

ANDREW W. LORD  
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July 9, 2013

VIA HAND DELIVERY

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

Re: Docket No. 190B; Meriden Gas Turbines LLC

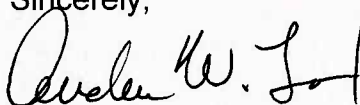
Dear Ms. Bachman:

I write on behalf of Meriden Gas Turbines LLC ("MGT") to provide you with an original and 15 copies in connection with the above-referenced docket:

1. Pre-filed testimony of Judith Lagano;
2. MGT's responses to the Siting Council's Prehearing Interrogatories,
3. MGT's responses to the City of Meriden's Prehearing Interrogatories; and
4. List of Witnesses and Exhibits.

Please feel free to contact me with any questions or if you require additional information.

Sincerely,



Andrew W. Lord

Enclosures

cc: Service List

**LIST OF PARTIES AND INTERVENORS**  
**SERVICE LIST**

<b>Status Granted</b>	<b>Status Holder (name, address &amp; phone number)</b>	<b>Representative (name, address &amp; phone number)</b>
<b>Certificate Holder</b>	Meriden Gas Turbines, LLC	<p>Andrew W. Lord, Esq. Murtha Cullina LLP CityPlace I, 185 Asylum Street Hartford, CT 06103-3469 (860) 240-6180 <a href="mailto:alord@murthalaw.com">alord@murthalaw.com</a></p> <p>Raymond G. Long Director, Government Affair NRG Energy, Inc. Middletown Station P.O. Box 1001 1866 River Road Middletown, CT 06457 <a href="mailto:ray.long@nrgenergy.com">ray.long@nrgenergy.com</a></p> <p>Judith Lagano. NRG Energy, Inc. Manresa Island Avenue South Norwalk, CT 06854 <a href="mailto:judith.lagano@nrgenergy.com">judith.lagano@nrgenergy.com</a></p> <p>NRG Energy, Inc. Mahendra Churaman, Esq. 211 Carnegie Center Princeton, NJ 08540 <a href="mailto:mahendra.churaman@nrgenergy.com">mahendra.churaman@nrgenergy.com</a></p>
<b>Intervenor</b>	The Connecticut Light and Power Company	<p>Stephen Gibelli, Esq. Associate General Counsel The Connecticut Light &amp; Power Company P.O. Box 270 Hartford, CT 06141-0270 (860) 665-5513 <a href="mailto:Gibels@nu.com">Gibels@nu.com</a></p>

<b>Status Granted</b>	<b>Status Holder (name, address &amp; phone number)</b>	<b>Representative (name, address &amp; phone number)</b>
<b>Intervenor</b>	The Connecticut Light and Power Company	<p>John R. Morissette  Manager-Transmission Siting and Permitting  The Connecticut Light &amp; Power Company  P.O. Box 270  Hartford, CT 06141-0270  (860) 665-2036  <a href="mailto:morisjr@nu.com">morisjr@nu.com</a></p> <p>Christopher R. Bernard  Manager, Regulatory Policy (Transmission)  The Connecticut Light &amp; Power Company  P.O. Box 270  Hartford, CT 06141-0270  (860) 665-5967  <a href="mailto:bernacr@nu.com">bernacr@nu.com</a></p> <p>Elizabeth Maldonado  Senior Counsel  Northeast Utilities Service Company  107 Selden Street  Berlin, CT 06037  <a href="mailto:Elizabeth.maldonado@nu.com">Elizabeth.maldonado@nu.com</a></p>
<b>Intervenor</b>	Rivers Alliance of Connecticut Farmington River Watershed Association	<p>Eric Hammerling, President  Rivers Alliance of Connecticut  P.O. Box 1797  Litchfield, CT 06759</p> <p>Kevin Case  Farmington River Watershed Association  749 Hopmeadow Street  Simsbury, CT 06070</p>
<b>Party</b>	Quinnipiac River Watershed Association	<p>Mary Mushinsky  Executive Director  Quinnipiac River Watershed Association  P.O. Box 2825  Meriden, CT 06450  (203) 237-2237 (phone and fax)  <a href="mailto:qrwa@sbcglobal.net">qrwa@sbcglobal.net</a></p>
<b>Party</b> (Approved on April 18, 2013)	City of Meriden	<p>Philip M. Small  Scott A. Muska  Brown Rudnick LLP  CityPlace I, 185 Asylum Street  Hartford, CT 06103  <a href="mailto:psmall@brownrudnick.com">psmall@brownrudnick.com</a>  <a href="mailto:smuska@brownrudnick.com">smuska@brownrudnick.com</a></p> <p>Deborah L. Moore</p>

		City Attorney City of Meriden 142 East Main Street Meriden, CT 06450 <a href="mailto:dmoore@meridenct.gov">dmoore@meridenct.gov</a>
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**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

MERIDEN GAS TURBINES LLC CERTIFICATE : DOCKET NO. 190B  
OF ENVIRONMENTAL COMPATIBILITY AND :  
PUBLIC NEED FOR THE CONSTRUCTION, :  
MAINTENANCE AND OPERATION OF A 530 MW :  
COMBINED CYCLE GENERATING PLANT IN :  
MERIDEN, CONNECTICUT. **Reopening of this** :  
**Docket pursuant to Connecticut General** :  
**Statutes § 4-181a(b) Limited to Counsel** :  
**Consideration of Changed Conditions** :  
**and Decommissioning Plan** : July 9, 2013

**PRE-FILED TESTIMONY OF JUDITH LAGANO**

Q. Please state your name, title and business address.

A. Judith Lagano  
Vice President, Asset Management, East Region  
NRG Energy, Inc.  
Manresa Island Avenue  
Norwalk, CT 06854

Q. Please describe your current responsibilities and professional expertise.

A. I am currently responsible for the asset management of approximately 20,000 MW of oil, gas and coal-fired generation in New England, New York, Pennsylvania, New Jersey, Maryland and Florida. I am an energy industry professional with over 25 years of experience in the power business in engineering and asset management. This includes the disposition of the Meriden property.

Q. Can you please describe when construction was halted at the site?

A. On or about 2002.

Q. Since 2002, has there been any construction activity since?

A. No.

Q. Has there been any change in the physical conditions of the site since 2009 when the Siting Council visited the site as part of Docket 370B?

- A. Other than some dismantling and removal of equipment from the site in the latter part of 2009, the site is unchanged since the Council last visited.
- Q. Is it fair to say that there is no generating equipment currently at the site or in any of the buildings?
- A. Yes.
- Q. To your knowledge, are there any environment, health or public safety issues associated with the site?
- A. None to my knowledge.
- Q. To your knowledge, has the City of Meriden or any other governmental agencies or authorities issued any Notices of Violations ("NOVs") or similar notices regarding any environmental issues at the site?
- A. No.
- Q. To your knowledge, does Meriden Gas Turbines LLC ("MGT") perform recurring environmental and safety inspections of the site?
- A. Yes, the site is inspected on a monthly basis.
- Q. Can you please describe the MGT's procedures and precautions regarding access to the site?
- A. There is a 24 hour guard service paid by MGT on its site. There is a locked gate at the bottom of South Mountain Road and a locked gate at the top of South Mountain Road at the entrance to MGT's property. Access to MGT's site is by appointment and is accompanied access only.
- Q. Can you please describe whether MGT has any current permits and approvals to operate and maintain generating station at the site that are in full force and effect?
- A. MGT withdrew the last of its permits and approvals to construct and operate the generating station earlier this year.
- Q. If a new owner of the site wants to construct, operate and maintain electric generation station at the site would it be able to take any advantage of MGT's prior permits or approvals?
- A. No.

- Q. If a new owner of the site wants to construct, operate and maintain an electric generation station at the site would such new owner have to get CSC and other governmental permits/approvals before it can do so?
- A. Yes.
- Q. Apart from appropriate notice, prior to the institution of these proceedings, in your discussions with the CSC or in the permit itself, were there any preconditions that you were aware of to MGT's right to abandon the project and site?
- A. None whatsoever.
- Q. In your opinion, if MGT contemplated that it would have decommissioning obligations beyond those stated in the CSC Certificate, would MGT even contemplate constructing a power plant in Meriden or anywhere in Connecticut?
- A. There are no decommissioning obligations in the Certificate. Any obligations to decommission the site would need to be known and evaluated prior to project financing.
- Q. In your opinion, if decommissioning obligations can be imposed at any time, what impact would that have on developers building projects in Connecticut?
- A. It would be a strong deterrent to siting and building new projects in Connecticut.
- Q. Is it true that MGT has listed the property with a real estate broker?
- A. Yes.
- Q. Has there been interest by prospective buyers?
- A. Yes. MGT has received several offers to buy the property.
- Q. Are those offers subject to confidentiality agreements?
- A. Yes.
- Q. Were those offers made prior to the re-opening of this docket?
- A. Yes.
- Q. Has MGT received any new offers since the docket was reopened?
- A. No.

Q. Is it true that in your real estate brokers' opinion that interest in the property has weakened since this docket was reopened?

A. Yes.

Q. Have you been directly involved MGT's efforts to abandon the Meriden Project?

A. Yes.

Q. Did you notify the Siting Council of MGT's plans to abandon the project and surrender the Certificate?

A. Yes, very shortly after MGT provided its Notice of Abandonment to the City of Meriden, MGT representatives, including Andrew Lord, Ray Long and I met with Siting Council staff, including the Staff Attorney and Executive Director in early April 2012 to inform the Council we were cancelling the Meriden Project. MGT views the Council as a key stakeholder and thought it was important that the Council be informed personally of MGT's plans to abandon the Meriden Project.

Q. Did the Council's staff express any concerns about MGT's plans to abandon the project?

A. No. MGT explained to the meeting participants that in accordance with the Property Tax Settlement Agreement we were required to wait one year to abandon permits and approvals and inquired if there was any concern about keeping the Certificate in place for one year even though we were cancelling the project. The Council's representatives informed us that there was no an immediate obligation because the Certificate was not set to expire for several more years and when one year had passed, to simply file a notice withdrawing the Certificate.

Q. Can you please describe the process and the timeline that MGT has followed to abandon the Meriden Project?

A. MGT filed a Notice of Abandonment under the Property Tax Settlement Agreement with the City of Meriden on April 3, 2012 and withdrew various permits and approvals one year later.

By way of background, when MGT acquired the Meriden Project from the original developer in 2001, it entered into a "Property Tax Payment Agreement" with the City of Meriden (the "original Tax Agreement"). Pursuant to Paragraph 2 – "Fixed Period Payments" of the Original Tax Agreement, certain "MGT Contingencies" needed to be met in order to trigger MGT's obligations to make Payments in Lieu of Taxes ("PILOT" payments). This provision was the core of a dispute between MGT and the City of Meriden, beginning sometime after construction ceased in 2002, which was ultimately resolved through the negotiation of a "Property Tax



Payment Settlement Agreement” (the “Settlement Agreement”) in 2008. The original Tax Agreement is relevant to this Siting Council proceeding because the presence of a triggering event (“MGT Contingencies”) in the 2001 Original Tax Agreement contemplated the potential that those contingencies might not be met and that the plant may not come to fruition).

After four years of litigation over the terms of the Original Tax Agreement, MGT and the City reached a settlement in 2008. The “Settlement Agreement” again contemplated the potential that a power plant might not be commissioned, specifically, Paragraph 6 - Notice of Abandonment set forth the parameters for such an outcome. In summary, the Settlement Agreement required a one year advance written notice to relinquish or surrender permits. Regardless, upon delivery of the Notice of Abandonment, the City was to cease to regard the Site as a power generating facility for all purposes beginning the next full Tax Year. As stated above, the Notice was delivered in April 2012, all permits to construct and operate the power plant have since been abandoned (including the relinquishment of the CSC Certificate), and the City must regard the site at its highest and best use other than a power generating station.

Paragraph 3 of the Settlement Agreement also contemplated the potential for abandonment of the power generating facility because it contains terms related to the payment of deferred taxes. Upon abandonment of the station, the site, or if MGT is sold, MGT was to pay the applicable deferred tax amount. Accordingly, MGT paid the City of Meriden \$2,512,500 on March 20, 2013.

While MGT and the City have exchanged appraisals as of October 1, 2012, both evaluating the site as non-power plant properties, MGT has paid all deferred taxes and abandoned its permits, the City of Meriden continued to assess the site as a power plant in direct violation of the property tax settlement agreement. Accordingly, on February 14, 2013 MGT filed a Motion to Enforce the 2008 Stipulated Judgment (the Settlement Agreement) in Connecticut Superior Court and MGT filed timely tax appeals with the City of Meriden Board of Assessment Appeals on February 19, 2012. Shortly afterward, the City filed its Motion to Reopen Siting Council Docket No. 190 on March 18, 2013.

- Q. Is there another provision in the Settlement Agreement that is relevant to this Siting Council proceeding that you would like to bring to the attention of the Council?
- A. Yes. Paragraph 9 of the Settlement Agreement – Construction Bonds addressed the City of Meriden’s Planning Commission conditions. The Construction Bonds were posted on or around the time that construction originally commenced. By 2008, the two construction completion bonds had a remaining balance in excess of \$600,000 in cash for the benefit of the City of Meriden (the balance in the accounts is closer to \$700, 000 today). Regardless of MGT’s and the City’s agreement or disagreement regarding the work to be completed now that the

power plant project has been abandoned, Paragraph 9 of the Settlement Agreement states the Construction Bonds are the City's **sole remedy in full satisfaction** of any and all MGT obligations.

Q. Are you aware of a City memorandum from September 2008 regarding unfinished work?

A. Yes. MGT obtained a copy of the memorandum in June 2012.

Q. Has MGT attempted to meet with the city to resolve the open issues in the memorandum?

A. Yes. Because construction was halted nearly a decade ago, MGT had to do research to gain an understanding of these items and likewise asked the City to provide its understanding and position on the same. The parties met on December 12, 2012 in the Meriden City Planning Office and then on-site on February 25, 2013.

Q. Are MGT and the City in agreement on all of these items?

A. No. In spite of the fact that the plans and the ability to build the power generating station have been relinquished, the City is insisting upon completing certain items that no longer make environmental or economic sense.

The City testified in the June 4, 2013 hearing of the Council (please refer to Transcript 1, page 82) that they believe the cost of the remaining work is in excess of the value of the bonds. Despite that, its remedies are capped and addressed in the Settlement Agreement. In my view, the City's attempt to have the Council re-open the Certificate should not be used as a way to leverage an outcome in the property tax dispute. The city has limited itself commercially under the Settlement Agreement, which was a stipulated judgment of the tax court.

Q. You mentioned that you were present at the Siting Council hearing on June 4, 2013. Is that true?

A. Yes.

Q. Have you reviewed the transcript of that hearing?

A. I have.

Q. Did you listen to Mr. Kendzior's testimony as he was cross examined by the Siting Council?

A. I did.

- Q. Do you have any comments that you would like to make regarding any points raised by Mr. Kendzior?
- A. Yes several, but one in particular regarding the City's contention that the Meriden Power Project was not a matter of "if", but "when."

MGT tried for many years since it ceased construction on the site in 2002 to secure a long term power purchase agreement in order to obtain the necessary financing to complete the project. It was clear in MGT's communications to the Siting Council, DPUC, PURA, DEEP and the City of Meriden that a power contract was required for MGT to restart construction, build, and commission a power plant. MGT's desire to complete the project, while strong, could not be interpreted as obviating the need for the necessary prerequisites to further investment and construction.

Over the years, MGT incurred tens of millions of dollars of expenses in order to preserve and maintain the site and the option to build and commission its permitted power plant in Meriden. It tried several avenues to secure a power contract including one that the Council is most familiar – Docket 370, the CL&P Application for Certificates of Environmental Compatibility and Public Need for the Greater Springfield Reliability Project. The City of Meriden supported MGT's unsuccessful efforts in the reactive request-for-proposal ("RFP") for an alternative to the proposed transmission lines.

