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**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



**JEFF BRILLHART, P.E.
ACTING COMMISSIONER**

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
February 13, 2015

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, AUTHORIZE the Department of Transportation to enter into a Use and Occupancy Agreement for the use of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, northerly of the Piscataqua River in Dover, with Granite State Gas Transmission, Inc. This is a no cost transfer except for the Department assessing an Administrative Fee of \$1,100.00.

Funding is to be credited to the Highway Fund as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2015</u>
Administrative Fee	\$1,100.00

EXPLANATION

The Department of Transportation has received a request from Granite State Gas Transmission, Inc. (Granite State) to enter into a Use and Occupancy Agreement for the right to use a portion of Department owned Right-of-Way and land to construct, install, access, maintain, and repair an interstate natural gas pipeline facility. This natural gas facility will consist of a 10-inch diameter pipeline installed through the use of horizontal directional drilling.

The areas of land in question consist of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, north of the Piscataqua River in Dover.

Granite State is a New Hampshire corporation with a principal place of business in Portsmouth. Among other assets, Granite State owns and operates an interstate bi-directional high pressure natural gas pipeline that transports natural gas between Haverhill, Massachusetts and Portland, Maine. The pipeline is 87 miles in length. The pipeline includes a tie-in between Newington and Dover; this tie-in consists of a buried pipeline on either side of Little Bay with approximately 1,500 feet of above-ground 10-inch pipe affixed to and suspended below the Little Bay Bridge.

The Department required the removal of this pipeline from this bridge due to the rehabilitation of the bridge that the pipeline is currently located on, as well as the construction of additional bridges and the reconstruction and widening of the Spaulding Turnpike / NH 16 through this area. After the Department and Granite State reviewed alternative locations for this utility pipeline including eliminating this crossing, it was determined that the most feasible alternative was to relocate the pipeline to this proposed location under the Piscataqua River.

Granite State had previously, in 2012, acquired a 50-foot wide easement from the State of New Hampshire for the installation of an interstate natural gas pipeline under the Piscataqua River between Newington and Dover at no cost which was approved by both the Long Range Committee (LRCP12-028) and the Governor and Executive Council (October 17, 2012, Item #6). This approval was with the condition that there would be no costs to the Department or to the State for any part of the relocation of the pipeline. The previous easement was specifically for the construction and installation under the river. This Use and Occupancy Agreement will allow for connection of the existing gas transmission line to the easement and the relocated section under the river.

The proposed term of the Use and Occupancy Agreement is for an initial 15-year period with the option to extend this agreement for additional terms of 5 years. The cost for the installation and maintenance of the natural gas pipeline shall be the responsibility of Granite State. There shall be no cost to the Department or to the State for any part of the relocation of the pipeline.

This request has been reviewed by the Department of Transportation and it has been determined that the granting of this Use and Occupancy Agreement allowing the installation and maintenance of the pipeline will not interfere with the operation of the highways.

The Long Range Capital Planning and Utilization Committee at their April 21, 2014 meeting approved this request that the Department should enter into a Use and Occupancy Agreement for the use of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, northerly of the Piscataqua River in Dover, with Granite State Gas Transmission, Inc., for an initial 15-year period with the option to extend the agreement for an additional term of 5 years at no cost, and assess an Administrative Fee of \$1,100.00.

The Agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Authorization is requested to approve this Use and Occupancy Agreement between the Department of Transportation and Granite State Gas Transmission, Inc., as outlined above.

Respectfully,


David J. Brillhart
Acting Commissioner

DJB/PJM/dd
Attachments



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

APR 23 2014

LRCP 14-011 RECEIVED

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

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

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

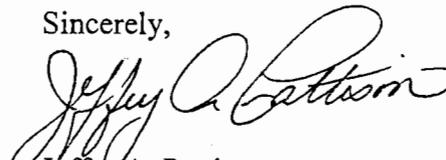
April 21, 2014

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

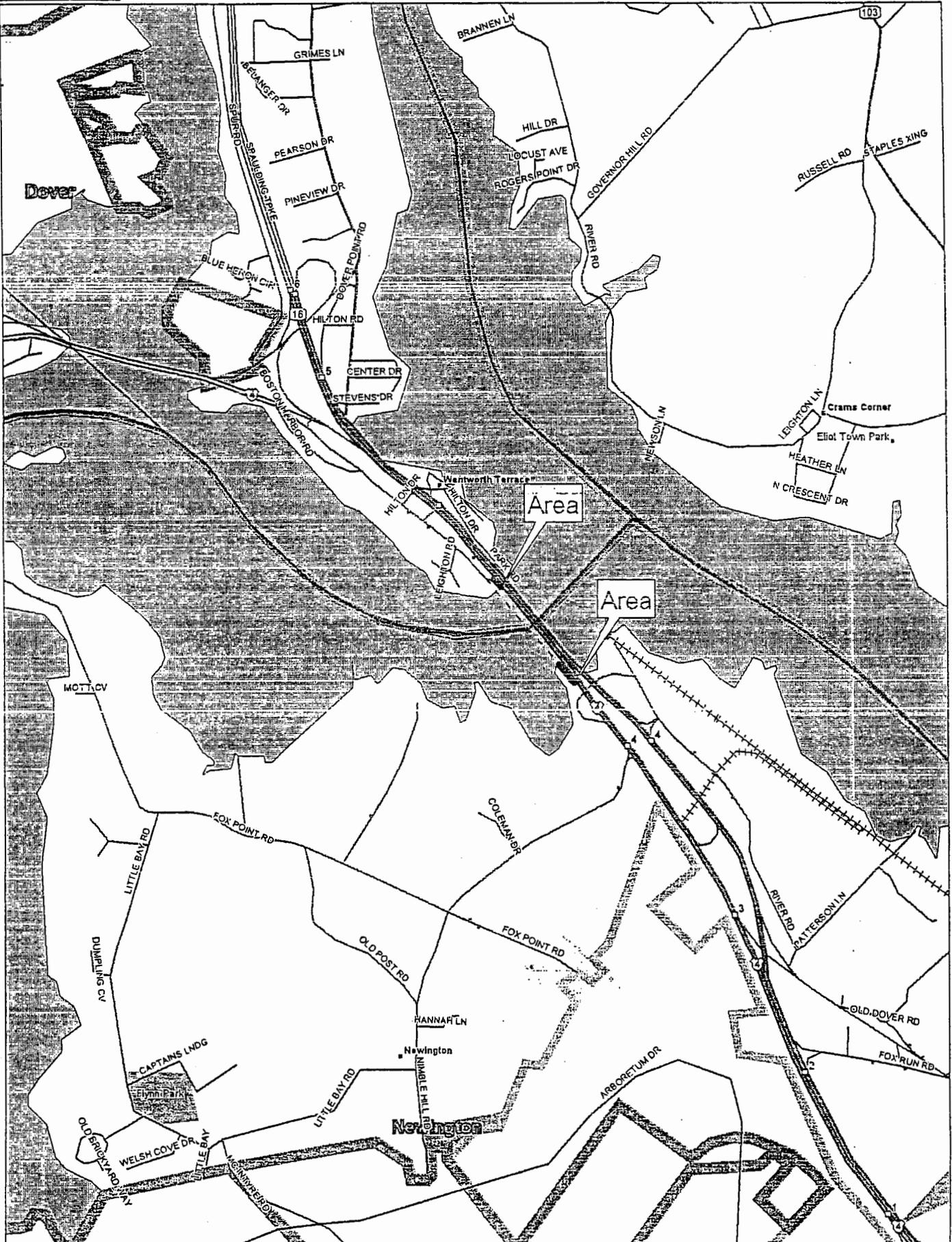
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on April 21, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a Use and Occupancy Agreement for the use of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, northerly of the Piscataqua River in Dover, with Granite State Gas Transmission, Inc., for an initial 15-year period with the option to extend the agreement for an additional term of 5 years at no cost, and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated April 2, 2014.

