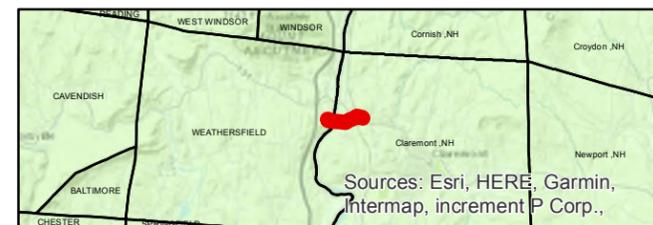


- Existing VELCO Transmission Line
- Proposed Fiber Along Ex. K149 Line
- Existing VELCO Structures
- ▲ Existing GMP Substation
- Existing GMP Pole
- Existing GMP Sub-Transmission Line
- ⋯ Edge of ROW
- Stream
- Surface Water
- Roads
- State Line
- Parcel Boundaries

# K149 Fiber Project Mapping

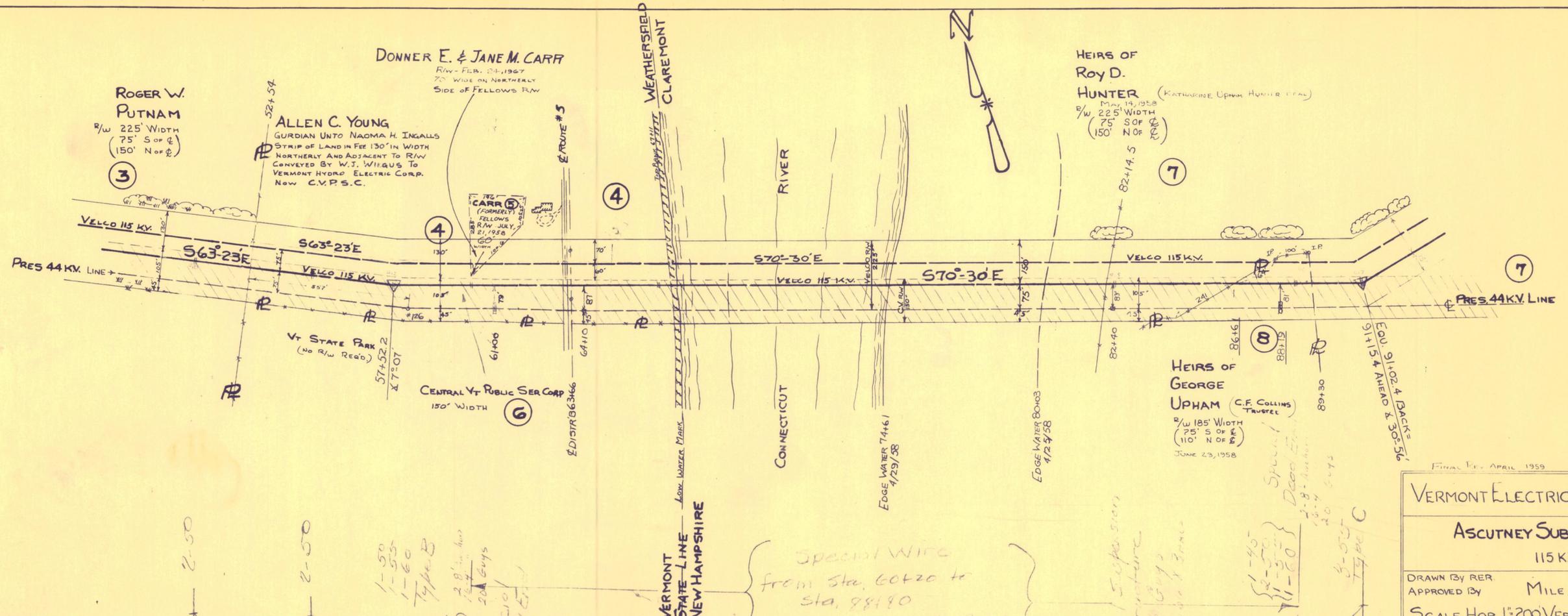
Weathersfield, Vermont to  
Claremont, New Hampshire

PROPRIETARY  
This document is the property of  
Vermont Electric Power Company, Inc.  
and contains proprietary and confidential information  
which must not be duplicated, used or disclosed other  
than as expressly authorized by  
Vermont Electric Power Company, Inc.  
3/19/2019

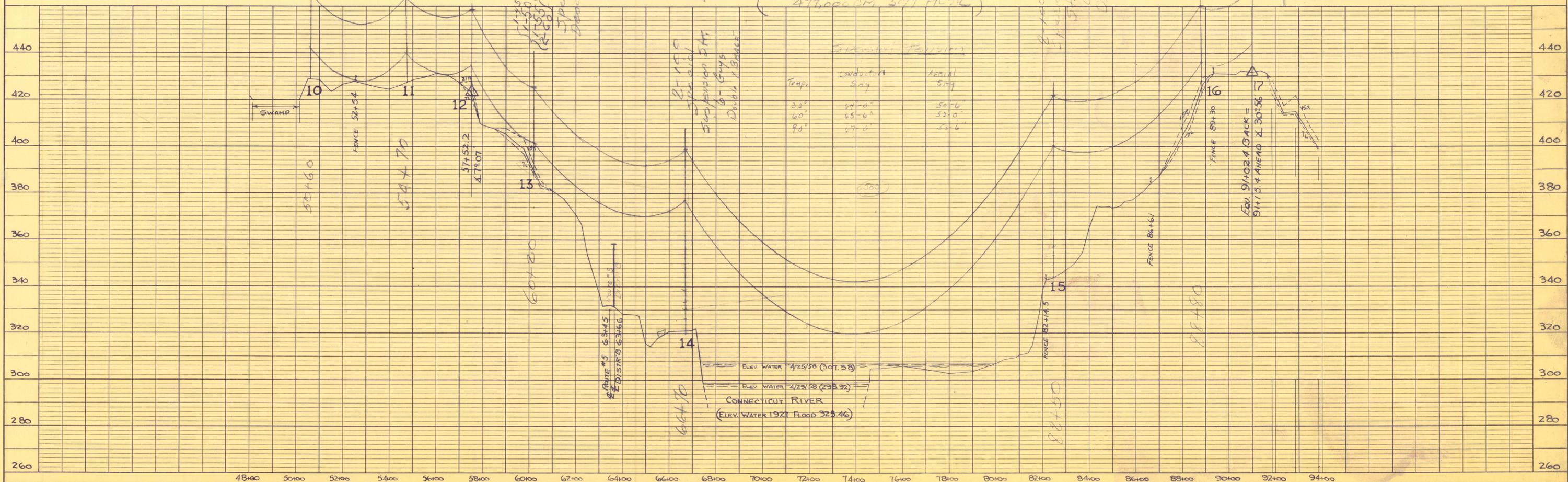


PLAN  
SURVEYED  
PLOTTED  
ALIGNMENT CHECKED  
NOTE BOOK  
RT. OF WAY CHECKED  
NO.

PROFILE  
SURVEYED  
PLOTTED  
GRADES CHECKED  
NOTE BOOK  
B.M. NOTED  
STANDARD NOTATIONS CHECKED  
NO.



