

Petition No.983 - BNE Energy, Inc. petition Connecticut  
for a Declaratory Ruling that no Siting  
Certificate of Environmental Compatibility  
And public Need is required for the construction,  
Maintenance, and operation of a 4.8 MW  
Wind Renewable Generating facility on Council  
Flagg Hill Road in Colebrook,  
Connecticut ("Wind Colebrook South") May 20, 2011

TOWN OF COLEBROOK'S PROPOSED FINDINGS OF FACT

Introduction

State Agency Comment

Municipal Consultation

State and Federal Permits

Proposed Site

1. The Town of Colebrook has two commercial zones. One is a narrow band that runs east/west on Route 44 and extends only about 100 yards or so on either side of Route 44. (Transcript April 21, 2011, Page 45)
2. There are no industrial zones in the Town of Colebrook. (Transcript April 21, 2011, Page 46)
3. There are no current plans for either an expansion of the commercial zones or for the creation of an industrial zone. (Transcript April 21, 2011, Page 46)
4. If wind turbines were constructed on the proposed site, the zone would remain residential and all residential zoning requirements would remain in effect despite the existence of the wind turbines. (Transcript April 21, 2011, Page 47 & 64)

Project Description

Proposed Access Road

Ancillary Building

Electrical Collector Yard

GE 1.6 Turbines

Flagg Hill Road

5. BNE has not done any work to evaluate Flagg Hill Road (Transcript April 14, 2011, page 50)

6. Road designs would need to meet more rigorous standards than the CT DOT standards, in order to accommodate the loads of the cranes and trucks transporting the wind turbine components. (Pre filed testimony of Melvin L. Cline, page 6).

7. Due to the weight of the wind turbine components, culverts under Flagg Hill Road would need to be braced, redone or would require a loan bearing surface placed over them. (Transcript April 21, 2011, Pages 30 & 31)

8. There are a lot of cracks currently existing in Flagg Hill Road caused by ordinary traffic. (Transcript April 21, 2011, Page 53)

9. Flagg Hill Road's design is inadequate to withstand heavy loads such as the three Nacelles the tower components, large gravel trucks, concrete trucks, reinforcing bar steel and erection cranes, and must be rebuilt to withstand these types of heavy load usage. (Supplemental Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 2)

10. The weight of the Nacelle, generator gear box and control system is 55 to 60 tons, and the heaviest section of the turbine tower is pretty close to the same figure. (Transcript April 21, 2011, Page 24 & 52)

11. During the construction project, BNE would need to bring in approximately 100 truck loads for rip rap and approximately 230 truck loads of gravel and cranes. (Transcript April 26, 2011, pages 121 & 122)

12. The trucks which would bring in gravel and rip rap would be transfer type trucks having a 25 yard capacity and a 35 to 40 foot bed. (Transcript April 26, 2011, page 122)

13. The turning radius from Route 44 into Flagg Hill Road is inadequate for the trucks which will deliver the wind turbine blades. (Supplemental Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 2)

14. The trucks and trailers carrying the blades are not articulated but are fixed units of about 120 feet long, plus the length of the truck pulling the trailer. (Transcript April 21, 2011, page 43)

15. The trucks that are used to bring the Nacelle to the site are articulated in the back of the trailer and at the truck, but the center sections, which are normally approximately 111 feet, are not articulated. (Transcript April 21, 2011, Page 43)

16. The only possible entrance onto Flagg Hill Road from Route 44 would be from the west, which would require modifications to the intersection. (Transcript April 21, 2011, Pages 20 & 35)

#### **Facility Operation**

Capacity

Reliability

Decommissioning

17. There are numerous circumstances under which a wind turbine or a wind turbine project could be abandoned or need to be decommissioned such as (a) damaged wind turbine Nacelles or blades that are too costly to repair, (b) tower foundation failure or future unsuitability for larger more efficient wind turbine equipment, (c) wind turbine obsolescence, (d) changes in renewable portfolio standards, (e) lack of tax or financial incentives, (f) litigation, (g) the inability in the future to meet conditions of approval established by the Siting Council. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, pages 3 & 4)

