

Law Offices  
ZAGORSKY, ZAGORSKY & GALSKE, P.C.  
73 East Main Street  
Post Office Box 218  
Plainville, Connecticut 06062-0218

Peter J. Zagorsky  
Paul E. Zagorsky  
William Galske, III

(860) 793-0200  
Fax (860) 793-0177

July 12, 2021

([Melanie.bachman@ct.gov](mailto:Melanie.bachman@ct.gov)) and ([Sitting.council@ct.gov](mailto:Sitting.council@ct.gov))

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

Re: Docket No. 1424, Petition of Southington Solar One, LLC (1012 East Street, Southington, Connecticut)

Dear Attorney Bachman,

The Intervenors in the above matter, Michael and Diane Karabin, oppose the July 6, 2021 (and July 12, 2021) requests by Southington Solar One, LLC seeking to modify and/or circumvent the Council's May 21, 2021 declaratory ruling, specifically Condition number 8 which states:

8. Submit an Amendment of Lease excluding the community garden from the boundaries of the solar project site prior to the commencement of construction:

Both the denied July 6<sup>th</sup> request and the subsequent July 12<sup>th</sup> request asks that Condition Number 8 be revised and/or rewritten. The ALTA map (Exhibit E) referenced showing the community garden they admit in their July 6<sup>th</sup> submission is "separate from the solar project site." Intervenor's September 25, 2020 Interrogatories 1 and 2, and Petitioner's responses are as follows:

1. Produce any and all documents which show and/or indicate you have the right to use, have access to, and/or have control over any piece or portion of the "project site" exclusive of the "project area" which include all site areas/acres not affected by the Project (as set forth in Petition p.21, Table1).

The Petitioner does not have any access to, or control of, any piece or portion of the "Project Site," as such term is defined in the Petition of Southington Solar One, LLC, exclusive of the "Project Area" (as defined in the Petition, and clarified in Southington Solar One, LLC's respective Responses to the Connecticut Siting Council's First and Second Sets of Interrogatories (hereinafter the "Interrogatory Responses"), Response No. 15). Notwithstanding the foregoing, the area for which the Petitioner has access to, or control of, is described in the Lease Amendment which was included as "Exhibit A" to the Interrogatory Responses and referenced in Response No. 14 therein.

2. Are any areas of the Project Site under lease, use and/or control by another party, and if so, please explain.

To the knowledge of Petitioner, there are two existing leases on the "Project Site," as defined in the Petition. The first is the lease executed by the Petitioner encompassing the Project Area and is described in the Lease Amendment which was included as "Exhibit A" to the Interrogatory Responses and referenced in Response No. 14 therein. The second is the lease executed by the Intervenor, as described in their Application to Intervene Under CEPA, §22a-19, §4-177a and §16-50n, dated August 27, 2020 (the "Application to Intervene"). According to the Application to Intervene (Schedule 1), the Intervenor's leased premises is "the area of the parcel that is not otherwise leased to VCP, LLC (and its affiliates) for the purposes of the development, construction, installation, interconnection, operation and maintenance of a solar photovoltaic system on the parcel."

Intervenor's Lease (attached) dated June 15, 2020 gives them the absolute use of that leased land until December 21, 2023 for planting and growing soybean, hay and other crops. Petitioner's July 12, 2021 submission (unaccompanied by the required Amendment of Lease) does not satisfy Condition number 8 as they have admitted the proposed community garden is "separate from the solar project site" and they do not have control over any piece or portion of the "project site" (Petition pages 4-5, 102.45 acres) exclusive of the "project area" (Petition page 12, plus or minus 37.45 acres).

Sincerely yours,

  
Paul E. Zagorsky

PEZ/cd

### CERTIFICATION


I hereby certify that on this 12<sup>th</sup> day of July, 2021, the foregoing was delivered by electronic mail, in accordance with §16-50j-12 of the Regulations of Connecticut State Agencies, to the following parties of record:

Attorney Lee Hoffman  
([lhoffman@pullman.com](mailto:lhoffman@pullman.com))

William Herchel  
([wherchel@verogy.com](mailto:wherchel@verogy.com))

Bryan Fitzgerald  
([bfitzgerald@verogy.com](mailto:bfitzgerald@verogy.com))

Attorney Amanda G. Gurren  
([agurren@pullcom.com](mailto:agurren@pullcom.com))

  
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Paul E. Zagorsky, Esq.

