

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Airport RD1 VT Solar, LLC for a	)	
Certificate of Public Good, pursuant to 30	)	
V.S.A. § 248, authorizing the construction and	)	Case No. 26-0736-PET
operation of a 4.975 MW solar facility in Fair	)	
Haven, Vermont	)	

**MEMORANDUM OF UNDERSTANDING BETWEEN
AIRPORT RD1 VT SOLAR, LLC AND
VERMONT AGENCY OF NATURAL RESOURCES**

With respect to the above referenced petition, Airport RD1 VT Solar, LLC (“Petitioner” or “AR1” or “CPG Holder”), and the Vermont Agency of Natural Resources (“Agency” or “ANR”) (collectively “Parties”) hereby agree and stipulate as follows:

WHEREAS, on April 16, 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 4.975-MW solar electric generation facility in Fair Haven, Vermont (“Project”);

WHEREAS, the Public Utility Commission (“Commission”) deemed the Petition complete on April 21, 2026;

WHEREAS, the Commission held a scheduling conference on May 8, 2026, and established a schedule by order dated May 8, 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 coverage under either a Vermont Department of Environmental Conservation Individual Construction Stormwater Permit or a Moderate Risk Construction Stormwater General Permit, based on the amount of concurrent earth disturbance. All Project work shall be performed in accordance with the terms and conditions of the Construction Stormwater Permit and any subsequent amendments.
4. 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 and any subsequent amendments.
5. If an Individual Section 404 Permit from the U.S. Army Corps of Engineers is required for the Project, then, before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency either an Individual Section 401 Water Quality Certification or a final determination from the Agency that it has waived the Section 401 Water Quality Certification. If a Section 401 Water Quality Certification is required, all Project work, including operation and maintenance, shall be performed in accordance with the terms and conditions of the Water Quality Certification and any subsequent amendments.
6. Following construction of the Project, the CPG Holder shall implement the Wetland

Buffer Enhancement Plan as detailed in Exhibit PET-AC-3, as amended from time to time to incorporate any changes required by the Vermont Department of Environmental Conservation Wetlands Program, including through the wetland permitting process.

7. 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 Project infrastructure is located within any Class I or II wetlands or its buffer zones.
8. 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.
9. 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 Wetlands 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.

10. The CPG Holder shall comply with the following to avoid, minimize, and mitigate impacts to the documented occurrences of the listed plant species, harsh sunflower (*Helianthus strumosus*) (S2S3, state-threatened) and black-seeded clearweed (*Pilea fontana*) (S2S3).
 - a. Prior to any site preparation or construction activities, a 25-foot buffer shall be established around each listed plant population. Each buffer shall be demarcated with continuous high-visibility flagging that shall remain in place throughout site preparation and construction activities to create a barrier between Project activities and the listed plant populations.
 - b. During site preparation, construction, and any associated site restoration or revegetation activities, there shall be no seeding, planting, or active revegetation activities within the listed plant populations or their 25-foot buffers.
11. To avoid potential impacts to listed bat species, including the northern long-eared bat (*Myotis septentrionalis*) (S1, state-endangered), Indiana bat (*Myotis sodalis*) (S1), tricolored bat (*Perimyotis subflavus*) (S1), and little brown bat (*Myotis lucifugus*) (S1), all Project tree and woody vegetation clearing activities, including clearing associated with site preparation, construction, and operation and maintenance of the Project, shall be limited to the period of November 1 through March 31.
12. To avoid potential impacts to the listed bird species Eastern Whip-poor-will (*Antrostomus vociferus*) (S2B, state-threatened), all Project tree and woody vegetation clearing activities, including clearing associated with site preparation, construction, and operation and maintenance of the Project, shall be limited to the period of September 1 through April 30.
13. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency's Vermont Fish & Wildlife Department ("FWD") an Endangered & Threatened Species Takings Permit for the Central Ratsnake (*Pantherophis alleghaniensis*). All Project site preparation and construction shall be performed in accordance with the terms and conditions of the Takings Permit, and any renewals of the Takings Permit, and the following terms and conditions. In circumstances where the terms and conditions of this MOU and the terms and conditions of the Takings Permit both apply, the terms and conditions that are more protective of the Central Ratsnake shall govern.
14. Before beginning site preparation or construction of the Project, the CPG Holder shall obtain from the Agency's FWD an Endangered & Threatened Species Takings

Permit for the protected reptile that is the subject of Exhibit PET-AC-2, Attachment 8 (“Protected Reptile”). All Project site preparation and construction shall be performed in accordance with the terms and conditions of the Takings Permit, and any renewals of the Takings Permit, and the following terms and conditions. In circumstances where the terms and conditions of this MOU and the terms and conditions of the Takings Permit both apply, the terms and conditions that are more protective of the protected reptile shall govern.

