

**In The Matter Of:**  
*STATE OF CONNECTICUT*  
*CONNECTICUT SITING COUNCIL*

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*Petition No. 1310A*  
*January 14, 2020*

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*BCT Reporting LLC*  
*55 Whiting Street, Suite 1A*  
*Plainville, CT 06062*  
*860.302.1876*

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STATE OF CONNECTICUT  
CONNECTICUT SITING COUNCIL

Petition No. 1310A

Quinebaug Solar, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes Section 4-176 and Section 16-50k, for the proposed construction, maintenance and operation of a 50 megawatt AC solar photovoltaic electric generating facility on approximately 561 acres comprised of 29 separate and abutting privately-owned parcels located generally north of Wauregan Road in Canterbury and south of Rukstela Road and Allen Hill Road in Brooklyn, Connecticut.

Public Hearing held at the Brooklyn Community Center, 31 Tiffany Street, Brooklyn, Connecticut, Tuesday, January 14, 2020, beginning at 3 p.m.

H e l d   B e f o r e :

ROBERT SILVESTRI, Hearing Officer

1    A p p e a r a n c e s :

2

3            Council Members:

4            ROBERT HANNON,

5                    Designee for Commissioner Katie Dykes

6                    Department of Energy and

7                    Environmental Protection

8            LARRY LEVESQUE, ESQ.,

9                    Designee for Chairman Marissa P. Gillett

10                   Public Utilities Regulatory Authority

11            JOHN MORISSETTE

12            MICHAEL HARDER

13            DANIEL P. LYNCH, JR.

14            EDWARD EDELSON

15

16            Council Staff:

17                    MELANIE BACHMAN, ESQ.

18                    Executive Director and

19                    Staff Attorney

20

21                    MICHAEL PERRONE

22                    Siting Analyst

23

24

25

1    A p p e a r a n c e s (Continued):

2

3           For the Applicant, Quinebaug Solar, LLC:

4                    LOCKE LORD LLP

5                    20 Church Street

6                    Hartford, Connecticut  06103

7                            BY:  DAVID W. BOGAN, ESQ.

8                                    KATHRYN E. BOUCHER, ESQ.

9

10           For The Connecticut Light and Power Company

11           d/b/a Eversource Energy:

12                    CARMODY TORRANCE SANDAK HENNESSEY LLP

13                    50 Leavenworth Street

14                    P.O. Box 1110

15                    Waterbury, Connecticut  06702

16                            BY:  MARIANNE BARBINO DUBUQUE, ESQ.

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1           MR. SILVESTRI: Good afternoon,  
2 everyone. This hearing is called to order this  
3 Tuesday, January 14, 2020, at approximately 3 p.m.  
4 My name is Robert Silvestri, member and presiding  
5 officer of the Council.

6           Other members of the Council are  
7 Mr. Robert Hannon, designee for Commissioner Katie  
8 Dykes of the Department of Energy and  
9 Environmental Protection; Mr. Larry Levesque,  
10 designee for Chairman Marissa Paslick Gillett of  
11 the Public Utilities Regulatory Authority;  
12 Mr. John Morissette; Mr. Michael Harder;  
13 Mr. Daniel P. Lynch, Jr.; Mr. Edward Edelson.

14           Members of the staff are Ms. Melanie  
15 Bachman, executive director and staff attorney;  
16 and Mr. Michael Perrone, siting analyst.

17           This hearing is held pursuant to the  
18 provisions of Title 16 of the Connecticut General  
19 Statutes and of the Uniform Administrative  
20 Procedure Act upon a motion to reopen a petition  
21 from Quinebaug Solar, LLC for a declaratory ruling  
22 for the proposed construction, maintenance and  
23 operation of a 50 megawatt AC solar photovoltaic  
24 electric generating facility on approximately 561  
25 acres comprised of 29 separate and abutting

1 privately-owned parcels located generally north of  
2 Wauregan Road in Canterbury and south of Rukstela  
3 Road and Allen Hill Road in Brooklyn, Connecticut.

4 On December 5, 2019, the Council,  
5 pursuant to a request filed by Quinebaug Solar,  
6 LLC and the provisions of Connecticut General  
7 Statutes Section 4-181a(b), reopened this  
8 petition.

9 As a reminder to all, off-the-record  
10 communication with a member of the Council, or a  
11 member of the Council's staff, about the merits of  
12 this petition is prohibited by law.

13 The parties to the proceeding are as  
14 follows: The Petitioner, Quinebaug Solar, LLC,  
15 its representative, David W. Bogan, Esquire, and  
16 Kathryn E. Boucher, Esquire, of Locke Lord LLP.

17 Party, Troy and Meghan Sposato, its  
18 representative Troy and Meghan Sposato.

19 Another party, Eversource Energy, its  
20 representative, Marianne Barbino Dubuque, Esquire,  
21 of Carmody Torrance Sandak Hennessey LLP.

22 We will proceed in accordance with the  
23 prepared agenda, copies of which are available on  
24 the back table right next to the sign that we  
25 have. Also available, there are copies of the

1 Council's Citizens Guide to Siting Council  
2 procedures.

3 At the end of this afternoon's  
4 evidentiary session, we will recess and resume  
5 again at 6:30 p.m. for the public comment session.  
6 The 6:30 p.m. public comment session will be  
7 reserved for the public to make brief oral  
8 statements into the record.

9 I wish to note that the petitioner and  
10 parties, including their representatives and  
11 witnesses, are not allowed to participate in the  
12 public comment session. I also wish to note for  
13 those who are here, and for the benefit of your  
14 friends and neighbors who are unable to join us  
15 for the public comment session, that you or they  
16 may send written comments to the Council within 30  
17 days of the date hereof, and such written  
18 statements will be given the same weight as if  
19 spoken at the hearing.

20 A verbatim transcript will be made of  
21 this hearing and deposited with the Town Clerk's  
22 offices in Brooklyn, Canterbury and Plainfield for  
23 the convenience of the public.

24 Is there any public official here at  
25 this time that now wishes to make a public

1 statement?

2 (No response.)

3 MR. SILVESTRI: Hearing and seeing  
4 none, we will then proceed. Quinebaug Solar has a  
5 motion for protective order regarding a response  
6 to the Connecticut Siting Council Interrogatory  
7 Number 35 that was dated January 7 of 2020.  
8 Attorney Bachman may wish to comment.

9 MS. BACHMAN: Thank you, Mr. Chairman.  
10 In the original petition proceeding under Finding  
11 of Fact Number 117, Quinebaug Solar had  
12 voluntarily provided us with the estimated cost of  
13 the proposed project. And the intent of the  
14 interrogatory was to get an updated figure for the  
15 estimated costs of this reopened modified project.

16 Since the Council's charge is to  
17 balance the public need for utility services at  
18 the lowest reasonable cost to the consumer with  
19 the need to protect the environment, we recommend  
20 that this motion be denied and that the cost  
21 figure be made public.

22 MR. SILVESTRI: Is there a motion?

23 MR. EDELSON: So moved.

24 MR. SILVESTRI: Do we have a second?

25 MR. MORISSETTE: Second.



1 MR. HARDER: Second.

2 MR. SILVESTRI: Any discussion?

3 MR. EDELSON: I'm just wondering if --  
4 well, no, it's the same result.

5 MR. SILVESTRI: Go ahead.

6 MR. EDELSON: I mean, I think we're  
7 looking relative to the original motion what the  
8 change is. I don't know if they would, the  
9 petitioner would feel more comfortable giving a  
10 change in cost, but it gets us to the same number,  
11 so it's probably --

12 MR. SILVESTRI: Right now we have the  
13 protective order based on the motion and the  
14 second that we're looking to deny.

15 Any other discussion or comments?

16 (No response.)

17 MR. SILVESTRI: Hearing none, all those  
18 in favor of denying the motion for protective  
19 order, signify by saying aye.

20 THE COUNCIL: Aye.

21 MR. SILVESTRI: Any opposed?

22 (No response.)

23 MR. SILVESTRI: Any abstentions?

24 (No response.)

25 MR. SILVESTRI: The motion carries

1 unanimously.

2           Continuing, I wish to call your  
3 attention to those items shown on the hearing  
4 program marked as Roman Numeral 1.D., Items 1  
5 through 101. Does the petitioner or parties have  
6 an objection to the items that the Council has  
7 administratively noticed?

8           MR. BOGAN: Good afternoon, Mr.  
9 Silvestri. For the record, David Bogan, along  
10 with Kate Boucher, on behalf of the applicant. No  
11 objections.

12           MR. SILVESTRI: Thank you.

13           MS. BARBINO DUBUQUE: Good afternoon.  
14 Marianne Barbino Dubuque with Carmody Torrance  
15 Sandak Hennessey, counsel for Eversource. We have  
16 no objection.

17           MR. SILVESTRI: Thank you. And any  
18 other party present?

19           (No response.)

20           MR. SILVESTRI: No. Accordingly, the  
21 Council hereby administratively notices these  
22 existing documents, statements and comments.

23           Attorney Bogan, would you please  
24 present your witness panel for the purpose of  
25 taking the oath?

1 MR. BOGAN: I will. Thank you,  
2 Mr. Silvestri. If I may, I'll remain seated  
3 because of space limitations.

4 MR. SILVESTRI: That's fine.

5 MR. BOGAN: Starting with my far left,  
6 Dr. Ryan, do you want to state your name, business  
7 address, and business affiliation for the record,  
8 please?

9 KEVIN RYAN: My name is Kevin Ryan with  
10 FB Environmental based in Portland, Maine.

11 MR. BOGAN: Ms. Nickerson.

12 MR. LYNCH: We can't hear him down this  
13 end. Can you speak up a little louder?

14 KEVIN RYAN: Apologies. My name is  
15 Kevin Ryan. I'm with FB Environmental based out  
16 of Portland, Maine.

17 MR. BOGAN: Ms. Nickerson.

18 KATELIN NICKERSON: Katelin Nickerson  
19 with Tetra Tech from Portland, Maine.

20 MR. BOGAN: Mr. Huntley.

21 BRIAN HUNTLEY: My name is Brian  
22 Huntley. I'm with Tighe & Bond out of Westfield,  
23 Massachusetts.

24 MR. BOGAN: Mr. Gravel.

25 JONATHAN GRAVEL: My name is Jonathan

1 Gravel with NextEra Energy, located in Portland,  
2 Maine.

3 MR. BOGAN: And Mr. Lee.

4 HAGEN LEE: My name is Hagen Lee. I am  
5 with NextEra Energy based in Juno Beach, Florida.

6 MR. BOGAN: We do have two additional  
7 people, should they be needed, so we should  
8 probably swear them in.

9 Mr. Devarona, perhaps step forward.

10 EDWARD DEVARONA: Yes. Good afternoon.  
11 Ed Devarona with NextEra Energy and based out of  
12 Juno Beach, Florida.

13 MR. BOGAN: And Mr. Cartaya.

14 JOSEPH CARTAYA: Good afternoon. Joe  
15 Cartaya, NextEra Energy, Juno Beach, Florida.

16 MR. SILVESTRI: Thank you. Attorney  
17 Bachman, would you please administer the oath?

18 K E V I N R Y A N,

19 K A T E L I N N I C K E R S O N,

20 B R I A N H U N T L E Y,

21 J O N A T H A N G R A V E L,

22 H A G A N L E E,

23 J O S E P H C A R T A Y A,

24 E D W A R D D E V A R O N A,

25 called as witnesses, being first duly sworn

1           by Attorney Bachman, were examined and  
2           testified on their oaths as follows:

3                   MS. BACHMAN: Thank you.

4                   MR. SILVESTRI: And Attorney Bogan,  
5           could you please begin by numbering the exhibits  
6           of the filings you have made in this matter,  
7           making requests to administratively notice the  
8           existing documents and verifying all exhibits by  
9           the appropriate sworn witnesses?

