



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
July 10, 2019

REQUESTED ACTION

Pursuant to 228:31, the Department of Transportation (DOT) requests authorization to enter into a license agreement with Public Service Company of New Hampshire (PSNH), doing business as Eversource Energy, to allow PSNH through a parcel of land owned by the DOT that is located on the Westerly side of Interstate 93 in the Town of Hooksett, to maintain utility rights that pass through these properties, effective upon Governor and Executive Council approval. No funding is involved.

EXPLANATION

The Department of Transportation owns several contiguous parcels of land located on the Westerly side of Interstate 93 in the Town of Hooksett. These parcels have PSNH access utility rights-of-way passing through them. PSNH has requested to acquire a license agreement from the DOT that would allow access over a parcel of DOT land to access these rights of way. PSNH would be able to access the license access requested from the DOT by a right-of-way that they acquired from others over privately owned property.

This request has been reviewed by this Department and it has been determined that granting of this license is surplus to our operational needs and interest. This license will have a condition where it can be revoked by the DOT with a 90 day written notice.

Authorization is respectfully requested to grant this license to Public Service Company of New Hampshire (PSNH), doing business as Eversource Energy.

Sincerely,
Victoria F. Sheehan
Victoria F. Sheehan
Commissioner

VFS/PJM/pfc
Attachments

License for Access Agreement

This agreement made this 23rd Day of JULY, 2019 by and between Public Service Company of New Hampshire, doing business as Eversource Energy, with a business address of 780 No. Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as EVERSOURCE) and The State of New Hampshire, Transportation Department (hereinafter referred to as NH DOT) with a business address of 7 Hazen Drive, Concord, New Hampshire 03301.

Whereas, NH DOT is the owner of a tract of land, further identified and describes as the "PROPERTY" in "Exhibit A" attached hereto;

Whereas, EVERSOURCE is the owner of utility rights-of-way that pass through the above described parcel and several continuous DOT owned parcels and requires access to enable the maintenance and construction of and to their equipment and facilities within the said utility rights-of-way; and

Whereas, NH DOT wishes to provide access to EVERSOURCE to enable the maintenance and construction of and to their equipment and facilities within the utility right-of-ways;

THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained the parties agree as follows:

1. NH DOT hereby grants EVERSOURCE and its agents(hereinafter referred to as CONTRACTORS) with permission to cross the PROPERTY over existing access roads as identified on a survey plan, for temporary access to EVERSOURCE's utility right-of-way.
2. The license for access shall be revocable at NH DOT's sole discretion upon 90 days prior written notice to EVERSOURCE.
3. EVERSOURCE and its CONTRACTORS shall use the PROPERTY at their own risk, and shall assume liability for, indemnify and hold NH DOT harmless from any and all claims arising from any injury to person or damage to property which may arise directly or indirectly from the use of or access to the NH DOT PROPERTY allowed herein. Any contract entered into between EVERSOURCE and its CONTRACTORS shall include and express warranty by the CONTRACTORS holding NH DOT harmless from any and all claims arising from any injury to persons or damage to property which may directly or indirectly from the use of or access to the NH DOT properties allowed herein.

4. As a condition of use of the PROPERTY allowed herein, EVERSOURCE and its CONTRACTORS shall obtain and maintain in force: (1) comprehensive general liability insurance against all claims of bodily injury, death or property damages, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (2) Workers' Compensation coverage to the extent required by EVERSOURCE and its CONTRACTORS shall provide NH DOT with a certificate(s) of insurance for all insurance required and for all renewal(s) of insurance no later than thirty (30) days prior to the expiration date of each insurance policy.
5. Any and all use of the PROPERTY allowed herein by EVERSOURCE or its CONTRACTORS shall conform to the following terms and conditions, which shall be included in any contract entered into between EVERSOURCE and its CONTRACTORS:

TERMS AND CONDITIONS OF USE

1. GENERAL CONDITIONS

A. EVERSOURCE and its CONTRACTORS agree to observe all restrictions and provisions of this contract.

B. The use of the PROPERTY allowed herein may not be assigned, transferred, sold or made over to another party without prior written permission from the Commissioner, NH DOT. The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

C. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

D. No failure of the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to the Event, or any subsequent Event. No Express waiver of any Event of Default shall be deemed a waiver of provisions hereof. No such failures or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Purchaser.

E. During times of soft ground, rain, melting snow and frost, weather conditions conducive to rutting, mud or damage to the existing ground from maintenance or construction equipment; all operations on the PROPERTY allowed herein must be suspended until ground conditions improve to be able support the movement and use of same equipment without damage or significant disturbance to the existing ground conditions of DOT land.

