

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of the ____ of May, 2019 (“Effective Date”), by and between the Town of Oak Bluffs, Massachusetts (the “Municipality” or “Oak Bluffs”), acting through its Board of Selectmen (the “Board”) and NSTAR Electric Company d/b/a Eversource Energy (“EVERSOURCE”). The Municipality and EVERSOURCE are referred to herein collectively as the “Parties” and individually as “Party”.

This MOU governs the principal effects on the Municipality of EVERSOURCE’s petition to the Department of Public Utilities (“DPU” or the “Department”), pursuant to the provisions of G.L. c. 40A, § 3, seeking individual and comprehensive zoning exemptions from the operation of the *Town of Oak Bluffs Zoning Bylaws* (“Petition”). The zoning exemptions are requested in connection with the Company’s proposed construction and operation of an Energy Storage System (“ESS”) totaling 14.7 megawatts (the “Project”) at the Company’s Oak Bluffs Service Center, 208 Edgartown-Vineyard Haven Road (the “Site”) in Oak Bluffs, docketed as D.P.U. 18-155 (the “Proceeding”). This MOU also establishes the Parties’ rights and obligations with respect to the construction and operation of the Project and appropriate Project-related mitigation. EVERSOURCE shall submit an executed copy of this MOU to the DPU.

WHEREAS, the Project is a proposed ESS that will enhance the reliability of the electric distribution system on the island of Martha’s Vineyard;

WHEREAS, EVERSOURCE has a legal requirement to address electric distribution system reliability issues;

WHEREAS, both the Municipality and EVERSOURCE desire that, should the proposed Project be authorized by the applicable regulatory agencies and government authorities and thereafter be constructed by EVERSOURCE, the construction will be carried out, subject to such authorizations, in a manner that: minimizes impacts to the environment, ensures the safety of the public, and minimizes disruption to the Municipality and the public resulting from the Project; provides reasonable assurance to the Municipality and its residents that such construction impacts will be mitigated; and facilitates the use of efficient construction methods;

WHEREAS, the Municipality acknowledges that EVERSOURCE has an obligation to construct its Project within a certain schedule, and, thus, the Municipality agrees to work collaboratively with EVERSOURCE to facilitate the progress of the Project by, to the extent practicable, agreeing to mutually acceptable work hours while maintaining flexibility with regard to periodic requests for approval of work outside of normal work hours;

WHEREAS, EVERSOURCE recognizes that the proposed ESS employs technology that has only recently been introduced in the Commonwealth of Massachusetts, and has never been employed on the Island of Martha’s Vineyard, and understands that the Municipality has limited resources to prepare for and to address the potential adverse effects of a public safety event at the Site, as well as the unknown, ongoing impact of EVERSOURCE’s operation of the ESS on the Municipality’s resources, the environment, and surrounding properties;

WHEREAS, accordingly, EVERSOURCE is willing to make certain public health and safety and environmental commitments to assist the Municipality, and to undertake certain protective and mitigation measures, both monetary and non-monetary, as set forth herein, to assist the Municipality with securing the health, safety, and welfare of its residents and visitors;

WHEREAS, EVERSOURCE has not presented final plans to the Municipality as they relate to: the type of lithium-ion batteries to be used; the fire suppression systems; and the storm water and run-off drainage systems;

WHEREAS EVERSOURCE acknowledges that said Project is located in a Zone II Wellhead Protection Area and in the Lagoon Pond Watershed;

WHEREAS, the Municipality desires an opportunity to consult with independent experts and request measures to be taken to ensure the health and safety of the public and its environment;

WHEREAS, EVERSOURCE acknowledges the construction-related and on-going public health and safety concerns raised by the Municipality, including the specifics of certain systems noted herein, and agrees to work closely with the Municipality to mitigate those concerns, to the extent practicable; and

WHEREAS, the Parties agree to have this MOU submitted to the Department and incorporated into the evidentiary record in the Proceeding.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Municipality and EVERSOURCE agree as follows:

1. **Siting Process.**

1.1 **Municipal Siting Approvals.** EVERSOURCE will comply with the applicable process for procuring all approvals, permits and other authorizations legally required from the Municipality's officials for the siting of the Project or other agencies as required by law, including agencies required to follow standards promulgated by the National Fire Protection Association, subject to the Department's review and determination in the Proceeding. As of the Effective Date, to the best of the Parties' knowledge, those approvals are listed in Exhibit 1 (collectively, "Siting Approvals"), including from the Martha's Vineyard Commission ("MVC"), a regional planning agency. The Municipality and EVERSOURCE understand and acknowledge that time is of the essence and agree, to the extent that the Municipality and the Board are legally permitted to do so, to expedite the granting of all local permits, licenses, and approvals that may be required for EVERSOURCE to proceed with the Project, consistent with the other terms of this MOU and the Parties' mutual obligations hereunder.

1.2 **Mutual Cooperation.** EVERSOURCE and the Municipality have entered into this Agreement to foster a cooperative working relationship with respect to the Project, the Petition, and the Site. Both Parties agree to work constructively, cooperatively, and in good faith with one another in order to promote their mutual interests and their rights and responsibilities under this MOU, and to protect the health, safety, and welfare of the Municipality's residents and visitors.

1.3 **Permitting.** The Municipality represents that it does not object to EVERSOURCE's Petition, and agrees to the submission of the MOU to the Department in lieu of presenting affirmative evidence in the Proceeding or otherwise challenging EVERSOURCE's requests for zoning exemptions. Representatives of the Municipality, including counsel, will attend the Department's proceedings on the Petition if requested to do so by the Department or EVERSOURCE. With the understanding that the Department will likely grant the Petition, at least in part, the Parties will work cooperatively with each other, as necessary, to reconcile and coordinate their respective requirements to avoid unreasonable challenges to any permit, license or local approval for which the Department grants exemptions, or conflicting and/or competing obligations and/or responsibilities on EVERSOURCE and/or EVERSOURCE's contractors regarding the Project. EVERSOURCE shall be responsible for applying for all applicable and required local permits, and shall be responsible for the payment of all permitting and inspection fees in effect at the time of the specific application. EVERSOURCE shall not restrict, and instead shall facilitate, on-site inspections during the course of permitting and construction, and/or otherwise required for determining compliance with any applicable permit or approval by the appropriate Municipal official(s). Additionally, upon execution of the MOU, the Municipality agrees to support the EVERSOURCE petition at the Department in the Proceeding insofar as it seeks zoning exemptions, and to relinquish all rights to challenge, appeal or collaterally attack any of the permits or approvals with respect to the Project identified in Exhibit 1 based on zoning requirements for which the Department grants exemptions. Notwithstanding the language in the preceding sentence, the Municipality expressly preserves its rights to: i) participate in the Martha's Vineyard Commission proceedings, including sharing information provided by its consultants, whether retained under this MOU or otherwise; ii) advise the Department of any findings by the consultants retained under this MOU if provided for in the Department's decision or if the findings identify significant public safety risks or hazards (after notice and good faith discussions with the Company); iii) enforce or require compliance with any code, regulation, standard, or by-law applicable to the Project falling within the authority of the Municipality's Building Official under Massachusetts law (with the exception of zoning provisions for which the Department grants exemptions); or iv) enforce any conditions imposed by the Martha's Vineyard Commission in its DRI approval regarding the Project to the extent those conditions do not conflict with the Department's decision in the Proceeding.

1.4 The Municipality's failure to comply with its obligations in accordance with the provisions of this MOU shall relieve EVERSOURCE of its obligations contained herein. The failure of EVERSOURCE to comply with the provisions of this MOU will relieve the Municipality of its obligations contained in this MOU.

1.5 Notwithstanding anything herein to the contrary, EVERSOURCE's obligations to the Municipality are subject to any conditions imposed by the Department and other regulatory agencies and local officials with authority regarding the Project.