Sincerely,



Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



AREA LOCATED IN DOVER



ENVIRONMENT & INFRASTRUCTURE, INC.
 WESTFORD, MASSACHUSETTS 01886
 TELEPHONE: (978) 892-9090
 FAX: (978) 892-9030
 WEB: WWW.AMECO.COM

CLIENT:
GRANITE STATE GAS TRANSMISSION

PROJECT:
**GRANITE STATE GAS TRANSMISSION, INC.
 HORIZONTAL DRILL AT
 LITTLE BAY BRIDGE,
 NEWINGTON-DOVER,
 NEW HAMPSHIRE**

REV	DATE	DESCRIPTION

DESIGNED BY: _____

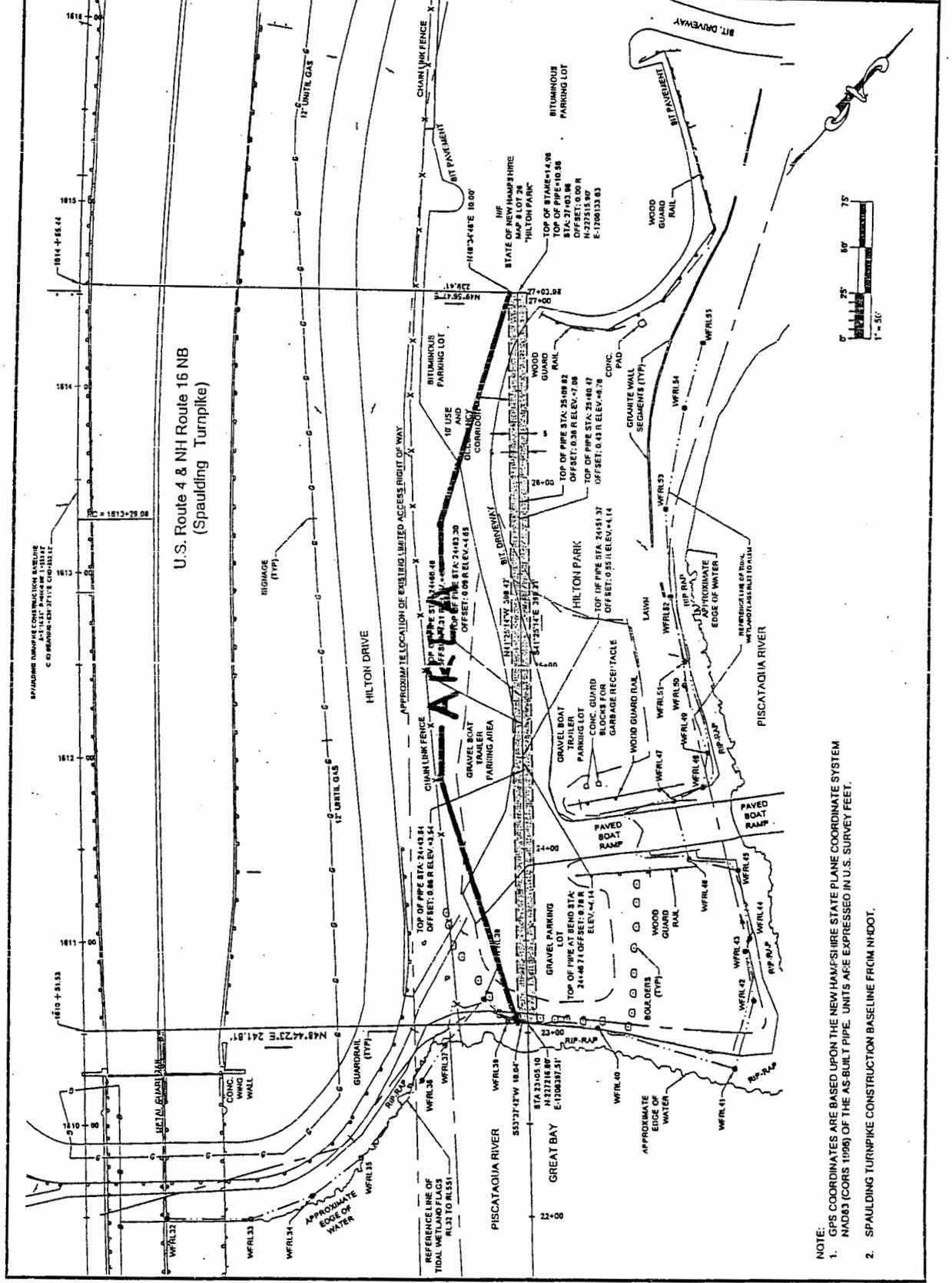
CHECKED BY: _____

SCALE: AS SHOWN

PROJECT NUMBER: 7773130001

TITLE: GSGT USE AND OCCUPANCY CORRIDOR, LITTLE BAY BRIDGE, DOVER, NH

FIGURE NUMBER: 2



USE AND OCCUPANCY AGREEMENT

1. The following entities shall be parties to this Agreement made in duplicate this 5 day of March, 2015, and shall be bound by its provisions:
 - A. GRANITE STATE GAS TRANSMISSION., INC., hereinafter called the "**GSGT**", incorporated in the State of New Hampshire, having a principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842).
 - B. The STATE OF NEW HAMPSHIRE, hereinafter called the "**State**", acting by and through the Commissioner, New Hampshire Department of Transportation (NHDOT), 7 Hazen Drive, PO Box 483, Concord, NH, 03302-0483.
2. The parties have entered into an agreement dated June 13, 1956, as amended on several occasions, including in October 1966 ("**Original Agreement**") regarding the use and occupancy by the existing gas pipeline of State land adjacent to Shattuck Way in Newington, New Hampshire, across the existing Spaulding Turnpike Bridge across Little Bay ("**Little Bay Bridge**") and State land within Hilton Park in Dover, New Hampshire. Except as amended by this Agreement, the Original Agreement is hereby ratified and confirmed. In the event of conflict between the Original Agreement and this Agreement, this Agreement shall control.
3. The State is expanding and rehabilitating Little Bay Bridge, and in connection with such rehabilitation is requiring GSGT to remove the existing interstate natural gas pipeline from the Little Bay Bridge and to relocate the gas pipeline described in Section 2 to a submerged gas pipeline under the Piscataqua River and then connecting the submerged gas pipeline to the existing gas pipeline located on opposite banks of the Piscataqua River. All work associated with the removal and relocation of GSGT gas pipeline for purposes of the Little Bay Bridge rehabilitation is known as the Granite State Gas Transmission Horizontal Directional Drill Project No. 11C3860 ("**Project**"). The Project is approved by the Federal Energy Regulatory Commission under a blanket certificate of public convenience and necessity. The State, through its Governor and Executive Council, has granted an Easement to GSGT conveying the property interests necessary to submerge the pipeline between the two high water marks of the Piscataqua River in Newington and Dover ("**State Easement**"). The New Hampshire Public Utilities Commission has granted a water crossing license to construct, operate and maintain the pipeline under and across State property. NHDOT and GSGT have entered a Temporary