## FIRST AMENDMENT TO LEASE

This First Amendment to Lease dated June 15<sup>th</sup>, 2020, by and between **CATHOLIC CEMETERIES ASSOCIATION OF THE ARCHDIOCESE OF HARTFORD, INC.**, a non-stock corporation organized and existing under the laws of the State of Connecticut and having a principal place of business at 700 Middletown Ave, North Haven, Connecticut 06473 (the "Lessor") and **MICHAEL KARABIN and DIANE KARABIN**, both having an address of 894 Andrews Street, Southington, Connecticut 06489, doing business as **KARABIN FARMS** (the "Lessee").

### RECITALS:

**WHEREAS**, Lessor and Lessee entered a certain lease dated as of the 10<sup>th</sup> day of June, 2017 (the "Lease");

**WHEREAS**, Lessor and Lessee are desirous to amend the Lease as hereinafter set forth in this Amendment to Lease; and

**NOW THEREFORE**, in consideration of the foregoing recitals which are incorporated in this First Amendment to Lease by this reference, the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

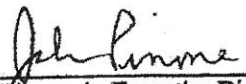
1. The Lessor and VCP, LLC (and its affiliates) shall have full, unmitigated access to the parcel in order to conduct a series of studies commencing on June 15, 2020. The portion of said parcel affected by the studies is detailed in the drawings and photographs attached hereto as **Exhibit A** and **Exhibit B**. In addition, Lessor and VCP, LLC (and its affiliates) shall have full, unmitigated access to the parcel for purposes of the ongoing development, construction, installation, interconnection, operation and maintenance of a solar photovoltaic system on the parcel. That area depicted (vegetable garden with brown soil) in Exhibit C is not to be accessed for any purpose whatsoever by Lessor and VCP, LLC (and its affiliates) as that is part of the premises Lessor has leased to Lessee. Lessor and VCP, LLC shall provide Lessee and its attorney ([paul@zzglaw.com](mailto:paul@zzglaw.com)) 48 hour notice of when it intends to access the property for the above purposes. The parties are aware testing will commence on June 15, 2020.
2. Lessor and Lessee agree that pursuant to Section 1.1 of the Lease, the Lease shall be renewed for a forty-two (42) month period beginning July 1, 2020 and ending on December 31, 2023 on the same terms and conditions as provided in the above referenced Lease, except for the parties hereby agree to the following changes:
  - a. In the Lease dated June 10<sup>th</sup>, 2017, the Lessor leased and demised to the Lessee, for the purposes of growing crops and produce, certain tillable land consisting of approximately 103 acres of land (the "Premises"), located on East Street in the Town of Southington, State of Connecticut. As part of this First Amendment to Lease, the Premises are now hereby reduced from approximately 103 acres of land to approximately 63 acres of land, as more further detailed and described on **Schedule 1** attached hereto, as the Lessor intends to lease the rest of the parcel to VCP, LLC for the installation and operation of a solar photovoltaic system.
  - b. The "total rent payable" as referred to in Section 2 of the Lease shall be paid annually as follows:

- i. Total Rent Due July 1, 2020 covering the period through June 30<sup>th</sup>, 2021 is fifteen hundred 00/100 (\$1,500.00) dollars, to be paid on or before December 1, 2020.
  - ii. Total Rent Due July 1, 2021 through June 30, 2022 is sixteen hundred 00/100 (\$1,600.00) dollars, to be paid on or before December 1, 2021.
  - iii. Total Rent Due July 1, 2022 through June 30<sup>th</sup>, 2023 is seventeen hundred 00/100 (\$1,700.00) dollars, to be paid on or before December 1, 2022.
  - iv. Total Rent Due July 1, 2023 through December 31, 2023 is eight hundred and fifty and 00/100 (\$850.00) dollars, to be paid on or before September 1, 2023.
3. Lessee covenants and agrees to indemnify and save harmless Lessor and Lessor's agents or employees against and from any and all claims of damage by the Lessee or its agents arising from the activities of the Lessor or its agents on that portion of the premises set forth in Exhibits A and B during the inspections/testing defined in Section 1 above or the installation or operation of solar panels defined in Section 2(a) above.
4. Except as hereby amended, the Lease shall remain in full force and effect according to its terms and conditions. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersede any and all prior understanding or agreement, oral or written, relating to the subject matter hereof.
5. This Amendment may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any facsimile or portable document format copies of this Amendment or signatures shall, for all purposes, be deemed originals.
6. In the event that VCP, LLC (and its affiliates) terminates their existing lease for the portion of the parcel leased to VCP, LLC (and its affiliates), which area is depicted in **Schedule 1** attached hereto, then Lessor and Lessee agree to negotiate in good faith the lease of all 103 acres for the purpose of growing crops and produce. If the Lessee is allowed to lease the entire property, then the annual rental rates shall be, corresponding to the subsections of 2(b) above: (i) Seven Thousand Five Hundred (\$7,500.00) Dollars, (ii) Seven Thousand Six Hundred (\$7,600.00) Dollars, (iii) Seven Thousand Seven Hundred (\$7,700.00) Dollars, and (iv) Three Thousand Eight Hundred Seventy Five (\$3,875.00) Dollars.
7. The parties agree to negotiate in good faith an extension of this Lease for a period of three (3) years, and any such extension shall take effect if the parties have agreed in writing (after negotiating in good faith) at least 180 days prior to the expiration of this Lease on December 31, 2023.

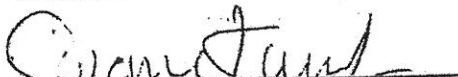
*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]*

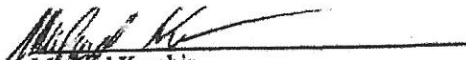
IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment to Lease as of the day and year first above written.