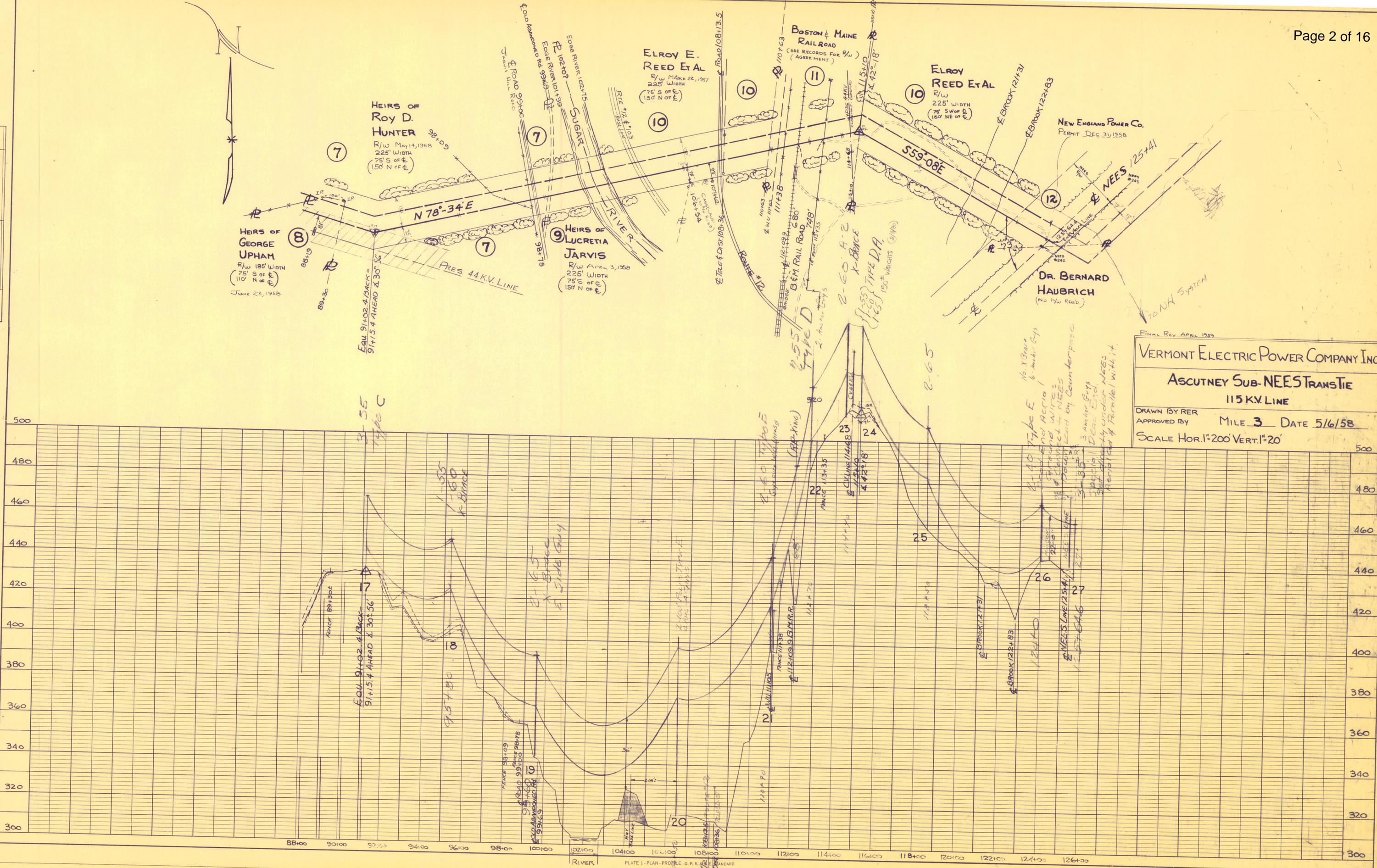
VERMONT ELECTRIC POWER COMPANY INC.  
ASCUTNEY SUB-N.E.E.S. TRAN. TIE  
115 KV. LINE  
DRAWN BY RER  
APPROVED BY MILE 2 DATE 4-30-58  
SCALE HOR. 1"=200' VERT. 1"=20'



8250  
6670  
1580

PLAN	SURVEYED	BY	DATE
	PLOTTED		
	NOTE BOOK		
	NO.		
	RT. OF WAY CHECKED		

PROFILE	SURVEYED	BY	DATE
	NOTED		
	NOTE BOOK		
	NO.		
	STRUCTURE NOTATIONS CHAD.		



FINAL REV. APRIL 1959

**VERMONT ELECTRIC POWER COMPANY INC.**

**ASCUTNEY SUB-NEESTRANSIE**

**115 KV. LINE**

DRAWN BY RER

APPROVED BY MILE 3 DATE 5/6/58

SCALE HOR. 1"=200' VERT. 1"=20'

VE-50D P. O. #624-3-1-500

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KATHARINE UPHAM HUNTER, DUNCAN UPHAM HUNTER and MARY H. HUNTER, husband and wife and DENEALE HUNTER and LILLIAN M. HUNTER, husband and wife, of Claremont in the County of Sullivan and State of New Hampshire (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the VERMONT ELECTRIC POWER COMPANY, INC. (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its office and principal place of business in the City of Rutland, in the County of Rutland and State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, the perpetual right and easement to construct, inspect, operate, maintain, reconstruct, relocate and remove lines of poles or towers or both (which may be erected at different times) with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including buried ground wires or cables, under, over and upon a strip of land owned by US in the County of Sullivan and State of New Hampshire bounded and described as follows:

Being a strip of land 225 feet in width, or such portion thereof as may be required, being shown colored in green on a plan attached hereto and made a part hereof,

side of tower line extending from

being more particularly described as follows:

LOCATION #1

Beginning at a point on the easterly edge of the Connecticut River, which is the supposed westerly property line of lands of the Grantor; thence running about South 71° East across lands of the Grantor for a distance of 1950 feet, more or less, to a point on the property division line between lands of the Grantor on the north and lands now or formerly of the Trust Estate of George Baxter Upham and Cornelia P. Upham on the south, said point being located about 164 feet south-westerly of an iron pipe driven in the ground which supposedly marks a corner of said lands of Upham Trust Estate, said iron pipe being located about 100 feet westerly of another iron pipe driven in the ground which supposedly marks a northeast corner of lands of the said Upham Trust Estate.

LOCATION #2

Beginning at a point on the property division line between lands now or formerly of the Trust Estate of George Baxter Upham and Cornelia P. Upham on the west and lands of the Grantor on the east, said point being located about 105 feet southerly of an iron pipe driven in the ground which is located at the supposed northeast corner of lands of said Upham Trust Estate, being the second iron pipe mentioned above in Location #1; thence running about South 71° East across lands of the Grantor for a distance of 172 feet, more or less, to an angle point; thence running North 79° East across lands of the Grantor for a distance of 867 feet, more or less, crossing the Jarvis Hill Road, so-called, to a point on the center line of the old Jarvis Hill Road which is the supposed property division line between lands of the Grantor on the west and lands now or formerly of Phillips F. Jarvis et al on the east.

THE GRANTOR, heirs, executors, administrators and assigns, hereby covenants that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of the Grantee, its successors and assigns, might interfere with the exercise of the rights herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof; and also WE the said Grantors do for OURSELVES and OUR heirs, executors and administrators covenant with the said Grantee, its successors and assigns that at and until the sealing of these presents we are well seized of said premises as a good indefeasible estate in fee simple, and have good right to sell and convey the rights and easements aforesaid in manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore WE the said Grantors bind OURSELVES and OUR heirs forever to warrant and defend the same to the said Grantee and its successors and assigns forever against all claims and demands whatsoever, except said right of way and easement is subject to a certain right of way given by Roy D. Hunter and K. Upham Hunter to Vermont Hydro-Electric Corporation (a predecessor to the Central Vermont Public Service Corporation) dated February 4, 1928 and recorded in Sullivan County Land Records in Book 230 at Page 80.

**REGISTRY OF DEEDS  
SULLIVAN COUNTY  
RECEIVED**

**JUL - 1 1958**

**NEWTON, N. H.**

Book \_\_\_\_\_ Page \_\_\_\_\_

Examined \_\_\_\_\_

Register \_\_\_\_\_

VE-50D P. O. #624-3-1-500

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KATHARINE UPHAM HUNTER, DUNCAN UPHAM HUNTER and MARY H. HUNTER, husband and wife and DENEALE HUNTER and LILLIAN M. HUNTER, husband and wife, of Claremont in the County of Sullivan and State of New Hampshire (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the VERMONT ELECTRIC POWER COMPANY, INC. (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its off-

~~The exact location of said strip was as recorded by the County of Sullivan and State of New Hampshire.~~

Title to the foregoing lands and premises was acquired by a warranty deed from H. H. Merritt to Roy D. Hunter dated October 1, 1913 and recorded in Book 182 at Page 724 of the Sullivan County Land Records.

