

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

CASE NUMBER 23-2221-INV

INVESTIGATION INTO THE CLEAN HEAT STANDARD
DEFAULT DELIVERY AGENT COSTS AND QUANTITIES

January 25, 2024
1:15 p.m.

Workshop held before the Vermont Public Utility
Commission via Go To Meeting on January 25, 2024,
beginning at 1:15 p.m.

P R E S E N T

COMMISSION MEMBERS:	Anthony Roisman, Chairman Margaret Cheney Riley Allen
STAFF MEMBERS:	Thomas Knauer Dominic Gatti Deirdre Morris

CAPITOL COURT REPORTERS, INC.
P.O. BOX 329
BURLINGTON, VERMONT 05402-0329
(802/800) 863-6067
E-mail: info@capitolcourtreporters.com

PARTICIPANTS

TJ Poor
Ben Bolaski
Henry Mauck
Dylan Giambatista
Brian Woods
Annette Smith
Jill Pfenning
Greg Morse
Donna Leban
John Brabant
Dave Westman
Thomas Weiss
Matthew Bakerpoole
Mary Bouchard
Haley Roe
Emily Roscoe
Victoria Underhill

1 MR. KNAUER: Good afternoon everyone.

2 This is a workshop in Case Number 23-2221-INV
3 regarding the Public Utility Commission's
4 investigation into the clean heat standard default
5 delivery agent costs and quantities.

6 My name is Tom Knauer and I'm the policy
7 director at the Commission and I will be running
8 today's workshop. I'm joined by Chair Roisman and
9 Commissioners Allen and Cheney will be joining us
10 momentarily. Also from the Commission we have
11 Deirdre Morris who is a policy analyst working on the
12 clean heat project and Dominic Gatti who is a
13 Department of Energy Clean Energy Fellow who is
14 embedded with the Commission.

15 We have two purposes for today's
16 workshop. First we will discuss participants'
17 filings regarding potential Default Delivery Agent
18 obligations, responsibilities, and the potential
19 number of default delivery agents. We have reviewed
20 those filings and we will have some questions that we
21 will ask of the filers as well as open floor to
22 discussion, and then the second purpose of today's
23 workshop will be to discuss the remainder of the
24 schedule for this case. As people are aware, the
25 Commission established a schedule in this proceeding

1 and then on December 18th granted an extension of the
2 filing deadline for the comments that are the subject
3 of today's workshop, and there was notice in that
4 December 18th order that participants should be
5 prepared to discuss the schedule at today's workshop.
6 So that's our plan for today.

7 Folks should be aware that today's
8 workshop is being transcribed by a court reporter and
9 a transcript of today's proceeding will be available
10 in ePUC. In order to help establish a clear record
11 please say your name each time that you speak and
12 also please refrain from talking over one another.

13 So having covered these preliminary
14 things I would like to begin by allowing attendees to
15 introduce themselves for the record, and if anyone
16 intends to record today's workshop please say so when
17 you introduce yourself and I will call on people in
18 the order that I see them on me screen. So first we
19 have Dylan Giambatista from Vermont Gas.

20 MR. MORSE: I'm going to jump in here.
21 This is Greg Morse from Vermont Gas on behalf of our
22 team. We do have Dylan Giambatista, Jill Pfenning,
23 and Mary Bouchard.

24 MR. KNAUER: All right. Welcome. Next
25 Brian Woods from ANR.

1 MR. WOODS: Yes. Thanks, Tom. Brian
2 Woods, Vermont Agency of Natural Resources.

3 MR. KNAUER: And Henry Mauck.

4 MR. MAUCK: Hello. My name is Henry
5 Mauck. I'm an attorney with the Department of Public
6 Service. Thanks.

7 MR. KNAUER: All right, and you can
8 introduce the rest of the Department team if you like
9 or I can call on them individually as you wish.

10 MR. MAUCK: Sure I'll go ahead. We have
11 TJ Poor who is director of planning for the
12 Department, and we also have Ben Bolaski and Matthew
13 Bakerpoole working for the Department, and those are
14 the only people from the Department that I'm aware of
15 here today, but if there are more they can speak up.
16 Thanks.

17 MR. KNAUER: Annette Smith.

18 MS. SMITH: Annette Smith from
19 Vermonters For a Clean Environment and I'm audio
20 recording this.

21 MR. KNAUER: Thank you. Dave Westman.

22 MR. WESTMAN: Good morning. Dave
23 Westman for VEIC, and today we're also joined by
24 Emily Roscoe and Haley Roe.

25 MR. KNAUER: Welcome to all. John

1 Brabant.

2 MR. BRABANT: Good afternoon. John
3 Brabant. I work at VCE and I'm also attending as a
4 member of the to-be-impacted public. Thank you.

5 MR. KNAUER: Donna Leban.

6 MS. LEBAN: Hi. Donna Leban. I'm an
7 independent consultant and reporting back not
8 necessarily representing AIA Vermont. Thank you.

9 MR. KNAUER: And on the phone we have
10 Thomas Weiss.

11 MR. WEISS: This is Thomas Weiss, party
12 to the proceeding.

13 MR. KNAUER: And I believe the last
14 person is Victoria Underhill.

15 MS. UNDERHILL: This is Victoria
16 Underhill with Urban Living Limited.

17 MR. KNAUER: Welcome. Have we missed
18 anyone? Don't think so. So let's get right into it.
19 So we received filings from the Department of Public
20 Service, Vermont Fuel Dealers, VEIC, Thomas Weiss,
21 and Vermont Gas and potentially some others as well.
22 I have questions for those folks who I just listed.
23 I know that my colleagues from the Commission also
24 have questions so I'm going to suggest that we focus
25 on each filer in turn. We'll ask questions. Welcome

1 lots of back and forth discussion with everyone who
2 is here today. Folks are invited to ask their own
3 questions. I'm really hoping this will be a back and
4 forth dialogue so that we can build a good record
5 that the Commission can use down the road when making
6 its determinations.

7 So I want to start with the comments
8 filed by the Department of Public Service. So one
9 point that the Department of Public Service made is
10 that it's conceivable to appoint the delivery agents
11 to deliver different clean heat measures or to
12 deliver them to different populations or market
13 segments, and the Department also I believe suggested
14 that the Commission should not assign default
15 delivery agents to deliver services already offered
16 through existing programs. So I have a question
17 about that last point. First I just want to invite
18 someone from the Department to kind of expand on that
19 thought where we shouldn't have DDAs offer services
20 already offered through existing programs.

21 MR. POOR: Sure. TJ Poor from the
22 Department and I'll just appreciate your forbearance
23 as I've recently started to become the lead on the
24 clean heat standard at the Department so I am
25 catching up a little bit as we go here, but on that

1 last point I think one of the concerns we're
2 flagging, and I'll invite others from the team here
3 to chime in, but is, for example, if we had the DDA
4 providing low income weatherization services and we
5 already have a really robust program for delivering
6 to that population that potential clean heat measure,
7 weatherization, right, and it would -- it would be --
8 appear to be administratively inefficient to overlap
9 that, and you would be having certain low income
10 customers getting different -- different types of
11 services that may or may not qualify under the clean
12 heat standard. So I think that overlap just creates
13 some inefficiency and I think that's a lot of the
14 genesis of that comment.

15 MR. KNAUER: So should I interpret the
16 Department's comment there to really focus more on
17 providing low income weatherization services or is it
18 broader to other potential clean heat measures?

19 MR. POOR: Well I think it is where
20 there's already statewide services I think it gets a
21 little more complicated when there's a -- more of a
22 competitive market for services, and so, you know, as
23 we develop in the clean heat standard market
24 weatherization we do have a program for that that
25 could expand, but there's also other entities that

1 could provide those services, and so I think we want
2 to be cautious on how we design the DDA, what we ask
3 them to do, so we're not undercutting some other
4 program that is already funded, and so I think we're,
5 one, thinking state funded programs already, but then
6 also we need to figure out how that works in the
7 context of something like tier three as well so which
8 is not state funded, but it's a state requirement.

9 MR. KNAUER: I'm trying to rationalize
10 this perspective. The question is what's left for a
11 DDA to do if they -- are we walling off services that
12 are already provided by efficiency utilities in the
13 thermal sector and saying the default to the free
14 agent would be precluded from having that within its
15 scope of work?

16 MR. POOR: I don't think so. You know
17 when I think about -- and maybe this is -- as we
18 refine this through discussion maybe it is a low
19 income focus, but we -- you know the low income
20 weatherization agencies right now are full capacity.
21 They have more money than they can spend right now.
22 Frankly I think that's -- that's true with our market
23 rate programs as well with all the federal funding,
24 and so if we were then to assign a DDA to do it, I'm
25 not sure what we would be getting out of that. So it

1 could be market and measure specific and provide some
2 nuance.

3 MR. KNAUER: All right. Any other --
4 Dominic, I saw you -- did you unmute yourself? Did
5 you have question on this?

6 MR. GATTI: Yes a followup question.
7 When we are thinking about the programs that might
8 need to be considered and possibly have DDAs not be
9 doing those activities, if a DDA is interested in
10 doing an activity it would be because under the clean
11 heat standard program it would be eligible to
12 generate a credit. If there are already state
13 programs that are engaging in these activities, my
14 current understanding is that wherever it comes from
15 it would still generate a credit. How would you
16 imagine the credits generated by something like the
17 existing low income weatherization program would make
18 their way into the overall credit system?

19 MR. POOR: Well those -- there's -- that
20 entity has ownership of the -- of the credits and I'm
21 not sure how far along the Commission is in the
22 tracking and reporting and verifying of credits
23 portion of the proceedings here, but, you know, if
24 there was a mechanism like the -- you know akin to
25 renewable energy credit tracking, then those credits

1 get applied to be verified by the Commission as
2 eligible credits and then they are able to be
3 purchased and sold and you can transfer them in the
4 tracking system to another entity with that
5 transaction happening on the side. So if a
6 weatherization agency, you know, said hey we have a
7 thousand credits from doing a thousand homes, then
8 the PUC says yes these types of credits are eligible
9 and they are in the system, and then the
10 weatherization agency could just transfer those to --
11 could be to a DDA or it could be to an obligated
12 entity that wants the credits. You know in that way
13 -- I guess I'll just continue on. In that way, you
14 know, a DDA could be providing an administrative
15 function I think where they are -- you know the
16 obligated entity may actually purchase from the DDA
17 those low income weatherization credits, but they
18 aren't implementing the program itself if that makes
19 sense. So drawing that -- drawing that line. So
20 weatherization essentially sells those credits to the
21 DDA and has it as a direct line to sell them to the
22 DDA that funds more low income weatherization and
23 then the DDA disburses those to obligated entities in
24 a separate transaction.

25 COMMISSIONER ALLEN: Can I follow up?

1 Riley Allen with the Commission. I'm just thinking
2 about what you're saying and I'm just wondering if in
3 fact what we're -- what we might end up doing is
4 actually relying on the weatherization agencies as
5 the effective DDA or whether having a separate DDA is
6 a, you know, necessary administrative component of
7 the framework that we create.

8 MR. POOR: Yeah I'm not sure if you were
9 looking for a response to that or not.

10 COMMISSIONER ALLEN: I would welcome
11 one, but if you're not able to respond, then I accept
12 that.

13 MR. POOR: I think we need to be careful
14 about providing -- we need to be careful about
15 tasking our weatherization agencies with another
16 administrative task, but I, you know, having the
17 weatherization agencies be kind of an automatic
18 portion of the low income requirement or a -- you
19 know a part of what a DDA could be we're definitely
20 worth considering. I see, Ben, you came on screen.
21 I don't know if you have anything to add on that.

22 MR. BOLASKI: Yeah I just was thinking
23 about it. You know obviously it's an interesting --
24 like you just said we don't want to overly burden the
25 weatherization agencies because they have got a lot

1 to do already, but, you know, low income
2 weatherization is quite complex, and I think when we
3 were thinking about this basically we wanted to -- we
4 didn't want to have a bunch of other entities
5 essentially competing with a -- with the funded
6 weatherization program because, you know, they kind
7 of already have their hands full as it were with the
8 responsibilities they are tasked with, but they also
9 do an extremely good job of weatherizing low income
10 folks. They have a robust quality control process.
11 I myself used to work in the low income
12 weatherization, one of the eight CAP agencies, so I'm
13 familiar with the process. So I think there could be
14 some value in having weatherization agencies kind of
15 in a role where they could provide the majority of,
16 you know, the LMI credits from weatherization
17 projects.

18 You know TJ just described a scenario
19 where they could essentially sell those credits, you
20 know, to more further fund the program. So yeah we
21 were just thinking about this construct of, you know,
22 they are kind of already the standard bearer for low
23 income weatherization, and increasing competition in
24 that space might -- might make things more
25 complicated than they need to be in that kind of

1 segment of the, you know, clean heat measure realm.

2 Yeah I mean that's what we were getting
3 at with those comments initially to your question,
4 Tom, was really we didn't want a whole bunch of other
5 folks, you know, in competition with the long
6 standing weatherization program I think. We wanted
7 to try to limit that because, you know, they are
8 doing a great job and it could further complicate
9 that space. So yeah that's kind of -- I just wanted
10 to make that point.

