

**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

CANDLEWOOD SOLAR, LLC PETITION	:	PETITION NO. 1312
FOR DECLARATORY RULING THAT NO	:	
CERTIFICATE OF ENVIRONMENTAL	:	
COMPATIBILITY AND PUBLIC NEED	:	
IS REQUIRED FOR A 20 MEGAWATT	:	
AC SOLAR PHOTOVOLTAIC ELECTRIC	:	
GENERATING FACILITY IN NEW MILFORD	:	
CONNECTICUT	:	September 19, 2017

**Responses to Town Interrogatories directed to  
Candlewood Solar, LLC September 12, 2017**

1. If the Siting Council were to approve the above-referenced Project ("Project") and Candlewood Solar, LLC ("Candlewood Solar" or "Developer") were to later dissolve, cease operating, or become financially insolvent either during or after Project construction, would Ameresco be responsible for or willing to take over, operate, and/or decommission the Project?

**Candlewood Solar is a wholly-owned subsidiary of Ameresco, Inc. and Ameresco, Inc. has invested significant equity into Candlewood Solar with respect to the development of the Project; however, Candlewood Solar is solely responsible for the construction, operation and decommissioning of the Project. To support its obligations Candlewood Solar has agreed, pursuant to the PILOT Agreement with the Town, to establish a decommissioning surety performance bond in an amount equal to the estimated cost of removing the Project from the property and restoring the property, as estimated by an independent and qualified contractor with experience in such work, naming the Town as obligee. This surety performance bond is intended to secure the performance and costs of any decommissioning of the Facility and restoration of the Property in a manner consistent with the Developer's Decommissioning Plan. In the event the Developer were to cease operating and fail to decommission in accordance with the Decommissioning Plan, the performance bond could be used to cover the removal. Candlewood Solar would, however, state for the record that it has every intention of following its legal obligation under any Solar Decommissioning Plan.**

2. Is Candlewood Solar LLC willing to provide the Town with a decommissioning performance bond prior to the start of Project construction?

**Candlewood Solar has agreed to provide a surety performance bond to the Town 180 days prior to the anticipated decommissioning date and intends to comply with this requirement.**

3. What is the Town's recourse if the Candlewood Solar's Decommissioning Plan is not followed?

**Candlewood Solar cannot speak to the Town's recourse if the Project were to not follow its Decommissioning Plan. This question is better directed to the Town. Candlewood Solar would, however, state for the record that it has every intention of following its legal obligation under any Solar Decommissioning Plan.**

4. What is the Town's recourse if the Candlewood Solar's Development and Management Plan is not followed during construction and operation of the Project?

**Candlewood Solar cannot speak to the Town's recourse if the Project were to not follow its Development and Management Plan. This question is better directed to the Town. Candlewood Solar would, however, state for the record that it has every intention of following its legal obligation under any approved Development and Management Plan.**

5. If Candlewood Solar fails to comply with, fails to follow, or defaults on its Development and Management Plan and/or Decommissioning Plan, what public or private entity or agency would have primary responsibility to ensure and enforce compliance with said Plans, complete decommissioning, and/or ensure site restoration?

**As a likely condition of any Connecticut Siting Council decision, enforcement of compliance with such Plans would fall under the jurisdiction of the Connecticut Siting Council.**

6. To Candlewood Solar's knowledge, are there any insurance products and/or performance bonds available to Candlewood Solar, the Siting Council, the State of Connecticut, the Town, or any other entity or agency to ensure Candlewood Solar complies with its Development and Management Plan and/or Decommissioning Plan in the future? If so, please describe these products or bonds and how they may be obtained.

**We have agreed to provide a Decommissioning Performance Bond that could be used to remove the system in accordance with the Decommissioning Plan in the future. We are not aware of any insurance products or performance bonds with respect to compliance with an operating plan.**

7. What will be the response of Candlewood Solar to an emergency erosion control and/or stormwater management failure at the Project during or after construction if sediment or muddy water is flowing into a wetland or watercourse or Candlewood Lake or its watershed, or sediment is accumulating on Town roads or into the Town's MS4 (Municipal Separate Storm Sewer System)? How quickly will Candlewood Solar respond?

