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Also admitted in Massachusetts

March 19, 2025

Via Electronic Mail and Hand Delivery

Melanie A. Bachman, Esq.
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

Re: **Docket No. 470C – NTE Connecticut, LLC Certificate Of Environmental Compatibility And Public Need For The Construction, Maintenance And Operation Of A 650-MW Duel-Fuel Combined Cycle Electric Generating Facility and Associated Electrical Interconnection Switchyard Located at 180 and 189 Lake Road, Killingly, Connecticut**

Dear Attorney Bachman:

On behalf of Windham Energy Center, LLC (“WEC”), enclosed please find the original and fifteen (15) copies of WEC’s Responses to the Council’s Interrogatories for Docket No. 470C. Electronic copies of these responses have also been sent to the Council today.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Emilee Mooney Scott

Enclosure

STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

| | | |
|--|---|-----------------|
| IN RE: | : | |
| | : | |
| NTE CONNECTICUT, LLC CERTIFICATE OF | : | DOCKET NO. 470C |
| ENVIRONMENTAL COMPATIBILITY AND | : | |
| PUBLIC NEED 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. | : | MARCH 19, 2025 |

**RESPONSES OF WINDHAM ENERGY CENTER, LLC TO
CONNECTICUT SITING COUNCIL INTERROGATORIES**

On February 26, 2025, the Connecticut Siting Council (“Council”) issued Interrogatories to Windham Energy Center, LLC (“WEC”), relating to Docket No. 470C. Below are WEC’s responses.

Council Record of Docket No. 470B

Question No. 1

Referencing Finding of Fact (FOF) No. 2 of the Council’s Docket 470B final decision and the witness list for the Council’s Docket 470B proceedings, was any attempt made to contact NTE Connecticut LLC’s affiliates, including, but not limited to, NTE Energy, LLC and NTE Energy Services Co.? Explain.

Response

Yes. Due to the number of entities involved WEC provides the below summary of entities as context for WEC’s responses.

| | |
|------------------------------------|---|
| Windham Energy Center, LLC (“WEC”) | WEC was formed as a Delaware LLC on October 20, 2021. <u>See Attachment 1(a) hereto.</u> Stephanie Clarkson signed WEC’s Certificate of Formation as Authorized Person. At the time of formation, Connecticut Clean Energy Holdings, LLC (“CCEH”) was |
|------------------------------------|---|

| | |
|---|---|
| | <p>the sole member of WEC. On or about February 25, 2022, CCEH assigned its membership interests in WEC to NTE Clean Energy Partners, LLC. On or about June 2, 2022, NTE Clean Energy Partners, LLC assigned its membership interests in WEC to SV Renewables LLC (“SV Renewables”), WEC’s current corporate parent. SV Renewables is not an affiliate of CCEH, NTE Parent, or any other entities in the NTE corporate family and consequently WEC is not an affiliate of such entities.</p> |
| Connecticut Clean Energy Holdings, LLC (“CCEH”) | <p>When WEC was formed in 2021, CCEH was its sole member. When these Interrogatories refer to “Clean Energy Holdings” WEC assumes the reference is to CCEH and is providing its responses based on that assumption. As Stephanie Clarkson signed the March 4, 2024 Assignment and Assumption of Option Agreement by which CCEH assigned its option to purchase the 189 Lake Road, Killingly (“Subject Property”) to WEC on behalf of CCEH, WEC understands that CCEH is part of the NTE corporate family. <u>See</u> response to Question 10 below.</p> |
| NTE Connecticut, LLC (“NTEC”) | <p>NTEC was formed as a Delaware LLC in December 2015 and was cancelled as an LLC in December 2023. <u>See</u> Certificate of Cancellation provided as <u>Exhibit B</u> to WEC’s November 25, 2024 Motion to Reopen Docket 470B (“Motion”). NTEC was the applicant in Docket No. 470 and 470B. In the application filed in Docket No. 470, NTEC acknowledged that it was an affiliate of NTE Energy, LLC (i.e., NTE Parent). WEC is not aware of the specific relationship between NTEC and NTE Parent.</p> |
| NTE Energy, LLC (“NTE Parent”) | <p>NTE Parent was acknowledged as an affiliate of NTEC in NTEC’s Certificate application, but WEC is not aware of the full list of NTE Parent’s present subsidiaries. Following the retirement of Seth Shortlidge in 2019, Stephanie Clarkson was named Chief Financial Officer of NTE Parent. WEC notes that NTE Parent is still listed as an active LLC in Florida but NTE Parent’s website (www.nteenergy.com) is no longer active. NTE Parent’s 2024 Florida Limited Liability Company Annual Report filed with the Florida Secretary of State was signed by Stephanie Clarkson as Manager on April 30, 2024 (though an amended annual report was filed May 28, 2024). <u>See Attachment 1(b)</u> hereto.</p> |
| NTE Energy Services Company, LLC | <p>NTE Energy Services Company, LLC is an active LLC in Florida. <u>See Attachment 1(c)</u> hereto. WEC has no information about this entity other than what appears in Attachment 1(c), which is that its manager is NTE Parent.</p> |
| Vitis Energy LLC (“Vitis”) | <p>As acknowledged in WEC’s Certificate application, Vitis Energy LLC was (at the time of the application) assisting WEC in</p> |

| | |
|--|--|
| | <p>developing this BESS project as “lead developer.” Stephanie Clarkson and Maribel Zambrana, together with Morgan Carachure and Greg Haynes have been WEC’s primary contacts at Vitis Energy LLC. Vitis Energy was originally formed as NTE Energy Services, LLC in September 2020 and its name was changed to Vitis Energy LLC in May 2022 (with Stephanie Clarkson signing as authorized person). <u>See Attachment 1(d)</u> hereto. While WEC is not aware of the specific relationship between Vitis and NTE Parent, WEC understands that Vitis is part of the NTE corporate family based on the involvement of Ms. Clarkson and news reports. <u>See Attachment 1(e)</u> hereto. In its services agreement with SV Renewables, Vitis is stated to be an affiliate of NTE Clean Energy Partners, LLC.</p> |
|--|--|

As illustrated by the above summary, Stephanie Clarkson is the common point of contact for all of the relevant entities. Attorney Maribel Zambrana, referenced in Question 20 below, presently serves as in-house counsel for Vitis. Not only were Ms. Clarkson and Attorney Zambrana aware of WEC’s battery energy storage system (“BESS”) project that is the subject of WEC’s application in Docket No. 527, Vitis was, until recently, actively engaged in supporting it. As “lead developer” Vitis proposed that WEC’s BESS be located at the Subject Property. Of note, Ms. Clarkson and Attorney Zambrana assisted WEC in securing the March 4, 2024 Assignment and Assumption of Option Agreement by which CCEH assigned its option to purchase the Subject Property to WEC (and which was signed by Ms. Clarkson on behalf of CCEH). By email dated April 9, 2024, WEC’s attorney Anthony Vogel of Robinson & Cole asked Attorney Zambrana (with a copy to Ms. Clarkson) whether an entity other than NTEC held the NTEC Certificate. Attorney Zambrana replied by email on April 10 that it was believed that NTEC had been dissolved. This April 10 email exchange occurred before the last time Ms. Clarkson submitted an annual report on behalf of the NTE Parent (April 30, 2024). In other words, the NTE Parent leadership had actual knowledge of, and did not object to, WEC’s plans to build the BESS project on the same Subject Property that was the subject of the NTEC

Certificate.

On May 7, 2024, Attorney Baldwin spoke with Attorney Zambrana, who advised him that NTE Parent was “winding down” and that she now worked for Vitis. Despite repeated requests to assist WEC in identifying a person who could surrender NTEC’s Certificate, Attorney Zambrana and Ms. Clarkson declined to assist and maintained that NTEC had been cancelled and that they had no authority to act on its behalf.

As detailed in its January 29, 2025 correspondence to the Council, WEC has sent a number of notice letters to Ms. Clarkson as the last known point of contact for NTEC. These mailings were meant to prompt Ms. Clarkson (or anyone else) to act on behalf of NTEC. The mailings were not sent as an attempt to make contact with Ms. Clarkson or inform her or NTEC of WEC’s attempts before the Council to cancel the NTEC Certificate, as the WEC project team had already been communicating with Ms. Clarkson regarding the NTEC Certificate for several months.

Question No. 2

Is NTE Energy, LLC and/or NTE Energy Services Co. a registered business and/or registered agent of any registered business entity in the state of Florida? Submit any relevant documentation.

Response

Yes, both NTE Energy, LLC and NTE Energy Services Co. are registered businesses in Florida. Copies of recent annual reports are attached as Attachments 1(b) and 1(c).

Question No. 3

Referencing the service list for Docket 470B, dated December 18, 2024, Attorney Baldwin is the attorney of record for NTE Connecticut, LLC (NTE) and referencing the service lists for Docket 527, dated October 11, 2024, and Docket 470C, dated February 24, 2025,

Attorney Baldwin is the attorney of record for NTE and Windham Energy Center (WEC).
Explain.

Response

As noted above, WEC was originally part of the NTE corporate family. WEC originally retained Robinson & Cole while still part of the NTE family. Robinson & Cole's representation of WEC continued following its acquisition by SV Renewables. Robinson & Cole's relationship with NTEC ended in May of 2022.

Question No. 4

Referencing the service list for Docket 470B, dated December 18, 2024 and the service list for Docket 470C, dated February 24, 2025, has notice of WEC's November 25, 2024 Motion to Reopen Docket 470B (Motion to Reopen) been provided to:

- a) Attorney Baldwin, Attorney Phillips and/or Attorney Schaefer of Robinson & Cole, LLP;
- b) Attorney McCary of Murtha Cullina LLP;
- c) Tim Eves, Senior Vice President of NTE Energy, LLC; and
- d) Chris Rega, Senior Vice President of Engineering and Construction of NTE Energy, LLC?

Response

- a) The Attorney Baldwin referenced is the same Ken Baldwin participating in this proceeding. Attorneys Phillips and Schaefer are partners at Robinson & Cole and have been made aware.
- b) Attorney McCary has retired from the practice of law and is no longer involved in representing NTEC. However, Attorney Baldwin did reach out to Attorney McCary

and made him aware of the current proceeding. Attorney McCary confirmed that he has no current relationship with NTEC.

- c) Tim Eves ended his employment with NTE Parent in/about March of 2022. During a telephone conversation with Ken Baldwin, Mr. Eves was made aware of the current proceedings and stated that he has no authority to act on behalf of NTE Parent.
- d) Chris Rega ended his employment with NTE Parent in/about January of 2022. During a telephone conversation with Ken Baldwin on March 6, 2025, Mr. Rega was made aware of the current proceedings and stated that he has no authority to act on behalf of NTE Parent.

WEC's Motion to Reopen Docket No. 470B

Question No. 5

Referencing WEC's Motion to Reopen p. 5 and associated Exhibit A, did WEC provide notice of the filing of its Motion to Reopen the Council's Docket 470B Certificate to the Connecticut Secretary of the State consistent with the Secretary of State Statement of Withdrawal Registration for NTE that was issued on March 3, 2023?

Response

Pursuant to Conn. Gen. Stat. § 34-243r, the Secretary of the State may be appointed as agent for service of process of a foreign LLC. When the Secretary of State is served in this capacity, it must retain a copy of the service for its records and forward the other to the mailing address provided in the LLC's foreign registration certificate. Conn. Gen. Stat. §§ 34-243r(b), 34-275b(a)(4). Notice of the Motion was provided to Attorney Zambrana by email on November 22, 2024. Since WEC was already in touch with Attorney Zambrana and Ms. Clarkson, service through the Secretary of State was unnecessary. That said, the process of serving the Motion on the Secretary of the State has commenced.

Question No. 6

Referencing WEC's Motion to Reopen p. 5 and associated Exhibit A, and WEC's January 29, 2025 correspondence regarding efforts to contact NTE and associated Attachments A through E, did WEC provide notice to the Connecticut Secretary of the State as agent of NTE at the same time as it provided notice to Stephanie Clarkson as agent of NTE? Explain.

Response

As noted above, the Secretary of State is only the agent for service for a defunct LLC. Since Attorney Zambrana and Ms. Clarkson were already aware of the WEC project and the Motion, notice through the Secretary of the State was unnecessary. That said, the process of serving the Motion on the Secretary of the State has commenced.

Question No. 7

Referencing WEC's November 25, 2024 Motion to Reopen p. 5 and footnote 1, and associated Exhibit B, who was appointed receiver to represent NTE when its Delaware Certificate of Cancellation of Limited Liability Company was issued on December 27, 2023?

Response

To WEC's knowledge, no receiver has been appointed. Had there been a receiver appointed, Ms. Clarkson and/or Attorney Zambrana would have been expected to provide notice to this effect in one of the many communications on the topic of the NTEC Certificate.

Question No. 8

Referencing WEC's Motion to Reopen Exhibit C, has any attempt been made to contact Seth Shortlidge of NTE, who executed the 2016 Option Agreement?

Response

Seth Shortlidge retired from the NTE Parent in October 2019 as documented in news articles (*see, e.g.*, Stuart Korfhage, NTE Energy names new leadership team, ST. AUGUSTINE

RECORD (Oct. 19, 2019), provided as Attachment 8 hereto). When Mr. Shortlidge retired and a new leadership team was announced, Stephanie Clarkson was identified as NTE Parent's chief financial officer. See Attachment 8. Consequently, no attempt has been made to contact Mr. Shortlidge.

Question No. 9

Referencing WEC's Motion to Reopen pp. 5-6, when was NTE's 2016 Option Agreement for the facility site assigned to Clean Energy Holdings, LLC? Submit a copy of the Option Agreement Assignment to Clean Energy Holdings, LLC.

Response

As noted on page 5 of the Motion to Reopen, the 2016 Option Agreement for the facility site expired on March 3, 2022 and a new Option Agreement (not an assignment) was entered into with CCEH on March 6, 2022. A redacted copy of the new Option Agreement with CCEH is provided as Attachment 9 hereto. We recognize that this sequence of facts was described incorrectly in WEC's Application filed October 11, 2024. WEC apologizes for the discrepancy.

Question No. 10

What is NTE's affiliation with Clean Energy Holdings, LLC?

Response

WEC is not presently an affiliate of NTEC, NTE Parent or CCEH and WEC is not aware of specifically how the entities are related to each other. See response to Question 1. Given that Stephanie Clarkson signed the March 4, 2024 Assignment and Assumption of Option Agreement by which CCEH assigned its option to purchase the Subject Property to WEC on behalf of CCEH, WEC understands that CCEH is part of the NTE corporate family.

Question No. 11

Referencing WEC's Motion to Reopen pp. 5-6 and associated Exhibit D, when was the

Clean Energy Holdings, LLC March 6, 2022 Option Agreement assigned to WEC? Submit a copy of the Option Agreement Assignment to WEC.

Response

On May 29, 2024 CCEH and WEC executed an Assignment and Assumption of Option Agreement by which CCEH assigned its option to purchase the Subject Property to WEC. See Attachment 11(a) hereto, which provides a redacted copy of the Assignment and Assumption of Option Agreement. WEC has exercised the option. See Notice of Option to Purchase provided as Exhibit D of the Motion. The closing date for the purchase has been extended by agreement with the owners.

Question No. 12

What is WEC's affiliation with Clean Energy Holdings, LLC?

Response

None. See response to Question 1.

Question No. 13

Are Clean Energy Holdings, LLC and/or WEC registered businesses with the Connecticut Secretary of State? Submit copies of the business registrations.

Response

WEC registered as a foreign LLC with the Connecticut Secretary of the State on or about March 17, 2025. The public documents available through the Connecticut Secretary of the State website do not appear to include a registration for CCEH. WEC is not affiliated with CCEH and has no information on its registration status beyond what is publicly available.

Question No. 14

Referencing WEC's Motion to Reopen pp. 6-7 and the Council's Docket No. 470B FOF Nos. 88-94, could NTE participate in a future ISO-NE Forward Capacity Auction?

Response

NTEC has been cancelled and no longer exists, so it cannot transact business. Pursuant to 6 Del. C. § 18-803(b), “upon dissolution... the persons winding up the limited liability company’s affairs may” convey property and take certain other actions, but that wind-up process ends upon the filing of a certificate of cancellation. Now that NTEC has been cancelled, it cannot transact business by participating in a future ISO-NE forward capacity auction (or otherwise participate in the electricity market).

Even if NTE could still transact business, WEC has exercised the option to purchase the Subject Property. NTEC’s Certificate is particular to a specific piece of real property, the same Subject Property for which WEC has now exercised an option to purchase. Whether or not NTE could participate in a future ISO-NE auction or otherwise participate in any electricity market, it could not make use of the Certificate because it has lost control of the site to which the Certificate applies.

Question No. 15

Referencing WEC’s Motion to Reopen pp. 6-7 and the Council’s Docket No. 470B FOF Nos. 101-107, could NTE participate in other regional markets as a contributor to winter reliability because it is a dual-fueled facility?

Response

See response to Question 14.

Question No. 16

Referencing WEC’s Motion to Reopen pp. 6-7 and the Council’s Docket No. 470B FOF Nos. 174-175, could NTE enter into a new interconnection agreement with Eversource?

Response

See response to Question 14.

Question No. 17

Referencing WEC's Motion to Reopen p. 7 and associated footnotes, what is the status of the Connecticut DEEP wastewater discharge and air permits for the NTE facility? Submit copies of the permits.

Response

The December 1, 2018 air permit provides at § VII.D that the Permittee shall resubmit for review and approval a Best Available Control Technology ("BACT") analysis if construction does not begin within 18 months following DEEP's approval of the current BACT determination for such phase of construction. See Attachment 17(a) hereto. NTE's BACT recertification dated Nov. 24, 2020 also provided that the Permittee shall resubmit for review and approval a Best Available Control Technology analysis if construction does not begin within 18 months following DEEP's approval of the current BACT determination for such phase of construction. November 2020 was well over 18 months ago and construction has not commenced. NTE would need to recertify its air permit analysis with DEEP before construction could begin. See Attachment 17(b) hereto.

WEC is not in possession of, and DEEP's permit adjudication website does not include reference to, any permits dated after January 20, 2021. See Attachment 17(c) hereto. "If any person has not completed construction of the [approved facility] within two years of the approval, the commissioner may revoke such approval and require that a new application be submitted." C.G.S. § 22a-430-4(k)(5). Since construction was not completed within two years after January 20, 2021, the permit could be revoked by DEEP. WEC has requested information on status of permits and will submit once available. WEC understands that a permit application by NTEC was denied in/about November of 2023, but WEC does not have copies of the related materials. WEC has requested from DEEP information on status of permits, and copies of such

materials, and will submit them once available.

Even if NTEC's air and wastewater discharge permits were still valid, such permits apply to a facility with a specific design and location on a specific property. NTEC has lost access to the Subject Property, so it has lost access of the only property to which its air and wastewater discharge permits could apply.

Question No. 18

Referencing WEC's Motion to Reopen, Exhibits E and F, who represented NTE for the matters addressed by ISO-NE and the Federal Energy Regulatory Commission?

Response

Jenner & Block, including David W. DeBruin, Suedeem G. Kelly and Zachary Cohen.

Question No. 19

Referencing WEC's Motion to Reopen, Exhibit G, who represented NTE for the matter addressed in the DC Circuit Court of Appeals?

Response

Jenner & Block, including David W. DeBruin, Suedeem G. Kelly and Zachary Cohen.

Question No. 20

Referencing WEC's Motion to Reopen, Exhibit H, Eversource March 1, 2023 Notice of Termination of Interconnection Agreement, was any attempt made to contact Brian Romero and Maribel Zambrana of NTE?

Response

Brian Romero worked for Vitis after he worked for the NTE Parent, but left Vitis in November 2022 as confirmed by a telephone conversation with Ken Baldwin on March 6, 2025. Mr. Romero was made aware of the current proceeding, stated that he has no authority to act on behalf of NTE Parent, and does not currently have any relationship to any entity in the NTE

family.