**LESSOR: CATHOLIC CEMETERIES  
ASSOCIATION OF THE ARCHDIOCESE  
OF HARTFORD, INC.**

By:   
John P. Pione, its Executive Director,  
Duly Authorized

**LESSEE:**

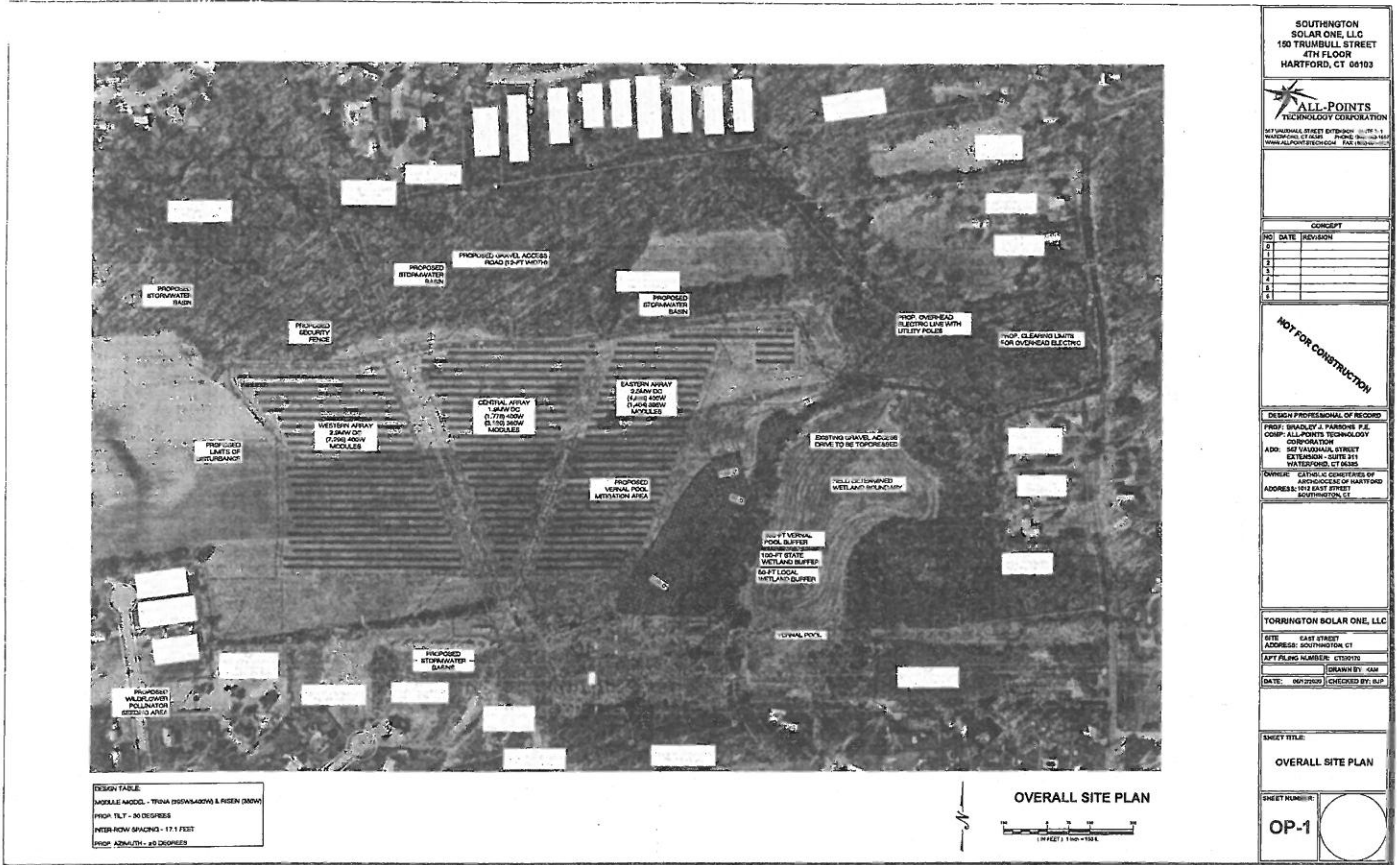
  
Diane Karabin

  
Michael Karabin

**Schedule 1**  
**Description of the Premises**

Site Address: 1012 East Street, Southington, CT 06489

**Aerial View of Premises:**



DESIGN TABLE  
 MODEL: MODEL - TRINA (DISCONTINUED) & ROSEN (NEW)  
 FROM TILT - 30 DEGREES  
 INTERROW SPACING - 11.1 FEET  
 PROP. AZIMUTH - 45 DEGREES

SOUTHWINGTON  
 SOLAR ONE, LLC  
 100 TRUMBULL STREET  
 4TH FLOOR  
 HARTFORD, CT 06103

ALL-POINTS  
 TECHNOLOGY CORPORATION  
 100 VANDERBILT STREET, SUITE 200  
 HARTFORD, CT 06103  
 WWW.ALLPOINTS.COM

CONCEPT	
NO.	DATE / REVISION
1	
2	
3	
4	
5	

**NOT FOR CONSTRUCTION**

DESIGN PROFESSIONAL OF RECORD  
 FIRM: ALL-POINTS TECHNOLOGY CORPORATION  
 ADDR: 100 VANDERBILT STREET, SUITE 200  
 HARTFORD, CT 06103  
 DATE: 05/18/2018  
 ADDRESS: 1012 EAST STREET, SOUTHWINGTON, CT