- Q. Was a power contract within reach at the time MGT provided the City with its Notice of Abandonment?
- A. No. In January 2012, 2 months prior to MGT's Notice, the Connecticut DEEP issued a Draft Integrated Resource Plan stating that Connecticut had adequate generating resources to serve load reliability until 2022. The IRP stated, in part, "Based on reasonable assumptions about market conditions and the completion of transmission projects, we conclude that adequate generating resources will be available in Connecticut to serve electricity loads reliably through 2022 under every scenario analyzed".

While other developers may not have endured as long, MGT decided it could no longer do so in 2012 facing insurmountable hurdles the least of which was a November 25, 2011 determination of ISO-New England that MGT's project would not qualify as deliverable capacity in the New England market without expensive and time-consuming transmission upgrades. This determination upheld by FERC effectively gutted any market value of the project. MGT appealed the ISO's determination of the FERC and lost the final battle to become a power plant in on March 15, 2012. Docket ER12-757. Nineteen days later, MGT delivered its Notice of Abandonment to the City.

- Q Did you communicate this determination from FERC to the City?
- A. Yes. During the meeting whereby MGT hand delivered the Notice of Abandonment to the City, MGT explained that the ISO and FERC determination coupled with the Connecticut DEEP January 2012 Draft Integrated Resource Plan eliminated any remaining possibility that the Meriden Power Project would secure the necessary power contract and financing for the foreseeable future and that MGT would no longer pursue the potential to complete the project.
- Q Was the IRP issued in final form and if so was the need for new generation any sooner than what was stated in the Draft?
- A. Yes and No. The Final 2012 IRP was issued on June 14, 2012 and reiterated that adequate generating resources will likely be available in Connecticut to serve electricity loads reliably through 2022.
- Q. Finally, in addition to this pre-filed testimony, are you submitting three additional documents as exhibits in this proceeding?
- A. Yes, they include:
1. MGT's Responses to the Siting Council's First Set of Interrogatories;
  2. MGT'S Responses to the Siting Council's Second Set of Interrogatories; and
  3. MGT's Responses to the City of Meriden's First Set of Interrogatories.
- Q. Were the three sets of responses to interrogatories prepared by you or under your supervision and control?
- A. Yes.
- Q. Are you prepared to address those documents described above?
- A. Yes.
- Q. Is the information presented in the documents described above true and accurate to the best of your knowledge and belief?
- A. Yes
- Q. Is the same true for your pre-filed testimony?
- A. Yes.
- Q. At this time, are there any additions, corrections or clarifications to the information presented in the documents described above?

A. No.

Q. Does this conclude your testimony?

A. Yes.

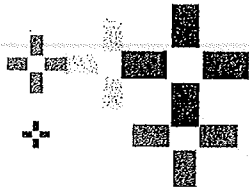
**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

MERIDEN GAS TURBINES LLC CERTIFICATE : DOCKET NO. 190B  
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PUBLIC NEED FOR THE CONSTRUCTION, :  
MAINTENANCE, AND OPERATION OF A 530 MW :  
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**MERIDEN GAS TURBINES LLC RESPONSES TO  
CONNECTICUT SITING COUNCIL INTERROGATORIES (FIRST SET)**

1. What are the reasons that MGT/NRG seeks to surrender its Certificate for this project?

**RESPONSE:** As explained to the Siting Council's Executive Director and Staff Attorney during a meeting in early April 2012, Meriden Gas Turbines LLC ("MGT") has surrendered its Certificate of Environmental Compatibility and Public Need ("Certificate") and its permits to construct and operate the power plant as it does not see a path forward to build and commission it. The most recent Connecticut Integrated Resource Plan ("IRP") concludes that Connecticut will not need new power generation until at least 2023 and the State's Comprehensive Energy Plan provides no path for procurement of conventional generation. In addition, ISO-New England decided in November of 2011 that MGT's project would not qualify as deliverable capacity in the New England market without expensive and time-consuming transmission upgrades. This determination, upheld by FERC, effectively gutted any value of the project. Under those circumstances, MGT does not believe it is possible to secure financing for the project because doing so would require a long-term power contract. In addition, in order to cease having to make multi-million dollar property tax payments to the City of Meriden (the "City") on a non-income producing property, which it has been doing since 2002, MGT surrendered its Certificate to comply with paragraph 6 of the Property Tax Payment Settlement Agreement (the "Settlement Agreement") between the City and MGT. Please refer to the attached letter from MGT to the City, dated April 3, 2012 and the Settlement Agreement. In summary, the Settlement Agreement states that upon delivery of a Notice of Abandonment, the City shall no longer regard the property as a power generating facility and will assess the property based upon the fair market value of the real and personal property, assuming the Site's highest and best use.



NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

CONFIDENTIAL

April 3, 2012

VIA Hand Delivery

The City of Meriden  
142 East Main Street  
Meriden, Connecticut, 06450  
Attention: Lawrence Kendzior, City Manager

Re: Notice of Abandonment

Dear Mr. Kendzior:

On behalf of NRG Energy, Inc. ("NRG") and pursuant to paragraph 6 of the Property Tax Payment Settlement Agreement (the "Settlement Agreement") between the City of Meriden (the "City") and Meriden Gas Turbines LLC ("MGT"), which modifies that certain Property Tax Payment Agreement entered into by the parties on or about October 29, 2001, MGT hereby notifies the City in this Notice of Abandonment of its intent to relinquish, surrender and/or not renew its permits to construct and operate the Generating Station. Capitalized terms used in this letter and not defined herein shall have the meaning assigned to them in the Settlement Agreement.

In accordance with the Settlement Agreement, upon delivery of this Notice of Abandonment, the City shall no longer regard the Site as a power generating facility property for all purposes, effective on the beginning of the 7/1/2012 tax year. In accordance with the Settlement Agreement, MGT will work cooperatively and in good faith with the City to cause a new tax assessment to be established based upon the fair market value of the real and personal property assuming the Site's best and highest use other than a power generation facility.

NRG appreciates the support the City has provided MGT in its effort to develop the site. We look forward to working cooperatively with the City of Meriden to successfully transition the property.

Sincerely,

Judith Lagano  
Vice President, Asset Management  
NRG Energy, Inc.

cc: Steve Cinoski

## PROPERTY TAX PAYMENT SETTLEMENT AGREEMENT

THIS PROPERTY TAX PAYMENT SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into by and between Meriden Gas Turbines LLC, a Delaware limited liability company ("MGT"), and the City of Meriden, Connecticut ("City") a Connecticut municipal corporation as of the Effective Date (as defined in paragraph 13 below).

WHEREAS, MGT intends to construct, install, own and operate at a location on the extension of South Mountain Road from its intersection with the Chamberlain Highway, in the City of Meriden, Connecticut (the "Site"), a combined cycle electricity generating station with a Summer Seasonal Claimed Capability of 510 MW, including all structures, equipment, fixtures, machinery and appurtenances related thereto and used in connection therewith (the "Generating Station"); and

WHEREAS, MGT and the City entered into a Property Tax Payment Agreement, a copy of which is attached hereto as Exhibit "A", on or about October 29, 2001 (the "Agreement"); and

WHEREAS, on September 30, 2004 MGT notified the City that it was terminating the Agreement and the City thereafter informed MGT it was rejecting the MGT termination; and

WHEREAS, on May 24, 2005, MGT filed suit against the City in the Connecticut Superior Court, Judicial District of New Haven at Meriden (and assigned Docket Nos. NNI-CV-0504003243S and NNI-CV-0504003244S), seeking, among other relief, a declaratory judgment that the Agreement was properly terminated (the "Litigation"); and

WHEREAS, after extensive discussions, MGT and the City have entered into this Settlement Agreement to resolve the Litigation; and

WHEREAS, each of MGT and the City acknowledges and believes that the Agreement and the Settlement Agreement comply with applicable Connecticut law, including Connecticut General Statutes § 32-71a(a) (Section 86 of Connecticut Public Act 01-09); and

WHEREAS, each of MGT and the City represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement and that this Agreement constitutes a legal, valid and enforceable obligation.

NOW THEREFORE, it is hereby agreed as follows:



1. Retention of Tax Payments. The City shall retain all tax payments made by, for or on behalf of MGT subsequent to the execution of the Agreement in full satisfaction of any and all tax payments, interest or penalties due under the terms of the Agreement or as otherwise assessed by the City through and including Year 7 of the Payment Schedule in Exhibit B to the Agreement ("Exhibit B") and/or the 2007 Grand List (Tax Year 7/1/08-6/30/09) for the real and personal property comprising the Generating Station or located at or on the Site. No additional tax payments, interests or penalties shall be due for any prior tax year.
2. Revised Payments. For so long as MGT has not submitted a Notice of Abandonment (as defined in Paragraph 6 below) to the City and prior to the earlier of (a) the first day of the Exhibit B Year after Recommencement of Construction (as defined below) or (b) the first day of Exhibit B Year 13 (Tax Year 7/1/14 – 6/30/15) (such date, the "Exhibit B Resumption Date"), MGT shall make the following indicated payments ("Revised Payments") to the City, in full satisfaction (except as provided in Paragraph 3 with respect to the Deferred Amount) of all real and personal property taxes due and payable on the subject real and personal property on the Site under the terms of the Agreement or as otherwise assessed by the City:

Exhibit B Year	Payment Due Date	Tax Year	Revised Payment Amount	Deferred Amount
8	7/1/2009	7/1/09 – 6/30/10	\$2,331,600	\$ 450,000
9	7/1/2010	7/1/10 – 6/30/11	\$2,012,916	\$ 625,000
10	7/1/2011	7/1/11 – 6/30/12	\$1,919,545	\$ 687,500
11	7/1/2012	7/1/12 – 6/30/13	\$1,826,491	\$ 750,000
12	7/1/2013	7/1/13 – 6/30/14	\$1,808,756	\$ 775,000

For greater certainty, the July 1, 2009 payment shall correspond to and be in lieu of the required Exhibit B Year 8 payment and/or the 2008 Grand List assessment (Tax Year 7/1/09-6/30/10). A payment on July 1, 2010 under this paragraph shall correspond to the required Exhibit B Year 9 payment and the 2009 Grand List (Tax Year 7/1/10-6/30/11), etc. For the purposes of this Settlement Agreement, "Recommencement of Construction" shall mean the delivery to the Site hereafter of at least one of the following major components of the Generating Station: a gas turbine, a steam turbine, a complete heat recovery steam generator, or a generator step-up transformer unit.

3. Deferred Payment Amounts. For each Exhibit B Year that a Revised Payment is made, the associated Deferred Amount shall be accrued and, beginning with the Exhibit B Resumption Date, repaid without interest in equal installments over five (5) years ("Deferred Payment Installments") on each date normally scheduled for payments under the Agreement. If MGT has submitted a Notice of Abandonment pursuant to Paragraph 6, or if the Generating Station, the Site or MGT shall be sold,

prior to the end of the term of the Agreement, MGT shall repay the entire remaining accrued and unpaid Deferred Amounts immediately upon the effective date of such abandonment or upon the date of such sale. MGT shall provide the City security for any accrued and unpaid Deferred Amounts in the form of: (a) a letter of credit from a bank with a minimum credit rating of AA- (by a nationally recognized rating agency such as Moody's or Standard & Poors) in a form reasonably acceptable to the City or (b) a corporate guarantee from NRG Energy Inc. in the form attached as "Exhibit B" to this Settlement Agreement.

4. Reversion to Exhibit B Payment Schedule. Beginning with the payment due on the Exhibit B Resumption Date, all remaining payments under the Agreement shall revert to the tax payment schedule in Exhibit B of the Agreement (plus the Deferred Payment Installments as indicated in Section 3 above).
5. Generating Station Capacity. To the extent the Generating Station that becomes commercially operational varies in net megawatt ("MW") output by more than 10% from that described in the Agreement, the tax payments shall be revised by scaling the remaining annual payments up or down in accordance with the following formula:

New annual tax payment = Original annual tax payment \* (Summer Seasonal Claimed Capability established upon commercial operation date/510MW).

6. Notice of Abandonment. MGT shall provide the City with a minimum of one (1) year prior written notice (the "Notice of Abandonment") before its relinquishment or surrender (including its non-renewal or the expiration without efforts to renew) of permits for construction and operation of the Generating Station (to the extent such permits may be relinquished or surrendered or expire); provided, however, that MGT shall not be required to relinquish its rights with respect to interconnection in connection with the foregoing. Upon delivery of the Notice of Abandonment, the City shall cease to regard the Site as a power generating facility property for all purposes effective beginning the next full Tax Year. The parties shall work cooperatively and in good faith to cause a tax assessment to be established based upon the then fair market value of the real and personal property assuming the Site's best and highest use other than use as a power generating facility as of the first property valuation date (i.e., October 1) occurring after the giving of the written notice. The new tax amount shall be effective for the next succeeding full Tax Year after the effective date of the Notice of Abandonment. Additionally, the termination provisions set forth in Section 14 of the Agreement shall remain in full force and effect; provided, however, prior to the commercial operation date of the Generating Station, MGT may only terminate the Agreement pursuant to Section 14 if the conditions of this Paragraph 6 are met. Additionally, the provisions of this Settlement Agreement shall survive any termination of the Agreement by MGT under Section 14 thereof.

7. Buyer Credit Requirements. With respect to any sale of the Generating Station, the Site or MGT, the buyer must meet minimum credit requirements to be established by the parties, unless the Generating Station Project has been abandoned pursuant to Paragraph 6 and the required permits or approvals have expired or been surrendered, relinquished or not renewed. MGT shall notify the City in writing within seven (7) days of the execution of a binding purchase and sale document with respect to the Generating Station, the Site or MGT. Additionally, MGT shall provide the City written notice at the time of launch of a sale process related to MGT, the Generating Station or the Site that involves negotiation simultaneously with more than two potential buyers, a public auction or general solicitation. The City agrees to keep this information confidential to the extent permitted by law.
  
8. Quarterly Reporting. MGT shall provide the City with a written quarterly report discussing the status of its efforts to secure a commercially operational Generating Station Project. Provision of the reports shall be a condition of this Settlement Agreement, which also serves to settle the parties pending litigation, and the City shall, to the extent permitted by law, keep these reports confidential.
  
9. Construction Bonds. Upon satisfaction of Planning Commission conditions, the City shall release all bonds or other security (totaling approximately \$600,000 as of the Effective Date) posted by or on behalf of MGT for roadway construction, subdivision improvements and other improvements related to the Site. The City agrees that, upon the Effective Date, the City and MGT shall commence good faith discussions concerning whether any Planning Commission conditions remain unsatisfied. In any event, no later than thirty (30) days from the Effective Date, the City shall notify MGT in writing of any such unsatisfied conditions that prevent the release of the referenced bonds. If the parties are unable to agree on the remaining unfulfilled conditions within 30 days after delivery of this notice or if the parties agree that the cost of satisfaction of the remaining conditions may exceed the value of the bonds, the City may draw upon the bonds in full satisfaction of any and all MGT obligations in respect of roadway construction and subdivision improvements.
  
10. Visual Impacts. Upon the Effective Date, the City and MGT shall commence good faith discussions to identify and attempt to agree upon reasonable and commercially feasible options for mitigating the visual impact of the Generating Station project on the community. The parties shall implement any such mutual agreement on this matter upon Notice of Abandonment or, if earlier, as soon as practicable after Recommencement of Construction. Any agreed upon activities to mitigate visual impacts shall be incorporated into updates to the Development and Management Plan submitted to the Connecticut Siting Council ("CSC") and shall be subject to CSC's final approval.

11. Stipulated Judgment. This Settlement Agreement, and the settlement reflected herein, shall be memorialized in a stipulated judgment and the parties shall request a determination by the Superior Court that the Agreement, as modified by this Settlement Agreement and the referenced Stipulated Judgment, complies with Connecticut General Statutes Section 32-71a(a).

12. Notices. All notices, reports and other communications required under this Settlement Agreement shall be in writing and shall be made in accordance with the requirements set out in Section 13 of the Agreement.

