

CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

September 10, 2021

**Special Joint Meeting
Public Works Committee of the Norwalk
Common Council
& Planning Commission**

 The Public Works Committee and Planning Commission of the Norwalk Common Council will have a Special Joint Meeting held on **Monday, September 13, 2021** by way of Video Conference/Teleconference **at 6:00p.m.**



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**PUBLIC WORKS COMMITTEE
of the NORWALK COMMON COUNCIL
& PLANNING COMMISSION
SPECIAL JOINT MEETING**

DATE: Monday, September 13, 2021

TIME: 6:00 P.M.

PLACE: By Video Conference and Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at: norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at mcipriano@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

Roll Call

New Business

1. Authorize the Mayor, Harry W. Rilling, to execute the Agreement for Use of Municipal Public Property, Temporary Work Area Agreement, Side Letter Agreement, and any and all other documents with Eversource necessary and for the purpose of providing Eversource with rights

2. Referral of Item 1. to the Planning Commission for a Report and recommended Action pursuant to Conn. Gen. Stat. §8-24.
3. **THEREFORE, BE IT RESOLVED** by the Norwalk Planning Commission that 8-24 Referral #08-21 - DPW – Temporary easement agreement for the Eversource to use city property for electrical transmission line installation in association with the Walkbridge Project be **APPROVED**.

BE IT FURTHER RESOLVED that the reasons for this action are to implement the following Plan of Conservation and Development goals, policies and actions:

1. That “Norwalk’s infrastructure and public facilities are resource-efficient, well-maintained, cost effective, sustainable and resilient” (Chapter 11: Public Facilities, Infrastructure & Services); and
2. That “Norwalk has a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning” (Chapter 10: Transportation & Mobility Networks); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

Upcoming Projects

Adjournment

Next Meeting: Tuesday, October 5, 2021
Public Works Committee
7:00 P.M. Location TBD

MEMORANDUM

TO: Member of the Commons Council
Members of the Public Works Committee
Members of the Planning Commission
Mayor Harry W. Rilling

FROM: Darin L. Callahan, Assistant Corporation Counsel

CC: Mario F. Coppola, Corporation Counsel

DATE: September 9, 2021

RE: Eversource Easements

.....

Dear Members and Mayor:

As you are aware, the City has been negotiating permanent and temporary easement agreements with Eversource in connection with the plan re-route of Eversource's electrical lines underground in connection with the Walkbridge Project. A copy of the above reference agreements are attached hereto respectively as Exhibits 1-A and 1-B. The Maps for the Police Department and Veteran's Park referenced in the Agreements are attached hereto Exhibit 2-A and 2-B respectively. Also attached hereto as Exhibit 3 which is a Side Letter Agreement which sets forth the compensation the City will receive with respect to these agreements. For your ease of reference, I prepared a Term Sheet which is set on Page 2 – 3 of the Memorandum.

I am recommending the following action item for your consideration:

Authorize the Mayor, Harry W. Rilling execute the Agreement for Use of Municipal Public Property, Temporary Work Area Agreement, Side Letter Agreement, and any and all other documents with Eversource necessary and for the purpose of providing Eversource with rights to underground its electrical transmission and distribution lines at the Norwalk Police Station and Veteran's Park in connection with the Walkbridge Project and the City's compensation for such rights.

TERM SHEET

I. Agreement for Use of Municipal Public Property

- Rights Granted:** Subject to certain conditions set forth in the agreement, the City is granting Eversource the right to underground its Distribution and Transmission Lines through the Norwalk Police Department and Veteran's Park within certain locations defined in Exhibits 1-A and 1-B (the "Permanent Easement Areas"), together with the rights to access the Permanent Easement Areas through City land, together with the rights to trim and prune trees within the Permanent Easement Areas (See Section 1-5)
- Term:** Permanent.
- Conditions:**
- Certain general risk mitigation provisions (Section 6.1 and 6.2); indemnification obligations (Section 6.12); and insurance requirements (Section 6.13).
 - Tree trimming and pruning to be conducted in compliance with applicable law (Section 6.1(viii)).
 - Construction of Temporary Access to Police Department for access to a portion of the civilian lot during construction and obligation to keeping access road at Veteran's Park open (Section 6.3).
 - Compensation obligations pursuant to the Side Letter Agreement (Section 6.4).
 - General obligations including compliance with applicable laws and performance of work pursuant to industry standards (Section 6.5); inspection, maintenance and property damages or personal injuries (Section 6.6).
 - Obligation to coordinate activities with City and use the Permanent Easement Areas in a manner that does not unreasonably interference with City's use of Police Department and Veteran's Park (Section 6.8 and 6.14)
 - Obligations to obtain all necessary permits and approvals (Section 6.9).
 - Except for Emergency work, obligation to provide City advance notice of work at the Police Department and

Veteran's Park which will impede access or materially impact parking (Section 6.10), together with the obligation to coordinate and managing traffic and parking disruptions including the submission of a parking and traffic management plan (Section 6.11).

-Obligations to work cooperatively with City in initial design of facility and future alterations thereto, and to the extent that any future alteration conflict with the terms of the agreement, a requirement to come to mutual agreement amendment to the agreement (Section 6.16).

II. Temporary Work Area Agreement

- Rights Granted:** Subject to certain conditions set forth in the agreement, the City is granting Eversource the right use certain land adjacent to the Permanent Easement Areas as shown in Exhibit 2-A and 2-B (the "Temporary Easement Areas").
- Term:** Temporary. 24 Month from commencement of construction with extensions if necessary in the event Eversource needs to acquire regulatory permits (Section 3.4).
- Conditions:**
- Temporary Easement Areas may be used by Eversource for for construction staging as reasonably necessary to install and construct the underground electrical transmission and distribution lines, including the storing of vehicles, equipment and materials; receiving delivery of and assembling transmission facility components; installing lighting and fencing within and at the borders of the Temporary Easement Areas; preparing portions of the Temporary Easement Areas for use during the construction and installation of the lines, including vegetation removal as needed for the construction work; for ingress and egress to the Permanent Easement Areas, and to conduct all other activities necessary and incidental to the Installations as described in the work plans, such as staging for new equipment to be installed as part of the Norwalk River crossing facilities and/or for the facilities to be installed within Route 136 (Section 3.1).
 - Certain general risk mitigation provisions (Section 3.2 and 6.2); indemnification obligations (Section 3.6); and insurance requirements (Section 3.7).

-Tree trimming and pruning to be conducted in compliance with applicable law (Section 3.2(v)).

-Securing Temporary Easement Areas (Section 3.3).

-Restoration obligation, e.g. – removal of materials, debris, equipment, etc... brought on to the site; restoring land condition which exist prior to work; and performing the restoration work in the Side Letter Agreement (e.g. repaving Police Department parking lot and road realignment project at Veteran's Park) which are part of the compensation obligations pursuant to the Side Letter Agreement (Section 6.4).

-Obligation to coordinate activities with City and use the Temporary Easement Areas in a manner that does not unreasonably interference with City's use of Police Department and Veteran's Park (Section 3.9).

-General obligations including compliance with applicable laws and performance of work pursuant to industry standards (Section 3.12); inspection, maintenance and property damages or personal injuries (Section 3.13).

EXHIBIT 1-A

After recording, please return to:
The Connecticut Light and Power Company
d/b/a Eversource Energy
107 Selden Street
Berlin, CT 06037
Attn: Kimberly Bianchi

Agreement for Use of Municipal Public Property

This Agreement is made as of the ____ day of _____, 2021 by and between the City of Norwalk, a municipal corporation and political subdivision of the State of Connecticut located in the County of Fairfield and State of Connecticut (the "City") acting herein by Harry W. Rilling, its Mayor and The Connecticut Light and Power Company d/b/a Eversource Energy, a specially chartered corporation having an office in the Town of Berlin, County of Hartford and State of Connecticut ("Eversource") acting herein by _____, its _____.

WITNESSETH:

WHEREAS, the Connecticut Department of Transportation ("CDOT") plans to replace the existing deteriorating rail bridge over the Norwalk River located in Norwalk, Connecticut, known as the Walk Bridge (the "Walk Bridge"), to improve the safety and reliability of rail services; and

WHEREAS, Eversource owns and operates two existing 115-kV transmission lines that are attached to the Walk Bridge; and

WHEREAS, due to CDOT's planned replacement of the Walk Bridge, Eversource's existing electric facilities attached to the Walk Bridge must be removed prior to CDOT dismantling the Walk Bridge; and

WHEREAS, the City and Eversource have identified suitable locations on property owned by the City for Eversource's new facilities that will replace the facilities to be removed from the Walk Bridge; and

NOW THEREFORE, the parties hereto agree as follows:

1. The City grants to Eversource, its successors and assigns (hereinafter collectively "Eversource") the right to install, repair, replace, modify, maintain and operate its ducts, conduits, manholes, and other underground structures, lines, wires, filament, cables, including fiber optic and communication cables, other conductors, and other underground equipment, useful for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character (hereinafter collectively, the "Underground Installations") under certain areas of land located in the City, and identified as within and located adjacent to Veteran's Memorial Park and Marina ("Veteran's Park"), in accordance with and as more particularly depicted on the VP Plan (defined in Section 2 below) as Underground Use Area-VP. Veteran's Park is made available to Eversource on an "as-is" "where is" basis and the City makes no warranty or representation, express or implied, or arising by operation of law, including but in no way limited to, any warranty of quantity, quality, condition, habitability, suitability or fitness for a particular purpose.