Together with the right, within said strip, to cut down, remove and keep cleared by such means as Grantee deems desirable, at any and all times such trees, underbrush, and vegetation as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.

Together, also, with the right to enter upon and cross other property owned by the Grantor, for the purpose of gaining access to the aforesaid strip and of exercising any of the rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the Grantor caused by the Grantee shall be borne by the Grantee.

RESERVING, NEVERTHELESS, unto the Grantors, their heirs, executors, administrators and assigns the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.

The Grantors for themselves, their heirs, executors, administrators and assigns, hereby covenants that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of the Grantee, its successors and assigns, might interfere with the exercise of the rights herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof; and also we the said Grantors do for ourselves and our heirs, executors and administrators covenant with the said Grantee, its successors and assigns that at and until the ensealing of these presents we are well seized of said premises as a good indefeasible estate in fee simple, and have good right to sell and convey the rights and easements aforesaid in manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore we the said Grantors bind ourselves and our heirs forever to warrant and defend the same to the said Grantee and its successors and assigns forever against all claims and demands whatsoever, except said right of way and easement is subject to a certain right of way given by Roy D. Hunter and K. Upham Hunter to Vermont Hydro-Electric Corporation (a predecessor to the Central Vermont Public Service Corporation) dated February 4, 1928 and recorded in Sullivan County Land Records in Book 230 at Page 80.

~~PROVIDED, IN WITNESS WHEREOF, THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 14TH DAY OF MAY, 1958.~~

IN WITNESS WHEREOF We have hereunto set our hands and seals this 14th day of May A. D., 1958.

Signed, Sealed and Delivered  
In Presence of:

*John C. Fairbanks*  
to all five

*Katharine Upham Hunter*  
*Duncan Upham Hunter*  
*Mary H. Hunter*  
*Deneale Hunter*  
*Lillian M. Hunter*

STATE OF NEW HAMPSHIRE }  
COUNTY OF SULLIVAN } ss.

BE IT REMEMBERED, that on the 14th day of May A. D. 1958 personally appeared Katharine Upham Hunter, Duncan Upham Hunter & Mary H. Hunter, Deneale Hunter & Lillian M. Hunter signers and sealers of the foregoing written instrument and acknowledged the same to be their free act and deed.

Before me, *John C. Fairbanks*  
NOTARY PUBLIC  
My Commission Expires April 29, 1960 Notary Public



SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT PART OF ABOVE CONVEYANCE.

Clerk's Office

Received for Record

7-5 BACK OF PLAN A. D., 19

at o'clock minutes M. and recorded

in Book Page of Land Records.

W. O. No. 154

Attest: Clerk.

Susp. No.

Recorder's fee \$

REGISTRY OF DEEDS  
SULLIVAN COUNTY  
RECEIVED

JUL -1 1958

~~9:00 A.M.~~  
~~NEWPORT, N.H.~~

Recorded in Vol. 395, Page 357.

Examined

*John A. Quinn* Register



VE-50D P. O. #624-3-1-500

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, C. E. COLLINS, Trustee under the deed of Trust dated 3/7/24 created by George Baxter Upham and Cornelia P. Upham of Boston in the County of Suffolk and State of Massachusetts (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the VERMONT ELECTRIC POWER COMPANY, INC. (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its office and principal place of business in the City of Rutland, in the County of Rutland and State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, the perpetual right and easement to construct, inspect, operate, maintain, reconstruct, relocate and remove lines of poles or towers or both (which may be erected at different times) with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including buried ground wires or cables, under, over and upon a strip of land ~~located~~ in ~~the~~ City of Claremont ~~in the~~ County of Sullivan ~~and State of Vermont~~ ~~located~~ and described as follows:

that part of the Grantor's lands included within Being a strip of land 185 feet in width, or such portion thereof as may be required, said strip to be 110 feet wide on the northerly side and 75 feet wide on the southerly side of a survey line, extending ~~from~~ across lands of the ~~Grantor~~ Grantor.

~~The~~ said survey line being more particularly described as follows:

Beginning at a point in the property division line between lands now or formerly of the Heirs of Roy D. Hunter on the north and lands of the Grantor on the south, said point being located about 164 feet southwesterly of an iron pipe driven in the ground in said property division line, said iron pipe located about 100 feet westerly of another iron pipe driven in the ground and which supposedly marks a northeast corner of lands of the Grantor; thence running about South 70 East across lands of the Grantor for a distance of 269 feet, more or less, to a point in the property division line between lands of the Grantor on the west and lands of the said Heirs of Roy D. Hunter on the east, said strip being shown colored in red on a print of a plan entitled, "Right of Way for Electric Lines across Lands of Trust Estate of George Baxter Upham & Cornelia P. Upham, Claremont, New Hampshire", dated 5-26-58, a print of which is attached hereto and made a part hereof.

~~The exact location of said survey line is not selected by the Grantor and is for his use only.~~

~~There is no objection made or promised by the Grantor.~~

Together with the right, within said strip, to cut down, remove and keep cleared by such means as Grantee deems desirable, at any and all times such trees, underbrush, and vegetation as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.

Together, also, with the right to enter upon and cross other property owned by the Grantor, for the purpose of gaining access to the aforesaid strip and of exercising any of the rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the Grantor caused by the Grantee shall be borne by the Grantee.

RESERVING, NEVERTHELESS, unto the Grantor, his successors and assigns the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.

The Grantor for himself, his successors and assigns, hereby covenants that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of the Grantee, its successors and assigns, might interfere with the exercise of the rights herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof; and also I, the said Grantor do for myself

and my successors and assigns covenant with the said Grantee, its successors and assigns that at and until the ensembling of these presents I am well seized of said premises as a good indefeasible estate in fee simple, and have good right to sell and convey the rights and easements afore-

said in manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore I, the said Grantor bind myself and my successors and assigns

forever to warrant and defend the same to the said Grantee and its successors and assigns forever against all claims and demands whatsoever of all persons claiming by, through or under me but against none other

The right of way and easement herein granted is subject to a certain right of way granted by Olaf Olsen, Trustee, to Vermont Hydro-Electric Corp., a predecessor of Central Vermont Public Service Corporation by easement deed dated March 9, 1928, recorded in the Sullivan County, New Hampshire Records on March 17, 1928 in Vol. 230 at Page 108 and on April 20, 1928 in Vol. 230 at Page 159.

Handwritten initials or signature.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of June A. D., 1958

Signed, Sealed and Delivered In Presence of:

Edward H. ... W. A. ...

Trustee under the deed of Trust, dated 3/7/24 created by George Baxter Upham and Cornelia P. Upham

STATE OF MASSACHUSETTS COUNTY OF SUFFOLK ss.

BE IT REMEMBERED, that on the 23rd day of June A. D. 1958 personally appeared C. F. Collins, Trustee his free act and deed as said Trustee.

Before me,

Winifred B. Doherty Notary Public My Commission Expires September 1, 1962

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT PART OF ABOVE CONVEYANCE.

Clerk's Office

Received for Record

SEE BACK OF PLAN

A. D., 19...

at ... o'clock ... minutes ... M. and recorded

in Book ... Page ... of Land Records.

W. O. No. 154

Attest: ... Clerk.

Susp. No. ...

Recorder's fee \$...

**REGISTRY OF DEEDS  
SULLIVAN COUNTY  
RECEIVED**

**JUL - 1 1958**

**9:08 A.M.  
NEW YORK, N.Y.**

Recorded in Vol. 395, Page 365.

