

February 25, 2025

265 Church Street
New Haven, CT 06510
203.772.7700

BRUCE L. McDERMOTT
DIRECT: 203.772.7787
FAX: 203.772.7787
BMCDERMOTT@HARRISBEACHMURTHA.COM

VIA ELECTRONIC FILING

Melanie A. Bachman, Esq.
Executive Director
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 490 - The United Illuminating Company application for a Certificate of Environmental Compatibility and Public Need for the Old Town Substation Rebuild Project that entails construction, maintenance and operation of a 115/13.8-kilovolt (kV) air-insulated replacement substation facility located on the existing Old Town Substation parcel at 282 Kaechele Place and two parcels immediately north totaling approximately 3 acres that are owned by the United Illuminating Company at 312 and 330 Kaechele Place, Bridgeport, Connecticut, and related transmission structure and interconnection improvements.

Dear Ms. Bachman:

Enclosed for filing with the Connecticut Siting Council ("Council") are The United Illuminating Company's responses to the Council's D&M Plan Interrogatories issued on February 4, 2025 in the above-captioned docket.

An original and fifteen (15) copies of this filing will be hand-delivered to the Council.

Should the Council have any questions regarding this filing, please do not hesitate to contact me.

Very truly yours,



Bruce L. McDermott

cc: Docket 490 Service List

Interrogatory CSC 1

The United Illuminating Company
Docket No. 490

Witness: Catherine Erickson
Page 1 of 1

Q-CSC 1: The Certificate was issued on January 28, 2021. What circumstances caused delay in the submission of the Development and Management (D&M) Plan? Explain.

A-CSC 1: The Project schedule was modified due to delays in engineering and a rate case decision that limited capital investment, resulting in some projects being deferred into the future.

After the Certificate was issued, UI progressed from conceptual/preliminary design solution to detailed engineering design. During this time, there were delays due to revisions in our design standards and topographical and subsurface site challenges in design constructability. Also, the rate case final decision from PURA on August 25, 2023, deferred capital investment. Accordingly, UI reprioritized the capital portfolio and the Project construction was moved to begin in 2026.

Interrogatory CSC 2

The United Illuminating Company
Docket No. 490

Witness: Catherine Erickson
Page 1 of 1

Q-CSC 2: Referencing D&M Plan Volume I, p. 37, UI notes that the D&M Plan will be posted on the project website. Was it posted on the project website? Is UIRailroadTLineUpgrades.com the correct web address? If no, provide the correct web link for the Old Town Substation Rebuild Project.

A-CSC 2: The website listed in the D&M submittal is incorrect. The correct web address is:

https://www.uinet.com/es/ourcompany/reliableservice/reliability_projects/old+town+substation+rebuild

Interrogatory CSC 3

The United Illuminating Company
Docket No. 490

Witness: Sam LaDoux
Page 1 of 1

Q-CSC 3: Has UI received any comments from Eversource, the City of Bridgeport or the Town of Trumbull since the D&M Plan was filed with the Council? If so, summarize the comments, and indicate how UI addressed such comments.

A-CSC 3: UI has not received any comments from Eversource, the City of Bridgeport or the Town of Trumbull since the D&M Plan was filed with the Council.

Interrogatory CSC 4

The United Illuminating Company
Docket No. 490

Witness: Leslie Downey
Page 1 of 1

Q-CSC 4: Has UI received any concerns from neighbors since the D&M Plan was filed with the Council? If so, summarize the neighborhood concerns, and indicate how UI addressed such concerns.

A-CSC 4: UI has not received any concerns from neighbors since the D&M Plan has been filed with the Council.

Interrogatory CSC 5

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 5: Referencing D&M Plan Volume I, p. 3, which National Electrical Safety Code (NESC) standards apply to construction? Are any changes to the approved facility required to comply with updated NESC standards and if so, what are the standards?

A-CSC 5: NESC 2023 is the standard that will apply to construction of this Project. The substation design is not affected by updates to the most recent NESC (2023) standard.

Interrogatory CSC 6

The United Illuminating Company
Docket No. 490

Witness: Vincent Palmieri
Page 1 of 1

Q-CSC 6: Would a temporary fence be installed around the construction area? If yes, provide the type and height of the temporary fence. Where would such temporary fencing be located?

A-CSC 6: There are two types of temporary fencing that will be installed on-site. A temporary security fence will be installed to protect UI's assets at the existing Old Town Substation and will be left in place until substation decommissioning. The minimum height requirement of the temporary security fence will be eight feet with 2 feet of barbed wire. This fence will be an ARX High Security Anti Climb Fence (or equal). The second temporary fence will be installed around the active construction area to secure public and worker safety and secure construction equipment after hours. The type and style of construction of the temporary fencing will be determined by the awarded construction contractor and will conform to OSHA standards.

Interrogatory CSC 7

The United Illuminating Company
Docket No. 490

Witness: Vincent Palmieri
Page 1 of 1

Q-CSC 7: Referencing D&M Plan Volume I, p. 4, approximately how far to the south was the retaining wall along the northern property line (adjacent to the funeral home) shifted? Approximately how far to the west was the eastern fence shifted? Approximately how far to the east was the western fence (adjacent to Kaechele Place) shifted?

A-CSC 7: The retaining wall along the northern property line (adjacent to the funeral home) was shifted approximately 10 feet to the south. The eastern fence is shifted approximately 15 feet to the west. The gates along the western fence (adjacent to Kaechele Place) shifted approximately 25 feet (northern gate) and approximately 20 feet (southern gate). The western fence line predominantly remains in the same location as was originally submitted, except where the fence meets the gates.

Interrogatory CSC 8

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 8: Referencing D&M Plan Volume I, p. 37, which portion(s) of the Project could potentially require the use of helicopters?

A-CSC 8: UI does not anticipate the use of helicopters for this Project.

Interrogatory CSC 9

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 9: Referencing D&M Plan Volume I, p. 5, would screening panels be located on all of the 14-foot fencing, or only certain sections? Provide a specifications sheet photo or sample photo of the screening panels.

A-CSC 9: Screening slats will be used on all of the 14-foot security fencing. Sample photos are attached. See Attachments CSC-9-1 and CSC-9-2.

Interrogatory CSC 10

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 10: Referencing D&M Plan Volume I, p. 4, submit a copy of the more detailed engineering studies that UI performed subsequent to issuance of the Certificate.

A-CSC 10: UI conducts engineering analysis and investigations as part of its detail design process. The substation detail design process is iterative as it progresses from conceptual / preliminary design. Below are some examples of design development:

- CSC-10-1: General Arrangement Plan (25233-0002-001 SH 002)
- Landscaping plan (D&M Plan, Volume 2, Section 2E, LANDSCAPE PLANTING PLAN)
- Updated site survey showing wetlands delineation (D&M Plan, Volume, Section 2B, drawing 25233-0003-003 SH 001)

Interrogatory CSC 11

The United Illuminating Company
Docket No. 490

Witness: Lucas De Andrade Cruz
Page 1 of 1

Q-CSC 11: Referencing D&M Plan Volume I, p. 5, based on UI's load forecast projections, in approximately how many years would a third transformer be necessary? Explain.

A-CSC 11: According to the 2024 ISO-NE CELT report, which projects a 10% load growth for New England and a 3% load growth for Connecticut by 2033, UI does not anticipate the need to install a third transformer at the Old Town substation. The 2024 90/10 Ten-Year Load Forecast for the Old Town substation aligns with the ISO-NE CELT report, indicating that the substation will not reach 90% of its rated capacity by 2033. The company will consider a capacity solution for Old Town once the planning criterion of 90% of rated capacity is met. This solution may not necessarily involve installing a third transformer; it could include permanent load transfers to existing field ties to relieve load and provide additional capacity at Old Town.

Interrogatory CSC 12

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 12: Referencing D&M Plan Volume I, p. 5, could the two new transformers be moved farther apart in the future to make space if the need arises for a third transformer? Explain.

A-CSC 12: UI does not anticipate the need to install a third transformer at the Old Town substation. However, if a third transformer were to be necessary, space would be allocated to the west of the two existing power transformers for the third transformer.

Interrogatory CSC 13

The United Illuminating Company
Docket No. 490

Witness: Vincent Palmieri
Page 1 of 1

Q-CSC 13: Referencing D&M Plan Volume II, Figure 3, approximately how long is the 14-foot wide gravel access road that crosses City of Bridgeport property?

A-CSC 13: The gravel access road is approximately 250 feet long.

Interrogatory CSC 14

The United Illuminating Company
Docket No. 490

Witness: Sam LaDoux
Page 1 of 1

Q-CSC 14: Referencing D&M Plan Volume I, p. 9, submit a copy of the fully executed Three Party Agreement for a Permanent Access Easement between UI, the City of Bridgeport and Eversource.

A-CSC 14: The fully executed easement is not yet available. However, in a letter dated January 31, 2025, the City of Bridgeport notified UI that the Easement Contract has been approved and ratified by the City Council. See Attachment CSC-14-1 for a copy of the letter and a copy of the draft Easement Contract that is in the process of being finalized and executed.

Interrogatory CSC 15

The United Illuminating Company
Docket No. 490

Witness: Florencia Bugatti
Page 1 of 1

Q-CSC 15: Referencing D&M Plan Volume I, p.13, submit a copy of the DEEP General Permit that was issued on November 4, 2024.

A-CSC 15: See Attachment CSC-15-1.

Interrogatory CSC 16

The United Illuminating Company
Docket No. 490

Witness: Florencia Bugatti
Page 1 of 1

Q-CSC 16: Referencing D&M Plan Volume I, p. 26, submit a copy of the December 1, 2023 DEEP NDDB Determination. When does such determination expire? Would UI need to seek an updated NDDB Determination prior to commencement of construction?

A-CSC 16: The Project's CT DEEP NDDB Determination, dated December 1, 2023, will expire on December 1, 2025. UI will re-submit an updated Request for Review prior to its expiration and/or as necessary, if the Project's scope of work and/or timeframe changes.

See Attachment CSC-16-1 for a copy of the current NDDB determination.

