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VIA ELECTRONIC MAIL

September 17, 2018

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

**Re: SEC Docket No. 2015-04: Public Service Company of New Hampshire d/b/a
Eversource Energy for a New 115k Transmission Line from Madbury Substation to
Portsmouth Substation
Applicant's and Counsel for the Public's Stipulated Proposed Conditions of
Approval**

Dear Ms. Monroe:

Enclosed for filing in the above-referenced docket are the Applicant's and Counsel for the Public's Joint Stipulated Proposed Conditions of Approval for the Seacoast Reliability Project designed to address the following topics:

- Construction Issues
- Mitigation and Dispute Resolution Process for business claims, as well as property damage, and property value claims
- Environmental Issues
- Aesthetics and Mitigation
- Electric and Magnetic Fields
- Decommissioning

The Applicant and Counsel for the Public jointly propose the enclosed conditions for the Subcommittee's consideration in the event that the Subcommittee grants a Certificate of Site and Facility to the Applicant following the presentation of evidence and submission of final briefs. The Applicant and Counsel for the Public reserve the right to propose additional conditions, either separately or jointly, prior to the close of the record in these proceedings.

Very truly yours,

A handwritten signature in black ink, appearing to read "Barry Needleman", written in a cursive style.

Barry Needleman

BN:amd
Enclosure

Cc: SEC Distribution List

**THE STATE OF NEW HAMPSHIRE
SITE EVALUATION COMMITTEE
SEC DOCKET NO. 2015-04**

**APPLICATION OF NEW HAMPSHIRE PUBLIC SERVICE COMPANY D/B/A
EVERSOURCE ENERGY
FOR A CERTIFICATE OF SITE AND FACILITY**

**EVERSOURCE AND COUNSEL FOR THE PUBLIC
STIPULATED PROPOSED CONDITIONS OF APPROVAL**

Construction

1. Further Ordered that, the Applicant shall construct the Project in accordance with good utility practice, in such a manner to best accommodate the public, and to avoid interference with existing utility facilities, as required by the New Hampshire Public Utilities Commission. Administrative Rule Puc 306.01(a).
2. Further Ordered that, the Project shall be constructed in accordance with all Eversource Policies, National Electric Safety Code (“NESC”) requirements for transmission lines, and national and regional reliability standards.
3. Further Ordered that, the Applicant shall implement safety measures, including traffic officers and flaggers, to mitigate any temporary traffic impacts due to construction of the Project.
4. Further Ordered that, the Applicant shall construct the Project in accordance with the New Hampshire Department of Transportation (“NHDOT”) Utility Accommodation Manual (“UAM”).
5. Further Ordered that, the Applicant shall implement traffic controls to ensure that materials are delivered safely to the site, and such traffic controls shall be conducted in accordance with NHDOT policies including the 2009 edition of the Manual on Uniform Traffic Control Devices (“MUTCD”).
6. Further Ordered that, the Applicant shall require construction contractors and field personnel to be trained in Safety/Occupational Safety and Health Administration (“OSHA”), Basic First Aid/cardio-pulmonary resuscitation (“CPR”), Environmental Compliance and other relevant topics. In addition, the Applicant shall provide Project-specific training.
7. Further Ordered that, the Project shall re-submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Federal Aviation Administration (“FAA”) at least 45 days before commencing construction to address any changes that have been made to the original design.

