

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Hancock Wind, LLC

)

Docket No. EC16-_____

**APPLICATION FOR AUTHORIZATION FOR
DISPOSITION OF JURISDICTIONAL FACILITIES AND
REQUEST FOR EXPEDITED ACTION**

I. INTRODUCTION

Pursuant to section 203(a)(1) of the Federal Power Act, as amended (FPA),¹ and Part 33 of the regulations of the Federal Energy Regulatory Commission (FERC or Commission),² Hancock Wind, LLC (Applicant) hereby requests authorization for the disposition of jurisdictional facilities that may result from a tax equity transaction (Transaction) that involves the sale of certain direct or indirect non-managing membership interests in Applicant, which is constructing and will own and operate a 51 MW wind farm in Hancock County, Maine (Facility), to US Bancorp, Inc. (USB) or an affiliate thereof and potentially one or more unidentified investors (Unidentified Investors and, together with USB, Investors).³ Following the Transaction, Investors will own all of the Class A non-managing membership interests in Applicant or in Hancock Wind Holdings, LLC (Hancock Wind Holdings), Applicant's direct upstream owner. The Class

¹ 16 U.S.C. § 824b (2012).

² 18 C.F.R. Part 33 (2016).

³ To the extent that any Investor is a "holding company" within the meaning of FPA section 203(a)(2), it is a holding company only with respect to exempt wholesale generators (EWGs), qualifying facilities (QFs), or foreign utility companies (FUCOs). Therefore, the Transaction qualifies for blanket authorization under section 203(a)(2) of the FPA. See 18 C.F.R. § 33.1(c)(8) (blanket authorization for a holding company that is a holding company solely by virtue of owning EWGs, QFs, or FUCOs to acquire additional securities of EWGs, QFs, or FUCOs). Applicant also believes that the Transaction qualifies for blanket authorization under 18 C.F.R. § 33.1(c)(2)(i) (blanket authorization for a holding company to acquire voting securities that do not convey sufficient veto rights over management actions so as to convey control).

A non-managing membership interests will provide Investors with only those limited veto and/or consent rights necessary for Investors to protect their economic interests in Applicant.⁴ All of the Class B managing membership interests in either Applicant or Hancock Wind Holdings will be indirectly owned by Terra Nova Renewable Partners, LLC (TNRP), which currently indirectly owns 100% of Applicant. TNRP is owned (99%) and controlled by Novatus Energy, LLC (Novatus Energy). Following the Transaction, Novatus Energy, through TNRP, will continue to have day-to-day control over Applicant and its jurisdictional activities.

As demonstrated herein, the Transaction will not have any adverse effect on competition, rates, or regulation and will not result in any cross-subsidization concerns.⁵ Accordingly, the Transaction is consistent with the public interest and should be authorized by the Commission pursuant to FPA section 203.

Subject to obtaining Commission authorization, the parties intend to consummate the Transaction in connection with commissioning of the Facility, which is scheduled to commence in late October 2016. Accordingly, Applicant respectfully requests an

⁴ Because the Transaction involves the transfer of passive membership interests that do not confer rights to control Applicant (as explained herein), authorization under FPA section 203(a)(1) may not be required for the Transaction. See FPA Section 203 Supplemental Policy Statement, 120 FERC ¶ 61,060, at P 54 (2007) (Supplemental Policy Statement). In the context of a proceeding under section 205 of the FPA, the Commission has found that the type of securities to be transferred pursuant to the Transaction are not voting securities. See AES Creative Resources, L.P., 129 FERC ¶ 61,239 (2009). Under the Commission's holding in AES Creative Resources, L.P., Investors will not be acquiring voting securities in Applicant and therefore will not be affiliates of Applicant for purposes of section 205 of the FPA. However, out of an abundance of caution and in the interest of obtaining prompt approval of the Transaction, Applicant nonetheless consents to the Commission's jurisdiction under FPA section 203(a)(1). See, e.g., Southern Co., et al., 92 FERC ¶ 62,260 (2000); National Elec. Assocs. Ltd. P'ship, 80 FERC ¶ 62,116, n. 2 (1997) (citing Ocean State Power, 47 FERC ¶ 61,321 (1989)) (Commission makes no jurisdictional determination but assumes jurisdiction in light of the need for expedited action).

⁵ See 18 C.F.R. § 2.26.

abbreviated 21-day comment period and expedited action on this Application. Applicant submits that expedited consideration of this Application is warranted under the Commission's regulations to the extent that the Application is not contested, because the Transaction does not involve a merger of any traditional utility with a franchised service territory or captive customers, is consistent with Commission precedent, and does not require an Appendix A analysis.⁶ Therefore, Applicant respectfully requests Commission action on this Application on or before October 21, 2016, to the extent possible, to permit the consummation of the Transaction and commissioning of the Facility to occur as scheduled.⁷

II. COMMUNICATIONS

Communications regarding this Application should be addressed to the following individuals:

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⁶ See 18 C.F.R. § 33.11(b).

⁷ See Transactions Subject to FPA Section 203, Order No. 669, 113 FERC ¶ 61,315, at P 194 (2005), order on reh'g, Order No. 669-A, 115 FERC ¶ 61,097, at P 155 (2006) (establishing a 21-day notice period for section 203 applications that do not require a detailed Appendix A competitive analysis and do not raise cross-subsidization concerns).

III. THE TRANSACTION

A. Parties to the Transaction

1. Applicant

Applicant is a Delaware limited liability company that is constructing and will own and operate the Facility, an approximately 51 MW (nameplate) wind-powered electric generation facility located in Hancock County, Maine. It is anticipated that the Facility will achieve commercial operation during the fourth quarter of 2016. The Facility will be interconnected to the transmission system owned by Emera Maine and operated by ISO New England, Inc. (ISO-NE).

Applicant is an EWG under the Public Utility Holding Company Act of 2005.⁸ The Commission has authorized Applicant to sell energy, capacity, and ancillary services at wholesale at market-based rates.⁹ The entire output of the Facility is fully committed under two long-term power purchase agreements (PPAs) for firm sales of energy and capacity. Specifically, Applicant has a PPA with Massachusetts Municipal Wholesale Electric Company for 37.5 MW for a 25-year term, and a PPA with the City of Burlington, Vermont (acting through Burlington Electric Department) for 13.5 MW for a 10-year term.¹⁰

⁸ Applicant filed a Notice of Self-Certification of Exempt Wholesale Generator Status in Docket No. EG16-122-000 on June 24, 2016. On September 9, 2016, the Commission issued a Notice of Effectiveness of Exempt Wholesale Generator Status for Applicant.

⁹ Hancock Wind, LLC, Docket No. ER16-2010-000 (Aug. 2, 2016) (unpublished letter order).

¹⁰ The expiration date of Applicant's PPAs will be determined by the date on which the Facility achieves commercial operation, as noted in the Applicant's petition for order accepting market-based rate tariff for filing and granting waivers and blanket approvals filed June 24, 2016 in Docket No. ER16-2010-000.

2. Relevant Affiliates of Applicant

Applicant currently is a wholly-owned direct subsidiary of Hancock Wind Holdings, which in turn is a wholly-owned direct subsidiary of Hancock Wind Portfolio, LLC. Hancock Wind Portfolio, LLC is a wholly-owned direct subsidiary of Hancock Renewables, LLC, which in turn is a wholly-owned direct subsidiary of TNRP. TNRP is owned 99% by Novatus Energy,¹¹ which in turn is a wholly-owned direct subsidiary of Novatus Energy Holdings, LLC. Novatus Energy Holdings, LLC is wholly and directly owned by IIF US Holding 2 LP (IIF US Holding 2), an infrastructure investment fund managed and controlled by its general partner, IIF US Holding 2 GP, LLC (IIF GP 2),¹² which is owned by three private individuals.¹³

IIF US Holding 2 is affiliated with renewable generation facilities located throughout the United States, as reflected in Exhibit B. In addition to Applicant, IIF US Holding 2 is affiliated with the following entities in Applicant's relevant market, the ISO-NE balancing authority area (BAA):

- Blue Sky West, LLC (Blue Sky West), an EWG¹⁴ that is constructing and will own and operate a 184.8 MW wind-powered electric generation facility located in Somerset and Piscataquis counties, Maine. The

¹¹ The remaining 1% passive interest in TNRP is held by a wholly owned indirect subsidiary of SunEdison, Inc.

