



Department of Economic and
Community Development

State Historic Preservation Office

Memorandum of Agreement Between the Connecticut State Historic Preservation Office and the Gravel Pit Solar Project

THIS MEMORANDUM OF AGREEMENT between the Connecticut State Historic Preservation Office (“SHPO”) and Gravel Pit Solar, LLC, Gravel Pit Solar II, LLC, and Gravel Pit Solar III, LLC, (collectively, “Gravel Pit Solar”) shall serve to memorialize and confirm the agreement between SHPO and Gravel Pit Solar in relation to the 41 historic buildings (the “Structures”) that have been identified on the proposed project site (the “Project Site”) for Gravel Pit Solar’s solar project in East Windsor, Connecticut. SHPO and Gravel Pit Solar shall sometimes be collectively referred to herein as the “Parties.”

WHEREAS, on July 31, 2020, Gravel Pit Solar submitted an Application for a Certificate of Environmental Compatibility and Public Need (the “Application”) to the Connecticut Siting Council (the “Council”) for the construction, operation and maintenance of a 120-megawatt (MW) alternating current (AC) ground-mounted solar photovoltaic system proposed in the Town of East Windsor, Connecticut (the “Project”);

WHEREAS, in connection with the Application, several cultural surveys were conducted at the Project Site revealing the presence of 41 Structures, including tobacco sheds, several English style barns, residences, ancillary structures and a water structure, and these Structures may possess historical significance;

WHEREAS, on November 6, 2020, SHPO provided written notice to Gravel Pit Solar that it wished to resolve any adverse impact that the Project may have on the Structures, and that SHPO desired to continue consultation to discuss minimization measures and mitigation options related to the Project;

WHEREAS, as a result of these consultations, SHPO and Gravel Pit Solar desire to preserve the Structures, to the greatest extent(s) feasible, and where such preservation is not feasible, mitigate Project-related impacts to the Structures through compensatory funding;

WHEREAS, the parties have agreed upon a treatment of the structures identified on the Project Site; and

WHEREAS, the Parties desire to enter into this Memorandum of Agreement for the Structures and the maintenance thereof or the mitigation of adverse effects to such Structures where mitigation is not possible.

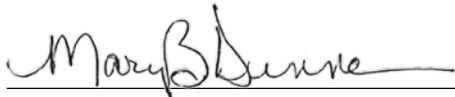
NOW THEREFORE, the following represents the desires and understandings of the Parties hereto:

1. Gravel Pit Solar shall undertake a survey of tobacco barns in the Connecticut River Valley. In so doing, Gravel Pit Solar shall contract with a qualified third party to undertake such survey, with payment to be made by Gravel Pit Solar to that third-party contractor in an amount [REDACTED]. Once payment has been made to the qualified third party contractor by Gravel Pit Solar, Gravel Pit Solar will provide proof of such payment to SHPO.
2. Prior to Gravel Pit Solar's contractor conducting such survey, Gravel Pit Solar shall provide SHPO with a scope of such survey. SHPO shall have thirty (30) days to comment on the scope of survey, and Gravel Pit Solar shall use commercially reasonable efforts to accommodate such SHPO comments. If Gravel Pit Solar has not received comments from SHPO within the thirty (30) day time period allotted, Gravel Pit Solar may instruct its contractor to begin such survey absent SHPO comments.
3. In addition to contracting to undertake the survey of tobacco barns in the Connecticut River Valley, Gravel Pit Solar shall donate a sum of [REDACTED] to the Trust for Public Land, to be used for the rehabilitation and interpretation of the tobacco sheds located along Firetown Road (Parcels 30421325, 30421334, 30421335, 30421336, 30418623, and are known as 3 Barn Owl Court, 8 Turkey Hill Lane, 10 Turkey Hill Lane, 12 Turkey Hill Lane, and Firetown Road, in Simsbury, CT respectively.
4. Prior to the completion of the construction of the Project, Gravel Pit Solar shall provide SHPO with a plan of management, restrictions and other conditions related to the Structures that are listed on Exhibit A under the Treatment Heading as "keep." SHPO shall have sixty (60) days to comment on this plan, and Gravel Pit Solar shall use commercially reasonable efforts to accommodate such SHPO comments. If Gravel Pit Solar has not received comments from SHPO within the sixty (60) day time period allotted, it shall be deemed that the plan provided by Gravel Pit Solar has been approved by SHPO.
5. Gravel Pit Solar shall provide proof of the distribution of funds identified in Paragraph 4 above to SHPO to fulfill this portion of the Memorandum of Agreement. The Trust for Public Land shall work with SHPO to implement the requirements of Paragraph 3 above.
6. This Memorandum of Agreement may be signed in counterparts or facsimile or electronic counterparts. The counterparts, when combined, shall form the entirety of this Memorandum of Agreement.