8. Further Ordered that, prior to any construction activity, the Applicant shall file with the New Hampshire Site Evaluation Committee (“SEC”) a copy of all Best Management Practices (“BMPs”) to be utilized for the Project for all construction activity, to the extent they have not already been provided to the SEC,; including, without limitation BMPs for entering and exiting the ROW or any construction site; sweeping paved roads at access points; BMPs relating to Applicants’ Storm Water Pollution Prevention Plan; BMPs for specific locations such as steep slopes near water bodies; BMPs for submarine and shoreland cable installation; and BMPs for work near archeological and historic sites. During construction, the Applicant shall adhere to the BMPs consistent with all state and federal permit requirements.
9. Further Ordered that, the Applicant shall comply with all terms and conditions of all Memoranda of Understanding entered into between the Applicant and host communities or other entities.
10. Further Ordered that, to the extent the Applicant requires the use of local roads for deliveries of heavy equipment and/or materials that exceed the weight limits of locally-maintained roads, the Applicant shall comply with specific terms and conditions of any Memorandum of Understanding (“MOU”) with the host municipality. To the extent the MOUs do not cover oversize and overweight equipment and deliveries, the Applicant shall work with the local Town or City to reach an agreement on the use of local roads. If an agreement cannot be reached, the Applicant and the Town or City shall resolve any such issues with the SEC Administrator.
11. Further Ordered that, to the extent not already addressed by a Memorandum of Understanding, the Applicant shall coordinate with the municipal engineer, road agent or other authorized municipal officer for any municipality through which the Project will pass in order for the Applicant to comply to the extent possible with existing municipal construction rules and regulations. Such coordination shall include the provision of any information necessary for the municipality to assess compliance, but shall not require the Applicant to apply for or obtain local permits. If it is not practicable for the Applicant to comply with such municipal rules and regulations, the Applicant shall work with the municipal officials to reach an agreement. In the event a dispute arises as to the Applicant’s compliance with any rule or regulation that the Applicants are unable to resolve directly with the municipal officials, the Applicant and/or the municipality may refer the matter in writing to the SEC Administrator for resolution.
12. Further Ordered that, to the extent not already addressed by a Memorandum of Understanding, the Applicant shall coordinate with all host municipalities to restore all municipal roads that are damaged by construction of the Project to the same or better condition, subject to the review of the municipal engineer, road agent or other authorized municipal officer. In the event a dispute arises as to the Applicant’s compliance with this condition, the municipality may refer the matter in writing to the SEC Administrator for resolution.

13. Further Ordered that, the Applicant shall provide each host town and the Administrator of the SEC with copies of Applicant's proposed construction plans, blasting plans, schedule and other public information (Ref. RSA 91-A:5) to be made available to the public.
14. Further Ordered that, the construction plans, schedule and other information provided to each host town and Administrator of the SEC shall be updated at least monthly or sooner if necessary to reflect changes in the Project's schedule or other changes during construction.
15. Further Ordered that, in the event of significant unanticipated changes or events during construction that may impact the public, the environment, compliance with the terms and conditions of the Certificate, public transportation or public safety, the Applicant shall notify the Board of Selectmen or Town Council of all affected host towns or their respective designee and Administrator of the SEC in writing as soon as possible but no later than seven (7) days after the occurrence.
16. Further Ordered that, in the event of emergency conditions which may impact public safety, the Applicant shall notify the host town's appropriate officials and the Administrator of the SEC immediately.

Mitigation and Dispute Resolution Process

17. Further Ordered that, the Applicant shall publicize, on its website and through its Project outreach communications, contact information for business and property owners concerned about the potential impacts of construction or operation of the Project on their business or property to communicate their concerns. Within 10 calendar days of contact by such business or property owner, the Applicant shall initiate direct discussions with said business or property owners to identify and implement appropriate strategies to avoid or mitigate potential Project impacts on a case by case basis.
18. Further Ordered that, if a business or property owner remains unsatisfied with the outcome of the Applicant's mitigation efforts, such party may request an executive review, including an investigation and determination through the Eversource customer resolution process, independent of the Project team ("Executive Review"). Such Executive Review shall be initiated within 10 calendar days of a request and shall be completed no later than 30 calendar days thereafter.
19. Further Ordered that, if a business or property owner remains unsatisfied with the outcome of the Applicant's mitigation efforts and the Executive Review, the Applicant agrees to participate in non-binding mediation ("Mediation") with such business or property owner. An independent mediator shall be selected from among the list of NH Superior Court Neutrals found at <https://www.courts.state.nh.us/adrp/superior/index.htm>.
20. Further Ordered that, if business or property owner concerns remain unresolved following Mediation, a business or property owner may elect to have the dispute resolved through the Dispute Resolution Process described below. While the Dispute Resolution

Process is not mandatory, if a party elects to utilize the Dispute Resolution Process, that party waives the right to file suit on disputed issues in court, and the Dispute Resolution Process becomes the exclusive forum for deciding all disputed issues.