Use & Occupancy Agreement dated January 22, 2013, to allow for commencement of Project construction. As more fully described in Section 5, this Agreement pertains to the use and occupancy of State property for the purpose of constructing, accessing, operating and maintaining the new gas pipeline required for the Project and necessary for continued and uninterrupted regional supply of natural gas.

4. GSGT, through its consultant, has submitted to the State a set of plans titled "Unitil Horizontal Drill at Little Bay Bridge, Newington-Dover, New Hampshire," dated November 11, 2011, as revised through July 9, 2012, prepared by BL Companies, 355 Research Park, Meriden, CT 06450 ("**Plans**"), which are incorporated into this Agreement, for installation of the Gas Facilities as shown on the Plans. The State acknowledges that it has reviewed the Plans and has incorporated them into its highway project plans for the area. The State also acknowledges that the Plans may be amended over time in order to accommodate highway, environmental and other considerations that may arise.
5. This Agreement covers the Use and Occupancy of the Limited Access Right-of-Way (LAROW) of Spaulding Turnpike/US 4/NH 16 and property owned, administered and managed by the State (through the New Hampshire Department of Transportation, Bureau of Turnpikes) as shown on the attached Plans. Such occupancy having been granted by execution of this document covers the preparation, drilling, laying, construction, maintenance, operation, alteration, improvement, repair, replacement, removal and access to gas pipelines and all related equipment, facilities, improvements and structures ("**Gas Facilities**") at the location described as follows: a 10 foot wide corridor (a) beginning at approximately Station 1587+38 Rt. 240.8' (11238-L Construction Centerline) on a State owned property adjacent to Shattuck Way east of the Spaulding Turnpike, then northwesterly across the property, Shattuck Way and the LAROW of the Spaulding Turnpike approximately 222.9' to the high water mark of the Piscataqua River which is shown on Figure 1 and Sheets PP-1 and PP-6 of the Plans, and (b) then from the high water mark on the opposite side of the Piscataqua River northwesterly onto Hilton Park approximately 398.9' ending at approximately Station 1614+55 Rt. 239.4' (11238-L Construction Centerline) which is shown on Figure 2 and Sheets PP-4 and PP-5 of the Plans in the Town of Newington and City of Dover, Counties of Rockingham and Strafford, respectively, New Hampshire (collectively, "**Land**").
6. This Agreement covers the term, rights and obligations of the State and GSGT with regard to the preparation, drilling, laying, construction, maintenance, operation, alteration, improvement, repair, replacement, removal and access to the Gas Facilities on the Land. The area of the Land upon which the Gas Facilities will be located is shown on the Plans, as well as on "GSGT Use and Occupancy Corridor, Little Bay Bridge, Newington, NH" Figure 1 and "GSGT Use and Occupancy Corridor, Little Bay Bridge, Dover, NH" Figure 2 dated June 2013, prepared by AMEC Environment & Infrastructure, Inc., 2 Robbins Road, Westford, MA 01886 ("**Corridor Plans**"), of this Agreement ("**Gas Facilities Area**").

