

**STATE OF VERMONT
PUBLIC SERVICE BOARD**

Petition of Champlain VT, LLC d/b/a TDI New England)
for a Certificate of Public Good, pursuant to 30 V.S.A. §248,)
authorizing the installation and operation of a high voltage)
direct current (HVDC) underwater and underground electric)
transmission line with a capacity of 1,000 MW, a converter)
station, and other associated facilities, to be located in Lake)
Champlain and in the Counties of Grand Isle, Chittenden,)
Addison, Rutland, and Windsor, Vermont, and to be known)
as the New England Clean Power Link Project (“NECPL”))

Docket No. 8400

Stipulation between Champlain VT, LLC and Green Mountain Power Corporation

This Stipulation (“the Stipulation” or “Stipulation”), dated the 17th day of July, 2015, sets forth Stipulations reached by Champlain VT, LLC d/b/a TDI New England (“TDI-NE” or Petitioner), a Delaware limited liability company with its principal office at 600 Broadway, Albany, NY 12207, and Green Mountain Power Corporation (“GMP”), collectively, the “Parties,” in connection with the above-captioned Vermont Public Service Board (“Board”) docket.

WHEREAS, TDI-NE filed a Petition with the Board in December 2014, requesting permission to develop, construct, and operate the New England Clean Power Link (“NECPL” or “Project”), a proposed electric transmission line; and

WHEREAS, the electricity shipped through the NECPL will be generated by renewable energy sources in Canada and will be delivered to Vermont and the New England electric grid. The transmission line will utilize high voltage direct current (HVDC) technology, capable of transmitting 1,000 megawatts (MW) of electricity; and

WHEREAS, the transmission line will begin at a converter station in the Province of Québec, Canada and transmit electricity from Alburgh, Vermont to Ludlow Vermont, where it will tie into a new converter station. The Ludlow converter station will convert the electrical power from direct current (“DC”) to alternating current (“AC”) and then connect to the 345 kV Coolidge Substation in Cavendish, Vermont that is owned by the Vermont Electric Power Company (“VELCO”); and

WHEREAS, the underwater portions of the transmission line, approximately 97 miles in length, will be buried in the bed of Lake Champlain, except at water depths of greater than 150 feet where the cables will be placed on the bottom. The terrestrial portions of the transmission line, approximately 57 miles in length, will be buried underground within existing public rights-of-way (“ROWS”); and

WHEREAS, TDI-NE and GMP have met and discussed the Project, including issues surrounding the construction of the overland route where it overlaps with GMP's distribution system;

WHEREAS, ISO-New England's ("ISO-NE") review process for the NECPL as an Elective Transmission Upgrade is ongoing, and the final System Impact Study (SIS) and I.3.9 approval is controlled by ISO-NE;

WHEREAS, ISO-NE will assume operational control of the Project once it is placed into service; and

WHEREAS, the Parties have engaged in discussions concerning the Project and, subject to the terms of this Stipulation, agree that the Project will promote the general good and otherwise meet the criteria of section 248, and consequently that the Board should approve TDI-NE's petition to construct and operate the NECPL.

THEREFORE, in consideration of the foregoing and, provided that the PSB approves the Project consistent with TDI-NE's Petition and this Stipulation, and TDI-NE chooses in its sole discretion to construct and operate the Project, the Parties agree as follows:

1. The Parties agree that, provided TDI-NE fulfills the terms of this Stipulation, the Project will promote the general good and otherwise meet the criteria of section 248(b)(3) and (b)(10), and consequently the Board should approve the Project and issue an Order and Certificate of Public Good ("CPG") in this matter in accordance: (i) with the plans and specifications submitted with TDI-NE's petition; (ii) and with the terms and conditions of this Stipulation.
2. The Parties agree that the Project may have adverse impacts on system stability and reliability (including impacts on GMP's subtransmission system) which have not yet been identified in a System Impact Study ("SIS").
3. The Parties agree to collaborate during the SIS process to facilitate the review of appropriate components of Vermont's subtransmission system in light of the fact that ISO-NE cannot recognize Vermont's lower voltage subtransmission system (69 kV, 46 kV and 34.5 kV) in its real-time monitoring system, and therefore, will not know when a potential adverse impact is threatening Vermont's subtransmission system. The parties further agree that GMP should be involved in the SIS process.

