

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 17-3935-INV

Investigation into programmatic adjustments to
the standard-offer program for 2018

Order entered: 07/20/2018

ORDER RE: 2018 STANDARD-OFFER AWARD GROUP

I. INTRODUCTION

On May 1, 2018, the Standard-Offer Facilitator (“Facilitator”) received 14 proposals in response to the 2018 Request for Proposals (“RFP”) under the standard-offer program. In this Order, the Vermont Public Utility Commission (“Commission”) directs the Facilitator to enter into standard-offer contracts with Furnace Brook Solar, Warner Solar, Stark Solar, and Otter Creek 1 Solar and to place Otter Creek 3 Solar in the reserve group.

II. PROCEDURAL HISTORY

On April 2, 2018, the Facilitator issued an RFP to solicit standard-offer projects to meet the requirements of 30 V.S.A. § 8005a(c). The available annual capacity for 2018 was 1.125 MW for the Provider Block and 6.375 MW for the Developer Block.¹ The RFP also specified capacity set-asides of 0.835 MW each for biomass plants, small wind plants (wind power with a capacity less than or equal to 100 kW), large wind plants, food waste anaerobic digestion plants, and hydroelectric plants.²

On May 1, 2018, the Facilitator received 14 proposals in response to the RFP. The proposals were opened on May 3, 2018, at the Commission’s offices and, on May 25, 2018, the Facilitator filed a report on the proposals and recommended that the Commission award contracts to seven projects (“Recommendations”). The Facilitator also recommended that the Commission place three projects in the reserve group and reject the remaining four proposals. The proposals are summarized in the following table, along with the Facilitator’s recommendations:

¹ The Developer Block is capacity reserved for proposals made by private developers and the Provider Block is capacity reserved for proposals made by Vermont retail electric utilities. See 30 V.S.A. § 8005a(c)(1)(B).

² *Programmatic Adjustments to the Standard-Offer Program*, Case 17-3935, Order of 3/16/18 at 23-24 (the “March 16 Order”).

2018 Standard Offer Program RFP Proposals Received

PROJECT NAME	TECHNOLOGY	PRICE (\$/kWh)	SIZE (MW)	CATEGORY TOTAL (MW)	RECOMMEND CONTRACT?
PROVIDER BLOCK					
1861 Solar	Solar	0.1250	1.000	1.000	Yes
DEVELOPER BLOCK					
Technology Diversity Block					
Tomlinson Wind	Small Wind	0.2580	0.090		Yes
Middlebury Resource	Food Waste	0.2050	1.014		Yes
North Hartland Unit 3	Hydroelectric	0.1300	0.500	1.604	Yes
Price Competitive Block					
Bennington East Solar	Solar	0.0874	1.700		Yes
Furnace Brook Solar	Solar	0.0884	1.700		Yes
Power Factor Solar	Solar	0.0899	2.200		No
Warner Solar	Solar	0.1087	2.200		Yes
Stark Solar	Solar	0.1106	2.200		Reserve
Otter Creek 1 Solar	Solar	0.1112	2.200		Reserve
Otter Creek 3 Solar	Solar	0.1126	2.200		Reserve
Vergennes Solar	Solar	83.9800	2.200		No
Charlotte Solar – Lake Road	Solar	86.5000	2.200		No
St. Albans Solar	Solar	—	2.200	21.000	No
Total				23.604	

The Facilitator provided the following reasons for recommending that the Commission reject four of the proposals. The Power Factor Solar proposal failed to comply with the project map requirements of Section 3.2.4 of the RFP, and the bid form required by Section 2.2 of the RFP was not signed. The Vergennes Solar and Charlotte Solar proposals failed to comply with either the project map requirements of Section 3.2.4 or the price cap formats set forth in Section 3.3.4 of the RFP. The St. Albans Solar proposal did not include a completed bid form.

