

Memorandum of Agreement

Memorandum of Agreement, dated as of September 20, 2012, between the Vermont Agency of Natural Resources ("ANR") and Green Mountain Power Corporation ("GMP").

Whereas, GMP and ANR wish to set forth a common understanding of the status of the Mollys Falls hydroelectric project and the parties' future intentions with regard to regulation and operation of the project.

Whereas, GMP owns and operates the Mollys Falls hydroelectric project in Marshfield, Vermont.

Whereas, the Mollys Falls project is currently not under the jurisdiction of the FERC pursuant to a FERC Order Dismissing License applications issued August 24, 1979.

Whereas, the ANR wants to initiate the conference process with GMP regarding the Mollys Fall project pursuant to 10 V.S.A. § 1003.

Whereas, GMP is contemplating alterations to the spillway at the Mollys Falls Reservoir to improve operations during extreme weather events such as those experienced during Tropical Storm Irene in August of 2011. These alterations would require a Certificate of Public Good ("CPG") from the Public Service Board ("PSB") pursuant to Title 10, Chapter 43.

Whereas, the parties are interested in setting forth a schedule to conduct the studies and gather the information necessary to make future decisions about the operation of the Mollys Falls project.

Whereas, the ANR has identified several areas that require further investigation such as water quality data in the Winooski River below the project location; fishery, instream flow and aquatic habitat assessments in the bypass region of the project and in the Winooski River below the project location; an assessment of erosion and siltation below the project location; an assessment of the recreational uses below the project location; an assessment of the winter drawdown of the reservoir; and an assessment of the aesthetics of Mollys Falls.

Whereas, GMP agrees to work in good faith with the ANR to develop a detailed scope of work and time schedule for those areas that require further investigation described above and that are necessary to obtain a CPG from the PSB pursuant to Title 10, Chapter 43.

Whereas, GMP agrees to pay the costs of conducting the studies developed in the mutually agreed upon scope of work necessary for filing a CPG.

Whereas, the parties agree that the studies and information described above will be undertaken according to the following schedule:

March 1, 2014: Initiate study planning process.

2014 through 2015: Conduct and complete studies.

March 1, 2016: GMP provides all final study reports to ANR.

May 1 – September 1, 2016: GMP and ANR discuss study results.

March 1, 2017: GMP submits application to the PSB.

Whereas, the parties agree that once the studies and information have been gathered and reviewed GMP will file an application with the PSB for a CPG and that this process will begin no later than March 1, 2017. In the event GMP does not file an application with the PSB as described herein, the ANR reserves all rights to initiate a proceeding related to the Mollys Fall hydroelectric project under 10 V.S.A. § 1003.

Whereas, the parties will work in good faith to reach a mutual agreement with regard to any changes in operation of the project in the future and will present that agreement to the PSB as part of the proceedings required for a CPG, however both parties waive no legal rights if such a mutual agreement is not reached.

Whereas, GMP currently operates the Mollys Falls Project in the following manner: Normal operating level from Memorial Day to Labor Day (i.e. Summer Recreational Level) is 536.55 feet above sea level (Top of Service Spillway stop logs) with this level achieved usually by early May; average winter drawdown level from December to March is 523.35 feet above sea level with drawdown beginning in early December. The timing of the drawdown to winter levels and refilling to summer recreational levels are dependent upon precipitation.

Whereas, the parties agree that in the interim period prior to GMP's application for and receipt of a CPG from the PSB that GMP's current operating levels generally outlined above shall be maintained and in the event that GMP seeks to alter these operating levels that GMP will consult with the ANR prior to the change in operation. In addition, the parties retain any and all legal rights related to any changes in operation taken prior to the regulation of the project pursuant to Title 10, Chapter 43.

Whereas, the parties agree to work in good faith to evaluate whether any increased flows can be provided into the bypass region of Mollys Brook during the interim period utilizing existing infrastructure and without alteration to the operating regime described herein.


Whereas, the parties agree that this MOA shall not be relied upon in a future regulatory proceeding as evidence that the ANR has deemed that the operating regime described herein complies with the Vermont Water Quality Standards.

This Agreement may be amended only by mutual, written agreement by both parties and shall become effective upon the date that both parties have executed this Agreement.

Vermont Agency of Natural Resources

By: 
Deb Markowitz, Secretary

Green Mountain Power

By: 
Bob Griffin, Vice President of Power Supply/Risk Management