

Exhibit CS-BW-75

Docket 8302
Partial MOU with ANR 01.16.15

**STATE OF VERMONT
PUBLIC SERVICE BOARD**

Petition of Chelsea Solar LLC, pursuant to 30	)	
V.S.A. § 248, for a Certificate of Public Good	)	
authorizing the installation and operation of a	)	
2.0 MW solar electric generation facility to be	)	
located at 500 Apple Hill Road in Bennington,	)	Docket No.8302
Vermont	)	

PARTIAL MEMORANDUM OF UNDERSTANDING

This Partial Memorandum of Understanding (“MOU”) dated as of January 16, 2015 is among Chelsea Solar LLC (“Chelsea” or “Petitioner”) and the Vermont Agency of Natural Resources (“ANR” or “Agency”). Petitioner and ANR are also referred to collectively herein as the “Parties” and individually as a “Party.”

PRELIMINARY STATEMENT

On June 19, 2014, Chelsea filed a petition 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 July 16, 2014, the Board issued a notice of prehearing conference. A second notice of prehearing conference was issued on August 4, 2014. A prehearing conference was held on August 25, 2014.

The Board issued a prehearing conference memorandum on August 28, 2014, establishing a date on which the parties were to file their proposed schedule for the docket and a date by which Petitioner was to file supplemental prefiled testimony.

On September 26, 2014, Petitioner filed supplemental prefiled testimony and exhibits.

On October 14, 2014, the Board issued a procedural order establishing a schedule for the docket.

A site visit was conducted on October 16, 2014, as was a public hearing. Representatives of the Agency and Chelsea attended the site visit.

The Agency propounded discovery on Chelsea on November 3, 2014, and Chelsea provided its responses on November 14, 2014.

The Parties have discussed various aspects of the Project and have resolved all outstanding issues between them related to the solar array portion of the Project, and as such wish to memorialize their mutual understandings in this Partial Memorandum of Understanding and stipulate as to certain conditions, as set forth below. This is the first of two anticipated Memoranda to cover the Project. The Second MOU will address that portion of the Project involving the Green Mountain Power distribution line extension and placement of utility poles on the Project site and south and east of the Project. While the parties agree to attempt to reach a second MOU concerning the GMP line extension after the appropriate studies have been completed, they expressly reserve the right to litigate any issues that may arise concerning the location or construction of the GMP distribution line notwithstanding anything contained herein.

STIPULATION

The Parties, having had an opportunity to fully review and assess the proposed Project (other than with respect to the GMP line extension), and the modifications to the Project, hereby stipulate and agree that the solar array portion of the Project, with the proposed changes, and subject to compliance with the below conditions, will satisfy the conditions under Section

248(b)(5). The Parties further agree that the below conditions shall be incorporated into any Certificate of Public Good ("CPG") issued by the Board.

1. All prefiled testimony and exhibits, this MOU, and the Petition shall be admitted without objection as evidence in the proceeding. The terms and conditions of this MOU shall supersede any inconsistent prefiled testimony and exhibits. The Hearing Officer and the Board may rely on this evidence to issue findings of fact, conclusions of law and an Order and a Certificate of Public Good consistent with the Proposal for Decision submitted with this MOU.

2. Petitioner will not commence construction prior to obtaining an authorization to discharge under Construction General Permit 3-9020 from the agency that authorizes the discharge of stormwater runoff from construction activities. All Project construction shall be performed in accordance with such permit.

3. Petitioner shall comply with the following provisions in order to mitigate impacts to the following plants, so that such impacts are not unduly adverse: Arrow-Leaved American Aster (*Symphyotrichum urophyllum*), an S1-ranked very rare species, and Nimblewill Muhly (*Muhlenbergia schreberi*), an S2-ranked rare species.

a. Prior to site preparation or construction of the Project:

i. Petitioner shall establish, and designate, two Conservation Areas in the areas shown on the Site Plan included as Attachment C to the Rare, Threatened and Endangered Plant Mitigation Report dated November 11, 2014 (Plant Report), and admitted into evidence in this proceeding. The Conservation Areas shall encompass the entire polygons of the areas shown in the southwest (to be designated Conservation Area 1) and southeast (to be designated Conservation Area 2) corners of the property

on the Site Plan. In other words, the Conservation Area polygons shall include the totality of the contiguous diagonal line markings shown on the Site Plan and illustrated in various colors designating the RTE survey information for “S3 – Uncommon”, “S1 – Very Rare” and “Proposed Mitigation area” in the southwest and southeast corners of the property.