2. The City grants to Eversource the right to install, repair, replace, modify, maintain and operate its poles, towers, cross-arms, guy wires, foundations, anchors, braces, protective bollards, antennas, and other overhead facility structures, equipment and appurtenances (collectively, "Overhead Installations") as well as Underground Installations, useful for the conducting and the transmission and distribution of electric current, energy, intelligence, wireless signals, light and communications of any character over and under certain areas of land located in the City, as applicable and identified as within and adjacent to the Norwalk Police Department

property , in accordance with and as more particularly depicted on the PD Plan (defined herein below) as Overhead Use Area-PD, Transitional Use Area-PD, and Underground Use Area-PD. Norwalk's Police Department property is made available to Eversource on an "as-is" "where is" basis and the City makes no warranty or representation, express or implied, or arising by operation of law, including but in no way limited to, any warranty of quantity, quality, condition, habitability, suitability or fitness for a particular purpose.

These certain areas are shown and depicted on the plans entitled: "DATA ACCUMULATION PLAN ELECTRIC FACILITY USE AND WORK AREAS OVER LAND OF CITY OF NORWALK-VP" (the "VP Plan") as UNDERGROUND USE AREA-VP , and "DATA ACCUMULATION PLAN ELECTRIC FACILITY USE AND WORK AREAS OVER LAND OF CITY OF NORWALK-PD" (the "PD Plan") as UNDERGROUND USE AREA-PD, TRANSITION USE AREA-PD, AND OVERHEAD USE AREA-PD, respectively. The VP Plan and PD Plan have been or will be filed with the Town Clerk for the City of Norwalk as Map Nos. _____ and _____ respectively, and copies of each of these Plans are attached hereto in **Exhibit A**. The VP Plan and PD Plan are collectively referred to herein as the "Plans." The Underground Use Area-VP, Underground Use Area-PD, Transition Use Area-PD, and Overhead Use Area-PD, are referred to collectively as the "Electric Facilities Locations." The Underground Installations and the Overhead Installations are referred to together as the "Installations".

3. The City grants to Eversource the right to enter the Electric Facilities Locations at all times and to pass and repass over all roads, accessways and parking areas of the City for the sole purpose of inspecting, maintaining, modifying, repairing and replacing, as reasonably necessary and desirable, the Installations, in such manner and at such times as Eversource may reasonably determine necessary for the proper operation and maintenance of the Installations.

The cost of such inspections, maintenance, repair and replacement shall be the sole responsibility of Eversource.

4. The City grants to Eversource the right to trim and keep trimmed, cut, and/or remove, by mechanical means, trees, roots, limbs and branches thereof, underbrush and other growth ("Tree Trimming & Removal") that are within or extend into the limits of the Electric Facilities Locations and Eversource reasonably determines (i) may interfere with the Installations and/or the exercise of any of the rights set out herein, or (ii) may create a hazard to the operation of Eversource's facilities, the reliability of Eversource's electrical systems or public health and safety.

5. Once the Installations are installed and placed in service, Eversource has the rights to use the Installations to conduct, distribute and transmit electricity, energy, intelligence, light, wireless signals and/or communications and to provide the service or services relating to said right(s) by means of the Installations.

6. The rights granted in Sections 1 through 5 of this Agreement are subject to the following covenants, terms, conditions and representations:

6.1. The Installations shall be constructed and installed in accordance with the Plans. Eversource represents and covenants that (i) it shall not install any (x) above ground facilities within any Underground Use Area-PD, Transitional Use Area-PD (but only to the extent the Underground Installations are to be located therein as set forth in the Plans), or Underground Use Area-VP, or (y) below ground facilities in any Overhead Use Area-PD or Transitional Use Area-PD (but only to the extent the Overhead Installations are to be located therein as set forth in the Plans; provided that the City understands and agrees that both above ground and underground transmission line facilities will be installed on each of the two Transmission Line Riser Structures

in the Transitional Use Area-PD. Each such Structure will have an overhead line and an underground line connecting to the Structure, and on and within approximately twelve (12) feet of the perimeter of the structure, the overhead line or its appurtenances may be directly above a section of the underground line); (ii) the construction and installation of the Underground Installations in Veteran's Park shall be performed by horizontal directional drilling and no open trench excavation shall be performed by Eversource within said park or three (3) feet of the boundary line thereof except as provided in Sections 6.2 (a) and (b); (iii) Eversource, at its sole cost and expense, shall survey (certified substantially correct to the City by the Surveyor) and clearly mark-out the boundaries of the ELUR (defined below) and of Subject Area B referenced therein in particular, prior to construction and installation of the Installations at the Norwalk Police Department property and no subsurface work shall be performed within the ELUR, including, but not limited to, Subject Area B; (iv) in the event that Eversource encounters any Hazardous Materials in connection with exercising its rights under this Agreement, it shall notify the City in writing; (v) in the event that Eversource excavates Hazardous Materials (or other materials that cannot be reused on site), it shall be responsible for transportation and proper disposal of the same, and it shall be deemed the "generator" thereof pursuant to the Resources Conservation Recovery Act, 42 U.S. C. 6901 et. seq., if soil and/or groundwater has to be removed as hazardous waste; (vi) all back fill used by Eversource shall be "clean", meaning materials that are classified as: (a) Natural Soils, which, based on laboratory chemical testing, are soils that contain only naturally occurring substances (i.e., metals) that are present at concentrations not exceeding the background concentrations of such substance(s) occurring naturally in the environment), (b) Rock, brick, ceramics, concrete, processed aggregate and asphalt paving fragments, which are virtually inert and pose neither a pollution threat to ground or surface waters nor a fire hazard provided that such materials are suitable to use as subsurface

strata to support the subsurface use and activity and comply with the City's paving standards in effect at the time the fill is added and such standards are applicable to all paving work and applied uniformly to all contractors subject to such standards , or (c) Some Polluted Soils, which, based on laboratory chemical testing, are soils that have been affected by a release of a substance and that substance is at a concentration level above the analytical detection limit for such substance, but that do not contain any substances at concentrations above the applicable standard set forth in the State Remediation Standard Regulations adopted pursuant to Conn. Gen. Stat. Sec. 22a-133k, as may be amended, including but not limited to the Pollutant Mobility Criteria (PMC) or other standard as may be required by any other law or regulation, including but not limited to any standards promulgated by the CT DEEP pursuant to Public Act 20-9, and applicable to the location at which the material will be re-used and proof of the quality of said materials shall be provided to the City; (vii) construction and installation of Installations at the Norwalk Police Department property shall be performed in the presence of the City's designated environmental consultant the cost for which shall be paid by Eversource; and (viii) any and all Tree Trimming & Removal necessary for construction and installation of the Installation is described and set forth in the Plans, and further, that any Tree Trimming & Removal shall comply with all applicable laws. The terms "ELUR" as used herein shall mean the Declaration of Environmental Land Use Restriction and Grant of Easement Dated January 25, 2007 and recorded in Volume 6530, Page 106 of the City's Land Records. Eversource represents that it has reviewed the ELUR and has been permitted access to all files maintained by the City concerning said ELUR prior to the exercise of any rights hereunder and covenants that it shall strictly comply with the requirements contained therein. Notwithstanding the restriction in Section 6.1(iii) that no subsurface work shall be performed within the ELUR, to the extent that Eversource disturbs any of the areas and/or conditions restricted under the ELUR, Eversource shall immediately, to the

extent possible, notify the City and DEEP and take all necessary steps required by the terms of the ELUR or otherwise by the DEEP to remedy the disturbance, comply as may be so required to investigate and remediate the disturbed condition and/or otherwise mitigate such condition, and restore the area to comply with the terms of the ELUR.

6.2 If one of the following events occurs in an area that is within or affects Veteran's Park, Eversource shall have the right to excavate within the affected area of Veteran's Park to address the particular event and its consequences.

(a) The horizontal directional drilling operation has caused unintentional returns or a "frac-out" of drilling fluids during the work of installing the conduit for the underground transmission line facilities.

