

THE STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE SITE EVALUATION COMMITTEE
DOCKET NO. 2015-06

SUPPLEMENTAL PRE-FILED DIRECT TESTIMONY
OF
WILLIAM J. QUINLAN

IN SUPPORT OF THE
APPLICATION OF NORTHERN PASS TRANSMISSION LLC
AND PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY
FOR A CERTIFICATE OF SITE AND FACILITY TO CONSTRUCT A NEW HIGH
VOLTAGE TRANSMISSION LINE AND RELATED FACILITIES IN NEW
HAMPSHIRE

March 24, 2017

1 small renewables in the North Country to the New England electric markets through the Coos
2 Loop upgrade, and significant reductions in carbon emissions.

3 Since filing its Application for Certificate of Site and Facility (“Application”), NPT has
4 performed an updated analysis of the substantial economic benefits that the Project will provide
5 to the state of New Hampshire. NPT has advanced the creation and governance structure of the
6 Forward NH Fund and has provided advance funding in a few limited instances where time
7 sensitive funding opportunities were aligned with the Fund’s objectives. Further, the \$7.5
8 million North Country Jobs Creation Fund has already distributed grant funds and will be
9 allocating additional funds in the near future. NPT is actively pursuing opportunities to fulfill its
10 commitment to make 5,000 acres in the North Country available for mixed uses. Finally, PSNH
11 has entered into a power purchase agreement (“PPA”) with Hydro-Québec to ensure that PSNH
12 customers will receive their fair share of low cost, clean hydroelectric power.

13 **Q. Please describe the updated assessment of saving and benefits conducted by**
14 **London Economics, Inc.**

15 A. In response to an SEC Order dated October 28, 2016, Northern Pass authorized
16 London Economics, Inc. to perform a recalculation of the projected benefits of the project based
17 on current market conditions. This analysis is reflected in the February 15, 2017 report titled
18 “Update of the Electricity Market Impacts Associated with the Proposed Northern Pass
19 Transmission Project” and the supporting testimony of Julia Frayer (“Updated Analysis”). This
20 updated analysis indicates that NPT will provide \$62 million in annual savings to New
21 Hampshire businesses and residential customers due to energy and capacity market price
22 suppression from the injection of low cost hydropower into the New England transmission
23 system.

24 While, NPT acknowledges the projected savings reflected in the Updated Analysis are
25 somewhat reduced from what was reflected in the October 16, 2015 Report, the projected
26 savings from NPT remain significant for the State and the region. Fluctuations in the results of
27 such an analysis are to be expected in an environment where market conditions and rules evolve
28 and change over time. Nonetheless, the Updated Analysis confirms the conclusions in the
29 October 16, 2015 Report that Northern Pass will create substantial wholesale electricity market
30 benefits in the form of lower electricity costs, benefiting consumers in New Hampshire and

1 across New England. In addition, the Updated Analysis confirms that Northern Pass will produce
2 significant reductions in carbon emissions across New England.

3 **Q. What is the basis for NPT's confidence in these projected savings?**

4 A. NPT has a high degree of confidence in the ability of the Project to produce the
5 substantial savings identified in the LEI Analyses for several reasons, including our own
6 experience building and operating transmission projects and Hydro-Quebec's long history of
7 providing power into to New England, including through the Phase II line that has been
8 operating in New Hampshire for decades. NPT and Hydro-Quebec have each invested
9 substantial time, resources and money into development of the Northern Pass project,
10 representative of the confidence of both parties that the Project will produce significant savings
11 for New Hampshire and the New England region.

12 **Q. Please describe the structure developed for the Forward NH Fund.**

13 A. The Forward New Hampshire Fund ("Forward NH Fund") has filed Articles of
14 Agreement with the New Hampshire Secretary of State and has received a Certificate of
15 Existence, copies of which are attached as Attachments A and B. Accordingly, the Forward NH
16 Fund will be governed by New Hampshire law as a non-profit corporation, subject to oversight
17 by the New Hampshire Attorney General's Office, Charitable Trust Division. In addition, the
18 Forward NH Fund is preparing to file a Form 1023 application with the Internal Revenue Service
19 seeking tax exempt status. Like all corporations, the Forward NH Fund will be subject to
20 governance by corporate bylaws that will be adopted by its Board of Directors at its initial
21 organizational meeting. It is anticipated that the initial bylaws will be in substantially the form
22 attached as Attachment C. Pursuant to those bylaws, the Forward NH Fund will be administered
23 as a standalone 501(c)(3) organization, fully independent of Eversource and NPT. The Fund will
24 operate through a qualified Chief Executive Officer reporting to what is expected to be a nine-
25 member Board of Directors. A search for qualified individuals to serve on the initial Board of
26 Directors will begin shortly and will coincide with the IRS review of the Form 1023 application.
27 At the conclusion of the search, expected by mid-year, the incorporators will be instructed to
28 identify the full initial Board of Directors. Once the initial Board of Directors is in place, it will
29 adopt bylaws and develop guidelines to carry out the purpose of the Forward NH Fund, as set
30 forth in the Articles. Subsequently, the Forward NH Fund will consider proposals or requests
31 for funding from New Hampshire residents, businesses, municipalities, communities, and non-

1 profit groups. Advisory Boards of subject matter experts within each of the Fund's priority
2 funding areas of economic development, community betterment, clean energy innovation and
3 tourism, as well as North Country development will review each such proposal and make
4 funding recommendations to the Board of Directors. The Board of Directors will make final
5 decisions regarding the allocation of funding. Moreover, the Forward NH Fund will work to re-
6 invest a portion of the \$200 million commitment to further its objectives and ensure the ability of
7 the Fund to provide benefits to the state of New Hampshire for decades to come.

8 **Q. Please describe the advance funding that has already been provided through**
9 **the Forward NH Plan.**

10 A. As part of the Forward NH Plan, Northern Pass has already allocated
11 approximately \$5.5 million to time sensitive projects consistent with the Fund's priority funding
12 areas including certain investments in the North Country. The most significant of these
13 commitments is loan funding to the Balsams Resort to facilitate its redevelopment. In addition,
14 NPT has agreed to allocate to the New Hampshire Public Utilities Commission the right to make
15 funding allocation decisions concerning \$20 million of the Fund over a ten (10) year period.
16 This commitment was made as part of a Settlement Agreement with PUC Staff in Docket No.
17 DE 15-459, discussed further below.

18 **Q. Please describe the advance loan funding provided to the Balsams Resort.**

19 A. In early 2016, advance loan funding was made available through the Forward NH
20 Plan to the Balsams in the amount of \$2 million to assist with ongoing development activities.
21 Earlier this week, the Balsams announced the advancement of its application to the New
22 Hampshire Business Finance Authority ("BFA") made possible by a further commitment
23 through the Forward NH Plan to provide an additional \$3 million in loan funds to support
24 remaining development activities that will help the Balsams move toward financial close and the
25 start of construction. This combined investment of \$5 million in the Balsams will help foster
26 economic development, grow the tourism industry, and bring direct and indirect jobs to New
27 Hampshire's North Country. We are pleased to make this further investment in the Balsams
28 because we recognize that the Balsams' rebirth will be transformational for the North Country.
29 In short, this opportunity exemplifies the substantial benefits the Forward NH Plan will bring to
30 New Hampshire.

31

1 **Q. Have there been any updates to the North Country Jobs Creation Fund?**

2 A. Northern Pass has already provided \$200,000 to the North Country Jobs Creation
3 Fund (“NCJCF”) in advance seed money, and the NCJCF has funded several early action grants,
4 to six businesses providing a broad range of products and services. One such example is the
5 Dancing Bear at River’s Edge in Colebrook, NH which received \$22,500 in matching funds to be
6 used for exterior siding improvements to make the facility more appealing to tourists. A letter
7 from the recipient of these funds describing in detail the impact that the NCJCF grant had on his
8 business is attached as Attachment D. The NCJCF expects to make further funding allocations
9 in the near future.

10 **Q. Has NPT taken any steps to fulfill its commitment to make land available for**
11 **mixed use?**

12 A. Yes, NPT has been actively engaged in discussions with several parties regarding
13 potential uses for its North Country land holdings, in addition to commitments it has already
14 made to the Department of Environmental Services as part of its formal mitigation plan. Such
15 potential opportunities include a variety of business and recreational uses that have the potential
16 to advance tourism, as well as economic and community development. One such opportunity
17 that is being actively explored is a concept for a multi-recreational facility involving North
18 Country business owners and a major U.S. manufacturer. While these opportunities remain
19 under discussion and negotiation, NPT is fully committed to identify appropriate opportunities to
20 make its North Country land holdings available for mixed uses.

21 **Q. Please describe the Power Purchase Agreement (“PPA”) between Eversource**
22 **NH and Hydro Québec and its current status.**

23 A. On June 28, 2016, Eversource and Hydro-Québec reached a significant agreement
24 that ensures Eversource customers in New Hampshire will receive a substantial supply of clean
25 energy from the Northern Pass hydroelectric transmission project. The PPA has been submitted
26 to the New Hampshire Public Utility Commission for review and approval. The PPA is expected
27 to deliver additional benefits that will increase the total estimated energy cost savings for New
28 Hampshire customers.

29 The PPA will: (1) ensure that New Hampshire receives no less than its regional load ratio
30 share of the energy delivered over NPT during on-peak hours when energy and reliability
31 benefits are highest to PSNH’s customers; (2) create a stable pricing formula that reduces

1 volatility; and (3) ensure that all environmental attributes associated with the energy delivered
2 under the PPA would be transferred to PSNH for the benefit of its customers. In broad terms,
3 under the PPA, PSNH will receive a substantial supply (approximately 400,000 MWh/Year) of
4 firm, on-peak energy from renewable resources equal to approximately 20 MW and estimated to
5 provide approximately \$100 million in savings to PSNH customers over its term. Additionally,
6 PSNH will receive all of the environmental attributes associated with the Hydro-Quebec
7 renewable resources for the delivered energy over time, such attributes could provide up to \$300
8 million in benefits to New Hampshire customers over the term of the PPA.

9 **Public Utility Status**

10 **Q. Please describe NPT's status as a public utility in the State of New**
11 **Hampshire.**

12 A. Concurrent with its Application to the Site Evaluation Committee, NPT petitioned
13 the New Hampshire Public Utilities Commission for permission to commence business as a
14 public utility in the State of New Hampshire. On October 14, 2016, the PUC approved NPT's
15 Petition and granted NPT the requested authority to act as a public utility.

16 **Q. What benefits are associated with NPT being authorized to conduct business**
17 **in the State of New Hampshire as a public utility?**

18 A. As a public utility, NPT will be subject periodic reporting requirements and PUC
19 oversight over safety and operational matters. In addition, as noted above, as part of the
20 Settlement Agreement with PUC Staff in Docket No. DE 15-459, as part of its Forward New
21 Hampshire Plan, NPT committed to allocate \$20 million over a ten-year period to fund clean
22 energy and energy efficiency in the State. Specifically, upon the initial operation of the Northern
23 Pass Project, NPT will contribute \$2 million per year for the first ten years of operation to
24 support programs that advance clean energy innovation, community betterment, and economic
25 development in New Hampshire, including the "Core" energy efficiency programs operated
26 under the Commission's authority. Final allocation of the funds to specific initiatives shall be
27 determined by the Commission.

28

Outreach

1
2 **Q. Please describe NPT's outreach efforts to host municipalities since filing the**
3 **Application.**

4 A. NPT has continued its outreach to the host municipalities along the 192-mile
5 transmission route. Project representatives have engaged in and been available to participate in
6 meetings with municipal representatives to provide information on project design and benefits
7 and address municipal concerns. In December 2016, letters were sent to the twelve affected
8 towns providing advance notice of our design submittals to the New Hampshire Department of
9 Transportation.² Since then, NPT has provided information to host communities on estimated
10 tax revenues that these communities will receive once the project goes into service. Most
11 recently, NPT has reached out to host communities to offer to have discussions about stipulations
12 that could be presented to the SEC on a range of issues including, for example, construction
13 impacts, hours of construction, access roads, laydown areas, and any other issues of local
14 concern. Representative samples of the recent correspondence to host communities regarding
15 the DOT submittals, tax revenues and inviting discussions about construction impacts are
16 attached as Attachments E, F and G.