11 MR. KNAUER: Thank you. Chair Roisman.

12 CHAIRMAN ROISMAN: Thank you. At the
13 risk of wading into deep economic waters in which I
14 do not normally swim I'm a little puzzled by the
15 Department's position. I hear you saying you don't
16 want to complicate the life of the weatherization
17 people and I certainly agree with that and that their
18 work is very well done and quite competent and I
19 certainly agree with that. Why do you want to even
20 bring them into this? If the net effect of the
21 weatherization program is to take x amount of carbon
22 out of the system, then the burden that falls on
23 obligated parties across the board is lower. That
24 seems to me to be an automatic effect so that if we
25 know at any given year that there are going to be --

1 just pick a number -- a thousand gallons less propane
2 or fuel oil that has to be sold in Vermont, that
3 should just go to the benefit of the obligated
4 parties. If they aren't doing the weatherization and
5 somebody else is, why do we want to complicate it by
6 turning it into a credit and then having someone have
7 to buy the credit. That seems to me to be
8 complicating the system rather than simplifying the
9 system. Clean heat standard ought to be filling the
10 gap not replacing what's already there. So I'm
11 curious why you feel it's better to put the
12 weatherization program that already exists into the
13 clean heat standard process and get into this to me
14 unnecessarily complicated economic credit market.

15 MR. POOR: Well I think the idea there
16 is that if, you know, weatherization programs are
17 going forward and they do have, you know, federal
18 funding and small amount of state funding to move
19 forward, and if they get credit for that, then they
20 can actually get money to do more weatherization. So
21 it's not filling the gap, but it's doing more --
22 doing more weatherization, and so it then creates
23 kind of a revenue stream with the funding that they
24 already have, and the legislation I think directs,
25 you know, a number of the certain percentage of the

1 credits need to be -- to be installed measures like
2 weatherization and they also need to be low income,
3 and so there's a -- there's like a nexus of a number
4 of reasons there to -- to include low income.

5 MR. BOLASKI: Right and to add to TJ's
6 point basically where we're coming from is that, you
7 know, the weatherization program is already in these
8 low income households obviously weatherizing, but the
9 funding they receive is -- is largely earmarked
10 towards -- you know it's a very high load kind of
11 funding stream for them. They have to do a certain
12 amount of money towards only weatherization measures.
13 They have a certain pool of money they can do towards
14 energy efficiency upgrades for heating systems, for
15 example, and I think where we're coming at it from
16 when you have, you know, from our perspective we were
17 thinking of it there's not too many, you know, low --
18 low income folks going out on their own and buying
19 heat pumps you know. So in order to ensure that low
20 income -- the low income population is benefitting
21 from the technologies such as heat pumps, you know,
22 the low income weatherization program is kind of the
23 conduit through which to get that technology to those
24 -- to those people because it is a no cost program to
25 them, and further revenue streams by selling credits

1 could be used towards, you know, further adoption of
2 heat pump technology, for example, in a low income
3 house, you know, and they really are able to tie in a
4 large -- you know they do weatherization great, but
5 they also have a number of partners around the state
6 that do HVAC work, and so it's a really comprehensive
7 program that would allow in terms of a -- from an
8 equity standpoint it really allows the low income
9 population to access that technology and ensure that
10 it's actually going into their homes.

11 I think the obligated parties might have
12 a difficult time, you know, basically selling a heat
13 pump, for example, to a low income -- low income
14 population because that's not something that's really
15 happening a ton, you know, independent of the
16 weatherization program. It's the way we were
17 conceptualizing that.

18 CHAIRMAN ROISMAN: What I'm trying to
19 understand is why they are running this through this
20 extra step creating a credit, buying a credit,
21 selling a credit. The DDA gets money from the
22 obligated party. If they don't want to go through
23 the process of doing installation itself and I
24 understand why that is, although really -- we really
25 need to hear from the obligated parties about whether

1 they want to do that, that's a new business for them
2 and it can replace the fuel business and we're
3 waiting to hear all of that, but for the moment they
4 can just give the credit, whatever the cost of a
5 credit is at a particular time, they can give that
6 money to the DDA and the DDA can then decide do we
7 want to use the weatherization agency for that, do we
8 want to use some private entity that sprung up and
9 went into the business of fulfilling the
10 weatherization work.

11 What you're doing is you're creating
12 this whole credit system and driving all the money
13 into one agency and it both adds it seems to me a
14 complicated step, but it also narrows the number of
15 business opportunities for people who might want to
16 -- I mean it would be nice to have a private business
17 in Vermont or businesses that were doing
18 weatherization and were getting money from obligated
19 parties who don't want to try and do it themselves.
20 So I'm trying to understand why this suggestion is
21 coming from the Department to uniquely, one, create
22 this credit transaction, and, two, to send it only
23 into the weatherization people.

24 MR. POOR: So I think the credit
25 transaction is created by the structure of the clean

1 heat standard and I think normally -- I can
2 appreciate your question because normally I think we
3 are advocating for the market to compete to drive to
4 the lower -- lowest price and I think that's what
5 you're suggesting in terms of hey if somebody else
6 comes up maybe the DDA can, you know, give the --
7 that money to do low income weatherization to, you
8 know, you know, TJ Poor LLC, and the problem I think
9 with that is, and Ben you can probably speak clearer
10 to this than I can, but is that the work that's done
11 for low income weatherization is really comprehensive
12 and it is health and safety measures, it is, you
13 know, it's -- it is a social service with, you know,
14 energy as its core, and so what we don't want is the
15 clean heat standard to create a situation where TJ
16 Poor LLC like cuts off the energy savings and then
17 does it poorly and doesn't have the quality control
18 quality assurance that our weatherization programs
19 do, and, you know, we have the most confidence in
20 those weatherization programs. We don't think it's
21 viable to recreate the wheel. It would be great to
22 have other companies in the state doing this work,
23 but there's a reason that they don't. It's because
24 it's really expensive and it's really hard and that's
25 why it's fallen to government to manage it, and so I

1 think -- I think that's -- we're kind of recognizing
2 that reality and saying well let's not duplicate that
3 here in the clean heat standard.

4 MR. BOLASKI: Yeah I think you're spot
5 on, TJ. Yeah to add to that point I think, you know,
6 it's simply to really the point that it's very
7 expensive to weatherize a low income household, but
8 everything that comes along with it really is the
9 regulations that are in place from the Department of
10 Energy and the state weatherization agency or OEO
11 ensure is that low income households really get a
12 very comprehensive weatherization project done, and
13 to be clear low income weatherization project, if
14 we're going to kind of define that, is not simply
15 blowing cellulose into an attic and, you know,
16 insulating the band joist or joist in the basement.
17 You know we have households in Vermont that you know
18 I have personally weatherized they have, you know,
19 holes in the wall, no front door, you know, standing
20 water in the basement, combustible heating appliances
21 that are in very poor shape, you know, and in a lot
22 of cases dangerous. So the weatherization program is
23 able to really take it from -- you know solve all the
24 issues that would preclude a weatherization project
25 and, you know, solve all those and actually

1 weatherize and upgrade heating systems so, you know,
2 so that they are safe.

3 So I think yeah like TJ said it's kind
4 of a -- we were thinking that it's -- we don't really
5 want to reinvent the wheel in that case, and to my
6 knowledge I don't know if there's a lot of
7 weatherization of low income households going on
8 outside of the weatherization agencies, you know,
9 because of course outside of that is the -- the folks
10 would have to pay for it, but, you know, we're
11 thinking from an equity perspective the quality
12 control that's in place and the weatherization
13 agencies is really -- is topnotch and would make sure
14 that the folks in at the lower end of the income
15 scale are getting a fair shake and are left with a
16 product that is a healthier home and ultimately less
17 costly to run and upkeep. So that's where we're
18 coming at it from that perspective.

19 MR. KNAUER: Donna, go ahead.

20 MS. LEBAN: Just a -- I mean I love this
21 discussion. I'm just curious as to since the --
22 since the OEO model works so well how do we think
23 about applying that same model to moderate income
24 because it's just like, you know, I've worked in
25 efficiency programs before and, you know, expecting

1 people to, you know, shell out a lot of money and
2 then get measures done and then get reimbursed for
3 it, it cuts out a huge percentage of the people who
4 would probably be doing something, and the great
5 thing about the weatherization model is, you know, it
6 kind of takes away the transactional element. You
7 know a lot of moderate income people really don't
8 understand what's wrong with their houses or how to
9 be more efficient, and you know just telling them how
10 to do it doesn't really get you there. You know it's
11 just the weatherization model it kind of -- it does
12 the work and they are better off as soon as it's
13 done, and I just think we want to keep focusing on a
14 model because that's what's going to be effective.

15 You know the efficiency programs have
16 been -- have been good for people who have a lot of
17 motivation or who are doing things that are really
18 simple, but a lot of -- a lot of -- a lot of
19 weatherization work is not that simple and fuel
20 switching is for many people really major. So just
21 kind of wanted to put that opinion out there that I
22 think you got to keep this as simple as possible.
23 Whether it involves credits or not I don't care. You
24 know I would like just to keep it really simple
25 because I've seen programs in the past you can build

1 a little bit of resentment on the part of people who
2 are delivering measures to have an entity, you know,
3 which is keeping a fair amount of administrative
4 costs in their pocket and then delivering a fairly
5 small percentage of that money to the people who are
6 delivering the measures and then having people having
7 to pay for the remainder of those costs. I think
8 it's more efficient if it can be more direct -- the
9 spending can be a little more direct on measures. My
10 two cents.

11 MR. KNAUER: Thank you. So just
12 invitation to workshop participants at any time that
13 you want to speak please do as Annette Smith has just
14 done or raise your hand or turn on your camera or
15 unmute yourself. Please go ahead, Annette.

16 MS. SMITH: The more I learn about this
17 the more complicated it gets. So having listened to
18 the legislative testimony the purpose of the clean
19 heat standard is to reduce fossil fuel consumption
20 and encourage the fuel dealers to change their
21 business model so that they are doing the things that
22 the clean heat standard wants them to do, and as I
23 listen I thought Chair Roisman's question was a
24 really good question. As I listened to the
25 discussion it seems like we have all these entities

1 that aren't involved in fossil fuels who are doing
2 weatherization who are already selling heat pumps who
3 are going to be generating lots and lots and lots of
4 credits, but it's the fuel dealers who are obligated
5 to own them which means it's going to drive up the
6 price of fuel tremendously. More than I had realized
7 for the remaining customers. So I really don't
8 understand how this is going to work. I'm sorry my
9 comment is probably not helpful except to say I agree
10 that keeping this as simple as possible is desired.

11 MR. KNAUER: Thank you for the comment
12 and no need to apologize that it may not have been
13 directly in line with what we were just discussing.
14 You know all comments are apt and appreciate people
15 continuing to voice what they are seeing.

16 So I'm going to move on to my next
17 question for the Department. This is -- relates to
18 kind of an -- almost a question that the Department
19 asked, but it was a point/question. So I'm going to
20 raise this to the entire group to discuss and that is
21 you know in a scenario where we have more than one
22 default delivery agent whether the clean heat credit
23 price charged to obligated parties should be
24 consistent across those DDAs or whether they can be
25 different. If the Department has a thought on that

1 welcome or if other folks want to weigh in on that,
2 please go ahead and I see Matt Cota has raised his
3 hand.

4 MR. COTA: The question was to the
5 Department so I don't speak for the Department.

6 MR. KNAUER: Go ahead.

7 MR. COTA: So it's my understanding that
8 the DDA would be the ceiling of the credit price, and
9 please correct me if I'm misunderstanding this, but I
10 understand through the process that the DDA becomes
11 the credit for the obligated party of last resort and
12 it becomes set in terms of pricing discovery tool in
13 that. There are all sorts of measures that would
14 qualify for credits and the TAG working with staff,
15 the consultants, and the PUC will develop that to
16 determine which energy product or energy service
17 reduces greenhouse gas emissions and then receives a
18 commensurate amount of credits which is to be
19 required by the obligated parties in accordance with
20 reaching the mandates of the Act.

21 The question we always had throughout it
22 okay how do you set that price discovery function so
23 I know whether to invest in this as an obligated
24 party in this sort of energy product or this service,
25 and it was thought that the DDA price would be

1 uniform and it would be -- it would essentially be in
2 the investment in a clean heat fuel or clean energy
3 service is more for me the obligated party than what
4 the DDA set prices which is set by the PUC, well then
5 I'm just -- that was okay with the DDA, but if I can
6 figure out how to utilize my company to generate
7 credits to reduce my obligations and then that is a
8 cost benefit than just paying the DDA, then we have
9 that opportunity to do that as well.

10 I think it's really important that we
11 have that opportunity because if we were very
12 successful at transforming this marketplace so that
13 all the obligated parties become financially viable
14 by reducing the sales of their core product because
15 that's the gambit here, the DDA becomes completely
16 unnecessary. So it was my understanding that if the
17 DDA is set the price of the credit that you pay to
18 the DDA instead of an alternative compliance payment
19 it is set by the PUC then that would be the same no
20 matter if there was 20 different DDAs, and the DDA
21 price and the DDA payments from the obligated parties
22 will -- because of the legislation that's set up so
23 that a third of our credits from the obligated
24 parties have to come from low and moderate Vermonters
25 as stated before some of the more difficult, as Donna

1 excellently stated, some of the more difficult areas
2 for us to obtain credits. We can sell a bunch of
3 heat pumps to people in 3,000 square foot homes, but
4 being able to convince someone of more modest means
5 to weatherize or install a five or six thousand
6 dollar piece of equipment. So for obligated parties
7 we can handle the two-thirds. It's the one-third we
8 may not be able to do even if we wanted to because we
9 don't have that capacity, and then that would be the
10 burden or responsibilities of the DDA based on the
11 price that the PUC sets. Now if I have any of this
12 wrong, please clarify. Thank you very much.

