal with security and safety issues in this area caused by people illegally accessing Association facilities and causing damage, including vandalism. (Zane Aff., ¶ 10).

Construction of the Project will take place during the winter. Even after construction, Eversource admitted that it will need to access the Project site at least four times per year and possibly more in the event of unforeseen repairs. Eversource claims that it must have 24-hour access to the adjacent parking lot. (Zane Aff., ¶ 20). However, this parking lot is closed off with a chain during the winter months to enable the Association to use the lot for snow storage. (Petition, p. 9; Zane Aff., ¶ 11). Eversource's representatives told the Association that once the Project is approved, the Association will no longer be able to close off the parking lot for storage of snow during the winter. (Zane Aff., ¶ 20). There is already limited parking at the Association. If the Project is approved, the Association will be unable to prevent cars from taking up space in the parking lot during the winter and accordingly, it will be unable to use the parking lot for snow storage. (Zane Aff., ¶ 20).

During the summer, this parking lot is used extensively for parking for residents using the pool, tennis courts and surrounding green areas for recreational activities. (Zane Aff., ¶ 12). These amenities are among the reasons that residents choose to live at the Association. The Project would impede the ability of residents and guests to use the parking lot in the summer, in an area where parking is necessary. (Zane Aff. ¶ 12).

Prior to the filing of the Petition, Eversource representatives met once with the Association's board of directors. (Petition, p. 16; Zane Aff., ¶ 13). At the meeting, the

Association raised several concerns and questions relating to the impact of building a permanent 12-foot-tall, 30-by-28-foot uncovered structure housing a 20-kilowatt generator and 500-gallon propane tank next to a bus stop, near residential facilities, and in an area regularly used by children. (Zane Aff., ¶ 14). The Association also raised concerns relating to the Project's disruption of the surrounding landscape and scenic views, the Project's denial of parking access to Association residents and guests, the Project's impact on the Association's ability to be able to effectively deal with heavy snow storms, and the increased financial burden that will be imposed on the Association as a result of the Project. (Zane Aff. ¶ 14). Nonetheless, Eversource filed the Petition without addressing the vast majority of the concerns raised by the Association's board of directors.

Pursuant to *Conn. Gen. Stat.* § 16-50k(a)(B)(ii), the Project is one that the Siting Council may approve by declaratory ruling only if "the council does not find a substantial adverse environmental effect." Section 16-50j-39(a) of the Siting Council's Rules of Practice requires that a petition for declaratory ruling "be accompanied by a statement of any data, facts, and arguments that support the position of the person making the inquiry." In the present case, the Petition fails to address the Association's concerns and poses an unacceptable health and safety hazard by placing an uncovered generator and above-ground 500-gallon propane tank in dangerous proximity to residential buildings and facilities, and in an area heavily-used by families and children. As a result, the Petition must be denied as it does not present sufficient data, facts, or arguments to support a finding that the Project will have no substantial adverse environmental effect.

ARGUMENT

The Project cannot proceed before the Siting Council via a declaratory ruling because Eversource has failed to establish that the Project will not cause a substantial adverse environmental effect.

I. The Project creates a healthy and safety hazard to children who regularly use the area as a school bus stop and traverse the Association's property.

Construction of the Project, including the uncovered generator and above-ground propane tank, will be located near a bus stop that is used by children from several area schools to be picked up and dropped off. (Zane Aff., ¶ 8). In addition, many young school children walk through the area of the Project site across the Association's property to get to Shelter Rock Elementary School one-quarter mile away. (Zane Aff., ¶ 9).

During the construction phase of the Project, Eversource will have to bring heavy construction equipment onto the Association's property in order to perform regrading and leveling of existing topography, in addition to excavations. (Petition, p. 14). Eversource will also use the adjacent parking lot for access to the construction site. (Petition, p. 9). As a result of these construction activities, students from several area schools may be denied access to their bus stop. Also, students walking to and from Shelter Rock Elementary School will be forced to walk near the construction site. Engaging in heavy construction activities in an area so heavily-travelled by children is a safety risk that must be avoided.