**Construction is not proposed within Town roads or to the Town's MS4. The sole use of the Town's roads will be for travel to and from the site. Construction phase erosion and sediment controls were designed in accordance with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control. During construction, the contractor will be responsible for maintaining all erosion and sediment controls and complying with the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction**

**Activities to prevent inadvertent releases to nearby waters. Following construction, inspection and maintenance of the stormwater Best Management Practices (BMPs) will be conducted in accordance with the 2004 Connecticut Stormwater Quality Manual. During operation of the project, Candlewood Solar will maintain communications protocol with the Town to allow for rapid communication and response to any erosion issues stemming from the project area.**

8. To Candlewood Solar's knowledge, would DEEP and/or the Siting Council respond under the scenario described in the preceding interrogatory? If so, how quickly would DEEP and/or the Siting Council respond to such a scenario?

**Candlewood Solar cannot speak on behalf of DEEP and/or the Connecticut Siting Council. This question is better directed to them.**

9. Is Candlewood Solar willing to extend the term of the sedimentation and erosion control surety bond called for in paragraph 2 of Schedule B of the PILOT Agreement, dated February 17, 2017 (the "PILOT") on a pre-paid basis so that it remains in effect a minimum of four (4) years after the Facility's Commercial Operation Date?

**Candlewood Solar does not believe that four (4) years is an appropriate time to maintain such bond. Candlewood Solar previously negotiated with the Town a requirement with the Town for such bond to remain in effect for a period of one (1) year following commercial operation of the Facility which is the time frame that Candlewood Solar deems adequate to ensure compliance with the sedimentation and erosion control requirements during construction. Candlewood Solar intends to comply with the requirements set forth in the PILOT as previously negotiated with the Town.**

10. After construction of the Facility, how will Candlewood Solar respond to stormwater impacts on adjoining properties including the Town roads, rights of way, the Town's MS4, any nearby wetland or watercourse or Candlewood Lake or its watershed?

**To the extent that there are observed storm water impacts on adjacent properties that are directly related to the implementation of the project, Candlewood Solar will take measures to mitigate those impacts and to ensure that the storm water control measures are functioning in accordance with the design.**

11. Does Candlewood Solar have any written plans or contingency plans to address the scenario described in the preceding interrogatory? If so, identify any such plan and attach a copy to Candlewood Solar's response.

**Written plans will be prepared as required under State of Connecticut requirements or if they are made a condition by the Siting Council.**

12. After the Facility is complete, specifically how will Candlewood Solar address the Town's or neighbors' concerns about the Facility's visual impacts? Will Candlewood Solar be willing to

install additional landscaping to address or mitigate such concerns?

**Candlewood Solar intends to construct the Facility in accordance with the permit requirements set for by the Connecticut Siting Council. As set forth in the PILOT Agreement, Candlewood Solar will provide the Town a surety bond in the amount of \$100,000 to secure compliance with any landscaping requirements imposed by the Council and to address any visual impacts attributable to the construction, installation and operation of the Facility that are beyond those presented to the Siting Council.**

13. How many trees does Candlewood Solar anticipate will need to be removed in connection with construction and completion of the Facility?

**As stated in the Environmental Assessment (EA), Section 2.4, an average tree density of 209 trees per acre, for trees six inches in diameter at breast height (DBH) or larger, was determined based on an assessment of several 2,500 square foot sample plots recorded at various representative locations throughout the Project Site. As further stated in the EA, Section 3.6, “approximately 72.8 acres of forest would be cleared, of which 57.1 acres would be for the array itself, 11.4 acres would be cleared to eliminate shading around the array, and 4.3 acres would be cleared for the interconnection. At an average of 209 trees per acre, it is estimated that approximately 15,215 trees six (6) inches DBH will be removed as part of the Project.”**

14. How many acres of trees does Candlewood Solar anticipate will need to be cleared and/or removed in connection with construction and completion of the Facility?

**See above answer to interrogatory 13.**

15. With regard to the road and infrastructure surety performance bond called for in paragraph 1 of Schedule B of the PILOT, how does Candlewood Solar plan to ensure Town roads, roadbeds, curbs, bridges, culvers, guardrails, signs, trees, plantings, and/or drainage infrastructure are adequately protected from damage during the course of Facility construction?

**Erosion and sediment controls will be implemented to prevent sediment from tracking onto Town roads. There are no construction or improvements proposed on Town property, including Town roads. Standard construction equipment is expected to be used for construction.**

16. How will Candlewood Solar respond to and resolve the Town's concerns about impacts to the Town's infrastructure, including but not limited to impacts to Candlewood Mountain Road's surface, subbase, curbs and drainage? Will Candlewood Solar reimburse the Town for fixing any damage caused by construction vehicles or stormwater runoff or sedimentation, or will it work with the Town and hire a subcontractor to fix the damage?

