



TOWN OF NEW MILFORD

Planning Department
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September 12, 2017

BY EMAIL ONLY

Paul R. Michaud, Esq.
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RE: Petition No. 1312 – Candlewood Solar, LLC petition for a declaratory ruling that no Certificate of Environmental Compatibility and Public Need is required for the proposed construction, maintenance and operation of a 20 megawatt AC (26.5 megawatt DC) solar photovoltaic electric generating facility located on a 163 acre parcel at 197 Candlewood Mountain Road and associated electrical interconnection to Eversource Energy’s Rocky River Substation on Kent Road in New Milford, Connecticut.

Dear Attorney Michaud:

The Town of New Milford (“Town”) hereby requests Candlewood Solar, LLC’s responses to the attached interrogatories. A certification of service is attached to these interrogatories.

Very truly yours,

Kathy Castagnetta, Town Planner
On Behalf of the Town of New Milford

Petition No. 1312
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?
2. Is Candlewood Solar LLC willing to provide the Town with a decommissioning performance bond prior to the start of Project construction?
3. What is the Town’s recourse if the Candlewood Solar’s Decommissioning Plan is not followed?
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?
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?
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.
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?
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?
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?

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

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"?
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.
23. Who will ensure the Facility's erosion control plan is properly implemented?
24. Who will ensure the Facility's stormwater management system has been properly constructed?
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?
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.
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?
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?
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?
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)?
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?

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?
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?
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?
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?

CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing was electronically mailed to the following service list on September 12, 2017:

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Dated: September 12, 2017
New Milford, CT



John D. Tower