2. **Construction Practices.**

2.1 **Work Hours.** Normal work hours for EVERSOURCE and its contractors on the Project will be 8:00 A.M. to 6:00 P.M., Monday through Saturday ("Normal Work Hours"); however, EVERSOURCE will be permitted to mobilize crews and engage in activities that do not produce construction noise between 7:00 A.M. and 8:00 A.M. Normal Work Hours are subject to

any conditions imposed by the Department with respect to the Project. Once the Project building structure is complete and equipment installation in the building commences, EVERSOURCE will be permitted to engage in non-noise producing construction activities within the structure during times outside of Normal Work Hours. Should EVERSOURCE need to extend noise-producing and/or outside construction work beyond Normal Work Hours, EVERSOURCE will seek prior written authorization from the relevant Municipal authority before the commencement of such work. EVERSOURCE shall be responsible to pay reasonable and customary overtime for the Municipality's staff to respond to emergencies outside of typical staff work hours.

The Municipality acknowledges that in some limited instances, due to activities that must be conducted continuously, unforeseen circumstances, weather events, or other exigencies, EVERSOURCE may require the performance of work outside of Normal Work Hours, including, without limitation, on a continuous, around-the-clock basis for an extended period. The extension of work hours for such reasons ("Extended Work Hours") is a permitted exception to the Normal Work Hours and shall be subject to approval by the Municipality, such approval not to be unreasonably withheld. EVERSOURCE or its applicable contractor(s) will provide reasonable advance notice, when practical, to the Municipality of circumstances that likely will require Extended Work Hours and the approximate duration of such work period, and the Municipality will be expeditious in its response.

2.2 Construction Contact. EVERSOURCE will assign a direct and dedicated point of contact for the Municipality to contact for quick response to construction-related questions for EVERSOURCE and/or its contractors. EVERSOURCE agrees to provide reasonably requested information and documents to the point of contact in a timely manner.

2.3 Construction Schedule. EVERSOURCE recognizes that the Project fronts a State Road (Edgartown-Vineyard Haven Road), which connects the three down-Island towns and, accordingly, shall make best efforts to minimize disruption of travel on that roadway. EVERSOURCE will prepare a construction schedule in consultation with the Municipality at least sixty (60) days before construction begins. The construction schedule will be updated as soon as reasonably possible based on unforeseen circumstances (e.g., weather). The Municipality will provide information to EVERSOURCE regarding known or anticipated events and occurrences within the Municipality as they occur or otherwise become known to the Municipality. To the extent reasonably possible, these events and occurrences will be included as part of the construction specification for incorporation by EVERSOURCE and/or its contractor(s) in the construction schedule. EVERSOURCE agrees to work with the Town Administrator or his/her designee to make any further adjustments to the contractor's construction schedule as reasonably possible. The Municipality recognizes that the construction schedule may require revisions during the duration of the Project. EVERSOURCE shall file a copy of the construction schedule with the Department.

2.4 Construction Noise. EVERSOURCE will comply with the noise threshold requirements as determined by the DPU, including without limitation, any noise mitigation conditions imposed by the DPU. EVERSOURCE will also work with the Municipality to define mutually agreeable noise control measures when doing night work or during extended periods of noise.

2.5 Traffic Control. Construction activities within the Municipality will require traffic control and a Traffic Management Plan (“TMP”) because the Site is located on a major Island roadway, which provides access to all Island towns. EVERSOURCE and its contractors will consult with municipal representatives, including the Police Chief, Fire Chief and Director of Public Works to develop a traffic management plan consistent with the Massachusetts Department of Transportation standards, to minimize the impact of Project construction on traffic and businesses. Such plan shall address traffic caused by all phases of the Project including, without limitation, during the bringing of materials to the Project site, storage of such materials, construction, storage of equipment, post-construction street repair and paving and the TPM will coordinate with other projects underway in the Municipality, by the Municipality and other defined parties. As part of its Grant of Location application, EVERSOURCE provided the TMP to the Municipality for its approval.

The TMP will include coordination with the Police, Fire, schools and Public Works Departments, provisions for emergency vehicle access, development of lane location adjustments and safe travel widths to maintain safe vehicle traffic and pedestrian movement, approximate duration of lane closures (subject to change) and installation of traffic control signs and equipment such as barricades, reflective barriers, and advance warning signs. EVERSOURCE will provide appropriate communication to affected businesses, municipal officials, and the public of the timing and location of travel and parking restrictions at least 48 hours, to the extent possible, before the restrictions go into effect. Pedestrian access will be maintained on all streets where construction occurs. If required, metal plates or similar work site covers will be maintained to allow continuous passage of emergency vehicles through the site when needed. EVERSOURCE shall file a copy of the TMP with the Department.