On June 15, 2018, the Commission issued an order awarding contracts to three projects: 1861 Solar, Tomlinson Wind, and Middlebury Resource Recovery.³ In the same order, the Commission requested comments on the deficiencies identified by the Facilitator with respect to the four proposals recommended for rejection and on whether the proposed North Hartland Unit 3 project was part of the same “project,” as that term is used in 30 V.S.A. § 8002(18) and Sections 3.2.1 and 3.2.3 of the RFP, as North Hartland Units 1 and 2.

On June 22, 2018, the Facilitator filed an addendum to its Recommendations explaining that Windsor Tech Solar, which received a standard-offer contract as part of the 2017 RFP, had withdrawn from the award group on March 16, 2018. The 2017 RFP specified that the 1.222 MW capacity associated with Windsor Tech’s withdrawn contract should be allocated to the 2018 RFP because the withdrawal occurred after January 1st but before April 1st.⁴ The Facilitator explained that the additional capacity available due to Windsor Tech’s withdrawal allowed the Commission to award an additional contract and recommended Stark Solar, which the Facilitator had previously recommended for the reserve group.

On June 25, 2018, the Vermont Department of Public Service (“Department”) and MHG Solar LLC⁵ filed comments. Allco Renewable Energy Ltd. (“Allco”) and Otter Creek Solar LLC also filed joint comments.

On June 26, 2018, Green Mountain Power Corporation (“GMP”) and NextEra Energy Resources Development (“NextEra”)⁶ filed comments. MHG Solar also filed additional comments responding to the comments filed by Allco.

On June 29, 2018, the Facilitator notified the Commission that the Bennington East Solar project had withdrawn its proposal from the 2018 standard-offer program.

No other comments have been received.

³ *Programmatic Adjustments to the Standard-Offer Program*, Case 17-3935, Order of 6/15/18 (the “June 15 Order”).

⁴ *Request for Proposals for the Standard Offer Program*, April 24, 2017, § 3.3.2.

⁵ MHG Solar LLC is the proponent of the Furnace Brook Solar project.

⁶ NextEra is the proponent of the Power Factor Solar, Vergennes Solar, and Charlotte Solar projects.

III. DISCUSSION

A. Technology Diversity Developer Block

North Hartland Unit 3

Two of the mandatory requirements in Section 3.2.1 of the RFP state that all standard-offer projects must:

2. Have an installed net AC capacity, defined in 30 V.S.A. § 8002(19), measured at the project's location, no greater than:
 - 2.2 MW for projects in the Price-Competitive Developer Block or the Technology Diversity Developer Block;