7. GSGT shall submit any proposed alterations to the Plans in writing to the State for review, consideration and approval by the State, which approval shall incorporate by reference into this Agreement such altered plans.
8. GSGT has furnished Certificates of Insurance for General Liability and for Worker's Compensation and Employer's Liability under the Temporary Use & Occupancy Agreement. Upon completion of construction within the Gas Facilities Areas, GSGT agrees to keep in force the term of this Use & Occupancy Agreement and to designate the State of New Hampshire as an additional insured under a policy of insurance for bodily injury and property damage liability in the amount of one million dollars (\$1 million) for each occurrence and two million dollars (\$2 million) in the aggregate. Certificates of insurance in such amounts designating the State as an additional insured shall be provided to the State. GSGT retains the right to self-insure and, in such event, shall provide evidence of such self-insurance. Certificates of Insurance provided by GSGT contractors for construction of the Gas Facilities Areas under the Temporary Use & Occupancy Agreement shall remain in force pending completion of construction to the extent that the Temporary Use & Occupancy Agreement is terminated before construction is completed.
9. All materials supplied and work performed by GSGT or its contractor in the installation of the Gas Facilities shall be subject to the inspection of a representative of the State. Any deficiencies in materials, methods of construction, or workmanship shall be promptly corrected to the reasonable satisfaction of the State, provided that the State provides notice of such deficiency within 10 days of its inspection.
10. The State has initiated the development of a Geographic Information System (GIS) to identify facilities, including drainage and utilities within the ROW. GSGT shall submit Global Positioning System (GPS) coordinates based upon the New Hampshire State Plane coordinates system on the North American Datum of 1983 (1996 adjustment by NGS) of the as built Gas Facilities. The coordinates shall be submitted to the Chief of Design Services, NHDOT, 7 Hazen Drive, PO Box 483, Concord, NH, 03302.
11. GSGT shall submit its written maintenance policies and procedures which are to be used for the inspection, repair, and maintenance of the Gas Facilities to the State for review and approval. Such procedures shall be approved by the State prior to initial operation of the Gas Facilities.
12. GSGT shall give the State Turnpike officials reasonable notice of scheduled or nonscheduled maintenance of the Gas Facilities except emergency repairs, for which GSGT shall contact the State Turnpike officials while such emergency repairs are being done. GSGT shall provide notice to the State Turnpike officials if it alters its schedule of regular maintenance and inspection, will keep the State Turnpike officials apprised, and updating by GSGT shall not be conducted without prior notification to the State Turnpike officials.
13. The costs and expenses for the installation and maintenance of the Gas Facilities shall be the responsibility of GSGT.

14. GSGT or its contractor is solely responsible for the presence of the Project equipment on the Land. GSGT agrees the installation shall be consistent with the State's right to access if necessary.
15. GSGT agrees that access to the gas facilities for scheduled or nonscheduled maintenance or for any other purpose shall be made in accordance with the following procedure:
 - A. Prior to working on or crossing the LAROW of the Spaulding Turnpike and Turnpike owned property, State Turnpike officials will be notified and work will be scheduled with them.
 - B. At all times when working on the Spaulding Turnpike, traffic control devices will be provided by GSGT as required by the State.
 - C. Any and all work done by GSGT at these locations will conform to standards set by the State in consultation with GSGT and upon reasonable notice of such standards.
16. The State agrees that it will not grant licenses, use or occupancy rights or easements or enter into leases or other agreements that interfere with GSGT's rights under this Agreement. State further agrees that no excavation, change of grade or water impoundment will be made on and no structures or other obstructions will be placed or erected over, under or across the Gas Facilities Area without prior written consent of GSGT which shall not be unreasonably withheld.
17. The State agrees that GSGT shall have non-exclusive access over, in and through the Land for the construction, preparation, drilling, laying, maintenance, operation, alteration, improvement, repair, replacement and removal of the Gas Facilities.
18. This Agreement shall remain in full force and effect for a term of fifteen (15) years from the date that both parties have executed the Agreement and is not subject to termination before such term has expired, absent an agreement of the parties. The agreement may be extended for consecutive five (5) year terms provided that GSGT makes a written request to the Commissioner, New Hampshire Department of Transportation, no less than one hundred eighty (180) days, but no more than three hundred sixty five (365) days prior to the expiration of the initial term or the respective five (5) year term thereafter. If the State chooses to deny the extension, it shall do so, no less than one hundred twenty (120) days prior to the expiration of the respective term. Upon notice of the denial of the requested extension, the State shall provide GSGT with reasonable opportunity to conduct all necessary activities to remove, relocate or otherwise realign the Gas Facilities and all appurtenances from the Gas Facilities Area. The State shall reasonably cooperate with GSGT to facilitate removal, relocation or realignment of any Gas Facilities located on the Land made necessary through the State's termination of this Agreement.
19. GSGT shall promptly and at its sole expense make such relocations and adjustments, including removal of facilities if required by the State, as may be necessary to accommodate highway or bridge construction, reconstruction, repair, or maintenance, but only to the extent that such relocations and adjustments do not compromise operation or

access to Gas Facilities necessary for exercise of property interests granted under the State Easement. The State shall provide reasonable opportunity to relocate or adjust the Gas Facilities so as to allow for exercise of rights granted under the State Easement. Such relocation and adjustment shall be at the sole expense of GSGT. Notwithstanding any statute or regulation to the contrary which may now exist or hereafter be created, no cost of such relocation or adjustment shall be eligible for participation by the State or Federal Highway Administration (FHWA) and GSGT hereby waives any right it may now have or hereafter acquire to request such participation. EXCEPT THAT, the provisions of RSA 228:22 shall govern where applicable.