21. Further Ordered that, the SEC shall appoint an attorney or retired judge (the “Dispute Resolution Administrator”) who shall independently administer a dispute resolution process for all disputes relating to damage to property, loss of business or loss of income, and/or diminution in value of real property, caused by the construction or operation of the Project (the “Dispute Resolution Process”) that have not been resolved through Applicant’s mitigation efforts, Executive Review or Mediation. Counsel for the Public and Applicants shall jointly or separately file with the SEC proposed procedures for filing and deciding said disputes, including criteria for eligibility, a procedure for filing claims, required proof of the damage, loss, or diminution, the presentation and consideration of claims, the basis for recovery and the manner of deciding claims. Applicants shall establish a fund for the payment of claims (“Dispute Resolution Fund”) which fund shall be solely administered by the Dispute Resolution Administrator, who shall provide to the SEC a quarterly report of the Dispute Resolution Fund, including all disbursements with a copy to the Applicant. The Dispute Resolution Administrator shall be paid an hourly rate to be determined by the SEC, and said compensation and all expenses of the Dispute Resolution Administrator shall be paid from the Dispute Resolution Fund, subject to approval by the SEC. Upon issuance of a certificate, Applicants shall deposit One Hundred Thousand (\$100,000) Dollars to establish the Dispute Resolution Fund and shall thereafter deposit any additional funds necessary to pay all awards made by the Dispute Resolution Administrator and to pay the Dispute Resolution Administrator’s compensation and expenses. The Dispute Resolution Administrator shall accept written requests for dispute resolution until the two-year anniversary date of the date when the transmission line is placed in service. The Dispute Resolution Administrator shall process and provide to the requesting party, the Applicant and the SEC Administrator a confidential written decision (“Decision”) on all written requests for dispute resolution filed with the Dispute Resolution Administrator prior to said deadline. The Decision and any reconsideration thereof shall be final, non-appealable and non-precedential. All funds remaining in the Dispute Resolution Fund after the payment of all awards and the payment of the Dispute Resolution Administrator’s compensation and expenses shall be returned to Applicants.

Environmental

22. Further Ordered that, the Applicant shall comply with all New Hampshire Department of Environmental Services (“NHDES”) permit conditions issued in its final decision on February 28, 2018, as modified by correspondence from NHDES dated August 31, 2018.
23. Further Ordered that, pursuant to Alteration of Terrain Permit Condition 8, the Applicant shall complete and comply with the requirements of a Stormwater Pollution Prevention Plan (“SWPPP”) and an United States Environmental Protection Agency (“EPA”)

National Pollutant Discharge Elimination System (“NPDES”) Construction General Permit before beginning construction.

24. Further Ordered that, the Applicant shall implement measures to avoid and minimize to the extent possible any potential water quality impacts, including implementing sedimentation and erosion controls, and the Applicant shall implement all applicable Best Management Practices (“BMPs”) prior to commencing construction of the Project.
25. Further Ordered that, the Applicant shall use independent environmental monitors to oversee the construction of the Project and to work with contractors to implement appropriate BMPs to avoid or minimize environmental impact. The Applicant shall also use independent DES approved environmental monitors to oversee work in Little Bay.
26. Further Ordered that, once construction begins, the Applicant shall weekly file with the NHDES, with a copy to the SEC, a copy of all Weekly Compliance Monitoring Reports by all construction and environmental monitors. The SEC shall post said reports on its website. The SEC, or any state agency to which the SEC delegates authority, shall have continuing jurisdiction to address any violations of these conditions, all BMPs or all Time of Year (“TOY”) restrictions for the Project. Following remediation of any such violation, the Applicant shall file with the NHDES, with a copy to the SEC, a report of remediation, and the SEC shall post said reports on its website.
27. Further Ordered that, the Applicant shall restore any disturbed soils (wetland and upland) to a stabilized condition to prevent permanent erosion impacts.
28. Further Ordered that, the Applicant shall obtain NHDES approval of a Revised Soil and Groundwater Management Plan for the Newington area, to manage groundwater during construction within the vicinity of the former Pease Air Force Base that is potentially impacted by perfluorinated compounds (PFCs) and/or other contaminants, a draft of which was provided to the SEC on July 27, 2018. The Applicant shall comply with all conditions of the Final Soil and Groundwater Management Plan for the Town of Newington.
29. Further Ordered that, the Applicant shall use the State’s Aquatic Resource Mitigation Calculator to determine the final amount of mitigation money necessary to comply with the in-lieu fee program and shall make the required payment to the ARM Fund prior to the commencement of construction.
30. Further Ordered that, the Applicant shall comply with vegetation management BMPs and TOY restrictions established by the New Hampshire Natural Heritage Bureau, and as described in Best Management Practices and Construction Plan for Protected Wildlife and Plants, dated September 15, 2017.