SOUTHWINGTON SOLAR ONE, LLC  
 1012 EAST STREET  
 SOUTHWINGTON, CT  
 DATE: 05/18/2018  
 CHECKED BY: RJP

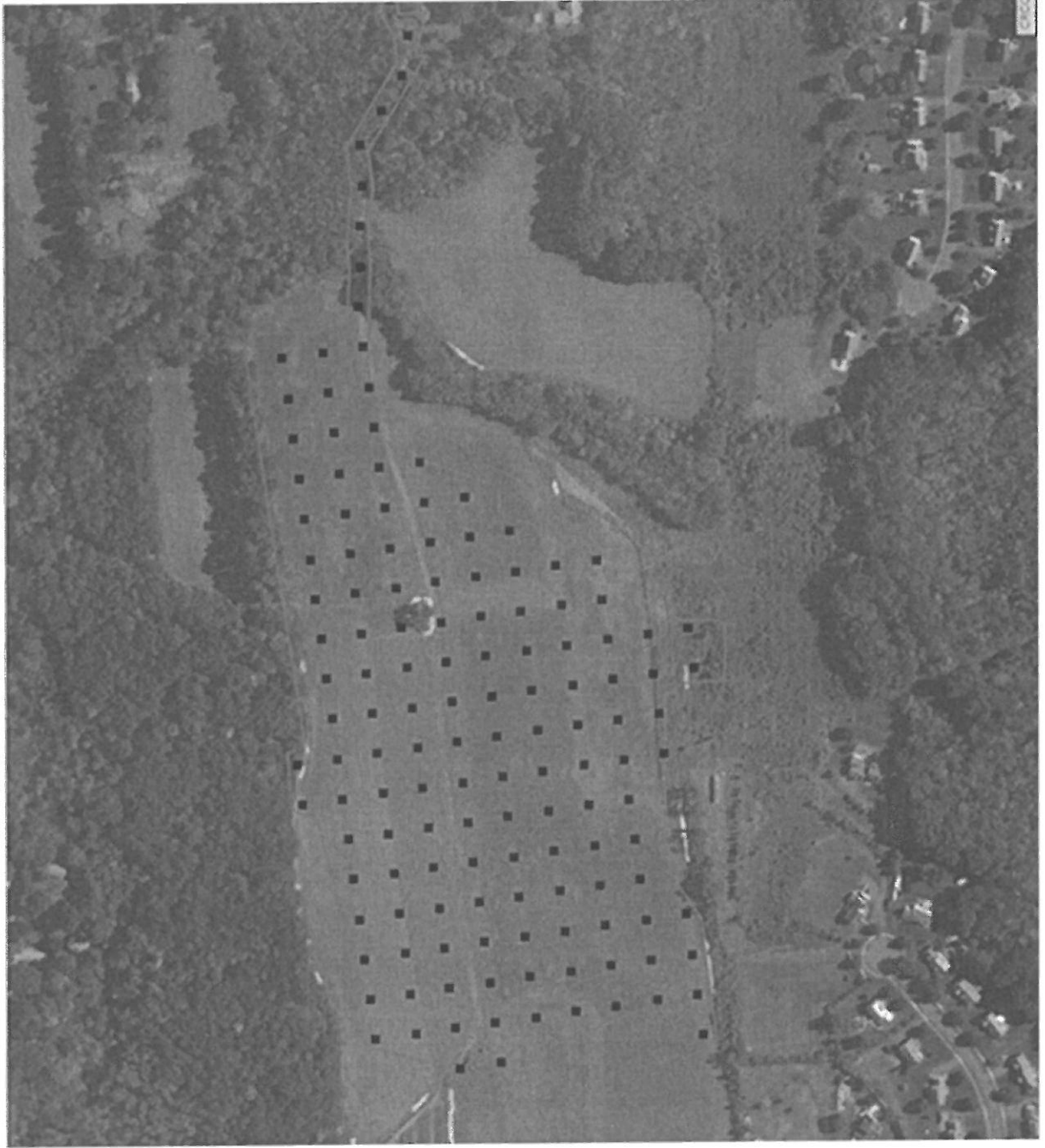
SHEET TITLE:  
**OVERALL SITE PLAN**

SHEET NUMBER:  
**OP-1**

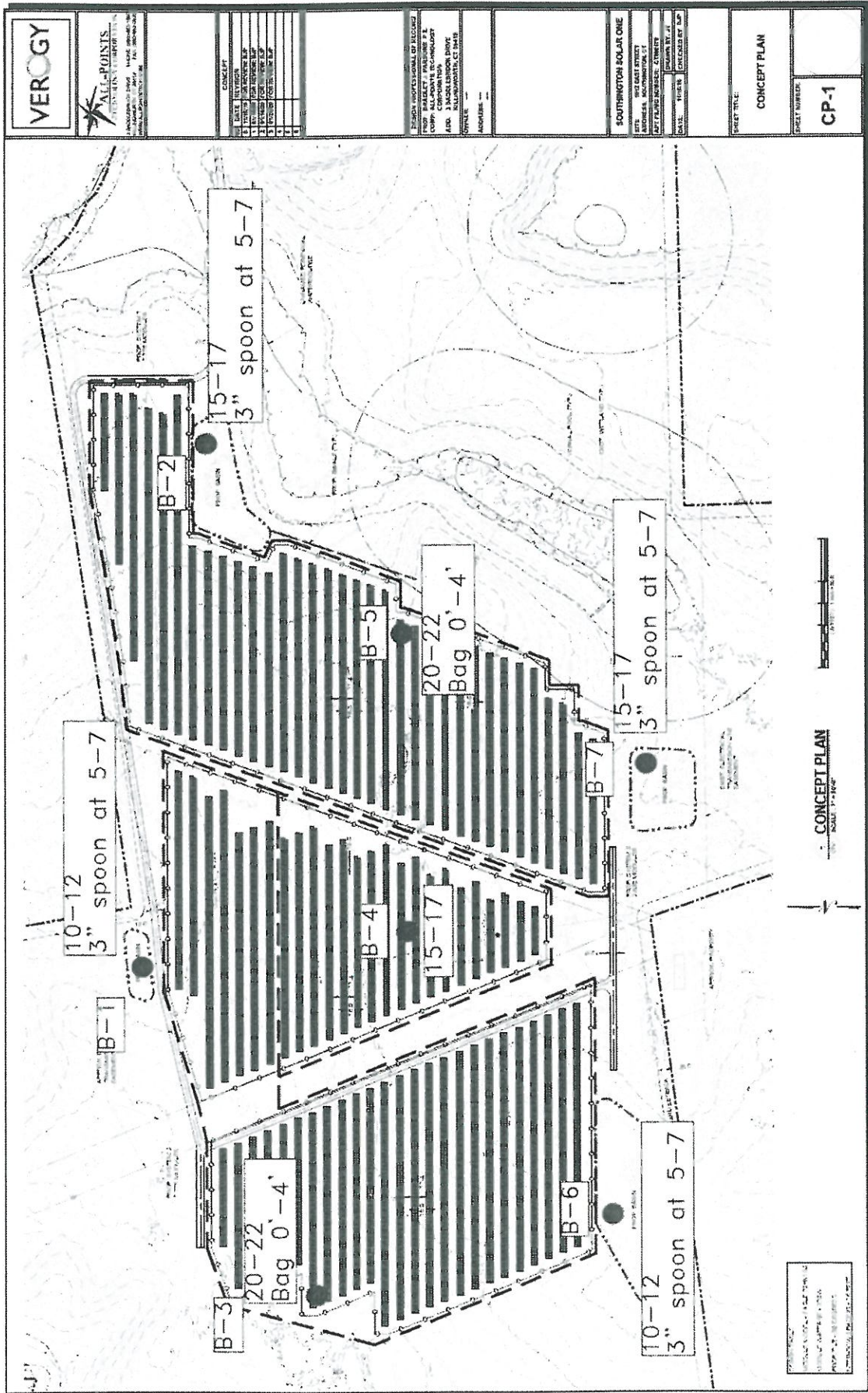
The "Premises" leased to the Lessee is the portion of the parcel outside of the area enclosed in red above, containing approximately 63 acres of land. A running description of the Premises will be substituted upon the completion of any engineering and site survey work.

For the avoidance of doubt and notwithstanding anything to the contrary contained herein or in the Lease, the "Premises" leased to the Lessee is the area of the parcel that is not otherwise leased to VCP, LLC (and its affiliates) for the purposes of the development, construction, installation, interconnection, operation and maintenance of a solar photovoltaic system on the parcel. Lessee agrees to further amend the Lease at the request of Lessor to reflect the final boundaries of the solar photovoltaic system upon completion of the project and any necessary adjustments to the definition of the "Premises" area leased to Lessee.

Exhibit A  
Cultural Resources Shovel Testing Locations



**Exhibit B**  
**Proposed Boring Locations**





**EXHIBIT C**  
**Vegetable Garden with brown soil**

