



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051
Phone: (860) 827-2935 Fax: (860) 827-2950
E-Mail: siting.council@ct.gov
Web Site: portal.ct.gov/csc

VIA ELECTRONIC MAIL

March 11, 2022

Kevin Hu, Asset Acquisitions
Distributed Solar Projects, LLC
c/o Distributed Solar Development, LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305
kevin.hu@dsdrenewables.com

RE: **PETITION NO. 1472** – Dynamic Energy Solutions, LLC as agent for Stag Industrial Holdings, LLC declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 1.5 megawatt AC solar photovoltaic electric generating facility located at 40 Pepes Farm Road, Milford, Connecticut, and associated electrical interconnection.

Mr. Hu:

The Connecticut Siting Council (Council) is in receipt of correspondence on March 4, 2022 regarding the transfer of site ownership and control in the above-referenced facility.

The Council hereby acknowledges the transfer of site ownership and control from Dynamic Energy Solutions, LLC to Distributed Solar Projects, LLC, with the condition that Distributed Solar Projects, LLC complies with all the terms, limitations, and conditions contained in the declaratory ruling issued on January 28, 2022, and on the timely payment of apportioned assessment charges for the facility under Connecticut General Statutes §16-50v(b)(1).

Thank you for your attention and cooperation. The Notice of Transfer will be placed in the above referenced file.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melanie A. Bachman'.

Melanie A. Bachman
Executive Director

MB/RDM/laf

c: Pat Hastings, Dynamic Energy Solutions, LLC (phastings@dynamicenergy.com)

From: Kevin Hu <kevin.hu@dsdrenewables.com>

Sent: Tuesday, March 8, 2022 9:17 AM

To: CSC-DL Siting Council <Siting.Council@ct.gov>; Bachman, Melanie <Melanie.Bachman@ct.gov>

Subject: Milford Pepes Farm Road Solar LLC - Notice Letter Assignment for CT Siting Council

Good morning Executive Director Bachmann,

Hope this finds you well. I am writing to you in regards to Milford Pepes Farm Road Solar LLC (“Milford Solar”), and wanted to notify you that on February 18, 2022, Dynamic Energy Solutions, LLC sold Milford Solar to Distributed Solar Projects, LLC. I have attached the formal notice letter, along with the Assignment and Assumption Agreement that was effective on February 15, 2022.

I have also sent a hard copy of the attached executed documents via FedEx, which should arrive to your location this week. Thank you and please let me know if you have any questions.

Best,
Kevin

Kevin Hu

ASSET ACQUISITIONS

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200 Harborside Drive
Suite 200
Schenectady, NY 12305

March 4, 2022

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

VIA CERTIFIED MAIL AND EMAIL (melanie.bachman@ct.gov)

RE: **PETITION NO. 1472** — Dynamic Energy Solutions, LLC as agent for Stag Industrial Holdings, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 1.5 megawatt AC solar photovoltaic electric generating facility located at 40 Pepes Farm Road, Milford, Connecticut, and associated electrical interconnection.

Dear Executive Director Bachman:

On January 28, 2022, the Connecticut Siting Council (“Council”) issued a declaratory ruling in favor of Petition No. 1472 (“Declaratory Ruling”). Subsequently, on February 15, 2022, STAG Industrial Holdings, LLC, (“STAG”), transferred its interests in the above-referenced Declaratory Ruling to Milford Pepes Farm Road Solar LLC (“Milford Solar”), a wholly owned subsidiary of Dynamic Energy Solutions, LLC (“Dynamic Energy”).

In accordance with Condition No. 9 of the Declaratory Ruling, STAG is current with payments to the Council for annual assessments and invoices under General Statutes § 16-50v. Additionally, Milford Solar agreed to comply with the terms, limitations, and conditions contained in the Declaratory Ruling, including timely payments to the Council for annual assessments and invoices under General Statutes § 16-50v, and all other applicable laws, rules, and regulations. Enclosed please find Milford Solar’s written agreement to comply with such terms.

