

KEEGAN WERLIN LLP

ATTORNEYS AT LAW
99 HIGH STREET, SUITE 2900
BOSTON, MASSACHUSETTS 02110

—
(617) 951-1400

TELECOPIERS:
(617) 951-1354

DAVID S. ROSENZWEIG
E-mail: drosen@keeganwerlin.com

February 21, 2019

Robert J. Shea, Presiding Officer
Energy Facilities Siting Board
One South Station
Boston, MA 02110

Re: NSTAR Electric Company d/b/a Eversource Energy, EFSB 18-03

Dear Mr. Shea:

On behalf of NSTAR Electric Company d/b/a Eversource Energy (“Eversource”), enclosed please find Eversource’s second supplemental response to Information Request EFSB-EV-25 from the Energy Facilities Siting Board’s First Set of Information Requests in the above-referenced proceeding.

A Certificate of Service is also enclosed. Please contact me if you have any questions regarding this filing. Thank you for your attention to this matter.

Very truly yours,



David S. Rosenzweig

Enclosures

cc: Service List, EFSB 18-03
Joan Foster Evans, General Counsel
Andrew Greene, EFSB Director

Information Request EFSB-EV-25(S2)

Has the Company entered into any other MOUs of Agreements of any sort with Woburn or Stoneham? If so, provide such documents.

Second Supplemental Response

Please see Attachment EFSB-EV-25(S2)(1) for a copy of a Memorandum of Understanding between the City of Woburn and the Company with an Effective Date of February 21, 2019.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is entered into as of the 21st day of February, 2019 by and between the City of Woburn, Massachusetts (the “City”), acting through its Mayor and City Council, and NSTAR Electric Company d/b/a Eversource Energy (“Eversource”).¹ The City and Eversource are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

Whereas Eversource will construct, own, and operate, in conjunction with National Grid, a new approximately 8.54 mile, 345-kilovolt underground transmission line in Woburn, Winchester, Stoneham, and Wakefield (the “Project”), consistent with the petition submitted to, and approved by the Energy Facilities Siting Board (the “EFSB”) in the consolidated proceedings docketed as EFSB 15-04/D.P.U. 15-140/D.P.U. 15-141 (the “Proceeding”) on February 28, 2018;

Whereas the approximate distance of the transmission line in the City is 1.4 miles;

Whereas the Parties acknowledge that Eversource has submitted an Initial Petition and Application for a Certificate of Environmental Impact and Public Interest, filed pursuant to G.L. c. 164, §§ 69K – 69O and docketed as EFSB 18-03, to secure all of its yet to be obtained local permits and approvals from the EFSB (the “Certificate”);

Whereas the Parties desire that the Project shall be designed, constructed, and operated in a manner that minimizes impacts to the environment and to the City, to the extent practical;

Whereas Eversource agrees to work cooperatively with the City to mitigate the impacts to the environment and to the City from the design, construction and operation of the Project, to the maximum extent practical; and

Whereas the City agrees to work cooperatively with Eversource to facilitate the progress of the Project by issuing required Street Opening Permits, as needed, and any other permits required, in a reasonably timely manner after a completed application is received and not unreasonably hinder Eversource’s Project related activities;

¹ The term “Eversource” shall include both Eversource and any and all contractors used or retained by Eversource in connection with the Project, unless stated otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

Terms

1. Pre-Construction Matters

1.1. **Route.** The commitments set forth in this Agreement contemplate that the Project will follow the route and design identified and approved by the EFSB in its Final Decision in the Proceeding, dated February 28, 2018 (“EFSB Order”), except as otherwise or more particularly agreed by the Parties, provided that such agreements do not conflict with the EFSB Order and other regulatory decisions, including the EFSB’s forthcoming decision on Eversource’s Certificate request in EFSB 18-03. If, as a result of the Town of Winchester’s appeal of the EFSB Order in the Supreme Judicial Court (“SJC”) (SJ-2018-0141), the Route is amended and the EFSB approves the Project in a materially different form than as currently approved, and such difference affects the City, the Parties shall (a) meet no later than twenty (20) days after the EFSB issues the order approving the materially different Project to assess whether any provisions of this Agreement should be revised with respect to those material changes; and (b) develop and implement, in good faith, a plan to modify this Agreement to account for any such revisions. In the event that the appeal of the EFSB Order does not result in any substantive change to the routing of the Project, this Agreement shall remain in full force and effect.

1.2. Project Meeting.

1.2.1. No later than seven (7) days after the Effective Date, Eversource shall deliver separately to the City of Woburn’s Superintendent of Public Works (“Superintendent”) and the City of Woburn’s Engineer (“City Engineer”) a package (“Project Design Materials”) comprised of the following materials: (a) a full and complete set of the most current Project engineering plans, ANSI E sized and stamped by a licensed Massachusetts engineer (including, but not limited to, engineering design on Lake Avenue and in the vicinity of the Aberjona River and adjacent sewer interceptors on Montvale Avenue); (b) a complete compilation of geotechnical boring, test pit, excavation, survey, and other data and reports used in the development of those engineering plans including but not limited to reports prepared by Terracon and Black and Veatch; (c) Eversource’s response to RR-EFSB-5 in EFSB 18-03; (d) construction sequence plans; and (e) such other information, engineering plans, data, or other documents as Eversource believes, in good faith, will be useful to ongoing discussions with the City Engineer and Superintendent concerning the Project’s ductbank alignment and design as it runs through City limits.