(b) Damage to one or more of the underground transmission line conduits in Veteran's Park caused by one of the following events and such damage needs to be remedied for reliable operation of the installations: (i) any party doing subsurface drilling or similar work contacts one of transmission line conduits in Veteran's Park; (ii) an earthquake tremor or shift of subsurface materials causes compression or twisting force on one of transmission line conduits in Veteran's Park; or (iii) a fault on a section of one of the transmission lines that damages the conduit such that it needs repair to accept the replacement cable.

Notwithstanding the foregoing, Eversource shall make all reasonable endeavors to avoid any excavation to the extent feasible and consistent with good utility practices.

6.3. Prior to commencing construction and installation of the Installations at the Norwalk Police Department, Eversource shall construct and install a temporary access driveway to the Norwalk Police Department as shown and identified in the PD Plan as [<< ___ >>]. For the entrance to Veteran's Park, the road identified as Public Access to Remain

Open During Construction in the VP Plan shall remain open at all times during construction and installation of the Installations.

6.4. Parties shall enter into a mutually agreeable Side Letter Agreement stipulating the compensation Eversource shall pay the City for the rights acquired herein. Said compensation shall include, in part, Veteran's Park road realignment project to be undertaken by Eversource at its sole cost and expense or by the City based on a payment from Eversource, the general scope of which is identified as [<< ____ >>] on the VP Plans, and the repaving of the City's parking lot at Norwalk Police Department, all of which shall be constructed to applicable City standards.

6.5. In connection with the performance of all work in the Electric Facilities Locations, Eversource shall comply (and shall cause its agents, contractors, and subcontractors to comply) with all applicable federal, state and local laws, ordinances, charters and regulations and with the National Electrical Safety Code. The work shall be performed in accordance with generally prevailing standards of good utility practice and in such a way as to avoid or minimize, to the fullest extent reasonably possible and practicable any resulting interference with the City's and the public's use of City property and in a manner that promotes safe passage by the traveling public.

6.6. Eversource shall be responsible for the ongoing inspection and maintenance of the Installations, and for any property damage or personal injuries relating in any way to the construction, operation, maintenance, or repair of the Electric Facilities Locations and the Installations. Maintenance to the Improvements shall be conducted on a routine basis, by properly trained line mechanics and in accordance with good utility practices. All maintenance work shall be promptly performed at Eversource's sole cost and expense.

6.7. Eversource shall promptly and completely restore any areas, including the public right of way, that have been disturbed as a result of its access to and use of the Electric Facilities Locations. Such restoration shall be completed so that any such disturbed area(s) is returned to substantially its condition immediately prior to Eversource's entrance thereon or better, given the presence of the Installations, and, for any pavement restoration, restoration work shall comply with the City's paving standards in effect at the time of the restoration that are applicable to all re-paving work and applied uniformly to all contractors subject to such standards.

6.8. Eversource shall coordinate its activities with the City so as to minimize, to the fullest extent reasonably possible and practicable, any resulting interference with the ongoing use and operation of the City's properties.

6.9. Eversource shall be responsible for obtaining all permits, licenses and approvals as may be required in connection with the performance of any activities hereunder and the performance of any required restoration of the areas disturbed as a result of its activities. At no cost to the City, the City agrees to cooperate with Eversource in its efforts to obtain permits, licenses or approvals, to the extent its participation is required as the owner of fee title to the Electric Facilities Locations.

6.10. Except for Emergency Work (defined in this Section 6.10 below), Eversource shall undertake best efforts to provide to the City's Chief of Operation and Public Works ("DPW Chief") and Chief of Police Department ("Police Chief" and DPW Chief collectively referred to as the "Chiefs") at least thirty (30) days prior written notice of all scheduled work in the Electric Facilities Locations that will impede access to the affected property or materially impact parking spaces used by personnel at such departments. Such notice shall include the proposed date(s) and scope of the planned work. For emergency work and for

non-routine maintenance or repair work in the Electric Facilities Locations that is needed for reliability of the transmission system ("Emergency Work"), Eversource shall, as soon as practicable, notify the City's Chiefs, or their designee(s), via email, other written communication, or telephone.

6.11. Except for de minimis disruptions, which shall include Eversource's routine inspections of the Installations and minor repairs requiring only the use of limited vehicles and equipment such as the use of a single pick-up truck with a drone or a single bucket truck, Eversource, at its sole cost and expense, shall be responsible for coordinating and managing all traffic and parking disruptions to the use of City property, including, but not limited to, Veteran's Park and the Norwalk Police Department properties, caused by Eversource's scheduled work at the Electrical Facilities Locations. For all scheduled and non-emergency events, Eversource shall undertake best efforts to provide the City with, at least thirty (30) days written notice prior to said planned disruption, such notice shall include the submission of all proposed parking restrictions and a parking and traffic management plan, to the Chiefs for prior written approval, which shall not be unreasonably withheld, conditioned or delayed. In the event Eversource intends to use a drone at the Norwalk Police Department, it shall undertake best efforts to provide the Chiefs at least three (3) days advance written notice.

For Emergency Work that may cause a disruption to traffic and/or parking which is not de minimis in nature, Eversource shall, at its sole cost and expense, within twenty-four (24) hours, (i) notify the City's Chiefs, or their designee(s), via email, other written communication, or telephone, and (ii) implement emergency parking and traffic management measures, reasonably designed to minimize, to the fullest extent reasonably possible and practicable, any resulting interference with the ongoing use and operation of the City's properties, including, but not limited to, Veteran's Park and Norwalk Police Department Property. In no event, however, shall the City

access and egress to and from its secured parking lot be blocked, unless the event causing the Emergency Work requires work at the entrance off South Main Street and there is no other access to the secured lot. If the gate at the entrance to the Norwalk Police Department Property off Monroe Street is not working, such gate will be left open for the duration of the Emergency Work and Eversource shall pay the cost to have an off-duty Police Officer positioned at the gate to ensure that only authorized persons enter the Property via that entrance.

6.12. Eversource agrees at all times to indemnify, defend and hold the City, its agents, employees, officials and representatives (collectively, "Indemnified Parties"), harmless from and against any and all claims, damages, costs and liabilities of any nature or kind, including reasonable attorney's fees (collectively, "Claims"), that may arise out of, or relate to (a) the negligent acts or omissions or intentional misconduct of Eversource, its employees, agents, representatives, contractors, subcontractors, and invitees of Eversource in connection with the Electric Facilities Locations, (b) any mechanic's liens brought or filed against the Electric Facilities Locations in connection with the Installations work to be performed thereon by any contractors or subcontractors of Eversource; and (c) all the excavation, creation, use, generation, storage, treatment, release, on- or off-site disposal or transportation of Hazardous Materials (defined below in this Section 6.12) on, into, from, under or about the Electric Facilities Locations caused or permitted by Eversource, its employees, agents, contractors, subcontractors, or invitees in connection with the Installations work or other activities, excluding any Pre-existing Hazardous Materials within the Electric Facilities Locations, except (x) for those Pre-existing Hazardous Materials that Eversource, excavates and removes offsite, or (y) to the extent that Eversource's work results in the exacerbation of any Pre-Existing Hazardous Materials and any federal or state law or regulation, including but not limited to, any DEEP notice, order or regulation, requires that such Pre-Existing Hazardous Materials that were affected by

Eversource's work be addressed. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement, other than as set forth in this Section 6.12. This indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, "Hazardous Material" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by the State of Connecticut, or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to State of Connecticut or federal governmental law. "Hazardous Material" also includes asbestos, polychlorobiphenyls (i.e., PCB's), per- and polyfluoroalkyl substances (PFAS), and petroleum. "Pre-Existing Hazardous Materials" are Hazardous Materials that are located on, under or in Veteran's Park or the Police Department Property prior to the start of Eversource's work at the applicable property pursuant to this Agreement.

6.13. Eversource shall cause its direct contractor(s) that will be responsible for the Project's civil construction work (the "Civil Work Contractor") and its direct contractor(s) that will be responsible for the Project's electrical construction work (the "Electrical Work Contractor") to procure and maintain at all times during the construction work, customary insurance coverages for utility construction projects of similar size and scope, with companies that have an AM Best financial rating of A- or better and that are licensed in the State of Connecticut, and all applicable insurance coverage that meets the requirements set forth below for the listed insurance coverages (or equivalent) in the indicated amounts.

(a) Commercial General Liability Insurance including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. Each such policy shall name Eversource and the City as additional insured parties on a

primary and non-contributory basis and include a waiver of subrogation rights against Eversource and the City and their respective officers, agents and employees and shall be written on an occurrence basis. The Minimum Single occurrence coverage amount shall be no less than \$1,000,000, and the Minimum Annual Aggregate coverage amount shall be no less than \$2,000,000. If blasting or underground work are to be undertaken, each policy shall have coverage for and exclusions removed for "Explosion, Collapse and Underground" ("XCU").