F. Cutting, felling, destruction, or injury to any merchantable or unmerchantable trees on the properties identified and described on Exhibit A attached hereto is prohibited without the prior approval of the Agent of the State. Any unauthorized cutting or felling of trees on NH DOT land shall be deemed a timber trespass, and NH DOT equitable rights against any such trespass. However, EVERSOURCE and its CONTRACTORS are authorized to cut off limbs of trees necessary for equipment passage. Width of the ACCESS ROAD shall not exceed that of the existing access road or twenty feet (20) in width.

G. The PROPERTY herein shall be left in a condition equal to or better than its condition prior to the start of EVERSOURCE maintenance or construction operations. To prevent damage, no access with maintenance equipment shall be allowed when roads are soft.

H. If damage does occur to any of the PROPERTY allowed herein during EVERSOURCE maintenance or construction operations, EVERSOURCE shall repair the PROEPRTY as needed upon completion of the operations and as directed by the Agent of the State.

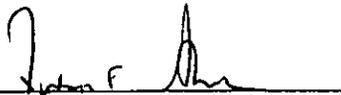
I. NH DOT shall be notified by EVERSOURCE upon completion of maintenance or construction operations so that the site may be inspected before the operation is closed out. EVERSOURCE shall carry out site restoration or erosion control measures deemed necessary the Agent of the State within 30 days of notification of the completion of maintenance or constructions operations.

J. EVERSOURCE and its CONTRACTORS shall comply with all applicable laws concerning sanitation and disposal of wastes so as to prevent stream pollution and land littering. All refuse including but not limited to cans, bottles, papers, and oil resulting from maintenance operations shall be removed from the State land or disposed of in an approved manner at the approved locations. In additions to reporting of a discharge of oil as required under provisions of RSA 146-A: 5, any oil spill shall be reported immediately to the Agent of the State.

K. EVERSOURCE and its CONTRACTORS shall comply with all applicable State and local laws, rules, and regulations in connection with operations under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and their seals to be affixed as of the day and year first above written.

State of New Hampshire
Department of Transportation

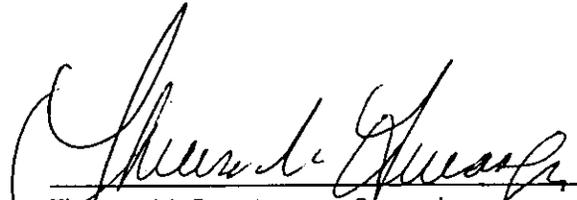
By: 
Victoria F. Sheehan, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Personally appeared before me on this 23rd day of July, 2019, Victoria F Sheehan, who acknowledges herself to be the Commissioner of the New Hampshire Department of Transportation, and as such is duly authorized to execute the foregoing instrument for the purposes therein contained, by signing her name on behalf of the State of New Hampshire.

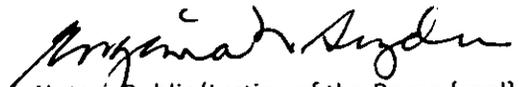
Notary Public/Justice of the Peace [seal]
Dawn M. Dozier
Notary Public - New Hampshire
My Commission Expires: My Commission Expires Oct. 26, 2021

Public Service of New Hampshire
d/b/a Eversource Energy


Theresa M. Feuersanger, Supervisor
Transmission & Distribution Rights of Way

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

Personally appeared before me on this 6 day of May, 2019, Theresa M. Feuersanger, who acknowledges herself to be the Supervisor, Transmission & Distribution Rights of Way Department of Eversource Energy, and as such is duly authorized to execute the foregoing instrument for the purposes therein contained, by signing her name on behalf of the State of New Hampshire.


Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

EUGENIA N. SNYDER, Notary Public
My Commission Expires June 7, 2022

"Exhibit A"

Conveyed to the State of New Hampshire Department of Transportation on April 29, 1955 by deed of Annie V. Shirley and recorded at the Merrimack County Registry of Deeds in Book 767, Page 427.

The twenty (20) foot wide license access over the tract and subject to the foregoing license agreement is more particularly bounded and described according to a Plan titled "License Access Plan for Public Services Co of NH d/h/a Eversource Energy Over Land of the State of New Hampshire Tax Map 23, Lot 7 Hooksett N.H.," prepared by Doucet Survey, Inc. dated November 17, 2017, on file in the record at the New Hampshire Department of Transportation.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 16, 1926. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 18692

Certificate Number: 0004527092



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
DBA EVERSOURCE ENERGY

SECRETARY'S CERTIFICATE

I, the undersigned, HEREBY CERTIFY that at a meeting of the Board of Directors of PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DBA EVERSOURCE ENERGY (the "Company"), duly called and held on October 11, 2016, at which meeting the entire Board was present and acting throughout, the following resolutions were duly adopted:

RESOLVED, that each of the Chief Executive Officer, the President and Chief Operating Officer, the Executive Vice President and General Counsel and the Vice President-Supply Chain, Environmental Affairs and Property Management of the Company ("Authorized Officers"), acting singly, is hereby authorized to execute and deliver, in the name and on behalf of the Company, any and all deeds, releases, easements, modifications of easements, grants, leases, permits, licenses, certificates or other documents necessary or desirable, in the opinion of the officer taking such action, to sell, transfer, convey, surrender, release, grant or otherwise dispose of, or to lease, release or grant any interest in, any piece or parcel of real property owned by the Company or any interest of the Company in real property of others, provided, however, that all opinions, certificates and other documents, and all necessary consideration, shall be furnished and received, and all other steps shall be taken, as and to the extent required by the applicable provisions of the First Mortgage Indenture, dated as of August 15, 1978, as amended and restated as of June 1, 2011, between the Company and U.S. Bank National Association, successor to Wachovia Bank, National Association, successor to First Union National Bank, formerly known as First Fidelity Bank, National Association, New Jersey, Trustee, as supplemented and amended (the "PSNH Mortgage"), to permit the Company to effect such disposition and to release such piece or parcel of real property or interest in real property from the lien of the PSNH Mortgage.

RESOLVED, that the Trustee under the PSNH Mortgage is hereby requested to release from the lien of the PSNH Mortgage, upon compliance by the Company with the applicable provisions of the PSNH Mortgage, any piece or parcel of real property of the Company or any interest of the Company in real property that is disposed of pursuant to these resolutions.

RESOLVED, that each Authorized Officer is hereby authorized to take such further actions as may be necessary or desirable, in the opinion of such officers, in connection with the disposition of, or the release from the lien of the PSNH Mortgage of, any piece or parcel of real property or any interest in real property disposed of pursuant to the foregoing resolutions.

RESOLVED, that each Authorized Officer is hereby authorized to sign for and on behalf of the Company any and all documents which grant to other parties permission to use and occupy a piece or parcel of the Company's real property pursuant to the terms of licenses, profits, rights-of-way and covenants.

RESOLVED, that each Authorized Officer is hereby authorized to sign for and on behalf of the Company all documents necessary and incidental to the purchase of any interest in real property, subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

RESOLVED, that each Authorized Officer has the authority to delegate to Directors, Managers, Supervisors and other employees, agents and representatives of the Company authority to sign

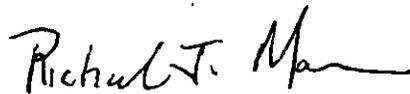
for and on behalf of this Company all documents necessary and incidental to the (i) disposition of, or release from the lien of the PSNH Mortgage of, any piece or parcel of real property or any interest in real property; (ii) granting of rights to other parties with respect to the Company's real property; or (iii) purchase of any interest in real property, all under the authority granted to such Authorized Officer pursuant to the foregoing resolutions, such delegation to be subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

I DO FURTHER CERTIFY that the foregoing resolutions have not been modified or amended and are still in full force and effect as of this date.

I DO FURTHER CERTIFY that pursuant to the resolutions set forth above, Ellen K. Angley, Vice President-Supply Chain, Environmental Affairs and Property Management, who is an Authorized Officer of the Company, did delegate to Theresa Feuersanger, Supervisor, T&D Rights & Survey of Eversource Energy Service Company, lawful and proper authority to sign for and on behalf of the Company documents, including the document accompanying this Certificate, and that the execution of such document represents the binding and authorized action of the Company made in compliance with the terms of the resolutions set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company on this 6th day of May, 2019

(Seal)



Richard J. Morrison
Secretary

James W Bross
Senior Insurance Analyst

June 13, 2019

The State of New Hampshire
Transportation Department
7 Hazen Drive
Concord, NH 03301

Re: License for Access Agreement

The General Liability insurance program maintained by Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Products and Completed Operations, Employer's Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy companies also have in place catastrophic Excess Liability insurance for losses that exceed the self-insured layer.

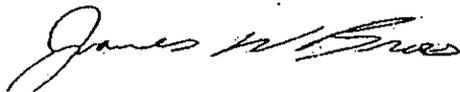
The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in New Hampshire is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the self-insured layer, Public Service Company of New Hampshire dba Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

The primary \$1,000,000 layer of Automobile Liability coverage is provided by Liberty Mutual Insurance Company. Coverage extends to all owned, non-owned, and hired vehicles used in connection with any of the Eversource System Companies' operations.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify New Hampshire Transportation Department as well as provide insurance protection as required for the above captioned event.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (860) 665-6905.

Sincerely,



James W Bross