While Eversource states generally that it "has agreed to limit work hours as not to interfere with school bus pickup schedules during the school year," it does not go far enough and would be impractical. Eversource told the Association that work hours would most likely be 7 AM to 4 PM Monday through Friday, or 9 hours per day. (Zane Aff., Ex. 1). However, school bus pickups continue in the morning until approximately 8:30 AM and school bus drop-offs

begin as early as 1:00 PM. (Zane Aff., ¶ 8). In the Petition, Eversource has not explained how it will complete the Project in a timely fashion given these constraints, or when it proposes to do the work if it cannot do so between 7 AM and 4 PM.

In addition, Eversource has not explained how it intends to mitigate the impact of heavy construction activities in an area so heavily-travelled by children. Indeed, Eversource's Petition fails to identify any measures to ensure that children are not harmed by the tools, machinery, or vehicles that will be on-site, or to ensure that children are not harmed as a result of having to use a different route to cross the Association's property. Moreover, the Petition says nothing of the increased burdens on the Association to address these new potential dangers.

After construction of the Project, even though the compound will be uncovered and unprotected from interference, students will continue to use the area as a bus stop and to use the Association's property in and around the compound to get to and from school. This would lead to an increased risk of interference with the new facility and resulting injury. The Petition does not address any of the health and safety risks posed by this Project as a result of its placement next to a bus stop and in an area regularly used by children. As a result, Eversource has failed to demonstrate that the Project will not have a substantial adverse environmental effect.

II. The location of an uncovered generator and 500-gallon propane tank next to residential buildings and recreational areas creates a health and safety hazard.

Once built, the uncovered equipment compound, with its 20-watt generator and 500-gallon propane tank, will be located 180 feet from the Association's residential Building 2. (Petition, p. 14). The compound will be even closer to its pool, its tennis courts and open grassy areas that families and children regularly use for recreation. (Petition, p. 14; Zane Aff., ¶ 6 & Ex. 2). The Association has a limited amount of recreational area, and those grassy areas get very busy. (Zane Aff., ¶ 6).

Figure 1 below contains a close-up image of Figure 4 of the Petition, demonstrating just how close the uncovered generator and 500-gallon propane tank would be to the Association's residential building and recreational areas:

Figure 1. Site Schematic (Petition, p. 15, Fig. 4)



Placing the generator and propane tank in an uncovered equipment compound exposed to outside interference and so close to these heavily-used residential and recreational areas poses unacceptable health, safety and security risks to the Association's unit owners and guests. (Zane Aff., ¶ 24). Moreover, the presence of the equipment compound will exacerbate a problem with trespassers causing property damage that the Association has been working with the Danbury police to prevent. (Zane Aff., ¶ 10). It will, therefore, dramatically increase the safety and security threat posed by these incidents. The Project will impose a new, additional burden on the Association to ensure the safety and security of its property – a burden that the Association should not have to bear. Because Eversource has not addressed these increased health, safety and security risks, it has failed to establish that there will be no substantial adverse environmental effect associated with this Project.

III. The impact of the Project would cause a substantial adverse environmental effect on the surrounding areas

a. The Project would require the regrading and leveling of the land in and around the Project site, including the removal of greenery and trees, which will cause a substantial adverse environmental effect on the surrounding area.

The current area in and around the proposed Project site is sloped and covered with grass, trees and bushes. (Petition, Att. 7, Photo 1). Eversource states that in order to build the equipment compound, it would need to regrade and level the site, and engage in trenching for the installation of new cables, concrete pads and fence posts. (Eversource, p. 14). Although the Petition does not specifically state that trees will be removed, Eversource told the Association's board that tree removal will in fact be required. (Zane Aff., ¶ 19). Figure 2 below demonstrates how close the proposed equipment compound will be to nearby trees, demonstrating how Eversource will need to remove trees in order to lay the concrete foundation required for the equipment compound:

Figure 2. Photograph of area of proposed equipment. (Zane Aff., Ex. 2, Picture 5)



Eversource's proposed construction will drastically change the landscape of the area in and around the Project site. Once the equipment compound is completed, Eversource told the Association that it will be responsible for maintaining the area around the site including the "arborvitae" (small bushes) that Eversource intends to plant next to the 12-foot vinyl fence surrounding the compound. Accordingly, the Project will result in increased landscaping expenses for the Association. (Zane Aff., ¶ 19). As a result of these significant and permanent changes to the landscape, Eversource has failed to establish that there will be no substantial adverse environmental effect associated with this Project.

b. The Project would interfere with the Association's snow removal efforts, substantially increase the cost of snow removal, and deny unit owners and guests access to parking.

