



DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

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

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

October 29, 2020

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 free of charge a perpetual utility easement on State land to Public Service Company of New Hampshire, d/b/a Eversource Energy ("Eversource"), for the installation, operation, maintenance, and replacement of a pad mount transformer and associated subsurface transmission and distribution lines and other supporting facilities and apparatus as needed to provide upgraded electric utility service to the Portsmouth District Courthouse.

**EXPLANATION**

Eversource proposes to install, at no charge to the State, a new pad mount transformer on the northwesterly corner of the Portsmouth District Courthouse parcel located at 111 Parrott Avenue in Portsmouth as part of the utility work to be done in connection with the redevelopment of an abutting parcel by the Portsmouth Housing Authority. The proposed easement area is a square space measuring fifteen (15) feet by fifteen (15) feet, within which the new transformer will be situated. The proposed easement is required to allow Eversource to begin installing the new transformer on site. The existing transformer that currently serves the Courthouse will be removed. The existing transformer is located adjacent to, but not within, the proposed easement area. The proposed easement also grants to Eversource the right to extend subsurface electrical lines and other subsurface connections across the abutting Courthouse parcel boundaries to provide service to adjacent parcels, if needed. The proposed easement was approved by the Long Range Capital Planning and Utilization Committee on October 7, 2020.

The proposed utility easement shall be granted to Eversource free of charge in exchange for making available to the State upgraded electrical utility service to the Portsmouth District Courthouse. The effectiveness of the proposed easement shall commence upon its execution by the Commissioner of the Department of Administrative Services, following authorization by the Governor and Executive Council, and shall continue in perpetuity.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 29, 2020  
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Based on the foregoing, I respectfully recommend authorization of the proposed  
easement grant to Eversource.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

*[Faint, illegible text]*



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

## State of New Hampshire

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

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

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

October 7, 2020

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 October 7, 2020, approved the request of the Department of Administrative Services, to grant free of charge a perpetual utility easement on State land to Public Service Company of New Hampshire, d/b/a Eversource Energy, for the installation, operation, maintenance, and replacement of a pad mount transformer and associated subsurface transmission and distribution lines and other supporting facilities and apparatus as needed to provide upgraded electric utility service to the Portsmouth District Courthouse, and further requests to waive the Administrative Fee required by RSA 4:40, III-a, subject to the conditions as specified in the request dated September 2, 2020.