¹² None of the limited partners of IIF US Holding 2 owns or controls 10% or more of the outstanding voting securities of IIF US Holding 2.

¹³ The three private individual owners of IIF GP 2 are described in the confidential attachment to the Amended Notice of Change in Status filed on May 4, 2016 in Docket Nos. ER01-2644-000, et al. The three private individual owners of IIF GP 2 also own IIF US Holding GP, LLC (IIF GP), the general partner of IIF US Holding LP (IIF US Holding) another infrastructure investment fund that invests in electric generation facilities. Pursuant to FERC's regulations, IIF US Holding 2 may be deemed to be affiliated with IIF US Holding. Accordingly, the energy affiliates of IIF US Holding 2 and IIF US Holding are reflected in Exhibit B.

¹⁴ Blue Sky West filed a Notice of Self-Certification of Exempt Wholesale Generator Status in Docket No. EG15-95-000 on June 11, 2015. On September 3, 2015, the Commission issued a Notice of Effectiveness of Exempt Wholesale Generator Status for Blue Sky West.

Commission has authorized Blue Sky West to sell energy, capacity, and ancillary services at market-based rates.¹⁵

- Evergreen Wind Power II, LLC (Evergreen II), an EWG¹⁶ that owns and operates a 147.6 MW (nameplate) wind-powered electric generation facility located in Oakfield, Maine. The Commission has authorized Evergreen II to sell energy, capacity, and ancillary services at market-based rates.¹⁷
- Somers Solar Center, LLC, the owner of a 5 MW solar-powered electric generation facility located in Somers, Connecticut. The Somers Solar facility is a small power production QF under the Public Utility Regulatory Policies Act of 1978, as amended.¹⁸

None of IIF US Holding 2, IIF US Holding, or any of their respective affiliates owns, operates, or controls any electric transmission facilities in the United States other than limited and discrete interconnection facilities associated with individual generation facilities. IIF US Holding 2 is affiliated with Summit Natural Gas of Maine, Inc., which owns natural gas local distribution facilities in ISO-NE. IIF US Holding 2 also is affiliated with entities that own gas distribution facilities in Colorado and Missouri, as described in Exhibit B. Other than these local gas distribution facilities, none of IIF US Holding 2, IIF US Holding, or any of their respective affiliates owns or controls, directly or indirectly, 10% or more of the voting interests in or controls any other essential inputs to electricity products or electric power production in the United States, as defined in sections 33.4 and 35.36 of the Commission's regulations. Further, none of IIF US

¹⁵ Blue Sky West, LLC, 151 FERC ¶ 61,202 (2015).

¹⁶ Evergreen II filed a Notice of Self-Certification of Exempt Wholesale Generator Status in Docket No. EG14-24-000 on January 24, 2014, as supplemented on February 19, 2014. On April 4, 2014, the Commission issued a Notice of Effectiveness of Exempt Wholesale Generator Status for Evergreen II.

¹⁷ Evergreen Wind Power II, LLC, Docket No. ER15-1672-000 (June 30, 2015) (unpublished letter order).

¹⁸ See Docket No. QF14-31.

Holding 2, IIF US Holding, or any of their respective affiliates is a public utility with a franchised electric service territory in the United States.

3. Investors

a. USB¹⁹

USB, through its subsidiary, U.S. Bank National Association (U.S. Bank), operates the 5th largest commercial bank in the United States, with banking offices in 25 states. U.S. Bank also provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust, and payment services products to consumers, businesses, and institutions. USB has over \$400 billion in assets and is headquartered in Minneapolis, Minnesota.

USB, through its wholly owned subsidiary, Firststar Development, LLC (Firststar) also indirectly owns passive, non-voting interests in QFs and EWGs throughout the United States, including 100% of the passive, non-controlling membership interests in Evergreen II and in Blue Sky West Holdings, LLC (Blue Sky West Holdings), with Blue Sky West Holdings in turn directly owning 100% of the membership interests in Blue Sky West.²⁰ Firststar primarily serves as USB's tax equity investment arm for its

¹⁹ USB provided Applicant with its description and affiliate information. USB has reviewed this Application and has confirmed to Applicant that the information contained in its description of USB, Firststar, and their affiliates is accurate.

²⁰ Oakfield Wind, LLC, owns 100% of the managing membership interests in Evergreen II, and is the managing member. Oakfield Wind, LLC is owned by TNRP. Blue Sky West Portfolio, LLC, owns 100% of the managing membership interests in Blue Sky West Holdings, and is the managing member. Blue Sky West Portfolio, LLC is a wholly-owned subsidiary of TNRP. Firststar has limited consent rights to protect its economic investments in these projects and, therefore, consistent with AES Creative Resources, L.P., 129 FERC ¶ 61,239 (2009), should not be considered to be an affiliate of Evergreen II and Blue Sky West. See Blue Sky West, LLC, et al., Docket Nos. ER15-1471-004, et al. (April 4, 2016) (unpublished letter order accepting the January 11, 2016 Notice of Change in Status filed by Blue Sky West and Evergreen II describing Firststar's passive interest in Evergreen II and Blue Sky West Holdings).

renewable energy portfolio. To the extent that U.S. Bank or its affiliates serve as owner trustee in certain sale/leaseback transactions for certain electric generating facilities throughout the United States, neither USB nor its affiliates own, operate or control any of those electric generating facilities.

Other than through Firststar's passive tax equity investments in companies that engage in wholesale sales of electricity in the United States and that own various interests in renewable energy generating facilities, USB is not primarily engaged in energy-related business activities and does not directly or indirectly own or control any electric generating or transmission assets or generation output. Neither Firststar nor any other of USB's affiliates directly or indirectly owns²¹ or controls any electric transmission (other than limited interconnection facilities) or interstate natural gas pipeline facilities. Further, USB does not control and is not affiliated with any entity that controls any essential inputs to generation in the relevant market, the ISO-NE BAA.

USB holds direct or indirect, passive, non-controlling economic interests in various companies that own and operate wind- and solar-powered electric generation facilities in the ISO-NE BAA, but these companies are not considered to be affiliates in accordance with AES Creative Resources, L.P. Neither USB nor any subsidiary or affiliate or upstream owner of USB directly or indirectly owns non-passive interests in or controls (1) any operational electric generation in the ISO-NE market or first-tier markets thereto, (2) any electric transmission or distribution facilities in the ISO-NE market or first-tier markets thereto, (3) any intrastate natural gas transportation, intrastate natural gas storage or distribution facilities; sites for generation capacity development; physical

²¹ Other than non-passive interests or in a fiduciary capacity as described in the following paragraph.

coal supply sources and ownership of or control over who may access transportation of coal supplies in the ISO-NE market or first-tier markets thereto, or (4) any franchised public utility in the United States. Because in the relevant market USB owns only such passive, non-managing membership interests in electric generation and limited and discrete transmission assets associated with the energy projects in which USB owns such passive, non-managing membership interests, Applicant requests a waiver from including a list of USB's energy subsidiaries and affiliates in Exhibit B.