3.0 Term.

This MOU shall commence on the date it is executed and, unless agreed otherwise, shall end on the last day of the calendar year in which EVERSOURCE no longer operates the ESS at the Site; *provided* that this MOU will terminate immediately without further obligation of either Party if the DPU, the Martha’s Vineyard Commission and/or any state or local authority (as referenced in Exhibit 1) does not approve the Project and an appeal of such denial, if any, is upheld.

4.0 Terms and Conditions of Mitigation Assistance and Local Support.

A. Emergency Preparedness and Fire Safety Assistance Funds

1. EVERSOURCE shall provide the Town with the sum of fifty thousand dollars (\$50,000.00) for the purpose of assisting it with retaining a fire and emergency preparedness consultant (the “Fire Consultant”) to make recommendations to the Municipality for the training of Fire Department Personnel across the Island and for the acquisition of equipment or apparatus necessary to respond to emergencies at the Site or on adjoining/nearby parcels. Such Fire Consultant shall be selected by the Municipality in consultation with EVERSOURCE and will have documented expertise in the National Fire Protection Association criteria. The payment shall be made from EVERSOURCE to the Municipality in three installments. An initial payment of thirty thousand dollars (\$30,000.00) will be paid not more than thirty (30) days after the Effective Date. A second payment of ten thousand dollars (\$10,000.00) shall be paid upon the

commencement of Project construction. The remaining ten thousand dollars (\$10,000.00) will be paid upon the energization of the Project. Additionally, EVERSOURCE agrees reasonably to make available its fire engineer, if requested, to consult with the Municipality and its Fire Consultant in the development of the plans contemplated in Section 5.0 of this MOU.

2. If recommended by the Fire Consultant, EVERSOURCE shall pay to the Municipality each year during the life of the Project the sum of ten thousand dollars (\$10,000.00) for the purpose of providing on-going training for emergency management, police, and fire first responder services to or at the Site. This payment is due on the first day of every year, beginning on January 1 of the year after energization of the Project, and then every January 1 thereafter. Following any such training and prior to the next year's annual payment, the Municipality will provide EVERSOURCE with a description of the training conducted the prior year. The Parties acknowledge that the Municipality cooperates with its surrounding towns in providing mutual aid, and the Municipality's obligation to train firefighters will include members of other fire departments.

3. If recommended by the Fire Consultant, as a necessary mitigation measure to address the risk of fire and/or release of substances during time periods when EVERSOURCE's first response team is not available, and as backup at all other times, EVERSOURCE shall agree to consult in good faith with the Municipality to determine appropriate and reasonable means to address any such identified risk of fire and/or release of substances in an amount not to exceed a total of \$10,000.00 over the term of the MOU. Such means may include, but is not limited to, consideration of additional equipment, including vehicles and protective gear, as well as and including related training. EVERSOURCE agrees that one of its on-island employees will have knowledge of the local electrical system and will be able to monitor the status of the Project and contact the appropriate subject-matter experts related to risk of fire and/or release of substances. This person may be the same as the representative referenced in Section 9.0 below.

4. The Municipality shall share the Fire Consultant's recommendations with EVERSOURCE.

B. Environmental and Technical Review Fund

1. EVERSOURCE shall pay the Municipality the sum of up to fifty thousand dollars (\$50,000.00) for the Municipality to retain an independent environmental, noise and/or other technical consultants, specifically: (1) to assist with the Planning Board's review of the EVERSOURCE filing dated March 28, 2019, including referral to the Martha's Vineyard Commission; (2) for the purpose of conducting an analysis of the Project's impact on the Municipality's water supply, in consultation and coordination with the Oak Bluffs Water District; and (3) to aid the Building Department with its review of EVERSOURCE'S application for a building permit and approvals identified in Exhibit 1. Selection of consultants under this section will be subject to prior approval by EVERSOURCE, but such approval shall not be unreasonably withheld. Half of this amount shall be paid to the Municipality not more than thirty (30) days following the Effective Date. Up to an additional twenty-five thousand dollars (\$25,000.00) will be reimbursable to the Town and paid, with supporting documentation including invoices, upon commencement of construction.

