

DIAMOND & ROBINSON, P.C.

ATTORNEYS AT LAW

MONTPELIER, VERMONT
www.diamond-robinson.com

15 EAST STATE STREET
P.O. BOX 1460
MONTPELIER, VERMONT 05601-1460
TEL. (802) 223-6166
FAX (802) 229-4457

Joshua R. Diamond, Esquire
E-mail: jrd@diamond-robinson.com

March 11, 2014

Susan M. Hudson, Clerk
Vermont Public Service Board
112 State Street, Drawer 20
Montpelier, VT 05620-2701

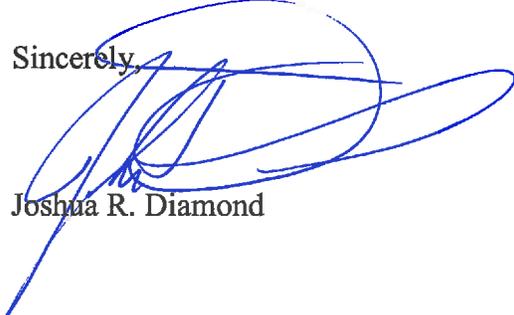
Re: Docket No. 7970

Dear Sue:

On behalf of the Town of Monkton, enclosed please find recent correspondence sent to Vermont Gas Systems relating to the issue of easements in the construction of pipeline.

Please feel free to call if you have any questions.

Sincerely,



Joshua R. Diamond

Enclosure

Cc: Service List

DIAMOND & ROBINSON, P.C.

ATTORNEYS AT LAW

MONTPELIER, VERMONT
www.diamond-robinson.com

15 EAST STATE STREET
P.O. BOX 1460
MONTPELIER, VERMONT 05601-1460
TEL. (802) 223-6166
FAX (802) 229-4457

Joshua R. Diamond, Esquire
E-mail: jrd@diamond-robinson.com

March 3, 2014

Kimberly K. Hayden, Esquire
Downs Rachlin Martin PLLC
199 Main Street, P.O. Box 190
Burlington, VT 05402-0190

Re: VGS, Docket No. 7970.

Dear Kim:

I writing on behalf of the Town of Monkton as a follow up to our telephone call a little over a week ago. The Town of Monkton has a couple of concerns about VGS' compliance with the Memorandum of Understanding, which has been adopted and incorporated into the Certificate of Public Good. These are VGS' efforts to obtain easements by threatening eminent domain proceedings and recent revelations about drug dealing by employees working for VGS contractors.

The Town of Monkton has received a number of complaints from residents concerning recent threats to commence eminent domain proceedings without a good faith effort to negotiate for the acquisition of easements. A copy of the typical communication is attached here as Exhibit A. Some reports from residents include the right of way agent's refusal to communicate directly with VGS when landowners have sought to engage in negotiations. Section VI E of the MOU clearly states that "VGS shall negotiate in good faith with the Town's residents with respect to the acquisition of easements. VGS agrees to commence takings litigation and use of eminent domain only as a last resort." The Town of Monkton is concerned that VGS' recent efforts to acquire easements is inconsistent with this obligation under the MOU.

Residents report that the letter referenced in Exhibit A has been sent in the absence of good faith negotiations. These letters are often the first communications that landowners have received in months from VGS. And, the tone of the letter takes a distinctive take it or leave it position. This type of "boulwarism" has long been considered inconsistent with good faith negotiations. Accordingly, the Town of Monkton is requesting that a duly authorized employee from VGS, not a right of way contractor, reach out to the following residents in an effort to engage them in good faith to acquire easements without the threatening a takings by eminent domain. These residents are the following:

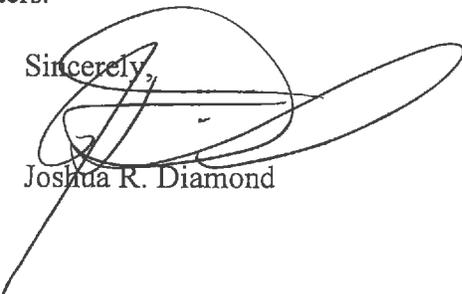
Rev. Carole and Edwin Wageman
John Mejia
Mike Alderman
Maren Vasatka and Ricky Clark
Claire Broughton
L. Selina Peyser
Nancy Menard

The Town of Monkton understands that VGS is still negotiating for options to buy easements, instead of final conveyances. This distinction is very confusing to our residents, especially when it is compounded by the threat of eminent domain proceedings. By only negotiating options instead of full easements, the landowners do not have ready access to monies that will be available when the option is exercised. The Town of Monkton requests that when VGS threatens eminent domain proceedings, it does so only to negotiate for full easements, rather than a mere option.

The Town of Monkton has also learned that a contractor utilized by VGS for pipeline construction had employees arrested for dealing methamphetamine. As you know, the Town of Monkton is very concerned about the safety of its residents, especially those that could be impacted by the transmission pipeline project. The MOU's terms and conditions are directly related to addressing these safety concerns. In fact, the preamble to the MOU expressly identifies the need to address the Town of Monkton's concerns. Contractors who may have employees working on the pipeline either under the influence or engaged in illicit activities is very disconcerting to the Town of Monkton. Therefore, the Town of Monkton requests that VGS provide an explanation about how it intends to prevent future incidents of illicit drug use by contractors' employees.

I look forward to hearing you on these matters.

Sincerely,



Joshua R. Diamond

cc: Town of Monkton
DPS