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**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

Docket No. 470C

**Motion to Reopen the Certificate of Environmental
Compatibility and Public Need Issued to NTE
Connecticut, LLC, by the Council on June 7, 2019,
for the Construction, Maintenance, and Operation of
a 650-Megawatt Dual-Fuel Combined Cycle Electric
Generating Facility and Associated Electrical
Interconnection Switchyard Located at 180 and 189
Lake Road, Killingly, Connecticut.**

**Zoom Remote Council Meeting (Teleconference),
on Tuesday, April 1, 2025, beginning at 2 p.m.**

H e l d B e f o r e:

ELIN S. KATZ, ESQ., THE CHAIR

A p p e a r a n c e s:

Councilmembers:

ELIN S. KATZ, ESQ. (Chair)

BRIAN GOLEMBIEWSKI,

DEEP Designee

QUAT NGUYEN,

PURA Designee

JOHN MORISSETTE

CHANCE CARTER

KHRISTINE HALL

BILL SYME

DANIEL P. LYNCH, JR.

Council Staff:

MELANIE BACHMAN, ESQ.,

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(Begin: 2:00 p.m.)

THE CHAIR: Good afternoon, everyone. Welcome to this public hearing. I'm going to call it to order.

So, ladies and gentlemen, we are calling this to order on Tuesday, April 1, 2015, at 2 p.m. My name is Elin Katz. I am the Chair Designate of the Siting Council.

The other members of the Council are Brian Golembiewski, designee for Commissioner Katie Dykes, Department of Energy; Quat Nguyen, designee for Chairman Marissa Gillett of the Public Utilities Regulatory Authority; John Morissette; Chance Carter; Khristine Hall; Bill Syme, and Daniel Lynch.

Members of the staff are Executive Director Melanie Bachman, and Administrative Support Lisa Fontaine.

If you haven't done so already, I would ask everyone to please mute their computer audio or telephone now.

This hearing is held pursuant to the provisions of Title 16 of the Connecticut General Statutes and of the Uniform Administrative Procedures Act upon a motion to reopen the

1 certificate of environmental compatibility and
2 public need issued to NTE Connecticut, LLC, by the
3 Council on June 7, 2019, for the construction,
4 maintenance, and operation of a 650-megawatt
5 dual-fuel combined cycle electric generating
6 facility and associated electrical interconnection
7 switchyard located at 180 and 189 Lake Road,
8 Killingly, Connecticut.

9 On February 6, 2015, the Council, pursuant to
10 a request filed by the Windham Energy Center, LLC,
11 the moving party, and the provisions of
12 Connecticut General Statute Section 4-181a(B),
13 reopen the June 7, 2019, certificate issued to NTE
14 Connecticut, LLC, based on change of conditions
15 specifically limited to the status of the existing
16 certificate.

17 The Council's legal notice of the date and
18 time of this hearing was published in the Norwich
19 Bulletin on February 27, 2025. Upon the Council's
20 request, the moving party erected a sign in the
21 vicinity of the certified facility site so as to
22 inform the public of the name of the moving party,
23 the public hearing date, and contact information
24 for the Council, which included our website and
25 phone number.

1 As a reminder, off-the-record communications
2 with a member of the Council or a member of the
3 Council's staff upon the merits of this
4 application are prohibited by law.

5 The parties and intervenors to the proceeding
6 are as follows; moving party, Windham Energy
7 Center, LLC, and its representative, Emily Mooney
8 Scott, Esquire, of Robinson & Cole; the
9 certificate holder, NTE Connecticut, represented
10 by Kenneth Baldwin and Attorney Earl Phillips,
11 Jonathan Schaefer, attorneys all of Robinson &
12 Cole.

13 The other grouped parties and intervenors
14 include Not Another Power Plant, Wyndham Land
15 Trust and the Sierra Club.

16 Not Another Power Plant and Wyndham Land
17 Trust are represented by Attorney John Bashaw,
18 Mary Mintel Miller of Reid & Riege; and the Sierra
19 Club is represented by Joshua Berman, Diana Agnes
20 Csank of the Sierra Club.

21 And the parties include the Town of
22 Killingly, represented by Richard Roberts,
23 Attorney Ann Catino, both attorneys of Halloran &
24 Sage; Connecticut Fund for the Environment,
25 represented by Katherine Fiedler, Esquire, and

1 Attorney Roger Reynolds of the Connecticut Fund
2 for the Environment.

3 We will proceed in accordance with the
4 prepared agenda, a copy of which is available on
5 the Council's website, along with the record in
6 this matter, public notice and the instructions
7 for public access to this public hearing.

8 Interested persons may join this public
9 hearing, any session of this public hearing to
10 listen, but no public comments will be received
11 during this 2 p.m. evidentiary session. At the
12 end of the evidentiary session we will recess
13 until 6:30 for the public comment section.

14 Please be advised that any person may be
15 removed from the evidentiary session or the public
16 comment session at the discretion of the Council.
17 The 6:30 public comment session is reserved for
18 members of the public who signed up to make brief
19 statements into the record. I wish to note that
20 the moving party certificate holder and parties
21 and interveners, including their representatives,
22 witnesses, and parties are not allowed to
23 participate in the public comment session.

24 I also wish to note for those who are
25 listening and for the benefit of your friends and

1 neighbors who are unable to join us for the public
2 comment session, that you or they may send written
3 statements to the Council within 30 days, either
4 by mail or e-mail, and such written statements
5 will be given the same weight as if spoken during
6 the public comment session.

7 A verbatim transcript of this public hearing
8 will be posted on the Council's website and
9 deposited with the Killingly Town Clerk's office
10 for the convenience of the public.

11 The Council will take a 10 to 15-minute break
12 at a convenient juncture around 3:30 p.m.

13 As for motions, Wyndham Energy Center LLC's
14 motion for protective order dated March 21, 2025,
15 Attorney Bachman, do you wish to comment?

16 ATTORNEY BACHMAN: Thank you, Chair-Designate Katz.

17 On March 21, 2025, the moving party, Wyndham
18 Energy Center, LLC, submitted a motion for a
19 protective order in response to the Council's
20 interrogatories number nine and eleven that asked
21 for copies of the option agreements.

22 The protective order relates to the financial
23 terms which are exempt from public disclosure
24 under the Freedom of Information Act, and our
25 statute section 16-500. And staff recommends

1 approval.