The Association has limited parking. During the summer months the Association uses the parking lot adjacent to the Project site for pool and tennis court parking. (Zahn Aff., ¶ 12). For years, in the winter, that parking lot has been blocked off to vehicles so that it could be used to store snow plowed from other Association areas. (Zahn Aff., ¶ 11). This has allowed the Association to avoid the increased cost associated with using heavy loaders and dump trucks to move snow. (Zahn Aff., ¶ 11). Eversource's construction of the Project, however, will use this front parking lot for vehicle access during construction and for regular maintenance activities after construction. (Zahn Aff., ¶ 20). Eversource also insisted it will need 24-hour access to the parking lot after construction. (Zane Aff., ¶ 20). As a result, Eversource told the Association that it will no longer be able to cordon off the parking lot during the winter. (Zane Aff., ¶ 20).

If the Project is approved, because the Association will not be able to cordon off the parking lot, the Association will be unable to prevent cars from taking up space in the parking lot during the winter and unable to use the parking lot for snow storage. (Zane Aff., ¶ 20). Because

the Association will be unable to use the parking lot for snow storage, the Association will be forced to pay its snow removal company \$220 per hour to use a loader and dump truck to move the snow to another area on the Association's property, resulting in an increase in snow removal expense of thousands of dollars per year, and a potential impact on parking elsewhere. (Zane Aff., ¶ 21). Moreover, the Project will impede the ability of residents and guests to use the parking lot in the summer, unfairly affecting residents' access to the amenities at the Association, which is why many residents chose to live in the Association. (Zane Aff., ¶ 22).

The Petition does not address this interference with the Association's snow removal efforts, the Project's impact on parking, the interference with access to Association amenities, or the substantial cost to the Association to use a different snow storage area. As a result, Eversource has failed to establish that there will be no substantial adverse environmental effect associated with this Project.

c. The Project would permanently disfigure the landscape of the Association's property and adversely affect the scenic value of the Association and all of its unit owners.

One of the purposes of PUESA is to minimize damage to scenic values. *See Conn. Gen. Stat.* § 16-50g. This Project does just the opposite. Building a 30x28 foot structure surrounded by a 12-foot-tall vinyl fence would drastically alter the landscape of the Association's property and damage its scenic value.

Currently, travelers on Crows Nest Lane and visitors to the Association complex enjoy a view of the City of Danbury from the grassy hilltop upon which the Association is located. (Zane Aff., ¶ 23). The landscape and scenic view are valuable aspects of the Association's property. (Zane Aff., ¶ 23). Figure 3 below contains photographs depicting the landscape and scenic view from this area.

Figure 3. Photographs of landscape and scenic view of area of proposed equipment compound.

a. View from parking lot near proposed Project site (Zane Aff., Ex. 2, Picture 3)



b. View of nearby grassy area from proposed Project site (Zane Aff., Ex. 2, Picture 6)



The Project, if approved, would inject an unsightly new 30x28 foot structure surrounded by a 12-foot-tall vinyl fence in the middle of this open area and destroy this scenic view. Even worse, this structure will be among the first things that visitors to the Association and anyone travelling on Crows Nest Lane will see. Eversource's proposal to place small bushes in front of the fenced structure does nothing to address the disruption to this open landscape and the scenic value of the area. As a result, Eversource has failed to show that the Project will have no substantial adverse environmental effect.

IV. Construction of the Project would have impacts far beyond the boundaries of the easement area and create a private nuisance on the Association's property.

The construction of the uncovered equipment compound containing a 20-watt generator and 500-gallon propane tank as proposed by Eversource will impose an unreasonable burden on the Association's use and enjoyment of its property and constitute a nuisance. Importantly, as described above, the impact of the Project will also be felt well beyond the boundaries of the easement area.