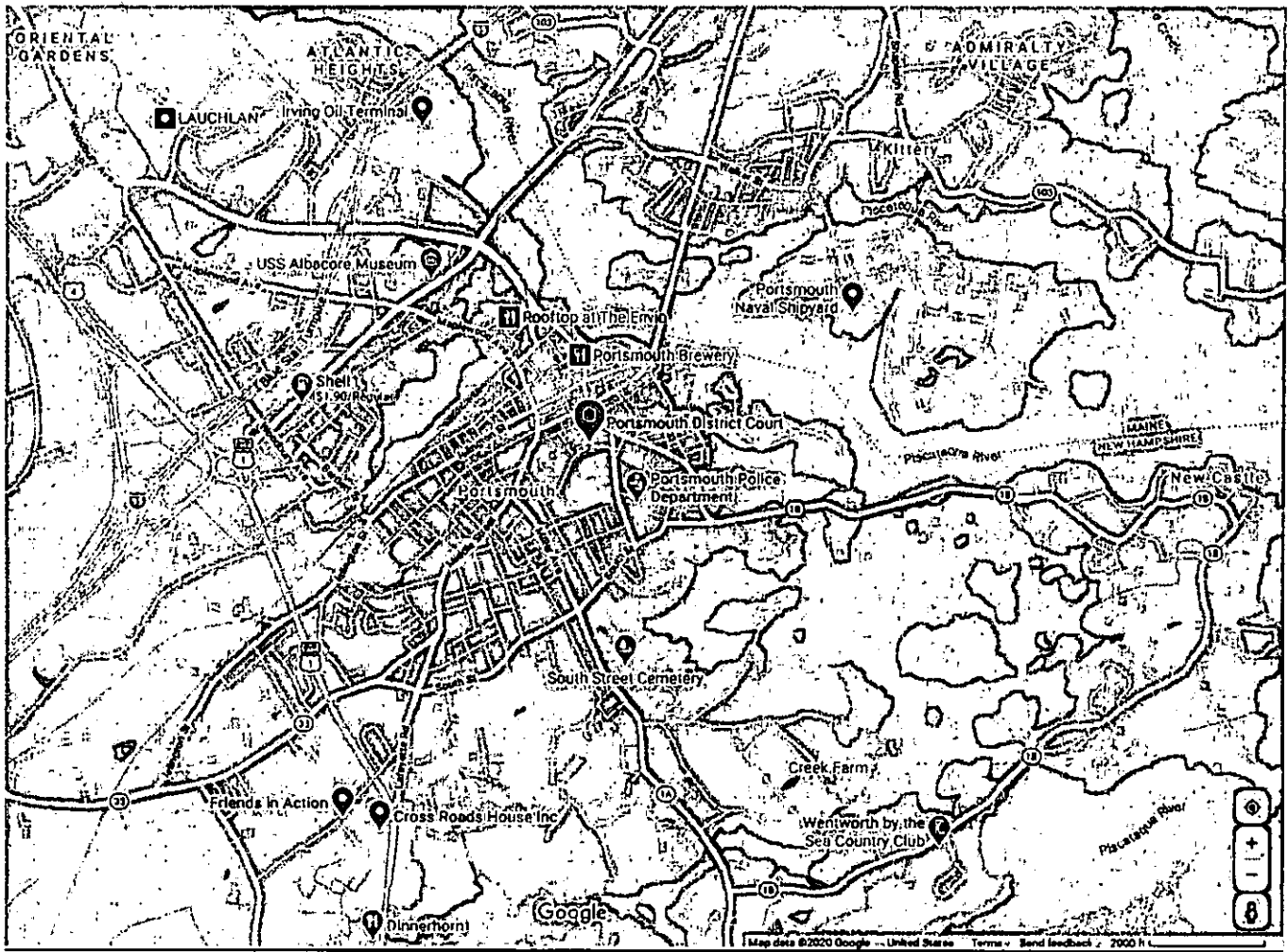
Sincerely,

*/s/ Michael W. Kane*

Michael W. Kane  
Legislative Budget Assistant

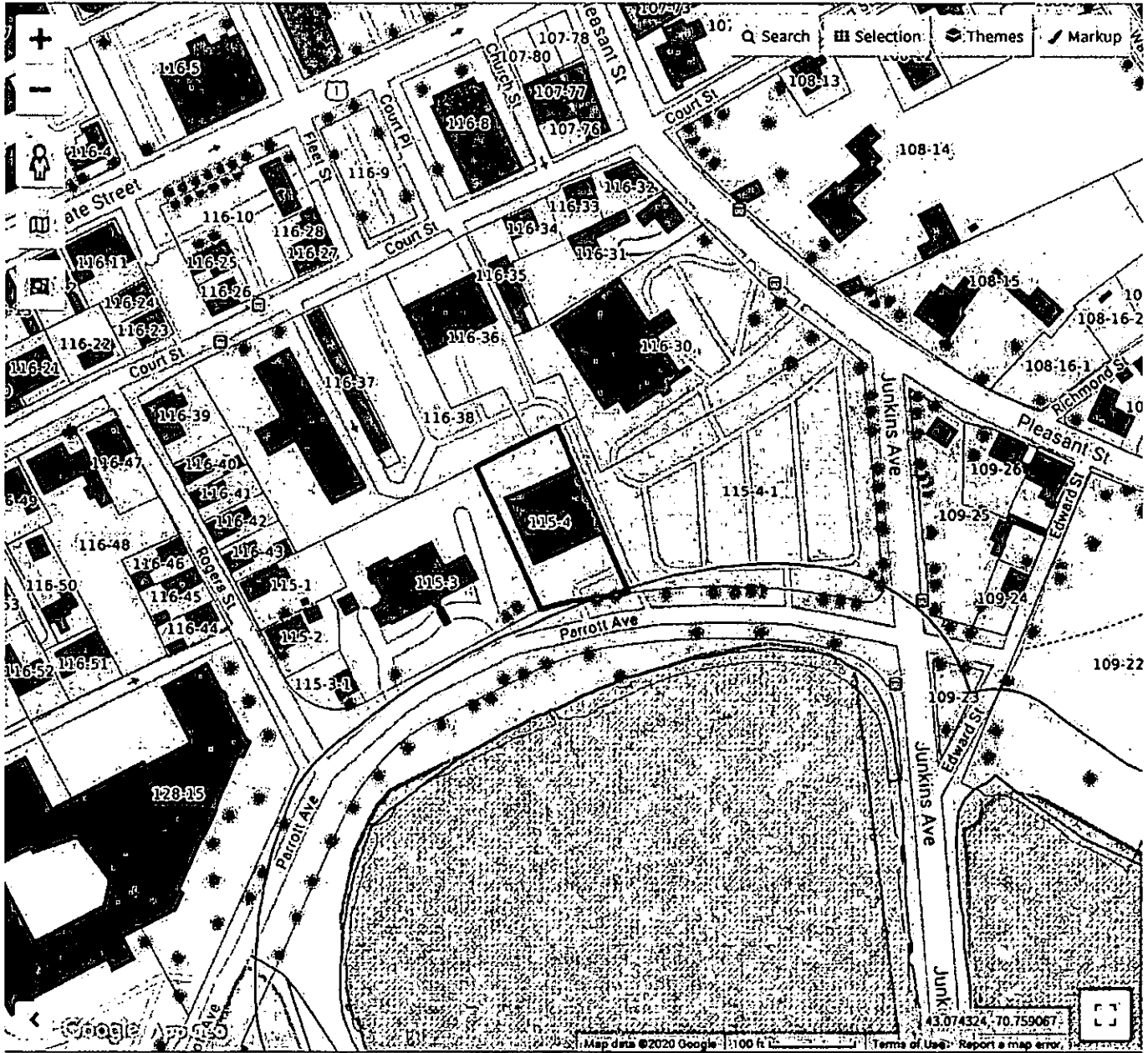
MWK/pe  
Attachment

