

The State of New Hampshire

Site Evaluation Committee

Docket No. 2015-06

**Joint Application of Northern Pass Transmission LLC and Public Service Company of New
Hampshire D/B/A Eversource Energy**

**For a Certificate of Site and Facility to Construct a New Voltage Transmission Line and
Related Facilities in New Hampshire**

**Motion for Reconsideration of the Chairs' August 29, 2016, Order Denying the Kevin
Spencer and Mark Lagasse dba Lagaspence Realty, LLC Request for an Order Allowing
Arthur B. Cunningham to Represent His Clients Kevin Spencer and Mark Lagasse dba
Lagaspence Realty, LLC at the Technical Sessions as Their Attorney**

Status of Case

On August 29, 2016, Mr. Honigberg ruled that Mr. Spencer and Mr. Lagasse were entitled to be represented by their attorney at the Technical Sessions but that their attorney was not permitted to question Applicants' witnesses on their behalf.

Motion for Reconsideration

Kevin Spencer and Mark Lagasse dba Lagaspence Realty, LLC, respectfully move the Site Evaluation Committee for an Order reconsidering the Order of Mr. Honigberg which will allow them to be represented by their attorney Arthur B. Cunningham at the Technical Sessions with the full opportunity to question Applicants' witnesses.

Mr. Honigberg's ruling mistakenly provides that the grouping imposed for the convenience of Applicants takes precedence over Mr. Spencer's and Mr. Lagasse's due process right to be represented by an attorney as they seek to protect their property.

Mr. Spencer and Mr. Lagasse have a due process right to be represented by a lawyer to represent their interests in this and other venues¹ to protect their investment and property rights.

Background

Mr. Spencer and Mr. Lagasse are property owners threatened by the Northern Pass. They have invested substantial monies, over \$400,000 in cash, and countless hours of labor, supplies and equipment usage in their property. The property consists of 98 acres of real estate in historic Stark, New Hampshire. The property has views of Percy Peak and Long Mountain with frontage on the east to west flowing Upper Ammonoosuc River. They are rebuilding the old George Smith boarding house on their property as a year round lodge and small convenience store. The lodge lies close to the clear and beautiful Christine Lake. Christine Lake has fishing and paddling access. On the river side of the property, Mr. Spencer and Mr. Lagasse provide a campground with paddling, fishing and swimming access. The Upper Ammonoosuc, a tributary of the Connecticut River, provides fine fishing, with brook trout, rainbow trout and brown trout. The Upper Ammonoosuc watershed area includes the northern Crescent Range, eastern Pliny Range and the northern Pilot range, all in the White Mountains. Tributaries of the river are Nash Stream, Phillips Brook, the North Branch of the Upper Ammonoosuc and the West Branch of the Upper Ammonoosuc rising on the eastern slope of Mount Cabot. The area is stunningly beautiful and abounds in the visual and outdoor recreational opportunities that make New Hampshire special.

The property is known as the Percy Lodge and Campground.

The property is burdened by a powerline easement 150 feet in width granted by Stella A. Lunn to Public Service Company of New Hampshire (PSNH) on May 24, 1946. (Exhibit A attached hereto). PSNH paid Stella A. Lunn \$500 for the 8059 foot easement. The easement is occupied by H-shaped wooden poles approximately 40 feet high carrying 115 kV AC power lines. The lines provide electricity to rural Coos County. The lines are below tree level. The easement is also occupied by a

¹ Spencer and Lagasse filed a lawsuit in the United States District Court for the District of New Hampshire seeking resolution of their property rights against the claims of Eversource Energy. The suit was required because of Mr. Honigberg's orders issued in Public Utilities Commission docket DE 15-464. Mr. Honigberg ordered that property owners must seek of the determination of their property rights in court, that the PUC was not going to make that determination.

24-inch gas pipeline owned by Portland Natural Gas Transmission System. The pipeline parallels the existing power line.

The Northern Pass Application for Certificate of Site and Facility Application filed with the NHTSIC on October 19, 2015, alleges that the project proposed to cross Percy Lodge and Campground will be a single circuit 320+/- HVDC above ground transmission line mounted on structures ranging from approximately 90 feet to 135 feet tall. The lines will be mounted on steel lattice structures. The structures will have an approximate base dimension of thirty feet by thirty feet and taper to a six by five feet column half way up the structure. The structures will be anchored to four concrete foundations at the corners of the base approximately three to five feet in diameter. The structures will be spaced in parallel to the existing 115 kV lines. The existing 115 kV lines will be re-located within the 150 easement. The structures will be spaced approximately 800 feet apart with a maximum spacing of 1,000 feet. The Percy Lodge and Campground property will have 5 relocated 115 kV structures and 5 new lattice structures.

The Northern Pass will ruin the aesthetics of the Percy Lodge and Campground. The Northern Pass will diminish the investment that Kevin Spencer and Mark Lagasse have made in the Percy Lodge and Campground.