Subsidiaries of USB also may manage mutual funds, other collective investment vehicles, separate accounts, or any combination thereof as a fiduciary on behalf of persons who hold interests in such funds, investment vehicles, or separate accounts. Such funds, investment vehicles, and separate accounts may buy and sell interests in public utilities and other companies engaged in energy-related activities for investment purposes without exercising control over such public utilities or other companies.

b. Unidentified Investors

USB may seek additional (but currently unidentified) tax equity investors to participate in the Transaction alongside Firststar or via a Firststar-managed special-purpose entity. However, Applicant represents that to the extent that any Unidentified Investors participate in the Transaction, such investors will satisfy the following criteria, which the Commission has previously accepted,²² to ensure that the Transaction has no adverse

²² See Rising Tree Wind Farm III LLC, et al., 151 FERC ¶ 62,215 (2015); Rising Tree Wind Farm LLC, et al., 151 FERC ¶ 62,096 (2015); Headwaters Wind Farm LLC, 148 FERC ¶ 62,176 (2014); Steele Flats Wind Project, LLC, 145 FERC ¶ 62,200 (2013); Ashtabula Wind II, LLC, et al., 130 FERC ¶ 62,216 (2011).

effect on competition, rates, or regulation, and does not raise any cross-subsidization concerns.²³

Unidentified Investors and their affiliates may own or control electric generation facilities in the ISO-NE BAA. However, any overlap between the operations of Unidentified Investors and their affiliates in the ISO-NE BAA and the operations of Applicant, USB, and their affiliates in the ISO-NE BAA will be de minimis. Specifically, the combined generation market share of Unidentified Investors and their affiliates together with Applicant, USB, and their respective affiliates in the ISO-NE BAA will not exceed 2.0% of the total installed capacity in the market. Therefore, upon closing of the proposed Transaction, Applicant, USB, Unidentified Investors, and their respective affiliates will lack horizontal market power in the relevant market consistent with the Commission's standard in its Merger Policy Statement and Order No. 642.

In addition, Unidentified Investors and their affiliates will not own or control any electric transmission or distribution facilities in the United States, except for the limited interconnection facilities used solely to connect individual generating facilities to the transmission grid, facilities for which the Commission has granted a waiver of the requirement to file an open access transmission tariff (OATT) or that qualify for the blanket OATT waiver pursuant to section 32.28(d)(2) of the Commission's regulations,²⁴ or transmission facilities that are subject to a Commission-accepted OATT. Unidentified

²³ If any of the Unidentified Investors does not satisfy the criteria set forth in this Application, Applicant commits that the transfer to such investor will not occur until after separate authorization is obtained from the Commission pursuant to Section 203 of the FPA, to the extent required.

²⁴ 18 C.F.R. § 35.28(d)(2) (as amended by Open Access and Priority Rights on Interconnection Customer's Interconnection Facilities, Order No. 807, FERC Stats. & Regs. ¶ 31,367, at PP 55, 57 (2015), order denying reh'g, Order No. 807-A, 153 FERC ¶ 61,047 (2015)).

Investors and their affiliates also will not own or control any essential inputs to electricity products or electric generation in the relevant market. Further, none of Unidentified Investors or their affiliates will be a public utility with a franchised electric service territory in the United States.

Applicant will inform the Commission of the identities of any Unidentified Investors at the time Applicant provides the Commission with notice of consummation of the Transaction. Applicant also will confirm compliance by each Unidentified Investor with the criteria set forth above. If no Unidentified Investors participate in the Transaction, UBS will acquire 100% of the Class A non-managing membership interests in either Applicant or Hancock Wind Holdings.

B. The Transaction

Pursuant to the Transaction, Investors will make capital contributions to either Applicant or Hancock Wind Holdings in exchange for 100% of the Class A non-managing membership interests in either Applicant or Hancock Wind Holdings. All of the Class B managing membership interests in either Applicant or Hancock Wind Holdings will be held indirectly by TNRP. As a result, Novatus Energy, through TNRP will retain day-to-day control over Applicant and its jurisdictional activities.

The Class A membership interests acquired by Investors will have consent rights only for certain major decisions that could affect the Investors' return on their investment, including but not limited to: the sale, lease, or disposition of any significant assets; the incurrence of significant indebtedness; participation by Applicant in any business or activity not within their purpose or a change in such purpose; mergers or sales

involving Applicant; the settlement of significant litigation; or the cancellation, suspension, or termination of any material contract.²⁵

Investors will be entitled only to certain cash and tax benefits as holders of the Class A interests in either Applicant or Hancock Wind Holdings and will not participate in the day-to-day management of Applicant. Novatus Energy, through its ownership and control of TNRP, will at all times retain day-to-day control of Applicant.

Details of the Transaction are set forth in the proposal letter dated August 27, 2016, by and among Novatus Energy and US Bancorp Community Development Corporation (Proposal Letter), a copy of which is attached to this Application as confidential Exhibit I. Applicant commits that the final transaction documents will reflect the material terms and conditions contained in the Proposal Letter, and that the Transaction will be consummated in a manner consistent with the Proposal Letter and this Application.

As described below, the Transaction will have no adverse effect on competition, rates, or regulation, and does not raise any cross-subsidization issues. Accordingly, Applicant requests that the Commission issue an order approving the Transaction as described herein.

C. Description of the Jurisdictional Facilities Affected by the Transaction

The jurisdictional facilities that may be affected by the Transaction consist of Applicant's market-based rate tariff and any related agreements, various books and records, and the interconnection equipment associated with the Facility.

²⁵ Investors' consent rights will be substantially similar to the consent rights of Firststar with respect to Applicant's affiliates, Blue Sky West Holdings and Evergreen II. See supra n.20.

IV. REQUEST FOR PRIVILEGED AND CONFIDENTIAL TREATMENT

Pursuant to 18 C.F.R. § 388.112, Applicant requests privileged and confidential treatment of Exhibit I, because it contains sensitive commercial and financial information that is privileged or confidential and not publicly available. Should Exhibit I become public, it would likely harm the parties in future negotiations for similar transactions and in structuring future investments. A protective agreement that is consistent with the Commission's model protective order is attached to this Application as Attachment 2.

V. REQUEST FOR SECTION 203 APPROVAL

A. Applicability of Section 203

Applicant seeks Commission authorization for the Transaction under section 203(a)(1) out of an abundance of caution,²⁶ because the Transaction involves the sale of certain direct or indirect membership interests in Applicant to Investors.²⁷

B. Satisfaction of Section 203 Criteria

Section 203(a) of the FPA provides that the Commission will approve jurisdictional transactions that are "consistent with the public interest." As explained in the Merger Policy Statement and in Order Nos. 642 and 669,²⁸ the Commission examines three factors in analyzing whether a proposed transaction is consistent with the public interest: (1) the effect on competition; (2) the effect on rates; and (3) the effect on

²⁶ See supra n.3 and n.4.

²⁷ See Cent. Vt. Pub. Serv. Corp., 39 FERC ¶ 61,295 (1987); see also Cent. Ill. Pub. Serv. Co., 42 FERC ¶ 61,073 (1988); United Illuminating Co., 90 FERC ¶ 62,232 (2000); Pub. Serv. Co. of N.M., 95 FERC ¶ 62,296 (2001).

²⁸ Inquiry Concerning the Commission's Merger Policy Under the Federal Power Act: Policy Statement, Order No. 592, FERC Stats. & Regs. ¶ 31,044 (1996), order on reconsideration, Order No. 592-A, 79 FERC ¶ 61,321 (1997) (Merger Policy Statement); Order No. 642, 93 FERC ¶ 61,164 (2000), order on reh'g, Order No. 642-A, 94 FERC ¶ 61,289 (2001) (implementing the policies stated in the Merger Policy Statement); Order No. 669 at PP 7-10.

regulation. In addition, FPA section 203 requires a showing that a proposed transaction will not result in cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company. As explained below, the Transaction is consistent with the public interest, does not result in cross-subsidization, and should be approved.