18. A wind turbine should be considered abandoned and require decommissioning if it is not functioning up to its specified performance or if it is idle for a year. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 4)

19. The cost to dismantle the Nacelle and wind turbine tower is comparable to the cost of erection. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 5)

20. If decommissioning were to occur with respect to this project, the turbines would need to be dismantled using the same type of crane used to install them, the foundations would need to be removed below grade and the project would need to be returned to as near to a natural state as possible. (Transcript April 26, 2011, page 136)

21. As part of the decommissioning process, the top ten feet of the wind turbine foundations should be chipped away and the remainder buried. (Transcript April 21, 2011, Pages 17 & 18)

22. It is not credible to assume that scrap value of the turbines will cover the cost of decommissioning. (Pre-filed Testimony of John D. Stamberg, P.E. dated March 15, 2011, page 7)

23. Scrap metal prices are highly volatile, depending on external economic and metal recycle demand. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 7)

24. In calculating the scrap metal value of wind turbines, the following must be taken into consideration: (a) scrap metal such as steel, aluminum and copper must meet certain metal purity, cleanliness and sizing specifications, (b) the metal recycler must disassemble mixed material components such as generators or control systems, sort, degrease, remove paint and plastic material and remove wire insulation, all in accordance with air and water permits and in accordance with OSHA and fire code requirements, (c) metal recyclers must also dispose of residual plastic, non-metallic components, insulation, paint residuals, etc. and (d) the sorted metal may have to be further reduced in size by torching, grinding, breaking or shredding. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, pages 5 & 6)

25. G&S Scrap Metal in South Windsor, CT accepts no larger than five foot sections, which would require torching the wind turbines to make the sections smaller. (Transcript April 21, 2011, Pages 18 & 19)

26. Because the wind turbines are proposed to be erected in a forested area, torching bolts or tower components to reduce them in size as part of the decommissioning process should not be done on site in order to avoid forest fires. Instead, the wind turbine tower should be removed as a whole piece, resulting in higher than normal transportation costs. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 5; Transcript April 21, 2011, page 18)

27. Once the cost of torching and delivering the wind turbine towers in five foot sections to South Windsor is considered, the scrap value for the Nacelle and the tower equipment as of April 21, 2011 would be \$20,000.00 per tower, for a total net per unit of \$60,000.00 for three units (Transcript April 21, 2011, Page 19)

28. Decommissioning specifications must be defined in sufficient detail that a contractor would be able to bid the decommissioning work and a bonding company would be able to estimate, at least annually, the cost of decommissioning work. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 4)

29. The decommissioning specifications proposed by the Town's consultant, John B. Stamberg, P.E., entitled

"Decommissioning Specifications for Wind Colebrook South and Wind Colebrook North" are appropriate. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, Exhibit JBS-2)

30. The best method to protect the Town of Colebrook, its citizens, and the State of Connecticut from encountering any decommissioning cost would be to require BNE, or any subsequent owner or operator of the project, to annually update and provide a decommissioning performance bond, not for a certain amount, but to guarantee the full completion of the decommissioning work specified. (Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, pages 3 & 8)

31. The cost of such decommissioning, including repairing any damage that might be caused to Flagg Hill Road during the decommissioning process, should be borne by BNE and not by the Town of Colebrook. (Transcript April 26, 2011, pages 136 & 137)

## Public Health and Safety

### Setbacks

### Operational Safety

### Noise

32. BNE agrees to perform post construction sound monitoring studies at the site at BNE's expense with such frequency and at such locations as the Siting Council might require, and to file such studies with the Siting Council, the CT DEP and the Town. (Transcript April 26, 2011, pages 142, 143 & 144)

