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March 30, 2021

Henry L. Hayes  
Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776

Re: NSTAR Electric Company d/b/a Eversource Energy  
Request for Prompt Hearing and Issuance of Grants of Location

Dear Mr. Hayes:

Thank you for reaching out to Sean Lauziere with additional questions and comments from the Town of Sudbury Select Board (the “Board”) regarding the petition by NSTAR Electric Company d/b/a Eversource Energy (“Eversource” or the “Company”) for grants of location (“GOLs”) pursuant to G.L. c. 166, § 22 (“Petition”). The GOLs are required in connection with the Company’s construction of a 115-kilovolt underground electric transmission line (the “New Line”) in Sudbury. As you know, the Company’s GOL Petition is limited to a request for the Board’s approval of locations for four short perpendicular street crossings for the New Line in Sudbury. This letter is in response to your March 10<sup>th</sup> email to Mr. Lauziere and supplements my January 13, 2021 letter that provided detailed responses to questions posed during the December 15, 2020 Board hearing on the Company’s Petition.<sup>1</sup> In that letter, the Company provided information responsive to all questions posed, including many that bore no relation to the Board’s review authority regarding the Petition.

At the outset, the Company notes that many of the remaining questions in your email also are not within the subject matter of the GOL Petition and, therefore, are outside of the proper scope of the Board’s review. Nonetheless, in order to facilitate the expeditious issuance of the GOLs and to further cooperation and information sharing, the Company provides the following responses in advance of the scheduled April 6<sup>th</sup> hearing. However, because many of these questions are outside the scope of the Board’s review authority, the Company’s responses are generally for information only and cannot be factored into the Board’s decision on the GOL Petition.

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<sup>1</sup> It also supplements the follow-up letter from me on February 12, 2021 seeking an earlier date for completion of the Board’s GOL review.

- **Is the need for the project more or less urgent as time goes on and would a reduction in electric demand ever obviate the need for the project which has been talked about since at least 2011?**

Whether there is a need for the New Line is not within the scope of the Board's review authority for GOLs requested under G.L. c. 166, § 22. The issue of need for electric infrastructure is within the exclusive jurisdiction of the Energy Facilities Siting Board (the "Siting Board") pursuant to G.L. c. 164, § 69J and the Siting Board has found that the New Line will address important reliability needs in the area by resolving potential transmission system overloads, preventing voltage collapse and, thereby avoiding the loss of over 400 megawatts of load and resulting power outages, as well as diversifying available supply sources into the area. The Siting Board also found that, because overloads could occur at loads experienced prior to 2013, the need for the Project is immediate and continuing. See NSTAR Electric Company d/b/a Eversource Energy, EFSB 17-02/D.P.U. 17-82/83, 25-27 (2019). The need for the New Line has also been previously confirmed by the Independent System Operator for New England, Inc. ("ISO-NE"). ISO-NE is the regional system operator who is charged with ensuring the reliability of the electric grid in New England. These affirmative need determinations are not subject to review by the Board as part of the GOL Petition. Accordingly, the need for the Project exists and the Company intends on expeditiously commencing construction of the New Line once all permits are obtained.

- **What evidence is there that the placement of the line is compatible with rail operations (restoration of rail service) within this right of way?**

Whether or not the Project is compatible with the MBTA's future plan for its right-of-way is not within the scope of the Board's review under G.L. c. 166, § 22. Nevertheless, the Company notes that the MBTA and the Company entered into an option agreement ("Option Agreement") in 2017 regarding the Company's acquisition of a non-exclusive perpetual easement on the inactive MBTA right-of-way for the construction, operation and maintenance of Project facilities thereon. A draft easement was appended to the Option Agreement, which provides the terms, among others, for the MBTA's potential resumption of rail service along the right-of-way in the future. The execution of the Option Agreement and the negotiation of the draft easement assures that the Project is compatible with the MBTA's potential continuing use of the right-of-way.

- **Where would Eversource relocate line to, if MBTA ordered Eversource to relocate it?**

The terms of the Company's agreement with the MBTA are not within the scope of the Board's review under G.L. c. 166, § 22. However, under the terms of the draft easement with the MBTA, any relocation of Project facilities would be to another area within the MBTA's 82.5-foot right-of-way. Beyond that, questions about potential relocation of the New Line are speculative and premature and are not presently before the Board as part of the GOL Petition.

- **How much would it cost to relocate the transmission line? On the order of what it cost to construct in first place?**

The cost associated with a potential future relocation of the New Line is not within the scope of the Board's review under G.L. c. 166, § 22. The potential relocation of the New Line is also speculative as is its cost. Those questions would arise only if and when a relocation is proposed and would be subject to the review and approval of regulatory authorities with ratemaking jurisdiction over such proposals.