10                   MR. BOGAN: Thank you, sir.

11                   DIRECT EXAMINATION

12                   MR. BOGAN: Mr. Lee, did you oversee  
13           the preparation of what's noted as Item 1 for  
14           identification, the motion to reopen in this  
15           proceeding?

16                   THE WITNESS (Lee): Yes.

17                   MR. BOGAN: And do you have any changes  
18           or corrections, other modifications to make to  
19           that information?

20                   THE WITNESS (Lee): No.

21                   MR. BOGAN: Is the information true and  
22           accurate to the best of your knowledge and belief?

23                   THE WITNESS (Lee): Yes.

24                   MR. BOGAN: Continuing with what's  
25           noted as Item B, which is the prefile testimony.

1 Mr. Lee, did you oversee or prepare what's noted  
2 as prefile testimony of Hagen Lee in this  
3 proceeding?

4 THE WITNESS (Lee): Yes.

5 MR. BOGAN: Let me do it this way:  
6 Ms. Nickerson, did you also prepare certain  
7 prefile testimony for submission in this  
8 proceeding?

9 THE WITNESS (Nickerson): Yes.

10 MR. BOGAN: And finally, Dr. Ryan, did  
11 you also prepare prefiled testimony in this  
12 proceeding?

13 THE WITNESS (Ryan): Yes.

14 MR. BOGAN: And starting with Mr. Lee,  
15 is the information contained in the -- well, let  
16 let me ask you first, do you have any changes to  
17 make to your prefile testimony?

18 THE WITNESS (Lee): No.

19 MR. BOGAN: Ms. Nickerson, any changes?

20 THE WITNESS (Nickerson): No.

21 MR. BOGAN: Dr. Ryan, any changes?

22 THE WITNESS (Ryan): No.

23 MR. BOGAN: Is the information true and  
24 accurate to the best of your knowledge and belief,  
25 Mr. Lee?

1 THE WITNESS (Lee): Yes.

2 MR. BOGAN: Ms. Nickerson?

3 THE WITNESS (Nickerson): Yes.

4 MR. BOGAN: And Dr. Ryan?

5 THE WITNESS (Ryan): Yes.

6 MR. BOGAN: Mr. Lee, did you also

7 oversee the preparation of what's denoted as the

8 petition for a declaratory ruling in this

9 proceeding, Item C for identification?

10 THE WITNESS (Lee): Yes.

11 MR. BOGAN: Mr. Gravel, did you also

12 participate in the preparation of the petition in

13 this matter?

14 THE WITNESS (Gravel): Yes.

15 MR. BOGAN: And Mr. Huntley, did you

16 similarly participate in the preparation of this

17 petition?

18 THE WITNESS (Huntley): Yes, I did.

19 MR. BOGAN: Ms. Nickerson?

20 THE WITNESS (Nickerson): Yes.

21 MR. BOGAN: Dr. Ryan?

22 THE WITNESS (Ryan): Yes.

23 MR. BOGAN: Mr. Devarona?

24 THE WITNESS (Devarona): Yes.

25 MR. BOGAN: Mr. Cartaya?

1 THE WITNESS (Cartaya): Yes.

2 MR. BOGAN: Do we have any changes to  
3 make to the petition, Mr. Lee?

4 THE WITNESS (Lee): No.

5 MR. BOGAN: Mr. Gravel?

6 THE WITNESS (Gravel): No.

7 MR. BOGAN: Mr. Huntley?

8 THE WITNESS (Huntley): No.

9 MR. BOGAN: Ms. Nickerson?

10 THE WITNESS (Nickerson): No.

11 MR. BOGAN: Dr. Ryan?

12 THE WITNESS (Ryan): No.

13 MR. BOGAN: Mr. Devarona?

14 THE WITNESS (Devarona): No.

15 MR. BOGAN: Mr. Cartaya?

16 THE WITNESS (Cartaya): No.

17 MR. BOGAN: Is the information true and  
18 accurate to the best of your knowledge and belief,  
19 Mr. Lee?

20 THE WITNESS (Lee): Yes.

21 MR. BOGAN: Mr. Gravel?

22 THE WITNESS (Gravel): Yes.

23 MR. BOGAN: Mr. Huntley?

24 THE WITNESS (Huntley): Yes.

25 MR. BOGAN: Ms. Nickerson?



1 THE WITNESS (Nickerson): Yes.

2 MR. BOGAN: Dr. Ryan?

3 THE WITNESS (Ryan): Yes.

4 MR. BOGAN: Mr. Devarona?

5 THE WITNESS (Devarona): Yes.

6 MR. BOGAN: Mr. Cartaya?

7 THE WITNESS (Cartaya): Yes.

8 MR. BOGAN: And do you adopt that as  
9 your testimony in this proceeding, Mr. Lee?

10 THE WITNESS (Lee): Yes.

11 MR. BOGAN: Mr. Gravel?

12 THE WITNESS (Gravel): Yes.

13 MR. BOGAN: Mr. Huntley?

14 THE WITNESS (Huntley): Yes.

15 MR. BOGAN: Ms. Nickerson?

16 THE WITNESS (Nickerson): Yes.

17 MR. BOGAN: Dr. Ryan?

18 THE WITNESS (Ryan): Yes.

19 MR. BOGAN: Mr. Devarona?

20 THE WITNESS (Devarona): Yes.

21 MR. BOGAN: And Mr. Cartaya?

22 THE WITNESS (Cartaya): Yes.

23 MR. BOGAN: Similarly, Mr. Lee, did you  
24 assist in the preparation or oversee the  
25 preparation of certain responses to

1 interrogatories issued by the Council in this  
2 matter?

3 THE WITNESS (Lee): Yes.

4 MR. BOGAN: Mr. Gravel?

5 THE WITNESS (Gravel): Yes.

6 MR. BOGAN: Mr. Huntley?

7 THE WITNESS (Huntley): Yes.

8 MR. BOGAN: Ms. Nickerson?

9 THE WITNESS (Nickerson): Yes.

10 MR. BOGAN: Dr. Ryan?

11 THE WITNESS (Ryan): Yes.

12 MR. BOGAN: Mr. Devarona?

13 THE WITNESS (Devarona): Yes.

14 MR. BOGAN: Mr. Cartaya?

15 THE WITNESS (Cartaya): Yes.

16 MR. BOGAN: Is the information true and  
17 accurate to your knowledge and belief, Mr. Lee?

18 THE WITNESS (Lee): Yes.

19 MR. BOGAN: Mr. Gravel?

20 THE WITNESS (Gravel): Yes.

21 MR. BOGAN: Mr. Huntley?

22 THE WITNESS (Huntley): Yes.

23 MR. BOGAN: Ms. Nickerson?

24 THE WITNESS (Nickerson): Yes.

25 MR. BOGAN: Dr. Ryan?

1 THE WITNESS (Ryan): Yes.

2 MR. BOGAN: Mr. Devarona?

3 THE WITNESS (Devarona): Yes.

4 MR. BOGAN: And Mr. Cartaya?

5 THE WITNESS (Cartaya): Yes.

6 MR. BOGAN: And do you adopt the  
7 relevant portions as your testimony in this  
8 matter, Mr. Lee?

9 THE WITNESS (Lee): Yes.

10 MR. BOGAN: Mr. Gravel?

11 THE WITNESS (Gravel): Yes.

12 MR. BOGAN: Mr. Huntley?

13 THE WITNESS (Huntley): Yes.

14 MR. BOGAN: Ms. Nickerson?

15 THE WITNESS (Nickerson): Yes.

16 MR. BOGAN: Dr. Ryan?

17 THE WITNESS (Ryan): Yes.

18 MR. BOGAN: Mr. Devarona?

19 THE WITNESS (Devarona): Yes.

20 MR. BOGAN: And Mr. Cartaya?

21 THE WITNESS (Cartaya): Yes.

22 MR. BOGAN: Mr. Huntley, did you  
23 oversee the location of certain signs in this  
24 proceeding which are referenced as Item 5 for  
25 identification on today's list?

1 THE WITNESS (Huntley): Yes, I did.

2 MR. BOGAN: And did you also have  
3 occasion to review the Council's pretrial order in  
4 this matter?

5 THE WITNESS (Huntley): Yes, I did.

6 MR. BOGAN: And is the location of the  
7 signs consistent with what was designated as the  
8 directive with regard to the location and  
9 substance of those signs?

10 THE WITNESS (Huntley): Yes, it is.

11 MR. BOGAN: And finally, Mr. Huntley,  
12 did you also receive certain correspondence from  
13 the State Historic Preservation Office noted as  
14 Item Number 6 for identification in this matter?

15 THE WITNESS (Huntley): Yes, I did.

16 MR. BOGAN: Did you make any changes to  
17 that document upon receipt?

18 THE WITNESS (Huntley): No, I did not.

19 MR. BOGAN: And to the best of your  
20 knowledge, is that the document that was submitted  
21 in this proceeding?

22 THE WITNESS (Huntley): Yes, it is.

23 MR. BOGAN: I would move admission of  
24 Items 1 through 6 on Item B, exhibits for  
25 identification.

1 MR. SILVESTRI: Thank you, counselor.

2 Does any party object to the admission  
3 of the petitioner's exhibits?

4 MS. BARBINO DUBUQUE: Thank you.  
5 Eversource has no objection.

6 MR. SILVESTRI: Thank you. The  
7 exhibits are admitted.

8 MR. BOGAN: Thank you.

9 (Petitioner's Exhibits II-B-1 through  
10 II-B-6: Received in evidence - described in  
11 index.)

12 MR. SILVESTRI: Just a reminder, as we  
13 go along with the cross-examination and responses,  
14 please make sure you use the microphones.

15 MR. BOGAN: The witnesses are available  
16 for cross-examination.

17 MR. SILVESTRI: Thank you. We will now  
18 begin with cross-examination of the petitioner  
19 with Mr. Perrone.

20 MR. PERRONE: Thank you, Mr. Silvestri.

21 CROSS-EXAMINATION

22 MR. PERRONE: When were the project  
23 signs installed?

24 THE WITNESS (Huntley): The project  
25 signs were installed on December 31st.

1           MR. PERRONE:  Were the signs  
2 approximately 4 by 8 in size?

3           THE WITNESS (Huntley):  They were  
4 approximately 4 by 6 in size.

5           MR. PERRONE:  Okay.  What information  
6 was on each sign?

7           THE WITNESS (Huntley):  The signs  
8 contained the information specifically required in  
9 the memorandum that was issued prior to  
10 installation of the signs and as discussed at the  
11 prefile hearing -- the prehearing meeting.