Interrogatory CSC 17

The United Illuminating Company
Docket No. 490

Witness: Vincent Palmieri
Page 1 of 1

Q-CSC 17: Provide a chart that compares the approved Project in Docket 490 and the revised Project included in the D&M Plan based on the following quantities: total cut, total fill, total disturbance area within the limits of disturbance, and total tree removal count (6" diameter or greater) or total acreage of tree clearing. Explain why each quantity changed, as applicable. (These quantities are inclusive of the access drive across City of Bridgeport property.)

A-CSC 17:

	Approved Project	D&M Plan	Change Description
Total cut and fill	9,300 cubic yards cut - 8,800 cubic yards of fill	5,700 cubic yards cut – 7,400 cubic yards of fill	The quantities initially provided for cut and fill were approximations based on a conceptual design. The final values changed as a result of the detailed engineering process, and these values were calculated by our detailed engineering contractor.
Total limits of Disturbance	Total limits of disturbance to be calculated and provided with the D&M Plan	Approximately 3.1 acres	Total limits of disturbance were developed through UI's design process.
Total Tree Removal (6" diameter or greater)	Approximately 70 trees.	Approximately 70 trees	No change.

Interrogatory CSC 18

The United Illuminating Company
Docket No. 490

Witness: Florencia Bugatti
Page 1 of 1

Q-CSC 18: Referencing D&M Plan Volume I, p. 23 and Appendix A, the 2004 Connecticut Erosion and Sediment (E&S) Control Guidelines are referenced. Which version of the Connecticut E&S Control Guidelines would be implemented for construction and why?

A-CSC 18: The referenced Guidelines were incorrectly cited as dated "2004" in the D&M Volume I Plan, p. 23 and in Appendix A. The Project will adhere to and is in alignment with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control standards.

In accordance with the guidelines outlined in the CT Soil Erosion and Sediment Control manual published September 30, 2023, and made effective March 30, 2024, the Project is subject to 2002 E&S standards. This recognition is based on the fact that the Project design had progressed beyond the design threshold in which projects were allowed to utilize the earlier standards, thereby authorizing the Project to be executed under the 2002 Connecticut Erosion Control Guidelines referenced in the D&M Plan.

Interrogatory CSC 19

The United Illuminating Company
Docket No. 490

Witness: Florencia Bugatti
Page 1 of 1

Q-CSC 19: Referencing D&M Plan Volume I, p. 26, UI states it will not cut trees on the project site during the **NLEB** (Northern Long-Eared Bat) maternity roosting season, but the September 6, 2024 USFWS consultation described in the narrative identifies the **Tricolored Bat**. Are the season tree cutting restrictions for the NLEB and Tricolored Bat the same? Explain.

A-CSC 19: It is UI's understanding that the entire range of the NLEB and the TCB overlap in Connecticut. Based on the USFWS "*Northern Long-eared Bat and Tricolored Bat Voluntary Review Process for Development Projects, Version 1.0*" dated October 15, 2024, the pup season (timeframe during late pregnancy and when most young are born until they can fly and forage independently) for both species is observed from June 1 to August 15.

While initial consultation with the USFWS indicated that no NLEB habitat occurs at the site, UI's ecological assessment of the Project indicated that three to five viable NLEB roosting trees are present at the site. Due to this observation, UI committed to limit clearing trees outside the NLEB's pup season. In addition, UI's most recent consultation with the USFWS resulted in the identification of the tricolored bat as potentially present within the boundary of the Project area. While Project activities are "Not Likely to Adversely Affect" the bats and while no critical habitat has been designated for the TCB, UI decided to restrict clearing activities during both species' coincident pup seasons to avoid or minimize potential impacts. Furthermore, UI will continue consulting with the appropriate agencies and is committed to complying with all applicable measures to protect future listed species occupying the Project area.

Interrogatory CSC 20

The United Illuminating Company
Docket No. 490

Witness: Florencia Bugatti
Page 1 of 1

Q-CSC 20: Could UI utilize netless E&S controls to prevent wildlife entanglement (e.g. eastern box turtle)?

A-CSC 20: Yes, UI can consider the use of netless E&S controls. UI will continue to assess the most suitable E&S controls based on site-specific conditions and needs, as well as the latest CT DEEP NDDB determination.

Interrogatory CSC 21

The United Illuminating Company

Docket No. 490

Witness:

Alissa Bullard Bumstead

Page 1 of 1

Q-CSC 21: How would UI prevent the introduction of invasive plant and insect species, such as mugwort, spotted lanternfly and jumping worm, during construction, restoration and throughout the useful life of the landscaping?

A-CSC 21: During Project construction, construction crews will use matting comprised of timber or composite materials in wetland areas where vegetation clearing and work is required. To prevent the introduction of invasive species, prior to initial matting deployment, as well as before removing mats for relocation to other work sites, all timber (or equivalent) construction mats will be cleaned and will be demonstrably free of debris/invasive plant or invasive invertebrate material. After construction mats are installed in wetlands (i.e., for access roads, work pads), all Project construction vehicles and equipment will travel only on the designated access roads/work pads, thereby avoiding any direct contact with wetland plant materials. While the clearing contractor will be responsible for properly managing and disposing of the vegetation materials cut from the Project area, UI will ensure that clearing and vegetation removal from the site is performed in accordance with UI's procedures and existing vegetation management protocols.

UI will also utilize landscaping contractors to perform routine and seasonal landscaping maintenance functions.

Interrogatory CSC 22

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 22: Referencing D&M Plan Volume I, pp. 29-30, what additional noise characteristics, if any, would the revised configuration introduce that are different than the noise characteristics evaluated in the approved configuration? Would operation of the facility still comply with DEEP Noise Control Regulations with the revised transformer locations?

A-CSC 22: The revised configuration will not have any additional impacts on any neighboring properties. The two new power transformers will be positioned closer together and more toward the center of the rebuilt substation which will effectively increase the distance between the neighbors and the nearest transformer. This layout could reduce the noise characteristics at UI's property lines compared to what was originally depicted in the Application, Appendix E, Figure 12.

Interrogatory CSC 23

The United Illuminating Company
Docket No. 490

Witness: Jonathan Wolff
Page 1 of 1

Q-CSC 23: Referencing D&M Plan Volume I, p. 29, describe UI's standard design for illumination of substation yards and the permanent lighting scheme at the existing Old Town Substation yard. Would any new lighting standards apply to the lighting scheme for the new Old Town Substation yard? Explain.

A-CSC 23: UI's standard design for illumination of substation yards is outlined in TM 2.71.11 Section 2.1 Substation Yard Lighting (see Attachment CSC-23-1). The lighting standards have not changed since the original Application Submittal.

The existing Old Town substation lighting scheme consists of a combination of general area lighting, entry lighting, and task lighting for equipment.

Interrogatory CSC 24

The United Illuminating Company
Docket No. 490

Witnesses: Sam LaDoux
Page 1 of 1

Q-CSC 24: What is the approximate cost to decommission the existing Old Town Substation? Is this included in the total project cost?

A-CSC 24: The estimated cost to decommission the existing Old Town Substation is approximately \$1.3M. This cost is included in the total Project cost.

Interrogatory CSC 25

The United Illuminating Company
Docket No. 490

Witness: Catherine Erickson
Page 1 of 1

Q-CSC 25: What methodology does UI use to determine an acceptable delta between estimated project costs and actual project costs? What is the acceptable delta?

A-CSC 25: UI uses a Project cost estimating methodology that has accuracy ranges based on the classification of the design progression. Typically, as a project evolves, it becomes more definitive. After each design iteration, the project cost estimate is further refined based on the level of project definition. For example, when a project cost is estimated at Conceptual Design, the expected accuracy of the project cost estimate ranges from -60% to +120% for complex projects. After engineering completion (current stage) the expected accuracy of the project cost estimate ranges from -15% to +30%. Please refer to the image from UI's Cost Management SOP demonstrating the relationship between cost estimate accuracy and project definition.

Estimate Type	Descriptive	LEVEL OF PROJECT DEFINITION Expressed as % of complete definition	METHODOLOGY Typical estimating method	EXPECTED ACCURACY RANGE Typical variation in low and high ranges	Suggested Contingency
A	Study / Simplified Estimate CONCEPTUAL DESIGN	1% to 15%	Equipment factored or parametric models	L: -15% to -60% H: +30% to +120%	30-50%
B	Budget, Authorization or Control / Preliminary Estimate INITIATION PLAN	10% to 40%	Semi-detailed unit costs with assembly level line items	L: -10% to -30% H: +20% to +60%	15-30%
C	Control or Bid / Detailed estimate PMP	30% to 70%	Detailed unit cost with forced detailed take-off	L: -5% to -15% H: +10% to +30%	10-20%
D	Check Estimate or Bid / Finalized Estimated CONSTRUCTION	50% to 100%	Detailed unit cost with detailed take-off	L: -5% to -5% H: +10% to +10%	5-10%

Interrogatory CSC 26

The United Illuminating Company
Docket No. 490

Witness: Catherine Erickson
Page 1 of 2

Q-CSC 26: The estimated costs of the facility at the time the Certificate was issued were as follows according to Finding of Fact No. 154:

154. UI's estimated project cost is approximately \$39.1M*. Approximately \$23.4M of the project's costs would be regionalized across all New England ratepayers based on load share which is approximately 75 percent New England (or \$17.5M) and 25 percent Connecticut (or \$5.9M). The remaining \$15.6M of project costs are related to distribution and non-Pool Transmission Facilities costs which are typically borne by UI customers.

*The approximately \$3M cost for Eversource's portion of the project is not included in this total, and Eversource expects that the entire \$3M cost would be regionalized. (UI 2, response 6; Tr. 1, p. 30; Tr. 1, pp. 30, 81-82, 85)

- a. Provide the current estimated cost of the revised facility with details of any changes in specific cost categories and/or cost allocations.
- b. Are the current estimated costs for the revised facility more than 110% of the estimated costs for the approved facility? Explain.

