

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("HCA") is entered into as of the 25th day of September, 2017 ("Effective Date"), by and between the City of Somerville, Massachusetts (the "Municipality" or "City" or "Somerville"), acting by and through its Mayor and NSTAR Electric Company d/b/a Eversource Energy ("EVERSOURCE"). The Municipality and EVERSOURCE are referred to herein collectively as the "Parties" and individually as "Party".

WHEREAS, EVERSOURCE has proposed to construct, own, operate, and maintain a new 7.7 mile 115-kilovolt ("kV") underground transmission line in Woburn, Winchester, Medford, Somerville, Everett, and Boston (the "New Line") and to modify two existing substations (Woburn Substation and Mystic Substation) to interconnect the New Line, consistent with the petition submitted to the Energy Facilities Siting Board (the "EFSB") in the proceedings docketed as EFSB 15-03/D.P.U. 15-64/15-65, and such proposed work as approved by the EFSB in its Final Decision dated March 13, 2017 (the "Order") is referred to herein as the "Project".

WHEREAS, both the Municipality and EVERSOURCE desire that, should the proposed Project be authorized by the applicable regulatory agencies and government authorities and thereafter be constructed by EVERSOURCE, it be done, subject to such authorizations, in a manner that minimizes impacts to the environment and disruption to the public directly resulting from the Project, and provides reasonable mitigation to the Municipality and its residents from all associated impacts, and facilitates the use of efficient construction methods;

WHEREAS, EVERSOURCE has an obligation to construct its Project within a certain schedule, and, thus, the Municipality will work collaboratively with EVERSOURCE to facilitate the progress of the Project by, to the extent practicable, agreeing to mutually acceptable work hours and allowing work activities through winter months when feasible, and recognizing the need for the use of multiple crews to complete the Project as expeditiously as practicable; and

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

1. **Siting Process.**

1.1 **Proposed Route.** The commitments set forth in this HCA contemplate the Project will use the Primary Route with the Proposed Variation identified and described in the EFSB petition and approved by the EFSB in the Order, as referenced in the document attached hereto as **Exhibit A** (the "Proposed Route").

1.1.1 If EVERSOURCE notifies the EFSB and the Municipality that it has determined that the use of the Proposed Variation which is part of the Proposed Route is

infeasible as set forth in the Order, or the Project otherwise is approved by the EFSB to be constructed in a different form than as proposed and approved as the Primary Route with the Proposed Variation in the Order (as shown on Exhibit A), which difference affects the Municipality or its residents, the Parties will (a) meet no later than twenty (20) days after the issuance of the above-referenced notice or any additional order of the EFSB, whichever is earlier, to assess whether any provisions of this HCA should be revised with respect to such differences; and (b) develop and implement, in good faith, an amendment to this HCA to account for any such revisions to address and minimize impacts upon the environment and disruption to the public directly resulting from the Project and mitigating impacts on the Municipality or its residents and businesses (including without limitation, potential loss of economic development). Further, in the event that EVERSOURCE provides the above-referenced notice of such a determination, the Parties agree that (a) EVERSOURCE shall not build or construct the Primary Route without the Proposed Variation despite any approvals obtained by EVERSOURCE to-date (including but not limited to the approval provided in the Order), without first preparing and actively and fully taking all actions necessary to pursue and obtain approval(s) for an alternative route for the New Line which shall avoid the parking lot on or about the premises now or formerly occupied by a "Circuit City" retail establishment in Somerville (the "Circuit City Site", City of Somerville Assessor's parcel number 88-A-4), in a manner acceptable to the Municipality; and (b) notwithstanding anything to the contrary in this HCA, no provision in the HCA shall abrogate or limit any right of the Municipality or its officials or employees to participate and oppose the failure to use the Proposed Variation or any alternate route proposed therefor in any EFSB or other regulatory proceeding.

1.1.2 In the event that EVERSOURCE or another Party appeals such Order, the original provisions of the HCA prior to any modifications made in accordance with this provision shall automatically be reinstated if the Primary Route with the Proposed Variation ultimately is the route through which the Project is constructed.

1.2 **Municipal Siting Approvals.** EVERSOURCE will comply with the applicable process for procuring all approvals, permits and other authorizations legally required from Municipal officials for the siting of the Project as agreed to by the Parties as of the Effective Date and listed in **Exhibit B** (collectively, "Municipal Siting Approvals"). **Exhibit B** may be amended by the Municipality after the Effective Date to add other required approvals, permits, and authorizations, including if alternative approval processes become available or planned approval processes are not implemented as originally contemplated. The Municipality understands that time is of the essence and agrees, to the extent that it is able and legally permitted to do so, to expedite the consideration of all local permits such as the City-required Grant of Location ("GOL"), licenses, and approvals that may be required for EVERSOURCE to proceed with the Project. The Mayor shall support such expedited treatment of the GOL. This paragraph shall not be construed as limiting

the Municipality's right to review and consider any permit, license, or approval, including but not limited to requiring additional design information on the Project.

1.3 **Government Cooperation.** The Mayor will support the Project and the Proposed Route, unless either is modified subsequent to the execution of this HCA. The Municipality agrees to relinquish all rights to appeal, challenge or collaterally attack the Order, or appeal, challenge or collaterally attack any approval of any other state or local agency or permitting authority, subject to the exceptions set forth in Section 1.1.1 of the HCA.

2. **Project Design at MBTA Railroad Crossing.**

2.1 EVERSOURCE will construct the New Line so that it will cross under the Massachusetts Bay Transportation Authority ("MBTA") Orange Line and Commuter rail tracks directly southwest and parallel to the Massachusetts Department of Transportation ("MassDOT") Mystic Avenue Bridge and EVERSOURCE will take all actions necessary to pursue the construction of the Proposed Route.

2.2 Although not part of the Project, EVERSOURCE will also construct sufficient underground distribution conduits, simultaneously with the construction of the Project, to accommodate a permanent solution to the permitted temporary overhead distribution lines installed across the MassDOT Mystic Avenue Bridge in order to provide a dedicated and reliable power source to the new Partners Health Care facilities off Grand Union Boulevard in Somerville.

2.3 **Former Circuit City Site.** The Parties acknowledge that EVERSOURCE owns electrical facilities, including an active transmission line (the existing 211-514 Line) and a conduit system consisting of the decommissioned 211-506 Line and active communication cables, within a corridor that crosses the Circuit City Site, and that Somerville has expressed an interest in having these EVERSOURCE facilities removed from this location. EVERSOURCE agrees to construct, dedicate, and maintain sufficient spare capacity in the pipes in its proposed crossing of the MBTA railroad (as referenced in Section 2.1) to accommodate the potential future relocation of the existing facilities on the Circuit City Site. Said spare capacity shall be constructed simultaneously with the construction of the Project.