17 **Q. Please describe what stipulations and/or agreements NPT has been able to**
18 **make with host municipalities.**

19 A. The Applicants have reached out to each host municipality along the route to
20 discuss construction of the project, tax revenues and any other issues of importance to the towns.
21 The City of Franklin recently authorized its City Manager to develop a construction
22 Memorandum of Understanding ("MOU") with NPT. NPT anticipates that this MOU will be
23 finalized in the near future. Discussions with other municipalities regarding potential
24 construction MOUs are also underway. A template which includes standard terms for such an
25 MOU is attached as Attachment H. The Applicants respectfully request that the Committee
26 include the terms of any such MOU that may be subsequently finalized, as conditions in any
27 Certificate of Site and Facility issued by the Committee. The Applicants remain committed to
28 working with each municipality to alleviate concerns over project impacts and resolve as many
29 issues as is possible throughout siting and construction.

² Clarksville, Stewartstown, Plymouth, Pittsburg, Bethlehem, Sugar Hill, Franconia, Easton, Woodstock, Thornton, Campton, and Bridgewater

1 **Q. During the course of this proceeding, parties have claimed that because one**
2 **of the Applicants, PSNH, has engaged in property tax litigation in the past with certain**
3 **New Hampshire towns, the property tax benefits being asserted by NPT in the 31 host**
4 **Towns may not be accurate. Please explain.**

5 A. PSNH is a public utility that has a duty to serve its customers by furnishing and
6 maintaining adequate, efficient, just, and reasonable services to promote the health and safety of
7 the public. As part of this obligation, PSNH maintains a policy that it should not overpay
8 property taxes in excess of the amount that is reasonably due to each municipality. As all
9 property taxes paid by PSNH are recouped from customers through rates, PSNH strives to pay
10 only those costs that are reasonably due.

11 **Q. What assurance does NPT offer to host communities that it will not seek tax**
12 **abatements?**

13 A. NPT has made a pledge not to seek to abate tax assessments that are consistent
14 with the straight line depreciation method commonly used for valuation of utility assets. This
15 pledge is attached as Attachment I and NPT would be willing to have that pledge, as drafted,
16 become a Certificate condition. The estimated tax revenues that NPT has provided to host
17 communities are based on this methodology and, therefore, represent a conservative and
18 reasonable approximation of the tax revenues that will inure to host communities once the
19 project is built. Regardless of whether circumstances arise in the future which warrant an
20 abatement, NPT represents a substantial source of new revenue to most host communities. NPT
21 has provided current information to host communities regarding the anticipated tax revenues that
22 will be generated by NPT once the project is placed into service and have offered to engage in
23 discussions regarding tax revenues, if desired by any host community. See Attachment F.

24 **Q. What steps are being taken to work with business owners along the route to**
25 **address concerns about construction impacts?**

26 A. NPT has begun outreach to approximately 244 business owners in 12 towns along
27 the underground portion of the route to ensure coordination with businesses throughout
28 construction. A representative sample of the recent correspondence from NPT to these business
29 owners is attached as Attachment J. We expect to expand this effort to include business owners
30 along the overhead portions of the line in the near future. Our commitment to all business
31 owners includes ensuring continuous access to their places of business during construction,

1 timely communication, a 24 hour call-in number and on-line feedback, in person meetings, as
2 needed, consideration of community events and other local activities as well as working with
3 local chambers and other groups to promote continued commerce throughout construction. The
4 project is consulting with Louis Karno, a firm that was instrumental in designing and
5 implementing the business outreach program for Concord's Main Street construction project, and
6 is in the process of finalizing a detailed business coordination plan to help facilitate
7 communication and coordination with businesses along the route and to ensure that our
8 commitments to businesses are met during the construction period.

9 NPT has also worked with business owners along the route, as requested, to answer
10 questions and address concerns. One recent example is illustrated by the attached
11 correspondence submitted to the SEC by Yizchok Rudich of the Presidential Mountain Resort,
12 developer of a hotel project in Bethlehem, NH. As indicated in the letter, NPT has been working
13 collaboratively with the developer in an effort to address its development needs as they relate to
14 the proposed Northern Pass Project. See Attachment K attached.

15 **Q. What steps are being taken to work with property owners along the route to**
16 **address concerns about property values?**

17 A. Based on the report titled, High Voltage Transmission Lines and New Hampshire
18 Real Estate Markets: A Research Report, by James Chalmers of Chalmers & Associates, NPT
19 has developed a Guarantee Program ("Program") designed to ensure that owners of those
20 properties Mr. Chalmers identified as most likely to see property value impacts do not incur an
21 economic loss in the event of a sale within 5 years after construction begins. The Program
22 includes eligibility criteria aligned with Mr. Chalmers findings, an opt out provision exercisable
23 by owners of eligible property, a right of first refusal requirement and the process by which an
24 owner of eligible property may seek payment for diminution in property value. See the Program
25 Overview provided as Attachment L.

26 **Q. How will NPT handle any potential claims of property damage allegedly**
27 **caused during the construction of the Project?**

28 A. In the event a property owner believes that construction activities associated with
29 Northern Pass have resulted in property damage, a property owner may initiate a claim by
30 following the claims process reflected in Attachment M. This information will be made readily

1 available on the Project's website. Inquiries about the process can also be made by contacting
2 our 24 hour call in number.

3 **Competitive Solicitations**

4 **Q. Please explain the results of the Tri-State Clean Energy RFP that were**
5 **discussed in the original pre-filed testimony of James A. Muntz dated October 16, 2015.**

6 A. NPT submitted a proposal to the Tri-State Clean Energy RFP on January 28,
7 2016, which sought to select proposals for up to 2,750 gigawatt hours (GWs) of clean energy
8 consisting of wind, solar, and hydroelectric power. On October 25, 2016, the selection
9 committee selected clean energy projects that represent approximately 460 megawatts (MWs) of
10 wind and solar energy for the New England market. The selected projects represented only a
11 fraction of the potential quantity that could have been procured; moreover, no transmission
12 projects were selected. As discussed at prior public hearings and through responses to the
13 Applicants' data requests, the Project has successfully continued to navigate the permitting
14 process before the New Hampshire and federal regulatory agencies. The Tri-State Clean Energy
15 RFP represented one of a number of potential opportunities for the Project to deliver benefits to
16 the State of New Hampshire and the region as a whole.

17 **Q. What other opportunities are there for NPT in the marketplace?**

18 A. NPT has the ability to deliver 1090 MW of clean hydro power into the New
19 England market. This can be accomplished by selling into the market, through power purchase
20 agreements or through requests for proposals. On August 8, 2016, Governor Charlie Baker
21 signed into law Bill H.B. 4568, Chapter 188 of the Acts of 2016, an Act to Promote Energy
22 Diversity ("Act"). The new law requires Massachusetts to solicit long-term contracts—lasting
23 15 or 20 years—to procure 1,600 megawatts of offshore wind power and another 1,200
24 megawatts of hydropower or other renewable resources, such as land-based wind or solar. The
25 legislation clearly contemplates large scale hydro portfolios like those offered by Hydro-
26 Quebec.

27 **Q. Is NPT seeking to submit a proposal or bid in response to any other**
28 **competitive solicitation?**

29 A. Yes. NPT and its partner, HQ, anticipate submitting a bid in response to the
30 Massachusetts solicitation ("MA RFP") mandated by the Act. On February 2, 2017, a draft RFP
31 was issued seeking bids for 9,450,000 megawatt-hours ("MWh") of clean energy, which is

1 consistent with the statute. The final Massachusetts RFP is anticipated to be issued on or about
2 March 31, 2017. NPT expects to submit a responsive proposal by the due date of July 27, 2017.
3 According to the information currently available, selections will be made by late January 2018.

4 **Q. If NPT's proposal is successful in the MA RFP, how will that affect the**
5 **benefits to New Hampshire?**

6 A. New Hampshire benefits will not be adversely affected by NPT's success in the
7 MA RFP. A substantial portion of those benefits are based on the wholesale market suppression
8 effect of injecting 1090MW of power into the New England market. These benefits will occur as
9 long as power flows over NPT onto the New England grid. The benefits associated with the PPA
10 would also not be affected by NPT's success in the MA RFP.

11 **Q. If NPT's proposal is not successful in the MA RFP, will the project go**
12 **forward?**

13 A. Our development of NPT is not predicated on the outcome of any one solicitation.
14 As I have previously stated, given the large and growing demand for clean energy across the
15 region, we believe there will be a number of opportunities for a project like Northern Pass to
16 successfully secure contractual commitments for delivery of low cost, clean hydropower. The
17 MA RFP is one of those opportunities. Regardless of the outcome of the MA RFP, the
18 Applicants intend to move forward with the development of Northern Pass.

19 **Transmission Service Agreement**

20 **Q. What is the status of the Transmission Service Agreement between NPT and**
21 **Hydro-Quebec?**

22 A. The TSA, which specified the respective rights and obligations of the parties,
23 including terms for cost recovery and decommissioning, remains in full force and effect. The
24 term of the TSA began on the original execution date of October 4, 2010, and continues 40 years
25 from the time the Northern Pass transmission line begins commercial operation, unless it is
26 earlier terminated. No such termination has occurred.

27 **Q. Will there be changes to the TSA that impact New Hampshire customers if**
28 **NPT is selected as a winning bidder in the MA RFP?**

29 A. If the Northern Pass project is selected in the MA RFP, the TSA will be modified
30 and/or complemented by one or more other agreements at that time. In any event, under no

1 circumstances would any such agreements impose cost obligations on New Hampshire
2 customers.

3 **Q. Does this conclude your testimony?**

4 A. Yes, it does.

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Business ID : 766685
William M. Gardner
Secretary of State
State of New Hampshire

**ARTICLES OF AGREEMENT
OF
A NEW HAMPSHIRE NONPROFIT CORPORATION**

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following Articles:

ARTICLE I

The name of the Corporation shall be:

“Forward New Hampshire Fund”.

ARTICLE II

The purposes for which this corporation is established are:

A. The Corporation is organized exclusively for charitable and educational purposes, including for such purposes as the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

B. Included among the educational and charitable purposes for which the Corporation is organized, as qualified and limited by the other paragraphs of these Articles, are the following purposes and powers:

(1) to promote the economic well-being of the State of New Hampshire by supporting programs associated with stimulating economic development in economically distressed areas, including enterprise zones, urban renewal areas, the North Country of New Hampshire, targeted industrial development areas and low income neighborhoods; improving employment and job skills training for low-income, young or unemployed persons; providing financial assistance in the form of grants, loans and investments to businesses that can contribute to increased employment for New Hampshire citizens, including within the tourism industry; working in partnership with state and local governments and other non-profit economic development organizations to achieve their economic goals within New Hampshire; providing technical, administrative and management assistance to businesses operating within economically distressed areas, including facilitating the adoption of clean energy technologies and innovations across all economic sectors; in each case in a manner that will serve to lessen the burdens on state, county and local governments within New Hampshire and to promote the social welfare of New Hampshire citizens; and

(2) to have all powers, and do all acts, necessary, suitable and proper for the accomplishment of any of the purposes set forth in these Articles, all to be carried out and performed in accordance with the Corporation's By-Laws and in a manner not inconsistent with these Articles, any provision of the Internal Revenue Code, and any provision of RSA Chapter 292 or other state law.

ARTICLE III

A. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

B. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

C. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on: (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE IV

The provisions for establishing membership and participation in the Corporation are:

A. The corporation shall not have members.

B. The affairs of the corporation shall be managed by its Board of Directors in accordance with the corporation's Bylaws and in a manner not inconsistent with these Articles, any provision of the Internal Revenue Code, and any provision of RSA Chapter 292 or other state law.