Interrogatory CSC 26

The United Illuminating Company
Docket No. 490

Witness: Catherine Erickson
Page 2 of 2

A-CSC 26:

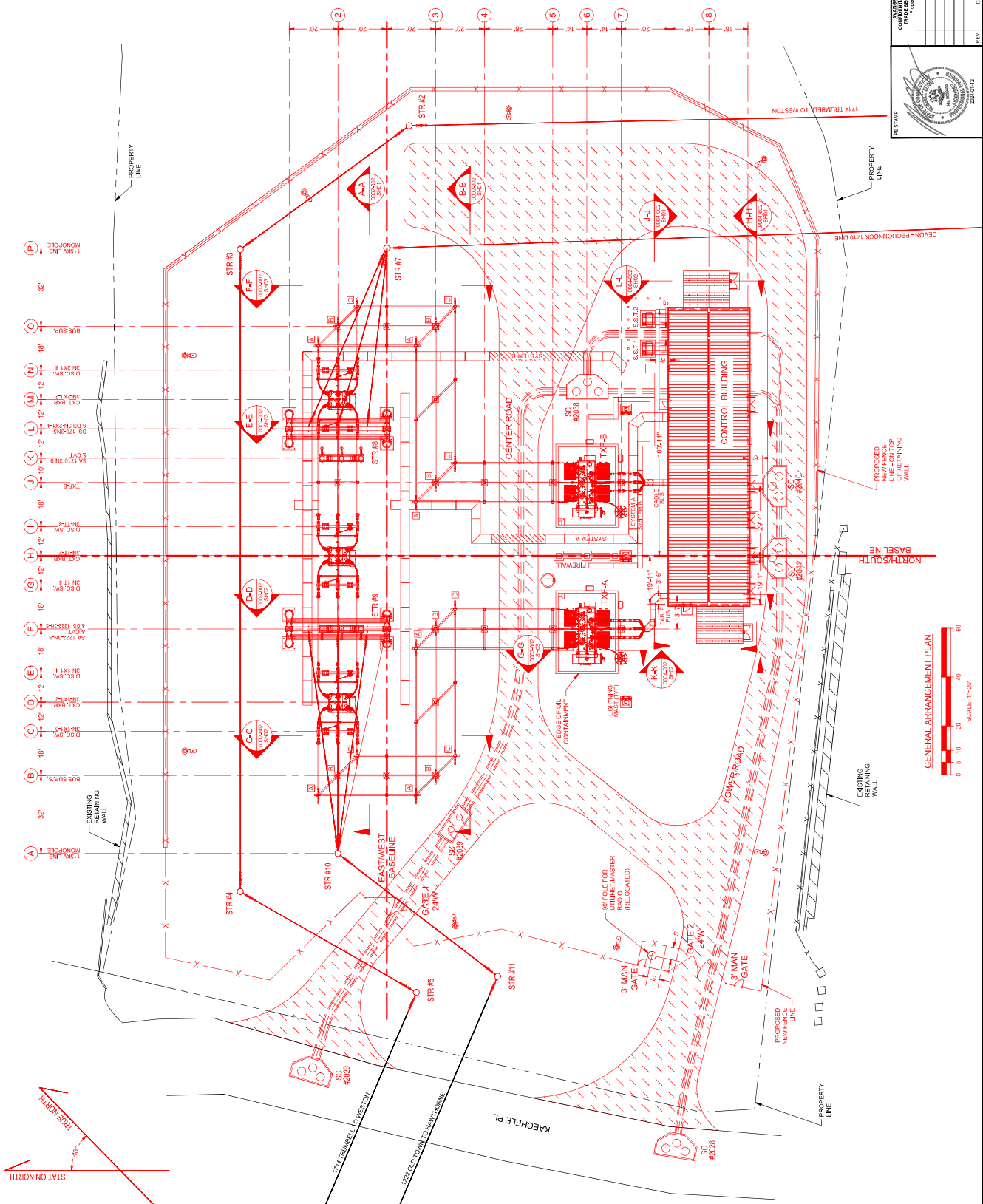
a.

	2020 Estimate (in \$M)	Current Estimate (in \$M)	Explanation
Engineering and Internal Resources	\$6.727	\$8.757	Current estimated engineering costs are greater than 2020 estimates due to site complexity, such as: space constraints and constructability, topographical and subsurface challenges, construction sequencing, etc.
Construction (includes contingency)	\$14.972	\$31.602	Site preparation activities such as rock removal and laydown logistics are significantly affecting construction costs over conceptual estimate. Also, the current cost estimate incorporates escalation costs associated with construction schedule shift into 2026-2028.
Material	\$12.545	\$11.549	
AFUDC	\$4.300	\$11.128	Reflects revised estimate due to the extension of the project schedule.
Miscellaneous	\$0.638	\$0.567	
TOTAL	\$39.182	\$63.603	

b. The current estimated cost for the revised facility is \$63.6M, which is 58% greater than the original estimated facility cost presented in the June 2020 application. At the time of Application submittal, the design maturity for the Project was at conceptual (preliminary) level. As stated in response to CSC-25, the expected accuracy of conceptual design Project cost estimate ranges from –60% to +120%, or \$15.64M - \$86.02M (based on \$39.1M conceptual cost estimate). The current forecast is within the allowable accuracy range of the Project cost estimate guidelines identified in UI's Cost Management SOP.







CONSTRUCTION NOTES:

- THIS DRAWING SHOWS INSTALLATIONS IN RED FROM ALL PHASES OF PROJECT AS ONE COMPLETE INSTALLATION. ACTUAL PHASING OF REMOVALS AND INSTALLATIONS WILL BE DETICTED IN CONSTRUCTION SEE CONSTRUCTION PHASING PACKAGE FOR REMOVAL AND INSTALLATION DRAWINGS FOR EACH PHASE OF CONSTRUCTION. CONSTRUCTION PHASING DRAWINGS WILL BE ISSUED AS SKETCHES FOR USE DURING CONSTRUCTION AND WILL NOT BE ISSUED FOR RECORD.

REFERENCE DRAWINGS:

252323-002-001	SH 001	ULTIMATE ARRANGEMENT PLAN 115-13.8KV S/S
252323-002-001	SH 003	GENERAL ARRANGEMENT PLAN 115-13.8KV S/S
252323-002-001	SH 004	GENERAL ARRANGEMENT PLAN 115-13.8KV S/S
252323-002-002	SH 001	GENERAL ARRANGEMENT ELEVATIONS A-A & B-B
252323-002-002	SH 002	GENERAL ARRANGEMENT ELEVATIONS C-C & D-D
252323-002-002	SH 003	GENERAL ARRANGEMENT ELEVATIONS E-E, F-F, & G-G
252323-002-002	SH 004	GENERAL ARRANGEMENT MOBILE SUBSTATION

NOTES:

- [illegible]

INSTALL

[illegible]

GENERAL ARRANGEMENT PLAN

Category	5	10	20	40	60
No	~10%	~15%	~25%	~35%	~45%
Yes	~45%	~40%	~35%	~30%	~25%
Don't know	~10%	~10%	~10%	~10%	~10%
No answer	~5%	~5%	~5%	~5%	~5%



City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

January 31, 2025

Tyisha S. Toms, City Attorney
Office of the City Attorney
City of Bridgeport, Connecticut

Dear Attorney Toms:

The City Council of the City of Bridgeport on January 21, 2025 adopted the following resolution **#165-23**:

RESOLVED, that the attached Easement Contract between the City of Bridgeport and The United Illuminating Company (UI) and The Connecticut Light and Power Company d/b/a Eversource Energy (Elton Rogers Park), be and it hereby is, in all respects, approved, ratified and confirmed.

Attest:

Frances Ortiz
Assistant City Clerk

FO: lp

Attachment: Easement Contract & Exhibits (17 pages)

Cc: T. Gaudett, Chief Administrative Officer
J. Urquidi, City Engineer

The United Illuminating Company
Energy Land Management
180 Marsh Hill Road
Orange, CT 06477-3629

EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that **CITY OF BRIDGEPORT**, a municipal corporation with an address of 45 Lyon Terrace, Bridgeport, Connecticut (hereinafter called "Grantor"), for Forty Thousand Dollars and 00/100 Cents (\$40,000.00) received to its full satisfaction from **THE UNITED ILLUMINATING COMPANY** (hereinafter called "UI"), a corporation organized and existing under the laws of the State of Connecticut and having its principal place of business in the Town of Orange and County of New Haven in the State of Connecticut, and **THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a Eversource Energy**, a specially chartered Connecticut corporation with offices in the Town of Berlin and County of Hartford in the State of Connecticut (hereinafter called "Eversource" and together with UI, hereinafter individually called a "Grantee" and collectively called "Grantees"), does hereby give, grant, bargain, sell and confirm unto Grantees, and unto each of them, and unto their respective successors and assigns, forever, an access easement and right-of-way through, on, over and across that area of land on the Property (as defined herein), which is more particularly described in **Exhibit A-1** and shown, as "28,149 S.F. Permanent Access Easement for Construction and Maintenance in favor of United Illuminating" (hereinafter called the "Access Easement Area") on a drawing entitled "Easement Map Prepared for The United Illuminating Company 312 & 320 Kaechele Place Bridgeport, Connecticut," prepared by Godfrey, Hoffman Hodge LLC, dated 4-25-2023, last revised to _____-2024, Scale 1" = 40', Sheet No. 1 of 1 (the "Drawing"), a copy of which is or will be filed with the Bridgeport Town Clerk and attached hereto as **Exhibit B** and made a part hereof; provided, however, Eversource's rights pursuant to this Easement shall be limited to that portion of the Access Easement Area identified on the Drawing as "5,004 S.F. Access Easement in Favor of Eversource" (the "Eversource Access Area") and such use of the Access Easement Area by each Grantee shall not materially interfere with the rights of the other Grantee with respect to the Access Easement Area. The Access Easement Area is situated within that certain piece or parcel of land situated in the City of Bridgeport, County of Fairfield, State of Connecticut, and more particularly bounded and described on **Exhibit C** attached hereto and made a part hereof (the "Property"). The Grantees acknowledge that Eversource has rights to use a portion of the Access Easement Area that is located outside the Eversource Access Area pursuant to an easement granted to Eversource in February, 1924 and recorded in the Bridgeport Land Records in Volume 114 on Page 614.