Examined

*John A. Estman* Register

VE-50D P. O. #624-3-1-500

THAT WE, PHILLIPS F. JARVIS of Los Angeles, County of Los Angeles, State of California, WILLIAM R. JARVIS and SYDNEY WALKER JARVIS, husband and wife, SYDNEY JARVIS, ~~NATALIE~~ NATALIE JARVIS, BARBARA JARVIS and MEGGAN JARVIS, all minor children of said William R. Jarvis and Sydney Walker Jarvis, of ~~Claremont~~ Claremont in the County of ~~Sullivan~~ Sullivan and State of ~~Vermont~~ New Hampshire (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the VERMONT ELECTRIC POWER COMPANY, INC. (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its office and principal place of business in the City of Rutland, in the County of Rutland and State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, the perpetual right and easement to construct, inspect, operate, maintain, reconstruct, relocate and remove lines of poles or towers or both (which may be erected at different times) with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including buried ground wires or cables, under, over and upon a strip of land owned by ~~US~~ US in the ~~City of Claremont~~ City of Claremont in the County of ~~Sullivan~~ Sullivan and State of ~~Vermont~~ Vermont bounded and described as follows:

Being a strip of land 225 feet in width, or such portion thereof as may be required, said strip to be 75 feet wide on the southerly side and 150 feet wide on the northerly side of a survey line, extending from our westerly property line to our easterly property line; said survey line being more particularly described as follows:

Beginning at a point on the center line of an old abandoned road known as the old Jarvis Hill Road; thence running about North 79° East across lands of the Grantor for a distance of 170 feet, more or less, to a point on the westerly bank of the Sugar River, so-called; thence continuing on the same course across said river, said center line being further identified by a line of wooden stakes driven in the ground.

~~THE LOCATION OF SAID STRIP IS SHOWN ON THE PLAN ATTACHED TO THIS DEED.~~

Title to the foregoing lands and premises was acquired by deed of John E. Allen and Amy A. Allen to William R. Jarvis, Phillips F. Jarvis and Russell Jarvis dated October 16, 1930, recorded in Book 239 at Page 177 of the Sullivan County Land Records.

Together with the right, within said strip, to cut down, remove and keep cleared by such means as Grantee deems desirable, at any and all times such trees, underbrush, and vegetation as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.

Together, also, with the right to enter upon and cross other property owned by the Grantor, for the purpose of gaining access to the aforesaid strip and of exercising any of the rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the Grantor caused by the Grantee shall be borne by the Grantee.

RESERVING, NEVERTHELESS, unto the Grantors, ~~theirs~~ their, executors, administrators and assigns the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.

The Grantors for themselves, their heirs, executors, administrators and assigns, hereby covenants that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of the Grantee, its successors and assigns, might interfere with the exercise of the rights herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof; and also WE the said Grantors do for ourselves and OUR heirs, executors and administrators covenant with the said Grantee, its successors and assigns that at and until the ensembling of these presents WE are well seized of said premises as a good indefeasible estate in fee simple, and have good right to sell and convey the rights and easements aforesaid in manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore WE the said Grantors bind ourselves and OUR heirs forever to warrant and defend the same to the said Grantee and its successors and assigns forever against all claims and demands whatsoever, ~~EXCEPT~~

PROVIDED, NEVERTHELESS, that if the said Grantee, its successors or assigns shall fail to pay or cause to be paid to the said Grantor S, their heirs, executors, administrators or assigns, the sum of Seventy-five (\$75.00) Dollars on or before twelve months from the date hereof, then this conveyance to be null, void and of no effect whatsoever, otherwise to be and remain in full force and virtue.

WILLIAM R. JARVIS is hereby authorized and empowered to discharge of record the foregoing conditions.

IN WITNESS WHEREOF We have hereunto set our hands and seals this 3rd day of April A. D., 1958.

Signed, Sealed and Delivered In Presence of:

M. Ellen Breed  
Sydney Walker Jarvis  
M. Ellen Breed  
M. Ellen Breed

William R. Jarvis  
Phillips F. Jarvis  
Sydney Walker Jarvis  
William R. Jarvis  
Guardian of his minor children

MY COMMISSION EXPIRES FEBRUARY 28, 1961

STATE OF NEW HAMPSHIRE  
COUNTY OF SULLIVAN

BE IT REMEMBERED, that on the 3rd day of April A. D. 1958 personally appeared William R. Jarvis, for himself and as guardian of his minor children, and Sydney Walker Jarvis signs and seals of the foregoing written instrument and acknowledged the same to be their free act and deed.

Before me, M. Ellen Breed Notary Public

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BE IT REMEMBERED, that on the 8th day of April A. D. 1958 personally appeared Phillips F. Jarvis his signer and sealer of the foregoing written instrument and acknowledged the same to be his free act and deed.

Before me, Mae Breeden Notary Public My Commission Expires August 13, 1961

I hereby certify that the payment set forth in the foregoing Condition has been made in full and that said Condition is hereby discharged.

Dated the 27th day of MAY A. D. 1958.

In Presence of: M. A. Childs

William R. Jarvis L. S.

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT PART OF ABOVE CONVEYANCE.

Received for Record Clerk's Office  
MAY 27 1958  
at o'clock minutes M. and recorded  
in Book Page of Land Records.

W. O. No. 154

REGISTRY OF DEEDS  
SULLIVAN COUNTY  
RECEIVED

JUL -1 1958

9:02 A.M.  
NEWPORT, N. H.

Recorded in Vol. 395, Page 359.

Examined

*J. A. Eastman* Register  
4 20

VE-50D P. O. #624-3-1-500

KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, ELROY E. REED, BERNICE E. REED, WALLACE L. REED and FAITH REED

of Claremont in the County of Sullivan and State of New Hampshire (hereinafter called the Grantor), for and in consideration of the sum of One Dollar and other valuable consideration paid by the VERMONT ELECTRIC POWER COMPANY, INC. (hereinafter called the Grantee), a corporation duly authorized and existing according to law with its office and principal place of business in the City of Rutland, in the County of Rutland and State of Vermont, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, the perpetual right and easement to construct, inspect, operate, maintain, reconstruct, relocate and remove lines of poles or towers or both (which may be erected at different times) with wires and/or cables thereon for the transmission of electricity and the transmission of intelligence by electricity and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances, including buried ground wires or cables, under, over and upon a strip of land owned by us in the City of Claremont in the County of Sullivan and State of New Hampshire bounded and described as follows:

Being a strip of land 225 feet in width, or such portion thereof as may be required, said strip to be 150 feet wide on the northerly side and 75 feet wide on the southerly side of a survey line, extending from our westerly property line to our southerly property line; said survey line being more particularly described as follows:

Beginning at a point on the easterly bank of the Sugar River, so-called; thence running about South 79° East across lands of the Grantor, passing through a point about 75 feet northerly of an iron pipe driven in the ground, said iron pipe marking a northwesterly corner of lands now or formerly of Gladys Cassevaugh and continuing on the same course, crossing New Hampshire State Highway Route #12 and lands now or formerly of The Sullivan County Railroad (B. & M. R.R.) for a distance of 1235 feet, more or less, to an angle point; thence running about South 59° East across lands of the Grantor for a distance of 1031 feet, more or less, to a point on the center line of the Bellows Falls Hydro-Electric Corporation's present electric transmission line, said point being located about 49 feet northeasterly of the property division line between lands of the Grantor and lands now or formerly of Bernard P. Haubrich, as measured along the center line of said transmission line; thence continuing on the same course to the southerly line of lands of the Grantor.

F.R. 5-27-58

~~This was the description of the land in the deed to the Grantors for the strip of land conveyed to the Grantee.~~

Title to the foregoing lands and premises was acquired by a warranty deed from Myrle E. and Geneva C. Reed to Elroy E., Bernice E., Wallace L. and Faith Reed dated April 19, 1949 and recorded in Book 329 at Page 339-343 of the Sullivan County Land Records.

Together with the right, within said strip, to cut down, remove and keep cleared by such means as Grantee deems desirable, at any and all times such trees, underbrush, and vegetation as in the judgment of the Grantee may interfere with or endanger the efficient operation and use of said lines or any of their appurtenances when erected.

Together, also, with the right to enter upon and cross other property owned by the Grantor, for the purpose of gaining access to the aforesaid strip and of exercising any of the rights hereby conveyed; provided, however that said right must be exercised in a careful manner and any damage to the property of the Grantor caused by the Grantee shall be borne by the Grantee.