1.2.2. No sooner than seven (7) but no later than twenty-one (21) days after delivering the Project Design Materials to the Superintendent and City Engineer, Eversource shall schedule a meeting with the Superintendent and City

Engineer to review the Project Design Materials (the “Project Meeting”). Eversource shall bring sufficient engineering, design, and other representatives to this meeting to answer reasonable questions asked by City Officials including, but not limited to, ductbank alignment, clearances between Project facilities and existing City facilities, any plans for temporary or permanent relocation of City facilities, and jack-and-bore construction under Horn Pond Brook and the Aberjona River. Likewise, the City shall bring sufficient representatives to respond to reasonable questions by the Eversource representatives.

1.2.3. During the Project Meeting, Eversource, and the City shall develop and maintain a list of outstanding items that are reasonably needed to be completed in order for the City to complete its review of the Project and its effect on the City. Eversource and the City shall reasonably, in good faith, and expeditiously work to resolve all outstanding items identified during the Project Meeting. In connection with working to resolve those outstanding items, the Parties shall expeditiously and in good faith: (a) supply additional information to the requesting party and (b) develop a timely schedule and attend additional meetings to discuss action items or additional information as reasonably requested by either party.

1.2.4. Eversource shall identify, through the use of hydro-vacuum excavation or other excavation means, the exact location and elevation of water lines, sewer lines, and drain lines (including but not limited to any sewer force mains) on Washington Street and Montvale Avenue in reasonable proximity to the Project route. Before commencing construction of the Project on Washington Street or Montvale Avenue, Eversource shall: (i) consult with the Superintendent concerning the number and locations of those excavations and shall comply with all reasonable requirements imposed by the Superintendent; and (ii) provide this information to the Superintendent and City Engineer and meet with the Superintendent and City Engineer in good faith to revise existing engineering plans, as necessary, based on this information.

1.3 Utility Clearances and Relocations

1.3.1. Eversource shall maintain a minimum vertical clearance of 12 inches and a minimum horizontal clearance of 24 inches between the Project facilities and existing City utility infrastructure. The Company acknowledges, however, that clearances greater than 24 inches better serve important City interests, including access to the City’s utility infrastructure. In certain locations where a larger minimum clearance between the Project facilities and existing City utility infrastructure is practicable, the Company will use reasonable efforts to provide a horizontal clearance of three (3) feet or greater. Eversource shall not be required to maintain three (3) feet or greater of horizontal clearance where doing so would be impractical, costly, or more impactful in Eversource’s reasonable discretion.

1.3.2. Eversource shall not relocate any City utility without first receiving approval from the Superintendent, which approval shall not be unreasonably withheld. As part of reviewing any request by Eversource to relocate

a City utility, whether resulting from a need to maintain minimum vertical or horizontal clearances between Project facilities and City utilities or for any other reason, the Superintendent may request and, if requested, Eversource shall provide drawings prepared by a Massachusetts-licensed Professional Engineer depicting the relocation and a proposed relocation plan. The relocation plan shall state if the relocation is permanent or temporary during Project construction, and, if temporary, Eversource shall cause the infrastructure to be returned to its original location prior to restoration. Eversource shall pay reasonable costs associated with utility relocations and shall perform all work associated with utility relocations in accordance with the reasonable specification and directives of the Superintendent.

1.3.3. Eversource duct banks shall be formed in place to eliminate overflow of flowable fill or concrete into adjacent mains in order to ensure maintenance of the 24-inch minimum horizontal clearance specified in Section 1.3.1.

1.3.4. Eversource shall provide dense-grade gravel samples for approval in all work areas. Eversource shall remove and dispose of all existing in-situ material when installing the Project facilities and replace in-situ material with approved dense-grade gravel furnished by Eversource.

14. Superintendent and City Engineer Oversight

1.4.1. All information supplied to the City in connection with the Project, whether or not required by this Agreement, shall be supplied simultaneously to the Mayor, Superintendent, and City Engineer.

1.4.2. All Project engineering plans supplied to the Superintendent and City Engineer shall be supplied in ANSI E size and stamped by a Massachusetts-licensed Professional Engineer.

1.4.3. Before commencing construction of the Project, Eversource shall supply to the Superintendent and City Engineer an updated and complete set of Project engineering plans.

1.4.4. Before commencing construction of the Project, Eversource shall create and share with the Superintendent and City Engineer an emergency plan to address any construction-related damage to water mains and sewer mains and interceptors on or near Lake Avenue and Montvale Avenue.

15. City Approvals.

1.5.1. Eversource shall comply with the applicable process for procuring (a) an amendment to the Order of Conditions issued by the Woburn Conservation Commission in MassDEP # 348-0782 on May 31, 2017 to reflect Eversource's final choice of wetlands crossing location and design of the Project where it will cross the Aberjona River; (b) all Street Opening Permits necessary for the construction of the Project to the extent such Street Opening Permits are not

issued to the Company by the EFSB in EFSB 18-03; (c) any other required local approvals, permits or authorizations necessary for the Project; and the City agrees that such approvals shall not be withheld or conditioned in a manner that is arbitrary or capricious; provided, however, that nothing in this Agreement shall be interpreted to require the issuance of a Grant of Location (“GOL”) by the City Council if the EFSB issues a Certificate of Environmental Impact and Public Interest under G.L. c. 164, § 69K in EFSB 18-03 that overrides the need for such a GOL.

1.5.2. The Superintendent shall reasonably expedite, in good faith, the consideration of street opening and any other local permit applications if submitted to the Superintendent. Where reasonably possible, the Superintendent shall issue a decision approving or denying a completed Street Opening Permit or other local permit application within fourteen (14) days after the application is filed. Eversource shall, expeditiously and in good faith, provide all information the Superintendent reasonably requests with respect to any local permit application.