Stella A. Lunn did not grant a \$500 easement in May, 1946, to PSNH to provide a “transmission corridor” for a Canadian company to transmit high voltage DC electricity from Quebec for sale into the New England wholesale market. Ms. Lunn did not intend that Eversource Energy Service Company, a Connecticut corporation,² would claim that an easement she voluntarily granted to PSNH to bring electricity to Stark, New Hampshire gave that company a “transmission corridor” that would earn many millions of dollars in profit for Eversource Energy and ruin the aesthetics and value of the property for future owners.

The Northern Pass will be a breach of the easement terms and an unreasonable burden on the Spencer and Lagasse property.

² Eversource Energy Service Company (EESC) is a wholly owned subsidiary of Eversource Energy, a Massachusetts utility holding company. The promotion and development of the Northern Pass is being orchestrated by EESC executives. EESC created Northern Pass Transmission, LLC, a wholly owned subsidiary, as the New Hampshire entity to own the Northern Pass and to collect the 12.56% return on project costs. No return is promised to land owners who will bear the burden of the project.

Assent

Applicants object to this Motion.

Wherefore

Mr. Spencer and Mr. Lagasse dba Lagaspence Realty, LLC, request reconsideration of the August 29, 2016, Order preventing their attorney from representing them at the Technical Sessions.

August 31, 2016

Respectfully submitted,

/s/ Arthur B. Cunningham

Arthur B. Cunningham

Attorney for Interveners

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Bar # 18301

Certificate

I certify that this document was served in accordance with the New Hampshire Site Evaluation Committee.

August 31, 2016

/s/ Arthur B. Cunningham

Arthur B. Cunningham

THAT Stella A. Lunn of Stark County of Coos in the State of New Hampshire (hereinafter called the grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and the State of New Hampshire (hereinafter called the grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the grantee, its successors and assigns, the right to erect, repair, maintain, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires and guys, over and across a strip of land 150 feet in width being a part of the lands owned by the grantor in the town of Stark and county of Coos, bounded and described as follows:

Stella A. Lunn
to
Public Service Co.
of N. H.

Lots 131, and 130 and 143 in Stark, N. H.

*Being a part of the same premises described in deed of Luther C. Baldwin to Stella Lunn dated August 27, 1926 and recorded in the Coos County Registry of Deeds, Book 237 Page 335.

Said 150 foot strip of land across the above described premises shall extend 75 feet on each side of a center line bounded and described as follows:

Beginning at a point in the fence on the easterly boundary of Grantor's land at land of the Brown Company, said point being six hundred six feet (606') northerly along the fence from the north bank of the Ammonoosuc River thence running due west three thousand fifty-nine feet (3059') to the westerly boundary at land of Percy Summer Club.

* Above described deed gave title to one-half interest in premises. Other one-half interest acquired in deed of Elliott Hospital to Stella Lunn, dated August 27, 1926, and recorded in the Coos County Registry of Deeds, Book 237, Page 334.

This conveyance shall include (1) the right to cut, trim and remove all trees and underbrush, and to remove all structures or obstructions, which are now or may hereafter be found within the limits of the above described right of way strip and (2) the right to remove from the premises of the grantor above described such trees as in the judgment of the grantee may interfere with or endanger said lines or their operation.

All timber and wood cut by the grantee hereunder shall remain the property of the grantor; but the grantee, by accepting this deed, agrees to cut said timber into 12-14-16 foot lengths and said wood into 4 foot lengths.

And the parties hereto, by delivering and accepting this deed, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance

EXHIBIT A

are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the grantee, its successors and assigns forever.

The grantor covenants and agrees that she has full right, title and authority to convey the foregoing rights and privileges and will defend same to said grantee against the lawful claims or demands of all persons.

WITNESS my hand and seal this 24 day of May, 1946

In the presence of

R. Emery Smith

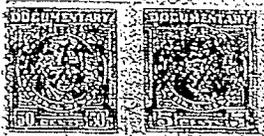
Stella A. Lunn

The State of New Hampshire

Coos

SS.

May 24 1946



Stella A. Lunn

personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me.

R. Emery Smith

Justice of the Peace
Notary Public

My Commission Expires Nov. 1, 1950

SS.

19

personally appeared and acknowledged the foregoing instrument to be voluntary act and deed.
Before me.

Justice of the Peace
Notary Public

For value received, I, Hugh A. Cole of Stark, New Hampshire, hereby release the within described premises from the lien of a mortgage to it dated November 8, 1933, recorded in Coos County Registry of Deeds, Book 278, Page 57.

s/ H. A. Cole S. A. Lunn

Hugh A. Cole

Received Aug. 27, 9 AM 1946

Examined, ATTEST:-

Phelma Morse Murphy Register