2. The Municipality shall share the recommendations of its technical consultants with EVERSOURCE before presenting such information in any public forum.

C. Informational Requests to Assist with Local Review

EVERSOURCE agrees to respond (within a reasonable time) to reasonable requests from the Municipality for information and technical specifications for the Project not already provided to date in order to assist the Municipality's review under this Section.

5.0 Emergency Response Plan and Evacuation Procedures. EVERSOURCE commits to, in conjunction with the Municipality's Fire Consultant, prepare: (1) a written Emergency Response Plan, including and Emergency Response Guide (which should include communication protocols) as outlined in draft NFPA Standard 855 or other relevant regulation or standard; and (2) a written evacuation plan in the event that the Project undergoes an emergent event. EVERSOURCE shall offer the services of its staff in preparing the plan for review and approval by the Municipality. EVERSOURCE will coordinate with the Municipality to develop the evacuation plan.

6.0 Pre-construction filings with the Department. EVERSOURCE will submit any pre-construction filings required by the Department's decision, including an update on the status of the terms of this MOU on the topics of i) safety training, protocols and plans, and ii) the Project's impact on water quality or water resources.

7.0 Decommissioning.

At the conclusion of the Project's operation at the Site, EVERSOURCE shall decommission and remove, at EVERSOURCE's sole cost and expense, the following components of the ESS: the lithium-ion batteries, the power conversion system, and the step-up transformers. Such decommissioning and removal shall be in accordance with all applicable laws, in accordance with the then existing and operative Good Industry Practice, and in a safe and environmentally controlled manner in order to manage the long-term safety, security, and maintenance of the Site, the Municipality's natural resources, and nearby properties. EVERSOURCE shall provide the Municipality with a copy of any decommissioning plan it files with any governmental authority or agency. This section shall survive the termination of this MOU until all of EVERSOURCE's obligations have been fulfilled under this provision.

8.0 Community Outreach.

EVERSOURCE will maintain its public outreach program, developed in consultation with Municipality's officials, throughout the duration of the Project to inform the Municipality, residents, businesses, and abutting and nearby property owners of the status of the Project, including, without limitation, upcoming construction activities and schedules, and to respond to any public questions and/or concerns and/or complaints in a timely manner. It is acknowledged that Project is located in a residentially zoned area and in the vicinity of residences and agriculture. EVERSOURCE agrees to work with neighbors during the construction and operation of the Project to ensure no undue disruption from the Project to the peaceful enjoyment of their homes. EVERSOURCE will utilize a variety of methods, which shall include, at a minimum, a Field Outreach Representative, mailings and/or door hangers, a Project website, and a toll-free Project hotline to apprise residents of Project milestones and nearby construction activities, a method to

answer questions regarding the Project in a timely fashion, as well as a method to report and achieve resolution to emergencies after business hours. All planned road closures necessitated by the Project shall be posted on the Project website at least seventy-two hours (72) in advance with detour information. Due to unexpected events, the advance notices for road closures and timeframe is subject to change.

9.0 Health and Safety

A. For such time as EVERSOURCE is the owner of the proposed Project and/or Site, EVERSOURCE shall maintain an (on Island) employee or employees who will serve as the point of contact for the Municipality (the “EVERSOURCE Representative(s)”). The EVERSOURCE Representative(s) shall be knowledgeable of the Project, ESS, and the Site, and shall be in a position of authority to assist the Municipality with communications with appropriate EVERSOURCE officials concerning construction activities, operations, emergency response, and decommissioning questions. Upon the Effective Date, EVERSOURCE shall provide the Town contact information for the EVERSOURCE representatives and, upon reasonable request, he or she shall provide the Municipality and its inspectors with access to the ESS and related facilities to ensure that operations at the Site adhere to all applicable laws and the terms and conditions of this MOU. EVERSOURCE shall file the information provided under this paragraph with the Municipality, including a job description of the assigned contact, and shall update that information when it changes but in any event on an annual basis while the Project is operative.