13. Mutual Covenants and Releases.

a. Release.

i. As of the Effective Date (as defined below) and in consideration of this Settlement Agreement, each of Meriden Gas Turbines LLC on its own behalf and on behalf of each of its respective former, current and future partners, successors, subsidiaries and affiliates, and their respective parent entities, affiliates, stockholders, officers, directors, principals, advisors, employees and agents (collectively, the "MGT Releasing Parties") hereby releases and forever discharges the City of Meriden, Connecticut, all of its former, current, and future subsidiaries and affiliates and successors and its respective managers, elected officials, boards, commissions, tax assessors and tax collectors, employees and agents (collectively, the "City Released Parties") against and from all liabilities, damages, losses, claims, demands, suits, costs and expenses (collectively "Liabilities") to MGT's Releasing Parties, arising out of or relating to the Property Tax Payment Agreement, including any real and personal property taxes due the City by MGT, from the date of the Agreement through and including the date of this Settlement Agreement.

ii. As of the Effective Date (as defined below) and in consideration of this Settlement Agreement, the City of Meriden, Connecticut on its own behalf and on behalf of each of its respective former, current and future subsidiaries and affiliates and successors and its respective managers, elected officials, boards and commissions, tax assessors and tax collectors, employees and agents (collectively, the "City Releasing Parties") hereby releases and forever discharge each of Meriden Gas Turbines LLC on its own behalf and on behalf of each of its respective former, current and future partners, successors, subsidiaries and affiliates, and their respective parent entities, affiliates, stockholders, officers, directors, principals, advisors, employees and agents (collectively, the "MGT Released Parties") against and from all Liabilities to City Releasing Parties, arising out of or relating to the Property Tax Payment Agreement, including any real and personal property taxes due the City by MGT, from the date of the Agreement through and including the date of this Settlement Agreement.

iii. The MGT Releasing Parties and the City Releasing Parties are herein collectively referred to as the "Releasing Parties", and the MGT Released Parties and the City Released Parties are herein referred to collectively as the "Released Parties."

iv. The releases provided in this Paragraph 12(a) do not extend to or affect the rights of the Releasing Parties to enforce this Settlement Agreement against the Released Parties.

b. Covenant Not to Sue.

i. As of the Effective Date, each of the Releasing Parties covenants and agrees with respect to any matters released pursuant Section 12(a) above not to (a) seek indemnification or contribution from any Released Party, (b) initiate legal action against any Released Party, or (c) implead or interplead any Released Party in any legal action initiated by any governmental authority, any third party or otherwise; provided however, that nothing in this Agreement shall affect the ability of the Releasing Parties to take testimony or other discovery, or to compel testimony, from the Released Parties.

ii. The covenants described in Paragraph 13.b.i shall run between all Releasing Parties, on the one hand, and all Released Parties, on the other hand. These covenants do not apply to any Liabilities arising from a failure of MGT and/or the City to meet a requirement of this Settlement Agreement or to any action or failure to act occurring under the Agreement or this Settlement Agreement occurring on or after the Effective Date. This covenant cannot be relied on by any other person or entity.

14. Effective Date. Notwithstanding anything to the contrary, this Settlement Agreement shall become effective upon the date of approval by the Connecticut Superior Court of a Stipulated Judgment, which judgment shall include as an exhibit a fully executed copy of this Settlement Agreement, settling the Litigation between the parties (the "Effective Date").

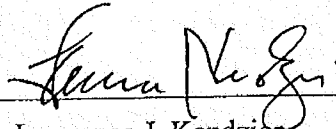
15. Definitions and Defined Terms. All capitalized terms not otherwise defined in this Settlement Agreement shall have the meaning ascribed to them in the Agreement.

16. The Agreement. As of the Effective Date, all remaining contingencies under the Agreement shall be waived and released with the result that the Agreement, as modified and amended by this Settlement Agreement and the Stipulated Judgment, shall be deemed to be in full force and effect.

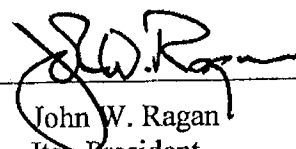

17. July 7, 2008 Order. Also as of the Effective Date, all amounts due and owing under orders entered into the record in the Litigation on July 7, 2008 shall be deemed fully paid as part of the amounts paid under this Settlement Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed this Settlement Agreement by their duly authorized representatives as of the day and year first written above

**CITY OF MERIDEN, CONNECTICUT**

By:   
Lawrence J. Kendzior  
Its: City Manager

**MERIDEN GAS TURBINES LLC**

By:    
John W. Ragan  
Its: President



**Exhibit A**



PROPERTY TAX PAYMENT AGREEMENT

THIS PROPERTY TAX PAYMENT AGREEMENT ("Agreement") is made and entered into as of Oct. 29<sup>th</sup>, 2001, between Meriden Turbines LLC, a Delaware limited liability company ("MGT") and the City of Meriden, Connecticut ("City").

FILE COPY	
PROJECT NAME	MERIDEN
FILE NO	8740
ROUTE	
VALUATION	16
TAX RATE	
TAX	
DATE	11/7/01

RECITALS:

A. MGT intends to construct, install and own at a location on the extension of South Mountain Road from its intersection with the Chamberlain Highway, in the City of Meriden, Connecticut (the "Project Premises") an approximately 540 megawatt, combined cycle electricity generating station ("Generating Station") and all structures, equipment, fixtures, machinery and appurtenances related thereto and used in connection therewith as more fully described herein (the "Generating Station Project").

B. The parties hereto each acknowledge that this Agreement complies with applicable Connecticut law and that Sec. 86 of P.A. 01-09 grants to the City the power to enter into this Agreement with respect to the Generating Station Project.

C. Each Party represents that it has all necessary power and authority to enter into and perform its' obligations under this Agreement and that this Agreement constitutes a legal, valid and enforceable obligation.

D. The Generating Station Project as proposed will increase the property tax revenues payable to the City by the amounts described herein.

E. The Generating Station Project will assist in preserving and expanding employment opportunities and the tax base of the City through the expansion of electricity generating facilities serving the housing, industrial, commercial, retail, office, hotel, warehouse, recreational and transportation needs of the citizens and businesses in the City.

F. It is in the best interests of the City to encourage development of the Generating Station Project within the City of Meriden.

G. This Agreement provides MGT with a certainty with respect to its property tax obligations, enhancing the ability to forecast operating costs and compete more effectively in the generation market.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City and MGT, the City and MGT agree as follows:

1. Description of Generating Station Project. The Generating Station Project consists of the Project Premises and structures, equipment, fixtures, machinery and appurtenances related to the operation of an approximately 540 Megawatt combined cycle electricity generating station. A brief description of the main components of the Generating Station Project is set forth in Exhibit A attached hereto and made a part hereof.

2. Fixed Period Payments. The parties agree that, subject to termination of this Agreement as provided herein, the property tax payments for the Generating Station Project shall be fixed during a period of thirty-two (32) years ("Fixed Period"). The Fixed Period shall commence ("Commencement Date") on the date which is thirty (30) days after all of the following conditions ("MGT Contingencies") have been met, regardless of whether MGT has notified the City:

a. MGT has closed on its funding for the construction of the Generating Station Project and satisfied all of the lender's conditions to fund,

b. MGT has issued a Notice to Proceed with construction of the Generating Station Project to its turnkey contractor,

c. MGT has closed on the purchase from the current owners thereof of all of the membership interests of PDC-El Paso Meriden, LLC, which is the owner of certain permits, authorizations and other real and personal property rights which are required to construct and operate the Generating Station Project, and

d. MGT has received final, non-appealable approval from the Connecticut Siting Council, the Connecticut Department of Environmental Protection and any other governmental authority whose approval is required for the installation of the two (2) General

Electric combustion turbines and the General Electric steam turbine referred to in Exhibit A as part of the Generating Station Project instead of the two (2) ABB combustion turbines and steam turbines which had previously been approved for installation.

MGT shall promptly notify the City when all of the MGT Contingencies have been satisfied.

The MGT Contingencies are for MGT's sole benefit. In the event the MGT Contingencies have not been satisfied on or prior to July 31, 2002 either MGT or the City may thereafter terminate this Agreement by giving written notice to the other; provided, however, if the City gives such notice of termination, this Agreement will not so terminate if, within thirty (30) days after the City gives notice of termination, all of the MGT Contingencies are satisfied or MGT notifies the City in writing that it has waived any unsatisfied MGT Contingencies. In the event this Agreement is so terminated, neither MGT nor the City shall have further rights or obligations under this Agreement, including, but not limited to any obligation on MGT's part to pay any of the Payments (as defined herein).

The amount payable for each year of the Fixed Period ("each a Payment") is set forth in the Payment Schedule attached hereto as Exhibit B and made a part hereof. The Payment for the first year of the Fixed Period shall be due on the date that is thirty (30) days after the Commencement Date. The Payment due for each subsequent one (1) year period in the Fixed Period shall be due on the day which is thirty (30) days after each anniversary of the Commencement Date. The City shall provide MGT an invoice for each payment when due. However, the City shall not issue an invoice for any period prior to the applicable anniversary of the Commencement Date.

3. Interest; Penalties. If a Payment is not made on or before its due date, interest shall accrue on the amount of the Payment from its due date until paid at the then-applicable interest rate for late property tax payments.

4. Property Tax Payments for Period Prior to Commencement Date. For the period prior to the Commencement Date of the Fixed Period, MGT will pay to the City property taxes in the amounts and on the dates determined as if this Agreement were not in effect, except that the amount

thereof shall be prorated based on the number of days in the City's fiscal tax year which have elapsed prior to the Commencement Date.

4. Applicability to Alterations, Additions and Improvements. The Payments do not apply to any improvements or additions that may be added to the Generating Station Project to increase the rated generating capacity of the Generating Station to above approximately 540 Megawatts (collectively "Capacity Additions"). In the event any Capacity Additions are made, they shall be taxed in accordance with the law as it then exists which is applicable to the type or types of property that are included in the Capacity Additions. However, the Payments will apply to, and no additional property taxes, whether real or personal, shall be payable with respect to, any other alterations, additions and improvements to the Generating Station Project, including, without limitation, all replacements and all capital expenditures which may be made to maintain the Generating Station, increase its efficiency and/or to meet the requirements of current or future law, codes, ordinances or regulations, such that the facility maintains its current rated generation capacity of 540 Megawatts.

6. Tax Treatment of Payments. All Payments shall be treated as property taxes for all purposes, with all the rights and duties arising therefrom, including, but not limited to, the creation of statutory lien rights accorded to property tax payments that may be secured against the Generating Station Project and the Project Premises.

7. Effect of Revaluation, Change in Mill Rates. Neither the implementation of any revaluation of property in the City nor any changes in the mill rate(s) adopted by the City from time to time during the term of this Agreement will have any effect on the amount of the Payments.

8. Determination and Payment of Taxes Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Generating Station Project will be assessed in the manner then prescribed by applicable law, will be treated for tax assessment purposes in the same manner as similar properties in the City, and property taxes for the Generating Station Project will be calculated, billed and payable according to the normal tax assessment procedures schedule and criteria under then applicable law. If expiration or termination of this Agreement occurs on a date other than the first day of a fiscal property tax year for the City, the taxes for the portion of that tax year remaining after expiration or

termination shall be prorated based on the number of days in such fiscal tax year which remain after expiration or termination.

9. Effect of Rebates. During the term of this Agreement, MGT may apply for state and federal programs designed to assist electricity generators in the State of Connecticut by providing tax rebates. The City will cooperate in applying for such assistance. Notwithstanding the fact that MGT may qualify for such assistance, it shall nonetheless pay the City the amount of the Payments due to the City hereunder.

10. No Audits, Inspection of Records or Declarations. The City shall have no right to audit or otherwise inspect or make copies of any of the books or records of MGT relating to the Project Premises and/or the Generating Station Project. MGT shall have no obligation to file any personal property declarations or similar form with respect to the Generating Station Project. The foregoing provisions of this Paragraph shall not be applicable to Capacity Additions.

11. Recording. At the request of either party, the parties shall record this Agreement, or a memorandum hereof, in the land records in the Meriden Town Clerk's Office.

12. Compliance Requirements. During the term of this Agreement, MGT will comply with the requirements of all State, federal and municipal law applicable to the subject matter of this Agreement.

13. Notices. All notices to be given in connection with this Agreement shall be in writing and delivered personally, sent by a nationally recognized overnight courier service or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:       The City of Meriden  
                              142 East Main Street,  
                              Meriden, Connecticut 06450  
                              Attention: Roger Kemp, City Manager

If to MGT:

Meriden Gas Turbines LLC  
c/o NRG Energy, Inc.  
Blaymore I  
1606 Carmody Court, Fourth Floor  
Sewickley, PA 15143  
Attention: Senior Counsel

Notices sent by courier shall be deemed to have been given to the party to whom it is sent on the day after the date the same is delivered to a nationally recognized overnight courier for next day deliver to such party at its then current address for the giving of notices. Notices sent by mail shall be deemed to have been given to the party to whom it is addressed on the date the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, properly addressed in the manner above provided. Either party hereto may change such party's address for the service of notice hereunder by written notice of said change to the other party hereto, in the manner above specified ten (10) days prior to the effective date of said change.

14. Termination by MGT. Anything in this Agreement to the contrary notwithstanding, MGT shall have the right to terminate this Agreement at any time by giving written notice to the City in the event that for any or no reason the Generating Station is decommissioned or otherwise permanently shut down and removed from service.

15. Assignment. This Agreement shall be assignable by MGT without the City's consent (i) in connection with the obtaining of construction or term loan financing for the Generating Station Project and/or (ii) in connection with the sale or other transfer of ownership of the Generating Station Project to any entity in which NRG Energy, Inc., a Delaware corporation and the parent entity of MGT ("NRG"), or a successor to NRG, has, directly or indirectly, a majority ownership interest. Any other assignment of this Agreement shall be made only with the consent of the City, which shall not be unreasonably withheld or delayed.

In the event MGT, or a subsequent owner of the Project Premises and Generating Station, assigns this Agreement to the purchaser of its fee interest in the Project Premises and the Generating Station, the party making the assignment shall be relieved from liability for the payment and performance of its obligations hereunder which arise after such assignment

so long as the assignee shall agree in a written instrument which is in form and substance reasonably acceptable to the City to assume the obligation to make the Payments and perform the other obligations of MGT under this Agreement which arise after such assignment. In connection with any assignment of this Agreement or in order to facilitate the obtaining of financing or refinancing for the Generating Station Project, the City shall execute such consents, estoppel certificates, agreements and similar documents as MGT shall reasonably request.

16. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. MGT's obligations hereunder are solely its obligations and no affiliate of MGT and no member, officer, director, manager, agent or other representative of MGT shall have any liability for the performance of its obligations hereunder.

17. Severability. The parties hereto have entered into this Agreement in good faith on the basis of applicable Connecticut law. Each party hereto, including its successors and assigns, agrees not to challenge the validity of this Agreement or its enforceability against such party. If the validity or enforceability of this Agreement or any portion hereof is challenged by any third party, both parties hereto agree to defend the validity and enforceability of this Agreement, with each party bearing the costs of its own attorney and both parties bearing equally the costs of such litigation. If a non-material term of this Agreement shall be deemed to be illegal or unenforceable pursuant to a judgment by a court having competent jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect as if such portion had not been included in this Agreement from the beginning. If a material term of this Agreement is declared illegal or unenforceable, the parties agree to an adjustment of the Payments hereunder such that neither the City nor MGT is disadvantaged by entering into this Agreement, taking into account the time value of money as reasonably agreeable to both parties.

18. Complete Agreement. This is a final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. This Agreement may be amended only in writing.

19. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

20. Adjustments for Material Change in Taxing System. This Agreement is predicated on the assumption that real and personal property taxes during the Fixed Term will be assessed by and paid to municipalities in a manner that is consistent with current law, and that the State of Connecticut's system of property taxes will not be replaced by a substitute system (whether property or otherwise) that materially increases or diminishes the receipts a municipality derives from property taxes on electricity generating stations or that a taxpayer pays in respect of property taxes on electricity generating stations. In recognition of the foregoing, if the current system of property taxation is replaced or materially modified as it pertains to electricity generating stations, this Agreement shall be equitably adjusted in a manner that preserves the respective economic positions of both the City and MGT. For purposes of this Paragraph, increases or decreases in real or personal property tax valuations or increases or decreases in the rate of any tax shall not, in and of themselves, constitute a material modification of the current system of property taxation.

21. Default. The City shall be entitled to utilize all available statutory remedies for the enforcement and collection of delinquent payments as allowed by law. In the event of default under any provision of this Agreement, the nondefaulting party shall have all remedies available to it at law or in equity, including, without limitation, the right to seek specific performance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF MERIDEN

By: Roger Kemp  
Roger Kemp  
City Manager



MERIDEN GAS TURBINES LLC

By: Bryan Riley  
Bryan Riley  
Vice President

ACKNOWLEDGEMENTS

State of Connecticut )  
                                  ) ss:     At: Meriden  
County of New Haven)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2001, by Roger Kemp, City Manager of Meriden, a municipal corporation, on behalf of said corporation as the free act and deed of the City and his free act and deed in such capacity.

Patricia L. Michelson  
Notary Public

My Commission Expires:     **PATRICIA L. MICHELSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 28, 2008**

State of Pennsylvania)  
                                  ) ss:     At: Pittsburgh  
County of Allegheny )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2001, by Bryan Riley, Vice President of Meriden Gas Turbines LLC, a limited liability company, on behalf of said limited liability company as the free act and deed of Meriden Gas Turbines LLC and his free act and deed in such capacity.

Elizabeth B. Kirby  
Notary Public

My Commission Expires:

Notarial Seal  
Elizabeth B. Kirby, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Sept. 7, 2002  
Member, Pennsylvania Association of Notaries

## EXHIBIT A

### Description of the Main Components of the Generating Station Project

The project will be a natural gas-fired, combined-cycle power generation facility with a nominal capacity of approximately 540 megawatts. It will be comprised of two (2) combustion turbine generators and one (1) steam turbine generator, along with other appropriate equipment and facilities. A description of the major construction-related cost components of the project follows.

**1. Excavation/Civil** – Consists of costs of materials and labor/services related to on-site excavation and civil improvements that would be permanent to the site. Said excavation and civil improvements shall be considered permanent if it is not economically practicable to physically remove them from the site, reinstall them at another site and use them for a similar purpose. This component includes:

- clearing and grubbing
- site leveling, excavation and backfill
- trenching and backfill associated with buried pipe and utilities
- erosion control measures
- landscaping
- site fencing
- surfacing of roads and parking areas
- foundations
- secondary containment areas
- cooling tower basin

**2. Buildings** – Consists of costs of materials and labor/services related to the erection and finishing of buildings, including any permanent fixtures inherent thereto.

**3. Mechanical/Electrical Equipment** – Consists of costs of material, equipment and labor/services associated with any equipment or facilities installed at the site for which it is economically practicable to physically remove such equipment or facilities from the site, reinstall them at another site, and use them for a similar purpose. This component includes:

- combustion turbine generators and all facilities integral thereto
- steam turbine generators and all facilities integral thereto
- heat recovery steam generators (boilers) and all facilities integral thereto
- exhaust stacks
- cooling tower (except cooling tower basin)
- shop-fabricated and field-erected tanks
- motors
- pumps
- valves
- high pressure steam piping
- heat exchangers
- air compressor/dryer
- natural gas fuel heaters/separators
- water/waste treatment equipment/system
- emissions testing equipment
- fire protection equipment
- instrumentation equipment
- security and monitoring systems
- communication systems
- electric substation equipment, including transformers, circuit breakers, switchgear, metering equipment, bus work, transmission towers and all facilities inherent thereto
- batteries and battery charges

**4. Electrical Wiring** – Consists of costs of material and labor/services for any permanent electric wiring facilities installed on site. Such facilities shall be considered permanent if it is not economically practicable to physically remove them from the site, reinstall them at another site, and use them for a similar purpose. This component includes:

- underground duct banks
- conduit
- grounding
- lightning protection
- cathodic protection
- power, control and instrument cables
- cable trays
- lights and receptacles
- heat tracing/freeze protection

5. **Piping** – Consists of costs of material and labor/services for any permanent piping facilities installed on site. Such facilities shall be considered permanent if it is not economically practicable to physically remove them from the site, reinstall them at another site, and use them for a similar purpose. This component includes:

- all underground and above-ground piping, except high-pressure steam piping
- pipe hangers and supports
- pipe insulation

6. **Real Estate** – Consists of the purchase price of the real estate on which the project will be located, as well as all other parcels located within the City of Meriden.

## EXHIBIT B

### Payment Schedule

Year	Amount of Payment
1	\$ 4,920,900
2	\$ 2,950,109
3	\$ 3,079,610
4	\$ 3,109,406
5	\$ 3,139,500
6	\$ 3,169,895
7	\$ 3,200,594
8	\$ 3,231,600
9	\$ 3,262,916
10	\$ 3,294,545
11	\$ 3,326,491
12	\$ 3,358,756
13	\$ 3,391,343
14	\$ 3,324,257
15	\$ 3,357,499
16	\$ 3,391,074
17	\$ 3,424,985
18	\$ 3,459,235
19	\$ 3,493,827
20	\$ 3,528,765
21	\$ 3,564,053
22	\$ 3,599,693.62
23	\$ 3,635,690.55
24	\$ 3,672,047.46
25	\$ 3,708,767.93
26	\$ 3,745,855.61
27	\$ 3,783,314.17
28	\$ 3,821,147.31
29	\$ 3,859,358.79
30	\$ 3,897,952.37
31	\$ 3,936,931.89
32	\$ 3,976,301.21



## GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (the "Guaranty") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **NRG ENERGY, INC.**, a corporation duly organized and existing under the laws of the State of Delaware (herein called "Guarantor"), for the benefit of the **CITY OF MERIDEN, CONNECTICUT**, a Connecticut municipal corporation (herein called "Meriden"). Guarantor and Meriden are individually referred to herein as a "Party" and together as the "Parties".

### RECITALS:

**WHEREAS**, Meriden Gas Turbines LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (herein called "MGT"), is a wholly owned affiliate of Guarantor;

**WHEREAS**, Meriden has entered into that certain Property Tax Payment Settlement Agreement, dated November \_\_\_, 2008 (as the same may be amended from time to time, the "Agreement"), with MGT;

**WHEREAS**, Section 3 of the Agreement requires MGT to obtain and deliver either a letter of credit or a parent company guarantee as security for MGT's payment of Deferred Amounts (as such term is defined in the Agreement) under the Agreement; and

**WHEREAS**, Guarantor, as ultimate parent company of MGT, wishes to enter into this Guaranty to satisfy the conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Guarantor unconditionally and irrevocably guarantees to Meriden that in the event of MGT failing to pay any and all Deferred Amounts, in whole or in part, when due under the Agreement, Guarantor shall immediately, upon first demand in writing by Meriden, pay such Deferred Amounts itself. Guarantor shall indemnify, hold harmless and keep indemnified Meriden against any and all losses, damages, claims, costs, charges, obligations, demands, liabilities and expenses, howsoever arising and by whomever asserted, as a result of or arising out of, or following, or consequential to said failure. Any written notice or demand required or permitted hereunder shall be deemed duly given (i) one (1) Business Day following the date sent when sent by overnight delivery and (ii) five (5) Business Days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, to the appropriate Party at its principal office or location.
2. The liability of Guarantor hereunder shall not be reduced or discharged by any alteration in the relationship between MGT and Meriden (with or without the knowledge or consent of Guarantor), or by any forbearance or indulgence by Meriden towards MGT or Guarantor whether as to payment, time or otherwise.
3. The Guarantor agrees that its obligations hereunder shall be absolute and unconditional (and shall not be subject to any advance, set-off, counterclaim or recoupment whatsoever), irrespective of the regularity

or enforcement of any of the foregoing agreements or this Guaranty or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor or any other circumstances which might otherwise limit the recourse of Meriden against the Guarantor. The Guarantor hereby waives diligence, presentment and demand for payment, protest, any notice of any assignment hereunder in whole or in part or of any default hereunder or under the Agreement and all notices with respect to this Guaranty or the Agreement and waives all privileges or rights which it may have as a guarantor, including any right to require Meriden to claim payment or to exhaust remedies against MGT or any other person. The Guarantor hereby waives to the fullest extent permitted by law, any and all notices and defenses to which it may be entitled by law to its obligations hereunder, including, without limitation, notice of acceptance of this Guaranty, and any requirement of diligence on the part of Meriden.

4. The obligations of Guarantor hereunder shall continue in full force and effect until the later to occur of: (i) the termination of the Agreement, and (ii) the date upon which all Deferred Amounts under the Agreement are paid in full.

5. This Guaranty and the undertakings herein contained are intended to take effect as an instrument under seal and shall be binding upon the successors and assigns of Guarantor and shall extend to and inure for the benefit of the successors of Meriden. This Guaranty shall not be affected by any change in the legal form of Guarantor or the manner of Guarantor's doing business, whether by incorporation, consolidation, merger, partnership formation, change in membership, or otherwise. No persons other than Meriden and its successors are intended as a beneficiary of this Guaranty nor shall any such person have any rights hereunder. Meriden may not assign or otherwise transfer any of its rights or obligations hereunder. This Guaranty may not be modified, amended or terminated except by a written agreement by and between the Parties.

6. Subject to Section 3 above, in the event of any claim under this Guaranty, Guarantor shall be entitled to assert any defense, set-off or counterclaim that MGT could assert had such claim been made directly against any person under the Agreement.

7. In the event there is any dispute under the Agreement that relates to a sum being claimed under this Guaranty, which dispute is under consideration by the appropriate tribunal, Guarantor agrees that any award resulting from such adjudication shall be conclusive and binding on it for purposes of determining its obligation under this Guaranty.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Connecticut, provided that any provision of such law invalidating any provision of this Guaranty or modifying the intent of the Parties as expressed in the terms of this Guaranty shall not apply. For purposes of any action or proceeding involving this Guaranty or any other agreement or document referred to herein, Guarantor hereby expressly submits to the jurisdiction of all federal and state courts located in the State of Connecticut and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule). GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) (I) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS GUARANTY OR THE AGREEMENT AND AGREES THAT ANY SUCH DISPUTE MAY BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY, AND (II) ANY RIGHT TO CONTEST THE APPROPRIATENESS OF ANY ACTION BROUGHT IN ANY COURT WITHIN THE JURISDICTIONS MENTIONED IN THE PRECEDING



SENTENCE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE AND FORUM NON CONVENIENS.

IN WITNESS WHEREOF, the Parties hereto have caused this Guaranty Agreement to be executed by their respective authorized representatives as of the date first written above.

**NRG ENERGY, INC.**

**CITY OF MERIDEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**WITNESSES: (one for each signature above)**

\_\_\_\_\_  
Name:

Address:

\_\_\_\_\_  
Name:

Address:

2. What are MGT's plans for its property at 600 South Mountain Drive in Meriden?

**RESPONSE:** MGT has the property listed for sale and intends to sell the property in its current condition.

3. What utilities have been brought to this property?

**RESPONSE:** As the power plant was not constructed, MGT obtains temporary retail electricity from CL&P from a distribution pole on the access road.

4. Was the natural gas supply line brought to the site?

**RESPONSE:** No. The natural gas supply line between the end of the main and the site was not constructed.

5. Was the 345 kV overhead electric transmission line brought to this site?

**RESPONSE:** No.

6. Is any fuel oil currently being stored on the site?

**RESPONSE:** No.

7. What work was completed on the water diversion infrastructure for the cooling of the plant?

**RESPONSE:** Work on the water diversion infrastructure was not initiated.

8. What is the status of South Mountain Road – is it a city street or a private drive?

**RESPONSE:** MGT constructed South Mountain Drive in 2001 and donated the land upon which the road is constructed and surrounding land to the City in 2006. The City has not formally accepted the road as a "city road." MGT has been maintaining the road by removing debris and fallen trees and plowing snow. The road is secured by a locked gate at the entrance.

9. What is the status of Sam's Road – is it a city street or a private drive?

**RESPONSE:** MGT is not aware of the status of Sam's Road.

10. What buildings and associated equipment (as defined under RCSA § 16-50j-2a(1)) are currently on the site?

**RESPONSE:** There are two unfinished buildings currently at the property and no associated equipment as defined in R.C.S.A. § 16-50j.2a.

11. What is the estimated cost of removing all existing buildings and associated equipment from the site?

**RESPONSE:** MGT has been advised from its real estate broker that prospective purchases may intend to repurpose the buildings and therefore MGT has not prepared an internal cost estimate to remove the existing structures from the site.

12. Are there any areas of the site that may need environmental mitigation in accordance with the D&O and D&M Plans? In what ways should any such mitigation be conducted?

**RESPONSE:** MGT is not aware of any environmental mitigation required on its site under the Decision and Order or Development and Management Plans.

13. Was the 0.9-acre wetland created to mitigate the loss of 0.098 acre of wetlands to have been lost in the construction of the site?

**RESPONSE:** Yes.

14. How is this site secured?

**RESPONSE:** The site is secured by a six foot tall, chain-link fence with a locked gate and a gatehouse that is physically manned routinely 24-hours per day, seven days per week.

15. In its last request for an extension of time for construction dated July 6, 2010, MGT indicated "all of the site civil work has been completed and nearly all of the power island structures are ready to accept installation of the actual equipment." Has this physical site status changed?

**RESPONSE:** The physical status of the site is unchanged since 2010.

16. Are there any federal, state or local guidelines for the restoration of trap rock ridges?

**RESPONSE:** No. MGT is not aware of any federal, Connecticut or local guidelines requiring the restoration of trap rock ridges. There are laws in place to protect trap rock ridges. However, the site is not located on a ridgeline or within a ridgeline protection area as shown on the City's Zoning Map.

**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

MERIDEN GAS TURBINES LLC CERTIFICATE : DOCKET NO. 190B  
OF ENVIRONMENTAL COMPATIBILITY AND :  
PUBLIC NEED FOR THE CONSTRUCTION, :  
MAINTENANCE, AND OPERATION OF A 530 MW :  
COMBINED CYCLE GENERATING PLANT IN :  
MERIDEN, CONNECTICUT. **Reopening of this** :  
**Docket pursuant to Connecticut General** :  
**Statutes § 4-181a(b) Limited to Counsel** :  
**Consideration of Changed Conditions** :  
**and Decommissioning Plan** : July 9, 2013

**MERIDEN GAS TURBINES LLC RESPONSES TO  
CONNECTICUT SITING COUNCIL INTERROGATORIES (SECOND SET)**

17. What is the status of the following permits?

- a. Army Corps of Engineers Permit for Water and Electric #199802612 dated 4/25/2000;

**RESPONSE:** The permit expired. The permitted work was completed or eliminated from the development plans due to contemplated changes in the design of the cooling water supply.

- b. CT DEP 401 Water Quality Certification, Permit No. WQC-199901215;

**RESPONSE:** The Water Quality Certification expired. This approval was a requirement of the Army Corps of Engineers permit (see 17.a. above).

- c. DEP General Permit for Discharge of Stormwater and Dewatering Wastewaters from Construction Activities dated 10/5/2000 and reissued 10/1/2008;

**RESPONSE:** MGT is no longer registered for this General Permit, which was required only for the construction phase.

- d. DEP Wastewater Discharge Permit No. SP0002358.

**RESPONSE:** The waste water discharge permit was never issued and was in draft form and would not have been issued until the related work was complete. There are currently no wastewater discharges on site.

- e. DEP Permit for Water Diversion from the Connecticut River issued 4/13/2000.