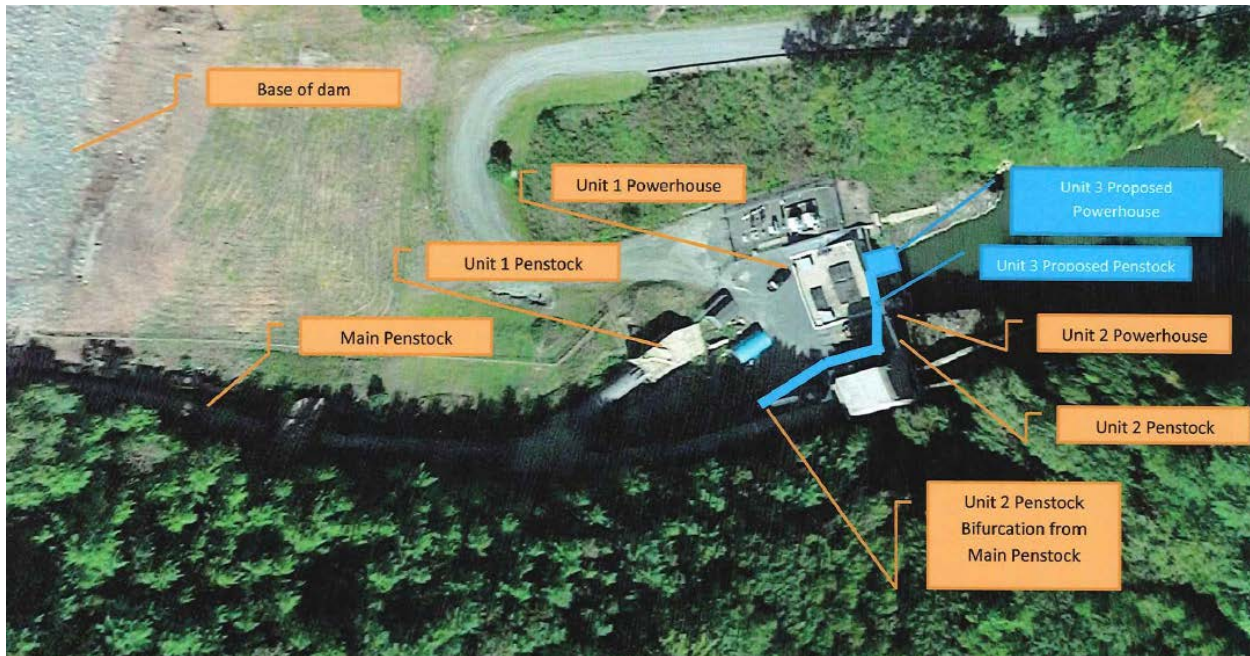
3. Not already be selling its output to VEPP or Vermont distribution utilities. This provision is not designed to limit the ability of a proponent to submit a proposal for an additional project or to prevent a Vermont distribution utility from submitting a proposal for a new standard-offer contract as part of the Provider Block being established by the Commission.⁷

Section 3.2.3 of the RFP further states that “[i]f a proposed project is located at, adjacent to, or near an existing or proposed renewable energy generation facility, the project proponent must demonstrate that the two facilities would be considered separate plants under 30 V.S.A. § 8002(18).” Section 8002(18) defines “plant” as:

an independent technical facility that generates electricity from renewable energy. A group of facilities, such as wind turbines, shall be considered one plant if the group is part of the same project and uses common equipment and infrastructure such as roads, control facilities, and connections to the electric grid. Common ownership, contiguity in time of construction, and proximity of facilities to each other shall be relevant to determining whether a group of facilities is part of the same project.

The North Hartland, LLC's Unit 3 proposal adds a third generating unit to an existing dam in Hartland, Vermont. The project map included with the proposal is shown below. As the project map shows, the proposed Unit 3 powerhouse would be adjacent to an existing Unit 2 powerhouse and fed by an offshoot from the Unit 2 penstock, which itself is an offshoot of the main penstock feeding the powerhouse for Unit 1.

⁷ VEPP, Inc. is a not-for-profit Vermont corporation acting as the standard-offer facilitator and purchasing agent for the Standard Offer Program.



Project Map from North Hartland Unit 3 Proposal

North Hartland’s proposal for the Unit 3 project explains that Unit 1 is 4 MW, was commissioned in 1985, and sells its output to GMP. Unit 2 is 137.5 kW, was commissioned in 2012, and sells its output to VEPP under an existing standard-offer contract.⁸

North Hartland’s proposal explains that adding Unit 3 would allow it to take advantage of flows between 40 and 120 cubic feet per second, which are too large to bypass or send through Unit 2 and too small to generate power using Unit 1. North Hartland states that Unit 3 would require new control equipment but would use the existing interconnection to GMP’s system. According to North Hartland, Unit 3 should be considered a separate plant under 30 V.S.A. § 8002(18) because it would be installed six years after Unit 2 and more than 30 years after Unit 1.

