

Hi all,

Stop the Lines has been hearing from several people who have been approached by PSE&G with an offer for an easement request.

If you receive an "offer" from PSE&G of money for easement modification or access request, we urge you to consider it very carefully, take your time, and most importantly, DON'T SIGN IT UNTIL YOU CONSULT WITH A LAWYER!! PSE&G's lawyers have written these offer letters and they have binding legal consequences. If you agree to what they offer you and sign that paper, you are basically saying that you agree with this project and you will let them use your land. Do not let them pressure you into agreeing with what they are offering you. This is a very early stage of the project, and these "offers" are their opening gambit, far too low, and nothing more than a bribe. They will use it as a tool later in the review process to say "look BPU, we have agreements from ___% of the homeowners along the route, so they are not opposed to this project".

STL feels very strongly that this new 500kV line and huge upgrade to the 230kV line is overkill, and not necessary. We are doing all that we can to prove that during the formal BPU review process that is underway. It is WAY too premature for PSE&G to be offering people money, when they have no idea whether this project will even get approved for "Route B" or any alternative.

Even if you agree with a PSE&G proposal, please be aware that this is very early in the process, and they always start low - you are likely not getting the best "deal" that you can at this point. It is also hard at this stage to be specific about what an agreement would mean, for example, regarding the disruption during lengthy construction. If this line were to be approved, you have agreed to give them free rein on your property doing construction work for the next several years - several years of noise, heavy equipment traffic, people on your property, etc. What is that worth???? We believe that intrusion of the line and the disruptive construction process is worth much more than what is being offered. Take a deep breath and slow down - wait until the BPU has the chance to review this project and makes its ruling before you agree to anything.

One attorney that we spoke to, Daniel Perez, says the following about these PSE&G "agreements" landowners are receiving:

These are binding legal contracts written by PSE&G's attorneys solely for the benefit of PSE&G. Once a homeowner signs the contract with PSE&G, he or she is locked into that contract, for better or for worse, forever, in perpetuity. There will be no appeal, review, or recourse. At the same time, refusal to sign a contract may also have consequences, particularly to strengthen your position and increase compensation in their next offer. Like all proposed contracts, the terms of these offers are negotiable. Issues you should give careful consideration to are the duration of the contract, the amount of compensation offered, the definitions of terms such as specific lines allowed and permission for upgrades, whether mortgage companies would receive the proceeds and/or need to be consulted first to avoid costly litigation with homeowners' mortgage companies, who pays attorney's fees, and specifics of mitigation of damage to property, among others. Because these agreements have such broad and long-term impacts, they should be made only with the assistance of counsel.

It's early in the process. Stop the Lines urges you to take care, exercise caution, and to wait until we know the outcome before leaping into an agreement. While Stop the Lines is not a fan of attorneys' fees, this is an example where preventative legal advice from competent counsel can help you get what you want and need.