15. The CPG Holder shall implement the avoidance, minimization, and mitigation measures for the Central Ratsnake and Protected Reptile described in the Project’s Section 248 Natural Resources Assessment, Exhibit PET-AC-2, as modified, supplemented, or superseded by the terms and conditions of this MOU and any applicable Takings Permits.
16. Prior to commencement of site preparation and construction activities, the CPG Holder shall:
 - a. Designate a Lead Biologist and one or more Project Biologists to conduct construction monitoring and oversee implementation of measures to protect the Central Ratsnake and Protected Reptile, subject to FWD approval of their qualifications, which will not be unreasonably withheld.
 - b. Ensure that the Lead Biologist and/or Project Biologists meet with the construction Foreman and/or Supervisors before construction to review applicable species protection requirements and provide on-site training to construction crews at the start of construction and whenever a new contractor commences work on the Project.
 - c. Ensure that the training includes, at a minimum, species identification and information regarding habitat, behavior, and life history; applicable avoidance, minimization, and mitigation measures; and procedures for responding to encounters with the Central Ratsnake or Protected Reptile. The training module shall be submitted to FWD for review and approval at least 30 days prior to commencement of construction.
17. During the construction phase, the CPG Holder shall use erosion control matting that complies with Vermont Agency of Transportation Erosion Prevention & Sediment Control specifications and does not contain plastic mesh or similar backing that poses a trapping or entanglement hazard to snakes.
18. To minimize potential impacts to the Central Ratsnake and Protected Reptile during Project site preparation, construction, and operations, the CPG Holder shall limit all

tree cutting, clearing, or limbing to the period of November 1 through April 14.

19. If construction activities occur between April 15 and October 31, the CPG Holder shall:

- a. Use on-site monitors or install snake exclusion fencing around construction areas to prevent the Central Ratsnake and Protected Reptile from entering active work areas. Snake exclusion fencing shall be inspected weekly, and any damage shall be promptly repaired.
- b. Install trench escape ramps in all trenches left overnight and in trench sections not actively being worked.
- c. Allow vehicles and machinery to idle for at least five minutes before moving or operating them to allow the Central Ratsnake and Protected Reptile to leave engine compartments.
- d. Conduct daily visual inspections of open trenches, equipment, equipment access areas, including staging and stockpile areas, and routes of travel before commencing construction activities.
- e. Complete weekly monitoring reports documenting routine construction monitoring. The Lead Biologist and/or Project Biologists shall develop the reporting form template, which shall be submitted to the FWD Herpetologist for review and approval at least 45 days prior to commencement of construction.
- f. At the end of each snake active season during which construction activities occur, submit to FWD a summary memorandum containing monitoring information, data sheets, summary tables, photographs, and a description of Project activities relevant to CPG and Takings Permit conditions.

20. If a Central Ratsnake or Protected Reptile is encountered within the Project construction area, the CPG Holder shall implement the following procedures:

- a. Immediately halt construction activities within a minimum 100-foot radius of the observed snake and notify the Foreman and Lead Biologist or Project Biologist.
- b. The construction crew shall document the encounter with photographs, if feasible and if doing so would not place the snake in imminent danger, and provide the Lead Biologist with information regarding the date, time, location, and circumstances of the encounter.
- c. The Lead Biologist or Project Biologist shall determine the appropriate response to the encounter and shall provide instructions to the

construction crew or respond on site as necessary. Construction activities within the affected area shall remain until the Lead Biologist or Project Biologist determines that work may safely resume.