The Facilitator recommended that the North Hartland Unit 3 project be placed in the Technology Diversity Block award group. The Facilitator noted that although the project “could share infrastructure with the existing North Hartland Standard Offer Project (0.138 MW)

⁸ The effective date of the Unit 2 contract is June 8, 2011, and was part of the original 50 MW capacity allotment for the standard-offer program.

according to Section 3.2.3 of the RFP, the proposed project is being recommended for the Award Group because the plant would not collectively exceed the 2.2 MW project cap.”⁹

Allco Renewable Energy Limited and Otter Creek Solar LLC (“Allco”), the Department, and GMP submitted comments addressing the Commission’s question on how “North Hartland Unit 3 complies with the requirements of Section 3.2.1 and 3.2.3 of the RFP and 30 V.S.A. § 8002(18), including whether North Hartland Unit 3 is part of the same ‘project’ as the other North Hartland units as that term is used in the RFP and section 8002(18).”¹⁰ Although the comments vary in their reasoning, all conclude that the North Hartland Unit 3 proposal should not be eligible for a standard-offer contract. North Hartland did not submit any comments in response to our request.

Allco maintains that North Hartland Unit 3 is part of the same project as Units 1 and 2 and is not an independent technical facility. Allco represents that Units 1, 2, and 3 would all use the same dam, the same interconnection with GMP, and the same access road and would share much of the same infrastructure. Allco’s comments also attached several exhibits, including a document from North Hartland’s FERC relicensing efforts characterizing Units 1 and 2 as a single 4,137.5 kW project and a FERC order certifying that the addition of Unit 2 qualified for tax credits for “incremental production gains from efficiency improvements or capacity additions to existing hydroelectric facilities.”¹¹

The Department states that the proposed North Hartland Unit 3 project appears to satisfy the requirements of Section 3.2.1 because it is in Vermont, has a capacity of less than 2.2 MW, is not already selling output to VEPP or Vermont distribution utilities,¹² and has proposed prices below the price caps in the RFP. The Department further concludes, however, that North Hartland has not met its burden of demonstrating that Units 1, 2, and 3 are separate “plants” as defined in 30 V.S.A. § 8002(18). According to the Department, although Unit 3 would not be constructed contiguous in time with Units 1 and 2, it does not satisfy the remainder of the

⁹ Recommendations at 3 n.4.

¹⁰ June 15 Order at 4.

¹¹ Exhibit B to Allco Comments at 1.

¹² The Department states that North Hartland’s proposal represents “that it is not already selling its output to VEPP Inc. or the Vermont electric utilities” and that it “has no evidence to the contrary nor any reason not to trust the applicant.” Department Comments at 2.

considerations to be a separate “project” under the two-part definition set forth in Section 8002(18).

GMP maintains that the North Hartland Unit 3 proposal does not provide sufficient information to determine whether it complies with either Section 3.2.1 or 3.2.3 of the RFP. GMP explains that Unit 3 alone would satisfy the requirements of Section 3.2.1 (in Vermont, less than 2.2 MW, not already selling capacity to VEPP or a Vermont distribution utility, and bid price below set caps). If Unit 3 is not a separate plant from existing Units 1 and 2, then, according to GMP, the project does not qualify because it is already selling capacity to VEPP and a Vermont distribution utility and the combined capacity would exceed 2.2 MW because Unit 1 alone is 4 MW. GMP also notes that the proposed price for the Unit 3 project (\$0.13/kWh) is more than the current pricing of \$0.1224/kWh that Unit 2 receives under its existing standard-offer contract.¹³

Because North Hartland Unit 3 would be “located at, adjacent to, or near an existing . . . renewable energy generation facility,” Section 3.2.3 of the RFP requires North Hartland to demonstrate that it would be considered a separate “plant” under 30 V.S.A. § 8002(18). We have previously explained that facilities are a single plant if they are “part of the same project *and* share common equipment and infrastructure.”¹⁴ North Hartland’s proposal points to the “contiguity in time of construction” factor of Section 8002(18) as support for concluding that Unit 3 is not part of the same project as Unit 1 (built 30 years ago) and Unit 2 (built six years ago). North Hartland also represents in its proposal that Unit 3 “would require new control equipment,” but does not explain whether the new control equipment would also be shared with Unit 1 and Unit 2. The remaining considerations set forth in Section 8002(18)’s definition of “plant”—common ownership, proximity of facilities, and the use of common equipment and infrastructure such as roads and connections to the electric grid—all favor the conclusion that Unit 3 would be part of the same “plant” as Units 1 and 2.

