

STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

PURA REVIEW OF PUBLIC ACT 15-107(B) : DOCKET NO. 17-01-11
SMALL-SCALE ENERGY RESOURCE :
AGREEMENTS : JUNE 4, 2018

**NORTH STONINGTON SOLAR PARK I, LLC'S
MOTION FOR APPROVAL OF
AMENDMENT ONE TO POWER PURCHASE AGREEMENT**

North Stonington Solar Park I, LLC (“NSSP”) hereby requests that the Public Utilities Regulatory Authority (“Authority”) approve the attached proposed amendment to the Power Purchase Agreements (“PPAs”) between NSSP and The Connecticut Light and Power Company d/b/a Eversource Energy (“Eversource”) and NSSP and The United Illuminating Company (“UI”).

BACKGROUND

On March 9, 2016, the Connecticut Department of Energy and Environmental Protection (“DEEP”) issued a Request for Proposals from Private Developers for Clean Energy pursuant to Section 1(b) of Public Act 15-107.¹ On October 27, 2016, DEEP issued a Notice of Selection (“Notice”) of twenty-five (25) projects that represent approximately 375 megawatts (MW) of clean energy for Connecticut, including the NSSP solar facility in North Stonington, and directed Eversource and UI each to execute the PPAs.²

On January 9, 2017, the Authority initiated this uncontested docket for the review and approval of the PPAs and authorization of recovery of all costs associated therewith.³ On

¹ Public Act 15-107, Section 1(b), *An Act Concerning Affordable and Reliable Energy*.

² *Id.*

³ See Docket No. 17-01-11 PURA Review of Public Act 15-107(B) Small-Scale Energy Resource Agreements

September 7, 2017, the Authority issued a decision approving the PPAs.⁴ NSSP now hereby requests the Authority approve the attached proposed Amendment One to the PPAs.

MOTION

Exhibit A (“Description of Facility”) of the PPAs describes the NSSP facility with specific reference to the number of large ground-based solar PV modules (41,000) and the number of utility scale inverters (6). In an effort to provide site developers with more design flexibility, NSSP seeks to remove the specific reference to the number of solar PV modules and inverters to be used.

Exhibit B (“Sellers Critical Milestones”) of the PPAs, lists, among other things, the real estate under site control and necessary for the construction, operation and interconnection of the NSSP solar facility. In an effort to provide site developers with more design flexibility and to minimize, to the extent possible, environmental effects associated with the development of the NSSP facility, NSSP seeks to include two (2) additional parcels on the list of real estate under site control in Exhibit B. The inclusion of these additional parcels will not result in an increase of output above the 9.9 MW designated in the PPA.


In advance of filing this motion, NSSP consulted with Eversource and UI (the “Companies”). As a courtesy, the Companies also consulted with DEEP regarding the proposed Amendments. Prior to filing this Motion, NSSP was informed that neither the Companies nor the DEEP object to the proposed Amendments.

CONCLUSION

For all of the foregoing reasons, NSSP requests that the Authority approve the attached proposed Amendment One to the PPAs.

⁴ See, generally, Decision (Sept. 7, 2017).

Respectfully Submitted,
NORTH STONINGTON SOLAR PARK I,
LLC

By: 

Kenneth C. Baldwin
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
Phone: (860) 275-8200
Fax: (860) 275-8299
E-Mail: kbaldwin@rc.com

CERTIFICATION

I hereby certify that a copy of the foregoing was sent to all parties of record as reflected on the Authority's service list on this 4th day of June, 2018.

A handwritten signature in black ink, appearing to read "Kenneth C. Baldwin", written over a horizontal line.

Kenneth C. Baldwin

AMENDMENT ONE

Dated as of _____, 2018

to

POWER PURCHASE AGREEMENT

BETWEEN

THE UNITED ILLUMINATING COMPANY

AND

NORTH STONINGTON SOLAR PARK I, LLC

Dated as of June 20, 2017

AMENDMENT ONE TO POWER PURCHASE AGREEMENT

THIS AMENDMENT ONE TO POWER PURCHASE AGREEMENT (this "**Amendment**") is entered into as of _____, 2018 ("Effective Date"), by and between The United Illuminating Company, a specially chartered Connecticut corporation ("**Buyer**"), and North Stonington Solar Park I, LLC, a Delaware limited liability company ("**Seller**"). Buyer and Seller are individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**".

WHEREAS, Parties entered into a Power Purchase Agreement dated as of June 20, 2017 ("**Agreement**") pursuant to Conn. Gen. Stat. §16a-3j, which allowed developers to submit a proposal to the Department of Energy and Environmental Protection to develop an RPS Class I Renewable Generation Unit;

WHEREAS, on September 7, 2017, in Docket No. 17-01-11, PURA Review of Public Act 15-107(B), Small-Scale Energy Resource Agreements, the Public Utilities Regulatory Authority ("**PURA**") issued a decision approving the Agreement and cost recovery in rates of the Agreement. PURA also approved Buyer's recovery of credits and charges associated with the approved Agreement through the non-bypassable federally mandated congestion costs;

WHEREAS, Parties desire to amend and modify the Agreement as specified herein;

WHEREAS, Except as expressly provided herein, the remaining terms of the Agreement shall remain in full force and effect, and the Parties do hereby ratify and confirm the Agreement as amended hereby.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CAPITALIZED TERMS

Capitalized terms used but not defined herein have the meaning assigned to such terms in the Agreement.

