

GRANT OF LOCATION

It is hereby ordered, by the City Council of the City of Beverly, pursuant to the petition of New England Power Company (“NEP”) for a grant of location for electric transmission lines for the project known as the “N-192 Cable Replacement Project,” Energy Facilities Siting Board (“EFSB”) docket number 19-04¹ (the “Project”), and pursuant to the City Council’s authority under Chapter 166, Sections 21 and 22 of the Massachusetts General Laws, that:

1. NEP is hereby granted those rights and authorities necessary to install lines for the transmission and distribution of electric power, including the right and authority to open the public way, in those locations shown on [insert name of plan] (the “Plan”), currently on file with the Commissioner of Public Services & Engineering (“Commissioner”) and City Engineer;
2. Said grant shall include all rights and authorities necessary to install said electric lines and all related fixtures, facilities, structures, equipment, or other appurtenances, if the same are: (1) necessary to protect or operate said electric lines or to accomplish the objectives of the N-192 Cable Replacement Project, and (2) shown on said Plan;
3. No later than the 60th day following completion of all Project construction activities in Beverly, NEP shall submit to the Commissioner and City Engineer as-built construction plans in the form and with the detail requested by the Commissioner and City Engineer and shall, no later than the 7th day following said submission, file a certification with the City Clerk attesting to having done the same, for filing by the Clerk with this Grant of Location; and
4. NEP shall comply fully and completely with all conditions included with this Grant of Location, the City Council having duly determined and found, based on evidence submitted to it and included in its record of public hearings for this Grant of Location, that full and complete

¹ Consolidated with Department of Public Utilities docket numbers 19-77 and 19-78.

compliance is necessary for the public's use of the City's ways not to be incommoded, and for navigation not to be endangered or interrupted.

Dated: June __, 2022,

By the Beverly City Council:

Julie R. Flowers,
President, At-Large

Todd C. Rotondo,
Vice President, Ward 1

Hannah L. Bowen
At-Large

Brendan S. Sweeney
At-Large

Estelle M. Rand
Ward 2

Steven M. Crowley
Ward 3

Scott D. Houseman
Ward 4

Kathleen M. Feldman
Ward 5

Matthew J. St. Hilaire
Ward 6

Grant of Location Conditions

Condition 1: NEP² shall comply with all applicable City of Beverly Ordinances, rules, and regulations.

Condition 2: NEP shall comply with the “Dig Safe Law,” Chapter 82, Sections 40 through and including 40E of the Massachusetts General Laws and the Department of Public Utilities regulations issued thereunder.

Condition 3: NEP shall comply with the “Excavation and Trench Safety Law,” Chapter 82A of the Massachusetts General Laws.

Condition 4: NEP shall comply with all orders issued by any City of Beverly official pursuant to any City Ordinance, rule, or regulation, any Massachusetts statute or regulation, or any other legal authority authorizing said City official to issue an order, including an order to NEP directing a halt to Project work.

Condition 5: NEP shall comply with all provisions and conditions of the Final Decision and Orders issued by the EFSB in docket number 19-04.

Condition 6: NEP shall comply with all terms and provisions of the Memorandum of Agreement, entered into on March 26, 2020, between the City of Beverly and NEP concerning the Project, and any amendments to that Memorandum. In the event a term or condition of this Grant of Location concerns the same subject matter as a term or provision of that Memorandum or any amendment thereto, NEP shall comply with both unless compliance with both is impossible, and in such a case of impossibility, NEP shall comply with the more stringent requirement between the two.

Condition 7: NEP shall install the cable at a depth of no less than 30” from the top of the conduit to the pavement and in a delta configuration along the entire Project route.

Condition 8: NEP shall comply with all provisions of the following plans submitted to the City Council in support of NEP’s petition for this Grant of Location:

² In these Conditions, “NEP” shall mean and include NEP and its contractors, subcontractors, or any other person or entity working on its behalf or at its direction.

- (a) Noise Control Plan;
- (b) Outreach Plan;
- (c) Rodent Control Plan;
- (d) Storm Water Prevention Plan;
- (e) Traffic Management Plan;
- (f) Archeological Survey and Monitoring Plan;
- (g) Dust Management Plan; and
- (h) Post Reviews Discovery Plan.

This condition is subject to the requirement that all such plans must receive the approval of the City official or entity with jurisdiction over the same. Any City official or entity with jurisdiction may amend or modify the requirements of said plans and NEP shall comply with all such amendments or modifications.

