

**AGREEMENT BETWEEN  
THE TOWN OF ALLENSTOWN AND NORTHERN PASS TRANSMISSION LLC**

THIS AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2017, between the TOWN OF ALLENSTOWN, NEW HAMPSHIRE (“Town”) and NORTHERN PASS TRANSMISSION LLC (“NPT”). NPT and the 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 Town (“Project Facilities”); and

WHEREAS, both the 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 Town and its residents that construction impacts will be avoided, minimized, and mitigated, and facilitates the use of efficient construction methods; and

WHEREAS, it is in the best interests of the Town and 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 Town desires that NPT comply with the following provisions regarding construction and operation of the Project Facilities; and

WHEREAS, the 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 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. Prior to the commencement of construction activities for any Project Facilities, NPT shall provide the Town with a schedule for construction activities which shall be updated to the extent changes occur.

2.3        Traffic Control. NPT shall coordinate with 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 Town require traffic control, such services will be provided by qualified personnel engaged by NPT. Prior to construction activities commencing, NPT will work collaboratively with Town officials, specifically the Chief of Police, to identify areas where qualified persons and/or traffic control devices may be required and ensure that such qualified personnel and/or traffic control devices are provided.

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 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 a.m. and 7:00 p.m. 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 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 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. NPT will notify the Town of any night work in advance.

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 Town facilities.

## 2.8 Blasting.

(a) 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.

(b) NPT will provide a blasting plan to the Town, which will demonstrate how blasting operations will commence. The blasting plan will include pre-blast and post-blast survey procedures, vibration monitoring, activity hazard analysis, notification procedures, and a written procedure for handling complaints and claims about property damage or physical injury as a result of blasting activities. The plan will also provide information about physical site perimeter control measures, safety control measures, warning signs and sounds, site control plans for essential workers, and safeguards to ensure building foundations, wells, or other structures will not be damaged by the blasting.

(c) At least ten (10) days before blasting commences, NPT shall brief the Town on the blasting plan.

(d) NPT agrees to provide notification of blasting operations to the Town Fire Chief not less than 24 hours prior to the estimated start date of the blasting. The licensed professional conducting the blasting shall notify the Town no less than 30 minutes prior to each blast. Such notice shall include the name of the company conducting the blasting; the address of the blasting; the approximate time of the blasting; and the approximate amount of explosives to be used.

(e) Blasting operations will be conducted during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, unless expressly authorized in advance by the Town Fire Chief.

(f) Each licensed blasting contractor shall keep a record of explosive material fired or otherwise disposed of consistent with the terms of Saf-C 1607.03.

## 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 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 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.

(c) The Parties acknowledge and agree that helicopters may be necessary at times in order to complete construction of the Project Facilities. To the extent practical, NPT agrees to provide notice to the Town of its intended use of helicopters.

(d) Where access roads meet the public roads, NPT may use rock aprons or the equivalent to minimize the tracking of dirt from the access road onto the public road as a result of construction vehicle movements.

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 provided to the Town.

### Article 3 PUBLIC ROADS

#### 3.1 Public Roads.

In the event that NPT wishes to utilize 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 Town of local public roads to be used within the 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.

(c) NPT agrees to prohibit its contractors from operating commercial vehicles on Dowst Road at any time during the year, except that NPT may utilize and improve the existing access road to cross Dowst Road.

### Article 4 ENVIRONMENTAL REQUIREMENTS

4.1 Stormwater Plan. Prior to the commencement of construction of any Project Facilities, NPT shall provide the 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 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 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 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 Town.

## Article 7 EMERGENCY RESPONSE

7.1 Access. The Town shall have access to the Project Facilities for the purpose of emergency response. NPT shall provide to the 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 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 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 Town emergency services and ensure access for those responder departments.

7.2 Coordination. Upon request, NPT shall cooperate with the 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 Town, including provisions for escorted access to the Project Facilities and provisions notifying the 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 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 Town Administrator 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 Town Administrator 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 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 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 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 Parties hereto, their successors, 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF ALLENSTOWN

By: \_\_\_\_\_

Name: \_\_\_\_\_

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.