Maribel Zambrana serves as internal legal counsel and VP for Vitis, which had acted, until January 1, 2025, as service provider and “lead developer” to WEC on the BESS project. There has been extensive communication with Attorney Zambrana. See response to Question 1.

Question No. 21

Referencing WEC’s January 29, 2025 correspondence regarding efforts to contact NTE, prior to November 19, 21, 25 and 26, 2024, all of which were the week before Thanksgiving, what attempts were made to contact NTE? Explain and document the attempts to contact NTE prior to this time period, if any.

Response

There has been extensive communication with Attorney Zambrana and Ms. Clarkson before the mailings sent in November 2024 and January 2025. See response to Question 1.

Question No. 22

Referencing WEC’s January 29, 2025 correspondence regarding efforts to contact NTE, Attachment B, Exhibits C, D and E, why were the 3 certified mail items addressed to NTE at 99 King Street #3785 and where are the certified mail items referenced in the USPS Tracking histories now? Have they all been returned to sender? Explain.

Response

After efforts to contact NTEC at NTEC’s last known address were unsuccessful, WEC attempted to contact Stephanie Clarkson at her present business address, the mailing address for Vitis. As of March 19, 2025, Vitis’s website provides 99 King Street #3785 as Vitis’s mailing address.¹ In the Statement of Withdrawal Registration filed with the Secretary of State of Connecticut on March 3, 2023, this address is also the address given by Stephanie Clarkson on

¹ See: <https://vitisenergy.com/contact/headquarters/>.

behalf of NTEC as the address for service of process. See Exhibit A to the Motion. All correspondence referenced in WEC's January 29, 2025 regarding efforts to contact NTE has now been returned.

Question No. 23

Referencing WEC's January 29, 2025 correspondence regarding efforts to contact NTE, has WEC received any response from NTE and/or its agents, including the states of Connecticut, Delaware and Florida, to the date of these interrogatories? Submit copies of any responses.

Response

No response has been received from NTEC as a legal entity. As discussed in response to Question 1, there has been extensive communication with Ms. Clarkson and Attorney Zambrana.

On March 14, 2025 WEC sent additional notice letters to NTE Parent, NTE Energy Services Company, LLC, and NTEC. See Attachment 23 hereto.

Question No. 24

Has WEC offered, or would WEC offer, to purchase the Certificate from NTE and/or any of its registered agents? Explain.

Response

WEC has been advised by Attorney Zambrana that NTEC is unable to act with respect to the Certificate. Therefore, WEC has not made specific offers to purchase the Certificate.

ATTACHMENT 1(a)

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is _____
Windham Energy Center LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at _____ 919 North Market Street, Suite 950 _____ (street), in the City of _____ Wilmington _____, Zip Code _____ 19801 _____. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is InCorp Services, Inc.

By: ✓



Authorized Person

Name: _____ Stephanie Clarkson
Print or Type

ATTACHMENT 1(b)

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000032730

Entity Name: NTE ENERGY, LLC

Current Principal Place of Business:

99 KING STREET
UNIT 3785
ST. AUGUSTINE, FL 32085

Current Mailing Address:

99 KING STREET
UNIT 3785
ST. AUGUSTINE, FL 32085 US

FEI Number: 26-4598151

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: STEPHANIE CLARKSON

04/30/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED REPRESENTATIVE
Name FIRST COAST POWER HOLDINGS,
LLC
Address 99 KING STREET
UNIT 3785
City-State-Zip: ST. AUGUSTINE FL 32085

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEPHANIE CLARKSON

MGR

04/30/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

2024 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# L09000032730

Entity Name: NTE ENERGY, LLC

Current Principal Place of Business:

7901 4TH ST N #21191

SAINT PETERSBURG, FL 33702

Current Mailing Address:

7901 4TH ST N #21191

SAINT PETERSBURG, FL 33702 US

FEI Number: 26-4598151

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC

7901 4TH ST. N, STE. 300

ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED REPRESENTATIVE

Name FCP MANAGING MEMBER, LLC

Address 8 THE GREEN, #19373

City-State-Zip: DOVER DE 19901

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEPHANIE CLARKSON

**AUTHORIZED
REPRESENTATIVE**

05/28/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000032730

Entity Name: NTE ENERGY, LLC

Current Principal Place of Business:

7901 4TH ST N #21191

SAINT PETERSBURG, FL 33702

Current Mailing Address:

7901 4TH ST N #21191

SAINT PETERSBURG, FL 33702 US

FEI Number: 26-4598151

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC

7901 4TH ST. N, STE. 300

ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED REPRESENTATIVE

Name FCP MANAGING MEMBER, LLC

Address 8 THE GREEN, #19373

City-State-Zip: DOVER DE 19901

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LLC FCP MANAGING MEMBER

**AUTHORIZED
REPRESENTATIVE**

02/23/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

ATTACHMENT 1(c)

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000028348

Entity Name: NTE ENERGY SERVICES COMPANY, LLC

Current Principal Place of Business:

7901 4TH ST N #21197
SAINT PETERSBURG, FL 33702

Current Mailing Address:

7901 4TH ST N #21197
SAINT PETERSBURG, FL 33702 US

FEI Number: 80-0564296

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH ST. N, STE. 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name NTE ENERGY, LLC
Address 7901 4TH ST N SUITE 300
City-State-Zip: SAINT PETERSBURG FL 33702

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LLC NTE ENERGY

MANAGER

02/21/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

ATTACHMENT 1(d)

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L20000301831
FILED 8:00 AM
September 23, 2020
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

NTE ENERGY SERVICES LLC

Article II

The street address of the principal office of the Limited Liability Company is:

24 CATHEDRAL PLACE, SUITE 300
ST. AUGUSTINE, FL. US 32084

The mailing address of the Limited Liability Company is:

24 CATHEDRAL PLACE, SUITE 300
ST. AUGUSTINE, FL. US 32084

Article III

The name and Florida street address of the registered agent is:

CONNECTICUT POWER HOLDINGS, LLC
24 CATHEDRAL PLACE
SUITE 300
ST. AUGUSTINE, FL. 32084

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SARAH MONTILLA

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR
FIRST COAST POWER HOLDINGS LLC
24 CATHEDRAL PL, SUITE 300
SAINT AUGUSTINE, FL. 32084 US

Title: AMBR
TRENERGY LLC
24 CATHEDRAL PLACE, SUITE 300
ST. AUGUSTINE, FL. 32084 US

Title: AMBR
GREEN POWER INVESTMENTS
24 CATHEDRAL PLACE, SUITE 300
ST. AUGUSTINE, FL. 32084 US

L20000301831
FILED 8:00 AM
September 23, 2020
Sec. Of State
jafason

Article V

The effective date for this Limited Liability Company shall be:

09/23/2020

Signature of member or an authorized representative

Electronic Signature: SARAH MONTILLA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L20000301831

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

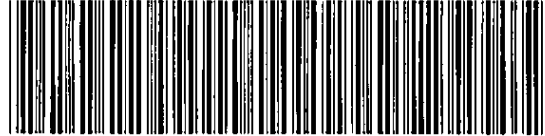
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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MAY 26 PM 4: 00:22 MAY 26 PM 3:44

SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 710038 8368973

AUTHORIZATION :

COST LIMIT : \$ 30.00

ORDER DATE : May 26, 2022

ORDER TIME : 1:43 PM

ORDER NO. : 710038-005

CUSTOMER NO: 8368973

DOMESTIC AMENDMENT FILING

NAME: NTE ENERGY SERVICES LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY

XX PLAIN STAMPED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Alexxis Weiland -- EXT#

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: NTE ENERGY SERVICES LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Stephanie Clarkson

Name of Person

NTE ENERGY SERVICES

Firm/Company

99 King Street, Unit 3785

Address

Saint Augustine, FL 32085

City/State and Zip Code

sclarkson@nteenergy.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephanie Clarkson

904 687-1857
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> \$25.00 Filing Fee | <input checked="" type="checkbox"/> \$30.00 Filing Fee & Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed) |
|---|---|--|--|

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

FILED

MAY 26 PM 4:53

SECRETARY OF STATE
TALLAHASSEE, FL

NTE Energy Services LLC

(Name of the Limited Liability Company as it now appears on our records)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 09/23/2020 and assigned
Florida document number L20000 301831.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Vitis Energy LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "LLC."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

[illegible]

[illegible]

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated May 15

2022

Signature of a member of authorized n

Signature of a member or authorized representative of a member

Stephanie Clarkson

Typed or printed name of signee

ATTACHMENT 1(e)



Company Profile

NTE Energy

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NTE Energy launches Vitis Energy

Nationwide portfolio to include solar, BESS assets

June 06, 2022 16:53 ET | Source: [NTE Energy](#) [Follow](#)

SAINT AUGUSTINE, FLORIDA, June 06, 2022 (GLOBE NEWSWIRE) -- SAINT AUGUSTINE, Fla., June 6, 2022 – NTE Energy launches new platform called, Vitis Energy, a move corporate leadership says reflects the company’s growing focus on clean energy development.

Best known for developing, constructing, and operating highly efficient natural gas-powered electric generating facilities, NTE Energy announced last year that it had more than 4 GW of clean energy development pipeline which includes solar, battery energy storage, and other renewable systems.

“This is just the latest step in our company’s evolution,” Chief Executive Officer, Stephanie Clarkson said. “The new platform reflects our expanded focus from ‘natural, trusted and efficient’ generation projects to include the renewable energy pipeline. Together, our development portfolio and leadership team will help many more achieve their clean energy goals.”

Vitis has a large, diversified portfolio of renewable energy projects under development across the country. The initial 500MW portfolio will benefit from an investment from Sunflower Sustainable Investments, a listed Israeli clean energy company. By leveraging Vitis’ strong track-record and Sunflower’s global experience, the initial portfolio will address a large and growing demand for clean energy across target markets.

Share





NTE Energy launches Vitis Energy



development of renewable and conventional generating plants, commercial origination, and management of major power projects. Previously, Miller held leadership positions at Duke Energy, where she managed complex interconnection projects and oversaw the solar and distributed generation queue

“Vitis has built part of its renewable energy pipeline on strong relationships created in the East Region,” Miller said. “We are currently focused on extending our reach to additional locations throughout the US.”

Kyle Wilbur, vice president, commercial – clean energy: Kyle provides leadership over clean energy business development. With a focus on M&A, he leverages his proven track record of executing complex renewable energy transactions to spearhead growth. He joined the company from Atlantic Power Corporation, where he served as vice president of commercial development and was responsible for all new power generation asset acquisitions. Wilbur previously served as solar development director for ENGIE North America and as managing partner of the energy practice for Brownfields Development.

Michael Trobaugh, vice president of commercial, leads the company’s origination efforts. His background includes successfully executing long-term power purchase agreements and implementing creative energy solutions for municipalities, cooperatives and corporate customers across the US markets. Previously, Trobaugh held leadership positions at The Energy Authority, where he was responsible for managing energy portfolio risk for municipalities throughout the country.

“This allows us to align our organization with the clean energy goals of our customers across the US markets.” Trobaugh said.

About Vitis Energy

Headquartered in St. Augustine, Florida, Vitis Energy will develop strategically located electric generation facilities throughout North America. The company executes a strategy of



NTE Energy launches Vitis Energy



construction and operation.

Contact:

Vitis Energy

(904) 687-1857

slee@vitisenergy.com

Tags

- energy.
- clean energy.
- renewable energy.
- solar
- battery storage
- energy storage
- energy development
- energy finance
- renewables
- power

Related Links

- [NTE Energy](#)
- [NTE Clean Energy](#)

Contact Data

Shani Lee

NTE Energy

9046871857

slee@nteenergy.com

[Contact](#)

Explore



NTE Energy launches Vitis Energy



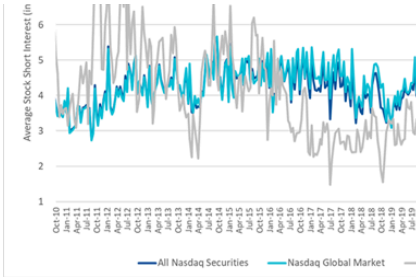
Mike Anthony of Anthony Funeral & Cremation Chapel...

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ATTACHMENT 8

NewsRoom

10/19/19 St. Augustine Record (St. Augustine, Fla.) (Pg. Unavail. Online)
2019 WLNR 31624272

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October 19, 2019

NTE Energy names new leadership team

Stuart Korfhage; The St. Augustine Record, Fla.

Oct. 19-- Oct. 19--NTE Energy, which is headquartered in St. Augustine, announced a change in its leadership structure on Friday.

Tim Eves, Mike Green and Stephanie Clarkson will share oversight of all company operations as it continues development of new power plants in Connecticut and the Carolinas, the company announced.

As co-presidents, Eves, Green and Clarkson will share ownership and day-to-day management of the company. They succeed Seth Shortlidge, who in 2009 founded NTE with his wife, Jane, as an energy consulting firm. As president, Shortlidge expanded it to become a leading energy developer and power supplier.

"Sadly, Jane did not live to see the opening of the Middletown Energy Center and Kings Mountain Energy Center, which were under development when she passed away from cancer in 2014," Shortlidge said in a release. "Now that these two major projects are operational, and as the fifth anniversary of Jane's passing approaches, I have decided to step away from my role as head of NTE in order to spend more time with my three children."

Under Shortlidge's leadership, NTE made the Inc. 5000 list of fastest-growing private companies six times in its first 10 years.

Eves brings more than 40 years of experience to his new role at NTE Energy. Prior to joining the company in 2010, he held various leadership roles for Calpine Corporation in the areas of project development and origination. He also had a 20-year career with Westinghouse Power Generation in both domestic and international markets.

Green has more than 45 years of experience in the energy industry, having previously served in key management-level positions at Duke Energy. He served as a senior evaluator for the Institute of Nuclear Operations and assisted the U.S. State Department through USAID with evaluation of the Egyptian Energy Association's transmission upgrade efforts in Cairo.

As NTE's chief financial officer, Clarkson was responsible for financial planning and oversight. Prior to being appointed CFO, she served as NTE's senior vice president of finance, drawing on her more than 20 years of experience managing corporate and project finance activities in public infrastructure, commercial development and biomedical engineering.

In addition to its St. Augustine headquarters, NTE has offices in Boston and Charlotte.

---- Index References ----

Company: CALPINE CORP; DUKE ENERGY CORP; NTE Energy

News Subject: (Business Management (1BU42); Corporate Events (1CR05); Executive Personnel Changes (1EX23); HR & Labor Management (1HR87))

Industry: (Electric Utilities (1EL82); Electric Utilities Generation (1EL37); Electric Utilities Generators (1EL15); Energy & Fuel (1EN13); Independent Power Producers (1IN88); Utilities (1UT12))

Region: (Americas (1AM92); North America (1NO39); U.S. New England Region (1NE37); USA (1US73))

Language: EN

Other Indexing: (Stephanie Clarkson; Seth Shortlidge; Jane; Tim Eves; Mike Green)

Word Count: 363

End of Document

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NewsRoom

ATTACHMENT 9

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), dated as of ____ day of March, 2022 (the "Effective Date"), is by and between Geoffrey A. Sorrow, of 189 Lake Road, Killingly, Connecticut 06241, Gerald T. Erwin, Sr. and Annarita D. Erwin, both of 324 Beechwood Road, West Hartford, Connecticut 06107 (collectively, the "Seller"), and Connecticut Clean Energy Holdings, LLC ("Purchaser"), a Delaware limited liability company, whose address is 24 Cathedral Place, Suite 300, St. Augustine, Florida 32084.

1. **Grant of Option.** In consideration for the sum of [REDACTED] (the "Option Payment"), to be paid within thirty (30) days of execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby grants to Purchaser, its successors and assigns, the exclusive right and option (the "Option") to purchase certain lots or parcels of land known as 180 and 189 Lake Road in Killingly, Connecticut totaling approximately seventy-one and seven tenths (71.7) acres, as outlined and labeled on the map attached hereto and by this reference incorporated herein as **Exhibit A-1** (the "Map"), and as more particularly described in **Exhibit A-2** attached hereto and incorporated herein, together with all improvements thereon and all rights, privileges, easements and appurtenances thereto, including without limitation, all of Seller's right, title and interest in and to (i) all air rights, subsurface rights, mineral rights, and riparian and other water rights, and (ii) all easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining said parcel(s); and (iii) any other easements, rights-of-way or other interests appurtenant or otherwise benefitting said parcels (collectively, the "Property"). The Option Payment set forth in this Section shall be non-refundable and not credited against the Purchase Price if Purchaser exercises the Option. The parties acknowledge that the Property contains a burial ground shown as "Cemetery" (the "Cemetery") on the Map. Purchaser may, at its option, exclude the Cemetery and property surrounding the Cemetery not to exceed five (5) acres (the "Cemetery Parcel") from the Property. If Purchaser elects to exclude the Cemetery Parcel from the Property, it shall (i) obtain all governmental approvals required in order to separate the Cemetery Parcel from the Property; and (ii) update the Survey (as hereafter defined) to exclude the Cemetery Parcel. Seller shall cooperate with Purchaser in obtaining such approvals.

2. **Option Term.** The term of the Option shall commence on the Effective Date and shall expire on the date that is two years after the Effective Date (the "Option Term").

3. **Exercise of Option.** Purchaser shall have the right, at its sole discretion, to exercise the Option at any time during the Option Term by written notice of exercise given to Seller on or before the expiration of the Option Term ("Notice of Exercise"). If Purchaser does not exercise the Option on or before the expiration of the Option Term, this Agreement shall automatically expire and be of no further force or effect, and neither party shall have any further obligations or liabilities hereunder except as otherwise expressly set forth in this.

4. **Purchase Price.** If Purchaser exercises the Option, the purchase price for the Property shall be determined as follows: The purchase price for each of 180 and 189 Lake Road, Killingly, Connecticut shall be [REDACTED] per acre, with the exact acreage of each tract and the resulting purchase price (the "Purchase Price") to be determined by the survey (using the Seller's existing boundary lines) to be obtained by Purchaser pursuant to paragraph 7 herein (the "Survey"). Based on the approximate acreage, the Purchase Price is estimated to be approximately [REDACTED] but the true Purchase Price will be calculated based on the acreage of each parcel as shown on the Survey. The Purchase Price, subject to credits and adjustment as provided herein, shall be paid by Purchaser at the closing to be held pursuant to Paragraph

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12 herein (the "Closing") by wire transfer(s) made by Purchaser to the Closing attorney's Trust account. A copy of the Survey shall be made available to Seller should Purchaser not purchase the Property.

5. **Adjustments and Costs.** Real estate taxes assessed against the Property shall be prorated between Seller and Purchaser as of the date of Closing (the "Closing Date") in accordance with the custom of the local bar association of the county in which the Property is located. Seller shall pay all personal property taxes and any roll-back or deferred taxes. If there are any assessments against the Property on Closing Date, then Seller shall pay same. If there are any utilities serving the Property, then Seller shall obtain meter readings of such utilities as of the Closing Date and shall be responsible for payment of all such utilities consumed on or before the Closing Date. The real estate transfer tax or the revenue stamps shall be paid by the Seller. Any costs not specifically addressed herein shall be assessed according to local custom. Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section or not otherwise provided for herein, including without limitation such parties own attorneys' fees.

6. **Due Diligence.** Purchaser and its employees, consultants, contractors and agents shall have the right to enter on the Property at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, specifically including, but not limited to a Phase 1 and a Phase 2 Environmental Assessment/Audit, and other such studies, tests, exams, and assessments as Purchaser determines are necessary or beneficial in Purchaser's sole discretion, (iii) review the applicable zoning laws, and (iv) do such other things as Purchaser determines, it is sole discretion, to be required to determine the suitability of the Property for development and Purchaser's intended use of the Property for a power generation plant or battery storage facility. Seller acknowledges that such due diligence may include the digging of test pits and the cutting of trees on the Property, which Seller hereby approves. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to and does hereby indemnify, defend and hold harmless Seller against any mechanics liens or any loss, injury, death, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising out of such inspections, studies, tests, exams and assessments by Purchaser and its employees, consultants, contractors and agents or otherwise from the exercise by Purchaser, its agents or representatives of the right of entry under this Section Seller may sustain as a result of an accident or injury and that arises as a direct result from the negligence or willful misconduct of Purchaser and its employees, consultants, contractors and agents on the Property. In addition, if Purchaser does not exercise the Option, Purchaser agrees to make a reasonable effort to restore the Property to the condition the Property was in prior to Purchaser's due diligence activities, to the extent practicable. Seller hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Property caused by such inspections, studies, tests, exams, and assessments, and that Purchaser shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby. Results of any studies will be made available to Seller should Purchaser not purchase the Property and Purchaser agrees to keep the results of the studies confidential.