RESERVING, NEVERTHELESS, unto the Grantors, their heirs, executors, administrators and assigns the right to cross and recross said strip at such places as may be necessary in using the lands adjacent to said strip, provided such crossing and recrossing shall not interfere with the rights herein granted.

The Grantors for themselves, their heirs, executors, administrators and assigns, hereby covenants that no building or any other structure will be erected or placed within the limits of or upon said strip which, in the judgment of the Grantee, its successors and assigns, might interfere with the exercise of the rights herein granted.

TO HAVE AND TO HOLD the above granted rights and easements, with all privileges and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever, to it and their own proper use, benefit and behoof; and also, WE, the said Grantors do for OURSELVES and OUR heirs, executors and administrators covenant with the said Grantee, its successors and assigns that at and until the encasing of these presents WE ARE well seized of said premises as a good indefeasible estate in fee simple, and have good right to sell and convey the rights and easements aforesaid in manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore, WE, the said Grantors bind ourselves and OUR heirs forever to warrant and defend the same to the said Grantee and its successors and assigns forever against all claims and demands whatsoever, except a mortgage to Myrle E. and Geneva C. Reed dated April 19, 1949, recorded in Book 329 at Pages 343-347 of the Sullivan County Land Records.

This right of way and easement is subject to a certain right of way granted by Stephen R. Breck (a predecessor of the Grantor) to Vt. Hydro-Electric Corporation (a predecessor to Central Vermont Public Service Corporation) dated October 4, 1929, recorded in the Sullivan County Land Records in Book 234 at Page 50.

Also, this right of way and easement is subject to a certain right of way granted by Myrle E. Reed (a predecessor of the Grantor) to Bellows Falls Hydro-Electric Corporation dated July 10, 1947 and recorded in the Sullivan County Land Records in Book 313 at Page 156.

PROVIDED, NEVERTHELESS, that if the said Grantee, its successors or assigns shall fail to pay or cause to be paid to the said Grantors <sup>E. R.</sup> ~~THEIR~~ heirs, executors, administrators or assigns, the sum of FIVE HUNDRED <sup>TWENTY-FOUR</sup> Dollars on or before ~~the~~ <sup>the</sup> ~~22~~ <sup>22<sup>ND</sup></sup> months from the date hereof, then this conveyance to be null, void and of no effect whatsoever, otherwise to be and remain in full force and virtue.

EITHER GRANTOR is hereby authorized and empowered to discharge of record the foregoing conditions.

IN WITNESS WHEREOF WE have hereunto set OUR hands and seals this 22<sup>ND</sup> day of MARSH A. D., 1957.

Signed, Sealed and Delivered  
In Presence of:

M. A. Childs AS TO BOTH }  
M. A. Childs AS TO BOTH }

{ Eloy E. Reed  
Bernice Reed  
{ Wallace L. Reed  
Faith M. Reed

STATE OF NEW HAMPSHIRE } ss.  
COUNTY OF SULLIVAN }

BE IT REMEMBERED, that on the 22<sup>ND</sup> day of MARSH A. D. 1957 personally appeared ELOY E. REED, BERNICE REED, WALLACE L. REED AND FAITH M. REED signers and sealers of the foregoing written instrument and acknowledged the same to be THEIR free act and deed.



Before me,  
Aimee J. Langerin  
Notary Public

We hereby certify that the payment set forth in the foregoing Condition has been made in full and that said Condition is hereby discharged.

Dated the 22<sup>TH</sup> day of MAY A. D. 1958

In Presence of:  
M. A. Childs } Eloy E. Reed L. S.  
Wallace L. Reed L. S.

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT PART OF ABOVE CONVEYANCE.

..... Clerk's Office  
Received for Record  
SEE OVER A. D., 19.....  
at..... o'clock..... minutes..... M. and recorded  
in Book..... Page..... of Land Records.  
Attest:.....  
Clerk.  
Recorder's fees.....

W. O. No. ....  
Susp. No. 142-1770

REGISTRY OF DEEDS  
SULLIVAN COUNTY  
RECEIVED

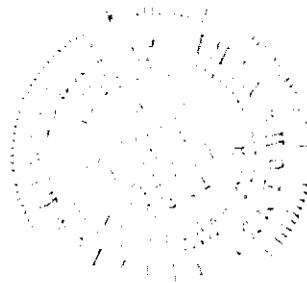
JUL -1 1958

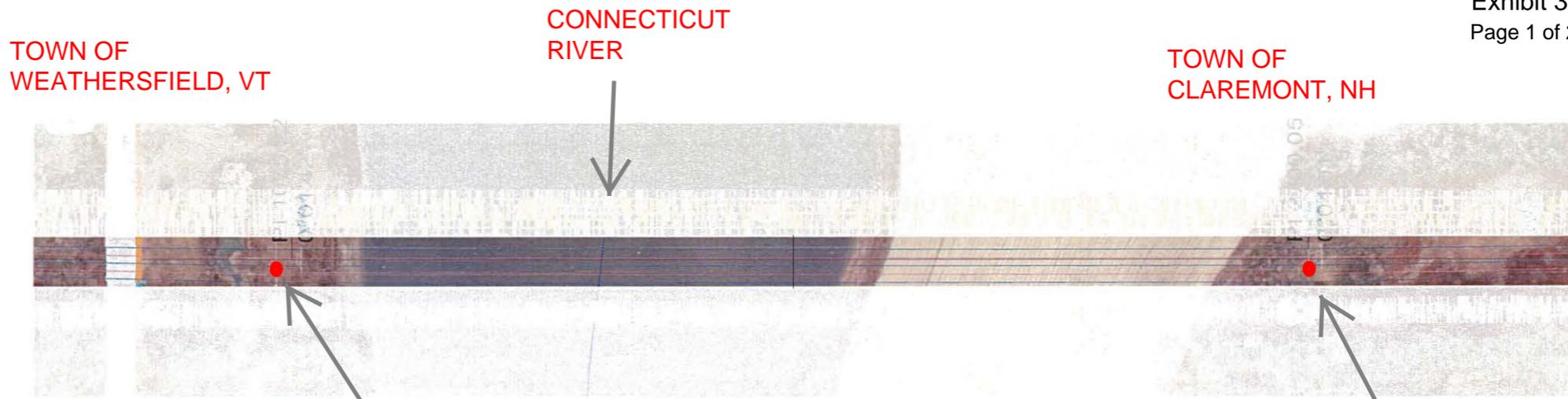
9:04 A.M.  
NEWPORT, N. H.

Recorded in Vol., 395, Page 361.

Examined

*John A. Eastman* Register  
4.35





325.0 ft. Horiz. Scale  
50.0 ft. Vert. Scale

K149  
14

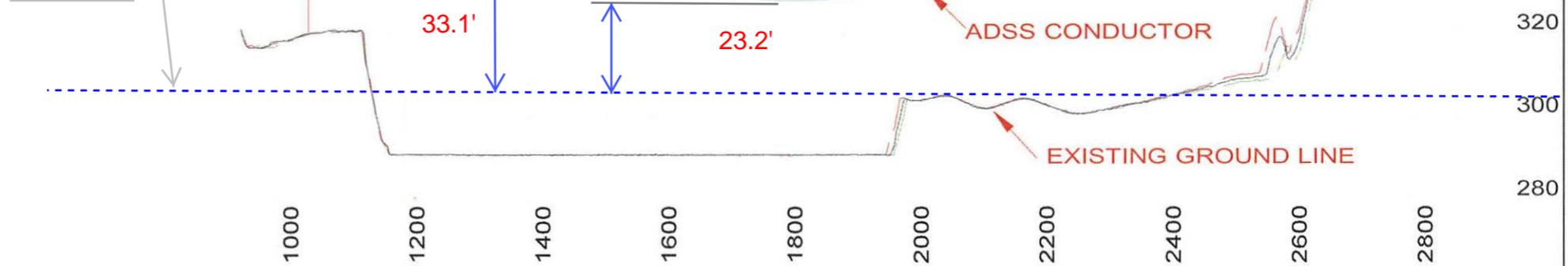
K149  
15

General Crossing Details

115kV wire elev. low point, pre-Str. 14 & 15 replacement: 329.9'  
Fiber cable (no voltage) elev. low point, proposed design: 330.8'  
Crossing design *increases* clearance over water by approx. 1 ft.