2.3.1 Further, EVERSOURCE agrees to undertake design work for the purpose of relocating the existing electrical transmission facilities on the Circuit City Site to an alternate route in consultation with the City. Said alternate route shall not impede development or use of the Circuit City Site or other property. EVERSOURCE shall complete said design work prior to commencement of construction of the Project in Somerville, at its sole cost and expense. The design work will include preliminary plan and profile design layout plans for relocating the 211-514 Line (and all existing electrical transmission facilities), using existing record drawings and survey data. The Parties agree that the construction of said work is subject to the City or a third-party funding such work and reaching mutually agreeable terms as to such an undertaking. Notwithstanding the

foregoing, nothing herein shall be deemed a commitment by EVERSOURCE to remove its existing facilities. At no cost to the City, EVERSOURCE shall provide the City with a copy of all input data and drawings associated with the design, and authorization for the City (or mutually acceptable third parties) to use said design.

3. **Project Plans.** EVERSOURCE agrees to provide the Municipality with any and all additional design information and detailed plans or drawings on the Project, to the satisfaction of the Municipality's officials, without delay, and as required to obtain the GOL. EVERSOURCE shall regularly advise the Municipality of the status of any coordination, permitting, or approval processes with the MBTA, Massachusetts Water Resources Authority or other third-party governmental agencies.

4. **Spare Conduit.** EVERSOURCE agrees to install for the entire length of the New Line in Somerville, from city limit to city limit, two (2), four-inch shadow communication conduits in the same trench as the Project, with ropes, for the exclusive use of the City in its discretion. EVERSOURCE shall install handholes offset from its alignment spaced at approximately 500-800 feet. Handholes will be standard communication handholes sized for two 4" conduits. Castings will be standard communication castings unless Somerville directs otherwise. EVERSOURCE shall transfer title to the City for same within thirty (30) days of the installation, which shall be completed no later than the date of completion of the construction of the portion of the Project in Somerville. Notwithstanding the foregoing, the City understands and agrees that the design of the spare conduit specified above is contingent on the feasibility of installing such spare conduit in a manner that does not interfere with the construction, maintenance or operation of the Project. In no case shall design feasibility abrogate EVERSOURCE's obligation to install the conduit under this paragraph.

5. **Construction Practices.**

5.1 **Work Hours.** Normal work hours for EVERSOURCE and its contractors will be 7:00 A.M. to 5:00 P.M. Monday through Friday and 9:00 A.M. to 5:00 P.M. on Saturdays ("Normal Work Hours"). These Normal Work Hours are subject to any conditions imposed by the EFSB with respect to the Project. If street occupancy is required during these hours, the Municipality may condition work hours to avoid peak traffic hours. Further, no work will be permitted on main streets within the jurisdiction of the City as determined by the City's Traffic and Parking Department during peak hours of 7:00 A.M. to 9:00 A.M. and 3:30 P.M. to 7:00 P.M.

The Municipality acknowledges that in some instances, due to activities that must be conducted continuously (such as manhole setting and cable splicing), unforeseen circumstances, weather events, or other exigencies, EVERSOURCE may need to work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period. The extension of work hours for such reasons ("Extended Work Hours") is a permitted exception to the Normal Work Hours. EVERSOURCE or its applicable contractor(s) will provide 48 hours notice to the Municipality of circumstances that will require Extended Work Hours and the approximate

duration of such work period. During those instances and prior to commencing any work requiring Extended Work Hours, EVERSOURCE shall submit in an e-mail to the City Commissioner of Public Works with an explanation of the reasons for, and the duration of, the Extended Work Hours, and the City will make reasonable efforts to accommodate such notification and allow said Extended Work Hours subject to approval of the City Commissioner of Public Works.

No work relating to the Project, including pre-work or post-work by EVERSOURCE or its contractors, shall be permitted outside of the hours of 7:00 A.M. to 7:00 P.M., unless expressly approved in writing by the City's Commissioner of Public Works, absent an emergency condition.

The Municipality agrees to allow EVERSOURCE to work throughout the year, including winter if weather conditions are suitable, to expedite the construction process and to reduce the overall duration of the Project in the streets. EVERSOURCE shall require its contractor(s) to leave the construction site in broom-swept condition at the close of each construction each day. EVERSOURCE shall require its contractor to establish a dust control procedure. In the event of snow, EVERSOURCE's contractor shall ensure the work area is plowed. EVERSOURCE shall require its contractor to remove any unused equipment or materials from the worksite at the end of the shift, where work occurs in the public way. EVERSOURCE shall request approval from the City Engineer for any construction staging area on public property (if any, which is expressly subject to the Municipality's approval).

5.1.2 Rodent Control. EVERSOURCE shall be responsible for rodent control in the immediate vicinity of the Project. EVERSOURCE shall work with the City's Health Agent to determine what, if any, rodent controls must be implemented, such as baiting catch basins. EVERSOURCE shall implement all measures required by the City's Health Agent during the Project.

5.1.3 Soil Management. The Municipality will not be responsible for any soil management activities whatsoever associated solely with the Project. The Municipality will not be identified as the generator of any soils in reports or documents submitted to regulatory authorities or disposal facilities for materials associated solely with the Project.

5.1.4 Snow Removal. EVERSOURCE will be responsible for snow removal to the extent that its construction operations interfere with Municipality's snow clearing operations. As required, EVERSOURCE and its contractor will plow portions the road(s) currently impacted by the Project, at the time of a snow event. EVERSOURCE and the Municipality will consult to coordinate EVERSOURCE's plowing with the Municipality's snow plowing responsibilities.

5.1.5 Emergency Access. EVERSOURCE and its contractors will maintain emergency plating at the Project site and will ensure emergency access is accommodated at all times. In addition, if requested by the Fire Chief, a fire detail may be posted where the construction will temporarily block access to neighborhoods that do not have secondary

access points. EVERSOURCE will pay for the fire detail staged at these locations while active trenching is occurring.

5.2 Existing Municipal Utilities.

5.2.1 Whereas the proposed EVERSOURCE ductbank alignment is based on field surveys and record documents depicting the locations of existing underground utilities which are not warranted to be exactly located, nor warranted that all underground utilities or other structures are shown, and that EVERSOURCE requires minimum depth of cover, and minimum separation clearances be maintained to existing utilities, and that it is impossible to pre-determine the exact ductbank alignment in advance of actual construction, the Parties therefore agree EVERSOURCE may field adjust the ductbank alignment as necessary based on actual field conditions. Required alignment adjustments greater than 3'-0" will be identified and coordinated with the Municipality, and as-built plans provided for record.