16. Pre-Construction Video Sweep.

1.6.1. Eversource or its designated contractor(s) shall conduct a pre-construction video sweep from the public right-of-way to document pre-construction conditions. Eversource shall provide the Superintendent reasonable advance notice of the sweep and shall allow one or more City officials, as designated by the Mayor, to observe the pre-construction video sweep.

1.6.2. Before conducting the pre-construction video sweep, Eversource or its contractor shall provide reasonable notice by mail to property-owners and residents abutting the Route within the City’s borders. That notice shall inform the property-owners and residents: (a) that Eversource will be conducting the video sweep from the public right of way; (b) the projected date and time of the video sweep; (c) supply Eversource contact information through which any property-owner may request that Eversource include in its video sweep the front of the property-owner’s house, including foundations; and (d) supply Eversource contact information through which any property-owner may request that Eversource provide a copy of the pre-construction video of his/her property.

1.6.3. Eversource shall provide to the Superintendent the pre-construction video recorded from the public right of way. The video shall be public records as defined by G.L. c. 4 § 7, cl. 26, except as otherwise provided by law.

17. Community Outreach.

1.7.1. Eversource shall maintain a public outreach program, consistent with existing Eversource outreach programs, with input from the City, throughout the duration of the Project.

1.7.2. The public outreach program’s purpose shall be to inform the City, residents, businesses, and abutting and nearby property owners of the status

of the Project, including but not limited to, upcoming construction activities and schedules, and to respond to any public questions, concerns or complaints in a timely manner.

1.7.3. Eversource shall utilize a variety of methods in its public outreach efforts, which shall include, at a minimum: (a) a Field Outreach Representative; (b) mailings or door hangers; (c) a Project website; and (d) a toll-free Project hotline.

1.7.4. The Project website, which Eversource shall maintain throughout the duration of the Project, shall be identified on all mailings and door hangers provided to residents, and on Project signage. The Project website shall contain information consistent with other Eversource Project websites, including the Traffic Management Plan (see Section 2.5) to inform residents of impacted travel routes. The Project website shall be consistent with other Eversource project websites. Residents shall be invited to contact Eversource through the toll-free Project hotline or email address to request updates of construction activities. The website shall be updated regularly. The City may provide a link to the Eversource Project website from the City's website.

1.7.5. Project communications and website shall identify a toll-free Project hotline phone number and email address to apprise residents of Project milestones and nearby construction activities and to answer questions regarding the Project in a timely fashion. Eversource shall monitor the Project hotline phone number and email address regularly and shall respond to all inquiries made through the Project hotline phone number or email address within one business day of receipt or sooner or, in the case of an emergency, as soon as reasonably necessary.

1.7.6. As part of its outreach program, Eversource shall conduct advance notification to local property and business owners and residents abutting the Route. Eversource shall reasonably and in good faith work with those individuals to mitigate potential Project-related impacts as needed, which may include efforts beyond those required by this Agreement.

1.7.7. Eversource shall schedule a public information open house to meet with business owners, tenants and residents prior to the start of construction to discuss upcoming construction activities and address specific concerns such as traffic, safety, public transportation, on-street parking, environmental or other issues.

18. **Coordination Meetings.** Eversource shall attend regular meetings with the City, every two weeks or as jointly agreed, during construction of the Project.

19. **MassDOT Coordination.** Eversource shall coordinate with MassDOT to ensure overlap between the Project and MassDOT's Montvale Avenue

construction, to limit, to the extent reasonably practicable, disruption to the public resulting from the cumulative impacts of both projects.

2. Construction-Related Matters.

21 Construction Staging and Equipment/Material Storage.

Eversource shall require a combination of temporary storage areas, staging areas and laydown areas (collectively, "Support Sites") to support construction of the Project at locations in the vicinity of the Route. Eversource shall be responsible for selecting Support Sites after consultation with the appropriate City contact and for making arrangements with property owners for use of the land during construction. Eversource shall select Support Sites reasonably calculated to minimize disruption to the public to the extent practicable.

22 Work Hours and Months.

2.2.1. Work hours for the Project will be based upon the EFSB Order in EFSB 15-04. Consistent with the EFSB Order, normal work hours for Eversource on the Project shall be 7:00 A.M. to 5:00 P.M. Mondays through Fridays in residential areas, except for work along Montvale Avenue, which would be constructed at night. Work that necessarily has a longer required extended duration than normal construction hours allow, such as cable splicing, shall be exempted from this condition. Should Eversource need to extend construction beyond those hours (with the exception of emergency circumstances on a given day that necessitate extended hours), Eversource will seek written permission from the Superintendent before commencement of such work. Normal work hours are subject to any conditions imposed by the EFSB with respect to the Project.

2.2.2. All civil excavation Project work, except for cable pulling, splicing, and terminations which can be completed during the winter moratorium, in Woburn shall be suspended starting on November 15 through and including April 15, unless the Superintendent provides written approval for work during this period.

2.2.3. Eversource shall promptly reimburse the City for the City's usual and customary minimum hourly costs for all necessary police details and reasonable overtime for City staff to respond to emergencies outside of typical staff work hours (8:00 A.M. to 4:00 P.M.).

2.2.4. The City acknowledges that, in some limited instances, Eversource may wish to perform work outside of normal work hours. The extension of work hours for such reasons may be permitted if agreed to by the Superintendent or designee and in a manner consistent with the EFSB Order. Eversource shall provide reasonable advance notice to the Superintendent of any request to perform work outside of normal work hours and the Superintendent will provide a prompt response and not unreasonably withhold extended work hour approval.

23 Construction Schedule.

2.3.1. Eversource shall prepare a construction schedule in consultation with the Superintendent and City Engineer, which shall be provided to the Mayor and City Council at least forty-five (45) days before construction begins.