On February 18, 2022, Dynamic Energy sold Milford Solar to Distributed Solar Projects, LLC, a Delaware limited liability company. In accordance with Condition No. 10 of the Declaratory Ruling, we hereby notify the Council of this sale. Effective immediately, the contact information for the individual or representative responsible for management and operations of the facility is:

Distributed Solar Projects, LLC
c/o Distributed Solar Development, LLC
200 Harborside Drive, Suite 200
Schenectady, NY 12305




200 Harborside Drive
Suite 200
Schenectady, NY 12305

Attention: Asset Management
Email: asset.management@dsdrenewables.com

Should you have any questions, please contact the undersigned. Thank you.

Respectfully submitted,

DISTRIBUTED SOLAR PROJECTS, LLC

By: 

Eric Pollock, Vice President

Encl.: Milford Solar Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) dated February 15, 2022 (the “Effective Date”), is executed and delivered by **STAG Industrial Holdings, LLC**, a Delaware limited liability company (“Assignor”) and **Milford Pepes Farm Road Solar LLC**, a Delaware limited liability company (“Assignee”) (Assignor and Assignee individually referred to as a “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, Assignee is a wholly owned subsidiary of Dynamic Energy Solutions, LLC, formed to hold the assets associated with the solar photovoltaic project under development at Assignor’s property in Milford, Connecticut (the “Project”).

WHEREAS, the regulatory approval for the Project set forth in Annex 1 was issued in the name of Assignor (the “Assigned Approval”).

WHEREAS, Assignor is to assign to Assignee and Assignee is to accept all of Assignor’s rights, duties, obligations, and liabilities of Assignor under the Assigned Approval.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Assignor and Assignee hereby agree as follows:

1. Assignment and Transfer. Assignor assigns, conveys, and transfers to Assignee all of Assignor’s rights, title and interest in and to the Assigned Approval, including any other documents relating to or given in connection with or pursuant to the Assigned Approval, such assignment and transfer to be effective as of the Effective Date.

2. Acceptance. Assignee accepts the assignment of the Assigned Approval and assumes all duties, obligations and liabilities of Assignor under the Assigned Approval. Assignee agrees to comply with the terms, limitations and conditions contained in the Assigned Approval, including timely payments to the Connecticut Siting Council for annual assessments and invoices under Conn. Gen. Stat. § 16-50v.

3. Further Assurances. On and after the date hereof, if either Party reasonably determines or is reasonably advised that any further instruments or actions are necessary or desirable to carry out the terms of this Agreement, the other Party shall execute and deliver all such instruments and perform all such actions reasonably necessary and proper to carry out the terms of this Agreement.

4. Conflict with Company Agreement. To the extent any provision of this Agreement is inconsistent with the limited liability company agreement of Assignee (the “Company Agreement”), the provisions of this Agreement shall control, and Assignor, on its own behalf and on behalf of the Assignee, hereby waives any and all requirements or limitations regarding the transfer of the Assigned Approval that may be set forth in the Company Agreement.

5. Miscellaneous. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Agreement shall be governed by the laws of the State of Delaware without reference to conflicts of laws. This Agreement may not be amended except by an instrument in writing signed by all of the Parties hereto. This Agreement may be executed by facsimile or PDF signature in counterparts, each of which shall be considered an original but which together shall be deemed one and the same instrument.

[Signatures on following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed as of and on the date first above written.

ASSIGNOR:

STAG Industrial Holdings, LLC, a
Delaware limited liability company

By: *Seth Malamut*
Name: Seth Malamut
Title: Assistant Secretary

ASSIGNEE:

Milford Pepes Farm Road Solar LLC
a Delaware limited liability company

DocuSigned by:
John Conley
5E577399CD0D445...
By: _____
Name: John Conley
Title: President & Chief Operating Officer

ANNEX 1
ASSIGNED APPROVAL

Declaratory Ruling, Connecticut Siting Council, dated January 28, 2022, re: *PETITION NO. 1472 – Dynamic Energy Solutions, LLC as agency for Stag Industrial Holdings, LLC petition for declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §14-50k, for the proposed construction, maintenance and operation of a 1.5 megawatt AC solar photovoltaic electric generating facility located at 40 Pepes Farm Road, Milford, Connecticut, and associated electrical interconnection.*