

February 16, 2023

Harry W. Rilling, Mayor
City Hall
125 East Avenue,
Norwalk, CT 06851

**RE: Side Letter Agreement for Norwalk Bridge Transmission Line Relocation Project –
Agreements in Support of Project Work**

Dear Mayor Rilling:

The Connecticut Light and Power Company dba Eversource Energy (“Eversource”) appreciates the City of Norwalk’s (the “City”) continuing collaboration on the proposed Norwalk Bridge Transmission Line Relocation Project (“Project”). The Project work is a prerequisite for certain components of the Connecticut Department of Transportation’s Walk Bridge Replacement Project construction work to proceed. On this date, Eversource and the City are also entering into an “Agreement for Use of Municipal Public Property” (“Use Agreement”) and a “Temporary Work Area Agreement” (“Access Agreement”) regarding the permanent use and occupancy of certain City property and for staging and use of property during construction. This letter agreement represents an additional and supplemental (not in lieu of) agreement regarding the associated Project work and permitting coordination, impact mitigation, restoration steps and other items in support of the Project work.

1. Project Work on the Norwalk Police Department Property:

As detailed more fully in the Use Agreement, Eversource’s Project work on the Police Department property (1 Monroe Street) includes installation of approximately 250 linear feet of underground duct bank that will enclose transmission cable facilities within the civilian parking lot and access drive area on this property. Following completion of all construction activities on the Police Department property, Eversource will repave the civilian parking lot and access drive in their entirety. (“PD Project Part I”) This repaving work will be completed in accordance with the City’s Department of Public Works paving standards that are in effect at the time, applicable to all paving work, and applied uniformly to all contractors subject to such standards.

As set forth more fully in the Access Agreement, Eversource’s Project work on the Police Department property also includes use of limited portions of the secured parking lot for the removal of a transmission line structure along the railroad and as temporary workspace to support the installation of two new overhead to underground line transition structures to be installed in a section of the civilian parking lot that is adjacent to the secured lot. Following the completion of all construction activities on the Police Department property, Eversource will restore any areas of the

secured lot that have been damaged or impacted from the Project work to the same or better condition than the condition that existed prior to start of the Project work ("PD Project Part II").

In addition, Eversource will install a temporary entrance to the civilian parking lot off of South Main Street by opening a section of the stone wall. Following completion of all construction activities on the Police Department property, the temporary entrance would be removed, and the stone wall and curbing restored to the same or better condition than the condition that existed prior to the start of the Project work. Eversource has developed a parking/traffic management plan for the Police Department that includes offsite parking and shuttle service that will be implemented during construction on the Police Department property.

2. Project Work on Elizabeth Street:

Eversource's Project work on the section of Elizabeth Street between South Main Street and Water Street will include the installation of approximately 800 linear feet of underground duct bank and associated relocations of existing underground utilities. As part of the installation of its underground duct bank on Elizabeth Street, Eversource will work with South Norwalk Electric and Water ("SNEW") and other representatives of the City to facilitate the replacement of one existing 12-inch SNEW water main with a new water main, installed in an alternate location within Elizabeth Street. This relocation will provide additional space to help accommodate Eversource's transmission line duct bank that will enclose its transmission line cable facilities.

In advance of the start of construction, Eversource will apply for, and the City will grant, an encroachment permit for construction of the underground duct bank on Elizabeth Street. The fee for this encroachment permit and restoration will be \$416,000 and shall be paid by Eversource at the time the permit is applied for. The permit and restoration fee includes the following items, that will be completed by the City at a later date:

1. ~800 linear feet of trenching down Elizabeth Street to support the future installation of underground utilities (\$121,000)
2. Curb to curb paving of Elizabeth Street and new sidewalks, where impacted by the Project (\$225,000)
3. Granite curb fronts where there are existing gaps (\$40,000)
4. 10 Vintage streetlamps (\$30,000)

The City plans to make improvements on and affecting Elizabeth Street after Eversource completes the construction of the underground duct bank and utility installation work. Upon completion of construction on Elizabeth Street, the City agrees that Eversource will temporarily restore the road and sidewalk so that the road is safely passable by vehicles and pedestrians and in accordance with the terms and conditions of the encroachment permit that are applied uniformly to all contractors subject to such permits and standards. For Eversource's remaining work in City roads, pavement would be permanently restored by Eversource.

3. Project Work on the Veteran's Park:

The Use and Access Agreements provide that Eversource's Project work in the Veteran's Park property (10 Seaview Avenue) will include the permanent installation of approximately 260 linear feet of underground conduit that will enclose its transmission line cable facilities, and the use of

Veteran's Park space as temporary work areas to support the horizontal directional drill river crossing construction work and the underground conduit installation.