- **How much time would it take to relocate the line?**

The timeframe for the potential future relocation of the New Line is not within the scope of the Board's review under G.L. c. 166, § 22 and would be highly dependent on circumstances present at the time of the theoretical relocation. However, the Company notes that, under the terms of the draft easement, the MBTA must provide the Company written notice to relocate the line if, in the MBTA's opinion, the line would unreasonably interfere with the MBTA's plans for its right-of-way. Such notice may be given any time after the expiration of twenty (20) years from the date of the execution of the easement and the relocation would not be effective for five years after the date of the notice to allow sufficient time to complete permitting and construction of the relocated facilities.

- **Who would pay for relocation, electric rate payers or Eversource shareholders, and are they aware of the liability?**

Cost allocation and other ratemaking issues relating to the potential future relocation of the New Line are not within the scope of the Board's review under G.L. c. 166, § 22. As stated above, those issues would be addressed by regulatory authorities with ratemaking jurisdiction when and if they arise.

- **If the line had to be relocated, would ISO-NE and Siting Board need to review?**

Siting Board and ISO-NE review in connection with the potential future relocation of the New Line is not within the scope of the Board's review under G.L. c. 166, § 22. In the event of the relocation of the New Line, the Company would notify the Siting Board regarding any planned relocation and the Siting Board would determine the scope of any potential review. ISO-NE review would not be required if the New Line were relocated on the MBTA ROW and connected to the same two substations.

- **Please provide multiple examples of energized high voltage line placed this close to where people would walk for hours at a time on a regular basis? (Not in roadways, but directly under pedestrian path for miles)?**

The Company has several of these types of installations on its system. One notable example is a 345-kV underground transmission line located under the Boston Common, where numerous pedestrians walk and recreate on a daily basis. Another nearby example is New England

Power Company's 345-kV line, which is under construction and will be located on an MBTA right-of-way below a planned pedestrian/bike trail in Wakefield.

- **What safety standards, with respect to EMF exposure threshold, are applicable to the scenario of an underground transmission line directly underneath where pedestrians, cyclists, toddlers would be walking over for hours at a time on a daily basis. (longitudinally, not just crossing a street with a transmission line)? The hours of the day when pedestrians would be walking over the transmission line would be daylight hours, including peak summer daylight hours when electric demand is highest.**

The issue of EMF exposure to pedestrians along the MBTA right-of-way is not within the scope of the Board's review under G.L. c. 166, § 22. The Legislature has delegated to the Siting Board and the Department of Public Utilities, not to local municipalities, the preeminent responsibility for the regulation of the construction of transmission lines in Massachusetts, including the authority to make basic determinations regarding the safety of those lines. G.L. c. 164, § 69J, § 72; New England Power Co. v. Board of Selectmen of Amesbury, 389 Mass. 69, 77 (1983).

The Town was a party to the Siting Board's evidentiary proceeding on the Project and had a full opportunity to raise questions concerning the safety of the New Line before the Siting Board. To that end, the Siting Board fully considered the health and safety impacts of the New Line. See NSTAR Electric Company d/b/a Eversource Energy, EFSB 17-02/D.P.U. 17-82/83, at 151-156 (2019). Regarding magnetic field impacts, in accordance with Siting Board precedent, the Company modeled magnetic field values in milligauss ("mG") based on average annual loading and peak loading projected along the route. The best estimate of the magnetic field on any day is provided by calculations based on the annual average load. The maximum modeled magnetic field value is 24 mG along the ROW and 28 mG at manholes. These modeled values for the Project are far below (and a small fraction of) well-established national and international guidelines for public exposure to EMF. The Siting Board found that the magnetic field levels of the Project along the route would be minimized. Id.

- **Who is responsible for repairing sinkholes?**

Eversource will restore all roadways crossed by the New Line in accordance with the Town's regulations as set forth in the Town's Road Opening Rules and Regulations and the Massachusetts Department of Public Utilities' Road Restoration Standards established in D.T.E. 98-22. There is no reason to expect that future repairs will be required. However, should a repair be necessary, Eversource will be responsible for the repair if required by the applicable regulations and standards.

- **Provide a copy of the Memorandum of Understanding between Eversource and the Department of Conservation and Recreation**

The Company has negotiated a Memorandum of Agreement (“MOU”) with the Department of Conservation and Recreation. The MOU has not yet been executed and it is the Company’s policy not to release draft agreements to the public. Eversource and DCR have committed to share the MOU once it is executed. In any event, the MOU concerns the rights and obligations of the Company and DCR vis-à-vis the proposed rail trail. DCR has no role in the construction of the New Line and will have no obligation to restore or repair a roadway in connection with the construction, operation or maintenance of the New Line.

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The Company hopes the responses provided herein address the Board’s remaining questions regarding the Company’s GOL Petition. The Company looks forward to the Board’s approval of the GOLs at its April 6, 2021 meeting. If you have any questions on the above information in the meantime, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "David S. Rosenzweig". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David S. Rosenzweig

cc: Sean Lauziere, Eversource  
Sean Southworth, Eversource  
Todd Lanham, Eversource  
Mike Hager, Eversource  
David S. Rosenzweig, Esq.  
George Pucci, Esq., Town Counsel