2.3.2. The City shall provide information to Eversource regarding known or anticipated events and occurrences within the City that may impact the Project as those known or anticipated events and occurrences become known to the City. To the extent reasonably possible, those events and occurrences shall be included as part of the construction schedule or any revisions to the construction schedule.

2.3.3. Eversource may have need to update the construction schedule from time to time, including for reasons based on weather or other unforeseen circumstances. Eversource shall provide to the Superintendent and City Engineer any updated construction schedules after creation of the updated schedule and shall inform the Superintendent and City Engineer of the reasons for any change.

24 Noise. Eversource shall at all times comply with the noise requirements contained in the EFSB Order as well as the requirements of Section 9-2 of the Woburn Municipal Code in effect as of the Effective Date to the extent such requirements are not inconsistent with the EFSB Order.

25 Traffic Control.

2.5.1. Construction activities within the City shall be subject to appropriate traffic controls and the requirements of a Traffic Management Plan (“TMP”), approved by the Superintendent or their designee and consistent with the EFSB Order.

2.5.2. The TMP shall address traffic caused by the Project including, without limitation, the bringing of materials to the Project site, storage of such materials, construction, storage of equipment, post-construction street repair, and paving. The provisions of the TMP shall minimize, to the fullest extent reasonable, the impact of Project construction on traffic and businesses. The TMP shall include provisions for coordination with the Police, Fire, Schools and Public Works Departments; emergency vehicle access; development of lane location adjustments and safe travel widths to maintain safe vehicle traffic and pedestrian movement; limitations on the duration of lane closures and detours; and installation of traffic control signs and equipment such as barricades, reflective barriers, and advance warning signs.

2.5.3. Eversource shall consult with appropriate representatives of the City, including the Police Chief, Fire Chief, Planning Director, Superintendent

of Schools, and/or Superintendent of Public Works, to create the TMP. Eversource shall reasonably coordinate the creation and implementation of the TMP with other projects underway in the City including, without limitation the Massachusetts Department of Transportation's reconstruction work along Montvale Avenue.

2.5.4. As part of its consultations with appropriate representatives of the City, Eversource shall meet with the City Fire Chief to review the TMP for the potential need and specific locations for the staging of fire equipment and shall thereafter meet regularly to assess the need for staging during the construction of the Project. The equipment necessary for staging, if any, shall be determined by the Fire Chief. Eversource shall promptly reimburse the City for the City's reasonable incremental costs needed for the staging.

2.5.5. As part of its consultations with appropriate representatives of the City, Eversource shall meet with the City Police Chief to include in the TMP provisions to ensure that adequate police details are available during active construction. Police details shall ensure that opposing traffic flow within the work zone will be stopped temporarily and emergency responders shall be given priority to navigate safely through the work zone with minimal delay. Police details may also be necessary at school crossings or locations where school children pass on the way to or from school. The City will make every effort to ensure adequate police details are deployed in a timely manner so as to not adversely affect the Project schedule. Eversource shall also meet with the City Police Chief to include in the TMP provisions to identify all necessary traffic safety equipment to be used by the City's Police Department during construction. Eversource shall promptly reimburse the City for the City's usual and customary costs associated with police details and traffic safety equipment; provided, however, that such reimbursement shall not be interpreted to reduce the responsibility of Eversource for full implementation of the TMP and appropriate traffic signage.

2.5.6. No travel and parking restrictions shall go into effect unless Eversource has provided appropriate 48-hour advance notice thereof to affected businesses, municipal officials, and the public. Such advance notice may include signage in applicable areas. Pedestrian access shall be maintained on all streets where construction occurs.

2.5.7. Metal plates or similar work site covers shall be maintained at all times at construction sites to cover the construction trench securely to allow emergency vehicles to pass safely through the site when needed and to allow motor vehicles to pass safely through the site outside construction work hours.

26 Worksites.

2.6.1. Eversource shall cause any unused equipment or materials to be removed from Project worksites at the close of each Project workday, excluding worksites that must be kept open at night.

2.6.2. Eversource shall cause Project worksites to be left in broom-swept condition at the close of each Project workday.

2.6.3. Eversource shall utilize reasonable dust control measures at all Project worksites.

2.6.4. To the fullest extent reasonably possible, Eversource shall minimize the impact of dust as a result of Project construction.

2.6.5. Eversource shall cause a sign containing its logo and providing contact information to be posted at all approaches to Project worksites.

2.6.6. Before commencing any Project construction work, Eversource shall identify all Project staging areas to the City and secure the Superintendent's approval of its use of those staging areas if in public areas.

27. **Blasting.** Eversource shall not use construction methods that utilize blasting, except by prior written agreement with the City.

28. **Street Restoration.**

2.8.1. Eversource shall restore all public ways and other streets and driveways that it excavates as part of or in any way related to the Project to the standards specified in all applicable provisions of the Municipal Code, including but not limited to the provisions of Title 12, to the extent such requirements do not conflict with the EFSB's Orders in EFSB 15-04 or EFSB 18-03.

2.8.2. If not otherwise required by the standards specified in all applicable provisions of the Municipal Code, Eversource shall at minimum restore all public ways and other streets and driveways directly affected by the Project through gutter-to-gutter grinding and repaving with a minimum of two (2) inches of bituminous concrete where milled, a minimum of four (4) inches of bituminous concrete in all restored temporary patched areas, and granite curbing (where previously existed), all in accordance with all requirements of the Rehabilitation Act of 1974, as amended, the Americans with Disabilities Act of 1990, as amended, and all other Federal and State disability laws applicable to any restoration.

2.8.3. Eversource shall restripe all public ways and other streets and driveways it resurfaces in accordance with the City's design.

29. **Sidewalk Restoration.**

2.9.1. Where directly impacted, Eversource shall replace sidewalks in the Project area with concrete or other materials to match reasonably with walkways to which replacement sidewalks connect.