12          MR. PERRONE:  Could a sign affidavit be  
13 submitted?

14          MR. BOGAN:  We can certainly do that,  
15 yes.

16          MR. PERRONE:  Could you give us a  
17 high-level summary of today's field review, for  
18 example, where we met and what occurred?

19          THE WITNESS (Huntley):  The field  
20 review today, we all met at the location of the  
21 parking lot for the athletic field on the site,  
22 which is approximately on the southwestern edge of  
23 the proposed project.  From there we looked at the  
24 overall proposed project in a figure that was held  
25 for everybody to review.  We did a brief site walk

1 towards the area of the herpetofauna protection  
2 area, as well as further to the north towards a  
3 potential breeding pool location that was  
4 identified during some of the studies that were  
5 done on the site. From there we concluded the  
6 site visit and returned back to our location  
7 currently.

8 MR. PERRONE: Regarding the power  
9 purchase agreement, given the revised project with  
10 a different target date for commercial operation,  
11 did the power purchase agreement change?

12 THE WITNESS (Lee): We had to file an  
13 extension for milestones, but the power purchase  
14 agreement largely stayed in the same form.

15 MR. PERRONE: So the 20 year term is  
16 still the same with no provision for extension?

17 THE WITNESS (Lee): Yes, 20 years. It  
18 is still 20 years.

19 MR. PERRONE: And after the 20 year  
20 term, you could obtain another PPA from the same  
21 or a different entity, or act as a merchant  
22 generator?

23 THE WITNESS (Lee): Can you repeat that  
24 question?

25 MR. PERRONE: Sure. After the 20 year

1 term, would you potentially seek another PPA or  
2 act as a merchant generator?

3 THE WITNESS (Lee): Currently the  
4 project is planned for a 20 year PPA term and 10  
5 year merchant term after the 20 year PPA term  
6 expires.

7 MR. LYNCH: Excuse me, Mr. Lee, could  
8 you speak up a little louder?

9 THE WITNESS (Lee): Currently the  
10 project plans on a 20 year PPA term and an  
11 additional 10 year merchant term.

12 MR. PERRONE: Turning to the response  
13 to Council Interrogatory Number 1 where it  
14 discusses the forward capacity auction, it says  
15 the petitioner participated in FCA 14 in 2019.  
16 Would that be FCA 13?

17 THE WITNESS (Devarona): Yes, the  
18 petitioner participated in FCA 13, and then again  
19 in FCA 14 at the beginning of last year.

20 MR. PERRONE: Okay.

21 THE WITNESS (Devarona): Which is for  
22 years 2023 and 2024.

23 MR. PERRONE: Could you explain what is  
24 meant by "received qualified summer capacity," but  
25 yet the final capacity obligation won't be



1 determined until this year?

2 THE WITNESS (Devarona): Yes, the  
3 process for the FCA grants the project a  
4 qualifying capacity number, which was 24.9, the  
5 summer capacity. The actual auction takes place  
6 now on February 3rd, and so there's financial  
7 measures that are part of that auction. And then  
8 depending on where that clears is where you get  
9 the capacity supply obligation. So we're looking  
10 into going into that February 3rd auction.

11 MR. PERRONE: So regarding that  
12 auction, so is it if it clears, or is it just the  
13 amount that clears?

14 THE WITNESS (Devarona): It will be  
15 both. So it will be, it's a pricing auction, sort  
16 of negative downwards to where the actual price  
17 for the energy would clear. So number one is the  
18 bid of the project as well as the amount that the  
19 project can be bid at.

20 MR. SILVESTRI: I want to interrupt you  
21 for a second. I'm not sure if you answered it or  
22 not. In that interrogatory you mentioned that the  
23 qualified summer capacity received was 24.9  
24 megawatts, but the project is much bigger. What  
25 happens to the balance of the megawatts?

1           THE WITNESS (Devarona): So the project  
2 has a PPA for the characteristics of the project.  
3 The capacity auction is for a capacity value for  
4 ISO New England to meet the capacity obligations  
5 for the region. So the two things don't  
6 necessarily run together. It's more of a payment  
7 for the plant to be online to provide up to that  
8 amount of capacity to supply the ISO New England  
9 obligations.

10           MR. SILVESTRI: I think I got that.  
11 Thank you.

12           MR. PERRONE: Referencing page 2 of the  
13 comments from Department of Energy and  
14 Environmental Protection, the fourth paragraph  
15 talks about how the DEEP stormwater program has  
16 issued new guidance for solar development. My  
17 question is, has the petitioner reviewed this new  
18 guidance; and if so, have you discussed this new  
19 guidance with DEEP?

20           THE WITNESS (Huntley): We have  
21 received the new guidance, but since it was only  
22 last week that it was issued, we have not gone  
23 through it in detail, and we have not had further  
24 discussions with DEEP specifically about  
25 compliance or the requirements in the guidance.

1           MR. PERRONE: Referencing the response  
2 to Council Interrogatory 36, it's noted that the  
3 project is proposed to be constructed in phases to  
4 minimize disturbance. Within each phase,  
5 sub-phases would be designed to be less than 10  
6 acres. Why was the phasing limit increased from 5  
7 acres last time to about 10 acres, max, this time?

8           THE WITNESS (Huntley): Since this  
9 project was designed a number of years ago, we had  
10 additional consultation with DEEP through their  
11 stormwater group, and we've also had experience on  
12 other projects within Connecticut. And we have an  
13 understanding and have a lot of discussions with  
14 DEEP about what their goals were as far as  
15 phasing, and the indication is that their  
16 preference would be to have slightly larger phases  
17 to include the development of stormwater basins in  
18 lieu of traps which they felt was more protective  
19 of the environment and made more sense for this  
20 project. That, combined with the geometry of the  
21 site, is where it made sense to go to those larger  
22 phases.

23           MR. PERRONE: Does DEEP have a phasing  
24 limit, do they cap the size of the phases?

25           THE WITNESS (Huntley): I believe that,

1 in general, they do cap the size of the phase at  
2 10 acres.

3 MR. PERRONE: Would your phasing plan  
4 change due to the new stormwater guidance?

5 THE WITNESS (Huntley): Again, I  
6 haven't reviewed it in detail, but I don't believe  
7 that the phasing would necessarily change because  
8 of the guidance.

9 MR. PERRONE: Then I'm going to refer  
10 to the findings of fact from 1310, the original  
11 findings. I have a spare copy if you need it.  
12 Turning to findings 133 through 136 which get into  
13 phasing --

14 THE WITNESS (Huntley): I'm sorry, I do  
15 not have that in front of me. May I have a spare  
16 copy?

17 MR. PERRONE: (Handing) No problem.

18 THE WITNESS (Huntley): Thank you.

19 MR. PERRONE: It's for Items 133  
20 through 136. Those get into the stormwater  
21 phasing. Would these be largely the same except  
22 for increasing to about 10 acres instead of 5?

23 THE WITNESS (Huntley): I would say, in  
24 general, the content would be very similar except  
25 it would change from the 5 acres to, in some

1 locations, 10 acres, and the location of these  
2 features would likely be different as well.

3 MR. PERRONE: And for Number 135,  
4 before the estimate was one or two days to clear 5  
5 acres. Would that number still, or would you  
6 estimate more time to clear 10?

7 THE WITNESS (Huntley): For the  
8 clearing it's going to be very much location and  
9 species specific. I think it would be safe to say  
10 that since it is a larger area, that could  
11 increase to, you know, two to four days as opposed  
12 to one to two.

13 MR. PERRONE: Okay. Now some  
14 electrical questions. Turning to the petition  
15 itself, page 314, as far as the point of change of  
16 ownership from Quinebaug to Eversource at the  
17 collector substation, the second paragraph on page  
18 3-14, it said the change of ownership would be on  
19 the substation bus, and then the third paragraph  
20 says the terminal structure. I just wanted to  
21 clarify the location of the change in ownership.

22 THE WITNESS (Devarona): The change of  
23 ownership takes place as the conductor leaves the  
24 structure at the collector substation, and it's  
25 designated within the interconnection agreement

1 which we have with ISO New England and Eversource.

2 MR. PERRONE: So it would be on the 115  
3 kV side on the structure where it leaves the --

4 THE WITNESS (Devarona): It's right as  
5 the wire goes over to the switchyard, the  
6 Eversource substation.

7 MR. PERRONE: Turning to the response  
8 to Council Interrogatory 18, this gets into  
9 feeders and DC lines crossing public roads. I  
10 understand there's two 34.5 kV AC feeders and two  
11 1,500 volt DC connections. And we're also given a  
12 drawing at the end where it shows the public road  
13 crossings, and there are four of them. I was just  
14 wondering which were which. Do you know which two  
15 are the AC feeders versus the DC panel  
16 connections? So that would be the drawing for  
17 Number 18.

18 THE WITNESS (Cartaya): Yes, to the  
19 north of the project is the DC collection  
20 underground routing. The southern, near the  
21 substation or feeding to the substation, parcel is  
22 where you will find the medium voltage AC  
23 collection.

24 MR. PERRONE: Okay. And while we're  
25 still on the Council interrogatories, going on to

1 number 19, there will be a static mast about 70  
2 feet tall. Is that like a lightning protection  
3 mast, the static mast?

4 THE WITNESS (Cartaya): That is  
5 correct.

6 MR. PERRONE: Also on page 3-8 of the  
7 petition it talks about Eversource will own  
8 certain portions of the collection lines that  
9 interact the public right-of-way. So by the  
10 collection lines, going back to the earlier  
11 question, that refers to the two 34.5 kV that pass  
12 over a public road?

13 THE WITNESS (Cartaya): Just a moment.

14 (Witnesses conferred off the record.)

15 THE WITNESS (Lee): Yes.

16 MR. PERRONE: Turning to Finding of  
17 Fact 104, initially for the original project  
18 electricity from the panel arrays would be  
19 transmitted to centralized inverters via  
20 underground DC collection lines. Are you also  
21 going to use underground DC lines for most of the  
22 project except the two overhead noted?

23 THE WITNESS (Cartaya): So for DC  
24 collection, most of it will be, we're exercising  
25 the option to have above and underground. To feed

1 into centralized inverters, you do have to go  
2 underground within a certain perimeter. Most of  
3 the DC collection will be aboveground in the  
4 array. In our preliminary design this is how we  
5 proceed.

6 MR. PERRONE: And for the number of  
7 inverters, it was covered in the response to  
8 Interrogatory 13. The response covered the noise  
9 question, but as far as the quantity of inverters  
10 was it 24 or 25?

11 THE WITNESS (Cartaya): 24.

12 MR. PERRONE: Now some general  
13 construction questions. Response to Council  
14 Interrogatory Number 3, these are some updates to  
15 findings on distances to the nearest home. On the  
16 very last part, the revision to Finding of Fact  
17 100, the distance is given from the limits of  
18 construction to the Sposato residence of  
19 approximately 98 feet; however, in the earlier  
20 project we had about 55. I was just trying to  
21 understand why it roughly doubled, but yet we're  
22 dealing with an existing distance. The distance  
23 from the limits of construction associated with  
24 the access to the Sposato residence appears to  
25 have gone from 55 feet to 98 feet which is my



1 question.