**Candlewood Solar has agreed pursuant to the PILOT Agreement to repair any damage to roads, roadbeds, curbs, bridges, culverts, guardrails, signs, trees, planting or drainage infrastructure that are directly attributable to construction, installation or operation of the**

**Facility and has agreed to post a bond in an amount of \$125,000 to secure performance of this work. Candlewood Solar intends to comply with its obligations under the PILOT Agreement.**

17. With regard to the landscaping surety construction bond called for in paragraph 3 of Schedule B of the PILOT, how will said landscaping bond be structured?

**In order to provide a performance bond there has to be a compliance requirement set forth in the permit. We will agree to comply with landscaping requirements set forth in the permit or as ordered by the Siting Council and will support this compliance with a performance bond.**

18. With regard to the landscaping bond, what standards would Candlewood Solar propose to utilize in (a) addressing the Facility's adverse visual impacts and (b) triggering the applicability of the bond's provisions.

**The bond will secure any landscaping required under the permit or pursuant to a Siting Council order required to mitigate any visual impacts that are outside the anticipated visual impacts that were presented to the Siting Council.**

19. How will Candlewood Solar manage workers and their vehicles at the site? Where will vehicles for workers, inspectors, etc. be parked during Facility construction?

**During construction, temporary parking areas for personnel vehicles will be establish up in the area around the solar array. Once the solar array is mostly built out, remaining personnel will be instructed to park in a temporary parking area in the portion of the property that borders Candlewood Mountain Road. In this manner, the duration and extent of having parked vehicles in view of Candlewood Mountain Road can be limited.**

20. The Facility's plans state the access road to the Facility will be via a 12-foot wide access road. Is a 12-foot wide access road of sufficient width to accommodate two-way traffic during construction? Can Candlewood Solar specify the size, type and numbers of construction vehicles that will be accessing the site, including vehicles associated with the land clearing phase, and demonstrate how this access road will be adequate to handle the traffic during construction? Should there be a paved apron during construction to protect the road edge?

**Traffic management will be coordinated by the Contractor to ensure proper traffic flow on site and that there is no backup of traffic onto Candlewood Road. Deliveries will be coordinated so that one-way traffic on the proposed access road, when necessary, is sufficient for deliveries and construction vehicles. Standard construction vehicles are expected to be used, however, the exact number, size, and type will be determined with the selected contractor. A construction entrance is proposed at the end of the gravel road before it intersects with Candlewood Mountain Road to prevent tracking of sediment onto town roads**

21. Candlewood Solar's Petition on page 23 states the "construction will generate local jobs." A condition of the PILOT agreement requires the developer to give preference to local contractors,

subcontractors and workers to install, construct and maintain the Facility and Property. Has anything been done to date, specifically, to ensure this condition of the PILOT agreement will be met, and what specific actions will the developer take to comply with this condition? Also, what is considered "local"?

**To date, Candlewood Solar has had contact with several local contractors that provide construction services. No formal solicitations for any aspect of the work have been made yet, as this will not occur until the project is fully permitted. We generally consider a local contractor to be one who regularly does work in New Milford and surrounding towns, and has a presence in Connecticut.**

22. During construction, who specifically can the Town contact with concerns regarding neighborhood impacts such as vehicles parking in the Town right of way, impacts to the road, erosion concerns, runoff concerns, noise concerns, traffic/speeding concerns? Who can residents contact? It would be very helpful to have names and phone numbers. It would be very helpful if there was a direct line for residents to call with concerns about the project construction, other than the Town offices.

**As part of the D&M plan, Candlewood Solar will provide project points of contact for the construction and operation of the system.**

23. Who will ensure the Facility's erosion control plan is properly implemented?

**Candlewood Solar will be required to fully comply with State of Connecticut regulations and the requirements of the Siting Council, including any required oversight of the implementation of the erosion controls. The Professional Engineer who is responsible for the erosion control design and stamps the drawings will also be responsible for the implementation of the design.**

24. Who will ensure the Facility's stormwater management system has been properly constructed?

**Same answer as above for #23.**

25. During and after construction of the Facility, will Town staff and Town land use agency personnel have any authority over this Project under local regulations and ordinances?