20. Where Applicable, in accordance with RSA 72:23, I(b), this agreement is made between the parties subject to the condition that GSGT shall pay all properly assessed real and personal property taxes for the Gas Facilities. Failure of GSGT to pay duly assessed personal and real estate taxes when due shall be cause to terminate this Agreement. In accordance with the requirements of RSA 72:23, I(b), GSGT shall be obligated to pay real and personal property taxes on structures or improvements added.
21. GSGT agrees that the State, its agencies and their employees, agents, and representatives shall not incur any legal liability whatsoever to GSGT for any damage to the Gas Facilities or to any other property or employee of GSGT or to any other person or entity hired by or affiliated with GSGT resulting from or arising out of any ownership and use of and operations within the Gas Facilities Area, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair.
22. GSGT shall indemnify, defend, and hold harmless the State, NHDOT, United States Department of Transportation (USDOT), FHWA, and their employees, agents, and representatives against any and all claims, actions, causes of action, demands, liabilities, losses, penalties, damage of any kind, and failure by GSGT to comply with any utility-related commission permitting, regulations, and guidelines, including all actions for indemnity and/or contribution, and including reasonable attorneys' fees, resulting from or arising out of GSGT's use of, and GSGT's operations within the Gas Facilities Area, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair of either the gas pipeline or the highway facilities. The indemnification provided under this paragraph shall include, but not be limited to, any and all claims or demands for loss of revenue, income, business or economic opportunity, customers, profits, presence of and occupation of, and service resulting from or arising out of any inability or failure of the Gas Facilities to provide service as intended by GSGT.
23. GSGT shall, at the request of the State and at the expense of GSGT, provide whatever protection is deemed necessary by GSGT or by the State in the event the State performs any work on the highway, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair of the highway facilities.

24. Any damage to the Land that is caused by, results from, or arises out of the installation, maintenance, or presence of the Gas Facilities shall be repaired by GSGT or, if mutually agreed by the parties, by the State. GSGT shall fully compensate the State for all reasonable costs associated with the repair of any such damage.
25. Upon breach of any provision of this Agreement by either party, the non-breaching party may either (a) enforce the breach provision by means of an injunction proceeding, or (b) seek damages, or both.
26. Notwithstanding any provision of this Agreement, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
27. This Agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the State of New Hampshire, through the NHDOT, and the FHWA, if applicable.
28. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective parents, successors and assigns including all agencies, departments, bureaus, authorities, boards, commissions, and committees of the State.
29. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit. The State also shall not be responsible for any negligent/intentional acts of third parties.
30. GSGT shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State, which shall not be unreasonably withheld or delayed, except that no consent shall be required for a transfer or assignment to a (i) wholly owned subsidiary, (ii) affiliate, (iii) parent or (iv) any other entity related to GSGT.
31. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto, subject to the provisions of paragraph 2 herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Transportation

GRANITE STATE GAS TRANSMISSION, INC.

BY: David J. Brillhart
David J. Brillhart, P.E.
Acting Commissioner

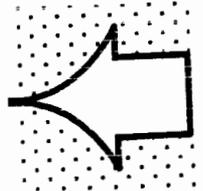
BY: Thomas P. Meissner, Jr.
(Signature)

BY: William P. Janelle
William P. Janelle, P.E.
Director of Operations

Thomas P. Meissner, Jr.
(Typed Signature)

Senior Vice-President
(Title)

JAM JAM



HERE

State of New Hampshire
County of Rockingham

This instrument was acknowledged before me on March 5, 2015 by Thomas P. Meissner, Jr., as Senior Vice President, for Granite State Gas Transmission, Inc..

Sandra L. Whitney
Justice of the Peace / Notary Public
My Commission Expires: 3/10/15
Seal or Stamp:

SANDRA L. WHITNEY
Notary Public - New Hampshire
My Commission Expires March 10, 2015

State of New Hampshire
County of Merrimack

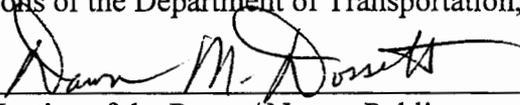
This instrument was acknowledged before me on March 16, 2015 by David J. Brillhart, P.E., as Acting Commissioner of the Department of Transportation, for the State of New Hampshire.

Dawn M. Dossett
Justice of the Peace / Notary Public
My Commission Expires: _____
Seal or Stamp:

DAWN M. DOSSETT
Notary Public - New Hampshire
My Commission Expires Sept 28, 2016

State of New Hampshire
County of Merrimack

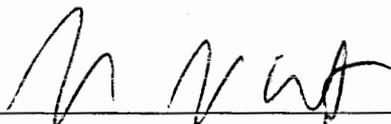
This instrument was acknowledged before me on March 16, 2015 by William P. Janelle, P.E., as Director of Operations of the Department of Transportation, for the State of New Hampshire.



~~Justice of the Peace / Notary Public~~
My Commission Expires: _____
Seal or Stamp: _____

DAWN M. DOSSETT
Notary Public - New Hampshire
My Commission Expires Sept. 28, 2016

Approved by Attorney General

By: 

Date: 4/22/15

Title: Asst. Attorney General

Approved by Governor and Council

By: _____

Date: _____

SP-1 (1 of 2) and SP-1 (2 of 2)

GSGT CONSTRUCTION PLAN (NEWINGTON) and
GSGT CONSTRUCTION PLAN (DOVER)

FIGURE 1 and FIGURE 2
GSGT USE and OCCUPANCY CORRIDOR

**GRANITE STATE GAS TRANSMISSION, INC.
CERTIFICATE**

On motion duly made and seconded, the following vote was unanimously adopted:

VOTED:

That the President, any Vice President, and the Treasurer of this Company be, and they hereby are, and each of them singly is, authorized to enter into contracts on behalf of the Company with the State of New Hampshire, the State of Maine, or any other entity, and to execute any and all documents, agreements, and other instruments, and any and all amendments, revisions, or modifications thereto, as he or she may deem necessary, desirable, or appropriate.