ii. The Conservation Areas shall be identified with GPS coordinates, as shall the three 2’ by 2’ transplant plots identified in the Plant Report. The GPS coordinates shall be provided to the Agency’s Natural Heritage Inventory program, and the locations of the transplant plots shall be added to, and clearly shown on, a larger scale version of the Site Plan (or a current aerial photo), which shall also to be provided to the Agency.

iii. The Arrow-leaved American Aster plants located in the area of the proposed solar arrays shall be transplanted to the transplant plots in a manner, under conditions, and within a date range, approved in advance by the Agency.

iv. Petitioner shall carry out the activities (tree and shrub removal) as described in the Plant Report for establishment of the Conservation Areas, taking care not to damage or disturb the Arrow-leaved American Aster plants existing in, or transplanted to, those areas. All equipment shall be cleaned of soil and plant material prior to entry into the Conservation Areas in order to minimize the spread of invasive species by reducing the transportation and introduction of seeds and plant material.

- v. Prior to site clearing and construction, Petitioner shall place a temporary perimeter fence, consisting of an orange snow fence, or similar fencing, to ensure that construction workers and machinery avoid the Conservation Areas. Petitioner shall have a representative of Arrowwood Environmental inspect the fencing prior to construction, to confirm it is appropriately located, secured, and clearly visible. The Arrowwood Environmental representative shall also brief the construction crew on the locations of, and need for avoidance of, the Conservation Areas prior to commencement of construction and site preparation activities.
 - vi. The temporary perimeter fencing shall be removed upon completion of all construction activities.
 - vii. The Nimblewill Muhly plant populations identified in the northeast corner of the easterly-most portion of the property shall also be fenced off and avoided during construction and site preparation activities, utilizing the same protocols in subpart v., above. The temporary fencing shall also be removed upon completion of all construction activities.
- b. Monitoring of Conservation Areas:
- i. The Conservation Areas shall be monitored by Arrowwood Environmental for a period of three years from completion of construction to document survivorship of the transplanted plants as further described in the Plant Report.
 - ii. The Conservation Areas, and surrounding 50' zone, shall be inspected by Arrowwood Environmental at least one time per year for a

period of three years from completion of construction to monitor and control any invasive plants within the Conservation Areas and the surrounding 50' zone. All invasive plants shall be removed from these areas. The use of herbicides is not permitted without express written approval of the Agency. Mechanical removal is allowed.

iii. An annual report detailing the activities identified in subparts b.i. and ii., above shall be submitted to the Agency's Natural Heritage Inventory program by December 31 of each year during the three-year monitoring period.

iv. Representatives of the Agency's Natural Heritage Inventory program shall be permitted to access the Conservation Areas, at reasonable hours, in order to independently inspect the conditions of those areas and the plants growing therein during the life of the Project.

c. During operation of the Project:

i. Petitioner shall make its operations and maintenance contractors aware of the Conservation Areas. All operations and maintenance activities shall be conducted in a manner that avoids damage or harm to the Arrow-leaved American Aster plants, and other plants noted in the Plant Report. The Conservation Areas shall be mowed at least once every three years. All mowing in these areas shall take place after October 15.

ii. All equipment shall be cleaned of soil and plant material prior to entry into the Conservation Areas in order to minimize the spread of

invasive species by reducing the transportation and introduction of seeds and plant material.

d. During decommissioning of the Project:

i. Prior to decommissioning activities, Petitioner shall place a temporary perimeter fence, consisting of an orange snow fence, or similar fencing, to ensure that construction workers and machinery avoid the Conservation Areas. Petitioner shall have a qualified botanist inspect the fencing prior to decommissioning, to confirm it is appropriately located, secured, and clearly visible. The qualified botanist shall also brief the decommissioning crew on the locations of, and need for avoidance of, the Conservation Areas prior to commencement of decommissioning activities. All decommissioning activities shall avoid the Conservation areas.

ii. The temporary perimeter fencing shall be removed upon completion of all decommissioning activities.

