

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT ("Agreement") is entered into this ___ day of January 2018, between the Town of Newington, New Hampshire (the "Town") and Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), collectively (the "Parties"). Eversource and the Town may be collectively referred to herein as "the Parties".

WITNESSETH:

WHEREAS, Eversource is proposing to construct, own, operate and maintain a new 13-mile 115-kV electric transmission line between existing substations in Madbury, New Hampshire and Portsmouth, New Hampshire and to upgrade existing substations (collectively known as the Seacoast Reliability Project (the "Project")); and

WHEREAS, Eversource has submitted an application for a Certificate of Site and Facility for the Project to the New Hampshire Site Evaluation Committee ("SEC"); and

WHEREAS, a portion of the Project will be located in the Town ("Project Facilities"); and

WHEREAS, both the Town and Eversource desire that the Project be constructed in a manner that, to the extent practical, minimizes impacts to the environment and disruption to the public, provides reasonable assurance to the Town and its residents that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of the Town and Eversource to maintain an open line of communications regarding the construction of the Project in order to achieve common goals and establish consistent practices in furtherance of such goals; and

WHEREAS, the Town desires that Eversource comply with the following provisions during construction of the Project Facilities; and

WHEREAS, the Town and Eversource desire that the SEC adopt these provisions as conditions and incorporate them into any Certificate of Site and Facility it may grant Eversource for the Project;

NOW, THEREFORE, in consideration of the foregoing, the Town and Eversource hereby agree as follows:

I. PUBLIC INFORMATION, COMMUNICATIONS AND COMMENTS

- A. Public Inquiries and Comments. During construction of the Project Facilities, Eversource shall identify an individual(s), including phone number, email address, Project website and mailing address, posted at the Town Hall, who will be available for the public to contact with inquiries and comments. Eversource shall make reasonable efforts to respond to and address the public's inquiries and comments. This process shall not preclude the Town from acting on comments, provided however, that nothing in this paragraph shall be construed to allow the Town to respond to comments on behalf of Eversource.
- B. Signs. Signs shall be reasonably sized and limited to those necessary to facilitate construction, including but not limited to identification of the Project Facilities, warnings or liability information, construction information, or identification of private property. There will be no signs placed in the public ROW without the prior approval of the Town, except for those signs that are required as part of the traffic control plan, are in the area of the Newington Mall, are related to businesses within the Town, or are described in the SEC Application. After the completion of construction, signs visible from public roads shall be unlit and be no larger than twelve square feet, unless otherwise required by applicable permits or as otherwise approved by the Town.

II. EQUIPMENT AND FACILITIES

- A. Electrical Components. All electrical components of the Project Facilities shall conform to relevant and applicable state and national codes, and relevant and applicable international standards.

III. REPORTS TO THE TOWN

- A. Incident Reports. During construction of the Project Facilities, Eversource shall provide the following to the Chairman of the Board of Selectmen or the Chairman's designee as soon as practicable, but not later than thirty days after an incident within the Town: copies of all reports of environmental incidents or industrial accidents that require a report to the U.S. EPA, NHDES, OSHA or another federal or state government agency.

IV. USE AND EXCAVATION OF TOWN ROADS, FINANCIAL GUARANTEE FOR ROAD DAMAGE, LAYDOWN AREAS, AND MARSHALLING YARDS

- A. Public Roads. In the event that Eversource wishes to utilize Town roads for construction of the Project Facilities for oversize or overweight vehicles, and/or use during posted weight limit time periods, then Eversource shall:
1. Roadway Roads and Vehicle Load Notification/Road Inspections. No less than forty (40) days prior to the commencement of travel over Town roads by vehicles that shall exceed the Town's applicable road weight limits,

