

**STATE OF VERMONT
PUBLIC SERVICE BOARD**

Joint Petition of Green Mountain Power Corporation,	)	
Vermont Electric Cooperative, Inc., and Vermont	)	
Electric Power Company, Inc., for a certificate of public	)	
good, pursuant to 30 V.S.A. Section 248, to construct	)	
up to a 63 MW wind electric generation facility and	)	Docket No. 7628
associated facilities on Lowell Mountain in Lowell,	)	
Vermont, and the installation or upgrade of	)	
approximately 16.9 miles of transmission line and	)	
associated substations in Lowell, Westfield and Jay, Vermont	)	

STIPULATION

This Stipulation, dated this 19th day of December 2012, sets forth the terms of an agreement between Green Mountain Power Corporation (“GMP”) and the Public Service Department (“PSD” and with GMP, the “Stipulating Parties”).

WHEREAS, on October 12, 2012, the Public Service Board (“Board”) issued an order requiring GMP to show cause why the Board should not impose sanctions, pursuant to 30 V.S.A. § 30, for its use of the so-called “northern route” in violation of the 30-day and 60-day advance time periods for the municipal consultation and road survey requirements in GMP’s approved Transportation Plan; and

WHEREAS, on November 28, 2012, the Board held an evidentiary hearing and oral argument on this matter; and

WHEREAS, the Stipulating Parties desire to resolve all matters associated with the Board’s show cause order.

THEREFORE, in the interests of compromise and in consideration of the mutual covenants contained herein, the Stipulating Parties agree as follows:

I. Stipulated Facts

1. The Transportation Plan provides that GMP will conduct a survey to document existing road conditions with the Agency of Transportation (“VTrans”) and officials of each affected town at least 30 days prior to the initial transport of project components. The Transportation Plan also provides that sixty days prior to the planned start of the transportation of the turbine components, GMP will meet with town officials and local first responders in each of the

towns along the route to answer questions and coordinate the transportation to address any issues or concerns that they may have, including the possible staging of emergency vehicles to avoid conflicts with the transport plan (similar to what is done during parades).

2. On July 17, 2012, GMP filed a request for expedited approval for use of the northern route by oversized trucks carrying Kingdom Community Wind ("KCW") Project components. GMP did not seek a waiver of the 30-day and 60-day advance time periods because the KCW Project manager believed that expedited approval, if granted, would obviate the need to complete the survey and consultation requirements in advance of transport.
3. The Board granted expedited approval on July 19, 2012.
4. GMP was delayed in undertaking the survey and consultation requirements as a result of the need to address other transportation issues. The consultation began on July 26, 2012 and was completed on August 6, 2012. The road survey was conducted between July 30 and August 1, 2012.
5. KCW Project components were transported by oversized trucks over the northern route on July 23, 25, 27, 31 and August 2, 2012.
6. On July 27, 2012, GMP notified the Board that transport had begun without complying with the 30-day and 60-day advance time periods. Although GMP believed it was in substantial compliance with the Transportation Plan, it did not indicate its belief or explain the basis for it in its filing.
7. On August 2, 2012, GMP suspended transport and requested a waiver of the advance time periods.
8. On August 15, 2012, the Board issued an order permitting resumption of transport upon the filing of verification that the consultation and survey requirements had been met. GMP filed the verification on August 17, 2012.
9. GMP's violation of the advance time period requirements in the Transportation Plan was not intentional.
10. No damage to the roads was reported by the municipalities, VTrans or the law enforcement authorities, and GMP's actions did not cause, or have the potential for causing, a significant impact on any of the Section 248 criteria.

II. Stipulated Penalty

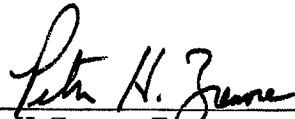
11. GMP agrees to pay a one-time penalty payment totaling \$7500 (\$1500 for each of the five trips) for the violations described herein.

III. Other Terms

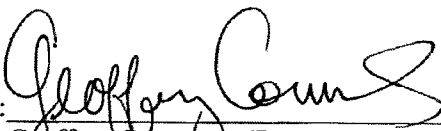
12. Except as otherwise specifically provided herein, nothing contained in this Stipulation or any actions taken in furtherance of this Stipulation shall constitute or be deemed or construed as an admission of fact, liability, or wrongdoing or of any position whatsoever by any Stipulating Party in connection with any matters in dispute or otherwise.
13. The Stipulating Parties agree that should the Board fail to approve the stipulated penalty contained in section II of this Stipulation in all material respects, the Stipulating Parties' agreements set forth herein shall terminate, and the Stipulating Parties shall be placed in the position that each enjoyed in this proceeding before entering into the Stipulation. In such event, the Stipulating Parties' agreements in this Stipulation shall not be construed by any Stipulating Party, tribunal, or other entity as having precedential impact on any testimony or positions that may be advanced in this proceeding, shall not constitute any part of the record in this proceeding, and shall not be used for any other purpose.
14. The Stipulating Parties agree that this Stipulation shall have no precedential value nor shall it be used in any future proceeding, except a future proceeding to enforce the terms and conditions herein or in any Board Order approving this Stipulation without any modifications.
15. Based on the foregoing agreements, the Stipulating Parties request that the Board approve the stipulated penalty contained in section II of this Stipulation, without material change or condition, as the full and final resolution of the claims presented in this matter.
16. The Department will support issuance of the orders and findings of the Board specified herein subject to the Department's obligations under Title 30 of the Vermont Statutes Annotated.

IN WITNESS WHEREOF, the Stipulating Parties have caused this Stipulation to be executed as of the date first written above.

GREEN MOUNTAIN POWER CORPORATION

By: 
Peter H. Zamore, Esq.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: 
Geoffrey Commons, Esq.
Director for Public Advocacy