**RESPONSE:** MGT originally contemplated withdrawing cooling water and cooling tower makeup water from the Connecticut River via collector wells. The plan to divert water from the Connecticut River was revised with the intention of utilizing gray water (treated effluent), therefore MGT no longer required the referenced permit from DEP.

18. In its supplemental response to Council Interrogatory #3 for Docket 370B dated June 5, 2009, (a copy of which is attached for convenience), MGT indicated that "wetland/watercourse restoration following construction activities was not completed and upland area restoration following construction activities was not completed." Pursuant to the Council D&M Plan approval dated December 13, 2001 (a copy of which is also attached for convenience), MGT was ordered by the Council to restore disturbed wetlands and intermittent watercourses. What is the current status of the restoration for wetland/watercourses and upland areas?

**RESPONSE:** See Response to CSC No. 13. MGT is not aware of any other wetland/watercourse mitigation or restoration that is required on the site at this time.

19. In its supplemental response to Siting Council Interrogatory No. 3 for Docket 370B dated June 5, 2009, (a copy of which is attached for convenience), MGT indicated that "landscaping and stormwater controls not adversely affected by unbuilt portions of the facility were completed." What is the current status of landscaping and stormwater controls adversely affected by unbuilt portions of the facility?

**RESPONSE:** NRG is not aware of any adverse impacts on unconstructed portions of the facility.

20. In response to Siting Council Interrogatory No. 13 for Docket 370B dated may 29, 2009, (a copy of which is attached for convenience), MGT indicated "no wetlands were created following the approval of the project. MGT, however, has been monitoring existing wetlands on a monthly basis." Pursuant to FOF No. 76 of the Council's April 27, 1999 final decision for Docket 190 and the D&M plan submitted by MGT on August 2, 2001, MGT was to establish a .9-acre wetland to mitigate the .098-acres of wetlands to be removed and plants were to be established in various ecological zones around the created wetland. Has the .098-acres of wetlands been removed? What is the current status of the created .9-acre wetland?

**RESPONSE:** See response to CSC No. 13.

21. In its response to Siting Council Interrogatory No. 1 for Docket 370B dated May 29, 2009 (a copy of which is attached for convenience), MGT indicated, "Environmental regulations have evolved over the ten years since the original application was approved. These changes have necessitated different mitigation measures and additional permit filings." Please explain the different mitigation measures and additional permit filings. Have there been any additional changes since 2009?

**RESPONSE:** The reference to mitigation measures and additional permit filings relates to change in air emission standards including Best Available Control Technology, particulate matter less than 2.5 microns (PM 2.5), requirements for ultra-low sulfur distillate and ammonia slip. NRG is not aware of any changes since 2009 that would be applicable to the site.

22. Pursuant to FOF No. 77 of the Council's April 27, 1999 final decision for Docket 190, has the Certificate Holder maintained an undisturbed vegetative buffer equal to the average height of the dominant trees, or 50 feet, whichever is greater, around the vernal pools? Please provide details of the vegetative buffer, as well as any other measures taken to protect the vernal pools on site.

**RESPONSE:** The vegetative buffer consists of natural forest, which is protected by a conservation easement, NRG no longer owns the land upon which the vernal pools are located.

23. Pursuant to the Council's D&M plan approval dated August 29, 2001 and the staff report appended thereto, the statement is made that "details on final stormwater management features would be provided in a future D&M Plan." Have stormwater management features been finalized? If so, please provide the details of the final stormwater management features.

**RESPONSE:** All the storm water features have been installed in accordance with the approved plans with the exception of seeding the retention area with wetland plant species and installation of the retention pond outlet box cover. Both measures are activities that would be covered by a construction bond.

24. Please submit an as-built survey for the site property stamped by a Professional Engineer duly licensed in the State of Connecticut.

**RESPONSE:** As-built plans document finished conditions. As the construction work was suspended, the general contractor was not asked to prepare as built surveys. The construction bond held by the City of Meriden would account for this work yet to be completed.

25. Pursuant to Condition No. 10 of the Council's final decision for Docket 190A (a copy of which is attached for convenience) dated March 3, 2011, does the

Certificate Holder have an Emergency Response/Safety Plan for the site property? Please describe details of this plan.

**RESPONSE:** The Emergency Response/Safety Plan contemplated power plant operations. As no power plant has been constructed and the site is secure and unoccupied other than by one guard, the Meriden site is monitored by personnel at NRG's Middletown Station. Any contractors that are brought on site for general maintenance such as snow plowing and natural debris removal are required to have the necessary insurance and follow Middletown Station contractor work rules.

**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

MERIDEN GAS TURBINES LLC CERTIFICATE	:	DOCKET NO. 190B
OF ENVIRONMENTAL COMPATIBILITY AND	:	
PUBLIC NEED FOR THE CONSTRUCTION,	:	
MAINTENANCE, AND OPERATION OF A 530 MW	:	
COMBINED CYCLE GENERATING PLANT IN	:	
MERIDEN, CONNECTICUT. <b>Reopening of this</b>	:	
<b>Docket pursuant to Connecticut General</b>	:	
<b>Statutes § 4-181a(b) Limited to Counsel</b>	:	
<b>Consideration of Changed Conditions</b>	:	
<b>and Decommissioning Plan</b>	:	July 9, 2013

**MERIDEN GAS TURBINES LLC RESPONSES TO  
THE CITY OF MERIDEN INTERROGATORIES**

1. Provide a list of all permits, authorizations, or approvals issued to or obtained by MGT for the 530-megawatt combined cycle electric generating facility (the "Project") at 600 South Mountain Road, Meriden, Connecticut (the "Site") and the current status of each of these permits.

**RESPONSE:** Please refer to the attached letter to Attorney Philip Small from Attorney Charles Ray regarding Relinquishment or Surrender of Permits for Construction and Operation of a Generating Facility, dated May 17, 2013.



May 17, 2013

Via: Email psmall@brownrudnick.com

Philip M. Small  
Brown Rudnick  
CityPlace I  
185 Asylum Street  
Hartford, CT 06103

**Re: Relinquishment or Surrender of Permits for Construction and  
Operation of a Generating Facility**

Charles D. Ray  
Partner  
T. 860.275.6774  
F. 860.560.5981  
cray@mccarter.com

Dear Attorney Small:

This letter is in response to your request that Meriden Gas Turbines LLC ("MGT") demonstrate its relinquishment or surrender of the material permits for the construction and operation of a combined cycle electricity generating station ("Generating Station") pursuant to the terms of the Property Tax Settlement Agreement between MGT and the City of Meriden ("City") and pursuant to the Stipulation signed by the parties and filed with the Court on March 26, 2013 ("Stipulation"). The Stipulation provides in part that "[o]nce MGT has surrendered the material permits, the City shall stipulate that MGT has abandoned the Project of purposes of the Stipulated Judgment and Settlement Agreement."

Review of the relevant records reveals that all of the material permits associated with construction and operation of the Generating Station either: 1) have been relinquished; 2) have been surrendered; 3) have not been renewed; or 4) have previously expired. Accordingly, we hereby request that the City, in accordance with its obligations under the Stipulation, provide its stipulation that MGT has abandoned the Project for purposes of the Stipulated Judgment and Settlement Agreement.

In this regard and more particularly, the following are permits/approvals that have expired and/or have been relinquished or surrendered by MGT and/or have previously expired:

- Town of Berlin Approvals
  - Berlin Planning and Zoning Commission
    - Site Plan Approval for a Utility (GIS) Substation. **Issued 12/16/1999 and now expired.**

McCarter & English, LLP  
CityPlace I  
185 Asylum Street  
Hartford, CT 06103-3495  
T. 860.275.6700  
F. 860.724.3397  
www.mccarter.com

BOSTON

HARTFORD

NEW YORK

NEWARK

PHILADELPHIA

STAMFORD

WILMINGTON

- Section 8-24 approval to grant easement to install a water pipeline. **Relinquished or surrendered by April 4, 2013 correspondence (copy attached).**
- Berlin Zoning Board of Appeals
  - Special Permit for a proposed gas insulated switchgear facility. **Issued 11/29/1999 and now expired.**
- Berlin Inland Wetlands
  - Permit for Joint Utility Corridor. **Approved 10/5/1999 and now expired.**
- City of Meriden
  - Meriden Planning Commission
    - Site Plan Approval. **Expired.**
  - Meriden Inland Wetlands and Watercourse Commission
    - Declaration of Minor Activity. **Expired.**
    - Declaration of Minor Activity and Approval of Subdivision and Roadway. **Expired.**
    - Approval Letter for Joint Utility Corridor. **Expired and relinquished or surrendered by April 3, 2013 correspondence (copy attached).**
  - Meriden Department of Public Works Public Utility Commission
    - Conceptual Approval for Connection to Municipal Wastewater System. **Relinquished or surrendered by April 3, 2013 correspondence (copy attached).**
  - Other
    - Water and Sewer Agreement by and between City of Meriden and Meriden Power Company. **Relinquished or surrendered by April 3, 2013 correspondence (copy attached).**
    - Variance for Equipment Storage. **Expired and not material (copy of certificate attached).**
    - Site Plan Approval for New Laydown Area. **Expired.**

Philip M. Small, Esq.  
May 17, 2013  
Page 3

- Wetlands Approval for Equipment Storage and Ass. Access Road.  
**Expired and/or not material.**
- Building permits. **Not Material.**
- State of Connecticut
  - Connecticut Siting Council
    - Docket 190 and 190A Certificate of Environmental Compatibility and Public Need. **Relinquished or surrendered by correspondence dated March 20, 2013; March 25, 2013, and March 26, 2013 (copies attached).**
  - Department of Energy and Environmental Protection
    - Air Permit. Permit No. 100-0088-Stack 1; Permit No. 100-0089-Stack 2.  
**Permit revoked effective 4/5/2013 (copy attached).**
    - General Permit Registration for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities and Application.  
**Not applicable due to construction inactivity.**
    - Water Diversion Permit. **Relinquished or surrendered by April 3, 2013 correspondence (copy attached).**
  - Connecticut River Watershed Council
    - Enhancement Agreement. **Relinquished or surrendered by April 3, 2013 correspondence (copy attached).**
- Federal
  - National Railroad Passenger Corporation.
    - License Agreement. **Relinquished or surrendered by March 25, 2013 correspondence (copy attached).**
  - EPA
    - CAMD Status. **Cancelled 4/5/2013.**

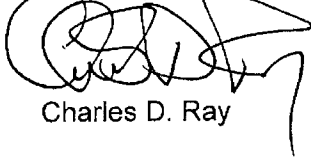
Philip M. Small, Esq.  
May 17, 2013  
Page 4

- o Army Corps of Engineers
  - Fill Permit. **Expired.**

Given the foregoing, all permits have been relinquished or surrendered (to the extent possible), have expired, or are not material. MGT is not aware of any material permits or approvals that are still in full force and effect and that it has not relinquished or surrendered. Moreover, as indicated in its letter dated September 26, 2012, to the City, MGT has launched a sale process for the Meriden site and MGT clearly has no intention of ever building a generating station at the Meriden site.

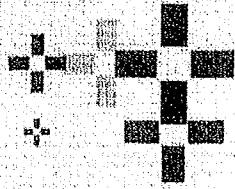
Given the foregoing and in accordance with the Stipulation, please provide me with the City's stipulation that MGT has abandoned the material permits and has also abandoned the Project for purposes of the Stipulated Judgment and Settlement Agreement.

Sincerely yours,



Charles D. Ray

Enclosures



NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

April 4, 2013

Mr. Bruce Moore, Chair  
Berlin Planning and Zoning Commission  
Berlin Town Hall  
240 Kensington Road  
Berlin, CT 06037

Dear Mr. Moore:

Meriden Gas Turbine LLC ("MGT") hereby provides notice to the Berlin Planning and Zoning Commission ("Commission") that it elected, effective April 3, 2013, to abandon its proposed gas turbine project at Meriden ("Project"). As a consequence of such abandonment, MGT is hereby abandoning the following approval issued by the Commission and related to the water supply system for the Project.

1. Section 8-24 approval to grant a lease or easement to install a water pipeline within Town road rights-of-way including a potable interconnection at Pasco Hill Road – issued December 14, 1999 and modified on May 7, 2002

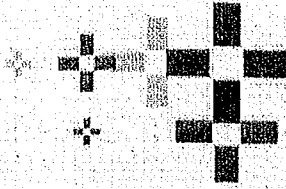
No construction ever commenced on the water pipeline or water supply system and the related power plant was not constructed.

If you have any questions or require additional information, please contact Ms. Cynthia L. Karlic at 860-343-6962 or by email at [cynthia.karlic@nrgenergy.com](mailto:cynthia.karlic@nrgenergy.com). Also, please direct all correspondence on the above matter to my attention.

Sincerely,

A handwritten signature in cursive script that reads "William Lee Davis".

William Lee Davis  
President  
Meriden Gas Turbines LLC



NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

April 3, 2013

Lawrence J. Kendzior, City Manager  
Brian Ennis, P.E., Associate City Engineer  
Howard Weissberg, P.E., PTOE, Associate City Engineer  
City of Meriden  
142 East Main Street, City Hall  
Meriden, CT 06450-5605

Re: Meriden Gas Turbines, LLC – City of Meriden Agreements and Approvals

Dear Messrs. Kendzior, Ennis and Weissberg:

As you know, Meriden Gas Turbines, LLC (“MGT”), successor to Meriden Power Company and PDC-El Paso Meriden LLC, has decided to permanently abandon its plans to construct a 544 MW gas-fired power plant in Meriden (the “Project”). MGT has notified the Connecticut Siting Council that it has surrendered its Certificate of Environmental Compatibility and Public Need effective April 3, 2013.

The City had issued a Conceptual Approval for Connection to Municipal Wastewater System to PDC-El Paso Meriden LLP on July 8, 1999 which would become effective upon issuance of a discharge permit from the Connecticut Department of Energy and Environmental Protection (“DEEP”). Such permit was never issued by the DEEP or any other agency; nor will it ever be, given MGT’s abandonment of the Project.

Also, the City and MGT had entered into a Water and Sewer Agreement dated August 2000. Accordingly, the permanent abandonment of the Project obviates the need for the City to provide water or sewer services for the Project, and any permits or approvals issued for that purpose are hereby abandoned and withdrawn effective April 3, 2013.

Finally, the City issued a Utility Corridor Wetlands permit for the construction of the utilities in the corridor from the City limit to the Project site. This permit is also abandoned effective April 3, 2012.

In accordance with prior discussions and the letter agreement dated March 25, 2013 between MGT and the City, the City and MGT agreed that the surrender or abandonment of the permits and approvals described herein are effective for purposes of the abandonment provided for in Paragraph 6 of the Property Tax Settlement Agreement even though the City and MGT reserved their rights as to any other claims or defenses regarding such permits, including any claim that permit surrender does or does not require agency approval, or that any conditions or obligations may or may not survive surrender of any permit.

Please let me know if you have any questions. I can be reached at 609-524-5396 or by email at [lee.davis@nrgenergy.com](mailto:lee.davis@nrgenergy.com). Also, please direct all correspondence on the above matter to my attention.

Sincerely,

William Lee Davis  
President  
Meriden Gas Turbines LLC

3362 189



ZONING BOARD OF APPEALS  
CITY HALL - MERIDEN, CONNECTICUT 06450

APPEAL NO. 3859

**CERTIFICATE OF VARIANCE OR SPECIAL EXCEPTION**

This is to certify that Meriden Gas Turbines LLC was granted a Variance by the Meriden Zoning Board of Appeals on June 1, 2004 for property located at 525 Kensington Avenue Assessor's Block No. 249, Lot No. 36, in the City of Meriden, County of New Haven, State of Connecticut for which WEA Meriden Square, LLC c/o Westfield Shoppingtown are the owners.

