

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

Brookfield Husky Solar, LLC d/b/a Verogy application for a Certificate : Docket No. 550
of Environmental Compatibility and Public Need for the construction, :
maintenance, and operation of a 50-megawatt-AC solar photovoltaic :
electric generating facility and associated equipment on 9 parcels :
generally located east and west of Sterling Road (Route 14) along the :
Plainfield municipal boundary in Sterling, Connecticut; north of :
Sterling Hill Road along the Sterling municipal boundary and west of :
the intersection of Sugar Brook Road and Black Hill Road (Route 14) :
in Plainfield, Connecticut and associated electrical interconnection : June 2, 2026

Sterling Property LLC and Pure Hedge LLC
Response to Objection to Motion for Party Status

On May 21, 2026, Sterling Property LLC and Pure Hedge LLC (the “Companies”) filed a motion with the Connecticut Siting Council (“Council” or “CSC”) to become a party in the above-captioned proceeding (“Application”) by Brookfield Husky Solar, LLC (“Brookfield”), for a Certificate of Environmental Compatibility and Public Need for the 50-megawatt-AC solar photovoltaic electric generating facility to be located in Plainfield, Connecticut (the “Project”). The Companies set forth reasons that their legal rights, duties or privileges will be affected by the Council’s decision on the Application and therefore the Companies should be granted party status. On May 27, 2026, Brookfield filed an Objection to Motion for Party Status (“Objection”). On May 28, 2026, the Council determined that the Companies could file a response to the Objection by June 2, 2026.

The Objection states that because the Exeter Energy facility has been retired from the ISO New England (“ISO”) markets and “no longer retains any interconnection rights” that it will be required to go through the interconnection process on a de novo basis. Brookfield Objection at 1. The Objection then details various activities involving ISO, the

Connecticut Light and Power Company (“CL&P”) and the Federal Energy Regulatory Commission (“FERC”) which support Brookfield’s conclusion that the Companies do not have interconnection rights. Finally, Brookfield states that this Docket “is not the appropriate forum” to resolve interconnection disputes. The Companies notes that they have not asserted there is an interconnection dispute nor have the Companies asked the Council to referee any such dispute. The Companies seek only to protect their interest in the potential re-use of their property for an energy and related project that will likely utilize the existing underground 115-kV transmission line (the “Line”).

Brookfield’s arguments regarding the status of the Line are irrelevant. The Line was approved by the Council in Docket No. 98 in which the Council approved the Line “to connect the Exeter Energy facility ... to the existing CL&P overhead line...” Docket No. 98, Opinion at 1. *The Line is on the Companies’ property.* The Line was constructed by the former owner of the property in order to enable the Exeter Energy facility to transmit electricity and the Companies currently pay co-maintenance fees for the Line. As set forth in the Motion, the Companies plan to re-use the property for an energy and related project. When that happens, the Companies will pursue whatever approvals are necessary for interconnection pursuant to the ISO cluster study.¹ Until such time the Companies have an interest in the Line – including how the project before the Council may adversely impact the capacity of the Line. Because of that, the Companies are entitled to be a party in this Docket.

¹ “The next opportunity to submit an Interconnection Request will be for the first regular cluster, the entry window for which will open following the conclusion of the Transitional Cluster Study.” <https://irtt.iso-ne.com/account/login?ReturnUrl=%2f>

Section 4-177a(a) of the Connecticut General Statutes provides that a party may be granted party status if: “(1) [s]uch person has submitted a written petition to the agency and mailed copies to all parties, at least five days before the date of hearing; (2) the petition states facts that demonstrate that the petitioner’s legal rights, duties or privileges shall be specifically affected by the agency’s decision in the contested case.” The petition was timely submitted. The Companies have shown that their rights will be affected by the agency’s decision regardless of the status of the interconnection today.

The Objection relies, in part, on a 2021 filing by CL&P with FERC in which CL&P explained that a new facility will have to go through FERC-approved ISO-NE procedures and policies that “require any increase in a generating facility’s megawatt output to submit a new interconnection request for the additional capacity.” Accordingly, Brookfield argues that the Council is the wrong forum calling the Companies desire to become involved in this proceeding an attempt “to interfere with the development of the Husky Solar Project”. Such a statement is grossly without merit. The Companies’ desire to become involved in the Docket is not based on a desire to interfere but rather to protect their rights.²

The Objection quotes a decision by FERC in 2021 to again support its thesis that “there are no interconnection rights associated with the Facility since ISO-NE deemed the Facility retired in 2017.” In the FERC “Order Rejecting Notice of Termination” the

² In Sterling’s Motion to Intervene in the FERC docket referenced by Brookfield, Sterling identified the extent of Sterling’s investment in its property as the purchase of an on-site generating facility, including a switchyard and step-up transformer substation, appurtenant on-site structures, and all relevant agreements associated with the facility as well as the purchase of 73 acres of land adjoining the property. Various expenses paid that total over \$160,000 associated with interconnection facility charges, property taxes, and insurance as required by the interconnection agreement are detailed in the FERC Motion to Intervene. Additionally, the Motion describes how Sterling bought the facility site and the adjoining land “with the intention of cleaning up a Brownfield site, removing and remediating contaminated portions of the existing facility, and repurposing remaining portions of the Facility to be compatible with energy produced by a photovoltaic solar panel array and to accommodate onsite battery storage.” Motion to Intervene at 5. As of the filing, Sterling had spent in excess of \$7.5 million in environmental remediation work at the site.

commission ruled on CL&P's notice of termination of a generator interconnection agreement between CL&P and Sterling Property (which had acquired the energy facility). The FERC Order discusses an Assignment and Consent Agreement between CL&P and Sterling that was entered into in 2019 in which Sterling "consented to the use of the interconnection facility by the project holding ISO-NE Queue Position # 845, which sought to connect to the existing 115 kV underground line... The parties provided that 'this consent shall be limited to 20 MW of capacity and shall terminate upon the withdrawal or removal of the Solar Project from ISO NE Queue Position # 845...'" FERC Order at 2-3. Sterling's 2019 Consent Agreement shows the concern of Sterling to the use of the Line by other projects. It is that same concern and rights that the Companies seek to protect in this proceeding.³

The Companies have clearly stated how their rights, duties or privileges will be affected by the project that is the subject of this Docket and therefore should be granted party status. The Companies' interests cannot be adequately represented by any other party. Accordingly, the Companies respectfully request that they be allowed to participate in the proceeding with full rights as a party.

³ As noted in the Brookfield Objection, DEEP issued a Consent Order concerning the environmental condition at the property. The Companies have spent a significant amount of money and have actively pursued remediation of the property in order to bring the property back to productive re-use the property for an energy and related project.

Respectfully Submitted,

Sterling Property LLC
Pure Hedge LLC

A handwritten signature in blue ink, appearing to read "Bruce L. McDermott", written over a horizontal line.

By: _____

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