13 MR. KNAUER: Yeah so Matt a lot to be
14 determined as you well know, but I wouldn't disagree
15 with anything that you just said. Functionally
16 probably the DDA price would be a ceiling, but I
17 don't think like the PUC would mandate that it be a
18 ceiling you know. The obligated party could choose
19 to do work on its own even if its cost was more than
20 a DDA for whatever reason; relationships with its
21 customers, you know, what have you.

22 MR. COTA: Very true. Sorry about that.
23 Clarify someone could spend more than the DDA.
24 There's not the profit motivation to do so. It might
25 be a different motivation.

1 MR. KNAUER: Okay. Anyone else want to
2 pick up this thread of whether in a scenario where
3 there's multiple DDAs there should be a common per
4 credit cost?

5 COMMISSIONER ALLEN: TJ is trying to
6 jump in.

7 MR. POOR: Just to reiterate our
8 comments a little bit as we think there should be a
9 consistent price. You know another thing that --
10 another unintended impact of inconsistent prices for
11 DDAs that would drive the obligated entity to go for
12 the lowest price, and that, you know, depending on
13 what that DDA is offering it could just drive a
14 result that may or may not be good for Vermonters,
15 right. You know in terms of a mix of measures and
16 kind of long term stable program it could just start
17 to drive -- it will drive all the participation in
18 the DDA to that lower price DDA, and so they have all
19 got to be at one price I think.

20 MR. KNAUER: Thomas Weiss, I see that
21 you are unmuted.

22 MR. WEISS: I am. This is Thomas Weiss
23 and I think that -- let me start. I believe that the
24 credit -- the cost of the per credit or the per
25 credit amount is based on a certain amount of

1 presumption of carbon dioxide equivalent reductions
2 and I think it is appropriate that all DDAs have
3 their costs or they are assigned the same credit
4 cost, and that would I guess create some competition
5 among the DDAs for getting lower costs that if they
6 can -- I think I'm working in a circle here or
7 backwards or away from where I want to go -- I think
8 I'll leave it there. I think they should have -- all
9 have the same credit price and then any differences
10 in what they are providing would be reflected by the
11 actual carbon dioxide equivalent reductions of the
12 measures they are offering.

13 MR. KNAUER: Thank you, Mr. Weiss. Greg
14 Morse.

15 MR. MORSE: Hi Greg Morse VGS. I think
16 we just wanted to make the point that we believe
17 fixing the costs for the DDA is actually more likely
18 to stifle competition. I don't think I understand
19 what would drive a DDA to offer the lowest price
20 possible if the costs are all fixed. So we want to
21 advocate for a market structure that allows for the
22 achievement of the lowest -- the highest amount of
23 reduction at the lowest cost and giving every DDA the
24 same price doesn't seem to me to do that. Thank you.

25 COMMISSIONER ALLEN: Tom, can I follow

1 up on that?

2 MR. KNAUER: Yes you can and then
3 Commissioner Allen wanted to jump in and then Dave
4 Westman and then Thomas Weiss.

5 COMMISSIONER ALLEN: So I just want to
6 follow up on I think it was Mr. Morse from Vermont
7 Gas and I just want to tease out something. In my
8 mind you could have potentially multiple DDAs and
9 potentially kind of add some measure of, you know,
10 competition between those DDAs although I'm not -- I
11 don't want to go too far down that track, but in my
12 mind if there were DDAs that are more kind of
13 technology specific or market specific, in my mind
14 you want to let the -- there would be room for the
15 credit prices to actually reflect the differential
16 character of services that are being delivered,
17 carbon reduction change, and you might be able to
18 actually achieve both that competitive dynamic that
19 you're alluding to and you know recognize that there
20 is, you know, common thread in the carbon reduction
21 objectives by creating in essence a backstop that
22 allows, you know, essentially the credits for
23 different DDAs to float with the underlying character
24 of the costs. I'll stop there. It's a bit of an
25 ungainly question, but hopefully you get the gist of

1 what I'm suggesting.

2 MR. MORSE: Yes sure. Thank you for
3 that question. I think we mostly agree that the
4 different types of measures and the different
5 classifications of credit category would result in
6 different prices for those different units, and we
7 would advocate that those different characteristics
8 flow through from the DDA to the credit price paid by
9 the OPs.

10 MR. KNAUER: Dave Westman.

11 MR. WESTMAN: Thank you. Yeah in the
12 spirit of the workshop setting this is a little bit
13 just responding in realtime and so I'll speak in
14 draft form and hope to be -- hope to be clear. From
15 the perspective -- and, I'm sorry, Dave Westman VEIC.
16 From the perspective we filed our comments are that
17 the clean heat credit market is where credit
18 formation happens in a competitive environment where
19 the lowest credit is sold, lowest price credit is
20 sold to an obligated party, and if an obligated party
21 has a ready or available source of low price credits,
22 then they can put forward a plan to the PUC to opt
23 out of the DDA service, and so we think of the DDA
24 service as being in a sense a form of regulated
25 service by the utility commission, and so I would not

1 think that competition among DDAs would therefore be
2 desirable just simply because forms of regulated
3 service are generally not in competition with each
4 other. It's the same reason why utilities don't have
5 overlapping service territory.

6 So that's my sort of off the top
7 reaction to this conversation, and then the last
8 point that I wanted to raise is that the DDA would
9 have a specific cost. That cost would be submitted
10 as part of a plan, and so I think that's partially
11 what we're here in this workshop today is identifying
12 what plans are needed for DDA services.

13 Now obviously there are, you know, we
14 filed our comments and we used weatherization as an
15 example, but it certainly doesn't have to be limited
16 to weatherization services alone. DDA can provide
17 multiple services, but nonetheless a plan that would
18 be advanced would have a cost associated with it.
19 That cost would then be made public and then
20 obligated parties have the opportunity to opt in or
21 out of that plan and that would affect the cost and
22 the Department raised very important comments on that
23 process as well. So there -- I'll leave my comments
24 there for now.

25 MR. KNAUER: Thank you, Dave. So I'm

1 going to call on people in the order that I see them.
2 We've got Thomas Weiss, Matt Cota, TJ Poor, and then
3 Commissioner Allen I believe.

4 MR. WEISS: This is Thomas Weiss again.
5 First of all, I'm not clear on who sets the credit
6 cost. I think the PUC sets the credit cost and
7 assigns it to the DDA and I would like some
8 clarification on that at some point along the line.

9 My comment on this discussion is I don't
10 see that it makes much difference whether the DDAs
11 all get the same credit cost or whether some get
12 different ones. I have a feeling that the market
13 will drive people to select the lower price credits
14 they choose to go through the DDA. So if there's a
15 credit price differential for the same amount of CO2
16 equivalent reduction, then the higher price DDAs
17 would not get as much business as the lower cost DDAs
18 because the obligated parties have to pay whatever
19 amount it is to the DDA, and Matt Cota may have some
20 more opinion on this, but I would think the obligated
21 parties would tend to go to the lower cost DDAs to
22 begin with and then as those lower cost measures are
23 basically all installed start going up to the higher
24 cost measures. That's my comment.

25 MR. KNAUER: Thank you. Go ahead, Matt.

1 MR. COTA: Just like to say that I agree
2 with almost everything that David Westman just said.
3 I think it's very important that the DDA, whether
4 there's one or two, be a statewide entity. You can
5 be in a situation where fuel dealers are not
6 regulated. We are competitive. You can see a
7 situation where a fuel dealer is in Bennington County
8 would be paying a DDA in Burlington -- in Chittenden
9 County and none of the people in Bennington would be
10 getting any of the benefit of the greenhouse gas
11 emissions only higher prices. I think it's important
12 that the legislative intent be statewide.

13 Second, the DDA price setting will be
14 determined by the PUC. Whoever wants to be the DDA
15 will have to say I can deliver these services at this
16 price and the PUC will determine whether or not
17 that's the accurate price. That's my understanding,
18 but the one thing I disagree with with Mr. Westman is
19 that we're not going to come up with a plan. We're
20 going to come up with a bill and that's going to be
21 when we register on June 31st of this year and
22 hopefully July 1st the following years, but based on
23 our prior gallons we will know whether or not we have
24 obtained through the work we have done ourselves as
25 obligated entities that can perform clean heat

1 services and sell clean heat products or whether we
2 partnered or bought in a credit market those credits
3 or whether or not we come up short. In other words,
4 there will be some companies that both buy credits
5 through the DDA at a set price as determined by the
6 PUC and also obtaining or generating their own
7 credits. That's the point of this legislation. If
8 it were simply a tax or a fee to fund an efficiency
9 utility to do this work, the Legislature would have
10 done that. They did not. They created this
11 complicated system, left it to sort out for the PUC,
12 and if this works companies will do both. They will
13 see how many credits they can generate below that
14 fixed price the PUC creates for the DDA price and
15 where they come up short. If they come up short,
16 they will write a check. If those credits are those
17 that must be obtained by low and moderate income
18 Vermonters, the DDA will have the burden and the
19 responsibility to ensure that the monies that they
20 collect from the obligated parties that can't meet
21 their own credit obligations will ascribe measures in
22 those homes.

23 MR. KNAUER: TJ you're next if you still
24 have a point.

25 MR. POOR: Sorry I thought I took my

1 hand down. Mr. Westman said a lot of what I was
2 going to say. Thank you.

3 MR. KNAUER: Commissioner Allen.

4 COMMISSIONER ALLEN: Yeah so maybe I'm
5 -- given the weight of countervailing voices I may be
6 playing the role of the devil's advocate, but I in my
7 mind having, you know, a set price for the credits is
8 not -- doesn't necessarily obviate the potential for
9 infusing in some measure of a competitive dynamic,
10 but putting that aside for the moment in my mind you
11 could, if it were rationale, I think the legislation
12 even if they were contemplating statewide DDA, you
13 know I think it allows for the creation of more than
14 one DDA if it's more efficient or sensible to do
15 that; and just as we have multiple regulated monopoly
16 utilities in the state with different price levels
17 you could have potentially multiple DDAs and have
18 different -- essentially different determinations
19 related to credits and the like, but in my mind there
20 -- you know the services that we're talking about are
21 really creating in essence a backstop service not
22 necessarily creating a monopoly. In fact, if
23 anything, I think there is you know -- I think what
24 is contemplated is creating a backstop with a
25 competitive dynamic, but in my mind it doesn't have

1 to be a statewide entity, and I don't think you know
2 given some of these other services that we can
3 regulate and set price levels for sometimes is a
4 backstop, like standard offer program, there's still
5 some opportunities for infusing some measure of a
6 competitive dynamic. So I guess that's just sort of
7 a statement and I wouldn't mind Dave or others kind
8 of pushing back on that if they see it very
9 differently.

10 MR. KNAUER: As Dave is thinking about
11 whether he wants to respond, Donna I see that you
12 have popped up.

13 MS. LEBAN: This is actually a question
14 that I've been considering for a while trying to
15 understand how the DDA could function as, you know,
16 it seems some entities are measure installation
17 oriented. They install, warranty their work. You
18 know they are responsible for the work that's done,
19 and then, you know, others, you know, like the
20 efficiency utility are more of an administrator. You
21 know they offer other services, but they do not
22 directly install and they definitely don't warranty
23 anything themselves, and I've always been concerned
24 about the efficiency utilities' role in being an
25 administrator and not a very transparent

1 administrator both of how -- of how, you know,
2 resources get spent.

3 So I guess I would like -- I would just
4 like to learn a little bit more about how -- how a
5 DDA that's more of an administrator could be working
6 alongside DDAs that are, you know, really
7 installation and you know very much more customer
8 oriented in that they are the direct service provider
9 because I have had trouble really understanding that
10 for a while.

11 MR. KNAUER: Donna, I have a question.
12 Are you wondering how those two different types of
13 entities could co-exist in the same program?

14 MS. LEBAN: Well yes. It seems like
15 they are not necessarily able to provide things in
16 the same way, you know, because, you know, I read
17 some -- some of Efficiency Vermont's materials about
18 all the additional services they could provide. Yes
19 they can provide a lot of administrative things and
20 even training and all sorts of other things that
21 aren't necessarily critical to the -- you know to the
22 clean heat standard. They are critical features of
23 the energy efficiency environment in the state, but
24 they are not necessarily critical to the clean heat
25 standard, and you know so why you would have an

1 entity that already is providing those services
2 competing alongside installation contractors who
3 could also deliver -- who can deliver the services
4 directly as opposed to underneath something, an
5 administrative function, like why do we need the
6 higher level of administrative functions when I think
7 a lot of the public trust is going to be determined
8 by, you know, how much of this money actually gets
9 spent creating actual carbon savings, you know,
10 because training is something that has to happen
11 anyway and it really probably doesn't belong in this
12 -- in this program. I mean, you know, there's
13 efforts of certifying contractors which really have
14 to be done statewide for all sorts of other reasons
15 and I don't think they belong. They don't belong
16 under this -- under this program.

17 MR. KNAUER: Dave, thank you for waiting
18 and, Matt, looks like you have a comment as well
19 afterward. Dave, you're muted.