We conclude that the proposal for North Hartland Unit 3 does not demonstrate that it is a separate plant as required by the statutory definition of plant incorporated in Section 3.2.3 of the RFP. Although it would not be contiguous in time of construction with Units 1 and 2, Unit 3

¹³ The standard-offer contract for North Hartland Unit 2 provides a levelized price of \$0.1228/kWh. The \$0.1224/kWh amount referenced by GMP is the rate for this year.

¹⁴ *Programmatic adjustments to the standard-offer program*, Docket 8817, Order of 10/20/17 at 14.

would be under common ownership and would substantially overlap with the existing equipment and infrastructure of those units. Our conclusion that Unit 3 is not a separate plant implicates both the statutory 2.2 MW capacity limit of the standard-offer program and the RFP's exclusion of projects already selling output to VEPP or Vermont distribution utilities. We recognize that our conclusion is contrary to the technology diversity goals of the standard-offer program reflected in 30 V.S.A. § 8005a(c)(2) and may reflect an ongoing challenge for proposals in the hydroelectric power category. However, because the definition of "plant" is statutory in origin, we must apply that definition as written.

Accordingly, we do not authorize the Facilitator to award a contract to the North Hartland Unit 3 proposal. As specified in our March 16 Order, the remaining 3.25 MW of unused capacity from the Technology Diversity Developer Block is allocated to the Price Competitive Developer Block because there are no other proposals in the Technology Diversity Developer Block.¹⁵

B. Price Competitive Developer Block

The Facilitator recommended rejecting four of the proposals received in the Price Competitive Block—Power Factor Solar, Vergennes Solar, Charlotte Solar, and St. Albans Solar—for the reasons outlined in the June 15 Order, about which we requested comments. We address below the comments received on the various deficiencies identified by the Facilitator.

In future RFPs, we encourage bidders to carefully review their submissions prior to submitting them to the Facilitator and even consider an in-person review of the materials with the Facilitator to determine that the RFP requirements have been satisfied. This will ensure that all bids submitted may be evaluated on their merits rather than rejected based on technical deficiencies and streamline the RFP bid-review process.

Deficient Project Maps

Section 3.2.4 of the 2018 RFP specifies the requirements for the project maps that must be included with each proposal. Section 3.2.4 is a subsection of Section 3.2, which is titled "Mandatory Requirements" and explains that "[p]roposals must satisfy the mandatory

¹⁵ March 16 Order at 50-51.

requirements outlined in this section to be considered further in the evaluation process.” The Facilitator recommended that the Commission reject the proposals from Power Factor Solar, Vergennes Solar, and Charlotte Solar because the project maps included with the proposals did not comply with Section 3.2.4.

The Department, GMP, and MHG Solar all agreed with the Facilitator that the project maps provided for Power Factor Solar, Vergennes Solar, and Charlotte Solar do not comply with Section 3.2.4 for the reasons stated in the Facilitator’s recommendations. NextEra, the proponent of the Vergennes Solar and Charlotte Solar projects, also submitted comments agreeing with the Facilitator’s conclusion that NextEra’s project maps “do not comply with Section 3.2.4 of the 2018 RFP in several minor respects.”

NextEra offered to provide corrected maps to the Facilitator and the Commission. Power Factor Solar did not submit comments addressing the deficiencies identified by the Facilitator, but a representative of the project, Andrew Streit, attempted to submit a corrected map for the project through the Commission’s ePUC system (case no. 18A-1920).