Cc: Jared Nylund, Real Property Asset Manager



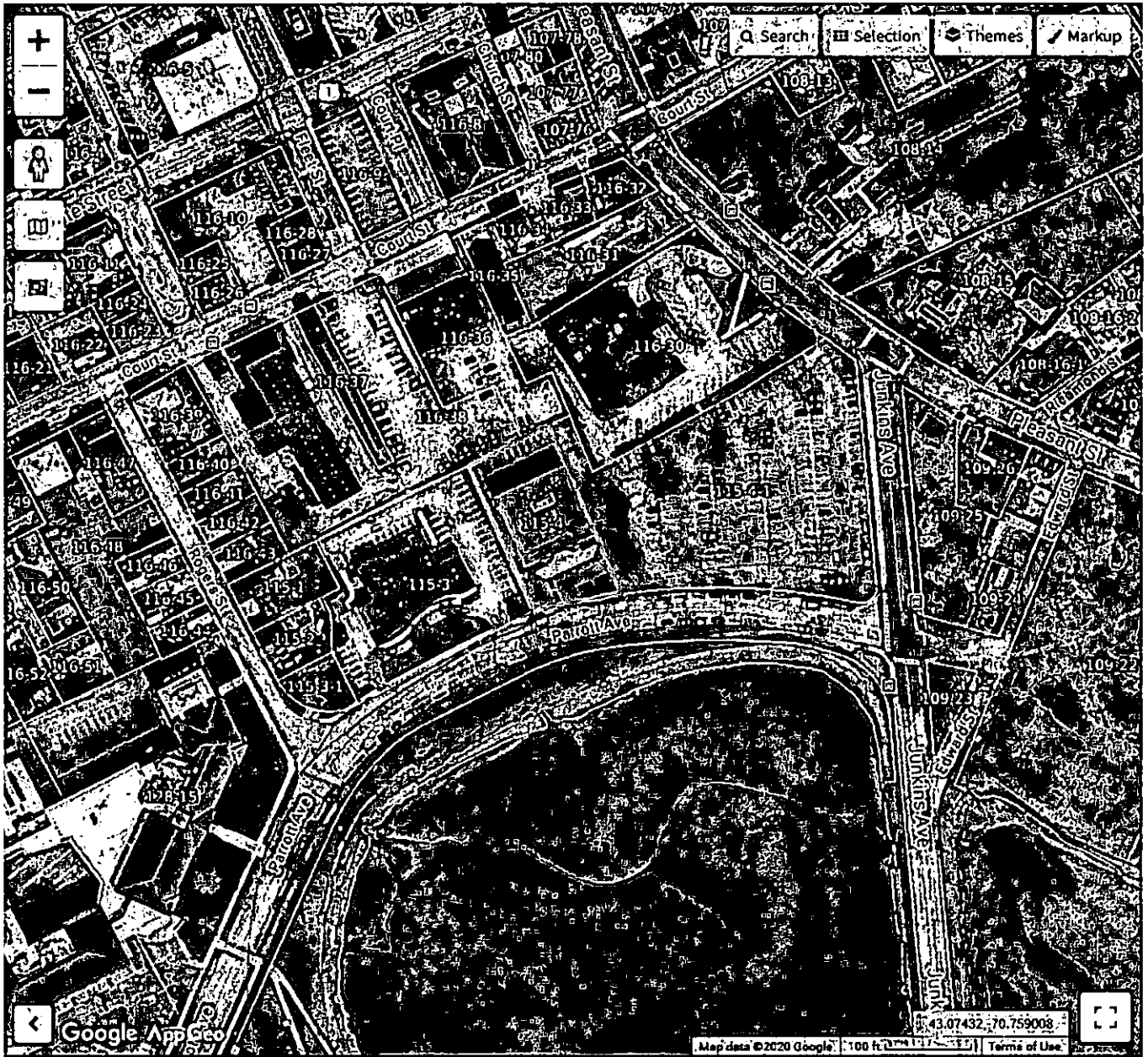
**General Location of Portsmouth District Courthouse Parcel  
111 Parrott Avenue, Portsmouth, NH**

**Google Maps**



Portsmouth District Courthouse Parcel  
111 Parrott Avenue, Portsmouth, NH  
(Tax Map 115, Lot 4)

Tax Map Detail  
(Proposed easement area located in upper left corner of parcel)