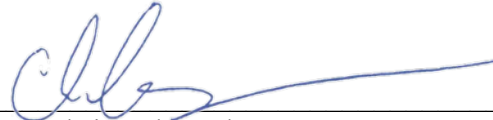
7. This Memorandum of Agreement may only be amended as agreed to in writing by all Parties. Such amendment of this Memorandum of Agreement shall become effective upon receipt of all signed counterparts of the amendment.
8. This Memorandum of Agreement shall be governed by the laws of the state of Connecticut, and any dispute concerning this Memorandum of Agreement may be brought in any state or federal court located in the state of Connecticut.
9. By their signatures below, the Parties agree to the terms and conditions of this Memorandum of Agreement. By their signatures below, the Parties also represent that they have the authority to execute this Memorandum of Agreement on behalf of their respective Party.

STATE HISTORIC PRESERVATION OFFICE

GRAVEL PIT SOLAR, LLC
GRAVEL PIT SOLAR II, LLC
GRAVEL PIT SOLAR III, LLC
GRAVEL PIT SOLAR IV, LLC



By: Mary B. Dunne
State Historic Preservation Officer



By: Christopher Clevenger
Its Authorized Signatory

4/7/2021

Date

3/30/2021

Date

EXHIBIT A: Evaluation of Standing Structures Found on the Project Site and Treatment Recommendations.

Building Number	On 1934 Aerial	On 1970 Aerial	Roof Style/ Modifications	Foundation Changes	Siding Changes	Condition/ Integrity	Contributes to District	Rank	Treatment	Notes
Shed 1	Yes	Yes	Monitor intact/ Asphalt shingle	Yes Sonotubes	Some replacement	Good	Yes	2	Keep	
Shed 2	Yes	Yes	Monitor removed/ Standing seam metal	No concrete blocks	Intact metal hinges	Good	Yes	2	Keep	
Shed 3	Yes	Yes	Monitor removed/ Standing seam metal	No concrete blocks	Intact hinges	Good	Yes	2	Keep	
Shed 4	Yes	Yes	Monitor removed/ Standing seam metal	No concrete blocks	Intact hinges and siding	Good	Yes	2	Keep	
Shed 5	No	No	Monitor removed/ Standing seam metal	Yes Sonotubes	Intact hinges and siding newer	Good	No	3	Keep	
Shed 5A	No	No	Standing seam metal roof	N/A	Wood siding	Good	No	3	Remove	
Shed 6	Yes	Yes	Monitor removed/ Standing seam metal	No Concrete blocks	Siding intact along with hinges	Good	Yes	2	Keep	
Shed 8	Yes	Yes	Monitor/ Asphalt shingle	No- Concrete Block	Siding intact	Good	Yes	1	Keep	SHPO requested keep.
Shed 9	Yes	Yes	No Monitor/ Asphalt shingle	No- Concrete Block	Plywood in gable end and doors	Fair	Yes	3	Keep	SHPO requested keep.
Shed 10	Yes	Yes	Monitor taller/ Asphalt Shingle/ exposed rafter tails	No- Concrete block	Siding intact	Good	Yes	1	Keep	SHPO requested keep.
Shed 11	Yes	Yes	Monitor taller/ Asphalt Shingle/ exposed rafter tails	No- Concrete block	Siding intact	Good	Yes	1	Keep	
Shed 12	Yes	Yes	Monitor taller/ Asphalt Shingle exposed rafter tails	No- Concrete block	Siding intact	God	Yes	1	Remove	Change to Remove, fire access risk
Shed 13	Yes	Yes	Monitor taller/ Asphalt Shingle/ exposed rafter tails	No- Concrete block	Siding intact	Good	Yes	1	Remove	Change to Remove, fire access risk
Shed 14	Yes	Yes	Monitor taller/ Asphalt Shingle/ exposed rafter tails	No- Concrete block	Siding intact	Good	Yes	1	Remove	Change to Remove, fire access risk