(b) Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of: (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. The Minimum Single Occurrence coverage amount shall be \$1,000,000. Each such policy shall name Eversource and the City as additional insured parties. In each such policy, there shall be no right of subrogation against Eversource or the City or their respective officers, agents and employees.

(c) Umbrella/Excess Liability Insurance in the amount of not less than Five Million Dollars (\$5,000,000) each occurrence. The insurance provided shall be "following form" coverage and shall provide excess limits for Commercial General Liability and Automobile Liability insurance. Each such policy shall name Eversource and the City as additional insured parties. In each such policy, there shall be no right of subrogation against Eversource or the City or their respective officers, agents and employees.

(d) Railroad Protective Insurance. For any Eversource contractor that will perform any work in the vicinity of railroads, such contractor shall be required to obtain Railroad Protective Liability insurance, which shall cover the Work performed by such contractor or any subcontractor within fifty (50) feet, vertically or horizontally, of railroad tracks. The current ISO

Occurrence Form (claims-made forms are unacceptable) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate for such insurance shall apply. The limits required under this paragraph (d) may be satisfied by a combination of primary and excess (umbrella) coverage layers.

(e) Worker's Compensation Insurance: With respect to any work performed by Eversource and/or their contractors under this Agreement, all entities shall carry Worker's Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut. In each such policy, there shall be no right of subrogation against Eversource or the City or their respective officers, agents and employees. Should an entity not have Worker's Compensation Insurance due to their being a Qualified Self-Insured by the State of Connecticut, proof of such status shall be provided to the City's Corporation Counsel.

Eversource shall cause its Civil Work Contractor and Electrical Work Contractor to obtain and maintain, at its contractors' cost and expense (and at no cost to the City), insurance coverage as required under this Section 6.13 during the initial construction of the Installations. Eversource shall provide the City with certificates of insurance evidencing its Civil Work Contractor's and Electrical Work Contractor's compliance with the insurance requirements included in this Section 6.13 not less than ten (10) days prior to the commencement of their applicable work in the City. All such certificates of insurance shall be on the Acord form and shall name the City as certificate holder as follows: City of Norwalk, Attn: Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125. Eversource shall provide the City with prompt written notice, by certified mail, "return receipt requested," following receipt by

Eversource of written notice of any material policy changes, cancellation, or lapse of coverage of any insurance required under this Section 6.13.

The coverage requirement in this Section 6.13 shall also apply to any other work performed on the Installation or within the Electric Facilities Locations unless other insurance requirements are approved in writing by the City, such approval not to be unreasonably conditioned, delayed or withheld.

6.14. Eversource shall be entitled to exercise the rights granted herein to the Electric Facilities Locations in a manner which is reasonably necessary for the convenient enjoyment of said rights, provided however, the exercise of said rights by Eversource shall not cause unreasonable damage or interfere unreasonably with the City's enjoyment of the Veteran's Park and the Norwalk Police Department properties.

As such, Eversource acknowledges that Veteran's Park and the Norwalk Police Department are actively in use as part of the City's important governmental functions, and the City acknowledges that Eversource's Installations on these properties will be critical to Eversource's obligation to provide reliable electric service. Accordingly, Eversource and the City agree that their respective activities on and/or authorized uses of the Electric Facilities Locations shall be conducted in good faith and that they will cooperate and coordinate, as necessary, to promote safe passage by authorized personnel and vehicles, limit active interference (excluding necessary construction) and support the proper exercise of their respective rights and obligations herein.

6.15. The City reserves the right to convey non-exclusive easements to third parties within the Electric Facilities Locations, after prior consultation with Eversource, provided that such use of such area(s) by any other party will not interfere with Eversource's rights or be inconsistent with its obligations to comply with all laws, regulations and codes for the design and

operation of its electric facilities, safeguard the Installations or provide reliable electric service to its customers.

6.16. Eversource shall submit to the City, for its review and comment, within fifteen (15) days, the initial design, size, elevation and location of the Installations and all appurtenances thereto proposed within their respective Electric Facilities Locations and any future alterations or modifications thereto that are beyond routine maintenance and/or replacements of existing Installations or appurtenances and that will be presented to the Connecticut Siting Council (the "Council"), prior to Eversource's submission of the same. Eversource shall work to address any comments from the City, taking into account engineering and operation standards, cost, any need for additional permits and the potential for delay to the implementation of the project, and provide its response to the City, prior to such submission to the Council. If the City objects to Eversource's proposed Installations or alterations or modifications after receiving Eversource's responses to the City's comments, Eversource may proceed with its submittal to the Council and shall provide a copy of such submittal to the City. Eversource shall not commence construction of such Installations, alterations or modifications until receiving Council approval, declaratory ruling or other authorization that permits such Installations or alterations or modifications. Eversource acknowledges that any future proposed alteration or modification of the Installations that exceeds or conflicts with the provisions of this Agreement (for instance, the addition of Overhead Installations in the Underground Use Area-PD or the Underground Use Area-VP) would require that the City and Eversource agree to an appropriate modification of this Agreement that permits such alteration or modification of the Installations, in addition to obtaining requisite Council authorization therefor.

6.17. Any notice provided under or pursuant to this Agreement shall be in writing and sent by certified or registered mail to the addresses of the parties set forth below.

For the City: Chief of Operation and Public Works
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

Chief of Police
Norwalk Police Department
2 Monroe Street
Norwalk, CT 06854

With a copy to: Corporation Counsel
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

For Eversource: The Connecticut Light and Power Company
d/b/a Eversource Energy
Manager – Right of Way
107 Selden Street
Berlin, CT 06037

With a copy to: The Connecticut Light and Power Company
d/b/a Eversource Energy
Assistant General Counsel – Operations
Legal Department
107 Selden Street
Berlin, CT 06037

6.18. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

6.19. The agreements herein contained shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by its respective proper and authorized officers this ____ day of _____, 2021.

[SIGNATURES ON FOLLOWING PAGES]

Signed, Sealed and Delivered
in the Presence of:
WITNESSES

CITY OF NORWALK

Print Name

Print Name

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

STATE OF CONNECTICUT)

) ss. Norwalk

COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2021, before me, the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Norwalk by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____
Commissioner of Superior Court

POWER

THE CONNECTICUT LIGHT AND

COMPANY d/b/a EVERSOURCE ENERGY

By: Eversource Energy Service Company, its

agent

WITNESSES

Print Name

By: _____

Its: _____
Duly Authorized

Print Name

STATE OF CONNECTICUT)

) ss.

COUNTY OF)

On this the _____ day of _____, 2021, before me, the undersigned officer,
personally appeared _____, who acknowledged himself/herself to be
_____ of Eversource Energy Service Company, agent for The Connecticut
Light and Power Company d/b/a Eversource Energy, and that he/she as such
_____, being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of The Connecticut Light and Power Company
d/b/a Eversource Energy by himself/herself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Commissioner of Superior Court

Exhibit A

[Attach Plans]

EXHIBIT 1-B

TEMPORARY WORK AREA AGREEMENT

THIS TEMPORARY WORK AREA AGREEMENT (the "Agreement") made this _____ day of _____, 2021, by and between the **CITY OF NORWALK**, a municipal corporation and political subdivision of the State of Connecticut (hereinafter, the "City"), acting herein by Harry W. Rilling, its Mayor, and **THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY**, a specially chartered Connecticut corporation having an office in the Town of Berlin, County of Hartford, State of Connecticut (hereinafter, "Eversource"). The City and Eversource collectively are referred to as the "Parties."

1. The City hereby represents that it is well seized of the Property by virtue of good and legal title.

2. The City, for good and valuable consideration received from Eversource, does hereby grant Eversource a temporary right to enter upon and utilize certain areas of land located in the City, and identified as within and located adjacent to the (i) Veteran's Memorial Park and Marina ("Veteran's Park"), in accordance with and as more particularly depicted on the VP Plan (defined herein below) as Temporary Work Area 'A' and Temporary Work Area 'B' (collectively, the "Temporary Work Areas-VP"), and (ii) Norwalk Police Department property ("Norwalk Police Department"), in accordance with and as more particularly depicted on the PD Plan (defined herein below) as Temporary Work Area 'A,' Temporary Work Area 'B,' Temporary Work Area 'C,' and Temporary Work Area 'D' (collectively, the "Temporary Work Areas-PD").

Veteran's Park and the Norwalk's Police Department are made available to Eversource on an "as-is" "where is" basis and the City makes no warranty or representation, express or implied, or arising by operation of law, including but in no way limited to, any warranty of quantity, quality, condition, habitability, suitability or fitness for a particular purpose.