Connecticut courts consistently have held that a nuisance is created when an easement is used in a manner that unreasonably overburdens and interferes with the underlying property owner's use and enjoyment of his or her property. The focus of the nuisance analysis is on the extent of the interference with the property owner's use and enjoyment – not on whether the use of the easement causing the interference is reasonable or permitted. *See Pestey v. Cushman*, 259 Conn. 345, 359-360 (2002). As the Connecticut Supreme Court held in *Peterson v. Town of Oxford*, 189 Conn. 740 (1983), “[t]he use of an easement must be reasonable and as little burdensome to the servient estate as the nature of the easement and the purpose will permit.” *Id.* at 745. In that case, the Supreme Court held that even though “drainage through the plaintiff's property was necessary and pursuant to an easement,” the holder of the easement unreasonably

burdened and damaged plaintiff's property both inside and outside the easement area, thereby creating a nuisance. *Id. at 744-745.* See also *Campanelli v. Connecticut Light and Power*, 2011 WL 4424798 (Conn. Super. Sept. 7, 2011) (denying summary judgment for defendant on plaintiff-landowner's nuisance claim resulting from damages caused by replacing electronic transmission lines and poles on plaintiff's property, notwithstanding a utility easement). Cf. *Zhang v. Communications Enterprises, Inc.*, 272 Conn. 627, 639-640 (2005) (reversing summary judgment for defendant where trial court failed to consider whether defendant's use of easement to install telecommunication equipment near existing tower imposed unreasonable burden on plaintiff's property).

Like the cases cited above, Eversource's proposed use of its utility easement would unreasonably overburden and interfere with the Association's use and enjoyment of its property, both within the easement area and outside the easement area. It will constitute a nuisance. As set forth above, the Project creates new health and safety risks to residents, visitors and passersby, including children. In addition, the Association will be forced to incur additional expense to deal with those increased risks and to maintain the landscaping around the proposed compound. The Project will also interfere with the Association's ability to remove snow unless the Association pays thousands of additional dollars to store snow in a different location. Moving snow to another location could interfere with the limited parking at the Association – areas that are outside the boundaries of the easement area.

The Petition is silent as to how Eversource will address these burdens being placed on the Association both within and outside the easement area. As a result, Eversource has failed to show that the Project will have no substantial adverse environmental effect.

V. The Association urges Eversource to explore Project alternatives that would lessen its adverse environmental impact.

As described above, the Project would have a substantial adverse environmental effect.

In addition, the impacts of the Project would extend far beyond the easement boundaries, creating a nuisance in violation of Connecticut law. The Petition, however, is silent as to whether Eversource has investigated any alternatives that would have a less adverse environmental impact. The Association urges Eversource to explore alternatives so as to avoid the substantial adverse environmental effect of this Project.

CONCLUSION

If Eversource intends to move forward with this problematic Project, it must be required to file an Application for Certificate of Environmental Compatibility and Public Need, so that the Council can fully evaluate the multitude of adverse environmental effects caused by this Project. The Association should be afforded the right to cross-examine Eversource's witnesses, and to present its own evidence to demonstrate just how harmful this Project would be. The Petition should be denied.

Respectfully submitted,

Birchwood Condominium Association

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EXHIBIT A

(Affidavit of Lauren Zane)

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY PETITION FOR A DECLARATORY RULING THAT NO CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED IS REQUIRED FOR PROPOSED MODIFICATIONS TO AN EXISTING TELECOMMUNICATIONS FACILITY ON ELECTRIC TRANSMISSION LINE STRUCTURE NO. 9950, OWNED BY EVERSOURCE ENERGY WITHIN AN EXISTING EVERSOURCE ENERGY ELECTRIC TRANSMISSION LINE RIGHT-OF-WAY, LOCATED AT THE BIRCHWOOD CONDOMINIUM COMPLEX, 27 CROWS NEST LANE, DANBURY, CONNECTICUT

PETITION NO. 1325

OCTOBER 12, 2017

AFFIDAVIT OF LAUREN ZANE

STATE OF CONNECTICUT)
) ss. DANBURY
COUNTY OF FAIRFIELD)

I, Lauren Zane, being duly sworn, hereby depose and say:

1. I am over the age of eighteen and believe in the obligations of an oath.
2. I am the President of Birchwood Condominium Association, Inc. (the “Association”) which represents the unit owners of Birchwood Condominium.
3. I have personal knowledge of the facts set forth in this Affidavit.
4. I have read the Petition for Declaratory Ruling (the “Petition”) filed in the above-captioned Docket on September 15, 2017 by The Connecticut Light and Power Company d/b/a Eversource Energy (“Eversource”), which asks the Connecticut Siting Council to find that there will be no substantial adverse environmental effects caused by the project (the “Project”).

