AGREEMENT BETWEEN

TOWN OF NEW HAVEN AND VERMONT GREEN LINE, LLC

THIS AGREEMENT, made as of the 4th day of October, 2016, by and between the TOWN OF NEW HAVEN VERMONT ("the Town") and VERMONT GREEN LINE DEVCO, LLC ("VGLD").

WHEREAS, VGLD intends to file a Petition for a Certificate of Public Good in 2016 with the Vermont Public Service Board ("the PSB"), to construct and operate the Vermont Green Line ("VGL"), an underground direct current cable to be connected to a DC-to-AC converter station in the Town, all as more particularly described in this Agreement; and

WHEREAS, VGLD believes that the Project can be constructed and operated in a manner that minimizes potential impacts on the environment and State and town infrastructures and that the Project will bring substantial benefits to the State of Vermont and the New England region; and

WHEREAS, VGLD has sought and obtained the Town's support of the Project, provided it performs the terms of this Agreement and such conditions as may be imposed by order of the PSB; and

WHEREAS, the Town has determined, through a favorable resident survey and an affirmative vote of the New Haven Select Board, that the VGL will benefit the Town and its residents by providing needed revenue to the Town as memorialized in a Term Sheet between VGLD and the Town dated April 13, 2016, and that it is in the Town's interests to support VGLD's Petition for a Certificate of Public Good to the Vermont Public Service Board.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. <u>Parties</u>

Town of New Haven, Vermont ("the Town")
78 North Street
New Haven, VT 05472
Acting by its Select Board

Vermont Green Line Devco, LLC ("VGLD"), a Delaware Limited Liability Company registered to do business in Vermont, formed by the "Vermont Green Line Infrastructure Alliance," comprised of Anbaric and National Grid
401 Edgewater Place, Suite 680
Wakefield, MA 01880

Together referred to as "the Parties."

2. Definitions

As used in this Agreement, the terms listed below shall be defined as follows:

Commercial Operation: Commercial Operation begins on the date provided in a written notice from VGLD to the Town, which date shall be the date on which the Project has satisfied all conditions necessary to begin converting and transmitting power for delivery to customers. It ends when the Project is no longer licensed to operate or when it ceases permanently to function.

Completion of Construction: The date the Project is ready to be tested to determine whether it can be put in service or is ready to operate without tests.

Discontinuance of the Project: The date on which the Project has been completely dismantled, all equipment and components of the Project have been removed from the Project Site and the Site has been returned to an open and uncluttered field, similar to its state prior to construction of the Project and free of all evidence of the Project's existence and of equipment used in its dismantling.

Fair Market Value ("FMV"): The value of the Project as assessed from time to time in accordance with Title 32 Vermont Statutes Annotated.

Project: that portion of an underground high voltage direct current transmission line and fiber optic cable, alternating current interconnection line and converter station that will be located in the Town of New Haven, Vermont. The transmission line, converter station and interconnection line shall not exceed a maximum capacity of 400 MW.

Project Site or Site: the land located in the Town of New Haven on which the Project will be constructed, including any areas used for temporary laydown and staging during construction to the extent those areas are located in the Town of New Haven, Vermont. Any such temporary laydown and staging areas for construction shall be on property owned or controlled by VGLD and are included in the project description in Section 3 below, and their location shall be shown on site plans to be approved by the Public Service Board.

Tax Valuation Date: April 1.

Tax Year: The Calendar Year ended December 31.

3. Project Description and Location

a. The underground high voltage, direct current ("DC") electric transmission cable system will enter the Town from the North and will connect to a converter station that will convert the electricity flowing over the cable system to alternating current ("AC"). An underground 345 kilovolt AC cable system ("the AC Cable") will transmit electricity from the converter station to an existing high voltage electric transmission substation owned by Vermont Transco LLC ("VELCO") located to the East of the converter station ("the VELCO Substation"). The converter station will consist of three (3) buildings and equipment to be located inside and outside the buildings and within a fenced area totaling approximately six (6) acres. Access to the converter station will be by way of a new access road to be constructed from Route 17 to the converter station. VGLD will own or control approximately sixty (60) acres surrounding the converter station, to the extent necessary to provide all visual screening and sound attenuation required by this Agreement. Prior to commencement of construction, VGLD shall obtain all permits that are required to construct the Project. To the greatest extent practicable, existing trees and foliage will remain on the converter station site and additional screening will be provided as required by this Agreement and approved by the PSB. Illustrations of the converter station and the surrounding area, including the approximate location of existing and proposed vegetation and screening, are provided in Attachments 1A, 1B and 2 hereto. VGLD shall annually replace dead and dying vegetation used to screen the converter station.

