

STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE

Docket No. 2015-06

RE: APPLICATION FOR CERTIFICATE OF SITE AND FACILITY
NORTHERN PASS TRANSMISSION, LLC – EVERSOURCE ENERGY

SUPPLEMENTAL PRE-FILED TESTIMONY OF RODRIGUE J. BELAND

April 15, 2017

1 Q. Please state your name and address.

2 A. Rodrigue J. Beland, P.O, Box 1447, Waitsfield, VT 05673.

3 Q. What is your interest in this proceeding?

4 A. My wife Tammy and I are intervenors in this proceeding. We own two
5 abutting parcels of real estate in Stark, New Hampshire on the north side of Route
6 110. Those properties are directly impacted by the proposed facility that the
7 Applicants have proposed to build in this proceeding. I previously filed Pre-filed
8 testimony in this proceeding dated November 15, 2016.

9 Q. What is your purpose in filing this Supplemental Pre-filed Testimony?

10 A. The purpose is to update my previous testimony and to authenticate a
11 copy of the easement deed that our predecessors in title gave to PSNH more than 70
12 years ago for the purpose of transmitting and distributing electric power to the
13 North Country of New Hampshire.

14 Q. How do you wish to update your previous testimony?

1 A. Over the past three years, the Applicants have changed the configuration
2 and height of the transmission structures it says it wants to build on and near our
3 property in Stark. I want to update my testimony to reflect the latest plans
4 published by the Applicants for the portion of the Coos Loop crossing our property.
5 Currently there are three wooden structures on our property approximately 40 to 50
6 feet high carrying a 110 kV transmission line. The latest plans published by
7 Northern Pass show that it wants to double the number of transmission structures
8 on our property. It wants to replace the three existing wooden structures carrying
9 one transmission line with six metal monopole structures carrying two high voltage
10 transmission lines. All of those new structures would rise to heights of between 90
11 and 125 feet off the ground. On the other side of Route 110 from our property there
12 would also be twice as many structures rising up to 130 feet off the ground in plain
13 view of our retirement home and within plain view of the tourists enjoying our local
14 Stark scenery along Route 110. Route 110 is part of the designated NH Scenic and
15 Cultural Highway known as the Woodlands Heritage Trail.

16 My wife and I have been waiting now for four years to decide whether or not
17 to retire on our property in Stark. Some time ago we decided that we would not
18 retire there if Northern Pass was built. We simply could not see ourselves living
19 out our old age under the shadow of two transmission lines towering more than 100
20 feet over our retirement home. Our question is how long can this threat to our
21 retirement and property be extended? If it is much longer then the delay itself will
22 make our decision for us. We will not be able to retire in Stark.

Q. Do you also wish to authenticate an easement deed?

A. Yes. The deed attached to this supplemental testimony as Appendix 1 is a true copy of an easement deed that PSNH produced in its proceedings, numbered DE 15-464, before the NH PUC seeking PUC permission to lease a portion of the Coos Loop and other property interests to Northern Pass. The easement deed copied at Appendix 1 states that it was recorded in the Registry of Deeds for Coos County on August 27, 1946 in Book 346 at Page 363. Based on our knowledge, the easement deed copied at Appendix 1 is the one that encumbers our property and defines PSNH's rights and obligations in its use and maintenance of the Coos Loop on our property as well as other properties on the other side of Route 110.

Q. Does that conclude your supplemental pre-filed testimony?

A. Yes.

I hereby affirm, under penalty of perjury, that this testimony is true to the best of my knowledge and belief.

/s/ Rodrigue J. Beland

Rodrigue J. Beland

KNOW ALL MEN BY THESE PRESENTS

That..... Napoleon Baby and Alexina Baby.....
 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:

Homestead in Stark, County of Coos, State of New Hampshire, described as follows:

Parcel 1. Beginning at a point on the highway leading from Groveton to Milan, said point adjoining the line of Parcel 2, herein, and running on said highway south fifty-nine degrees west (S59°W) one hundred forty-five (145) rods to land of Miles Brothers; thence south thirty-one degrees east (S31°E) forty-seven (47) rods to land of Orange Holbrook; thence north fifty-nine degrees east (N59°E) on said Holbrook land to the corner of Parcel 2; thence north thirty-one degrees east (N31°E) to the point of beginning.

Parcel 2. Beginning at the corner of this parcel adjoining land of F. E. Moses and running north fifty-nine degrees east (N59°E) on said Moses land seventy-five (75) rods to land of Riley Lunn; thence on said Lunn's line south thirty-one degrees east (S31°E) one hundred twenty (120) rods to land of said Holbrook; thence south fifty-nine degrees west (S59°W) on said Holbrook's land seventy-five (75) rods to corner of Parcel 1 above; thence north thirty-one degrees west (N31°W) one hundred twenty (120) rods to the point of beginning.

Meaning and intending to convey the same farm deeded to me by Paul R. Cole by his deed dated September 24, 1934 and recorded in Volume 280, Page 96, of Coos Deeds.

Grantors husband & wife R.B.B.

Being a part of the same premises described in deed of Ethel S. Miles
to Napoleon and Alexina Raby dated April 20, 1946 and recorded in
the Coas County Registry of Deeds, Book 544
Page... 174.....

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:

Starting on the boundary line between land owned by Grantor and land of the
heirs of the Astle estate at a point two hundred and fifty feet (250') measured
along said border line north fifty-six degrees east (N56°E) from a stake and
stones marking the southerly end of said boundary line, and continuing in a
direction of north eighty-four degrees east (N84°E) eight hundred and ten feet (810')
to an angle point. Thence in a direction of north sixty-two degrees east (N62°E)
twenty-nine hundred and eighty-three feet (2983') more or less to land owned by
Riley Lunn.

There shall not be more than three structures in the fields.

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 . . . 4 . . . foot lengths and said wood into 12, 14, 16 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 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 they have 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.

And I, . . . wife of said . . . hereby release all my rights of dower in the foregoing premises so far as affected by this conveyance.

And I, . . . husband of said . . . hereby release all my rights of interest in the foregoing premises so far as affected by this conveyance.

WITNESS our hands and seals this 12th day of May, 1946

In the presence of

R. Emory Smith
R. Emory Smith

Napoleon Raby
Alexina Raby

The State of New Hampshire

Coos SS.

May 12 1946



SS.

19

Napoleon Raby and
Alexina Raby

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

R. Emory Smith
Justice of the Peace
Notary Public,

My Commission Expires Nov. 1, 1950

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

Justice of the Peace
Notary Public

✓ Stark

COOS COUNTY REGISTRY OF DEEDS,

Received Aug. 27, 9 AM 1946.

Recorded, Volume 346 Page 368

Examined, Attest:-

Thelma Morse Murphy Register