

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Novus 242 Solar LLC for a certificate)
of public good, pursuant to 30 V.S.A. § 248,)
authorizing the installation and operation of a 3.75) Case No. 26-0261-PET
MW solar facility in Jay, Vermont)
)

**MEMORANDUM OF UNDERSTANDING BETWEEN
NOVUS 242 SOLAR LLC AND
VERMONT AGENCY OF NATURAL RESOURCES**

With respect to the above referenced petition, Novus 242 Solar LLC (“Petitioner” or “N2S” or “CPG Holder”), and the Vermont Agency of Natural Resources (“Agency” or “ANR”) (collectively “Parties”) hereby agree and stipulate as follows:

WHEREAS, on February 6, 2026, Petitioner filed a petition for a Certificate of Public Good (“CPG”) pursuant to 30 V.S.A. § 248 (“Petition”) to construct and operate a 3.75-MW solar facility in Jay, Vermont (“Project”);

WHEREAS, the Public Utility Commission (“Commission”) deemed the Petition complete on March 6, 2026;

WHEREAS, the Commission held a scheduling conference on March 17, 2026, and established a schedule by order dated March 19, 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.

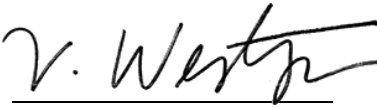
- II. The following conditions shall be included in any CPG issued by the Commission in this matter, and that the terms and conditions of this MOU shall supersede any inconsistent prefiled testimony and exhibits.
1. Site preparation, construction, operation, and maintenance of the Project shall be in 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, maintenance, or decommissioning of the Project, the CPG Holder shall obtain all other necessary Agency permits and approvals. Site preparation, construction, operation, maintenance, and decommissioning 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 either an Individual Construction Stormwater Permit (“INDC”), if concurrent earth disturbance will exceed 5 acres, or a Moderate Risk Construction Stormwater General Permit (“Moderate Risk”), if concurrent earth disturbance will not exceed 5 acres. No site preparation or construction work shall commence until the applicable permit has been issued.
 4. All Project work shall be performed in accordance with the terms and conditions of the applicable stormwater permit and any subsequent amendments. If the Project proceeds under an INDC permit, concurrent earth disturbance shall not exceed 10 acres.
 5. 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 N2S-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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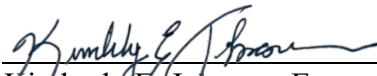
Dated at Burlington, Vermont, this 22nd day of May 2026.

NOVUS 242 SOLAR LLC

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Dated at Montpelier, Vermont, this 22nd day of May 2026.

VERMONT AGENCY OF NATURAL RESOURCES

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