5.2.2 EVERSOURCE shall maintain and protect existing municipal utility mains and service connections. EVERSOURCE and its construction contractors are required to submit MA P.E. designed support of excavation (SOE) plans, depicting means and methods of trench shoring, and existing utility temporary support systems. Where municipal utility mains cannot be safely supported in place and/or service operationally maintained, EVERSOURCE's construction contractor is required to submit water, sewer, or drain line bypass plans and obtain necessary permits from jurisdictional authority prior to performing ductbank work. Where service connections cannot be maintained operational during construction, EVERSOURCE's construction contractor is required to submit temporary customer service line plans and obtain necessary permits from jurisdictional authority prior to performing ductbank work. EVERSOURCE Community Outreach Program Manager will work with Municipality and affected customer to ensure customer satisfaction. Any planned utility service disruption shall not take place without approval of the Municipality, and EVERSOURCE shall provide at its expense any required notification to all persons affected.

5.2.3 EVERSOURCE will replace or repair any municipal or private utilities damaged by the Project, without delay, to the satisfaction of the Municipality. Replacements, repairs, and temporary bypasses will be made per municipal engineering standards, or other generally accepted utility construction standards if no municipal standards exist. EVERSOURCE will repair any water mains, gravity lateral services, and service connections that fail within 180 days after temporary repaving where such failure is demonstrated to be a result of Project construction.

5.2.4 EVERSOURCE shall be responsible for the relocation of municipally-owned utilities required for the installation of the 115kV transmission line, as well as any private service connections insofar as the connection is located within the excavated area of the trench and requires relocation. EVERSOURCE's contractor shall have a minimum of five (5) years experience in the construction of such utilities. The necessity, scope and limits of such relocations are subject to mutual agreement by EVERSOURCE and

Municipality. Any City infrastructure requiring relocation and/or implementation of any system by-pass shall be identified by EVERSOURCE in drawings with the proposed relocation plan. EVERSOURCE shall indicate if relocation is permanent or temporary during construction and if temporary, infrastructure shall be returned to original location prior to restoration. Any permanent utility relocation plan shall be approved by the City. EVERSOURCE shall be responsible for performing all relocation or associated work (including without limitation any damage or impairment of the City's infrastructure) as described in this section, and any such work shall not be at the cost or expense of the City.

5.3 **Field Engineer.** The Municipality has the option to hire or assign an engineering consultant ("Field Engineer") to observe civil construction of the Project and to act as a liaison between the Municipality and the contractor on matters related to the Project, as more specifically set forth below. EVERSOURCE agrees to defray the Municipality's expenses for the Field Engineer for work directly related to the Project. The scope of work associated with the Field Engineer is limited to civil construction activities, which have the potential to impact municipal-owned utilities, including Project excavation, manhole installation, and backfilling ("civil construction").

Such expenses reimbursed by EVERSOURCE for the Field Engineer shall not exceed a total of \$100,000.00. Should the duration of construction extend beyond 12 months (measured from the start of civil construction), activities of the Field Engineer will be reimbursed on a pro rata monthly basis.

The handling of municipal utilities (i.e., protection, replacement, realignment/relocation) will be agreed upon in advance by the Municipality and EVERSOURCE. However, in instances where site specific conditions necessitate revisions to those agreements, the Municipality shall give the Field Engineer authority to make such decisions in the field. The Field Engineer shall work with the EVERSOURCE Project Manager and/or EVERSOURCE-designated representative to resolve any field modifications, as quickly as possible, within a 24 hour window. The Field Engineer shall not issue directives to the EVERSOURCE contractor; contractor directives shall only be issued by the EVERSOURCE Project Manager or his/her designee. It shall be the responsibility of the Field Engineer to document such modifications and update Municipal officials in a timely manner, as directed by Municipal officials.

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

Any issues or concerns raised by the Field Engineer that cannot be readily remedied in the field shall be immediately brought to the attention of the EVERSOURCE Project Manager or his/her designee by the Field Engineer.

The Field Engineer shall meet certain fundamental educational and experience requirements, including:

- B.S. in Civil Engineering or Construction Management; credentials from an Accreditation Board for Engineering and Technology, Inc. (ABET) Accredited Program
- Minimum 5 years experience with municipal water, drain and sewer utility systems design and/or construction
- Ability to interpret construction plans and specifications
- Experience in effective written and oral communication
- Prior experience acting as resident or field engineer/owners' representative preferred
- Or, any equivalent combination of education and experience, as agreed upon by the Parties.

The Field Engineer shall be hired directly by the Municipality, and shall be paid directly by the Municipality. The Municipality shall submit the invoices received from the Field Engineer to EVERSOURCE for reimbursement, on a monthly basis, along with a weekly report documenting the Field Engineer's work, including location, hours spent at each location, and activities or observations conducted at that location.

5.4 Upon completion of the Project, EVERSOURCE shall provide Somerville with copies of as-built plans and all engineering and survey information produced by and for EVERSOURCE relating to the installation of the Project within the City.

5.5 **Tree Removal and Tree Care/Warranty.** Subject to all applicable laws and ordinances governing City trees, in the event EVERSOURCE or its contractor(s) remove public shade trees after consultation with the City's Tree Warden, EVERSOURCE will replace the trees removed in accordance with the Municipality's established tree replacement policy (every inch in caliper that is removed is replaced by planting trees of a type, size and location(s) determined by the Tree Warden, with no less in total caliper than the tree which was removed or damaged).

Any newly planted trees (whether planted due to removal, or pursuant to any other provision of this HCA, or otherwise planted in relation to this Project) will be guaranteed by EVERSOURCE for at least one (1) year after planting.

5.6 **Noise.** The Municipality acknowledges that its noise and construction work hour ordinances may vary and may provide waivers from any applicable ordinance as may be required in order to comply with work hours identified in 3.1 above.

5.7 **Traffic Control.** Construction activities within the Municipality will require traffic control. EVERSOURCE and its contractors will consult with municipal representatives, including the Traffic Engineer, Police Chief, Fire Chief and Director of Public Works on its traffic management plan to reasonably minimize the impact of Project construction on traffic and businesses. To the extent said City officials require details for the purpose of traffic control or other aspects relating to construction activities to ensure public safety, EVERSOURCE agrees to coordinate and reimburse the City for reasonable and necessary expense (including without limitation the then applicable City schedule of

police detail costs) associated with police details. The provision of police details is not to be considered a replacement for other traffic control requirements.

5.8 EVERSOURCE shall require its contractor or sub-contractors to post no parking signs where applicable or necessary, as approved by the City Traffic Engineer, at least 48 hours in advance where construction is planned. Abutters shall be notified five (5) days in advance of any no-parking areas. In the event that a vehicle is parked in the work zone, EVERSOURCE shall make reasonable efforts to identify and acquire nearby locations where vehicles could be moved for easy retrieval and at no cost to the owners. When the posting of no parking signs shall take place, EVERSOURCE shall provide notice to the Municipality's 311 system. EVERSOURCE shall apply and pay the requisite fees for all temporary no parking signs at the Municipality's Traffic and Parking Department, and such signs shall be valid for one (1) week only. For any additional time period, new signs must be installed subject to Municipality's approval if not previously approved as part of the Traffic Management Plan.

