

PRELIMINARY DRAFT – SUBJECT TO REVISION – FOR CONSIDERATION AND DISCUSSION ONLY

TOWN OF WINCHESTER
SELECT BOARD
Order for Grant of Location
Eversource 115kV Transmission Line

Applicant: NSTAR Electric Company d/b/a Eversource Energy ("Eversource")

Application For: Grant of Location on Main Street, Bacon Street, Church Street, Fletcher Street, Wildwood Street, Woodside Road, and Pond Street in Winchester, MA

Hearing Date: October 22, 2018 (ADD DATES AS NEEDED)

Background and Findings:

On July 12, 2018, Eversource filed an application for a Grant of Location in Winchester in order to construct an underground transmission line.

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 and to modify two existing substations (Woburn Substation and Mystic Substation) to interconnect that line (the "Project"), in accordance with the Final Decision of the Energy Facilities Siting Board (the "EFSB") dated March 13, 2017 in the proceedings docketed as EFSB 15-03; D.P.U. 15-64; and D.P.U. 15-65.

Eversource and the Town of Winchester, acting through the Select Board, (the "Town") entered a Memorandum of Understanding ("MOU") dated September 14, 2017 setting forth certain terms and conditions governing the Project and contemplating this Grant of Location.

The Town and Eversource agreed that, should the Project be authorized by other applicable regulatory agencies and government authorities and thereafter be constructed by Eversource, the Project should be carried out in a manner that minimizes impacts on the environment and disruption to the Town and the public. Eversource provided reasonable assurance to the Town and its residents that construction impacts would be mitigated and that it would facilitate the use of efficient construction methods.

The Select Board held public information sessions on September 27 and October 11, 2018, and public hearings on the Grant of Location application on October 22 2018 (ADD DATES AS NEEDED). At this hearing [additional findings from hearing].

Order and Conditions:

The Select Board hereby orders that the petitioner, Eversource, be and is hereby granted permission to locate and complete the construction described above, all in accordance with the following conditions:

The September 14, 2017 MOU between the Town and Eversource and the March 13, 2017 Final Decision of the EFSB—as well as any conditions contained therein—are hereby incorporated by reference. The Town Engineering Department’s Standard Construction Specifications and Details, dated September 2018, are also incorporated by reference. With respect to the Project, any reference to “Engineer” in those Specifications shall mean the Town Engineer in coordination with the Town’s Field Engineer.

Communication

- (1) In accordance with Section 9 of the MOU, the Town of Winchester intends to hire a Field Engineer to observe the civil construction and to act as a liaison between the Town and Eversource’s contractor on matters related to municipal utilities and private water and sewer services. Pursuant to the MOU requirements, reimbursement to the Town for fees associated with the Field Engineer shall be provided within 30 days of invoicing.
- (2) Project meetings between Eversource, its contractor, the Town, and the Field Engineer shall be held in accordance with Section 4.2 of the MOU.
- (3) For conduit installation, Eversource or its contractor shall correspond regularly with property owners abutting the work zone, and shall notify abutters of any anticipated impacts to their properties at least 48 hours prior to the start of construction, including impacts to driveway access, water, sewer, or other utility services. For manhole installation, Eversource shall notify properties within 300 feet of the manhole locations one week prior to the start of construction detailing the construction scope, schedule, and impacts.
- (4) Eversource and its contractor shall designate a representative who will be available to respond to emergency calls by the Town 24 hours a day, 7 days a week, including holidays.
- (5) In accordance with Section 4.2 of the MOU, Eversource shall hold bi-monthly project meetings with the Town to discuss the status of the construction project. At least 30 days prior to the start of construction, Eversource and its contractor shall attend a pre-construction meeting with the Town and provide a copy of the overall schedule for work in Winchester, including manhole and conduit installation and line splicing.

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Operations and Site Controls

- (6) Eversource shall complete the work permitted under this Grant of Location within eighteen months of its commencement.
- (7) The Project shall be constructed in accordance with the “Town of Winchester Standard Construction Specifications and Details” dated September 2018. Any deviations from the specifications provided therein must be approved in writing by the Town Engineer and DPW Director.
- (8) Eversource or its contractor shall be required to apply to the Department of Public Works (DPW) for Street Opening Permits in order to complete the Project. Given the size and scale of the project, the permits will be phased into sections and work zones as deemed appropriate by the DPW Director.
- (9) The Town does not allow the use of public hydrants for water on construction projects. Eversource and its contractor may coordinate with DPW to obtain water from the DPW yard. Eversource shall not operate valves on Town-owned water mains; Eversource or its contractor shall contact DPW if water gates need to be adjusted.
- (10) Unless otherwise agreed to in writing, there shall be no stockpiling of material or equipment within the public right-of-way or on any other Town-owned property.
- (11) Eversource shall be responsible for daily site clean-up, including removal of all refuse, rubbish, scrap and surplus material, and debris. Eversource shall sweep the work zone daily, and adjacent areas as needed, if directed by the Town or Field Engineer. The site and adjacent areas shall present a neat and orderly appearance.
- (12) Eversource and its contractor shall be responsible for dust control within the work zones at all times, and shall maintain water on site to use for such purposes.

