

**STATE OF VERMONT  
PUBLIC SERVICE BOARD**

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

**REVISED 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:

**I. INTRODUCTION**

- 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 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 known as “Gepregs Community Park,” located on Shelburne Falls Road in Hinesburg, Vermont and identified by Town of Hinesburg as Parcel ID # 16-20-26.1 (alternatively “Gepregs Park” or the “Property”).
- 4. Gepregs 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. Gepregs, 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.” (Hereinafter, the “Covenant”.)





- 128 i. Residential programs include: 1. Retrofit program, 2. New Construction  
129 program, and 3. Equipment Replacement Program. The programs include  
130 financial assistance and installation support, and feature highly efficient  
131 gas furnaces and boilers that save money and energy. The programs also  
132 include financing the costs of removing a heating oil tank from a mobile  
133 home unit, sometimes with zero-interest financing.
- 134
- 135 ii. Commercial programs include: (1) Workplace Equipment Replacement  
136 and Retrofit program; and (2) Workplace New Construction program.
- 137
- 138 c. Vermont Gas will absorb the cost to bring distribution lines to the side of each  
139 mobile home in the mobile home parks. Per its existing tariff, Vermont Gas will  
140 pay the installation costs of the first 100' of those homes in Exhibit B that are  
141 more than 100' from the public right of way.
- 142
- 143 d. Vermont Gas offers a low income rate for certain eligible customers in Town of  
144 Hinesburg. The discount is 20% off of all components of the natural gas bill (the  
145 daily access charge, natural gas charge, and distribution charge) and is available  
146 to consumers with household incomes at or below 185% of the federal poverty  
147 level. Income eligibility is determined by the Department for Children and  
148 Families, Office of Energy Assistance. All customers, including low income  
149 eligible customers, pay a modest monthly fee to support the program. For a  
150 residential customer the fee is currently \$1.39 per month.
- 151

152 15. **Conditions of Distribution Plan.** Completion of the “Distribution Plan” by the  
153 end of 2016 is subject to the following conditions:

- 154
- 155 a. Timely approval of all required Town permits for the work. The distribution pipe  
156 will not be co-located with the Town of Hinesburg’s existing water main.
- 157
- 158 b. Timely approval of all required State and Federal permits for the work.
- 159
- 160 c. Approval and easements (as required) from each mobile home park owner,  
161 offering each the opportunity of whether to connect.
- 162

163 16. **Tax Revenue.** Vermont Gas has further estimated that based on the proportional  
164 value of the transmission pipeline being constructed in Hinesburg, Vermont Gas (including but  
165 not limited to Geprags Park), it will pay an estimated **\$465,000.00 per year in property taxes**,  
166 to be depreciated over a period of more than 60 years (“Tax Revenue”).

167

168 17. **Road Preservation Measures.** Vermont Gas will take appropriate measures to  
169 video-document the existing road conditions for all roads and access points in the Town of  
170 Hinesburg to be used for construction vehicles during initial installation of the pipeline, and to  
171 ensure that any damaged roads or access points are restored, in accordance with the 19 V.S.A.  
172 §1111 permits, Town of Hinesburg road requirements, and driveway access permits.

173

174           18.    **Vegetation and Habitat Management Plan.** Vermont Gas has agreed to fully  
175 implement the applicable portions of the Addison Natural Gas Project Phase I Vegetation  
176 Management Plan for post-construction restoration of vegetation , which includes a plan for the  
177 protection and enhancement of Golden-Winged Warbler habitat in the vicinity of the pipeline,  
178 developed in collaboration with Mr. Mark LaBarr of Audubon Vermont (the “Warbler Protection  
179 Plan”). The Vegetation Management Plan is attached hereto as Exhibit C, and the Warbler  
180 Protection Plan is Attachment 1 to **Exhibit C**. Details of the Warbler Protection Plan include the  
181 following:

- 182
- 183           a. Scheduling of work (including survey & design) to avoid disruption of nesting;  
184           and a prohibition on construction between April 15 and July 31 unless site survey  
185           by Audubon Vermont in early July indicates no evidence of nesting activity.
  - 186
  - 187           b. Planting of woody shrubs at the boundaries of the permanent easement corridor to  
188           enhance the habitat specific to the Warblers. Plantings include additional shrubs  
189           inside the easement area as depicted in the “Vegetation Management Plan  
190           Planting Schematic Typical”), attached to **Exhibit C** as Attachment 3.
  - 191
  - 192           c. Implementing a corridor maintenance plan consistent with preservation and  
193           enhancement of the existing habitat to the greatest possible extent, taking into  
194           consideration requirements for monitoring and maintenance of the pipeline.
  - 195
  - 196           d. Ensuring that any mowing in the corridor is conducted outside of nesting season.
  - 197
  - 198           e. Executing a post-construction monitoring plan to determine impacts, if any, on  
199           the use of the area in the vicinity of the pipeline by Golden-winged Warblers.
- 200