Building Number	On 1934 Aerial	On 1970 Aerial	Roof Style/ Modifications	Foundation Changes	Siding Changes	Condition/ Integrity	Contributes to District	Rank	Treatment	
Shed 15	Yes	Yes	Monitor/ Asphalt roof	Concrete Block	Siding intact (latch details)	Good	Yes	1	Remove	Fire access risk
Shed 16	Yes	Yes	Monitor/ Asphalt roof	Concrete Block	Siding intact	Good	Yes	1	Remove	Fire access risk
Shed 17	Yes	Yes	Monitor/ Asphalt roof	Concrete Block	Siding intact	Good	Yes	1	Remove	Fire access risk
Shed 18	Yes	Yes	Monitor/ Asphalt roof	Concrete Block	Siding intact	Good	Yes	1	Remove	
Shed 19	Yes	Yes	No Metal roof altered Longest shed	Concrete block	Siding intact	Good	Yes	2	Keep	SHPO requested keep.
Shed 20	Yes	Yes	Monitor/ Asphalt roof	Concrete Block	Siding intact	Good	Yes	1	Keep	SHPO requested keep.
Shed 21	Yes	Yes	No Monitor/ Standing-Seam Metal	No- Concrete Block	Siding intact	Good	Yes	2	Remove	
Shed 22	Yes	Yes	Monitor/ Asphalt roof	No- Concrete Block	Siding intact	Good	Yes	1	Remove	
Shed 23	Yes	Yes	No monitor standing-seam metal	No- Concrete Block	Siding intact	Good	Yes	2	Remove	
Shed 24	Yes	Yes	Monitor/ Asphalt roof	No- Concrete Block	Siding intact	Good	Yes	1	Remove	Fire access risk
Shed 25	Yes	Yes	Monitor/ Standing-seam metal	Concrete Block	Siding intact	Good	Yes	2	Remove	Onsite assessment by construction team showed barn is in bad condition
Shed 27	No	No	No Monitor	Yes Sonotubes	Plywood in gable ends	Fair	No	3	Remove	
Shed 28	Yes	Yes	Monitor/ Asphalt shingle	No- Concrete Blocks	No	Good	Yes	1	Remove	Remove since in poor condition and impacts production
Shed 29	Yes	Yes	Monitor/ Asphalt shingle	No- Concrete	No	Good	Yes	1	Remove	Fire access risk
Shed 26	Yes	Yes	Monitor/ Asphalt shingle	No- Concrete block	No	Good	Yes	1	Remove	Remove since in poor condition and impacts production
Shed 30	Yes	Yes	Monitor/ Asphalt Shingle	No – Concrete block	No	Good	Yes	1	Remove	Fire access risk

Building Number	On 1934 Aerial	On 1970 Aerial	Roof Style/ Modifications	Foundation Changes	Siding Changes	Condition/ Integrity	Contributes to District	Rank	Treatment	
Shed 31	Yes	Yes	Monitor/ Asphalt Shingle	No- Concrete block	Plywood in gable end	Good	No	2	Keep	
Shed 32	No	Yes	No Monitor	Sonotubes	Plywood in gable end	Good	No	3	Remove	
Shed 33	No	Yes	No Monitor	Sonotubes	Yes	Good	No	2	Remove	
House 1 – Plantation Road	Yes	Yes	Asphalt	Composite Shingle	Brick foundation	Fair	Yes	3	Remove	
House 2 – West side driveway entrance	Yes	Yes	Asphalt Shingle	Wood shingle	Stone- sill on ground	Poor	Yes	3	Remove	
House 3- Windsorville Road	Yes	Yes	Standing-seam metal roof	Brick foundation	Vinyl siding	Good	Yes	2	Keep	
Barn 1 Gambrel Roof	Yes	Yes	Standing seam- metal roof	Siding intact	Concrete	Fair	Yes	2	Remove	
Barn 2 –English Bank Barn	Yes	Yes	Standing-seam metal roof	Vertical wood siding intact	Siding intact	Good	Yes	1	Keep	
Barn 3- Pole Barn Open	Yes	Yes	Standing-seam metal roof	Wood siding - open	Open siding	Fair	Yes	2	Remove	Remove, impacts production
Barn 4- Concrete shed near pole barn	No	No	Standing-seam metal roof	Shed roof	Brick	Good	No	3	Remove	
Barn 5 Converted Barn Dormitory	Yes	Yes	Asphalt shingle with roof vents	Wood Shingle siding	Not visible	Good	Yes	1	Keep	
Dormitory between 19 and 20	Yes, but altered	Yes	Concrete Block –original building appended to this?	Concrete Block	Concrete Block	Fair	No	3	Remove	
Original Water Tower	Yes	Yes	Deteriorated	N/A	N/A	Poor	Yes	3	Remove	
Water tower	No	Yes	N/A	N/A	N/A	Good	Yes	1	Keep	