5. The Project proposed by Eversource involves the construction of an uncovered equipment compound containing an equipment shelter, a 20-kilowatt propane-fueled back-up power generator and a 500-gallon above ground propane tank.
6. The proposed site of the uncovered equipment compound is adjacent to a grassy area commonly used by families and small children for picnics and recreation. The Association has a limited amount of grass area and this grassy space is a very busy area.
7. The equipment compound will be located adjacent to the Association's pool and tennis courts, and within 180 feet of Building 2, a residential complex.
8. The area in and around the proposed Project site is currently used as a bus stop for young students from several area schools to be picked up and dropped off. School bus pickups continue in the morning until approximately 8:30 AM and school bus drop-offs begin as early as 1:00 PM.
9. Students from the area also regularly walk across the Association's property to get to and from Shelter Rock Elementary School, which is one-quarter mile away.
10. The Association has been working with the Danbury police to deal with security and safety issues relating to individuals illegally accessing Association facilities and causing damage, including vandalism.
11. The parking lot adjacent to the Project site (which Eversource will use for access) is closed off with a chain during the winter months to enable the Association to use the lot for snow storage. During the winter, access to the parking lot is only granted to the Association's snow removal company. Utilizing the lot for storage of snow allows the Association's snow removal vendor to use plow trucks to push the snow into the front lot, which eliminates the need to pay for loaders and dump trucks (and associated labor) to move the snow to another area. If the

Association cannot use this parking lot to store plowed snow, the snow cannot be stored on any other parking lot because the Association has limited parking. Instead, the snow would have to be moved to an area on the Association's property that would require the use of loaders and dump trucks, resulting in thousands of additional dollars in snow removal expenses.

12. In the summer, this parking lot is used extensively for parking for people using the pool, tennis courts and surrounding green areas for recreational activities. There is limited parking on the Association grounds. The Project would impede the ability of residents and guests to use the parking lot in the summer, in an area where parking is necessary.

13. Eversource representatives met once with the Association's board of directors, in March 2017, to discuss the Project. At the March 2017 meeting, Eversource gave the Association a document entitled "Eversource Proposed Telecommunications Improvements" describing the Project, a true and correct copy of which is attached as Exhibit 1.

14. At the March 2017 meeting, the Association raised several concerns and questions relating to the impact of building a permanent 12-foot-tall 30-by-28-foot uncovered structure housing a 20-kilowatt generator and 500-gallon propane tank next to a bus stop, near residential facilities, and in an area regularly used by children. The Association also raised concerns relating to the Project's disruption of the surrounding landscape and scenic views, the Project's denial of parking access to Association residents and guests, the Project's impact on the Association's ability to be able to effectively deal with heavy snow storms, and the increased financial burden that will be imposed on the Association as a result of the Project.

15. Between the date of the March 2017 meeting and the time of the filing of the Petition, Eversource did not address the vast majority of the concerns raised by the Association's board of directors.

16. After the Project is built, children will continue to use the Association's property in and around the proposed uncovered equipment compound to be picked up and dropped off by school buses, and to get to and from school.
17. Construction of the Project will exacerbate and increase the safety risks associated with an ongoing problem of loitering and vandalism, which the Association has been working with the Danbury police to prevent.
18. Construction of the Project will lead to increased expenses for the Association in order to ensure the safety and security of the users of its recreational areas and facilities, and individuals traversing the Association's property.
19. As part of the Project, Eversource told the Association that trees will have to be removed and after its construction, the Association will be responsible for maintaining the area around the equipment compound including the "arborvitae" (small bushes) that Eversource intends to plant. This will increase the landscaping expenses of the Association.
20. Eversource's representatives also said that once the Project is approved, the Association will no longer be able to cordon off the parking lot adjacent to the proposed Project site that the Association uses for storage of plowed snow during the winter. During construction, trucks and construction vehicles will be using that parking lot. After construction, Eversource admitted that it will need to access the Project site at least four times per year and possibly more in the event of unforeseen repairs. Eversource also insisted it will need 24-hour access to the parking lot after construction. As a result of the Association not being able to cordon off the parking lot, if the Project is approved, the Association will be unable to prevent cars from taking up space in the parking lot during the winter and unable to use the parking lot for snow storage.