010226

**THIS PERMIT WAS GRANTED AS FOLLOWS**

Appeal #3859 – Owner WEA Meriden Square, LLC c/o Westfield Shoppingtown/Applicant Meriden Gas Turbines, LLC of 525 Kensington Avenue requesting a renewal of Variance to use parcel for equipment storage and light assembly in connection with Meriden Gas Turbines LLC power plant construction in a C-2 zone. (APPROVE WITH CONDITIONS)

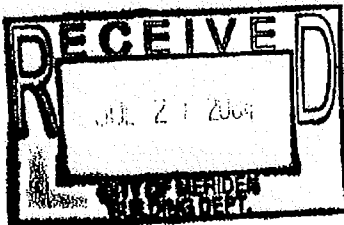
Mr. Hall made a motion to approve a renewal of a Variance with a condition to use parcel for equipment storage and light assembly in connection with Meriden Gas Turbines LLC power plant per Section 213-20B of the zoning regulations in a C-2 zone. The motion was seconded by Mr. Raguckas and passed by a vote of four in favor. (Hall, Jones, Raguckas, DeMayo) Mr. Danby voted against the motion. The condition is as follows: **This Variance is renewed for a period of one year and therefore will expire June 1, 2005.**

In the opinion of the Board the Variance will not create a traffic or fire hazard, will not block or hamper the town pattern of highway circulation, nor tend to depreciate the value of property in the neighborhood or be otherwise detrimental or aggravating to the neighborhood or its residents or alter the neighborhoods essential characteristics.

This approval shall not become effective, nor will a building permit be issued, until this copy certified by the Zoning Board of Appeals, is recorded in the office of the City Clerk in the Land Records of the City of Meriden at the expense of the owner of record.

Chairman Edwin J. Jones, or  
Britt J. Hall, Vice Chairman  
Kevin Danby, Secretary

MERIDEN ZONING BOARD OF APPEALS



7/26/04  
RECEIVED FOR RECORD AT 3:25  
IRENE G. MASSE, CITY CLERK



**PRIVILEGED & CONFIDENTIAL**

March 20, 2013

Robert Stein, Chairman  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051

Re: Dockets No. 190 and No. 190A -- Meriden Gas Turbines, LLC -- Withdrawal of  
Certificate of Environmental Compatibility and Public Need

Jane K. Warren  
Partner  
T. 860.275.6781  
F. 860.724.3397  
jwarren@mccarter.com

Dear Chairman Stein:

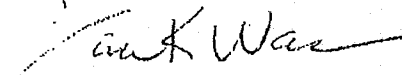
On behalf of our client, Meriden Gas Turbines, LLC ("MGT"), please be advised that MGT hereby terminates the project and surrenders the Certificate of Environmental Compatibility and Public Need issued by the Connecticut Siting Council in Docket No. 190, as amended by the Connecticut Siting Council's Decision and Order in Docket No. 190A (the "Certificate").

McCarter & English, LLP  
CityPlace I  
185 Asylum Street  
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F. 860.724.3397  
www.mccarter.com

The Petition of the City of Meriden to Reopen and Modify Decision and Order in Docket No. 190 Due to Changed Conditions, and for Party Status is rendered moot by MGT's termination of its Certificate. Without a Certificate, MGT's property consists only of two commercial buildings containing no power equipment and is outside of the jurisdiction of the Connecticut Siting Council.

Should you have any questions, please feel free to contact me.

Very truly yours,

  
Jane K. Warren

JKW/kam

cc: Service List, Docket No. 190

**RECEIVED**  
MAR 20 2013

CONNECTICUT  
SITING COUNCIL

BOSTON

HARTFORD

NEW YORK

NEWARK

PHILADELPHIA

STAMFORD

WILMINGTON

Certification

I hereby certify that a copy of the foregoing document was mailed to the following service list on March 20, 2013.

Applicant

Meriden Gas Turbines, LLC

Its Representatives

Andrew W. Lord, Esq.  
Murtha Cullina LLP  
CityPlace I, 185 Asylum Street  
Hartford, CT 06103-3469

Raymond G. Long  
Director, Government Affairs  
NRG Energy, Inc.  
Middletown Station  
P.O. Box 1001  
1866 River Road  
Middletown, CT 06457

Jonathan Milley  
Vice President, NE Region  
NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

NRG Energy, Inc.  
c/o Julie I. Friedberg, Senior Counsel-NE  
211 Carnegie Center  
Princeton, NJ 08540

Intervenor

The Connecticut Light and Power Company

Its Representatives

Stephen Gibelli, Esq.  
Associate General Counsel  
The Connecticut Light & Power Company  
P.O. Box 270  
Hartford, CT 06141-0270

John R. Morissette  
Manager -Transmission Siting and Permitting  
The Connecticut Light & Power Company  
P.O. Box 270  
Hartford, CT 06141-0270

Christopher R. Bernard  
Manager, Regulatory Policy (Transmission)  
The Connecticut Light & Power Company  
P.O. Box 270  
Hartford, CT 06141-0270

**Intervenor**

Rivers Alliance of Connecticut/  
Farmington River Watershed Association

**Its Representatives**

Eric Hammerling, President  
Rivers Alliance of Connecticut  
P.O. Box 1797  
Litchfield, CT 06759

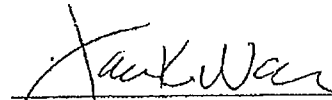
Kevin Case  
Farmington River Watershed Association  
749 Hopmeadow Street  
Simsbury, CT 06070

**Party**

Quinnipiac River Watershed Association

**Its Representatives**

Mary Mushinsky  
Executive Director  
Quinnipiac River Watershed Association  
P.O. Box 2825  
Meriden, CT 06450

  
\_\_\_\_\_  
Jane K. Warren  
McCarter & English, LLP  
CityPlace I, 36<sup>th</sup> Floor  
185 Asylum Street  
Hartford, CT 06103  
(860) 275-6781

**PRIVILEGED & CONFIDENTIAL**

March 25, 2013

Robert Stein, Chairman  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051

Re: Dockets No. 190 and No. 190A -- Meriden Gas Turbines, LLC -- Withdrawal of  
Certificate of Environmental Compatibility and Public Need

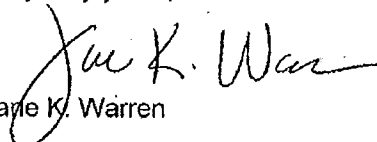
Jane K. Warren  
Partner  
T. 860.275.6781  
F. 860.724.3397  
jwarren@mccarter.com

Dear Chairman Stein:

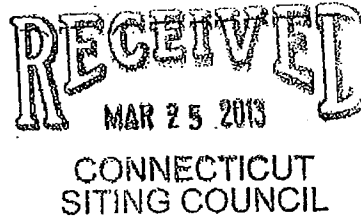
This letter supplements the letter dated March 20, 2013, attached hereto, sent by the undersigned on behalf of our client, Meriden Gas Turbines, LLC. Please be advised that the termination of the project and surrender of the Certificate of Environmental Compatibility and Public Need referenced in our March 20 letter were intended to and do have an effective date 15 days after the delivery of our March 20, 2013 letter, i.e. on April 3, 2013.

McCarter & English, LLP  
CityPlace I  
185 Asylum Street  
Hartford, CT 06103-3495  
T. 860.275.6700  
F. 860.724.3397  
www.mccarter.com

Very truly yours,

  
Jane K. Warren

JKW/kam



BOSTON

cc: Service List, Docket No. 190

HARTFORD

Phillip Small, Esq.

NEW YORK

Deborah Moore, Esq.

NEWARK

PHILADELPHIA

STAMFORD

WILMINGTON

Certification

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Applicant

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Its Representatives

Andrew W. Lord, Esq.  
Murtha Cullina LLP  
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Vice President, NE Region  
NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

NRG Energy, Inc.  
c/o Julie L. Friedberg, Senior Counsel-NE  
211 Carnegie Center  
Princeton, NJ 08540

Intervenor

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Hartford, CT 06141-0270

**Intervenor**

Rivers Alliance of Connecticut/  
Farmington River Watershed Association

**Its Representatives**

Eric Hammerling, President  
Rivers Alliance of Connecticut  
P.O. Box 1797  
Litchfield, CT 06759

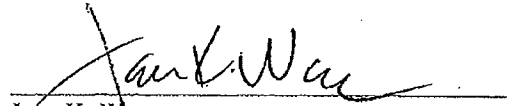
Kevin Case  
Farmington River Watershed Association  
749 Hopmeadow Street  
Simsbury, CT 06070

**Party**

Quinnipiac River Watershed Association

**Its Representatives**

Mary Mushinsky  
Executive Director  
Quinnipiac River Watershed Association  
P.O. Box 2825  
Meriden, CT 06450

  
\_\_\_\_\_  
Jane K. Warren  
McCarter & English, LLP  
CityPlace I, 36<sup>th</sup> Floor  
185 Asylum Street  
Hartford, CT 06103  
(860) 275-6781

**MCCARTER  
& ENGLISH**  
ATTORNEYS AT LAW

**RECEIVED**  
MAR 26 2013

March 26, 2013

Robert Stein, Chairman  
Connecticut Siting Council  
Ten Franklin Square  
New Britain, CT 06051

CONNECTICUT  
SITING COUNCIL

Re: Dockets No. 190 and No. 190A – Meriden Gas Turbines, LLC – Withdrawal of  
Certificate of Environmental Compatibility and Public Need

Dear Chairman Stein:

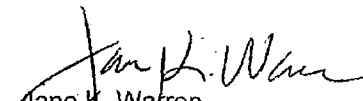
Jane K. Warren

Partner  
T. 860.275.6781  
F. 860.724.3397  
jwarren@mccarter.com

So as to avoid any uncertainty as to the effect of our withdrawal of the Certificate, and the Petition recently filed by the City of Meriden, we wish to bring to your attention the Stipulation enclosed herewith. The Stipulation sets forth the agreement of Meriden Gas Turbines, LLC ("MGT") and the City regarding the effect of MGT's surrender of permits, including its withdrawal of the captioned Certificate.

McCarter & English, LLP  
CityPlace I  
185 Asylum Street  
Hartford, CT 06103-3495  
T. 860.275.6700  
F. 860.724.3397  
www.mccarter.com

Very truly yours,

  
Jane K. Warren  
JKW/kam

Enclosures

cc: Service List, Docket No. 190 (w/enc.)  
Phillip Small, Esq. (w/enc.)  
Deborah Moore, Esq. (w/enc.)

BOSTON

HARTFORD

NEW YORK

NEWARK

PHILADELPHIA

STAMFORD

WILMINGTON

**CERTIFICATION**

I hereby certify that a copy of the foregoing document was mailed to the following service list on March 26, 2013.

**Applicant**

Meriden Gas Turbines, LLC

**Its Representatives**

Andrew W. Lord, Esq.  
Murtha Cullina LLP  
CityPlace I, 185 Asylum Street  
Hartford, CT 06103-3469

Raymond G. Long  
Director, Government Affairs  
NRG Energy, Inc.  
Middletown Station  
P.O. Box 1001  
1866 River Road  
Middletown, CT 06457

Judith E. Lagano  
Director, Asset Management  
NRG Energy, Inc.  
Manresa Island Avenue  
South Norwalk, CT 06854

Mahendra Churaman  
Senior Counsel, Northeast - Northeast Legal  
NRG Energy, Inc.  
104-3 Carnegie Center  
Princeton, NJ 08540-6213

**Intervenor**

The Connecticut Light and Power Company

**Its Representatives**

Stephen Gibelli, Esq.  
Associate General Counsel  
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P.O. Box 270  
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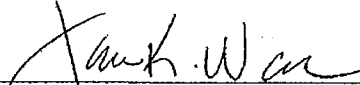
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185 Asylum Street  
Hartford, CT 06103  
(860) 275-6781

NO. NNI-CV-05-4003243S

MERIDEN GAS TURBINE LLC

v.

CITY OF MERIDEN

) SUPERIOR COURT

) JUDICIAL DISTRICT OF NEW HAVEN

) AT MERIDEN

) MARCH 25, 2013

**STIPULATION**

Plaintiff Meriden Gas Turbine LLC ("MGT") and Defendant City of Meriden ("City"),  
by their respective counsel, hereby stipulate to the following:

1. Both the prior lawsuit with MGT's motion to enforce and MGT tax appeal on the real estate shall be transferred to the Tax Court docket of the Superior Court in New Britain, and MGT's tax appeal on the personal property shall be transferred as well once it is filed.
2. The City will file its brief in opposition to MGT's motion to enforce by April 5.
3. The City will withdraw its motion to dismiss now, with the understanding that if MGT has not completed the abandonment of the material permits, the City can reassert that motion. Once MGT has surrendered the material permits, the City shall stipulate that MGT has abandoned the Project for purposes of the Stipulated Judgment and Settlement Agreement.

4. Other than as noted in this paragraph, the City agrees that it will not assert any preconditions to MGT's abandonment of its permits or approvals and the City will not seek to assert any delay of the effective date of the abandonments including as a consequence of any claim that surrender of a permit requires agency approval or justified other agency action. While the City and MGT agree that the surrender or abandonment or relinquishment of those permits are effective for purposes of the abandonment provided for in Paragraph 6 of the Property Tax Settlement Agreement, the City and MGT reserve their rights as to any other claims or defenses regarding such permits and the surrender of such permits, including any claim that permit surrender does or does not require agency approval, or that any conditions or obligations may or may not survive surrender of any permit. No such claims or defenses are established or conceded by this agreement, and the parties will address such matters at another time or times. As to those the City may assert that MGT will have some continuing obligations under those permits even after they are abandoned, but those continuing obligations will not delay the effective date of the abandonment.

5. MGT will immediately inform the Siting Council in writing, with copies to counsel for the City, that the effective date of its surrender or relinquishment of its certificate is April 3, 2013.

The City does not and will not contend that any actions by the Siting Council can have the effect of delaying the date of abandonment for purposes of Paragraph 6 of the Property Tax Settlement Agreement.

PLAINTIFF,  
MERIDEN GAS TURBINES LLC

Dated: March 25, 2013

By: /s/ Timothy S. Fisher  
Timothy S. Fisher  
McCarter & English, LLP  
185 Asylum Street  
CityPlace I  
Hartford, CT 06103  
860-275-6700  
Juris # 41909

Its Attorneys

DEFENDANT,  
THE CITY OF MERIDEN

Dated: March 25, 2013

By: /s/ Philip M. Small  
Philip M. Small  
Lee S. Sharp  
Brown Rudnick LLP  
185 Asylum Street, 38<sup>th</sup> Floor  
Hartford, CT 06103  
(860) 509-6575  
Juris # 403862

Its Attorneys

**CERTIFICATION**

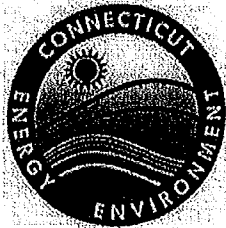
The undersigned hereby certifies that a copy of the foregoing was sent electronically and via U.S. Mail, postage prepaid to the following counsel of record this 25th day of March, 2013:

Timothy S. Fisher  
Charles D. Ray  
McCarter & English, LLP  
185 Asylum Street  
Hartford, CT 06103

/s/ Philip M. Small  
Philip M. Small

61131024 v1-024513/0002

ME1 15264637v.1



**Connecticut Department of  
Energy & Environmental Protection  
Bureau of Air Management  
Engineering & Enforcement Division**

## License Revocation Request Form

Please complete this form in accordance with the instructions (DEEP-AIR-INST-REQ-004) in order to ensure the proper handling of your revocation request. Print or type unless otherwise noted.

**There is no fee required.** [1763]

Please submit one revocation request form for each affected premises.

Submit completed form to the address noted at the end of this form.

CPPU USE ONLY	
App #:	_____
Doc #:	_____
Town #:	_____
Premises #:	_____
<b>Program: Air Engineering</b>	

Questions? Visit the [Air Permitting](#) web page or contact the Air Permitting Engineer of the Day at 860-424-4152.

Licenses issued by the DEEP Bureau of Air Management include New Source Review Permits, Title V Permits, Title IV Permits, GPLPE Approval of Registrations and Registrations issued under the former RCSA section 22a-174-2.