2.9.2. Handicap ramps and curb cuts on sidewalks shall be replaced, if impacted by construction, by Eversource in accordance with all requirements of

the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, and all other Federal and State disability laws applicable to that restoration.

210. **Snow Plowing.** Eversource or its contractor will plow portions of the road(s), intersection to intersection, then currently impacted by the Project, at the time of a snow event. Eversource and the Superintendent will consult to coordinate Eversource's plowing with the City's snow plowing responsibilities.

211. **Trees.**

2.11.1. Eversource or its contractor shall, prior to commencing construction on the Project, obtain an evaluation report from a certified arborist documenting the condition of the public shade trees along the Project Route and the need for the replacement, pruning or trimming of trees affected by the construction along the Project route. The City will provide Eversource a copy of its established tree replacement policy, if any.

2.11.2. Eversource shall provide the report to the Superintendent and Conservation Administrator and will meet with the Superintendent and Conservation Administrator or either's designees to discuss potential impacts to the identified trees

2.11.3. In the event Eversource removes public shade trees along the Route, it shall replace those trees in accordance with the City's existing tree replacement policy, if any.

2.11.4. Eversource or its contractor shall guarantee the continuing health of any trees, whether newly planted in connection with the Project or those subject to root cutting related to the Project, for a period of one (1) year after the conclusion of Project-related construction. During that one-year guarantee period, the City shall be responsible for watering and other recommended care, as needed. Should impacted trees die during this one-year period, Eversource or its contractor shall replace any impacted tree upon reasonable request by the Conservation Administrator, limited to a one-time replacement.

212. **Sewer and Storm Drain Survey.**

2.12.1. Eversource or its contractor shall make a closed-circuit interior video recording of the existing City sewer and drain structures and components along the Project route prior to commencing construction. Eversource or its contractor shall, where necessary, clean existing City sewer and drain structures and components along the Project route prior to making the video recording.

2.12.2. Eversource shall provide the Superintendent copies of the video recordings within a reasonable period.

2.12.3. Before commencing construction of the Project, Eversource shall meet with the Superintendent to develop, in good faith, mitigation, repair, or replacement procedures for sewer structures and components identified as needing mitigation, repair, or replacement by the City such that it does not unreasonably delay the start of the Project. Eversource is not responsible for pre-existing damage identified during the course of performing the cleaning and video recording of City sewer and drain structures.

213. Field Adjustments.

2.13.1. The Parties acknowledge that the approved Project ductbank alignment is based on field surveys and record documents depicting the locations of existing underground utilities, which are not warranted to be exactly located, nor warranted that all underground utilities or other structures are shown.

2.13.2. After consultation with, and subject to approval and any related conditions from the Superintendent, which approval shall contain reasonable conditions and not be unreasonably withheld, Eversource may adjust the ductbank alignment as necessary based on actual field conditions. Any such ductbank alignment adjustments shall be identified and coordinated with the City and documented on as-built plans provided for recording.

2.13.3. At least twenty-one (21) days before commencing construction within ten (10) feet of any existing municipal utility or service connection, Eversource shall provide, to the Superintendent and City Engineer for review and approval, support of excavation (SOE) plans, prepared and stamped by a Massachusetts-licensed Professional Engineer, depicting means and methods of trench shoring, and existing utility temporary support systems. The Superintendent and City Engineer will complete their review within ten (10) days and such approval shall not be unreasonably withheld.

2.13.4. Where utility mains cannot be safely supported in place or service cannot be operationally maintained, Eversource shall, at least thirty (30) days prior to performing ductbank work, submit water, sewer or drain line bypass plans to the Superintendent and City Engineer in accordance with documented City specifications, and all necessary permits to be obtained for that work.

214. Temporary Service Lines

2.14.1. Where service connections cannot be maintained in operation during construction, Eversource shall, at least forty-five (45) days prior to performing ductbank work, submit to the Superintendent and City Engineer temporary customer service line plans for review and approval and otherwise seek and secure all other necessary permits and authorizations. The Superintendent and City Engineer will complete their review within ten (10) days and such approval shall not be unreasonably withheld.

2.14.2. Eversource shall ensure reasonable customer satisfaction with all work performed in accordance with this paragraph. This includes but is not limited to: (a) providing reasonable prior notice to all affected customers of the anticipated service disruption associated with transfer to the temporary service line; and (b) consultation or notification with all affected customers concerning the timing of the transfer to the temporary service line.

2.15. Field Engineer.

2.15.1. The City shall have the option to hire or assign an independent engineering consultant (the “Field Engineer”), of the City’s own choosing, to observe civil construction of the Project and to act as a liaison between the City and Eversource on matters related to municipal utilities and similar facilities, as more specifically set forth below. The Field Engineer shall meet certain fundamental educational and experience requirements, including: (a) B.S. in Civil Engineering or Construction Management from an Accreditation Board for Engineering and Technology, Inc. (ABET) Accredited Program; (b) minimum 5 years’ experience with municipal water, drain and sewer utility systems design and/or construction; (c) ability to interpret construction plans and specifications; (d) experience in effective written and oral communication skills; and (e) prior experience acting as resident or field engineer/owners representative preferred. The total cost to be reimbursed by Eversource shall not exceed \$100,000 for a period of 36 weeks. Should the duration of civil construction extend beyond this time period, activities of the Field Engineer shall be reimbursed on a pro rata basis. Once Eversource has retained one or more contractors and has supplied to the Superintendent detailed construction sequencing plans, Eversource and the Superintendent shall consult in good faith concerning any adjustments to this total cost cap, as may be appropriate and to the benefit of either party. The total cost cap shall be increased, pursuant to such discussions, if construction sequencing plans or other information supplied by Eversource shows: (i) one or more crews undertaking construction for more than ten (10) hours during any one 24-hour period, irrespective of the number of discrete work locations; or (ii) one or more crews undertaking construction for more than fifty (50) hours during any seven (7) consecutive days.