2 THE WITNESS (Gravel): Can we have a  
3 minute to discuss?

4 MR. PERRONE: Sure.

5 THE WITNESS (Gravel): Thank you.

6 (Witnesses conferred off the record.)

7 THE WITNESS (Huntley): The exact  
8 measurement is something that I would have to  
9 confirm, how we came up with those two different  
10 numbers. However, the proposed proximity of the  
11 access road in that location has not changed from  
12 the original project, and I believe that what we  
13 were talking about for impacts directly were  
14 improvements to that access road. The actual  
15 location of the closest array or panels is in the  
16 neighborhood of 800 feet away from that location.  
17 So that's something that we would have to take a  
18 look at to determine how we made that analysis to  
19 provide better clarity.

20 MR. PERRONE: Okay. Also on that same  
21 topic, the existing southern access, you noted in  
22 the interrogatory response that it's to be  
23 improved. And how would the access road be  
24 improved?

25 THE WITNESS (Huntley): In general, the

1 idea is that that access road would be maintained.  
2 There's a portion of it that's currently paved,  
3 and then beyond that is gravel. The idea of  
4 improvement is that there may be reason for  
5 grading or additional gravel on that road. There  
6 are no proposed overall changes to the access road  
7 in that location. The improvements are, you know,  
8 purely for the point of access during construction  
9 for the project.

10 MR. PERRONE: All right. Also getting  
11 into access distances, in the comments from DEEP  
12 on page 3, DEEP states there's a possible  
13 discrepancy between the figure on page 3-8, which  
14 shows .88 miles of existing roads, and also it  
15 mentions on page 4 of the vernal pool survey and  
16 general herpetological inventory cites the  
17 presence of about 1.5 miles of existing dirt and  
18 gravel roads on the site. Does this difference  
19 reflect a difference between areas covered by  
20 terms "development area" and "the site," or are  
21 some of the access roads not designated for reuse?

22 THE WITNESS (Nickerson): Excuse me.  
23 Sorry.

24 MR. PERRONE: Yes.

25 (Witnesses conferred off the record.)

1 THE WITNESS (Nickerson): The numbers  
2 provided in the vernal pool report are more of a  
3 rough estimate and do not apply to the roads that  
4 will be reused as part of the project site.

5 MR. PERRONE: So in the vernal pool  
6 report it's more about how much access is there,  
7 not so much what you're using?

8 THE WITNESS (Nickerson): Correct.

9 MR. PERRONE: Page 3-9 of the petition  
10 talks about the wildlife gaps under the fence. It  
11 appears that there's a two-tier system, a 3-inch  
12 gap and a 6-inch gap. Can you explain why it  
13 varies? So it's page 3-9 in a section called  
14 Fencing, Item 1.

15 THE WITNESS (Gravel): The differences  
16 in the gaps is pertaining to safety as well as  
17 wildlife. The 3-inch gap is to provide a little  
18 bit of a gap for smaller animals but also kind of  
19 in locations close to where the public may have  
20 the opportunity to enter the site. So we're kind  
21 of allowing for smaller animals to proceed  
22 underneath the fence to get inside the facility.  
23 The 6-inch gap is in locations that are farther  
24 away from public access roads where the public  
25 wouldn't generally have the opportunity to go and

1 maybe enter the site. We've had some previous  
2 information from the Town of Brooklyn that there's  
3 been some vandalism on the property in the  
4 athletic field. So that's why we kind of have two  
5 different gaps. So it's ultimately for wildlife,  
6 but thinking of safety near access roads or public  
7 accessways.

8 MR. SILVESTRI: Mr. Lynch has a  
9 follow-up to that.

10 MR. LYNCH: Excuse me. With the 6-inch  
11 gap, even though you said it's not near the  
12 public, wouldn't that, if you were a young kid,  
13 like I was once, a 6-inch gap with a shovel, you  
14 know, it's an attractive nuisance to run around in  
15 these things. Well, I guess my question would be,  
16 do you feel that would be an attractive nuisance  
17 to kids?

18 THE WITNESS (Huntley): We have  
19 experience in other locations in other states at  
20 other facilities where the 6-inch gap is actually  
21 beneficial for wildlife, as indicated, for small  
22 wildlife to continue to move. And we're not aware  
23 that that is encouraging or providing an  
24 attractive nuisance in those locations.

25 MR. LYNCH: The reason I ask is because

1 if you're a young kid and you see all these panels  
2 out there, it looks like a jungle gym or  
3 something, you can crawl under and hang on these  
4 things, not realizing that these panels are hot  
5 and they can get a little shock. So I was just  
6 wondering, if you haven't encountered it, that's  
7 fine, but knowing kids being kids, you know, it's  
8 something they can run around in, you know, slide  
9 their bikes under and hang on the racks and stuff.  
10 So that's the reason why I asked.

11 MR. SILVESTRI: Thank you, Mr. Lynch.  
12 Mr. Hannon also had a follow-up.

13 MR. HANNON: Thank you. Again, staying  
14 on page 3-9, it talks about three different types  
15 of fencing. Is there any indication on the plans  
16 as to where the fence is with the 3-inch gap  
17 versus the 6-inch gap, and also anything  
18 identifying specifically the additional security  
19 fence because that appears to have no gap under it  
20 at all. So I'm just curious if that's been  
21 delineated on the plan.

22 THE WITNESS (Gravel): So the  
23 substation facilities and switchyard, those would  
24 be to code, and they would not have a gap at those  
25 locations. Our safety fence along public ways,

1 that's where we intend to not have a gap. And we  
2 don't have definitive indications of where those  
3 different gaps will be. We're leaving that up to  
4 the contractor to determine that. So maybe to  
5 some of your concern, identifying where maybe  
6 there's a drop in the landscape, you know, maybe  
7 it's best to place the fence closer, the 3-inch  
8 gap versus the 6. So we're leaving that up to on  
9 the ground and site specific.

10 MR. HANNON: So for the additional  
11 security fence because, again, the reason I'm  
12 asking is because if that is going to be to the  
13 ground, so you don't have the gap, will that sort  
14 of preclude some of the wildlife from actually  
15 getting to that 3-inch or 6-inch gap, because I'm  
16 not sure exactly where the additional security  
17 fence goes compared to just the perimeter fencing.  
18 That's kind of where I'm going with that.

19 THE WITNESS (Gravel): Perhaps I can  
20 reiterate to make that a little more clear. So,  
21 Wauregan Road, Liepis Road and Rukstela Road are  
22 kind of the main access, public accessways near  
23 the project. Along those locations that would be  
24 more frequented by public, that's where we would  
25 not have a gap. So did I answer your question?

1           MR. HANNON: Yes. So internally you'd  
2 have the gap, but this is more at the public  
3 roadway, not within the project?

4           THE WITNESS (Gravel): Yes.

5           MR. HANNON: Okay. Thank you.

6           MR. SILVESTRI: Thank you, Mr. Hannon.  
7 Mr. Perrone.

8           MR. PERRONE: Thank you. At page 3-7  
9 of the petition it gives the spacing of the panels  
10 from edge to edge, or what we could call the aisle  
11 width, and it varies from about 7 and a half feet  
12 to 10 feet. And then drawing C-086 shows about  
13 8.7 feet. So is the drawing basically just the  
14 average distance or the typical distance?

15           THE WITNESS (Huntley): That's correct,  
16 the drawing is a representative.

17           MR. PERRONE: Why are different  
18 distances used for the aisle widths?

19           THE WITNESS (Huntley): Depending on  
20 the existing topography on the site and the  
21 potential for inter-row shading, there is some  
22 variation in the widths between the panels for the  
23 rows to minimize the impact of inter-row shading  
24 from one panel to another panel at a different  
25 row. And as topography changes, that would

1 increase or decrease slightly.

2 MR. PERRONE: In general, are there  
3 certain areas where you have the narrower aisles  
4 versus the wider, or does it vary a lot within  
5 each array?

6 THE WITNESS (Huntley): It varies  
7 within the arrays to some degree. In general,  
8 where you have a southern facing slope, the aisle  
9 widths would be narrower; and if it's a northern  
10 or a different direction slope, those aisle widths  
11 would increase.

12 MR. PERRONE: Also on page 3-7 of the  
13 petition under the modules and racking section,  
14 each array will consist of modules mounted on  
15 fixed vertical posts. They'll be installed by  
16 using a pile driver, drill, or vibratory hammer.  
17 My question is, do you have a default method to  
18 install these posts? Is there one you use most  
19 often and the others are backups?

20 THE WITNESS (Cartaya): Yes. Our  
21 normal practice would be to use a pile drive  
22 method, and we intend on this project to use the  
23 same.

24 MR. PERRONE: Would there be certain  
25 geotech conditions where you'd have to use a drill



1 or a vibratory hammer?

2 THE WITNESS (Cartaya): Give me just  
3 one moment.

4 (Witnesses conferred off the record.)

5 THE WITNESS (Cartaya): Based on our  
6 current geotech data, we don't anticipate having a  
7 drill, but as our EPCs are in construction, that  
8 certainly can be the case if they determine there  
9 are some areas where it's necessary.

10 MR. PERRONE: Okay.

11 MR. SILVESTRI: If I could interrupt  
12 and get a clarification? Explain the difference  
13 between a pile driver and a vibratory hammer for  
14 putting in these piles?

15 THE WITNESS (Cartaya): Just one  
16 moment.

17 THE WITNESS (Huntley): As technology  
18 changes and as the installation methods change,  
19 there are slight variations on what could be used.  
20 In general, I would say that the vibratory hammer  
21 is typically an air type of a hammer which has a  
22 higher frequency than a pile driver. A pile  
23 driver is a slower hydraulic hammer typically.  
24 And the intention is that this was included if  
25 there are certain conditions that are encountered

1 where they need to do something different from a  
2 standard pile driver, it allows us the ability to  
3 deal with that. The vibratory hammer is more  
4 along the lines of something similar to a coring  
5 type of drill where it's a rotary, you know, drill  
6 type of scenario as opposed to the driving of the  
7 posts.

8 MR. SILVESTRI: So would there be a  
9 hierarchy, if you will, that you would start with  
10 a pile driver. If that failed, what would be the  
11 next one, would it be a vibratory hammer, or would  
12 it be a drill?

13 THE WITNESS (Huntley): I would say  
14 that it's definitely that hierarchy that the  
15 intention is for it to be pile driven. And if  
16 there is refusal that's encountered, meaning they  
17 can't drive through it, they would need to go to  
18 an alternate technique. Most of the time that  
19 would be to drill a hole. It's possible,  
20 depending on the constitution of the rock, that  
21 they might have to go with something along the  
22 lines of a vibratory drill if it's a much harder  
23 and more significant rock that they're  
24 encountering.

25 MR. SILVESTRI: Thank you. Thank you,

1 Mr. Perrone.

2 MR. PERRONE: So the method you would  
3 use wouldn't be so much a function of the soil  
4 type, it would just be more about encountering  
5 rock; is that correct?

6 THE WITNESS (Cartaya): That's correct.

7 MR. PERRONE: Also on page 3-7 of the  
8 petition, modules and racking, second paragraph,  
9 The modules and racking system are designed to  
10 meet local design and building code wind speed  
11 standards and accommodate max snow load in  
12 Connecticut. My question is, does this include  
13 compliance with the state building code for wind  
14 and snow loading as applicable?