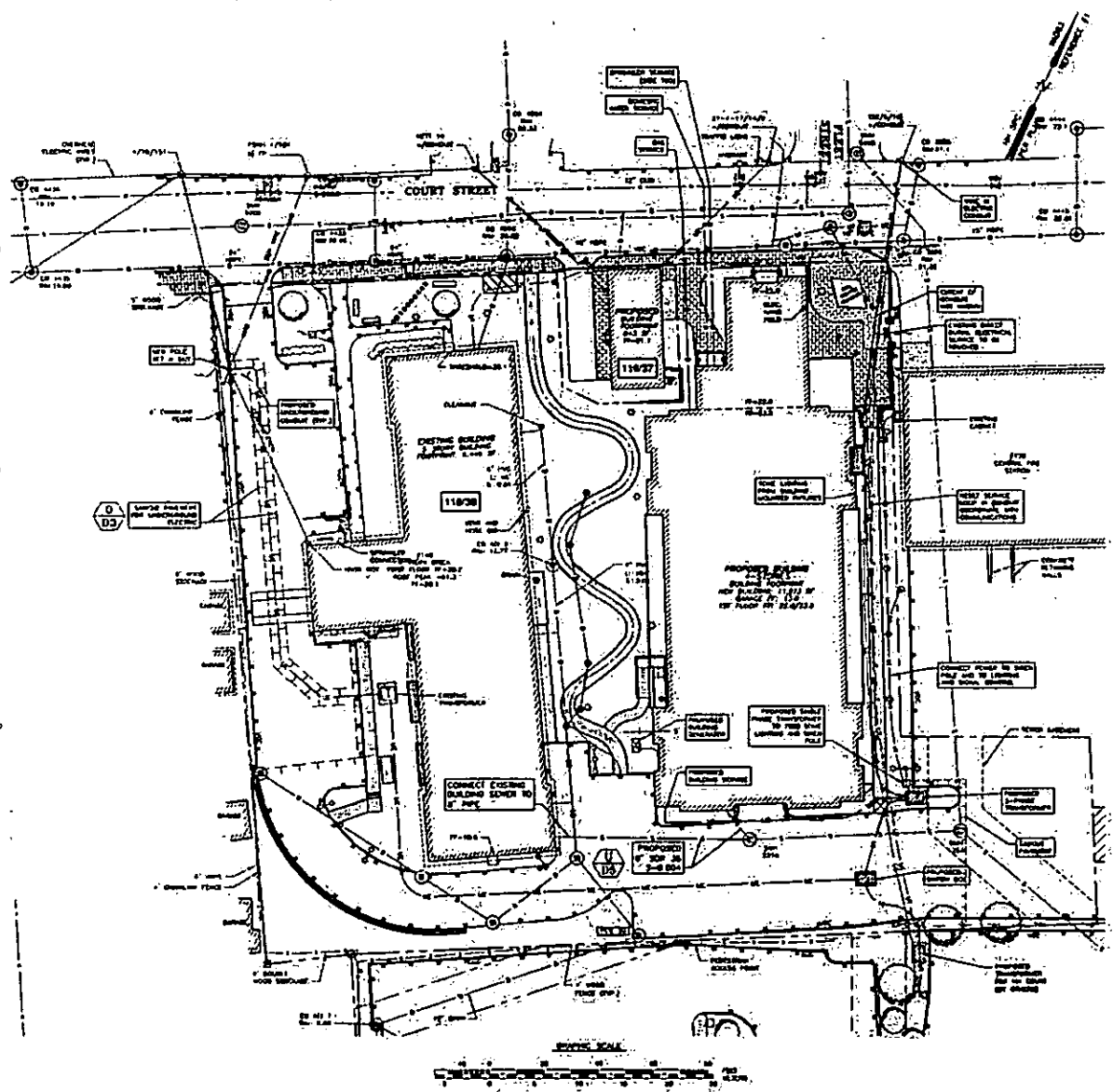
**Portsmouth District Courthouse Parcel  
111 Parrott Avenue, Portsmouth, NH**