Temporary Work Areas-VP and Temporary Work Areas-PD are shown and depicted on the plans entitled: "DATA ACCUMULATION PLAN ELECTRIC FACILITY USE AND WORK AREAS OVER LAND OF CITY OF NORWALK-VP" (the "VP Plan"), and "DATA ACCUMULATION PLAN ELECTRIC FACILITY USE AND WORK AREAS OVER LAND OF CITY OF NORWALK-PD" (the "PD Plan"), respectively. The VP Plan and PD Plan have been or will be filed with the Town Clerk for the City of Norwalk as Map Nos. _____ and _____ respectively, and copies of each of these Plans are attached hereto in Exhibit A and B respectively. The VP Plan and PD Plan are collectively referred to herein as the "Plans." Temporary Work Areas-VP and Temporary Work Areas-PD are collectively referred to herein as the "Temporary Work Areas". The terms Installations, Electrical Facilities Locations, Underground Use Area-PD, Transitional Use Area-PD, and Overhead Use Area-PD, and Underground Use Area-VP shall have the meaning ascribed in the Agreement for Use of Municipal Public Property dated _____, 2021.

3. The rights granted in Section 2 of this Agreement are subject to the following covenants, terms, conditions and representations:

3.1. The rights granted herein shall only be exercised by Eversource for construction staging as reasonably necessary to install and construct the Installations described and depicted on the Plans, including the storing of vehicles, equipment and materials; receiving delivery of and assembling transmission facility components; installing lighting and fencing within and at the borders of the Temporary Work Areas; preparing portions of the Temporary Work Areas for use during the construction and installation of the Installations, including vegetation removal as needed for the construction work; for ingress and egress to the Electrical Facilities Locations, and to conduct all other activities necessary and incidental to the Installations as described in the

Plans, such as staging for new equipment to be installed as part of the Norwalk River crossing facilities and/or for the facilities to be installed within Route 136.

3.2. Eversource represents and covenants that (i) no subsurface work shall be performed in any of the Temporary Work Areas except as otherwise reasonably necessary to perform the Veteran's Park Restoration Project set forth in Section 3.5(iii) of this Agreement; (ii) no subsurface work shall be performed within the ELUR, including, but not limited to, Subject Area B; (iv) in the event that Eversource encounters any Hazardous Materials in connection with exercising its rights under this Agreement, it shall notify the City in writing: (iii) in the event that Eversource excavates Hazardous Materials (or other materials that cannot be reused on site), it shall be responsible for transportation and proper disposal of the same, and it shall be deemed the "generator" thereof pursuant to the Resources Conservation Recovery Act, 42 U.S. C. 6901 et. seq., if soil and/or groundwater has to be removed as hazardous waste; (iv) all back fill used by Eversource shall be "clean", meaning materials that are classified as: (a) Natural Soils, which, based on laboratory chemical testing, are soils that contain only naturally occurring substances (i.e., metals) that are present at concentrations not exceeding the background concentrations of such substance(s) occurring naturally in the environment), (b) Rock, brick, ceramics, concrete, processed aggregate and asphalt paving fragments, which are virtually inert and pose neither a pollution threat to ground or surface waters nor a fire hazard provided that such materials are suitable to use as subsurface strata to support the subsurface use and activity and comply with the City's paving standards in effect at the time the fill is added and such standards are applicable to all paving work and applied uniformly to all contractors subject to such standards, or (c) Some Polluted Soils, which, based on laboratory chemical testing, are soils that have been affected by a release of a substance and that substance is at a concentration level above the analytical detection

limit for such substance, but that do not contain any substances at concentrations above the applicable standard set forth in the State Remediation Standard Regulations adopted pursuant to Conn. Gen. Stat. Sec. 22a-133k, as may be amended, including but not limited to the Pollutant Mobility Criteria (PMC) or other standard as may be required by any other law or regulation, including but not limited to any standards promulgated by the CT DEEP pursuant to Public Act 20-9, and applicable to the location at which the material will be re-used and proof of the quality of said materials shall be provided to the City; and (v) any and all Tree Trimming & Removal within the Temporary Work Areas necessary for construction and installation of the Installations is described and set forth in the Plans and any Tree Trimming & Removal shall comply with all applicable laws. The terms "ELUR" as used herein shall mean the Declaration of Environmental Land Use Restriction and Grant of Easement Dated January 25, 2007 and recorded in Volume 6530, Page 106 of the City's Land Records. Eversource represents that it has reviewed the ELUR and has been permitted access to all files maintained by the City concerning said ELUR prior to the exercise of any rights hereunder and covenants that it shall strictly comply with the requirements contained therein. Notwithstanding the restriction in Section 6.1(iii) that no subsurface work shall be performed within the ELUR, to the extent that Eversource disturbs any of the areas and/or conditions restricted under the ELUR, Eversource shall immediately, to the extent possible, notify the City and DEEP and take all necessary steps required by the terms of the ELUR or otherwise by the DEEP to remedy the disturbance, comply as may be so required to investigate and remediate the disturbed condition and/or otherwise mitigate such condition, and restore the area to comply with the terms of the ELUR.

3.3. Eversource shall undertake commercially reasonable measures to secure the Temporary Work Areas.

3.4. Eversource shall have the right to use the Temporary Work Areas beginning with the commencement of construction and installation of the Installations at the Norwalk Police Department or Veteran's Park, whichever shall occur first, and continuing until the completion of all Installations described on the Plans, but in no event shall the rights granted hereunder continue for longer than twenty-four (24) months total, subject to potential extension as necessary due to time constraints associated with environmental permits.

3.5. Prior to the termination or expiration of this Agreement, Eversource shall perform the following restoration activities at no cost to the City:

(i) All materials, equipment, debris, etc., brought onto the Temporary Work Areas or such other areas under Section 3.5(iii) below for use in construction or restoration by Eversource shall be removed by Eversource at Eversource's sole cost and expense; and

(ii) Eversource shall promptly and completely restore any areas that have been disturbed as a result of its access to and use of the Temporary Work Areas. Such restoration shall be completed so that any such disturbed area(s) is returned to substantially its condition immediately prior to Eversource's entrance thereon or better and for any pavement restoration, restoration work shall comply with the City's paving standards in effect at the time of the restoration that are applicable to all re-paving work and applied uniformly to all contractors subject to such standards.

(iii) Eversource shall perform the Veteran's Park Restoration Project and the Norwalk Police Department Restoration Project as set forth and defined in the agreement entitled "Side Letter Agreement for Norwalk Bridge Transmission Line Relocation Project – Agreements in Support of Project Work" by and between the Parties dated _____, 2021, and attached hereto as Exhibit C. The City hereby grants Eversource a temporary right of entry

over such portions of the Norwalk Police Department and Veteran's Park solely to the extent and purpose reasonably necessary to perform the Restoration Work (the "Temporary Restoration Area").

3.6. Eversource shall require its direct contractors that (i) will be responsible for the construction work at Veteran's Park and the Norwalk Police Department and (ii) will use on the Temporary Work Areas and such other areas as set forth in Section 3.5(iii) for purposes of such construction, to maintain all applicable insurance coverage that meets the requirements for commercial general liability coverage, auto liability coverage, and excess/umbrella liability insurance coverage as listed in Exhibit D hereto with respect to the construction work to be performed and such coverage shall name the City as an additional insured party and include a waiver of subrogation rights against Eversource and the City.

3.7. Eversource agrees at all times to indemnify, defend and hold the City, its agents, employees, officials and representatives (collectively, "Indemnified Parties"), harmless from and against any and all claims, damages, costs and liabilities of any nature or kind, including reasonable attorney's fees (collectively, "Claims"), that may arise out of, or relate to (a) the negligent acts or omissions or intentional misconduct of Eversource, its employees, agents, representatives, contractors, subcontractors, and invitees of Eversource in connection with the Temporary Work Area and Temporary Restoration Area, (b) any mechanic's liens brought or filed against the Temporary Work Area and Temporary Restoration Area in connection with the Installations work to be performed thereon by any contractors or subcontractors of Eversource; and (c) all the excavation, creation, use, generation, storage, treatment, release, on- or off-site disposal or transportation of Hazardous Materials (defined below in this Section 6.12) on, into, from, under or about the Temporary Work Area and

Temporary Restoration Area caused or permitted by Eversource, its employees, agents, contractors, subcontractors, or invitees in connection with the Installations work or other activities, excluding any Pre-existing Hazardous Materials within the Temporary Work Area and Temporary Restoration Area, except (x) for those Pre-existing Hazardous Materials that Eversource, excavates and removes offsite, or (y) to the extent that Eversource's work results in the exacerbation of any Pre-Existing Hazardous Materials and any federal or state law or regulation, including but not limited to, any DEEP notice, order or regulation, requires that such Pre-Existing Hazardous Materials that were affected by Eversource's work be addressed. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement, other than as set forth in this Section 6.12. This indemnity shall survive the expiration or earlier termination of this Agreement.