15 THE WITNESS (Huntley): Yes.

16 MR. PERRONE: And also on this page  
17 3-7, the very last paragraph, The inverters and  
18 transformers are premanufactured, skid mounted,  
19 and will be located on gravel pads. My question  
20 is, why were gravel pads chosen in lieu of  
21 concrete pads?

22 THE WITNESS (Cartaya): Just a moment,  
23 please.

24 (Witnesses conferred off the record.)

25 THE WITNESS (Huntley): The inverter

1 skids that are being used on this project don't  
2 require installation on a concrete pad.

3 MR. PERRONE: Okay.

4 THE WITNESS (Huntley): They're  
5 premanufactured skid units. They can be located  
6 on gravel. That's why gravel was chosen.

7 MR. PERRONE: So the inverters and  
8 transformers can be set on gravel?

9 THE WITNESS (Huntley): That's correct.

10 MR. PERRONE: Turning back to the  
11 findings of fact document, number 87, in the July  
12 2017 letter to the Council the Department of  
13 Agriculture had suggested a cluster development  
14 with rooftop solar on a portion of the property  
15 with remaining farmland, forestland and wetlands  
16 protected with a conservation easement that was  
17 offered as an alternative. And my question is, is  
18 that feasible as an alternative?

19 THE WITNESS (Lee): No.

20 MR. PERRONE: Could any agricultural  
21 elements such as sheep, pollinator habitat or  
22 crops be incorporated into the project?

23 THE WITNESS (Nickerson): It could be  
24 considered.

25 MR. PERRONE: Did Quinebaug discuss its

1 soil mitigation plan and decommissioning plan with  
2 the landowners?

3 THE WITNESS (Lee): Yes.

4 MR. PERRONE: Next, I'd like to get  
5 into the solar panel wattage. I understand from  
6 the response to Interrogatory 4, the DC megawatts  
7 is 73.44, and given the quantity of panels,  
8 179,128. Working backwards, I ended up with about  
9 410 watts per panel, but Exhibit F shows a range  
10 of 390 to 415. Which wattage have you selected,  
11 if any, yet?

12 THE WITNESS (Cartaya): I'll answer  
13 that. And that is, we have our procurement plan  
14 with NextEra. Obviously, with the technology and  
15 solar panels changing just about as quickly as  
16 cell phones, we do have a curve of what we  
17 anticipate the wattage to be. Our plan is 410 --  
18 415, excuse me, correction, but we do believe that  
19 we should have those wattage of modules by the  
20 time we are ready to procure for this project.

21 MR. SILVESTRI: Did I hear 415 or 410?  
22 I'm not sure which one you said.

23 THE WITNESS (Cartaya): I'm going to  
24 state 410 for the record.

25 MR. SILVESTRI: Thank you.

1           MR. PERRONE: In the spec sheet for the  
2 panels -- and I understand it was 390 to 415, and  
3 410 is on there -- but for each panel, including  
4 the 410, there's two ratings, there's an STC and  
5 there's an NOCT, two different watts per square  
6 meter. Which one would be more applicable?

7           THE WITNESS (Cartaya): Just a moment  
8 to confirm with the team.

9           (Witnesses conferred off the record.)

10          THE WITNESS (Lee): Are you referring  
11 to Exhibit F?

12          MR. PERRONE: Yes, absolutely, back  
13 page.

14          THE WITNESS (Lee): Give me a second.

15          (Witnesses conferred off the record.)

16          THE WITNESS (Lee): We'll have to look  
17 into that and get back to you.

18          MR. PERRONE: Okay.

19          MR. SILVESTRI: Just before Mr. Perrone  
20 moves on, I did want to go back to the number of  
21 panels we mentioned, this 179,128 and the 410 watt  
22 rating on them. That math comes out, again, to  
23 73.44 megawatts DC. The original proposal was at  
24 65. How does that affect the AC rating on the  
25 project? And it seems like you're getting a

1 bigger bang for the buck. I don't know if that  
2 would be a true statement or not.

3 THE WITNESS (Lee): So the AC nameplate  
4 at POI remains 49.36. As for the bigger bang,  
5 more equipment also equates to higher capex, so  
6 it's not a linear equation. We'd have to optimize  
7 it.

8 MR. SILVESTRI: So the AC stays the  
9 same?

10 THE WITNESS (Lee): That's correct,  
11 49.36.

12 MR. SILVESTRI: So is there more of a  
13 loss between the two? Before you had 65 to 49.  
14 Now you have 73 to 49. To me it almost seems like  
15 you have more of a loss going on either with your  
16 inverters, transformers or something else.

17 THE WITNESS (Cartaya): So to answer  
18 your question, the extra DC is feeding the  
19 inverters. The inverters are always going to  
20 maintain the AC feed for our point of  
21 interconnect. The extra DC helps, especially in  
22 Connecticut where we are able to capture more sun  
23 throughout the day which is to optimize, as Hagen  
24 had mentioned, the plant's operation during peak  
25 sun, also in the early morning and late afternoon.

1 So more DC in the ground means we are able to feed  
2 that point of interconnect AC threshold for a  
3 better time -- a bigger band of time.

4 MR. SILVESTRI: I'm going to have more  
5 questions on the panels themselves, but I don't  
6 want to take away from Mr. Perrone's questions.  
7 So I'm going to hold mine until sometime later.  
8 Thank you.

9 MR. PERRONE: I have one last question  
10 on that topic. So your DC megawatts has gone up,  
11 your AC megawatts have gone down very slightly.  
12 But getting back to your point, by having the  
13 extra DC megawatts, does that help your capacity  
14 factor?

15 THE WITNESS (Cartaya): Yes.

16 MR. PERRONE: One last question on the  
17 megawatt topic. Under Tab C, the RBI Solar pole  
18 test report, just in the header it said 80  
19 megawatt DC. Was that intended to be a rough  
20 number?

21 THE WITNESS (Huntley): That's correct.  
22 That is not terribly relevant. It was just a  
23 number that was thrown out as they were doing some  
24 of their analysis.

25 MR. PERRONE: Now I'd like to move on



1 to the cost topic. Finding of Fact 117 had the  
2 original cost at about \$50 million, and that was  
3 taking into account both Quinebaug's equipment and  
4 Eversource's equipment. In light of the Council's  
5 denial of the motion for protective order for  
6 Council Interrogatory 35, what is the total  
7 estimated cost for the revised project?

8 THE WITNESS (Lee): So the latest  
9 estimate of the total project cost is around \$96  
10 million. And because in our project economics we  
11 include an extra 10 year merchant period, not all  
12 of that cost would be borne by the ratepayers.

13 MR. LYNCH: Just as a point of  
14 clarification, does that number include the 13  
15 million to Eversource for their project?

16 THE WITNESS (Lee): I believe it's  
17 slightly more than 13 million, but yes.

18 MR. LYNCH: Well, that's what they had  
19 in their interrogatory. Thank you.

20 THE WITNESS (Lee): Yes.

21 MR. SILVESTRI: Mr. Perrone.

22 MR. PERRONE: So that is Quinebaug plus  
23 Eversource in that number?

24 THE WITNESS (Lee): Yes.

25 MR. PERRONE: Could you generally

1 explain the increase because now we're roughly  
2 double?

3 THE WITNESS (Lee): Can you give us one  
4 minute, please?

5 MR. PERRONE: Sure.

6 (Witnesses conferred off the record.)

7 THE WITNESS (Lee): The project is  
8 further along in its system impact study compared  
9 to its initial cost estimate, so there was  
10 additional cost there. In order to add a  
11 significant amount of additional protection in  
12 buffer areas, we continue to add land, and that's  
13 adding cost. Additional study areas and study  
14 years have added cost to this project as well.

15 MR. PERRONE: Okay.

16 MR. SILVESTRI: Mr. Morissette had a  
17 follow-up, I believe.

18 MR. MORISSETTE: Thank you. You stated  
19 that in the 96 million was an additional ten years  
20 beyond the 20 year PPA. The costs associated with  
21 that additional ten years, is there capacity  
22 additions or replacement of panels associated with  
23 that cost?

24 THE WITNESS (Lee): So the additional  
25 10 year merchant period would help pay for the

1 upfront capital investment cost of this project.  
2 And currently we assume no additional augmentation  
3 cost to operate that extra 10 years.

4 MR. MORISSETTE: Thank you.

5 MR. SILVESTRI: Thank you, Mr.  
6 Morissette.

7 Mr. Perrone, please continue.

8 MR. PERRONE: Thank you. I'd like to  
9 move on to the historic archeological topic. We  
10 have a January 9, 2020 letter from the State  
11 Historic Preservation Office. SHPO had several  
12 recommendations in that letter such as buffers,  
13 map and field markings and tree removal  
14 restrictions, and noted that if all of the  
15 recommendations can be taken into consideration,  
16 SHPO was of the opinion that the project will have  
17 no adverse effect on historic properties. Please  
18 explain how the petitioner has taken into account  
19 SHPO's recommendations.

20 THE WITNESS (Huntley): Could I have  
21 one second, please?

22 MR. PERRONE: Sure.

23 THE WITNESS (Huntley): We have  
24 reviewed the documentation from SHPO. We are in  
25 the process of going through the detailed analysis

1 to determine what the actual impacts are for each  
2 one of the recommendations that they've made.  
3 It's our intention that we are going to move  
4 towards implementing those recommendations they've  
5 made to satisfy their requirements.

6 MR. LYNCH: Mr. Chairman?

7 MR. SILVESTRI: Mr. Lynch.

8 MR. LYNCH: Excuse me, I'm losing my  
9 voice. I noticed that in the application and in  
10 the interrogatories, as well as the SHPO  
11 documents, there was very little reference to  
12 Native American surveys or archeological  
13 decisions. Is that something -- you mentioned it  
14 very slightly in here. Have you done that, or are  
15 you going to do that with the Native Americans,  
16 the Narragansetts or the Pequots or --

17 THE WITNESS (Gravel): Are you  
18 referring to the actual surveys or involving the  
19 tribes?

20 MR. LYNCH: Well, more involving,  
21 you're correct.

22 THE WITNESS (Gravel): We are reaching  
23 out to tribes. As of now, we don't have any  
24 substantial or subsequent information from them or  
25 questions, but we will continue to work with

1 tribes to have them understand the project and  
2 what artifacts that may have been found on the  
3 site. As for the surveys, yes, we have done  
4 archeological survey work which would include both  
5 historical as well as Native American findings.

6 MR. LYNCH: So let me see if I -- are  
7 you contacting the tribes or working with the  
8 tribes? And because I know they are very active  
9 in this area is the reason I asked the question.

10 THE WITNESS (Gravel): Correct. They  
11 are active in the area. And we have reached out  
12 to the tribes, and we will continue to correspond  
13 with the tribes.

14 MR. LYNCH: Thank you.

15 MR. SILVESTRI: Mr. Hannon.

16 MR. HANNON: Thank you. Basically the  
17 last page of the document dealing with SHPO, it  
18 talks about there were five cultural resource loci  
19 identified. Two of them, it sounds like, there  
20 will be no proposed activity as the plans  
21 currently stand within those areas, but there are  
22 three areas where it talks about additional  
23 archeological testing should be undertaken prior  
24 to construction. Can you give just a quick  
25 overview of what that testing would be and how

1 that phases in with the development of the site?