Eversource shall file a road weight limit exceedance notification with the Selectmen that identifies the proposed portions of all Town roads over which any project related vehicles whose weight and load exceeds the applicable road weight limits will be traveling. The notification shall include projected vehicle weights with loads, indicating which vehicles shall be traveling over which roads. The Town shall engage S.W. Cole Engineering, a mutually agreed upon professional engineering firm to conduct a series of explorations/borings, as necessary and where previous documentation is not available or insufficient. These explorations/borings shall be made only to the roads proposed to be used for construction access by such heavy vehicles to determine the thickness of the pavement section materials (pavement and aggregate base) and to characterize the grain size distribution and strength of the aggregate base and supporting subgrade materials. All reasonable and necessary costs associated with this engineering and investigations, after review and approval by the SEC Administrator, shall be paid directly by Eversource. These roads used for construction access shall also be subject to a pre- and post-construction survey, conducted by S.W. Cole Engineering, the mutually agreed upon professional engineering firm, to document the visual surface conditions that characterize seven (7) types of road conditions: 1) alligator cracking; 2) longitudinal cracking; 3) edge cracking; 4) patching any potholes; 5) roughness; 6) rutting; and, 7) roadside drainage. Based on the results of the explorations and pre-construction survey, the Selectmen reserve the right to suggest that Eversource use certain roadways or routes to access the proposed Project destination in order to minimize damage to certain Town roads. Should the Selectmen suggest that certain roadways or routes be used, Eversource will work with the Selectmen to the greatest extent practicable, to conform use of Town roadways to the Town's preferences. The pre- and post- construction explorations and surveys shall be utilized by the Town to inform the Town's engineers' judgments whether road damage has occurred from Eversource's heavy vehicle traffic which requires repair per this Agreement. S.W. Cole's pre-construction and post-construction road condition explorations/boring and visual survey work shall be provided simultaneously to the Selectmen and to Eversource. Eversource shall be included in all communications between any Town representative and S.W. Cole including meetings, emails, documentation and reports (draft, preliminary, final or any other status of documentation). The Town contract with S.W. Cole will explicitly define the communication requirements to include Eversource. The scope of work and costs associated with the pre- and post- construction surveys shall not exceed \$25,000 and must be submitted to Eversource for review and mutual agreement prior to the contract Notice to Proceed. Eversource's use of the Town's roadways by heavy vehicles that exceed the Town's weight limits shall not begin until 40 days after the Notice to Proceed, so that S.W. Cole shall have sufficient time to perform its pre-construction survey and inspections outlined above per the scope of work.

2. Acceptance by the Selectmen of heavy vehicles exceeding the Town roadway maximum weight limits is not a waiver of Eversource's obligation to repair all damage to Town roads traveled upon by Eversource or its contractors. Eversource acknowledges that it shall be responsible for the cost to repair Town roadway damage attributable to Project related traffic impacts by vehicles that exceed the town's weight limits, as measured by the pre-and post-construction surveys and analysis referenced above.
3. Eversource shall not have to file a Town Street and Right-Of-Way Excavation permit for any excavations within Town maintained roads and rights-of-way; however, Eversource shall adhere to Road Construction and Road Restoration standards set forth herein Section V, F, with the provision that unless the restoration of roadway standards are expressly addressed in Section V, F, Eversource shall restore the Town's roads to N.H. DOT standards. All roads shall be restored to its pre-existing condition or as close as practical, consistent with such standards under the inspection and supervision of the Town Engineer. Restoration of the non-paved portions of the Town's right-of-way, including grassland and landscaped areas shall follow the restoration standards set forth in Section V, F.
4. During construction of the Project Facilities, the Town shall provide the Applicant copies of roadway weight limit exceedance permits issued for all other construction vehicles and their weight that are using Nimble Hill Road, Gundalow Landing, and Little Bay Road that exceed the Town's weight restrictions.
5. Financial Guarantee for Damage Due to Road Weight Limit Exceedance and to Ensure Proper Town Road and Right-of-Way Excavation and Restoration. Prior to commencing road weight limit exceedance truck travel in Town and prior to any Town road excavation, Eversource shall provide the Board of Selectmen with a bond for a period of twenty-four months from the date of completion. The Parties agree the bond value shall be \$500,000. The only roads expected to be used by Eversource are Nimble Hill Road, Gundalow Landing and Little Bay Road.
6. In accordance with the New Hampshire Department of Transportation Utility Accommodation Manual, and prior to commencing construction, Eversource may take photographs or videos in sufficient detail to show the existing condition of the roads to be utilized by Eversource, including any area to be disturbed within the ROW, and shall furnish a copy of any such photographs or videos to the Town prior to the start of work.
7. As soon as possible temporarily repair, at Eversource's expense, any Town road damage caused directly by Eversource (or its contractors) at any time

to ensure safe passage. Final repair of Town roads shall be subject to the inspection and approval by the Town Engineer or his designee.