ARTICLE V

The provisions for disposition of the corporate assets in the event of dissolution of the Corporation including the prioritization of rights of shareholders to corporate assets are:

Upon the complete termination or complete dissolution of this Corporation, the Board of Directors shall, after paying or making provision for the payment of all debts and obligations of the Corporation, if any, distribute all the assets of the Corporation in a manner consistent with the purposes described in these Articles, provided that the assets are distributed for one or more exempt purposes described in Section 501(c)(3) of the Internal Revenue Code, or to one or more organizations exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, or to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations.

ARTICLE VI

The New Hampshire address at which the business of this corporation is to be carried on is:

One Capital Plaza, Concord, New Hampshire 03302, and other such locations as may be determined by the corporation's Board of Directors.

ARTICLE VII

The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

The corporation shall not have any capital stock or shares or membership certificates.

ARTICLE VIII

Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is:

Each Director and each Officer of the Corporation shall not be personally liable for any debt or liability of the Corporation. To the fullest extent now or hereafter permitted by law, no Director or Officer shall be personally liable to the Corporation for monetary damages for breach of their fiduciary duties as a Director or as an Officer.

ARTICLE IX

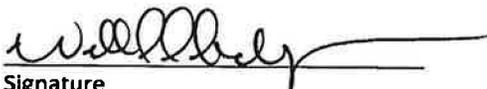
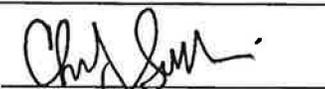
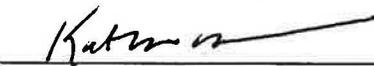
Provision authorizing amendment of these Articles:

These Articles of Agreement of the Corporation may be amended by a resolution proposed by a director and approved by not less than two-thirds of all directors, at any meeting of the Board of Directors; provided, however, that written notice of the proposed amendment shall be specified in the notice of the meeting, and provided further that such action shall otherwise be taken in accordance with the corporation's bylaws and in a manner not inconsistent with these Articles, any provision of the Internal Revenue Code, and any provision of RSA Chapter 292 or other state law. Directors not present at the meeting may express their approval in writing within ten (10) days after such meeting.

(This space is intentionally left blank.)

ARTICLE X

Signature and post office address of each of the persons associating together to form the corporation:

1.	 Signature	<u>One Capital Plaza</u> Street
	<u>William F. Ardinger</u> Name	<u>Concord</u> <u>NH</u> <u>03301</u> City/Town State Zip
2.	 Signature	<u>One Capital Plaza</u> Street
	<u>Christopher J. Sullivan</u> Name	<u>Concord</u> <u>NH</u> <u>03301</u> City/Town State Zip
3.	 Signature	<u>One Capital Plaza</u> Street
	<u>Kathryn H. Michaelis</u> Name	<u>Concord</u> <u>NH</u> <u>03301</u> City/Town State Zip
4.	 Signature	<u>One Capital Plaza</u> Street
	<u>Olga J. Goldberg</u> Name	<u>Concord</u> <u>NH</u> <u>03301</u> City/Town State Zip
5.	 Signature	<u>One Capital Plaza</u> Street
	<u>Alexandria B. Russell</u> Name	<u>Concord</u> <u>NH</u> <u>03301</u> City/Town State Zip

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE
OF
FORWARD NEW HAMPSHIRE FUND

This is to certify that **FORWARD NEW HAMPSHIRE FUND** is registered in this office as a **New Hampshire Nonprofit Corporation** to transact business in New Hampshire on 3/22/2017 11:34:00 AM.

Business ID: 766685



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of March A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

These DRAFT Bylaws (03-24-17) are subject to review, change and final approval by the Board of Directors of Forward New Hampshire Fund upon organization of the corporation.

**BYLAWS
OF
FORWARD NEW HAMPSHIRE FUND**

ARTICLE I

Name

The name of this corporation, a New Hampshire non-profit corporation organized under New Hampshire Revised Statutes Annotated Chapter 292, shall be Forward New Hampshire Fund (the "Corporation").

ARTICLE II

Location

Section 2.1. Principal Office. The principal office of the Corporation is located at One Capital Plaza, Concord, New Hampshire 03302.

Section 2.2. Other Offices. The Corporation may also have offices at such other places, within or without the State of New Hampshire, where it is qualified to do business, as its business may require and as the Board of Directors may from time to time designate.

ARTICLE III

Powers and Purposes

Section 3.1. Purpose. The purposes of the Corporation shall be to promote the economic well-being of the State of New Hampshire by supporting programs associated with stimulating economic development in economically distressed areas, including enterprise zones, urban renewal areas, the North Country of New Hampshire, targeted industrial development areas and low income neighborhoods; improving employment and job skills training for low-income, young or unemployed persons; providing financial assistance in the form of grants, loans and investments to businesses that can contribute to increased employment for New Hampshire citizens, including within the tourism industry; working in partnership with state and local governments and other non-profit economic development organizations to achieve their economic goals within New Hampshire; providing technical, administrative and management assistance to businesses operating within economically distressed areas, including facilitating the adoption of clean energy technologies and innovations across all economic sectors; in each case in a manner that will serve to lessen the

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burdens on state, county and local governments within New Hampshire and to promote the social welfare of New Hampshire citizens.

Section 3.2. Powers. The Corporation shall have all the powers necessary to carry out the foregoing purposes and all the powers of non-profit corporations organized under the laws of the State of New Hampshire.

Section 3.3. Limitations.

(1) The Corporation shall be an equal opportunity employer, and it shall not discriminate on the basis of age, race, color, creed, sex, disabilities, financial status, or national origin (i) in the persons serviced, or in the manner of service; (ii) in the hiring, assignment, promotion, salary determination, or other conditions of staff employment; (iii) in the selection of members; or (iv) in the membership of its Board of Directors.

(2) The Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code, or any successor provision.

(3) The Corporation is not organized for pecuniary profit and shall not have any capital stock. No part of its net earnings or of its principal shall inure to the benefit of any officer director of the Corporation, or any other individual, partnership or corporation, but reimbursement for expenditures or the payment of reasonable compensation for services rendered shall not be deemed to be a distribution of earnings or principal.

(4) On dissolution, after provision is made for payment of debts, all property of the Corporation, from whatever source arising, shall be distributed only to such organizations as are then exempt from tax by virtue of Section 501(c)(3) of the Internal Revenue Code, or any successor provision, and as the Board of Directors of the Corporation shall determine, unless otherwise provided in the instrument from which the funds to be distributed derive.

(5) No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE IV

Members

The Corporation shall not have members.

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ARTICLE V

Board of Directors

Section 5.1. Powers. The Directors shall supervise and control the business, property and affairs of the Corporation, except as otherwise provided by law, the Articles of Agreement of the Corporation, or these Bylaws.

Section 5.2. Number. There shall be a Board of Directors of the Corporation which shall be comprised of not less than nine Directors and not more than 15 Directors. Upon the organization of the Corporation (the "Commencement Date"), the initial Board of Directors shall be comprised of nine Directors.

Section 5.3. Qualifications. A Director shall not be at any time during his or her term:

- (1) a director, officer, or other employee or former employee of Eversource Energy, Northern Pass Transmission LLC, Public Service Company of New Hampshire or any affiliate of any of such entities; or
- (2) an immediate family member of any person who is excluded from service as a member of the Board of Directors by paragraph (1) above.

In addition, the Board of Directors shall, at all times, have at least five members who are not of the same immediate family or related by blood or marriage.

For purposes of this Section 5.3, the term "immediate family member" means a person's spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, grandparent, grandchild, great grandchild, and includes any adopted, half, and step family members.

If any person serving as a Director shall take an action that causes him or her to violate the qualification requirement set forth in this Section 5.3, then such person shall immediately be removed as a Director without further action of the Board, and the position held by such person shall be vacant.

Section 5.4. Election. The incorporators who signed the Articles of Agreement of the Corporation shall, by written instrument signed by a majority of such incorporators, appoint each of the Directors who shall comprise the initial Board of Directors of the Corporation, and, thereafter, members of the Board of Directors shall be elected in accordance with these Bylaws by action of the Board of Directors at its annual meeting.

Section 5.5. Classes and Term. At the time of his or her election, each Director shall be assigned to Class A, Class B, or Class C, each of which shall consist of at least three Directors. Each Director shall hold office for a term of three years or until his or her successor is duly

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elected, except that each member of the initial Board shall be assigned by the signers of the Articles of Agreement to a specific class as follows:

(1) Directors in Class A shall have their term expire as of the first annual meeting of the Corporation following the Commencement Date (and every three years thereafter);

(2) Directors in Class B shall have their term expire as of the second annual meeting of the Corporation following the Commencement Date (and every three years thereafter); and

(3) Directors in Class C shall have their term expire as of the third annual meeting of the Corporation following the Commencement Date (and every three years thereafter).

Section 5.6. Service Limitations. No Director shall serve more than two consecutive three-year terms, but may be reelected after a lapse of one year.

Section 5.7. Vacancies and Newly Created Directorships. Any newly-created Directorships and any vacancies on the Board of Directors arising at any time and from any cause may be filled by the affirmative vote of a majority of the full number of Directors then in office acting at a meeting of the Board of Directors, the notice of which has specified the proposed appointment. A Director elected to fill a vacancy shall be elected for the unexpired term of the member's predecessor in office.

Section 5.8. Resignation. Any director may resign at any time upon written notice to the Chairperson of the Board. Unless otherwise specified in the notice of resignation, the resignation shall be effective as of the annual meeting that follows the date of such notice and acceptance of such resignation shall not be necessary to make it effective.

Section 5.9. Removal. Any Director may at any time be removed from office for any cause deemed sufficient by the Board of Directors by the affirmative vote of two-thirds of the full number of Directors then in office acting at a meeting of the Board of Directors, the notice of which has specified the proposed removal. In addition, three consecutive absences from regular meetings of the Board shall constitute an automatic resignation without any further action of the Board of Directors, unless the Chairperson of the Board has excused the absences.

Section 5.10. Compensation. The compensation (if any) of any Director shall be determined, fixed and approved by the affirmative vote of two-thirds of the full number of Directors then in office acting at a meeting of the Board of Directors, the notice of which has specified the proposed compensation. By resolution of the Board of Directors, reasonable expenses of attendance incurred by any Director, if any, may be allowed for attendance at any regular or special meeting of the Board of Directors. The Corporation shall not provide personal loans to any Director.

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ARTICLE VI

Meetings of the Directors

Section 6.1. Annual Meeting. A regular annual meeting of the Board of Directors shall take place each year at such time, date and place as shall be designated by the Board of Directors. The purpose of the annual meeting shall be to elect Directors and officers of the Corporation and to transact such other business as may properly come before the Board of Directors.

Section 6.2. Regular Meetings. Regular meetings of the Board of Directors shall be held at least six times per year upon call of the Chairperson of the Board.

Section 6.3. Special Meetings. Special meetings of the Board of Directors may be called by the Chairperson of the Board, or by any five Directors, on five days notice to be held at such time, day and place as shall be designated in the notice of the meeting.

Section 6.4. Notice of Meetings. The time, day and place of any regular or special meeting of the Board of Directors shall be specified in the notice of the meeting, but no such specification is required in a waiver of notice of such meeting. Notice shall be given as provided in Section 7.1.

Section 6.5. Remote Participation at Meetings. Any one or more Directors may participate in a meeting of the Board of Directors by conference telephone or other electronic means by which all persons participating in the meeting can communicate with each other. Participation by telephone shall be equivalent to presence in person at a meeting for purposes of determining if a quorum is present.

Section 6.6. Record of Meetings. The Secretary of the Board of Directors or, in the absence of the Secretary, one of the Directors designated by the Board of Directors and participating in the meeting, shall keep a record of the meeting.

Section 6.7. Quorum; Vote Required. A majority of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, unless otherwise provided for by law or these Bylaws, the act of the majority of the Directors present and voting at any meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present at the meeting may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

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Section 6.8. Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if:

(1) consents in writing, setting forth the action so taken, shall be signed by all of the Directors and filed by the Secretary with the minutes of the meetings of the Board of Directors; and/or

(2) consents by electronic mail, setting forth the action so taken, are submitted by all the Directors, received by the Corporation and filed by the Secretary with the minutes of the meetings of the Board of Directors.