b. All exterior lighting associated with the Project, including lighting associated with access roads, shall be installed in compliance with the National Electric Safety Code ("NESC") and shall follow the guidelines prepared by the Dark Sky Society (http://www.darkskysociety.org/handouts/LightingPlanGuidelines.pdf), unless the guidelines conflict with the NESC, in which case the NESC shall control. Unless in conflict with the NESC, lighting shall be used only when and where necessary and mounted no higher than 12 feet above grade level. All exterior lighting shall be down-facing and shielded in such a manner as to conceal light sources and reflector surfaces from view beyond the perimeter of the area to be illuminated unless the NESC requires otherwise. Lighting shall be, and shall have a color temperature of no more than 3,000° Kelvin, provided such color temperature does not conflict with the requirements of the NESC that are applicable to the Project.

c. VGLD shall give the Town reasonable opportunity to review and provide input on any proposed laydown or staging area located in the Town of New Haven prior to plans for those laydown and staging areas being finalized and depicted on plans submitted to the Public Service Board. The Attachments referenced in this Section 3.a. shall be updated to show such laydown and staging areas.

4. Construction

a. No construction or site preparation shall take place prior to the issuance by the Public Service Board ("the PSB") of a Certificate of Public Good authorizing construction and operation of the Project.

b. Construction activities and related deliveries shall be restricted to the hours of 7:00 a.m. and 6:00 p.m. Mondays through Saturdays, except indoor construction activities which may be undertaken at any hour. No outdoor construction activities and related deliveries are allowed on Sundays and State and Federal Holidays. When necessary, with prior notice to the Town and abutting property owners, VGLD may extend the hours for outdoor construction past 6:00 P.M, Monday through Saturday, provided that no activity may take place after sunset. Such an extension of construction hours shall not take place more than twenty (20) times in a year. Construction equipment such as rock drills and chippers, and other equipment with equivalent noise levels shall not be used after 6:00 P.M. on any day. VGLD shall construct the Project in a manner that will not cause undue disruption to neighboring property and property owners as a result of noise, odor, dust, trash, and behavior of personnel.

c. Upon reasonable advance notice, VGLD will provide authorized Town representatives with reasonable access to the Project Site during design and construction phases of the Project during normal business hours, provided, however, that such written notice be provided on official Town stationary and include the names of such authorized individuals and the purpose of their visit. All requests for access shall be made through the Project manager or the Project manager's designee and any Town officials and their authorized representatives shall be accompanied on-site by the Project manager or her/his designee. The Town agrees to limit the number of such requests and the number of persons attending site visits to only what is reasonably necessary to accomplish the purpose of the visit, and VGLD retains the right to manage all site visit requests consistent with the needs of the Project, as well as health and safety concerns. Town officials and their authorized representatives shall make themselves aware of and abide by VGLD's job site regulations, if any, including without limitation, environmental protection, dust control, safety, and security. VGLD retains the discretion at all times to prohibit and limit audio and visual recordings during construction and operation of the project by any visitor to the Project Site. VGLD retains the right to remove from the Project Site any visitor who in VGLD's sole discretion unreasonably delays or impairs construction and operation of the Project or who violates any job site or safety regulation applicable to the Project.

d. VGLD shall promptly repair or correct, at VGLD's sole expense, any damage to Town highways, drainage structures, or other Town-owned infrastructure caused by VGLD or its contractors during construction and/or operation of the Project. Should VGLD fail to complete such repairs within 10 days after receiving actual notice of the damage in writing to the designated contact person, the Town may elect to make the repairs itself. In such an event, VGLD shall be required to reimburse the Town for all reasonable and documented costs associated with the repairs by the Town, including collection costs.

5. <u>Municipal Property Taxes, Supplemental Payments and Adjustments</u>

a. Payments to Town

Beginning the year in which the Project is built and in Commercial Operation, and in each year thereafter through the fortieth (40th) year of Commercial Operations VGLD shall make total annual payments to the Town of $1,400,000.00, increased beginning in the second (2nd) year after Commercial Operation and increasing annually thereafter, by one percent (1.0%) each year. The difference between the total annual payment and the municipal property tax owed in each year shall be designated the "Supplemental Payment." On or before October 1 of each year, VGLD shall pay its property taxes to the Town. On or before April 1 of each year commencing with the date of Commercial Operation, VGLD shall pay to the Town the Supplemental Payment for that year. Payment for the first year of Commercial Operations shall be pro-rated to reflect the fraction of the tax year prior to Commercial Operation. Supplemental Payments shall be made for forty years or until Discontinuance of the Project, whichever comes first. At least two (2) years before the end of the forty (40) years, the parties shall negotiate in good faith to arrive at terms to govern their relations thereafter. Nothing in this Agreement exempts VGLD from property taxes owed to the Town on taxable property located in the Town of New Haven whether or not the Project is constructed, is under construction or has reached Completion of Construction.

b. No Fixed Property Tax

Neither the tax on the Project attributable to municipal expenses nor the municipal tax rate nor the value of the Project shall be fixed by this Agreement, and as such this Agreement shall not constitute a tax stabilization agreement pursuant to 24 V.S.A. § 2741.

c. Limitation on Town Fees and Charges

The Town shall not impose other fees, dues, or other types of payments on the Project beyond those provided for in this Agreement, with the exception of fees normally charged to members of the public generally for Town services, such as permits, applications, copies and the like.

d. Inability to Operate/ "Force Majeure"

The Supplemental Payments shall be adjusted downward upon a showing by VGLD that the Project's output at the point of interconnection with the substation is reduced, due to a *force majeure* event. The downward adjustment in payment shall be calculated *pro rata* based on the temporary inability of the Project to function solely as a result of the *force majeure* event related solely to the Project within the Town and not to other components of the "Vermont Green Line" project, and shall continue only for so long as that inability lasts.