I, Sandra L. Whitney, hereby certify that I am Secretary of Granite State Gas Transmission, Inc.; that the foregoing is a true copy from the records of votes unanimously adopted at a meeting of the Directors of said Company duly called and held December 15, 2011, at which meeting a quorum was present and acting throughout; and that the said votes have not since been altered, amended or rescinded.

WITNESS my hand and the corporate seal of Granite State Gas Transmission, Inc. this 5th day of March, 2015.



Sandra L. Whitney, Secretary

(Corporate Seal)

**GRANITE STATE GAS TRANSMISSION, INC.
CERTIFICATE**

On motion duly made and seconded, the following vote was unanimously adopted:

VOTED:

That the following-named persons be and are, and each of them singly is, hereby elected to hold the office set opposite their respective names until the first meeting of Directors after the next annual meeting of shareholders and until their respective successors are chosen and qualified, such elections to be immediately effective.

Name	Office
Robert G. Schoenberger	President
Todd R. Black	Senior Vice President
Thomas P. Meissner, Jr.	Senior Vice President
Mark H. Collin	Treasurer
Laurence M. Brock	Controller
Sandra L. Whitney	Secretary

I, Sandra L. Whitney, hereby certify that I am Secretary of Granite State Gas Transmission, Inc.; that the foregoing is a true copy from the records of votes unanimously adopted at a meeting of the Directors of said Company duly called and held April 22, 2014, at which meeting a quorum was present and acting throughout; and that the said votes have not since been altered, amended or rescinded.

WITNESS my hand and the corporate seal of Granite State Gas Transmission, Inc. this 5th day of March, 2015.


Sandra L. Whitney, Secretary

(Corporate Seal)

FIGURE 1 and FIGURE 2
GSGT USE and OCCUPANCY CORRIDOR

Client#: 635716

UNITICOR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Commercial Insurance, NAIC #: 36137; INSURER B: Charter Oak Fire Insurance Comp, NAIC #: 25615.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability (4D747990), Umbrella Liab, and Workers Compensation (POUB4D64603014).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Workers Comp information ** MA, ME, NH, NY
** Supplemental Name **
Fitchburg Gas and Electric Light Company; Granite State Gas Transmission; Northern Utilities, Inc.
Unitil Service Corp; USOURCE, LLC; Unitil Energy Systems Inc.
RE: Evidence of Insurance Coverages.

CERTIFICATE HOLDER: State of New Hampshire, Dept of Transportation, John O. Morton Building, PO Box 483;7 Hazen Drive, Concord, NH 03302-0483. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Arnold

ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED

Hamilton, Bermuda

CERTIFICATE OF INSURANCE

(Excess Liability)

This Certificate is furnished to the Certificate Holder named below as a matter of information only. Neither this Certificate nor the issuance hereof modifies the policy of insurance identified below (the "Policy") in any manner. The Policy terms are solely as stated in the Policy or in any endorsement thereto. Any amendment, change or extension of the Policy can only be effected by a specific endorsement issued by the Company and attached to the Policy.

The undersigned hereby certifies that the Policy has been issued by Associated Electric & Gas Insurance Services Limited (the "Company") to the Named Insured identified below for the coverage described and for the policy period specified.

Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this Certificate may be issued or to which it may pertain, the insurance afforded by the Policy is subject to all of the terms of the Policy.

NAME OF INSURED: Granite State Gas Transmission, Inc.

PRINCIPAL ADDRESS: 325 West Road, Portsmouth, NH 03801

POLICY NUMBER: XL5056704P **POLICY From:** December 31, 2014
PERIOD: To: December 31, 2015

RETROACTIVE DATE: 12/31/1986

DESCRIPTION OF COVERAGE: Claims-First-Made Excess Liability Policy covering claims for Bodily Injury, Property Damage and Personal Injury arising from the operations described below.

LIMIT OF LIABILITY: \$2,000,000 per occurrence and in the aggregate, where applicable.

ADDITIONAL INSURED: The Certificate Holder is an additional insured under the Policy but only:
(i) to such extent and for such Limits of Liability (subject always to the terms and Limits of Liability of the Policy) as the Named Insured has agreed to provide insurance for the Certificate Holder under the following contract: The State of New Hampshire is included as an additional insured with respect to liability arising from the Gas Facilities Area under the Temporary Use and Occupancy Agreement

and (ii) with respect to the following operations:

Should the Policy be cancelled, assigned or changed in a manner that is materially adverse to the Insured(s) under the Policy, the undersigned will give 30 days advance written notice thereof to the Certificate Holder, but failure to give such notice will impose no obligation or liability of any kind upon the Company, the undersigned or any agent or representative of either.

DATE: 04/0820/2015

ISSUED TO: State of New Hampshire, Department of Transportation ("Certificate Holder")

ADDRESS: John O. Morton Building, PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483

AEGIS INSURANCE SERVICES, INC.

BY: *Sandra A. Glason*

At East Rutherford, New Jersey



April 20, 2015

John Conforti
Assistant Attorney General
New Hampshire Department of Justice
33 Capital St.
Concord, NH 03301

Dear Mr. Conforti:

I would like to confirm with you that Granite State Gas Transmission has a self-insured retention, as it pertains to our Excess Liability insurance, of \$500,000.00. Once this limit is met, our Excess Liability policy will begin coverage, as evidenced by the certificate of insurance previously provided.

If you need any more information, or have any questions, please feel free to contact me at 603-773-6563, or guay@unitil.com.

Yours truly,

A handwritten signature in cursive script that reads "Kristina Guay".

Kristina Guay
Manager, Loss Control

6 Liberty Lane West
Hampton, NH 03842

T 603.773.6563
www.unitil.com

State of New Hampshire

Newington NH Feb.

Department of Public Works and Highways

Permit Numbers 6-187-18
6-125-58
6-331-4
6-379-27

Date June 13, 1956

K. E. Gillis
Division Engineer
New Hampshire Department of Public Works and Highways
Post Office Box 899
Portsmouth, N. H.