2 Thank you.

3 THE CHAIR: Thank you, Attorney Bachman.

4 Do we take a motion on this? Comment on this
5 motion right now?

6 Yes. Okay. All right. So with respect to
7 the motion for protective order dated March 21,
8 2025, do I have a motion?

9 MS. HALL: I'll make a motion to approve the protective
10 order.

11 THE CHAIR: Do I have a second?

12 MR. CARTER: I'll second.

13 THE CHAIR: Thank you, Mr. Carter.

14 Okay. So, let's move to comments.

15 Mr. Golembiewski, do you have any comments?

16 MR. GOLEMBIEWSKI: I have no comments. Thank you.

17 THE CHAIR: Okay. Mr. Nguyen, any comments or
18 questions?

19 MR. NGUYEN: Good afternoon. I have no comment.

20 Thank you.

21 THE CHAIR: Okay. Mr. Morissette, do you have any
22 questions or comments?

23 MR. MORISSETTE: No discussion. Thank you.

24 THE CHAIR: Okay. Mr. Carter, any discussion?

25 MR. CARTER: No discussion. Thank you.

1 THE CHAIR: Thank you.

2 Ms. Hall, any discussion?

3 MS. HALL: No discussion. Thank you.

4 THE CHAIR: All right. Mr. Syme, any discussion?

5 MR. SYME: No, I have none.

6 THE CHAIR: Mr. Lynch, any discussion?

7 MR. LYNCH: I have no discussion.

8 THE CHAIR: Thank you. And I have no discussion
9 either.

10 So, we have a motion, so let's call the vote.

11 Mr. Golembiewski, how do you vote?

12 MR. GOLEMBIEWSKI: I vote to approve. Thank you.

13 THE CHAIR: Mr. Nguyen?

14 MR. NGUYEN: I vote to approve.

15 THE CHAIR: Mr. Morissette?

16 MR. MORISSETTE: Approve. Thank you.

17 THE CHAIR: Thank you.

18 Mr. Carter?

19 MR. CARTER: Vote to approve. Thank you.

20 THE CHAIR: Ms. Hall?

21 MS. HALL: Vote to approve. Thank you.

22 THE CHAIR: Mr. Lynch?

23 MR. LYNCH: Vote to approve.

24 THE CHAIR: Mr. Syme, I'm sorry. I think I skipped
25 you.

1 MR. SYME: It's okay. Vote for approval.

2 THE CHAIR: Thank you. And I vote to approve.

3 I think I got everybody. Okay. So the
4 motion passes.

5 So, administrative notice taken by the
6 Council. I wish to call your attention to those
7 items shown in the hearing program marked Roman
8 numeral 1C, items 1 through 38. Does any party or
9 intervener to the items have an objection that the
10 Council take administrative notice of these?

11 Attorney Scott?

12 ATTORNEY SCOTT: No objection.

13 THE CHAIR: Attorneys Bashaw and Miller?

14
15 (No response.)
16

17 THE CHAIR: Attorneys Roberts and Catino?

18 ATTORNEY CATINO: Attorney Catino. No objection.

19 THE CHAIR: Thank you.

20 Attorneys Berman and Csank?

21
22 (No response.)
23

24 THE CHAIR: Attorneys Fiedler and Reynolds?
25

1 (No response.)

2
3 THE CHAIR: Hearing no objection, accordingly the
4 Council hereby administratively notices these
5 existing documents.

6 Appearances by the moving party, Wyndham
7 Energy Center. Will the moving party present its
8 witness panel for purposes of taking the oath?
9 Attorney Bachman will administer the oath.

10 ATTORNEY SCOTT: Thank you. Good afternoon. This is
11 Emily Mooney Scott of Robinson & Cole on behalf of
12 the moving party, Wyndham Energy Center, LLC.

13 Our witness panel, as listed in the hearing
14 program, consists of the following members. Here
15 with me is Kenneth Baldwin of Robinson & Cole,
16 external counsel for Wyndham Energy Center, LLC.
17 And participating remotely is Zvi Nixon, attorney
18 with the E. Landau Law Offices and external
19 counsel for Sunflower Sustainable Investments
20 Limited, Wyndham Energy Center LLC's corporate
21 parent.

22 I offer them at this time to be sworn.

23 THE CHAIR: Attorney Bachman, do you want to administer
24 the oath?

25 ATTORNEY BACHMAN: Thank you.

1 Could the witnesses please raise their right
2 hand?

3 K E N N E T H B A L D W I N,
4 Z V I N I X O N,

5 called as witnesses, being sworn by
6 THE EXECUTIVE DIRECTOR, were examined and
7 testified under oath as follows:

8
9 ATTORNEY BACHMAN: Thank you.

10 THE CHAIR: Attorney Scott, please begin by verifying
11 all exhibits by the appropriate sworn witness, if
12 you would?

13 ATTORNEY SCOTT: Yes, thank you.

14 In the interests of time, we will verify our
15 exhibits as a panel. So, I ask the panel, did you
16 prepare or assist in the preparation of the
17 exhibits listed in the hearing program in this
18 proceeding? I'll start with Mr. Baldwin.

19 THE WITNESS (Baldwin): Yes, I did.

20 ATTORNEY SCOTT: And Mr. Nixon?

21 THE WITNESS (Nixon): Yes, I did.

22 ATTORNEY SCOTT: And do you have any corrections,
23 modifications or clarifications to offer to any of
24 those exhibits? Mr. Baldwin?

25 THE WITNESS (Baldwin): Yes, just two quick

1 clarifications. First, to Wyndham Energy Center's
2 responses to the Council's interrogatory number
3 five. Our response to that interrogatory ended
4 with a statement that's saying we were in the
5 process of serving the motion on the Secretary of
6 State.

7 I can report that, that the motion was in
8 fact hand delivered to the Connecticut Secretary
9 of State by Connecticut Marshal Service on March
10 19, 2025. Then the Connecticut Secretary of State
11 is responsible for delivering the same to the
12 Delaware Secretary of State's office. We've
13 received no comments following that service.

14 The second clarification relates to Wyndham
15 Energy Center's response to interrogatory number
16 23 regarding additional notice. As a followup to
17 that response, Wyndham Energy Center on March 14th
18 sent additional notice of the motion and
19 associated filings to NTE Energy, LLC, and NTE
20 Energy Service Company, LLC, on March 14th.

21 We did receive a notification on March 17th
22 that the -- those two deliveries were received.
23 They were signed for by someone who identified
24 themselves as David P. at both of those places of
25 business.

1 Again, additional notice was sent to NTE
2 Connecticut, LLC, and we received notification --
3 well, we received those notifications back from
4 NTE marked undeliverable.

5 Those are my clarifications.

6 ATTORNEY SCOTT: Thank you.

7 THE CHAIR: Thank you very much.

8 ATTORNEY SCOTT: Anything to add, Mr. Nixon?

9 THE WITNESS (Nixon): No, nothing to add.

10 ATTORNEY SCOTT: And is this information included in
11 the exhibits true and accurate to the best of your
12 knowledge? Mr. Baldwin?

13 THE WITNESS (Baldwin): Yes, it is.

14 ATTORNEY SCOTT: And Mr. Nixon?

15 THE WITNESS (Nixon): Yes, it is.

16 ATTORNEY SCOTT: And do you adopt the information
17 contained in those exhibits as your testimony in
18 this proceeding? Mr. Baldwin?

19 THE WITNESS (Baldwin): I do.

20 ATTORNEY SCOTT: And Mr. Nixon?

21 THE WITNESS (Nixon): Yes, I do.

22 ATTORNEY SCOTT: Thank you.

23 And we offer them as full exhibits.

24 THE CHAIR: Thank you. The exhibits are admitted.

25 We now begin with cross-examination of the

1 moving party by the Council. We are going to
2 start with Attorney Bachman.

3 ATTORNEY BACHMAN: Thank you, Chair Designate-Katz.

4 Good afternoon, Attorney Baldwin and Attorney
5 Nixon. I'm going to start with questions that are
6 based on the motion to reopen. And also, my first
7 question is going to relate to Connecticut General
8 Statutes Section 1650P, Subsection C.