A *force majeure* event is an event (a) the occurrence and severity of which could not with reasonable diligence and foresight have been anticipated by VGLD and (b) is beyond the reasonable control of VGLD. Provided these criteria are met,

force majeure events include, but are not limited to, fire, lightning, earthquake, ice storm and other severe acts of nature, sabotage, acts of war, terrorism and civil disobedience. The loss of a contract or cessation of commercial dealings is not a *force majeure* event.

If VGLD is unable to meet its obligations herein by reason of a *force majeure* event, it shall use all reasonable efforts to restore operations and performance at the earliest possible time.

There shall be no reduction or elimination of Supplemental Payments for any reason other than a *force majeure* event.

e. Satisfaction of Payment Obligations

VGLD's payments under this Agreement satisfy any financial obligations that VGLD may have to the Town with respect to the construction and operation of the Project, except as otherwise provided in paragraph 6 below.

f. Right to Information

At the Town's request, VGLD shall produce all of its records and calculations that form the basis of the valuation of the Project for property tax purposes. If requested by VGLD, the Town shall protect the confidentiality of such records and calculations, provided such protection does not conflict with the Vermont Access to Public Documents laws.

6. New Haven Volunteer Fire Department and New Haven Highway Department

In order to meet the needs of the New Haven Volunteer Fire Department and the Town Highway Department for a new fire station and a new town garage, as well as other needs directly related to the services they perform for the Town and its residents, VGLD shall pay to the Town $4,000,000, in addition to the payments recited above. This payment shall be made within sixty (60) days after the date of the commencement of construction of the Project.

7. Communications

a. VGLD will identify a designated representative who has sufficient authority to address construction and operation-related questions and concerns about the Project throughout both construction and operation of the Project. The telephone number and contact information for the VGLD representative designated pursuant to this section shall be provided to the New Haven Town Clerk and the Town's designated representative for communications with VGLD.

b. VGLD will develop a complaint resolution protocol in consultation with the Town prior to the commencement of construction in New Haven. The protocol will include notice by VGLD of its intent to start construction ten (10) days before the commencement of construction to all adjoining landowners and the New

Haven Select Board, and the Town will post a copy of the notice and VGLD contact information in the Town Office.

c. At least twenty-one (21) calendar days before commencement of construction, VGLD shall supply the Town with complete, detailed plans and schedules relating to all construction activities that will take place in New Haven, in electronic and hard copy form, together with projected locations of such activities. Any changes in schedules or plans shall be furnished to the Town at least one (1) week before they are implemented. VGLD shall not be required to provide information that is either confidential, competitively sensitive, or that is Critical Energy Infrastructure Information (CEII) as defined by the Federal Energy Regulatory Commission.

d. The Town may designate representatives knowledgeable in the construction of buildings and electrical substation and transmission facilities to review at the Town's own cost, the schedules and plans during the twenty-on (21) day period. VGLD shall fully cooperate with these representatives, providing complete answers to any questions they may have, unless such information is competitively sensitive, confidential, or otherwise prohibited under the terms of a third-party non-disclosure agreement.

e. Upon completion of construction of the Project, VGLD shall provide the Town with as-built drawings of all components of the Project, except those that are both confidential and competitively sensitive or that are Critical Energy Infrastructure Information (CEII) as defined by the Federal Energy Regulatory Commission.

f. In general, VGLD and the Town shall make good-faith efforts to assure that open communications exist between them.

8. <u>Sound</u>

a. Sound from the Project will meet World Health Organization (WHO) guidelines of 40 dBA broadband/35 tonal at the exterior of any residence. One year after commencing Commercial Operation, and then once every five years thereafter, VGLD shall monitor sound at four residential properties adjacent to the converter station. The monitoring shall take place when the Project is operating at full capacity and shall be conducted by an expert agreeable to both of the Parties. The results and an expert analysis, if any, shall be reported to the Town within fifteen business days of completion of the monitoring. If sound from the Project exceeds the standards above, VGLD shall take the measures necessary to correct the cause of the excess sound from the converter station within 30 (thirty) days; provided, however, that if VGLD cannot correct the condition within thirty days due to circumstances beyond VGLD's control, such as, but not limited to, the need to obtain prior regulatory approval before implementing corrections, it will make every reasonable effort to promptly resolve the cause of the delay. In that case, VGLD shall have until thirty days after their resolution to complete the corrections. If VGLD fails to correct the excess sound within the allotted time, the Town may pursue its enforcement remedies, including injunctive relief, as recited in paragraph 16 of this Agreement.