C. No Adverse Effect on Competition

The Transaction will have no adverse effect on competition. Specifically, the Transaction does not raise any horizontal or vertical market power concerns, because Investors will acquire only non-managing Class A interests in either Applicant or Hancock Wind Holdings and will not acquire any day-to-day control over Applicant as a result of the Transaction – i.e., the Transaction will not result in any new affiliation between Applicant and Investors.

However, even assuming that the Transaction results in an affiliation between Applicant and Investors, there will be no adverse effect on competition in Applicant's relevant market, the ISO-NE BAA. UBS and its affiliates do not own or control non-passive interests in any electric generating capacity located in the relevant market, the ISO-NE BAA. Moreover, as indicated above, the combined market share of Applicant, UBS, any Unidentified Investors, and their respective affiliates following the Transaction will not exceed 2% of the installed capacity in the ISO-NE BAA, a de minimis amount. Further, the entire output of the Facility is fully committed to unaffiliated third parties under long-term PPAs.²⁹ Therefore, the Transaction will not result in any new

²⁹ See Nevada Sun-Peak Ltd. P'ship, 97 FERC ¶ 62,017 (2001) (finding no adverse effect on competition when the output of a generating facility is fully committed under long-term agreements); American Ref-Fuel Co. of Essex County, 94 FERC ¶ 62,113 (2001) (same); Morgan Stanley Capital Group, Inc., 69 FERC ¶ 61,175 (1994) (citing Enron Power Mktg., Inc., 65 FERC

combination of electric generating assets that could have an impact on competition in the relevant market and thus will have no adverse effect on horizontal market power.

The Transaction also will have no adverse effect on vertical market power. The Transaction does not involve any transmission facilities, other than the limited interconnection equipment necessary to connect the Facility to the grid, or any essential inputs to electricity products or electric power production. None of Applicant, Investors, or any of their affiliates owns or controls any electric transmission facilities in the United States, other than limited interconnection facilities necessary to connect individual generating facilities to the grid, facilities for which the Commission has granted a waiver of the requirement to file an OATT or that qualify for the blanket OATT waiver pursuant to section 32.28(d)(2) of the Commission's regulations,³⁰ or transmission facilities that are subject to a Commission-accepted OATT. In addition, none of Applicant, Investors, or any of their affiliates owns or controls any essential inputs to electricity products or electric power production, as defined in sections 33.4 and 35.36 of the Commission's regulations, in the relevant market. Therefore, the Transaction will not raise any vertical market power concerns.

D. No Adverse Effect on Rates

The Transaction will have no adverse effect on rates. Applicant will sell the entire output of the Facility at wholesale at negotiated rates pursuant to its market-based rate authority. The Transaction will not affect the terms and conditions of the PPAs. The Transaction also does not involve transmission rates or transmission customers.

¶ 61,305 (1993) (finding committed power does not confer generation market power upon an applicant for market-based rate authority)).

³⁰ See supra n.24.

Accordingly, the Transaction will have no adverse effect on wholesale ratepayers or transmission customers.

E. No Impairment of the Effectiveness of State or Federal Regulation

The Transaction will not affect the manner or extent to which the Commission, any state, or any other federal agency regulates Applicant, Investors, or any of their affiliates. The extent to which Applicant, Investors, and any of their affiliates is subject to the jurisdiction of the Commission (or any other regulatory agency or office) will not change as a result of the Transaction.

F. No Potential for Cross-Subsidization

Section 203(a)(4) of the FPA requires the Commission to determine whether a transaction will “result in cross-subsidization of a non-utility associate company or the pledge or encumbrance of utility assets for the benefit of an associate company” and, if so, whether the cross-subsidy, pledge, or encumbrance will be consistent with the public interest.³¹ The Commission has stated that the concern over cross-subsidization is principally a concern over the effect of a proposed transaction on captive ratepayers.³²

Because none of the parties to the Transaction is a traditional public utility that has captive ratepayers in the United States, the Transaction is within the scope of the “safe harbor” for transactions in which “no franchised public utility with captive customers is involved in the transaction” and does not raise any issue with respect to

³¹ An associate company is any company in the same utility holding company system. A non-utility associate company is any associate company in a holding company system other than a public utility or electric utility company that has wholesale or retail customers served under cost-based rate regulation. See 18 C.F.R. § 33.1(b)(2) and (4).

³² Order No. 669 at P 167.

cross-subsidization.³³ Further, because none of the parties to the Transaction is affiliated with a traditional public utility that has captive customers in the United States or that owns or provides transmission service over jurisdictional transmission facilities in the United States, the Transaction will not result in any pledge or encumbrance of utility assets for the benefit of an associate company.

Consistent with the requirements of Order Nos. 669, 669-A, and 669-B, Applicant includes verifications regarding cross-subsidization in Exhibit M to this Application, which relates to the time of the Transaction as well as the future, and is based on facts and circumstances known or reasonably foreseeable to Applicant.³⁴ Accordingly, the Transaction does not raise any cross-subsidization concerns.

VI. INFORMATION AND EXHIBITS REQUIRED BY SECTION 33.2 OF THE COMMISSION'S REGULATIONS

In accordance with section 33.2 of the Commission's regulations, Applicant provides the following information:

(a) Name and principal business office of Applicant

Hancock Wind, LLC
c/o Novatus Management, LLC
767 Third Avenue
17th Floor
New York, NY 10017

(b) Names and addresses of the persons authorized to receive notices and communications

The names and addresses of persons authorized to receive notices and communications with respect to this Application are identified in Part II above.

³³ Supplemental Policy Statement at P 17.

³⁴ See Order No. 669 at P 169 (stating that such verifications may be accepted in lieu of any other explanation with respect to cross-subsidization and encumbrance concerns).

(c) **Description of Applicant, including**

(1) **Business activities of Applicant**

The business activities of Applicant and Investors are described in Part III(A) above. Accordingly, Applicant requests a waiver of the requirement to file Exhibit A.

(2) **Energy subsidiaries and energy affiliates and their business activities**

The U.S. energy subsidiaries and affiliates of Applicant are listed in Exhibit B. Information regarding the relevant energy affiliates of Investors is provided in Section III above. Accordingly, Applicant requests a waiver from the requirement to provide additional information regarding Investors' energy affiliates in Exhibit B.

(3) **Organizational Charts**

See Exhibit C to this Application.

(4) **Business agreements**

See Exhibit D to this Application. The Transaction involves no jurisdictional arrangements among the parties apart from those described in Part III(B) above.

(5) **Common officers or directors**

There are no common officers or directors between Applicant and its affiliates, on the one hand, and Investors and their affiliates, on the other hand. The Transaction will not affect Applicant's officer

or director positions. Accordingly, Applicant requests a waiver of the requirement to file Exhibit E.

(6) Description of customers

See Exhibit F to this Application.

(d) Description of jurisdictional facilities

The jurisdictional facilities affected by the Transaction are described in Part III(C) above and Exhibit G.

(e) Narrative description of the Transaction

The description of the Transaction is set forth in Part III above, which includes identification of the parties, description of the jurisdictional facilities associated with or affected by the Transaction, and the effect of the Transaction on such jurisdictional facilities. Moreover, the consideration for the Transaction, as described in Exhibit I, is the result of arm's-length negotiations among the parties to the Transaction.

Accordingly, Applicant requests a waiver of the requirement to file Exhibit H.

