

Exhibit CS-BW-78

Docket 8302

Second Partial MOU with DPS 06.17.15

CHELSEA SOLAR LLC

June 17, 2015

Mrs. Susan Hudson, Clerk
Vermont Public Service Board
112 State Street, Drawer 20
Montpelier, VT 05620-2701

Re: Chelsea Solar LLC (Docket No. 8302) – Second Partial Memorandum of Understanding with the Department.

Dear Mrs. Hudson, enclosed please find the Second Partial Memorandum of Understanding and Amendment to Partial Memorandum of Understanding between the Petitioner and the Vermont Public Service Department dated as of June 17, 2015. I am also attaching the related Certificate of Service.

Please feel free to contact me with any questions.

Warm Regards,

CHELSEA SOLAR LLC

A handwritten signature in black ink, appearing to read "M Melone", is enclosed within a thin black rectangular border.

Michael Melone

**STATE OF VERMONT PUBLIC
SERVICE BOARD**

Docket No. 8302

Petition of Chelsea Solar LLC, pursuant)
to 30 V.S.A. § 248, for a certificate of public)
good authorizing the installation and)
operation of a 2.0 MW solar electric generation)
facility located at 500 Apple Hill Road in)
Bennington, Vermont)

CERTIFICATE OF SERVICE

I, Michael Melone, certify that on June 17, 2015, I forwarded copies of the
Second Partial Memorandum of Understanding and Amendment to Partial Memorandum of
Understanding between the Petitioner and the Vermont Agency of Natural Resources dated as
of June 17, 2015 to the following parties:

Mrs. Susan Hudson, Clerk Vermont Public Service Board 112 State Street, Drawer 20 Montpelier, VT 05620-2701	Libby Harris 531 Apple Hill Road Bennington, VT 05201
Office of Planning and Legal Affairs Agency of Natural Resources Attention: Mr. Donald Einhorn 1 National Life Drive – Davis Building, 2nd Fl. Montpelier, VT 05620-3901	
Vermont Department of Public Service Attention: Jeanne Elias 112 State Street, Drawer 20 Montpelier, VT 05620-2601	

Dated this 17th day of June, 2015.

By:



Michael Melone

**STATE OF VERMONT
PUBLIC SERVICE BOARD**

Petition of Chelsea Solar LLC, pursuant to 30)
V.S.A. § 248, for a Certificate of Public Good)
authorizing the installation and operation of a)
2.0 MW solar electric generation facility to be)
located at 557 Apple Hill Road in Bennington,)
Vermont)

Docket No.8302

SECOND PARTIAL MEMORANDUM OF UNDERSTANDING

This Second Partial Memorandum of Understanding (the “Second MOU”) dated as of June 17, 2015 is among Chelsea Solar LLC (“Chelsea” or “Petitioner”) and the Vermont Public Service Department (the “Department”). Petitioner and the Department are also referred to collectively herein as the “Parties” and individually as a “Party.”

PRELIMINARY STATEMENT

On June 19, 2014, Chelsea filed a petition and supporting testimony and exhibits with the Vermont Public Service Board (“Board”) requesting a certificate of public good (“CPG”) under 30 V.S.A. § 248 to install and operate a 2.0 MW solar electric generation facility to be located at 500 Apple Hill Road in Bennington, Vermont (“Project”).

On February 9, 2015, the Department and the Petitioner entered into a Partial Memorandum of Understanding resolving all outstanding issues between them related to the solar array portion of the Project (the “First MOU”).

The Department and the Petitioner have now resolved all outstanding issues between them related to that portion of the Project involving the Green Mountain Power distribution line extension and placement of utility poles on the Project site and south and east of the Project

(collectively, the “Line Extension”) and as such wish to memorialize their mutual understandings in this Second Partial Memorandum of Understanding and stipulate as to certain conditions, as set forth below.

STIPULATION

1. All prefiled testimony and exhibits, the First MOU, this Second MOU, and the Petition shall be admitted without objection as evidence in the proceeding. The terms and conditions of the First MOU and this Second MOU shall supersede any inconsistent prefiled testimony and exhibits. The Hearing Officer and the Board may rely on this evidence to issue findings of fact, conclusions of law and an Order and a Certificate of Public Good consistent with the Proposal for Decision submitted to the Board.
2. If the Vermont Agency of Natural Resources (“ANR”) requires any utility pole(s) within the Line Extension to be moved in connection with the agreement described in paragraph 4 of the Second Partial Memorandum of Understanding entered into as of the date hereof between the Petitioner and ANR, the Petitioner will not agree to such move without the consent of the Department if the Department objects to the movement based on aesthetic impacts of the proposed new location(s).
3. The parties agree to use their good faith efforts to request that GMP alter the current GMP line extension design to ensure that the portion of the line extension which begins at the Chelsea project and is comprised of GMP metering equipment including but not limited to meters, reclosers and physical disconnect switch mechanisms be ground mounted as opposed to placed above ground on utility poles (with the goal of reducing the number of poles used, and concomitantly reducing the visibility of those features of the project) so long as such

placement is consistent with good utility practice and does not significantly increase Petitioner's cost of interconnection.

4. The parties agree to use their good faith efforts to work with each other as well as the Vermont Agency of Transportation to investigate and implement visual mitigation in the form of landscape screening of the line extension corridor as visible from Route 7 and the Vermont Welcome Center. Petitioner agrees to pay up to \$5,000 for such mitigation measures that are allowed by the Vermont Agency of Transportation, following a consensus among the parties' aesthetics experts that the screening will provide beneficial aesthetic mitigation, so long as such measures do not significantly increase the cost of the project. The parties acknowledge that the Vermont Agency of Transportation, in its sole discretion, will control the maintenance of any such landscape screening. The parties acknowledge that this agreement relates solely to the Chelsea Solar Project and does not relate to the Apple Hill project which will be separately addressed by the parties.

5. This Stipulation represents an agreement among the Stipulating Parties with respect to the Project. It may be modified only upon the mutual written agreement by the Stipulating Parties, and is subject to any necessary Board approvals.

6. The Stipulating Parties agree that this Stipulation shall not be construed by any party or tribunal as having precedential impact on any future proceeding involving the Stipulating Parties, except as necessary to implement this Stipulation or to enforce an order of the Board resulting from this Stipulation.

7. The Stipulating Parties agree that this Stipulation should not be construed by any party or tribunal as having precedential or any other impact on any other proceedings involving

a different project, different subject matter, or other parties. With respect to such proceedings, the Stipulating Parties reserve the right to advocate positions that differ from those set forth in this Stipulation.

8. The Stipulating Parties agree that, should the Board fail to approve this Stipulation in all material aspects, the Stipulating Parties' agreements set forth herein shall terminate and the Stipulating Parties shall have the right to submit filings in this docket and the Stipulating Parties' agreements in this Stipulation shall not be construed by any party or tribunal as having precedential impact on any testimony or positions that may be advanced in these proceedings. Any disputes arising under this Stipulation shall be resolved by the Board under Vermont law.

[SIGNATURE PAGES TO FOLLOW]

Dated this 17th day of June, 2015.

CHELSEA SOLAR, LLC

By: 

Michael Melone, Esq.

VERMONT PUBLIC SERVICE DEPARTMENT

By: 