7. **Title.** Purchaser shall have the right, at its sole discretion, not later than six (6) months from the Effective Date to do an examination of the title to the Property and to cause a survey to be prepared. If Purchaser, in its sole discretion, objects to any matter affecting title or objects to the survey or of any other nonconformity of the Property to the requirements set forth in this Agreement, Purchaser shall, no later than seven (7) months from the Effective Date, provide to Seller a copy of any survey, certificate of title, title search or report or title insurance binder obtained by Purchaser relating to the Property together with a written statement of any such objections or nonconformities (a "Title Defect Notice"), Seller shall have a reasonable period of time, not to exceed sixty (60) days after receipt of the Title Defect Notice ("Seller's Title Cure Period"), within which to remedy or cure any such objections or nonconformities. Seller shall use commercially reasonable efforts to cure such objections or nonconformities. If, despite

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Seller's efforts, such objections or nonconformities cannot be corrected or remedied within such time period to the satisfaction of Purchaser in its sole discretion, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities and if such objection is a lien that can be removed by the payment of a definitely ascertainable amount, Purchaser shall have the right to pay or assume such amount, and receive a corresponding credit against the Purchase Price, (ii) to undertake the cure of such objections or nonconformities, or (iii) to terminate this Agreement. If Purchaser elects to undertake the cure, then Purchaser shall have an additional sixty (60) days to remedy or cure such objections or nonconformities ("Purchaser's Title Cure Period"), and the costs incurred by Purchaser shall be credited against the Purchase Price. If Purchaser is unsuccessful in curing such objections or nonconformities, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities, with a credit against the Purchase Price equal to the costs incurred by Purchaser and the cost to pay off any lien against the Property, or (ii) to terminate this Agreement. If this Agreement is terminated, and neither party shall have any further obligations or liabilities under this Agreement except as provided in this Section or as otherwise expressly set forth in this Agreement. The parties acknowledge and agree that the Option Term and the Closing Date, shall be extended by the number of days in the Seller's Title Cure Period and, if elected by Purchaser, the Purchaser's Title Cure Period. Notwithstanding the foregoing, Purchaser shall have the right, at any time before Closing, to obtain a revised survey which excludes the Cemetery Parcel from the Property.

Purchaser shall have the right, at its sole discretion prior to Closing to do an updated examination of the title to the Property. If Purchaser, in its sole discretion, objects to any matter affecting title or of any other nonconformity of the Property to the requirements set forth in this Agreement, Purchaser shall provide to Seller a copy of any certificate of title, title search or report or title insurance binder obtained by Purchaser relating to the Property together with a Title Defect Notice, Seller shall have a reasonable period of time, not to exceed sixty (60) days after receipt of the Title Defect Notice ("Seller's Additional Title Cure Period"), within which to remedy or cure any such objections or nonconformities. Seller shall use commercially reasonable efforts to cure such objections or nonconformities. If, despite Seller's efforts, such objections or nonconformities cannot be corrected or remedied within such time period to the satisfaction of Purchaser in its sole discretion, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities and if such objection is a lien that can be removed by the payment of a definitely ascertainable amount, Purchaser shall have the right to pay or assume such amount, and receive a corresponding credit against the Purchase Price, (ii) to undertake the cure of such objections or nonconformities, or (iii) to terminate this Agreement. If Purchaser elects to undertake the cure, then Purchaser shall have an additional sixty (60) days to remedy or cure such objections or nonconformities ("Purchaser's Additional Cure Period"), and the costs incurred by Purchaser shall be credited against the Purchase Price. If Purchaser is unsuccessful in curing such objections or nonconformities, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities, with a credit against the Purchase Price equal to the costs incurred by Purchaser and the cost to pay off any lien against the Property, or (ii) to terminate this Agreement. If this Agreement is terminated, and neither party shall have any further obligations or liabilities under this Agreement except as provided in this Section or as otherwise expressly set forth in this Agreement. The parties acknowledge and agree that the Option Term and the Closing Date, shall be extended by the number of days in the Seller's Additional Title Cure Period and, if elected by Purchaser, the Purchaser's Additional Title Cure Period.

8. Permits. Purchaser shall have the right, at its sole discretion, to seek all permits, licenses, zoning changes, approvals and the like, including any appeals therefrom whether administrative or in the courts, that Purchaser may deem necessary or convenient for its intended use of the Property, with all federal, state and local government entities, departments, and agencies; provided, however, that such permits, licenses, zoning changes, approvals, and the like shall be expressly conditioned upon the Closing hereunder, unless otherwise agreed in writing by Seller. Seller agrees not to object to Purchaser's applications for such permits, licenses, zoning changes, approvals and the like, and Seller agrees to

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reasonably cooperate with Purchaser, at Purchaser's cost, in connection with such permits, licenses, zoning changes, approvals and the like.

9. Representations and Warranties.

(a) Seller represents and warrants to Purchaser that the following are, to the best of Seller's knowledge, true as of the Effective Date and will be true as of the Closing:

(i) Seller has no actual knowledge of the existence of any violations of laws or regulations affecting the Property. Seller has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation.

(ii) Seller has no actual knowledge of any pending or threatened actions or proceeding regarding condemnation of the Property or any part thereof.

(iii) There are no outstanding contracts, option agreements, rights of first refusal or offer or other agreements that grant any third party the right or option to purchase, use or occupy all or any portion of the Property. There are no adverse or other parties in possession of the Property or of any part thereof.

(iv) To the best of the Seller's knowledge, the Property has not been and is not being used to treat, store or dispose of waste materials or hazardous substances, and there have not been, and there are not currently, any surface impoundments, lagoons, waste piles or landfills located on the Property. Neither Seller, nor, to Seller's knowledge, anyone else, has otherwise dumped, placed or discharged waste materials or hazardous substances on the Property or adjacent property, including surface water.

(v) To the best of Seller's knowledge, none of the following operations or businesses have been conducted at all or any portion of the Property: dry cleaning, furniture stripping, or a facility for vehicle body repairs.

(vi) To the best of Seller's knowledge, (A) on or after November 19, 1980, no operation located on all or any portion of the Property generated more than one hundred kilograms of hazardous waste in any one month, and (B) no hazardous waste generated at a different location was recycled, reclaimed, reused, stored, handled, treated, transported or disposed of at the Property.

(vii) Seller has not received written notice that any governmental or public agency has inspected, or proposes to carry out an inspection of the Property, soil, water or air sampling, installation or operation of temporary or permanent ground water monitoring wells, or investigation, cessation, prevention, correction, amelioration or enhancement of any condition located on or beneath the Property or adjacent property.

(viii) To the best of the Seller's knowledge, there are no endangered species, protected wildlife or protected artifacts on the Property.

(ix) Seller is the owner of the Property, and Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided in this Agreement and to perform its obligations hereunder.

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Seller shall indemnify and hold Purchaser harmless from any loss, claims, damages, fines, fees, or cause of action, including, but not limited to attorneys' fees and court costs, that arise because of a breach of Seller's representations and warranties contained within this paragraph or elsewhere in this Agreement.

(b) Purchaser represents and warrants to Seller that the following is true as of the Effective Date and will be true as of the Closing: Purchaser has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Each party's obligations under this Agreement are expressly contingent upon all of the above representations and warranties of the other party being true and correct in all material respects when made and on the Closing Date. If either party discovers prior to or at the Closing that any representation or warranty of the other party is materially untrue or incorrect, the discovering party may elect to waive any remedies and proceed with Closing or to treat such event as an event of default hereunder. Such representations and warranties shall survive the Closing.

10. Interim Considerations. Between the date of this Agreement and the Closing Date:

(a) Seller shall not (i) dispose of any interest in the Property, (ii) mortgage, pledge or subject to lien or other encumbrance the Property or any interest in the Property, (iii) enter into any other agreement relating to the Property that would affect the sale or survive the Closing, (iv) enter into any lease or use arrangement affecting the Property, or any portion thereof, or (v) market the Property or enter into or continue any discussions or contracts with any person or entity regarding the sale/purchase of the Property.

(a) Seller shall not take any action or fail to take any action that would cause any title or survey objections, cause the Property not to conform with the provisions of this Agreement, cause any of Seller's representations or warranties hereunder to be untrue or incorrect, or cause Seller to be unable to perform its obligations under this Agreement.

11. Conditions Precedent to Purchaser's Performance.

(a) In addition to the other conditions set forth herein, Purchaser's obligations hereunder, including the obligation to purchase and pay for the Property, are subject to the satisfaction of the following conditions, any of which may be waived by Purchaser, but only in a writing signed by Purchaser: (i) all of Seller's representations and warranties set forth herein shall be true and correct in all material respects when made and as at the Closing; (ii) Seller shall have performed and complied with each and every one of its obligations set forth herein or as otherwise waived in writing by Purchaser; (iii) there shall be no material adverse change in the physical condition of the Property; and (iv) Purchaser shall have obtained such financing as Purchaser deems necessary to finance the purchase of the Property.

(b) If any of the conditions set forth in Section 11(a) above or elsewhere in this Agreement, are, in Purchaser's sole discretion, not satisfied, Purchaser may elect, by written notice delivered to Seller on or before the Closing, to (i) waive such condition and proceed with the Closing, (ii) raise such condition (as well as other conditions) in such notice and Seller shall have a right to attempt to cure such noncompliance, or (iii) to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser does not give such written notice, Purchaser shall be deemed to have elected to waive such condition and proceed with the Closing.

12. Closing

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(a) If Purchaser elects to exercise the Option, the Closing shall take place at a time to be determined by Purchaser at the offices of Purchaser's attorney on a date designated in the Notice of Exercise.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously: (i) Seller shall execute, acknowledge and deliver to Purchaser a Connecticut form of Warranty Deed containing a description of the Property based on the Survey, and conveying to Purchaser good and marketable title to the Property, free and clear of all encumbrances other than those approved by Purchaser in its sole discretion; (ii) Seller shall execute and deliver state and local conveyance tax forms, together with funds to pay the conveyance taxes; (iii) Seller shall execute, acknowledge and deliver such affidavits and indemnifications, in form and substance reasonably satisfactory to Purchaser, regarding mechanics' liens, materialmen's liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters; (iv) Seller shall execute, acknowledge and deliver an Affidavit indicating that Seller is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. § 1445, or in lieu thereof, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by such statute and corresponding regulations; (v) Seller and Purchaser shall each execute and deliver a certification confirming that their respective representations and warranties set forth in Article IV continue to be true and accurate as of the Closing Date; (vi) Purchaser and/or Purchaser's Lender shall deliver to the Closing attorney the wire transfer required by Section 4; (vii) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement or that may be reasonably requested by the Closing attorney; and (viii) Seller shall deliver to Purchaser possession of the Property, free and clear of any tenancy to persons in possession.

13. Risk Of Loss

(a) All risk of loss to the Property prior to the Closing shall be on Seller. If between the date of this Agreement and the Closing any part of the Property is damaged or taken in condemnation or under the right of eminent domain, Purchaser shall have the right to terminate this Agreement by giving written notice given to Seller on or before the Closing.

(b) If Purchaser does not elect to terminate this Agreement pursuant to this Section, Seller and Purchaser shall perform their respective obligations under this Agreement, and Seller shall (i) deliver to Purchaser at the Closing any insurance proceeds or condemnation awards, as applicable, received by Seller as a result of any occurrence specified in Section 13(a) in respect of or allocable to the Property and (ii) assign to Purchaser all of Seller's right, title and interest in and to any insurance proceeds or condemnation award allocable to the Property that have not yet been received by Seller on that date; and (iii) refrain from accepting or agreeing upon the amount of any payment of any proceeds or awards without Purchaser's prior written consent.

14. Default And Remedies

(a) The parties acknowledge and agree that Purchaser shall have no obligation to purchase the Property unless and until Purchaser exercises the Option in accordance with the provisions of Article I above and unless and until all other conditions herein are satisfied. If Purchaser properly exercised the Option as provided herein, and thereafter Purchaser defaults in performing its obligations hereunder prior to or at the Closing and Seller has performed or tendered performance of its obligations hereunder, Seller's sole remedy shall be to terminate this Agreement and retain the Option Payment as liquidated damages. The parties acknowledge that Seller's damages because of Purchaser's default hereunder are difficult to ascertain and that the amount of the Option Payment represents a reasonable estimate of Seller's damages.

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(b) If Seller defaults in performing its obligations hereunder prior to or at the Closing and Purchaser has performed or tendered performance of its obligations hereunder, Purchaser may elect to terminate this Agreement or to seek specific performance of this Agreement. If Purchaser elects to terminate, then Purchaser shall be entitled to exercise all legal and equitable remedies.

15. Miscellaneous Provisions

(a) All notices and other communications required or permitted under this Agreement shall be in writing, shall be given by certified mail or nationally recognized overnight delivery service, and sent to the address set forth below. Any such notice shall be deemed delivered on the date received or on the date delivery was refused and shall be addressed to Seller or Purchaser at their respective addresses set forth in the introductory paragraph of this Agreement, with a copy, in the case of notice to Seller to: Christian G. Sarantopoulos, Esq., 143 School Street, Danielson, Connecticut 06239, and copy, in the case of notice to Buyer, to: General Counsel, 24 Cathedral Place, Suite 600, St. Augustine, FL 32084. Any party may change the address to which its future notices shall be sent by notice given as above, provided that change shall be effective only upon receipt.

(b) Seller and Purchaser warrant and represent to each other that neither party has engaged a real estate broker in connection with this transaction. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from a breach of such party's representation or covenant contained in this Section. The provisions of this Section shall survive the Closing.

(c) Purchaser has disclosed to Seller certain proprietary information concerning the intended use of the Property. Seller hereby agrees that Purchaser's intended use, as set in Section 6 is acceptable to Seller, and Seller waives any objection it may have to such use. Seller hereby covenants and agrees further to use good faith efforts to preserve the confidentiality of the transaction contemplated by this Agreement and to prevent disclosure of the price and other terms of the transaction set forth in this Agreement to any party other than to its attorneys, auditors, lenders, financial advisors and accountants, who shall agree to hold such information and/or such transaction as confidential and not to be disclosed to others, except: (i) as may be approved in writing in advance by Purchaser in each instance; and (ii) as may be ordered by a court of competent jurisdiction. Seller agrees not to object to, protest, or speak against Purchaser's business or any particular project of Purchaser.

(d) Neither party shall have the right to assign this Agreement or its rights hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment made in compliance with this Section, this Agreement shall inure to and be binding upon the successors and assigns of the assigning party. Notwithstanding the foregoing, Purchaser may, without the consent of Seller, transfer or assign this Agreement to (i) an affiliate of Purchaser, or (ii) to any entity of which Purchaser is a shareholder, member or partner, or (iii) to any person or entity that intends on purchasing or using the Property to construct a power generating plant thereon.

(e) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, heretofore between the parties hereto are merged into this Agreement, which alone fully and completely expresses the parties agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by an instrument in writing signed by Seller and Purchaser.

(f) Should Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the party prevailing shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's

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fees and costs in all pre-trial, trial and appellate levels and outside of litigation, expended or incurred in connection therewith by the prevailing party.

(g) Simultaneously with its execution of this Agreement, Seller agrees to execute, acknowledge and deliver to Purchaser a Memorandum of Option, in form and substance reasonably satisfactory to Purchaser, which Purchaser shall have right, at its sole cost and expense, to record in the applicable land use records.

(h) This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Seller to Purchaser, Seller and Purchaser agree to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

(j) It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. Any reference herein to time periods of less than six (6) days shall be computed to exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which ends on a Saturday, Sunday or legal holiday shall extend to 6:00 p.m. Eastern Time of the next full business day.

(k) This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

(l) The Property is located in the State of Connecticut and the parties intend that the laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement, unless otherwise specified herein.

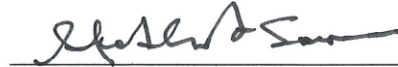
(m) Seller agrees to execute a notice of this Agreement, which Purchaser may record in the Land Records of the Town in which the Property is located.

[Remainder of page left blank]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:



Geoffrey A. Sorrow

Signed on March 6, 2022

Gerald T. Erwin, Sr.

Signed on _____, 2022

Annarita D. Erwin

Signed on _____, 2022

PURCHASER:

**CONNECTICUT CLEAN ENERGY HOLDINGS,
LLC**

By: 

Name: Timothy Eves

Title: Authorized Representative

Signed on _____, 2022

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:

Geoffrey A. Sorrow
Signed on _____, 2022

Gerald T. Erwin Sr.
Gerald T. Erwin, Sr.
Signed on 3-4-22, 2022

Annarita D. Erwin
Annarita D. Erwin
Signed on 3/4/22, 2022

PURCHASER:

**CONNECTICUT CLEAN ENERGY HOLDINGS,
LLC**

By: *TRE*
Name: Timothy Eves
Title: Authorized Representative

Signed on _____, 2022

EXHIBIT A-1

MAP DEPICTING THE PROPERTY

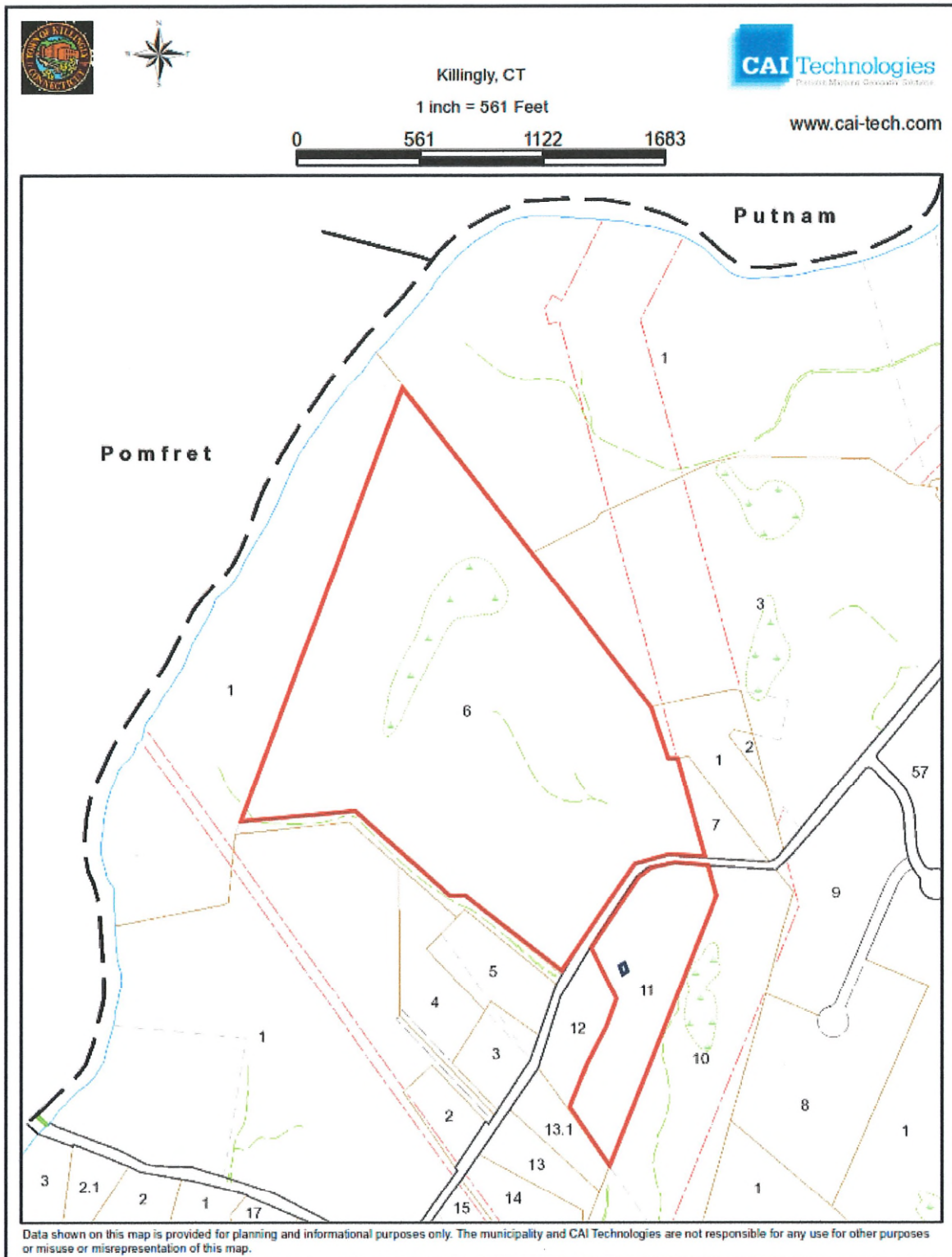


EXHIBIT A-2
LEGAL DESCRIPTION OF THE PROPERTY

180 & 189 Lake Road
Killingly, Connecticut

A certain tract of land with all buildings thereon, situated in the Town of Killingly, County of Windham and State of Connecticut, and more particularly bounded and described as follows:

Bounded on the east by land of Sylvanus Wright, land of Edward Williams and land of one Phillips, and land of Evan Richmond and land of heirs of Simon Cotton; on the west by the Quinebaug River; on the South by land of Arnold Joslyn and on the north by land of Jedediah Sabin, and being the land described in a deed from James E. Chase and Ella F. Chase to Cromwell D. Chase which deed is dated October 26, 1900 and recorded in Killingly Land Records, in Book 61, Page 91, and conveyed by said Cromwell D. Chase to Thomas Dunn by deed dated December 28, 1900, and recorded in said Records, Book 60 at Page 259, to which deeds and all deed therein referred to reference is herein had and made and may be had for further description of said property.