Together with the right (a) for UI, to construct, reconstruct, erect, install, maintain, inspect, control, repair, expand, remove, replace, and relocate a retaining wall and access gate in the Access Easement Area, which gate shall include a lock system accessible to Grantor and each Grantee; (b) to enter upon, travel and transport materials and equipment over and upon the Access Easement Area, and reasonable access over the Property to and from (i) the electrical substation owned by UI on real property adjacent to the Property (hereinafter collectively called the "UI Facilities"), and (ii) those certain facilities now or hereafter erected or constructed, owned and/or operated by Eversource on the Property (the "Eversource Facilities", and together with the UI Facilities,

collectively, the "Facilities"); (c) of reasonable access over and across adjoining land of Grantor to the Access Easement Area; and (d) if necessary or convenient in connection therewith, to grade, lay down gravel, excavate, fill or otherwise improve the Access Easement Area, all in the exercise of said right, privilege and authority. Excavation shall require the Grantor's advanced written approval which shall not be unreasonably withheld. In the event that Grantor fails to respond to a request for written approval within fifteen (15) days of such request, such request shall be deemed approved.

Furthermore, the Grantor does hereby give, grant, bargain, sell and confirm unto UI, and unto its successors and assigns, forever, the right, privilege, and authority to construct, reconstruct, erect, install, maintain, inspect, control, repair, expand, remove, replace, relocate and operate poles, towers, circuits, lines, cables, wires, filaments, crossarms, guy wires, anchors, monuments, guy stubs and related structures and equipment, and conductors, antennas, and other structures used for the transmission of electric current and energy as Grantee may from time to time require to operate the UI Facilities, upon, along, across, over and under certain portion(s) of the Property (hereinafter called the "Transmission Easement Area" and together with Access Easement Area, collectively, the "Easement Areas" and each individually, an "Easement Area"), which Transmission Easement Area is more particularly described in Exhibit A-2 and shown as "Utility Easement in favor of United Illuminating" on the Drawing. The Transmission Easement Area is situated within the Property.

Together with the right (a) to conduct and transmit electricity, energy, and to provide the service or services relating to said right(s) by means of the Facilities; (b) to enter upon, travel and transport materials and equipment over and upon the Transmission Easement Area, and reasonable access over the Property; (c) of reasonable access over and across adjoining land of Grantor to the Transmission Easement Area; and (d) if necessary or convenient in connection therewith, to grade, excavate, fill or otherwise improve the Transmission Easement Area, all in the exercise of said right, privilege and authority. Any changes to the topography or landscape shall be approved, in advance, by the Grantor; such approval shall not be reasonably withheld. In the event that Grantor fails to respond to a request for written approval within fifteen (15) days of such request, such request shall be deemed approved.

Each Grantee, by its acceptance hereof, agrees, for itself and its successors and assigns, that upon completion of any construction, installation, maintenance, inspection, repair, removal or replacement of its Facilities that disturbs the surface of any portion of the Transmission Easement Area, such disturbed surface area shall be restored by such Grantee to its former condition to the extent reasonably practicable, given the presence of the Facilities. Such restoration, however, will not include the replacement or other restoration of such trees, parts of trees (including limbs and branches), underbrush, roots, flowers or other growth as may be removed at any time pursuant to the rights herein granted.

UI shall have the perpetual right to enter in and upon the Access Easement Area, at its sole cost and expense, and Eversource shall have the perpetual right to enter in and upon the Eversource Access Area, each at its sole cost and expense, for the purposes of access, ingress and egress to and from Kaechle Place in order for Grantees to access their respective Facilities and those

existing or hereafter erected or constructed facilities owned and operated by UI or Eversource, and the right for UI to construct, reconstruct, erect, install, maintain, inspect, control, repair, expand, remove, replace and relocate a retaining wall and access gate on the Property (collectively, the "Improvements"). Each Grantee shall have the right within the Access Easement Area, at the sole cost and expense of such Grantee, to maintain the Access Easement Area in a reasonable manner for its ingress and egress to Facilities, and the Improvements (including, but not limited to, the right to remove snow, ice and/or debris from the Access Easement Area as appropriate for such Grantee's access) and to perform other work necessary or convenient for the purposes herein contained. Each Grantee agrees to provide the Grantor, its City Engineer, Parks Department, Police Department, and Fire Department codes, keys or such other access to the gate installed and maintained by the Grantees.

UI agrees as long as and to the extent that UI uses the Easement Area to access the UI Facilities and associated facilities and such facilities are connected to the Eversource Facilities, UI will, (i) in connection with, and arising from, UI's use of the Access Easement Area, repair, replace and maintain the Access Easement Area at its own expense (except as otherwise provided herein), and, (ii) in connection with any repair, replacement or maintenance of the UI Facilities in or adjacent to the Property, shall promptly restore the Access Easement Area to substantially the same condition as existed prior to such repair, replacement or maintenance of the UI Facilities, provided, however, that such restoration shall not include any structures, other improvements or plantings made by Eversource contrary to the provisions of this easement.

Eversource agrees that as long as and to the extent that Eversource uses the Eversource Access Area to access the Eversource Facilities, Eversource will, in connection with, and arising from, Eversource's use of the Eversource Access Area, repair, replace and maintain the Eversource Access Area at its own expense (except as otherwise provided herein) and, in connection with any repair, replacement or maintenance of the Eversource Facilities, shall promptly restore the Eversource Access Area to substantially the same condition as existed prior to such repair, replacement or maintenance of the Eversource Facilities, provided, however, that such restoration shall not include any structures, other improvements or plantings made by UI contrary to the provisions of this easement.

Each Grantee reserves the right, at any time and from time to time, to (i) trim and keep trimmed, cut, take down and remove any or all trees, parts of trees (including limbs and branches), underbrush, roots, flowers or other growth: (A) within the limits of the Easement Areas, (B) on adjoining land of Grantor and which may interfere with the exercise of any of the rights and /or easements herein granted, or (C) which may create a hazard; (ii) control the growth of such trees, parts of trees (including limbs and branches), underbrush, roots, flowers and other growth, in each case by the use of mechanical means, chemicals or otherwise, and the right, but not the obligation to dispose of all wood cut; and (iii) remove any structures installed or allowed to be installed by Grantor by any third party (including, but not limited to, sheds, garages, and other structures), retaining walls, above or below ground swimming pools, decks, rocks, and other obstructions within or projecting into or onto any Easement Area, in each case without payment therefor; but if the same are substantially damaged or destroyed and Grantor fails to rebuild or restore the same (subject to such height limitation) within eighteen (18) months from the date of such substantial

change or destruction, then Grantor shall not be allowed to rebuild or replace it in the applicable Easement Area.

The easements and other rights granted herein to use and occupy the Easement Areas shall include all surface and air rights thereover, and such subsurface rights as may be necessary to install and maintain the Facilities and/or the Improvements, provided, however, each Grantee shall have such rights, subject to any limitations provided herein, but shall in no way be obligated to install, construct, reconstruct or erect the Facilities and/or the Improvements.

If any part of the land within the limits of the Easement Areas is now or may hereafter become a public street or a highway or a part thereof, permission, as provided in the General Statutes of Connecticut relating to adjoining landowners, is hereby given to each Grantee, and its respective successors and assigns, to use that part for the purposes and in the manner above described.

No cessation of use or operation of all or any portion of said easements or rights or of any Easement Area by either Grantee shall be deemed an abandonment thereof resulting in the termination of any aspect of the easements and/or right or of the applicable Easement Area, unless the holder of same at the time of such cessation of use or operation releases, in a written instrument in recordable form, its rights in such easements and rights or in such Easement Area.

Grantor shall not convey any new or additional easements to any third parties within or across any Easement Area which may, in the opinion of either Grantee, (1) interfere with the exercise of any of the rights and/or easements granted herein to such Grantee without its prior review and consent, which will not be unreasonably withheld, and/or (2) may create a hazard.

Grantor agrees, for itself and its successors and assigns, that each and every part of the Facilities and/or the Improvements shall be and remain the sole and exclusive personal property of UI or Eversource, as applicable.

Grantor further agrees, for itself and its successors and assigns, that neither Grantor, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, shall have any ownership in, and/or right of attachment or other access to, each and every part of the Facilities or the Improvements without the prior written consent of Grantees.

Grantor further agrees, for itself and its successors and assigns, that neither Grantor, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, shall either erect any structure or equipment, or plant any tree or shrub in a location, or change the grade of, excavate, fill or flood any Easement Area or adjoining land in a manner, that, in the sole judgment of either Grantee, will interfere with or endanger the operation or maintenance of any of the Facilities, Grantees' right of access to the same or Grantees' access to and use of the Easement Areas. In no event shall any land within any Easement Area or adjoining property be excavated or removed if such excavation or removal would endanger any Facilities, or any Improvements, or would interfere with the proposed use of such areas as they now exist for the erection, construction and maintenance of any Facilities and/or the Improvements.

Grantor further agrees, for itself and its successors and assigns, that if any work in connection with any improvement now or hereafter situated on the Property might cause damage to or otherwise adversely affect any of the Facilities and/or the Improvements, then no such work shall be commenced by Grantor, nor any servant, agent, employee or contractor of Grantor, its successors or assigns, unless and until each Grantee shall have been given prior written notice of the same and given an opportunity to take such measures as it deems necessary to provide protection for the Facilities and/or the Improvements.

UI agrees, except with the written permission of Eversource, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon, the Access Easement Area or on the Property and outside the Access Easement Area within five (5) feet from any Eversource Facilities, and (ii) nothing shall be attached, temporarily or permanently, to any property of Eversource installed in the Access Easement Area. Eversource may, upon reasonable prior notice, without liability to UI and at the expense of UI, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of Eversource by UI or its agents or employees, all costs of repair or replacement shall be borne by UI.

Eversource agrees, that except with the written permission of UI, that (a) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or on the Property and outside the Easement Area within five (5) feet from any electrical structures owned, maintained or operated by UI, and (b) nothing shall be attached, temporarily or permanently, to any property of UI installed in the Easement Area. UI may, upon reasonable prior notice, without liability to Eversource and at the expense of Eversource, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of UI by Eversource or its agents or employees, all costs of repair or replacement shall be borne by Eversource.

UI agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and incorporated herein as **Exhibit D**, and to keep the same coverage in continuous effect for the life of this Easement, provided such coverage is consistent with industry standards at such time. UI also expressly agrees to at all times indemnify, defend and hold harmless the Grantor, and its respective officers, employees, servants, agents and representatives, against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement by UI, and its guests and invitees except such injury, loss, or damage as shall have been caused by the negligence or willful act of the indemnified party, its or their agents, guests, invitees, or employees.