2.15.2. The Field Engineer shall observe construction activities and cooperate in the exchange of utility information that supports site conditions, including potential damage assessments and utility relocations if necessary.

2.15.3. The Field Engineer shall work with Eversource’s Project Manager to resolve any field adjustments as quickly as possible. The Field Engineer shall be afforded all necessary City authority to approve changes in the field and to make sure Project construction proceeds in an efficient, safe and expeditious manner, but shall be authorized to exercise such authority only after making a reasonable attempt to consult with and secure the approval of the Superintendent or City Engineer. Such approval shall be presumed in the event neither the Superintendent nor the City Engineer responds within 24 hours of the Field Engineer’s reasonable attempt to consult.

2.15.4. It shall be the responsibility of the Field Engineer to document any field adjustments and update City officials in a timely manner.

2.15.5. The Field Engineer shall be hired and paid directly by the City. The City shall submit the invoices received from the Field Engineer to Eversource for reimbursement, on a monthly basis, along with a weekly report documenting the Field Engineer's work, including location, hours spent at each location, and activities or observations conducted at that location. Eversource shall timely pay the City's expenses for all Field Engineer work related to the Project.

2.16. **No Parking Signs.** Eversource shall provide notice of construction work, including posting of no-parking signs, to businesses and residents located near where construction is planned at least 48 hours in advance. To the extent possible, abutters shall be notified in advance of any implementation of no parking areas.

2.17. **Stop Work Orders.** The Superintendent, City Engineer, Chief of Police or Fire Chief, may issue an order to Eversource directing a halt to Project work where issuance of such an order is reasonably necessary to protect the public safety or health. After issuing a stop work order, the City Official or Officials who issued the order shall immediately and in good faith work with Eversource to address the concern, such that Project work can recommence as soon as practicable.

3. Post-Construction Matters

3.1. **As-Built Diagrams.** At the conclusion of Project construction, Eversource shall provide the Superintendent and City Engineer with as-built diagrams showing the location of the Project and all related equipment. As-built diagrams shall depict the locations and top and bottom elevations of all structures and duct banks at intervals of 25 feet.

3.2. **Post-Construction Video Sweep.**

3.2.1. Eversource, or its contractor, shall conduct a post-construction video sweep from the public right-of-way to document as-built construction conditions. Eversource shall provide the Superintendent reasonable advance notice of the sweep and shall allow one or more City officials, as designated by the Mayor, to observe the post-construction video sweep.

3.2.2. Before conducting the post-construction video sweep, Eversource or its contractor shall provide reasonable notice by mail to property-owners and residents abutting the approved Route within the City's borders. That notice shall inform the property-owners and residents: (a) that Eversource or its contractor will be conducting the video sweep from the public right of way; (b) the date and time of the video sweep; (c) supply Eversource contact information through which any property-owner may request that Eversource include in its

video sweep the front of the property-owner's house, including foundations; and (d) supply Eversource contact information through which any property-owner may request that Eversource provide a copy of the post-construction video to that property-owner.

3.2.3. Eversource shall provide to the Superintendent the post-construction video recorded from the public right of way and report of the inspection results within ten (10) days of the post-construction video sweep of the public right of way. Both the video and the report shall be public records as defined by G.L. c. 4 § 7, cl. 26, except as otherwise provided by law.

3.2.4. After concluding construction of the Project, Eversource shall meet with the Superintendent to develop, in good faith, mitigation, repair, or replacement procedures for sewer and drain structures and components identified as needing mitigation, repair, or replacement due to construction-related activities. Eversource is not responsible for pre-existing damage, or damage caused by third-parties, identified during the course of the post-construction video recording.

33 Sewer and Storm Drain Survey

3.3.1. After concluding construction, Eversource or its contractor shall make a closed-circuit interior video recording of the previously-inspected City sewer and drain structures and components along the Project route. Eversource or its contractor shall, where necessary, clean existing City sewer and drain structures and components along the Project route prior to making the video recording.

3.3.2. Eversource shall provide the Superintendent copies of the video recordings within a reasonable period.

3.3.3. Eversource is not responsible for pre-existing damage identified during the course of performing the cleaning and video recording of City sewer and drain structures.

34 Construction-Related Damages

3.4.1. Eversource shall be responsible to the City and to all private entities for any and all damage caused by Project-related construction or associated activities. Eversource shall contract with qualified and experienced contractors in the execution of Project construction work and shall work cooperatively with property owners and business owners to avoid disruptions and mitigate impacts to the extent practicable and to ensure that access to residences and businesses is maintained.

3.4.2. Eversource shall ensure, prior to commencing construction and at all times during Project construction, that any and all of its contractors are bonded and insured, pursuant to all applicable provisions of the Municipal Code.

3.4.3. Eversource shall replace or repair any municipal or private utility facilities or other property that: (a) is damaged during construction; or (b) are otherwise impacted by construction and caused to be unstable as a result, as reasonably determined by the Superintendent.

3.4.4. Replacements, repairs, and temporary bypasses shall be made in accordance with the City's established engineering standards as of the Effective Date of this Agreement, or other generally accepted utility construction standards if no City standards exist.

3.4.5. Eversource shall repair any water mains, gravity lateral services, service connections, or other City utilities that fail within 365 days after temporary repaving where such failure is a direct result of Project construction. Eversource shall make such repairs according to the best industry practices and at its own expense and subject to the City's established engineering standards, or other generally accepted utility construction standards if no City standards exist.