As used herein, "Hazardous Material" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by the State of Connecticut, or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to State of Connecticut or federal governmental law. "Hazardous Material" also includes asbestos, polychlorobiphenyls (i.e., PCB's), per- and polyfluoroalkyl substances (PFAS), and petroleum. "Pre-Existing Hazardous Materials" are Hazardous Materials that are located on, under or in Veteran's Park or the Police Department Property prior to the start of Eversource's work at the applicable property pursuant to this Agreement.

3.8. Eversource shall coordinate its activities with the City so as to minimize, to the fullest extent reasonably possible and practicable, any resulting interference with the ongoing

use and operation of the City's properties, including, but not limited to, Veteran's Park and the Norwalk Police Department.

3.9. Eversource shall be entitled to exercise the rights granted herein to the Temporary Work Areas in a manner which is reasonably necessary for the convenient enjoyment of said rights, provided however, the exercise of said rights by Eversource shall not cause unreasonable damage or interfere unreasonably with the City's enjoyment of the Veteran's Park and the Norwalk Police Department properties.

3.10. Throughout the effective period of this Agreement, and until such time as Eversource has completed its temporary use of the Temporary Work Areas, the City shall convey no interest, right or easement, nor grant any privilege to any other individual or entity related to the Temporary Work Areas.

3.11. All notices and communications under this Agreement shall be mailed or delivered to the individuals listed below:

For the City:

Director of Public Works
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to:

Office of the Corporation Counsel
125 East Avenue, Room 237
P.O. Box 5125
Norwalk, CT 06856-5125

For Eversource:

Manager, Right of Way
Eversource Energy
107 Selden Street
Berlin, CT 06037

With a copy to:

Assistant General Counsel – Operations
Legal Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

3.12. In connection with the exercise of rights hereunder, Eversource shall comply (and shall cause its agents, contractors, and subcontractors to comply) with all applicable federal, state and local laws, ordinances, charters and regulations and with the National Electrical Safety Code. The work shall be performed in accordance with generally prevailing standards of good utility practice and in such a way as to avoid or minimize, to the fullest extent reasonably possible and practicable, any resulting interference with the City's and the public's use of City property and in a manner that promotes safe passage by the traveling public.

3.13. Eversource shall be responsible for obtaining all permits, licenses and approvals as may be required in connection with the exercise of the rights granted hereunder and the performance of any required restoration work set forth in Section 3.6. At no cost to the City, the City agrees to cooperate with Eversource in its efforts to obtain permits, licenses or approvals, to the extent its participation is required as the owner of fee title to Veteran's Park and the Norwalk Police Station.

IN WITNESS WHEREOF, this Agreement has been executed in two (2) counterparts, to be effective as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

**THE CONNECTICUT LIGHT
AND POWER COMPANY
d/b/a EVERSOURCE ENERGY
By Eversource Energy Service Company,
its Agent**

Witness

Witness

By: _____

Its: _____
Duly authorized

Date: _____

[End of Page]

STATE OF CONNECTICUT)

) ss. _____
COUNTY OF _____)

On this the _____ day of _____, 2021, before me, personally appeared _____, _____, known to me to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

Commissioner of Superior Court
Notary Public
My Commission expires _____

[End of Page]

Attachment 1

Insurance Requirements for Eversource Contractors

Eversource shall cause its direct contractor(s) that will be responsible for the project's civil construction work (the "Civil Work Contractor") and its direct contractor(s) that will be responsible for the project's electrical construction work (the "Electrical Work Contractor") to procure and maintain at all times during the construction work, customary insurance coverages for utility construction projects of similar size and scope, with companies that have an AM Best financial rating of A- or better and that are licensed in the State of Connecticut, and all applicable insurance coverage that meets the requirements set forth below for the listed insurance coverages (or equivalent) in the indicated amounts.

(a) Commercial General Liability Insurance including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. Each such policy shall name Eversource and the City as additional insured parties on a primary and non-contributory basis and include a waiver of subrogation rights against Eversource and the City and their respective officers, agents and employees and shall be written on an occurrence basis. The Minimum Single occurrence coverage amount shall be no less than \$1,000,000, and the Minimum Annual Aggregate coverage amount shall be no less than \$2,000,000. If blasting or underground work are to be undertaken, each policy shall have coverage for and exclusions removed for "Explosion, Collapse and Underground" ("XCU").

(b) Automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the project for all damages arising out of: (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. The Minimum Single Occurrence coverage amount shall be \$1,000,000. Each such policy shall name

Eversource and the City as additional insured parties. In each such policy, there shall be no right of subrogation against Eversource or the City or their respective officers, agents and employees.

(c) Umbrella/Excess Liability Insurance in the amount of not less than Five Million Dollars (\$5,000,000) each occurrence. The insurance provided shall be "following form" coverage and shall provide excess limits for Commercial General Liability and Automobile Liability insurance. Each such policy shall name Eversource and the City as additional insured parties. In each such policy, there shall be no right of subrogation against Eversource or the City or their respective officers, agents and employees.

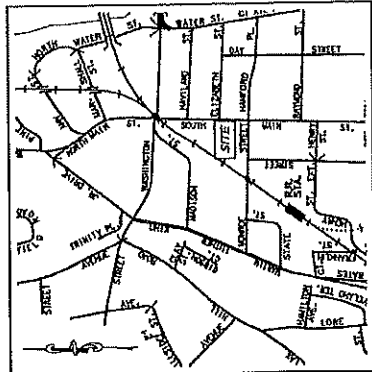
(d) Railroad Protective Insurance. For any Eversource contractor that will perform any work in the vicinity of railroads, such contractor shall be required to obtain Railroad Protective Liability insurance, which shall cover the Work performed by such contractor or any subcontractor within fifty (50) feet, vertically or horizontally, of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) shall have limits of liability of not less than \$2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate for such insurance shall apply. The limits required under this paragraph (d) may be satisfied by a combination of primary and excess (umbrella) coverage layers.

(e) Worker's Compensation Insurance: With respect to any work performed by Eversource and/or their contractors under this Agreement, all entities shall carry Worker's Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut. In each such policy, there shall be no right of subrogation against Eversource or the City or their respective officers, agents and employees. Should an entity not have Worker's Compensation

Insurance due to their being a Qualified Self-Insured by the State of Connecticut, proof of such status shall be provided to the City's Corporation Counsel.

Eversource shall cause its Civil Work Contractor and Electrical Work Contractor to obtain and maintain, at its contractors' cost and expense (and at no cost to the City), insurance coverage as required herein during term of this Agreement. Eversource shall provide the City with certificates of insurance evidencing its Civil Work Contractor's and Electrical Work Contractor's compliance with the insurance requirements included in this Exhibit D not less than ten (10) days prior to the commencement of their applicable work in the City. All such certificates of insurance shall be on the Acord form and shall name the City as certificate holder as follows: City of Norwalk, Attn: Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125. Eversource shall provide the City with prompt written notice, by certified mail, "return receipt requested," following receipt by Eversource of written notice of any material policy changes, cancellation, or lapse of coverage of any insurance required herein.

EXHIBIT 2-A



LOCUS MAP
N.T.S.

MAP REFERENCES :

1. GENERAL LOCATION SURVEY DEPICTING ENVIRONMENTAL LAND USE RESTRICTION AREAS NORWALK POLICE DEPARTMENT SERVICES FACILITY #2 MONROE STREET, NORWALK, CT PREPARED FOR THE CITY OF NORWALK. SCALE: 1" = 30'. DATED: 7/23/2005. BY: REDNISS & MEAD.
2. EASEMENT MAP DEPICTING EASEMENT TO BE GRANTED TO THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY DBA SBC CONNECTICUT ACROSS THE PROPERTIES OF THE NORWALK POLICE DEPT NORWALK, CONNECTICUT. SCALE: 1" = 30'. DATED: 2/8/2005. BY: REDNISS & MEAD.
3. RIGHT OF WAY SURVEY TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT REPLACED 6TH WAYSIDE SUBSTATION SCALE: 1" = 20'. DATED: SEPTEMBER 2016 LAST REVISED 2/2/17. BY: DEPARTMENT OF TRANSPORTATION.