(f) Contracts related to the proposed Transaction

The parties have not yet finalized the contracts related to the proposed Transaction. A copy of the Proposal Letter, which sets forth the key terms of the Transaction, is attached as Exhibit I. Applicant commits that the Transaction will be consummated in a manner consistent with that described in the Proposal Letter and this Application. Pursuant to 18 C.F.R. § 388.112, Applicant requests confidential and privileged treatment of Exhibit I, as discussed in Part IV above. To the extent necessary, Applicant also requests a waiver of the requirements of 18 C.F.R. § 33.2(f) as to other incidental contracts and written instruments that may be entered into by the parties, none

of which will be inconsistent with the Proposal Letter contained in Exhibit I or the description of the Transaction set forth in this Application.

(g) Consistency of the Transaction with the public interest

As discussed above in Part V, the facts provided in this Application are sufficient to demonstrate that the Transaction will be in the public interest. Accordingly, Applicant requests a waiver of the requirement to file Exhibit J.

(h) Maps

The only physical jurisdictional facilities affected by the Transaction are minor interconnection facilities associated with the Facility. Accordingly, Applicant requests a waiver of the requirement to file Exhibit K.

(i) Regulatory orders

Applicant is not required to obtain any other licenses, orders, or approvals from other regulatory bodies in connection with the Transaction. Accordingly, Applicant requests a waiver of the requirement to file Exhibit L.

(j) Cross-subsidization

Because the Transaction does not involve a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, there is no issue with respect to cross-subsidization. Statements supporting the fact that the Transaction will not result in cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company are provided in Exhibit M.

**VII. INFORMATION ON PROPOSED ACCOUNTING ENTRIES
REQUIRED BY SECTION 33.5 OF THE COMMISSION'S
REGULATIONS**

Applicant is not required to maintain its books of account in accordance with the Commission's Uniform System of Accounts.³⁵ Accordingly, section 33.5 of the Commission's regulations is not applicable to this Application.

VIII. VERIFICATION

Pursuant to section 33.7 of the Commission's regulations, a signed verification by a person having authority with respect thereto and having knowledge of the matters set forth in this Application is included as Attachment 1.

³⁵ 18 C.F.R. § 366.3(a)(2).

IX. CONCLUSION

For the reasons set forth above, Applicant requests that the Commission: (i) issue an order approving the Transaction; (ii) grant the waivers requested herein; and (iii) grant Applicant's request for confidential treatment of Exhibit I. Applicant respectfully requests that the Commission grant expedited treatment to this Application and issue its order on or before October 21, 2016, to accommodate the anticipated commissioning schedule for the Facility and the proposed consummation of the Transaction.

Respectfully submitted,

/s/ Jessica C. Friedman

Jessica C. Friedman

Julia S. Wood

Anna Skubikowski Aguilera

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Counsel for Hancock Wind, LLC

September 20, 2016

Exhibits A, E, H, J, K, and L

Applicant has requested a waiver of the requirement to file

Exhibits A, E, H, J, K, and L

Exhibit B

U.S. Energy Affiliates of IIF US Holding 2 and IIF US Holding

**Affiliates of IIF US Holding 2 LP
Asset Appendix: Generation Assets
(September 2016)**

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]	[M]
Filing Entity and its Energy Affiliates	Docket # where MBR authority was granted	Generation Name (Plant or Unit Name)	Owned By	Controlled By	Date Control Transferred	Location		In-Service Date	Capacity Rating: Nameplate (MW)	Capacity Rating: Used in Filing (MW)	Capacity Rating: Methodology Used in [K]: (N)ameplate, (S)easonal, 5-yr (U)nit, 5-yr (E)IA, (A)lternative	End Note Number (Enter text in End Notes Sheet)
						Market / Balancing Authority Area	Geographic Region					
Sunflower Wind Project, LLC	ER16-2561 (application pending)	Sunflower Wind Project	Sunflower Wind Project, LLC	Sunflower Wind Project, LLC	N/A	SWPP	SWPP	12/2016	104	104	N	1
Indy Solar I, LLC	N/A	Indy Solar I Project	Indy Solar I, LLC	Indy Solar I, LLC	N/A	MISO	Central	12/2013	10	10	N	2
Indy Solar II, LLC	N/A	Indy Solar II Project	Indy Solar II, LLC	Indy Solar II, LLC	N/A	MISO	Central	12/2013	10.1	10.1	N	2
Indy Solar III, LLC	N/A	Indy Solar III Project	Indy Solar III, LLC	Indy Solar III, LLC	N/A	MISO	Central	12/2013	8.6	8.6	N	2
Hancock Wind, LLC	ER16-2010	Hancock Wind	Hancock Wind, LLC	Hancock Wind, LLC	N/A	ISO-NE	Northeast	12/2016	51	51	N	1
Blue Sky West, LLC	ER15-1471	Bingham	Blue Sky West, LLC	Blue Sky West, LLC	N/A	ISO-NE	Northeast	12/2016	185	185	N	1
Evergreen Wind Power II, LLC	ER15-1672	Oakfield	Evergreen Wind Power II, LLC	Evergreen Wind Power II, LLC	N/A	ISO-NE	Northeast	11/2015	147.6	147.6	N	
Somers Solar Center, LLC	N/A	Somers Solar Power Facility	Somers Solar Center, LLC	Somers Solar Center, LLC	N/A	ISO-NE	Northeast	11/2013	5	5	N	2
Palouse Wind, LLC	ER12- 1308	Palouse Wind	Palouse Wind, LLC	Palouse Wind, LLC	N/A	AVA	Northwest	12/2012	105	105	N	
Pavant Solar LLC	ER15-1952	Pavant Solar LLC	Pavant Solar LLC	Pavant Solar LLC	N/A	PAC-E	Northwest	12/2015	50	50	N	
Mulberry Farm, LLC	ER14-2140	Mulberry Farm, LLC	Mulberry Farm, LLC	Mulberry Farm, LLC	N/A	TVA	Southeast	12/2014	16	16	N	
Selmer Farm, LLC	ER14-2141	Selmer Farm, LLC	Selmer Farm, LLC	Selmer Farm, LLC	N/A	TVA	Southeast	12/2014	16	16	N	
Azalea Solar, LLC	N/A	Azalea Solar Power Facility	Azalea Solar, LLC	Azalea Solar, LLC	N/A	SOCO	Southeast	12/2013	7.7	7.7	N	2
Richland Solar Center, LLC	N/A	Richland Solar Center, LLC	Richland Solar Center, LLC	Richland Solar Center, LLC	N/A	SOCO	Southeast	06/2015	20	20	N	2
Imperial Valley Solar Company (IVSC) 2, LLC	ER14-2939	Imperial Valley Solar Company (IVSC) 2, LLC	Imperial Valley Solar Company (IVSC) 2, LLC	Imperial Valley Solar Company (IVSC) 2, LLC	N/A	IID	Southwest	07/2015	20	20	N	