4. Petitioner shall provide the Agency with the following Project “as-built” information within 60 days of the commissioning date of the Project to assist the Agency with compiling and analyzing greenhouse gas impacts:

- a. Solar panel manufacturer and model;
- b. Solar panel cell technology (e.g. mono-Si, multi-Si, CdTe, etc.);
- c. Rated solar panel output (in watts);
- d. Number of solar panels installed;
- e. Array mounting type (fixed, 1-axis tracking, 2-axis tracking, ground, roof, other);

- f. For fixed or 1-axis tracking, panel orientation and mounting angle;
- g. Rack system manufacturer and model;
- h. Rack system components, including the number of aluminum rails, steel mounting posts, etc.;
- i. Number and type of any other mounting components (e.g. concrete ballasts and foundation blocks);
- j. Manufacturer, model and number of inverters;
- k. Manufacturer, model and number of transformers;
- l. Mass of concrete used (for ballasts, foundations, mounting pads, etc.);
- m. Percent of Portland cement composition of concrete;
- n. Description, quantity and source of any recycled materials used (e.g., recycled content concrete, recycled aluminum racking, etc.);
- o. Amount (length) and gauge of wiring used for project;
- p. Components for connection to grid (circuit boxes, circuit breaker panels, metering equipment, etc.);
- q. Distance (e.g., truck miles traveled) for transport of system components to site; and
- r. Distance to grid connection.

5. By January 30 of each year, the Agency may request that Petitioner provide an annual report for the previous calendar year of operations to the Agency which shall contain the information set out below that will be used to assist the Agency with compiling and analyzing greenhouse gas impacts; Petitioner will have 60 days from the date of the Agency's request to supply the information. Should the Agency not request the information set out below by January

30, Petitioner will not have any obligation to provide an annual report from the previous year of operations. The information to be provided includes the following:

- a. Electric generation in kWh for the prior year, broken down by month; and
- b. Any information about the replacement of PV panels, inverters, transformers, or a complete racking system. In instances of failure and replacement of equipment (e.g. PV panels, inverters, etc.), Petitioner shall provide descriptions of both the failed and replacement components at the same level of detail as required by the “as-built” reporting requirements of condition 4, above. This provision does not require Petitioner to provide information about de minimis replacement of system components (e.g., replacement of racking system hardware), or information regarding regular maintenance activities.

6. Should the Agency not request the information in Condition No. 5, above, in any two consecutive years after Project commissioning, Petitioner’s reporting obligations will automatically cease.

7. The Agency and Petitioner, by mutual agreement, may cancel Petitioner’s reporting obligations related to greenhouse gas impacts at any time.

8. Petitioner shall use a non-toxic, bio-based coolant (FR3 or equivalent) for the Project transformer. Petitioner shall install a secondary containment system sufficient to accommodate 110% of the transformer coolant volume, plus 5 inches of freeboard for rain. The secondary containment system shall be designed and constructed substantially in accordance with the design depicted on Exhibit Petitioner CS-ECOS-10. Petitioner’s operations and maintenance contractor shall perform periodic inspections of the secondary oil containment system and maintain the system in good working order for the life of the Project.

9. This MOU is governed by Vermont law and any disputes under this Memorandum of Understanding shall be decided by the Board.

10. The Parties agree that this MOU shall not be construed by any party or tribunal as a waiver as to jurisdiction or otherwise having precedential impact on any future proceeding involving either Party, except as necessary to implement this MOU or to enforce an order of the Board resulting from this MOU.

11. The Parties have made specific compromises to reach this Partial Memorandum of Understanding. In the event that the Board fails to approve this MOU in its entirety or acts to overrule or disapprove any portion hereof, each such Party agrees that the agreement set forth herein may terminate, if such Party determines in its sole discretion, and each shall have the same rights as each would have had absent this MOU.

Dated at New York, New York, this 15th day of January, 2015.

CHELSEA SOLAR, LLC

By:

A handwritten signature in black ink, appearing to read 'M Melone', written over a horizontal line.

Michael Melone, Esq.

Dated at Montpelier, Vermont, this 16th day of January [____], 2015.

VERMONT AGENCY OF NATURAL RESOURCES

By:



Donald J. Einhorn, Esq.
Legal Counsel