b. Nothing in this Agreement precludes or prohibits the Town from conducting its own sound monitoring at its own expense. If the expert conducting the monitoring on behalf of the Town concludes that the Project is not operating in compliance with the sound standards set forth in this Agreement, the Town will share the complete results of its tests and analyses with VGLD.

   i. If VGLD agrees that a violation exists, it will cure the violation within a reasonable time.

   ii. If VGLD believes that the Town's conclusion is in error, the Parties' sound experts shall confer and attempt to reconcile their different conclusions and take appropriate action to determine whether a violation exists. If they conclude that there is a violation, VGLD will have a reasonable time to cure it.

   iii. In this paragraph 8.b, "a reasonable time" shall be such time as the Parties agree, in light of circumstances. In the absence of an agreement, "a reasonable time" is thirty (30) days from the later of (a) the date the Town shared its test results and analyses with VGLD, (b) the date the Parties' experts agree that a violation exists, or (c) the resolution of a delay caused by circumstances beyond VGLD's control, provided that VGLD has made every reasonable effort to promptly resolve the cause of the delay. If VGLD fails to correct the problem in the allotted time, the Town may pursue its enforcement remedies, including injunctive relief, as recited in paragraph 16 of this Agreement.

9. <u>Decrease in Value of Certain Real Property</u>

a. To address concerns about the potential for impacts on the market value of real property nearby Project, VGLD commits to a compensation program as follows. The properties listed in subparagraph ii below are designated as properties within the area of potential effect who are eligible to apply for compensation from the VGLD Compensation Fund, provided they can demonstrate that, within one year after the commencement of Commercial Operation, their property suffered a loss in market value due solely to the presence or operation of the Project. The procedure to establish and administer this fund is as follows:

   i. Within thirty (30) days of the Completion of Construction, VGLD will arrange for a letter of credit from a banking institution in the amount of $1,000,000.00, to secure future payments from the Compensation Fund. VGLD shall keep this letter of credit in force until all claims made pursuant to this paragraph are resolved.

   ii. Beginning one year after Completion of Construction, and ending three years after commencement of Commercial Operation, owners of real property parcel numbers 199, 204.2, 204.3, 204.4, 204.510, 204.52, 290.1, 290.2, 290.3, 290.4, 292, 318, 319, 321.1, 321.123, 321.124, 321.125, 372.2 and 374.12 may present a claim based on an appraisal conducted at the property owner's expense and performed in accordance with the

Uniform Standards of Professional Appraisal Practice by an appraiser licensed by the State of Vermont, that demonstrates that their real property has decreased in value below what it would otherwise be to the extent the decrease is caused by the presence and/or operation of the Project.

iii. Upon presentation of the property owner's appraisal, VGLD may pay the amount of the difference to the property owner(s) or may contest payment with another appraisal conducted at the Project's expense by an appraiser who meets and uses the same professional standards. If the parties still cannot agree, the appraisers shall agree on a third appraiser to give an opinion that will bind the parties. Half of the cost of such third appraisal will be paid by VGLD and the remainder shall be paid by the property owner.

iv. VGLD shall pay the property owners an amount equal to the final amount of loss in value within fourteen (14) days of the determination of loss, regardless of which of the above procedures results in the determination.

10. Cooperation by the Parties

a. The Town shall cooperate with VGLD before the Public Service Board and other state, federal and regional instrumentalities through all reasonable means, including the submission of prefiled testimony expressing the Town's unqualified support for the Project as agreed to herein and proposed to the Public Service Board.

b. If, after execution of this Agreement and before the Public Service Board issues a CPG, a significant change to the Project is required that materially affects the Parties' Agreement and the Town's rights hereunder, whether by order of the Public Service Board or otherwise, and the change is acceptable to the Town, then the Town, acting within the bounds of its authority, shall cooperate with VGLD in dealing with State of Vermont agencies and shall support the modified plans before the PSB, including the filing of appropriate testimony, exhibits and other filings related to the Project's compliance with the section 248 criteria including, but not limited to, subsections (b)(1), and (b)(5), as well as any other permits, applications, or approvals VGLD requires to operate the project. If such change is not acceptable to the Town, the Town will notify VGLD of its objection and the basis for it, and will negotiate with VGLD in good faith towards a resolution of the Town's objection to the change. If the parties are unable to resolve the Town's objection, the Town may raise its objection to the change with the Public Service Board without violating this Agreement, provided that the Town limits its objection to the specific significant change at issue. For the avoidance of doubt, except for the objection to a significant change, the Town will continue to express is unqualified support for the Project. An order by the PSB to change the location of the Project to a location approximately two-hundred fifty (250) feet to the east of the location shown in Attachment 2 of this Agreement will not be considered by the Parties to be a significant change under Section 8 of this Agreement, provided that such change is made in response to a request by the Agency of Natural Resources to change the location in order to avoid adverse impacts to a

