

**STATE OF VERMONT  
PUBLIC SERVICE BOARD**

Petition of Vermont Gas Systems, Inc. for	)	
authority to condemn easement rights in	)	
property interests of the <b>Town of Hinesburg,</b>	)	
<b>Vermont</b> and Green Mountain Power	)	
Corporation, relative to property located in	)	Docket No. _____
<b>Hinesburg,</b> Vermont in order to construct and	)	
operate Phase 1 of the Addison Rutland Natural	)	
Gas Project	)	

**STIPULATION REGARDING CONDEMNATION**

NOW COMES Vermont Gas Systems, Inc., a Vermont corporation with its principal place of business at 85 Swift Street, South Burlington, Vermont (“Vermont Gas”), and the Town of Hinesburg, a Vermont municipality, and its successors and assigns (“Town of Hinesburg”), and hereby stipulate and agree as follows:

1. Vermont Gas provides natural gas service to Vermonters via a network of approximately 750 miles of underground transmission and distribution pipelines, systems, and related appurtenances located in northern Vermont.
2. Vermont Gas intends to expand its network by installing new underground transmission and distribution pipeline and related facilities in order to extend natural gas service to additional Vermont communities in furtherance of the Addison Rutland Natural Gas Project (the “Project”).
3. Vermont Gas seeks to compensate the Town of Hinesburg for constructing, installing, maintaining, and operating its natural gas service utility corridor on a portion of the Town of Hinesburg’s property located on Shelburne Falls Road in Hinesburg, Vermont and identified by Town of Hinesburg as Parcel ID # 16-20-26.1 (the “Property”).
4. The Property, known as “Geprags Community Park,” is situated on the northerly side of Shelburne Falls Road in the Town of Hinesburg, and is all and the same land premises decreed to the Town by Partial Decree of Distribution for the Estate of Dora E. Geprags, dated December 2, 1991, and recorded on January 14, 1992 at Book 80, Page 106 of the Town of Hinesburg Land Records.
5. The Property is subject to a covenant that it “. . . shall be used only as a public park or school for public recreational or educational purposes, and the Town of Hinesburg shall properly maintain and care for the property decreed hereby.”
6. The Town of Hinesburg has determined that while the easement rights sought by Vermont Gas will not directly interfere with the purpose of the public trust imposed by the

aforesaid covenant once constructed, construction of the pipeline will cause temporary interference with use of the public park. Moreover, the Town of Hinesburg recognizes that pipeline development on the Property may restrict consideration of new recreational or educational structures within the easement corridor without Vermont Gas' consent, all in the interests of public safety.

7. Since the Property is subject to the aforesaid covenant, and based on the foregoing determinations, condemnation is the only means for Vermont Gas to acquire the necessary easement rights across the Property. This conclusion is consistent with the Town of Hinesburg's position on other past projects affecting the Property.<sup>1</sup>

8. Vermont Gas requires a permanent deed of easement for a utility corridor encumbering the Town of Hinesburg's Property and a temporary easement for additional workspace during Project construction (collectively, the "Easement"). The location of the area(s) of the Property to be conveyed to Vermont Gas by the Town of Hinesburg in the Easement are set forth in **Exhibit B** attached to the Petition for Condemnation ("Easement Plan, Property of Town of Hinesburg, Shelburne Falls Road, Town of Hinesburg, Chittenden County, Vermont," dated November 4, 2014).

9. The Deed of Easement is attached as **Exhibit C** to the Petition for Condemnation.

10. Pursuant to the Deed of Easement, Vermont Gas will have the right to enter upon the Property from time to time to survey and confirm the location of the Easement, and to conduct such environmental and engineering evaluations for archeological, wetland, soils and geotechnical surveys as may be required for purposes of obtaining regulatory approvals.

11. Condemnation of easement rights across the Property is reasonably necessary for Vermont Gas to provide adequate service to the public. Vermont Gas has secured easements from property owners on the northerly and southerly boundaries of the Property.

12. Condemnation of the Property will not unduly interfere with the orderly development of the region and scenic preservation, provided that the Warbler Protection Plan and Distribution Plan as described herein are implemented, together with any other relevant conditions in the Certificate of Public Good in Docket 7970 and any amendments thereto.

13. Vermont Gas has agreed to pay compensation totaling **Seventy Five Thousand U.S. Dollars (\$75,000.00)** (the "Easement Compensation") for the easement rights, which the Town of Hinesburg may use at its discretion. Vermont Gas shall also pay any Vermont Property Transfer Tax and other fees associated with the Deed of Easement at the time of recording.

