

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Airport RD1 VT Solar LLC,)
pursuant to 30 V.S.A. § 248, for a certificate of)
public good for a 4.975 MW (AC) solar electric)
generating facility in Fair Haven, Vermont) Case No. 26-____-PET

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VERMONT DIVISION
FOR HISTORIC PRESERVATION AND AIRPORT RD1 VT SOLAR LLC**

This Memorandum of Understanding (“MOU”) dated as of February 18, 2026, sets forth the agreement of the Vermont Division for Historic Preservation (“VDHP”) and Airport RD1 VT Solar LLC (“Petitioner”) regarding the above-captioned proceeding. VDHP and Petitioner are also referred to collectively herein as the “Parties” and individually as a “Party.” Petitioner shall conduct archaeological investigation(s) and prepare related reports to identify, evaluate, and mitigate, if necessary, impacts to archaeological sites within the Project area. Petitioner’s archaeological consultant shall submit any scope of work to the VDHP for review and approval before commencing the work.

PRELIMINARY STATEMENT

During February 2026, Petitioner intends to file a petition and supporting testimony and exhibits with the Vermont Public Utility Commission (the “Commission”) requesting a Certificate of Public Good (“CPG”) under 30 V.S.A. §§ 248 authorizing construction and operation of a 4.975 MW (AC) solar electric generation facility in Fair Haven, Vermont (the “Project”).

The host parcel on which the Project is located is a 105.21± parcel on Airport Road in Fair Haven.

In February 2024, Petitioner submitted a complete Historic Preservation Project Review Cover Form to VDHP describing the proposed solar project. VDHP thereafter conducted a desktop review of the Project area and made an assessment of archaeological sensitivity.

In April and May of 2024, Crown Consulting Archeology, LLC performed a Phase I survey of the open agricultural fields within the Project's Area of Potential Effects ("APE"). The survey identified two pre-Contact Native American archaeological sites (VT-RU-787 and VT-RU-788) from two surface artifacts. Subsequent subsurface testing determined that these sites represent isolated artifacts and no further archeological work was determined to be necessary at these sites. The Phase I survey did not include the wooded areas within the Project's APE.

On November 18, 2025, Petitioner submitted a 45-day Advance Notice to the Commission, VDHP, and other entities, in accordance with PUC Rule 5.402. VDHP conducted a desk-top review of the Project area as well as the information contained in the 45-day Advance Notice and made an assessment of archaeological sensitivity. To address potential adverse effects on archaeological resources within the wooded areas not investigated in the 2024 Phase I survey of the Project's APE, Petitioner shall undertake the actions specified in the stipulations set forth below in this MOU, in accordance with such stipulations.

VDHP has also considered the Project's effect on above-ground historic structure, districts, and landscapes. It is VDHP's opinion the Project will have not have any affects on above-ground historic resources.

STIPULATIONS

1. Petitioner shall conduct archaeological investigation(s) and prepare, related reports to identify, evaluate, and mitigate, if necessary, impacts to archaeological sites within the Project area. Petitioner's archaeological consultant shall submit any scope of work to the VDHP for review and approval before commencing the work.
2. Prior to the completion of all relevant archaeological investigations, the Petitioner, in consultation with the VDHP, shall identify the project area as a not-to-be-disturbed archaeological buffer zone. Topsoil removal, grading, scraping, cutting, filling, stockpiling, logging or any other type of ground disturbance shall be prohibited within the archaeological buffer zones until all necessary archaeological work is completed.

Agricultural cultivation consistent with past practices 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 (2017). 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 archaeological investigations shall be scheduled so that mitigation measures, if any are determined to be necessary, can be satisfactorily planned and accomplished prior to site preparation and construction of the Project. Any archaeological sites within the Project area shall not be impacted until mitigation measures have been completed. Proposed mitigation measures must be approved by the VDHP prior to implementation. Mitigation may include but is not limited to further site evaluation, data recovery, or modification of the buffer zone boundaries or the specific conditions that refer to the same.
5. Any changes to the Project that arise via compliance with this MOU and/or resulting from mitigation measures approved by VDHP are subject to prohibitions on substantial changes or material deviations pursuant to Commission Rule 5.413, including that any substantial changes must be approved by the Commission.
6. Petitioner shall update this MOU with the correct PUC Docket Number once one is assigned and shall update any submission of the MOU to the PUC in accordance.
7. The Parties agree that the Certificate of Public Good shall be conditioned upon Petitioner's compliance with stipulations 1-5 of this MOU.
8. This MOU is governed by Vermont law and any disputes under this MOU shall be decided by the Commission.

9. 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 Commission resulting from this MOU.
10. The Parties have made specific compromises to reach this Memorandum of Understanding. In the event that the Commission 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 Richmond, Vermont this ____ day of ____, 2026.

VERMONT DIVISION FOR HISTORIC PRESERVATION

By:

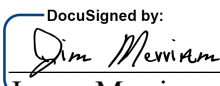
Maxwell I. Krieger, Esq.
General Counsel,
Vermont Department of Housing and Community
Development, Division for Historic Preservation
Maxwell.krieger@vermont.gov
802-522-3132

Dated at White River Junction, Vermont this 18th day of February, 2026.

AIRPORT RD1 VT SOLAR, LLC,
a Vermont limited liability company

By: Norwich Technologies, Inc.,
 its authorized member

By:

DocuSigned by:


James Merriam
Chief Executive Officer

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By:

/s/ Maxwell Krieger
Maxwell I. Krieger, Esq.
General Counsel,
Vermont Department of Housing and Community
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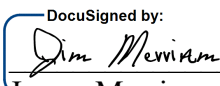
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