Aerial View

**UTILITY NOTES:**

- 1) SEE PLUMBING CONDITIONS PLAN FOR STRUCTURAL INFORMATION
- 2) COORDINATE ALL UTILITY WORK WITH APPROPRIATE UTILITY.
- 3) SEE GASING AND CHASING PLAN FOR PROPOSED CHASING AND LICENSED TRENCHING REQUIREMENTS
- 4) ALL WATER MAIN INSTALLATIONS SHALL BE CLASS 52, POLYPROPYLENE CHASING LINED DUCTILE IRON PIPE
- 5) ALL WATER MAIN INSTALLATIONS SHALL BE PRESSURE TESTED AND CHLORINATED AFTER CONSTRUCTION AND BEFORE ACTUATING THE SYSTEM. CONTRACTOR SHALL COORDINATE WITH THE CITY OF PORTSMOUTH.
- 6) ALL SEWER PIPE SHALL BE PVC NEW 35 LBS/FT (8) SERVICE WEIGHT.
- 7) ALL WORK WITHIN CITY R.O.S. SHALL BE COORDINATED WITH CITY OF PORTSMOUTH.
- 8) CONTRACTOR SHALL MAINTAIN UTILITY SERVICES TO NEIGHBORING PROPERTIES THROUGHOUT CONSTRUCTION.
- 9) NEW CONNECTION TO EXISTING WATERMAIN SHALL BE CONSTRUCTED BY THE CITY OF PORTSMOUTH.
- 10) EXISTING UTILITIES TO BE RELOCATED SHALL BE CAPPED AT THE MAIN AND NOT THE TERMINATION OF PUBLIC WORKS STANDARDS FOR CAPPING OF MAINS AND NEW NETWORKS.
- 11) ALL ELECTRICAL MATERIALS EQUIPMENT SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE, LATEST EDITION, AND ALL APPLICABLE STATE AND LOCAL CODES.
- 12) THE EXACT LOCATION OF NEW UTILITY SERVICES AND CONNECTIONS SHALL BE DETERMINED BY SURVEYING, SHOWN ON THIS PLAN.
- 13) EXCEPT ALL UNRECORDED, CATCH BASINS, CATCH POINTS, ETC. SHALL LOCATE OF WORK TO THESE DATES.
- 14) ALL UNDERGROUND INSTALLATIONS SHALL HAVE PROTECTIVE COVERS TO FACILITATE FUTURE CARE.
- 15) THE CONTRACTOR SHALL OBTAIN, PAY FOR, AND COMPLY WITH ALL REQUIRED PERMITS, APPROVED FOR ALL JURISDICTIONS, AND SECURE COPIES OF UTILITIES LOCATED TO THE PROPERTY PRIOR TO THE COMPLETION OF PROJECT.
- 16) THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL MANHOLES, BOXES, FITTINGS, CONNECTIONS, GROUND PLATES AND OTHER NECESSARIES UNLESS NOT SPECIFICALLY DETAILED IN THESE DRAWINGS TO BEING INSTALLATIONS OF OTHERS' COMPLETE AND RESPONSIBILITY.
- 17) CONTRACTOR SHALL PROVIDE PROTECTION, REPAIRS, AND FILL AND CONNECTION FOR NATURAL GAS SERVICES.
- 18) A 10-FOOT WIDE AND 18" DEEP HORIZONTAL SECTION SHALL BE PROVIDED WITHIN ALL MAINS AND SERVICE LINES, UP TO EACH MAINLINE CROSSING OR SERVICE CONNECTION. THIS SHALL BE PROVIDED AT ALL INTERSECTIONS UNLESS OTHERWISE NOTED OTHERWISE.
- 19) SERVICE AND RETURN PIPING AND EQUIPMENT SHALL BE INSTALLED PER ALL ALL PROPOSED UTILITIES LOCATED - EXISTING PERMITS SHALL BE REVIEWED.
- 20) GUY WIRETS, MASTERS, ETC. SHALL MEET THE REQUIREMENTS OF THE CITY OF PORTSMOUTH.
- 21) EQUIPMENT TESTING OF SEWER CONSTRUCTION WITH THE CITY OF PORTSMOUTH.
- 22) ALL SEWER PIPES AND LINES SHALL BE INSTALLED.
- 23) CONTRACTOR SHALL EQUIPMENT ALL EXISTING WORK INCLUDING BUT NOT LIMITED TO CONDUIT INSTALLATION, MANHOLE CONSTRUCTION, UTILITY POLE CONSTRUCTION, OVERHEAD AND UNDERGROUND, AND NECESSARY CONSTRUCTION WITH POWER COMPANY.
- 24) CONTRACTOR SHALL MAINTAIN UTILITY CONSTRUCTION, PARTICULARLY WATER MAINS AND GAS MAINS CONSTRUCTION AS TO NEIGHBORING PROPERTIES. CONTRACTOR SHALL EQUIPMENT NEIGHBORING SERVICES TO ADJACENT PROPERTY OWNERS AND OFFICIALS OFFICERS.
- 25) ALL EXISTING UNDERGROUND CONDUIT LAYOUT AND EQUIPMENT FOR PROPOSED NEW SERVICES AND NEIGHBORING LINES AS PROVIDED BY THE PROJECT ELECTRICAL ENGINEER IN COORDINATION WITH THE CITY ENGINEER.
- 26) CONTRACTOR SHALL EQUIPMENT ALL UTILITIES AND CHASING TO BEING UP OF THE PROVISIONS AND CHASING THEM TO BEING UPON THEM TO BEING.
- 27) THE CONTRACTOR SHALL INSTALL THE SERVICE LINE AND MAINTAIN IN COMPLIANCE AND COORDINATION WITH (PARTIAL) OF PUBLIC WORKS.