### Noise Mitigations

### Ice Throw/Drop

Ice Throw and Ice Drop Mitigations

Shadow Flicker

Fire Protection

33. In selecting wind turbines for the project, BNE expects to choose options incorporating fire protection measures such as automatic fire extinguishers, fire alarms and hand held fire extinguishers. (Transcript April 14, 2011, page 54)

Financial Protection for the Town of Colebrook

34. BNE stated on the Record that it was committed to negotiating a Host Community Agreement with the Town of Colebrook which would address the following issues:

(a) the adequacy of Flagg Hill Road to accommodate the delivery of wind turbine equipment, site materials and erection cranes; the modification and alteration of Flagg Hill Road which would need to occur in order to accommodate such delivery; the restoration and repair of Flagg Hill Road occasioned by such delivery; the confirmation that BNE would reimburse the Town for all costs and expenses, including engineering consultants associated with any of the foregoing;

(b) the decommissioning specifications for dismantling the wind turbines and related site improvements, including site restoration; confirmation that BNE would be responsible for the cost of all of the foregoing, including road modifications and repairs, if any, and would protect the Town, the State of Connecticut and the Federal Government from incurring any such cost;

(c) the responsibility of the Town to review all applications for building permits and to provide oversight once the building permit or permits have been issued; the Town's need to retain engineers or other experienced professionals in order to review such applications and provide such oversight; confirmation that BNE would reimburse the Town for all such costs and expenses associated with any of the foregoing, including overtime or

extra time expenses for Town officials providing such oversight; and

(d) the extent to which BNE and the Town should request that the Council include any of the foregoing provisions as conditions to the approval of Petition 983. (Transcript April 14, 2011, pages 29, 30 & 31; Petition of BNE Energy, Inc. Interrogatory Responses to Town of Colebrook's Second Set of Interrogatories dated April 13, 2011, Q. 4 A 4)

35. No Host Community Agreement was introduced into evidence during the course of these proceedings (Record).

36. BNE should be required as a condition of any approval of this Petition to reimburse the Town fully for any expense the Town may incur for the modification, repair and/or re-construction of Flagg Hill Road on account of BNE's construction activities. (Supplemental Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 3)

37. BNE has no objection to the inclusion of a preconstruction evaluation of Flagg Hill Road as a condition of any approval of this Petition. (Transcript April 26, 2011, pages 124 & 125)

38. BNE agrees that the cost of any preconstruction evaluation of Flagg Hill Road pertaining to the project should be an expense of BNE and has no objection to such a requirement being made a condition of any approval of this Petition. (Transcript April 26, 2011, pages 125 & 126)

39. BNE is willing to pay for any road modifications or modifications of drainage facilities to Flagg Hill Road and does not object to the inclusion of such a requirement as a condition of any approval of this Petition. (Transcript April 26, 2011, page 126)

40. BNE is willing to pay for the cost of any repairs or reconstruction to Flagg Hill Road arising out of its construction activities, and agrees that its paying for any such repairs and reconstruction should be made a condition of any approval of this Petition. (Transcript April 26, 2011, pages 127 & 128)



41. If the Town of Colebrook needs to retain an engineer or other outside consultant in connection with the evaluation of Flagg Hill Road prior, during or after construction activities, BNE agrees that it should reimburse the Town for the reasonable cost of any engineer or other outside consultant. (Transcript April 26, 2011, page 129)

42. Recent building development in the Town of Colebrook is largely residential and low rise commercial, so that its building inspectors are not experienced or skilled in wind turbine engineering, construction and inspection. (Supplemental Pre-filed Testimony of John B. Stamberg, P.E. dated March 15, 2011, page 1)

43. If BNE submits an application to the Town of Colebrook for a building permit relating to the project, BNE would be willing to pay the reasonable cost incurred by the Town associated with the permit application and review process, including the reasonable cost of the Town's retaining engineers or other outside consultants to assist the Town in reviewing construction plans prior to issuing building permits. (Transcript April 26, 2011, pages 132 & 133)