Following the completion of the river crossing construction work and the underground conduit installation work, Eversource will restore the areas in Veteran's Park that have been damaged or impacted by the Project work to conditions reflected in the Veteran's Park Restoration Project, a copy of which is attached hereto as Exhibit A. This restoration work will include the realignment of the entrance to Veteran's Park with Goldstein Place. The realignment will be directed by and subject to review and approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed, but all work shall be designed and constructed by Eversource in accordance with City standards for such realignment that are applied uniformly to all contractors subject to such standards and shall be at its sole cost and expense. This work will commence immediately upon the completion of the river crossing and underground conduit installation work.

In addition, in recognition of the overall indirect and intangible impacts of the entirety of the Project work to be conducted within the City of Norwalk, Eversource will provide the following remediation payments:

- (1) To the City, \$50,000 towards engineering and permitting cost for the potential future expansion of the Norwalk Visitors Dock. At the City's request, Eversource will also provide personnel to review, support and monitor the installation of any upgrades to the docking facilities that could present risk to the installed electric transmission cables. Eversource requests that any upgrades be installed after Eversource completes its Project and that the City consult with Eversource on any such future upgrades during the design work on such upgrades.
- (2) To the Shellfish Commission, \$10,000, which the Shellfish Commission intends to apply toward the potential future development or care of the shellfish community in, or around, the Norwalk River.

4. Ongoing Commitment to Collaborate on the Project Work:

Over the last few years, the City, the Connecticut Department of Transportation and Eversource have collaborated to design a project relocating Eversource's transmission facilities in a manner that balances the interests of all potential stakeholders, working to reconcile electric reliability, community, environmental, and engineering imperatives, while being mindful of cost. The City and Eversource agree to continue to work in close collaboration throughout all phases of the Project. This includes effective communications to the residents, businesses and other members of the public to ensure that Eversource and its contractors are able to complete the Project work efficiently, effectively avoid or mitigate impacts and inconvenience to residents, businesses and the public, and reduce the time needed to complete the Project.

5. Permanent Land Use and Temporary Work Area Agreements; Required Regulatory Approvals:

Eversource and the City acknowledge that regulatory approvals, rulings, and permits are required for the Project as currently proposed (collectively, "Regulatory Approvals"). Eversource and the City

agree that if any of the Regulatory Approvals is denied and no appeal or similar actions to overturn that denial is available, implemented, pursued to completion, or successful, or if for any other reason prior to the start of construction at the Police Department and Veteran's Park properties, it is decided that the Project will not be undertaken as currently proposed, Eversource would be required to promptly provide written notice thereof to the City. Upon Eversource's submittal of such notice, this agreement and the Use and Access Agreements would terminate. Upon such termination, this agreement would have no further force or effect and the parties would have no further obligations hereunder. In addition, upon the termination of this agreement, the Use Agreement would not be released for recording, and none of these agreements would have any further force or effect.

The Parties shall enter into a mutually agreeable escrow agreement for the purposes of effectuating this Section 5 and the timing of the payment requirement to be made under this Side Letter Agreement.

By signature of their respective authorized representatives in the spaces below, Eversource and the City acknowledge their acceptance of the terms and conditions of this agreement, which is binding upon each of them and their respective successors and assigns. This agreement may be executed in two counterparts, each of which shall be deemed an original, but which together shall constitute but one in the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile, portable document format ("PDF") or other electronic means shall be as effective as delivery of a manually executed counterpart of this agreement. The signature of a party on this agreement by facsimile, PDF or other electronic means shall be considered an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

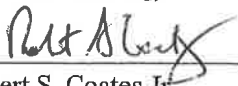
Please acknowledge the City's acceptance of this agreement by signing the bottom of this letter in the space provided. Please return an electronic copy of the signed version to marcia.wellman@eversource.com and mail a hard copy signed original to:

Marcia Wellman
Eversource Energy
56 Prospect Street
Hartford, CT 06103

Very truly yours,

The Connecticut Light and Power Company d/b/a
Eversource Energy

By: _____


Robert S. Coates Jr.
Vice President, Project Management and Construction
Eversource Energy Service Company
Its Authorized Agent

Acknowledged and Agreed:

City of Norwalk

By: _____


Harry W. Rilling
Its: Mayor, Duly Authorized

Date: February 16, 2023

EXHIBIT A
Veteran's Park Restoration Project

Veterans Park Master Plan