9 Page 7 of the motion to reopen references
10 public need as the standard employed by the
11 Council in its final decision in Docket Number
12 470B. Is the public need standard the correct
13 standard to be employed by the Council for an
14 electric generating facility?

15 THE WITNESS (Baldwin): This is Ken Baldwin.

16 The standard in the statutes regarding
17 electric generating facilities speaks to public
18 need, but also, and more importantly, public
19 benefit of those facilities.

20 ATTORNEY BACHMAN: Attorney Baldwin, could you just
21 refresh everyone's memory as to the difference
22 between the public need standard and the public
23 benefit standard?

24 THE WITNESS (Baldwin): The public benefit standard, as
25 it relates to electric generating facilities, I

1 think is tied to the regional need for the
2 electric service provided by the proposed
3 facility.

4 ATTORNEY BACHMAN: Thank you.

5 Moving on to reference to Exhibit H to the
6 motion to reopen. On page 3, the joint ISO New
7 England and Eversource July 11, 2023,
8 correspondence to the Federal Energy Regulatory
9 Commission; is the reference in the first
10 paragraph on page 3 to CL&P's new Cotton Bridge
11 345-kV switching station identifying the utility
12 switching station related to Docket 470B that was
13 to be located at 180 Lake Road for Killingly
14 Energy Center?

15 THE WITNESS (Baldwin): I'm sorry, Attorney Bachman.

16 Could you repeat the question please?

17 ATTORNEY BACHMAN: Of course. Referencing Exhibit H to
18 the motion to reopen, on page 3 of the joint ISO
19 New England and Eversource July 11, 2023,
20 correspondence to the Federal Energy Regulatory
21 Commission; in the first paragraph, there's a
22 reference to Connecticut Light & Power's new
23 Cotton Bridge 345-kV switching station.

24 Identifying -- is that the utility switching
25 station related to Docket 470B that was going to

1 be located at 180 Lake Road in Killingly?

2 THE WITNESS (Baldwin): Yes, I believe it is.

3 ATTORNEY BACHMAN: Thank you, Attorney Baldwin.

4 That concludes my questions on the motion to
5 reopen. I'm going to move on to the responses to
6 the interrogatories.

7 The narrative portion of the response to
8 council interrogatory number one on page 3 states
9 Vitis Energy, LLC, was until recently actively
10 engaged in supporting WEC's Docket Number 527
11 application.

12 The response to council interrogatory number
13 20 states Vitis Energy, LLC, acted as a service
14 provider and lead developer to WEC until January
15 1st of 2025. What services did Vitis Energy, LLC,
16 provide to WEC?

17 THE WITNESS (Baldwin): This is Ken Baldwin.

18 Vitis Energy as a lead developer was
19 responsible for consulting services, for hiring
20 professionals who were assisting with the battery
21 storage project that was presented to the Siting
22 Council, and similar services that a lead
23 developer would provide, establishing contact with
24 municipalities, assisting with interface with
25 community members, those types of things.

1 ATTORNEY BACHMAN: Thank you, Attorney Baldwin.

2 And what exactly changed on January 1st of
3 2025?

4 THE WITNESS (Baldwin): I think Wyndham Energy Center
5 determined that Vitis Energy services were no
6 longer required.

7 THE WITNESS (Nixon): If I could perhaps assist here?

8 The -- the agreement with Vitis Energy had
9 specified commercial terms, which were in effect
10 until the end of 2024. And there was no
11 obligation on Vitis Energy where the parties had
12 to agree on new terms for service from January 1,
13 2025. And since no new terms were agreed, then
14 services were no longer provided.

15 ATTORNEY BACHMAN: Thank you, Attorney Nixon.

16 Is there a document that provides written
17 evidence that there is no longer a service
18 agreement between the two entities?

19 THE WITNESS (Nixon): There, there is only
20 correspondence. The actual -- the agreement
21 itself has a provision, which spec -- states what
22 I've just said. And then there was correspondence
23 to that in the middle of December of 2025 on the
24 matter.

25 ATTORNEY BACHMAN: And who is on the correspondence?

1 THE WITNESS (Nixon): It I believe it was counsel for
2 Vitis at the time, a man named John Shope from the
3 firm of Foley Hoag.

4 And I believe the response -- I can't
5 remember offhand, but I -- it might have come from
6 Ms. Sobel, my -- my partner, who's here with us
7 now, responding to that.

8 ATTORNEY BACHMAN: Great. Thank you. I appreciate
9 that.

10 Is there a new service provider and lead
11 developer for WEC's proposed facility in Docket
12 Number 527?

13 THE WITNESS (Nixon): At this time -- again, I'll start
14 and Mr. Baldwin will step in. WEC has -- has
15 determined together with its parent, Sunflower,
16 that it will at the moment be working taking over
17 the development of service work and be hiring
18 staff and -- and consultants as required.

19 THE WITNESS (Baldwin): I have nothing to add to that.

20 ATTORNEY BACHMAN: Okay. Thank you.

21 When did this entity or the new parent
22 entity, Sunflower, take over the development? Was
23 that as of January 1st of 2025?

24 THE WITNESS (Nixon): Well, WEC basically is -- is in
25 charge of the development now. And again, the

1 parent entity, Sunflower, has been in the
2 background all the way along, obviously as the --
3 as the ultimate, ultimate parent company.

4 And over the last year, of course, even
5 though you have a service provider, it -- it has
6 been involved and worked together with -- with
7 Vitis and with -- with other parties to try and
8 move the project along.

9 THE WITNESS (Baldwin): And just to put a finer point
10 on that, Attorney Bachman, we have in our
11 interrogatory response to question one that --
12 that Wyndham Energy Center took over the project
13 in June of 2022.

14 ATTORNEY BACHMAN: Thank you, Attorney Baldwin.

15 THE CHAIR: Attorney Bachman, I'm sorry to interrupt.
16 I just realized that since we are recording this
17 and transcribing it, it would be helpful if
18 parties could identify their name and affiliation
19 when you're talking, just so the Reporter can
20 capture it.

21 ATTORNEY BACHMAN: Following up on that, Attorney
22 Baldwin, in WEC's pre-hearing submission, dated
23 March 25th, Sunflower Sustainable Investments,
24 Limited, is identified as WEC's parent entity.

25 Referencing the response to interrogatory

1 one, what is the relationship between Sunflower
2 and SV Renewables, LLC?

3 THE WITNESS (Baldwin): Excuse me one second, I'd have
4 to refer back to the original -- I'd have to refer
5 back to the original application that was filed by
6 Wyndham Energy Center.

7
8 (Pause.)

9
10 THE WITNESS (Baldwin): As we stated in -- and this is
11 on page 1 of the application that was submitted in
12 Docket 527, Wyndham Energy Center is owned solely
13 by SV Renewables, LLC, which is controlled and
14 majority-owned and controlled by Sunflower
15 Sustainable Investments, Limited.

16 ATTORNEY BACHMAN: Thank you.

17 And when? When did Sunflower Sustainable
18 Investments Limited acquire WEC? Or is its
19 relationship strictly between SV Renewables, LLC,
20 as an intermediary?