4. TDI-NE shall submit the final SIS and I.3.9 approval in the PSB proceeding as soon as they are individually available. If first available prior to the Board issuing a CPG for this project, then TDI-NE shall file them as evidence in the section 248 proceeding. If the final SIS and I.3.9 approval are not available at such time, TDI-NE and GMP agree that the CPG should include a condition requiring their submission as a post-CPG compliance filing.
5. TDI-NE and GMP will collaborate to design and implement in a timely fashion any mitigation strategies or system upgrades (“SIS Mitigation Measures”) necessary or required to avoid adverse effects on the reliability and stability of the GMP electric system as a result of contingencies identified in the SIS, including the following:
 - a. The SIS Mitigation Measures shall remediate all material adverse reliability and stability issues identified in the final SIS.
 - b. TDI-NE and GMP agree to the timely implementation of the SIS Mitigation Measures.
 - c. TDI-NE and GMP shall design and implement the SIS Mitigation Measures consistent with good utility practice with reference to suitable engineering studies, if appropriate, conducted in accordance with prudent engineering practice.
 - d. After the CPG is issued, TDI-NE shall establish a working group, including GMP and other affected Vernont utilities, to provide a forum for exchanging technical information and addressing construction issues of the Project.
 - e. Within thirty (30) calendar days of the submission by TDI-NE of the final SIS and I.3.9 approval in the PSB proceeding, GMP shall review the final SIS and the specified SIS Mitigation Measures, and shall notify TDI-NE within that 30 day period if GMP identifies system contingencies, system conditions and/or subtransmission facilities that: (a) were not examined or were not adequately examined, in GMP’s judgment in accordance with good utility practice, in the final SIS; and (b) should, in GMP’s judgment in accordance with good utility practice, be considered in a “Supplemental Subtransmission Study.” Such notice from GMP to TDI-NE shall include a proposed scope for the Supplemental Subtransmission Study, if such a study is required.
 - f. If GMP does not provide notice that a Supplemental Subtransmission Study is required, then TDI-NE shall have no further obligations under this Paragraph 5.

- g. If a Supplemental Subtransmission Study is required:
- i. GMP, VELCO (and other Vermont utilities, as appropriate), and TDI-NE will meet within fourteen (14) calendar days of receipt of the proposed scope, and will discuss the details of the Supplemental Subtransmission Study.
 - ii. TDI-NE will, at its sole expense, engage a qualified consultant, mutually agreeable to TDI-NE and GMP, to perform the Supplemental Subtransmission Study, with guidance and input from GMP and TDI-NE.

The Supplemental Subtransmission Study shall (i) be conducted in accordance with the scope agreed to by GMP and TDI-NE and in accordance with good utility practice, (ii) identify any additional adverse impacts on GMP's subtransmission system that were not identified in the final SIS or not adequately addressed in the final SIS in GMP's judgment in accordance with good utility practice and (iii) if such adverse impacts are identified, propose specific additional mitigation strategies for, and/or upgrades to, GMP's subtransmission system (such subtransmission mitigation strategies and subtransmission upgrades being "Supplemental Subtransmission Mitigation Measures") that would mitigate such additional adverse impacts.

TDI-NE and GMP will collaborate to design and scope the Supplemental Subtransmission Study, to review its progress and results at appropriate milestones and, upon its completion, to design and implement timely mitigation strategies or system upgrades ("Supplemental Subtransmission Mitigation Measures") necessary to avoid adverse effects on the GMP electric system identified in the Supplemental Subtransmission Study.

- iii. The qualified consultant shall provide GMP and TDI-NE with a copy of the draft Supplemental Subtransmission Study.
- iv. TDI-NE and GMP will, within fourteen (14) calendar days of receipt of the draft Supplemental Subtransmission Study, provide any comments to the selected consultant on the study or the proposed Supplemental Subtransmission Mitigation Measures.
- v. After receiving comments from GMP and TDI-NE, the selected consultant will prepare and issue the final Supplemental Subtransmission Study.

