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State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603)-271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603)-271-3204

Catherine A. Keane  
Deputy Commissioner  
(603)-271-2059

January 10, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Administrative Services (the "Department"), pursuant to RSA 4:40, to grant a perpetual utility easement on State land to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a Consolidated Communications - NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to the new steam boiler building currently under construction at 33 Green Street in Concord.

**EXPLANATION**

As part of the downtown Concord State building complex steam conversion project following the closure of the Concord Steam Corporation plant in 2017, the Department has begun construction of a new steam boiler building on the State land parcel located at 33 Green Street in Concord. The new boiler building will provide steam heat to the State House, the State House Annex, and the State Library buildings. The proposed utility easement would affect a twenty (20) foot wide strip of land extending from the northwesterly corner of the subject State parcel along a straight line from existing utility "Main Line Pole 12" located on the south side of School Street to new utility "Pole 12-1" to be installed on the subject parcel. The proposed easement is required to allow Unitil to install and operate the new utility pole line on site in order to supply electricity to the new boiler building. The proposed utility easement was approved by the Long Range Capital Planning and Utilization Committee on November 29, 2018 and recommended for approval by the interagency Council on Resources and Development (CORD) on January 10, 2019.

The proposed utility easement shall be granted to Unitil and Consolidated free of charge in exchange for making available to the State electrical and telecommunications utility service to the new boiler building. The effectiveness of the proposed easement shall commence upon its execution by the Commissioner of the Department of Administrative Services, upon authorization by the Governor and Executive Council, and shall continue in perpetuity.

Respectfully submitted,

Charles M. Arlinghaus  
Commissioner

Eintake #37226  
Unitil Energy Systems, Inc.  
1 McGuire Street  
Concord, NH 03301

**EASEMENT DEED**

The **STATE OF NEW HAMPSHIRE**, acting by and through its Department of Administrative Services pursuant to RSA 4:40, as authorized by the Governor and Executive Council on \_\_\_\_\_, 2019 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (herein called "Grantor," which word and the pronouns referring thereto shall mean the singular or plural of any gender, as the context may require) for consideration paid grants to **Unitil Energy Systems, Inc.**, a New Hampshire corporation with its principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842-1720, and **Northern New England Telephone Operations LLC** (d/b/a Consolidated Communications – NNE) a limited liability company organized under the laws of Delaware having a place of business at 100 Gay Street, Manchester, New Hampshire 03103 and their respective successors and assigns and permittees forever, as tenants in common (collectively referenced herein as the "Grantees"), with quitclaim covenants, the perpetual right and easement to build, replace, patrol, maintain, and operate a pole line with crossarms, subsurface lines, wires, facilities and other appurtenances for the transmission of intelligence by electricity and for the transmission and distribution of electricity (herein referred to inclusively as "said pole line") including the necessary guys over and across Grantor's land situated at 33 Green Street in Concord, New Hampshire on a strip 20 feet in width, the center line thereof to be fixed upon the pole line as follows:

To cover New Pole #12-1 located on Grantor's land, including associated guy wires and anchors, off Main Line Pole #12 located along School Street, Concord, New Hampshire

Meaning and intending to describe and convey an easement over the premises described as "Tract III" and "Tract IV" among the parcels of land conveyed to Grantor by Quitclaim Deed of Federal Deposit Insurance Corporation, as Receiver of New Hampshire Savings Bank, dated April 22, 1993, and recorded at the Merrimack County Registry of Deeds at Book 1913, Page 1998.

There is also hereby conveyed the right to enter all abutting lands of Grantor in the exercise of the rights herein granted and to exercise all rights reserved to Grantor in adjacent land; and the right to trim and remove from Grantor's land such trees and other growth as in the judgment of Grantees may interfere with or endanger said pole lines or the operation or maintenance thereof by such means as the Grantee may elect, all wood and timber to remain the property of the Grantor. Facilities built by any utilities pursuant to the easement hereby granted shall be and remain the property of the utilities.

