

**STATE OF VERMONT
PUBLIC UTILITY COMMISSION**

Petition of Green Mountain Power for a	)	
Certificate of Public Good, pursuant to	)	
30 V.S.A. § 248, authorizing the rebuild	)	Case No. 26-0651-PET
of the Georgia Substation located at	)	
2066 Ballard Road in the Town of	)	
Georgia, Vermont	)	

**Stipulation between Green Mountain Power and
the Vermont Agency of Agriculture, Food and Markets**

Petitioner Green Mountain Power (“Petitioner”) and the Vermont Agency of Agriculture, Food and Markets (“AAFM”) (collectively “the Stipulating Parties”) stipulate and agree as follows:

WHEREAS, on April 8, 2026, Petitioner filed with the Public Utility Commission, pursuant to 30 V.S.A. § 248, a Petition for Certificate of Public Good (“CPG”) to rebuild a substation in Georgia, Vermont (“the Project”); and

WHEREAS, the Stipulating Parties have reviewed the Petition, engaged in discovery, and resolved all outstanding issues between them related to the Project;

NOW THEREFORE, in consideration of the above and the undertakings and covenants set forth herein, the Stipulating Parties agree as follows:

1. The Commission make findings consistent with the following:
 - (a) The Project will be located at 2066 Ballard Road in the Town of Georgia, Vermont on a 2.5-acre parcel of land. The overall project activity will occur within the 2.5-acre parcel as well as on approximately 0.1 acres outside the parcel boundary on a utility easement.
 - (b) Project activity will occur on approximately 0.72 acres of primary agricultural soils (“PAS”), as defined in 10 V.S.A. § 6001(15).
 - (c) The proposed permanent impact to PAS totals 0.41 acres, which is the sum of the 0.20 proposed direct impact to PAS and the 0.21 acre proposed indirect (fragmentation) impact to PAS, as determined by AAFM. See Exhibit GMP JRF-3 (Revised).

- (d) The proposed temporary indirect impact is 0.04 acre for the soil stockpile and the proposed temporary direct impact is 0.18 for the temporary substation.
- 2. The Stipulating Parties agree that the following conditions shall be included in any CPG issued by the Commission in this matter to address the Project's temporary impacts on PAS and to restore PAS to its condition prior to construction of the Project to the greatest extent practicable:
 - (a) For the temporary substation, GMP agrees:
 - i. GMP will remove 6 inches of topsoil at the location for the temporary substation and move it directly to the temporary stockpile location (just south of the temporary substation) as shown on Exhibit GMP JRF-3 (Revised);
 - ii. If the 6 inches of soil removed has layers of different soil types, GMP will separate the soils into separate stockpiles for each soil type;
 - iii. Stockpiled soil shall be placed so that its base is at least three feet away from any part of the site that has a slope of 15% or greater;
 - iv. The removed soil will be placed on top of fabric to protect the underlying soil, and silt fencing will be placed around this soil;
 - v. GMP will also install a gate on the access road to deter theft of the stockpiled soil;
 - vi. Access to the soil stockpile area will be along the existing farm road and along a delineated access route to the stockpile area; and
 - vii. Once the temporary substation can be removed at the end of construction (expected to be approximately a year), GMP will 1) perform agricultural subsoiling/tilling of the soils under the temporary substation location, and 2) then return the 6 inches of topsoil to the same location from which it was removed.
 - (b) Project grading is shown on Exhibit GMP JRF-3 (Revised).
 - (c) To reduce impacts to PAS from soil compaction for 1) installation of the new transmission poles east of the substation (and right of the access drive) and 2) for the temporary substation construction and related soil stockpile, the CPG holder shall use tracked equipment with a gross axle weight of less than or equal to 12,000 lbs. If tracked

equipment is not available timber matting shall be used in conjunction with standard wheeled equipment.

3. The stipulating parties agree that the proposed impact to PAS from this Project is *de minimis* because it warrants less than two acres mitigation after the multipliers are applied as described below:
 - (a) The total 0.41 acres of permanent impact to PAS is multiplied by the ratio required in 10 V.S.A. § 6093(a)(2) and specified on AAFM's website (termed "multipliers"). In this case, the resulting proposed impact to PAS is *de minimis* because it warrants less than two acres mitigation after the multipliers are applied.
 - (b) No off-site mitigation recommended at present time. The CPG Holder agrees that if/when a "substantial change" is proposed to this substation in the future or a future expansion (after this Project) is proposed, the 0.41 acres of permanent PAS from this Project may be factored into a future cumulative PAS impact calculation to the extent required by the laws and/or regulations in effect at the time that future substantial change or future substation expansion is proposed.
4. Subject to compliance with the above conditions, the Project, as described in the plans and specifications submitted with the Petition shall not have an undue adverse effect on PAS under 30 V.S.A. § 248(b)(5).
5. To the extent any testimony or evidence submitted in this proceeding differs from the provisions of this Stipulation, the provisions of the Stipulation control.
6. This Stipulation may be modified only upon mutual written agreement by the Stipulating Parties and is subject to any necessary Commission approvals.
7. This Stipulation shall not be construed by any party or tribunal as having precedential impact in any future proceeding involving the Stipulating Parties, except as necessary to implement this Stipulation or to enforce an order of the Commission resulting from this Stipulation.
8. Should the Commission fail to approve this Stipulation in all material respects, this agreement shall terminate and the Stipulating Parties shall

- have the right to submit filings in this matter. The Stipulating Parties' agreements herein shall not be construed by any party or tribunal as having precedential impact on any testimony or positions that may be advanced in these proceedings.
9. Any disputes arising under this Stipulation shall be resolved by the Commission under Vermont law.
10. The Stipulating Parties hereby waive their rights under 3 V.S.A. § 811 to review and comment on any portions of a Proposal for Decision concerning PAS and to present oral argument thereon, provided that the Proposal for Decision is consistent in all material respects with the Stipulation.

Dated at Montpelier, Vermont this 15th day of September, 2026.

STATE OF VERMONT
AGENCY OF AGRICULTURE, FOOD
AND MARKETS

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Dated at Burlington, Vermont, this 15th day of September, 2026.

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