21 THE WITNESS (Nixon): If I could maybe perhaps assist
22 here? This is Mr. Nixon of E. Landau.

23 On June 6, 2022, an agreement was entered
24 into to purchase a number of projects, including
25 the Wyndham Energy project and the purchaser was

1 SV Renewables, but Sunflower Sustainable
2 Investments was already in that agreement the
3 parent, and as Mr. Baldwin has said, the majority
4 holder of SV Renewables.

5 ATTORNEY BACHMAN: Very good, thank you.

6 Referencing response to interrogatory number
7 four, approximately when did Mark Morabito end
8 employment with NTE Connecticut, LLC?

9 THE WITNESS (Baldwin): This is Ken Baldwin.

10 I don't recall exactly when Mark Morabito
11 ended his employment. If I -- if I remember
12 correctly from the NTE proceeding, he was involved
13 in the initial proceeding, but not in -- in
14 subsequent proceedings when we got to Docket 470B.

15 So, whatever that timeframe was, I believe
16 that's when Mark left the company. I'm not
17 certain of the exact date, though.

18 ATTORNEY BACHMAN: That's fine. Thank you, Attorney
19 Baldwin.

20 Also referencing the response to
21 interrogatory number four, approximately when did
22 Attorney McCrary retire from the practice of law?

23 THE WITNESS (Baldwin): I think -- Ken Baldwin again.

24 I think it was -- the end of 2024 was his
25 official retirement.

1 ATTORNEY BACHMAN: Thank you.

2 Referencing the responses to interrogatories
3 18 and 19, has WEC been in contact with Jenner &
4 Block, or provided notice of this proceeding to
5 the attorneys of record for NTE in those matters?
6 Or were the representatives of Jenner & Block only
7 representing NTE Connecticut, LLC, specific to the
8 federal matters?

9 THE WITNESS (Baldwin): This is Ken Baldwin.

10 The latter. Jenner & Block was -- were
11 only -- were only involved in the two proceedings
12 referenced in those interrogatories.

13 ATTORNEY BACHMAN: Thank you.

14 Referencing the response to interrogatory
15 number 23, has WEC received any response from any
16 of the NTE entities to its notice letters that
17 were sent out after the interrogatories were
18 issued?

19 THE WITNESS (Baldwin): No, we have not.

20 ATTORNEY BACHMAN: Thank you.

21 Are there any records, correspondence, or
22 references in any document reviewed by WEC related
23 to the transfer of the NTE Connecticut, LLC,
24 certificate to any other entity within or outside
25 of the NTE corporate family?

1 THE WITNESS (Baldwin): Ms. Bachman, can you repeat
2 that question?

3 ATTORNEY BACHMAN: Certainly, Attorney Baldwin.

4 Are there any records, correspondence, or
5 references in any document to your knowledge that
6 was reviewed by WEC that related to the transfer
7 of the NTE Connecticut, LLC, certificate to any
8 other entity, whether they were within or outside
9 of the NTE corporate family?

10 THE WITNESS (Baldwin): Thank you. This is Ken
11 Baldwin.

12 No, I'm not aware of any documents.

13 THE WITNESS (Nixon): And this is Mr. Nixon.

14 Neither -- neither am I. I would say, in
15 fact, that when we reached out to Stephanie
16 Clarkson, who is the CEO of the company of -- of
17 NTE Connecticut and was the CEO of Vitis Energy,
18 and to Maribel Zambrana, who is the vice president
19 of legal, and asked for reference for any contact
20 people we could talk about regarding this, we were
21 only -- we were given no information at all.

22 We were just sent to Robinson & Cole.

23 ATTORNEY BACHMAN: Thank you.

24 My last question, referencing response to
25 interrogatory number 24, if WEC were the default

1 certificate holder by some affiliation with the
2 NTE Energy, LLC, family or the NTE parent, as it's
3 referenced in your responses to the
4 interrogatories and/or any of the NTE
5 subsidiaries, would WEC retain the existing
6 certificate, or would it surrender the existing
7 certificate?

8 THE WITNESS (Baldwin): This is Ken Baldwin.

9 I -- I think I could speak for the client.
10 If -- if we held the certificate in any way, it
11 would be surrendered so that we could move forward
12 with the current project.

13 ATTORNEY BACHMAN: Thank you.

14 THE WITNESS (Nixon): And this is Mr. Nixon.

15 I can entirely confirm that that certificate
16 is simply of no use to anybody, and we would
17 immediately surrender it if it was -- if it came
18 into WEC's possession.

19 ATTORNEY BACHMAN: Thank you, Attorney Baldwin and
20 Attorney Nixon.

21 Chair Designate-Katz, those are all the
22 questions I have. Thank you very much.

23 THE CHAIR: Thank you very much, Attorney Baldwin.

24 Moving on to members of the Council,
25 Mr. Nguyen, do you have any cross-examination of

1 WEC?

2 MR. NGUYEN: I have no questions. Thank you.

3 THE CHAIR: Thank you.

4 Mr. Golembiewski, do you have any
5 cross-examination for the panel?

6 MR. GOLEMBIEWSKI: I have, I guess, a couple of
7 questions because I was trying to follow along the
8 interrogatories. It was kind of like Game of
9 Thrones, trying to figure out who's the king of
10 the castle, I guess -- but I have a couple of
11 basic questions.

12 And this is just showing sort of my ignorance
13 on some of this, but if NTE Connecticut, LLC,
14 doesn't exist -- that's one of the claims --
15 wouldn't what NTE Connecticut, LLC, had, wouldn't
16 that be retained by an NTE parent company in some
17 manner? Its rights, its assets?

18 I mean, how does that work when you just make
19 a company disappear, but it's still part of the,
20 if you want to call it, the hierarchy or the
21 affiliation, line of affiliation all the way up to
22 NTE Energy, the parent LLC?

23 Can someone explain to me what happened to
24 their assets or their rights, essentially this,
25 this certificate?

1 THE WITNESS (Baldwin): I -- this is Ken Baldwin.

2 I cannot. I don't know, Attorney Nixon, if
3 you can, but we had been in contact with, then,
4 Stephanie Clarkson and others at the prior NTE
5 Connecticut entity, and were told on any number of
6 occasions that NTE Connecticut was dissolved and
7 that there's nothing they could do to help us with
8 the -- either the surrender or resolution of our
9 problem, which was that their certificate was out
10 there, but no one was making any claim.

11 We provided notice to other -- all of those
12 other entities in an effort to try and find out if
13 they had any interest at all, and never received
14 any response from any of them.

15 Again, we've -- we've been around the block
16 many times with -- with all of the -- the folks
17 engaged. And -- and I guess the -- the theme,
18 Mr. Golembiewski, that we -- we found ourselves
19 referring to, kind of, regularly was that the --
20 the common thread there was Stephanie Clarkson and
21 her role in all of these companies.

22 And yet, when we asked her directly about the
23 surrender of the certificate or the status of the
24 certificate, she -- she basically punted every
25 time and told us there's nothing she could do to

1 help us.

2 So I -- I don't know that, the direct
3 corporate law answer to the question as to what
4 happened to that asset or that certificate. We
5 tried to find out, but we were unsuccessful.