The Grantor covenants and agrees that if any poles or wires or associated equipment installed in pursuance of this conveyance are required to be removed in connection with activity driven by the Grantor, then the Grantor will reimburse the Grantees for all of their costs incurred in connection

therewith. The Grantees shall have the right to install and maintain said distribution facilities upon the Grantor's premises without charge for the purpose of furnishing service to the Grantor and also for the purpose of serving customer(s) on adjacent lands. Notwithstanding the foregoing, in the event that any of the said poles or wires or associated equipment installed pursuant to this Easement shall lie in or upon land, the fee interest in which shall be subsequently dedicated to and accepted by a municipality as a public way, the Grantee acknowledges and agrees that said municipality only, as successor and assign of the Grantor, shall not be bound by the foregoing covenant of the Grantor to reimburse the Grantee for costs incurred in connection with such removal. Grantor, for itself and each of its successors and assigns, hereby acknowledges and agrees that under such circumstances the Easement shall not be released, extinguished or terminated, and shall otherwise remain in full force and effect.

The Grantor for itself, its heirs, executors, administrators and assigns, hereby covenants that it will not erect or permit any building or other structure, or alter the terrain upon said strip that in the judgment of Grantees may interfere with or endanger said pole lines or the operation thereof; or would reduce the clearances to less than the National Electrical Safety Code or any other code in effect.

The rights granted herein are conveyed subject to any rights, liens, restrictions, and encumbrances of record.

The rights granted herein are not homestead property.

Pursuant to Rev. 802.03(a), the Grantees shall be liable for payment of any real estate transfer tax imposed by RSA Chapter 78-B.

WITNESS the hand and seal of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**  
STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE SERVICES

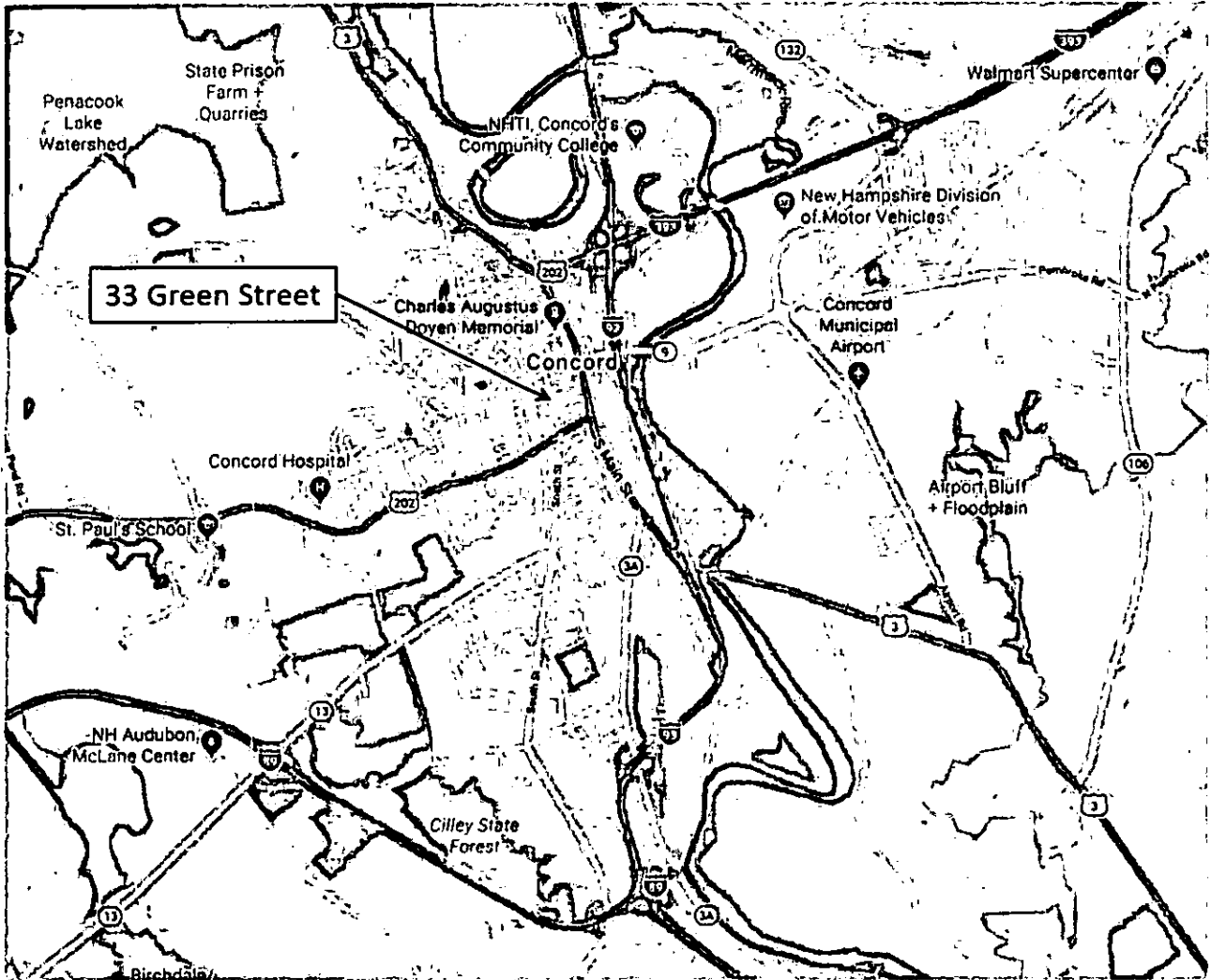
WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Charles M. Arlinghaus, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

