

HOST TOWN AGREEMENT

Champlain VT, LLC and the Town of Alburgh, Vermont

This Agreement is by and between the Town of Alburgh, Vermont (“Alburgh” or “the Town”), and Champlain VT, LLC d/b/a TDI New England, a Delaware limited liability company with its principal office at 600 Broadway, Albany, NY 12207 (“TDI-NE”). The Agreement concerns TDI-NE’s proposal to construct and operate the New England Clean Power Link (“NECPL” or “Project”), a proposed 1,000 MW HVDC electric transmission line. An approximately 0.5 mile portion of the proposed transmission line will be located in the Town on both private land (0.2 miles) and town highways (0.3 miles).

1. Use of Town Roads

- a. The Town grants TDI-NE a permit to use and occupy the right of way of Town Highway 7 (Bay Road) in the Town of Alburgh, pursuant to 19 V.S.A. § 1111 and 30 V.S.A. § 2502. The location and design of TDI-NE’s transmission line within the Bay Road right-of-way is set forth on plans attached hereto as “Exhibit A”.
- b. TDI-NE will have the right to utilize portions of Bay Road for the construction, reconstruction, maintenance, relocation (with subsequent Town approval), inspection, repair, replacement, and operation of an electric transmission line within the Bay Road right-of-way in such manner as not to interfere with repairs of Bay Road or the public convenience in traveling upon Bay Road, as further defined in Section 1.c. below. TDI-NE will have the right to engage in all other reasonably necessary actions, including the right of ingress and egress to and from TDI-NE’s utility right-of-way.
- c. TDI-NE will provide the Town of Alburgh notice ninety (90) days prior to commencement of construction and will hold a pre-construction meeting with the Alburgh Road Commissioner and Foreman to review the timeframe and details associated with its construction. TDI-NE will promptly repair or correct any damage to town highways and related infrastructure caused by TDI-NE or its contractors during construction of the Project and will restore the same as near as reasonably practical to its condition prior to construction, which shall include but not be limited to completely repaving the entire traveled way of Bay Road from the Canadian border to the southern property line of 55 Bay Road after construction is completed. TDI-NE agrees that it shall, during construction, reconstruction, repair or replacement of its transmission line, adequately control motor vehicle and pedestrian traffic on Bay Road and keep it open to the general circulation of vehicles at all times with at least one lane of traffic of sufficient width and of adequate surface for vehicles to proceed above the area of construction in a reasonably convenient manner.
- d. TDI-NE will provide to the Town the final “as-built” drawings for any improvements within the Bay Road right-of-way within a reasonable period of time after completion of construction activities.
- e. During the commercial operation of the Project, the Town may require TDI-NE to relocate the transmission line within a different portion of the Bay Road right-of-way, but only where: (i) such relocation would be necessary by work to be performed by the Town for maintenance and improvement of Bay Road or public utilities within the Bay Road right-of-way; (ii) there is no reasonably practical alternative to the Town to avoid relocation of the

TDI-NE transmission line; (iii) the Town provides TDI-NE at least 270 days advance notice; and (iv) the Town works with TDI-NE in good faith to avoid relocation where practical, and if not practical, to manage the relocation to minimize disruption to the operation of the Project.

- f. TDI-NE shall have the right to permanently discontinue use of the electric transmission line and associated facilities within Bay Road and to permanently abandon them in place, provided that TDI-NE provides the Town with advanced written notice of at least 180 days. After receipt of such notice, TDI-NE and the Town shall meet to discuss and resolve in good faith any issues concerning the transmission line and associated facilities being abandoned in place, including inspection of the transmission line if necessary. Should TDI-NE exercise its rights under this subsection to permanently discontinue and abandon the transmission line and associated facilities in place, it shall provide a bill of sale for the transmission line and associated facilities located within the right of way of Bay Road to the Town, and such transmission line and associated facilities shall become the property of the Town upon the Town's payment of Ten Dollars (\$10.00) to TDI-NE.

2. Municipal Property Taxes

During the time that the NECPL project is commercially operating, TDI-NE will pay property taxes on the Project's transmission cables and associated equipment that are located in Alburgh, in accordance with applicable law. In addition to the electrical equipment in Alburgh, TDI-NE shall be separately obligated to pay property taxes on any real property that it owns in Alburgh.

3. Communications

TDI-NE will maintain a Vermont office during construction. A 24-hour/day telephone number will be established for emergencies. TDI-NE will notify the Town of work taking place within Alburgh and will make available the relevant plans, construction schedule, and the contact information of the TDI-NE project manager.