Condition 9: If NEP desires to install electric wires, related facilities, or other structures in any location not depicted on the Plan, no matter the reason, NEP shall inform the Commissioner of that change and shall be prohibited from doing so until such time as the Commissioner approves the change in writing upon a finding that:

- (a) The public health, safety and the environment will be protected;
- (b) Strict compliance with the Plan would undermine the public interest;
- (c) Specific substitute requirements will be imposed that will result in the substantial protection of the rights of persons affected by the Plan deviation; and
- (d) The Plan deviation will not violate the provisions of any federal or state law or local requirement.

Condition 10: The City Council hereby creates an “N-192 Replacement Project Citizens Advisory Committee,” the membership of which shall be determined by the Council. NEP shall meet in person with said Committee at least twice prior to commencing Project-related construction activities and no

less than once every 3 months following issuance of this Grant of Location until the conclusion of the Project. The City Council encourages the Commissioner's attendance at said meetings as reasonably practicable. At said meetings, NEP shall hear, respond to, and consider input provided by the Committee concerning the Project and shall provide to the Committee all information reasonably requested by the Committee concerning the Project.

Condition 11: NEP shall conduct two video sweeps—a “pre-construction video sweep” and “post-construction video sweep”—from the public way along the Project route to document pre-construction and post-construction conditions. NEP shall provide the Commissioner reasonable advance notice of the sweep and shall allow one or more City officials, as designated by the Commissioner if he so chooses, to observe both video sweeps. NEP shall provide both videos to the Commissioner, and each shall be a public record as defined by G.L. c.4 §7, cl.26, except as otherwise provided by law. Before conducting each video sweep, NEP shall provide notice by mail to property owners and residents abutting the Project route at least 21 days prior to the date of the video sweep. Said notice shall, in addition to notifying the recipient of the video sweep from the public way, also state that the recipient may request and schedule a date for a video sweep of the recipient's private property and provide information and instructions for making such a request.

Condition 12: NEP shall agree to a written electromagnetic field (“EMF”) monitoring plan, to be reviewed and approved by the Commissioner. The plan shall include protocols for EMF monitoring by NEP before and after the Project. The City shall have the option to hire or assign an independent EMF consultant, of the City's own choosing, to review NEP's proposed EMF monitoring plan for the City and thereafter to serve as a peer-reviewer and consultant for the City with respect to all EMF monitoring and related activities performed by NEP. NEP shall reimburse the City for the costs and expenses of the EMF consultant.

Condition 13: NEP shall restore all public ways impacted by the Project to those ways' condition prior to the start of the Project or through any other mechanism as may be agreed-to by the City and NEP.

Condition 14: NEP shall comply with the construction hours limitations set forth in EFSB No. 19-04, Condition H. NEP shall be further prohibited from construction activities on federal or state holidays, without prior written approval from the Commissioner.

Condition 15: NEP is prohibited from using any parcel of land in the City as a laydown area for the Project. This condition is based on NEP's representation to the City Council that its laydown area for the Project will be located outside of the City's boundaries. Should NEP seek subsequently to use a parcel of land within the City as a laydown area, it may do so only after applying to and receiving the written permission of the City Council.

Condition 16: NEP shall mitigate the impacts of Project-related lighting on abutters, residents, and other persons and entities by lowering lighting levels and aiming lighting away from houses and other surrounding structures, toward the ground, to the extent that doing the same is feasible and consistent with workplace safety. Further, if Project-related lighting is necessary for construction activities that will occur after daylight-hours, NEP shall submit to the Commissioner a lighting plan prior to commencing any such construction activities.

Condition 17: NEP shall make a closed-circuit interior video recording of all existing City sewer and drain structures and components along the Project route prior to commencing any construction activities. NEP shall clean all existing City sewer and drain structures and components prior to making the video recording. NEP shall provide the Commissioner copies of the video recording, which shall be a public record as defined by G.L. c.4 §7, cl.26, except as otherwise provided by law.

Condition 18: If a utility service connection to a residence, business, or other structure cannot be maintained in operation during Project construction activities, NEP shall, at least 45 days prior to performing construction activities affecting such a connection, submit, to the Commissioner and all persons or entities affected by such a connection, plans to install temporary service lines. No construction activities affecting such a connection shall be commenced until such plan has been approved by the Commissioner, in writing, upon a finding that:

- (a) The public health, safety and the environment will be protected;
 - (b) Compliance with the plan would serve the public interest;
 - (c) Specific requirements will be imposed that will result in the substantial protection of the rights of persons affected by the plan;
- and

(d) The plan will not violate the provisions of any federal or state law or local requirement.

Condition 19: The City Council understands that the City and NEP have agreed to the City's retention of an engineering consultant to oversee construction activities on the City's behalf. NEP shall provide the engineering consultant with unfettered access to the Project for that purpose. NEP is prohibited from engaging in any Project-related construction activities until the City has retained the engineering consultant and has provided written notice to NEP that the City has done so.

