

HOST COMMUNITY AGREEMENT

This Host Community Agreement (the "Agreement") is entered into on this 25th day of September, 2004, by and between Boston Edison Company d/b/a NSTAR Electric ("NSTAR Electric"), with a principal place of business at One NSTAR Way, Westwood, Massachusetts 02090, and the Town of Stoughton (the "Town"), by and through the Stoughton Board of Selectmen, located at 10 Pearl Street, Stoughton, Massachusetts 02072 (together, NSTAR Electric and the Town are referred to herein as the "Parties" and individually as a "Party"). The Agreement governs various aspects of NSTAR Electric's proposal to locate a 345 kilovolt ("kV") electric switchyard in Stoughton on Route 138 on 14 acres of property located at the intersection of Route 138 and York Street in Stoughton, MA, herein referred to as "the A.A. Will Site", as such proposal is currently pending before the Energy Facilities Siting Board (the "EFSB") and the Department of Telecommunications and Energy (the "DTE"), in the proceedings docketed as EFSB 04-1/D.T.E. 04-5.

WHEREAS, NSTAR Electric is proposing to construct a three-circuit 345 kV underground transmission facility approximately 18 miles in length with a point of origin at a new switching station to be constructed along an existing 345 kV transmission line located in the Town and a point of termination for one circuit at the Company's Hyde Park substation, and for two circuits at the Company's K Street substation in South Boston (the "Project");

WHEREAS, the preferred location for the origination point for the Project is at the A.A. Will Site in the Town; and

WHEREAS, both NSTAR Electric and the Town desire that, should the proposed Project be authorized by the applicable regulatory agencies and thereafter be constructed by NSTAR Electric, it be done in a manner that minimizes impacts to the environment and disruption to the public, as well as provides reasonable mitigation to the Town and its citizens.

NOW THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Project Design – Site Cleanup: NSTAR Electric agrees to perform site clean-up at the A.A. Will Site prior to construction, including the removal of two underground storage tanks and the remediation of the existing septic drain. **NSTAR Electric will also remove all existing buildings**, as well as existing piles of gravel, soil, and concrete.

2. Project Design – Site Grading and Drainage: NSTAR Electric agrees to conduct site grading to remove uneven terrain. NSTAR Electric also agrees to develop and implement a drainage plan for the A.A. Will Site to control drainage and sedimentation emanating from the site and will install erosion controls in order to improve on-site and off-site runoff of groundwater and sediments.

3. Project Design – Visual Impacts: NSTAR Electric agrees to take reasonable steps to ensure that, to the extent feasible, abutters and passersby to the A.A. Will site will not have an unobstructed view of the switchyard facilities, except for the take-off towers and structures and lightning masts. In that regard, NSTAR Electric agrees to develop and adopt a design for its new 345 kV electric switching station at the A.A. Will Site that will be based upon and consistent with the mitigation proposed by NSTAR Electric in the EFSB proceeding, including the elimination of the A-frame structures immediately adjacent to each of the four voltage compensators. In place of the A-frame structures, NSTAR Electric will use a rigid-bus design and supports that would substantially decrease the overall height of much of the station horizontal bus work. In addition, NSTAR Electric will use existing site materials to the maximum extent possible to construct a natural earth berm roughly parallel to Route 138 and set back from the road for safety purposes. Vegetation will be placed on the berm to provide a natural buffer to the line of sight from Route 138. The berm will be terraced into the landscape to raise the elevation of vegetation to provide additional natural screening. NSTAR Electric will also install natural berms and/or vegetative screening as needed along the York Street boundary of the site and, if feasible, on the ridge along southern side of the existing 345 kV overhead right-of-way. NSTAR Electric agrees to solicit input from the Town as to the layout and type of vegetative screening to be used on the site for screening purposes; however, NSTAR Electric shall retain sole discretion to determine the landscaping design and materials used for screening purposes. “Reasonable steps” as that term is used herein shall not include the construction of, or a portion of, a perimeter wall to screen the facility from view of passersby.