20 MR. WESTMAN: Thank you, Tom. I was
21 actually just saying thank you for navigating all of
22 these comments and helping us stay organized in this
23 discussion. I'm going to first respond to
24 Commissioner Allen's question and then speak briefly
25 to Donna's last question about what is the role of

1 the administrator and what is the administrative
2 function for a DDA over the direct install. We
3 address that briefly in our comments as well.

4 So on Commissioner Allen's question
5 generally speaking I was taking that to be a question
6 of why not have multiple DDAs identified by the
7 Commission and have those DDAs presented at
8 essentially different prices, and I guess the short
9 answer would be that it's hard to see how that would
10 work in the process as we've read it in the statute
11 because if a -- if a DDA has a lower price than a
12 different -- than a second DDA, then everyone is just
13 going to go with that first DDA and the second DDA
14 then becomes a sort of superfluous or non-material
15 designation because they wouldn't actually receive
16 any incremental funds and so that second DDA
17 essentially doesn't do any services. So that, you
18 know, that is my -- that is our understanding of it
19 is that if there were multiple DDAs there -- out
20 there, presumably the obligated parties would have
21 the opportunity to choose which ones they were taking
22 advantage of and, you know, similar to Mr. Cota's
23 comments I think that's actually supposed to be the
24 role of the competitive market where market based
25 credit formation can be done at a price that is

1 cheaper and more -- and that's what the obligated
2 parties will choose to reach their compliance costs
3 with, and so the DDA is sort of, as we've understood
4 it to be, the backstop.

5 The question that Donna raised I think
6 is -- I actually really resonated with TJ's earlier
7 comments on the value of the weatherization
8 assistance program and that set of criteria and the
9 standards that go into that. So presumably the DDA
10 service is doing something that is relatively
11 complicated. Something that a direct installer
12 probably can't do because I would think a direct
13 installer would want to go into the market and try to
14 sell credits at the competitive pricing rather than
15 to go through the complicated time and investment and
16 resources to get a DDA appointment and therefore go
17 through the process of fixing a price. That is our
18 assumption and that the administrative act of a DDA
19 has more on its plate than simply a direct install of
20 a specific technology. We see it as being probably a
21 market uplift opportunity because again if the clean
22 heat standard -- I'm sorry. If the thermal sector
23 were achieving reductions that the rate of the Global
24 Warming Solutions Act requires, then the clean heat
25 standard wouldn't have been passed and so presumably

1 the DDA is there to do the hard work which is more
2 than just a direct install opportunity.

3 MR. KNAUER: Thank you, Dave. We have
4 Matt Cota and Chair Roisman.

5 MR. COTA: Just to go on what David said
6 I am not going to offer my opinion on why the clean
7 heat standard passed, but I have one. I agree with
8 his assessment that DDA is the backstop. Pull back
9 here. In a perfect world no money changes hands. No
10 consumers get a rebate or incentive or discount and
11 no obligated party in a perfect world. As the system
12 is designed we can transform our businesses as fuel
13 sellers, sell renewable fuels, and transform our work
14 force in order to provide services that reduce
15 greenhouse gas emissions and to meet the obligations
16 set by the PUC in response to the mandates of Global
17 Warming Solutions Act. That could happen. It won't.
18 So that's why the DDA was created recognizing that
19 there will be some companies that cannot or will not
20 earn enough credits to satisfy their obligations at
21 the end of the year and that's why we have the DDA as
22 the entity of last resort as the price discovery
23 mechanism so we know what different competitive
24 things that we can do under that price in order to
25 achieve the credits that we're obligated to achieve

1 while also doing the things that the Legislature or
2 the clean heat standard intended which is greenhouse
3 gas reductions. So whether there's one, two, or
4 three DDAs it's going to be an incredibly difficult
5 challenge for them to pick up what we don't do
6 because that's what you're going to get. A DDA is
7 going to get all of the different credits that we
8 couldn't obtain to meet our obligation, and quite
9 frankly those will likely be those that have the
10 least amount of money to make a transformation,
11 whether it's investing in weatherization or a new
12 heating appliance they will be the ones that we can't
13 obtain those credits for. We will just pay for
14 someone else to comply. That will be the DDA at the
15 set price that we're told that is set by the PUC.

16 I know I sound I'm blue in my face, but
17 this is -- this is -- this is how I envision it
18 working on behalf of those that are both earning
19 credits by performing these clean heat services and
20 supplying clean heat products and those obligated to
21 obtain those or also make an alternative payment this
22 is what they are basing -- preliminarily basing their
23 business models around; if this passes how will we
24 comply, will we simply write a check to the DDA based
25 on the price that the PUC is going to tell us, or are

1 we going to do x, y, and z that will obtain credits
2 so that we can lower obligations. We don't have to
3 write a check to a DDA or the check that we write to
4 a DDA is smaller. Thanks.

5 MR. KNAUER: Tony, you're up.

6 CHAIRMAN ROISMAN: The discussion about
7 whether there's one or more DDAs has turned on only
8 dollars, but it has disregarded service. Matt Cota
9 talked about the fact that fuel dealers want to have
10 whatever credits they have to buy, if you will, from
11 the DDA delivered more to their customer base. They
12 might want to have the credit number be a little
13 higher if it means that the people who they for other
14 reasons want to do business with or that their
15 customers want to trust to come into their homes and
16 do things than the lowest price.

17 So I don't think we should assume that
18 only dollars will decide the outcome and that the
19 DDAs, even if the price of the credit is exactly the
20 same, will not be competing with each other on
21 something else. Look at all the regulated industries
22 that provide the, I quote, identical service at the
23 same price who compete with each other on something
24 else. So I don't see a problem with us having
25 multiple DDAs and I very much hope that Matt Cota's

1 scenario is not just a pie in the sky. I mean to me
2 the ultimate outcome is that a viable industry made
3 up of people who used to be in the fuel delivery
4 business arrives in Vermont and the fuel dealers
5 continue to survive financially in a different form
6 of business that they have connection to and an
7 interest in, and that there isn't some DDA that's out
8 there. You remember the DDA that gets credit money
9 has to go out into the marketplace some place and buy
10 the service that the credit is supposed to be
11 getting. Most efficient system would be to not have
12 to go through all of the bells and whistles of the
13 clean heat standard and just have what Matt Cota
14 described. I agree with him it is probably not going
15 to happen all by itself and there will be a need for
16 a DDA or DDAs, but I don't think we should measure
17 only on what the economic cost is. I think that
18 there are values involved.

19 MR. KNAUER: I'm going to move us along
20 to my next question still on pivoting off the
21 Department's filed comments and it's an interesting
22 question. What happens if the DDA's credit cost
23 changes as a result of obligated parties' elections?
24 Does the credit cost still need to be honored? I'm
25 going to expand on this just so folks can -- the

1 Department can correct me if I'm wrong and hopefully
2 this will help illustrate for all involved the DDA
3 needs to say here's what I can deliver a credit at.
4 Once the Commission, you know, sets that number
5 obligated parties have 120 days under the statute to
6 decide whether they want to use that or file their
7 own plan. When the DDA learns of how many obligated
8 parties are going to participate in its services,
9 presumably under the scenario the Department was
10 talking about if the number of obligated parties who
11 would like to participate in the DDA services is a
12 lot less but there's still some fixed costs, you
13 know, the per credit cost might go up and my -- my
14 laying this out right, TJ, and you know if that per
15 credit cost goes up, you know, what do we do in that
16 scenario. Does the DDA need to honor the initial bit
17 for lack of a better term? Matt, I see that you're
18 ready to react to this.

19 MR. COTA: Yeah I just -- I just want to
20 reiterate the importance of the price function of the
21 DDA to the PUC. A decision is going to be made at
22 some point where the PUC assigns a credit cost to the
23 DDA and that will be how 250 million gallons of
24 heating fuel will be priced for the next one, two,
25 three years. I believe it's a three-year interval if

1 I'm correct. So this price is critical and it's
2 critical that that number holds. Fuel dealers are
3 buying 9, 18 months in advance their product for the
4 coming winter. Only a few of them drive under the
5 rack and pay the day they buy it. Many of them are
6 hedging. They are making contracts. So to have the
7 DDA price change midstream after they have bought
8 their fuel for the next two years or portions of
9 their fuel for the next two years will have a
10 dramatic impact on the price customers pay. So can
11 they sell -- earn credits below the DDA price by
12 earning them, yes, but the function of the DDA and
13 the price discovery mechanism the PUC sets on that
14 credit price that the DDA will collect the obligated
15 parties cannot show credits is super important that
16 it stay like a contract. Like our contract that we
17 have to honor it should stay, and once we know that
18 price, say it's -- say it's a gallon of fossil
19 heating fuel you sell it's 10 cents, that's 25
20 million dollars we have to figure out. Obligated
21 parties are going to have to collect that on their
22 own, try to figure out how to come up with that money
23 and they don't do it if it changes midstream. They
24 are going to need at least 18 months of advance
25 notice if that DDA price changes, and if they don't,

1 you're going to have chaos in the marketplace where
2 fuel dealers aren't going to be able to obtain credit
3 in order to deliver the fuel because their prices
4 have changed, they have no control over, and that
5 would be the DDA price and they have no hedging way
6 they can hedge that DDA price because they were told
7 it's 10 cents a gallon and then they realize 10 cents
8 a gallon isn't going to get the job done we're going
9 to have to make it 20 cents a gallon. They are not
10 going to be able to hedge that and we're talking
11 about an essential commodity that people need to stay
12 warm in the winter. This isn't a luxury. So you set
13 the DDA price. It stays until there's advance notice
14 you're changing the price. It's got to be at least
15 18 months.

16 MR. KNAUER: Commissioner Allen.

17 COMMISSIONER ALLEN: I just wanted to
18 probe that a little bit more with Matt because in my
19 mind it's really a rolling 18 months. I mean time
20 goes by and the market conditions are constantly
21 changing. Are you suggesting that we should be
22 setting and then resetting a price on for an 18 month
23 period or that it should be rolling? Is 18 months
24 really the number that you are advocating now or is
25 that something that could change with, you know,

1 essentially further reflection. As you point out
2 there are different dealers that are essentially, you
3 know, purchasing fuels and making commitments under a
4 different time frame. Not all of them are
5 necessarily committing to an 18 month purchase of
6 fuel.

7 MR. COTA: It was my understanding that
8 it was three years. That the DDA would present an
9 action plan for delivering credits for three years,
10 and that I am under the assumption is where the PUC
11 then would set the DDA comes forward with a plan and
12 says I can deliver these services at reduced
13 greenhouse gas -- reduce this amount of greenhouse
14 gas emissions and we need x in order to -- amount of
15 dollars in order to perform these services. Well
16 then it's a simple translation to figure out how many
17 credits would be needed by the obligated parties in
18 order to supply the funds in order to do that. So --
19 and that's how we're going to set our prices for the
20 next three years. Every fuel company is going to say
21 what's the DDA price, what's the ceiling, what's the
22 most amount of money I'll pay per gallon based on the
23 DDA plan that was approved by the PUC, and then they
24 will say can we have an opportunity in the
25 competitive marketplace to deliver services below

1 that price, and if they can't, then they will pay it,
2 but they will know what it is and that's the most
3 important thing here. Most important thing going
4 into the winter is that the prior year the DDA price
5 has been set and they know full well what that new
6 cost is. Similar to taxes. We have a tax that goes
7 up. It doesn't go up the day it's passed. There's a
8 lag time. Now for a fuel tax it's a penny, it's two
9 pennies, but if the DDA comes in and says you know
10 what we undersold it, we're going to need a whole lot
11 more than the equivalent of ten cents a gallon, we're
12 going to need 30 cents a gallon, that fundamentally
13 changes the market -- it doesn't change the market,
14 but in a market in which you have leakage it will
15 have leakage. It makes it very problematic for
16 companies to avoid the enforcement that the PUC is
17 going to cover before that gap is spread. When it's
18 two cents a gallon, even ten cents a gallon you can
19 understand it, but you change the price in the middle
20 of contracts and prebuys that we are obligated under
21 the law to deliver at the set price, if our costs
22 change, price of diesel goes up, cost of labor goes
23 up, we have to honor that price so should the PUC
24 with the DDA price.

25 COMMISSIONER ALLEN: Thanks, Matt.

1 MR. KNAUER: Commissioner Cheney
2 followed by Dave Westman.

3 COMMISSIONER CHENEY: Follow up for
4 Matt. Under that scenario I'm trying to imagine on a
5 practical basis it's a three-year window. Then would
6 you imagine that the price for the next three years
7 would need to be set during the middle of that
8 current three years not at the end in this initial
9 initiation of a second cycle?

10 MR. COTA: That's exactly right. So --
11 so we would need to know 18 months ahead what the
12 price will be after 18 so we can start planning and
13 purchasing, but the other part of that equation is we
14 also understand this. The early credits are going to
15 be the cheapest credits. As our gallons go down and
16 all of the early adopters go away it's going to get
17 -- we understand that in order to achieve the
18 mandates of the Global Warming Solutions Act I would
19 imagine the PUC will be in a position three years
20 from now if this becomes law where that -- that
21 credit or that DDA price, that ceiling, the highest
22 cost we'll pay for a credit because we'll try to do
23 all these things underneath that ceiling, that
24 ceiling will go up as we go along necessitating the
25 need, as you said, for that advance notice at 18

1 months. Say okay once we hit 2027 through 2030 the
2 DDA price will be this. We need to know that in late
3 2025 or early 2026.