The consents described in this Section may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

ARTICLE VII

Notice

Section 7.1. General. Whenever under the provisions of law or these Bylaws, notice is required to be given to any person, such notice may be given via U.S. mail or overnight delivery service with postage prepaid, and shall be deemed given when deposited in the mail or the delivery service addressed to such person at such person's address as it appears on the records of the Corporation. Notice may also be given by electronic mail, facsimile, or hand delivery, and such notice will be deemed given when received.

Section 7.2. Waiver. Whenever any notice is required to be given by law or by these Bylaws, a waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated in these Bylaws, shall be deemed equivalent to the giving of such notice. Attendance at a meeting either in person, or if applicable, by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he or she attends solely for the purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

ARTICLE VIII

Officers and Agents

Section 8.1. Officers. The officers of the Corporation shall minimally consist of a Chairperson, a Vice Chairperson, a Secretary and a Treasurer. One person shall not hold two offices with the permissible exception of a Secretary-Treasurer.

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Section 8.2. Other Officers and Agents. The Board of Directors:

- (1) shall retain a chief executive officer (the "Chief Executive Officer"), who shall serve as staff to the Board;
- (2) may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 8.3. Election: Term of Officers; Resignation; Removal; Vacancies. The Board of Directors shall elect the officers of the Corporation at the annual meeting. The officers of the Corporation shall hold office for terms of two years or until their successors are elected and qualified. Any officer may resign at any time by giving written notice to the Chairperson of the Board. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately. Any officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds of the Board of Directors at any regular or special meeting of the Board called expressly for that purpose. The Board of Directors shall fill any vacancy occurring in any office of the Corporation for the unexpired term. No officer may serve more than two consecutive two-year terms unless deemed necessary by reason of emergency by the Board of Directors for one additional term. An officer whose term of office has not expired may continue in such office, and continue for such term as a Director, regardless of the Director term limitations in Section 5.5.

Section 8.4. Chairperson. The Chairperson of the Board shall preside at meetings of the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8.5. Vice Chairperson. The Vice Chairperson shall, in the absence or disability of the Chairperson, perform the duties and exercise the powers of the Chairperson and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and perform all other duties usually incident to the office and such other duties as may be assigned by the Board of Directors.

Section 8.7. Treasurer. The Treasurer shall cause regular books of account to be kept, and shall render to the Board of Directors, from time to time as may be required, an account of the financial condition of the Corporation, shall deliver an annual report at the annual meeting, and shall perform all other duties properly required of the Treasurer by the Board of Directors.

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ARTICLE IX

Committees of the Board of Directors

Section 9.1. Executive Committee. The Board of Directors shall establish an Executive Committee, consisting of at least four Board members, including the incumbent officers. The Chief Executive Officer shall serve as staff to the Committee. Except as provided in Section 9.2 below, the Executive Committee shall have the full power of the Board of Directors to act between meetings of the Board upon matters which, in the judgment of the Committee, are of such nature as to require action prior to the next regular meeting of the Board of Directors but do not require a calling of a special meeting of the Board of Directors. Any action taken by the Committee involving the exercise of the powers of the Board of Directors shall be reported promptly to the Board, and ratified at the next meeting of the Board following such action. The Executive Committee shall be subject to the authority of the Board of Directors in all matters. The Executive Committee shall present to the Board of Directors an annual evaluation of the performance of the Chief Executive Officer.

Section 9.2. Limitations on Executive Committee Powers. The Executive Committee shall not have the power to:

- (1) amend the Bylaws;
- (2) appoint or remove Directors, or the Chief Executive Officer;
- (3) approve a dissolution or merger or the sale of all the Corporation's assets;
- (4) adopt the budget; or
- (5) take any action that is contrary to, or a substantial departure from, the direction of the Board, or which represents major change in the affairs, business, or policy of the Corporation.

Section 9.3. Governance Committee. The Board of Directors shall establish a standing Governance Committee consisting of no fewer than five Board members. The Chief Executive Officer shall serve as staff to the Committee. The Committee shall develop policies that relate to the governance of the Corporation and the Board of Directors, including, but not limited to:

- (1) criteria for Board membership (experience, competencies, community involvement, skills, expertise, etc.);
- (2) development of a Board recruitment matrix;
- (3) nomination and presentation of Board candidates for election by the Board;
- (4) nomination and presentation of a slate of officers for election by the Board;

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- (5) development and execution of process of orientation for new members of the Board;
- (6) periodic review the bylaws of the organization and recommended amendments to the Board; and
- (7) periodic (minimally every 3 years) initiation of a Board assessment process.

Section 9.4. Audit Committee. The Board of Directors shall establish a standing Audit Committee consisting of no fewer than three independent Directors. This Committee is responsible for the appointment and oversight of the performance of the independent auditor, and performs such other duties customarily delegated to a Board Audit Committee as may be assigned by the Board. The Committee shall report to the full Board of Directors.

Section 9.5. Finance Committee. The Board of Directors shall establish a standing Finance Committee, consisting of no fewer than five voting members, inclusive of the Board Treasurer, at least two other Directors and the Chief Executive Officer, as staff to the Committee. The Committee may include, as non-voting members, other staff, or other non-Director persons whose experience in accounting, finance, or business may assist the Committee and the Board in the performance of their financial oversight responsibilities. The Committee shall report to the full Board.

Section 9.6. Other Committees of the Board of Directors. The Board of Directors may also designate such other committees as it deems necessary for the efficient conduct of the business of the Corporation, which committees may consist either of members of the Board of Directors or such other persons as are designated in the resolution authorizing the creation of that committee. Such committees may be discontinued when no longer necessary.

ARTICLE X

Advisory Boards

Section 10.1. Advisory Boards to the Board of Directors. In addition to the advisory boards specified in Section 10.2, other advisory boards may be established by the Board on the recommendation of the Governance Committee to provide the Corporation with expert advice on such subjects as the Board may specify. The Chairperson, Vice Chairperson and members of each advisory board shall be recommended by the Governance Committee and approved by the Board of Directors. Every advisory board shall include at least one Director. An advisory board shall have no delegated authority to act for the Board but shall simply offer its advice to the Board or to such standing or special committee as the Board determines.

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Section 10.2. Initial Advisory Boards. Consistent with the economic development purposes of the Corporation, there shall be pursuant to this Section 10.2 four separate advisory boards, with specialty focus areas consistent with their respective names, as follows:

- (1) North Country Development Advisory Board;
- (2) Economic and Community Development Advisory Board;
- (3) Clean Energy Innovation Advisory Board; and
- (4) New Hampshire Tourism Enhancement Advisory Board.

The Governance Committee of the Board of Directors shall recommend a Chairperson, Vice Chairperson and members of each of such initial advisory board for approval by the Board of Directors within 6 months following the Commencement Date. Such initial advisory boards shall have no delegated authority to act for the Board but shall simply offer their advice to the Board or to such standing or special committee as the Board determines.

ARTICLE XI

Conflict of Interest and Pecuniary Benefits Provisions

Section 11.1. Policy Governing Conflict of Interest and Pecuniary Benefits Transactions. The Corporation shall adopt, implement, enforce and regularly review Policies and Procedures governing conflicts of interest and pecuniary benefits transactions. The Policies and Procedures shall, at a minimum, meet the requirements of New Hampshire law as then in effect, and comply with Guidelines established by the Office of the New Hampshire Attorney General, Charitable Trust Unit. Each Director, Officer, or Committee member shall have an affirmative duty to disclose to the Corporation each transaction with the Corporation that would be a Pecuniary Benefit Transaction (as defined by RSA 7:19-a) as to that Officer, Director, or Committee member, and shall be prohibited from participating in the discussion or voting on the transaction. The Corporation shall enter into Pecuniary Benefit Transactions only in accordance with the applicable provisions of RSA 7:19-a, as they may exist from time to time.

Section 11.2. Policy on Pecuniary Benefits Transactions. Transactions that provide a direct or indirect pecuniary benefit to the Corporation and any Officer, Director, or Trustee, or any member of his or her immediate family, his or her employer, or, any person or organization of which he or she is a Proprietor, Partner, Officer, Director, or Trustee, are prohibited unless they (1) satisfy RSA 7:19-a, (2) are in the Corporation's best interest, and (3) satisfy each of the following conditions:

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- (1) the transaction is made in the ordinary course of the Corporation's business or operation and the transaction is fair to the Corporation;
- (2) any transaction with any one Officer or Director that exceeds \$500.00 must be approved by the greater of a quorum of the Board of Directors, or two-thirds of the Directors who have not had a Pecuniary Benefit Transaction with the Corporation during the fiscal year;
- (3) the Corporation shall list in its records each transaction with any one Officer or Director which exceeds \$500.00 in any one fiscal year and report them to the New Hampshire Director of Charitable Trusts annually as part of its annual report required under RSA 7:28, including the names of those benefiting from each transaction and the amount of the benefit, which list shall be available for inspection by Officers, Directors, and all contributors;
- (4) the Corporation shall publish a notice of any transactions with any one Officer or Director which alone or in the aggregate exceeds \$5,000.00 in any one fiscal year, in the newspaper of general circulation in Concord, New Hampshire and give a copy of the notice to the New Hampshire Director of Charitable Trusts before the transaction takes place, and such notice shall state the name of the Officer or Director, the amount of the transaction and any other information required by RSA 7:19-a, II(d);
- (5) the Corporation shall receive the prior approval and requisite finding of the Probate Court as to any transactions involving the sale, lease for a term of greater than 5 years, purchase, or conveyance of any interest in real estate to or from any Officer or Director; and
- (6) the transaction does not involve a loan of money or property to an Officer or Director.

ARTICLE XII

Contributions and Depositories

Section 12.1. Voluntary Contributions. The Corporation may accept gifts, grants, legacies and contributions from any source including persons, corporations, trusts, charities, and governments and governmental agencies.

Section 12.2. Depositories. The Board of Directors shall determine what depositories shall be used by the Corporation. All checks and orders for the payment of money from said depository shall be signed such signatories as have been authorized and required in advance by the Board of Directors.

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ARTICLE XIII

Dissolution

The Corporation may be dissolved upon the affirmative vote of two-thirds of the members of the Board of Directors of the Corporation then in office taken at a meeting of the Board of Directors called for that purpose, or upon the written consent of all members of the Board of Directors entitled to vote thereon. No Director, officer or employee or person connected with the Corporation shall be entitled to share in the distribution of any of the Corporation assets upon its dissolution.

ARTICLE XIV

General

Section 14.1. Fiscal year. The Corporation shall operate on a fiscal year ending December 31.

Section 14.2. Execution of Contracts and Documents. All contracts and evidence of debt may be executed only as directed by the Board of Directors.

ARTICLE XV

Indemnification

The Corporation may indemnify a person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving in another capacity at the request of the Corporation, to the extent authorized by law, and will purchase and maintain insurance to protect itself and such persons against liability.

ARTICLE XVI

Amendments

These Bylaws may be amended or repealed or new Bylaws adopted by the Directors at any meeting by the affirmative vote of not less than two-thirds of all the Directors of the Corporation, provided notice of the proposed change is given in the notice, which must be given not less than ten days prior to such meeting.

Chairman Martin Honigberg

1/20/2017

NH site Evaluation Committee

21b Fruit Street Suite 10

Concord , NH 03301

Ref: Docket NO 2015-16 Northern Pass Transmission

Dear Mr. Chairman

I am one of the recipients of the Coos county jobs Fund Grants. I would like you to know their financial assistance has helped me increase my gross sales by 34 % in 2016. Due to this increase in business growth; I have been able to hire more quality full time and part time employees. The company payroll increased 30% for 2016 and on track for continued growth in 2017.

Local community projects such as the water and sewer updates (partially grant funded) have also contributed to growth in town and my business. Motel units have increased during the weekdays over the summer for out of town workers.