wetland or other protected natural resource on the Site and there are no other reasonable alternatives available to protect the wetland or resource. VGLD and the Town each agree that they will not take actions during the 248 proceeding that are inconsistent with this Agreement and that they will ask the Public Service Board to adopt and include the terms of this Agreement in the Certificate of Public Good for the Project provided that construction and operation of the Project are contingent on performance of this Agreement in full compliance with all of its terms.

c. The Parties acknowledge that the PSB has ultimate regulatory control over the Project and the details thereof. If the PSB grants a CPG and VGLD chooses to proceed with the Project, VGLD must build the Project in accordance with the terms of the CPG and Order granting approval. If for any reason, a substantial change to the Project is necessary and such change requires an amendment to the CPG pursuant to Public Service Board Rule 5.408, VGLD will petition the PSB for an amendment to the CPG to authorize such change and will provide the Town notice of such petition and will not oppose the participation of the Town in the PSB proceeding to consider the petition. Nothing in this Agreement prohibits the Town from opposing a petition for a CPG amendment, or appealing a PSB ruling allowing the amendment, if the Town concludes that the change is (1) inconsistent with another provision in this Agreement, (2) directly affects the Town's substantial interests, and (3) is determined by the Town not to be in the Town's best interests.

d. VGLD will provide the Town with reasonable advance notice, not less than ten (10) days, of any significant maintenance and repairs of the Project during Commercial Operations in order to address any questions or concerns from the Town prior to commencement of the maintenance or repairs. Emergency repairs are not subject to this notification requirement.

e. Subject to the Town's right to object in Section 10.b, the Town waives its right to appeal the Public Service Board's Final Order and CPG issued for the Project provided that the Final Order and CPG contain conditions that are consistent in all material respects with the terms and conditions of this Agreement.

f. Provided that all other state and federal permits issued for the Project are consistent in all material respects with the terms and conditions of the parties' Agreement, the Town waive its right to appeal the issuance of any such permits.

g. VGLD has worked and shall continue to work with consulting engineers and state officials to ensure that the Project is built and operated in a safe and commercially sound manner.

h. In general, VGLD and the Town shall make good-faith efforts to assure that open communications exist between them.

11. <u>Maintenance and Fire Protection</u>

a. VGLD shall operate the Project in accordance with Good Utility Practice, industry standards and manufacturers' requirements for operation and maintenance of Project equipment.

b. In the event that the Project receives fire protection services from other than the New Haven Volunteer Fire Department, VGLD will be responsible for any fees attributable to the provision of such services to the Project.

c. During the term of this Agreement and upon request of the Chief of the New Haven Fire Department, VGLD or its designee shall periodically offer training to Town emergency responders on emergency techniques for responding to emergencies at the Project. The Town's emergency responders shall have the option, but not the obligation, to accept such periodic training from VGLD or its designee.

12. Representations, Warranties and Covenants

a. VGLD represents, warrants and covenants that VGLD:

i. Prior to the commencement of construction, VGLD will be at all times the lessee or owner of the Project and have all rights to the real property on which the Project will be constructed that are necessary to construct and operate the Project, including necessary sound and aesthetic mitigation;

ii. Maintains and shall maintain, at all times while this Agreement is in effect, adequate financial resources or have access to adequate financial resources required to perform all of the obligations herein to be performed by it;

iii. Shall maintain, at all times while this Agreement is in effect, adequate insurance to protect the Town against any damage that the Town may sustain as a result of construction or operation of the Project or for any other reason that VGLD may become liable to the Town.

iv. Has and shall have, at all times this Agreement is in effect, the power to assure that services or equipment or materials for the Project will be performed or caused to be performed;

v. Subject to its rights of assignment in Section 13, is and shall be, at all times this Agreement is in effect, responsible for the operation and maintenance of the Project, either directly or through a contracted entity.

b. VGLD shall defend, indemnify and hold harmless the Town from any and all claims, disputes and legal or regulatory actions that may be brought against the Town by any contractor, subcontractor or other firm or person alleging nonpayment for services rendered or materials furnished to VGLD and from any and all claims, disputes and legal or regulatory actions that may be brought against the Town based upon VGLD's negligent acts or omissions, or VGLD's willful misconduct. Notwithstanding the above, VGLD will not indemnify the

Town for any claim, dispute or legal or regulatory actions resulting from the Town's negligent acts or omissions or the Town's willful misconduct or for any other actions by the Town that are in derogation of its obligations under law or this Agreement.

c. The Town represents, warrants and covenants:

   i. that it has the general authority to enter into this Agreement; and

   ii. that no member of the Select Board voting to approve or sign this Agreement has a conflict of interest in so voting or signing and that no member of the Select Board will gain personally from the Town's execution of this Agreement.

d. Each Party represents and warrants to the other that each signature appearing on the signature page to this Agreement is the true and correct signature of a duly authorized representative or agent of such Party, that such representative or agent has the capacity and authority to bind such Party and that no consent, waiver, approval, order, permit or authorization of or filing with or notification to any person or governmental entity is required on behalf of such Party in connection with the execution, delivery and performance of such Party of its obligations hereunder.