Excepting from the above described property, all that strip of land sold by Thomas Dunn on Quinebaug River, to Frank R. Kingman by deed dated February 24, 1908, and recorded in Killingly Land Records, Book 64 at Page 546.

Also the right conveyed to The Shore Line Electric Railway Company to erect their wires and cables, towers and poles as set forth in an instrument dated June 26, 1918 and recorded in said Killingly Land Records, Book 71 at Page 548.

Also excepting from the above described property that tract of land sold by Eliza M. Dunn to J. Carlton Witter by Warranty Deed dated June 23, 1933, and recorded in Killingly Land Records, Vol. 86, Page 136.

Also excepting from the above described property a parcel of land conveyed by James J. Byrnes to Connecticut Light and Power Company by Warranty Deed dated June 11, 1969 recorded in Killingly Land Records, Volume 179, at Page 55. Reference is also made to a correcting Warranty Deed from James J. Byrnes to Connecticut Light and Power Company dated January 15, 1970, and recorded in Killingly Land Records, Volume 181 at Page 455.

Excepting from the above described property a parcel of land, consisting of approximately 2.064 acres of land, which was conveyed by Geoffrey A. Sorrow to John R. Dunn, Jr., by deed dated December 29, 1989.

Excepting therefrom the above described real property a parcel sold to Preston Bristow and Lillian Bristow by deed dated November 23, 1956 and recorded in Killingly Land Records, Volume 126, Page 299.

ATTACHMENT 11(a)

ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT (this "Agreement"), dated as of May 29, 2024 (the "Effective Date"), by and among **CONNECTICUT CLEAN ENERGY HOLDINGS LLC**, a Delaware limited liability company ("Assignor"), and **WINDHAM ENERGY CENTER LLC**, a Delaware limited liability company ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Assignor, as purchaser, and Geoffrey A. Sorrow, Gerald T. Erwin, Sr. and Annarita D. Erwin, collectively as seller, entered into that certain Option Agreement, dated as of March 6, 2022 (the "Original Option"), as amended by that certain First Amendment to Option Agreement, dated as of March 4, 2024 (the "First Amendment"; the Original Option, as amended by the First Amendment, the "Option"), by and between Gerald T. Erwin, Sr. and Annarita D. Erwin (as successors-in-interest to Geoffrey A. Sorrow, Gerald T. Erwin, Sr. and Annarita D. Erwin), collectively as seller ("Seller"), and Assignor, as purchaser, a copy of which Option is attached hereto as Exhibit A, covering the premises described in the Option (the "Premises"); and

WHEREAS, the Parties mutually desire that, effective as of the Effective Date, Assignor assign to Assignee and Assignee assume all of Assignor's right, title and interest in, under and to the Option on the terms and conditions hereinafter set forth.

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

1. **Assignment and Assumption.**

(a) Effective as of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in, under and to the Option.

(b) Effective as of the Effective Date, Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the Option to be performed on the part of Assignor and assumes all of the liabilities and obligations of Assignor under the Option, arising or accruing on or after the Effective Date.

2. **Miscellaneous.**

(a) **Headings.** The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.


(c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Option Agreement as of the day and year first above written.

ASSIGNOR:

**CONNECTICUT CLEAN ENERGY
HOLDINGS LLC**

By: 
Name: Carrie L. Tillman
Title: Authorized Signatory

ASSIGNEE:

WINDHAM ENERGY CENTER LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Option Agreement as of the day and year first above written.

ASSIGNOR:

**CONNECTICUT CLEAN ENERGY
HOLDINGS LLC**


By: _____

Name:

Title:

ASSIGNEE:

WINDHAM ENERGY CENTER LLC

By:  _____

Name: RANDAL B. PETERSON

Title: AUTHORIZED REPRESENTATIVE

Seller hereby consents to this Assignment and Assumption of Option Agreement:

Gerald T. Erwin Sr.
Gerald T. Erwin, Sr.

Annarita D. Erwin
Annarita D. Erwin

EXHIBIT A

COPY OF OPTION AGREEMENT

[See attached]

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), dated as of ____ day of March, 2022 (the "Effective Date"), is by and between Geoffrey A. Sorrow, of 189 Lake Road, Killingly, Connecticut 06241, Gerald T. Erwin, Sr. and Annarita D. Erwin, both of 324 Beechwood Road, West Hartford, Connecticut 06107 (collectively, the "Seller"), and Connecticut Clean Energy Holdings, LLC ("Purchaser"), a Delaware limited liability company, whose address is 24 Cathedral Place, Suite 300, St. Augustine, Florida 32084.

1. **Grant of Option.** In consideration for the sum of [REDACTED] (the "Option Payment"), to be paid within thirty (30) days of execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby grants to Purchaser, its successors and assigns, the exclusive right and option (the "Option") to purchase certain lots or parcels of land known as 180 and 189 Lake Road in Killingly, Connecticut totaling approximately seventy-one and seven tenths (71.7) acres, as outlined and labeled on the map attached hereto and by this reference incorporated herein as **Exhibit A-1** (the "Map"), and as more particularly described in **Exhibit A-2** attached hereto and incorporated herein, together with all improvements thereon and all rights, privileges, easements and appurtenances thereto, including without limitation, all of Seller's right, title and interest in and to (i) all air rights, subsurface rights, mineral rights, and riparian and other water rights, and (ii) all easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining said parcel(s); and (iii) any other easements, rights-of-way or other interests appurtenant or otherwise benefitting said parcels (collectively, the "Property"). The Option Payment set forth in this Section shall be non-refundable and not credited against the Purchase Price if Purchaser exercises the Option. The parties acknowledge that the Property contains a burial ground shown as "Cemetery" (the "Cemetery") on the Map. Purchaser may, at its option, exclude the Cemetery and property surrounding the Cemetery not to exceed five (5) acres (the "Cemetery Parcel") from the Property. If Purchaser elects to exclude the Cemetery Parcel from the Property, it shall (i) obtain all governmental approvals required in order to separate the Cemetery Parcel from the Property; and (ii) update the Survey (as hereafter defined) to exclude the Cemetery Parcel. Seller shall cooperate with Purchaser in obtaining such approvals.

2. **Option Term.** The term of the Option shall commence on the Effective Date and shall expire on the date that is two years after the Effective Date (the "Option Term").

3. **Exercise of Option.** Purchaser shall have the right, at its sole discretion, to exercise the Option at any time during the Option Term by written notice of exercise given to Seller on or before the expiration of the Option Term ("Notice of Exercise"). If Purchaser does not exercise the Option on or before the expiration of the Option Term, this Agreement shall automatically expire and be of no further force or effect, and neither party shall have any further obligations or liabilities hereunder except as otherwise expressly set forth in this.

4. **Purchase Price.** If Purchaser exercises the Option, the purchase price for the Property shall be determined as follows: The purchase price for each of 180 and 189 Lake Road, Killingly, Connecticut shall be [REDACTED] per acre, with the exact acreage of each tract and the resulting purchase price (the "Purchase Price") to be determined by the survey (using the Seller's existing boundary lines) to be obtained by Purchaser pursuant to paragraph 7 herein (the "Survey"). Based on the approximate acreage, the Purchase Price is estimated to be approximately [REDACTED] but the true Purchase Price will be calculated based on the acreage of each parcel as shown on the Survey. The Purchase Price, subject to credits and adjustment as provided herein, shall be paid by Purchaser at the closing to be held pursuant to Paragraph

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12 herein (the "Closing") by wire transfer(s) made by Purchaser to the Closing attorney's Trust account. A copy of the Survey shall be made available to Seller should Purchaser not purchase the Property.

5. **Adjustments and Costs.** Real estate taxes assessed against the Property shall be prorated between Seller and Purchaser as of the date of Closing (the "Closing Date") in accordance with the custom of the local bar association of the county in which the Property is located. Seller shall pay all personal property taxes and any roll-back or deferred taxes. If there are any assessments against the Property on Closing Date, then Seller shall pay same. If there are any utilities serving the Property, then Seller shall obtain meter readings of such utilities as of the Closing Date and shall be responsible for payment of all such utilities consumed on or before the Closing Date. The real estate transfer tax or the revenue stamps shall be paid by the Seller. Any costs not specifically addressed herein shall be assessed according to local custom. Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section or not otherwise provided for herein, including without limitation such parties own attorneys' fees.

6. **Due Diligence.** Purchaser and its employees, consultants, contractors and agents shall have the right to enter on the Property at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, specifically including, but not limited to a Phase 1 and a Phase 2 Environmental Assessment/Audit, and other such studies, tests, exams, and assessments as Purchaser determines are necessary or beneficial in Purchaser's sole discretion, (iii) review the applicable zoning laws, and (iv) do such other things as Purchaser determines, it is sole discretion, to be required to determine the suitability of the Property for development and Purchaser's intended use of the Property for a power generation plant or battery storage facility. Seller acknowledges that such due diligence may include the digging of test pits and the cutting of trees on the Property, which Seller hereby approves. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to and does hereby indemnify, defend and hold harmless Seller against any mechanics liens or any loss, injury, death, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising out of such inspections, studies, tests, exams and assessments by Purchaser and its employees, consultants, contractors and agents or otherwise from the exercise by Purchaser, its agents or representatives of the right of entry under this Section Seller may sustain as a result of an accident or injury and that arises as a direct result from the negligence or willful misconduct of Purchaser and its employees, consultants, contractors and agents on the Property. In addition, if Purchaser does not exercise the Option, Purchaser agrees to make a reasonable effort to restore the Property to the condition the Property was in prior to Purchaser's due diligence activities, to the extent practicable. Seller hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Property caused by such inspections, studies, tests, exams, and assessments, and that Purchaser shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby. Results of any studies will be made available to Seller should Purchaser not purchase the Property and Purchaser agrees to keep the results of the studies confidential.

7. **Title.** Purchaser shall have the right, at its sole discretion, not later than six (6) months from the Effective Date to do an examination of the title to the Property and to cause a survey to be prepared. If Purchaser, in its sole discretion, objects to any matter affecting title or objects to the survey or of any other nonconformity of the Property to the requirements set forth in this Agreement, Purchaser shall, no later than seven (7) months from the Effective Date, provide to Seller a copy of any survey, certificate of title, title search or report or title insurance binder obtained by Purchaser relating to the Property together with a written statement of any such objections or nonconformities (a "Title Defect Notice"), Seller shall have a reasonable period of time, not to exceed sixty (60) days after receipt of the Title Defect Notice ("Seller's Title Cure Period"), within which to remedy or cure any such objections or nonconformities. Seller shall use commercially reasonable efforts to cure such objections or nonconformities. If, despite

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Seller's efforts, such objections or nonconformities cannot be corrected or remedied within such time period to the satisfaction of Purchaser in its sole discretion, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities and if such objection is a lien that can be removed by the payment of a definitely ascertainable amount, Purchaser shall have the right to pay or assume such amount, and receive a corresponding credit against the Purchase Price, (ii) to undertake the cure of such objections or nonconformities, or (iii) to terminate this Agreement. If Purchaser elects to undertake the cure, then Purchaser shall have an additional sixty (60) days to remedy or cure such objections or nonconformities ("Purchaser's Title Cure Period"), and the costs incurred by Purchaser shall be credited against the Purchase Price. If Purchaser is unsuccessful in curing such objections or nonconformities, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities, with a credit against the Purchase Price equal to the costs incurred by Purchaser and the cost to pay off any lien against the Property, or (ii) to terminate this Agreement. If this Agreement is terminated, and neither party shall have any further obligations or liabilities under this Agreement except as provided in this Section or as otherwise expressly set forth in this Agreement. The parties acknowledge and agree that the Option Term and the Closing Date, shall be extended by the number of days in the Seller's Title Cure Period and, if elected by Purchaser, the Purchaser's Title Cure Period. Notwithstanding the foregoing, Purchaser shall have the right, at any time before Closing, to obtain a revised survey which excludes the Cemetery Parcel from the Property.

Purchaser shall have the right, at its sole discretion prior to Closing to do an updated examination of the title to the Property. If Purchaser, in its sole discretion, objects to any matter affecting title or of any other nonconformity of the Property to the requirements set forth in this Agreement, Purchaser shall provide to Seller a copy of any certificate of title, title search or report or title insurance binder obtained by Purchaser relating to the Property together with a Title Defect Notice, Seller shall have a reasonable period of time, not to exceed sixty (60) days after receipt of the Title Defect Notice ("Seller's Additional Title Cure Period"), within which to remedy or cure any such objections or nonconformities. Seller shall use commercially reasonable efforts to cure such objections or nonconformities. If, despite Seller's efforts, such objections or nonconformities cannot be corrected or remedied within such time period to the satisfaction of Purchaser in its sole discretion, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities and if such objection is a lien that can be removed by the payment of a definitely ascertainable amount, Purchaser shall have the right to pay or assume such amount, and receive a corresponding credit against the Purchase Price, (ii) to undertake the cure of such objections or nonconformities, or (iii) to terminate this Agreement. If Purchaser elects to undertake the cure, then Purchaser shall have an additional sixty (60) days to remedy or cure such objections or nonconformities ("Purchaser's Additional Cure Period"), and the costs incurred by Purchaser shall be credited against the Purchase Price. If Purchaser is unsuccessful in curing such objections or nonconformities, then Purchaser may elect (i) to accept title to the Property subject to the uncured objections or nonconformities, with a credit against the Purchase Price equal to the costs incurred by Purchaser and the cost to pay off any lien against the Property, or (ii) to terminate this Agreement. If this Agreement is terminated, and neither party shall have any further obligations or liabilities under this Agreement except as provided in this Section or as otherwise expressly set forth in this Agreement. The parties acknowledge and agree that the Option Term and the Closing Date, shall be extended by the number of days in the Seller's Additional Title Cure Period and, if elected by Purchaser, the Purchaser's Additional Title Cure Period.

8. Permits. Purchaser shall have the right, at its sole discretion, to seek all permits, licenses, zoning changes, approvals and the like, including any appeals therefrom whether administrative or in the courts, that Purchaser may deem necessary or convenient for its intended use of the Property, with all federal, state and local government entities, departments, and agencies; provided, however, that such permits, licenses, zoning changes, approvals, and the like shall be expressly conditioned upon the Closing hereunder, unless otherwise agreed in writing by Seller. Seller agrees not to object to Purchaser's applications for such permits, licenses, zoning changes, approvals and the like, and Seller agrees to

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reasonably cooperate with Purchaser, at Purchaser's cost, in connection with such permits, licenses, zoning changes, approvals and the like.

9. Representations and Warranties.

(a) Seller represents and warrants to Purchaser that the following are, to the best of Seller's knowledge, true as of the Effective Date and will be true as of the Closing:

(i) Seller has no actual knowledge of the existence of any violations of laws or regulations affecting the Property. Seller has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation.

(ii) Seller has no actual knowledge of any pending or threatened actions or proceeding regarding condemnation of the Property or any part thereof.

(iii) There are no outstanding contracts, option agreements, rights of first refusal or offer or other agreements that grant any third party the right or option to purchase, use or occupy all or any portion of the Property. There are no adverse or other parties in possession of the Property or of any part thereof.

(iv) To the best of the Seller's knowledge, the Property has not been and is not being used to treat, store or dispose of waste materials or hazardous substances, and there have not been, and there are not currently, any surface impoundments, lagoons, waste piles or landfills located on the Property. Neither Seller, nor, to Seller's knowledge, anyone else, has otherwise dumped, placed or discharged waste materials or hazardous substances on the Property or adjacent property, including surface water.

(v) To the best of Seller's knowledge, none of the following operations or businesses have been conducted at all or any portion of the Property: dry cleaning, furniture stripping, or a facility for vehicle body repairs.

(vi) To the best of Seller's knowledge, (A) on or after November 19, 1980, no operation located on all or any portion of the Property generated more than one hundred kilograms of hazardous waste in any one month, and (B) no hazardous waste generated at a different location was recycled, reclaimed, reused, stored, handled, treated, transported or disposed of at the Property.

(vii) Seller has not received written notice that any governmental or public agency has inspected, or proposes to carry out an inspection of the Property, soil, water or air sampling, installation or operation of temporary or permanent ground water monitoring wells, or investigation, cessation, prevention, correction, amelioration or enhancement of any condition located on or beneath the Property or adjacent property.

(viii) To the best of the Seller's knowledge, there are no endangered species, protected wildlife or protected artifacts on the Property.

(ix) Seller is the owner of the Property, and Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided in this Agreement and to perform its obligations hereunder.

CONFIDENTIAL

Seller shall indemnify and hold Purchaser harmless from any loss, claims, damages, fines, fees, or cause of action, including, but not limited to attorneys' fees and court costs, that arise because of a breach of Seller's representations and warranties contained within this paragraph or elsewhere in this Agreement.

(b) Purchaser represents and warrants to Seller that the following is true as of the Effective Date and will be true as of the Closing: Purchaser has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Each party's obligations under this Agreement are expressly contingent upon all of the above representations and warranties of the other party being true and correct in all material respects when made and on the Closing Date. If either party discovers prior to or at the Closing that any representation or warranty of the other party is materially untrue or incorrect, the discovering party may elect to waive any remedies and proceed with Closing or to treat such event as an event of default hereunder. Such representations and warranties shall survive the Closing.

10. Interim Considerations. Between the date of this Agreement and the Closing Date:

(a) Seller shall not (i) dispose of any interest in the Property, (ii) mortgage, pledge or subject to lien or other encumbrance the Property or any interest in the Property, (iii) enter into any other agreement relating to the Property that would affect the sale or survive the Closing, (iv) enter into any lease or use arrangement affecting the Property, or any portion thereof, or (v) market the Property or enter into or continue any discussions or contracts with any person or entity regarding the sale/purchase of the Property.

(a) Seller shall not take any action or fail to take any action that would cause any title or survey objections, cause the Property not to conform with the provisions of this Agreement, cause any of Seller's representations or warranties hereunder to be untrue or incorrect, or cause Seller to be unable to perform its obligations under this Agreement.