The project map requirements of the RFP are part of the “mandatory requirements” of Section 3.2 of the RFP and we cannot accept corrected maps after the RFP deadline. Permitting project proponents to modify their bid proposals after submission would prejudice participants that submitted proposals that fully complied with the requirements of the RFP. Furthermore, we do not agree that the deficiencies in the project maps were minor. These requirements are included to facilitate proposal review and promote the likelihood that projects receiving RFP awards will be developed. Accordingly, we accept the Facilitator’s recommendation and reject the proposals from Power Factor Solar, Vergennes Solar, and Charlotte Solar for their failure to comply with Section 3.2.4 of the RFP.¹⁶

Missing Bid Forms

The proposal submitted for the St. Albans Solar project did not include a bid form, which is required by Section 2.2 of the RFP. NextEra states that its records show that a bid form was

¹⁶ The price proposals for Charlotte Solar and Vergennes Solar were also not in compliance with the RFP requirements that prices be stated “to four decimal places in \$/kWh.” *See* RFP Section 3.3.3. Because we are rejecting these proposals based on the deficiencies in the project maps, we do not address whether stating prices in \$/MWh is the type of “minor” deficiency that is within the Facilitator’s discretion to disregard.

included as Exhibit 5 to the St. Albans bid package. The bid package did not include an Exhibit 5 when the proposals were opened by the Facilitator at the Commission's offices.

Comments received from Allco, the Department, GMP, and MHG Solar all state that the omission of a completed bid form is not a minor deficiency that can be disregarded by the Facilitator.

A bid form contains information about the proposed project that is necessary to evaluate the eligibility of that project for the standard-offer program. For example, due to the missing bid form, we are unable to determine the bid price for the St. Albans Solar proposal or whether the project is already selling output to VEPP or Vermont distribution utilities.¹⁷ We therefore accept the Facilitator's recommendation and reject the St. Albans Solar proposal.

Additional Issues Raised by Allco

Although it was not an issue on which the Commission requested comments, Allco asserts that the site-control documents submitted by MHG Solar for the Furnace Brook Solar proposal do not give the project site control for the full 25-year term required for solar standard-offer contracts. According to Allco, the purchase agreement for the Furnace Brook site includes a buyback option that allows the seller to repurchase the property beginning 25 years from the closing date of the sale. Allco asserts that because the closing date must occur before construction of the Furnace Brook Solar project can begin and because the 25-year standard-offer contract period for solar projects runs from the commissioning date of the project, the site-control period will be less than the standard-offer contract period.

MHG Solar responded to Allco's comments and explained that Allco's reading of the option agreement and the purchase-and-sale agreement is incorrect. MHG Solar explains that Section 5(a) of the option agreement gives MHG Solar a right of entry to begin site evaluation and preparation during the two-year period beginning on March 18, 2018. The purchase-and-sale agreement, MHG Solar continues, includes an option for the current owner of the property to repurchase the property that may be exercised 25 years after the closing date of the purchase

¹⁷ The proposal submitted by Power Factor Solar included a bid form, but the form was not signed. Mr. Streit filed a signed bid form in case no. 18A-1915 attempting to cure the defect. Because we have already agreed with the Facilitator's recommendation to reject the Power Factor Solar proposal because of problems with its project map, we need not also consider Power Factor Solar's failure to sign its bid form.

of the project site by MHG Solar. The repurchase option expires after MHG Solar removes all structures and equipment from the property or 24 months from the 25th anniversary of the closing date on the purchase-and-sale agreement, whichever occurs first. MHG Solar explains that the two-year option up front, the 25-year ownership period, and the decommissioning period of up to two years at the end of the 25-year ownership period provide site control for the full duration of the standard-offer contract.

After reviewing the site-control documents, including the option agreement and the purchase-and-sale agreement, we agree that MHG Solar has satisfied the RFP's site-control requirements. The option period permits MHG Solar to undertake significant site preparation prior to purchasing the project, and the repurchase option provides for the removal and decommissioning of the project. As MHG Solar explains, the option periods combined with the ownership period provide MHG Solar with 29 years of site control, which would exceed the 25-year period of a standard-offer contract for a solar facility.