13. Transferees, Successors, and Assigns

This Agreement in its entirety shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their successors and assigns, and any persons or entities to which are transferred the Project or any rights or components of the Project, to the same extent as if such persons or entities were recited as parties to this Agreement, and notwithstanding the terms of any such assignments or transfer. In the event of assignment or transfer, the assignee(s) or transferee(s) shall be substituted for VGLD in this agreement in all respects. Notwithstanding anything in this Agreement to the contrary and subject to the jurisdiction of the PSB and other applicable regulatory authority, nothing in this Agreement shall prevent VGLD from assigning or transferring to a third party the Project (including any Certificate of Public Good and other regulatory approval necessary for Project ownership, maintenance and operation) and this Agreement, by operation of law (such as through a merger or consolidation) or otherwise. *By the acceptance of such assignment or transfer, the assignee or transferee will be substituted for VGLD and be bound by all of the terms of this Agreement including, without limitation, by the representations, warranties and covenants in paragraph 11 to the full extent that VGLD is bound by such representation, warranties and covenants.*

14. Discontinuance of the Project

VGLD shall be responsible for Discontinuance of the Project at the end of its

Commercial Operation. While the PSB will be the ultimate entity to approve the terms and timing of Discontinuance of the Project, VGLD and the Town agree that Discontinuance of the Project shall be as defined in Section 2 of this Agreement, unless it is inconsistent with the terms of the Order and CPG approving the construction and operation of the Project and only to the extent of such inconsistency. VGLD shall bear the entire cost of Discontinuance of the Project.

15. Term and Termination

a. This Agreement shall remain in effect until one year after Discontinuance of the Project.

b. Breach by one party of this Agreement gives the non-breaching party the right to terminate the Agreement after the lapse of a reasonable opportunity to cure the condition that caused the breach. The non-breaching party shall provide the other party with written notice of the breach as soon as the condition giving rise to the breach is apparent to the non-breaching party, and such notice must identify the condition giving rise to the breach as well as the remedy the non-breaching party believes is necessary to cure the breach. If the condition giving rise to the breach is not cured within a reasonable period of time, the non-breaching party may terminate the Agreement.

c. Nothing in this Agreement shall obligate VGLD to build or operate the Project for any period of time, or if the Project is permitted and built to continue to operate the Project, which shall be decisions within VGLD's sole discretion. VGLD may cease to operate the Project permanently and terminate this Agreement at any time after it commences Commercial Operations, provided that it gives the Town reasonable advance written notice of its intent to permanently cease operations and commence Discontinuance of the Project. Payments due to the Town under this Agreement will continue until Discontinuance of the Project is complete.

d. In the event that VGLD or the then-owner of the Project wishes to continue to operate the Project after forty (40) years, VGLD or the then-owner shall notify the Town no later than the first day of the 38th year of operations that it wishes to continue to operate the Project. The Parties will immediately commence negotiations in good faith to arrive at a new agreement that will govern their relationship during such continued operation. If such an agreement is reached, it shall be submitted to regulatory authorities in connection with any proceeding opened to determine whether continued Project operation is in the public good to the extent such proceeding is required.

e. Notwithstanding the foregoing, this Agreement shall terminate if the PSB denies VGLD's petition to construct and operate the Project and such denial is upheld on appeal, if an appeal is taken.

16. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of

the State of Vermont. The Town and VGLD shall ask that the PSB adopt and include the full terms of this Agreement, by reference or otherwise, in any Order and CPG authorizing construction and/or operation of the Project, provided that such construction and operation is contingent on performance of this Agreement in full compliance with all of its terms. This Agreement may be enforced by the PSB as a condition of construction and operation of the Project, whether by VGLD or by a successor in interest, and the PSB and the state and federal courts situated in the State of Vermont have sole personal and subject matter jurisdiction over the Parties to entertain and decide any and all enforcement proceedings or actions that may arise under or in connection with this Agreement. Nothing in this Agreement shall preclude either of the Parties from petitioning the PSB or the above courts for enforcement of the terms of the CPG or of this Agreement.

17. Integration.

This Agreement incorporates the entire understanding of the Parties concerning the subject matter hereof and supersedes all prior understandings, agreements, or amendments whether written or oral, on the subject.

18. Amendments.

This Agreement may be modified only with the written consent of each Party.