6 THE WITNESS (Nixon): This is Mr. Nixon. If I could
7 just maybe add two comments to that?

8 First, in the correspondence with -- with
9 Stephanie Clarkson, not only did she punt, as --
10 as was just said, she also denied any affiliation
11 with -- with NTE Connecticut; was unable to tell
12 us, even though she'd been the CEO and that she'd
13 signed documents on its behalf, including the
14 certificate of withdrawal in Connecticut and the
15 certificate of dissolution in Delaware, basically
16 claiming no knowledge at all of the corporate
17 structure. So, it's -- it's not clear at all who
18 it would be.

19 The way I would see it, and I -- I'm not an
20 American attorney, so I apologize, but it seems to
21 me a rather clear case of abandonment. I think
22 what happened is there was this permit they
23 received that clearly had no value to them
24 whatsoever. They did nothing with it.

25 So, you could call it an asset, but only in a

1 very, you know, it's just a piece of paper,
2 effectively. And -- and so I think effectively it
3 was just abandoned is the way -- is the way I
4 would regard it.

5 MR. GOLEMBIEWSKI: Okay. Thank you.

6 I guess I want to also follow, you know, I'm
7 sort of following your submittal, but the capacity
8 supply obligation, the CSO, was revoked in 2022.
9 And I guess your statement is that, that once that
10 happened there was no need for the facility that
11 is subject to this certificate.

12 Is that how I'm supposed to read your
13 finding, or your suggestion?

14 THE WITNESS (Baldwin): This is ken Baldwin for WEC.

15 During the course of the NTE proceeding,
16 Mr. Golembiewski, this, the application for the
17 power plant was initially denied by the Siting
18 Council because the Siting Council determined that
19 there was no need for the facility at that time.
20 And the basis of that need at that time was that
21 the power plant didn't get a capacity supply
22 obligation from ISO New England.

23 Fast forward a year and a half, NTE
24 Connecticut, LLC, went back into the auction. I
25 think they -- they passed on the very next

1 auction, and then the auction following that two
2 years after they did receive a capacity supply
3 obligation.

4 We came back to the Siting Council. NTE came
5 back to the Siting Council and said, okay. Now we
6 have our CSO. In the eyes of ISO New England,
7 that there's a need for the power that would be
8 generated by this facility.

9 The subsequent 2022 withdrawal of that CSO by
10 ISO New England effectively means that that, that
11 power plant, the power coming from that facility
12 is no longer needed as a part of the system. That
13 was the essence of our statement based on that
14 history.

15 THE WITNESS (Nixon): And if I could just add again,
16 Mr. Golembiewski -- Mr. Nixon again -- two further
17 points?

18 That I agree with, of course, with what
19 Mr. Baldwin said regarding 2022. But at the end
20 of 2022 ISO New England sends notice of intention
21 to terminate the -- the interconnection agreement.
22 And then the actual notice of termination is
23 issued on March the 1st, 2023. And then I think a
24 day or two later, NTE Connecticut files its
25 withdrawal to do business in Connecticut. And I

1 don't think these things are unrelated.

2 So I think what happens is we have a process
3 that begins with the loss of the CSO, continues on
4 with the loss of the interconnection agreement,
5 which FERC only formally approved, let's say in
6 August.

7 But what's also notable in relation to the
8 questions that were asked earlier by Attorney
9 Bachman, was that while there were lawyers
10 representing NTE Connecticut on the first matter
11 of the IS -- of the CSO, by the time the -- the
12 interconnection agreement was being terminated,
13 there was no longer anyone either receiving
14 messages, receiving notices, representing them.

15 The letters from ISO New England say, our
16 notices all went unanswered. The FERC notice of
17 termination says, our notices went unanswered.
18 And so, you know, and when you combine that, of
19 course, with the fact that in -- in May, 2024,
20 Connecticut Clean Energy Holdings assigns the
21 option agreement to purchase the property on -- on
22 Lake Road, to 189 Lake Road to WEC, and WEC
23 exercises that option.

24 Then you've got these, almost a trifecta.
25 You have three events, one after the other every

1 year showing that there's no way that this project
2 can be ever be built.

3 THE WITNESS (Baldwin): And Mr. Golembiewski, if I
4 could pile on it just for a second, because I
5 think it's relevant to Mr. Nixon's point?

6 This is Ken Baldwin -- sorry.

7 Our Exhibit 5 in the record is correspondence
8 from your department at DEEP, dated January 4,
9 2024. There was a wastewater discharge permit
10 issued to NTE back during that project's life to
11 DEEP starting in Dec -- I'm sorry, November of
12 2023. Then, following up with a final decision in
13 January of 2024, withdraws the permit or revokes
14 the permit, because in that second to the last
15 paragraph they say that the NT -- NTE has
16 withdrawn the registration to transaction act
17 business in the state of Connecticut.

18 And I bring that up because that's exactly
19 what we're asking the Siting Council to do here.
20 That the fact that NTE doesn't exist anymore,
21 we're asking the Siting Council on the same basis,
22 plus all the information, the additional
23 information we submitted to withdraw their permit.

24 MR. GOLEMBIEWSKI: Thank you. I appreciate the answer.

25 And I guess I'm just going to follow one last

1 question. The option for the properties in
2 question, WEC is currently the only entity that
3 is, currently is under contract for the property?

4 THE WITNESS (Baldwin): This is Ken Baldwin.

5 That's correct.

6 MR. GOLEMBIEWSKI: Okay. And then I guess I do have
7 one last question. SV Renewable, LLC, has no
8 corporate affiliation with any NTE Energy, LLC,
9 Corporation? I think that's what you said
10 earlier, but I just wanted to make sure.

11 THE WITNESS (Baldwin): Ken Baldwin again.

12 That's correct.

13 MR. GOLEMBIEWSKI: Okay. All right. Thank you.

14 That's all I have. Thank you.

15 THE CHAIR: Thank you, Mr. Golembiewski.

16 Moving on to Mr. Morissette. Do you have any
17 cross-examination?

18 MR. MORISSETTE: Yes, I do. Thank you,
19 Chairman-Designee Katz. And good afternoon,
20 panel.

21 Can everybody hear me okay?

22 THE WITNESS (Baldwin): Yes.

23 MR. MORISSETTE: Great. I'd like to start with the
24 property itself.

25 I agree with Mr. Golembiewski that with all

1 the names and affiliates here, it gets quite
2 confusing. And the more I read it, the more
3 confused I get. So, please bear with me.

4 The property was originally owned by the
5 Irwins and they had an option agreement with NTE
6 Connecticut, which expired in 2022. At that time,
7 Connecticut Clean Energy, I believe, negotiated
8 there their own option agreement. So, it was not
9 assigned. It's a new agreement. Correct?

10 Okay. And Connecticut Clean Energy's parent
11 at the time was NTE Energy. Is that correct?

12 THE WITNESS (Baldwin): Is the parent of -- I'm sorry.
13 It's Ken Baldwin.

14 MR. MORISSETTE: CT Clean --

15 THE WITNESS (Baldwin): Is that NTE Connecticut?

16 MR. MORISSETTE: No.

17 THE WITNESS (Baldwin): Maybe I should just ask you to
18 repeat. I'm sorry, Mr. Morissette.

19 MR. MORISSETTE: No problem.

20 So, Connecticut Clean Energy's parent is NTE
21 Energy at the time that the option agreement was
22 established?

23 THE WITNESS (Nixon): If I could maybe try and assist
24 here, perhaps? This is Mr. Nixon.

25 What we do know is that when the sale of

1 the -- of the assets in June, 2022, in that sale
2 agreement it was stated that -- that Connecticut
3 Clean Energy Holdings was an affiliate of the
4 seller, which was another NTE company, NTE, I
5 think, Clean Energy, LLC -- I can't remember the
6 exact name -- but Clean Energy Holdings was
7 another LLC. And C -- CCEH, Connecticut Clean
8 Energy Holdings was designated as an affiliate.