44. If the Town has oversight responsibility after a building permit is issued, BNE agrees that it should be responsible for the cost of the Town's oversight responsibility including the reasonable cost of engineers and other outside consultants, if the Town needs to retain them for oversight during the construction process. (Transcript April 26, 2011, page 123)

45. If it is the Town's responsibility to provide oversight during the installation, monitoring and any repairs or replacement which need to be made to erosion and sedimentation controls during construction, BNE agrees to reimburse the Town for its reasonable costs. (Transcript April 26, 2011, page 135)

46. BNE agrees that it should be responsible for any reasonable cost within the Town's jurisdiction and authority associated with the Town's involvement with the project. (Transcript April 26, 2011, pages 133 & 134)

47. BNE indicated that the Town of Colebrook would receive significant tax revenue if the project were built,

in an amount estimated at \$213,525.00 per year (Petitioner BNE Energy, Inc.'s Interrogatory Responses to the Town of Colebrook's First Set of Interrogatories dated March 15, 2011, G 14, A 14; (Pre-filed testimony of Joel Rinebold dated March 15, 2011. Q. 8 A. 8)

48. If the project is constructed, BNE agrees to pay tax revenue to the Town regardless of whether wind turbines projects become exempt from municipal assessment and taxation in the future. (Transcript April 26, 2011, pages 145 & 146)

## Environmental Impacts

### Air and Water Quality Standards

#### Wildlife

#### Amphibians and Reptiles

#### Mammals

#### Birds

#### Visibility

### Site Disturbance/Restoration

#### Wetlands

Respectfully Submitted  
TOWN OF COLEBROOK

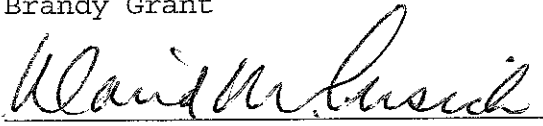
By: 

David M. Cusick  
Howd, Lavieri & Finch, LLP  
682 Main Street  
Winsted, CT 06098  
Tel: (860) 379-2761 x 22  
Fax: (860) 783-3493

CERTIFICATION

I hereby certify that a copy of the foregoing document was sent by U.S. mail to the following service list on the 20th day of May, 2011.

Lee D. Hoffman  
Bonnie L. Heiple  
Paul Corey  
Jeffrey and Mary Stauffer  
John R. Morissette  
Christopher R. Bernard  
Joaquina Borges King  
Richard T. Roznoy  
Nicholas J. Harding  
Emily A. Gianquinto  
Kristin M. and Benjamin C. Mow  
David R. Lawrence and Jeannie Lemelin  
Walter Zima  
Eva Villanova  
Brandy Grant

  
David M. Cusick

STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

Petition of BNE Energy, Inc. for a  
Declaratory Ruling for the Location,  
Construction and Operation of a 4.8 MW  
Wind Renewable Generating Project on  
Flagg Hill Road in Colebrook,  
Connecticut ("Wind Colebrook South")

Petition No.983

MAY 20, 2011

POST HEARING BRIEF OF THE TOWN OF COLEBROOK

Pursuant to the Council's invitation to the parties and intervenors to submit briefs and proposed findings of facts by May 20, 2011, the Town of Colebrook (the "Town") hereby submits this Post-Hearing Brief regarding the Petition for a Declaration Ruling filed by BNE Energy, Inc. ("BNE") on December 6, 2010.

Even though this docket is a Petition for a Declaratory Ruling, the Town believes that the Council must nonetheless consider the criteria set forth in Section 16-50p of the Connecticut General Statutes which includes the consideration of "[t]he nature of the probably environmental impact of the facility . . . including a specification of every significant adverse effect. . . whether alone or cumulatively with other effects, on, and conflicts with the policies of the state concerning the natural environment, ecological balance, public health and safety, scenic and recreational values, forest and parks, air and water purity and fish aqua culture and wildlife."

