

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Reservoir Road Solar LLC for a)
 certificate of public good, pursuant to 30 V.S.A. §)
 248, to construct and operate a 2.375 MW solar) Case No. 24-3571-PET
 facility in Berkshire, Vermont)
)

**MEMORANDUM OF UNDERSTANDING BETWEEN
 RESERVOIR ROAD SOLAR LLC AND
 THE VERMONT AGENCY OF NATURAL RESOURCES**

With respect to the above referenced petition, Reservoir Road Solar LLC (“Petitioner” or “RRS” or “CPG Holder”), and the Vermont Agency of Natural Resources (“Agency” or “ANR”) (collectively “Parties”) hereby agree and stipulate as follows:

WHEREAS, on December 4, 2024, Petitioner filed a petition for a Certificate of Public Good (“CPG”) pursuant to 30 V.S.A. § 248 (the “Petition”) to construct and operate a 2.375 MW solar facility in Berkshire, Vermont (the “Project”);

WHEREAS, the Public Utility Commission (“Commission”) held a scheduling conference on January 17, 2025, and established a schedule by order dated January 17, 2025;

WHEREAS, the Parties have engaged in discovery; and

WHEREAS, the Parties, having had an opportunity to review and assess the Petition and discovery responses provided by Petitioner, have resolved all outstanding issues between them related to the Project, and have agreed that the conditions set forth in this Memorandum of Understanding (“MOU”) should be included in any CPG issued by the Commission.

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

- I. Petitioner shall submit to the Commission supplemental prefiled testimony and revised exhibits to describe and depict any Project changes, if any, necessitated by the CPG conditions specified in this MOU and to conform the Project to those conditions.

- II. The following conditions shall be included in any CPG issued by the Commission in this matter, and that the terms and conditions of this MOU shall supersede any inconsistent prefiled testimony and exhibits.
1. Site preparation, construction, operation, and maintenance of the Project shall be in accordance with the plans and evidence submitted in this proceeding. Any material deviation from these plans or a substantial change to the Project must be approved by the Commission. Failure to obtain advance approval from the Commission for a material deviation from the approved plans or a substantial change to the Project may result in the assessment of a penalty pursuant to 30 V.S.A. §§ 30 and 247.
 2. Before beginning site preparation, construction, operation, or maintenance of the Project, the CPG Holder shall obtain all other necessary Agency permits and approvals. Site preparation, construction, operation, and maintenance of the Project shall be in accordance with such permits and approvals, and with all other applicable regulations.
 3. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency authorization for the Project under a Construction General Stormwater Discharge Permit 3-9020 or an Individual Construction Stormwater Permit (INDC). All Project work shall be performed in accordance with the terms and conditions of the permit and any subsequent amendments.
 4. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency authorization for the Project under an Operational Stormwater Permit 3-9050. All Project work shall be performed in accordance with the terms and conditions of the permit and any subsequent amendments.
 5. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency authorization for the Project under a Flood Hazard Area and River Corridor Permit. All Project work shall be performed in accordance with the terms and conditions of the permit and any subsequent amendments.
 6. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency authorization for the Project under a Stream Alteration Permit. All Project work shall be performed in accordance with the terms and conditions of the permit and any subsequent amendments.
 7. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency authorization for the Project under a Vermont Wetland Permit. All Project work requiring a Vermont Wetland Permit shall be performed in

accordance with the terms and conditions of the permit and any subsequent amendments. For aspects of the Project within Class II wetland and buffer zones which otherwise qualify as allowed uses under Section 6.8 of the Vermont Wetland Rules (applicable to the routine repair and maintenance of utility poles, lines and corridors), the CPG Holder shall ensure the work is conducted in accordance with Best Management Practices developed by the Agency Secretary related to the allowed use. Such work shall be conducted in a manner which minimizes adverse impacts to prevent discharges to Waters of the State, and to maintain the integrity of wetlands and associated waters.