- vi. If the final Supplemental Subtransmission Study identifies any required Supplemental Subtransmission Mitigation Measures, TDI-NE and GMP will jointly design and implement those measures in the same manner, and subject to the same standards and conditions, as the SIS Mitigation Measures. Such joint design and implementation shall be conducted under a separate agreement between TDI-NE and GMP, if not otherwise set-forth in the Interconnection Agreement (IA) to which GMP is a party.
 - vii. The Supplemental Subtransmission Mitigation Measures shall not employ special protection schemes, network sectionalizing schemes (whether automated or procedural), nor the use of reactor chokes, unless GMP approves their use, and then only in the specific circumstances and locations approved by GMP, such approvals not to be unreasonably withheld or delayed.
6. The Parties acknowledge that separate governmental approval(s) may be required under section 248 or other state or federal regulatory programs for upgrades to subtransmission or transmission systems in Vermont required as a result of the NECPL (whether such upgrades are SIS Mitigation Measures or Supplemental Subtransmission Mitigation Measures). TDI-NE agrees to prepare all necessary application materials on GMP's behalf and subject to GMP approval. GMP agrees to file, and seek approval of all such petitions and applications within a reasonable time period, taking into account TDI-NE's project schedule which shall be provided to GMP by TDI-NE in a timely fashion. TDI-NE shall be responsible for all reasonable costs incurred by GMP for such regulatory proceedings, with periodic invoices to be provided to TDI-NE in a timely fashion. The Parties agree that TDI-NE's pending Petition can be acted upon by the Board, subject to the condition that construction cannot commence until such collateral section 248 approvals for the transmission and subtransmission upgrades are obtained. The Project shall not be commissioned until all SIS Mitigation Measures or Supplemental Subtransmission Mitigation Measures have been implemented at TDI-NE's cost.
7. TDI-NE shall be obligated to pay for all reasonable costs incurred by GMP to implement this Stipulation including but not limited to the costs of the SIS Mitigation Measures, the Supplemental Mitigation Measures, the SIS and SIS Mitigation Process, and the Supplemental Subtransmission Study Process. TDI-NE shall reimburse GMP for any and all costs it reasonably incurs in implementing this Stipulation including the hourly cost of employees, consultants and reasonable expenses.

8. Collaboration between GMP and TDI-NE. TDI-NE and GMP agree to collaborate on developing a future role for GMP in the implementation of the Project's Public Benefit Funds in a manner that dovetails with GMP's innovative programs in the areas of in-state renewable energy and environmental stewardship with respect to water quality. In addition, GMP agrees to serve on the NECPL Renewables Integration Advisory Committee as established under TDI-NE's agreement with CLF:

Renewables Integration. TDI-NE agrees to establish an NECPL Renewables Integration Advisory Committee. TDI-NE, its supplier(s), CLF, developers of renewable energy projects in Vermont and other New England states, RENEW, the Department of Public Service, VELCO and ISO-NE shall each be invited to serve on the Committee. The Committee would meet bi-annually or such other time period as they mutually agree, in order to consult about technical approaches to optimize and maximize the use of the Project for integration of regional renewable power. TDI-NE will use commercially reasonable efforts to implement reasonable recommendations of the Committee, provided TDI-NE is able to do so consistent with its contractual and regulatory obligations.

9. CPG Conditions. The Parties recommend to the Board that any CPG issued for this Project should include the following CPG Conditions:
- a. TDI-NE shall comply with the terms of this Stipulation.
 - b. If the final SIS and I.3.9 approval are not available prior to issuance of the CPG, TDI-NE shall submit the final SIS and I.3.9 approval to the Board for review prior to commencement of construction. In addition, if a Supplemental Subtransmission Study is prepared, TDI-NE shall file the final version of the study with the Board prior to the filing of GMP's 248 petition(s) as set forth in Paragraph 5.
 - c. TDI-NE shall be obligated to pay for all costs reasonably incurred by GMP to implement this Stipulation including but not limited to the costs of the SIS Mitigation Measures, the Supplemental Mitigation Measures, the SIS and SIS Mitigation Process, and the Supplemental Subtransmission Study Process. TDI-NE shall reimburse GMP for any and all costs it reasonably incurs in implementing this MOU including the hourly cost of employees, consultants, and reasonable expenses.
 - d. The Project shall not be commissioned until all SIS Mitigation Measures or Supplemental Subtransmission Mitigation Measures have been implemented at TDI-NE's cost.
 - e. TDI-NE shall, in accordance with good utility practice, cooperate and coordinate with GMP and other affected Vermont electric distribution, transmission and

subtransmission system owners, if any, during pre-construction and construction to mitigate and minimize any adverse impacts to GMP's facilities, customers, employees, and contractors, including but not limited to outages (which shall only be taken as a matter of last resort), facility relocations and impacts to GMP's ability to reliably and safely serve its customers.