4. Other Provisions

- a. The Town agrees not to oppose either TDI-NE's petition for a Certificate of Public Good for the Project before the Vermont Public Service Board (PSB), Docket No. 8400, filed December 8, 2014, or TDI-NE's applications for approval of the Project to any other state and federal regulatory agencies.
- b. Changes to the Project. This Agreement pertains only to the Project as it is presently proposed at the time this Agreement is executed. If TDI-NE makes any changes to the Project that could materially impact the Town's rights hereunder or if impacts from construction or operation of the Project differ materially from those anticipated at the time of the PSB's issuance of a Certificate of Public Good for the Project, the parties shall negotiate in good faith to amend the Agreement as necessary. The parties acknowledge that should they fail to reach agreement to amend the Agreement, the Town may present its position to the PSB concerning such Project changes, provided the Town otherwise acts consistently with this Agreement.
- c. TDI-NE may assign this Agreement, and may pledge or mortgage its rights hereunder as security for its indebtedness. This Agreement shall be binding upon and enforceable against TDI-NE and the Town and their respective successors and assigns.

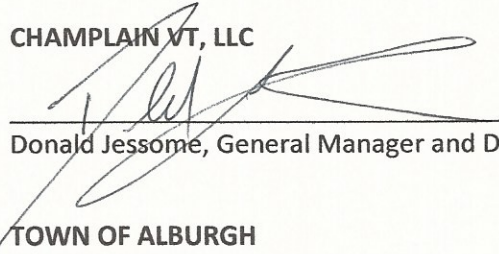
- d. The Agreement shall be effective upon its execution. Nothing in this Agreement shall obligate TDI-NE to build or operate the Project, any such decision being within TDI-NE's sole discretion.
- e. TDI-NE will record this Agreement in the land records of the Town of Alburgh.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 1st day of June, 2015.

Elizabeth Babich
Witness

CHAMPLAIN VT, LLC

By:


Donald Jessome, General Manager and Duly Authorized Agent

TOWN OF ALBURGH

Witness

By:

Stephen Aubin, Selectboard Chair and Duly Authorized Agent

- d. The Agreement shall be effective upon its execution. Nothing in this Agreement shall obligate TDI-NE to build or operate the Project, any such decision being within TDI-NE's sole discretion.
- e. TDI-NE will record this Agreement in the land records of the Town of Alburgh.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 3 day of June, 2015.

CHAMPLAIN VT, LLC

Witness

By:

Donald Jessome, General Manager and Duly Authorized Agent

TOWN OF ALBURGH

Donald Bohannon
Witness

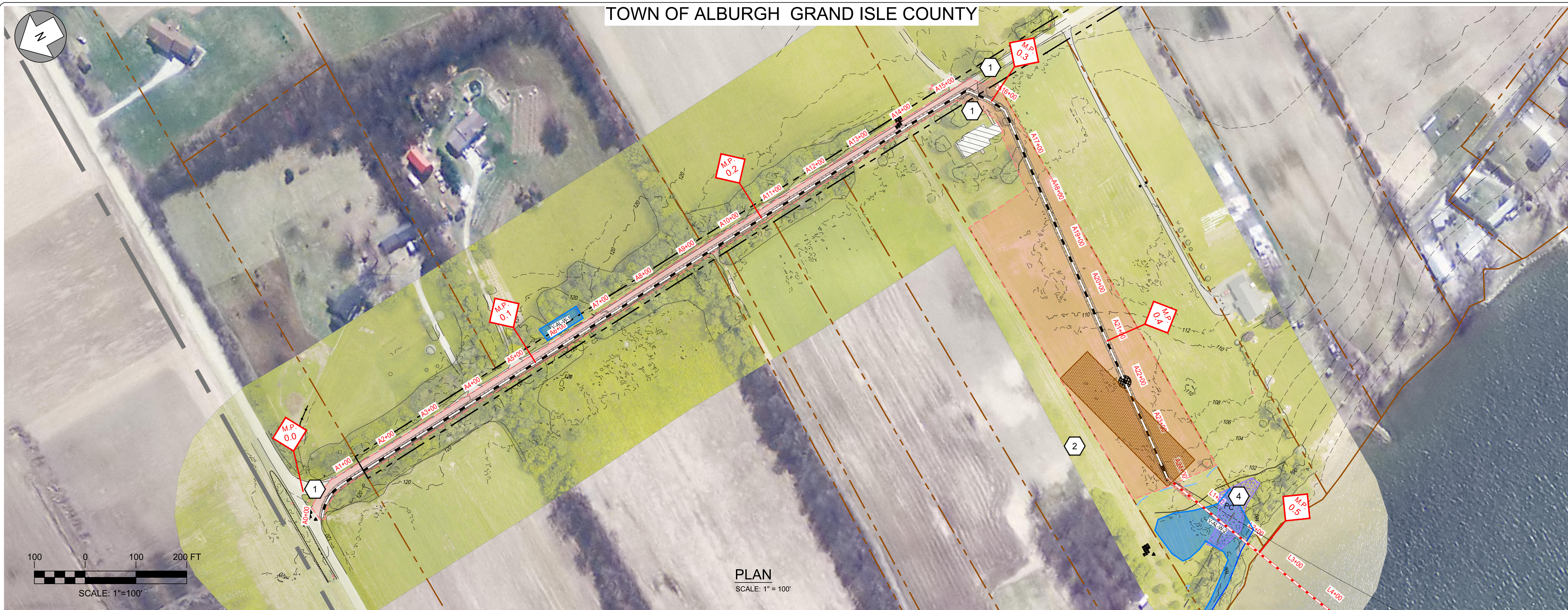
By:

Stephen Aubin, Selectboard Chair and Duly Authorized Agent

TOWN OF ALBURGH GRAND ISLE COUNTY

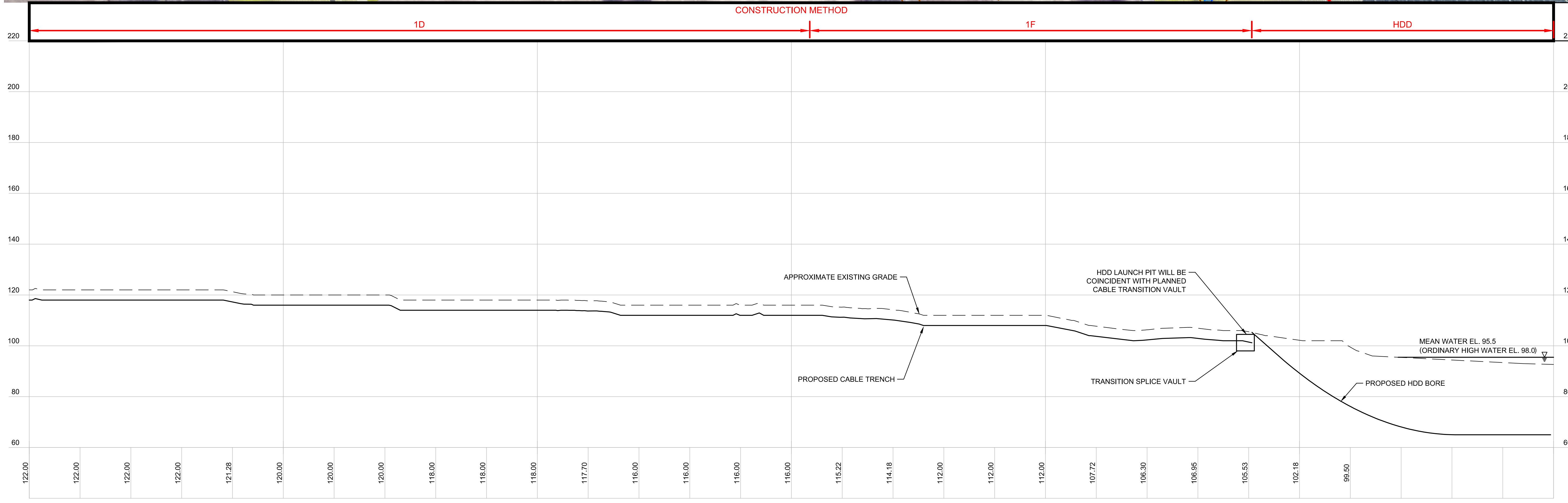
EPSC WORK NOTES

- 1 INSTALL STABILIZED CONSTRUCTION ENTRANCE. SEE TYPICAL DETAIL ON SHEET TD-2.
- 2 DEMARCATATE LIMIT OF DISTURBANCE AND INSTALL PERIMETER CONTROLS IN ACCORDANCE WITH GENERAL EPSC NOTES AND CONSTRUCTION METHOD TYPICAL DETAILS ON SHEETS G-5, CM-1 AND CM-4.
- 3 DEMARCATATE AND AVOID POTENTIAL ROOSTING TREE.
- 4 DEMARCATATE AND AVOID RTE POPULATION.



PLAN
SCALE: 1" = 100'

REFER TO SHEETS CM-1 THROUGH CM-5 FOR CONSTRUCTION METHOD DETAILS.



PROFILE
SCALE: HORIZ: 1" = 100'
VERT: 1" = 20'

Designed	.
Drawn	.
Checked	.
Approved	.
Scale	AS NOTED

No.	Revision	Date	By	Ck	PE	PE #
A	20% ANR Submission	12/5/14	TRC	AMW		
B	EPSC & PERMITS IFCR	3/8/15	TRC	AMW		
C	ISSUED FOR USE	3/27/15	TRC	AMW		
D	MODIFIED CABLE ALIGN.	5/22/15	TRC	AMW		

NEW ENGLAND CLEAN POWER LINK

 TDI New England

 Plan & Profile - Overland Route - Alburgh

 L-TR-1

 Prepared by: 9/19/14