EVERSOURCE and its contractors shall comply with City policy, as set forth in Exhibit C, relative to blocking access to parking meters where applicable. City policy requires the contractor to complete a Meter Bagging Request a minimum of 48 hours prior to bagging date. Attached in Exhibit C is the request form.

5.9 All construction work relating to the Project within the ways or streets of the Municipality shall be set forth in a Traffic Management Plan ("TMP") to be submitted by EVERSOURCE to the Municipality and its Traffic and Parking Department for review and approval prior to commencement of work. EVERSOURCE shall identify streets to be temporarily closed due to construction and include such in the TMP. EVERSOURCE shall develop the TMP in consultation with Somerville public safety officials and where applicable for jurisdictional purposes, the MassDOT. In addition, the TMP will specify the anticipated timing of closures and the amount of notice to be provided. Planned road closures, if necessary and known by EVERSOURCE in advance, shall be posted along appropriate roadway locations and on the Project website.

In the event that a street is to be closed, EVERSOURCE shall provide for notification to residents and abutters of the street, at its expense, by "flyers" or other means acceptable to the Traffic and Parking Department, no later than 72 hours prior to closure. EVERSOURCE shall notify the Municipality's Commissioner of Public Works, Director of Traffic and Parking, Police Chief, and Fire Chief of any proposed closure no later than 72 hours prior to closure. In the event that a driveway or curbcut is to be closed, the above requirements shall apply, excepting that notice shall be to the directly affected resident, abutter, or property owner.

5.10 The TMP for work subject to a Street Opening Permit and Grant of Location by the City shall be approved by the City Traffic Engineer and Police Chief and in consultation with the Fire Chief, prior to the issuance of any street opening permit. Information on Project progress and construction schedule shall be posted on the Project website in a timely manner.

6. **Further Mitigation; Restoration.**

To mitigate any impacts not specifically addressed herein associated with the Project, EVERSOURCE agrees to take the following actions:

(a) **Streetscape Improvements/ North Union Street – Middlesex Avenue.**

EVERSOURCE shall reconstruct sidewalks in the North Union Street – Middlesex Avenue segment, subject to all established City specifications and approval by the City, in accordance with the following:

- All sidewalk and curb ramp restoration shall comply with all applicable ADA / MAAB regulations;
- Any traffic signal infrastructure impacted at the Revolution Drive intersection shall be restored to full functionality;
- High-visibility thermoplastic crosswalk markings shall be restored at the Revolution Drive intersection;
- ADA-compliant curb ramps shall be installed at two curb cut locations east of Revolution Drive and west of North Union Street;
- Sidewalk shall be widened at utility pole locations where ADA clearances are not currently provided for;
- Sidewalk design shall incorporate tree wells (minimum 3' wide by 6' long by 3' depth) per the specification of the City;
- The City is responsible for the requisition, planting and care for any new trees to be installed within the rebuilt sidewalk; and
- EVERSOURCE shall make a one-time payment in the amount of \$13,000.00 to the City prior to commencement of construction of the Project for tree and urban forestry purposes in Somerville.

(b) **Bailey Road Northbound at Kensington Avenue:**

EVERSOURCE shall construct, perform, and complete the following scope of work, subject to all City specifications and approval by the City: design and installation of a hybrid pedestrian beacon signal (HAWK) at **Bailey Road Northbound at Kensington Avenue (location area as shown on Exhibit C-1)**, as follows: Crosswalk across Mystic Avenue shall be controlled by Pedestrian Hybrid Beacon Signal (Pedestrian HAWK / a.k.a. High Intensity Activated Crosswalk) installed per Chapter 4F of the MUTCD; Materials shall include control cabinet and foundation, anchor bolts and foundation for a mast arm; anchor bolts and foundations for traffic signal posts with pedestrian signal heads and APS pedestrian pushbuttons, signal heads with backplates; all cable and wiring; ground rods, equipment grounding and bonding; service connection and meter post; pole risers, and all other equipment, materials and incidental costs necessary to provide a complete, fully operational Pedestrian HAWK signal; Signal shall have

two HAWK beacon faces facing the northbound approach of Bailey Road, A stop line shall be installed on the exiting pavement where appropriate to the existing crosswalk; The Pedestrian HAWK signal shall be activated by APS pedestrian pushbutton with pedestrian signal head (one on each side of the crossing); and A "Crosswalk Stop on Red" (R10-23) sign shall be mounted adjacent to the pedestrian HAWK signal face on at least one side of the crosswalk.

Such work shall be per a specification, design plans and materials as mutually agreed upon by EVERSOURCE and the entity that will own and operate the beacon signal.

- (c) **Adjacent Ways: Key-Ways.** The Parties agree that the Project will impact Mystic Avenue and its sidewalks, including intersections where roadways connect to Mystic Avenue. As a part of street restoration and mitigation for these impacts to the neighborhood, EVERSOURCE agrees to pave the key-ways from the point of intersection to the point 20 feet from any adjacent street upon which construction will take place, consistent with the City's pavement standards, where the Project impacts sidewalks. Said work shall include putting in crosswalks, and use of thermoplastic, and all shall be completed in accordance with ADA/AAB standards.
- (d) **Restoration of Impacted Streets.** The Parties have reviewed the streets to be impacted by construction in consideration of among other things, the nature and extent of the construction performed on each street and the age and condition of the existing paving of each street impacted by construction. EVERSOURCE agrees that streets excavated in support of the Project, including but not limited to in the Somerville segment of Mystic Avenue (Middlesex Avenue to Alfred A. Lombardi Way), as identified in Exhibit D, shall be repaved curb to curb and center lines and any other lines present prior to construction will be repainted by EVERSOURCE, subject to the Municipality's specifications as set forth in Exhibit D. Sidewalks removed or damaged for manhole and duct line installation or during any work relating to the Project as identified in Exhibit D shall be reconstructed and curb cuts shall be installed at crosswalks on those sidewalks that are replaced as required by City Engineer, in accordance with the specifications in Exhibit D.

The Municipality will notify EVERSOURCE of any concerns about EVERSOURCE's compliance with its restoration obligations under the Order and/or this HCA before the Municipality takes any action with respect thereto so that, to the extent practical, the Parties can develop and implement a plan that resolves such concerns. The Parties acknowledge that it is in their mutual interest to resolve any such concern without

resorting to formal proceedings and/or other action; accordingly, the Parties will negotiate in good faith to identify a mutually acceptable resolution.

(e) **Crosswalks Under I-93.** EVERSOURCE shall place, at its sole cost, outdoor signage at or near crosswalks under I-93 at the intersection of Mystic Avenue and Grant and Wheatland Streets in the event that any part of these crosswalks is unavailable for use by the public at any point in time during construction of the Project, subject to the Municipality's approval. Any closures shall also be part of the TMP, may require public safety details (at EVERSOURCE's expense), and shall be posted on the Project website.

