

STATE OF CONNECTICUT

SITING COUNCIL

Re: The Connecticut Light and Power Company and)
The United Illuminating Company Application for a)
Certificate of Environmental Compatibility and)
Public Need for the Construction of a New 345-kV) Docket 272
Electric Transmission Line and Associated)
Facilities Between Scovill Rock Switching Station)
In Middletown and Norwalk Substation in Norwalk)
Connecticut Including the Reconstruction of)
Portions of Existing 115-kV and 345-kV Electric)
Transmission Lines, the Construction of the Beseck)
Switching Station in Wallingford, East Devon)
Substation in Milford, and Singer Substation in)
Bridgeport, Modifications at Scovill Rock)
Switching Station and Norwalk Substation and the) August 21, 2006
Reconfiguration of Certain Interconnections)
)
**Supplemental Hearing Pursuant to Conn. Gen.)
Stats. § 4-181a(b))**

**PROPOSED FINDINGS OF FACT OF CONGREGATION B'NAI JACOB,
EZRA ACADEMY, THE JEWISH FEDERATION OF GREATER NEW HAVEN
AND THE JEWISH COMMUNITY CENTER OF GREATER NEW HAVEN**

1. Congregation B'nai Jacob ("B'nai Jacob"), Ezra Academy, The Jewish Community Center of Greater New Haven ("JCC"), The Jewish Federation of Greater New Haven ("Federation") and the Town of Woodbridge filed an administrative appeal of the Siting Council's Decision and Order dated April 7, 2005 (the "D&O"), which appeal was filed in the Superior Court for the Judicial District of New Britain. In that appeal, the parties bringing the appeal raised concerns about the proposed transmission facilities, including whether Public Act 04-246 required that those transmission facilities be placed underground near statutory facilities that regularly serve large numbers of children. (Woodbridge Organizations Hearing Exhibit 1, Prefiled Testimony of Jeannette Kuvin Oren, Reena Seltzer, Stephen Rothman and Leslie Zackin dated July 13, 2006 at p. 2).

2. That administrative appeal was assigned to the Honorable George Levine, Judge of the Superior Court, for the purposes of exploring the possibilities of settlement. Judge Levine conducted extensive settlement negotiations over many sessions and many months. Connecticut Light & Power Company ("CL&P"), United Illuminating Company ("UI") and Donna Reis, directly and through their legal counsel, also participated in these settlement negotiations. The efforts of Judge Levine and the parties resulted in an oral settlement agreement reached on December 1, 2005. Thereafter, the proposed settlement

agreement was presented for necessary approvals to the officers and boards of each of the parties, reduced to writing, and executed by the parties to those agreements. The proposed settlement arrived at by the parties through the assistance of Judge Levine was subject to approval, as appropriate, of the Connecticut Siting Council and the Department of Public Utility Control. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at pp. 3-4).

3. The terms of the settlement agreement have been approved by CL&P, UI, B'nai Jacob, Ezra Academy, the JCC, and the Federation. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 4). 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 withdrawing its administrative appeal. (Id.; Town of Woodbridge Hearing Exhibit 1, Prefiled Testimony of Edward Maum Sheehy dated July 13, 2006 at 2-3). A separate settlement agreement was signed by B'nai Jacob, Ezra Academy, Donna Reis, CL&P and UI. The three above-referenced agreements are collectively referred to as the "Settlement Agreement".

4. The draft Development and Management Plan ("D&M") for Segment 2B of the Middletown-Norwalk Project submitted by CL&P on June 15, 2006 is consistent with the Settlement Agreement. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 4).

5. As set forth in the D&M plan, there are two modifications to the Siting Council's April 7, 2005 D&O needed to implement the Settlement Agreement. The first modification is on the B'nai Jacob Campus. Under the Settlement Agreement, B'nai Jacob will 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 B'nai Jacob Campus. The Settlement Agreement and the proposed D&M plan move the right of way for the transmission lines (and the transmission lines) approximately 40 feet to the north farther away from the building used by 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 D&O. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 4). This modification is referred to as the "B'nai Jacob Campus Modification".

6. The second modification of the Siting Council's April 7 2005 D&O needed to implement the Settlement Agreement is a change in the route of the right of way and related transmission facilities crossing the JCC Campus and a parcel of land owned by CL&P immediately to the south of the JCC Campus (the "CL&P Parcel"). The route approved by the Siting Council in its D&O went straight through the middle of the JCC Campus and the CL&P Parcel resulting in the route being close to both the JCC main building and the JCC Camp facilities. The proposed modification would (i) 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 and (ii) move the right of way and related transmission facilities on the CL&P Parcel closer to the eastern boundary of the CL&P Parcel. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 5). These proposed modifications are referred to as the "JCC Campus Modifications".

B'NAI JACOB CAMPUS MODIFICATION

7. The purpose of the B'nai Jacob Campus Modification is to move the proposed new transmission lines farther from the building used by Congregation B'nai Jacob and Ezra Academy, which building is used by many children. This is consistent with the fact that distance reduces EMF levels and, therefore, the impact, if any, of EMF on the health of children using a facility. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at pp. 4-5). Further, this is consistent with Public Act 04-246 which, *inter alia*, expresses the legislative purpose of providing safety buffers between statutory facilities utilized by large numbers of children and new 345 kV transmission facilities. (Aft. Tr.¹ at 80-81 (Bartosewicz)).