2. EFFECTIVE DATE OF AMENDMENT

This Amendment shall take effect upon the Effective Date of the Agreement.

3. AMENDMENT TO EXHIBIT A OF THE AGREEMENT

The Parties hereby amend and restate the Facility provision contained in Exhibit A in the Agreement as follows:

“Facility: The Project features solar PV modules (Teir 1 makers) mounted on low impact fixed tilt racking, with tilt angles, azimuth, and pitch to optimize solar electricity generation. Utility-scale centralized inverters (Teir 1 makers) will enable AC electricity output. The project proposes to be interconnected to the Eversource distribution system, feeding into the Shunock 32P substation on Pendleton Hill Road, south of Exit 92 (I-95).”

4. AMENDMENTS TO EXHIBIT B OF THE AGREEMENT

The Parties hereby amend the following provision of Exhibit B in the Agreement as follows:

Real Estate Under Site Control for Facility and Interconnection
in accordance with Sections 3.1(a) and 3.4(b).

<u>Owner</u>	<u>Agreement Type</u>	<u>Land Use</u>	<u>Acreage</u>
James Romanella & Sons, Inc.	Contract to Purchase	Panels	97.14 acres
Allyn Susan Trust Et Al.	Contract to Purchase	Panels	28.24 acres
Allyn Susan Trust Et Al.	Contract to Purchase	Panels	31.48 acres

5. COUNTERPARTS; FACSIMILE SIGNATURES

Any number of counterparts of this Amendment may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon shall have the same force and effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

THE UNITED ILLUMINATING COMPANY

By: _____
Name:
Title:

NORTH STONINGTON SOLAR PARK I, LLC

By: _____
Name:
Title:

AMENDMENT ONE

Dated as of _____, 2018

to

POWER PURCHASE AGREEMENT

BETWEEN

**THE CONNECTICUT LIGHT AND POWER COMPANY
D/B/A EVERSOURCE ENERGY**

AND

NORTH STONINGTON SOLAR PARK I, LLC

Dated as of June 20, 2017

AMENDMENT ONE TO POWER PURCHASE AGREEMENT

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WHEREAS, on September 7, 2017, in Docket No. 17-01-11, PURA Review of Public Act 15-107(B) Small-Scale Energy Resource Agreements, the Public Utilities Regulatory Authority (“**PURA**”) issued a decision approving the Agreement and cost recovery in rates of the Agreement. PURA also approved Buyer’s recovery of credits and charges associated with the approved Agreement through the non-bypassable federally mandated congestion costs;

WHEREAS, the Parties desire to amend and modify the Agreement as specified herein;

WHEREAS, Except as expressly provided herein, the remaining terms of the Agreement shall remain in full force and effect, and the Parties do hereby ratify and confirm the Agreement as amended hereby.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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output. The project proposes to be interconnected to the Eversource distribution system, feeding into the Shunock 32P substation on Pendleton Hill Road, south of Exit 92 (I-95)".

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Any number of counterparts of this Amendment may be executed, and each shall have the same force and effect as an original. Facsimile signatures hereon shall have the same force and effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**THE CONNECTICUT LIGHT AND POWER COMPANY
D/B/A EVERSOURCE ENERGY**

By: _____
Name:
Title:

NORTH STONINGTON SOLAR PARK I, LLC

By: _____
Name:
Title:



STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

June 13, 2018
In reply, please refer to:
Docket No. 17-01-11
Motion Nos. 26

Kenneth C. Baldwin, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06013

Re: Docket No. 17-01-11, PURA Review of Public Act 15-107(b) Small-Scale Energy Resource Agreements

Dear Mr. Baldwin:

The Public Utilities Regulatory Authority (Authority) received a motion dated June 4, 2018 (Motion No. 26) from North Stonington Solar Park LLC (NSSP) requesting approval of amendments to Exhibit A and Exhibit B to the Power Purchase Agreements (PPAs) between NSSP and The Connecticut Light and Power Company d/b/a Eversource Energy (CL&P) and NSSP and The United Illuminating Company (UI).

In Motion No. 26, NSSP represents that the proposed amendments to Exhibit A to the PPAs removes details regarding the specific number of modules and inverters to be used at the NSSP solar facility. NSSP represents that the proposed amendment to Exhibit B to the PPAs allows it to add additional parcels of real estate to the site specifications which are necessary to construct and operate its solar facility. In the proposed amendment attached to the motion, a table of Exhibit B identifies the additional parcels of real estate.

NSSP represents further that it consulted with CL&P, UI and the Department of Energy and Environmental Protection and that they do not object to the proposed amendments. The Authority finds that the proposed amendments to Exhibits A and B are not material modifications to the PPAs because the amendments do not alter the contract price or NSSP's performance obligations under the PPAs. Based the foregoing, the Authority grants Motion No. 26 and approves NSSP's proposed amendments to Exhibits A and B of its PPAs with CL&P and UI.

Sincerely,

PUBLIC UTILITIES REGULATORY AUTHORITY

A handwritten signature in black ink, appearing to read "Jeffrey R. Gaudiosi".

Jeffrey R. Gaudiosi, Esq.
Executive Secretary

cc: Service List

10 Franklin Square, New Britain, CT 06051

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