3.4.6. Eversource shall pay to repair or replace any City-owned property or structure, other than a City utility, damaged as a direct result of Project construction. Eversource shall make such repairs according to the best industry practices and at its own expense and subject to all reasonable conditions and directives issued by the Superintendent or designee.

3.4.7. Eversource shall be responsible for the repair or replacement of any City-owned property or structure, other than a City utility, damaged as a result of Project construction. Eversource shall make such repairs according to the best industry practices and at its own expense and subject to all reasonable conditions and directives issued by the Mayor, Superintendent, or City Engineer.

3.4.8. If a non-City property-owner, non-City business-owner, or resident suffers harm or has a dispute that has not been remedied, such person shall be entitled to initiate a claim process by contacting the Field Outreach Representative, calling the Project Hotline or sending an email as outlined on the Project web page. Communication of these methods of contact for any questions or concerns about the Project, as well as clear procedures for resolution, shall be required as a fundamental component of Eversource's outreach program and project communications. Procedures for resolution of such claims include the following: Depending on the type, nature and circumstances of the claim, it will be evaluated directly by Eversource and, if related to contractor activities, referred to the contractor for prompt resolution. For property damage, Eversource will investigate the issue and repair any damage caused by its actions. For contractor-related claims, Eversource will act as a liaison between the claimant and the contractor, and will monitor the contractor's resolution of the claim to ensure that any damage caused by Project activities is promptly addressed. If the damage is something that can be and is readily remedied, no claim form is required and the matter is considered resolved when the repair/replacement has been made. If the claim cannot be readily remedied or involves business disruption, the claimant would fill out a claim form with the necessary documentation. The claim will then

be promptly evaluated by the Eversource Project Claims Committee and, if warranted, resolved with the claimant. If not resolved, Eversource will provide the claimant with the reason(s) for the denial.

3.4.9. All replacements, repairs, relocations, bypasses, or other construction performed under this Section 3.3 shall be approved by the Superintendent or his designee prior to commencing work.

4. **EMF Monitoring and Reduction.**

41. Eversource shall agree to a written EMF monitoring plan, to be reviewed by the City Engineer. That plan shall not conflict with the protocols agreed-to by Eversource in connection with Eversource's Compliance Filing dated July 25, 2018 and filed with the Energy Facilities Siting Board in EFSB 16-02.

42. The plan shall include protocols for EMF monitoring by Eversource before and after the Project. Those protocols shall be substantially similar to those agreed-to by Eversource in connection with Eversource's Compliance Filing dated July 25, 2018 and filed with the Energy Facilities Siting Board in EFSB 16-02.

43. The City shall have the option to hire or assign an independent EMF consultant, of the City's own choosing and at the City's expense, to review Eversource's EMF monitoring plan for the City and thereafter to serve as a peer-reviewer and consultant for the City with respect to all EMF monitoring and related activities performed by Eversource.

44. To reduce EMF associated with the Project, Eversource shall implement, to the extent approved by the EFSB, the inverted delta equilateral conductor configuration, identified in Condition P of its EMF Compliance Report filed with the EFSB in EFSB15-04, for all portions of the Project within City limits.

5. **Approval by EFSB.**

51. The Parties agree that Eversource shall submit this Agreement for inclusion in the record in EFSB proceeding EFSB 18-03.

52. The Parties agree to jointly request that the EFSB, in proceeding EFSB 18-03, issue a Certificate of Environmental Impact and Public Interest under G.L. c. 164, § 69K in EFSB-18-03 that overrides the need for City Council to approve a GOL for Eversource to construct that portion of the Project within City limits.

53. The Parties agree that, notwithstanding issuance of such a Certificate, this Agreement shall remain effective and fully enforceable between the Parties. In the event that a provision of this Agreement and a provision of such a Certificate conflict such that the Company's compliance with both the

Agreement and the Certificate is impossible, then: (i) the Company shall provide notice to the City of such conflict, identifying with specificity the provisions in the Agreement and Certificate that are in conflict and explain with reasonable particularity why compliance with both is impossible; (ii) the Parties shall thereafter confer in good faith concerning reasonable alternative measures to implement the specific provisions of the Agreement at issue in a manner consistent with the Certificate.

54 The Parties agree that, notwithstanding the EFSB's potential approval of a Certificate of Environmental Impact and Public Interest under G.L. c. 164, § 69K in EFSB-18-03, the City shall retain and does not waive any and all enforcement rights reserved to local authorities under G.L. c. 164, § 69K, including but not limited to rights to enforce any and all terms or conditions of such a Certificate.

55 If the EFSB grants Eversource a Certificate as part of its Final Decision in EFSB 18-03 that is consistent with the terms of this Agreement, the City agrees to waive all rights to appeal, challenge, or collaterally attack in a judicial, administrative, or quasi-judicial proceeding the Final Decision of the EFSB in EFSB 18-03, as well as any rights to appeal, challenge or collaterally attack in a judicial, administrative, or quasi-judicial proceeding any other permit, license or approval needed for the Project from any other federal, state or local agency or permitting authority. Any such appeal, challenge, or collateral attack by the City of the Final Decision of the EFSB in EFSB 18-03 will nullify this Agreement, provided that the Company provides prior written notice to the City identifying the act or acts the Company believes constitute such an appeal, challenge, or collateral attack and the City has not cured such act or acts within 30 days of such notice. Any action to enforce the terms of this Agreement shall not constitute an appeal, challenge, or collateral attack as those terms are used in this section and shall not nullify the terms of this Agreement.

6. **Effective Date and Authority.**

61 This Agreement shall become effective (the "Effective Date") when all Parties have signed it and the "Execution Date" of this Agreement will be deemed the date this Agreement is signed by the last Party to sign it.