The Town takes no position concerning whether BNE has satisfied its burden of proof and is entitled to the approval of its Petition. However, it is the Town's belief that, in order to protect the Town of Colebrook and its citizens (as well as the

State of Connecticut), certain conditions must be attached to any Petition approval, are as follows:

1. If BNE elects to construct Wind Colebrook South, BNE shall retain an engineer or other competent authority to conduct a preconstruction survey of those portions of Flagg Hill Road which shall be utilized during the construction of Wind Colebrook South, which survey shall consist of video and narrative describing the then existing conditions of such highway, including all related drainage facilities. BNE and the Town shall agree upon what improvements to Flagg Hill Road including drainage facilities (the "Road Modifications"), must be completed prior to the commencement of construction of Wind Colebrook South in order to accommodate all motor vehicles and equipment which may need to use Flagg Hill Road in order to access the Site. Prior to the issuance of any building permit, BNE shall either make the Road Modifications to the satisfaction of the Town or shall reimburse the Town for making such Road Modifications, as the Town shall determine.

2. During BNE's construction activities concerning Wind Colebrook South, BNE shall continuously monitor the condition of that portion of Flagg Hill Road used during

such construction activities to confirm that the same may be safely used by the public, and shall immediately report to the Town any road repairs/reconstructions which are then required to keep Flagg Hill Road in a safe and sound condition and open to the public. BNE shall either complete those repairs/reconstructions determined by the Town to be necessary to the satisfaction of the Town or shall reimburse the Town for making such repairs/reconstructions, as the Town shall determine.

3. Engineers for BNE and the Town shall perform a post construction survey and identify any damage that has been caused to Flagg Hill Road by BNE's construction activity. BNE shall either complete those repairs/reconstructions determined by the Town to be necessary to restore it to its condition existing immediately prior to BNE's commencement of construction activities to the satisfaction of the Town or shall reimburse the Town for such repairs/reconstructions, as the Town shall determine.

4. BNE shall reimburse the Town for the Town's reasonable costs and expenses in retaining engineers and/or other consultants to provide technical and professional services associated with any studies, evaluations,

negotiations and all oversight in connection with conditions 1, 2 and 3 above.

5. The same procedures and requirements set forth in condition 1 through 4 above, shall apply if and when Wind Colebrook South is decommissioned as hereinafter provided.

6. BNE shall follow all State of Connecticut laws, regulations and guidelines, as the same shall be amended from time-to-time, for the control of erosion and sedimentation at all times during the construction or the decommissioning of Wind Colebrook South. BNE shall notify the Town prior to the installation of erosion and sedimentation controls and shall proceed with such installation when authorized by the Town. Once such installation is completed, BNE shall notify the Town, so that the Town can inspect the Site to insure that all required erosion and sedimentation controls are in place. BNE shall perform periodic inspections and shall maintain any controls required by the erosion and sedimentation plan. At any time during construction and until the Site is stabilized, the Town shall have the right to require any controls reasonably necessary, in addition to those set forth in the erosion and sedimentation plan, if in the

Town's opinion, field conditions warrant such additional controls.

7. During construction of Wind Colebrook South, BNE shall reimburse the Town for any reasonable payment due the Town's building official for overtime/extra time incurred on account of his/her oversight responsibilities. In addition, BNE shall reimburse the Town for the fees and expenses of all engineers and/ or other consultants retained by the Town to provide technical and professional services in order to assist the building inspector in fulfilling his/her oversight responsibilities during construction of Wind Colebrook South, including without limitation to make certain that Wind Colebrook South complies with the State of Connecticut Building Code and all applicable Federal, State and Town statutes, regulations, ordinances, rules, permits, approvals and requirements.