Condition 20: NEP shall consult with the Fire Chief to develop a plan, procedures, and requirements for all construction activities within the vicinity of the Central Fire Station. NEP shall be prohibited from undertaking any construction activities in the vicinity of the Central Fire Station without the advance written permission of the Fire Chief.

Condition 21: NEP shall designate a Project liaison, who shall be available around-the-clock (24 hours a day, 365 days per year) at a designated, direct dial telephone number to all City officials and entities. Said Project liaison shall be knowledgeable concerning the Project and shall have sufficient authority to direct Project-related activities as may be necessary or appropriate to address emergencies or unforeseen circumstances.

Condition 22: NEP shall maintain and ensure pedestrian access along the entire Project route during Project-related construction. Access shall include access as appropriate and required for persons with disabilities.

Condition 23: NEP shall compensate all business owners for impacts to business revenues due to Project-related activities. Any affected business owners may establish an entitlement to compensation under this Condition by providing to NEP receipts establishing a decline in business revenue as compared to (a) the same period in prior years or (b) a similar period in the current or a prior year.

Condition 24: Prior to commencing construction on the Project, NEP shall obtain an evaluation report from a certified arborist documenting the condition of the public shade trees along the Project route and the need for the replacement, pruning or trimming of trees affected by the construction along the Project route. NEP shall provide the report to the Commissioner and City Arborist and shall meet with those officials or either's designees to

discuss potential impacts to the identified trees. In the event NEP removes public shade trees along the Project route, it shall replace those trees; provided, however, that all replacement trees shall have a minimum six-inch caliper diameter at breast height.

Condition 25: NEP shall guarantee the continuing health of any trees, including those newly planted in connection with the Project and those subject to root cutting related to the Project, for a period of two (2) years after the conclusion of the Project. Should impacted trees die or become substantially impaired during this two-year period, as determined by the Forestry and Grounds Foreman, NEP shall replace any impacted tree. This requirement shall be limited to a one-time replacement.

Condition 26: No Project-related construction staging activities of any kind shall occur within the perimeter of the Central Cemetery. All such activities are prohibited.

Condition 27: NEP shall coordinate with the Commissioner and Police Chief to develop plans, procedures, and requirements for barriers, trench plates, and other safety measures during construction.

Condition 28: NEP shall provide in-person updates to the Commissioner during construction of the Project at least once every two weeks or as otherwise agreed to by the Commissioner. NEP shall also provide periodic updates to any City official upon request.

Condition 29: NEP shall comply with all provisions in the Beverly – Salem Transmission Reliability Outreach Plan, updated November 2021 and provided to the City Council in support of NEP’s petition for this Grant of Location. NEP shall also comply with the following requirements:

- (a) All communications made pursuant to such Plan shall be provided in English, Spanish, Portuguese, and Albanian and any other language as may be requested by the City or any person or entity;
- (b) The Project website, which NEP shall maintain throughout the duration of the Project, shall be identified on all communications provided to any person or entity and on all Project signage;
- (c) The Project website shall contain information and instructions for requesting a video sweep of private property along the Project route;

- (d) The Project website and at least one direct mailing to abutters along the Project route shall contain information and instructions for individuals with sensitive medical conditions or other specialized circumstances to contact NEP, if they choose to do so, to make special arrangements to address their individualized circumstances during periods of construction;
- (e) The Project website shall always contain a minimum two-week look ahead of Project activities including all construction activities and locations.
- (f) NEP shall maintain a toll-free Project hotline phone number and email address, both of which NEP shall regularly monitor. NEP shall respond to all communications received on either medium within one business day of receipt; and
- (g) NEP shall conduct at least one in-person public information open house prior to the start of Project-related construction activities and shall be prepared at said open house to respond to and address all concerns, including traffic, safety, public transportation, pedestrian access, noise, on-street parking, environmental, EMF, or other issues.

Condition 30: NEP shall have a detailed procedure for handling claims of damage to persons, vehicles or property of Beverly residents, visitors, business owners or the City itself as the result of Project construction activities. This procedure shall be provided to the City Council in writing prior to the start of Project-related construction. The Project website shall contain information on how to submit claims. To ensure that the Contractor is being responsive, NEP's contract with the selected contractor for the Project shall require the contractor to provide notice of damage claims weekly to NEP and NEP shall provide the Commissioner a weekly list of the number of claims made, the date they were made and whether the claims have been resolved. Notwithstanding this Condition, damage claims shall constitute private matters between the claimant and contractor and neither the contractor nor NEP may disclose private information to the City.