I believe grants to assist local small business will do far more to stimulate jobs in the community long term than short term "go nowhere" studies" that end in no resolve, only to open up a dead end short term "job." Investing in sticks and bricks within the local downtown area also provides vibrant outlook to locals and visitors afar.

Increased investment in a community small businesses will also increase business profits taxes to the state.(which is today a very high cost high burden to any small business) I believe strangles employment growth.

Over the past few years the North Country has economically changed more toward tourism. Any small change in the economy whether up or down highly affects my bottom line. I appreciate any influx in development growth, small, large, long term or short term as well as any grants or subsidies that can help my company continue to grow.

I have talked with other local small business owners throughout my community that would love to have an opportunity to apply for any future grants to assist them grow their business and create more jobs.

Extremely high overhead costs challenge any small business today. I support Northern Pass in hopes it will bring short and long term jobs as well as future saving on electricity. I understand the opposition point of view, but also understand the need for change and growth to survive in today's economic environment.

Sincerely



Rick Nadig

Black Bear Tavern

Colebrook Capital LLC

151 Main Street

Colebrook, NH 03576



Northern Pass Transmission, LLC.
P.O. Box 330
780 North Commercial Street
Manchester, NH 03105-0330

December 7, 2016

Dear Select Board Members,

As you may know, the proposed route for the Northern Pass project includes a portion of underground cable installation in your town. In our efforts to keep you apprised of new developments in the permitting process, we wanted you to know of our latest filing with the NH Department of Transportation (NH DOT).

This week, Northern Pass submitted an advanced design to the NH DOT for the underground segment of the route on Route 3 in your town. Design information for the portion of the project on Route 112 will be submitted in the near future. Included with that submittal is a traffic control plan for the underground construction phase of the project. Please keep in mind that construction will not begin until Northern Pass has received all necessary federal and state approvals.

During construction, we anticipate the need for temporary lane closures on Route 112 and Route 3 in Woodstock. We do not anticipate the need to close roads in Woodstock as part of the project. Property owners will always have access to and from their driveways, as will emergency vehicles, regardless of any lane closure. The temporary lane closures will allow construction activities to occur safely within the road right-of-way while avoiding impacts to wetlands and trees along the road. We are focused on avoiding impacts on natural resources and features of the landscape whenever practical. The Northern Pass is committed to working with municipalities and residents and will have a dedicated team in place to work with landowners along the route to address concerns related to construction activities, and the maintenance of access to businesses and homes during construction.

We have attached additional information on the construction phase that you might find useful.

We anticipate NH DOT will post our submittal on their website, which is located at:
<https://www.nh.gov/dot/media/northern-pass/index.htm>.

If you have questions or concerns, please contact a project representative at 1-800-286-7305, e-mail at info@northernpass.us.

Sincerely,

A handwritten signature in blue ink that reads 'Jerry Fortier'.

Jerry Fortier
Project Director
Northern Pass Project

Northern Pass: Construction Phase

- We will take a very hands-on, personalized approach to protect the interests of potentially impacted residents during the construction and restoration phases of the Project. We will meet with residents, business owners and municipal officials before, during, and after construction is complete to respond to their concerns and answer questions.
- We will perform pre-construction briefings with municipalities, business owners and other stakeholders to outline the construction process, key milestones and expected timelines, and will work with each, as needed, to mitigate Project impacts.
- We will work directly with town officials to minimize construction impacts on drivers, bicyclists and pedestrians.
- We will work with each business and/or property owner along the route to maintain access to their facilities.
- We will take into consideration community impacts, events and other local activities when proposing work hours and activities in each town.
- Areas disturbed by construction activities will be restored to the same or better condition.
- The Project website will continue to provide an overview of the Project, timely project updates, route maps, and contact information.
- A dedicated, toll-free phone line is available for the general public to ask questions, voice concerns, or express ideas about the Project and construction activities. Our commitment is to respond to all requests promptly.
- We will keep municipal officials updated on upcoming construction activities with regular email updates.
- Pamphlets, letters or postcards will be periodically mailed, or hand-delivered, to business owners and abutting property owners to keep them apprised of construction activities.
- When working in the public domain, Project workers and their vehicles/equipment will display proper markings to be identifiable to business owners, the public and motorists at job sites.

Beyond these steps, Northern Pass is open to discussing any practical construction impact mitigation idea that will help to address community concerns and avoid undue inconvenience to town residents and business owners (our customers), and we are willing to enter into a “Host Community Agreement” detailing our agreed-upon construction impact mitigation measures.



Northern Pass Transmission, LLC.
P.O. Box 330
780 North Commercial Street
Manchester, NH 03105-0330

February 24, 2017

REGISTERED MAIL

Board of Selectmen
Town of Allenstown
16 School Street
Allenstown, NH 03275

Dear Selectmen,

In an effort to keep you informed of the latest developments in the Northern Pass permitting process, I have attached our recent project newsletter. Last year saw significant progress for Northern Pass in both the state and federal permitting processes. In 2017, we expect to see final decisions from the U.S. Department of Energy and the NH State Site Evaluation Committee.

Northern Pass will provide a number of benefits to New Hampshire communities, including lowering electricity rates for businesses and residents alike; adding clean hydropower to help diversify our energy supply; local jobs during construction; and substantial tax revenue to host communities.

Attached you will find our most recent estimated taxable investment for Allenstown*. Key information includes:

Estimated first year taxable investment by Northern Pass: **\$22.3 million**
Estimated first year municipal and local school tax payment: **\$611,814**

As with similar infrastructure projects, the taxable life of the project is expected to extend well beyond twenty years, but it is difficult to accurately estimate taxable investment beyond that timeframe. Please see the attached illustration of property tax payments in Allenstown over the next 20 years. It should also be noted that tax rates are determined by the town and change annually. Because of this, actual tax payments may vary from the estimates provided.

As with other communities along the proposed route, Northern Pass is willing to offer a tax agreement to your town to provide further certainty regarding tax payments and avoid potential tax abatements in the future. In addition, the project will work together with Allenstown and other host communities to reach agreement on avoiding and minimizing construction related impacts and inconveniences that may be a concern of local residents and business owners.

Board of Selectmen
Page 2
February 24, 2017

Thank you for taking the time to consider this information, and please feel free to contact us at 1-800-286-7305 if you have further questions.

Sincerely,



Jerry Fortier
Project Director - Transmission

*Actual tax payments and tax savings in Allentown would depend upon the actual cost of the project, fair market value of all property in your community, and your local spending decisions, over time, and may be substantially different from the scenario modeled here. Please refer to NH SEC Docket No. 2015-06, Joint Application for Certificate of Site and Facility, Appendix 44 for a detailed discussion and simulations of property tax payments by community using a range of assumptions about the cost of the project and local tax and spending conditions over time.

Attachments: 1. Allentown depreciation schedule
2. January Newsletter

Allenstown

Illustration of Northern Pass Transmission Local Property Tax Payments Over First 20 Years of Operation

The illustrative example below is based on the current cost estimate of NPT for your community, an annual depreciation rate of 2.5 percent, and a range for growth in the tax rate in the community. It is simulated over 20 years, and defines local tax payments to include municipal plus local education. County and utility education property taxes are estimated separately. The cost estimates do not include costs for land or rebuilding existing infrastructure. **The first year estimated tax payment below is based on one simulation within a range of outcomes.**

Actual local tax payments will depend upon the actual final cost of the project in each community and its fair market value, municipal and education spending, other sources of revenue, and the relevant total tax base for any given tax year **and may differ from the scenario modeled here.**

Year	Illustrative Value of NPT	Illustrative NPT Local Property Tax Payments Range
2019	\$22,376,016	\$611,814
2020	\$21,816,615	\$602,484 - \$608,449
2021	\$21,257,215	\$592,906 - \$604,705
2022	\$20,697,814	\$583,076 - \$600,568
2023	\$20,138,414	\$572,991 - \$596,023
2024	\$19,579,014	\$562,645 - \$591,056
2025	\$19,019,613	\$552,035 - \$585,652
2026	\$18,460,213	\$541,157 - \$579,795
2027	\$17,900,812	\$530,006 - \$573,470
2028	\$17,341,412	\$518,577 - \$566,660
2029	\$16,782,012	\$506,868 - \$559,349
2030	\$16,222,611	\$494,872 - \$551,518
2031	\$15,663,211	\$482,585 - \$543,150
2032	\$15,103,811	\$470,004 - \$534,227
2033	\$14,544,410	\$457,122 - \$524,729
2034	\$13,985,010	\$443,936 - \$514,638
2035	\$13,425,609	\$430,440 - \$503,934
2036	\$12,866,209	\$416,630 - \$492,595
2037	\$12,306,809	\$402,501 - \$480,602
2038	\$11,747,408	\$388,048 - \$467,931
Total		\$10,160,697 - \$11,090,866
Average		\$508,035 - \$554,543

For more information please refer to NH SEC Docket No. 2015-06, Joint Application for Certificate of Site and Facility, Appendix 44 for a detailed discussion and simulations of property tax payments by community using a range of assumptions about the cost of the project and local tax and spending conditions over time.



January 2017



LOOKING AHEAD TO 2017

The coming year will bring two major decisions regarding the Northern Pass project. The New Hampshire Site Evaluation Committee (SEC) will hold adjudicative hearings in the spring and is expected to make a final decision on the project in mid to late summer. The U.S. Department of Energy (DOE) is expected to release its final Environmental Impact Statement (EIS) this year, as well. With these major milestones ahead, the project will continue discussions with landowners, residents and businesses along the route to keep them aware of developments as the permitting process moves towards completion.

SEC HEARINGS TO BEGIN IN APRIL

Adjudicative hearings are the last step in the SEC approval process. During these formal legal hearings, which are similar to those you might find in a court of law, information will be presented by Northern Pass and project experts to the SEC, including data on benefits, construction procedures, environmental impact and other aspects of the project. Witnesses for the Counsel for the Public and interveners will also provide testimony at this stage.

At the conclusion of the adjudicative hearings, the SEC will decide whether to grant the project a Certificate of Site and Facility, taking into consideration the testimony received and comments from the public.

FINAL EIS EXPECTED FROM DOE

The DOE is expected to issue its final Environmental Impact Statement (EIS) on Northern Pass sometime in 2017. The final EIS is based on information in the draft EIS issued in July 2015 and feedback the agency received on the draft as supplemented in November 2015.

The final EIS is a public document that reflects extensive analysis and research conducted by the DOE, and includes a detailed summary of possible environmental impacts of the project along the proposed route and an analysis of a number of alternative routes. This analysis is required prior to issuing the Presidential Permit that will allow the transmission of electricity across the U.S.- Canadian border.

A GROWING NEED

Gordon van Welie, the head of the regional grid operating system, ISO New England, recently highlighted the changing nature of our electric grid. Because of the retirement of older power plants, the region's growing reliance on natural gas for generating electricity, and the lack of pipeline capacity to get natural gas to generators during cold winter days, van Welie warns of "the unavoidable conclusion" that New England needs more energy infrastructure to ensure a reliable system.

"Until large transmission lines are built to reach hydro and wind resources, and unless additional fuel infrastructure is added to



New Hampshire Site Evaluation Committee members and interveners tour the proposed Northern Pass route in March 2016.

meet the ever-increasing demand for natural gas to heat homes and businesses and to generate the power that lights those homes and businesses, we see a future with challenges that may require the ISO to employ suboptimal solutions," van Welie said. Those "suboptimal solutions" include higher prices for consumers and an increase in carbon emissions.

High electricity costs are another issue elected officials seek to tackle in 2017. Incoming New Hampshire Governor Chris Sununu urged policymakers to look at all energy solutions, including adding new sources of power.

"Whatever we do we're focusing on, how is this going to drop rates for consumers, for individuals, for businesses? That has to be our primary focus, and then we'll have tangible results," Sununu said, according to the *Portsmouth Herald*. "This is an all-the-above whether we're talking about the Northern Pass, bringing in more natural gas, a better renewable energy portfolio for the state, it's all about efficiency."

Northern Pass sees 2017 as an opportunity to take an important step forward in the region's efforts to lower costs, ensure reliability and move toward a cleaner energy future.