11. Conditions Precedent to Purchaser's Performance.

(a) In addition to the other conditions set forth herein, Purchaser's obligations hereunder, including the obligation to purchase and pay for the Property, are subject to the satisfaction of the following conditions, any of which may be waived by Purchaser, but only in a writing signed by Purchaser: (i) all of Seller's representations and warranties set forth herein shall be true and correct in all material respects when made and as at the Closing; (ii) Seller shall have performed and complied with each and every one of its obligations set forth herein or as otherwise waived in writing by Purchaser; (iii) there shall be no material adverse change in the physical condition of the Property; and (iv) Purchaser shall have obtained such financing as Purchaser deems necessary to finance the purchase of the Property.

(b) If any of the conditions set forth in Section 11(a) above or elsewhere in this Agreement, are, in Purchaser's sole discretion, not satisfied, Purchaser may elect, by written notice delivered to Seller on or before the Closing, to (i) waive such condition and proceed with the Closing, (ii) raise such condition (as well as other conditions) in such notice and Seller shall have a right to attempt to cure such noncompliance, or (iii) to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser does not give such written notice, Purchaser shall be deemed to have elected to waive such condition and proceed with the Closing.

12. Closing

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(a) If Purchaser elects to exercise the Option, the Closing shall take place at a time to be determined by Purchaser at the offices of Purchaser's attorney on a date designated in the Notice of Exercise.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously: (i) Seller shall execute, acknowledge and deliver to Purchaser a Connecticut form of Warranty Deed containing a description of the Property based on the Survey, and conveying to Purchaser good and marketable title to the Property, free and clear of all encumbrances other than those approved by Purchaser in its sole discretion; (ii) Seller shall execute and deliver state and local conveyance tax forms, together with funds to pay the conveyance taxes; (iii) Seller shall execute, acknowledge and deliver such affidavits and indemnifications, in form and substance reasonably satisfactory to Purchaser, regarding mechanics' liens, materialmen's liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters; (iv) Seller shall execute, acknowledge and deliver an Affidavit indicating that Seller is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. § 1445, or in lieu thereof, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by such statute and corresponding regulations; (v) Seller and Purchaser shall each execute and deliver a certification confirming that their respective representations and warranties set forth in Article IV continue to be true and accurate as of the Closing Date; (vi) Purchaser and/or Purchaser's Lender shall deliver to the Closing attorney the wire transfer required by Section 4; (vii) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement or that may be reasonably requested by the Closing attorney; and (viii) Seller shall deliver to Purchaser possession of the Property, free and clear of any tenancy to persons in possession.

13. Risk Of Loss

(a) All risk of loss to the Property prior to the Closing shall be on Seller. If between the date of this Agreement and the Closing any part of the Property is damaged or taken in condemnation or under the right of eminent domain, Purchaser shall have the right to terminate this Agreement by giving written notice given to Seller on or before the Closing.

(b) If Purchaser does not elect to terminate this Agreement pursuant to this Section, Seller and Purchaser shall perform their respective obligations under this Agreement, and Seller shall (i) deliver to Purchaser at the Closing any insurance proceeds or condemnation awards, as applicable, received by Seller as a result of any occurrence specified in Section 13(a) in respect of or allocable to the Property and (ii) assign to Purchaser all of Seller's right, title and interest in and to any insurance proceeds or condemnation award allocable to the Property that have not yet been received by Seller on that date; and (iii) refrain from accepting or agreeing upon the amount of any payment of any proceeds or awards without Purchaser's prior written consent.

14. Default And Remedies

(a) The parties acknowledge and agree that Purchaser shall have no obligation to purchase the Property unless and until Purchaser exercises the Option in accordance with the provisions of Article I above and unless and until all other conditions herein are satisfied. If Purchaser properly exercised the Option as provided herein, and thereafter Purchaser defaults in performing its obligations hereunder prior to or at the Closing and Seller has performed or tendered performance of its obligations hereunder, Seller's sole remedy shall be to terminate this Agreement and retain the Option Payment as liquidated damages. The parties acknowledge that Seller's damages because of Purchaser's default hereunder are difficult to ascertain and that the amount of the Option Payment represents a reasonable estimate of Seller's damages.

CONFIDENTIAL

(b) If Seller defaults in performing its obligations hereunder prior to or at the Closing and Purchaser has performed or tendered performance of its obligations hereunder, Purchaser may elect to terminate this Agreement or to seek specific performance of this Agreement. If Purchaser elects to terminate, then Purchaser shall be entitled to exercise all legal and equitable remedies.

15. Miscellaneous Provisions

(a) All notices and other communications required or permitted under this Agreement shall be in writing, shall be given by certified mail or nationally recognized overnight delivery service, and sent to the address set forth below. Any such notice shall be deemed delivered on the date received or on the date delivery was refused and shall be addressed to Seller or Purchaser at their respective addresses set forth in the introductory paragraph of this Agreement, with a copy, in the case of notice to Seller to: Christian G. Sarantopoulos, Esq., 143 School Street, Danielson, Connecticut 06239, and copy, in the case of notice to Buyer, to: General Counsel, 24 Cathedral Place, Suite 600, St. Augustine, FL 32084. Any party may change the address to which its future notices shall be sent by notice given as above, provided that change shall be effective only upon receipt.

(b) Seller and Purchaser warrant and represent to each other that neither party has engaged a real estate broker in connection with this transaction. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from a breach of such party's representation or covenant contained in this Section. The provisions of this Section shall survive the Closing.

(c) Purchaser has disclosed to Seller certain proprietary information concerning the intended use of the Property. Seller hereby agrees that Purchaser's intended use, as set in Section 6 is acceptable to Seller, and Seller waives any objection it may have to such use. Seller hereby covenants and agrees further to use good faith efforts to preserve the confidentiality of the transaction contemplated by this Agreement and to prevent disclosure of the price and other terms of the transaction set forth in this Agreement to any party other than to its attorneys, auditors, lenders, financial advisors and accountants, who shall agree to hold such information and/or such transaction as confidential and not to be disclosed to others, except: (i) as may be approved in writing in advance by Purchaser in each instance; and (ii) as may be ordered by a court of competent jurisdiction. Seller agrees not to object to, protest, or speak against Purchaser's business or any particular project of Purchaser.

(d) Neither party shall have the right to assign this Agreement or its rights hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment made in compliance with this Section, this Agreement shall inure to and be binding upon the successors and assigns of the assigning party. Notwithstanding the foregoing, Purchaser may, without the consent of Seller, transfer or assign this Agreement to (i) an affiliate of Purchaser, or (ii) to any entity of which Purchaser is a shareholder, member or partner, or (iii) to any person or entity that intends on purchasing or using the Property to construct a power generating plant thereon.

(e) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, heretofore between the parties hereto are merged into this Agreement, which alone fully and completely expresses the parties agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by an instrument in writing signed by Seller and Purchaser.

(f) Should Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the party prevailing shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's

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fees and costs in all pre-trial, trial and appellate levels and outside of litigation, expended or incurred in connection therewith by the prevailing party.

(g) Simultaneously with its execution of this Agreement, Seller agrees to execute, acknowledge and deliver to Purchaser a Memorandum of Option, in form and substance reasonably satisfactory to Purchaser, which Purchaser shall have right, at its sole cost and expense, to record in the applicable land use records.

(h) This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Seller to Purchaser, Seller and Purchaser agree to perform, execute and deliver or cause to be performed, executed and delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

(j) It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. Any reference herein to time periods of less than six (6) days shall be computed to exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which ends on a Saturday, Sunday or legal holiday shall extend to 6:00 p.m. Eastern Time of the next full business day.

(k) This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

(l) The Property is located in the State of Connecticut and the parties intend that the laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement, unless otherwise specified herein.

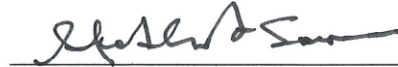
(m) Seller agrees to execute a notice of this Agreement, which Purchaser may record in the Land Records of the Town in which the Property is located.

[Remainder of page left blank]

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:



Geoffrey A. Sorrow

Signed on March 6, 2022

Gerald T. Erwin, Sr.

Signed on _____, 2022

Annarita D. Erwin

Signed on _____, 2022

PURCHASER:

**CONNECTICUT CLEAN ENERGY HOLDINGS,
LLC**

By: 

Name: Timothy Eves

Title: Authorized Representative

Signed on _____, 2022

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:

Geoffrey A. Sorrow
Signed on _____, 2022

Gerald T. Erwin Sr.
Gerald T. Erwin, Sr.
Signed on 3-4-22, 2022

Annarita D. Erwin
Annarita D. Erwin
Signed on 3/4/22, 2022

PURCHASER:

**CONNECTICUT CLEAN ENERGY HOLDINGS,
LLC**

By: *TRE*
Name: Timothy Eves
Title: Authorized Representative

Signed on _____, 2022

EXHIBIT A-1

MAP DEPICTING THE PROPERTY

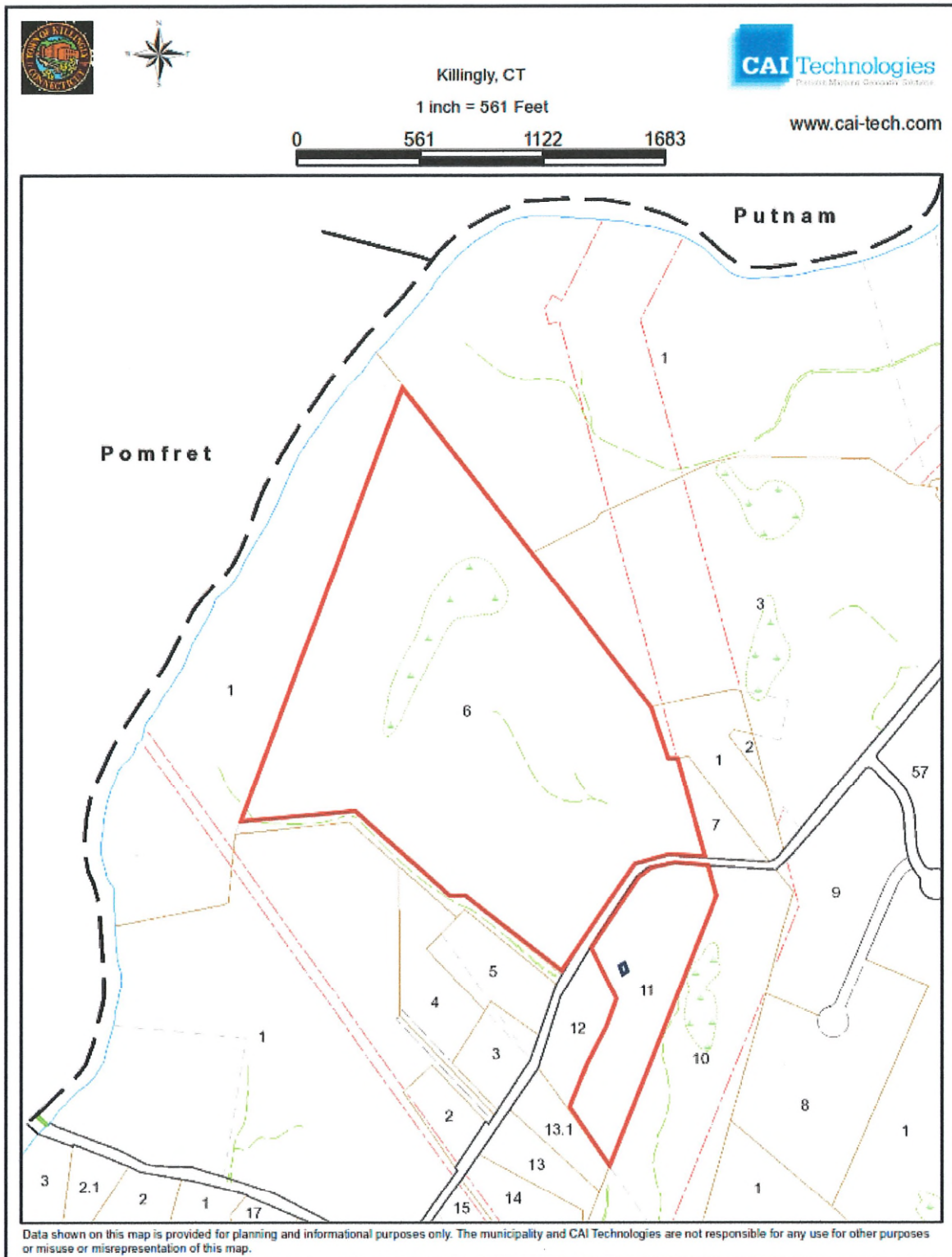


EXHIBIT A-2
LEGAL DESCRIPTION OF THE PROPERTY

180 & 189 Lake Road
Killingly, Connecticut

A certain tract of land with all buildings thereon, situated in the Town of Killingly, County of Windham and State of Connecticut, and more particularly bounded and described as follows:

Bounded on the east by land of Sylvanus Wright, land of Edward Williams and land of one Phillips, and land of Evan Richmond and land of heirs of Simon Cotton; on the west by the Quinebaug River; on the South by land of Arnold Joslyn and on the north by land of Jedediah Sabin, and being the land described in a deed from James E. Chase and Ella F. Chase to Cromwell D. Chase which deed is dated October 26, 1900 and recorded in Killingly Land Records, in Book 61, Page 91, and conveyed by said Cromwell D. Chase to Thomas Dunn by deed dated December 28, 1900, and recorded in said Records, Book 60 at Page 259, to which deeds and all deed therein referred to reference is herein had and made and may be had for further description of said property.

Excepting from the above described property, all that strip of land sold by Thomas Dunn on Quinebaug River, to Frank R. Kingman by deed dated February 24, 1908, and recorded in Killingly Land Records, Book 64 at Page 546.

Also the right conveyed to The Shore Line Electric Railway Company to erect their wires and cables, towers and poles as set forth in an instrument dated June 26, 1918 and recorded in said Killingly Land Records, Book 71 at Page 548.

Also excepting from the above described property that tract of land sold by Eliza M. Dunn to J. Carlton Witter by Warranty Deed dated June 23, 1933, and recorded in Killingly Land Records, Vol. 86, Page 136.

Also excepting from the above described property a parcel of land conveyed by James J. Byrnes to Connecticut Light and Power Company by Warranty Deed dated June 11, 1969 recorded in Killingly Land Records, Volume 179, at Page 55. Reference is also made to a correcting Warranty Deed from James J. Byrnes to Connecticut Light and Power Company dated January 15, 1970, and recorded in Killingly Land Records, Volume 181 at Page 455.

Excepting from the above described property a parcel of land, consisting of approximately 2.064 acres of land, which was conveyed by Geoffrey A. Sorrow to John R. Dunn, Jr., by deed dated December 29, 1989.

Excepting therefrom the above described real property a parcel sold to Preston Bristow and Lillian Bristow by deed dated November 23, 1956 and recorded in Killingly Land Records, Volume 126, Page 299.

FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT (this “Agreement”) is made as of this 4 day of March 2024 (the “Effective Date”), by and between **Gerald T. Erwin, Sr. and Annarita D. Erwin** (collectively, “Seller”) and **Connecticut Clean Energy Holdings LLC** (“Purchaser”), a Delaware limited liability company with offices located at 99 King Street #3785, Saint Augustine, FL 32085.

RECITALS:

WHEREAS, Seller (as successor-in-interest to Geoffrey A. Sorrow, Gerald T. Erwin, Sr. and Annarita D. Erwin) and Purchaser previously entered into that certain Option Agreement dated as of March 6, 2022 (the “Option Agreement”);

WHEREAS, the Parties now desire to amend the Option Agreement in certain respects;

NOW, THEREFORE, in consideration of the recitals and the mutual agreements set forth below, the parties agree as follows:

1. **Amendment to Expiration of Expiration Date.** The Option Agreement is amended so that the Option Term shall expire on June 6, 2024. In consideration of the foregoing extension of the Option Term, within thirty (30) days following the Effective Date an extension payment of [REDACTED] shall be paid by Purchaser to Seller.
2. **Closing Date.** If Purchaser elects to exercise the Option, the Closing shall take place no less than 90 days and no more than 120 days following the exercise of the Option, such date within such range to be determined by Purchaser. Purchaser shall have three (3) options to extend such Closing date by thirty (30) days each, by prior written notice to Seller and upon the payment of \$15,000 per extension to Seller within thirty (30) days following the exercise of the applicable extension.
3. **Stone Wall Removal.** Seller, at Seller’s sole cost expense and on or before June 6, 2024, may remove the stone walls on the Property highlighted in yellow on the survey attached hereto as Exhibit A (the “Survey”). Seller agrees and represents and warrants: (i) Seller, or whoever removes the stone on Seller’s behalf, shall use, to the extent possible, the existing vehicle paths on the Property to avoid any unnecessary ground disturbance and/or tree removal; (ii) the stone wall removal shall not involve any activity within the designated wetland areas; (iii) Seller, at Seller’s sole cost and expense, shall cause the stone wall removal to performed in accordance with all applicable laws and regulations and obtain any permits, approvals and/or licenses to the extent required in connection with the stone wall removal; (iv) the stone wall removal will not include the stone wall(s) that runs along the Lake Road frontage of the Property (highlighted in blue on the Survey) and will not disturb the existing grades, vegetation and site features (including, without limitation, the stone wall(s) along the Lake Road frontage; (v) Seller shall obtain or cause to be obtained commercially reasonable insurance prior to the commencement of the stone wall removal and keep the same in effect at all times during the stone wall removal; and (vi) Seller agrees to

indemnify, hold harmless and defend Purchaser and all members, managers, officers and directors of Purchaser and their respective successors and assigns, from and against any and all causes of action, injuries, costs, expenses, damages, claims, liens, liabilities or losses (whether arising out of injury or death to persons or damage to the Property or otherwise), including, but not limited to, reasonable attorneys' and consultants' fees and costs, arising out of or related to the stone wall removal or breach by Seller (or its agents or contractors) of Seller's obligations under this paragraph.

4. **Other Terms and Conditions.** All other terms and conditions set forth in the Option Agreement shall remain unchanged and in full force and effect and the parties hereby reaffirm all other agreements, representations, warranties, and indemnifications contained in the Option Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:

Gerald T. Erwin, Sr.
Gerald T. Erwin, Sr.

Annarita D. Erwin
Annarita D. Erwin

Signed on March 1, 2024

PURCHASER:

Connecticut Clean Energy Holdings LLC

Name:

Title:

Signed on _____, 2024

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day set forth below their respective signature, to be effective for all purposes as of the Effective Date.

SELLER:

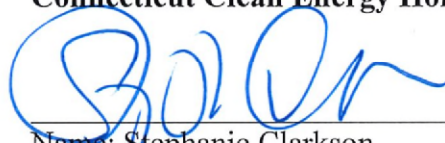
Gerald T. Erwin, Sr.