Pursuant to The Provisions of Title 20, Chapter 249; Revised Statutes 1955 permission is requested to perform trench excavation, install gas transmission lines and appurtenances thereto, backfill and repair trenches and work locations, located substantially as shown inscribed on highway plans of the Department of Public Works and Highways, said inscription entitled "Proposed Gas Transmission Line Location, Granite State Gas Transmission Inc., George C. Benjamin, Manchester, N. H., and substantially as later described, within the limits of the New Hampshire Turnpike in the towns of Greenland and Portsmouth, and within the limits of the Spaulding Turnpike in the towns of Portsmouth, Newington and Dover, and within the limits of Route 16 in Dover at two locations in accordance with the provisions, conditions, regulations, and instructions following or required during the progress of the work.

The transmission line to consist of 8" pipe entering the New Hampshire Turnpike right of way from the west approximately opposite Highway Engineering Station 575 / 66, said point being about 600' northerly of the Breakfast Hill Road Bridge in Greenland, then turning an angle and running northerly parallel to, and a maximum distance of 10' from, the westerly right of way line of the New Hampshire Turnpike to junction of the said right of way line and the westerly right of way line of the Spaulding Turnpike at the Portsmouth Rotary Traffic Circle, then consisting of a 6" pipe running northerly parallel to, and a maximum distance of 10' from, the westerly right of way line of the Spaulding Turnpike in the towns of Portsmouth and Newington, to the General Sullivan Memorial Bridge between Newington and Dover, then crossing on the said bridge structure strictly in accordance with detailed plan of attachment to the bridge entitled Granite State Gas Transmission Inc. (Proposed Gas Pipe Line on General Sullivan Bridge Dover/Newington, N. H.) dated May 21, 1956, prepared by Granite State Gas Transmission Inc. then a 4" pipe running northerly parallel to, and a maximum distance of 10' from, the easterly sideline of the Spaulding Turnpike to a point approximately opposite Highway Engineering Station 35NN / 30 at junction of new highway and old Route 16, then running in shoulder of old Route 16 northerly parallel to and a minimum distance of 3' from edge of pavement to a point approximately

NH-8-6-2-1

opposite Highway Engineering Station 340N, then turning an angle and crossing highway and continuing parallel to, and a maximum distance of 10' from the right of way line of new Route 16 location to junction with right of way line of the Spaulding Turnpike, then turning an angle and running northerly on the Spaulding Turnpike parallel to, and a maximum distance of 10' from the easterly right of way line to a point approximately 1500' southerly of new Cushing Road crossing where said pipe turns and leaves the Turnpike to the east on private land, then crossing Route 16 approximately in vicinity of Power Transmission Line crossing.

Additionally a 6" gas pipe crossing under the New Hampshire Turnpike approximately at Highway Engineering Station 752 + 73 in Portsmouth.

Provisions

1. The pavement and shoulders of the two lanes of the New Hampshire Turnpike shall not be disturbed. A steel sleeve shall be bored or jacked under the full width at a minimum depth of 36 inches below the pavement with no excavation nearer than 14' from outside edges of the lane pavements and nearer than 4' from the inside edges.

2. At all locations of pipe crossings of overhead highway crossings, highway approaches at grade, paved driveway approaches, and Route 16 crossings in Dover steel sleeves shall be bored or jacked under the pavements at a minimum depth of 36" with no excavation nearer than 4' from pavement edges or curbing.

3. Main longitudinal runs shall be laid a minimum depth of 24" except portion in shoulder of Route 16 which shall be at a minimum depth of 36".

4. All excavation shall be performed in a manner as will produce the minimum possible width of disturbed ground. Working area through wooded sections shall consist of a swath not exceeding 20' in width which area shall be fully cleared to ground level leaving no unsightly stumps. Particular care shall be exercised in Picnic Area sections to create minimum disturbance of natural growth. Swath to be kept to the absolute minimum required to perform pipe laying operations through these sections.

5. Trenchwork along the New Hampshire Turnpike may proceed without restriction of length of open trench but backfilling and restoration work, as later described, shall be performed promptly after pipe laying and be completed within five days of said pipe laying.

6. Trenchwork, pipe laying, backfill and restoration work along the Spaulding Turnpike will require full cooperation with the highway contractor, and shall be performed expeditiously and in complete coordination with the work of the highway contractor.

Throughout the Spaulding Turnpike the gas pipe contractor will be responsible to Turnpike Construction Engineer Ruel Webb, or his assigned resident engineers, and shall be subject to full compliance with any additional or special instructions issued by them, as well as those contained in this permit or issued by Division Engineer K. E. Gillis. Throughout sections of the Spaulding Turnpike where gas pipe is laid within limits of completed work of the Highway Contractor, work then being performed and work not yet undertaken, the gas pipe contractor must plan his work and review said plans with the Turnpike Construction Engineer or his assigned resident engineers and the Highway Contractor in order that minimum disturbance to the highway construction work will be occasioned and no delay in the progress of said work caused.

Any additional costs to the State demanded by, and granted to, the Highway Contractor resulting from delay or damage attributable to the gas pipe project shall be paid by the undersigned applicant.

7. Throughout each section of the work on the Spaulding Turnpike a maximum length of trench open at one time shall not exceed 500'. Backfilling, compaction and restoration work shall follow promptly after pipe laying and be completed within a period of five days following pipe laying.

8. Maximum length of trench open at one time along portion of line on old Route 16 shall not exceed 200' with pipe laying, backfill, compaction, and restoration work following closely and being completed within a period of two days following trench excavation.

9. In sections of work adjacent to the highways, road crossings, and driveways, traffic shall be maintained at all times. It shall be protected by suitable barricades, warning and advance warning signs, flags during the day and properly lighted at night. Two uniformed traffic policemen shall be on duty during the performance of the work, and during other periods if required, at point of crossing of New Hampshire Turnpike and section of line along old Route 16, and two Route 16 crossings.