- d. If the snake can safely move away from Project activities on its own, the snake shall be allowed to do so. If the snake is in danger of injury, entrapment, or death, or does not move away safely on its own, the Lead Biologist or Project Biologist shall take appropriate measures to safely and humanely move the snake, consistent with the Takings Permit and applicable FWD-approved protocols.
- e. All capture, handling, and release of snakes shall be conducted by the Lead Biologist, Project Biologist, or other person approved by the FWD Herpetologist. A captured snake shall be released in a safe location away from Project construction activities and, where feasible, in the direction of its natural or observed travel.
- f. If a snake takes cover within the construction area and cannot be safely captured or moved, construction activities shall cease, or the Lead Biologist or Project Biologist shall continuously monitor the snake while work proceeds only in a manner that does not place the snake in danger, until the snake can be safely and humanely moved.
- g. If circumstances arise that are not addressed by the applicable protocols, the Lead Biologist or Project Biologist shall consult with the FWD Herpetologist.

21. During the operational phase of the Project, the CPG Holder shall comply with the following requirements to minimize potential impacts to the Central Ratsnake and Protected Reptile:

- a. The CPG Holder shall utilize the “Permanent Seed Mix” identified on the Project site plans. The Permanent Seed Mix shall be spread in areas within the Project’s limit of disturbance that have been disturbed during Project construction, in accordance with the Project’s approved erosion prevention and sediment control plan.
- b. Provided that snake exclusion fencing is implemented around seeding areas, the initial seeding of the Project site may utilize mechanical equipment such as seed drills. Any subsequent re-seeding conducted between April 15 and October 31 shall be performed using manual broadcast methods, such as hand broadcasting or handheld hydroseeding application, and not using mechanized equipment. Any re-seeding conducted between November 1 and April 14 may be conducted using either mechanized equipment or manual broadcast methods. Any

hydroseeding equipment used for Project reseeding shall remain on the Project access road and shall not travel off the Project access road.

- c. Unless a livestock grazing alternative is used, mowing within the Project arrays shall be limited to the period of November 1 through April 14, except in the following limited circumstances:
 - i. If unanticipated shading of the solar array by the Permanent Seed Mix requires management during the growing season, the CPG Holder may perform limited cutting between April 15 and October 31, provided that the cutting is performed with hand-held equipment and is limited to the impacted areas, such as trimming along the front edges of the solar panels.
 - ii. If unanticipated shading of the solar array by the Permanent Seed Mix becomes persistent such that the limited trimming described above is ineffective, and more extensive mowing between April 15 and October 31 is necessary, the CPG Holder shall apply for and obtain a Takings Permit, and all vegetation management shall be performed in accordance with the Takings Permit and any renewals thereof.

22. If, at the end of the Project lifetime, the Central Ratsnake or Protected Reptile is a rare or listed species in Vermont, then no later than 90 days prior to Project decommissioning, the CPG Holder shall provide the Agency with a detailed decommissioning plan identifying and describing all activities that have the potential to harm the rare or listed species, including the use of heavy equipment and vehicles and excavation activities. The decommissioning plan shall describe all measures that the CPG Holder will take to avoid, minimize, and mitigate impacts to the species. The CPG Holder shall not commence decommissioning activities until the Agency has approved the decommissioning plan, either with or without changes, and until a Takings Permit or Takings Permits have been obtained if deemed necessary by the Agency. All decommissioning activities shall be performed in accordance with the approved decommissioning plan and all required Takings Permits.

23. 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 conditions of this MOU and the CPG.

- 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 Petitioner-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.

Remainder of page intentionally left blank. Signature page follows.

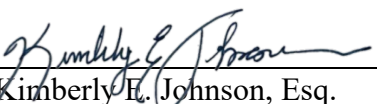
Dated at Castleton, Vermont, this 20th day of August 2026.

AIRPORT RD1 VT SOLAR, LLC

By: _____
Leslie Cadwell, Esq.
Legal Counselors & Advocates, PLC
PO Box 827
Castleton, VT 05735
802-342-3114
lac@lac-lca.com

Dated at Montpelier, Vermont, this 20th day of August 2026.

**VERMONT AGENCY OF NATURAL
RESOURCES**

By:  _____
Kimberly E. Johnson, Esq.
Vermont Agency of Natural Resources 1 National Life
Drive, Davis 2
Montpelier, VT 05602
802-798-6239
kimberly.johnson@vermont.gov