**The Town's authority extends to Candlewood Solar's contract obligations under the PILOT Agreement.**

26. With regard to the Development and Management Plan, will the Town be offered the opportunity to comment on the D&M Plan and request/suggest modifications? The PILOT agreement states the Town will be given the opportunity to review the plan, but it does not specifically mention that the Town will be given the opportunity to "comment" on the D&M Plan.

**This is a procedural question that should be directed to the Siting Council.**

27. With regard to the Development and Management Plan for the Project, will the Town be offered



the opportunity to comment on said Plan and request or suggest modifications? When will that opportunity be offered?

**See #26 above.**

28. It has been publicly reported that New Milford Clean Power, LLC has plans to donate 100 acres on the mountain to a land trust for preservation purposes in order to offset the removal of about 70 acres of trees for the Facility. Can Candlewood Solar confirm this statement? Can the area of the proposed land donation be depicted on a map? What land trust has agreed to this donation?

**This questions is better directed to New Milford Clean Power, LLC.**

29. Can Candlewood Solar provide an update regarding the requested mitigation measures as outlined in the memorandum of the New Milford Farmland and Forest Preservation Committee?

**Candlewood Solar will implement the mitigation measures outlined in the subject memo, with caveats as follows:**

- **Use of sheep or other grazing animals for vegetation control is not currently acceptable to our financing partners due to liability concerns**
- **As an alternative to providing farmland compensation, Candlewood Solar has worked with the Town on a conceptual plan to build a ground mount solar power system as Sullivan Farm. The conceptual solar array would be located immediately behind the farm buildings, does not impair the visual character of the farm and can likely offset a significant percentage of the farm's power usage.**
- **Donation of a portion of the solar array parcel and part of an adjacent parcel by New Milford Clean Power LLC to a local conservation organization has been discussed (see answer above to interrogatory #28), and is subject to further negotiations.**

30. Does Candlewood Solar have any plans to decommission the Facility at the end of the anticipated lifespan of its installed solar panels (i.e. 20 to 25 years from installation)?

**Yes, the Facility will be decommissioned. The PILOT requires that the Facility be decommissioned within 180 days of the completion of its service life.**

31. Does Candlewood Solar have any plans to sell, transfer, or assign the Facility or to assign the PILOT Agreement? If so, what are those plans specifically?

**Candlewood Solar does not currently have any plans to sell, transfer or assign the Facility other than as will be required in connection with financing the Facility.**

32. Will the interconnection lines for the Facility cross the natural gas transmission line owned and operated by Iroquois Gas Transmission System, LP ("Iroquois") located between the Facility and Route 7? If so, does DEEP, Iroquois, and/or Candlewood Solar have any concerns about such a

crossing and what are their respective concerns?

**The lines as currently routed will cross the Iriquois gas line. Candlewood Solar will take all appropriate and required measures to ensure the safe installation of the lines across the gas line.**

33. Does Candlewood Solar presently have permission, license, easement, option, or other legal right to install interconnection lines for the Project on and across lands owned by FirstLight Hydro Generating Company? If so, what is the nature of any such legal right?

**Candlewood Solar is in the process of finalizing a lease for the installation and maintenance of the interconnection lines across FirstLight property.**

34. Has Candlewood Solar studied options and alternatives with regard to how the Facility's interconnection transmission lines going down Candlewood Mountain as they approach FirstLight's dam might be installed so as to make them not visible from Candlewood Lake and/or the Town's Lynn Deming Park? If so, are there any means of installing said lines in a manner that is not visible from nearby recreational use areas?

**Based on our visual simulation analysis, the interconnection lines will not be visible from Candlewood Lake.**

35. Has Candlewood Solar approached FirstLight to seek permission to place a sign for the planned Facility and associated public hearing on FirstLight property along Route 7 as discussed at the Siting Council's Pre-Hearing conference on August 30, 2017? If so, what is that status of said request?

**Based on instructions from the Siting Council provided during the Pre-Hearing conference on August 30, 2017, Candlewood Solar has installed a sign at the access road to the site on Candlewood Mountain road. This sign was installed on 9/13/17.**



## CERTIFICATION

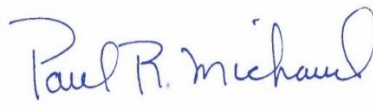
I hereby certify that on September 19, 2017, the foregoing was delivered by electronic mail and regular mail, postage prepaid, in accordance with § 16-50j-12 of the Regulations of Connecticut State Agencies, to all parties and intervenors of record, as follows:

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