8. Reimburse the Town for reasonable costs associated with special police details, if required to direct or monitor traffic within the Town limits during construction of the Project Facilities.
 9. Upon a determination by the S.W. Cole Engineering that there has been damage to Town roads arising from project related heavy vehicle traffic, that will require repairs of restoration below the wearing course of the roadway, Eversource may (within 90 days) present to the Town its own information as to heavy vehicle road traffic causality or the Town's road damage repair cost determination and the Town shall consider such information. Should there be a dispute after the Town makes its final determination as to causality and repair cost, Eversource may within 90 days appeal the Town's determination to the SEC administrator, who shall hear the parties' information and shall make such determination as fairness and equity shall require.
- B. Access Roads. Eversource shall construct and maintain access roads that allow for year-round access to the Project Facilities at a level that permits passage of emergency response vehicles. Upon completion of the Project, Eversource shall restore the land to its pre-existing condition within the municipal right-of-way and to either the pre-existing condition or similar, unless the landowner shall otherwise agree, for land outside of the municipal right-of-way. Access to the Flynn Pit area shall be gated by Eversource in consultation with the Selectmen.
- C. Laydown Areas and Marshalling Yards. In the event that Eversource wishes to utilize property within the Town for laydown areas or marshalling yards to support the construction of the Project Facilities, then Eversource shall:
1. Identify and notify the Town of all property in Newington that it seeks to use for construction, operation or maintenance of the Project Facilities. The use of such property, if not previously disclosed and expressly permitted by the terms of the Certificate, shall be submitted for the approval of the SEC Administrator, with contemporaneous notice to the Town. The SEC Administrator may consider input by the Town and the public.

V. PROJECT CONSTRUCTION COMMITMENTS

- A. Stormwater Pollution Prevention Plans. – Prior to the commencement of construction of any Project Facilities, Eversource shall provide the Town with a copy of the New Hampshire Stormwater Pollution Prevention Plan, as approved by the NHDES showing the construction layout of the Project Facilities.

- B. Construction Schedule. Eversource shall provide the Selectmen and adjacent property owners with the proposed overall Project schedule at least thirty (30) days prior to the commencement of Project construction. At least fourteen (14) days prior to the commencement of construction activity for any Project Facilities, Eversource shall provide the Selectmen and adjacent property owners notification (e.g. door hanger, electronic mail, letter, telephone call, or any other reasonable means of notification) of construction in their neighborhood. The construction schedule shall be subject to change and the Selectmen are to be notified of such changes.
- C. Disposal of Tree Clearing Debris. Tree clearing will result in production of logs, and chips. Logs will be left adjacent to the Project ROW if requested by the property owner. If not, they will be trucked off-site. Chips will be disbursed on the ROW, if mutually agreeable to the property owner for soil stabilization at the direction of the Project environmental monitor or trucked off-site, subject to the above. All products removed from the Project ROW will be utilized or disposed of consistent with state law. Tree stumps shall not be unearthed and buried and will only be unearthed and removed if they are within access roads or construction pads. If removed, the tree stumps will be disposed of off-site, but shall not be disposed of at Town Facilities.
- D. Disposal of Construction Debris. Construction of the Project will require the removal of existing distribution poles, conductors and other line hardware. These materials will be removed from the ROW to an Eversource approved off-site recycling or disposal facility. All construction debris associated with construction of the new line will also be removed from the ROW and recycled or disposed as above. Handling of such materials will be performed in compliance with applicable laws and regulations.
- E. Construction Operation.
1. Construction of the Project Facilities shall not exceed a ten (10) hour work window between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday. Construction will not typically be conducted outside of the 10 hour work window, or on Sundays or holidays, absent written permission from a Town representative, including, any member of the Board of Selectmen or the Town Engineer, which shall not be unreasonably withheld. Exceptions to this schedule include, but are not to be limited to, outage-related construction, crossing of the bay and associated landing activities, work in the Crossing at Fox Run shopping center and the construction for crossing the Spaulding Turnpike.
 2. The start-up and idling of trucks and equipment will conform to all applicable New Hampshire Department of Transportation regulations. In addition, the start-up and idling of trucks and equipment on the Project

Facilities will typically be conducted between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

3. Notwithstanding anything in this Agreement to the contrary, upon mutual agreement between the Selectmen, or a representative designated by the Selectmen prior to the commencement of construction, and Eversource, which shall not be unreasonably withheld, over-sized vehicles delivering equipment and supplies may travel on Town roads between the hours of 7:00 pm and 6:00 am and on Sundays so that the timing of such over-sized deliveries will minimize potential disruptions to area roads and residents.
4. Construction Noise. Eversource will adhere to all applicable federal standards with respect to noise.