4 MR. KNAUER: Dave Westman.

5 MR. WESTMAN: Thanks, Tom. I guess the
6 point that Matt is making is sort of well taken.
7 Nonetheless for a DDA to have a substantial portion
8 of its anticipated costs being spread out over an
9 estimated number of projects the requirement is to
10 develop a plan based on potential study, and
11 presumably that potential study would necessitate a
12 level of market uplift and various activities, but
13 generally you would have a finite number of projects
14 that the DDA anticipates completing and it would
15 balance its costs out over all of those -- all of
16 those call it credit forming projects.

17 If that number of credit forming
18 projects gets cut in half after parties have opted
19 out of the DDA opportunity, then that puts the DDA in
20 a potentially impossible situation of trying to
21 deliver half the amount of credits at the same -- at
22 the same cost, you know, and there are -- there are
23 administrative fees there. There is, you know,
24 market uplift that would need to be paid for. I know
25 those are the subject of other areas of these

1 investigations, but from our point of view it doesn't
2 -- it doesn't seem workable to honor the initial
3 price that's developed, you know, in the price
4 setting context. The DDA would need that opportunity
5 to readjust its pricing based on how many parties
6 opted out. You know I don't disagree that that
7 creates problems in multiple respects. You know
8 including the potential for downward spiral of well
9 you know okay if that's the new price then how do I
10 -- you know would a fuel dealer want to opt out of
11 that price. I don't -- yeah I don't have any easy
12 answer to that, but it doesn't seem viable that if
13 the DDA puts a price forward that it's then held to
14 that standard even if it's only generating half as
15 many projects.

16 MR. KNAUER: Thank you. TJ Poor.

17 MR. POOR: In the interest of work
18 shopping here in this workshop, so not necessarily a
19 position, but I want to suggest two kind of paths
20 that probably neither of them are perfect, but if
21 everybody hates them, then maybe they are right where
22 one we could set a price for the DDA but not actually
23 have them do implementation for a year, and somebody
24 can immediately tell me if that's not consistent with
25 the law, but that would give the fuel dealers

1 obligated entities that time that Matt is talking
2 about to say well here's the backstop price. If I
3 don't do anything, then I will be paying that or I
4 can take action, and so then we can get a better
5 sense of what obligated entities would take action at
6 that price. If those don't take action, it's not
7 like their overall obligation goes away. They just
8 have to make it up in the next year or in the next
9 two years, and so that, you know, that also would
10 help give a little more certainty to a DDA on who
11 might sign up and who steps up and say to really
12 develop like their, you know, next iteration okay
13 well we have this many -- this many credits that the
14 DDA needs to cover and it may be just that we do it
15 by measure, you know, and say it's -- we're going to
16 set this price based on the cost of low income
17 weatherization and that's really the backstop
18 measure, and it also would allow people to just know
19 what that cost is in particular since they have an
20 obligation to hit low income. So then, you know,
21 after a year one there's actually the money is
22 available. If people have signed up, they know what
23 their obligation is and at the end of the year they
24 can write that check or if it's quarterly or whatever
25 they can send that money in so that the DDA actually

1 isn't starting with zero dollars. It doesn't have to
2 finance everything and so there's having like some
3 sort of lag gives information in the process.

4 I'm going to go right ahead before I get
5 cut off and go to option two which actually could be
6 part -- you could do this in part of option one, but
7 as the DDA presents that fixed cost at least in the
8 first year but also in signing up or making a bid
9 says if we have this many obligated entities signing
10 up our price is this and if we have to reach -- you
11 know hit the next level, the cost -- actually I'm not
12 sure if it goes up or down honestly. You know
13 economies of scale maybe, you know, if those fixed
14 costs are the same and variable costs are lower the
15 per credit cost goes down. On the other hand, it
16 could be harder to get those savings and the cost
17 could go up, but they set a scale. DDA says first, I
18 don't know, first million metric tons is, you know,
19 10 cents a gallon and then the next is, you know, 12
20 cents a gallon, et cetera. So you could tier things
21 like that to give a little more to present some
22 certainty, but also have some flexibility.
23 Brainstorm. Just want to clarify again those are
24 kind of brainstorm ideas here.

25 MR. KNAUER: I think it's very much in

1 the spirit of a workshop. Thank you, TJ. Dave
2 Westman.

3 MR. WESTMAN: Yeah I'll just jump in on
4 that very particular point which is VEIC is thinking
5 about this context of the more credit that a DDA is
6 responsible for the greater the potential for
7 economies of scale and therefore the lower the credit
8 price. So while certainly the DDA overall cost might
9 go down if you're doing fewer number of projects, the
10 cost per credit would in fact be higher, you know,
11 for an obligated party, and so from that perspective
12 we generally are thinking about this from the
13 principle that a higher obligation would result in a
14 lower credit price.

15 MR. KNAUER: Greg Morse.

16 MR. MORSE: Thanks. Greg Morse VGS. I
17 think we really like TJ's second option. That seems
18 like something that the Commission could probably
19 effectuate. The idea that you could have separate
20 bid prices or tranches of credits at various prices
21 on the DDA provision side but average those prices
22 for the price that an obligated party is exposed to
23 seems something we can effectuate. Other markets
24 work that way. I'm not certain I agree with the
25 economics on Dave's suggestion that the credits get

1 cheaper the more you buy and I think Matt mentioned
2 this earlier. You know the lowest price credits
3 seems to me like those would be done first and the
4 higher priced credits would be added on later. So
5 while you may divide your higher cost over higher
6 volume the credits that are generated later are the
7 more expensive ones. So I thought we would just
8 offer that, that VGS believes that there is a way for
9 DDAs to bid in and get some price certainty around
10 certain volumes and also offer sort of price
11 smoothing mechanism to the obligated parties. Thank
12 you.

13 MR. KNAUER: Dominic.

14 MR. GATTI: Yes thank you. Dominic
15 Gatti with the Commission. Trying to tie together a
16 couple of trains of conversation that I thought have
17 been very interesting looking at the option for
18 multiple DDAs, and VGS in their comments suggested
19 DDAs specialized basically on the type of clean heat
20 matter they would be able to provide. The idea of a
21 uniform DDA price and this idea that different
22 measures might cost DDAs different things, if we have
23 multiple DDAs, would there be a situation in which
24 one of them says for the year 2027 we believe we are
25 able to provide this many credits on to the market.

1 Anything more than that would be outside of what our,
2 you know, what is feasible for our organization right
3 now. In the aggregate I believe the DDAs as a whole
4 or as a group must be able to provide a hundred
5 percent of the credits theoretically, and then
6 obviously whatever is able to be provided at a market
7 price under that would come out of the DDA's
8 responsibility, but is the answer having tiered
9 pricing for amount? Can there be a limit for how
10 many credits a single DDA would be expected to
11 provide and how would that process, you know, go year
12 after year to try to find where the most cost
13 efficient balance is.

14 MR. KNAUER: Greg Morse.

15 MR. MORSE: Yeah I think I can certainly
16 respond to VGS's comments just a little right now,
17 but I think broadly we believe that the more parties
18 that participate and the fewer restrictions that
19 there are, whether that's price caps or restrictions
20 on the number or type of credits that someone is
21 allowed to participate or bid in or geographic
22 restrictions, the fewer of those there are the more
23 likely we are to get the most participants, and the
24 point of the law is to reach the highest GHG
25 reductions at the lowest cost.

1 So as a baseline we think anyone who
2 wants to bid into the DDA should be allowed to make a
3 proposal for whatever it is they are willing to
4 supply under that construct. I think we have always
5 envisioned there would probably be a couple of
6 classifications for different credit types certainly
7 based on income and maybe it makes sense to have DDAs
8 be allowed to bid those different credit
9 classifications separately, special assessment,
10 because some DDAs may be better suited to provide
11 services to certain income categories than others.

12 So yes we think different prices should
13 exist and yes we think everyone and everything should
14 be allowed in at least to make a proposal that the
15 Commission can evaluate.

16 MR. KNAUER: I am going to suggest that
17 we take a 10-minute break and when we reconvene if
18 anyone would like to continue on this theme, we will.
19 Otherwise, we'll move on to other filers' comments.
20 So we are on break for ten minutes. Back at 2:56.

21 (Recess.)

22 MR. KNAUER: All right. Great. We are
23 going to get back to work after our break. I'm ready
24 to move along, but does anyone else want to continue
25 with the discussion that we had just before our

1 break? No.

2 Now I'm going to turn to the comments
3 that were filed by VEIC, and if I understand one of
4 your positions, it's that the Commission should
5 consider whether a portion of the low and moderate
6 income credits actually be required to come from
7 weatherization projects administered by statewide
8 DDA. Dave, did I introduce the concept correct and
9 would you care to expand a little bit on that?

10 MR. WESTMAN: Yup. Thanks, Tom. I
11 believe you've captured that sentiment. This
12 originally came about from testimony that I provided
13 in the Legislature where the request was to think
14 about the clean heat standard in the context of what
15 would it take to enable more weatherization projects
16 to be completed. We're perpetually under long term
17 duress for funding of weatherization and it's a need
18 that isn't going anywhere any time soon, and so
19 there's -- there was a great desire on behalf of the
20 Legislature to explore various mechanisms that would
21 enable weatherization to be a significant factor in
22 meeting the credits and what credits get retired. So
23 from that perspective, you know, we understand that
24 the DDA can serve multiple functions and do more than
25 weatherization services and perhaps, you know, that

1 appointment should be brought up to encompass more
2 than any one measure, multiple measures I think is
3 what the legislation considers, but from our
4 perspective based on all of the conversations that we
5 just had and this constant need to understand what is
6 the price -- what is the price of a credit, what is
7 the price of the DDA, weatherization is an incredibly
8 expensive clean heat measure and we provide in our
9 comments a little bit of a flavor of that. You know
10 taken on its own a weatherization project doesn't
11 exactly create massive amounts of GHG reductions, but
12 it's a really critical step for long term savings and
13 everything from the, you know, reduced -- reduced
14 fuel use or reduced electric use at the home to right
15 sizing of equipment and the like. So -- so we
16 consider it to be a pretty important measure and
17 that, you know, the legislation does contemplate that
18 roughly 16 percent of the low and moderate income
19 credits need to be developed through permanent
20 installations, and so we think that that already sort
21 of creates different colors of credits, if you will,
22 and so the Commission I think should consider whether
23 it has the opportunity to, and if it -- if it
24 determines that it does, we would strongly recommend
25 that the Commission consider strict requirement that

1 those -- a portion of those 16 percent credits be
2 directed at or derived from weatherization projects.

3 MR. KNAUER: So I want to make sure I
4 understand the concept. Are you saying that this is
5 a requirement on the DDA or this is a requirement for
6 all obligated parties? Like all obligated parties
7 would be required to participate in a DDA's
8 weatherization program? Do you see --

9 MR. WESTMAN: Yeah I do and I think we
10 actually leave that opportunity open by suggesting,
11 you know, if there is a direct installer who can do,
12 you know, come in and do the weatherization project
13 and create a credit at a price lower than a DDA
14 price, then you know I think that -- I think that's
15 in keeping with sort of the spirit or our
16 understanding of how the law and the market is
17 supposed to work. So yeah I would think that the DDA
18 should focus substantially on weatherization
19 projects, but I wouldn't discount the fact that a
20 direct installed weatherization provider may forego,
21 you know, incentives from either Efficiency Vermont
22 or in the DDA and go about a process of claiming
23 whole credit creation for a direct install
24 weatherization project and then, you know, sell those
25 credits to an obligated party.

1 MR. KNAUER: TJ, please go ahead.

2 MR. POOR: Yeah just in the second of
3 those scenarios, if that were to be an option I feel
4 like the requirements of the person -- the entity
5 providing the weatherization, if it's a competitive
6 market based solution, would have to be broad I guess
7 is what I'll say. You know we don't want poor
8 quality. We don't want -- we want to address kind of
9 the health and safety and the other aspects, right.
10 So if -- if -- if you're saying it's through, you
11 know, the option one that I heard Dave articulate or
12 he said it's open to two options, but the first
13 option of it requires that you purchase
14 weatherization through a DDA, right, we can make sure
15 that that is -- those projects are done to the right
16 specifications, and then option two, right, if it's
17 done through kind of a market based solution like the
18 -- maybe that's a TAG issue, but that the credit
19 given has to be relied on to equal kind of all of the
20 requirements of the first option or our
21 weatherization programs.

22 It's kind of circling back to our first
23 discussion here and wanting to assure the quality the
24 low income customers are getting the services as part
25 of a robust weatherization program, and so I do have

1 that kind of concern that I'm restating that if we
2 just leave it open to the market, it's going to be
3 ripe for bad quality like just trying to knock off
4 the cheapest measure in the weatherization in a home,
5 right, and you fixed -- I don't know you glue some
6 cellulose into the attic, but, you know, they have
7 got a whole open door, I don't know, that's not
8 closed off and so with weatherization in particular
9 I'm just communicating that sensitivity to the --
10 those issues.