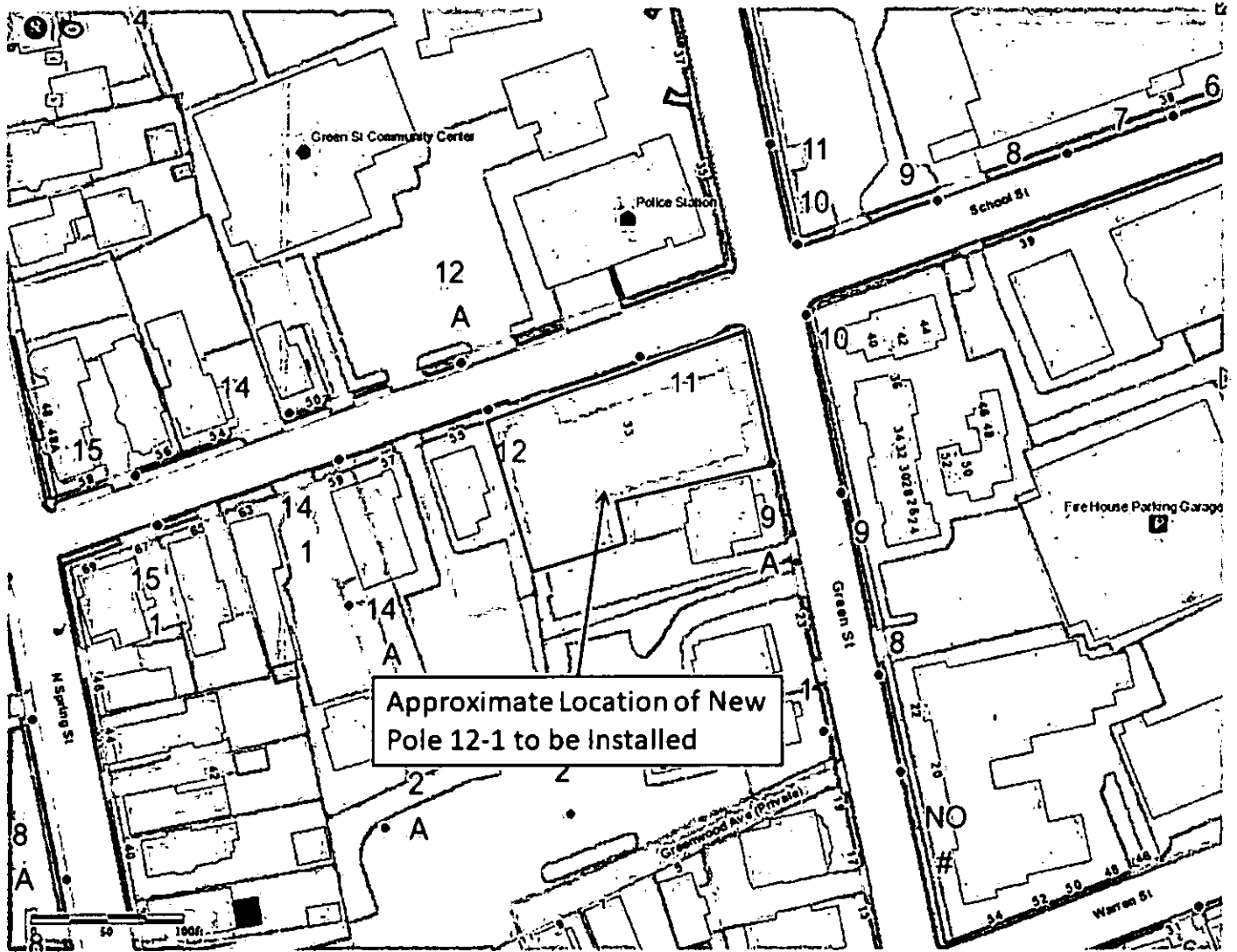
On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared the above-named Charles M. Arlinghaus, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he is the duly authorized Commissioner of the New Hampshire Department of Administrative Services and that he executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
My Commission Expires: \_\_\_\_\_  
(SEAL)