Crossing Design Info Shown Here  
for Permitting Uses/BMc 5-21-19  
OHW Elev. per VELCO Env. Dept.

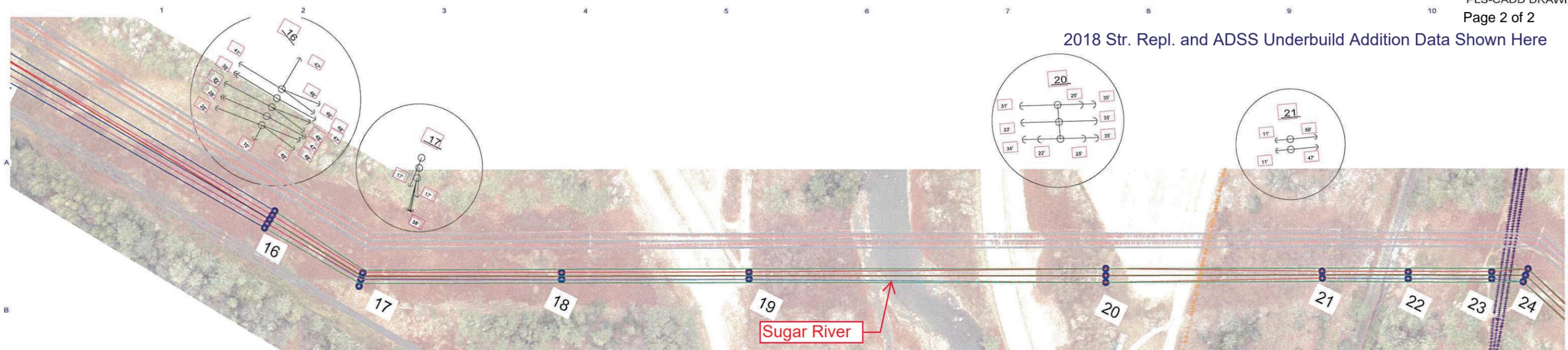
O.H.W @  
305' FT



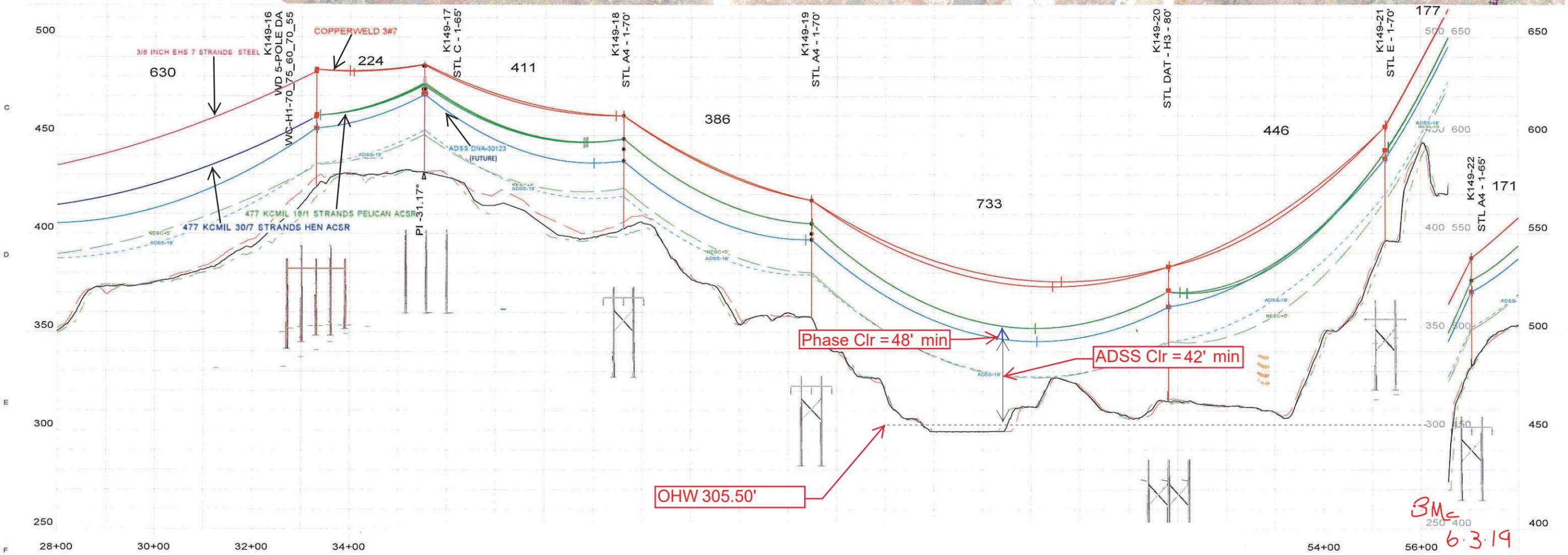
REV	DATE	DR	CK	DESCRIPTION
<p><b>VELCO</b> VERMONT ELECTRIC POWER CO., INC. RUTLAND, VERMONT ADSS FIBER PROJECT</p>				
<p><b>CONNECTICUT RIVER CROSSING K149 LINE, STRUCTURE 14-15</b></p>				
SCALE:		DRAWN BY:		APPROVED BY:
DATE:		CHECKED		DATE
DRAWING NUMBER:				2
PLOT: 1=1				REV.

FILE: WATER CROSSINGS.DWG

2018 Str. Repl. and ADSS Underbuild Addition Data Shown Here



Sugar River



Phase Clr = 48' min

ADSS Clr = 42' min

OHW 305.50'

3M  
6.3.19

100.0 FT. HORIZ. SCALE

25.0 FT. VERT. SCALE



<b>VELCO</b>	VERMONT ELECTRIC POWER CO. INC.
	RUTLAND, VERMONT ASCUTNEY TO NEES
K149	
Crossing Design Info Shown Here for Permitting Uses/BMc 5-21-19 OHW Elev. per VELCO Env. Dept.	

# National Flood Hazard Layer FIRMette



43°23'51.35"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/23/2019 at 9:36:12 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed April, 2019.



43°23'25.20"N

72°23'42.62"W

72°24'20.08"W

# National Flood Hazard Layer FIRMette



43°23'51.23"N



USGS The National Map: Orthoimagery. Data refreshed April, 2019.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

43°23'25.09"N

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature

MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/23/2019 at 8:55:31 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

72°23'46.45"W

72°23'46.45"W



K149 Fiber Project  
 100 Year Flood and Ordinary High Water (OHW) Elevations  
 Sugar River Crossing

	Elevation(ft.)	Clearance Above OHW	Clearance Above 100 Year Flood
OHW at Line Crossing	305.5	~	~
100 Year Flood Elevation	319.9	~	~
Proposed New Fiber Line	347.7	42.2	27.8
115kV Elevation	352.6	47.1	32.7

Connecticut River Crossing

	Elevation(ft.)	Clearance Above OHW	Clearance Above 100 Year Flood
OHW at Line Crossing	305.0	~	~
100 Year Flood Elevation	319.4	~	~
Proposed New Fiber Line	328.2	23.2	8.8
115kV Elevation	338.1	33.1	18.7

**K149 Fiber Project**  
 Low Steel Ordinary High Water (OHW) Elevations  
 Connecticut River Crossing

	<u>A</u> <b>NH Route 12 Bridge</b> (Used for Calculation)	<u>B</u> <b>NH Route 11 Bridge</b> (Reference Only)	<u>C</u> <b>Railroad Bridge</b> (Reference Only)	<u>D</u> <b>Cornish-Windsor Covered Bridge</b> (Reference Only)
Low Steel, Concrete, or Wood (ft.)	324.1	316.4	332.8	324.2
Ordinary High Water (OHW) Elevation (ft.)	305.5	292.7	307.8	307.9
Low Steel, Concrete, or Wood Measurement Above OHW (ft.)	18.6	23.7	25.0	16.3
Fiber Height Requirement (ft.) per 30 CFR 322.5	28.6	33.7	35.0	26.3
115kV Height Requirement (ft.) per 30 CFR 322.5	38.6	43.7	45.0	36.3
Minimum Fiber Elevation	333.6	338.7	340.0	331.3
Minimum 115kV Elevation	343.6	348.7	350.0	341.3