Eversource agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and incorporated herein as **Exhibit D**, and to keep the same coverage in continuous effect for the life of this Easement. Eversource also expressly agrees to at all times indemnify, defend and hold harmless the Grantor, and its respective officers, employees, servants, agents and representatives, against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement by Eversource, and its guests and invitees except such injury, loss, or damage as shall have been caused by the negligence or willful act of any indemnified party or person, its or their agents, guests, invitees, or employees.

Whenever the context of this instrument shall so require, but not when this instrument indicates otherwise, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural. The easements and other rights granted herein are intended to be permanent rights and easements for the benefit of Grantees, their respective successors and assigns, and are to be fully apportionable and fully assignable or transferable, all or in part, without the need of any consent of the Grantor or Grantor's successors and assigns.

TO HAVE AND TO HOLD the above-granted rights, privilege and authority unto Grantees, and unto each of them, and unto their respective successors and assigns forever, to its and their own proper use and behoof.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the
day of _____, 2024.

Signed, sealed and delivered
in the presence of:

FIRST WITNESS:

GRANTOR
CITY OF BRIDGEPORT

Signature: _____
Print Name: _____

By: _____

SECOND WITNESS:

Its:

Signature: _____
Print Name: _____

STATE OF CONNECTICUT)
: BRIDGEPORT _____, 2024
COUNTY OF FAIRFIELD)

Personally appeared _____,
of the City of Bridgeport, signer and sealer of the foregoing instrument, and who acknowledged
the same to be the free act and deed of said City of Bridgeport, and his/her free act and deed as
such _____ thereof, before me.

In witness whereof, I hereunto set my hand and official seal.

_____(seal)
Print Name:
Notary Public
My Commission Expires:

FIRST WITNESS:

GRANTEE
THE UNITED ILLUMINATING
COMPANY

Signature: _____

Print Name: _____

SECOND WITNESS:

By: _____

Name:

Title:

Signature: _____

Print Name: _____

STATE OF CONNECTICUT)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared
_____, the _____ of The United Illuminating
Company, a Connecticut corporation, duly authorized, who acknowledged that he signed, sealed
and delivered the above and foregoing instrument as his free act and deed, and the free act and
deed of said corporation, before me.

Notary Public
Commissioner of the Superior Court
My Commission Expires:

FIRST WITNESS:

Signature: _____
Print Name: _____

SECOND WITNESS:

Signature: _____
Print Name: _____

GRANTEE
THE CONNECTICUT LIGHT AND
POWER COMPANY
d/b/a Eversource Energy

By: _____
Name: Kimberly A. Bianchi
Title: Supervisor, Right of Way

STATE OF CONNECTICUT)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2024, personally appeared
_____, the _____ of the Connecticut Light and
Power Company, d/b/a Eversource Energy, a specially chartered Connecticut corporation, duly
authorized, who acknowledged that he signed, sealed and delivered the above and foregoing
instrument as his free act and deed, and the free act and deed of said corporation, before me.

Notary Public
Commissioner of the Superior Court
My Commission Expires:

Exhibit A-1
Access Easement Area

**Easement from City of Bridgeport to
The United Illuminating Company (UI)**

All that certain piece or parcel of land, situated in the City of Bridgeport, State of Connecticut depicted as "28,149 S.F. Permanent Access Easement for Construction and Maintenance in Favor of United Illuminating" on map entitled "Easement Map Prepared For The United Illuminating Company 312 & 320 Kaechele Place Bridgeport, Connecticut Date: 04-25-2023 last revised 1-29-24 Scale: 1"=40' Project: 20-112 Godfrey Hoffman Hodge, LLC Professional Land Surveyors & Civil Engineers" bounded and described as follows:

Beginning at the southeast corner of herein described parcel, said point being marked P.O.B. "E-1":

Thence; North 49 degrees 13 minutes 07 seconds West, along the northerly street line of Kaechele Place, a distance of 71.02 feet,
Thence; North 50 degrees 30 minutes 12 seconds East, along land now or formerly of United Illuminating, a distance of 299.17 feet,
Thence; North 50 degrees 33 minutes 34 seconds East, along land now or formerly of United Illuminating, a distance of 47.85 feet,
Thence; North 35 degrees 19 minutes 53 seconds East, along land now or formerly of United Illuminating, a distance of 12.83 feet,
Thence; North 77 degrees 10 minutes 45 seconds East, through land now or formerly of The City of Bridgeport (Elton Rodgers Woodland Park), a distance of 104.92 feet,
Thence; South 35 degrees 19 minutes 53 seconds West, through land now or formerly of The City of Bridgeport (Elton Rodgers Woodland Park), a distance of 100.14 feet,
Thence; South 50 degrees 30 minutes 12 seconds West, through land now or formerly of The City of Bridgeport (Elton Rodgers Woodland Park), a distance of 344.50 feet to the point and place of beginning.

Said parcel contains 28,149 Square Feet

Exhibit A-2
Transmission Easement Area

**Easement from City of Bridgeport to
The United Illuminating Company (UI)**

All that certain piece or parcel of land, situated in the City of Bridgeport, State of Connecticut depicted as "3,653 S.F. Permanent Overhead Easement in Favor of United Illuminating" on map entitled "Easement Map Prepared For The United Illuminating Company 312 & 320 Kaechele Place Bridgeport, Connecticut Date: 04-25-2023 last revised 1-29-24 Scale: 1"=40' Project: 20-112 Godfrey Hoffman Hodge, LLC Professional Land Surveyors & Civil Engineers" bounded and described as follows:

Beginning at the northwest corner of herein described parcel, said point being marked P.O.B. "E-2":

Thence; South 43 degrees 27 minutes 36 seconds East, through land now or formerly of The City of Bridgeport (Elton Rodgers Woodland Park), a distance of 87.53 feet,

Thence; South 77 degrees 10 minutes 45 seconds West, through land now or formerly of The City of Bridgeport (Elton Rodgers Woodland Park), a distance of 104.92 feet,

Thence; North 35 degrees 19 minutes 53 seconds East, along land now or formerly of United Illuminating, a distance of 30.53 feet,

Thence; North 29 degrees 45 minutes 26 seconds East, along land now or formerly of United Illuminating, a distance of 11.71 feet,

Thence; North 19 degrees 48 minutes 00 seconds East, along land now or formerly of United Illuminating, a distance of 55.00 feet to the point and place of beginning.

Said parcel contains 3,653 Square Feet

Exhibit B
Drawing

(see attached)

Exhibit C
Property

"All that certain parcel of land situated in the City of Bridgeport, County of Fairfield and State of Connecticut, bounded and described as follows:

BEGINNING at the intersection of the west right-of-way line of Frenchtown Road with the south right-of-way line of Old Town Road; then south along the west right-of-way line of Frenchtown Road for a distance of 754.95 feet to a side lot line; thence west along said side lot line for a distance of 138.0 feet to a rear lot line; thence south along said rear lot line for a distance of 127.0 feet to a severance line; thence south along said severance line to a side lot line; thence east along said side lot line for a distance of 250.0 feet to the west right-of-way line of Frenchtown Road; thence south along the west right-of-way line of Frenchtown Road for a distance of 1197.65 feet to a side lot line; thence west along said side lot line for a distance of 138.94 feet to a rear lot line; thence generally along the rear lot lines of lots facing on Frenchtown Road for a distance of 1014.53 feet to a side lot line; thence southeast along said side lot line for a distance of 125.0 feet to the northwest right-of-way line of Frenchtown Road; thence southwest along the northwest right-of-way line of Frenchtown Road for a distance of 332.87

feet to a side lot line; thence northeast along side lot line to the east right-of-way line of Park Drive; thence generally north along the east right-of-way line of Park Drive and Kaechele Place to a property line; thence northeast along said property line to the rear lot line of a lot fronting on Old Town Road; thence east along rear lot lines for a distance of 159.98 feet to a side lot line; thence north along said side lot line for a distance of 130.0 feet to the south right-of-way line of Old Town Road; thence east along the south right-of-way line of Old Town Road for a distance of 677.05 feet to the point of BEGINNING.*

Exhibit D
Insurance Rider

The Grantee shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Grantee's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Grantee; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Grantee performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Grantee performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

If any excavation work is included in the scope of Services, it is understood and agreed that Grantee's liability policy shall not contain an exclusion for XCU (Explosion, Collapse and Underground Coverage).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Grantee shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: The Grantee shall carry Umbrella or Excess Liability Insurance providing for a total limit of Five Million Dollars (\$5,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Five Million Dollars (\$5,000,000).

With respect to all operations the Grantee performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Grantee's Scope of Work, the Grantee is required to provide environmental and remediation (Grantee's Pollution Liability -CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If such insurance is written on a claims-made basis, the Grantee shall maintain such coverage continuously throughout the term of work for a period of seven (7) years following acceptance of the work by the City.

Construction Professional Liability Insurance: In the event Grantee is providing (directly or indirectly) engineering, architecture, design, surveying, construction management or other consulting, Grantee shall provide professional liability covering errors and omissions. Such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of seven (7) years, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Grantee shall be required to keep the coverage in effect for a duration of not less than seven (7) years following acceptance of the work by the City.

Acceptability of Insurers: The Grantee's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Bridgeport.

Subcontractors: The Grantee shall require all subcontractor to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City Attorney's Office as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Grantee to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Grantee is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Grantee shall provide comparable substitute coverage so that there

is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Grantee's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Grantee and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Grantee's activities to be performed under this Agreement. Grantee's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: The Grantee hereby waives the right to subrogate or seek recovery from City of Bridgeport and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Grantee shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the **Purchasing Department and City Attorney's Office, 999 Broad Street, Bridgeport, Connecticut 06604.**

Waiver of requirements: The City Attorney may vary these insurance requirements at the City Attorney's sole discretion if the City Attorney determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

79 Elm Street • Hartford, CT 06106-5127

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Affirmative Action/Equal Opportunity Employer

Bureau of Materials Management and Compliance Assurance

Notice of Permit Authorization

November, 04 2024

CORRENE AUER
THE UNITED ILLUMINATING COMPANY
100 MARSH HILL RD
ORANGE, CT 06477-3628

Subject: General Permit Registration for the Discharge of Stormwater and Dewatering
Wastewaters from Construction Activities
Application NO.: 202409668

CORRENE AUER:

The Department of Energy and Environmental Protection, Water Permitting and Enforcement Division of the Bureau of Materials Management and Compliance Assurance, has completed the review of the Old Town Substation (located at 280 Kaechele Pl, Bridgeport) registration for the **General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities, effective 12/31/2020, modified 11/25/2022 (general permit)**. The project is compliant with the requirements of the general permit and the discharge(s) associated with this project is (are) authorized to commence as of the date of this letter. Permit No. GSN004119 has been assigned to authorize the stormwater discharge(s) from this project.