(f) **Economic Development/Business Mitigation.** EVERSOURCE agrees to address potential impacts on the Mystic Avenue and Lower Broadway corridor by taking the following measures:

(1) As part of the TMP, EVERSOURCE will provide for signage directing pedestrians and vehicular traffic to alternate routes and parking as necessary, to include information on construction schedules, EVERSOURCE and City contact information, and the like. EVERSOURCE shall make every effort to ensure that businesses along the route have customer access during construction.

(2) To minimize traffic impacts to businesses, residents, and the public during construction of the Project and facilitate outreach and communication between EVERSOURCE, the City, and the public and business community, EVERSOURCE agrees to reimburse the City for staff costs and associated expenses associated with same, at a cost not to exceed \$30,000. In the event that the Project duration in Somerville is not complete as of the date which is one year from the date of commencement of construction (one "construction" year shall be measured as 12 months excluding winter moratorium months – if any), then for each successive one construction year period, EVERSOURCE shall reimburse the City at a cost not to exceed \$30,000 during each respective construction year period prorated per month. The City shall designate a staff member to liaise between EVERSOURCE, the City, and the public and business community, who may: serve as the City's point of contact for the EVERSOURCE Community Outreach representatives; be the recipient of EVERSOURCE's Project communication materials and relay such Project communication information to the City for the City website; implement signage relative to business access; assist businesses with promotion and marketing or other technical assistance, as desired by the City; attend the Project update meetings to be held twice a month; communicate with EVERSOURCE regarding Project schedules, streets affected, and unplanned changes to the construction schedule; communicate construction updates via email,

Facebook, and Twitter to businesses that abut the construction zone and are impacted by road closures and construction, as desired by the City; and act as facilitator as needed should any escalated community issues arise.

(3) EVERSOURCE shall coordinate with area businesses, and the Municipality regarding anticipated parking locations which will be temporarily unavailable during construction of the Project and EVERSOURCE will provide information regarding where vehicles can be parked and passengers can safely disembark, and EVERSOURCE will publicize any redirection of traffic or mobility access.

(4) EVERSOURCE shall work with City officials to ensure that residents and businesses along the construction route have the opportunity to have pre-construction photos taken to document the pre-construction condition of residences and businesses along the construction route. Residents and businesses shall be entitled to receive a copy of the photo(s) taken from their property upon written request. Prior to construction, EVERSOURCE shall mail a letter to all abutters of the approved construction route explaining the upcoming construction activities and pre-construction photo option.

(g) Mystic Ave/Shore Drive Intersection Restoration. The Parties acknowledge that MassDOT recently completed mobility improvements at the Mystic Avenue/Temple Street intersection. In recognition thereof, EVERSOURCE will coordinate with MassDOT to ensure work activities are coordinated, the potential for impacts to mobility improvements is minimized and if impacted, such improvements are restored to their original condition. EVERSOURCE shall construct, perform, and complete the following scope of work, subject to all City specifications: Extend the curbline on the north side of the street adjacent to the alignment, per a design provided by the City, if the City provides such design (as approved by MassDOT) prior to final street restoration by the Project; Curb radii shall be restored to produce a 20-foot radius at the northwestern and northeastern corners of the intersection with Shore Drive; ADA-compliant curb ramps shall be installed at the northwestern and northeastern corners of the intersection with Shore Drive; Curb radii shall be altered to produce a 20-foot radius at the southwestern and southeastern corners of the intersection with the Somerville Housing Authority driveway; ADA-compliant curb ramps shall be installed at the southwestern and southeastern corners of the intersection with the Somerville Housing Authority driveway; Epoxy gravel pavement markings and vertical flex posts may be used to achieve this new geometry rather than removing and resetting granite curbing; New crosswalk markings shall be installed across all four legs of the intersection;

and ADA-compliant push-button pedestrian signals shall be provided for the new crosswalk.

7. **Community Outreach and Communication Coordination.**

EVERSOURCE will maintain its public outreach program throughout the duration of the Project to inform the Municipality and abutting and nearby property owners of the status of the Project, including, without limitation, upcoming construction activities and schedules, and to respond to any public concerns and/or complaints in a timely manner. EVERSOURCE will utilize a variety of methods, which may include a Project Community Outreach Representative, mailings and/or door hangers, a Project website, and a toll-free Project hotline, to apprise abutting and nearby property owners of Project milestones and nearby construction activities.

EVERSOURCE will maintain a Project web page throughout the duration of the Project. The website shall be established no later than two months prior to Project construction. The link to the web page shall be listed on any material sent to residents by EVERSOURCE. EVERSOURCE shall include a brief description of the Project in Spanish, Portuguese, and Haitian Creole on the website and direct individuals to EVERSOURCE's Transmission Project toll-free hotline number if they need further translation of the information appearing only in English. EVERSOURCE acknowledges that the Municipality may maintain a web page relating to the Project.

EVERSOURCE shall publicize, including on Project collateral, its website and worksite identification signs, EVERSOURCE contact information for questions or concerns. EVERSOURCE shall respond within 48 hours to inquiries provided to Eversource from the City based upon calls received through its 311 system.

EVERSOURCE shall contact the City's Communications Liaison at least two (2) weeks in advance of any work relating to the Project that will impact the City or its residents, including but not limited to: closures of public ways including sidewalks; excessive levels of noise, and impact on any utility or water service. EVERSOURCE's Community Outreach Representative shall attend meetings twice monthly with City officials during construction or as needed. When necessary, representatives of EVERSOURCE will be available at such meetings to address specific concerns such as traffic, safety, relocating bus stops and on-street parking and environmental concerns. In advance of each meeting, the Community Outreach Representative shall provide the Liaison with a three-week look ahead describing the construction activities planned for the upcoming three weeks. Said schedule shall be provided every other week, irrespective of the above-meeting schedule. The City understands that such schedules are subject to change and that EVERSOURCE will make reasonable efforts to update the schedule in a timely manner.

During any and all work on the Project, EVERSOURCE shall have a Construction Manager assigned to the Project and available to respond to technical construction questions and/or concerns, as needed. The Construction Manager will serve as the

construction point of contact for the EVERSOURCE Community Outreach representative to help address such questions or concerns from the City and other stakeholders. The Construction Manager will, among other responsibilities, maintain a permanent presence at the Project site during work hours for the duration of the Project. He or she will assist the EVERSOURCE Community Outreach Representative, as needed, to respond to technical questions or concerns raised by individuals and groups, as well as the City, and all its departments; representatives of local neighborhood groups; and representatives of local businesses.

While the EVERSOURCE Community Outreach Representative is the primary point of contact for residents, businesses, neighborhood groups, and similar during the hours of construction, the Site Installation Project Manager shall be responsive to City officials 24 hours a day/seven days a week to address technical concerns.