F. Road Construction and Road Restoration for Construction of Underground Segments. Eversource will comply with the following regulations when restoring or repairing all Town maintained roads within the Town following construction of the Project Facilities underground in those Town maintained roads and rights-of-way, although no separate permit shall be required by Eversource for such street and right-of-way excavation. As noted in Section IV, 3, all roads shall be restored to their pre-existing condition, to the extent practical, with the provision that unless the restoration standards are expressly addressed below, Eversource may restore the Town roads and right-of-way to NH DOT standards.

1. Proper inspection, at Eversource's sole expense, by the Town Engineer or his designee, shall be required for all excavation and right-of-way restoration and roadway repair work. The Town Engineer/Inspector shall check in and check out with the construction contractors when arriving and departing the inspection site. The inspector shall record the date and time of all inspecting work. The contractor shall notify the inspector for inspections of the work as directed by the Town Engineer.
2. All authorized road excavation and restoration work shall be performed Monday through Saturday, 7 a.m. – 7 p.m. from April 15th through November 15th unless Eversource obtains written permission from the Board of Selectmen to do work at another time. Such permission shall be granted only in the case of an emergency, in the event the work authorized by the permit is to be performed in a high traffic and congested area, or if in the best interest of the Town.
3. Eversource shall comply with current DIG-SAFE requirements as specified by NH state law.
4. Where it is necessary to cut and remove pavement, curb, sidewalk and/or other surface improvements, the material shall be cut and removed by means of equipment and tools suitable to the type of material to be

removed, and in a manner that results in a minimum amount of damage to adjacent improvements. NOTE: The saw cuts shall be required for all roadway excavations, and shall be a minimum of two (2) feet from the edge of the excavation. The first cut shall be for construction and the second shall be for the permanent patch.

5. A minimum of one lane of traffic shall be provided on streets at all times, unless a temporary detour is available. No opening or excavation in any street shall extend beyond the centerline of the roadway before being backfilled and the surface of the roadway made passable to traffic.
6. All trenches shall be backfilled with suitable, material in a thickness and material as specified by the Town of Newington's Construction Specifications for Residential Roadways, or Construction Specifications for Non-Residential Roadways, whichever is applicable. Connector Roadways such as, but not limited to, Little Bay, Fox Point, Nimble Hill, Old Post, Newington, McIntyre Roads and Patterson Lane shall be considered Non-Residential Roadways for purposes of these restoration standards.
7. Any excavation shall be backfilled, compacted and temporarily patched or plated at the completion of work. In no case, shall an open excavation be left overnight. All temporary patches shall be of an acceptable hot patch material depending on the location of the opening; plating is also an acceptable alternative. The contractor shall maintain effective 24/7 dust control measures in accordance with best management practices.
8. The surface of the street shall be permanently restored as soon as possible after completion of the work for which the permit has been given. No permanent street restoration will be allowed between November 15 and April 15. Eversource will be responsible for a permanent patch that meets the specifications of the Town of Newington for a period of two (2) years from the date of final inspection. Final restoration shall occur no sooner than one (1) year after permanent installation to the required standards. If at any time during this 24 month period the excavation requires any additional work (repair of settlement, loaming, seeding, etc.), Eversource will be responsible to complete this work in a timely manner following written notification by the Town. The Town of Newington reserves the right to repair any excavation at Eversource's expense if public safety dictates.
9. Any sidewalk affected shall be restored with a minimum of 6 inches of compacted crushed gravel placed beneath the pavement material. The pavement material shall be matched in kind, except that hot top shall be at least 2 inches thick and 3000 psi concrete a minimum of 4 inches thick.