201           19.    **Contribution Towards Warbler Protection.** At the time the Deed of Easement  
202 is recorded, in addition to the Easement Consideration, Vermont Gas will pay to the Town of  
203 Hinesburg the sum of **One Thousand U.S. Dollars (\$1,000.00)** to support the plantings as  
204 recommended by Audubon Vermont as part of the Warbler Protection Plan. In addition,  
205 Vermont Gas will make a donation of **One Thousand U.S. Dollars (\$1,000.00)** to Audubon  
206 Vermont to support the services provided to the Town of Hinesburg in connection with the  
207 pipeline Corridor as part of the Vegetation Management Plan and the Warbler Protection Plan.

208

209           20.    **Environmental Inspector Reimbursement.** During initial construction of the  
210 Project, Vermont Gas will reimburse the Town of engaging an environmental inspector /  
211 observer at the Town’s choosing, suitably credentialed in environmental engineering, to witness  
212 and report on construction and observance with the conditions of the Deed of Easement.  
213 Reimbursement shall be up to \$1,000 per week through to the end of the construction /  
214 restoration period.

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216           21.    **Conservation Plan.** Vermont Gas acknowledges the importance of Geprags Park  
217 to the Town of Hinesburg for its recreational and ecological values. In addition to the Warbler  
218 Protection Plan, Vermont Gas agrees to collaborate with the Hinesburg Conservation  
219 Commission in addressing other concerns that may arise from time to time in connection with

220 the pipeline corridor. Specifically, Vermont Gas agrees to modify normal maintenance routines  
221 as needed to address concerns, provided that the modifications do not jeopardize the safety and  
222 integrity of the pipeline. Further, Vermont Gas will make payments to the Town in an amount  
223 ranging between \$2,000 and \$3,000 per year for a period of ten (10) years to benefit the ecology  
224 in and proximate to the corridor. The foregoing is referred to hereinafter as the “Conservation  
225 Plan.”

226  
227 22. **Adequacy of Compensation.** By signing this Stipulation, the Town of  
228 Hinesburg and Vermont Gas have agreed that although eminent domain is required for Vermont  
229 Gas’ acquisition of the Easement on the Property based on the Covenant, the Easement  
230 Compensation, the Distribution Plan, the Tax Revenue, the Environmental Inspector  
231 Reimbursement, the Vegetation Management Plan, the Warbler Protection Plan, the contribution  
232 towards Warbler protection, and the Conservation Plan, as described herein collectively  
233 constitute fair and reasonable compensation for the rights set forth in the Deed of Easement.  
234

235 V. MISCELLANEOUS  
236

237 23. **Reasonable Assistance.** In ensuring that Vermont Gas can implement this  
238 Agreement, the Deed of Easement, the Distribution Plan, the Vegetation Management Plan, and  
239 the Warbler Protection Plan, the Town of Hinesburg shall provide reasonable assistance to  
240 Vermont Gas where requested to ensure that construction, maintenance, and repair of the  
241 pipeline, together with exercise of VGS’s obligations to preserve and enhance habitat,  
242 vegetation, and roads in Hinesburg, can proceed without breach of the peace, unlawful  
243 interference, or other impediments, including through imposition of reasonable time, place, and  
244 manner restrictions on activities in Geprags Park in opposition to Vermont Gas’s exercise of its  
245 rights.

246 24. **Jurisdiction.** The parties agree that the Public Service Board will have  
247 continuing jurisdiction to enforce the terms and conditions of this Stipulation and the Deed of  
248 Easement based on the order issued in this Docket; provided, however, that the parties must first  
249 bring any bona fide disputes regarding the terms and conditions to the Department of Public  
250 Service for consultation prior to escalating the dispute to the Board.

251  
252 [Signatures Appear on Next Page]  
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255 Dated at Burlington, Vermont this \_\_\_\_\_ day of \_\_\_\_\_ 2016.  
256

257 VERMONT GAS SYSTEMS, INC.  
258

259 By: \_\_\_\_\_  
260

261 William J. Dodge  
262 Downs Rachlin Martin PLLC  
263 Attorneys for Petitioner  
264 199 Main Street  
265 P.O. Box 190  
266 Burlington, VT 05402-0190  
267 (802) 863-2375  
268 wdodge@drm.com  
269 dchangala@drm.com  
270

271 TOWN OF HINESBURG, VERMONT  
272

273 By: \_\_\_\_\_  
274

275 E.M. Allen  
276 Stetler, Allen & Kampmann  
277 Attorneys for Respondent  
278 95 St. Paul Street  
279 Burlington, VT 05401  
280 (802) 660-8646  
281 croy@drm.com  
282 dchangala@drm.com  
283