



TOWN OF NEW MILFORD

Planning Department
10 Main Street
New Milford, Connecticut 06776
Telephone 860-355-6080
planning@newmilford.org

September 12, 2017

BY EMAIL ONLY

Kirsten S. P. Rigney
Bureau of Energy Technology Policy
Department of Energy and Environmental Protection
10 Franklin Square
New Britain, CT 06051
Kirsten.Rigney@ct.gov

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 Rigney:

Assuming CT DEEP and/or the Commissioner of DEEP (collectively “DEEP”) has or will be made a party to this proceeding, the Town of New Milford (“Town”) hereby requests DEEP’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 DEEP
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, DEEP, the Siting Council, or any other public or private entity or agency be responsible for taking over, operating, and/or decommissioning the Project? If so, please state the name of such entity or agency and describe its responsibilities under these circumstances.
2. 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? Will DEEP assist with these activities, if necessary?
3. To DEEP'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.
4. What will be the response of Candlewood Solar, DEEP, and the Siting Council, respectively, to an emergency erosion control and/or stormwater management failure at the Project during 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? How quickly will Candlewood Solar be required to respond? How quickly will DEEP and/or the Siting Council respond?
5. What will be the response of Candlewood Solar, DEEP, and the Siting Council, respectively, to a failure of the stormwater management system once the Project is constructed? After construction, will DEEP or the Siting Council 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?
6. Specifically, how will Candlewood Solar, DEEP, and the Siting Council, respectively, address the Town's or neighbors' concerns for visual impacts after the Project is complete? To DEEP's knowledge, will Candlewood Solar be required or willing to install additional landscaping?

Does the Siting Council or DEEP have any legal authority to review or ameliorate the Project's visual impacts after Project construction?

7. Specifically, how will DEEP or the Siting Council 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? To DEEP's knowledge, will Candlewood Solar LLC be required or willing to reimburse the Town for fixing any damage caused by construction vehicles or stormwater runoff or sedimentation, or will they work with the Town and hire a subcontractor to fix the damage?
8. 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, and/or traffic/speeding concerns? Who can Town 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.
9. In DEEP's view, what erosion and sedimentation control and stormwater quality standards should apply to the Project and/or its stormwater management plan during its construction and operation?
10. How often will staff from the Siting Council and/or DEEP be inspecting the site during construction? Who will ensure the erosion control plan is properly implemented? Who will ensure the stormwater management system has been properly constructed?
11. After construction of the Project, what legal authority will Town agencies or municipal land use enforcement officers have, if any, over the Project?
12. 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?
13. In DEEP's experience and knowledge, what is the likelihood of the Project being decommissioned at the end of the anticipated lifespan of its installed solar panels (i.e. 20 to 25 years from installation)?
14. To DEEP's knowledge, will the interconnection lines for the Facility cross the natural gas transmission line owned and operated by Iroquois Gas Transmission System, LP located between the Facility and Route 7? If so, does DEEP have any concerns about such a crossing and what are its concerns?
15. To DEEP's knowledge, 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?

CERTIFICATION OF SERVICE

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

Melanie A. Bachman, Esq., Executive Director
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06501
melanie.bachman@ct.gov

Paul R. Michaud, Esq.
Murtha Cullina, LLP
185 Asylum Street
Hartford, CT 06103
pmichaud@murthalaw.com

James J. Walker
Vice President
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701
jawalker@ameresco.com

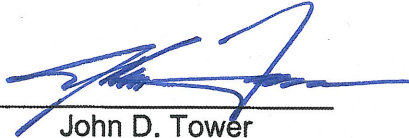
Joel S. Lindsay, Director
Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701
<mailto:jlindsay@ameresco.com>

Kirsten S. P. Rigney
Bureau of Energy Technology Policy
Department of Energy and Environmental Protection
10 Franklin Square
New Britain, CT 06051
Kirsten.Rigney@ct.gov

Jason Bowsza
Connecticut Department of Agriculture
450 Columbus Blvd
Hartford, CT 06103
Jason.Bowsza@ct.gov

Keith R. Ainsworth, Esq.
Law Offices of Keith R. Ainsworth, Esq., LLC
51 Elm Street, Suite 201
New Haven, CT 06510-2049
keithrainsworth@live.com

Dated: September 12, 2017
New Milford, CT



John D. Tower