CID Solar, LLC	ER15-632	CID Solar, LLC	CID Solar, LLC	CID Solar, LLC	N/A	CAISO	Southwest	12/2014	20	20	N	
RE Camelot, LLC	ER14-2466	RE Camelot, LLC	RE Camelot, LLC	RE Camelot, LLC	N/A	CAISO	Southwest	12/2014	45	45	N	
RE Columbia Two LLC	ER14-2465	RE Columbia Two LLC	RE Columbia Two LLC	RE Columbia Two LLC	N/A	CAISO	Southwest	12/2014	15	15	N	
Maricopa West Solar PV, LLC	ER15-2728	Maricopa West Solar PV, LLC	Maricopa West Solar PV, LLC	Maricopa West Solar PV, LLC	N/A	CAISO	Southwest	12/2015	20	20	N	
Cottonwood Solar, LLC	ER15-634	City of Corcoran	Cottonwood Solar, LLC	Cottonwood Solar, LLC	N/A	CAISO	Southwest	04/2015	11	11	N	
Cottonwood Solar, LLC	N/A	Goose Lake	Cottonwood Solar, LLC	Cottonwood Solar, LLC	N/A	CAISO	Southwest	05/2015	12	12	N	2
Cottonwood Solar, LLC	N/A	Marin Carport	Cottonwood Solar, LLC	Cottonwood Solar, LLC	N/A	CAISO	Southwest	05/2016	1	1	N	1, 2
TA-Acacia, LLC	N/A	Antelope West Solar Project	TA-Acacia, LLC	TA-Acacia, LLC	N/A	CAISO	Southwest	11/2014	20	20	N	2
RE Kansas LLC	N/A	RE Kansas LLC	RE Kansas LLC	RE Kansas LLC	N/A	CAISO	Southwest	12/2015	20	20	N	2
RE Kent South LLC	N/A	RE Kent South LLC	RE Kent South LLC	RE Kent South	N/A	CAISO	Southwest	12/2014	20	20	N	2
RE Old River One LLC	N/A	RE Old River One LLC	RE Old River One LLC	RE Old River One LLC	N/A	CAISO	Southwest	12/2014	20	20	N	2
RE Adams East LLC	N/A	RE Adams East LLC	RE Adams East LLC	RE Adams East LLC	N/A	CAISO	Southwest	12/2014	19	19	N	2
Catalina Solar 2 LLC	N/A	Catalina Solar 2	Catalina Solar 2 LLC	Catalina Solar 2 LLC	N/A	CAISO	Southwest	06/2015	18	18	N	2
Alamo Solar, LLC	N/A	Alamo Solar, LLC	Alamo Solar, LLC	Alamo Solar, LLC	N/A	CAISO	Southwest	04/2015	18.7	18.7	N	2

Affiliates of IIF US Holding 2 LP
Asset Appendix: Transmission Assets/Natural Gas Assets
(September 2016)

Electric Transmission Assets and/or Natural Gas Intrastate Pipelines and/or Gas Storage Facilities

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	
						Location		Size		
Filing Entity and its Energy Affiliates	Cite to order accepting OATT or order approving the transfer of transmission facilities to an RTO or ISO	Asset Name and Use	Owned By	Controlled By	Date Control Transferred	Market / Balancing Authority Area	Geographic Region	Size (e.g., length and kV for electric, length and diameter for pipelines, and capacity for gas storage)	End Note Number (Enter text in End Notes Sheet)	
Colorado Natural Gas, Inc.		Local gas distribution company	Colorado Natural Gas, Inc.	Colorado Natural Gas, Inc.	1997	PSCo	Northwest	6 miles; 6-inch pipe		
Summit Natural Gas of Missouri, Inc.		Local gas distribution company	Summit Natural Gas of Missouri, Inc.	Summit Natural Gas of Missouri, Inc.	1995	AECI	Central	306 miles of 6" and 8" pipe		
Summit Natural Gas of Maine, Inc.		Local gas distribution company	Summit Natural Gas of Maine, Inc.	Summit Natural Gas of Maine, Inc.	2014	ISO-NE	Northeast	68 miles; 6" pipe (17 miles), 8" (7 miles), 10" (44 miles)		

Affiliates of IIF US Holding 2 LP
Asset Appendix: End Notes
(September 2016)

End Notes for Entries in the Generation, Long-Term Firm PPA and Transmission/Natural Gas Assets Sheets

[A] End Note Number	[B] Sheet (Generation, PPA or Transmission / Natural Gas)	[C] Explanatory Note
1	Generation	The "In-Service Date" dates are the expected dates.
2	Generation	Each of these facilities is exempt from section 205 of the Federal Power Act in accordance with section 292.601(c) of the Commission's regulations. In accordance with Order No. 816, exempt qualifying facilities are not required to be included in a seller's indicative market power screens. See Order No. 816 at P 255.

**Affiliates of IIF US Holding LP
Asset Appendix: Generation Assets
(September 2016)**

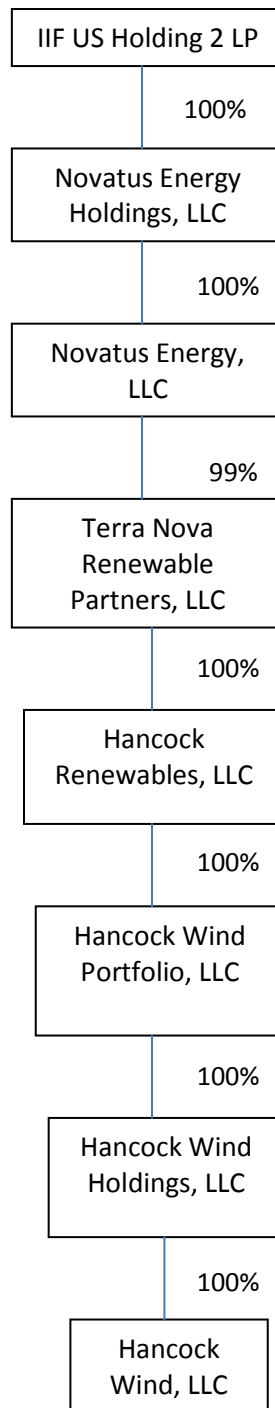
[A]	[B]	[C]	[D]	[E]	[F]	[G] [H] Location		[I]	[J]	[K]	[L]	[M]
Filing Entity and its Energy Affiliates	Docket # where MBR authority was granted	Generation Name (Plant or Unit Name)	Owned By	Controlled By	Date Control Transferred	Market / Balancing Authority Area	Geographic Region	In-Service Date	Capacity Rating: Nameplate (MW)	Capacity Rating: Used in Filing (MW)	Capacity Rating: Methodology Used in [K]: (N)ameplate, (S)easonal, 5-yr (U)nit, 5-yr (E)IA, (A)lternative	End Note Number (Enter text in End Notes Sheet)
SWG Arapahoe, LLC	ER13- 1504	Arapahoe	SWG Arapahoe, LLC	SWG Arapahoe, LLC	07/2013	PSCo	Northwest	05/2000	130	130	N	
Fountain Valley Power, LLC	ER01- 1784	Fountain Valley	Fountain Valley Power, LLC	Fountain Valley Power, LLC	07/2008	PSCo	Northwest	09/2001	240	240	N	
SWG Colorado, LLC	ER00- 1952	Valmont	SWG Colorado, LLC	SWG Colorado, LLC	07/2008	PSCo	Northwest	05/2000	80	80	N	
Harbor Cogeneration Company, LLC	ER99- 1248	Harbor	Harbor Cogeneration Company, LLC	Harbor Cogeneration Company, LLC	07/2008	CAISO	Southwest	04/1989	107.4	107.4	N	
Colton Power L.P.	ER01-2644	Century	Colton Power L.P.	Colton Power L.P.	N/A	CAISO	Southwest	09/2001	44.8	44.8	N	
Colton Power L.P.	ER01-2644	Drews	Colton Power L.P.	Colton Power L.P.	N/A	CAISO	Southwest	08/2001	44.8	44.8	N	
Goal Line L.P.	ER13-2169	Goal Line LP	Goal Line L.P.	Goal Line L.P.	N/A	CAISO	Southwest	08/1994	51.4	51.4	N	
KES Kingsburg, L.P.	ER11-3634	Kingsburg Cogen	KES Kingsburg, L.P.	KES Kingsburg, L.P.	N/A	CAISO	Southwest	12/1990	36.2	36.2	N	
Valencia Power, LLC	ER08-851	Valencia	Valencia Power, LLC	Valencia Power, LLC	07/2008	PNM	Southwest	06/2008	149	149	N	