4. Project Design – Noise Impacts: NSTAR Electric agrees to take reasonable steps to ensure that, to the extent feasible, the switchyard facilities will not generate noise at perceptible levels to abutters to the A.A. Will Site. In that regard, NSTAR Electric agrees to specify voltage compensators with a noise specification of 66 dBA measured at full load one meter from the device, which meets Stoughton (and other regulatory) noise standards for equipment. In consideration of nearby residents who may be close enough to one of the station voltage compensators to hear them during the quietest overnight hours, NSTAR Electric agrees to construct a three-sided sound attenuation wall around the eastern-most shunt reactor (the one closest to the Charles Avenue residents) in order to reduce noise at the closest receptor(s) to 3 dBA or less above the lowest ambient noise levels. NSTAR Electric shall retain sole discretion to design and construct the sound attenuation wall. “Reasonable steps” as that term is used herein shall not include the construction of, or a portion of, a perimeter wall to reduce sound associated with switchyard facilities.

5. Project Design – Intersection of Route 138 and York Street: At the intersection of Rte 138 and York Street, NSTAR Electric agrees to install: (a) a traffic signal in accordance with the Route 138 Corridor Planning Study conducted by the Massachusetts Highway Department (“MHD”) and with concurrence of MHD; and (b) an ADA-compliant sidewalk on the south side of York Street running between Washington Street and Pine Street, to the extent that the easement or property necessary to locate such sidewalk is made available to NSTAR Electric. In no case shall NSTAR Electric be

responsible for securing any easement or property for the purpose of locating the sidewalk.

6. Conveyance of Land for Town-Owned Pump-House Facility: NSTAR Electric agrees to convey to the Town a minimum of 10,000 square feet of property adjacent to the Town-owned pump-house facility to allow for the possible expansion of the facility. The Parties commit to coordinating effort to identify and convey the land subject to the drainage-plan considerations.

7. Future Use of A.A. Will Site: NSTAR Electric agrees that future expansion at the A.A. Will Site will not involve the development of an electric generating facility or a distribution substation without the prior approval of the Town; provided, however, NSTAR Electric may in the future expand the switching station facilities at the A.A. Will Site as needed (and subject to required permitting approvals) should a new transmission line be added on site.

8. Conservation Easement: NSTAR Electric agrees to grant the Town a conservation easement to ensure no further development on the 1.9-acre parcel at the Eastern end of the A.A. Will Site.

9. Further Mitigation: To mitigate any impacts not specifically addressed herein associated with the construction of a 345 kV electric switchyard on Route 138 at the A.A. Will Site, NSTAR Electric will make available funds totaling \$1.25 million for the Town's use and appropriation, including payment of legal and consulting fees relating to the EFSB proceeding. NSTAR Electric agrees to make these funds available pursuant to the following schedule: (1) 40 percent, or \$500,000, will be made available upon approval and execution of this Agreement by a majority of the Board of Selectmen and the Town's formal withdrawal from the EFSB proceeding; (2) 30 percent, or \$375,000, will be made available when all permits required from the Town to construct the Project are obtained by NSTAR Electric; and (3) 30 percent, or \$375,000, will be made available upon completion of the station.

10. Permit Filings: The Town agrees that it will act reasonably and in good faith with respect to any building permits, permits required from the Town Fire Department, the Conservation Commission or other similar authorizations that are requested by NSTAR Electric from the Town or its permitting authorities, so long as they are submitted in accordance with its petition filed with the EFSB and DTE, as amended in accordance herewith. The Town shall also facilitate any other permits or other associated approvals as may be appropriate or reasonably requested by NSTAR Electric. This paragraph shall not be construed as limiting the Town's right to obtain additional design details on the Project.

