

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Salisbury AD 1, LLC for a Certificate)
of Public Good, pursuant to 30 V.S.A. § 231, to)
own and operate a renewable natural gas facility)
in Salisbury, Vermont, and for de minimis) ePUC Case No. 18-3449-PET
regulation, and to address motions to transfer)
and amend the 30 V.S.A. § 248 CPG for the)
facility that was issued in Case 8596)

**Stipulation between Salisbury AD 1, LLC and
The Vermont Division for Historic Preservation**

This Stipulation (the “Stipulation”), dated as of the 7th day of December, 2018, sets forth the terms of the agreement reached by Salisbury AD 1, LLC (“SAD1”), a limited liability company, and the Vermont Division for Historic Preservation (“VDHP”), collectively, the “Stipulating Parties,” in connection with the above-captioned docket.

WHEREAS, this docket concerns a Certificate of Public Good (“CPG”) issued on April 8, 2016 by the Public Utility Commission (“Commission”) pursuant to 30 V.S.A. § 248, for a renewable natural gas facility to be located in Salisbury, Vermont (“the Project”)

WHEREAS, SAD1 filed a Motion to Amend the CPG with the Commission on October 4, 2018 to implement certain physical changes to the proposed project; and

WHEREAS, as part of the Motion to Amend, SAD1 provided the results of an Archaeological Resource Assessment (“ARA”) conducted on and near the Project site by the University of Vermont Consulting Archaeology Program (“UVMCAP”) (Exhibit SAD1-11); and

WHEREAS, the ARA identified two areas of archaeological sensitivity, at the proposed locations of the proposed liquid nutrient storage tank and gas metering station. These are the only areas within the proposed project parcel that are intact, as all other areas have either been heavily disturbed or are in ledge. As a result, UVMCAP recommended a Phase I site identification survey in these sensitive areas if they cannot be avoided; and

WHEREAS, VDHP has reviewed the Motion and engaged in discussions with SAD1 concerning the Project, and, subject to the terms of this Stipulation, agrees that the Project will not have an undue adverse effect on historic sites.

THEREFORE, in consideration of the above and the undertakings and covenants set forth below, the Stipulating Parties hereby agree as follows:

1. SAD1, in consultation with VDHP, shall identify as not-to-be-disturbed archaeological buffer zones the areas identified as archaeologically sensitive in the Archaeological Resources Assessment for the proposed Vanguard Renewables Biodigester Project, West Salisbury, Addison County, Vermont, dated September 28, 2018 (Exhibit SAD1-11).
2. Topsoil removal, grading, scraping, cutting, filling, stockpiling, logging, or any other type of ground disturbance shall be prohibited within an archaeological buffer zone prior to the completion of all relevant archaeological investigations. Agricultural cultivation consistent with past practice to facilitate the archaeological review shall not constitute ground disturbance.
3. All relevant archaeological studies to identify, evaluate, or mitigate impacts to archaeological sites shall be carried out by a qualified consulting archaeologist. All such studies and associated reports shall follow the VDHP Guidelines for Conducting Archaeological Studies in Vermont (VDHP Guidelines). A digital copy of the final report shall be submitted to the VDHP. Any archaeological reports submitted to the Public Utility Commission shall have specific archaeological site locational information redacted in accordance with 22 V.S.A. § 761(b) and 1 V.S.A. § 317(c) (20).
4. The Northeast Archaeology Research (NE ARC) submitted a Phase I Scope of Work (SOW) dated October 31, 2018 to the VDHP for review and approval on November 2, 2018. The VDHP concurred with NE ARC's SOW on December 6, 2018. The archaeological studies shall be scheduled so that mitigation measures, if any, that may be necessary can be satisfactorily planned and accomplished prior to construction within the identified archaeological sites. In the event the archaeological studies identify the need for mitigation measures, the identified archaeological sites shall not be impacted until VDHP has reviewed and approved such mitigation measures, and they have been completed. Mitigation may include but is not limited to further site evaluation, data recovery, redesign of one or more proposed project components, or modification of the buffer zone boundaries or the specific conditions that refer to the same.
5. The Stipulating Parties agree that subject to compliance with the above conditions, SAD1's Motion to Amend the Project will not have an undue adverse effect under section 248(b)(5) on historic sites.
6. The Stipulating Parties agree that the Commission may approve SAD1's Motion to Amend and issue an Order and CPG in this matter in accordance with the plans and specifications submitted with the Motion, and including the terms and conditions of this Stipulation. The Stipulating Parties agree that to the extent any testimony or evidence submitted in this proceeding differs from the provisions of this Stipulation, the provisions of the Stipulation shall control.
7. This Stipulation represents the entire agreement between the Stipulating Parties with respect to this proceeding. This Stipulation may be modified only upon mutual written agreement by the Stipulating Parties, and is subject to any necessary Commission approvals.

8. The Stipulating Parties agree that this Stipulation shall not be construed by any party or tribunal as having precedential impact on any future proceeding involving the Stipulating Parties, except as necessary to implement this Stipulation or to enforce an order of the Commission resulting from this Stipulation.
9. The Stipulating Parties agree that, should the Commission fail to approve this Stipulation in all material aspects, the Stipulating Parties' agreements set forth herein shall terminate and the Stipulating Parties shall have the right to submit filings in this docket and the Stipulating Parties' agreements in this Stipulation shall not be construed by any party or tribunal as having precedential impact on any testimony or positions that may be advanced in these proceedings.
10. Any disputes arising under this Stipulation shall be resolved by the Commission under Vermont law.
11. VDHP hereby waives its rights under 3 V.S.A. § 811 to review and comment upon a Proposal for Decision, and to present oral argument thereon, provided that the Proposal for Decision is consistent in all material respects with this Stipulation.

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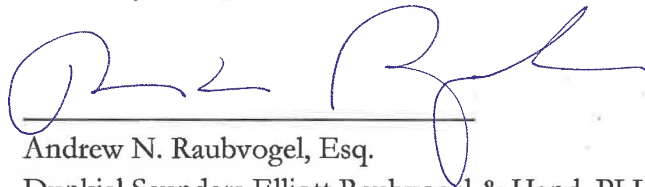
By: The Vermont Division for Historic Preservation

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Dale Azaria, Esq.

Counsel for the Vermont Division for Historic Preservation

By: Salisbury AD 1, LLC

A handwritten signature in blue ink, appearing to read "Andrew N. Raubvogel", written over a horizontal line.

Andrew N. Raubvogel, Esq.

Dunkiel Saunders Elliott Raubvogel & Hand, PLLC
Attorneys for Salisbury AD 1, LLC