IV. AWARD GROUP

Of the 6.375 MW allocated to the Developer Block, 4.175 MW was initially allocated to the Technology Diversity categories and the remaining 2.2 MW was allocated to the Price Competitive block. The 3.25 MW of unused capacity from the Technology Diversity categories is added to the Price Competitive block, resulting in a total available capacity from the 2018 allocation of 5.45 MW. Additionally, the withdrawal of the Windsor Tech Solar project from the 2017 RFP award group contributes an additional 1.222 MW to available capacity for the 2018 RFP, yielding a total of 6.672 MW of capacity available to the Price Competitive Developer Block for 2018.

We have already awarded contracts to 1861 Solar, Tomlinson Wind, and Middlebury Resource Recovery.¹⁸ The Facilitator initially recommended awarding contracts to Bennington East Solar, Furnace Brook Solar, and Warner Solar for a total of 5.6 MW on the assumption that a total capacity of 4.950 MW was available and recommended that Stark Solar, Otter Creek 1 Solar, and Otter Creek 3 Solar be placed in the 2018 reserve group. The Facilitator updated its recommendations to include an award to Stark Solar to account for the additional capacity

¹⁸ June 15 Order at 2-3.

available from the withdrawal of the Windsor Tech Solar project from the 2017 award group. Additionally, the elimination of the North Hartland Unit 3 project and the withdrawal of the Bennington East Solar project proposal allow for the award of an additional contract to Otter Creek 1 Solar. Accordingly, we direct the Facilitator to enter into standard-offer contracts with the following four additional proposals: Furnace Brook Solar, Warner Solar, Stark Solar, and Otter Creek 1 Solar, for a total award of 8.3 MW. These results are summarized in the table below.

PROJECT NAME	TECHNOLOGY	PRICE (\$/kWh)	SIZE (MW)	CATEGORY TOTAL (MW)
1861 Solar	Solar	0.1250	1.000	1.000
Technology Diversity Block				
Tomlinson Wind	Small Wind	0.2580	0.090	0.090
Middlebury Resource Recovery	Food Waste	0.2050	1.014	1.014
Price Competitive Block				
Furnace Brook Solar	Solar	0.0884	1.700	
Warner Solar	Solar	0.1087	2.200	
Stark Solar	Solar	0.1106	2.200	
Otter Creek 1 Solar	Solar	0.1112	2.200	8.3
Total				10.404

V. ORDER

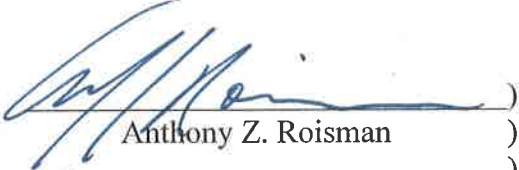
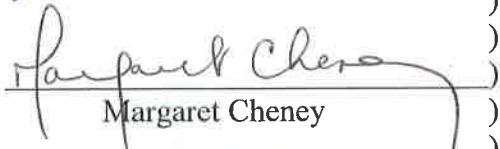

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the Vermont Public Utility Commission (“Commission”) that:

1. The Standard Offer Facilitator is directed to make standard-offer contracts available to the proposals listed above.

2. The Standard Offer Facilitator is directed to place the Otter Creek 3 Solar project in the Reserve Group.

SO ORDERED.

Dated at Montpelier, Vermont, this 20th day of July, 2018.

)	
Anthony Z. Roisman)	PUBLIC UTILITY
)	
)	
Margaret Cheney)	COMMISSION
)	
)	
Sarah Hofmann)	OF VERMONT

OFFICE OF THE CLERK

Filed: July 20, 2018

Attest: 
Clerk of the Commission

Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Commission (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: puc.clerk@vermont.gov)

Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Commission within 30 days. Appeal will not stay the effect of this Order, absent further order by this Commission or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Commission within 28 days of the date of this decision and Order.

PUC Case No. 17-3935-INV - SERVICE LIST

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