B. EVERSOURCE shall maintain its environmental management systems at the Site with the goal of maintaining environmental compliance, fostering environmental best practices, and demonstrating good environmental performance. Annually in the month of April, EVERSOURCE representatives shall meet with the Municipality’s Health Agent and other safety officials to report and address environmental and safety performance in the prior twelve (12) month period.

10.0 Insurance and Indemnification

A. EVERSOURCE shall at all times maintain insurance coverage as appropriate for the Project, ESS, and the use and operations at the Site, including insurance for claims arising of injury to persons or property resulting from the construction and the operation of the completed ESS and the Site. The amount of the insurance maintained against these risks shall be in the amounts which are customarily insured against by businesses of like size and type. EVERSOURCE may represent to the Municipality in a formal, authorized communication that it agrees to self-insure against all or a portion of these risks.

B. EVERSOURCE shall indemnify, defend and hold harmless the Municipality and its officers, employees, agents, and representatives from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney’s fees), causes of action, suits or judgments by third-parties, incurred by or on behalf of or involving any one of the foregoing parties to the extent caused by: (i) any material breach by EVERSOURCE of its obligations, representations, or warranties contained in this Agreement; (ii) EVERSOURCE’s acts or omissions that constitute a violation of any law; or (iii) any other claims arising out of the construction or operation of the ESS and related facilities at the Site in which both Parties are

named as defendants, provided that the Municipality has not materially breached any obligation, covenant, representation, or warranty contained in this MOU or has not committed an act or omission that constitutes a violation of any governing laws and, further, provided that the defenses available to EVERSOURCE are similar to the defenses available to the Municipality.

C. If a Municipal party seeks indemnification pursuant to this provision, the Municipality shall notify EVERSOURCE of the existence of a claim, or a potential claim, as soon as is practical after discovering the claim. Upon written acknowledgment by EVERSOURCE that it will assume the requested defense and indemnification, EVERSOURCE may assert any defenses which would otherwise be available to the Municipal party and EVERSOURCE shall have full control over the defense and proceedings, including selection of counsel and any settlement or other resolution.

11.0 Miscellaneous

11.1 **Notices.** Notices permitted or required under this MOU will be deemed received (a) upon personal delivery, (b) upon one (1) business day following pickup by overnight courier (*provided* a receipt for delivery is obtained), (c) by facsimile upon the sending Party's receipt of a facsimile confirmation, or (d) three (3) business days following mailing by certified mail, postage prepaid, return receipt requested. Said notices shall be provided to the following addresses and/or facsimile numbers:

To the Municipality: Robert L. Whritenour, Jr.
Town Administrator
P.O. Box 1327
56 School Street
Oak Bluffs, MA 02557
(508) 693-3554

To EVERSOURCE: EVERSOURCE ENERGY
[INSERT]

with a copy to: Neven Rabadjija
Deputy General Counsel
Eversource Energy Service Company
800 Boylston Street, 17th Floor
Boston, MA 02199
617-424-2223

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

11.2 **Successors and Assigns.** This MOU is binding upon, and inures to the benefit of, EVERSOURCE, the Municipality, and their respective successors and assigns to the full extent permitted by law.

11.3 **Counterparts.** This MOU 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.

11.4 **Governing Law.** This MOU is governed by, and will be construed in accordance with, the laws of the Commonwealth of Massachusetts, exclusive of the conflicts of law rules of such Commonwealth.

11.5 **Amendment.** This MOU may not be altered, modified, revised or changed, nor may any Party be relieved of its liabilities or obligations hereunder, except by written instrument duly executed by each of the Parties.

11.6 **Conditions of Regulatory Agencies.** Notwithstanding anything herein to the contrary, EVERSOURCE's obligations to the Municipality are contingent on the DPU and other regulatory agencies' approvals of the Project, and subject to any conditions imposed by the DPU and any other agencies in their respective orders and/or permits relative to the Project.