2 This is on the April 22, 2019 letter from DECD.

3 THE WITNESS (Gravel): So you're  
4 referring to the SHPO concurrence letter from  
5 previously in 2019?

6 MR. HANNON: April 22, 2019.

7 THE WITNESS (Gravel): Yeah, I have to  
8 pull that document up. But I believe as part of  
9 that process and consultation with SHPO,  
10 identified what we have for findings at that time,  
11 recommended more testing. We did the additional  
12 testing. That's been submitted to SHPO, and we  
13 have this January 2020 concurrence based on  
14 additional field work.

15 MR. HANNON: So does that mean the  
16 testing has been done, or the proposed methods in  
17 doing the testing have been approved by SHPO?

18 THE WITNESS (Gravel): So the testing  
19 has been done.

20 MR. HANNON: Okay.

21 THE WITNESS (Gravel): And the location  
22 of our project there provided kind of a guideline  
23 as to how they identify the project having no  
24 adverse impact.

25 MR. HANNON: And what was the date of

1 that letter?

2 THE WITNESS (Gravel): It was January  
3 9, 2020.

4 MR. HANNON: Thank you.

5 MR. SILVESTRI: Thank you, Mr. Hannon.  
6 Mr. Perrone.

7 MR. PERRONE: Lastly, I have just some  
8 environmental questions. On Finding of Fact 176  
9 from the original project, construction was not  
10 expected to impact private wells. As far as this  
11 revised project, would it impact private wells;  
12 and if so, how?

13 THE WITNESS (Huntley): The finding of  
14 fact has not changed. We do not anticipate any  
15 impact to private wells.

16 MR. PERRONE: How are the BMPs for the  
17 eight vernal pools consistent with the US Army  
18 Corps of Engineers New England District vernal  
19 pool BMPs, dated January 2015?

20 THE WITNESS (Nickerson): The vernal  
21 pool BMPs are consistent with the 2015 guidelines.  
22 We have included a 100 foot buffer around all  
23 vernal pools, and a directional buffer around more  
24 productive pools, including the herpetofauna  
25 protection area that we visited on the site walk

1 today.

2 MR. PERRONE: So with those features,  
3 it would be consistent with the Army Corps BMPs?

4 THE WITNESS (Nickerson): Correct.

5 MR. PERRONE: Okay, great. Dr. Ryan,  
6 referencing page 2 of the eastern spadefoot toad  
7 survey, it's noted past recorded data in Eastern  
8 Connecticut has shown that the eastern spadefoot  
9 occurrences coincided well with hinckley soils.  
10 In our petition we have a map of the soils, Figure  
11 8, but I see three different types of hinckley  
12 soils based on slopes.

13 And my question is, for the purposes of  
14 the eastern spadefoot, do the slopes matter, do  
15 they affect the chances of the eastern spadefoot  
16 occurring?

17 THE WITNESS (Ryan): I don't know that  
18 there's a large enough dataset to determine that,  
19 so we treat all hinckley soil as potential  
20 spadefoot regardless of slope.

21 MR. PERRONE: The spadefoot toad study  
22 referenced three potential breeding pools, A, B  
23 and C. Are all three potential breeding pools  
24 being disturbed by the project construction  
25 including the project laydown areas?



1           THE WITNESS (Ryan): May I have one  
2 moment?

3           MR. PERRONE: Sure.

4           (Witnesses conferred off the record.)

5           THE WITNESS (Ryan): We've been working  
6 back and and forth with Connecticut DEEP on that  
7 issue, and are working to conserve pool C, which  
8 is what we viewed in the field today.

9           MR. PERRONE: Moving on to Tab L, which  
10 is the greenhouse gas assessment, I understand  
11 Quinebaug compares the solar facility to a  
12 simple-cycle natural gas facility for emissions  
13 comparison purposes. Obviously, there's a few  
14 different types of natural gas power plants. Why  
15 was simple-cycle natural gas used in the  
16 comparison?

17           THE WITNESS (Nickerson): We don't know  
18 the answer to that. We can get back to you.

19           MR. PERRONE: Okay. That's fine.

20                   Lastly, getting into plantings, what  
21 seed mix is planned for under the arrays?

22           THE WITNESS (Huntley): In general,  
23 we're proposing a native seed mix for grasses to  
24 be underneath the array.

25           MR. PERRONE: Could the petitioner

1 utilize pollinator-friendly species either under  
2 the arrays or in other areas of the project?

3 THE WITNESS (Huntley): It's something  
4 that we could consider, yes.

5 MR. PERRONE: Is it more feasible  
6 around the panels? My concern is would the  
7 shading be an issue if you put pollinator species  
8 under the panels?

9 THE WITNESS (Huntley): The goal, or,  
10 I'm sorry, the primary goal of the vegetation is  
11 for erosion control and site management. So I  
12 think from that perspective our goal is to utilize  
13 seed mixes that would be robust and would give a  
14 good root structure. From, you know, where,  
15 whether it's in the shade under the panels or  
16 between the rows that would be better for  
17 potential pollinator habitat, I'm not sure that we  
18 know the answer to that. It would require  
19 additional research.

20 MR. PERRONE: I'm all set. Thank you  
21 very much.

22 MR. SILVESTRI: Thank you, Mr. Perrone.  
23 We'll continue with Mr. Levesque.

24 MR. LEVESQUE: My question is for  
25 Mr. Lee. On your decommissioning plan, which is,

1 for everybody it's Tab K, are you there? It's  
2 Section 3, project decommissioning plan, and on  
3 the next page it says remove concrete foundations,  
4 if required. Are you willing to change that to  
5 just remove all concrete foundations? When you  
6 say further in your plan you expect that the site  
7 will be returned to its existing condition except  
8 for the mention of, you know, roads if the  
9 landowner wants it, but it seems that the  
10 submissions, to say it was a temporary imposition  
11 on farmland, then you should be removing all the  
12 concrete.

13 THE WITNESS (Huntley): As we noted  
14 earlier in our response to a question, on this  
15 site the proposal for the equipment pads is for  
16 the equipment to be located on gravel. So in  
17 general where we would anticipate concrete being  
18 used, if at all, would be potentially for some  
19 grouting, if we run into refusal, when we're  
20 installing the posts, and a majority of that would  
21 likely be in an area that's already either a rock  
22 or potentially bedrock or another type of  
23 obstruction. So I think the "if required" was  
24 intended to be kind of a leftover that if we do  
25 need to use this concrete or this grouting in any

1 of the placement of the posts, it would be in an  
2 area that was previously already either rock or,  
3 you know, refusal, so removing it wouldn't  
4 necessarily change the result of providing this or  
5 returning it back to farmland.

6 MR. LEVESQUE: So where there's good  
7 soil, you could remove it easily?

8 THE WITNESS (Huntley): That's  
9 absolutely correct. In areas where we would be  
10 protecting the farmland soils, I think the  
11 intention certainly is that concrete certainly  
12 within a tillable range, even, would be removed,  
13 yes.

14 MR. LEVESQUE: So you can just detail  
15 that in your D&M plan.

16 THE WITNESS (Huntley): We could  
17 certainly modify the plan to indicate that, you  
18 know, concrete within tillable farm soils would be  
19 removed as part of the decommissioning plan.

20 MR. LEVESQUE: Okay. And then I think,  
21 looking at the plans, it shows the soccer fields  
22 and its supporting parking lots would be used for  
23 panels?

24 THE WITNESS (Huntley): That's correct.

25 MR. LEVESQUE: Is there any plans for a

1 replacement location of those fields or parking  
2 with structures on top of the parking for solar  
3 panels?

4 THE WITNESS (Lee): We've had a number  
5 of discussions with the town and the landowner to  
6 relocate the soccer field. I do not think the  
7 newly proposed field shows on the map, but we know  
8 where it's going, and it makes the town happy and  
9 the landowner happy.

10 MR. LEVESQUE: Near a road it would be  
11 even better for the public. Okay, so you'll talk  
12 about that at a later date?

13 THE WITNESS (Lee): It's going onto a  
14 parcel we call Pinedale parcel. It's close to the  
15 river, easily accessible.

16 THE WITNESS (Gravel): It's located off  
17 Wauregan Road as well, so it will be a more  
18 convenient location, I think, for access.

19 MR. LEVESQUE: Thank you very much.  
20 That's it.

21 MR. SILVESTRI: Just before we move on,  
22 while Mr. Levesque was on the topic of  
23 decommissioning, I had a question for you. What  
24 happens to the collector substation in  
25 decommissioning?

1           THE WITNESS (Lee): In order to give  
2 you the most accurate response, we'll have to get  
3 back to you on that. Thanks.

4           MR. SILVESTRI: Thank you. Mr. Harder.

5           MR. HARDER: Thank you. I guess this  
6 is probably for Mr. Lee. The project is proposed  
7 to generate a little less than 50 megawatts of  
8 power, correct? Oh, I'm sorry.

9           The project will be generating  
10 approximately 50 megawatts, slightly less than  
11 that, of power. So you have contracts, or at  
12 least a contract, or perhaps contracts, to provide  
13 that power. If either as a result of our  
14 requirements or your own decisions, the project  
15 has changed such that that power is reduced. How  
16 much leeway do you have before you run into  
17 problems with those contracts? How much further  
18 could it be reduced?

19           THE WITNESS (Lee): So the power  
20 purchase agreements are in the form of a state  
21 form that was attached to the RFP. Very little  
22 was amended. It has very strict requirements of  
23 us to produce a certain amount of power. It does  
24 have a little bit of flexibility. I'll have to go  
25 back and read how much exactly it allows us to

1 deviate from that nameplate.

2 MR. HARDER: I appreciate that. And if  
3 you can get back to us. Can you give us any sense  
4 now for -- I mean, are you talking single  
5 percentages or --

6 MR. BOGAN: If you know.

7 THE WITNESS (Lee): We have, you know,  
8 several oftakers. I'll have to check the PPAs  
9 and get back to you on that.

10 MR. SILVESTRI: I think you can get  
11 back to us on that.

12 MR. HARDER: Okay. Thank you. The  
13 petition indicates that, assuming the project is  
14 built, there will be a continuation of some sand  
15 and gravel operations on the site. Are those, the  
16 two larger open areas in the northwestern part of  
17 the site, is that where that activity would take  
18 place, or would it be somewhere else?

19 THE WITNESS (Lee): Ongoing excavation  
20 activities could potentially be on three sites,  
21 the what we call western pit and the central pit  
22 and the substation parcel.

23 MR. HARDER: Did you have discussions?  
24 I guess what I'm wondering is, I'm wondering about  
25 the feasibility or the possibility of using any of

1 those areas, especially those in the northwestern  
2 area for power production. One of the things that  
3 sticks out, obviously, you're going to be cutting  
4 down a fairly substantial number of acres of  
5 forest area, and I'm wondering what the  
6 feasibility is of using those, or at least part of  
7 those gravel mining areas. The people or the  
8 party or parties that would be doing that work,  
9 were they -- did they have, or do they presently  
10 have access to any of the land that you're  
11 proposing for panels? So I'm wondering, you know,  
12 have they agreed to essentially give up part of  
13 the area that they're using for gravel production,  
14 or are they not using any of that area at this  
15 point?