21. Because the Association will be unable to use the parking lot adjacent to the proposed Project site for snow storage if the Project is approved, the Association will be forced to pay its snow removal company \$220 per hour to use a loader and dump truck to move the snow to another area on the Association's property, resulting in an increase in snow removal expense of thousands of dollars per year, and potentially impacting parking elsewhere.
22. Because the Project will impede the ability of residents and guests to use the parking lot in the summer, residents' access to the amenities at the Association will be adversely affected. This would be unfair to residents who chose to live at the Association because of those amenities.
23. The Project would dramatically alter the landscape and scenic value of the Association's property. Currently, travelers on Crows Nest Lane and visitors to the Association complex enjoy a view of the City of Danbury from the grassy hilltop upon which the Association is located. The landscape and scenic view are valuable aspects of the Association's property. Attached as Exhibit 2 are true and accurate photographs I took of the current view of the proposed Project site.
24. Eversource proposes placing an uncovered compound containing a generator and above-ground 500-gallon propane tank in dangerous proximity to residential buildings and facilities, and, even worse, in an area heavily-used by families and children. A fire in the compound or an explosion of the propane tank would cause substantial bodily harm or death to anyone nearby and devastate the Association. As a result, the Project poses an unacceptable risk to the health and safety of the Association and its residents.

I hereby swear and state that the foregoing facts are true and accurate to the best of my knowledge.


Lauren Zane

Sworn to before me this 12th day of October, 2017.



Notary Public
My Commission Expires: 11-30-2018

KIM A. MORABITO
NOTARY PUBLIC
MY COMMISSION EXPIRES 11-30-2018

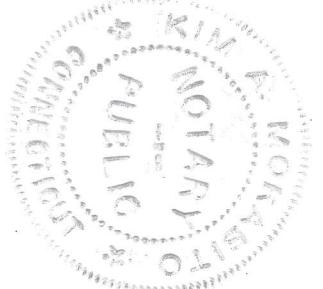


EXHIBIT 1

Eversource Proposed Telecommunications Improvements
Birchwood Condominiums
Danbury, CT
March 21, 2017

Eversource is proposing to:

- Modify the telecommunications equipment attached to one of the existing transmission structures located in the Eversource easement area at the Birchwood Condominiums. This equipment provides real time data concerning the operations of the electric system.

Scope of work is:

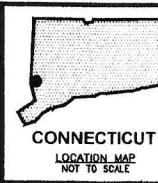
- Add an 11x16 equipment shelter to cover additional telecommunications equipment
- Add a 20 kw backup power generator
- Add a propane tank to serve as a power source for the generator
- Enclose the area with a 30 by 28 by 8 feet tall fence. The design of the fence is to be chosen jointly with the Birchwood Condo Association
- Modify the equipment on the transmission structure.

This work will require the approval of the CT Siting Council. Eversource will be filing a Petition in May and a copy will be provided to the Association. The Council typically takes 60 dates to review the Petition before issuing their decision.

If approved construction would start in September, end in December, and work hours would most likely be 7 to 4, Monday – Friday.

For more information please call 1.800.793.2202 or email TransmissionInfo@eversource.com.

###



**EXISTING**

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE
1	BIRCHWOOD CONDOMINIUMS	WEST	+/- 102 FEET



PROPOSED

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE
1	BIRCHWOOD CONDOMINIUMS	WEST	+/- 102 FEET



EXISTING

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE
2	BIRCHWOOD CONDOMINIUMS	NORTHEAST	+/- 93 FEET



PROPOSED

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE
2	BIRCHWOOD CONDOMINIUMS	NORTHEAST	+/- 93 FEET