8. The B'nai Jacob Campus Modification, moving the right of way and related transmissions facilities approximately 40 feet to the north, will have no impact on any nearby residence. The property adjacent to the B'nai Jacob campus to the north is a large undeveloped parcel owned by Donna Reis. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 5). The proposed modification does not move any transmission facility closer to the property of Mr. Werth located to the west of the B'nai Jacob Campus. (Aft. Tr. at 92-93 (Bartosewicz)). Further, Mr. Werth testified that the B'nai Jacob Campus Modification "doesn't bother me one bit." (Eve. Tr. at 63 (Werth)).

JCC CAMPUS MODIFICATION

9. The proposed modification of the transmission facility route over the JCC Campus would zigzag the 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. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 6). The zigzag has the effect of moving the closest 345 kV line 300 feet from the JCC building and, specifically, from the portion of the building currently used as a nursery/daycare center. (Aft. Tr. at 97 (Bartosewicz)). The zigzag route will also move the closest 345 kV line 300 feet from the JCC Camp's pool and pool building.

10. The modification of the route approved by the Siting Council in its April 7, 2005 D&O does not move any 345 kV line closer to any residence than those lines will be from the JCC main building, pool or pool building. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 6).

11. On the CL&P Parcel, the proposed modification in the route results in the location of the right of way and related transmission facilities being 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 relocate 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. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 5).

¹ "Aft. Tr." = Transcript of the 3:00 p.m. hearing session on July 20, 2006. "Eve. Tr." = Transcript of 7:00 p.m. hearing session on July 20, 2006.

CHANGED CONDITIONS

12. The changed conditions which justify modifying the Siting Council's April 7, 2005 D&O with respect to the route of the transmission facilities over the B'nai Jacob Campus are that, through the hard work of Judge Levine, extensive negotiations with Donna Reis, and the cooperation of CL&P and UI, under the Settlement Agreement 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 D&O, the Council authorized moving the right of way further from the building used by B'nai Jacob and Ezra Academy so long as the right of way was moved on B'nai Jacob's property. The changed condition 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 D&O dated April 7, 2005, it is now possible to move the right of way an additional 40 feet away from the building used by B'nai Jacob and Ezra Academy. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 6; Aft. Tr. at 56-57, 93-94 (Bartosewicz)).

13. The changed condition which justifies the modifying of the route for the transmission facilities as they pass over the JCC Campus and the adjoining CL&P Parcel are that, through the efforts of Judge Levine, CL&P, UI and the Town of Woodbridge, there are now the land and financial resources available to utilize a zigzag route across the JCC Campus, thereby moving the power lines further away from the JCC main building and the JCC Camp's building and pool. Neither this land nor the financial resources were previously available for this purpose. The land and resources became available when it was possible for the Federation to purchase the CL&P Parcel, which required the Town of Woodbridge to agree to waive its right of first refusal to purchase that parcel, which the Town agreed to in exchange for an option granted by the Federation to purchase the CL&P Parcel under certain conditions. This made it possible to move portions of the JCC Camp onto the CL&P Parcel and for the Federation to provide the funds to so move certain of the Camp facilities. In summary, at the time of the Council's April 7, 2005 D&O, the conditions necessary for the Council to feasibly consider a zigzag route did not exist. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at pp. 6-7; Town of Woodbridge Hearing Ex. 1, Test. of Sheehy at pp. 2-3; Aft. Tr. at 56-57 (Bartosewicz)).

PUBLIC INTEREST

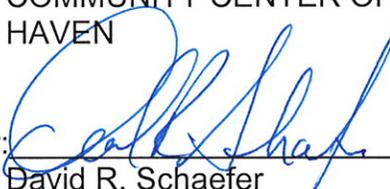
14. The modification of the Siting Council's April 7, 2005 D&O to permit the route variations set forth in the D&M are in the public interest since they will increase the safety buffer provided by the distance between the proposed 345-kV transmission facilities and the statutory facilities used by hundreds of children daily on the B'nai Jacob Campus and the JCC Campus, while making sure that the modifications do not in any way result in any neighboring residence having any less of a safety buffer than will be provided to those statutory facilities. (Woodbridge Org. Hearing Ex. 1, Test. of Oren et al. at p. 7; Town of Woodbridge Hearing Ex. 1, Test. of Sheehy at p. 3). This is consistent with the legislative purpose of Public Act 04-246. (Aft. Tr. at 80-81 (Bartosewicz)).

15. It is also in the public interest for the Siting Council to approve the proposed modifications because it will result in the withdrawal of the pending appeals of the Siting

Council's April 7, 2005 D&O brought by Ezra Academy, B'nai Jacob, the JCC, the Federation, the Town of Woodbridge and Donna Reis. This will eliminate the risk of delay in construction and completion of a transmission facility needed to provide reliable power in Southwest Connecticut and eliminate the adverse impact of uncertainty on CL&P and UI caused by the appeal. (Aft. Tr. at 73-74 (Bartosewicz)).

16. The modifications are also in the public interest because the settlement of the pending appeal eliminates the risk that the Siting Council might be ordered by the Court to underground the new transmission facilities in the area of the statutory facilities in the Town of Woodbridge. If the Court should reach such a conclusion, that would essentially end construction of the currently approved project and require the matter to return to the Siting Council for a whole new proceeding to determine how to underground the transmission facilities near the statutory facilities in Woodbridge and what other changes such undergrounding would require to the planned project. (Aft. Tr. at 101-102 (Bartosewicz)).

CONGREGATION B'NAI JACOB, EZRA
ACADEMY, THE JEWISH FEDERATION OF
GREATER NEW HAVEN, AND THE JEWISH
COMMUNITY CENTER OF GREATER NEW
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