16 THE WITNESS (Lee): We have solar  
17 arrays planned within all three excavation areas  
18 to varying degrees.

19 MR. HARDER: Right, but there's still a  
20 fair amount of open area that's not proposed to be  
21 used for panels, so I'm wondering, you know, to  
22 offset some of the areas. You know, one of the  
23 concerns I have also is in the southern kind of  
24 southeastern area there's some fairly small areas,  
25 kind of fragmented areas, that require directional



1 drilling to access or to connect them. And I'm  
2 wondering, I mean, you know, it would be nice to  
3 trade off some of them for some open areas and  
4 gravel, you know, that are presently used for  
5 gravel mining. I'm sure there are reasons, and  
6 I'm just wondering what those reasons are, how  
7 significant they are, are they really road blocks,  
8 or are they reasons that are changeable?

9 THE WITNESS (Lee): So we've made  
10 extensive efforts and had extensive discussions  
11 with the landowners and the mineral right owners  
12 and the mining right owners to maximize using  
13 predisturbed land, and to this day we continue to  
14 have those discussions. They're not easy  
15 discussions because it also obviously impacts the  
16 landowners' economic situation as well as the  
17 mineral right owners and the mining right owners.

18 MR. SILVESTRI: Would it be correct to  
19 say that at this point you couldn't expand into  
20 those areas because you don't own that property?

21 THE WITNESS (Lee): Most of the gravel  
22 pits are included in exclusion areas that we  
23 couldn't develop, but that didn't stop me from  
24 asking the landowners to let us put panels there.  
25 So we made a lot of effort trying to maximize use

1 of predisturbed land.

2 MR. HARDER: It sounds like some  
3 discussions may continue, although they may be  
4 difficult discussions, you haven't hit an absolute  
5 dead end on that at this point.

6 THE WITNESS (Lee): So, for example, an  
7 outcome of those discussions that you can see in  
8 our latest filing, we are planning to put panels  
9 on the substation parcel, which is an active  
10 gravel pit, and that is currently in the exclusion  
11 area with our landowner, so that was a positive  
12 outcome.

13 MR. HARDER: Thank you. Could you  
14 characterize or briefly summarize the status of  
15 the discussions with the NDDB folks? We've seen  
16 some of the correspondence, and I gather that the  
17 ball is more or less in their court, but if you  
18 could summarize that?

19 THE WITNESS (Nickerson): Our project  
20 team had a meeting with NDDB in December, and we  
21 feel confident that we are coming close to an  
22 agreement with them in terms of protection of  
23 endangered species and all of the surveys and  
24 protections being offered at the site. We have  
25 already responded to two rounds of questions from

1    them over the summer and into the fall, so they're  
2    ongoing, and we will be submitting some revised  
3    plans to them shortly.

4           MR. HARDER:  Thank you.  DEEP has  
5    indicated that you would be required to submit an  
6    application for a stormwater general permit; is  
7    that correct?

8           THE WITNESS (Huntley):  That's correct,  
9    we would be submitting under the construction  
10   general permit, yes.

11          MR. HARDER:  That has not been  
12   submitted yet?

13          THE WITNESS (Huntley):  That is  
14   correct.

15          MR. HARDER:  When do you anticipate, do  
16   you have a rough time frame?

17          THE WITNESS (Huntley):  So one of the  
18   requirements of submitting under the construction  
19   general permit is that we need to have our NDDB  
20   concurrence in hand prior to being able to submit  
21   that document.  And as Ms. Nickerson indicated,  
22   we're in the process of trying to wrap up that  
23   process.  Our intention is that immediately on the  
24   heels of receipt of the NDDB concurrence, we would  
25   be submitting to DEEP for the stormwater.

1           MR. HARDER: Thank you. There appeared  
2 to be several locations where arrays, solar arrays  
3 are proposed to be installed in sedimentation  
4 basins. That raises the question about possible  
5 problems if those basins, or if access to those  
6 panels was difficult or a problem because of  
7 accumulated water. Do you not expect any standing  
8 water at all in those basin areas, or how do you  
9 approach that?

10           THE WITNESS (Huntley): Based on the  
11 design of those basins, we don't anticipate  
12 prolonged water in those basins, that's correct.  
13 During and after a storm event we would expect  
14 that those basins would function to detain  
15 stormwater in an attempt to mimic existing  
16 conditions from a runoff perspective on the site,  
17 and then dewater shortly after a storm.

18           MR. HARDER: I suppose you couldn't  
19 wait until after the storm. If there was some  
20 kind of a problem, would you still be able to  
21 access those panels?

22           THE WITNESS (Huntley): Can I have a  
23 second on that, please?

24           (Witnesses conferred off the record.)

25           THE WITNESS (Huntley): In general, if

1 there were an incident, a situation that needed to  
2 be addressed such as damage to a panel, that's  
3 something that could wait a number of days, if  
4 required, for maintenance to allow the area to  
5 dewater to have safe access to that area. An  
6 individual area could be shut down from a  
7 generation perspective to allow the day or two  
8 that would be required for that area to be dry  
9 prior to accessing it for any maintenance that's  
10 needed.

11 MR. HARDER: So if there was an  
12 emergency, you could shut that section off and  
13 deal with the emergency or just wait until the  
14 emergency passed?

15 THE WITNESS (Huntley): Correct.  
16 Individual areas within the project feeding to  
17 each inverter, the inverters could be shut down  
18 and isolated if there's an issue in those  
19 locations, and then those areas could be  
20 maintained or managed or replaced or repaired as  
21 necessary.

22 MR. HARDER: Okay. I had a question on  
23 panel cleaning. There was a mention in the O&M  
24 plan, and this becomes more of an issue, I guess,  
25 because you're going to be near, most likely near

1 some gravel mining operations and I assume some  
2 resulting dust. And I think you indicated in  
3 there that the panels will be cleaned basically  
4 with just water, but there was a mention that they  
5 be cleaned with water and a soft bristled broom.  
6 When I think of tens of thousands of panels  
7 scattered around, it seems like that would be a  
8 difficult undertaking to clean panels with a soft  
9 bristled broom, all those panels. Is that going  
10 to be more of a problem than cleaning with a soft  
11 bristled broom would accomplish, or is that not an  
12 issue?

13 THE WITNESS (Cartaya): Our analytics  
14 team, first off, I'd like to address, takes  
15 soiling into the production of the plant overall.  
16 Cleaning of modules would only be necessary if we  
17 noticed and saw a drop in production. So it would  
18 be isolated, potentially, and we would see this at  
19 inverter levels, so potential blocks, and then  
20 we'd have a technician look and inspect. It  
21 wouldn't be a problem to clean it with water and a  
22 brush, a soft bristle brush. The overall plant is  
23 probably not going to have to be cleaned almost  
24 ever, taking into account even the active mining  
25 happening in the area. That was all considered.

1           MR. HARDER: Do you have systems in  
2 place near similar activities, whether they're  
3 gravel mining or some kind of activity that  
4 generates a fair amount of dust, is your comment  
5 based on experience, I guess?

6           THE WITNESS (Cartaya): Yes. And  
7 NextEra operates several projects across the  
8 country, namely to address what you're thinking,  
9 projects in the desert where we have dust storms  
10 and they collect on the modules. All those are  
11 taken into consideration for production and have a  
12 very small impact on the overall production of the  
13 plant over time.

14          MR. HARDER: Thank you. I have a  
15 question on wetland buffers you mentioned a couple  
16 of times and the petition mentions it. Buffers,  
17 you're generally going to adhere to at least 100  
18 foot buffer except in certain areas. And from  
19 what I could tell, it appears that there's some  
20 inconsistencies. And I'm not sure if I'm  
21 misreading something. In some areas it says that  
22 the buffer will only be less than 100 feet for a  
23 few reasons, and I think in at least one location  
24 it says not less than 50, but then there's --  
25 well, let me see here. For example, page 6-16

1 says wetland buffers will be less than 100 for two  
2 reasons, in the case of low quality wetlands or  
3 areas already impacted. But then I believe it's  
4 page 1-2 says the only reason is minor deviations  
5 proposed for previously impacted resource areas.

6 In Tab D, Appendix A, there's a table,  
7 I believe it's Table 3, that shows several  
8 examples of setbacks less than 50 feet, some as  
9 low as 10 feet. Some of the explanations are  
10 there's already existing roads there and that kind  
11 of thing. But am I misreading something, or are  
12 there actual separating distances that are  
13 actually as low as 10 feet?

14 THE WITNESS (Nickerson): Any distances  
15 that are less than 50 feet are in areas where  
16 there is an existing road immediately adjacent to  
17 a wetland resource. Does that answer your  
18 question?

19 MR. HARDER: Well, I guess. So there  
20 are errors then. I mean, that's fine if there are  
21 errors, I'm not saying that's a big problem. But  
22 I just want to make sure that those parts of the  
23 petition that indicate that the separating  
24 distances aren't going to be less than 50 feet are  
25 incorrect.



1           THE WITNESS (Nickerson): The intention  
2 with the 50 foot buffer is to areas that will be  
3 developed for the project and not areas that are  
4 already developed.

5           MR. HARDER: Okay. I think it would be  
6 helpful if you clarified that, perhaps, in  
7 writing.

8           THE WITNESS (Nickerson): Sure.

9           MR. HARDER: One follow-up question on  
10 that. Where the reason is there's an existing  
11 road that's already fairly close or at least less  
12 than 50 feet to a wetland, did you consider, even  
13 though that is the case, did you consider -- and  
14 you're going to continue using that road -- did  
15 you consider relocating the road or putting the  
16 road for your purposes in a different area if the  
17 wetland is one that would benefit from that kind  
18 of move?

19           THE WITNESS (Nickerson): That would be  
20 difficult and likely create more of an impact. In  
21 most cases oftentimes the road is between two  
22 existing resources, and so moving it wouldn't  
23 really change in terms of impact.

24           MR. HARDER: Okay. That's what I  
25 wasn't sure if it was even feasible to do that.

1           THE WITNESS (Nickerson): Leaving the  
2 roads as-is is generally less of an impact than  
3 moving them.

4           MR. HARDER: Okay. Thank you.

5           THE WITNESS (Gravel): If I may try to  
6 describe the buffers a little bit, and maybe this  
7 can -- and if I fail to answer your question, we  
8 can provide it in writing. But the 50 foot buffer  
9 for those wetlands that are of lower quality,  
10 those are particular to the solar array facility.  
11 And as you were pointing out, roads are the only  
12 locations where we have less than 50 feet. So  
13 kind of using the existing impacts that already  
14 exist there, those are the only locations. So the  
15 only work to be done on those roads are kind of  
16 what Brian mentioned which is just adding some  
17 gravel, if needed, but no real impact to the road.  
18 No changes to the road are proposed.

