

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 8604

Joint Petition of Vermont Transco LLC and)
Vermont Electric Power Company, Inc., for a)
certificate of public good, pursuant to 30)
V.S.A. § 248, authorizing the construction of)
the PV20 Cable Replacement Project from the)
New York border to the Town of Grand Isle,)
Vermont)

STIPULATION AND MEMORANDUM OF UNDERSTANDING BETWEEN
THE VERMONT AGENCY OF NATURAL RESOURCES AND
VERMONT TRANSCO LLC AND VERMONT ELECTRIC POWER COMPANY, INC

RECITALS

1. On September 9, 2015, Vermont Transco LLC and Vermont Electric Power Company, Inc. (Petitioners) filed a petition with the Vermont Public Service Board for a certificate of public good (CPG), pursuant to 30 V.S.A. § 248, authorizing the construction of the PV20 Cable Replacement Project from the New York border to the Town of Grand Isle, Vermont.
2. Petitioners served a copy of the petition and supporting prefiled evidence on the Agency of Natural Resources (ANR), which has issued discovery on the filing and filed prefiled evidence of its own with the Board on the Project's potential impacts under Section 248(b)(5) of Title 30.
3. Petitioners and the Agency (the Parties) now wish to stipulate to certain conditions to be included in any CPG that the Public Service Board may issue for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the Parties hereby stipulate as follows:

1. The Parties agree that the prefiled evidence (testimony and exhibits) filed in this proceeding shall be admitted into the evidentiary record without objection, and that the evidentiary record supports the issuance of a CPG for the Project,

provided the Board incorporates into an Order and CPG the conditions set forth in paragraph 2. of this Stipulation and Memorandum of Understanding.

2. The Parties agree that, provided Petitioners comply with the following conditions, the Project will not result in an undue adverse impact on the natural environment.
 - a. Petitioners shall obtain all state and federal permits necessary to construct the Project before commencing construction.
 - b. Petitioners shall obtain, and renew as appropriate, all state and federal permits necessary to operate the Project prior to commencing operation of the Project.
 - c. Petitioners shall construct and operate the Project in accordance with all permits and approvals authorizing the Project's construction and operation.
 - d. Petitioners shall engage a qualified environmental inspector during cable installation and removal activities who will be responsible for monitoring compliance with all applicable permits and the conditions of this Stipulation and Memorandum of Understanding and the CPG.
 - e. Petitioners shall construct the Project in accordance with the requirements of the following plans, which are attached to this Stipulation as Exhibits (i) through (v) and incorporated by reference into this Stipulation. Petitioners shall not make any modifications or changes to those plans without prior consultation and approval of ANR.
 - (i) Turbidity Monitoring Plan dated April 14, 2016 (Exhibit i).
 - (ii) Aquatic Invasive Species Management Plan dated April 1, 2016 (Exhibit ii).
 - (iii) HDD Inadvertent Return Contingency Plan dated April 1, 2016 (Exhibit iii).
 - (iv) Installation Spill Prevention, Containment, and Contingency Plan dated March 10, 2016 (Exhibit iv).
 - (v) Removal Spill Prevention, Containment, and Contingency Plan dated April 1, 2016 (Exhibit v).

- f. Petitioners shall limit lake bed disturbing activities to the period from June 1 to October 1. This restriction does not apply to HDD activities, provided that these HDD activities are conducted in a manner that prevents the introduction of sediments into, or creation of turbidity within the lake beyond the immediate vicinity of the in-water HDD entry point. For purposes of this limitation, "lake bed disturbing activities" includes activities related to both cable installation and cable removal, including laying of cable on the lake bed.
 - g. Petitioners will not cause permanent removal of woody debris, trees, stumps, historical sawn logs, rock, aquatic plants or animal life from the lake during installation and removal activities without advance approval from ANR. Advance approval is not required for incidental removal of small items, including those of the type listed above, that may be attached or cling to the cable or other equipment during removal activities. Aquatic invasive species shall not knowingly be removed from the lake, or moved from one portion of the lake to another portion of the lake, except in accordance with the following. Aquatic invasive species that are inadvertently removed from the lake during the cable removal activities due to their attachment to the cables or other equipment shall not be transported on the outside of a vessel and shall only be transported and disposed of in a manner that will not cause reintroduction into the lake or any other waters of the state of Vermont.
3. This Stipulation does not guarantee the issuance, or govern the consideration, of any applications filed by Petitioners for any permit administered by ANR and is not intended to limit in any way ANR's authority under applicable law to impose conditions in such permits in order to ensure that Project impacts are avoided, minimized, or mitigated, to the extent required under the applicable permitting programs.
 4. This Stipulation pertains only to the Project as it is proposed at the effective date of this Stipulation. If Petitioners make any changes to the Project prior to the Board's issuance of a CPG that could materially impact any of the Parties' rights under this Stipulation, the Parties shall negotiate in good faith to amend this Stipulation as necessary. Should the Parties fail to reach an agreement to amend this Stipulation, this Stipulation shall, at the option of any party, be deemed null and void and without effect, shall not constitute any part of the record in this proceeding, and shall not be used for any other purpose. Should any party so elect to deem this Stipulation null and void and without effect, the Parties shall

be placed in the position that they enjoyed in this proceeding before entering this Stipulation.

5. This Stipulation constitutes the complete agreement between the Parties with respect to the issuance of a CPG in response to the petition and supersedes all previous agreements related thereto.
6. The Parties agree that by entering this Stipulation, the Agency of Natural Resources does not waive, and expressly reserves all of the Agency's legal and equitable rights and remedies concerning the Project's impacts to fish being raised in the Ed Weed Fish Culture Station.
7. This Stipulation may be modified only upon mutual written agreement of the Parties.
8. Each person signing this Stipulation on behalf of the Parties is duly authorized to do so.
9. This Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
10. This Stipulation is governed by Vermont law and any disputes under this Stipulation shall be decided by the Board.
11. The Parties agree that this Stipulation shall not be construed as a waiver as to jurisdiction or otherwise having precedential impact on any future proceeding involving either Party, except as necessary to implement this Stipulation or to enforce an order of the Board resulting from this Stipulation.
12. The Parties have each made specific compromises to reach this Stipulation. This Stipulation is expressly conditioned upon the Board's issuance of an Order and CPG for the Project that include all of the conditions set forth in this Stipulation, without material change or condition. If the Board does not adopt the conditions in their entirety, the Stipulation shall, at the option of any party, be deemed null and void and without effect, shall not constitute any part of the record in this proceeding, and shall not be used for any other purpose. Should any party so elect to deem this Stipulation null and void and without effect, the Parties shall be placed in the position that they enjoyed in this proceeding before entering this Stipulation.

VERMONT TRANSCO LLC
VERMONT ELECTRIC POWER CO., INC.

VERMONT AGENCY OF NATURAL
RESOURCES

By: 
Duly Authorized Agent

By: 
Duly Authorized Agent

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Date: 4/15/2016

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Date: April 15, 2016