8. Any wind turbine selected by BNE for Wind Colebrook South shall include fire protection measures, such as automatic fire extinguishers, fire alarms and hand held fire extinguishers.

9. After Wind Colebrook South becomes operational, BNE shall conduct annual noise studies conducted in accordance with



the requirements of Section 22a-69 of the Connecticut General Statutes and all regulations adopted thereunder, as the same may be amended from time-to-time. BNE shall furnish the Council and the Town with the results of such studies by December 31<sup>st</sup> in each year, the results of which shall be public.

10. BNE will establish, advertise and maintain a toll free telephone number where residents can make complaints regarding Wind Colebrook South on a twenty-four (24) hour a day, seven (7) day a week basis.

11. BNE shall decommission Wind Colebrook South or any individual wind turbine which is part of Wind Colebrook South as applicable if Wind Colebrook South or such individual wind turbine has failed to generate electricity in a significant economic amount in any calendar year. BNE shall also decommission Wind Colebrook South or any individual wind turbine which is part of Wind Colebrook South upon the order of this Council.

12. BNE shall be responsible for the decommissioning of Wind Colebrook South and for all costs associated therewith, including all costs and expenses incurred by the Town described in condition 5 above.

13. BNE shall decommission Wind Colebrook South in accordance with those specifications for decommissioning entitled "Proposed Decommissioning Specifications for Wind

Colebrook South and Wind Colebrook North", appended hereto as Exhibit 1.

14. Prior to the commencement of construction of Wind Colebrook South, BNE shall provide a decommissioning performance bond in favor of the State and Town guaranteeing against the failure of BNE to perform its decommissioning obligations in accordance with the conditions set forth herein. Such performance bond shall be without a monetary cap, shall be underwritten by a bonding company approved by the Council and shall be in form and substance in all respects satisfactory to the Council. BNE shall furnish the Council annually with a certificate issued by the bonding company or with such other written assurance satisfactory to the Council that the bond remains in full force and effect.

In lieu of such a performance bond, the Council may approve an unconditional, irrevocable written guarantee from a credit worthy Public Utility Company guaranteeing that BNE's performance of such decommissioning shall be in accordance with the provisions hereof. If such Public Utility Company shall cease to be credit worthy, the Council may notify BNE that the performance bond is then required.

15. BNE shall indemnify and hold harmless the Town, its officials and employees from and against liability, actions, damages, claims, demands, judgments, losses, costs, expenses and fees, including reasonable and documented attorney's fees (collectively, "Losses"), including Losses for injury or death to persons or for loss or damage to property, including all claims etc. for environmental violations, and shall defend the Town, its officials and employees in court actions in connection with such Losses, whether or not finally adjudicated and including any settlement thereof, provided such Losses result from or arise out of acts of BNE or BNE's contractors, subcontractors or agents; and further provided that such Losses arise out of the construction and/or the operation of Wind Colebrook South or are the result of the failure of BNE or BNE's contractors, subcontractors or agents to comply with the provisions of this Approval.

16. At or prior to the commencement of construction of Wind Colebrook South and at all times thereafter, BNE shall, at its expense, maintain a general commercial liability and excess umbrella insurance policy with a combined total coverage limit of at least Five Million Dollars (\$5,000,000.00) or such higher coverage as the Council may from time-to-time require, with a deductible of

not more than Ten Thousand Dollars (\$10,000.00), which policy shall cover personal injuries, accidents or judgments related to Wind Colebrook South. BNE will provide proof to the Council of such insurance annually.