31. Further Ordered that, the Applicant shall comply with BMPs and TOY restrictions approved to by the New Hampshire Fish and Game Department (“NHFG”) to avoid and minimize potential impacts to rare, threatened, and endangered wildlife species and rare plants, as described in Best Management Practices and Construction Plan for Protected Wildlife and Plants, dated September 15, 2017.

Aesthetics

32. Further Ordered that, the Applicant shall develop vegetation planting plans for the 13 locations identified by Counsel for the Public’s expert Michael Lawrence to mitigate potential visual effects from the Project. Those locations are: Fox Point Road Crossing, Durham Point Road Crossing, Sandy Brook Drive (east), Sandy Brook Drive (west), Ffrost Drive Crossing, Cutts Road Crossing, NH Route 108 Crossing, Mill Road Crossing, UNH-Gregg Hall Vicinity, UNH-Main Street Overpass, UNH-Gable Apartment Complex, UNH-Gables North parking, NH Route 4 Crossing. The Applicant shall work in good faith with the underlying landowners at each of these 13 locations to reach agreement on the vegetation planting plans that do not interfere with the safe operation and maintenance of the new line. The Applicant further agrees to provide the planting plans to Michael Lawrence for review and comment prior to finalizing the planting plans at each location. The underlying property owners shall have final approval authority for any plantings proposed on their property.
33. Further Ordered that, the Applicant shall work with all landowners along the Project route that will be affected by tree trimming, tree clearing, or from the construction of taller structures in the right-of-way to develop vegetation planting plans that do not interfere with the safe operation and maintenance of the new line. The Applicant shall work in good faith with all affected landowners to reach agreement on vegetation planting plans. In the event a dispute arises as to the Applicant’s compliance with this Condition, the Applicant and/or the landowner may submit a claim for resolution as part of the Mitigation and Dispute Resolution Process described in Conditions 17-21, above.

Electric and Magnetic Fields

34. Further Ordered that, the Applicant, in consultation with the New Hampshire Public Utilities Commission’s (“NHPUC”) Safety Division, shall measure actual electro-magnetic fields associated with operation of the Project both before and after construction of the Project during projected peak-load, and shall file with the SEC the results of the electro-magnetic fields’ measurements.
35. Further Ordered that, if the results of the electro-magnetic fields measurements exceed the guidelines of the International Committee on Electromagnetic Safety (“ICES”) or the International Commission on Non-Ionizing Radiation Protection (“ICNIRP”), the Applicant shall file with the SEC a mitigation plan designed to reduce the levels so that they are lower than the ICES or ICNIRP guidelines.

Decommissioning

36. Further Ordered that, in the event that the Project ceases to be used and useful the Applicant shall be obligated to decommission the Project in accordance with then-applicable rules of the SEC or a successor regulatory body.
37. Further Ordered that, the Applicant shall: (i) submit a report to the Committee every 10 years indicating any change in the need for the Project to ensure the continued reliability of the regional bulk transmission system; (ii) promptly notify the Committee of any retirement obligation that arises; and (iii) submit to the Committee a decommissioning plan in accordance with then-applicable rules, upon any imposition of a decommissioning obligation, or prior to the retirement of any part of the Project.

Respectfully Submitted,

Public Service Company of New
Hampshire

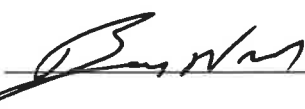
Counsel for the Public

By its attorneys,

By his attorney,

McLANE MIDDLETON
PROFESSIONAL ASSOCIATION

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Date: _____

9/17/18

Date: _____

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