	Elevation(ft.)	Variance from 30 CFR 322.5 Clearance			
OHW at Line Crossing	305.0				
Proposed New Fiber Line	328.2	-5.4	-10.5	-11.8	-3.1
115kV Elevation	338.1	-5.5	-10.6	-11.9	-3.2

State of New Hampshire  
**PUBLIC UTILITIES COMMISSION**  
**CONCORD**



# Reports and Orders

January 1, 1970 to December 31, 1970  
VOLUME LV

---

Thomas A. Power, Commissioner, Manchester \*  
Alexander J. Kalinski, Chairman, Manchester \*\*  
Francis J. Riordan, Chairman and Commissioner,  
Portsmouth \*\*\*  
Gerard O. Bergevin, Commissioner, Manchester, N.H.

---

Charles P. Amyot, Secretary, Manchester, N.H.  
Daisy Y. Jewell, Assistant Secretary, Boscawen, N.H.

- 
- \* Resigned as Commissioner, July 2, 1970
  - \*\* Appointed to unexpired term of Thomas A. Power, and succeeding Francis J. Riordan, Chairman, who was reappointed as Commissioner, July 2, 1970.
  - \*\*\* Reappointed as Commissioner July 2, 1970.

**LAW DIVISION**  
**N. H. STATE LIBRARY**

D-E5903

VERMONT ELECTRIC POWER COMPANY, INC. (VELCO)

Petition for authority to operate as an interstate public utility in New Hampshire.

Service and facilities - Electric - Operation as an interstate public utility - Public good.

1. An electric utility was permitted to engage in business as an interstate electric public utility in a city and town, and to construct and maintain the necessary lines and apparatus; it appearing to be for the public good.

ORDER NO. 10,067

WHEREAS, Vermont Electric Power Company, Inc., (VELCO), a Vermont corporation with offices at 77 Grove Street, Rutland, Vermont, by a petition filed July 10, 1970, seeks authority, pursuant to RSA 374:26, as amended, to engage in interstate public utility business within the State of New Hampshire; and

WHEREAS, a 115 KV transmission line was completed in 1958, by said Company, crossing the Connecticut River in the City of Claremont by which its Vermont system was interconnected with facilities of the New England Power Company at a point within said City; and

WHEREAS, the growth and development of the facilities of the Vermont Electric Power Company, Inc., now require the further construction of an additional 230 KV transmission line extending from its facilities at Williamstown, Vermont (near Barre, Vermont) to interlock with the New England Power Company facilities at its Commerford, New Hampshire substation, and crossing the Connecticut River at a point south of the Town of Barnet, Vermont, all of which

55 N. H. P. U. C.

construction in New Hampshire will be within the Town of Monroe; and

WHEREAS, no protests have been received by the Commission within the specified time limit which was communicated to all parties in interest; and

WHEREAS, after investigation and consideration, this Commission is satisfied that granting the petition will be for the public good; it is

ORDERED, that permission be, and hereby is, granted to the Vermont Electric Power Company, Inc., (VELCO) to do business as an electric interstate public utility within the State of New Hampshire in the City of Claremont and Town of Monroe; and for that purpose to construct and maintain the necessary lines and apparatus.

By order of the Public Utilities Commission of New Hampshire this twenty-seventh day of July, 1970.

CHARLES P. AMYOT  
Secretary

55 N. H. P. U. C.

State of New Hampshire  
**PUBLIC UTILITIES COMMISSION**  
**CONCORD**



# Reports and Orders

January 1, 1970 to December 31, 1970  
VOLUME LV

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Thomas A. Power, Commissioner, Manchester \*  
Alexander J. Kalinski, Chairman, Manchester \*\*  
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Portsmouth \*\*\*  
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Charles P. Amyot, Secretary, Manchester, N.H.  
Daisy Y. Jewell, Assistant Secretary, Boscawen, N.H.

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- \* Resigned as Commissioner, July 2, 1970  
\*\* Appointed to unexpired term of Thomas A. Power, and succeeding Francis J. Riordan, Chairman, who was reappointed as Commissioner, July 2, 1970.  
\*\*\* Reappointed as Commissioner July 2, 1970.

**LAW DIVISION**  
**N. H. STATE LIBRARY**

D-E5904

## VERMONT ELECTRIC POWER COMPANY, INC. (VELCO)

Petition for a license to construct and maintain electric transmission lines over and across the Connecticut River in the City of Claremont and Town of Monroe.

Construction and extension - Electric - Across public waters - Public good.

1. A license was granted to an electric utility to construct and maintain transmission lines across public waters in a town and city, it appearing that such rights could be exercised without substantially affecting the public rights in said waters; hence for the public good.

## O R D E R N O. 10,068

WHEREAS, by petition filed June 10, 1970, Vermont Electric Power Company, Inc., seeks a license, pursuant to RSA 371:17 and 20 (Supp.), to construct and maintain electric transmission lines over and across the Connecticut River in the City of Claremont and Town of Monroe; and

WHEREAS, the petitioner represents that the proposed construction will cross approximately three hundred (300) feet of the River from Barnet, Vermont to Monroe, New Hampshire, and that an existing line crosses approximately seven hundred (700) feet of this River from Ascutney, Vermont to Claremont, New Hampshire; and

WHEREAS, following due notice, none of the interested parties has objected to the proposed construction, and, upon investigation and consideration, this Commission finds that the proposed construction is necessary in order to meet the reasonable requirements of

55 N. H. P. U. C.

VERMONT ELECTRIC POWER COMPANY, INC. (VELCO) 525

service to the public, and that the license sought therein may be exercised without substantially affecting the public rights in the waters crossed; it is

ORDERED, that a license be, and hereby is, granted to the Vermont Electric Power Company, Inc. (VELCO), to construct and maintain an electric transmission line over and across approximately three hundred (300) feet of the Connecticut River from Barnet, Vermont to Monroe, New Hampshire, and seven hundred (700) feet of the Connecticut River from Ascutney, Vermont to Claremont, New Hampshire, all in accordance with plans submitted with the petition, and on file in the office of this Commission.

By order of the Public Utilities Commission of New Hampshire this twenty-seventh day of July, 1970.

CHARLES P. AMYOT  
Secretary

55 N. H. P. U. C.

91 N.H. P.U.C. 245, 2006 WL 1587515 (N.H.P.U.C.)

Re Vermont Electric Power Company

DE 06-057

Order No. 24,628

New Hampshire Public Utilities Commission

June 1, 2006

BY THE COMMISSION:

**ORDER****I. BACKGROUND**

On April 14, 2006, Vermont Electric Power Company (VELCO) filed a petition with the New Hampshire Public Utilities Commission (Commission) requesting authorization to transfer certain New Hampshire facilities to Vermont Transco LLC, (LLC) a Vermont limited liability company. VELCO is a Vermont corporation subject to the jurisdiction of the Vermont Public Service Board. VELCO stated in its petition that its principal business is the transmission of electric power at high voltage (115 kV and above) within Vermont but that the company owns limited facilities located in New Hampshire. VELCO itself is owned by 20 companies which are municipal, cooperative, or investor-owned.

VELCO's New Hampshire facilities include conductors, poles, cross-arms and associated transmission equipment on three transmission lines which connect VELCO to the Public Service Company of New Hampshire (PSNH) substations in Monroe and Littleton as well as a transmission line operated in New Hampshire by National Grid. VELCO also owns and operates a microwave passive reflector in Hinsdale. Although VELCO has no retail customers in New Hampshire nor any rates that are regulated by the Commission, VELCO noted that its physical presence in New Hampshire brings the company within the definition of 'public utility' for certain purposes as set forth in [RSA 362:2](#).

