

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Case No. 25-0895-PET

Petition of ER Dunsmore, LLC for a Certificate of Public Good pursuant to 30 V.S.A. § 248, authorizing the installation and operation of a 4.95 MW AC solar electric generation facility off Dunsmore Road in the Town of St. Albans, Vermont	
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**MEMORANDUM OF UNDERSTANDING BETWEEN ER DUNSMORE, LLC AND THE
VERMONT AGENCY OF NATURAL RESOURCES**

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

WHEREAS, on May 5, 2025, 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 4.95 MW solar facility in the Town of St. Albans, Vermont (the “Project”); and

WHEREAS, the Project requires approximately 4.5-miles of Green Mountain Power (“GMP”) distribution line be upgraded in order for the Project to safely interconnect to the distribution system (the “Distribution Line Upgrade”); and

WHEREAS, the Public Utility Commission (“Commission”) deemed the Petition complete on May 8, 2025; and

WHEREAS, the Commission held a scheduling conference on June 2, 2025, and established a schedule by order dated June 9, 2025; and

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:

1. Petitioner shall submit to the Commission supplemental prefiled testimony and revised exhibits to describe and depict any Project or Distribution Line Upgrade changes, if any, necessitated by the CPG conditions specified in this MOU and to conform the Project to those conditions.
2. 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.
 - a. 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.
 - b. 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.
 - c. Prior to any site preparation or construction of the Project and Distribution Line Upgrade, the CPG Holder shall obtain a Vermont Individual Wetland Permit from the Vermont Department of Environmental Conservation Wetlands Program. All Project and Distribution Line Upgrade activities shall be performed in accordance with the terms and conditions of the Vermont Wetland Permit and applicable best management practices.
3. 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.

4. The Parties agree that this MOU shall be admitted into evidence as **Exhibit DRS-ANR-1**.
5. 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.
6. This MOU may be modified only upon mutual written agreement by the Parties and is subject to any necessary Commission approvals.
7. 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.
8. 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.
9. 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.

10. Any disputes arising under this MOU shall be resolved by the Commission under Vermont law.
11. 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.

Signature Pages to Follow

Dated this 26th day of September, 2025 in Burlington, Vermont.

ER DUNSMORE, LLC

A handwritten signature in black ink, appearing to read "V. Westgate", written over a horizontal line.

Victoria Westgate, Esq.
SRH Law PLLC
91 College Street
Burlington, VT 05401
Counsel to ER Dunsmore, LLC

Dated this 26th day of September, 2025 in Montpelier, Vermont.

VERMONT AGENCY OF NATURAL RESOURCES

A handwritten signature in blue ink, appearing to read "John Zaikowski", written over a horizontal line.

John Zaikowski, Esq. for Randy Miller, Esq.
Vermont Agency of Natural Resources
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