EVERSOURCE shall require its contractor to place a sign, with EVERSOURCE's logo, phone, and Project website at all worksites during the Project.

8. Claims Process.

EVERSOURCE will contract with qualified and experienced contractors in the execution of the construction work and will work cooperatively with property owners and business owners to avoid disruptions and mitigate impacts to the extent practicable. Every effort will be made to ensure that access to residences and businesses is maintained.

If, despite these methods and measures, a property or business owner believes he/she has suffered harm, or experiences a dispute that they believe cannot be readily remedied, the issue can be brought to EVERSOURCE's attention in a number of ways. Property or business owners can initiate the claim process by contacting the Field Outreach Representative, calling the Project Hotline or sending an email as outlined on the Project web page. Communication of these methods of contact for any questions or concerns about the Project, including construction activities, is a fundamental component of EVERSOURCE's outreach program and project communications.

Depending on the type, nature and circumstances of the claim, it will be evaluated directly by EVERSOURCE and, if related to contractor activities, referred to the contractor for prompt resolution. For property damage, EVERSOURCE will investigate the issue and repair any damage caused by its actions. For contractor-related claims, EVERSOURCE will act as a liaison between the claimant and the contractor, and will monitor the contractor's resolution of the claim to ensure that any damage caused by Project activities is promptly addressed. If the damage is something that can be and is readily remedied, no claim form is required and the matter is considered resolved when the repair/replacement has been made. If the claim cannot be readily remedied or involves business disruption, the claimant would fill out a claim form with the necessary documentation. The claim will then be promptly evaluated by the EVERSOURCE Project Claims Committee and, if warranted, resolved with the claimant. If not resolved, EVERSOURCE will provide the claimant with the reason(s) for the denial. Upon request, EVERSOURCE shall provide

the City with non-confidential information, as appropriate, as to the status of claims received by EVERSOURCE.

9. **Representatives.**

Each Party will 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 HCA. Those representatives will communicate on a regular basis as appropriate based on the progress of the Project and otherwise to address any concerns.

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

To the Municipality: Mayor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

and with a copy to: City Solicitor, at the same address.

To EVERSOURCE: EVERSOURCE ENERGY
247 Station Drive
Westwood, MA
Attention: Kate McEneaney
Email: katherine.mceneaney@eversource.com

with a copy to: EVERSOURCE ENERGY
107 Selden Street
Berlin, CT 06037
Attention: General Counsel c/o Amy Van Dyke
Email: amy.vandyke@eversource.com

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

10. **Term.** This HCA will remain in effect until completion of the Project; *provided* that this HCA will terminate immediately without further obligation of either Party if the EFSB does not approve the Project and an appeal of such denial, if any, is upheld by the Massachusetts Supreme Judicial Court, or the Order does not approve the installation of any transmission facilities in the Municipality for the Project.

10.1 Completion of Work. Each and every one of EVERSOURCE's obligations and acts required under this HCA shall be fully completed no later than the date of completion of the construction of the portion of the Project in Somerville, ("completion of the Project" to be defined as completion of final street and sidewalk restoration), unless an alternative date is explicitly specified for any such obligation or act elsewhere in this HCA. Further, any amounts paid by EVERSOURCE to the City as provided for in this HCA shall be non-refundable.

11. Miscellaneous.

11.1 Successors and Assigns; Contractors. This HCA is binding upon, and inures to the benefit of, EVERSOURCE, the Municipality, and their respective successors and assigns to the full extent permitted by law. EVERSOURCE shall be responsible and liable for the acts and omissions of its employees, contractors, subcontractors, representatives, and/or any other person acting on its behalf, including but not limited to compliance with all terms of this HCA.

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

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

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

11.6 Default. Failure by EVERSOURCE to perform any term or provision of this HCA shall not constitute a default under this HCA unless EVERSOURCE fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the Municipality to EVERSOURCE and thereafter fails to complete such cure, correction or remedy within one hundred-twenty (120) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such one hundred-twenty (120) day period, within such additional period of time as is reasonably required to remedy such default, provided EVERSOURCE exercises due diligence in the remedying such default. A default by EVERSOURCE shall suspend any ongoing obligations of the Municipality under this HCA and the defaulting party shall be

subject to the all equitable and legal remedies that may be imposed by a court of competent jurisdiction.

11.7 Indemnification. EVERSOURCE shall indemnify, defend (with counsel otherwise not adverse to the City), and hold harmless the City of Somerville, its officers, employees, agents and representatives ("City Indemnified Parties") from and against any and all claims, suits, liabilities, losses, damages, costs or expenses (including judgments, costs, interest, reasonable attorney's fees and reasonable expert's fees) arising directly from or in connection with any act or omission relating in any way to the construction of the Project, or performance of mitigation requirements under this HCA, by EVERSOURCE, its agents, officers, employees, contractors, or subcontractors, provided that the obligations for EVERSOURCE to indemnify and hold harmless the City Indemnified Parties that are set forth in this paragraph shall not apply if such claims, suits, liabilities, losses, damages, costs or expenses are a result of the sole conduct or sole omissions of the City Indemnified Parties. The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this HCA.

If a City Indemnified Party seeks indemnification pursuant to this paragraph, the City shall notify EVERSOURCE of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

11.8 Authority. The Parties warrant that the signatories to this HCA have the authority to act on behalf of the Parties.

11.9 Entire Agreement; Severability. This HCA represents the entire agreement of the Parties with respect to the Project in the City. If any provision of this HCA is held invalid by a court of competent jurisdiction, (a) the remainder of this HCA shall not be affected thereby and shall remain in full force and effect; (b) the Parties shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and puts the Parties in substantially the same economic, business, and legal position as they would have been in if the original provision had been valid and enforceable. The Parties may agree, however, that due to unforeseen circumstances or impacts, including but not limited to, construction start or completion is delayed by more than 180 days, to re-open negotiations and amend this HCA. Agreement to re-open negotiations shall not be unreasonably withheld and any amendments to this HCA shall be in writing and executed by both Parties.

11.10 Insurance. EVERSOURCE shall at all times maintain insurance coverage as required and appropriate for the Project, including insurance for claims arising out of injury to persons or property, and shall have the City named as an additional insured on its insurance policies. Within ten (10) calendar days of the Effective Date of this HCA, EVERSOURCE shall furnish to the City a Certificate of Insurance evidencing the insurance policy coverages (other than self-insured programs) and that the City is named an additional insured.

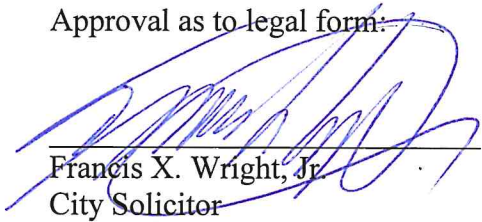
INTENTIONALLY BLANK UNTIL END OF PAGE.

The Municipality and EVERSOURCE have caused this HCA to be executed by their duly authorized representatives as of the Effective Date.