11 MR. KNAUER: Anyone else have questions
12 or thoughts on this topic?

13 MS. LEBAN: I have a question. If the
14 weatherization credits -- I guess if weatherization
15 credits are used to fulfill some obligation on a
16 moderate income property but the credit alone isn't
17 enough to complete the work, is there also a cash
18 payment expected from the customer? I -- just how
19 does -- you know because the whole idea of incentives
20 I'm confusing all of this because, you know, the --
21 you can pay an incentive towards something, the cost
22 of a full weatherization could be \$30,000 for a
23 house, but maybe the incentive is \$10,000. Is the
24 credit covering the \$10,000 and the customer has to
25 cover the other \$20,000? I mean like you said

1 weatherization it's really expensive to do it
2 properly, and I'm seeing too many instances which AIA
3 is very concerned, siding contractors putting up
4 three-quarter inch foam or oil based foam and then
5 siding over it and calling that weatherization.

6 So, you know, what TJ said about low
7 quality work and potential hazards to homes that's
8 real, but to do it right is so expensive. It's, you
9 know, unless either 100 percent or at least 75
10 percent of the cost is covered I don't see a whole
11 lot of people tackling a large scale weatherization
12 on a lot of houses.

13 MR. WESTMAN: I'll respond. We share a
14 lot of these concerns that Donna and TJ just
15 expressed about quality control. That's why
16 Efficiency Vermont, you know, as part of its
17 regulated services uses the thermal energy and
18 process fuel budget which is effectively a ratepayer
19 benefit program. We spend a lot of time and effort
20 investing in the efficiency excellence network and
21 training contractors who do this work how to do it
22 correctly, and so I completely agree that the quality
23 control is important and, you know, the efficiency
24 utility makes that investment to ensure it.

25 You know I have to say that I think the

1 likelihood of a direct install weatherization project
2 coming in at a price that is competitive to the DDA
3 might be a hard threshold, but I have to at least
4 contemplate that in a market based solution as the
5 Legislature identifies. You know this actually
6 relates to one of our other comments which is that
7 you know if we want quality control on a project like
8 that, we would -- we would want to have that
9 contractor, direct installer, still be up to speed on
10 all of the training. That direct installer may
11 forego, you know, receiving an incentive and so
12 therefore take claim to the full credit that they
13 were still the beneficiaries of market uplift and
14 work force development activities, and you know
15 generally speaking we would say that if the DDA is
16 asked to do more of that type of work it should be
17 funded in some capacity. Whether that -- whether
18 that's allocated through the credit cost which is
19 what we've suggested in other -- in the rule program
20 or if it gets allocated through some other means, you
21 know something that is not allocated based on credits
22 so be it as long as it's happening because that
23 market development is going to be really important.
24 Otherwise, you do get poor quality control, and then
25 on Donna's point about the weatherization projects

1 being expensive, you know, that's a hundred percent
2 correct. You know the actual air sealing, insulation
3 and, you know, things we would typically consider to
4 be the weatherization measures might only take up
5 \$10,000, but it might be a \$30,000 project because
6 you've got really old knob and tube wiring or you've
7 got asbestos in the walls or floor or ceiling, and
8 all of those things would need to be remediated and
9 essentially fixed before you can actually complete
10 the weatherization project. Thus becomes a very
11 expensive prospect, and so as a point of reference
12 Efficiency Vermont right now has a grant to do
13 weatherization services. We'll be moving forward
14 with a contract in 2024 to do these weatherization
15 services and it will include a major component of
16 that to have a specific pot available for what we're
17 calling home repairs because we do see that as being
18 a significant enough barrier to proceed with
19 weatherization that it requires that, and so -- and
20 that is again one of those -- one of those points
21 that if you have a DDA whose also able to blend these
22 other and external sources of funding, you know, like
23 this contract is going to be paying for home repairs
24 out of available ARPA money that's going to be a
25 grant or that was money granted to the Department by

1 enactment by the Legislature for this purpose of
2 promoting weatherization and now VEIC will have a
3 contract to implement that. So to the extent that we
4 can build off of our existing programs that are a
5 success, you know, the more successful they will be.
6 Sorry for the sort of breadth of that single comment.

7 MS. LEBAN: That's good. That's good.
8 Would VEIC support certification and eventually
9 licensing of weatherization contractors because
10 there's -- you know there really is a lot of
11 substandard work happening and we haven't -- you know
12 the clean heat standard doesn't talk much about new
13 construction, but, you know, the whole -- the RB code
14 is being held up because we're concerned that
15 unskilled and untrained contractors are going to be
16 creating moisture problems and mold in houses if they
17 follow the letter of the 2023 RB's standard without
18 understanding moisture; moisture migration issues in
19 walls, thermal walls.

20 MR. WESTMAN: Go ahead.

21 MS. LEBAN: It's just a question of
22 certification because we really think that
23 certification is going to be required just to be able
24 to meet RB's.

25 MR. WESTMAN: Yeah and I don't want to

1 detract from this workshop too deeply on the very
2 important and minute details that are important for
3 weatherization, but we are aware of all of those
4 things. We don't have a position right now on
5 certification and licensing of these right now. The
6 -- you know getting weatherization folks trained and
7 into the work force is really our focus and, you
8 know, there are specific training programs that we
9 collaborate with. Everyone from the Vermont Fuel
10 Dealers to Resource to Neighbor Works, weatherization
11 agencies, we see the critical need right now is work
12 force development and training and that's where our
13 priority right now lies.

14 MR. KNAUER: So I'm going to -- I did
15 have several other questions based on VEIC's filing,
16 but now that I review them they are really more about
17 compensation for a DDA and that in my opinion is the
18 topic of a future workshop. So I'm going to reserve
19 those for later. So having said that those are all
20 of my questions on the VEIC filing. Does anyone else
21 have questions that they would like to ask VEIC based
22 on its written comments?

23 Seeing nothing. All right and just a
24 reminder to folks that we will have an opportunity
25 for reply comments. So if something doesn't come to

1 mind at the moment but there is something in
2 someone's written comments they would like to respond
3 to, you have that opportunity for sure. Next up
4 couple of questions based on Thomas Weiss's written
5 filings. Some really good questions that he kind of
6 brings up for us.

7 Mr. Weiss asks what happens if a default
8 delivery agent, DDA, falls short and fails to
9 essentially produce the number of clean heat credits
10 that are essentially its obligation? How does that
11 affect the obligated parties? I think it's a really
12 important question for us to answer at some point in
13 this proceeding. If folks have an answer to that or
14 thoughts on that now, it would be great to hear them.
15 Otherwise I really look forward to people addressing
16 that in their reply comments.

17 MR. POOR: I have a couple thoughts off
18 the top of my head but again subject to further
19 refinement here is, one, you know the Commission is
20 going to be required to continually set the pace for
21 obligated entities to meet the 2030 requirement,
22 right, and so if the DDA doesn't make it, those
23 obligations are going to have to be rolled into
24 future obligations on fuel providers I think.

25 Now what does that mean for the DDA

1 whether it's a contractor, an appointment. I think
2 that that gets into a compensation question and what
3 are the penalties under that contract. If it's more
4 of a performance based regulation type of thing,
5 then, you know, maybe they are not -- they are not
6 compensated. They are only compensated for what they
7 actually get because, you know, if -- if -- if
8 obligated entities sign up and say I'm going to have
9 the DDA meet my obligation, they shouldn't be -- they
10 shouldn't be penalized, but that's just -- they
11 shouldn't be penalized if the DDA doesn't do its job
12 that it signs up for. So initial thoughts, but just
13 throw them out there.

14 MR. KNAUER: Thank you for those initial
15 thoughts. Dave and then Greg.

16 MR. WESTMAN: Tom, thanks for clarifying
17 there will be an opportunity for reply comments.
18 That was certainly -- that was certainly on top of
19 our list to get an answer to today. So we'll look
20 forward to addressing this in reply comments, but,
21 you know, similar to TJ our initial reaction to
22 reading -- and VGS I think made similar or alluded to
23 a suggestion that, you know, essentially if a DDA
24 accepts the requirement to deliver these credits,
25 then they are in effect becoming an obligated party

1 and therefore subject to the legislation. I'm
2 paraphrasing there. Not using exact quotes. You
3 know that certainly -- certainly raises some concerns
4 given that the penalties for non-compliance by an
5 obligated party are greater than 1X of the cost of
6 the credit. You know there's actually a compounding
7 effect there. I'm not totally familiar, but you know
8 we can address that in reply comments on the size of
9 it, but it certainly raises some concerns that
10 especially combined with some of these other issues
11 of the DDA where you've got an uncertain budget based
12 on who signs up, you've got an uncertain mechanism
13 for paying for market uplift, you know you're putting
14 a lot of -- you're putting a lot of faith in the DDA
15 to wave a magic wand and make all of these things
16 happen, and while I fundamentally agree that if an
17 obligated party says they are going to pay for the
18 DDA services, that they should in effect sort of be
19 relieved of that responsibility or at least assume
20 those credits will be generated. I think it's also
21 putting a tremendous risk on the responsibilities of
22 the DDA to sort of do all of those things with a very
23 uncertain budget, with a very uncertain mechanism for
24 paying for market uplift, and the like.

25 So we would see -- we would see

1 penalties associated with non-performance especially
2 on an annualized basis to be extremely problematic.
3 You know if we use the EEU as the model upon which
4 the DDA was initially suggested, you know, for the
5 Legislature, an EEU has three years to meet its
6 obligations. Yes it has minimum performance
7 requirements around things like equity and geoequity
8 and, you know, commercial versus residential spending
9 and the like and if you don't meet those targets,
10 there is a penalty structure, you know, built into it
11 so that all comes off of whatever performance
12 payments you get, and so immediately I -- when TJ
13 suggested that this sounds and feels more like a
14 compensation question, probably true, but -- and as a
15 general matter backing out to what we're talking
16 about in the first part of this there's so much risk
17 for what the DDA is being asked for to assign a
18 penalty structure for not meeting those credits seems
19 really problematic.

20 MR. KNAUER: Thanks, Dave. Greg Morse.

21 MR. MORSE: Thanks. Greg Morse, Vermont
22 Gas. I think our position is that the point of the
23 law is to reduce GHG's in fact which is actually the
24 reason the DDA was proposed so that obligated parties
25 who are unable to perform or choose not to perform

1 have an outlet for those emissions to actually be
2 reduced. Otherwise, what's the point of the DDA in
3 the first place. You could have a standard just like
4 RES (phonetic) where the ACP is the only penalty or
5 the only stick and you fund some other mechanism or
6 some other pool of money. The DDA's purpose is to
7 achieve the greenhouse gas reductions and obligated
8 parties are already detrimented when emissions are
9 not reduced because our obligations are set based on
10 our emissions. So if the net emissions are not going
11 down because the DDA didn't reduce the emissions that
12 they should have, our obligation for a following year
13 would in fact be higher; and one final point if the
14 DDA is in fact exposed to the ACP payment, that 3X
15 actually nets 2X to them because they have been paid
16 1X for the credit in the first place, and the
17 penalty, when the obligated party pays the penalty,
18 the net payment is 3X. I think it's very important
19 for this market to function correctly as the law
20 intended which requires that the DDA be obligated to
21 provide GHG reductions on behalf of obligated
22 parties.

23 MR. KNAUER: Matt Cota.

24 MR. COTA: For the record I agree with
25 everything Greg Morse just said.

1 MR. KNAUER: So I'm going to pivot
2 because this is very much on topic with Vermont Gas's
3 written filings. Vermont Gas has the general concept
4 that any obligations that a default delivery agent is
5 unable to fulfill should be subject to the same rules
6 and penalties that would be applied to all obligated
7 parties. So I just want to double-check with Vermont
8 Gas. The statute allows that the Commission can also
9 waive non-compliance for obligated parties when, one,
10 the Commission finds that the obligated party made a
11 good faith effort but fell short due to market
12 factors beyond its control; and, two, the number of
13 deficient credits could be rolled forward to one or
14 more subsequent years. So I just wanted to check
15 with Vermont Gas. Are you suggesting that that also
16 -- that safety valve would also apply to a DDA?

17 MR. MORSE: Yes. We would advocate that
18 the DDA be treated the same way as an obligated party
19 is once they have accepted an obligation and that
20 includes the ability to ask for waiver and delay the
21 credits -- performance of the credits to a following
22 year.

23 MR. KNAUER: Thank you. Any other - any
24 comments, questions on this topic of are DDAs subject
25 to the same performance obligations as an obligated

1 party what happens if and when they fell short?
2 Again if you're not in a position to respond now,
3 there will be opportunity in written comments.
4 Dominic, I see you're unmuted.

5 MR. GATTI: Yes. In a -- in a construct
6 where a DDA is subject to the same penalties,
7 specifically an alternative compliance payment, the
8 recipient of that alternative compliance payment is
9 also a DDA. In a situation where there are multiple
10 appointed DDAs who would the DDA playing the ACP pay
11 it to?

12 MR. KNAUER: Go ahead, Greg.

13 MR. MORSE: So we alluded to this in our
14 comments that when a DDA is paying an ACP that that
15 payment should be made to a different DDA or
16 allocated I suppose by the Commission, but the most
17 important fact I think is that the DDA that is making
18 the payment is not also receiving that payment since
19 they weren't able to comply in the first place. So
20 in the case of multiple DDAs then another DDA. If
21 there is only one DDA, then I suppose the Commission
22 would have to evaluate the best use of that money in
23 order to achieve the goals of law and assure that
24 money reaches the low income sector.