19. Severability.

If any term of this Agreement is held by the PSB or a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. Section Headings.

The section headings in this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

21. No Third Party Beneficiary

Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights or any other rights of any kind in any person or entity not a party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VERMONT GREEN LINE DEVCO, LLC

By:_____
Name:
Title:

TOWN OF NEW HAVEN, VERMONT

By: Kathleen L Barrett
Name: Kathleen L Barrett
Chair, Selectboard

By:_____
Name: John R. Poteet
Selectman

By:_____
Name:
Selectman

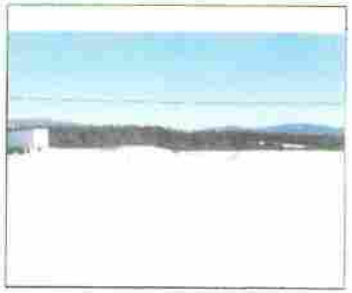
By:_____
Name:
Selectman

By:_____
Name:
Selectman

Attachment 1A

VIEWPOINT LOCATION MAP

EXISTING CONDITIONS



TECHNICAL INFORMATION

Viewpoint Coordinates in	1461460.9 E
Vermont State Plane feet	591898.1 N
Viewpoint Location	New Haven Junction
Viewer Elevation	287 ft msl
Distance to Project	0.55 miles
Camera Model	Canon 5D Full Frame
Lens Setting	50 mm
Date/Time	1.21.16/4:04 pm

VERMONT GREEN LINE
PROPOSED NEW HAVEN, VERMONT
CONVERTER STATION

FIGURE 7. VP1: NEW HAVEN JUNCTION – PROPOSED CONDITIONS

TRC

VIEWPOINT LOCATION MAP

EXISTING CONDITIONS

TECHNICAL INFORMATION

Viewpoint Coordinates in	1462793.9 E
Vermont State Plane feet	589830.3 N
Viewpoint Location	Route 7
Viewer Elevation	348 ft msl
Distance to Project	0.3 miles
Camera Model	Canon 5D Full Frame
Lens Setting	50 mm
Date/Time	7.23.15/1:40 pm

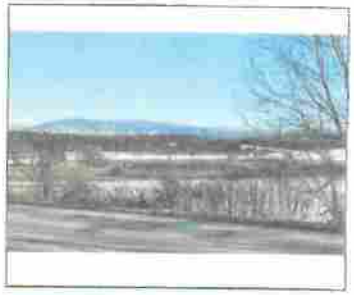
VERMONT GREEN LINE
PROPOSED NEW HAVEN, VERMONT
CONVERTER STATION

FIGURE 9: VP2: ROUTE 7 ETHAN ALLEN HIGHWAY, WEST – PROPOSED CONDITIONS, LANDSCAPING TREES AT 30 FT

TRC

VIEWPOINT LOCATION MAP

EXISTING CONDITIONS



TECHNICAL INFORMATION

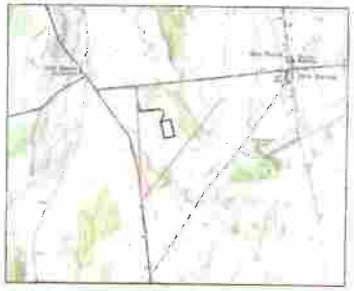
Viewpoint Coordinates in	1460144.6 E
Vermont State Plane feet	591918.6 N
Viewpoint Location	Otter Creek Highway
Viewer Elevation	317 ft msl
Distance to Project	0.8 miles
Camera Model	Canon 5D Full Frame
Lens Setting	50 mm
Date/Time	1.21.16/3:03 pm

