

STATE OF VERMONT
BEFORE THE
PUBLIC UTILITY COMMISSION

Petition of Chelsea Solar LLC, pursuant to 30)	Docket No. 17-5024-PET
V.S.A. § 248, for a certificate of public good)	
authorizing the installation and operation of the)	
“Chelsea Solar Project,” a 2.0 MW solar electric)	
generation facility located off Willow Road in)	
Bennington, Vermont)	

**CHELSEA SOLAR LLC’S RESPONSE TO THE MOTION TO INTERVENE OF THE
APPLE HILL HOMEOWNER’S ASSOCIATION**

INTRODUCTION

Chelsea Solar LLC (“Chelsea”) and the Apple Hill Homeowner’s Association (“AHHA”) executed a memorandum of understanding attached hereto as **Exhibit A** (the “AHHA MOU”) with respect to the Chelsea Solar project. Chelsea has no objection to the intervention of the AHHA if it is strictly limited to insuring that Chelsea abides by the terms of the AHHA MOU.

Chelsea opposes the AHHA motion to intervene in every other respect.

PUC Rule 2.209(B) provides in relevant part that

a person may, in the discretion of the Commission, be permitted to intervene in any proceeding when the applicant demonstrates a substantial interest which may be affected by the outcome of the proceeding. In exercising its discretion in this paragraph, the Commission shall consider (1) whether the applicant's interest will be adequately protected by other parties; (2) whether alternative means exist by which the applicant's interest can be protected; and (3) whether intervention will unduly delay the proceeding or prejudice the interests of existing parties or of the public.

The threshold issue that is neither waivable nor subject to the Commission’s discretion is that the proposed intervenor must “demonstrate[] a substantial interest which may be affected by the outcome of the proceeding.” The AHHA has not met that threshold requirement. Indeed, the AHHA has not even attempted to argue what interest it has (other than adherence to the AHHA

MOU), whether that interest is substantial, and how it might be affected by the outcome of this proceeding. The failure to do so is fatal to the balance of its motion.

Other than with respect to adherence to the AHHA MOU, the AHHA has no substantial interest in this proceeding. Moreover, whatever interest it purports to have will be protected by other parties. For example, the AHHA lists seven interests in its motion: orderly development/Town Plan, aesthetics including increased noise, wind and views, wildlife, air pollution, water pollution, streams, rare, threatened and/or endangered species. Between the Department of Public Service, the Agency for Natural Resources, the Town of Bennington and Libby Harris, AHHA's purported interest are adequately represented by other parties.

Respectfully submitted,

/s/Michael Melone

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Attorney for Chelsea Solar LLC

Dated: March 18, 2018

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated as of March 2, 2015 is between Chelsea Solar LLC (“Chelsea”) and the Apple Hill Homeowners Association and its members (collectively, the “Landowners”). Chelsea and the Landowners are also referred to collectively herein as the “Parties” and individually as a “Party.”

PRELIMINARY STATEMENT

On June 19, 2014, Chelsea filed a petition (Docket No. 8302) and supporting testimony and exhibits with the Vermont Public Service Board (“Board”) requesting a certificate of public good (“CPG”) under 30 V.S.A. § 248 to install and operate a 2.0 MW solar electric generation facility to be located at 500 Apple Hill Road in Bennington, Vermont (“Project”).

On August 4, 2014 the Landowners filed a motion to intervene with the Board citing several issues they had with the Project. On September 26, 2014, Chelsea filed supplemental testimony addressing certain issues raised by the Landowners.

The Parties have now resolved all outstanding issues between them and as such wish to memorialize their mutual understandings in this Memorandum of Understanding and stipulate as to certain conditions, as set forth below.

STIPULATION

The Parties, having had an opportunity to fully review and assess the proposed Project, and the modifications to the Project, and in order to resolve all issues between them with respect to the Project, hereby stipulate and agree to the following conditions:

- 1) Chelsea agrees to construct the access driveway connecting the northeastern corner of the Project with Apple Hill Road at the end of the Project’s construction timeline.

- 2) Chelsea will not utilize the Apple Hill Road access driveway for any decommissioning activities.
- 3) Chelsea agrees that it will not construct a permanent connection between Willow Road and Apple Hill Road through the Project property.
- 4) As stated in the SUPPLEMENTAL PREFILED TESTIMONY OF BRAD WILSON ON BEHALF OF CHELSEA SOLAR LLC, dated September 26, 2014, filed with the State of Vermont Public Service Board:

“A permanent access driveway will be constructed to connect the northeast corner of the property to Apple Hill Road. The permanent access driveway will be used for operations and maintenance (‘O&M’) traffic, as well as emergency vehicle access during project operation. No site clearing, site preparation, or construction traffic will utilize the permanent Apple Hill Road driveway, and no Project O&M traffic will utilize the temporary Willow Road driveway.”

- 5) Chelsea will provide contacts to the Landowners for the construction-period Project Manager and operations-period Asset Manager.

[SIGNATURE PAGES TO FOLLOW]

CHELSEA SOLAR, LLC

By: 

Michael Melone, Esq.

Dated: 3/2/15

APPLE HILL HOMEOWNERS ASSOCIATION

By: 

Bill Knight, President

Dated: 3/2/2015