FOR MORE INFORMATION, CONTACT:
PO Box 330 | 780 North Commercial Street
Manchester, NH 03105-0330 | 1-800-286-7305
WWW.NORTHERNPASS.US

2016: A YEAR OF PROGRESS

Last year was a landmark year for Northern Pass, during which the project reached a number of milestones that will be key in the effort to gain final approval in 2017. Some of the highlights include:

- **ISO New England officially determined in July** that Northern Pass can reliably interconnect with the regional electric grid. By approving the project's I.3.9 application, ISO New England determined Northern Pass will not have a significant, adverse effect on the reliability or operating characteristics of the regional grid and its participants.
- **The New Hampshire Public Utilities Commission (PUC) decided in October** that Northern Pass has the technical, managerial and financial expertise to operate as a public utility, and that it is in the public good for the project to do so. Northern Pass also committed to provide \$20 million (\$2 million a year for 10 years) for programs or initiatives approved by the PUC that advance clean energy innovation, community betterment, and economic development in New Hampshire, including energy efficiency programs.
- **Eversource and Hydro-Québec reached a significant agreement** that ensures Eversource customers in New Hampshire will receive a substantial supply of clean energy from the Northern Pass hydroelectric transmission project. In addition to the hundreds of million dollars to electric customers throughout New Hampshire and New England, the power purchase agreement, or PPA, will reduce price volatility for Eversource customers.
- **Northern Pass announced in April** the major contractors and material suppliers who will participate in the construction of the Northern Pass transmission line once the project receives its state and federal permits. Northern Pass contractors also conducted field work along the proposed route, including soil boring tests to log soil characteristics, as well as shovel test sampling for historical artifacts, as required under the National Historic Preservation Act, Section 106 process and by the SEC.

Stay Up-To-Date on Northern Pass

We have a number of ways for you to stay informed on the latest Northern Pass developments as the project moves through the permitting process. In addition to mailing this monthly newsletter to all landowners along the route and other stakeholders, we have a comprehensive website (www.northernpass.us) that includes detailed maps, view simulations, information about project benefits, environmental information and details about the project in each community along the route. Our website also includes the Northern Pass "Project Update" blog, where we post project and energy news updates regularly.

Northern Pass is committed to staying engaged with those interested in the project. We regularly post news, links, videos, and other energy information on social media, including Twitter, Facebook and YouTube. As always, you can reach out to our hotline via email or phone.

-  **Project Journal:** <http://blog.northernpass.us/>
-  **Facebook:** www.facebook.com/thenorthernpass/
-  **Twitter:** <https://twitter.com/TheNorthernPass>
-  **YouTube:** www.youtube.com/user/NorthernPassUS
-  **Email:** info@northernpass.us
-  **Phone:** 1-800-286-7305



Watch a Video

Mike Collins is a North Country resident who supports Northern Pass because of the jobs it will bring to New Hampshire. "This amount of work close to home and the amount of jobs it will create in general, I think it's great." To hear more of what Collins said, go to www.northernpass.us/multimedia.

ABOUT NORTHERN PASS

Northern Pass is a 192-mile electric transmission line project that will provide New Hampshire and New England up to 1,090 megawatts of clean hydropower. This reliable and competitively-priced power will also bring a range of benefits to New Hampshire, including hundreds of millions of dollars in energy cost savings, additional tax revenue, and thousands of jobs during construction and beyond. To learn more about Northern Pass, go to www.northernpass.us. You can also email questions to info@northernpass.us or call **1-800-286-7305**.



Northern Pass Transmission, LLC.
P.O. Box 330
780 North Commercial Street
Manchester, NH 03105-0330

March 14, 2017

CERTIFIED MAIL

Board of Selectmen
Town of Deerfield
P.O. Box 159
Deerfield, NH 03037

Dear Selectmen,

We are about to commence the final hearings for the Northern Pass Transmission Project. It is customary at this point in the Site Evaluation Committee (SEC) process to reach out to communities along the proposed route to discuss the potential for a stipulation or Memorandum of Understanding (MOU) focused on avoiding and minimizing construction related impacts that may be a concern to local residents, business owners, and the community as a whole.

An MOU reflects our commitment to work with your community to minimize impact and disruptions to the public during the construction phase of the project. In addition, an MOU would confirm mutually-established expectations (e.g., property tax commitments) and can address numerous construction issues, such as work hours, use of town roads, traffic controls, location of equipment and material staging areas, lighting, disposal of construction debris, blasting, construction vehicles, liability insurance, environmental plans, site security, emergency response, and reports to the municipality. This list is not exclusive—if there are other issues that you would like to discuss, we are open to that as well.

The Applicants believe that such an MOU between the town and the Applicants can effectively address many of the concerns raised by the host communities in the SEC proceedings.

We have attached additional information on the construction MOU process that you might find useful.

Members of the Northern Pass team are available to have a working meeting with your designated point of contact to discuss the MOU and the concerns it is capable of addressing. Such a working meeting is often the best format for addressing the technical details associated with construction of a project of this type. Please contact us at 1-800-286-7305 with your availability for a meeting to explore the potential for an MOU with your community. If this is a good time for that, we will share with you the template MOU we have prepared that forms the basis for our discussions.

Thank you for taking the time to consider this information.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jerry Fortier', written in a cursive style.

Jerry Fortier
Project Director - Transmission

Attachment: Northern Pass: Construction Phase Mitigation Measures/MOU Process

Northern Pass: Construction Phase Mitigation Measures

Northern Pass is committed to working together with your community to avoid and minimize construction related impacts and disruptions to local residents, business owners, and the community as a whole. As we prepare for the construction phase of the project, Northern Pass is looking for ways and ideas that will help to address community concerns and avoid inconvenience to the public.

Northern Pass is reaching out to communities along the proposed route to discuss their interest in entering a Memorandum of Understanding (MOU) with the project. A MOU with your community can detail our agreed-upon construction impact mitigation measures and address such issues as public information commitments, environmental and construction considerations unique to your community, communications protocols during construction, and property tax agreements.

The Applicants believe that such an MOU between the town and the Applicants can effectively address many of the concerns raised by the host communities in the SEC proceedings.

How will a MOU benefit my community?

A MOU is a signed agreement that formalizes our commitment to work with your community and confirms mutually-established expectations (e.g., property tax commitments) and can address numerous construction issues, such as matters of public health and safety, use of town roads, traffic controls, liability insurance, environmental plans, emergency response, and reports to the municipality. It is the product of good faith discussions between your community and Northern Pass to constructively identify and resolve specific local issues pertaining to the project.

If accepted, the MOU will eventually become enforceable conditions as part of the SEC decision and order.

Specific areas of understanding may include, but are not limited to:

- Community outreach and communications framework to be used during construction (e.g., construction schedules, contact for public inquiries and complaints, primary points of contact for Northern Pass and community).
- Construction practices (e.g., best practices; lighting; temporary storage, staging and laydown areas; locations where workers assemble before and after a shift; advance notice of expected construction activities and public travel impact).
- Construction vehicle operation (e.g., weight limits, road and driveway access, staging/idling limitations, approved hours for construction vehicle use, inventory of road conditions, proper markings at job sites, liability protection for road restoration).
- Work hour limitations that include minimizing impact on local traffic and businesses.
- Safety and public health issues (e.g., clearly visible warning signs and reflective objects around high-voltage and construction areas, emergency response plan and coordination, certificate of liability insurance coverage, documentation of any environmental or industrial incidents, compliance with state herbicide requirements for right-of-way maintenance).
- Site restoration responsibilities and proper disposal of construction debris/waste.
- Blasting plans, if applicable (e.g. safeguards to ensure building foundations, wells or other structures are not damaged by blasting; safe handling and transportation of blasting materials).
- Environmental considerations such as stormwater plans, wildlife protection, and sensitive areas.

This list is not exclusive—if there are other issues that you would like to discuss, we are open to that as well.

Construction will take place once Northern Pass has received all necessary federal and state approvals.

**AGREEMENT BETWEEN
_____ AND NORTHERN PASS TRANSMISSION LLC**

THIS AGREEMENT (“Agreement”) is made this __ day of _____, 2017, between the _____, NEW HAMPSHIRE (“City/Town”) and NORTHERN PASS TRANSMISSION LLC (“NPT”). NPT and the City/Town may be collectively referred to herein as “the Parties.”

WITNESSETH:

WHEREAS, NPT is proposing to construct and operate a 1,090 MW high voltage transmission line from the United States-Canadian border in the Town of Pittsburg to the Town of Deerfield, New Hampshire, with related infrastructure (the “Project”); and

WHEREAS, NPT 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 City/Town (“Project Facilities”); and

WHEREAS, both the City/Town and NPT 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 City/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 City/Town and NPT 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 City/Town desires that NPT comply with the following provisions regarding construction and operation of the Project Facilities; and

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

NOW, THEREFORE, in consideration of the foregoing, the City/Town and NPT hereby agree as follows:

Article 1
TERM

1.1 Term. This Agreement shall commence as of the date first set forth above and terminate at such time that the Project Facilities may be decommissioned, consistent with the Certificate of Site and Facility issued by the SEC, or that the Project has not continuously

transmitted electricity for a continuous period of twenty-four months for reasons other than maintenance, repair or upgrade of the Project Facilities, whichever shall occur sooner.

Article 2 CONSTRUCTION PERIOD REQUIREMENTS

2.1 Best Practices. NPT shall employ best practices in the construction of the Project Facilities consistent with those requirements set forth in Exhibit A.

2.2 Construction Schedule. Upon request of the City/Town, prior to the commencement of construction activities for any Project Facilities, NPT shall provide the City with a schedule for construction activities.

2.3 Traffic Control. NPT shall coordinate with City/Town representatives to reasonably minimize the impact of construction of the Project Facilities on traffic and businesses. To the extent that construction activities within the City/Town require traffic control, such services will be provided by qualified personnel engaged by NPT.

2.4 Work Hours. Normal work hours for NPT and its contractors will be a window of twelve (12) consecutive hours during each day, Monday through Saturday. The City/Town recognizes that the first hour of normal work hours may vary based on the nature of the work. NPT and/or its contractor(s) normally will work between 7:00 am and 7:00 pm. Normal work hours may be extended, however, due to exigent circumstances (including, without limitation, as appropriate to maintain a safe work environment), when required for system reliability or integrity, and other rules pertaining to the operation of the Project Facilities, including testing, and equipment outages, or to perform critical work activities for construction and testing purposes. When practical, NPT will advise the City/Town of circumstances that will likely require extended work hours and the duration of such periods, including any necessary work on Sundays.

2.5 Equipment and material staging and storage. A combination of temporary storage areas, staging areas and laydown areas will be needed to support construction. Support sites for material staging will be required at locations in the vicinity of the affected transmission line corridor. NPT will coordinate with the City/Town to the extent practical to identify such sites.

2.6 Lighting. NPT and its contractors may use lighting to work safely, including, without limitation, due to inclement weather, as appropriate for the conduct of work. NPT does not currently contemplate extended periods of night work; however, it may be necessary to work at night under certain circumstances.

2.7 Disposal of Construction Debris. Tree stumps, trash, and brush will be disposed of consistent with state law. Construction debris and stumps shall not be disposed of at City/Town facilities, unless approved by the City/Town.

2.8 Blasting. The handling, storage, sale, transportation, and use of explosive materials shall conform to all state and federal rules and regulations and shall only be performed by licensed blasting contractors. In addition, at least ten (10) days before blasting commences,

NPT shall brief City/Town officials on the blasting plan. The briefing shall include the safeguards that will be in place to ensure that building foundations, wells or other structures will not be damaged by the blasting.

2.9 Construction Vehicles.

(a) 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 normally be conducted between 6:00 a.m. and 7:00 p.m., Monday through Friday and between 6:30 a.m. and 7:00 p.m. on Saturday and Sunday. When practical, NPT will advise the City/Town of circumstances that require start-up and idling times to vary, consistent with the reasoning set forth in Section 2.4 of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, over-sized vehicles delivering equipment and supplies may, with advance notice, travel on City/Town roads between the hours of 7:00 p.m. and 6:00 a.m. Monday through Sunday so that the timing of such over-sized deliveries will minimize potential disruptions to area roads.