VERMONT GREEN LINE
PROPOSED NEW HAVEN, VERMONT
CONVERTER STATION

FIGURE 11. VP3. OTTER CREEK HIGHWAY – PROPOSED CONDITIONS

TRC

VIEWPOINT LOCATION MAP



EXISTING CONDITIONS

TECHNICAL INFORMATION

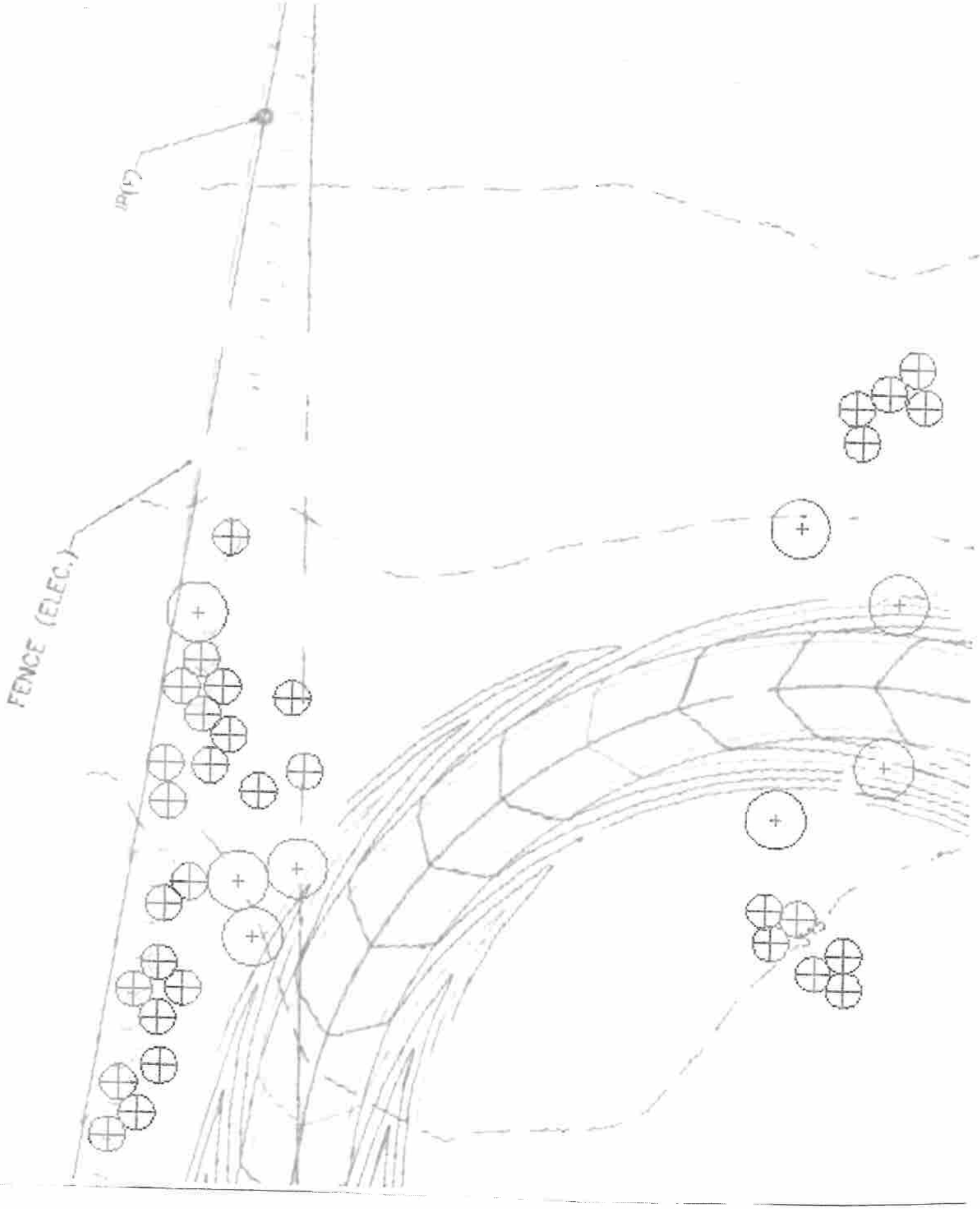
Viewpoint Coordinates in	1463197.6 E
Vermont State Plane feet	587544.7 N
Viewpoint Location	Route 7
Viewer Elevation	391 ft msl
Distance to Project	0.5 miles
Camera Model	Canon 5D Full Frame
Lens Setting	50 mm
Date/Time	1.21.16/3:33 pm

VERMONT GREEN LINE
PROPOSED NEW HAVEN, VERMONT
CONVERTER STATION

FIGURE 15 VPS: ROUTE 7 ETHAN ALLEN HIGHWAY, SOUTH – PROPOSED CONDITIONS

TRC

Attachment 1B page 1
Overview



Attachment 1B page 2
Plantings at turn in access road

207 Evergreen Trees

Quan	Scientific name	Common Name	Size
12	Abies concolor	Concolor Fir	4-5 ft
12	Abies concolor	Concolor Fir	5-6 ft
24	Picea glauca	White Spruce	4-5 ft.
24	Picea glauca	White Spruce	6-7 ft.
45	Pinus strobus	White Pine	4-5 ft.
45	Pinus strobus	White Pine	5-6 ft.
45	Pinus strobus	White Pine	6-7 ft.
207			

83 Deciduous Trees

Quan	Scientific name	Common Name	Size
4	Acer rubrum	Red Maple	2-2.5 in.
4	Acer rubrum	Red Maple	2.5-3 in.
4	Acer rubrum	Red Maple	3-3.5 in.
4	Acer saccharum	Sugar Maple	2-2.5 in.
4	Acer saccharum	Sugar Maple	2.5-3 in.
4	Acer saccharum	Sugar Maple	3-3.5 in.
5	Celtis occidentalis	Hackberry	2-2.5 in.
12	Quercus alba	White Oak	2-2.5 in.
14	Quercus bicolor	Swamp White Oak	2-2.5 in.
14	Quercus macrocarpa	Bur Oak	2-2.5 in.
14	Quercus rubra	Red Oak	2-2.5 in.
83			

Attachment 2