Annarita D. Erwin

Signed on _____, 2024

PURCHASER:

Connecticut Clean Energy Holdings LLC

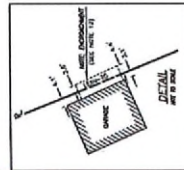
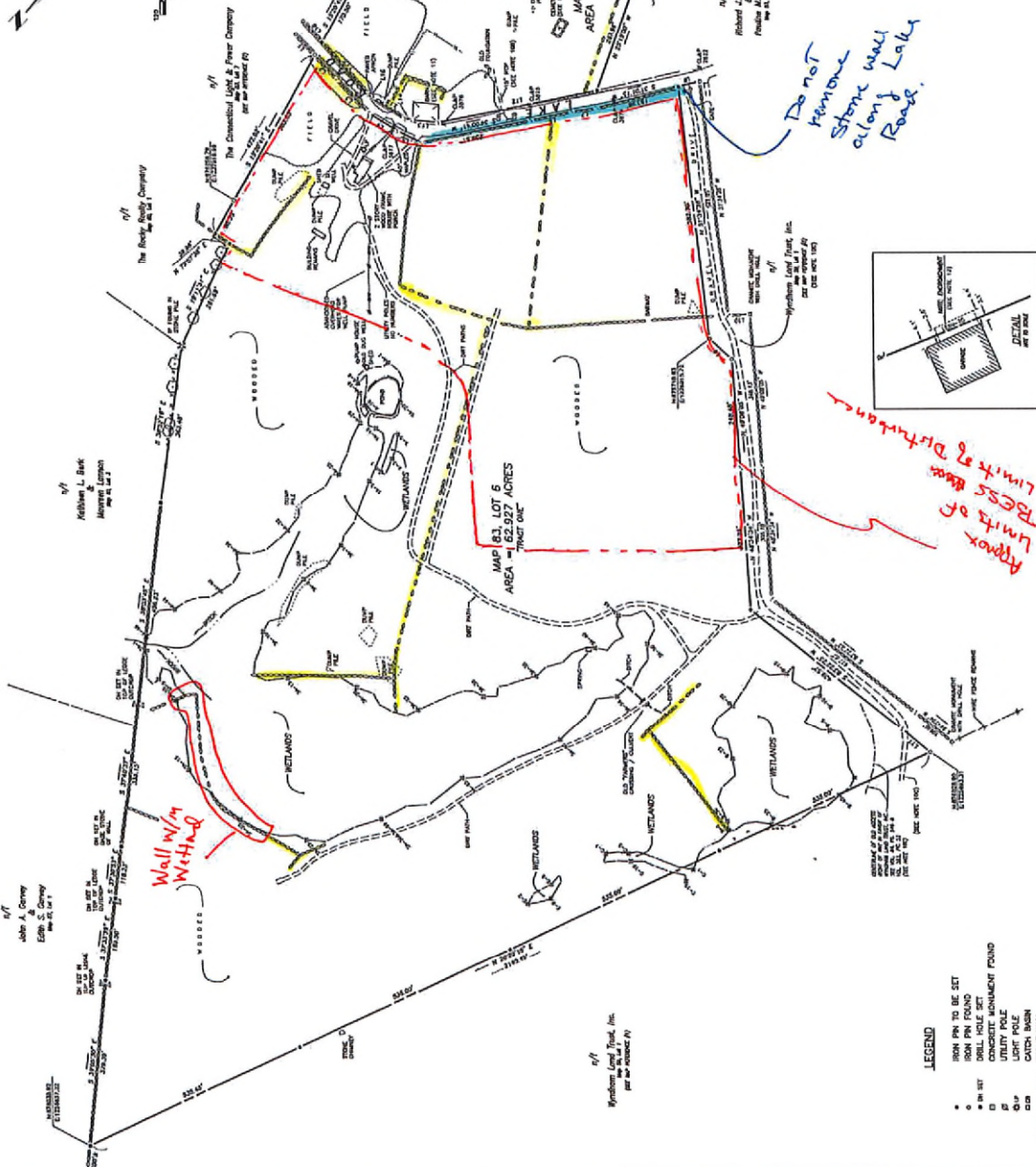
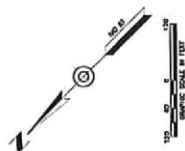
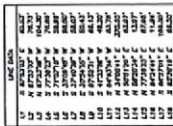


Name: Stephanie Clarkson

Title: Authorized Representative

Signed on March 4, 2024

Exhibit A
Stone Walls



LEGEND

- IRON PIN TO BE SET
IRON PIN FOUND
DRILL HOLE SET
CONCRETE MONUMENT FOUND
UTILITY POLE
LIGHT POLE
STONE WALL
STONE WALL REMAINS
WIRE FENCE REMAINS
TREE WITH WIRE
TIE LINE
OVERHEAD WIRES
BLAND WETLAND FLAG

¹ This survey has been pursuant to the Regulations of Connecticut State Agencies Sections 30-300a-1 through 30-300a-5 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 24, 1992.

- [illegible]

[illegible]

ALTA / ACSM LAND TITLE SURVEY
PREPARED FOR
NTE CONNECTICUT, LLC
180 & 189 LAKE ROAD
KILLINGLY, CONNECTICUT



Killingly Engineering Associates
Civil Engineering & Surveying

114 Western Road
P.O. Box 61
Kilgobbin, Co. Wick. Ireland
(0404) 775 775

| | |
|------------------|-------------|
| DATE: 04/25/2015 | DRIVER: AMR |
|------------------|-------------|

| | |
|------------------|-------------|
| SCALE: 1" = 120' | DESIGN: --- |
| DEPTH: 1 OF 2 | CW INT. 00 |

[illegible]

TO NTC CONNECTOUT, INC., ITS SUCCESSORS AND/OR ASSIGNEES. THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE OR PLACED IN RECORD IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DIGITAL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, CURRENTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 8, 11(a), 12, 18, 19, 20(a) AND 20(b) OF TABLE A THERETO. THE FIELD WORK WAS COMPLETED ON APRIL 27, 2016.

WILLIAM A. GILGORE, L.S. LIC. NO. 70191 DATE

ATTACHMENT 17(a)



79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

DEC 10 2018

Mr. Tim Eves
Vice President
NTE Connecticut, LLC
24 Cathedral Place Suite 300
Saint Augustine, FL 32084

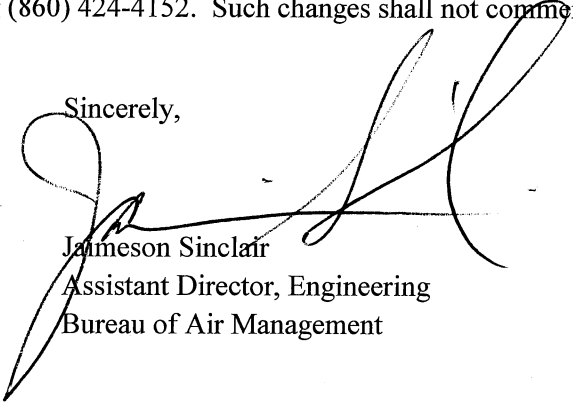
Dear Mr. Eves:

Enclosed is a copy of your modified permit to construct and operate 647 MW combined cycle power plant consisting of a Mitsubishi M501JAC combustion turbine and duct burner at 180/189 Lake Road, Killingly, CT.

This letter does not relieve you of the responsibility to comply with the requirements of other appropriate Federal, State, and municipal agencies. This permit is not transferable from one permittee to another without prior written approval, from one location to another, or from one piece of equipment to another. The permit must be made available at the site of operation throughout the period that such permit is in effect.

Pursuant to Section 22a-174-3a of the Regulations of Connecticut State Agencies (RCSA), NTE Connecticut, LLC must apply for a permit modification/revision in writing if it plans any physical change, change in method of operation, or addition to this source which constitutes a modification or revision pursuant to RCSA sections 22a-174-1 and 22a-174-2a, respectively. Any such changes should first be discussed with Mr. James Grillo of the Bureau of Air Management, by calling (860) 424-4152. Such changes shall not commence prior to the issuance of a permit modification.

Sincerely,

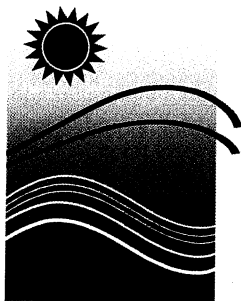


Jameson Sinclair
Assistant Director, Engineering
Bureau of Air Management

JS:JAG:jad

cc (via electronic mail): Keith Hill, Air Enforcement
S. Babcock, Tetra Tech, Inc.

Enclosure



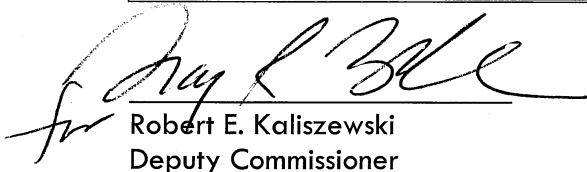
Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

**BUREAU OF AIR MANAGEMENT
NEW SOURCE REVIEW PERMIT
TO CONSTRUCT AND OPERATE A STATIONARY SOURCE**

Issued pursuant to Title 22a of the Connecticut General Statutes (CGS) and Section 22a-174-3a of the Regulations of Connecticut State Agencies (RCSA).

| | |
|---------------------------------|---|
| Owner/Operator | NTE Connecticut, LLC |
| Address | 24 Cathedral Place, Suite 300, Saint Augustine, FL 32084 |
| Equipment Location | 180/189 Lake Road, Killingly, CT 06241 |
| Equipment Description | Mitsubishi M501 JAC Combustion Turbine with DLN combustors, Duct Burners and Heat Recovery Steam Generator |
| Collateral Conditions | This permit contains collateral conditions for one 84 MMBtu/hr natural gas fired boiler, one 305 bhp emergency fire pump engine, one 7 MMBtu/hr natural gas heater, and one 1,380 kW emergency generator engine (Permit No. 089-0108) |
| Town-Permit Numbers | 089-0107 |
| Premises Number | 101 |
| Stack Number | 1 |
| Modification Issue Date | DEC 10 2018 |
| Prior Permit Issue Dates | March 16, 2018 (Minor Modification) June 30, 2017 (Initial Permit) |
| Expiration Date | None |


Robert E. Kaliszewski
Deputy Commissioner

12/10/18
Date

79 Elm Street, Hartford, CT 06106-5127
www.ct.gov/deep
Affirmative Action/Equal Opportunity Employer

ORIGINAL

This permit specifies necessary terms and conditions for the operation of this equipment to comply with state and federal air quality standards. The Permittee shall at all times comply with the terms and conditions stated herein.

PART I. DESIGN SPECIFICATIONS

A. General Description

NTE Connecticut, LLC operates a power generation facility consisting of one Mitsubishi M501JAC combustion turbine with dry low-NO_x (DLN) combustors with a nominal gross electrical output of 647 MW in Killingly, CT. The turbine is a dual fuel fired combined cycle unit, with a separate heat recovery steam generator (HRSG) that includes natural gas supplementary firing (duct burners) to power a single steam turbine generator. Oil firing for the turbine is limited to ultra-low sulfur distillate (ULSD) No. 2 fuel oil as allowed in Part II.A.1.d of this permit. Pollution control equipment will include selective catalytic reduction (SCR), oxidation catalyst, and water injection (ULSD firing only) to control NO_x, CO and VOC emissions. The turbine, duct burner, and HRSG are considered the combustion turbine generator (CTG) and designated as Emissions Unit 1 (EU-1) for this permit.

There is one 1,380 kW ULSD fired emergency generator engine that operates under permit number 089-0108.

The ancillary equipment that do not require permits includes: one 84 MMBtu/hr natural gas fired auxiliary boiler with flue-gas-recirculation (FGR) to control NO_x emissions; one 305 bhp emergency ULSD fired fire pump engine, and one 7 MMBtu/hr natural gas heater. The boiler and gas heater will be able to operate for approximately 4,600 and 4,000, hours respectively, per year at maximum rated capacity with the allowable fuel limits. The emergency generator engine and emergency fire pump engine can only fire ULSD and are each limited to 300 hr/yr and not more than 500 hr/yr combined. Collateral conditions for this equipment are included in Part VI of this permit.

The CTG will also be fed by a ULSD oil tank with a capacity of one million gallons. The emergency engines will have self-contained oil tanks. There will be a 12,000 gallon storage tank for the 19% aqueous ammonia (NH₃) used in the NO_x control system.

B. Equipment Design Specifications

1. Turbine

The design gross heat input is 3,863 MMBtu/hr while firing natural gas and 3,256 MMBtu/hr while firing ULSD. These heat inputs are based on an ambient temperature of 59°F and result in firing rates of 3,757,455 scf of natural gas (HHV 1028 Btu/scf) and 23,594 gallons of ULSD (HHV 138,000 Btu/gal) per hour. Heat input will vary by approximately $\pm 10\%$ over the typical range of expected ambient temperatures, with higher heat input occurring at lower ambient temperatures.

2. Duct Burner

The design gross heat input to the duct burner is 1,106 MMBtu/hr while firing natural gas. The heat input is based on an assumed HHV of 1028 Btu/scf and results in a firing rate of 1,075,875 scf/hr.

C. Stack Parameters

1. Minimum Stack Height (ft): 150 (above base elevation)
2. Minimum Exhaust Gas Flow Rate at maximum operating load, CTG only (acfm):
1,721,122 (gas); 1,772,183 (ULSD)
3. Minimum Stack Exit Temperature at 100% load (°F): 175
4. Minimum Distance from Stack to Property Line (ft): 425

D. Definitions

1. "Steady-State" operation shall be defined as all periods other than transient operation.
2. "Transient" operation shall be all modes of operation at Loads less than 50%, including periods of startup, shutdown, fuel switching and equipment cleaning.
3. "Load" shall be defined as the net electrical output of the CTG.
4. "Shakedown" shall be defined as CTG operations including, but not limited to, the first firing of the unit, proof of interlocks, steam blowing, chemical cleaning, initial turbine roll and ending after the equipment vendor service representative conducts operational and contractual testing and tuning of the turbine to meet warranted emission rates on site. The Shakedown period shall not extend beyond the required date for the initial performance test.
5. "Btu" shall be defined as British Thermal Units and "MMBtu" as one million Btu, both on a higher heating value (HHV) basis.

PART II. OPERATIONAL CONDITIONS and REQUIREMENTS

A. Equipment

1. CTG
 - a. Allowable Fuel Types: Natural Gas (primary); Ultra-Low Sulfur Distillate (ULSD)
 - b. Maximum Heat Input over any Consecutive 12 Month Period: 3.38×10^7 MMBtu (gas); 2.34×10^6 MMBtu (ULSD)
 - c. Maximum ULSD Sulfur Content (% by weight, dry basis): 0.0015
 - d. Firing of ULSD is allowed only in the following scenarios:
 - i. ISO-NE declares an Energy Emergency as defined in ISO New England's Operating Procedure No. 21 and requests the firing of ULSD;
 - ii. ISO-NE required audits of capacity;
 - iii. The natural gas supply is curtailed by an entity through which gas supply and/or transportation is contracted;
 - iv. Any equipment (whether on- or off-site) required to allow the CTG to operate on natural gas has failed, including a physical blockage of the supply pipeline. In the event of failure of onsite equipment, the Permittee shall document that this equipment has been maintained in accordance with manufacturer's recommendations and that the failed equipment was repaired or replaced and the CTG was returned to natural gas firing as soon as practicable;
 - v. During the Shakedown period when the CTG is required to operate on ULSD pursuant to the manufacturer's written instructions;

- vi. For emission testing purposes, as specified in the Part V of this permit or as required by DEEP, USEPA or other regulatory order requiring emissions testing during ULSD firing; or
 - vii. During routine maintenance and readiness testing, if any equipment requires ULSD operation.
 - e. The Permittee shall not operate the duct burner while firing ULSD in the CTG.
 - f. No period of Transient operation shall exceed 60 consecutive minutes.
2. Duct Burner
 - a. Allowable Fuel: Natural Gas
 - b. Maximum Heat Input over any Consecutive 12 Month Period: 2.85×10^6 MMBtu
 3. The Permittee shall comply with all applicable sections of the following New Source Performance Standards at all times.

Title 40 CFR Part 60 Subparts KKKK, TTTT and A

Copies of the Code of Federal Regulations (CFR) are available online at the U.S. Government Printing Office website.

- B. The Permittee shall operate this equipment, including the SCR, oxidation catalyst, and water injection in a manner to comply with the emissions limits in Part III of this permit.
- C. The Permittee shall operate and maintain this equipment, air pollution control equipment, and monitoring equipment in a manner consistent with good air pollution control practices for minimizing emissions at all times including during startup and shutdown.
- D. The Permittee shall operate and maintain this equipment in accordance with the manufacturer's specifications and written recommendations.
- E. The Permittee shall minimize emissions during periods of startup and shutdown to the extent practicable, and during startup shall start the ammonia injection as soon as the SCR vendor's recommended minimum catalyst temperature is reached. The Permittee shall incorporate the SCR vendor's recommended minimum catalyst temperature into this permit by modification pursuant to RCSA Section 22a-174-2a, and shall submit an application for such modification prior to or concurrently with submittal of the Permittee's application for an operating permit pursuant to RCSA Section 22a-174-33.
- F. The Permittee shall not operate the auxiliary boiler (EU-2) simultaneously with the CTG for more than 500 hours in any calendar year.
- G. The Permittee shall not exceed a maximum allowable heat rate at full operating load while firing natural gas, without duct firing, of 7,273 Btu/kW-hr, 12 month rolling average (HHV, net plant).
- H. The Permittee shall immediately institute shutdown of the CTG in the event where emissions are in excess of a limit in Part III.A of this permit that cannot be corrected within three hours of when the emissions exceedance was identified.
- I. The Permittee shall not operate CTG during startup and shutdown events for more than 500 hours per calendar year.

PART III. CTG ALLOWABLE EMISSION LIMITS

A. Steady State

Except during the Shakedown period, the Permittee shall not cause or allow this equipment to exceed these emission limits stated herein at any time during Steady-State operation.

1. CTG Operating on Natural Gas without Duct Firing

| Pollutant | lb/hr | ppmvd @ 15% O ₂ | lb/MMBtu |
|--------------------------------|---------|----------------------------|----------|
| PM | 7.9 | | 0.0022 |
| PM _{10/2.5} | 7.9 | | 0.0022 |
| SO ₂ | 6.0 | | 0.0015 |
| NO _x | 29.6 | 2.0 | |
| VOC | 3.6 | 0.7 | |
| CO | 8.1 | 0.9 | |
| Lead | 1.9E-03 | | 4.9E-07 |
| H ₂ SO ₄ | 2.1 | | 0.00053 |
| Ammonia | | 2.0 | |

2. CTG Operating on Natural Gas with Duct Firing

| Pollutant | lb/hr | ppmvd @ 15% O ₂ | lb/MMBtu |
|--------------------------------|---------|----------------------------|----------|
| PM | 21.9 | | 0.0046 |
| PM _{10/2.5} | 21.9 | | 0.0046 |
| SO ₂ | 7.6 | | 0.0015 |
| NO _x | 37.2 | 2.0 | |
| VOC | 10.4 | 1.6 | |
| CO | 19.2 | 1.7 | |
| Lead | 2.3E-03 | | 4.9E-07 |
| H ₂ SO ₄ | 2.7 | | 0.00052 |
| Ammonia | | 2.0 | |

3. CTG Operating on ULSD

| Pollutant | lb/hr | ppmvd @ 15% O ₂ | lb/MMBtu |
|--------------------------------|---------|----------------------------|----------|
| PM | 26.7 | | 0.0083 |
| PM _{10/2.5} | 26.7 | | 0.0083 |
| SO ₂ | 4.9 | | 0.0015 |
| NO _x | 50.6 | 4.0 | |
| VOC | 8.9 | 2.0 | |
| CO | 14.1 | 1.8 | |
| Lead | 3.2E-03 | | 1.05E-06 |
| H ₂ SO ₄ | 1.8 | | 0.00054 |
| Ammonia | | 5.0 | |

B. Transient Emissions

1. Except during the Shakedown period, the Permittee shall not cause or allow this equipment to exceed these emission limits during startup and shutdown events on a 1-hour block hour average beginning with the first minute of each clock hour consistent with the CEMS monitoring in Part IV.A.1 of this permit. No startup or shutdown event shall last longer than 60 consecutive minutes.

| | Type of Event | | | |
|-------------------------|---------------|-------|-------------|------|
| | Startup | | Shutdown | |
| | Natural Gas | ULSD | Natural Gas | ULSD |
| NO _x (lb/hr) | 59 | 178 | 77 | 148 |
| VOC (lb/hr) | 92 | 622 | 115 | 167 |
| CO (lb/hr) | 385 | 1,004 | 139 | 171 |

2. Ammonia (NH₃) emissions shall not exceed 5.0ppmvd @ 15% O₂ (both fuels) during Transient operation.

C. Total Allowable Annual Emission Limits

The Permittee shall not cause or allow this equipment to exceed these emission limits stated herein at any time.

| Pollutant | tons per 12 consecutive months |
|--------------------------------|--------------------------------|
| PM | 54.9 |
| PM _{10/2.5} | 54.9 |
| SO ₂ | 25.1 |
| NO _x | 130.1 |
| VOC | 45.5 |
| CO | 77.8 |
| Pb | 0.009 |
| H ₂ SO ₄ | 9.62 |
| CO ₂ e | 2,207,451 |
| NH ₃ | 54.6 |

D. Greenhouse Gas Emissions

The Permittee shall not exceed an annual CO₂e emissions limit of 2,232,604 tons/yr for combustion sources identified as EU-1, EU-2, EU-4, and EU-5 in this permit, along with permit number 089-0108, including SF₆ containing insulated electrical equipment. Compliance with this limitation shall be determined on a consecutive 12 month rolling basis.