NOTES :

1. FIELD SURVEY SHOWN WAS PERFORMED ON THE GROUND BY ANCHOR ENGINEERING SERVICES, INC. IN AUGUST 2017.
2. BEARINGS SHOWN HEREON ARE BASED ON THE CONNECTICUT STATE PLANE NORTH AMERICAN DATUM 83 (NAD 83) AND THE STATE OF CONNECTICUT PLANE NORTH AMERICAN DATUM 83 (NAD 83) INSTRUMENT R1X NETWORK OBTAINED BY THE STATE OF CONNECTICUT THROUGH THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) POSTIONING USER SERVICE WEBSITE (NOAA OPUS).
3. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS SHOWN ARE NOT TO BE CONSIDERED AS A GUARANTEE. IN PART, PRELIMINARY MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENT AGENCIES. FROM PAROL TESTIMONY AND FROM OTHER SOURCES, THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SURFACE OF THE GROUND. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG: 1-(800) 922-4455

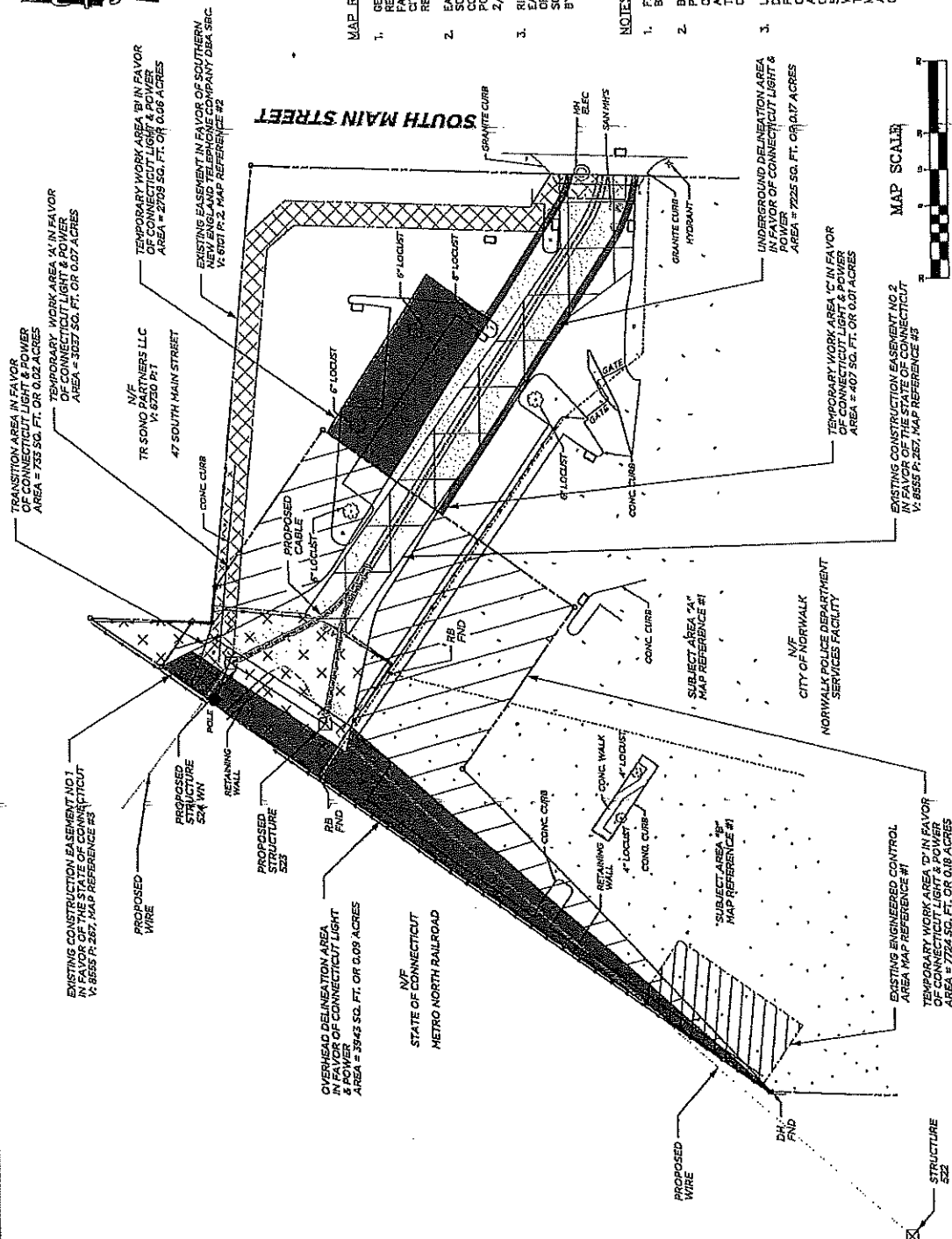
PRELIMINARY

EVERSOURCE ENERGY

TITLE: DATA ACCUMULATION PLAN
DELINEATION AND WORK AREAS OVER LAND OF
CITY OF NORWALK

2 MONROE STREET, NORWALK, CT

PRJ:	ASF	CRD:	NEW	APP:	DATE
JAN:	10-08-08	JOB:	10-20-08	DATE:	DATE
H-SCALE:	1"=30'	SIZE:	ARCH C	SHEET:	SHEET
V-SCALE:	N.T.S.	1/3:	2-1-1	REVISION:	2/2008
S.L. PROJ. NUMBER:	000-51308				
S.L. PROJ. NUMBER:	NUS202				



THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF THE PROFESSION OF SURVEYING AND MAPPING AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING IN THE STATE OF CONNECTICUT. THE SURVEYOR'S SEAL OF OFFICE IS HEREON AFFIXED. THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

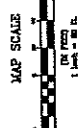
WILLIAM E. WERTZ, C.T. L.S. #10067

ANY ORIGINAL OR DUPLICATE OF THIS MAP IS NOT VALID UNLESS IT BEARS THE EMBOSSED SEAL OF THE SURVEYOR WHOSE REGISTRATION APPEARS ABOVE. NO OTHER CERTIFICATION OR WARRANTY IS EXPRESSED OR IMPLIED.

EXISTING SPS EASEMENT	EXISTING SPS EASEMENT NO. 1	EXISTING SPS EASEMENT NO. 2	SUBJECT (NO. 1)	SUBJECT (NO. 2)
EXISTING SPS EASEMENT NO. 1	EXISTING SPS EASEMENT NO. 2	SUBJECT (NO. 1)	SUBJECT (NO. 2)	

PROPERTY LINE	EXISTING SPS EASEMENT NO. 1	EXISTING SPS EASEMENT NO. 2	SUBJECT (NO. 1)	SUBJECT (NO. 2)
EXISTING SPS EASEMENT NO. 1	EXISTING SPS EASEMENT NO. 2	SUBJECT (NO. 1)	SUBJECT (NO. 2)	

EXHIBIT 2-B



EVERSOURCE
ENERGY

[illegible]

TO: DIRECTOR, FBI
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]
RE: [REDACTED]

1. TOWN OF HORNBEAK, WASH. APPROVED THE STATE LICENSED FROM CITY OF HORNBEAK BY THE STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
2. WASHINGTON STREET BRIDGE RELOCATION OF ROUTE 12, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
3. WASHINGTON STREET BRIDGE RELOCATION OF ROUTE 12, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
4. HORNBEAK WAS DENIED THE LOCATION OF A STREET OF HORNBEAK, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
5. HORNBEAK WAS DENIED THE LOCATION OF A STREET OF HORNBEAK, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
6. HORNBEAK WAS DENIED THE LOCATION OF A STREET OF HORNBEAK, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
7. HORNBEAK WAS DENIED THE LOCATION OF A STREET OF HORNBEAK, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.
8. HORNBEAK WAS DENIED THE LOCATION OF A STREET OF HORNBEAK, WASH. STATE DEPARTMENT OF TRANSPORTATION, 12-7-70.

EXHIBIT 3

9/2/2021 MD/JDC

EVERSOURCE

P.O. Box 270
Hartford, CT 06141

_____, 2021

[Representative of the City of Norwalk]

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

Dear _____:

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

1. Project Work on the Norwalk Police Department Property:

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

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

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

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

2. Project Work on Elizabeth Street:

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

In advance of the start of construction, Eversource will apply for, and the City will grant, an encroachment permit for construction of the underground duct bank on Elizabeth Street. The fee for this encroachment permit and restoration will be \$404,000 and shall be paid by Eversource at the time the permit is applied for. The permit and restoration fee includes the following items, that will be completed by the City at a later date:

1. ~800 linear feet of trenching down Elizabeth Street to support the future installation of underground utilities (\$109,000)
2. Curb to curb paving of Elizabeth Street and new sidewalks where impacted by the Project (\$225,000)
3. Granite curb fronts where there are existing gaps (\$40,000)
4. 10 Vintage streetlamps (\$30,000)

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

3. Project Work on the Veteran's Park:

The Use and Access Agreements provide that Eversource's Project work in the Veteran's Park property (10 Seaview Avenue) will include the permanent installation of approximately 200 linear

feet of underground conduit that will enclose its transmission line cable facilities, and the use of Veteran's Park space as temporary work areas to support the horizontal directional drill river crossing construction work and the underground conduit installation.