25 MR. GATTI: I appreciate that response.

1 I think the question that is posed there drives to a
2 second question that I had reading your filing which
3 my understanding is that VGS's position is that the
4 disbursement of compliance funds the law intends them
5 to go to specific activities, but we have alternative
6 compliance funds available to a DDA presumably from
7 an obligated party. Is it correct to say VGS
8 believes that they -- those should -- the use of
9 those funds should not then create additional credits
10 and I'm curious as to the thought process behind
11 that.

12 MR. MORSE: Sure. So the provision
13 under the law is that the payment of the ACP itself
14 satisfies the obligation. So if you are satisfying
15 an obligation, then using that money to also generate
16 a credit later on risks double counting. So the law
17 also does not specify any particular number of GHG
18 reductions that are going to be achieved through the
19 use of ACP payments. The law says something to the
20 effect of whatever you can possibly achieve with this
21 funding you will go ahead and do. So because the --
22 because an obligation has already been satisfied
23 through the payment, through the initial payment, and
24 because there is no specific required GHG reduction
25 from the deployment of that money from the DDA we

1 think there should not also be a credit generated.

2 MR. KNAUER: Dave Westman.

3 MR. WESTMAN: I would -- I would
4 appreciate some understanding by the parties who
5 either suggest or believe that a DDA should take on
6 the responsibilities of an obligated party on the
7 basis of the definition of obligated party which are
8 very specific for provision of fossil fuels to homes.
9 Under that understanding how is -- how can an
10 obligated party be sort of compelled into the same
11 mechanism for non-compliance if the DDA does not meet
12 these definitions of the obligated party?

13 MR. KNAUER: Greg, please go ahead.

14 MR. MORSE: I think that the origination
15 of the obligation is as you suggest in the sale of
16 fossil fuels in the State of Vermont. That does not
17 mean that -- that the obligation to deliver credits
18 or to retire credits must stay with the entity that
19 was obligated. Certainly we conceive of a market
20 where an obligated party could agree with another
21 party, not the DDA, to satisfy that obligation,
22 procure credits on their behalf, and that contract
23 might include various mechanisms that transfer
24 exposure to a different commercial party and that's
25 what's happening when an obligation is transferred to

1 the DDA. You are transferring the commercial
2 exposure and there's a lot of price risk. I get that
3 the DDA might not be able to know exactly what it
4 costs, but that's part of the act of the DDA is
5 proposing your budget and figuring out what you
6 should charge, and the DDAs I would argue should
7 price in their risk the same way obligated parties
8 will have to price in our risk when we settle fuel.

9 MR. KNAUER: Thanks, Greg. Matt Cota.

10 MR. COTA: With few exceptions I think
11 we're all in agreement of all parties and all
12 persuasions that we want to -- if we're going to do
13 this transition, we want to do it the least cost. So
14 if we determine that as obligated parties we cannot
15 deliver greenhouse gas reduction or clean heat
16 credits at least cost, in fact the DDA price set by
17 the PUC is the least cost because in order for us to
18 do other things, other measures, we'll be paying
19 above that. We don't want to do that because we're
20 for profit companies and if the DDA doesn't deliver,
21 say they fail, say they abscond with the money, we
22 still have the mandate in the Global Warming
23 Solutions Act and the amount of money the obligated
24 parties will have to pay to cover for the DDA failing
25 will have a great impact on consumers that still need

1 an essential commodity to stay warm. The DDA should
2 absolutely be penalized if through fraud or other
3 means fail to meet their obligations when they gain
4 the contract to provide these services.

5 MR. POOR: I'll circle back to that
6 conversation. I do think that it is -- they should
7 be penalized. I also think that the obligation then
8 still falls on the providers whether it's right or
9 wrong. I think that's how the clean heat standard is
10 set up. So if the DDA absconded with the money
11 there's a legal action to go after the money, maybe
12 get it or not or whatever, but then fuel providers
13 like the PUC is still required to set obligations so
14 that the GWSA requirements are met, and so in that
15 extreme scenario I think then fuel providers are on
16 the hook and it's got to be priced into and it's part
17 of the impact of the clean heat standard and I don't
18 like that. It's like one -- there's all kinds of
19 reasons that the -- it adds risk and cost to the
20 clean heat standard, but it seems like just a
21 reality. I don't know if we can get around that,
22 Matt. If we can get around it, that would be great,
23 but I don't know another way.

24 MR. KNAUER: I don't have the answer
25 here. I want to observe Section 88125(A) provides

1 that the Commission may specify that appointment of a
2 default delivery agent to deliver clean heat services
3 on behalf of obligated parties who pay the per credit
4 fee to the default delivery credit satisfies those
5 entities' obligations under this chapter. So I don't
6 know if that is counter to what you were just saying,
7 TJ.

8 MR. POOR: Maybe in that year, but what
9 happens in the next year or the year after, right,
10 because then isn't there other provisions that
11 require you to set the targets in order to meet the
12 goals or meet the requirements -- sorry -- set
13 obligations for each provider to meet the overall
14 GWSA requirements.

15 MR. KNAUER: We do have to set a
16 schedule and I think we update it every three years
17 approximately, but don't quote me on that. That's my
18 recollection off the top of my head. I want to go to
19 Tony then Dave and then Matt.

20 CHAIRMAN ROISMAN: Okay. Well just on
21 the narrow question about the DDA default if you
22 will, first of all, independent of the clean heat
23 standard statute that's a contract between the
24 obligated party and the DDA. It's dealt with just in
25 the normal way in which people deal with contracts.

1 So if you hired a DDA to do x and they don't do x,
2 you sue them for it.

3 Secondly, if the DDA goes belly up we
4 have already in place a provision that deals with
5 this question for the decommissioning of energy
6 projects. We require that the company that is given
7 permission to build a project has to create and we
8 release a letter of credit or its functional
9 equivalent to cover the estimated cost of the
10 decommissioning of the facility. So the same thing
11 could be applied to the DDAs. They could be required
12 to have a letter of credit to support their
13 obligations if for whatever reason they are required
14 to do it.

15 So what I'm saying is I don't think that
16 this issue is an impediment to the implementation of
17 the program. There are plenty of impediments to its
18 implementation. I just don't think this is one of
19 them and I definitely don't think that an obligated
20 party who pays what the price is should in anyway be
21 on the hook if for some reason someone whom they
22 contracted failed to fulfill their contract
23 obligation.

24 MR. WESTMAN: And I would totally agree
25 with that for the record. The legislation does seem

1 very clear. The statutory obligation is essentially
2 fulfilled by going through the DDA which, you know,
3 to this point of are they subject to the 3X penalty
4 or some other form of responsibility I think can and
5 should be addressed in the -- in the budget of the
6 DDA, and I agree it shouldn't be addressed as part of
7 the contracts so that a DDA would know exactly what
8 they are signing up for when they sign up for it so
9 that, you know, they could use that risk to develop a
10 price for the service. Obviously the price being
11 uncertain on the basis of who ultimately signs up for
12 it.

13 I do think that it's a -- it's worth
14 calling out that the multi-year responsibility is
15 absolutely critical for this to be a service. You
16 know especially if we talk about programs and
17 services rather than say fuel deliveries because
18 programs and services are highly impacted by exigent
19 forces like pandemics and economic conditions and
20 it's impossible to predict exactly how many projects,
21 whether it's weatherization or heat pumps or you know
22 electric vehicles, are going to actually be delivered
23 in Vermont with any precision. So I would just
24 suggest it really speaks to the need for a multi-year
25 obligation period regardless of the fact that

1 annually the requirement is to have greenhouse gas
2 reductions pursuant to the schedule that the
3 Commission ultimately comes to in the rule.

4 MR. KNAUER: Okay. Matt Cota.

5 MR. COTA: I would agree with the
6 multi-year statement that Dave Westman just said, but
7 I would also highlight this. I don't want to
8 relitigate the legislation. One of the things we
9 asked for and did not receive in the legislation was
10 the ask that it be a not profit entity like
11 Efficiency Vermont or weatherization utility, that it
12 not be a for profit entity, but the Legislature in
13 their wisdom said no no no it can be a for profit
14 entity. I think it's incumbent upon the PUC to
15 ensure if you do award a DDA to a for profit
16 out-of-state entity, they require some sort of surety
17 bond or some other financial mechanism because they
18 are not building a power plant which can be
19 decommissioned. They are providing a service and
20 promising greenhouse gas reductions on the receipt of
21 money from obligated parties. You're required to
22 provide a surety bond if you want to sell a car in
23 Vermont as a car dealership.

24 I would suggest that in any contract
25 that the PUC strikes with the DDA that they require

1 some sort of bonding mechanism so that if they fail
2 to provide the greenhouse gas reductions as promised
3 when they took that contract and accepted our money
4 that they in fact can back it up with credit.

5 MR. KNAUER: Folks I have one more item
6 that I want to raise. I don't think it is a topic to
7 discuss today because I think it falls under one of
8 the topics that we as a collective group will need to
9 address in the future, but I just want to raise this
10 as a very important point that was raised by Vermont
11 Gas, and this is the presumption that measures
12 delivered by default delivery agents with compliance
13 funds will not generate credits because the original
14 payment of the compliance fund satisfies a compliance
15 obligation. I think it's a really important point.
16 I'm sure it will be the subject of some robust
17 discussion in the future so I'm just kind of putting
18 a pin in that right now.

19 I am anxious about two things. One I
20 want to make sure that we honor our 4 o'clock stop
21 time today and, two, I do want to make sure that we
22 have a full discussion of the schedule, but before I
23 go there I just want to open up the floor to my
24 colleagues at the PUC or to anyone else. Are there
25 other matters that you would like to discuss that

1 stem directly from the written filings that were
2 received on this topic or from today's discussion?
3 I'm going to pause and leave the floor up for that.

4 COMMISSIONER CHENEY: I can say
5 affirmatively none from me. Thank you.

6 MR. KNAUER: Thank you. So long pause
7 concluded let's -- I'm going to now pivot to part two
8 of our workshop which is discussion of the schedule.
9 So as folks recall on December 8th the Commission
10 issued an order adopting a schedule for this
11 proceeding and 10 days later on December 18th the
12 Commission granted an extension of the very first
13 filing deadline in track one of that schedule as well
14 as the subsequent workshop, and so I'm hoping that --
15 I've been sort of expecting that participants here
16 are prepared to discuss what do we do now. We have a
17 very aggressive schedule and we have a fast
18 approaching June 1st deadline. So the question is
19 open. Do participants have suggestions of how to
20 address the remainder of this schedule and I can
21 prompt some response with a followup question.

22 Should the Commission simply take the
23 schedule that was established on December 8th and
24 extend all dates by the number of days that the first
25 extension granted? That's one solution to how we

1 address this schedule. In other words, we had a
2 filing date that was sometime in December. We
3 extended that to sometime in January. Do we take the
4 number of intervening days and more or less add that
5 to all other dates in the schedule? Is that an
6 appropriate way to proceed? Dave Westman.

7 MR. WESTMAN: Tom, thanks for the
8 question and thanks for giving us the extension so
9 that we could think through our comments in a more
10 robust fashion. I think what you're suggesting is a
11 reasonable approach. I would really caution against
12 the suggestion of having overlapping comments. You
13 know I think that the -- you know in order to really
14 move on productively in the DDA discussions we need
15 to get interim orders from the Commission so that
16 we're not, you know, debating or relitigating the
17 same issues in the context of the next comments too.
18 So you know I really -- I really don't -- I really
19 don't see how overlapping orders and comment periods
20 could really work in this situation so I'm going to
21 be supportive of that extension of all dates on the
22 term of what was provided us.

23 MR. KNAUER: Please weigh in. Do you
24 agree with what Dave just said? I think there's a
25 consequence of doing that which is -- please go

1 ahead, Jill.

2 MS. PFENNING: Thanks. Jill Pfenning
3 from VGS. I think that that's fine with us too as
4 long as -- maybe you were about to say that as long
5 as it doesn't push us up too close to the deadlines
6 which by which the Commission needs to act.

7 CHAIRMAN ROISMAN: Right. Yes. So I do
8 think the consequence of moving all dates forward by
9 whatever that delta was it gets us awful close to
10 June 1st without having issued a RFP, received bids,
11 vetted those bids, and issued a contractor order of
12 appointment. So there is -- there is -- I think
13 that's reality and certainly does not leave much room
14 for any further extensions in the future on this
15 schedule. Very quickly go right past June 1st, but I
16 also understand Dave's position that you know each
17 topic builds on a decision in the previous topic and
18 it's hard to move forward without answers to those
19 questions.

20 MR. GATTI: Just to provide some numbers
21 in this discussion the current -- the delay that we
22 granted was approximately 20 days. Looking at the
23 existing track one schedule that was issued that
24 would move the April 17th date as the RFP issuance
25 back to about May 7th -- May 7th, May 10th.

1 MR. KNAUER: Thanks, Dominic. That's
2 helpful to have some specifics to work around. TJ.

3 MR. POOR: Sorry I don't have the hand
4 raised easily on the phone here. I'm sure it's
5 there. Does that timeline -- did I hear you
6 correctly that the deadline is June 1st to have a DDA
7 in place or just to have solicited for a DDA?

8 MR. KNAUER: My understanding is appoint
9 the DDA or multiple DDAs by June 1st of this year.

10 MR. POOR: Right. So is there -- has
11 the Commission contemplated if -- you know May 7th is
12 the RFP solicitation date. Has the Commission
13 contemplated, you know, the fact that's not going to
14 -- appointment is not going to happen by June 1st if
15 you're just soliciting on May 7th.