**Affiliates of IIF US Holding LP
Asset Appendix: End Notes
(September 2016)**

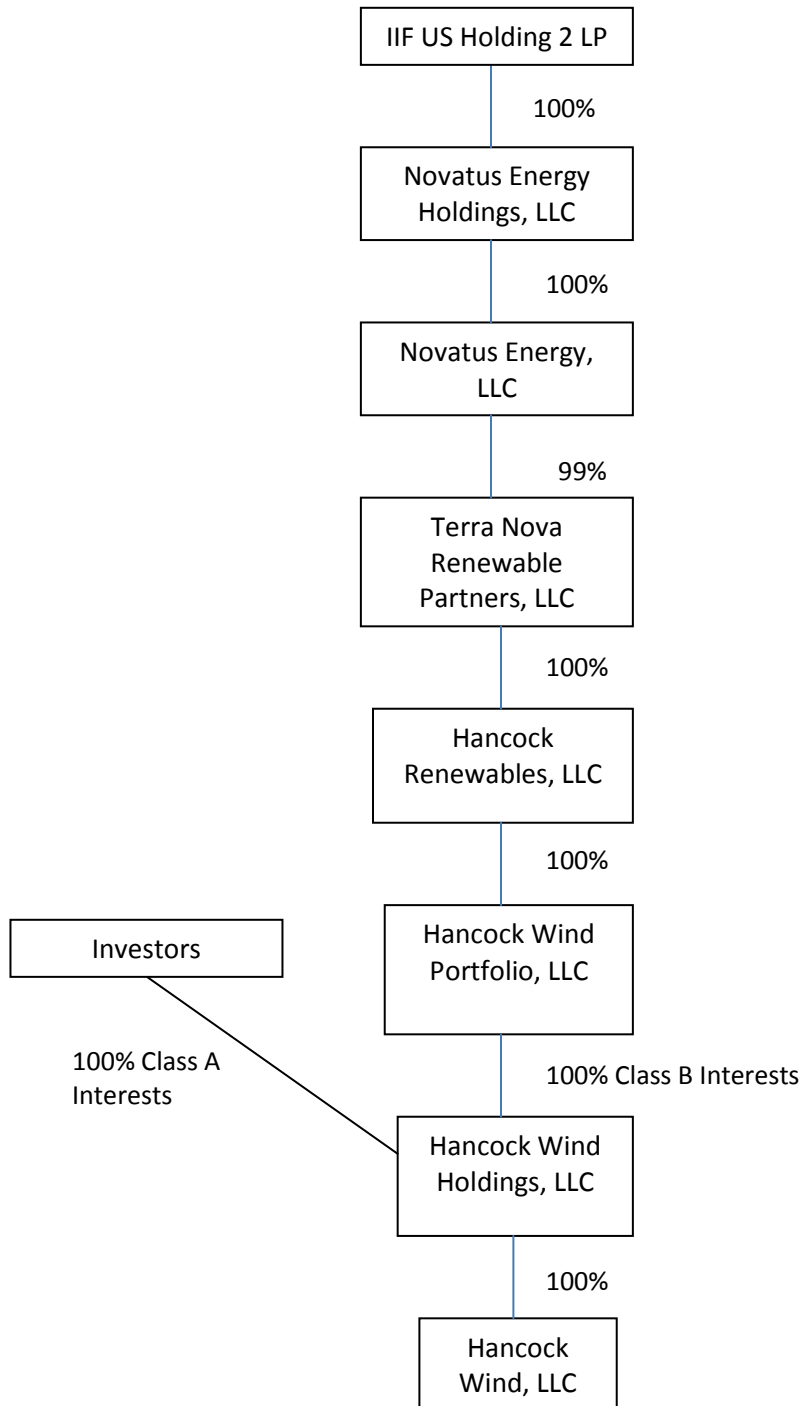
End Notes for Entries in the Generation, Long-Term Firm PPA and Transmission/Natural Gas Assets Sheets

[A] End Note Number	[B] Sheet (Generation, PPA or Transmission / Natural Gas)	[C] Explanatory Note

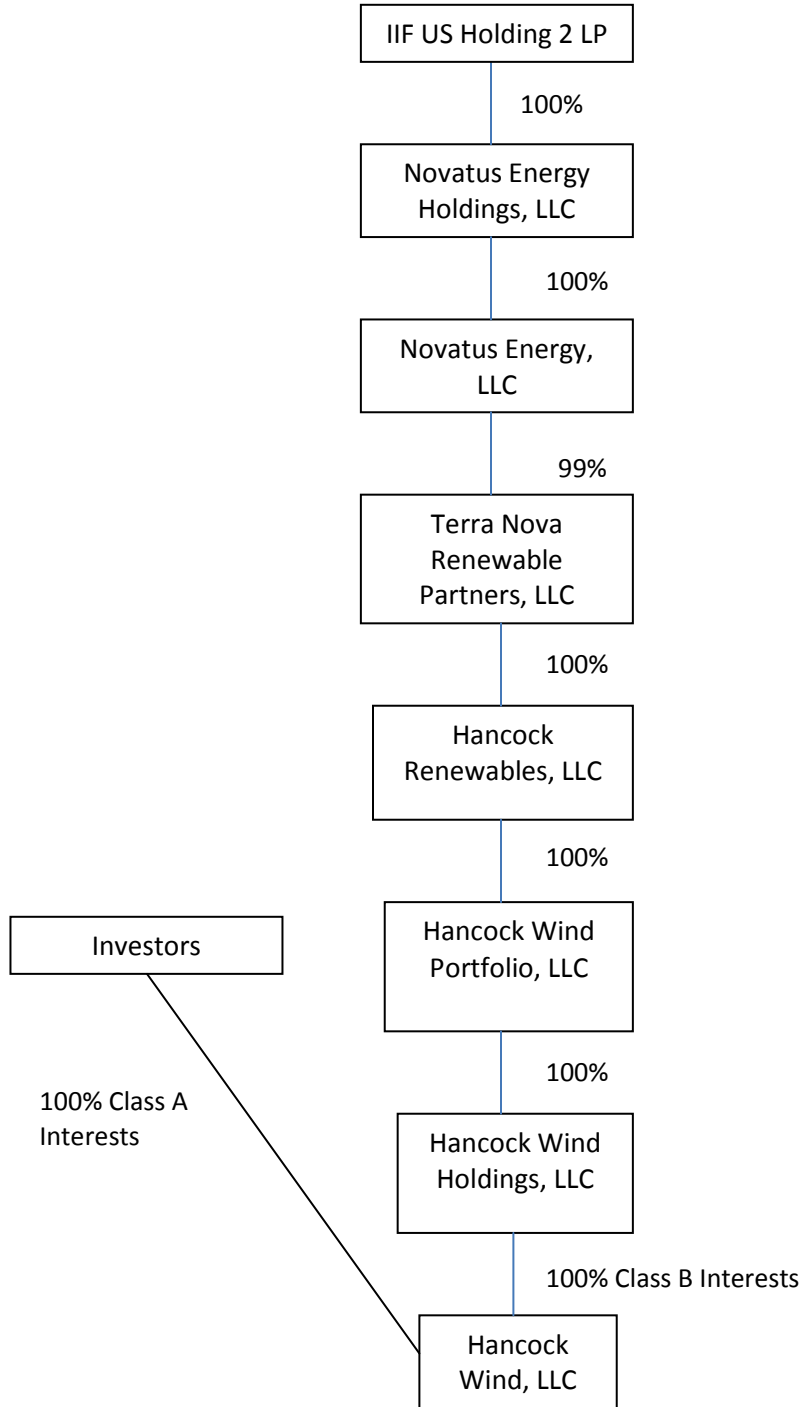
Pre-Transaction Organizational Chart



**Post-Transaction Organizational Chart
(With Class A and B Interests in Hancock Wind Holdings, LLC)**



**Post-Transaction Organizational Chart
(With Class A and B Interests in Hancock Wind, LLC)**



Description of Business Agreements

The Transaction will involve no jurisdictional business arrangements apart from those described in this Application. In addition, the Transaction will involve no transmission facilities, apart from the limited interconnection facilities associated with the Facility. There are no strategic alliances, joint ventures, tolling arrangements, or other proposed business arrangements to which Applicant or Investors is a party that are affected by the Transaction other than as described herein.