Questions can be emailed to deep.stormwater@ct.gov.



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Affirmative Action/Equal Opportunity Employer

Generated by eNDDDB on:
12/1/2023

Jane Smith
UNITED ILLUMINATING COMPANY
100 Marsh Hill Rd
Orange, CT 06477
jane.smith@hrpassociates.com

Subject: Old Town Substation Rebuild Project
Filing # 104203
NDDDB – New Determination Number: 202309098
280, 312, and 330 Kaechele Place
Bridgeport

Expiration Date: 12/1/2025

Based on current data maintained by the Natural Diversity Database (NDDDB) and housed in the DEEP ezFile portal, no extant populations of Federal or State Endangered, Threatened or Special Concern species (RCSA Sec. 26-306) are known to occur within the project area delineated for the Energy and Utility Production Facilities and Distribution Infrastructure / Facility modifications, Old Town Substation Rebuild Project.

This NDDDB – New determination may be utilized to fulfill the Endangered and Threatened Species requirements for state-issued permit applications, licenses, registration submissions, and authorizations. However, please be aware of the following limitations and conditions:

- This determination does not preclude the possibility that listed species may be encountered on site. Should this occur, a report must be submitted to the Natural Diversity Database promptly and additional action may be necessary to remain in compliance with certain state permits. Please fill out the [appropriate survey form](#) and follow the instructions for submittal.
- If your project involves preparing an Environmental Impact Assessment, this NDDDB consultation and determination should not be substituted for conducting biological field surveys assessing on-site habitat and species presence.
- This determination applies only to the project as described in the submission and summarized at the end of this letter. Please re-submit an updated Request for Review if the project's scope of work and/or timeframe changes, including if work has not begun by 12/1/2025.

The NDDDB – New determination for the Old Town Substation Rebuild Project at 280, 312, and 330 Kaechele Place, Bridgeport as described in the submitted information and summarized at the end of this document is valid for two years from the date on this letter.

Natural Diversity Database information includes all information regarding listed species available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Natural History Survey and cooperating units of DEEP, land owners, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Database and accessed through the ezFile portal as it becomes available.

This letter is computer generated and carries no signature. If however, any clarification is needed, or if you have further questions, please contact the following:

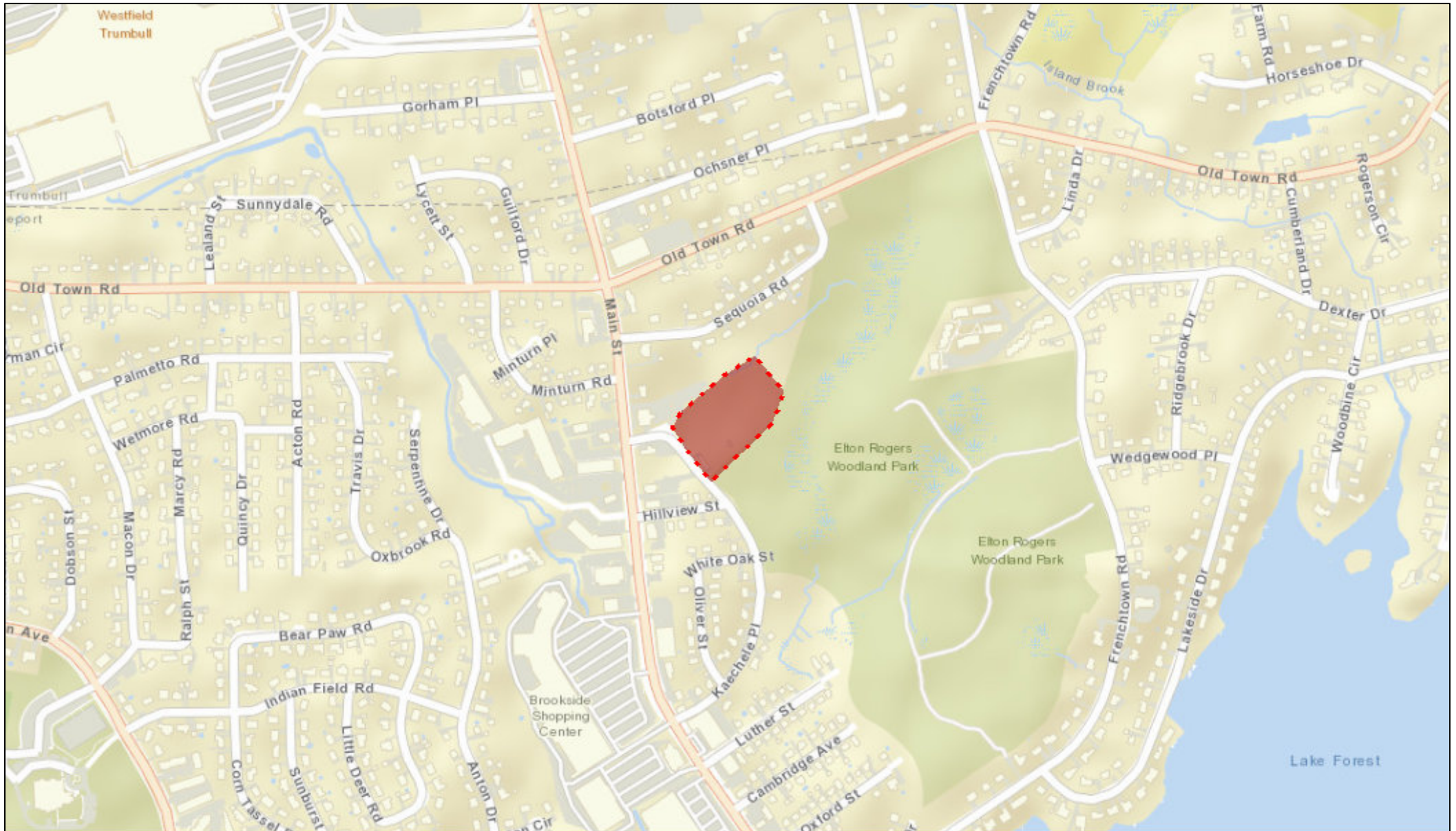
CT DEEP Bureau of Natural Resources
Wildlife Division
Natural Diversity Database
79 Elm Street, 6th floor
Hartford, CT 06106-5127
(860) 424-3011
deep.nddbrequest@ct.gov

Please reference the Determination Number provided in this letter when you e-mail or write. Thank you for submitting your project through DEEP's ezFile portal for Natural Diversity Database reviews.

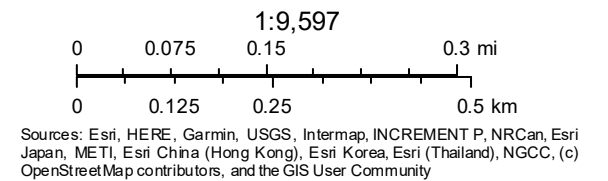
Application Details:

Project involves federal funds or federal permit:	Yes
Project involves state funds, state agency action, or relates to CEPA request:	No
Project requires state permit, license, registration, or authorization:	Yes
DEEP enforcement action related to project:	
Project Type:	Energy and Utility Production Facilities and Distribution Infrastructure
Project Sub-type:	Facility modifications
Project Name:	Old Town Substation Rebuild Project
Project Description:	

Old Town Substation Rebuild Project Map



November 27, 2023



**IBERDROLA USA TECHNICAL MANUAL****TM 2.71.11**
Revision 0
Date : 07-2012

Technical Manual Iberdrola USA

YARD & CONTROL HOUSE LIGHTING

Reviewed By (NY):	Date:
Reviewed By (CMP):	Date:

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Revision	Date	Description	Author
A	07/20/12	IFR Issued For Review 30%	MAD-TRC
0	08/27/12	Issued For Use	I-USA Stds. Dept.



PART 1 – GENERAL

1.1 DEFINITIONS

1.1.1 OWNER: I-USA OPCO'S (Central Maine Power Co., NYSEG, RG & E)

1.1.2 BPS: BULK POWER SYSTEM (Northeast Power Coordinating Council)

1.2 SCOPE

This Specification defines the requirements and responsibilities to engineer, design, and install lighting systems at all Iberdrola-USA substations. The measures described herein are required on all new substation installations and may be retroactively required on existing installations as determined by the OWNER's respective OPCO operations departments. The intended installations are designed to provide adequate lighting levels for safe operation and maintenance inside the substation and control house.

1.3 STANDARDS

Unless otherwise specified, the equipment furnished shall be manufactured and tested in accordance with, and shall meet all the requirements of all applicable current standards and application guides of:

Illuminating Engineering Society of North America

NFPA 70 National Electrical Code 2011 Version

Underwriters Laboratory (UL)

NESC – NATIONAL ELECTRICAL SAFETY CODE (C2-12)

PART 2 – TECHNICAL REQUIREMENTS

2.1 SUBSTATION YARD LIGHTING

2.1.1 GENERAL

2.1.1.1 Yard lighting is required for all substations regardless of size and voltage class. The system shall be designed to support all conditions that may arise where adequate lighting is required to operate, maintain or repair substation equipment during night time or low light conditions.

2.1.1.2 Several factors shall be considered in the substation yard lighting design. Local ordinances may have restrictions on fixture mounting heights and light trespass. All light fixtures shall be full cutoff type or full shielded type to limit light trespass or obtrusive light outside the substation. Substation security requirements may affect the quantity and location of perimeter lighting. Substation equipment arrangements may restrict the locations that lighting fixtures can be installed. All light fixtures shall be located in areas that are easily accessible for lighting equipment maintenance.

2.1.1.3 NESC 2012 Table 111-1 recommends an illumination level of 2.0 foot-candles (fc) for areas occupied occasionally by pedestrians and 1.0 fc for areas occupied occasionally by vehicles. Therefore the average illumination level for the entire substation should be 2 fc. This level shall be achieved with all work lights, perimeter lights and control house entry lights on. The lighting level shall be an average for the entire substation at ground level.