16 I may be missing something here, but
17 there's -- I feel like there's -- we need to face the
18 reality of the timeline is not doable. I would argue
19 it's not doable if you back up that May 7th date to
20 April whatever it was either, but you know it seems
21 like the Commission -- I don't know if you want to
22 take comments on it or we talk about it here, but we
23 need to -- what do you do if you can't comply with
24 the law?

25 MR. KNAUER: Thank you, TJ. I believe

1 that the Commission did request comment on this
2 several months ago and we did get several filings. I
3 apologize that I don't recall -- I don't have perfect
4 recall of those off the top of my head. There were
5 -- I believe the joint responders suggested that we
6 could meet that deadline and if I'm misattributing
7 this I apologize, but I think the Department
8 suggested that we get a -- seek an extension from the
9 Legislature and --

10 MR. POOR: I'm sorry I am not fully up
11 to speed on that one. I apologize.

12 MR. KNAUER: The good thing, TJ, is Ben
13 gave a thumbs up. So I don't know if that was in
14 response to me getting it right or something else.
15 If I miss someone's comment, I apologize. It's not
16 intentional. I didn't prepare for this question at
17 this workshop.

18 MR. BOLASKI: We did suggest a
19 legislative extension might be needed, but I think it
20 was what we were saying that was kind of a last
21 resort, but yup the thumbs up was in response to you
22 getting it correct.

23 MR. KNAUER: Always appreciated.

24 MR. POOR: So I do have one more
25 question then and I may not have heard you right, but

1 -- and again apologize getting up to speed, but is
2 the joint responder -- sounded like you said they
3 thought we could get it done by June 1st. Did the
4 joint responders are those of you who are on the line
5 here still think that's possible?

6 MR. KNAUER: Anyone from the joint
7 responders care to address TJ's point?

8 MR. WESTMAN: Well having been part of
9 that effort you know I think the joint responders'
10 primary focus was in getting the structure and the
11 order correct and proceeding with all due haste, but
12 speaking for Efficiency Vermont -- sorry. Speaking
13 for VEIC in this context the importance of getting
14 this right and doing it in an articulate order
15 probably supersedes any, you know -- we wouldn't have
16 any objections to seeking an extension for that on
17 the basis of we got to get this right, and you know
18 we were not consulted on that June 1st date and, you
19 know, so we can't -- I certainly can't and I'm not in
20 a position to defend it.

21 MR. KNAUER: So unless folks have a
22 different take and think that this is an unreasonable
23 pace, I think what I'm hearing is it's acceptable for
24 the Commission to amend the existing schedule by
25 moving dates forward by 20 something days that

1 Dominic suggested a few minutes ago unless -- unless
2 there's a change that would -- legislative change
3 that would move that June 1st date. Is that a fair
4 characterization of what folks on the call are
5 telling me?

6 MR. WESTMAN: So in context, Tom, when
7 would the reply comments be due from the date of this
8 workshop and when would the Commission order on DDA
9 responsibilities then be due?

10 MR. KNAUER: Yeah I didn't do that work
11 ahead of time, Dave.

12 MR. WESTMAN: Okay yup.

13 MR. KNAUER: So, Dominic, did you say 20
14 days?

15 MR. GATTI: Yes. I believe 21 days to
16 answer Dave's question following the spacing of the
17 original order. Reply comments for this workshop
18 would be due in 12 days. So the February 6th we
19 would likely move that to a little later in the week
20 just for pacing, but mid week of February 5th.

21 MR. KNAUER: And the order would be due
22 right at the end of February.

23 MR. GATTI: Yeah.

24 MR. WESTMAN: Thank you. Personally I
25 think, and just for managing this process for VEIC

1 along with others at VEIC having the certainty of how
2 the Commission rules on these matters would really be
3 beneficial for moving forward with the rest of the
4 schedule that was determined. So you know I would --
5 I would propose that the further tracks of this
6 proceeding also be extended out those additional days
7 you know. I can't recommend how the Commission goes
8 to the Legislature though. That's beyond my --
9 that's beyond my oversight. That's not for me to
10 make any suggestions, but I can speak as the schedule
11 just described makes sense and I would like to keep
12 it in the same phasing as was -- as has been the
13 subject of other comments. Thank you.

14 MS. PFENNING: I just wanted to also
15 add, this is Jill Pfenning from VGS, that you know
16 that we think the schedule is reasonable. I think
17 adding the additional days makes sense. I think
18 there is a lot to do obviously before -- in the next
19 bunch of months. That's true throughout this
20 proceeding and the parallel proceeding, but I think
21 we are, you know, under an obligation under existing
22 statute to get there. So we're just going to have to
23 do our best to get it done. We're obviously, you
24 know, here to help move that process through. So
25 thanks.

1 MR. KNAUER: Thank you.

2 MR. GATTI: If I could ask of Dave and
3 Jill and anyone else who has an opinion on this,
4 we're dealing with complicated matters. What amount
5 of time do you and your organization need in a
6 comment period before a workshop and after a workshop
7 for reply comment period to bring your best knowledge
8 into this process?

9 MR. WESTMAN: That is a great question,
10 Dominic, and it has been the subject of many
11 discussions in similar scheduling matters. You know
12 I think the minimum is really between notice of
13 comments and opportunity for comments you know
14 minimum is three weeks. Four weeks is better and I
15 know I may be sort of breaking with tradition here,
16 but you know if we want to collaborate and create the
17 opportunity for, you know, sharing those comments
18 with stakeholders, you know, it takes, you know, six
19 to eight weeks, you know. So that's -- that's, you
20 know, even that pace feels pretty ambitious, you
21 know, but it really does help create a solid
22 foundation upon which, you know, comments can be --
23 can be, you know, raised. I realize that that's a --
24 from your perspective that feels like a leisurely
25 pace, but I can assure you that from ours you know

1 we've done that schedule and we've -- and we've
2 managed those projects many times before and, you
3 know, it's not -- it's not like you can share these
4 with stakeholders and get feedback overnight, and so
5 yeah I would say three to four weeks will be a
6 representation of our best thinking on it and, you
7 know, six to eight if you want to -- if you want us
8 to sort of circulate it and put forward, you know,
9 non-controversial issues.

10 MR. GATTI: And is that for the initial
11 comment period or the full comment period including
12 reply?

13 MR. WESTMAN: Initial.

14 MR. WEISS: This is Thomas Weiss.

15 MR. KNAUER: Please go ahead, Mr. Weiss.

16 MR. WEISS: Asking about the third
17 proceeding that is part of this whole standard
18 preparation. It's my understanding that the third
19 proceeding is about the actual part between the RFP
20 and the designation of the DDA.

21 MR. KNAUER: Correct.

22 MR. WEISS: And so if -- I guess my
23 question is when is that going to be released so we
24 know what's going to happen in the -- I think we're
25 talking about three weeks between some time early in

1 May and June 1st or whatever June 1st gets extended
2 to.

3 MR. KNAUER: Yeah it's a great point.
4 We will have a separate proceeding and as we sit here
5 today I can't tell you what the schedule for that
6 will be, and I think the Commission has previously
7 said that proceeding will use contested case
8 procedures as required via Act 18. So that's kind of
9 why we have said multiple times that we would break
10 that out into a separate proceeding because --
11 because of that contested case proceeding
12 requirement.

13 MR. WEISS: I see. Thank you.

14 MR. KNAUER: You're welcome and I am not
15 able to be more specific, but it is absolutely
16 something that we will need to communicate, you know,
17 before -- before we hit that date for sure. Jill, go
18 ahead.

19 MS. PFENNING: Thanks. Jill Pfenning
20 for VGS. I think in general the way that the
21 schedule has been running so far in terms of the
22 amount of time that we have had for comments has been
23 sufficient. I think in general one to two weeks,
24 although it's a tight timeline, is reasonable and has
25 given us sufficient time to be able to prepare

1 comments on both an initial and reply basis. I think
2 the only comment I would make about the schedule is
3 that it's really helpful to have the reply comments
4 scheduled for after the workshop is held and that has
5 been the case so far, but we just noticed a couple of
6 spots where in this current schedule the reply
7 comments preceded the workshop which I think is a
8 little bit more challenging, but in general I mean I
9 think that the one to two week time frame is going to
10 be what's required in order to meet the timeline that
11 we've set out and in order for the Commission to meet
12 the deadlines that are in the statute currently.

13 MR. KNAUER: Any other discussion on the
14 schedule?

15 MR. POOR: I'll just throw in my two
16 cents here. One week is too short for the
17 Department. We can't actually do that, and I think
18 there's some nuance like if it's a really brief one
19 question process wise, then things can be shorter,
20 but they -- it needs to be -- responding to Jill
21 saying one to two I think two weeks is really the
22 minimum, and then I guess I kind of agree with Dave
23 that longer is better, but if we're, you know, really
24 -- I guess I ask those questions about June 1st
25 because we can pretend we're going to meet that

1 deadline and set a pace to get to that, and until we
2 do something different I think seems like we have to
3 do that and there's not time to have more than two
4 weeks, and so the comments, the quality of the
5 comments, the quality of the design, the quality of
6 the implementation of the clean heat standard is
7 going to suffer as a result, and there's just -- it's
8 not anybody's fault except for the schedule, and I
9 mean I think you see that representative in some of
10 the comments you have already gotten. Instead of
11 like a firm position there's kind of articulated
12 principles or just kind of little higher level than
13 one might want to actually move the process along,
14 and so I think that's what's going to happen and then
15 the PUC is going to have to take, you know, make some
16 decisions on less -- less than fully thought out
17 fully baked ideas because this is a -- you know this
18 takes a lot of time to do to build a program like
19 this. The law doesn't allow the time and so that's
20 going to be the result, and I think we all just -- I
21 just want to say that out loud so that everybody is
22 kind of understanding how this is likely to play out
23 at least in my mind, and that's not anybody's fault.
24 Everybody's putting their best efforts. I know we're
25 allocating a ton of resources to try to do the best

1 we can here, but the schedule is a significant
2 barrier to everybody's best work.

3 MR. KNAUER: Thank you, TJ. I
4 appreciate those thoughts. So I'm not seeing anyone
5 else raise their hand. That's it for me. Anyone
6 else at the Commission have anything they wish to say
7 before we conclude the workshop? Seeing nothing I
8 really appreciate everyone's -- everyone attending
9 today. This is a great substantive discussion we had
10 and I also appreciate the feedback that everyone gave
11 on the schedule and how the Commission should
12 proceed. We will get an amended schedule out and
13 published as soon as we can. So that's all the
14 business we have for today. We are adjourned. Thank
15 you.

16 (Adjourned at 4:05 p.m.)
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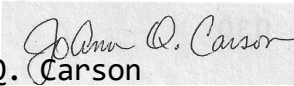
C E R T I F I C A T E

I, JoAnn Q. Carson, do hereby certify that I recorded by stenographic means the workshop re: Case Number 23-2221-INV via Go To Meeting on January 25, 2024, beginning at 1:15 p.m.

I further certify that the foregoing testimony was taken by me stenographically and thereafter reduced to typewriting, and the foregoing 99 pages are a transcript of the stenograph notes taken by me of the evidence and the proceedings, to the best of my ability.

I further certify that I am not related to any of the parties thereto or their Counsel, and I am in no way interested in the outcome of said cause.

Dated at Burlington, Vermont, this 29th day of January, 2024.


JoAnn Q. Carson

Court Reporter

\$ \$10,000 [3] 64:23, 64:24, 67:5 \$20,000 - 64:25 \$30,000 [2] 64:22, 67:5 0 05402-0329 - 1:24 1 10 [5] 47:19, 48:7, 48:7, 55:19, 86:11 10-minute - 59:17 100 - 65:9 10th - 88:25 12 [2] 55:19, 92:18 120 - 46:5 16 [2] 61:18, 62:1 17th - 88:24 18 [11] 47:3, 47:24, 48:15, 48:19, 48:22, 48:23, 49:5, 51:11, 51:12, 51:25, 96:8 18th [3] 4:1, 4:4, 86:11 1:15 [3] 1:9, 1:14, 100:8 1st [13] 34:22, 86:18, 88:10, 88:15, 89:6, 89:9, 89:14, 91:3, 91:18, 92:3, 96:1, 96:1, 97:24 1X [2] 72:5, 74:16 2 20 [5] 26:20, 48:9, 88:22, 91:25, 92:13 2023 - 68:17 2024 [5] 1:9, 1:13, 67:14, 100:7, 100:18 2025 - 52:3 2026 - 52:3 2027 [2] 52:1, 57:24 2030 [2] 52:1, 70:21 21 - 92:15 23-2221-INV [3] 1:3, 3:2, 100:7 25 [4] 1:9, 1:13, 47:19, 100:7 250 - 46:23 29th - 100:17 2:56 - 59:20 2X - 74:15	3 3,000 - 27:3 30 - 50:12 31st - 34:21 329 - 1:23 3X [3] 74:14, 74:18, 83:3 4 4 - 85:20 4:05 - 99:16 5 5th - 92:20 6 6th - 92:18 7 75 - 65:9 7th [5] 88:25, 88:25, 89:11, 89:15, 89:19 8 802/800 - 1:24 863-6067 - 1:24 88125(A - 80:25 8th [2] 86:9, 86:23 9 9 - 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