Exhibit F

Description of Customers

Applicant will sell all of the output from the Facility at wholesale at negotiated rates pursuant to its market-based rate authority. Specifically, Applicant has a PPA with Massachusetts Municipal Wholesale Electric Company for 37.5 MW for a 25-year term, and a PPA with the City of Burlington, Vermont (acting through Burlington Electric Department) for 13.5 MW for a 10-year term. None of Applicant, Investors, or any of their parent companies, subsidiaries, affiliates, and associate companies has any transmission facilities or transmission customers in the United States, other than the limited equipment necessary to interconnect individual generating facilities to the integrated transmission grid, facilities for which the Commission has granted a waiver of the requirement to file an OATT or that qualify for the blanket OATT waiver pursuant to section 32.28(d)(2) of the Commission's regulations, or transmission facilities that are subject to a Commission-accepted OATT. The Transaction does not involve any transmission rates or transmission customers. Therefore, the Transaction will not affect any wholesale ratepayers or unbundled transmission service customers.

Description of Jurisdictional Facilities

The jurisdictional facilities that may be affected by the Transaction consist of Applicant's market-based rate tariff and any related agreements, various books and records, and the interconnection equipment associated with the Facility.

Contracts Related to the Transaction

Confidential Exhibit

**Confidential Information Has Been Removed
For Privileged Treatment**

Verifications on Cross-Subsidization

Because none of the parties to the Transaction is a traditional public utility with captive ratepayers in the United States or that owns or provides transmission service over jurisdictional transmission facilities in the United States, there is no issue with respect to cross-subsidization. Pursuant to section 33.2(j)(1) of the Commission's regulations, Applicant provides assurances and verifies, based on facts and circumstances known to Applicant or that are reasonably foreseeable, that the proposed Transaction will not result in, at the time of the Transaction or in the future, cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company, including:

- (1) Any transfer of facilities between a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, and an associate company;
- (2) Any new issuance of securities by a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company;
- (3) Any new pledge or encumbrance of assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company;
or
- (4) Any new affiliate contract between a non-utility associate company and a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, other than non-power goods and services agreements subject to review under sections 205 and 206 of the FPA.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Hancock Wind, LLC) Docket No. EC16-_____

VERIFICATION OF APPLICATION FOR AUTHORIZATION
FOR DISPOSITION OF JURISDICTIONAL FACILITIES

County of San Diego)
)
State of California)

Bruce Kerr, being duly sworn, deposes and says: He is Vice President, Asset Management of Novatus Management, LLC and an Authorized Signatory of Novatus Energy, LLC (Novatus Energy), and has the authority to verify the foregoing Application on behalf of Novatus Energy and its affiliates. He has read the Application and, to the best of his knowledge, information and belief, all of the statements contained therein with respect to Novatus Energy and its affiliates are true and accurate.

Bruce Kerr

Bruce Kerr

Subscribed and sworn to before me on this 19th day of September, 2016.

Jenny Beddow

Notary Public

My commission expires 04/29/2020



UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Hancock Wind, LLC

)

Docket No. EC16-_____

PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into this ___ day of _____, 2016 by and between _____ (“Applicant”) and _____ (“Intervenor”), and shall govern the use of all Protected Materials produced by Applicant to Intervenor, or vice versa, in connection with the proceeding before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. EC ___ - ___ - _____. Applicant and Intervenor are sometimes referred to herein individually as a “Party” or jointly as the “Parties.”

1. Applicant filed Protected Materials in the captioned Commission proceeding and Intervenor is a Participant in such proceeding, as the term Participant is defined in 18 C.F.R. § 382.102(b), or has filed a motion to intervene or a notice of intervention in such proceeding. Applicant and Intervenor enter into this Agreement in accordance with their respective rights and obligations set forth in 18 C.F.R. § 388.112(b)(2). Notwithstanding any order terminating such proceeding, this Agreement shall remain in effect until specifically modified or terminated by the Commission or court of competent jurisdiction.

2. This Agreement applies to the following two categories of Protected Materials: (A) a Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) a Party shall designate as protected those materials which contain critical energy infrastructure information, as defined in 18 C.F.R. § 388.113(c)(1) (“Critical Energy Infrastructure Information”).

3. Definitions – For purposes of this Agreement:

(a) (1) The term “Protected Materials” means (A) materials provided by a Party in association with this proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials that are made subject to this Agreement by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants; (D) notes of Protected Materials; and (E) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the

Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information—“Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the publicly available files of the Commission or of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stats. & Regs. ¶ 31,140 (2003). Protected Materials do include any information or documents contained in the files of the Commission that have been designated as Critical Energy Infrastructure Information.

(b) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that they have read the Agreement and agree to be bound by it. Each Party shall provide a copy of the Non-Disclosure Certificate(s) executed by its Reviewing Representative(s) to the other Party prior to such Reviewing Representative(s) receiving access to any Protected Materials.

(c) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

(1) an attorney retained by a Party for purposes of this proceeding;

(2) attorneys, paralegals, and other employees associated for purposes of this proceeding with an attorney described in Paragraph (3)(c)(1);

(3) an expert or an employee of an expert retained by a Party for the purpose of advising, preparing for or testifying in this proceeding;

(4) a person designated as a Reviewing Representative by order of the Commission; or

(5) employees or other representatives of a Party with significant responsibility for matters involving this proceeding.

4. Protected Materials shall be made available under the terms of this Agreement only to Parties and only through their Reviewing Representative(s) as provided in Paragraphs 7–9.

5. Protected Materials shall remain available to a Party until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Party shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8–9.

7. Protected Materials shall be treated as confidential by the Party and its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy or the buying or selling of electric generation or transmission assets, the direct supervision of any employee or employees whose duties include the foregoing, the provision of consulting services to any person whose duties include the foregoing, or the direct supervision of any employee or employees whose duties include the foregoing, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, the Party shall seek agreement from the

Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(c) above with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the Commission for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

11. Subject to Paragraph 18, the Commission shall resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, the parties to the dispute shall use their best efforts to resolve it. If a Party contests the designation of materials as protected, it shall notify the Party that provided the Protected Materials by specifying in writing the materials whose designation is contested. This Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the Party, within said 5-day period, files a motion with the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 18 shall apply. The procedures described above shall not apply to Protected Materials designated by a Party as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Agreement unless a Party requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of any hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or by other appropriate means endorsed to the effect that they are protected pursuant to this Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information Do Not Release." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Counsel for the producing Party shall, upon the request of a Party, provide a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If any Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in pleadings, testimony or exhibits to these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission.

14. Nothing in this Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Agreement shall preclude any Party from requesting the Commission or any other body having appropriate authority to find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding.

16. The Parties may amend this Agreement only by mutual consent and in writing; provided, however, that a Party has the right to seek changes to this Agreement as appropriate from the Commission.

17. All Protected Materials filed with the Commission or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate means bearing prominent markings indicating that the contents include Protected Materials subject to this Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

18. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless,

be subject to the protection afforded by this Agreement for three (3) business days from the date of issuance of the Commission's decision, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. No Party waives its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

19. Nothing in this Agreement shall be deemed to preclude any Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

20. No Party waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

21. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding. Any violation of this Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, the Parties each have caused this Protective Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

By: _____

By:

Name: _____

Name:

Title: _____

Title:

Representing Applicant

Representing Intervenor

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Hancock Wind, LLC

)

Docket No. EC16-_____

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement dated _____ by and between [Applicant] and [Intervenor] concerning materials in Federal Energy Regulatory Commission Docket No. EC__ - __ - __, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____

Name:

Title: _____

Representing: _____