

**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	)	Case No. 24-3571-PET
a 2.375 MW ground-mounted solar electric	)	
generation facility in Berkshire, Vermont	)	
	)	

THIRD SUPPLEMENTAL PREFILED TESTIMONY OF SAM CARLSON

May 23, 2025

Summary: Mr. Carlson’s supplemental testimony introduces memorandums of understanding with the Agency of Natural Resources and the Agency of Agriculture, Food & Markets, and addresses a correction to the decommissioning estimate.

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

2 A1. My name is Sam Carlson, and I am currently a Senior Project Development Manager at
3 Encore Redevelopment, LLC d/b/a Encore Renewable Energy (“Encore”).
4

5 **Q2. Have you previously submitted testimony in this proceeding?**

6 A2. Yes, I previously submitted direct prefiled testimony on behalf of Petitioner Reservoir
7 Road Solar, LLC (“Petitioner” or “RRS”) on December 4, 2024 and supplemental
8 testimony on December 17, 2024 and February 21, 2025.
9

10 **Q3. What is the purpose of your testimony today?**

11 A3. The purpose of my testimony is to introduce a memorandum of understanding (“MOU”)
12 between Petitioner and the Agency of Natural Resources (“ANR”) provided in *Exhibit*
13 *RRS-ANR-1*, an MOU with the Agency of Agriculture, Food & Markets (“AAFM”)
14 provided in *Exhibit RRS-AAFM-1*, and a revised decommissioning plan, *Exhibit RRS-*
15 *SC-9(Rev)*.
16

17 **Q4. Please describe the MOU between Petitioner and ANR.**

18 A4. The MOU between RRS and ANR includes several proposed conditions for the Project
19 that both parties agree should be included in the Project CPG. Subject to the inclusion of
20 these conditions, ANR concludes in the MOU that the Project will avoid any undue

1 adverse impacts on the natural environment and natural resources under Section

2 248(b)(5). *Exhibit RRS-ANR-1*.

3
4 **Q5. Please describe the MOU between Petitioner and AAFM.**

5 A5. The MOU between RRS and AAFM includes several proposed conditions for the Project
6 that both parties agree should be included in the Project CPG. Subject to the inclusion of
7 these conditions, AAFM concludes in the MOU that the Project will avoid any undue
8 adverse impacts on primary agricultural soils under Section 248(b)(5). *Exhibit RRS-*
9 *AAFM-1*.

10
11 **Q6. Please describe the updates to the revised decommissioning estimate in Exhibit**
12 **RRS-SC-9 (Rev).**

13 A6. Petitioner reviewed the methodology that it used to calculate the square footage of soil
14 decompaction and soil redistribution during decommissioning for the Project and has
15 updated the estimate to be more consistent with the approach previously used in other
16 projects proposed by Encore Renewable Energy, Petitioner's parent company. More
17 specifically, Petitioner has expanded the estimate calculation to include the entire square
18 footage of primary agricultural soils ("PAS") that will be potentially impacted by the
19 Project, which is larger than the amount of soil that will be stockpiled and need to be
20 replaced. While accounting for the specific amount of stockpiled soils as the basis for the
21 remediation estimate is a reasonable approach, basing the estimate on the full amount of
22 PAS impacted by the Project results in a more conservative estimate that is in line with

1 the decommissioning estimate of other similarly sized projects. With this change, the
2 decommissioning estimate has been updated from \$77,043 to \$90,440. See ***Exhibit RRS-***
3 ***SC-9(Rev)***.

4
5 **Q7. Does that conclude your testimony today?**

6 **A7.** Yes, it does.