### Part I: Licensee Information

Note: Only the current Licensee can request the revocation of a license.

1. Fill in the name of the licensee(s) as indicated on the license.

Licensee: **Meriden Gas Turbine LLC**

Mailing Address: **P. O. Box 1001**

City/Town: **Middletown**

State: **CT**

Zip Code: **06457-1001**

Contact Person: **Cynthia Karlic**

Title: **Environmental Director**

Business Phone: **860-343-6962**

ext.

E-Mail: **cynthia.karlic@nrenergy.com**

- Check here if there are co-licensees. If so, label and attach additional sheet(s) to this sheet with the required information.

### Part I: Licensee Information (continued)

2. List any other engineer(s), consultant(s) or attorney(s) employed or retained to assist in preparing the request form, if applicable.		
<input type="checkbox"/> Check here if additional sheets are necessary, and label and attach them to this sheet.		
Company Name:		
Mailing Address:		
City/Town:	State:	Zip Code:
Contact Person:	Title:	
Business Phone:	ext.	
E-Mail:		
Service Provided:		

### Part II: Premises Information

1. Premises Name: <b>Meriden Station</b>		
Premises Address: <b>South Mountain Drive</b>		
City/Town: <b>Meriden</b>	State: <b>CT</b>	Zip Code: <b>06450</b>
2. Site Manager: <b>Jeff Araujo</b>		
Business Phone: <b>508-509-2476</b>	ext.	
E-Mail: <b>jeffrey.araujo@nrgenergy.com</b>		
3. Will the premises be operating under a Title V permit or the GPLPE after the completion of the revocation request process? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, indicate license no.:		

### Part III: License(s) Information

For each license that is included in this revocation request, list the license type and reason for requesting the revocation, as indicated in the box below. Also provide the license number, a description of the emissions unit and its construction date that is the subject of the license. Please list each license on a separate line.

<b>License Type:</b> NSR – New Source Review Permit, TV – Title V Permit, TIV – Title IV Permit, GPLPE – GPLPE Approval of Registration, R – Registration issued under former RCSA section 22a-174-2
<b>Reason for Revocation:</b> The Emissions Unit has been: R – Removed, I – Rendered Physically Inoperable, S – Shut Down, D – Dismantled, -3b – Emissions unit will operate under RCSA section 22a-174-3b, -3c – Emissions unit(s) will operate under RCSA section 22a-174-3c, N – License is no longer required since potential emissions from the emissions unit are below the permitting thresholds of RCSA section 22a-174-3a, O – Other, as specified by Attachment D on page 3 of this form.

**Part III: License(s) Information (continued)**

1. License Type	2. License No.	3. Emissions Unit Description	4. Construction Date	5. Reason for Revocation
NSR	100-0088	Combustion Turbine	Never built	O
NSR	100-0089	Combustion Turbine	Never built	O

Check here if additional sheets are required to identify all licenses that are included in this revocation request. If so, please reproduce this sheet, label, and attach additional sheet(s) with the required information to this sheet.

**Part IV: Revocation Request Date**

Indicate the requested effective date of revocation. The date indicated may be no earlier than 45 days after the submittal date of this request unless the right to request a hearing is waived in Part IV.2 below. In that case, the date may be no earlier than 15 days after the submittal date of this request. The licensee may waive the right to request a hearing in accordance with RCSA section 22a-3a-6(i).

1. Requested Date of Revocation: <u>April 5, 2013</u>
2. Waive the Right to Request a Hearing within 30 Days of Revocation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Part V: Attachments**

Attachments are required when the *Reason for Revocation* indicated in Part III.5 of this request form is **N** – License is no longer required, **-3b** – Emissions unit will operate under RCSA section 22a-174-3b, or **-3c** – Emissions unit(s) will operate under RCSA section 22a-174-3c. Please see below.

Please check the attachments being submitted as verification that all applicable attachments have been submitted with this request form. When submitting such documents, please label the documents as indicated in this Part (e.g., Attachment A, etc.) and be sure to include the licensee's name.

<input type="checkbox"/>	Attachment A:	Emissions Unit Calculations - For each <b>NSR</b> or <b>R</b> license where <b>N</b> is indicated in Part III.5 of this revocation request form - Calculations showing the annual potential emissions from the associated emissions unit after the revocation of such license.
<input type="checkbox"/>	Attachment B:	<i>Premises Total Annual Potential Emissions</i> (DEEP-AIR-REQ-004B) - For license(s) where <b>N</b> or <b>-3b</b> is indicated in Part III.5 of this revocation request form - Premises total annual potential emissions after the revocation of the license(s). (See attached form DEEP-AIR-REQ-004B)  Note: Attachment B is NOT required for premises with a valid Title V Permit or GPLPE Approval of Registration as indicated in Part II.3 of this revocation request form.
<input type="checkbox"/>	Attachment C:	Demonstration of Compliance - For license(s) where <b>-3b</b> or <b>-3c</b> is indicated in Part III.5 of this revocation request form – Demonstration of how the emissions unit(s) will comply with RCSA section 22a-174-3b or -3c after the revocation of the license(s).
<input checked="" type="checkbox"/>	Attachment D:	Provide "Other" Reason for Revocation (provide documentation as necessary):  <u>Meriden Gas Turbine LLC has decided not to proceed with the project.</u>



**Part VI: Certification**

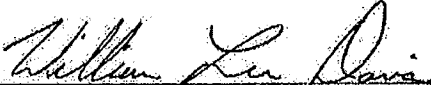
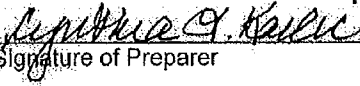
The licensee and the individual(s) responsible for actually preparing the *License Revocation Request Form* must sign this part. This form will be considered incomplete unless all signatures asked for are provided. If the licensee is the preparer, please mark N/A in the spaces provided for the preparer.

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I certify that this request is on complete and accurate forms as prescribed by the commissioner without alteration of their text.

I understand that a false statement made in the submitted information may be punishable as a criminal offense, under section 22a-175 of the Connecticut General Statutes, under section 53a-157b of the Connecticut General Statutes, and in accordance with any applicable statute.

The registrant, permittee, or duly authorized representative of the registrant or permittee certifies that their signature being submitted herein complies with section 22a-174-2a(a) of the Regulations of Connecticut State Agencies."

	<u>3/19/13</u>
Signature of Licensee	Date
<u>William Lee Davis</u>	<u>President</u>
Name of Licensee (print or type)	Title (if applicable)
	<u>3-20-13</u>
Signature of Preparer	Date
<u>Cynthia L. Karlic</u>	<u>Environmental Director</u>
Name of Preparer (print or type)	Title (if applicable)

Check here if additional signatures are required. If so, please reproduce this sheet, and attach signed copies to this sheet.

Note: Please submit this completed form and all required supporting documents to:

CENTRAL PERMIT PROCESSING UNIT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
79 ELM STREET  
HARTFORD, CONNECTICUT 06106-5127

## Attachment B: Premises Total Annual Potential Emissions

Attachment B is required for license(s) where N or -3b is indicated in Part III.5 of this revocation request form. Provide premises total annual potential emissions after the revocation of the license(s).

### B.1: Summary for PM-2.5, PM-10, SOx, NOx, VOC, CO, Lead and GHG

Page      of

- Check here if additional sheets are required to identify all emissions units or grouped emissions units, and their emissions at the premises. If so, please reproduce this sheet, label, and attach additional sheet(s) with the required information to this sheet.

1. Premises Name:								
2. Ozone Non-Attainment Status: <input type="checkbox"/> Serious <input type="checkbox"/> Severe								
3. Specify the pollutant(s) for which the premises is classified as a major stationary source, if applicable:								
<input type="checkbox"/> PM-2.5 <input type="checkbox"/> PM-10 <input type="checkbox"/> SOx <input type="checkbox"/> NOx <input type="checkbox"/> VOC <input type="checkbox"/> CO <input type="checkbox"/> Pb <input type="checkbox"/> GHG								
<small>(Major stationary source classifications - Serious: VOC/NOx &gt;=50 TPY; Severe: VOC/NOx &gt;=25 TPY; GHG &gt;=100,000 TPY, CO<sub>2e</sub> basis; other pollutants: &gt;=100 TPY Serious or Severe)</small>								
4. Emissions Unit	5. PM-2.5 (TPY)	6. PM-10 (TPY)	7. SOx (TPY)	8. NOx (TPY)	9. VOC (TPY)	10. CO (TPY)	11. Pb (TPY)	12. GHG (TPY)
	Potential	Potential	Potential	Potential	Potential	Potential	Potential	Potential
13. Totals (TPY) (This page)								
14. Premises Totals (TPY)								

**Attachment B: Premises Total Annual Potential Emissions (continued)**

Attachment B is required for license(s) where N or -3b is indicated in Part III.5 of this revocation request form. Provide premises total annual potential emissions after the revocation of the license(s).

**B.2: Summary for Hazardous Air Pollutants (HAPs)**

Page \_\_\_\_\_ of \_\_\_\_\_

Check here if additional sheets are required to identify all emissions units emitting HAPs and their emissions at the premises. If so, please reproduce this sheet, label, and attach additional sheet(s) with the required information to this sheet.

1. Premises Name:						
2. Do you use or emit any of the <u>187 Federal Hazardous Air Pollutants</u> ? <input type="checkbox"/> Yes <input type="checkbox"/> No						
If yes, are you a major stationary source for any single HAP ( $\geq 10$ TPY) or combination of HAPs ( $\geq 25$ TPY)? <input type="checkbox"/> Yes <input type="checkbox"/> No						
	4. HAP Name	HAP Name	HAP Name	HAP Name	HAP Name	HAP Name
	5. CAS Number	CAS Number	CAS Number	CAS Number	CAS Number	CAS Number
3. Emissions Unit	Potential	Potential	Potential	Potential	Potential	Potential
6. Totals (TPY) (This Page)						
7. Premises Totals (TPY) (Each HAP)						
8. Premises Total All HAPs	Potential					



NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

April 3, 2013

Mr. Robert Gilmore  
Inland Water Resources Division  
Bureau of Water Protection and Land Reuse  
Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

Dear Mr. Gilmore:

Meriden Gas Turbine LLC ("MGT") hereby provides notice to the Inland Water Resources Division ("Division") that it has elected, effective April 3, 2013, to abandon its proposed gas turbine project at Meriden ("Project"). As a consequence of such abandonment, MGT is hereby withdrawing and abandoning its Water Diversion Permit ("Permit") associated with the Project. The Division's July 25, 2012 list posted on its website of permitted diversions in the State classifies the Permit's status as Inactive.

The Permit information is:

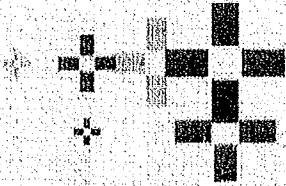
Permittee:	Meriden Gas Turbine LLC
Diversion Name:	Connecticut River Collector Wells
Permit Number:	DIV-199901217
Issuance Date:	April 13, 2000
Expiration Date:	April 13, 2025

No construction ever commenced and no activity was performed under authority of the Permit or on the permitted diversion (the collector wells).

If you have any questions or require additional information, please contact Ms. Cynthia L. Karlic at 860-343-6962 or by email at [cynthia.karlic@nrgenergy.com](mailto:cynthia.karlic@nrgenergy.com). Also, please direct all correspondence on the above matter to my attention.

Sincerely,

William Lee Davis  
President  
Meriden Gas Turbines LLC



NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

April 3, 2013

Dr. Andrew Fisk, Ph.D., Executive Director  
Connecticut River Watershed Council, Inc.  
15 Bank Row  
Greenfield, MA 01301

Dear Dr. Fisk:

Meriden Gas Turbine LLC ("MGT") hereby provides notice to the Connecticut River Watershed Council ("Council") that it has elected, effective April 3, 2013, to abandon its proposed gas turbine project at Meriden ("Project"). As a consequence of such abandonment, MGT is hereby abandoning the Enhancement Agreement ("Agreement") by and between the Council and PDC-El Paso Meriden LLC, dated December 20, 1999. MGT had accepted the terms and conditions of the Agreement upon its purchase of the Project from PDC-El Paso.

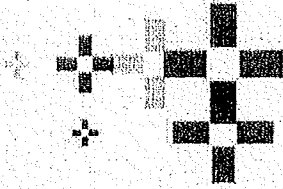
No construction ever commenced on the well field or water pipeline system and the related power plant was not constructed.

If you have any questions or require additional information, please contact Ms. Cynthia L. Karlic at 860-343-6962 or by email at [cynthia.karlic@nrgenergy.com](mailto:cynthia.karlic@nrgenergy.com). Also, please direct all correspondence on the above matter to my attention.

Sincerely,

William Lee Davis  
President  
Meriden Gas Turbines LLC

Cc: Ms. Jacqueline Talbot, Lower Connecticut River Steward  
deKoven House  
27 Washington Street - Suite W  
Middletown, CT 06457



NRG Energy, Inc.  
211 Carnegie Center  
Princeton, NJ 08540

March 25, 2013

Alan Warner  
Project Director  
Real Estate Development  
National Railroad Passenger Corporation  
30<sup>th</sup> Street Station - 5S-017 - Box 25  
2955 Market Street  
Philadelphia, PA 19104

Dear Mr. Warner:

Reference is made to that certain License Agreement, dated April 1<sup>st</sup>, 2001 ("License Agreement") between the National Railroad Passenger Corporation ("Railroad") and Meriden Gas Turbines LLC (successor-in-interest to PDC-EL PASO Meriden, LLC and hereinafter, "Licensee"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the License Agreement.

Licensee hereby provides notice to the Railroad that it has elected, effective April 3, 2013, to abandon the Facilities covered by the License Agreement. As you know, neither the water main line nor any portion thereof was ever constructed (as the related Power Plant was also not constructed). Pursuant to Section 26 of the License Agreement, as a consequence of abandonment of the Facilities, all the rights, title and interest of the Licensee thereunder shall cease and the License Agreement shall thereupon become null and void.

Please let me know if you have any questions. I can be reached at 609-524-5396 or by email at [lee.davis@nrgenergy.com](mailto:lee.davis@nrgenergy.com). Also, please direct all correspondence on the above matter to my attention.

Sincerely,

A handwritten signature in cursive script that reads "William Lee Davis".

William Lee Davis  
President  
Meriden Gas Turbines LLC

2. Provide copies of the approved final site plan, the approved final Development and Management ("D&M") Plans, and the final construction drawings incorporating all Siting Council conditions and requirements.

**RESPONSE:** Copies of all approved plans are on file with the Siting Council and are part of this record, having been admitted by administrative notice.

3. Provide all documents, reports or correspondences discussing or related to inspections or reviews of the Site during the last 24 months.

**RESPONSE:** The monthly inspection reports for the last two years are attached hereto.





NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** February 24, 2011

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Nick Galotti, Dave DesRoberts

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1400 and 1600 hrs. on February 24, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for February 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident. The joint utility corridor from the station to the GIS location was not inspected; see note below. There was significant snow pack present, but the wetlands are just becoming visible as it starts to thaw.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible with snow pack.

The front gate was found to be damaged, probably due to snowplowing. The upper hinge on the right-side gate was broken. Additionally, a tree was found to have fallen partially into the access road. Neither of these issues is currently blocking access to the site.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** March 25, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Nick Galotti, Dave DesRoberts  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1300 and 1600 hrs. on March 22, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for February 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident. The joint utility corridor from the station to the GIS location was not inspected; see note below. The snow pack is no longer present. The erosion and sediment control are in place and working. There is evidence of ORV use on the corridor, but not within the main plant site. As the corridor is predominately rocky, there does not appear to be damage from the ORV use.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible with snow pack.