CITY OF SOMERVILLE

By 
Joseph A. Curtatone, Mayor

Approval as to legal form:


Francis X. Wright, Jr.
City Solicitor

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

By _____
Mary Ellen Paravalos
Vice President-ISO, Siting and Compliance
Eversource Energy Service Company, as Agent for
NSTAR Electric Company

The Municipality and EVERSOURCE have caused this HCA to be executed by their duly authorized representatives as of the Effective Date.

CITY OF SOMERVILLE

By _____
Joseph A. Curtatone, Mayor

Approval as to legal form:

Francis X. Wright, Jr.
City Solicitor

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

By Mary Ellen Paravalos
Mary Ellen Paravalos
Vice President-ISO, Siting and Compliance
Eversource Energy Service Company, as Agent for
NSTAR Electric Company

Exhibit A: Proposed Route

INSERT MAP/DESCRIPTION HERE

Exhibit B: Municipal Siting Approvals

Municipal Siting Approval	Anticipated Application Date
Street Opening Permit	On-going
Review/Approve Corridor used for Utility; Engineering review and approval prior to issuance of Grant of Location.	Q2 2017

Exhibit C: Parking Meter Policy and Request Form



CITY OF SOMERVILLE, MASSACHUSETTS

TRAFFIC AND PARKING DEPARTMENT

JOSEPH A. CURTATONE

MAYOR

TEMPORARY PARKING RESTRICTIONS PERMIT SIGN POSTING POLICIES

This permit is issued in accordance with the provisions of the Somerville Traffic Regulations, Article VIII, § 8-6. Any approved temporary parking restrictions contained in a permit shall not have the force of law if all sign posting requirements are not met.

AS THE PERMIT APPLICANT, YOU ARE REQUIRED TO POST SIGNS PROVIDED TO YOU BY TPD UPON APPROVAL OF PERMIT, IN THE FOLLOWING MANNER:

1. **When to Post Signs:** At least 48 hours prior to the date and time when temporary parking restriction is scheduled to go into effect, permit holder must post all required signs.
2. **Where to Post Signs:** Temporary "NO PARKING" signs shall be posted a minimum of every 20 feet in the area where parking is restricted. Signs shall be affixed to sign poles, trees, barrels/cones, and telephone/light poles. Signs shall **NOT obscure other traffic signs**. Signs may be affixed using tape, twine, or rope but **NOT nails or staples**.
3. **Prohibitions:** Parking restrictions cannot be installed across crosswalks/driveways, 10 feet from a hydrant, or 20 feet from an intersection. Signs must be in legal, permit parking spots only.
4. **Snow Emergency:** Snow emergency parking restrictions supersede any posted signage. The permit may be revoked at the discretion of TPD; you will be notified of any revocation.
5. **Removal of Signs:** Signs shall be removed by the permit holder as soon as the approved parking restriction expires as stated on the permit and posted for no longer than 5 days duration. After removal, permit holder shall properly dispose/recycle signs.
6. **Contact Traffic and Parking:** Once signs are posted, **applicant must notify TPD** by calling '311' to report date and time of posting (no less than 48 hrs before desired restrictions). Once signs are removed, applicant must notify 311 to report date and time of removal. Please call 617.666.3311 from cell phone or outside of Somerville.

Traffic & Parking 133 HOLLAND ST SOMERVILLE, MASSACHUSETTS 02143
(617) 625-6600 EXT. 7900 TTY: (617) 666-0001 FAX: (617) 628-6675
EMAIL: traffic@somervillema.gov or www.parksomerville.com



ACKNOWLEDGEMENT STATEMENT

By my signature below, I hereby acknowledge that I have reviewed and agree to comply with any and all requirements of this permit, City of Somerville Code of Ordinances, Somerville Traffic Regulations, Traffic and Parking Department's Temporary Parking Restrictions Permit Moving Van Permit Sign Posting Policies, and all other applicable law.

To the extent permitted by law, I further agree to indemnify and hold harmless the City of Somerville, its officers, employees, agents and volunteers from any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses arising from or out of, or connected with, the permit holder's permit and/or use thereof, including but not limited to the failure to post signage and any and all charges and/or fees or fines of any kind relating thereto, unless the damage is caused by the City of Somerville's gross negligence or willful misconduct.

SIGNATURE: _____ DATE: _____

Print Name: _____

Address: _____

Email: _____ Phone #: _____

If you are the moving party, are you moving in or out of Somerville? _____

If you are moving out of Somerville please provide the address you are moving to below:

Street Address

City

State

TEMPORARY PARKING RESTRICTIONS PERMIT
PART A – APPLICANT

• **APPLICANT INFORMATION**

DATE OF NO PARKING RESTRICTION: _____

NAME OF APPLICANT: _____

SITE CONTACT PERSON: _____

TELEPHONE #: _____ EMAIL: _____

TITLE/POSITION: _____

ACKNOWLEDGEMENT STATEMENT

The undersigned company/individual acknowledges responsibility for the posting of “TEMPORARY NO PARKING” signs as part of this permit. Further, he/she/we understand the requirement and need for timely posting of said signs in accordance with this permit. Further, the undersigned agrees and acknowledges that the applicant will be liable to the City and/or to an individual who may be affected by the applicants failure to so post, for any and all charges and/or fees or fines whatsoever of whatever kind or nature that arise out of the failure of the applicant to assure proper and timely posting of said signs.

SIGNATURE: _____ **DATE:** _____

DATE: _____

CONTINUE TO PART B – LOCATION

FOR OFFICE USE ONLY

APPROVED

BY: _____ DATE: _____

T&P PERMIT # _____ AMOUNT OF PAYMENT RECEIVED: _____

W/O #: _____ INSTALL DATE/TIME: _____ REMOVAL

DATE/TIME: _____

BY: _____

COMMENTS: _____

TEMPORARY PARKING RESTRICTIONS PERMIT

PART B – LOCATION

• **LOCATION INFORMATION**

STREET/LOT NAME: _____ HOUSE NUMBER: _____

METERED LOCATION: Y OR N METER #S: _____

• **RESTRICTION INFORMATION**

STARTING DATE: _____ ENDING DATE: _____

STARTING TIME: _____ ENDING TIME: _____

→ **IF METERED** (*posted by T&P Staff)

BAGGED METER : _____ **X** COST PER DAY: \$35 = SUBTOTAL 1: _____

SUBTOTAL 1: _____ **X** # OF DAYS: _____ = SUBTOTAL 2: _____

SUBTOTAL 2: _____ + **\$35** FEE FOR BAGGING OF METERS= _____
GRAND

→ **IF NOT METERED SIGNAGE** (*posted by applicant)

OF SIGNS REQUIRED: _____

X COST PER SIGN: \$5.00 = GRAND TOTAL: _____

Exhibit C-1: HAWK Signal – Subject Location of Area

Crosswalk on Bailey Road at Kensington Ave

Alley Rd

Kensington Ave

Hybrid pedestrian beacon signal (HAWK)

Foley St

Legend
Blockbuster Express
Feature 1
Feature 2

EXHIBIT D: List of Adjacent Ways/Pavement Restoration; Public Ways Restoration and Specifications

(a) As a part of street restoration and mitigation for these impacts to the neighborhood, EVERSOURCE agrees to re-pave the following Somerville public way segment of Mystic Avenue, from the point of intersection with Middlesex Avenue to the point of intersection of Grand Union Boulevard and Alfred A. Lombardi Way and the road segment of Alfred A. Lombardi Way consistent with the City's pavement standards. The remainder of the Route 38 (Mystic Avenue) and Bailey Road (unless within City's jurisdiction which then shall conform with City's pavement standards) in Somerville will be re-paved in accordance with EVERSOURCE's State Highway Access Permit and re-pavement requirements and standards.