The average illumination level directed at major equipment shall be 3-5 footcandles (fc) on the vertical surface of the equipment

2.1.1.4 Calculations for lighting design software shall be in accordance with Acuity Brands Lighting software or approved equal.

2.1.2 WORK LIGHTING

2.1.2.1 Work lighting will be directed to areas common for maintenance and switching but operated so as not to contribute to light pollution. The luminaires will be installed at a tilt determined by the lighting design such that the aiming point is directed to high voltage equipment at the standard bus heights.

2.1.2.2 Work lights shall be high pressure sodium Holophane Predator, or approved equivalent, installed on working structures such as steel equipment, deadend, bus bay structures and lightning masts. Any

additional lighting structures, or new structures required in the substation yard for maintenance and operation purposes shall not adversely affect access through the substation yard and shall be subject to owner approval.

- 2.1.2.3 The work light controls will be designed to be manually turned on and off (no "Auto" mode), as the intended use is for occasional night time use and not for security or general lighting.

2.1.3 PERIMETER LIGHTING

- 2.1.3.1 Perimeter luminaires will be installed along interior fence lines in areas that are susceptible to vehicular maintenance traffic. These down-lights can also be utilized for security and general lighting. The luminaires will be installed in serviceable locations and away from live substation conductors and equipment. The actual number of perimeter lights, wattage, locations, height, etc. will be determined on a project-specific basis. The design intent, fixture types and structure mountings for all substation yard sizes shall be in accordance with Figures 1 and 2 of this specification.
- 2.1.3.2 Perimeter lights will be high pressure sodium Holophane Mongoose, or approved equivalent.
- 2.1.3.3 In Non-BPS substations the perimeter luminaires will be installed on wooden Class 4 distribution poles. Poles will be placed at a minimum of 5 feet on the inside of the perimeter fence for security reasons.
- 2.1.3.4 In BPS substations the perimeter luminaires will be installed on steel lighting poles. Poles will be placed at a minimum of 5 feet on the inside of the perimeter fence for security reasons. Perimeter luminaires may also be mounted on steel lightning masts located near the perimeter fence where necessary. The perimeter lighting design shall be coordinated with individual substation security design to accommodate security equipment mounting on various poles.
- 2.1.3.5 The controls for the perimeter luminaires will be designed to be selectable, manually turned on and off or placed in an "Auto" mode via a control switch. The "Auto" position would allow a continuous "Dusk to Dawn" operation, as controlled by a photo eye. Normal substation operation would place the perimeter lights in an "Off" position (no "Auto" mode). Certain operational or security requirements may warrant operating these lights in the "Auto" mode.

2.2 CONTROL HOUSE INTERIOR LIGHTING

2.2.1 GENERAL

- 2.2.1.1 Interior lighting systems shall provide sufficient normal lighting for operation and maintenance activities within the building. It shall also provide sufficient DC emergency lighting for egress and performing activities related to restoring AC station service and normal lighting.
- 2.2.1.2 Consideration must be given to the location of the light fixtures in the control house to allow access above the substation control cabinets.

2.2.2 NORMAL LIGHTING

- 2.2.2.1 Fluorescent lighting fixtures shall be utilized for the normal lighting in the control house. The average lighting levels shall be 50 foot-candles (fc). The 50fc level follows the recommendations of the Illuminating Engineering Society (IES) Handbook for levels needed for print reading, identification of wiring and work station activities. The initial 50fc level also adjusts for future "lighting level depreciation" due to fixture aging and lens dust. Lighting fixtures shall be surface mounted on the finished ceiling or suspended mounted in a control house without a finished ceiling. Number of lamps and fixtures is determined by individual control house layout.
- 2.2.2.2 For medium and large control houses the lighting shall be controlled with 3-way switches located at each exit door. For large control houses only, provisions shall be made for switching 2 banks of lights.
- 2.2.2.3 Exterior entry lights shall be provided above each entry door. Entry light fixtures shall be high pressure sodium Holophane H810 or approved equivalent.
- 2.2.2.4 Figure 3 of this specification provides a typical lighting design for large control houses. Medium and small control houses shall follow the same design intent achieving an initial lighting level of 50fc.
- 2.2.2.5 Lighting software shall be Acuity Brands Lighting software or an approved equal.

2.2.3 EMERGENCY LIGHTING

- 2.2.3.1 Two types of emergency lighting are required in the control house, emergency egress lighting and emergency work lighting.
- 2.2.3.2 Emergency Egress Lighting - Provides emergency egress lighting levels per NFPA 101 using lighted Exit signs with internal battery and unit mounted lighting heads.
- 2.2.3.3 Emergency Work Lighting - Provides work lights supplied from the station batteries and controlled by a two pole wall switch. The lights and switches shall be rated for the station battery voltage (125VDC and 48VDC). For other DC voltages, emergency lighting will be determined on a project basis. For large substations, include two banks of lights with one bank servicing critical equipment. The DC load profile for station battery sizing shall include a minimum requirement of one level of emergency lighting operating continuously for 8 hours. Service conditions for individual substations shall determine any additional load profile requirements.

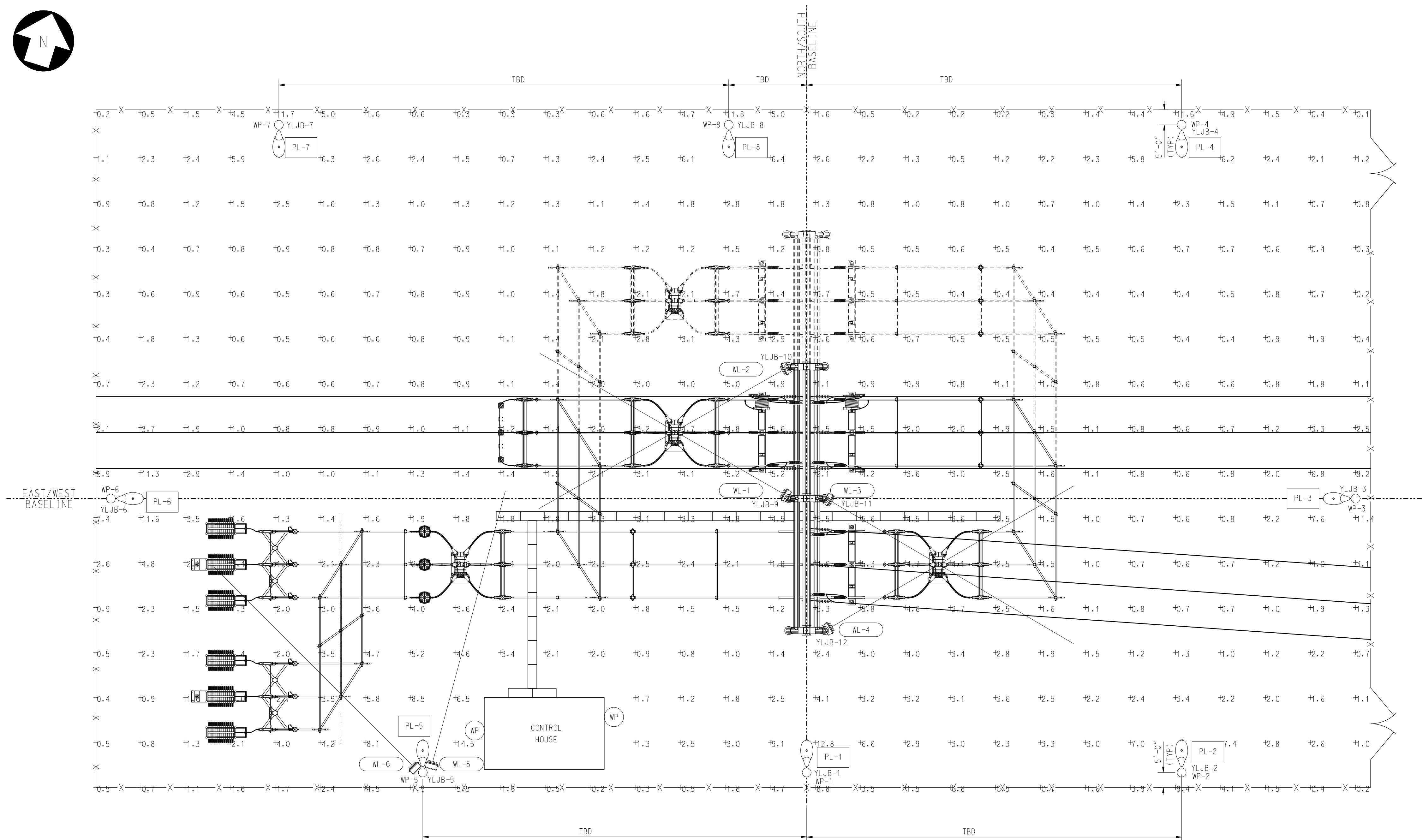
2.4 ATTACHMENTS:

TM2.71.11 FIGURE 1 – YARD LIGHTING TYPICAL PLAN

TM2.71.11 FIGURE 2 – YARD LIGHTING TYPICAL MOUNTING DETAILS

TM2.71.11 FIGURE 3 – CONTROL HOUSE TYPICAL LIGHTING PLAN

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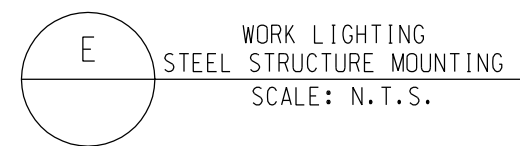
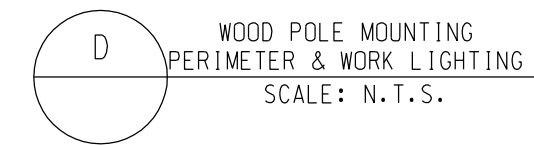
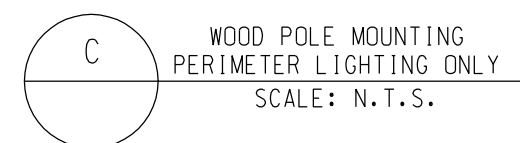
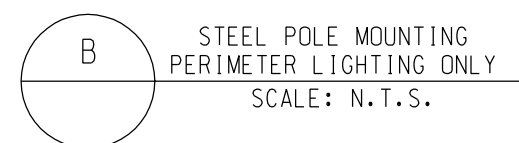
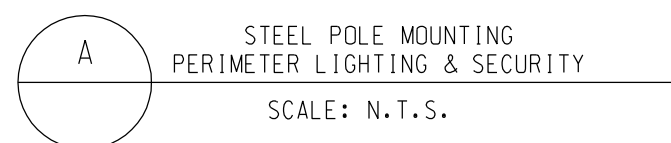