10. With the approval of the underlying landowner on land outside of the municipal right-of-way, any existing grassland or landscaped area that is disturbed shall be restored with the stockpiled, original loam stored on site, with a minimum of 6 inches of compacted screened loam, fertilized, with a matching seed and mulched. No original loam shall be taken off site. Within the municipal right-of-way, any existing grassland or landscaped area that is disturbed shall be restored with the stockpiled, original loam stored on site, with a minimum of 6 inches of compacted screened loam, fertilized, with a matching seed and mulched. No original loam shall be taken off site.
 11. Eversource will furnish the Town with an as-built plan certified by a registered land surveyor or licensed professional engineer in PDF and CAD format for all underground installations.
 12. Eversource shall take all appropriate measures to assure that during performance of the excavation work, so far as practical, normal traffic conditions including vehicular, bicycle, and pedestrian traffic shall be maintained so as to cause as little inconvenience as possible to the occupants of the adjoining properties and to the general public.
 13. It shall be the responsibility of Eversource to provide all necessary cones, barricades, flashing lights, signs, qualified uniformed police officers and flaggers. Requests for uniform police officers shall be made at least 24 hours prior to the commencement of a traffic control assignment.
 14. Maintenance of traffic shall be accomplished by the use of flaggers or qualified uniformed police officers wherever construction restricts the flow of traffic on frequently traveled roads, or as required to direct traffic through or around the work or as ordered.
 15. When the work area encroaches upon a sidewalk, walkway or crosswalk area, protective barriers, together with warning and guidance devices and signs, must be utilized so that the passageway is safe and well defined.
 16. If acceptable traffic control is not maintained, as determined by the Selectmen, the Police Chief or their designee, the contractor may be required to suspend work that interferes with traffic.
- G. Insurance. At least fourteen (14) days prior to the commencement of any project construction, Eversource or its selected contractor shall provide the Board of Selectmen with a certificate of insurance, naming the Town of Newington as additionally insured, providing the following coverage:
- a. Comprehensive General Liability Insurance with limits of not less than

\$1,000,000 per occurrence for bodily injury, \$500,000 per occurrence for property damage, \$2,000,000 general aggregate, \$50,000.00 fire damage (any one fire) and \$5,000.00 for medical expenses (any one person).

- b. Automobile Liability Insurance with limits not less than \$1,000,000 per occurrence for bodily injury, and \$500,000 per occurrence for property damage.
- c. Worker's Compensation Insurance including Employer's Liability Insurance with limits of \$100,000 for each accident.
- d. In addition, it is agreed by the Town that Eversource shall be entitled to self-insure consistent with Eversource's usual and standard self-insurance practices as a utility operating company subsidiary of the Eversource Energy system of companies, and Eversource may provide its customary letter certification of its self-insurance obligations issued by the Eversource Claims & Insurance Department.

H. Indemnification. Eversource agrees to indemnify and save harmless the Town of Newington, NH from all claims and damage or injury, that may arise directly from or in connection with the encumbrance, obstruction or use of the street, highway, sidewalk or greenbelt within the Town's right-of-way as result of or in connection with the Eversource construction, but this shall not extend to any claims, damage or injury caused by or resulting from the conduct or omissions of the Town, its officers, employees, agents, contractors, and/or representatives, or the use of or activities within such street, highway, sidewalk or greenbelt by the public that is unrelated to Eversource's projects.

VI. ENVIRONMENTAL STANDARDS

- A. Wildlife Protection. As applicable, prior to commencing construction, Eversource shall provide the Town with copies of all protocols and plans for post-construction monitoring and impact mitigation related to wildlife that are contained in any permit condition or as a condition of the Certificate of Site and Facility issued by the NHSEC.
- B. Landscape Restoration. Eversource agrees to work with abutting landowners to establish reasonable and mutually agreeable vegetation screening plans on a case-by-case basis. This will include the planting of trees and shrubs of compatible species consistent with the safe operation and maintenance of the new line in residentially developed areas.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY

By: Mary Ellen Paravalos
Name: Mary Ellen Paravalos
Title: Vice President ISO, Siting, * Compliance
Date: January 31, 2018

TOWN OF NEWINGTON

By: Jan Stuart
Name: Jan Stuart
Duly Authorized
Title: Chair, Board of Selectmen
Date: 2/5/18

By: Michael Marconi
Name: Michael Marconi
Title: Selectman
Date: 2/5/18

By: Ted Connors
Name: Ted Connors
Title: Selectman
Date: 2/5/18