The front gate remains damaged. The upper hinge on the right-side gate is broken. A tree remains laying partially in the access road. Additionally, the spring melt and rain has caused a small landslide and there are stones in the road. None of these issues are currently blocking access to the site.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** April 21, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Nick Galotti, Dave DesRoberts  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1200 and 1530 hrs. on April 21, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for April 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident. There is evidence of ORV use on the corridor, but not within the main plant site. As the corridor is predominately rocky, there does not appear to be damage from the ORV use.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

The front gate has been repaired since the last inspection. A tree remains laying partially in the access road. Additionally, the spring melt and rain has caused a small landslide and there are stones in the road. Neither of these issues are currently blocking access to the site.

There is a pile of construction debris located off to the side of a forest road paralleling the gas line corridor. This is not within the fenced boundary of the plant area.

The guard was pumping the rain water out of the secondary containments. There was no sheen visible on the water in any of the containments.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** May 12, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Nick Galotti, John Robertson  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0700 and 1000 hrs. on May 12, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for April 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident. There is evidence of ORV use on the corridor, but not within the main plant site. As the corridor is predominately rocky, there does not appear to be damage from the ORV use.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

A tree remains laying partially in the access road. Additionally, the spring melt and rain has caused a small landslide and there are stones in the road. Neither of these issues are currently blocking access to the site.

The transformer secondary containments contain a significant amount of rain water. There is no sheen visible on the water.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** June 28, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Nick Galotti, John Robertson  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0800 and 1100 hrs. on June 28, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for June 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident. There is evidence of ORV use on the corridor, but not within the main plant site. As the corridor is predominately rocky, there does not appear to be damage from the ORV use.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

A tree remains laying partially in the access road. Additionally, the spring melt and rain has caused a small landslide and there are stones in the road. Neither of these issues are currently blocking access to the site.

The transformer secondary containments contain a significant amount of rain water. There is no sheen visible on the water. Pumps have been in service draining the water from the containments.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** July 15, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Nick Galotti, John Robertson  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0730 and 0930 hrs. on July 15, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for July 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

A tree remains laying partially in the access road. Additionally, the spring melt and rain has caused a small landslide and there are stones in the road. Neither of these issues are currently blocking access to the site.

The transformer secondary containments have been pumped dry and contain no water.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** August 26, 2011

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1100 and 1300 hrs. on August 26, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for August 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

A tree remains laying partially in the access road. Additionally, the spring melt and rain has caused a small landslide and there are stones in the road. Neither of these issues are currently blocking access to the site.

The transformer secondary containments have been pumped dry and contain no water.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** September 29, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1300 and 1500 hrs. on September 29, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for September 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

Two trees remain laying partially in the access road. Additionally, the spring melt and rain has caused two small landslides and there are stones in the road. Neither of these issues are currently blocking access to the site.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.





NRG Energy, Inc.  
P. O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** October 28, 2011  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Jonathan Milley, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on October 28, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for October 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

Two trees remain laying partially in the access road. Additionally, the recent downpours have caused two small landslides and there are stones in the road. Neither of these issues are currently blocking access to the site.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** December 20, 2011

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on December 20, 2011 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for December 2011.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** January 27, 2012

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on January 25<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for January 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

There was a motorized manlift and a rolloff dumpster full of debris from a recent building maintenance project present. The rolloff dumpster did not have a cover, but was due to be picked up on January 25<sup>th</sup>. The dumpster and contents appeared to be dry.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** February 29, 2012

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on February 29<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for February 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



**NRG Energy, Inc.**  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

# internal memo

**Date:** April 24, 2012  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on April 24<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for April 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** May 25, 2012

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1230 and 1500 hrs. on May 25<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for May 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** June 21, 2012

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on June 21<sup>st</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for June 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** July 20, 2012  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1230 and 1400 hrs. on July 20<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for July 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

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There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.





NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** August 24, 2012

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1000 and 1200 hrs. on August 24<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for August 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the joint utility corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** October 26th, 2012

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0900 and 1130 hrs. on October 26<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for October 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** November 29th, 2012  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0930 and 1230 hrs. on November 29<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for November 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the gas corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** December 19th, 2012  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Cindy Karlic, Ray Long, Judith Lagano, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0830 and 1100 hrs. on December 19<sup>th</sup>, 2012 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for December 2012.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the joint utility corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** January 17th, 2013

**To:** Al Smith

**From:** Bob Spooner

**Copy:** Mahendra Churaman, Ray Long, Judith Lagano, Steven Cobbe

**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 1300 and 1500 hrs. on January 17<sup>th</sup>, 2013 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for January 2013.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the joint utility corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** May 30th, 2013  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Mahendra Churaman, Ray Long, Judith Lagano, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0730 and 0930 hrs. on May 30<sup>th</sup>, 2013 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for May 2013.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the joint utility corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.



NRG Energy, Inc.  
P.O. Box 1001  
1866 River Rd.  
Middletown, CT 06547

## internal memo

**Date:** June 28th, 2013  
**To:** Al Smith  
**From:** Bob Spooner  
**Copy:** Mahendra Churaman, Ray Long, Judith Lagano, Steven Cobbe  
**Subject:** Meriden, Monthly Site Inspection

The following is a brief summary of the site inspection completed between 0700 and 0900 hrs. on June 28<sup>th</sup>, 2013 at the Meriden Gas Turbines (MGT) property located at 600 South Mountain Road in Meriden, Connecticut. This inspection is considered to fulfill monthly environmental monitoring requirements for June 2013.

### Erosion and Sediment Controls

The erosion and sediment (E&S) controls installed on the station property by the MGT contractor during construction activities were inspected in accordance with the State of Connecticut Siting Council and the Town of Berlin and City of Meriden Inland Wetland and Water Courses Commission's requirements for monthly inspections of E&S controls.

The permanent vegetation remains established on 100 percent of the power plant perimeter. Vegetation growth is significant as the root system is well established and no erosion is evident.

### General facility

The project site, as defined in the Connecticut Siting Council Decision and Order, revealed no environmental pollution issues. Inspection of the wetlands area near the construction gate at the cooling tower revealed no environmental issues visible.

There is evidence of significant ORV use on the joint utility corridor. However, there does not appear to be any adverse impact on the wetlands areas.

### Inspection Schedule

As approved by the Town of Berlin, City of Meriden and Connecticut Siting Council, environmental inspections are being conducted on a monthly basis during the slowed construction period. Weekly inspections will be reinstated when significant construction re-commenced.

4. Describe the extent of construction completed prior to MGT's halting construction and removing equipment on or about 2002.

**RESPONSE:** MGT constructed: South Mountain Drive, detention basins, stone swales, storm drainage systems, retaining walls, two buildings (unfinished), cooling tower foundation, cooling tower and two-storage tanks (uncommissioned).

5. Describe what equipment and facilities were removed from the Site.

**RESPONSE:** MGT does not have a detailed inventory of all of the components that were removed. Generally, the following equipment and facilities were removed: the steam turbine generator, gas turbine generators, the cooling tower, transformers and unused materials and components.

6. Identify any wetland areas disturbed during construction and identify measures taken to restore any disturbed wetland areas.

**RESPONSE:** A wetland approximately 0.098 acres was eliminated by construction. The associated impacts were mitigated by the construction of a 0.9 acre wetland.

7. Did MGT install or provide all landscaping, plantings, vegetative cover, and soil erosion and control measures as required by the approved development and management plans? Describe any required measures that MGT did not fully install and explain the reason for MGT's failure to do so.

**RESPONSE:** MGT installed all soil and erosion control measures in accordance with the approved Development and Management Plan. MGT did not complete final landscaping, such as grass, shrubs and ornamental trees as it did not complete the construction of the facility and would not have done finish landscaping until the end of the project. A cash construction bond was posted for the benefit of the City of Meriden accounting for such work yet to be completed.

8. Identify any measures taken or systems in place to secure the site.

**RESPONSE:** Please refer to the response to Interrogatory CSC-14.

9. Describe the current condition of, the intended use for, and any plans to remove the existing fuel oil and water tanks.

**RESPONSE:** The fuel oil and water tanks were constructed but were never commissioned or used. MGT has no plans to remove the tanks. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.



10. Describe the current condition of, the intended use for, and any plans to remove the main turbine building.

**RESPONSE:** The main turbine building consists of a concrete foundation, structural steel and a factory finish, metal siding without any interior finishing. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

11. Describe the current condition of, the intended use for, and any plans to remove the administrative/control building.

**RESPONSE:** The administrative/control building is an unfinished metal building on a concrete slab without any interior finishing. MGT has no plans to remove it. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

12. Page 50 of the Prospective Real Estate Appraisal of Property Located at Meriden Gas Turbines LLC, 600 South Mountain Drive, Meriden, CT, by Miner & Silverstein, LLP, dated September 7, 2012 (the "MGT Appraisal") states that "[s]cattered throughout the site are concrete footings and foundations and exposed pipes and conduits that were installed for the power plant use." Describe the current condition of, the intended use for, and any plans to remove these footings, foundations, pipes, and conduits.

**RESPONSE:** MGT has no plans to remove footings, foundations, pipes and conduit. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

13. The MGT Appraisal, on page 50, states that the footings, foundations, pipes, and conduits "will need to be removed for any alternate use." Explain why the MGT appraisal made this statement, and whether MGT agrees with it.

**RESPONSE:** This is the appraiser's opinion. MGT does not know whether the footings, foundations and pipes will need to be removed for any alternate use. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

14. Does MGT agree that, as stated on Page 73 of the MGT Appraisal, "[t]he cost to remove the water and fuel tanks should be offset by their scrap value"?

**RESPONSE:** This is the appraiser's opinion. MGT has not evaluated whether the cost to remove the two tanks should be offset by their scrap value.

15. Page 52 of the MGT Appraisal describes the Cooling Tower Foundation as consisting “of a 50 x 390 feet concrete foundation with concrete walls to a height of 2 feet. It is designed like a pool, with a sloping floor to collect the cooled water . . . .” Describe the current condition of, the intended use for, and any plans to remove the Cooling Tower Foundation.

**RESPONSE:** The cooling tower foundation is as described. MGT has no plans to remove it. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

16. Does MGT agree that “[t]he water and fuel tanks and cooling tower foundation have no use or value to any other user” as stated on Page 55 of the MGT Appraisal?

**RESPONSE:** MGT does not know whether the water and fuel tanks and cooling tower foundation have any use or value to any other user. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

17. Explain why the MGT Appraisal, on page 51, states that the Power Plant – Generator Building “was designed for a specific use which is not easily or economically convertible to an alternate use.”

**RESPONSE:** That is the appraiser’s opinion. While MGT agrees that the generator building was designed for a specific use, MGT does not know whether it is easily or economically convertible to another use. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

18. On Page 55, the MGT Appraisal states that the main turbine building “was built specifically to house the turbine systems for the power plant . . . [and has] little adaptability for most (if not all) industrial users.” Does MGT agree with this statement?

**RESPONSE:** That is the appraiser’s opinion. MGT does not know whether the turbine building has limited adaptability for most industrial users. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

19. Does MGT believe that the cost to remove the Power Plant Generator Building would be substantially offset by its scrap value?

**RESPONSE:** MGT does not know whether the costs of removing the turbine building would be offset by the scrap value.

20. Describe potential industrial uses for the 65-ton bridge crane and its market value.

**RESPONSE:** MGT does not know the potential uses for the bridge crane or its market value. However, the crane is an integral part of the building and is not readily removable without altering the structure of the building.

21. Provide any cost estimates in MGT's possession related to the removal of and the scrap value of any structures on the Site?

**RESPONSE:** MGT has not solicited for the removal of any structures. MGT is selling the property AS-IS and expects that any prospective purchaser will reuse, repurpose or remove the existing features to meet its needs.

22. Was South Mountain Road constructed in accordance with the approved design documents? Were pavement markings, traffic control signs or lighting installed? Does the distance between the toe of the rock slope and the edge of pavement conform to the design documents and is it sufficient to prevent falling rock from landing in the street?

**RESPONSE:** The current condition of the road is documented in the City of Meriden's exhibit, a memorandum to Dominick Caruso from Tom Skoglund, dated July 14, 2012, with attachments.

23. Was the detention pond constructed in accordance with the design documents? In particular, are the base and sides seeded with a mix of wetland plants?

**RESPONSE:** Yes, the detention pond was constructed in accordance with the design documents. The basin base and sides were not seeded with a mix of wetland plants.

24. Describe the current condition of South Mountain Road, including whether any traprock or debris has fallen onto the road surface, and identify any measures taken to prevent loose traprock or debris from falling onto the road surface.

**RESPONSE:** During the site visit, a downed tree and limited areas of traprock debris were observed. MGT periodically removes any fallen debris or trees and will address the current conditions.

25. Describe MGT's plan to maintain South Mountain Road, including clearing drainage swales and catch basins and removing debris from the roadway.

**RESPONSE:** Currently, MGT periodically removes fallen trees and debris. MGT has not identified a need for maintenance of drainage swales and catch basins.

26. Describe the current status and locations of utilities (electric, water, gas, etc.) to the Site.

**RESPONSE:** There is only temporary power from a CL&P distribution pole to the site and no other public utilities.

27. Does MGT intend to install safety fencing at the top of all rock slopes to prevent persons from accidentally falling off of the slopes while walking on the Site?

**RESPONSE:** MGT has installed fences at the tops of steeply sloped rock on MGT's property.

28. What provisions have MGT made to direct stormwater to storm drains in order to prevent runoff from damaging cuts faces and fill slopes?

**RESPONSE:** MGT constructed the stormwater management and control system in accordance with approved plans and the system is functioning as intended.

29. Has MGT marketed the Site for sale? If so, describe the marketing efforts and identify any prospective purchasers.

**RESPONSE:** MGT has listed the property with a real estate broker. MGT cannot identify potential purchasers due to confidentiality agreements.

30. Provide copies of all documents in MGT's possession analyzing or discussing the possibility of MGT retaining ownership of the Site for future use as an electric generating facility.

**RESPONSE:** MGT has no intention of retaining ownership of the site for future use as an electric generating facility. Please refer to MGT's response to CSC-1.

31. Has all stored material and equipment been removed from the Site, including the laydown area located west of the Site?

**RESPONSE:** Apart from small amounts of metal grating, railings, siding and miscellaneous scrap material, all stored material and equipment have been removed from the site, including the laydown area west of the site.

**STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL**

MERIDEN GAS TURBINES LLC CERTIFICATE	:	DOCKET NO. 190B
OF ENVIRONMENTAL COMPATIBILITY AND	:	
PUBLIC NEED FOR THE CONSTRUCTION,	:	
MAINTENANCE AND OPERATION OF A 530 MW	:	
COMBINED CYCLE GENERATING PLANT IN	:	
MERIDEN, CONNECTICUT. <b>Reopening of this</b>	:	
<b>Docket pursuant to Connecticut General</b>	:	
<b>Statutes § 4-181a(b) Limited to Counsel</b>	:	
<b>Consideration of Changed Conditions</b>	:	
<b>and Decommissioning Plan</b>	:	July 9, 2013

**MERIDEN GAS TURBINES LLC  
LIST OF WITNESSES AND EXHIBITS**

I. LIST OF WITNESSES

Meriden Gas Turbines LLC ("MGT") expects the following witnesses to be available to testify at the Connecticut Siting Council's public hearing on July 16, 2013.

- A. Ms. Judith Lagano, Vice President-Asset Management, East Region. Ms. Lagano will provide background information on the development of the Meriden project and MGT's efforts to abandon the project.

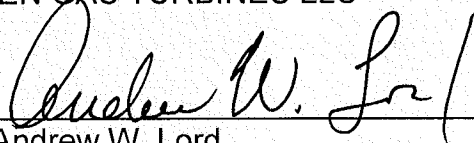
II. LIST OF EXHIBITS

MGT intends to offer the following exhibits:

- A. Pre-filed testimony of Ms. Judith Lagano;
- B. MGT's Responses to the Connecticut Siting Council's Interrogatories (Set One);
- C. MGT's Responses to the Connecticut Siting Council's Interrogatories (Set Two); and
- D. MGT's Responses to the City of Meriden's Interrogatories.

Respectfully submitted,

MERIDEN GAS TURBINES LLC

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