9 So that's the assumption we have that it was
10 part of the same group.

11 MR. MORISSETTE: Okay. So it may not have been a
12 parent. It may have been an affiliate?

13 THE WITNESS (Nixon): Absolutely.

14 MR. MORISSETTE: And at that point, you had WEC
15 purchased assets from Connecticut Clean Energy.
16 And one of them was the option agreement for the
17 property. Correct?

18 THE WITNESS (Nixon): This is Mr. Nixon.

19 Mr. Baldwin, correct me, but I believe that
20 was the only asset purchased.

21 THE WITNESS (Baldwin): Ken Baldwin.

22 Yes, that's correct.

23 MR. MORISSETTE: Okay. So the only item -- or the only
24 asset that was purchased was the option agreement.
25 And part of that purchase only addressed the

1 property. There was nothing associated with the
2 certificate?

3 THE WITNESS (Baldwin): That's correct. Just the
4 option to purchase the property.

5 MR. MORISSETTE: Okay.

6 THE WITNESS (Nixon): If I could just add perhaps,
7 Mr. Morissette?

8 At the time when we had negotiations with the
9 lawyer for CCEH, we had asked that the deal would
10 include the sale of the -- a surrender of their --
11 or surrender of the certificate, and they refused
12 to deal with that.

13 They said they know nothing about that.

14 MR. MORISSETTE: Hmm, interesting. Okay.

15 So, at this point in time WEC has an option
16 to purchase the property and their parent is SV
17 Renewables, and the parent of the umbrella is
18 Sunflower. And Vitis is no longer in the picture,
19 and they were formerly an NTE Energy affiliate.

20 Is that correct?

21 THE WITNESS (Nixon): Yes, we believe so.

22 MR. MORISSETTE: Okay. All right.

23 So, what it boils down to is WEC has got the
24 option for the property. Unfortunately, the
25 certificate is in the way?

1 THE WITNESS (Baldwin): That's correct.

2 MR. MORISSETTE: Okay. So, let's go through the
3 permits.

4 You talked a little bit about the
5 interconnection agreement that was terminated by
6 ISO and Eversource. There is an ability to
7 reapply for interconnection. Isn't that true?

8 THE WITNESS (Baldwin): This -- this is Ken Baldwin.

9 Yes, Mr. Morissette, I -- I suppose that it
10 is possible that they could apply for an
11 interconnection. They would need a project to do
12 that.

13 MR. MORISSETTE: Uh-huh, right.

14 THE WITNESS (Baldwin): And I would submit to you, they
15 don't have a project. They certainly don't have a
16 property on which the project could be developed.

17 The certificate is specific to the property
18 in question. And NTE Connecticut, which doesn't
19 exist anymore, doesn't have any interest in that
20 property. In fact, the only entity that does have
21 interest in the property is Wyndham Energy Center.

22 MR. MORISSETTE: Very good. Thank you.

23 As far as the certificate is concerned, there
24 are provisions to -- well, it terminates at
25 September 28, 2026, if construction is not

1 completed. Is there an ability to extend that
2 date? Or is that a date in which it's -- either
3 it's complete or the certificate is revoked?

4 THE WITNESS (Baldwin): This is Ken Baldwin.

5 No, I think -- I think the Siting Council
6 rules and regulations allow you to extend
7 certificates beyond the termination date. So, you
8 certainly have that, that authority to extend the
9 certificate.

10 MR. MORISSETTE: Right. Thank you.

11 So, let's talk about the capacity obligation.
12 It is possible if there was a project that an
13 entity could refile for the capacity, forward
14 capacity market. And assuming that they had the
15 property rights and the interconnection and
16 everything else associated with it, that they
17 could also file for a forward capacity auction in
18 the future?

19 THE WITNESS (Baldwin): This is Ken Baldwin.

20 Yes, again, in -- in that extraordinary
21 circumstance, Mr. Morissette, yes, it's possible.

22 MR. MORISSETTE: Right.

23 THE WITNESS (Baldwin): I think given the fact that NTE
24 Connecticut doesn't exist as an entity anymore,
25 and for all the reasons previously stated about

1 the fact that they have no interest in the
2 property any longer, related to the Siting Council
3 certificate I think it's extraordinarily unlikely.

4 MR. MORISSETTE: Okay. Let's look at NTE Connecticut
5 doesn't exist anymore. Once it is dissolved,
6 there's nothing that says that they can't
7 reestablish the entity. Is that possible?

8 THE WITNESS (Baldwin): Ken Baldwin.

9 Mr. Morissette, I think it's -- yeah, I think
10 it's possible that anyone, any entity could be
11 established or reestablished.

12 MR. MORISSETTE: Uh-huh.

13 THE WITNESS (Baldwin): But I'll refer back to my prior
14 answer. That may be the case, but NTE
15 Connecticut, if -- if reestablished, can't --
16 can't use the certificate that the Siting Council
17 issued because they don't have any rights to the
18 property.

19 MR. MORISSETTE: Right. We keep coming back to the
20 property. The property could be transferred back
21 to NTE Connecticut if -- if the parties agreed to
22 that at some point. It's possible?

23 THE WITNESS (Baldwin): Mr. Morissette, yes, anything
24 is possible on that.

25 MR. MORISSETTE: Right.

1 THE WITNESS (Baldwin): I -- I would -- I would submit
2 to you that is extraordinarily, highly unlikely.

3 MR. MORISSETTE: Uh-huh. Why do you --

4 THE WITNESS (Nixon): If I could ask?

5 Mr. Morissette, this is Mr. Nixon.

6 MR. MORISSETTE: Yeah?

7 THE WITNESS (Nixon): I believe that in some of the
8 correspondence with miss -- with Ms. Clarkson, we
9 had said that it was her obligation to even do
10 something to that effect, and so that she could
11 terminate the license.

12 And again -- and no response and no -- no
13 willingness to do anything at all.

14 MR. MORISSETTE: Okay. All right. Well, let's talk
15 about the water discharge in the air for that.
16 Both of those have been -- have expired and are
17 not in place, but it's possible.

18 And I agree it's not likely, but it's
19 possible that you could reestablish both of those.
20 It may take some time, but it could be done.

21 THE WITNESS (Baldwin): Mr. Morissette, this is Ken
22 Baldwin.

23 Any entity is able to apply for any permit at
24 any time.

25 MR. MORISSETTE: Uh-huh.

1 THE WITNESS (Baldwin): So yes, possible, I suppose,
2 but they would -- well, I'll just refer back to my
3 previous responses as well.

4 MR. MORISSETTE: Sure. Yeah, I appreciate that. And
5 thank you.

6 So, what I'm trying to get to is that the --
7 as stated by Attorney Baldwin, is that the
8 underlying property here is the fundamental piece
9 of this puzzle, I'll call it, because nobody can
10 do anything without the property.

