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Brian C. Postlewaite, PE
Director of Engineering
City of Somerville
1 Franey Road
Somerville, MA 02145

NSTAR (d/b/a Eversource Energy) Payment In Lieu of PRR

Dear Brian Postlewaite,

In most gas installations within Massachusetts roadways "permanent resurfacing and restoration" ("PRR") is performed by the utility or its contractors that are installing gas infrastructure; the Municipality has requested that it perform and be responsible for the PRR and that, in lieu of performing and being responsible for the PRR, Eversource will instead pay the agreed-upon amount of **\$86,213** or as outlined in the attached invoice or document agreement amount to the Municipality. Eversource agrees to distribute the agreed-upon amount outlined in this agreement to the Municipality within 45 days of agreement execution.

In consideration for receipt of the foregoing payment, Municipality agrees to complete the PRR in a timely manner and in any event, no later than 18 months after the distribution of the above-referenced funds. In the event Municipality fails to complete the PRR by such time, Eversource reserves the right to request that Municipality refund such payment so Eversource may make other arrangements. In such event, Municipality agrees to refund such payment within ten (10) business days of such request.

The Municipality agrees to waive PRR related to ESG's gas replacement Project: 22M264 located in Somerville, MA. The streets included within this agreement are as outlined in the attached documents and are as follows:

- Ossipee Rd.

By accepting this payment the Municipality agrees that the PRR is the sole responsibility of the Municipality (all at the Municipality's sole cost and expense) and shall include, without limitation, the following: (1) the proper maintenance of the temporary pavement installed by Eversource or Eversource's contractor for areas affected by the installation, repair, maintenance and/or modification of gas facilities conducted by Eversource or its contractor beyond an acceptable warranty period of 12 months from the completion of the installation; (2) the permanent resurfacing and restoration of such area or areas; and (3) all other activities related and necessary to the PRR and its successful completion such as, without limitation, abutter notifications, permit acquisitions, and traffic control (including the cost of police and flagmen).

Notwithstanding any language to the contrary within this Agreement, the City, acting through its Mayor, may terminate this Agreement, without cause at any time, effective upon the termination date stated in the notice of termination. In the event of termination, the City will return any and all unspent funds related to this agreement to Eversource. The City will not return any funds used on this project prior to the effective termination date.

UTILITY: Eversource
By:

Date

OWNER: City of Somerville IAM-Engineering

Date



By: Brian Postlewaite, Director

CITY AUDITOR

By: Ed Bean, City Auditor

Date

CITY SOLICITOR Approved as to form

By: Cindy Amara, City Solicitor

Date

MAYOR

By: Katjana Ballantyne, Mayor

Date