10. All trenches shall be backfilled with the excavated material, except ledge, in a manner as will insure thorough compaction and shall be surfaced with loam four inches deep in grass areas, and 12" of gravel in highway shoulder areas. Finish grade shall be uniform with surrounding ground. No piles of unused earth, stumps, or debris of any kind shall be left, it being the responsibility of the gas pipe contractor to dispose of all such material off, and out of sight of the highway right of way.

11. All grassed areas which are disturbed shall be loamed and reseeded. When directed by the Division Engineer pine, or other trees, of minimum height of six feet shall be planted at site of picnic areas and at ends of swaths cut through the wooded sections. Where the growth consists only of alders or other scrub growth, upon approval of the Division Engineer, the gas pipe contractor may clear the entire growth.

The Contractor shall discuss with the Division Engineer all clearing, grubbing and wood disposal work proposed before undertaking the work. Merchantable lumber will remain the property of the State.

12. Any future surface distortion along the trench lines due to settlement, and any future difficulty arising at side of highway or bridge crossing shall be corrected thoroughly and promptly by the owners at their expense.

13. This permit is for right of construction, occupancy, and future maintenance of the detailed gas transmission line, and it by sufferance only, with the State reserving the right to require, in event of any future alterations of the highway, or highway right of way, certain alterations, relocations, or complete removal of said gas lines and, we, the owners agree to perform such work promptly and at our own expense.

14. We, the owners, further agree to save harmless the State, its agents and employees, from any and all claims arising from the construction, operation, maintenance, renewal or removal of said gas line or appurtenances thereto.

15. This permit will cover initial installation only with right of operation, maintenance or pipe repair, but each future entry for such work that requires excavation to be performed shall require a further permit from the Division Engineer.

16. We, the owners, further agree to assume such additional costs as the state may incur, by reason of failure to perform this work in the manner prescribed above, and are familiar with the penalty imposed by law.

17. We, the owners, agree to furnish a continuing Surety Bond in the amount of twenty-five thousand (\$25,000) dollars guaranteeing the fulfillment of the provisions, conditions, instructions, and regulations prescribed above and later instructions to make corrections and adjustments to the work to restore original conditions, as prescribed, for a period of the spanning two years after date of completion of the project. The State may require extension of this bond, or a new bond of lesser amount, should conditions then existing make such bond advisable in the opinion of the Division Engineer.

18. We, the owners, agree to pay all costs to the state incurred in the preparation of this permit, including preliminary field inspections and later project inspection costs. Also we agree to pay the salary and expenses of a resident engineer to be provided by the Department of Public Works and Highways who shall be assigned to the project by said Department as may be deemed necessary during the whole of the work or any part thereof, whose duty shall be to observe all operations and report any failure to conform to the provisions and conditions of this permit, or to plans and specifications, insofar as they may affect the interests of the State, and who shall report such failure to the Division Engineer and/or the Turnpike Construction Engineer according to location of discrepancy. He shall be empowered to require discontinuance of the work pending correction of reported failure or fault in performance of the work.

19. After start of project all work shall be performed without delay, interruption or discontinuance until full completion. However, it shall not be required to perform work at other than normal working hours except in case of emergency.

20. All work shall be completed on or before October 1, 1956.

21. Permit shall be void and to no effect pending filing of said Surety Bond with the Division Engineer.

Petitioners:

Granite State Gas Transmission, Inc.

Owners

BY Charles J. [Signature]
[Signature]
(Title)

Permission for the above work granted, subject to the instructions, provisions, regulations, conditions, and agreements above and any required later instructions. It is void and to no effect pending filing of said Surety Bond with the undersigned.

STATE OF NEW HAMPSHIRE

J. O. Morton, Commissioner
New Hampshire Department of Public
Works and Highways.

BY Herwin E. Ellis
Division Engineer

Approved

John O. Morton
Commissioner

3. The time of project completion in Provision 20, page 5, shall be considered as approximate only and is subject to unavoidable delay in start of project, procurement of materials, labor disputes, and adverse weather conditions. Contractor shall advise the Division Engineer of any delay that will extend the completion date more than thirty days from date shown. He shall also be notified of any plan to terminate or suspend the work for periods of over fourteen days, and he may require restoration work to be continued and completed, or perform such work with his own forces at the expense of the owners on failure of the contractor to so perform the work.

Very truly yours,

John O. Morton
John O. Morton
Commissioner

JOM/HR/cj
cc Turnpike Construction
cc Turnpike Design
cc Maintenance Division
cc Division 6

NH-8-6-2-2



JOHN O. MORTON
COMMISSIONER

State of New Hampshire
Department of Public Works and Highways
Concord

Turnpikes Division
October 14, 1966

Mr. Harry L. Mac Neil, Manager
Granite State Gas Transmission, Inc.
P.O. Box 757
1 Pleasant Street
Portsmouth, New Hampshire

Dear Mr. MacNeil:

The plans submitted for the 10 inch gas main extensions and connections on the new highway bridge over Great Bay on the Spaulding Turnpike appear satisfactory and permission is granted to proceed with this work.

State Bridge Engineers, Bernard H. Langley and Robert J. Prowse have approved the plans.

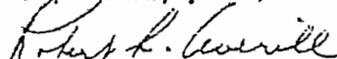
This permit is for the right of construction, occupancy and future maintenance of said gas main and is by sufferance only, with the State reserving the right to require, in the event of any future alterations of the bridge, of the highway, or highway right of way, certain alterations, relocation or complete removal of said gas main, at the expense of the Granite State Gas Transmission, Inc.

The Granite State Gas Transmission, Inc. will save harmless the State, its agents and employees, from any and all claims arising from construction, operation and maintenance, renewal or removal of said gas main or appurtenances thereto.

The gas main, where placed underground, will be at least 30 inches below the surface.

Finished work must have the approval of the Turnpike Engineer, Forrest F. Fenton.

Respectfully yours,


Robert L. Averill
Director of Turnpikes

RLA:ld

Granite State
Gas Transmission, Inc.
OCT 17 1966

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