STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Petition of Reservoir Road Solar, LLC, for a Certificate of Public Good, pursuant to 30 V.S.A. § 248, to construct, own, and operate a 2.375 MW ground-mounted solar electric generation facility in Berkshire, Vermont	)))))))	Case No. 24-3571-PET

PREFILED SECOND SUPPLEMENTAL TESTIMONY OF SAM CARLSON

February 21, 2025

Summary: Mr. Carlson provides supplemental testimony introducing a memorandum of understanding with Vermont Electric Cooperative, Green Mountain Power, and Washington Electric Cooperative.

Q1. Please state your name, current employer, business address, and position.

A1. My name is Sam Carlson, and I am currently a Senior Project Development Manager at Encore Redevelopment, LLC d/b/a Encore Renewable Energy ("Encore").

Q2. Have you previously submitted testimony in this proceeding?

A2. Yes, I previously submitted direct prefiled testimony on behalf of Petitioner Reservoir Road Solar, LLC ("Petitioner" or "RRS") on December 4, 2024 and supplemental testimony on December 17, 2024.

Q3. What is the purpose of your testimony today?

A3. The purpose of my testimony is to introduce a memorandum of understanding ("MOU") between Petitioner and Vermont Electric Cooperative ("VEC"), Green Mountain Power ("GMP") and Washington Electric Cooperative ("WEC") regarding the Project's potential for impacts in the Sheffield-Highgate Export Interface ("SHEI") and to address the Project's further compliance with Section 248 criteria (b)(4) (economic benefit), (b)(7) (compliance with state energy plan) and (b)(10) (transmission impacts) as a result of the MOU. The MOU is provided in ***Exhibit RRS-SC-10.***

Q4. Please describe the MOU between Petitioner and VEC, GMP, and WEC.

A4. In my direct testimony dated December 4, 2024, I explained that Petitioner was in discussions with GMP, WEC, and VEC (together the "SHEI Utilities") regarding appropriate mitigation measures to offset potential impacts resulting from the Project's location within the SHEI region and that RRS and the SHEI Utilities had reached an agreement in principal that the Project should pay an appropriate grid adjustor mitigation fee of $12/kW capacity to the SHEI Utilities. The MOU reflects this agreed-upon mitigation fee, which totals a payment of $29,806.25 for the Project's 2.375 MW AC capacity. The Project will pay this fee to VEC within 10 days of commissioning the Project, and the SHEI Utilities will allocate this payment amongst themselves through a separate agreement. The MOU further states that, provided the Commission approves the MOU and includes a proposed CPG condition requiring this payment, the SHEI Utilities have no objection to the Project. The proposed condition to be included in the CPG is as follows:

> Within 10 days of commissioning the Project and receipt of a written permission to operate notice from the interconnecting utility, [the CPG Holder] shall pay to Vermont Electric Cooperative (VEC) $29,806.25 by Automated Clearing House or wire. VEC shall confirm receipt of funds within three business days and subsequently distribute the funds among the DU pursuant to a separate allocation agreement. The CPG Holder's failure to comply with this condition will result in revocation of the CPG without further action by the DU Parties or the Commission. Failure to comply with this condition will also allow the interconnecting utility to disconnect the Project from its system without further notice. This provision supersedes any term or condition contained in an interconnection rule or agreement.

See Sections 1-3 of MOU, ***Exhibit RRS-SC-10.***

Q5. Please describe how the MOU impacts the Project's compliance with Section 248 criteria.

A5. With the payment of the grid-adjustor fee under the MOU, the Project will mitigate any economic impacts on ratepayers of VEC, GMP, and WEC caused by SHEI constraints and will increase the total economic benefits of the Project to the state and its residents. Additionally, the MOU is consistent with the recommendations of the 2022 Comprehensive Energy Plan to consider economic mitigation fees in grid constrained areas such as the SHEI,[1] and will further ensure that the Project can be economically served by the existing transmission system without undue adverse economic impacts on Vermont utilities and ratepayers. With the MOU in place, the Project further complies with criteria (b)(4) (economic benefits), (b)(7) (compliance with the state electric plan) and (b)(10) (transmission facilities), each of which were also discussed in my previous testimony.

Q6. Does that conclude your testimony today?

A6. Yes, it does.

[1] *See* Vermont Department of Public Service, 2022 Comprehensive Energy Plan at 253, available at: https://publicservice.vermont.gov/sites/dps/files/documents/2022VermontComprehensiveEnergyPlan_0.pdf.