11. Project Scheduling: The Town agrees to allow Project construction to occur for up to 12-hours per day, which will generally be during the five-day work week of Monday through Friday, subject to the limitation that the Company agrees not to undertake construction-related activities that generate noise after 7:00 p.m., except in the event that activities require a 24-hour operation, such as vacuum testing and oil-filling of

the shunt reactors and filling of the transmission line pipes with dielectric fluid. Any Project construction that is needed by NSTAR Electric during weekends or holidays will be limited in scope and duration and will be the subject of prior notice to, and coordination with, the Town.

12. EFSB and Permitting Proceedings: The Town agrees to withdraw from the EFSB proceeding immediately, including seeking the withdrawal of all testimony and associated exhibits from record. The Town agrees to relinquish all rights to appeal, challenge, or collateral attack of the EFSB's final decision in the proceeding, or the appeal, challenge or collateral attack of any approval of any other state or local agency or permitting authority, including without limitation, the Town of Stoughton Conservation Commission.

13. Notices: Any notice permitted or required under the provisions of this Agreement to be given or secured by either of the Parties hereto upon the other Party shall be in writing and signed in the name or on behalf of the Party giving or serving notice. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified mailing properly addressed. Notice to NSTAR Electric shall be deemed sufficient if sent to Henry V. Oheim, Project Director, One NSTAR Way, Westwood, MA 02090, or such other address specified by NSTAR Electric in writing and served upon the Town in accordance with this paragraph. Notice to the Town shall be deemed sufficient if sent to the Board of Selectmen, Town of Stoughton, 10 Pearl Street, Stoughton, Massachusetts 02072, or such other address specified by the Town in writing and served upon NSTAR Electric in accordance with this paragraph.

14. Default: Failure by NSTAR Electric to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless NSTAR Electric fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the Town to NSTAR Electric and thereafter fails to complete such cure, correction or remedy within one hundred-twenty (120) days of the receipt of such written notice, or, with respect to defaults that cannot be remedied within such one hundred-twenty (120) day period, within such additional period of time as is reasonably required to remedy such default, provided NSTAR Electric exercises due diligence in the remedying such default. With respect to a default by either NSTAR Electric or the Town, said default shall suspend the ongoing obligations of the non-defaulting party under this Agreement and the defaulting party shall be subject to the full set of equitable and legal remedies that may be imposed by a court of competent jurisdiction.

15. Force Majeure: It is distinctly understood and agreed that the Parties hereto shall make a reasonable and good faith effort to perform their obligations under this Agreement. If and to the extent that either Party is prevented from performing its obligations hereunder by an event of force majeure, such Party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any

supervening cause beyond the reasonable control of the affected Party, including without limitation requirement of statute or regulation; action of any court, regulatory authority, or public authority having jurisdiction; storm, flood, fire, earthquake, explosion, civil disturbance, terrorism, labor dispute, or act of God or the public enemy.

16. Corporate Authority: At the time of execution of this Agreement, NSTAR Electric shall provide to the Town reasonable documentation of the authority and capacity of the person executing this Agreement on behalf of NSTAR Electric.

17. Successors and Assigns: This Agreement is binding upon, and inures to the benefit of, NSTAR Electric and the Town, their successors and assigns to the full extent permitted by law.

18. Amendments: Any and all amendments to this Agreement are valid only if they are in writing and signed by both Parties.

19. Miscellaneous: This Agreement represents the entire agreement of NSTAR Electric and the Town with respect to the construction, operation and maintenance of the Project in the Town. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, exclusive of the conflicts of law rules of the Commonwealth. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and to NSTAR Electric substantially the benefits set forth in this Agreement. If any applicable federal or state law mandates the inclusion of any term or provision into this Agreement, this paragraph shall be understood to import such term or provision into this Agreement.

IN WITNESS WHEREOF, the Town of Stoughton and NSTAR Electric have caused this Agreement to be executed by their duly authorized officials, officers and/or representatives, as of the date and year first-above written.

TOWN OF STOUGHTON, MASSACHUSETTS

By: Board of Selectmen

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**BOSTON EDISON COMPANY d/b/a NSTAR
ELECTRIC**

By:

Title:

[Signature]
SVP OPERATIONS