E. Hazardous Air Pollutants (HAP)

This equipment shall not cause an exceedance of the Maximum Allowable Stack Concentration (MASC) for any hazardous air pollutant (HAP) emitted and listed in RCSA Section 22a-174-29. [STATE ONLY REQUIREMENT]

F. Opacity

This equipment shall not exceed 10% opacity during any six minute block average as measured by

40 CFR Part 60, Appendix A, Reference Method 9.

- G.** Demonstration of compliance with the above emission limits may be met by calculating emissions based on emission factors from the following sources:
1. PM/PM₁₀/PM_{2.5}, VOC, Formaldehyde, H₂SO₄: Most recent Stack test data.
 2. SO₂: Sulfur content in fuel.
 3. NO_x & CO (Steady-State): CEM data.
 4. NO_x, VOC, & CO (Transient): Manufacturer's uncontrolled emission factors.
 5. HAP: AP-42, Fifth Edition, Volume I Chapter 3.1, April 2000, except for those HAP with required stack test found in Part V of this permit.
 6. GHG (CO₂e) Emissions:
 - a. CO₂ emissions from the combustion CTG shall be determined by the methodology found in 40 CFR Part 75, Appendix G, Equation G-4.
 - b. CO₂ emissions from the auxiliary boiler (EU-2), the emergency fire pump engine (EU-4), and the natural gas heater (EU-5) shall be determined using the default emissions factors found in 40 CFR Part 98, Subpart C, Table C-1.
 - c. Methane (CH₄) and nitrous oxide (N₂O) for all combustion sources shall be determined using the default emissions factors found in 40 CFR Part 98 Subpart C, Table C-2.
 - d. Estimated fugitive emissions of sulfur hexafluoride (SF₆) from the electrical circuit breakers shall be determined using mass balance.
 - e. Estimated fugitive emissions of CH₄ from the natural gas pipeline and associated components shall be determined using default emissions factors found in 40 CFR Part 98 Subpart W, Table W-7.
- H.** Emissions prior to the completion of the Shakedown period shall be counted towards the annual emission limits stated herein.
- I.** The commissioner may require other means (e.g. stack testing) to demonstrate compliance with the above emission limits, as allowed by state or federal statute, law or regulation.

PART IV. MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS

A. Monitoring

1. The Permittee shall comply with the CEM requirements as set forth in RCSA Section 22a-174-4, the applicable sections of RCSA Sections 22a-174-22, 22a-174-22e and 22a-174-31; 40 CFR Part 60 Subparts KKKK and TTTT, and 40 CFR Parts 72-78, as applicable. Continuous Emissions Monitoring (CEM) is required for the following and enforced on the following basis:

| Pollutant | Averaging Times | Emission Limit (ppmvd @15% O₂) |
|---------------------|------------------------|--|
| Opacity (ULSD only) | six minute block | 10% |
| NO _x | 1 hour block | See Part III.A |
| CO | 1 hour block | See Part III.A |
| NH ₃ | 1 hour block | See Part III.A |

2. The Permittee shall continuously monitor the following parameters:

| Operational Parameter | Averaging Times |
|-----------------------|-----------------|
| O ₂ | 1 hour block |
| Fuel Flow | 1 hour block |
| Net Electrical Output | Continuous |

3. At least 60 days prior to the initial stack test specified in Part V.B, the Permittee shall submit a CEM monitoring plan to the commissioner in accordance with RCSA Section 22a-174-4(c)(3).
4. The Permittee shall use fuel flow meters, certified in accordance with 40 CFR Part 75, Appendix D to measure and record the flow rate of fuels to the CTG.
5. The Permittee shall perform inspections and maintenance of the SCR and oxidation catalysts as recommended by the manufacturer.
6. Prior to operation, the Permittee shall develop a written plan for the operation, inspection, maintenance, preventive and corrective measures for minimizing fugitive GHG emissions (CH₄ emissions from the natural gas pipeline components and SF₆ emissions from the insulated electrical equipment). At a minimum the plan shall provide for:
- Implementation of daily auditory/visual/olfactory inspections of the natural gas piping components supplying natural gas to the CTG;
 - An installed leak detection system to include audible alarms to identify SF₆ leakage from the circuit breakers; and
 - Inspection for SF₆ emissions from the insulated electrical equipment on at least a monthly basis.

B. Record Keeping

1. The Permittee shall keep records of monthly and consecutive 12 month fuel consumption for the CTG (for each fuel). The consecutive 12 month fuel consumption shall be determined by adding (for each fuel) the current month's fuel consumption to that of the previous 11 months. The Permittee shall make these calculations within 30 days of the end of the previous month.
2. The Permittee shall keep records of the monthly and consecutive 12 month heat input for the CTG (for each fuel). The consecutive 12 month heat input shall be determined by adding (for each fuel) the current month's heat input to that of the previous 11 months. The Permittee shall make these calculations within 30 days of the end of the previous month. The records shall include sample calculations.
3. The Permittee shall keep records of the fuel certification for each delivery of ULSD from a bulk petroleum provider or a copy of the current contract with the fuel supplier supplying the ULSD used by the equipment that includes the applicable sulfur content of the ULSD as a condition of each shipment. The shipping receipt or contract shall include the date of delivery, the name of the ULSD supplier, type of fuel delivered, the percentage of sulfur in the ULSD, by weight, dry basis, and the method used to determine the sulfur content of such fuel.
4. The Permittee shall calculate and record the monthly and consecutive 12 month PM, PM₁₀, PM_{2.5}, SO₂, NO_x, VOC, CO, H₂SO₄, NH₃, and CO_{2e} emissions in units of tons for the CTG.

The consecutive 12 month emissions shall be determined by adding (for each pollutant) the current month's emissions to that of the previous 11 months. Such records shall include a sample calculation for each pollutant. The Permittee shall make these calculations within 30 days of the end of the previous month.

Emissions during startup and shutdown shall be included in the monthly and consecutive 12 month calculations.

5. The Permittee shall keep records of the emissions of this CTG during the Shakedown period. Emissions during Shakedown shall be calculated using good engineering judgment and the best data and methodology available for estimating such emissions. Emissions during Shakedown shall be counted towards the annual emission limitation in Part III.C of this permit.
6. The Permittee shall keep records of the occurrence and duration of all Transient operation of the unit; any malfunction of the air pollution control equipment that causes an exceedance of any emission limitation found in Part III of this permit; or any periods during which a continuous monitoring system or monitoring device is inoperative.

Such records shall contain the following information:

- a. type of event and percent Load;
 - b. equipment affected;
 - c. date of event;
 - d. duration of event (minutes);
 - e. fuel being used during event; and
 - f. total NO_x, CO and VOC emissions emitted (lb) during the event.
7. The Permittee shall keep records of each delivery of aqueous ammonia. The records shall include:
 - a. the date of delivery;
 - b. the name of the supplier;
 - c. the quantity of aqueous ammonia delivered; and
 - d. the percentage of ammonia in solution, by weight.
 8. The Permittee shall keep records of the inspection and maintenance of the SCR and oxidation catalysts. The records shall include:
 - a. the name of the person conducting the inspection/maintenance;
 - b. the date of the inspection/maintenance;
 - c. the results or actions taken; and
 - d. the date the catalyst is replaced.
 9. The Permittee shall keep records of all repairs/replacement of parts and other maintenance activities for the equipment.
 10. The Permittee shall keep records of the electrical output to the ISO-NE transmissions system and the heat rate for the turbine while firing natural gas (HHV, net) without duct firing, on a 12month rolling average for the plant.
 11. The Permittee shall keep records of the inspection, maintenance, preventive and corrective measures for minimizing GHG emissions from the natural gas pipeline components and the SF₆containing insulated electrical equipment. The records shall include:
 - a. the name of the person conducting the inspection/maintenance;
 - b. the date the inspection/maintenance;
 - c. the results or actions taken;
 - d. the leak detection methods used;

- e. the amount of SF₆ added (if any) to the electrical equipment;
 - f. the monthly records of the audible alarms from the SF₆ leak detection system; and
 - g. All monitoring, record keeping and reporting pursuant to the relevant provisions of 40 CFR Part 98 Subpart DD, as applicable.
12. The Permittee shall make and keep records of all occurrences of firing ULSD in the CTG. At a minimum these records shall contain the following information:
 - a. the duration of ULSD firing,
 - b. the reason for ULSD firing, and
 - c. the heat input to the CTG while firing ULSD.
 13. The Permittee shall keep a signed copy of this permit on the premises at all times, and shall make this copy available upon request of the commissioner for the duration of this permit. This copy shall also be available for public inspection during regular business hours.
 14. The Permittee shall keep a copy of all notifications submitted as required by Part IV.C of this permit.
 15. The Permittee shall keep records of the manufacturer written recommendations for operation and maintenance of the equipment found in this permit.
 16. The Permittee shall keep all records required by this permit for a period of no less than five years and shall submit such records to the commissioner upon request.

C. Reporting

1. The Permittee shall notify the commissioner in writing of all exceedances of an emissions limitation, and shall identify the cause or likely cause of such exceedance, all corrective actions and preventive measures taken with respect thereto, and the dates of such actions and measures as follows:
 - a. For any hazardous air pollutant, no later than 24 hours after such exceedance was identified; and
 - b. For any other regulated air pollutant, no later than ten days after such exceedance commenced.
2. The Permittee shall notify the commissioner, in writing, of the dates of commencement of construction, completion of construction, and initial startup, and the date of completion of initial shakedown period of this equipment. Such written notifications shall be submitted no later than 30 days after the subject event.

PART V. STACK EMISSION TEST REQUIREMENTS

- A. Stack emission testing shall be performed in accordance with the RCSA Section 22a-174-5 and the Emission Test Guidelines available on the DEEP website.
- B. For the purposes of determining maximum heat input of the turbine during stack testing, the following equation may be used to determine the MHI between temperatures provided in Table 1

$$MHI_T = Q_1 - [(T - T_1)/(T_2 - T_1)] \times (Q_1 - Q_2)$$

Where,

MHI_T = Turbine maximum heat input at ambient temperature (°F)

T = Ambient Temperature

T₁ = Temperature Value from Table 1 that is immediately below the ambient temperature
T₂ = Temperature Value from Table 1 that is immediately above the ambient temperature
Q₁ = Heat Input at corresponding T₁ for corresponding fuel type
Q₂ = Heat Input at corresponding T₂ for corresponding fuel type

Table 1

| Ambient Temperature (T) ^{°F} | Gas Firing Heat Input (Q) | ULSD Heat Input (Q) |
|---------------------------------------|---------------------------|---------------------|
| -10 | 3,617 | 3,256 |
| 0 | 3,862 | 3,256 |
| 20 | 4,016 | 3,256 |
| 30 | 3,961 | 3,256 |
| 50 | 3,885 | 3,256 |
| 59 | 3,863 | 3,256 |
| 65 | 3,878 | 3,236 |
| 90 | 3,828 | 3,106 |
| 100 | 3,794 | 3,022 |

- C. The duct burner shall be required to meet a minimum heat input value of 885 MMBtu/hr for all ambient temperatures during initial and recurring stack testing.
- D. The Permittee shall perform one set of tests on this CTG when burning natural gas with the duct burner and one set without duct firing. The Permittee shall perform one set of tests with the CTG burning ULSD.

E. Initial Performance Testing

1. Initial stack emission testing for the CTG is required for the following pollutant(s):

☒ PM_{10/2.5}(includes filterable and condensable) ☒ SO₂ ☒ NO_x ☒ CO
☒ CO₂ ☒ VOC ☒ Opacity
☒ Other (HAPs): Sulfuric Acid, Formaldehyde (gas firing only)

2. Compliance with the VOC emission limits shall be determined by correlating the VOC emissions with a monitored parameter or pollutant during the initial stack testing for this unit. The Permittee shall submit a modification to this permit within 60 days of such testing to incorporate the monitoring methodology to be used for VOC emission compliance.
3. Stack emissions testing for the CTG firing natural gas, without duct firing, for CO₂ shall be required to show compliance with an emissions limit of 816 lb/MW-hr (net), corrected to ISO conditions, as defined in the approved stack test protocol.
4. Performance testing shall be required to show compliance with the heat rate found in Part II.G of this permit.
5. Initial stack testing for the auxiliary boiler in Part VI.A of this permit is required for the following pollutants:

☒ NO_x ☒ CO ☒ VOC

6. The Permittee shall conduct initial stack testing no later than 180 days after initial startup. The Permittee shall submit test results within 60 days after completion of testing.

F. Recurrent Performance Testing

1. Recurrent stack testing for the CTG shall be performed within five years from the date of the previous stack test for the following pollutants:

☒ PM_{10/2.5}(includes filterable and condensable) ☒ SO₂ ☒ NO_x ☒ CO
☒ VOC ☒ Opacity ☒ Other (HAPs): Sulfuric Acid, Formaldehyde (gas firing only)

After the initial stack test, stack testing may not be required for pollutants using CEM. The commissioner retains the right to require stack testing of any pollutant at any time.

2. Recurrent performance testing shall be required within five years from the date of the previous test to show compliance with the heat rate found in Part II.G of this permit.
3. Recurrent stack testing for the auxiliary boiler in Part VI.A of this permit shall be performed within five years from the date of the previous stack test for the following pollutants:
- ☒ NO_x ☒ CO ☒ VOC
4. Recurrent testing shall be required at least once every five years from the date of the last test, unless otherwise noted, but no less than 9 calendar months or no more than 15 calendar months from the required test date.

- G. Stack emission test results shall be reported in the applicable units for each pollutant found in Part III.A of this permit.

PART VI. COLLATERAL CONDITIONS FOR AUXILIARY COMBUSTION SOURCES (EU-2 through EU-5)

A. EU-2: 84 MMBtu/hr Natural Gas Fired Boiler with FGR

1. Operational Conditions
- Make and Model: TBD
 - Allowable Fuel: Natural Gas
 - Minimum Stack Height (ft): 90
 - Maximum Allowable Fuel Use over any consecutive 12 month period: 375,875,500 ft³
 - This equipment shall not exceed 10% opacity during any six minute block average as measured by 40 CFR Part 60, Appendix A, Reference Method 9.
 - The Permittee shall comply with all applicable sections of the following New Source Performance Standards.

Title 40 CFR Part 60 Subparts Dc and A;

Copies of the Code of Federal Regulations (CFR) are available online at the U.S. Government Printing Office website.

2. Allowable Emissions

| Pollutant | lb/MMBtu | ppmvd @ 3% O ₂ | tons per 12 consecutive months |
|--------------------------------|----------|---------------------------|--------------------------------|
| PM _{2.5} | 0.005 | | 0.97 |
| PM ₁₀ | 0.005 | | 0.97 |
| NO _x | 0.0085 | 7.0 | 1.64 |
| SO ₂ | 0.0015 | | 0.29 |
| VOC | 0.0041 | | 0.78 |
| CO | 0.037 | 50 | 7.14 |
| Lead | 4.9E-07 | | 9.5E-05 |
| H ₂ SO ₄ | 1.1E-04 | | 0.02 |
| CO _{2e} | 116.98 | | 22,610 |

Demonstration of compliance with the above emission limits may be met by using emission factors from the following sources:

- SO₂ and H₂SO₄: Calculated from fuel sulfur content
- NO_x, VOC, CO, Opacity: Most Recent Stack Test Data
- PM_{10/2.5}: Vendor Emissions Guarantee
- CO_{2e}: 40 CFR Part 98Subpart C, Tables C-1 and C-2
- Lead: AP-42, Fifth Edition, Volume I Chapter 1.4, July 1998

3. Monitoring

- a. The Permittee shall continuously monitor fuel consumption by this unit using a non-resettable totalizing fuel meter or a billing meter.
- b. The Permittee shall perform inspections of the burners and flue gas recirculation (FGR) system as recommended by the manufacturer.

4. Record Keeping

- a. The Permittee shall keep records of monthly and consecutive 12 month fuel consumption. The consecutive 12 month fuel consumption shall be determined by adding the current month's fuel consumption to that of the previous 11 months. The Permittee shall make these calculations within 30 days of the end of the previous month.
- b. The Permittee shall calculate and record the monthly and consecutive 12 month PM, PM₁₀, PM_{2.5}, SO₂, NO_x, VOC, CO, and CO_{2e} emissions in units of tons. The consecutive 12 month emissions shall be determined by adding (for each pollutant) the current month's emissions to that of the previous 11 months. Such records shall include a sample calculation for each pollutant. The Permittee shall make these calculations within 30 days of the end of the previous month.
- c. The Permittee shall make and keep records of all maintenance and tune-up activities for this unit.
- d. The Permittee shall make and keep records of all inspections of the burners and FGR system.
- e. The Permittee shall make and keep records of all hours of simultaneous operation of this unit with the CTG. The Permittee shall total these hours for each month and for the calendar year. The Permittee shall make these calculations within 30 days of the end of the previous month.
- f. The Permittee shall make and keep records of manufacturer written specifications and recommendations for operation and maintenance.
- g. The Permittee shall keep all records required by this permit for a period of no less than five years and shall submit such records to the commissioner upon request.

5. Reporting
 - a. The Permittee shall comply with the record keeping and reporting requirements in 40 CFR §60.49b.
 - b. The Permittee shall notify the commissioner, in writing, of the date of commencement of construction and the date of initial startup of this equipment. Such written notifications shall be submitted no later than 30 days after the subject event.
6. Stack emission test requirements
Stack emission testing shall be conducted as required in Part V of this perm

B. EU-4: 305 bhp Emergency Fire Pump

1. Operational Conditions
 - a. Make and Model: Clarke JU6H-UFADX8
 - b. Allowable Fuel: ULSD
 - c. Minimum Stack Height (ft): 20
 - d. Maximum ULSD Sulfur Content (% by weight, dry basis): 0.0015
 - e. Maximum Allowable Fuel Use over any consecutive 12 month period: 4,380 gallons
 - f. This equipment shall not exceed 10% opacity during any six minute block average as measured by 40 CFR Part 60, Appendix A, Reference Method 9.
 - g. The Permittee shall not operate this emergency engine and the emergency engine operating under permit number 089-0108 individually for more than 300 hours per calendar year or more than 500 hours per calendar year in combination per calendar year.
 - h. The Permittee shall comply with all applicable sections of the following New Source Performance Standards at all times.

Title 40 CFR Part 60 Subparts: IIII and A

Copies of the Code of Federal Regulations (CFR) are available online at the U.S. Government Printing Office website.