11 But however, if all those other things that
12 we talked about are taken care of and the property
13 was to be transferred, it's possible that the
14 original certificated project could go forward.
15 That's more of a statement, not a question.
16 Sorry.

17 Let me see what else I have here.

18 So, what it really comes down to is that the
19 reopening of this is to -- you're asking the
20 Council to revoke the certificate. The
21 certificate is not void at this point, and it
22 won't be void until September 28, 2026. So it
23 won't be -- the only way to eliminate the
24 certificate is for the Council to revoke it.

25 Correct?

1 THE WITNESS (Baldwin): This is Ken Baldwin.

2 Yes, I think that's correct.

3 MR. MORISSETTE: Okay. Well, thank you for your
4 responses and bearing with me through the entities
5 as I try to figure this out.

6 But thank you for your time. That's all.
7 That's all I have for this afternoon, Chair
8 Designee Katz. Thank you.

9 THE CHAIR: Thank you, Mr. Morissette.

10 Mr. Carter, do you have any cross-examination
11 for the panel?

12 MR. CARTER: Thank you. I have none.

13 THE CHAIR: Thank you, Mr. Carter.

14 Ms. Hall, do you have any questions for the
15 panel?

16 MS. HALL: Just a couple.

17 First of all, I want to thank Attorney
18 Bachman and Mr. Golembiewski for -- and
19 Mr. Morissette for shedding some light on this.
20 It was pretty hard to go through all of this, and
21 I had a lot of questions. And I think that the
22 questioning so far has cleared a lot of things up
23 in my mind, but I do have a couple of questions.

24 Stephanie Clarkson, were any of her responses
25 to you in writing? Or was it just no response

1 whatsoever?

2 THE WITNESS (Nixon): This is Mr. Nixon.

3 We had responses in writing to a number of
4 e-mails. At one point, we were referred to her
5 counsel and I believe we wrote -- we had a number
6 of letters both that I wrote initially, and then
7 that Attorney Sobel wrote to two sets of -- to two
8 law firms on -- on behalf of Vitis, so where we
9 repeated our requests and our demands, and -- and
10 got no -- no positive response. Yes.

11 MS. HALL: All right. So, I'm a bit confused by that.

12 So, her -- did she reply in writing to you
13 that -- you said at one point, somebody
14 characterized it as there's nothing further she
15 could do for you. Is there anything in writing
16 that says that sort of thing?

17 THE WITNESS (Nixon): Yes, which what she says --
18 again, there were two issues that had come up.
19 One is the land and one was the certificate.

20 MS. HALL: Yeah?

21 THE WITNESS (Nixon): So with respect to the land, we
22 were told to be in touch with an attorney
23 representing Connecticut Clean Energy Holdings,
24 and that's what we did with the -- with Robinson &
25 Cole, and an agreement was made. And that that's

1 how we got the option to sign an agreement.

2 Funds were transferred and that's the
3 agreement which is -- which is in front of you and
4 which you agreed today to -- to accept with the
5 redaction of the -- of the financial details. So,
6 that was done regarding the land.

7 Then as regarding the -- the certificate, we
8 again asked that she would either act so as to
9 remove the certificate, or get us assistance in
10 talking to people who could help in that regard.
11 And the response we got was -- was very
12 straightforward.

13 It said that, as we've already told you --
14 and this was, I think, done in -- once in April
15 and again in May of 2024, Vitis Energy has no
16 legal, contractual or other relationship with NTE
17 Connecticut and any -- and the entities had
18 nothing to do with each one another. Any
19 inquiries should be directed to Robinson & Cole.

20 So we were sent to Robinson & Cole and
21 Robinson & Cole answered us as -- as Mr. Baldwin
22 has already responded.

23 MS. HALL: Okay.

24 THE WITNESS (Baldwin): Ms. Hall, if I could add to
25 that?

1 I think one of the -- one of the points that
2 I think we -- we tried to make in our responses to
3 the interrogatories and in our motion is -- is
4 that there were no secrets here. Stephanie
5 Clarkson was a part of this project at one point
6 as a former NTE person, and then a part, as we say
7 in response to question one in our
8 interrogatories, a part of -- of Connecticut Clean
9 hold -- Clean Energy Holdings, as a principal in
10 Vitis, who was the project developer.

11 They were a part of -- of early discussions
12 about the Wyndham Energy Project. They were a
13 part of the discussions, as we talk about in the
14 responses in the motion, when the project moved
15 from one parcel onto the parcel where the NTE
16 power plant was to be built.

17 So, it -- it was no secret to anybody. I
18 think I -- I completely understand the Council's
19 initial concerns that we -- we make sure that
20 everybody who may have any affiliation with the
21 former NTE project was provided notice of the
22 intent to ask the Council to remove the
23 certificate and an opportunity to comment on that.

24 One, I'll point out that none of them have
25 responded, have commented, or are on the phone

1 today to participate in this proceeding. None of
2 them have responded to any of those notices. In
3 fact, many of those notices were returned
4 unreceived.

5 But the NTE, the former NTE entities that
6 became Connecticut Clean Energy Holding entities
7 that became Vitis have been a part of the -- that
8 they've been around the table with us in planning
9 the project. So, I -- I think it's important to
10 keep that in mind that Stephanie Clarkson and
11 others were a part of the project. They were part
12 of the project team until just recently, as
13 Mr. Nixon explained.

14 So, the only thing that they wouldn't
15 cooperate with us on -- maybe that's too narrow a
16 view, at least from -- from the permitting side.
17 The only thing they weren't able to cooperate with
18 us on is the resolution of the certificate, of the
19 pending certificate matter.

20 But they were a part of the project in every
21 other way. They knew what was going on. They
22 knew I had a conversation with Attorney Zambrana
23 saying, okay. We're going to move forward and we
24 don't have any choice because you won't -- you
25 won't offer to revoke or -- or surrender the

1 certificate.

2 We don't -- we're not going to have any
3 choice, but to ask the Siting Council to do it on
4 their own based on all of the body of information
5 and evidence that we have in front of us. And
6 their response was, well, okay. That that's what
7 you'll have to do, because we -- we can't do
8 anything. We are not NTE. NTE is dissolved. We
9 don't have the ability to surrender the
10 certificate any longer.

11 So, I just want to, you know, kind of
12 reiterate that point that they were a part of the
13 project team for -- for the longest time. And
14 we're well aware of -- of what we were going to
15 have to do to seek some resolution of the
16 certificate issue before we got to September 2026,
17 or beyond as Mr. Morissette alluded to.

18 MS. HALL: Okay. Thank you. That's helpful.

19 One other question. Is there anything
20 that -- somebody, one of you referred to this as
21 being like an abandonment. Is there anything in
22 Connecticut case law or statutes that would
23 elucidate what the basis for abandonment might be?

24 THE WITNESS (Baldwin): This is Ken Baldwin.

25 I'm not aware of -- of anything off the top

1 of my head, but I -- I haven't researched the
2 issue.

3 MS. HALL: Okay. It might be helpful if there were
4 something there.

5 I mean, I understand everything that you've
6 said and working together. And I mean, and I do
7 understand the dilemma you're in, but you know at
8 some point we're going to have to make a
9 determination and there's going to have to be some
10 sort of basis for the determination.