62 The City will not be deemed to have signed this Agreement until the Mayor has signed it after a majority vote of Woburn City Council approving the City signing this Agreement. In consideration for the EFSB process that is in the final stages and so that the EFSB has reasonable time to accommodate this agreement into their order, the City must provide final approval of this agreement by Thursday, February 21, 2019.

63 Eversource warrants that its signatory to this Agreement has the authority to act on behalf of Eversource.

64. The City warrants that the Mayor, with authorization by a majority vote of City Council, has authority to act on behalf of Woburn.

7. **Representatives.** Eversource shall designate one or more representatives to serve as its primary point of contact for the Project. The Mayor or their designee shall serve as the City's representative and primary point of contact for the Project. Eversource's representative shall be available to City officials by direct contact and shall provide quick responses to construction-related questions related to the Project with off hours availability for emergency situations.

8. **Notices.** Notices permitted or required under this Agreement will be deemed received (a) upon personal delivery, (b) upon one (1) business day following pickup by overnight courier and a receipt for such pickup is obtained, or (c) three (3) business days following mailing by certified mail, postage prepaid, return receipt requested. Notice under this Agreement shall be provided to the following addresses and/or facsimile numbers:

To the City: Ellen Callahan Doucette
City Solicitor
City of Woburn
Woburn City Hall
10 Common Street
Woburn, MA 01801

with copies to: Scott Galvin
Mayor
City of Woburn
Woburn City Hall
10 Common Street
Woburn, MA 01801

Woburn City Council
Attention: City Clerk
City of Woburn
Woburn City Hall
10 Common Street
Woburn, MA 01801

To EVERSOURCE: EVERSOURCE ENERGY
Attention: Todd Lanham
247 Station Drive
Mail Stop NE 390
Westwood, MA 02090
Email: todd.lanham@eversource.com

with a copy to: Eversource Energy Service Company

107 Selden Street
Berlin, CT
06037 Attention:
General Counsel
Fax:
860.665.5504

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof shall be directed.

9. **Term.** This Agreement shall remain in effect until completion of the Project; provided, however, that it will terminate immediately without further obligation of either Party if the installation of any transmission facilities in the City for the Project is finally disapproved.

10. **Enforceability.** Notwithstanding this Agreement's title as a "Memorandum of Understanding," the Parties agree that this Agreement constitutes a binding and enforceable contract. This Agreement shall be fully enforceable by and between the Parties.

11. **Miscellaneous.**

11.1 **Successors and Assigns.** This Agreement is binding upon, and inures to the benefit of, Eversource, the City, and their respective successors and assigns to the full extent permitted by law.

11.2 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one instrument.

11.3 **Governing Law.** This Agreement is governed by, and will be construed in accordance with, the laws of the Commonwealth of Massachusetts, exclusive of the conflicts of law rules of such Commonwealth.

11.4 **Amendment.** This Agreement may not be altered, modified, revised or changed, nor may any Party be relieved of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties.

11.5 **Conditions of Regulatory Agencies.** Notwithstanding anything herein to the contrary, Eversource's obligations to the City are contingent on the EFSB and other regulatory agencies' approvals of the Project, and subject to any conditions imposed by the EFSB and any other agencies in their respective orders and/or permits relative to the Project.

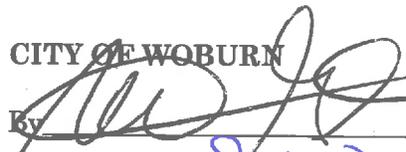
11.6 **Default.** Failure by either Party to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless a Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of the receipt of written notice of such failure from the non- defaulting Party and

thereafter fails to complete such cure, correction or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, as long as the Party exercises due diligence in remedying such default.

[Remainder of page intentionally blank]

The City and Eversource have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

~~CITY OF WOBURN~~

By 

Printed Name

Scott D. Galvin

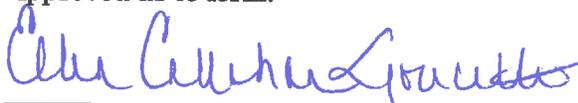
Title

Mayor

Date

2-21-19

Approved as to form:



City Solicitor

**NSTAR ELECTRIC COMPANY D/B/A
EVERSOURCE ENERGY**

By _____

Date _____

Kenneth B. Bowes
Vice President-ISO Policy, Siting and
Compliance
Eversource Energy Service Company,
as Agent for NSTAR Electric Company

The City and Eversource have caused this Agreement to be executed by their
duly authorized representatives as of the Effective Date.

CITY OF WOBURN

By _____

Printed Name _____

Title _____

Date _____

Approved as to form:

City Solicitor

**NSTAR ELECTRIC COMPANY D/B/A
EVERSOURCE ENERGY**

By *Kenneth Bowes*

Date 2/15/2019

Kenneth B. Bowes
Vice President-ISO Policy, Siting and
Compliance
Eversource Energy Service Company,
as Agent for NSTAR Electric Company

**COMMONWEALTH OF MASSACHUSETTS
ENERGY FACILITIES SITING BOARD**

NSTAR Electric Company d/b/a Eversource Energy))))	EFSB 18-03
---	------------------	------------

CERTIFICATE OF SERVICE

I certify that I have this day served the foregoing upon the Energy Facilities Siting Board and the Service List in the above-docketed proceeding in accordance with the requirements of 980 C.M.R. 1.03 (Siting Board’s Rules of Practice and Procedure).



Michael J. Koehler, Esq.
Keegan Werlin LLP
99 High Street, Suite 2900
Boston, Massachusetts 02110
(617) 951-1400

Dated: February 21, 2019