Public Safety

- (13) Eversource shall work with the Winchester Police and Fire Departments to ensure safe passage of vehicles, bicycles, and pedestrians at all points during the project construction. Particular care will be given the safe passage of children to and from schools abutting the project route.
- (14) Eversource shall provide and erect acceptable barricades, traffic signs, temporary lighting such as flashers, and all other traffic devices to safely isolate the work from traffic, pedestrians, and animals, as shown in the Traffic Management Plans and/or as directed by the Winchester Police Department. Construction signage and barriers shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), as amended, published by the U.S. Department of Transportation.
- (15) Eversource and its contractor shall comply with MGL c.82A (“Jackie’s law”) related to excavation and trench safety, particularly as it relates to extended trenching limits.
- (16) If, in the opinion of the Town or Field Engineer, an excavation becomes a safety and/or utility hazard, or if it excessively restricts traffic at any point, then special construction

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procedures shall be taken, such as limiting the length of the trench and/or prohibiting stocking excavated material in the street.

- (17) Eversource shall be solely responsible for the coordination with National Grid on the need for repair, replacement, or relocation of any gas utilities along the project route. The Town or its Field Engineer shall not be responsible for the coordination, oversight, or inspection of gas-related utility work. Eversource shall work with National Grid to ensure—to the extent practicable—that all Level 1, 2, and 3 leak repairs, and any other necessary service upgrades or maintenance work is completed prior to final paving along the project route.

Care and Protection of Public and Private Property

- (18) Prior to the start of construction, Eversource shall make a color video recording along the entire project route. One complete recording shall be provided to the Town of Winchester on DVD prior to the start of work. The visual recording shall be identified by street name, as applicable, and station.
- (19) Eversource shall be responsible for securing all necessary temporary construction easements from public and private property owners along the project route.
- (20) Eversource shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. All existing buildings, utilities, pipes, poles, wires, fences, curbing, signs, stone bounds, and other structures not otherwise called for relocation, removal, or replacement shall be carefully supported and protected from damage by the contractor. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of Eversource or its contractor, such property shall be promptly restored to a condition similar or equal to that existing before the damage was done to the satisfaction of the Town or, if private property, the property owner. Restoration of existing property shall be carried out as promptly as practicable and shall not be left until the end of the construction period, unless otherwise requested by the Town or the affected property owner.
- (21) Eversource shall be responsible for identifying all stone bounds that will be impacted along the project route prior to the start of construction. Where bounds are impacted, Eversource shall hire a registered professional land surveyor to reset the bound and shall provide documentation to the Town Engineer at the completion of the work. Bounds shall be set in accordance with Section 7.10.2 and 7.10.3 of the “Rules and Regulations Governing the Subdivision of Land in the Town of Winchester, Massachusetts.”
- (22) Pavement restoration of disturbed trenches within existing driveway aprons shall include full replacement of the driveway apron to maintain control of surface runoff in

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the driveway. Street repaving and sidewalk and curb replacement shall take place as described in Section 3.1 of the MOU.

- (23) All existing drainage facilities including but not limited to brooks, streams, channels, ditches, culverts, catch basins, and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If Eversource damages or impairs any of the aforesaid drainage facilities, it shall repair the same within the same day.

Management of Traffic

- (24) As stated in Section 2.4 of the MOU, Eversource shall consult with the Town to develop a Traffic Management Plan (TMP), including TMPs for the manhole locations, and submit said plan to the Town no later than 60 days prior to beginning open excavation.
- (25) Any changes or amendments to the TMPs must be approved by the Town, the Town Engineer, or the Winchester Police Department.
- (26) When driveway access to abutting properties is blocked, Eversource or its contractor shall be prepared to temporarily halt construction and restore access at any point during the workday within a reasonable timeframe. Driveway access shall be restored to safe, passable conditions at the end of each workday. Special attention shall be given to this requirement at specified locations as further defined by the Town during the construction process.
- (27) Backfilling or use of steel plates of adequate strength to carry traffic shall be used to completely close all street excavations at the end of each work day.
- (28) After backfilling and compacting the trench, Eversource shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions. Final street repaving shall take place after one full season to allow adequate time for the settlement of trenches.
- (29) Eversource shall notify the Town of Winchester at least 30 days in advance in any case where it determines that it will be necessary to install a manhole using cast-in-place construction techniques rather than pre-cast structures so that the Town can assess any impacts to the approved traffic mitigation plans.

Protection and Relocation of Existing Utilities

- (30) As stated in Section 7.2 of the MOU, Eversource intends to maintain and protect existing municipal utility mains and service connections. Further, Eversource's contractor is required to submit support of excavation (SOE) plans, depicting the means and methods of trench shoring, and existing utility temporary support systems. Copies of the proposed SOE and utility support systems shall be submitted to the Town of

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Winchester and the Field Engineer for review and comment prior to approval by Eversource.