2. Allowable Emissions

| Pollutant | lb/MMBtu | g/bhp-hr | Tons per 12 consecutive months |
|--------------------------------|----------|----------|--------------------------------|
| PM _{2.5} | 0.05 | 0.15 | 0.015 |
| PM ₁₀ | 0.05 | 0.15 | 0.015 |
| NO _x | | 3.0 | 0.30 |
| SO ₂ | 0.0015 | | 5E-04 |
| VOC | | 0.15 | 0.02 |
| CO | | 2.6 | 0.26 |
| H ₂ SO ₄ | 1.1E-04 | | 3.0E-05 |
| CO _{2e} | 163.1 | | 49 |

Demonstration of compliance with the above emission limits may be met by calculating the using emission factors from the following sources:

- SO₂ and H₂SO₄: Calculated from fuel sulfur content
- NO_x, PM_{10/2.5}, VOC, CO: Vendor Emissions Guarantee
- CO_{2e}: 40 CFR Part 98 Subpart C, Tables C-1 and C-2

3. Monitoring
 - a. The Permittee shall continuously monitor fuel consumption by this unit using a non-resettable totalizing fuel meter.
 - b. The Permittee shall monitor all hours that this unit is in operation.
4. Record Keeping
 - a. The Permittee shall keep records of monthly and consecutive 12 month fuel consumption. The consecutive 12 month fuel consumption shall be determined by adding the current month's fuel consumption to that of the previous 11 months. The Permittee shall make these calculations within 30 days of the end of the previous month.
 - b. The Permittee shall keep records of the fuel certification for each delivery of fuel oil from a bulk petroleum provider or a copy of the current contract with the fuel supplier supplying the fuel used by the equipment that includes the applicable sulfur content of the fuel as a condition of each shipment. The shipping receipt or contract shall include the date of delivery, the name of the fuel supplier, type of fuel delivered, the percentage of sulfur in such fuel, by weight, dry basis, and the method used to determine the sulfur content of such fuel.
 - c. The Permittee shall calculate and record the monthly and consecutive 12 month PM₁₀, PM_{2.5}, SO₂, NO_x, VOC, CO, H₂SO₄, and CO_{2e} emissions in units of tons. The consecutive 12 month emissions shall be determined by adding (for each pollutant) the current month's emissions to that of the previous 11 months. Such records shall include a sample calculation for each pollutant. The Permittee shall make these calculations within 30 days of the end of the previous month.
 - d. The Permittee shall keep records of the monthly and calendar year hours of operation for this unit.

Such records shall contain the following information:

- i. reason for operating;
 - ii. date of event;
 - iii. duration of event (minutes);
 - iv. gallons of fuel combusted;
 - v. for any testing or scheduled maintenance operation, the ozone level as forecasted for the day;
 - vi. total engine hours of operation and total combined engine hours of operation with the emergency generator engine (EU-3, Permit Number 089-0108).
- e. The Permittee shall keep records of the inspection and maintenance for this engine. The records shall include:
 - i. the name of the person conducting the inspection or maintenance;
 - ii. the date of the inspection or maintenance;
 - iii. the results or actions taken.
 - f. The Permittee shall keep records of the manufacturer's specifications and written recommendations.
 - g. The Permittee shall keep all records required by this permit for a period of no less than five years and shall submit such records to the commissioner upon request.
5. Reporting
 - a. The Permittee shall comply with the reporting requirements in 40 CFR §60.4214.
 - b. The Permittee shall notify the commissioner, in writing, of the date of commencement of construction and the date of initial startup of this equipment. Such written notifications shall be submitted no later than 30 days after the subject event.

C. EU-5: 7 MMBtu/hr Natural Gas Heater

1. Operational Conditions
 - a. Make and Model: TERi or equivalent
 - b. Allowable Fuel: Natural Gas
 - c. Minimum Stack Height (ft): 20
 - d. Maximum Allowable Fuel Use over any consecutive 12 month period: 24,237,354 ft³
 - e. This equipment shall not exceed 10% opacity during any six minute block average as measured by 40 CFR Part 60, Appendix A, Reference Method 9.
2. Allowable Emissions

| Pollutant | lb/MMBtu | Tons/yr |
|--------------------------------|----------|---------|
| PM _{2.5} | 0.005 | 0.07 |
| PM ₁₀ | 0.005 | 0.07 |
| NO _x | 0.012 | 0.17 |
| SO ₂ | 0.0015 | 0.021 |
| VOC | 0.0034 | 0.05 |
| CO | 0.037 | 0.52 |
| H ₂ SO ₄ | 1.1E-04 | 0.002 |
| CO ₂ | 116.9 | 1,637 |

Demonstration of compliance with the above emission limits may be met by using emission factors from the following sources:

- SO₂ and H₂SO₄: Calculated from fuel sulfur content
- NO_x, PM_{10/2.5}, VOC, CO: Vendor Emissions Guarantee
- CO_{2e}: 40 CFR Part 98 Subpart C, Tables C-1 and C-2

3. Monitoring

The Permittee shall continuously monitor fuel consumption by this unit using a non-resettable totalizing fuel meter.
4. Record Keeping
 - a. The Permittee shall keep records of monthly and consecutive 12 month fuel consumption. The consecutive 12 month fuel consumption shall be determined by adding the current month's fuel consumption to that of the previous 11 months. The Permittee shall make these calculations within 30 days of the end of the previous month.
 - b. The Permittee shall calculate and record the monthly and consecutive 12 month PM, PM₁₀, PM_{2.5}, SO₂, NO_x, VOC, CO, and CO_{2e} emissions in units of tons. The consecutive 12 month emissions shall be determined by adding (for each pollutant) the current month's emissions to that of the previous 11 months. Such records shall include a sample calculation for each pollutant. The Permittee shall make these calculations within 30 days of the end of the previous month.
 - c. The Permittee shall make and keep records of all maintenance and tune-up activities for this unit.
 - d. The Permittee shall make and keep records of all inspections of the burner system.
 - e. The Permittee shall make and keep records of manufacturer written specifications and recommendations for operation and maintenance.
 - f. The Permittee shall keep all records required by this permit for a period of no less than five years and shall submit such records to the commissioner upon request.

5. Reporting

The Permittee shall notify the commissioner, in writing, of the date of commencement of construction and the date of initial startup of this equipment. Such written notifications shall be submitted no later than 30 days after the subject event.

PART VII. SPECIAL REQUIREMENTS

- A. The Permittee shall possess, at least, 163 tons of external emissions reductions to offset the quantity of NO_x emitted from the following sources to comply with RCSA Section 22a-174-3a(l):

- EU-1: Mitsubishi M501JAC Combustion Turbine, Permit Number 089-0107
- EU-2: 84 MMBtu/hr natural gas fired auxiliary boiler, Permit Number 089-0107
- EU-3: 1,380 kW emergency generator engine, Permit Number 089-0108
- EU-4: 305 bhp emergency fire pump engine, Permit Number 089-0107
- EU-5: 7 MMBtu/hr natural gas fired heater, Permit Number 089-107

Such a quantity is sufficient to offset the emissions from the sources listed above at a ratio of 1.2 to 1 for every ton of NO_x emissions allowed under this permit. Specifically, the reductions are real, quantifiable, surplus, permanent, and enforceable as defined in RCSA Section 22a-174-3a(l)(5). The Permittee shall maintain sole ownership and possession of these emissions reductions for the duration of this permit and any subsequent changes to the permit.

Such offsets have been obtained from the following sources:

- 112.64 tons from Glenwood Combustion Turbine Facility: (NY-DEC-1-2822-00481-112.64)
- 50.36 tons from National Grid Far Rockaway Power Station: (NY-DEC-2-6308-00040-50.36)

The offsets were approved by the Department on June 14, 2017. The Permittee shall maintain sole ownership and possession of these emissions reductions for the duration of this permit and any subsequent changes to the permit.

The Permittee may be required to obtain additional NO_x offsets and complete additional ambient air quality analysis to show that the NAAQS and PSD increments have not been violated, if observed Steady-State or Transient emissions exceed limits specified in Parts III.A, III.B or III.C of this permit.

The commissioner may require other methods for determining NO_x emissions from these sources as allowed by state or federal statute, law or regulation.

- B. Upon completion of construction of the CTG and control equipment, the Permittee shall prepare and submit a written standby plan in accordance with the RCSA Sections 22a-174-6(d)(2) through (d)(5).
- C. The Permittee shall operate this facility at all times in a manner so as not to violate or contribute significantly to the violation of any applicable state noise control regulations, as set forth in RCSA Sections 22a-69-1 through 22a-69-7.4. [STATE ONLY REQUIREMENT]
- D. The Permittee shall resubmit for review and approval a Best Available Control Technology (BACT) analysis if such construction or phased construction has not commenced within the 18 months following the commissioner's approval of the current BACT determination (i.e., the issue date of this permit) for such construction or phase of construction. [RCSA Section 22a-174-3a(i)(4)]

PART VIII. ADDITIONAL TERMS AND CONDITIONS

- A. This permit does not relieve the Permittee of the responsibility to conduct, maintain and operate the regulated activity in compliance with all applicable requirements of any federal, municipal or other state agency. Nothing in this permit shall relieve the Permittee of other obligations under applicable federal, state and local law.
- B. Any representative of the DEEP may enter the Permittee's site in accordance with constitutional limitations at all reasonable times without prior notice, for the purposes of inspecting, monitoring and enforcing the terms and conditions of this permit and applicable state law.
- C. This permit may be revoked, suspended, modified or transferred in accordance with applicable law.
- D. This permit is subject to and in no way derogates from any present or future property rights or other rights or powers of the State of Connecticut and conveys no property rights in real estate or material, nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the facility or regulated activity affected thereby. This permit shall neither create nor affect any rights of persons or municipalities who are not parties to this permit.
- E. Any document, including any notice, which is required to be submitted to the commissioner under this permit shall be signed by a duly authorized representative of the Permittee and by the person who is responsible for actually preparing such document, each of whom shall certify in writing as follows: "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 understand that any 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."
- F. Nothing in this permit shall affect the commissioner's authority to institute any proceeding or take any other action to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law, including but not limited to violations of this or any other permit issued to the Permittee by the commissioner.
- G. Within 15 days of the date the Permittee becomes aware of a change in any information submitted to the commissioner under this permit, or that any such information was inaccurate or misleading or that any relevant information was omitted, the Permittee shall submit the correct or omitted information to the commissioner.
- H. The date of submission to the commissioner of any document required by this permit shall be the date such document is received by the commissioner. The date of any notice by the commissioner under this permit, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.
- I. Any document required to be submitted to the commissioner under this permit shall, unless otherwise specified in writing by the commissioner, be directed to: Office of Director; Engineering & Enforcement Division; Bureau of Air Management; Department of Energy and Environmental Protection; 79 Elm Street, 5th Floor; Hartford, Connecticut 06106-5127.

ATTACHMENT 17(b)

November 24, 2020

Mr. Tim Eves
Vice President
NTE Connecticut, LLC
24 Cathedral Place Suite 300
Saint Augustine, FL 32084

RE: BACT Recertification for NTE Connecticut, LLC

Dear Mr. Eves:

The Department of Energy and Environmental Protection ("the Department") has reviewed the Best Available Control Technology (BACT) recertification package submitted by NTE Connecticut, LLC on June 5, 2020 as required by New Source Review (NSR) permit number 089-0107.

The Department has determined that the existing limits and control technologies are still considered BACT for this project. This recertification of BACT resulted in all emission limitations from the affected units to remain the same with no further action being required at this time by NTE Connecticut, LLC.

Pursuant to RCSA §22a-174-3a(j)(4), NTE Connecticut, LLC shall resubmit for review and approval a BACT analysis if such construction, or phased construction, has not commenced within the 18 months following the commissioner's approval of the current BACT determination (i.e., the issue date of this determination) for such construction or phase of construction. In addition, NTE Connecticut, LLC may be required to submit an ambient impact analysis for the project at that time.

This letter in no way grants immunity from legal action resulting from the failure of this source to remain in compliance with existing air pollution regulations, nor does it provide an exemption from compliance with future Federal, State or local laws.

If you have any questions concerning this notice, please contact Mr. James Grillo at (860) 424-4152 or james.grillo@ct.gov.

Sincerely,

Tracy R. Babbidge

Tracy R. Babbidge
Chief
Bureau of Air Management

TRB:jag

cc: Lynn Gresock, Haley & Aldrich, Inc.

ATTACHMENT 17(c)



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

OFFICE OF ADJUDICATIONS

IN THE MATTER OF : *APP. No. 201615592*


NTE CONNECTICUT, LLC : *January 20, 2021*

FINAL DECISION

On January 4, 2021, a Proposed Final Decision was issued in the above captioned matter. That decision finds that the preponderance of the evidence in the record demonstrates that the proposed regulated activity complies with relevant statutory and regulatory criteria, and recommends that the Applicant, NTE Connecticut, LLC, be issued the requested permit to discharge wastewater to the Killingly Publicly-Owned Treatment Works. I note that the Proposed Final Decision, and this Final Decision, concern only the narrow question of whether, based on the evidence admitted to the record, the requested permit should be issued.

The Department's Rules of Practice provide a period of 15 days in which a party or intervenor may file exceptions to the Proposed Final Decision. Regs., Conn. State Agencies § 22a-3a-6(y)(3)(A). No exceptions have been filed, and the time to file exceptions has passed. The Commissioner has delegated final decision-making authority to the Department's Office of Adjudications in certain limited circumstances, including matters where a proposed final decision has been issued and no exceptions have been timely filed.

The Proposed Final Decision is therefore affirmed and adopted as the Final Decision in this matter.



Brendan Schain, Hearing Officer

SERVICE LIST

In the matter of
NTE Connecticut, LLC (Killingly)

PARTIES

DEEP

Bureau of Materials Management and
Compliance Assurance
Permitting and Enforcement Division
79 Elm Street
Hartford, CT 06106

Robin Jazxhi
Robin.jazxhi@ct.gov

Office of Legal Counsel

Kenneth Collette, esq
Kenneth.collette@ct.gov

APPLICANT

NTE Connecticut, LLC, Killingly
Brian Romeo
bromero@nteenergy.com

James P. Ray, Esq.
jray@rc.com
Earl W. Phillips, Jr.
ephillips@rc.com

PETITIONER

Ben Martin
bendicoot@yahoo.com

Request for Documents

Martha Klein
puckyshouse@gmail.com

ATTACHMENT 23

One State Street
Hartford, CT 06103
Main (860) 275-8200
Fax (860) 275-8299
escott@rc.com
Direct (860) 275-8362

Also admitted in Massachusetts

Via Certified Mail Return Receipt Requested

March 14, 2025

NTE Connecticut, LLC
99 King Street No. 3785
St. Augustine, FL 32085

Re: Docket No. 470C – NTE Connecticut, LLC Certificate of Environmental Compatibility and Public Need 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. Reopening of this Certificate based on changed conditions specifically limited to the status of the existing Certificate, pursuant to Connecticut General Statutes §4-181a(b).

Docket No. 527 – Application for a Certificate of Environmental Compatibility and Public Need by Windham Energy Center, LLC for a Battery Energy Storage System Facility at 189 Lake Road, Killingly, Connecticut

To Whom It May Concern:

As you may know, in 2019 the Connecticut Siting Council issued to NTE Connecticut, LLC (“NTEC”) a Certificate of Environmental Compatibility and Public Need (“Certificate”) to construct, operate and maintain a 650-megawatt (“MW”) dual fuel combined cycle electric generating facility (the “NTE Project”) on property at 180 and 189 Lake Road in Killingly, Connecticut (the “Subject Property”).

Attached please find 1) an application by Windham Energy Center, LLC (“WEC”) for a Certificate of Environmental Compatibility and Public Need to construct, maintain and operate a



NTE Connecticut, LLC

March 14, 2025

Page 2

325MW battery energy storage facility at the Subject Property (**Attachment A**);¹ 2) a copy of WEC's motion to reopen Connecticut Siting Council Docket No. 470B for the limited purpose of evaluating changed conditions and revoking NTEC's Certificate for the NTE Project and now docketed as Docket No. 470C (the "Motion," **Attachment B**); and 3) information related to a public hearing to be held on April 1, 2025 regarding the Motion (**Attachment C**).

If you have any questions please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Emilee Mooney Scott".

Emilee Mooney Scott

Attachments

Copy to: NTE Connecticut, LLC
1201 Orange Street, Suite 600
One Commerce Center
Wilmington, DE, 19899

¹ Additional materials available at: https://portal.ct.gov/csc/1_applications-and-other-pending-matters/applications/4_docketnos500s/docket-no-527.

One State Street
Hartford, CT 06103
Main (860) 275-8200
Fax (860) 275-8299
escott@rc.com
Direct (860) 275-8362

Also admitted in Massachusetts

Via Certified Mail Return Receipt Requested

March 14, 2025

NTE Energy Services Company, LLC
7901 4th St N #21197
Saint Petersburg, FL 33702

Re: **Docket No. 470C – NTE Connecticut, LLC Certificate of Environmental Compatibility and Public Need 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. Reopening of this Certificate based on changed conditions specifically limited to the status of the existing Certificate, pursuant to Connecticut General Statutes §4-181a(b).**

Docket No. 527 – Application for a Certificate of Environmental Compatibility and Public Need by Windham Energy Center, LLC for a Battery Energy Storage System Facility at 189 Lake Road, Killingly, Connecticut

To Whom It May Concern:

We are writing to NTE Energy Services Company, LLC as a present or former affiliate of NTE Connecticut, LLC (“NTEC”) and potential successor in interest to NTEC. As you may know, in 2019 the Connecticut Siting Council issued to NTEC a Certificate of Environmental Compatibility and Public Need (“Certificate”) to construct, operate and maintain a 650-megawatt (“MW”) dual fuel combined cycle electric generating facility (the “NTE Project”) on property at 180 and 189 Lake Road in Killingly, Connecticut (the “Subject Property”).

Attached please find 1) an application by Windham Energy Center, LLC (“WEC”) for a Certificate of Environmental Compatibility and Public Need to construct, maintain and operate a

NTE Energy, LLC

March 13, 2025

Page 2

325MW battery energy storage facility at the Subject Property (**Attachment A**);¹ 2) a copy of WEC's motion to reopen Connecticut Siting Council Docket No. 470B for the limited purpose of evaluating changed conditions and revoking NTEC's Certificate for the NTE Project and now docketed as Docket No. 470C (the "Motion," **Attachment B**); and 3) information related to a public hearing to be held on April 1, 2025 regarding the Motion (**Attachment C**).

If you have any questions please contact me.

Sincerely,



Emilee Mooney Scott

Attachments

¹ Additional materials available at: https://portal.ct.gov/csc/1_applications-and-other-pending-matters/applications/4_docketnos500s/docket-no-527.

One State Street
Hartford, CT 06103
Main (860) 275-8200
Fax (860) 275-8299
escott@rc.com
Direct (860) 275-8362

Also admitted in Massachusetts

Via Certified Mail Return Receipt Requested

March 14, 2025

NTE Energy, LLC
7901 4th St N #21191
Saint Petersburg, FL 33702

Re: **Docket No. 470C – NTE Connecticut, LLC Certificate of Environmental Compatibility and Public Need 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. Reopening of this Certificate based on changed conditions specifically limited to the status of the existing Certificate, pursuant to Connecticut General Statutes §4-181a(b).**

Docket No. 527 – Application for a Certificate of Environmental Compatibility and Public Need by Windham Energy Center, LLC for a Battery Energy Storage System Facility at 189 Lake Road, Killingly, Connecticut

To Whom It May Concern:

We are writing to NTE Energy, LLC as a present or former affiliate of NTE Connecticut, LLC (“NTEC”) and potential successor in interest to NTEC. As you may know, in 2019 the Connecticut Siting Council issued to NTEC a Certificate of Environmental Compatibility and Public Need (“Certificate”) to construct, operate and maintain a 650-megawatt (“MW”) dual fuel combined cycle electric generating facility (the “NTE Project”) on property at 180 and 189 Lake Road in Killingly, Connecticut (the “Subject Property”).

Attached please find 1) an application by Windham Energy Center, LLC (“WEC”) for a Certificate of Environmental Compatibility and Public Need to construct, maintain and operate a



NTE Energy, LLC

March 14, 2025

Page 2

325MW battery energy storage facility at the Subject Property (**Attachment A**);¹ 2) a copy of WEC's motion to reopen Connecticut Siting Council Docket No. 470B for the limited purpose of evaluating changed conditions and revoking NTEC's Certificate for the NTE Project and now docketed as Docket No. 470C (the "Motion," **Attachment B**); and 3) information related to a public hearing to be held on April 1, 2025 regarding the Motion (**Attachment C**).

If you have any questions please contact me.

Sincerely,

A handwritten signature in black ink that reads "Emilee Mooney Scott".

Emilee Mooney Scott

Attachments

¹ Additional materials available at: https://portal.ct.gov/csc/1_applications-and-other-pending-matters/applications/4_docketnos500s/docket-no-527.