19           So that's really -- maybe it was kind  
20 of confusing on how we wrote it in two different  
21 sections, but that's really the difference there  
22 is just 50 feet is for those previously impacted  
23 wetlands or where the buffers aren't forested,  
24 that's where we have 50 feet. And also those are  
25 based on functions and value assessment that we

1 kind of did where we looked at all the wetlands,  
2 looked at their values, if it's ecological,  
3 wildlife, if it has higher value for those types  
4 of resources, we kind of did that analysis and  
5 figured out our buffers based on that type of  
6 information.

7 Does that clarify your question?

8 MR. HARDER: It does. Yeah, it does.  
9 Thank you. Just one last question back on the  
10 issue of cutting forested areas and that kind of  
11 thing. I did want to ask how many acres of  
12 forested area does the proposal involve cutting?

13 THE WITNESS (Nickerson): I think it's  
14 somewhere in the range of 70 acres.

15 MR. HARDER: Okay. And the total now  
16 is around 220 or so, right?

17 THE WITNESS (Nickerson): The  
18 development footprint?

19 MR. HARDER: Right.

20 THE WITNESS (Nickerson): Correct, yes.

21 MR. HARDER: Thank you. That's all I  
22 have. Thank you.

23 MR. SILVESTRI: Thank you, Mr. Harder.

24 I have two quick follow-ups on what Mr.  
25 Harder was asking. And Mr. Huntley, I want to ask

1 you first. When he was talking about the panels  
2 that are in the basins, what do you do about  
3 cleaning out sedimentation in the basins?

4 THE WITNESS (Huntley): The  
5 construction of the basins that we're proposing  
6 are long-term basins where what we've actually  
7 done is we've included berms to be built as  
8 opposed to excavations for basins. So we would be  
9 locating these in areas where we would, by the  
10 time stormwater is flowing to them, the site would  
11 be essentially stable. So we don't anticipate a  
12 significant amount of sediment removal to begin  
13 with. As a follow-up question, or as a follow-up  
14 response to it, the aisle width in those areas  
15 would allow for access for small machines, mini  
16 excavators, as well as, you know, hand work to be  
17 able to get into any of those to do any  
18 maintenance that's necessary.

19 MR. SILVESTRI: Thank you. And the  
20 other follow-up I had goes back to the cleaning of  
21 panels. Is pollen taken into account when you do  
22 your analyses as far as gains and losses?

23 THE WITNESS (Lee): I believe our  
24 analytics team takes into consideration snow,  
25 pollen and soiling from dirt particles.

1           MR. SILVESTRI: I asked about the  
2 pollen because mine do get a lot of pollen on them  
3 during the springtime. So thank you.

4           I'm going to go with Mr. Edelson next.

5           MR. EDELSON: Thank you, Mr. Silvestri.

6           So my first question is, just curious,  
7 for NextEra. What's your largest solar project in  
8 New England in terms of AC megawatts?

9           THE WITNESS (Gravel): Is that built or  
10 contracted?

11          MR. EDELSON: Yeah, built.

12          THE WITNESS (Gravel): That's the  
13 Coolidge Solar Plant in Ludlow, Vermont.

14          MR. EDELSON: And the size of that is?

15          THE WITNESS (Gravel): 20 megawatts,  
16 19.6.

17          THE WITNESS (Lee): But we have a  
18 contracted facility in Maine for 77 megawatts in  
19 its late stage.

20          MR. EDELSON: I understand. I was  
21 looking at your experience in doing something of  
22 this size.

23          THE WITNESS (Gravel): And if I may  
24 add, we're currently constructing a 50 megawatt  
25 project in Sanford, Maine.

1 MR. EDELSON: Sanford, Maine?

2 THE WITNESS (Gravel): Sanford, Maine.

3 MR. EDELSON: Okay. Very good. The  
4 Department of Agriculture indicated there was  
5 significant carbon storage available from  
6 agricultural lands, and the appendix that dealt  
7 with that, the greenhouse gases, the line items  
8 associated with agriculture came to about 2  
9 percent of the total amount of carbon sequestered  
10 or carbon in the analysis.

11 Are you talking about the same thing  
12 that the Department of Agriculture is talking  
13 about as far as the use of agricultural lands in  
14 terms of looking at carbon or greenhouse gases?  
15 Is that what they're talking about when they say  
16 "significant carbon storage," or you haven't  
17 talked to them and you're not sure?

18 THE WITNESS (Nickerson): Excuse me.

19 MR. EDELSON: If you'd like to look  
20 into that and ask the department --

21 THE WITNESS (Nickerson): I would have  
22 to go back and look at the numbers.

23 MR. EDELSON: I'd like to just make  
24 sure we're all talking about the same thing  
25 because they made that pitch about significance.

1           THE WITNESS (Nickerson): Absolutely,  
2 yeah.

3           MR. EDELSON: Let me just go back to an  
4 important topic of the maintenance. And you used  
5 this term of "sweeps," which I understand, or at  
6 least in a mind was someone physically walking the  
7 perimeter to look at wildlife and wildlife  
8 impacts. So can you describe a little bit -- this  
9 was, I think, in Section 617 -- what is meant by a  
10 sweep? What happens? Who is responsible for  
11 doing it? How often is a sweep done, and what's  
12 done with that information from the quote/unquote  
13 sweep?

14           THE WITNESS (Gravel): May I have just  
15 a moment?

16           (Witnesses conferred off the record.)

17           THE WITNESS (Gravel): Just to clarify,  
18 I believe you're referring to construction. And  
19 the monitoring and sweeps will be during  
20 construction, not operation.

21           MR. EDELSON: I thought it was under  
22 operation. I will double check.

23           THE WITNESS (Gravel): So during  
24 construction there will be perimeter erosion  
25 controls set up which will also --

1           MR. EDELSON: This is more about  
2 wildlife management.

3           THE WITNESS (Gravel): Yes.

4           MR. EDELSON: Only during construction  
5 you're going to be doing the sweep?

6           THE WITNESS (Ryan): The fence is  
7 referenced, silt fence, for during construction.  
8 It is removed once construction is done,  
9 therefore, no need for sweeping the fence to move  
10 any wildlife that may be found along it or to  
11 sanitize any cordoned off areas of wildlife prior  
12 to construction.

13          MR. EDELSON: All right. So how often  
14 is a sweep done?

15          THE WITNESS (Ryan): I would have to  
16 reference the plan, but I believe it's at least  
17 three days of sweeps when an area is cordoned off  
18 to make sure you get out any wildlife that you  
19 can, and then daily after that to look for  
20 wildlife along the fences.

21          MR. EDELSON: And who is going to be  
22 the quote/unquote sweeper, who's responsible --

23          THE WITNESS (Nickerson): There would  
24 likely be a designee from the contractor.

25          MR. EDELSON: I think DEEP indicated



1 there had to be certain qualifications. Are you  
2 committed to those qualifications for doing the  
3 sweeping?

4 THE WITNESS (Nickerson): Yes, that  
5 would be an environmental monitor would be  
6 designated to be doing that, and the project has  
7 committed to that.

8 MR. EDELSON: Okay. So in terms of  
9 remote monitoring, here I think we're talking  
10 about after there is construction. There were two  
11 organizations that were noted with acronyms, ROCC  
12 and FPDC. Are those affiliates or organizations  
13 under the NextEra umbrella, or are those third  
14 parties?

15 THE WITNESS (Lee): Yes, they are  
16 NextEra teams.

17 MR. EDELSON: Can you explain the  
18 relationship between NextEra and ROCC and FPDC?

19 THE WITNESS (Lee): Yes, we're  
20 referring to NextEra's Renewable Operations and  
21 Control Center.

22 MR. EDELSON: So it's just a department  
23 within NextEra, okay. Do they have an office here  
24 in New England? Where are they located?

25 THE WITNESS (Lee): They're in Florida,

1 and that team monitors hundreds of sites remotely  
2 24/7.

3 MR. EDELSON: So if they identify a  
4 problem remotely, what happens then?

5 THE WITNESS (Lee): Depending on the  
6 severity or necessity, they send out a person to  
7 check out the issue.

8 MR. EDELSON: And where does that  
9 person come from? I'm looking at sort of  
10 immediacy, is this person going to be --

11 THE WITNESS (Cartaya): If I could add  
12 to that, Hagen? We will also have O&M locally  
13 with full-time employees from NextEra here as well  
14 in the area, so they would be deployed.

15 MR. EDELSON: Okay. And when you say  
16 "here in the area," is that New England,  
17 Connecticut?

18 THE WITNESS (Cartaya): It will be  
19 regional, most likely, to handle several projects  
20 in the region. They'll be within a certain range.

21 MR. EDELSON: Okay. I think -- did you  
22 want to add something?

23 MR. SILVESTRI: Yes. ROCC you  
24 mentioned was Remote Operations and Control  
25 Center. What's the other acronym?

1                   THE WITNESS (Lee):  FPDC stands for  
2  Fleet Performance Diagnostic Center.

3                   MR. SILVESTRI:  Thank you.

4                   THE WITNESS (Lee):  Also part of  
5  NextEra.

6                   MR. EDELSON:  Okay.  I think in the  
7  interest of time, I'm going to say that's all for  
8  now.

9                   MR. SILVESTRI:  Thank you, Mr. Edelson.

10                   In the interest of time, the Council  
11  will recess until 6:30 p.m., at which time we will  
12  commence the public comment session for this  
13  hearing.  Thank you.

14                   (Whereupon, the witnesses were excused,  
15  and the above proceedings were adjourned at 4:57  
16  p.m.)

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CERTIFICATE

I hereby certify that the foregoing 82 pages are a complete and accurate computer-aided transcription of my original stenotype notes taken of the Public Hearing in Re: PETITION NO. 1310A, QUINEBAUG SOLAR, LLC PETITION FOR A DECLARATORY RULING PURSUANT TO CONNECTICUT GENERAL STATUTES 4-176 AND SECTION 16-50k FOR THE PROPOSED CONSTRUCTION, MAINTENANCE AND OPERATION OF A 50 MEGAWATT AC SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITY ON APPROXIMATELY 561 ACRES COMPRISED OF 29 SEPARATE AND ABUTTING PRIVATELY-OWNED PARCELS LOCATED GENERALLY NORTH OF WAUREGAN ROAD IN CANTERBURY AND SOUTH OF RUKSTELA ROAD AND ALLEN HILL ROAD IN BROOKLYN, CONNECTICUT, which was held before ROBERT SILVESTRI, Presiding Officer, at the Brooklyn Community Center, 31 Tiffany Street, Brooklyn, Connecticut, on January 14, 2020.



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Lisa L. Warner, CSR 061  
Court Reporter  
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BRIAN HUNTLEY

KATELIN NICKERSON

KEVIN RYAN

JOSEPH CARTAYA

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II-B-I Motion to reopen 20

7

B. Prefiled testimony of Hagen

8

Lee, Katelin Nickerson and Dr. Kevin Ryan.

9

C. Quinebaug Solar, LLC petition

10

for a declaratory ruling.

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II-B-2 Petitioner's Phase IB Cultural 20

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Resources Report, Volume 1 (Exhibit Q),

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dated December 4, 2019.

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II-B-3 Protective order related to 20

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Cultural Resources Report (Exhibit Q),

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II-B-4 Petitioner's responses to Council 20

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II-B-5 Petitioner's map of project signage 20

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II-B-6 Correspondence from the SHPO, 20

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