Respectfully submitted:

TOWN OF COLEBROOK


By: 

David M. Cusick  
Howd, Lavieri & Finch, LLP  
682 Main Street  
Winsted, CT 06098  
Tel: (860) 379-2761 x 22  
Fax: (860) 783-3493

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Walter Zima  
Eva Villanova  
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David M. Cusick

## Proposed Decommissioning Specifications For Wind Colebrook South And Wind Colebrook North

### Section 1

Location: Wind Colebrook South  
17329 Flagg Hill Road  
Colebrook, CT -  
79.44 acres  
3-1.6 MW wind turbine for 4.8 MW rated capacity

Wind Colebrook North  
Winsted-Norfolk Road and Rock Hall Road  
Colebrook, CT  
124.9 aacres  
3-1.6 MW wind turbines for 4.8 MW total rated capacity

### Section 2

#### ELECTRICAL TRANSMISSION LINES AND CONNECTION

- All electrical connections, underground and above ground transmission lines, electrical controls and electrical equipment shall be deactivated prior to any decommissioning occurs.
- Electrical wiring in the wind turbine tower shall be removed prior to blade, nacelle and tower de-erection.

### Section 3

#### FLUID REMOVAL

- All fluids, except the transformer, shall be completely drained prior to de-erection.
- Drained fluids shall be legally disposed.
- Any hazardous or toxic fluids shall be identified and double barreled for removal and disposal.
- Spill prevention and clean up materials and equipment shall be available.

#### Section 4

##### BUILDING STRUCTURE ON WIND COLEBROOK SOUTH

- Building structure on Colebrook South Site to remain if maintained in occupiable condition.
- If the structure is not in occupiable condition, the building will be demolished.
  - Asbestos inspection and abatement to be conducted.
  - Well closure required.
  - Electrical service lines and electrical post to be removed.
  - Septic tank to be removed.
  - Drainage field to remain.

#### Section 5

##### BLADE, NACELLE, AND TOWER REMOVAL

- The blades are to be disconnected and removed without torching or welding or any method that may result in fires.
- The blades may be reduced on site by sawing or breaking or by hauling off site to be reduced to size and sent to a suitable disposal site or sold as a whole unit.
- The nacelle, less the blades, are to be disconnected without torching or welding or any method that may result in fires.
- Tower components shall be unbolted and lowered to the ground and removed from the site without torching or welding or any method that may result in fires.

Section 6

BLADE LAYDOWN AND ASSEMBLY AREAS, TOWER SECTION LAYDOWN AREA,  
CRANE PADS AND CRANE ASSEMBLY AREA

- These areas shall be removed entirely and restored to the original grade with at least 9 inches of top soil.

Section 7

ELECTRICAL COLLECTOR YARD

- The electrical collector yard shall be tested for spilled fluids and removed entirely and restored to the original grade with at least 9 inches of top soil.

Section 8

FACILITY SUPPORT BUILDING, MAINTENANCE OFFICE AND EDUCATIONAL  
SPACE

- This building may remain if the current property owner request in writing that the building remain.
- If not so requested, the entire building, foundation, electrical connection, water supply, septic tank shall be removed and restored to the original grade with at least 9 inches of top soil.

Section 9

TOWER FOUNDATION

- The tower foundation shall be removed to a depth of 10 feet below the original or the existing contour, whichever is lower.



### Section 10

#### ROADS

- Roads may remain if the current owners request in writing that the main roads remain (less areas identified in Section 4, 6, 7 and 8 which must be removed).
- If not so requested, the roads not requested to remain shall be removed and restored to original grade with at least 9 inches of top soil.

### Section 11

#### DEBRIS REMOVAL

- All materials, equipment will be removed from the site and none of these materials will be disposed of on site.

### Section 12

- Temporary erosion and sediment control per the 2002 Connecticut Guidelines for Soil and Erosion Sediment Control.
- The required top soil will be imported to the site as no top soil storage area was identified on site. The top soil will be placed during the growing season of April to May.
- Once the top soil is placed on the exposed disturbed areas, rye grass will be planted within a week by hydroseeding techniques.
- Finally, birch trees of 4 to 5 feet height will be planted, fertilized and watered at approximately 12 foot spacing and maintained for 3 years.

### Section 13

- The transformer is to be removed as a whole unit for resale or disposal.