2.10 Liability Insurance. NPT shall maintain current a general liability policy covering bodily injury and property damage with limits of at least Six Million Dollars (\$6,000,000) in the aggregate which may be covered as a part of an umbrella or blanket policy. Certificates verifying such insurance coverage shall be made available to the City/Town upon request.

Article 3 PUBLIC ROADS

3.1 Public Roads.

In the event that NPT wishes to utilize City/Town roads for the travel of oversize or overweight vehicles, and/or use during posted weight limit time periods, then NPT shall:

(a) Identify and notify the City/Town of local public roads to be used within the City/Town to transport equipment and parts for construction, operation or maintenance of the Project Facilities; and

(b) Create a record of pre-construction road conditions and, if necessary, promptly repair, at NPT's expense, any local road damage caused directly by NPT or its contractors at any time, and restore roads to the same or better condition.

Article 4 ENVIRONMENTAL REQUIREMENTS

4.1 Stormwater Plan. Prior to the commencement of construction of any Project Facilities, NPT shall provide the City/Town with a copy of the final Soil, Erosion and Sediment Control site plans or New Hampshire Stormwater Pollution Prevention Plan, as approved by the New Hampshire Department of Environmental Services ("DES") showing the construction layout of the Project.

4.2 Wildlife Protection. Prior to commencing construction of any Project Facilities, NPT shall provide the City/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 SEC.

4.3 Environmentally Sensitive Areas. The Project Facilities shall be constructed and operated in such a manner as to comply with all applicable environmental permits and conditions including those associated with the Certificate of Site and Facility issued by the SEC.

4.4 Hazardous Wastes. NPT agrees to comply with all state and federal regulations applicable to the use and disposal of hazardous wastes involved in or generated by the Project Facilities during construction, operation, maintenance, or decommissioning.

Article 5 OPERATING PERIOD REQUIREMENTS

5.1 Spill Protection. NPT shall take reasonable and prudent steps to prevent spills of hazardous substances used during the construction and operation of the Project Facilities. This includes, without limitation, oil and oil-based products, gasoline, and other hazardous substances from construction related vehicles and machinery, permanently stored oil, and oil used for operation of permanent equipment. NPT shall provide the City/Town with a copy of the Spill Prevention, Control and Countermeasure Plan for the Project Facilities as required by state or federal agencies.

5.2 Right-of-Way Maintenance. NPT shall abide by the requirements of RSA 374:2-a regarding the use of herbicides for right-of-way maintenance.

Article 6 SITE SECURITY

6.1 Warnings. Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on all anchor points of guy wires, if any, and along the guy wires up to a height of ten feet from the ground.

6.2 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.

6.3 Signage. Signs shall be reasonably sized and limited to those necessary to identify the Project Facilities and provide warnings or liability information, construction information, or identification of private property. Additionally, at points of intersection with public roads, signage will be installed along access roads that specify the access roads are for construction purposes and are restricted from use by public vehicular traffic. There will be no signs placed in the public right-of-way without the prior approval of the City/Town. 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 City/Town.

Article 7 EMERGENCY RESPONSE

7.1 Access. The City/Town shall have access to the Project Facilities for the purpose of emergency response. NPT shall provide to the City/Town any keys, combination codes, and/or remote control devices necessary to open such gates that may exist. Such keys or access devices may not be provided by the City/Town to anyone other than members of the Police Department, Fire Department, Emergency Medical Services or Highway Department while engaged in official duties. NPT shall provide access to any Project Facilities upon reasonable request by the City/Town for the purpose of building or safety inspections. NPT shall provide escorted access for emergency response purposes pursuant to the protocols provided under this Agreement. NPT shall coordinate agreements with responding City/Town emergency services and ensure access for those responder departments.

7.2 Coordination. Upon request, NPT shall cooperate with the City/Town's emergency services and any emergency services that may be called upon to deal with a fire or other emergency at the Project Facilities through a mutual aid agreement, to develop and coordinate implementation of an emergency response plan for the Project Facilities. NPT shall provide and maintain protocols for direct notification of emergency response personnel designated by the City/Town, including provisions for escorted access to the Project Facilities and provisions notifying the City/Town of contact information for emergency response personnel. NPT shall coordinate with other jurisdictions as necessary on emergency response provisions.

Article 8 REPORTS TO THE CITY/TOWN

8.1 Incident Reports. During construction of the Project Facilities, NPT shall provide copies of all reports of environmental incidents or industrial accidents that require a report to the U.S. Environmental Protection Agency, DES, Occupational Safety and Health Administration, or another federal or state government agency to the City/Town Manager or designee as soon as practicable, but not later than thirty days after such incident. During operation of the Project Facilities, NPT shall, on an annual basis, provide the City/Town Manager or designee details on any calls for emergency, police or fire assistance.

Article 9 COMMUNITY RELATIONS

9.1 Community Outreach. NPT shall maintain a public outreach program during construction to inform the City/Town and the community of the status of the Project, including, without limitation, construction sequencing and schedules, and to respond to any public concerns and/or complaints in a timely manner. NPT will utilize methods that may include a field outreach representative, mailings and/or door hangers, the Project website, and a toll-free hotline, to apprise residents of Project milestones and nearby construction activities.

9.2 Public Inquiries and Complaints. During construction of the Project Facilities, and continuing through completion of decommissioning of the Project, NPT shall identify an

individual(s), including phone number, email address, and mailing address, who will be available for the public to contact with inquiries and complaints. NPT shall make reasonable efforts to respond to and address the public's inquiries and complaints.

9.3 Representatives. The Parties shall each designate a representative to serve as its primary point of contact for the Project, including, without limitation, any matters arising out of, and/or contemplated under, this Agreement. Those representatives will meet on a regular basis, both prior to construction activities commencing in the City/Town and throughout the duration of construction, as appropriate based on the progress of the Project. Those representatives will otherwise meet to address any concerns on an ad hoc basis to enhance issue resolution. At the initial meeting, the representatives will develop, among other things, a contact list for distribution within each party's organization to foster communication. The representatives will periodically review and update that contact list. Each party acknowledges that the representatives will not have the authority to bind a party; however, the representatives will serve as the initial interface between the Parties and facilitate decision-making of the Parties. Each party may change its representative from time to time.

Article 10 CONSISTENCY WITH OTHER PROJECT CONDITIONS

10.1 The Project Facilities shall be constructed, operated, and maintained in compliance with the terms of the Certificate of Site and Facility issued by the New Hampshire Site Evaluation Committee pursuant to RSA chapter 162-H and all other applicable permits, approvals, and conditions. To the extent that any conflict arises between the provisions of this Agreement and the aforesaid Certificate of Site and Facility or any applicable permits, approvals, and conditions, such Certificate and applicable permits, approvals and conditions shall govern.

10.2 Building, occupancy or other permits or approvals required by City/Town regulations and ordinances are not required for construction and operation of the Project Facilities as certificated by the New Hampshire Site Evaluation Committee pursuant to RSA chapter 162-H.

Article 11 MISCELLANEOUS

11.1 This Agreement contains the entire agreement between the Parties relating to the construction and operation of the Project Facilities contemplated hereby and all prior or contemporary agreements, understandings, representations and statements, oral or written, are merged herein. No modification, waiver, amendment, discharge or change of this Agreement will be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.

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

11.3 The interpretation of this Agreement and the rights and obligations of the Parties hereunder will be construed and enforced exclusively in accordance with the laws of the State of New Hampshire.

11.4 This Agreement is binding upon and will inure to the benefit of the pParties hereto, their successors, and legal representatives and assigns.

11.5 If any term, clause or provision of this Agreement is judged by a court of competent jurisdiction to be invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Agreement will not be affected thereby.

11.6 The captions of the Articles or sections of this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement.

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

NORTHERN PASS TRANSMISSION LLC

By: _____

Title: _____

Date: _____

CITY/TOWN OF _____

By: _____

Title: _____

Date: _____

EXHIBIT A

All work performed by NPT contractors in New Hampshire will follow the New Hampshire Department of Environmental Service (NHDES) Best Management Practices Manual For Utility Maintenance In And Adjacent To Wetlands And Waterbodies In New Hampshire, published by the New Hampshire Department of Resources and Economic Development (NHDRED). For items not addressed in the NHDES/NHDRED manual, a supplemental best management practices manual will be created for the project similar to what is available at: (<http://www.transmission-nu.com/contractois/pdgCTBMP.pdf>). Additionally, Eversource requires that all employees and contractors are trained on wetland Best Management Practices that must be followed during construction activities.

NPT contractors are required to follow all appropriate procedures specified by state law and all permit conditions when they are issued for the project. Land clearing (forestry) contractors are required to comply with New Hampshire Department of Resources and Economic Development (DRED), Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire.

Blasting contractors will be required to adhere to the conditions specified in the Certificate of Site and Facility to be issued by the SEC. NHDES has produced technical publication WD-10-12 Rock Blasting and Water Quality Measures That Can Be Taken to Protect Water Quality and Mitigate Impacts which outlines best management practices to protect water quality before and during blasting activities.

With respect to managing stormwater to protect sensitive wetlands and habitats during site preparation activities, NPT's contractors are required to follow the best management practices (BMPs) detailed in the NH Stormwater Manual (NHDES, 2008) and adhere to the conditions specified in the Certificate of Site and Facility to be issued by the SEC. At the federal level, the project will require a Construction General Permit (CGP) through the US Environmental Protection Agency (USEPA) National Pollution Discharge and Elimination System (NPDES) Phase II program. A significant component of the CGP involves development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to govern site-specific construction activities and guide the required management of stormwater pollutants and sediments using best management practices (BMPs) prior to and during construction and after construction is complete until stabilization is achieved.

PRIVILEGED AND CONFIDENTIAL**Northern Pass Transmission, LLC (Northern Pass)
Tax Base Stabilization Pledge**

WHEREAS, under the current project route and design, the installation of Northern Pass transmission infrastructure (“Transmission Infrastructure”) in [TOWN] will increase the tax base in town. Transmission Infrastructure cost is agreed to be the actual cost less depreciation as depicted on Schedule A. Transmission Infrastructure cost is currently projected to be \$ _____;

WHEREAS, the increase in the tax base and the associated local tax revenues to be paid by Northern Pass to [TOWN] may be used as the community elects to reduce the obligations of other [TOWN] taxpayers or fund additional municipal and school services or needs, or some combination of both;

WHEREAS, [TOWN]’s ability to depend on the future reliability and stability of the tax revenues to be paid by Northern Pass is subject to the legally available tax abatement procedures and the effect of utility property depreciation practices on the Transmission Infrastructure; and

WHEREAS, the Northern Pass Transmission Project raises unique opportunities to offer [TOWN] a predictable, reliable and long term stream of municipal and local school tax revenues that will enable [TOWN] to make long term plans for orderly development and planning.

NOW THEREFORE, in order to enable [TOWN] to make such orderly plans, Northern Pass pledges to [TOWN] as follows:

- 1) Northern Pass shall not seek an abatement of local taxes assessed by [TOWN] on a valuation of Northern Pass’s taxable Transmission Infrastructure which is placed in service that does not exceed the actual cost less depreciation as reflected in Schedule A for each applicable tax year, provided that all taxable property in town is assessed in a proportional manner. This includes, but is not limited to, applying the same equalization ratio to Northern Pass’s taxable Transmission Infrastructure as is applied to other property in [TOWN]. If the total actual cost of the Northern Pass Transmission Infrastructure located in [TOWN] is higher or lower than \$ _____ when the Transmission Infrastructure is placed into service, Schedule A shall be revised to reflect the actual cost of the Transmission Infrastructure in [TOWN] for the first year of operation and the depreciated cost for each subsequent year of operation. Nothing contained herein shall be deemed to limit Northern Pass or any of its affiliates with respect to the use of any appraisal methodology outside the express parameters of this Pledge.
- 2) Northern Pass shall request the New Hampshire Site Evaluation Committee to incorporate this Pledge as a condition in any Certificate to be issued to it pursuant to RSA 162-H, provided that, the condition and Pledge are both subject to reconsideration and modification should the law governing the local taxation of real property or the project be materially altered or should the project experience a route or design change.