14. In addition to the Easement Compensation, Vermont Gas has agreed to provide to the Town of Hinesburg a written plan for the protection and enhancement of Golden-Winged Warbler habitat in the vicinity of the pipeline, developed in collaboration with Mr. Mark LaBarr

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<sup>1</sup> See *Town of Hinesburg v. Amestoy et al.*, Stipulation and Order, Docket No. 1652-95CnC (1996).

of Audubon Vermont (the "Warbler Protection Plan"). Details of the Warbler Protection Plan shall include the following:

- a. Scheduling of work (including survey & design) to avoid disruption of nesting; and a prohibition on construction between April 15 and July 31 unless site survey by Audubon Vermont in early July indicates no evidence of nesting activity.
- b. Planting of woody shrubs at the boundaries of the permanent easement corridor to enhance the habitat specific to the Warblers. Plantings may also include additional shrubs inside the easement area as depicted on the "Riparian Zone Vegetation Management Plan" Sheet S-1, Dated 12/6/2012, attached herein at Attachment 1.
- c. Implementing a corridor maintenance plan consistent with preservation and enhancement of the existing habitat to the greatest possible extent, taking into consideration requirements for monitoring and maintenance of the pipeline.
- d. Ensuring that any mowing in the corridor is conducted outside of nesting season.
- e. Executing a post-construction monitoring plan to determine impacts, if any, on the use of the area in the vicinity of the pipeline by Golden-winged Warblers.

15. At the time the Deed of Easement is recorded, in addition to the Easement Consideration, Vermont Gas will pay to the Town of Hinesburg the sum of **One Thousand U.S. Dollars (\$1,000.00)** to support the plantings as recommended by Audubon Vermont as part of the Warbler Protection Plan. In addition, Vermont Gas will make a donation of **One Thousand U.S. Dollars (\$1,000.00)** to Audubon Vermont to support the services provided to the Town of Hinesburg in connection with the pipeline Corridor as part of the Warbler Protection Plan.

16. Vermont Gas acknowledges the importance of Geprags Park to the Town of Hinesburg for its recreational and ecological values. In addition to the Warbler Protection Plan, Vermont Gas agrees to collaborate with the Hinesburg Conservation Commission in addressing other concerns that may arise from time to time in connection with the pipeline corridor. Specifically, Vermont Gas agrees to modify normal maintenance routines as needed to address concerns, provided that the modifications do not jeopardize the safety and integrity of the pipeline. Further, Vermont Gas will consider modest, reasonable requests for funding where specific management options may benefit the ecology in and proximate to the corridor. The foregoing is referred to hereinafter as the "Conservation Plan."

17. As additional consideration for the Deed of Easement, Vermont Gas agrees to extend its distribution network as shown on the attached plan in Attachment 2 within two (2) years of the service date of the new transmission pipeline (hereinafter and as described below, the "Distribution Plan"), subject to the following conditions:

- a. Approval of all required Town permits for the work. The distribution pipe will not be co-located with the Town of Hinesburg's existing water main.

- b. Approval of all required State and Federal permits.
- c. Approval and easements (as required) from each mobile home park owner.

18. As part of the Distribution Plan, Vermont Gas will make available its energy efficiency programs to any Hinesburg home or business currently along the existing natural gas line. Further Vermont Gas will make its energy efficiency programs available to homes and businesses along the proposed future distribution network as shown on the map included as Attachment 2.

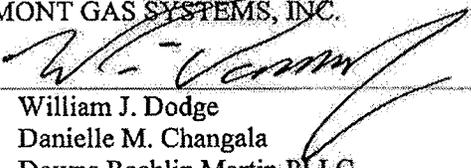
- a. Residential programs include: 1. Retrofit program, 2. New Construction program, and 3. Equipment Replacement Program.
- b. Commercial programs include: (1) Workplace Equipment Replacement and Retrofit program; and (2) Workplace New Construction program.

19. Vermont Gas offers a low income rate for eligible customers in Town of Hinesburg. The discount is 20% off of all components of the natural gas bill (the daily access charge, natural gas charge, and distribution charge) and is available to consumers with household incomes at or below 185% of the federal poverty level. Income eligibility is determined by the Department for Children and Families, Office of Energy Assistance. All customers, including low income eligible customers, pay a modest monthly fee to support the program. For a residential customer the fee is currently \$1.39 per month.

20. By signing this Stipulation, the Town of Hinesburg and Vermont Gas have agreed that although eminent domain is required for Vermont Gas' acquisition of the Easement on the Property based on the Covenant, the Easement Compensation, Warbler Protection Plan, Conservation Plan, Distribution Plan as described herein collectively constitute fair and reasonable compensation for the rights set forth in the Easement.

Dated at Burlington, Vermont this 19th day of August 2015.

VERMONT GAS SYSTEMS, INC.

By: 

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