- f. Prior to construction of the Project, TDI-NE shall undertake a process with GMP in which they will review on the ground and via detailed Project plans the entire overland Project where it coincides with GMP's facilities. During this process, all areas of potential adverse impacts to GMP's facilities, customers, and ability to reliably and safely serve those customers shall be identified and a mutually agreed upon Work Plan shall be developed by the parties in accordance with good utility practice. The Work Plan shall identify how each and every identified impact will be mitigated or avoided. Such mitigation measures include but are not limited to minimizing to the fullest extent possible outages to GMP customers, ROW acquisition, facility relocations, and alternative construction procedures. All reasonably incurred costs of the process, Work Plan, and mitigation measures shall be paid for by TDI-NE including any reasonably incurred costs for GMP employees, consultants, contractors, and expenses.
- g. TDI-NE shall, in accordance with good utility practice, cooperate and coordinate with GMP and other affected Vermont electric distribution, transmission and subtransmission system owners, if any, to ensure that operation of the Project does not cause adverse impacts to their distribution, transmission and subtransmission systems, *provided, however,* that TDI-NE shall at all times operate the Project in a manner that is consistent with ISO-NE's operating instructions. TDI-NE shall follow good utility practice and dig safe provisions in the maintenance and operation of the Project. Prior to undertaking any maintenance of the Project, TDI shall determine whether GMP facilities or customers may be impacted and provide reasonable advance notice of such maintenance. For any such maintenance, TDI-NE shall work with GMP to develop a mutually agreed upon Maintenance Plan subject to good utility practice to perform such maintenance in a manner that mitigates or avoids impacts to GMP's facilities, customers, or ability to safely and reliably serve such customers. Any and all reasonably incurred costs of such Maintenance Plan and mitigation measures shall be paid by TDI-NE including but not limited to reasonably incurred costs of GMP's employees, contractors, and consultants plus expenses.
- h. If, after construction of the Project, it is determined that there are adverse impacts attributable to the Project to GMP's facilities, customers or ability to safely and reliably serve its customers, that could not have been reasonably foreseen prior to construction, TDI-NE and GMP shall work collaboratively and subject to good utility practice, to mitigate such impacts at TDI-NE's sole expense.

10. Other Provisions

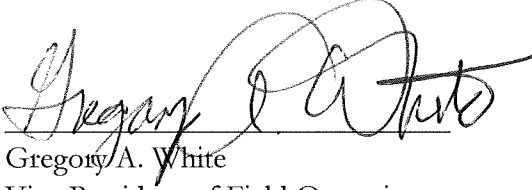
- a. Any disputes arising under this Stipulation shall be resolved by the Board under Vermont Law.
- b. TDI-NE shall file supplemental testimony and exhibits that memorialize, as necessary, the conditions of this Stipulation.
- c. GMP will support issuance of a CPG by the Board and will not take actions during the section 248 proceeding to oppose the Project or otherwise undermine this Stipulation, provided that the terms of this Stipulation have been satisfied.
- d. The Parties agree that any action, whether formal or informal, that each may elect to take before any other federal, state, or municipal regulatory entity concerning the Project shall be consistent with this Stipulation.
- e. This Stipulation represents the entire Stipulation between the Parties with respect to the Project. It may be modified only upon mutual written Stipulation by the Parties and is subject to any necessary Board approvals.
- f. Other than as may be specifically provided herein, this Stipulation shall not constitute an admission of any fact or law by any Party concerning the Project or any impacts related to the Project. This Stipulation shall not be construed as having precedential impact in any future section 248 proceeding concerning the Project, except as necessary to implement this Stipulation or to enforce an order of the Board resulting from this Stipulation.
- g. This Stipulation should not be construed by any party or tribunal as having precedential or any other impact on any other proceeding involving a different project, different subject matter, or other parties. With respect to such proceedings, the Parties reserve the right to advocate positions that differ from those set forth in this Stipulation.
- h. This Stipulation pertains only to the Project as it is presently proposed at the time the Agreement is executed. Prior to CPG approval, if TDI-NE makes any changes to the Project that could materially impact any of GMP's rights or interests hereunder, TDI-NE and GMP shall negotiate in good faith to amend the Stipulation as necessary. TDI-NE and GMP acknowledge that should they fail to reach agreement to amend the Stipulation, each may present its position to the Board concerning such Project changes, provided each party otherwise acts consistently with this Stipulation.

- i. This Stipulation is expressly conditioned upon the Board's acceptance of all of its provisions, without material change or condition. If the Board does not accept the Stipulation in all material respects, the Stipulation shall, at the option of either party, be deemed to be null and void and without effect and shall not constitute any part of the record in this proceeding and shall not be used for any other purpose. In the event the Board makes such material modification or change and as a result TDI-NE or GMP exercises its option to void the Stipulation, each party shall be placed in the position that it enjoyed in this proceeding before entering into the Stipulation. Exercise of the option to terminate this Stipulation shall be by written notice delivered to the Board and the non-exercising party no later than ten days after issuance of a Board Order triggering the option.

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DATED this 17th day of July, 2015


By: _____
Donald Jessome
General Manager
Champlain VT, LLC d/b/a TDI-New England

By: 

Gregory A. White
Vice President of Field Operations
Green Mountain Power Corporation

DATED this 17th day of July, 2015

By:



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General Manager
Champlain VT, LLC d/b/a TDI-New England

By:

Gregory A. White
Vice President of Operations
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