DATED this ___ day of _____, 2017.

NORTHERN PASS Transmission, LLC

By _____
Jay Buth
Its Duly Authorized Vice President
of Accounting

Northern Pass Transmission, LLC (Northern Pass) Tax Base Stabilization Pledge				
SCHEDULE A				
Year	Estimated Value			
1				
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Northern Pass Transmission, LLC.
 P.O. Box 330
 780 North Commercial Street
 Manchester, NH 03105-0330

March 22, 2017

State of New Hampshire Armory
 PO Box 483
 Concord, NH 03302-0483

Dear Plymouth Business,

I am writing to update you on the Northern Pass transmission project and our plans to support your community as the proposed route for Northern Pass currently includes a portion of underground cable work in your town.

While construction will not begin until Northern Pass has received all required federal and state approvals, we know that you may have questions about how construction could affect your business.

I want to assure you that we are 100% committed to working with businesses in every project community to maintain commerce during construction. We are building a plan to support you and your business. Here are a few of the things we are committed to do for you:

- **Personalized Approach:** We are taking a hands-on, personalized approach to support businesses and property owners along the entire project route. Our team will support each community with a 24-hour call-in number and on-line feedback. We will continue to meet and communicate with business owners, residents and town officials before, during, and after construction and listen to all input and any concerns.
- **Timely Information:** We will get out timely, accurate information about construction using the web, and sending regular communications, including e-mail and social media updates. This will help businesses, employees, and customers know what is happening (where and when) - so that business can keep going through the construction process.
- **Access:** During construction, business and property owners will *always* have access to and from their driveways, as will emergency vehicles, regardless of any roadwork. We will work with each business and property owner along the route to maintain continued access.
- **Consideration of Community Events:** We will take into consideration impacts on community events and other local activities when proposing work hours and activities in each town.
- **Promoting Commerce:** We will work and partner with local chambers and other groups to promote commerce to lodging, restaurants, shops and other outlets throughout construction – placing digital and print ads, and communicating with the local community about why it is important to shop local.
- **Commitment to Restoring Impact Areas:** Areas affected by construction will be restored to the same or better condition.

The Northern Pass will provide a number of benefits to New Hampshire communities, including lowering electricity rates for everyone; adding clean hydropower to diversify our energy supply (cutting our dependency on high carbon fuel sources like coal and oil); adding local construction jobs and construction-based revenue to local restaurants, hotels and shops. An investment like the Northern Pass also brings substantial tax revenue to the project communities. In addition, no construction costs will be paid by New Hampshire energy consumers.

As we prepare for the construction part of the Project, Northern Pass is open to discussing ways and ideas that will help to address your concerns and avoid any inconvenience to your business during construction. Please feel free to contact me or my team at 1-800-286-7305 if you have questions or would like to meet with project representatives.

Sincerely,



Jerry Fortier
Project Director - Transmission
Northern Pass Project
Info@northernpass.us
1-800-286-7305

PRESIDENTIAL MOUNTAIN RESORT
1108 MAIN STREET BETHLEHEM, NH 03574

January 23, 2017

Pamela Monroe, Administrator
New Hampshire Site Evaluation Committee
21 South Fruit Street, Suite 10
Concord, NH 03301

RE: New Hampshire Site Evaluation Committee Docket No. 2015-06
Northern Pass Transmission Project - Eversource

Dear Ms. Monroe:

I am writing on behalf of Presidential Mountain Resort LLC ("Presidential"), developer and proponent of a redevelopment project planned for the area across from, and abutting, the Project's proposed Transition Station #5 on Route 302 in Bethlehem.

Presidential owns property abutting Transition Station #5 to the north and east identified by the Bethlehem tax assessor as Map 201, Lot 27 ("Presidential Parcel") on which Presidential is seeking approvals to develop a hotel in conjunction with a coordinated plan of development of the Presidential Parcel and Lots 28 and 29, also owned by Presidential (the "Presidential Development").

This letter is to express our appreciation of Eversource's collaborative and supportive efforts to date regarding the Presidential Development. Eversource actively sought our input on the proposed Transition Station #5 vis-à-vis our project, listened to our suggestions, and is working with us on our development needs.

Our project includes the renovation of the deteriorating Baker Brook cabins and the addition of a proposed restaurant – in addition to a hotel. Our proposed project is expected to revitalize a blighted area, and create economic benefit in the area by increasing tax revenues and advancing tourism and the economy in Bethlehem and neighboring areas. The Presidential Development has, for example, the potential to increase traffic to restaurants in Bethlehem, to bring more people in to play golf, to visit local businesses, and to increase attendance at movies and live performances at the Colonial Theatre.

From a business perspective, collaboration with the Project is important to the success of our redevelopment plans. We also appreciate the Project's efforts to bring affordable energy into the region and lower the price of energy on New Hampshire businesses.

We hope the information provided is useful in your review of the Project application.

Sincerely,



Presidential Mountain Resort LLC
By its Member, Yizchok Rudich

cc: Bethlehem Board of Selectmen
Bethlehem Planning Board

NPT Guarantee Program Overview

1. Objective

Given that the property value research (“Research”) conducted by Chalmers & Associates, LLC as presented in “High Voltage Transmission Lines and Real Estate Markets in New Hampshire: A Research Report” June 30, 2015 has identified certain properties for which there is an increased likelihood of a reduction in value due to the NPT Project (“Project”), the Guarantee Program (“Program”) is designed to ensure that owners of said properties are not subject to an economic loss in the event of a sale of the property within 5 years after commencement of construction of the Project.

2. Eligibility

Based on the Research, an eligible property (“Property”) must meet three criteria:

- a. The Property is encumbered by the ROW easement;
- b. The Property is improved with a single family home and some portion of the home is located within 100 feet of the ROW boundary; and
- c. Notwithstanding any efforts to mitigate visibility effects that would be implemented by Eversource in conjunction with Project construction, structure visibility from the home increases due to the Project from no visibility to partial or clear visibility or from partial visibility to clear visibility.¹

The owner of record as of the date Project construction commences (“Owner”) of all eligible properties (“Properties”) will be notified of eligibility and Program terms prior to the commencement of construction.

3. Opt Out

Upon notification of the Program, an Owner will be given the opportunity to opt out of the Program in return for a one-time payment of \$1,500. Owners who elect to opt out shall be required to sign a release of Eversource from claims of Property diminution in value in exchange for the payment.

4. Right of First Refusal

For an Owner to be eligible for payment under the Program, any executed purchase/sale contract must contain a 30 day seller’s contingency granting Eversource a right of first refusal exercisable at its sole discretion.

¹ Clear visibility is defined as an unobstructed view from the perimeter of the house of all portions of the structure to which conductors are attached. No visibility means no portion of a structure is visible from the perimeter of the house. Partial visibility would refer to all other visibility conditions.

5. Program Operation

If an eligible Property is sold in a Fair Market Sale² ("Sale") within 5 years of the commencement of construction of the Project by the Owner, Eversource will compensate the Owner for the difference between the Sale price and Market Value (as defined below), provided the Market Price is greater than the Sale price and according to the following:

- a. If Eversource does not exercise a right of first refusal, there would be no Eversource payment unless and until a Sale of a Property occurs.
- b. In the event of a Sale, the Owner, at his/her discretion, shall notify Eversource within 30 days prior to the closing that he/she seeks payment under the Program.
- c. If notified, Eversource would provide the Owner with a list of a minimum of 3 qualified independent appraisers from which the Owner would select one to determine appraised market value of the Property under the hypothetical assumption of no HVTL influence³ ("Market Value").
- d. Eversource shall order the appraisal and be responsible for its cost.
- e. In the event the opinion of Market Value under the hypothetical of no HVTL influence was greater than the sale price and was accepted by both the Owner and Eversource, Eversource would pay the Owner the difference between the Sale price and the Market Value. Owners who accept such payment shall be required to sign a release of Eversource from claims of Property diminution in value.
- f. If either party failed to accept the opinion of Market Value, the Owner could select a second appraiser from the list of approved appraisers. The final determination of Market Value under the hypothetical of no HVTL influence would be the mid-point of the two opinions and payment of the difference between Sale price and Market Value would proceed as described above. The cost of the second appraisal would be borne by the party failing to accept the opinion of the first appraiser.
- g. In the event of any dispute or claim arising from or relating to this Program, the parties shall use their best efforts to settle such dispute informally by consulting and negotiating with each other in good faith. If the parties do not reach a solution within fifteen (15) days after initiation of consultation and negotiation, then the dispute shall be submitted to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules. The parties shall bear their own costs and expenses including attorney's fees and an equal share of the mediator and administrative fees of mediation.

² A Fair Market Sale means an arm's length transaction between unrelated parties taking into appropriate consideration and account for the parties' motivation and the value of consideration exchanged for the real estate and excluding sales to persons or entities which are controlled, directly or indirectly, by the Owner.

³ This means that the appraisal would be based on comparable sales that would have no HVTL influence, i.e. no ROW encumbrance and no HVTL structures visible or located within one quarter of a mile of the comparable sale properties.

Date: [Click here to enter a date.](#)

Re: Enter Project Name

Dear Claimant Name:

Enclosed please find the [Enter Project Name Claim Submission Form \("CSF"\)](#) which will assist you in presenting your claim. Completion of this form is required in order to bring a direct claim against the Project. Please list the items claimed along with the descriptive information requested, sign and date the form, and return it to the address below along with all supporting documentation. Such documentation must include photos and legible copies of repair estimates and/or documentation of financial loss establishing the nature of the loss or damage. Documentation of loss must be provided by a company licensed in the state to perform the work. The repair estimate must be itemized to show labor and materials and be provided on company stationery identifying the name and address of the company.

Please note some items will be subject to depreciation. If you carry full replacement cost insurance, which avoids depreciation, you may wish to file a claim directly with your insurer. You may then make a claim to us for reimbursement of your insurance deductible by providing a copy of your insurance policy Declarations Page or the settlement adjustment from your insurance carrier along with the completed CSF.

Lastly, the Project handles claims related to Project activities. Many events resulting in power disturbances or interruptions such as weather, vehicle accidents, fallen trees, sudden equipment failure or animal contact that are not caused by Company negligence will result in a denial of your claim. Because of this, we encourage you to notify your insurance carrier as well.

Upon receipt of the completed CSF, we will schedule an inspection of your claim at a mutually agreeable time. In order to properly evaluate your claim, it is requested that no repairs are made until the inspection is performed. Following the inspection, you will be advised as soon as practicable as to the Project's position concerning the acceptance or denial of your claim. Please send the completed CSF and supporting documentation to:

Eversource Energy
c/o Project Outreach
Office Address
City, State, Zip

Very truly yours,

Project Manager
Enclosure



TRANSMISSION PROJECTS
CLAIM SUBMISSION FORM: Enter Project name here

The sole purpose of this form is to gather information and should not be construed as an admission of liability or a promise to pay. Upon return of the completed form along with your supporting documentation, the claim will be investigated and you will be advised of the Project's position.

Your name (printed): _____

Full mailing address: _____

Home telephone: _____

Location of incident:
(if different from above) _____

Business Phone: _____

Name of owner
of damaged property: _____

Date of loss, include
month, date and year: _____

Precise time of loss,
include a.m. or p.m.: _____

Description of how damage or loss occurred (please also provide photos):

Description of Loss: make, model #, serial #	Date Purchased	Purchase Price	Repair Cost	Replacement Cost (if licensed repairer <u>verifies in writing</u> item not repairable) or Monetary Loss

Attach repair estimates, photos, invoices, and/or other written proof of your loss to:

Northern Pass Transmission
 c/o Project Outreach
 780 North Commercial Street
 Manchester, NH 03105

Your signature: _____

Date: _____