11.7 **Default.** Failure by the Parties to perform any term or provision of this MOU shall not constitute a default under this MOU unless a Party fails to commence to cure, correct or remedy such failure within fifteen (15) days of the receipt of written notice of such failure from the non-defaulting Party and thereafter fails to complete such cure, correction or remedy within sixty (60) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided the Party exercises due diligence in the remedying such default.

11.8 **Authority.** The Parties warrant that the signatories to this Agreement have the authority to act on behalf of the Parties.

11.9 **Entire Agreement.** Unless otherwise stated herein, this MOU constitutes, along with any exhibits attached, the complete and entire agreement of the Parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, have been merged with this MOU.

11.10 **Severability.** Should any provision or section contained in this MOU be determined to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, that section or provision shall be deemed separate, severable, and independent, and the remainder of this MOU shall remain in full force and effect and will not be invalidated or rendered illegal or unenforceable, provided the basic purpose of the MOU and its benefits to the Parties are not substantially impaired by the decision to render one provision void.

11.11 **Joint Work Product.** This MOU is the work-product of both parties, and therefore no strict rule of construction shall be applied against either Party.

11.12 **No joint venture.** Nothing contained herein shall be deemed to constitute that either Party is the other Party's partner, agent, or legal representative or to create a joint venture, partnership, or agency relationship. The Parties' obligations are individual and not collective.

12.0 Dispute Resolution.

Any topic or issue related to the Project that is within the jurisdiction and oversight of the Department, or addressed by the Department's decision in the Proceeding, shall be subject to continuing review and enforcement by the Department. Should any dispute arise under or with respect to this MOU that is outside of the Department's jurisdiction and cannot be resolved in the daily management and implementation of this MOU, then, in the first instance, the dispute shall be the subject of informal negotiations between the Town Administrator and management personnel from EVERSOURCE, all of whom shall use best efforts to reach a resolution. The period of informal negotiations shall not exceed thirty (30) days from the date one party notifies the other, in writing, that a dispute has arisen.

In the event the Parties cannot resolve such a dispute by informal negotiations, they shall then submit the dispute to mediation. Within fourteen (14) days following the expiration of the time allowed for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. If the Parties cannot agree, they shall request that the American Arbitration Association appoint a mediator. Mediations shall be conducted at a neutral site in Dukes County. The mediation period, unless agreed by both parties, shall not exceed ninety (90) days. The Parties shall bear their own costs of mediation.

13.0 Additional Conditions.

The Petition describes a Phase I and a Phase II for the Project's construction and EVERSOURCE is presently seeking permitting authorization for both phases in D.P.U. 18-155. EVERSOURCE agrees to notify the Department and all parties to the Proceeding of any changes other than minor variations to either Phase 1 or Phase 2 so that the Department may decide whether to inquire further into a particular issue. In such a notification, EVERSOURCE will provide the Department with sufficient information to make these determinations.

The Municipality and EVERSOURCE have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

TOWN OF OAK BLUFFS

By  _____

Printed Name Robert L. Whritenour, Jr.
Its Town Administrator, Duly Authorized by a vote
of the Board of Selectmen June 4, 2019

Date June 4, 2019

**NSTAR ELECTRIC COMPANY D/B/A
EVERSOURCE ENERGY**

By  _____

Date MAY 28, 2019

Kenneth B. Bowes

Vice President-ISO Policy, Siting and
Compliance

Eversource Energy Service Company, as Agent
for NSTAR Electric Company, duly authorized

Exhibit 1: Siting Approvals

Exhibit 1. Permits for the Project	
Agency/Regulatory Authority	Permit/Approval
FEDERAL	
U.S. Environmental Protection Agency	NPDES Construction Stormwater General Permit
STATE	
Department of Public Utilities	G.L. c. 40A, § 3 Zoning Exemption
Massachusetts Historical Commission	Project Notification Form
REGIONAL	
Martha's Vineyard Commission	Development of Regional Impact
LOCAL¹	
Oak Bluffs Building Department (including Electrical Inspector and Plumbing Inspector)	Building Permit
Oak Bluffs Select Board	Grants of Location/Street Permits

¹ Such local permits include any other local approval or authorization that the Parties identify as applicable to the Project.