Pursuant to previous orders of this Commission,<sup>1</sup> VELCO has received authority under [RSA 371:17](#) and [371:20](#) to construct and maintain electric transmission lines crossing the Connecticut River and authority under [RSA 374:26](#) to conduct an interstate public utility business in New Hampshire through the ownership and maintenance of certain facilities used in VELCO's interstate business.

According to VELCO, its high-voltage electrical transmission system can be improved, owned and operated more efficiently, with a resulting lower cost to retail ratepayers, if VELCO transfers substantially all of its assets to the limited liability company (LLC). Following the proposed transfer, the LLC would own and operate all of VELCO's existing assets in Vermont and New Hampshire, and any assets acquired or constructed in the future. VELCO states that lower costs result from the more favorable tax treatment available to the owners of a limited liability company, as compared to owners of a corporation, especially for tax-exempt municipal and cooperative owners. VELCO attests that VELCO and the existing VELCO owners would own, control and manage the LLC.

VELCO states that VELCO and the LLC would act as a 'Single Participant' with respect to regional transmission of electricity, as that term is defined in the New England Power Pool Second Restated NEPOOL Agreement. VELCO indicated that it is working with staff at the regional transmission organization, ISO New England, to develop necessary and appropriate amendments to regional tariffs for the Federal Energy Regulatory Commission (FERC) to consider. VELCO asserts that as a result of lower operating costs arising from the use of the limited liability form of business, lower FERC-authorized regional transmission rates will ultimately also benefit New Hampshire ratepayers.

2006 WL 1587515

VELCO proposes that the Commission condition its approval on a similar endorsement by the Vermont Public Service Board. In addition to authorization of the transfer, VELCO seeks an explicit determination of the Commission that Vermont Transco may assume all of the approvals previously granted by the Commission to VELCO without further proceedings. On May 2, 2006, Staff filed a memorandum with the Commission recommending the approval of the petition.

## II. COMMISSION ANALYSIS

We have reviewed the petition and Staff's recommendation. As noted by VELCO, its ownership and operation of facilities in New Hampshire for purposes of transmitting high-voltage electric power brings the company under the Commission's jurisdiction pursuant to RSA 362.2.<sup>2</sup> Consequently, any transfer of the New Hampshire assets of VELCO is subject to [RSA 374:30](#) review by the Commission. [RSA 374:30](#) permits a transfer by a public utility of any works or system located in New Hampshire upon a determination by the Commission that the transfer is for the public good.

We note that Staff agrees with VELCO's contention that the transfer would result in more efficient operation with lower resulting costs to retail customers due to tax savings, and that, according to VELCO, lower FERC rates (including regional rates passed along by distribution companies to New Hampshire customers) would ultimately result from the reduced costs of operating a limited liability corporation form of business.

We find that the benefit of lower operating costs and the potential for reduced FERC rates offered by the proposed transfer of VELCO's New Hampshire facilities to the LLC is for the public good. As suggested by VELCO, we condition our transfer authorization on the approval of the Vermont Public Service Board (Board) of both the formation of the LLC and the transfer of assets by VELCO to the new entity. We direct VELCO to file a copy of any applicable orders of the Board immediately following their issuance. Finally, subject to satisfaction of the condition described above, we grant as consistent with the public interest VELCO's request that we explicitly determine that the LLC may assume the rights and responsibilities reflected in all prior authorizations obtained from the Commission by VELCO with respect to New Hampshire facilities.

Based upon the foregoing, it is hereby

ORDERED *NISI*, that subject to the effective date below, the Petition of Vermont Electric Power Company, Inc. for authorization to transfer its New Hampshire facilities to Vermont Transco, LLC (LLC) is hereby GRANTED subject to the Vermont Public Service Board's approval of the LLC and the transfer of assets by VELCO to the LLC; and it is

FURTHER ORDERED, that the prior authorizations granted by this Commission to VELCO pursuant to [55 NH PUC 522 \(1970\)](#), [55 NH PUC 738 \(1970\)](#), [55 NH PUC 783 \(1970\)](#), [56 NH PUC 289 \(1971\)](#) and [56 NH PUC 508 \(1971\)](#), shall be transferred to the LLC subject to the conditions stated above; and it is

FURTHER ORDERED, that VELCO file with the Commission a copy of any orders of the Vermont Public Service Board concerning the authority of VELCO to transfer assets to the LLC; and it is

FURTHER ORDERED, that VELCO shall cause a copy of this Order *Nisi* to be published once in a statewide newspaper of general circulation or of circulation in those portions of the state where operations are conducted, such publication to be no later than June 9, 2006 and to be documented by affidavit filed with this office on or before June 28, 2006; and it is

FURTHER ORDERED, that all persons interested in responding to this Order *Nisi* be notified that they may submit their comments or file a written request for a hearing which states the reason and basis for a hearing no later than June 16, 2006 for the Commission's consideration; and it is

FURTHER ORDERED, that any party interested in responding to such comments or request for hearing shall do so no later than June 23, 2006; and it is

FURTHER ORDERED, that this Order *Nisi* shall be effective June 28, 2006, unless VELCO fails to satisfy the publication obligation set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date.

By order of the Public Utilities Commission of New Hampshire this first day of June, 2006.

Footnotes

- 1 See [55 NH PUC 522 \(1970\)](#); [55 NH PUC 738 \(1970\)](#); [55 NH PUC 783 \(1970\)](#); [56 NH PUC 289 \(1971\)](#) and [56 NH PUC 508 \(1971\)](#).
- 2 The Commission authorized VELCO to do business as an electric interstate public utility by Order No. 10,307 (June 18, 1971). See [56 NH PUC 289](#).

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End of Document

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EXHIBIT 7

BEFORE THE  
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DE 19-\_\_\_\_\_

PETITION OF VERMONT TRANSCO LLC FOR LICENSE TO CONSTRUCT AND MAINTAIN A  
115KV TRANSMISSION LINE ACROSS THE SUGAR RIVER IN THE CITY OF CLAREMONT,  
NEW HAMPSHIRE

AFFIDAVIT OF BILL MCNAMARA

1. My name is William (Bill) F. McNamara. My title is Senior Engineer – Civil, employed by Vermont Electric Power Company, Inc., the manager of Vermont Transco, LLC (collectively “VT Transco”). The business address for VT Transco is 366 Pinnacle Ridge Road, Rutland, VT 05701.
2. I received my Bachelor of Science degree in Civil Engineering from the University of Vermont in 1987. Afterwards, I obtained registration as a Professional Engineer in the states of New York and Vermont.
3. In my employment with VT Transco, and previously with other firms, I have performed a variety of primarily technical roles, with periods of both technical and operational responsibilities for both mechanical and civil engineering projects. This includes both for transmission and telecommunications projects.
4. Among my current professional responsibilities is managing the line design elements of VT Transco’s existing K149 transmission line spanning the Sugar River, as described in the notification being submitted to the New Hampshire Public Utilities Commission pursuant to RSA 371:17-b (the “Crossing”). I am very familiar with the details and scope of the Crossing.
5. By my signature below, I hereby certify as the responsible officer for VT Transco that the Crossing design will be engineered in compliance with the National Electrical Safety Code.

Rutland, VT October 17<sup>th</sup>, 2019

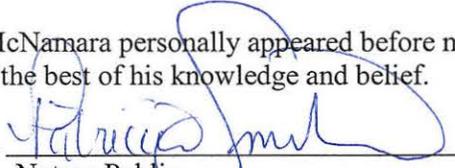
By:   
Bill McNamara  
Vermont Electric Power Company, Inc.

Dated this 17<sup>th</sup> day of October, 2019.

State of Vermont  
County of Rutland

At Rutland this 17<sup>th</sup> day of October, 2019 William F. McNamara personally appeared before me and made oath that the foregoing Affidavit is true and correct to the best of his knowledge and belief.



Before me,   
Notary Public  
My Commission Expires: 1/31/21