11 That's all I have. Thank you.

12 THE CHAIR: Thank you, Ms. Hall.

13 Mr. Syme, do you have any questions for the
14 panel? Mr. Syme?

15 MR. SYME: I have none.

16 THE CHAIR: Thank you.

17 Mr. Lynch, questions for the panel?

18 MR. LYNCH: I have two, but they're more
19 housekeeping/clarifying questions.

20 Explain to me why -- I think Mr. Morissette
21 in his questions might have answered some of
22 these, but why after our two-year limitation on
23 starting the project or completing it was the
24 certificate not automatically forfeited?

25 THE WITNESS (Baldwin): Is that a question for the

1 panel, Mr. Lynch?

2 This is Ken Baldwin.

3 MR. LYNCH: For anybody.

4 THE WITNESS (Baldwin): I'll defer to Attorney Bachman,
5 but I -- I don't know that your statutes allow for
6 or -- or include provisions about an expiration,
7 expiration of the permit other than the -- the
8 time period that the Siting Council imposes in its
9 decision and order.

10 THE CHAIR: Attorney Bachman, do you have anything to
11 add to that? I don't want to ask you to give a
12 legal opinion right now, but.

13 ATTORNEY BACHMAN: Thank you, Chair Designate-Katz.

14 I do have a comment about that. There is
15 another way where a certificate could be revoked,
16 and that is if the certificate holder is not in
17 compliance with the conditions of the Siting
18 Council final decision.

19 Thank you.

20 THE CHAIR: Mr. Lynch, any other questions?

21 MR. LYNCH: Yeah, I have one other question.

22 THE CHAIR: Sure.

23 MR. LYNCH: I noticed that one of the interrogatories
24 on the -- they had some of the particulars that
25 would be emanated from the tower. And I noticed

1 that the NOx particulars would be over a 12-year
2 schedule, over the limit.

3 And my question is, I know NTE had an option
4 to buy NOx offsets. I was wondering whether that
5 still is in effect?

6 THE WITNESS (Baldwin): This is Ken Baldwin.

7 I -- I don't know, Mr. Lynch.

8 MR. LYNCH: Thank you, Madam Chairman. That's all.

9 THE CHAIR: Thank you, Mr. Lynch.

10 I just have maybe a couple of clarifying
11 questions. I'm still doing the who's on first.
12 It's been helpful, the questions from my fellow
13 councilmembers and Attorney Bachman, and the
14 explanation from the panel.

15 But if I understand it correctly, and maybe
16 this is a question to Mr. Baldwin, you were sort
17 of all around the table working on this project
18 together, and then NTE kind of dropped off the
19 radar. Am I characterizing that correctly?

20 THE WITNESS (Baldwin): This is Ken Baldwin --

21 THE CHAIR: (Unintelligible.)

22 THE WITNESS (Nixon): I'm sorry, you were breaking up,
23 Chair Katz. Sorry. I apologize if I spoke over
24 you.

25 THE CHAIR: No, no. I think I spoke over you. No,

1 please proceed.

2 THE WITNESS (Nixon): So WEC, Wyndham Energy Center was
3 initially established by the folks at NTE. And
4 then as discussed in June of 2022, SV Renewables
5 came along and -- and established its interest in
6 Wyndham Energy Center.

7 So -- and I'm sorry. You'll have to remind
8 me of the rest of your question.

9 THE CHAIR: Well, it's hard -- one of the parts of my
10 questions is, I see that Robinson & Cole
11 represents both NTE and Wyndham Energy Center, as
12 I see it here, but I think you're speaking on
13 behalf of Wyndham Energy Center.

14 So, is there no longer a client in the form
15 of NTE that Robinson & Cole is representing?

16 THE WITNESS (Nixon): That's right. We included in our
17 interrogatory responses that Robinson & Cole's
18 attorney-client relationship with NTE Connecticut
19 ended in May of 2022. So, they have not been a
20 client of ours for nearly three years.

21 We were engaged by Wyndham Energy Center
22 after it was established, and then re-engaged as a
23 firm representing SV Renewables as the new
24 principal at Wyndham Energy Center once they took
25 over the project.

1 THE CHAIR: So Robinson & Cole is no longer
2 representing NTE?

3 THE WITNESS (Nixon): That's correct.

4 THE CHAIR: Okay. All right. I'm just a little
5 confused by some of the back and forth on the
6 documents. That is all that I have for the panel.
7 Thank you for your time.

8 Attorney Bachman, is there any followup on
9 your part?

10 ATTORNEY BACHMAN: I don't have any further questions.

11 Thank you, Chair-Designate Katz.

12 THE CHAIR: Thank you so much.

13 Then I believe we would move on, normally
14 move on to the moving party by the certificate
15 holder, but it appears we don't have anyone
16 representing them on the panel on our call,
17 because as I understand it Robinson & Cole is no
18 longer representing them.

19 Is that correct?

20 THE WITNESS (Nixon): That's correct, Chair Katz.

21 THE CHAIR: Thank you. Thank you.

22 Well, then we will continue with
23 cross-examination of the moving parties by the
24 grouped parties, Not Another Power Plant, Wyndham
25 Land Trust and the Sierra Club. I don't believe

1 they are represented on the call, but could you
2 speak out if I am incorrect?

3
4 (No response.)

5
6 **THE CHAIR:** Okay. Hearing nothing, I will move on to
7 cross-examination of the moving parties, of the
8 moving party by the Town of Killingly, Attorneys
9 Roberts, Catino -- Attorney, are you on the call?

10 I think you are, Attorney Catino.

11 **ATTORNEY CATINO:** Yes. Thank you.

12 Ann Catino, on behalf of the Town.

13 We have no questions. Thank you.

14 **THE CHAIR:** Thank you. Thank you very much.

15 Okay. Next we would move on to
16 cross-examination by Connecticut Fund for the
17 Environment. Again, I don't believe anyone from
18 CFE is on the call. Could you speak up if I am
19 incorrect?

20
21 (No response.)

22
23 **THE CHAIR:** Hearing none, I believe that completes our
24 cross-examination. And unless I hear other
25 questions or issues from the Council, the Council

1 will recess until 6:30 p.m., until at which time
2 we will commence the public comment session of
3 this public hearing.

4 Thank you very much.

5
6 (End: 3:11 p.m.)
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CERTIFICATE

I hereby certify that the foregoing 55 pages are a complete and accurate computer-aided transcription of my original verbatim notes taken of the remote teleconference meeting of The Connecticut Siting Council hearing in Re: DOCKET NO. 470C, MOTION TO REOPEN THE CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED ISSUED TO NTE CONNECTICUT, LLC, BY THE COUNCIL ON JUNE 7, 2019, FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A 650-MEGAWATT DUAL-FUEL COMBINED CYCLE ELECTRIC GENERATING FACILITY AND ASSOCIATED ELECTRICAL INTERCONNECTION SWITCHYARD LOCATED AT 180 AND 189 LAKE ROAD, KILLINGLY, CONNECTICUT, which was held before ELIN S. KATZ, ESQ., THE CHAIR, on April 1, 2025.



Robert G. Dixon, CVR-M 857
Notary Public
My Commission Expires: 6/30/2025

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