**Steam Boiler Building  
33 Green Street  
Concord, NH**

**Location Map  
Google Maps**



**Steam Boiler Building Parcel  
33 Green Street  
Concord, NH  
(Tax Map 44, Block 3, Lot 25)**

**Tax Map Detail  
(affected parcel shown at center above)**

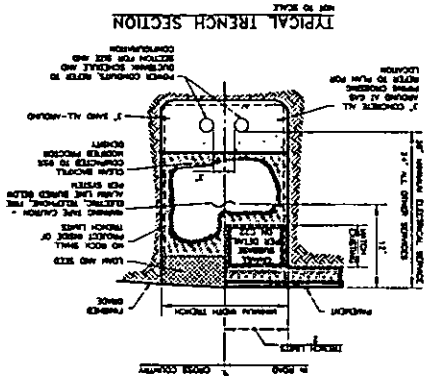
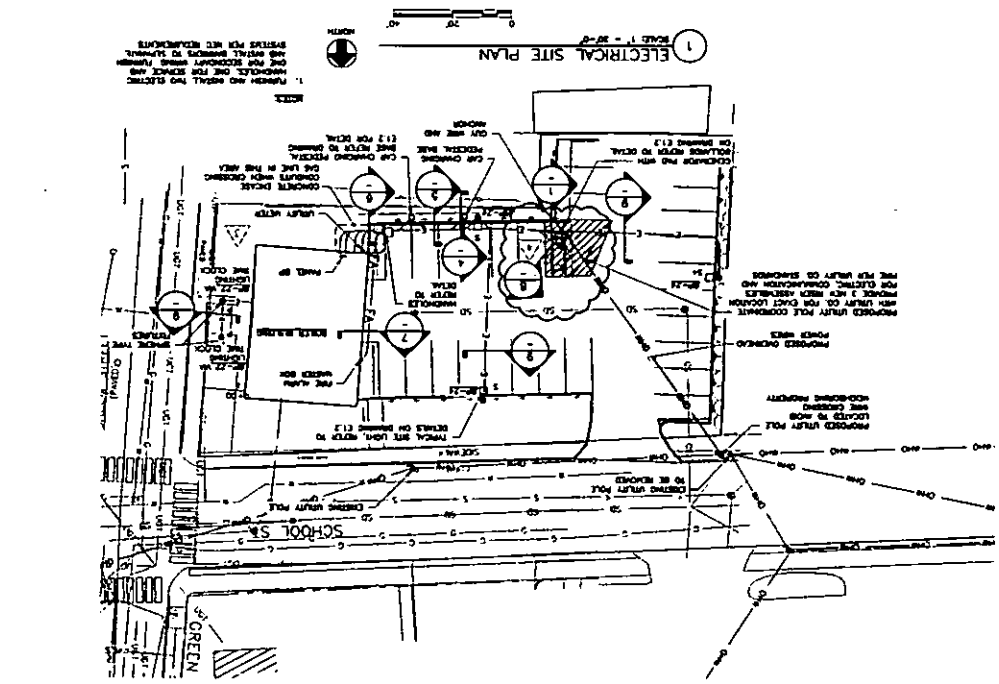
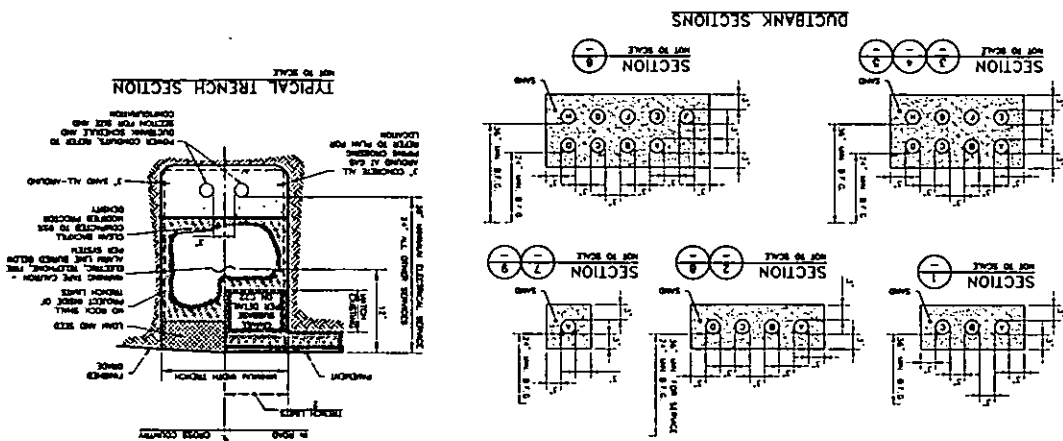