Following the completion of the river crossing construction work and the underground conduit installation work, Eversource will restore the areas in Veteran's Park that have been damaged or impacted by the Project work to conditions reflected in the Veteran's Park Restoration Project, a copy of which is attached hereto as Exhibit 1. This restoration work will include the realignment of the entrance to Veteran's Park with Goldstein Place. The realignment will be directed by and subject to review and approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed, but all work shall be designed and constructed by Eversource in accordance with City standards for such realignment that are applied uniformly to all contractors subject to such standards and shall be at its sole cost and expense. This work will commence immediately upon the completion of the river crossing and underground conduit installation work.

In addition, Eversource will contribute \$25,000 towards engineering and permitting cost for the potential future expansion of the Norwalk Visitors Dock. At the City's request, Eversource will also provide personnel to review, support and monitor the installation of any upgrades to the docking facilities that could present risk to the installed electric transmission cables. Eversource requests that any upgrades be installed after Eversource completes its Project and that the City consult with Eversource on any such future upgrades during the design work on such upgrades.

4. Ongoing Commitment to Collaborate on the Project Work:

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

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

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

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

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

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

Marcia Wellman
Eversource Energy
56 Prospect Street
Hartford, CT 06103

Very truly yours,

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

By: _____

[Name]

[Title]

Eversource Energy Service Company
Its Authorized Agent

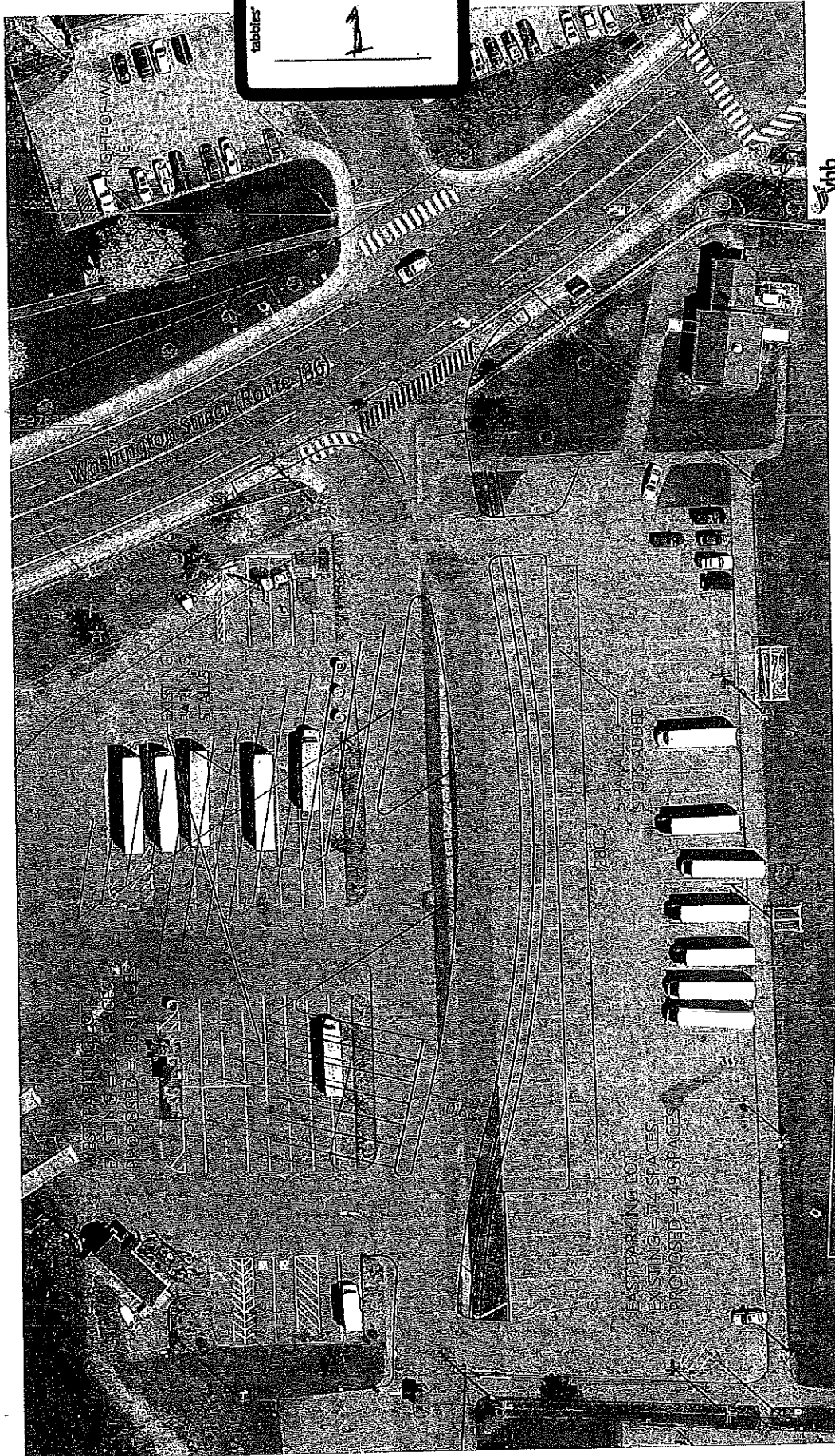
Acknowledged and Agreed:

City of Norwalk

By: _____

Harry W. Rilling
Its: Mayor, Duly Authorized

Date: _____, 2021



tabbies'

EXHIBIT

1

vhb

Veterans Park Entrance Realignment
Concept 1-500' Roadway Curve Radius
March, 2020
Norwalk, CT
Scale 1"=20'



NORWALK PLANNING COMMISSION

125 East Avenue
Norwalk, Connecticut

MEMORANDUM

September 10, 2021

TO: Planning Commission, Fran DiMeglio, Chair

FROM: Bryan Baker, Principal Planner

SUBJECT: 8-24 Referral #08-21 - DPW – Easement agreements for Eversource to use city property for electrical transmission line installations in association with the Walkbridge Project

The Norwalk Department of Public Works is requesting that the Planning Commission review and provide a report for the 8-24 referral for the city to enter into various easement agreements with Eversource for the undergrounding of electrical and distribution lines underground. This item is being referred to the Planning Commission per Connecticut General Statute Sec. 8-24 which states that, *“No municipal agency shall...locate or extend public utilities and terminals for water, sewerage, light, power, transit and other purposes, until the proposal to take such action has been referred to the [Planning] commission for a report.”*

The following resolution is offered:

THEREFORE, BE IT RESOLVED by the Norwalk Planning Commission that 8-24 Referral #08-21 - DPW – Temporary easement agreement for the Eversource to use city property for electrical transmission line installation in association with the Walkbridge Project be **APPROVED**.

BE IT FURTHER RESOLVED that the reasons for this action are to implement the following Plan of Conservation and Development goals, policies and actions:

1. That *“Norwalk’s infrastructure and public facilities are resource-efficient, well-maintained, cost-effective, sustainable and resilient”* (Chapter 11: Public Facilities, Infrastructure & Services); and
2. That *“Norwalk has a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning”* (Chapter 10: Transportation & Mobility Networks); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

3

CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

**PUBLIC WORKS COMMITTEE
of the NORWALK COMMON COUNCIL
& PLANNING COMMISSION
SPECIAL JOINT MEETING**

DATE: Monday, September 13, 2021

TIME: 6:00 P.M.

PLACE: By Video Conference and Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at: norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at mcipriano@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

Roll Call

New Business

1. Authorize the Mayor, Harry W. Rilling, to execute the Agreement for Use of Municipal Public Property, Temporary Work Area Agreement, Side Letter Agreement, and any and all other documents with Eversource necessary and for the purpose of providing Eversource with rights

to underground its electrical transmission and distribution lines at the Norwalk Police Station and Veteran's Park in connection with the Walkbridge Project and the City's compensation for such rights.

2. Referral of Item 1. to the Planning Commission for a Report and recommended Action pursuant to Conn. Gen. Stat. §8-24.
3. Planning Commission Action: 8-24 Referral - #08-21 – Public Works Committee – Eversource Temporary Easement for electrical transmission related to the Walk Bridge – Report & recommended action.
4. **THEREFORE, BE IT RESOLVED** by the Norwalk Planning Commission that 8-24 Referral #08-21 - DPW – Temporary easement agreement for the Eversource to use city property for electrical transmission line installation in association with the Walkbridge Project be **APPROVED**.

BE IT FURTHER RESOLVED that the reasons for this action are to implement the following Plan of Conservation and Development goals, policies and actions:

1. That “Norwalk’s infrastructure and public facilities are resource-efficient, well-maintained, costeffective, sustainable and resilient” (Chapter 11: Public Facilities, Infrastructure & Services); and
2. That “Norwalk has a comprehensive and balanced transportation system, with safety and multimodal accessibility the top priority of citywide transportation planning” (Chapter 10: Transportation & Mobility Networks); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Common Council.

Upcoming Projects

Adjournment

Next Meeting: Tuesday, October 5, 2021
Public Works Committee
7:00 P.M. Location TBD