- (31) The proposed 115kV duct banks shall be placed to maintain a minimum of 12 inches of vertical clearance and three-feet of horizontal clearance to all Town-owned water, sewer, or drain utilities, unless previously agreed to. If the minimum clearances cannot be obtained, alternatives shall be reviewed with the Town and the Field Engineer, with the DPW Director providing final approval.
- (32) All privately-owned water and sewer services within the work zone shall be identified and located prior to the start of construction in each area of open excavation. Eversource and its contractor shall work with the Town and the Field Engineer to determine if relocation or replacement of services is necessary. The following criteria shall be used to guide this decision-making process:
- a. The proposed 115kV duct banks shall be placed to maintain a minimum of 12 inches of vertical clearance to all water and sewer laterals unless previously agreed to.
 - b. Sewer Services – Whenever encountered vitrified clay (VC) sewer services shall be replaced in the excavation limits and for a minimum of two-feet beyond the proposed trench limits to provide connection to existing pipe at undisturbed subgrade. Eversource’s contractor shall be responsible for providing materially sound connection to existing pipe ends. Limits of the replacement may be extended by the Town or the Field Engineer to ensure a fully intact and supported pipe connection.
 - c. Water Services - Whenever encountered during the course of construction, lead or galvanized water services, including gooseneck connections (or “lead necks”), shall be replaced from the main to the curb stop. Where existing service pipe will not be replaced, water service shall not be temporarily interrupted to facilitate progress of work without the approval of the Town or Field Engineer
- (33) Eversource shall utilize vacuum excavation at the following locations: **ADD STATIONS**
- a. Intersection of Pond Street and Woodside Road;
 - b. Intersection of Woodside Road and Wildwood Street;
 - c. Intersection of Wildwood Street, Fletcher Street, and Palmer Street;
 - d. Intersection of Church, Bacon, and Fletcher Streets; and
 - e. Rotary at Symmes Corner from intersection with Bacon Street to the intersection of Ridgfield Road and Main Street.

Eversource may mechanically excavate the pavement and first two feet of material before switching to vacuum excavation until final depth is achieved.

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- (34) Eversource shall ensure continuous operation of all existing water, sewer, and drainage utilities along the project route, including privately-owned water and sewer services during the construction project. There shall be no scheduled shutdowns or service interruptions unless approved by the DPW Director.
- (35) The approved GOL plans do not propose any replacement or relocation of existing Town-owned water, sewer, or drain utilities, with the exception of the sewer in the vicinity of Manhole #4. If it is determined during the course of construction that modification to a Town-owned utility is required, however, Eversource or its contractor shall immediately stop work and notify the Field Engineer, DPW Director, and Town Engineer of the requested change. Review of such requests shall be performed in a timely manner, and approval of any changes shall be provided in writing by the DPW Director.
- (36) If at any point during the construction project there is damage to a Town-owned water, sewer, or drain utility, or to a privately-owned water or sewer service, all construction within the active work zone shall immediately stop and the DPW Director shall be notified of the issue. The Town, the Field Engineer, Eversource, and its contractor shall immediately determine a plan of action to remedy the situation. Work on the remainder of the project shall not recommence until permission has been granted by the DPW Director.
- (37) Eversource and its contractor shall have the following materials on-site or immediately accessible for the repair of municipal or privately-owned water, sewer, and drain utilities:
 - a. PVC Pipe in the following sizes – 5, 6, 8, 10 and 12 inches;
 - b. Ductile iron pipe in the following sizes – 6, 8, 10, and 12 inches;
 - c. Hymax and Fernco couplings;
 - d. ¾- and 1-inch copper pipe and brass couplings; and
 - e. Water service boxes.
- (38) Work to repair any damage to public or private utilities shall begin immediately and be completed within 12 hours of such damage. The DPW Director shall approve any temporary services or by-pass pumping, if required.

Miscellaneous

- (39) As mentioned in the EFSB decision of December 11, 2017, Eversource shall reimburse the Town of Winchester for the loss of revenue associated with the pay-by-space parking in the lot adjacent to the Wedgemere Commuter Rail Station for the duration of the construction impacts to that lot.
- (40) Unless otherwise permitted by the DPW Director, Eversource shall not perform manhole installation or open excavation on Pond Street or Woodside Road between

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stations XXX and XXX while school is in session. Work shall only be performed while school is out of session, approximately from July 1 to August 15.

- (41) Handling of any asbestos-containing material encountered during the work shall be in accordance with applicable OSHA and other federal and state standards. The Town shall not be responsible for the handling, removal, or disposal of any asbestos-containing material encountered.
- (42) Pursuant to Section 2.9 of the MOU, Eversource shall be responsible for snow removal to the extent its construction operations interfere with the Town's snow-clearing operations.
- (43) Removal and replacement of public shade trees shall take place in accordance with Section 2.11 of the MOU.
- (44) Eversource or its contractor shall, to the extent practicable, provide sufficient information to way-finding applications such as Waze and Google Maps to allow those services to re-route traffic where necessary.

So ordered.

Select Board

Date of Decision: October __, 2018

[Signatory Name(s), Title(s)]