8. The CPG Holder shall comply with the following best management practices to avoid the release of hazardous materials to the ground surface and subsurface within the Source Protection Areas of the Enosburg Falls Water System, WSID VT0005116, water supply wells, WL001 and WL002.
 - a. Maintenance and refueling of construction and service equipment for the Project shall not be conducted within 200 feet of water supply wells WL001 and WL002.
 - b. Project construction vehicles and equipment shall not remain overnight within 200 feet of water supply wells WL001 and WL002.
 - c. Chemicals and fuels, except for natural gas or propane or any chemicals that are utilized by the water system, shall not be stored within 200 feet of water supply wells WL001 and WL002.
 - d. Application of nitrogen, pesticides and herbicides shall not be conducted within 200 feet of water supply wells WL001 and WL002.
 - e. All pole-mounted transformers located within 200 feet of water supply wells WL001 and WL002 shall be filled with nontoxic coolants and shall not contain PCBs.
 - f. All pad-mounted transformers, and all ground-mounted structures which contain hazardous materials, shall be located at least 200 feet from water supply wells WL001 and WL002 unless approved by the Enosburg Falls Water System and DEC Drinking Water and Groundwater Protection Division. Project related fluid-filled, pad-mounted transformers shall be designed with secondary containment. Secondary containment for liquid hazardous materials shall be based on a design sized to hold a minimum of 110% of the liquid volume plus 5 inches of freeboard. The CPG Holder shall perform periodic inspections at least every five years of the secondary containment system and shall maintain the system in good working order. Inspections shall be conducted by someone knowledgeable as to the design and purpose of the system and with sufficient experience to assess whether the system is functioning

properly.

- g. The use of road salts and deicing agents within 200 feet of water supply wells WL001 and WL002 is prohibited.
- h. Paved roads shall not be constructed within 200 feet of water supply wells WL001 and WL002.

9. If a spill or release of any hazardous material occurs at the Project site, the CPG Holder or their representative must immediately report the event to the Agency's Department of Environmental Conservation Spills Program and the SPA's water system owner or operator. Reporting shall be made during business hours (Monday through Friday 7:45AM to 4:30PM) by calling 802-828-1138 and after hours by calling 800-641-5005, 24-Hour HAZMAT Hotline. For any spill that impacts or potentially impacts surface water, the CPG Holder or their representative shall also report to the National Response Center by calling 800-424-8802. Any person reporting a release must speak directly with a Spills Program representative and cannot report by email, text, or other written form of communication. The person reporting a release must provide the water system identification number VT0005116 (Enosburg Falls Water System) to the Spills Program. The CPG Holder must provide instructions, with contact phone numbers, for reporting any hazardous material release to all contractors for the Project and those instructions must be visibly displayed at the Project site

10. The CPG Holder shall allow the Agency, through its authorized representatives, to enter upon and inspect the Project area upon reasonable notice, in a reasonable manner, and at reasonable times during ordinary business hours to determine compliance with the above conditions.

III. The Parties agree that, subject to compliance with the above conditions, the Project will avoid an undue adverse effect on the natural environment and the use of natural resources under section 248(b)(5), with due consideration having been given to the criteria specified in 10 V.S.A. §§ 1424a(d) and 6086(a)(1) through (8) and greenhouse gas impacts.

IV. The Parties agree that this MOU shall be admitted into evidence as **Exhibit RRS-ANR-1**.

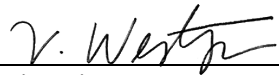
V. The Parties agree that the Commission may approve the Project and issue an Order and CPG in this matter in accordance with the plans and specifications submitted with the Petition, as modified by any supplemental prefiled testimony and exhibits that are specified in this MOU and including the terms and conditions of this MOU. The Parties agree that to the extent any testimony or evidence submitted in this proceeding differs from the provisions of this MOU, the provisions of the MOU shall control.

- VI. This MOU may be modified only upon mutual written agreement by the Parties and is subject to any necessary Commission approvals.
- VII. The Parties agree that this MOU shall not be construed by any party or tribunal as having precedential impact on any future proceeding involving the Parties, except as necessary to implement this MOU or to enforce an order of the Commission resulting from this MOU.
- VIII. Nothing in this MOU shall bind the Parties to take or refrain from taking any position on any issue not addressed herein, including any issue raised by any other party to this docket, or in any future docket.
- IX. This MOU is expressly conditioned upon the Commission's acceptance of all of its provisions, without material change or condition. The Parties agree that, should the Commission fail to approve this MOU in all material aspects, the Parties' agreements set forth herein shall terminate, this MOU shall not constitute any part of the record in this proceeding, and this MOU shall not be used for any other purpose. The Parties' agreements in this MOU 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. Each Party shall be placed in the position that it enjoyed in this proceeding before entering into the MOU and shall have the right to submit filings in this docket, including testimony.
- X. Any disputes arising under this MOU shall be resolved by the Commission under Vermont law.
- XI. The Parties hereby waive their rights under 3 V.S.A. § 811 to review and comment upon a Proposal for Decision with respect to the issues addressed herein, and to present oral argument thereon, provided that the Proposal for Decision is consistent in all material respects with this MOU and contains conditions substantially similar to those set forth in this MOU.

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Dated at Burlington, Vermont, this 23rd day of May, 2025.

RESERVOIR ROAD SOLAR, LLC

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Dated at Waterbury, Vermont, this 23rd day of May, 2025.

VERMONT AGENCY OF NATURAL RESOURCES


By: _____
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