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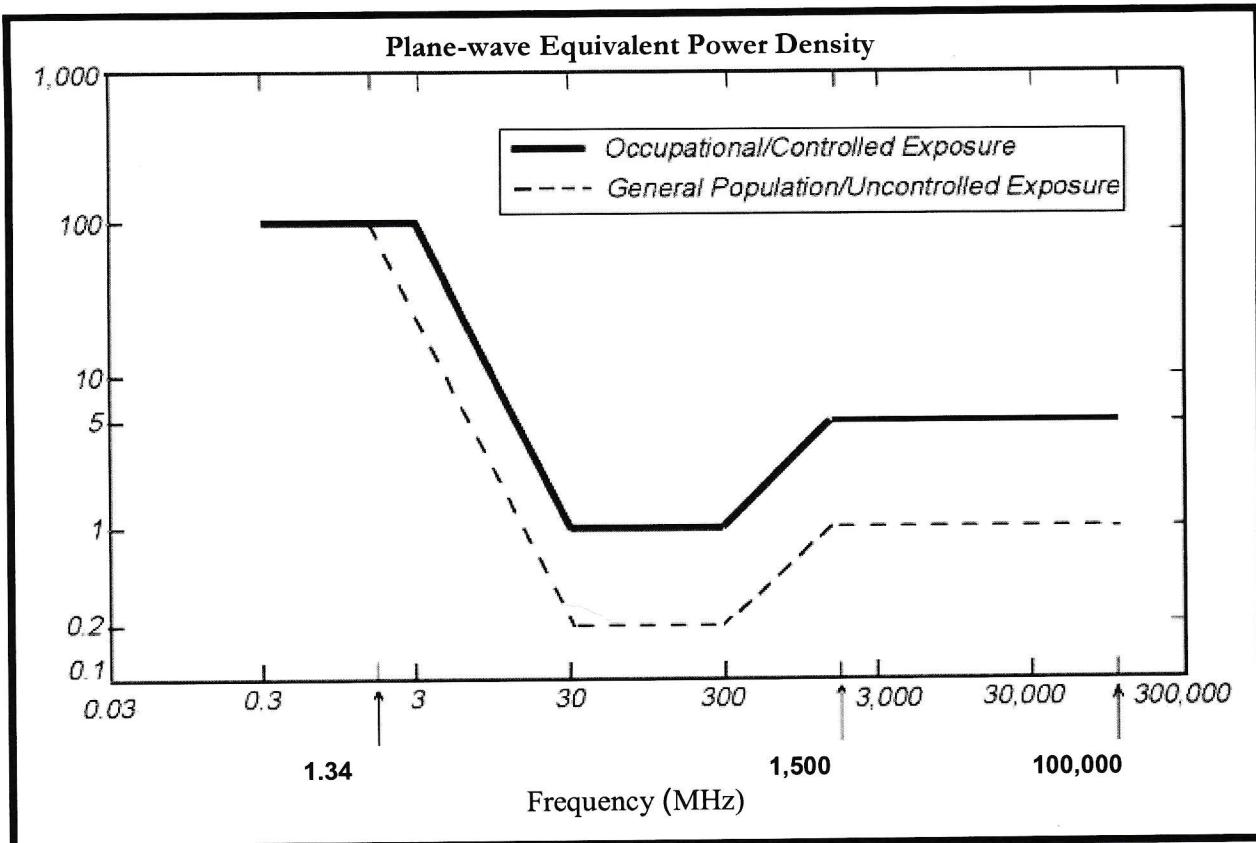


Figure 1: Graph of FCC Limits for Maximum Permissible Exposure (MPE)

Attachment C: Antenna Data Sheet and Electrical Pattern

938 MHz

Manufacturer: dbSpectra
 Model #: DS9A09F36D-N
 Frequency Band: 890-960 MHz
 Gain: 9.0 dBd
 Vertical Beamwidth: 8°
 Horizontal Beamwidth: 360°
 Polarization: Vertical
 Length: 230.4"

EXHIBIT 2

Picture 1

Picture was taken standing on proposed site. Shows distance from Building 2 and fenced in pool area.



Picture 2

Picture was taken standing on proposed site. Shows distance to doors of pool and tennis courts.



Picture 3

Picture was taken standing on proposed site. Picture shows grass area used for recreation.



Picture 4

Picture was taken standing on proposed site. Picture shows second tennis court directly behind proposed site. Structure will be located between two tennis courts. This tennis court is separate from the tennis court door shown in picture 2.



Picture 5

Shows trees around the proposed site. Note that the pole with the telecommunications equipment located in the right hand corner of the picture is where the proposed structure will connect to. Concrete foundation will need to be laid in this area.



Picture 6

Picture taken from proposed structure. Grass area where children walk to school.



Picture 7

Picture taken from parking lot at proposed site. Picture shows location of bus stop.



Picture 8

Picture of chain and post that is used to block of parking lot during winter months.



Picture 9

Picture taken from parking lot looking down at proposed site. Note two posts at beginning of parking lot which are used to chain off the lot during the winter months.



CERTIFICATE OF SERVICE

I hereby certify that on this day a copy of the foregoing was delivered by first class mail to all parties and intervenors of record, as follows:

Kathleen Shanley
Manager — Transmission Siting
Eversource Energy
56 Prospect Street
Hartford, CT 06103



David A. Ball, Esq.