

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Williston H Solar, LLC for a certificate)
of public good, pursuant to 30 V.S.A. § 248, for a)
2.75 MW ground-mounted solar facility in Williston,) Case No. 25-2774-PET
Vermont)

**MEMORANDUM OF UNDERSTANDING BETWEEN
WILLISTON H SOLAR, LLC AND
THE VERMONT AGENCY OF NATURAL RESOURCES**

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

WHEREAS, on November 6, 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 2.75 MW solar electric generation facility in Williston, Vermont (the “Project”);

WHEREAS, the Public Utility Commission (“Commission”) held a scheduling conference on January 29, 2026, and established a schedule by order February 4, 2026;

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's Department of Environmental Conservation a Construction Stormwater Discharge Permit 3-9020. All Project work shall be performed in accordance with the terms and conditions of the Construction Stormwater Permit.
 4. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency's Department of Environmental Conservation an Operational Stormwater Permit 3-9050. All Project work shall be performed in accordance with the terms and conditions of the Operational Stormwater Permit.
 5. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency's Department of Environmental Conservation a Vermont Wetlands Permit. All Project work shall be performed in accordance with the terms and conditions of the Wetlands Permit.
 6. No later than six months in advance of the Project's decommissioning, the CPG Holder shall complete and provide to the Vermont Department of Environmental Conservation Wetlands Program, an updated wetlands assessment to determine if any of the Project infrastructure is located within any Class I or II wetlands or their buffer zones.
 7. If, at the time of Project decommissioning, any Project infrastructure is determined to be located within a Class I or II wetland or its buffer zone, then the CPG Holder shall obtain from the Wetlands Program a jurisdictional determination as to whether the decommissioning activities require a Vermont Wetland Permit, in which case the CPG

Holder shall obtain such permit prior to performing any decommissioning activities and comply with its terms and conditions. If, at the time of decommissioning, any Project infrastructure is determined to be located within a Class I or II wetland or its buffer zone and a Vermont Wetland Permit is not required, the CPG Holder shall, sufficiently in advance of decommissioning, submit a wetlands restoration plan to the Wetlands Program for review and approval as an Allowed Use under the Vermont Wetland Rules (see Section 6.23 of the current Vermont Wetland Rules). The restoration plan shall address the removal of the solar array and other Project infrastructure located in any wetland, and shall, at a minimum, contain the following elements:

- a. Identification of phasing and staging areas;
- b. Utilization of methods that prevent rutting in the wetland, including removal of structures during frozen or dry conditions, or use of construction mats or similar techniques to minimize soil disturbance;
- c. Revegetation of all disturbed areas within the wetland and buffer zone with appropriate conservation seed mix(es); and
- d. Provisions for inspection by the Agency prior to and following site restoration.

8. If any Project infrastructure is located within a Class I or II wetland or its buffer zone at the time of Project decommissioning, then decommissioning of the Project shall not take place until the Agency's Wetland Program has issued a Vermont Wetland Permit or has approved a wetlands restoration plan as an allowed use under the Vermont Wetland Rules, whichever is applicable.

9. 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 WHS-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 the 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 Montpelier, Vermont, this 17th day of March 2026.

WILLISTON H SOLAR, LLC

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Dated at Montpelier, Vermont, this 17th day of March 2026.

VERMONT AGENCY OF NATURAL RESOURCES



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