**Steam Boiler Building Parcel  
33 Green Street  
Concord, NH  
(Tax Map 44, Block 3, Lot 25)**

**Aerial View  
(affected parcel shown at center above prior to new construction)**

**DUCT BANK SCHEDULE**

NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	CONCRETE	1.00	CU YD	1.00
2	CONCRETE	1.00	CU YD	1.00
3	CONCRETE	1.00	CU YD	1.00
4	CONCRETE	1.00	CU YD	1.00
5	CONCRETE	1.00	CU YD	1.00
6	CONCRETE	1.00	CU YD	1.00
7	CONCRETE	1.00	CU YD	1.00
8	CONCRETE	1.00	CU YD	1.00
9	CONCRETE	1.00	CU YD	1.00
10	CONCRETE	1.00	CU YD	1.00
11	CONCRETE	1.00	CU YD	1.00
12	CONCRETE	1.00	CU YD	1.00
13	CONCRETE	1.00	CU YD	1.00
14	CONCRETE	1.00	CU YD	1.00
15	CONCRETE	1.00	CU YD	1.00
16	CONCRETE	1.00	CU YD	1.00
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21	CONCRETE	1.00	CU YD	1.00
22	CONCRETE	1.00	CU YD	1.00
23	CONCRETE	1.00	CU YD	1.00
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65	CONCRETE	1.00	CU YD	1.00
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87	CONCRETE	1.00	CU YD	1.00
88	CONCRETE	1.00	CU YD	1.00
89	CONCRETE	1.00	CU YD	1.00
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94	CONCRETE	1.00	CU YD	1.00
95	CONCRETE	1.00	CU YD	1.00
96	CONCRETE	1.00	CU YD	1.00
97	CONCRETE	1.00	CU YD	1.00
98	CONCRETE	1.00	CU YD	1.00
99	CONCRETE	1.00	CU YD	1.00
100	CONCRETE	1.00	CU YD	1.00



**DUBUIS ENGINEERS**

400 WEST 10TH STREET  
ST. LOUIS, MO 63102  
TEL. 368-1111  
FAX 368-1111

PROJECT NO. 2017  
DATE: DEC 2017  
BY: M.A.  
CHECKED BY: M.A.  
SHEET NUMBER: E1.1

SHEET 22 OF 30



LRCP 18-039

MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3181

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3181

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

November 30, 2018

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, New Hampshire 03301

Dear Commissioner Arlinghaus,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 29, 2018, conditionally approved the request of the Department of Administrative Services, to grant a perpetual utility easement on State land to Unifil Energy Systems, Inc. and Northern New England Telephone Operations LLC (d/b/a Consolidated Communications-NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to 33 Green Street in Concord, subject to the conditions as specified in the request dated November 8, 2018, contingent upon approval being granted by the New Hampshire Council on Resources and Development (CORD).

Sincerely,

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

Cc: Jared Nylund, Bureau of Plant and Property Management ✓  
Department of Administrative Services