LEGEND

NOTES:


1. DESIGN COMPLETED BY XXXXXX LIGHTING SOFTWARE IN MONTH, 20XX UTILIZING THE HOLOPHONE LUMINAIRES & CORRELATING PHOTOMETRIC DATA SHOWN IN THE SCHEDULE.
2. THE AVERAGE ILLUMINATION LEVEL FOR THE SUBSTATION IS 2.0 FOOT CANDLES. THE MINIMUM AVERAGE AT THE FENCE LINE SHALL BE 0.2 FOOT CANDLES
3. FOR FIXTURE MOUNTING SEE DETAILS DWG. TM2-71-10 FIG 2.
4. PERIMETER LIGHTING SHALL UTILIZE WOOD POLES FOR NON-BPS SUBSTATIONS. FOR BPS SUBSTATIONS WITH SECURITY REQUIREMENTS THE PERIMETER LIGHTING SHALL BE COORDINATED WITH THE SECURITY DR. AND UTILIZE STEEL POLES TO ACCOMMODATE SECURITY EQUIPMENT INSTALLATION. POLE SHALL BE A MINIMUM OF 5'-0" INSIDE THE FENCELINE.
5. PERIMETER LIGHTING CONTROL OPTIONS ARE ON/ OFF/ AUTO.
6. WORK LIGHTING CONTROL OPTIONS ARE ON/ OFF.
7. YARD LIGHTING LAYOUT AND WIRING SHALL BE DESIGNED TO EASILY ACCOMMODATE PLANNED FUTURE SUBSTATION EQUIPMENT ARRANGEMENT.

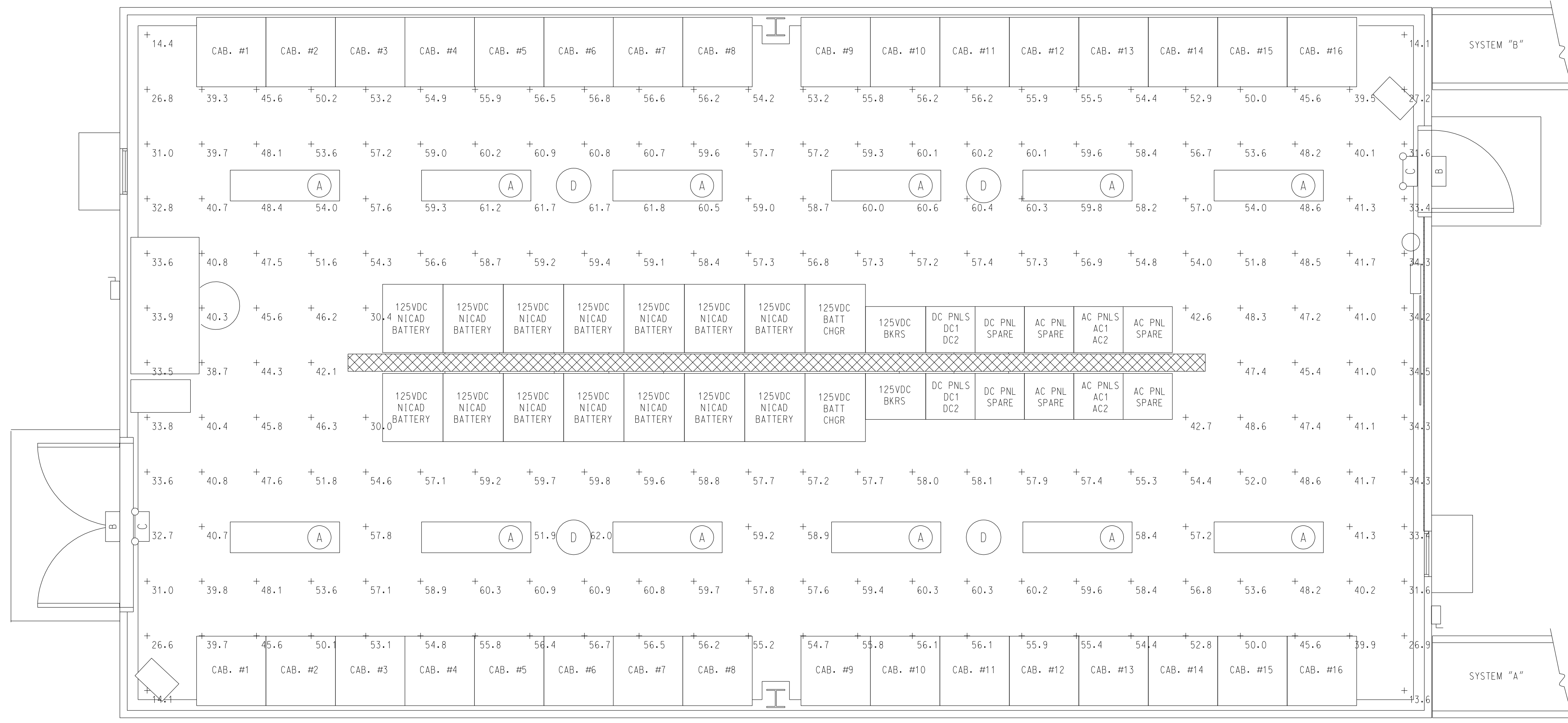
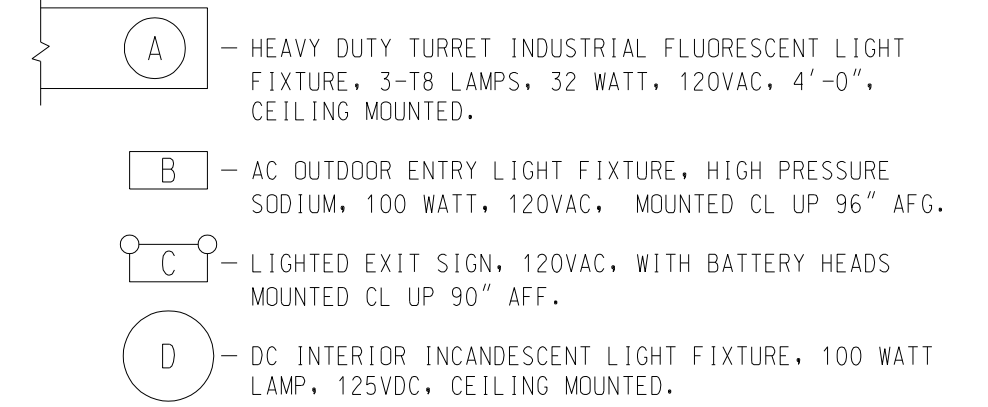
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1. ALL FIXTURE MOUNTING HEIGHTS ARE SHOWN FOR REFERENCE ONLY. ACTUAL MOUNTING HEIGHT TO BE DETERMINED DURING DESIGN DEVELOPMENT.
2. PERIMETER LIGHTING TO BE COORDINATED WITH SECURITY DESIGN TO PROPERLY SELECT STEEL POLE.
3. WORK LIGHTS AND PERIMETER LIGHTS MAY BE LOCATED ON THE SAME POLE WHERE REQUIRED.

REFERENCE DRAWING NUMBER	DESCRIPTION


Professional Engineer Seal		 IBERDROLA USA				IUSA ENGINEERING CONFIDENTIAL, PROPRIETARY and TRADE SECRET INFORMATION Property of Iberdrola, USA				YARD LIGHTING TYPICAL MOUNTING DETAILS			
										DR. MAD/TRC	FILE:		
										CK. MJS/TRC	TM2.71.11 FIG 2.dgn		
											NO.		
0	08/27/12	MAD	ISSUED FOR USE					GLB	APP.		TM2.71.11 FIG 2		
REV.	DATE	BY	DESCRIPTION					APP.	DATE:	07/20/12	SCALE: N.T.S.		REV. 0



NOTES:

1. THE MINIMUM AVERAGE NORMAL LIGHTING LEVEL SHALL BE 50 FOOT-CANDELES.
2. NORMAL LIGHTING SHALL BE CONTROLLED BY 3-WAY SWITCHES LOCATED AT EACH DOOR FOR MEDIUM AND LARGE CONTROL HOUSES.
3. LIGHTED EXIT SIGNS WITH INTERNAL BATTERY AND UNIT MOUNTED LIGHTING HEADS SHALL BE PROVIDED. LIGHTING LEVELS SHALL BE PER IES LEVELS FOR EMERGENCY EGRESS.
4. DC LIGHTING FIXTURES SHALL BE LOCATED TO ILLUMINATE CRITICAL EQUIPMENT FOR EMERGENCY MAINTENANCE. BATTERY LOAD PROFILE CALCULATIONS SHOULD ACCOUNT FOR ALL DC LIGHTS TO BE ON DURING THE ENTIRE 8 HOUR DUTY CYCLE.
5. TYPICAL LIGHTING DESIGN FOR LARGE CONTROL HOUSES SHOWN. MEDIUM AND SMALL CONTROL HOUSES SHALL FOLLOW THE SAME DESIGN INTENT ACHIEVING AN INITIAL LIGHTING LEVEL OF 50 FOOT-CANDELES.

REFERENCE DRAWING NUMBER	DESCRIPTION

Professional Engineer Seal			 IBERDROLA USA			IUSA ENGINEERING CONFIDENTIAL, PROPRIETARY and TRADE SECRET INFORMATION Property of Iberdrola, USA			CONTROL HOUSE TYPICAL LIGHTING PLAN		
								DR. MAD/TRC	FILE:		
								CK. MJS/TRC	TM2.71.11 FIG 3.dgn		
									NO.		
0	08/27/12	MAD	ISSUED FOR USE					APP.	TM2.71.11 FIG 3		
REV.	DATE	BY	DESCRIPTION			GLB		DATE: 07/20/12	SCALE: N.T.S.		REV. 0