The above road segment and limits of restoration identified, are preliminary and, as work commences, this list may be modified by agreement of the Parties, due to impacts of the Project, and EVERSOURCE agrees to restore same as part of the Project.

(b) EVERSOURCE agrees that the above listed street segment in the Somerville segment excavated for the Project, shall be re-paved curb to curb. All traffic lines and traffic signal loops and crosswalks where applicable present prior to construction will be reinstalled and repainted by EVERSOURCE.

(c) The following impacted sidewalks, crosswalks, and curb cuts shall also be replaced:

Crosswalks:

- Shore Drive (MassDOT segment)
- Mystic Temple Street (MassDOT segment)
- Both crosswalks at the Fellsway and Bailey Road intersections
- Bailey Road to Kensington Avenue intersection
- Mystic Avenue at New Road

Sidewalks:

- Mystic Avenue from Middlesex Avenue to New Road (in front of Home Depot)
- Mystic Avenue from New Road to Sta. 365+00 (Stone & Cabinet shop)

The above list of crosswalks and sidewalks, and limits of restoration identified, are preliminary and, as work commences, this list may be modified by agreement of the Parties,

due to impacts of the Project, and EVERSOURCE agrees to restore same as part of the Project.

(d) The City's specifications for street excavation and re-pavement, and curb cut or crosswalks, and sidewalks, are set forth as follows:

Somerville's Street Opening Permit Manual online here:

<http://www.somervillema.gov/sites/default/files/permit-manual.pdf>

Any sidewalk and associate curb impacted by the Project will be reconstructed to City standards and of the same materials as existing. The City will specify the rebuilt width of restoration (subject to ADA compliance), as some sidewalks are in poor condition and will require improvement to meet ADA requirements if impacted, including the installation of handicap access and crosswalks ramps.

All work must comply with ADA and AAB requirements. All work, including on public ways in the City's jurisdiction, shall be in conformance with MassDOT specifications.

**EXHIBIT – EVERSOURCE TO ATTACH CERT OF AUTHORITY, CERT
OF GOOD STANDING**

NSTAR ELECTRIC COMPANY
DBA EVERSOURCE ENERGY

SECRETARY'S CERTIFICATE

I, the undersigned, HEREBY CERTIFY that at a meeting of the Board of Directors of NSTAR ELECTRIC COMPANY, dba EVERSOURCE ENERGY, (the "Company"), duly called and held on October 11, 2016, at which meeting the entire Board was present and acting throughout, the following resolution was duly adopted:

RESOLVED that this Board hereby confirms that in exercising the parties' rights and obligations under the Service Contract between the Company and Eversource Energy Service Company ("Eversource Service"), the officers of Eversource Service have the authority, by virtue of their offices and within the scope of their respective responsibilities, to sign contracts, bills, notes, receipts, acceptances, endorsements, releases and other instruments, papers and documents for and on behalf of this Company, as agents of this Company, subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

I DO FURTHER CERTIFY that the foregoing resolution is still in full force and effect as of this date.

I DO FURTHER CERTIFY that pursuant to the resolution set forth above, Mary Ellen Paravalos, Vice President-ISO, Siting and Compliance of Eversource Service, has lawful and proper authority to sign for and on behalf of the Company contracts and other documents, including the document accompanying this Certificate, and that the execution of such document represents the binding and authorized action of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand on this 1st day of June, 2017.

Richard J. Morrison

Richard J. Morrison
Secretary



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

May 31, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that according to records in this office, **THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON** was chartered under the provisions of Chapter 106 of the Public Statutes on **January 8, 1886**.

I also certify that under the provisions of Chapter 217 of the Acts of 1937 the name of said corporation was changed to **BOSTON EDISON COMPANY** on **July 16, 1937**.

I further certify that by Articles of Merger filed here **January 1, 2007**, the name of said corporation was changed to **NSTAR ELECTRIC COMPANY**.

I also certify that so far as appears of record here, said corporation still has legal existence.

I further certify that in a **Certificate of Change of Directors or Officers** filed here **April 3, 2017**, the officers and directors are listed as follows:-

<See Attached>



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

A TRUE COPY ATTEST

William Francis Galvin
 WILLIAM FRANCIS GALVIN
 SECRETARY OF THE COMMONWEALTH

DATE 5-3-17 CLERK NK

Certificate of Change of Directors or Officers of Domestic Business Corporations

(General Laws, Chapter 156B, Section 53)

Identification Number: 041278810

I, RICHARD J. MORRISON ☒ Clerk ☐ Assistant Clerk,

of NSTAR ELECTRIC COMPANY

having a principal office at: 800 BOYLSTON STREET, 17TH FLOOR BOSTON, MA 02199 USA

certify that pursuant to General Laws, Chapter 156B, Section 53, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows: *(Please provide the name and residential street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any additional officers of the corporation.)*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	CRAIG A. HALLSTROM	800 BOYLSTON STREET BOSTON, MA 02199 USA	
TREASURER	CHRISTINE L. VAUGHAN	247 STATION DRIVE WESTWOOD, MA 02090 USA	Until Next Election
SECRETARY	RICHARD J. MORRISON	800 BOYLSTON STREET BOSTON, MA 02199 USA	
CLERK	RICHARD J. MORRISON	800 BOYLSTON STREET BOSTON, MA 02199 USA	Until Next Election
DIRECTOR	JAMES J. JUDGE	800 BOYLSTON STREET BOSTON, MA 02199 USA	
DIRECTOR	GREGORY B. BUTLER	56 PROSPECT STREET HARTFORD, CT 06103 USA	
DIRECTOR	WERNER J. SCHWEIGER	107 SELDEN STREET BERLIN, CT 06037 USA	
DIRECTOR	PHILIP J. LEMBO	800 BOYLSTON STREET BOSTON, MA 02199 USA	Until Next Election

SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of April, 2017,
RICHARD J. MORRISON, Clerk / Assistant Clerk.