PROPOSED SEWER CONNECTION			
STRUCTURE	NO.	NO. OF FEET	NO. OF FEET
MANHOLE	11827	1.00	1.00
CONDUIT		1.00	1.00
		1.00	1.00
		1.00	1.00



- NOTES:**
- 1) THE CONTRACTOR SHALL ADVISE THE CITY OF PORTSMOUTH AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.
  - 2) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE RECORDS AND ARE NOT FIELD TRUTH LOCATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SERVICE. UTILITY CONTRACTS SHALL BE REPORTED AT ONCE TO THE DESIGN ENGINEER.
  - 3) CONTRACTOR SHALL INSTALL AND MAINTAIN PROTECTIVE COVERS THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN PROTECTIVE COVERS THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN PROTECTIVE COVERS THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN PROTECTIVE COVERS THROUGHOUT CONSTRUCTION.
  - 4) ALL EXISTING MAINS AND SERVICE LINES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN PROTECTIVE COVERS THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN PROTECTIVE COVERS THROUGHOUT CONSTRUCTION.
  - 5) UTILITY RECORDS SHALL BE SUBMITTED TO THE CITY OF PORTSMOUTH (DEPARTMENT OF PUBLIC WORKS) UPON COMPLETION OF THE PROJECT.
  - 6) PROPOSED SEWER PLAN IS SHOWN ON THE DRAWINGS - SEE SHEET C5.
  - 7) THE CONTRACTOR SHALL HAVE A COMMERCIAL SITE SURVEY CONDUCTED BY A LICENSED SURVEYOR. THE CONTRACTOR SHALL HAVE A COMMERCIAL SITE SURVEY CONDUCTED BY A LICENSED SURVEYOR. THE CONTRACTOR SHALL HAVE A COMMERCIAL SITE SURVEY CONDUCTED BY A LICENSED SURVEYOR.

**PORTSMOUTH HOUSING AUTHORITY**  
**160 COURT STREET**  
**PORTSMOUTH, N.H.**

NO.	ISSUED FOR COMMENT	DATE
0	ISSUED FOR COMMENT	1/15/20

SCALE: 1" = 20' APRIL 2018

UTILITY PLAN **C5**

Return to:  
Public Service of NH  
Attn: Pauline Boire  
PO Box 330  
Manchester, NH 03105  
EBA- \_\_\_\_\_  
STORMS# 3371408  
Town: Portsmouth  
Tax Parcel ID: Map 115 Lot 4

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that 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 \_\_\_\_\_ 2020 (Meeting Agenda Item # \_\_\_\_\_), with a mailing address of Department of Administrative Services, Office of the Commissioner, 25 Capitol Street, Concord, New Hampshire 03301 (hereinafter the "Grantor"), for consideration paid, grants to **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE ("PSNH") d/b/a EVERSOURCE ENERGY**, a New Hampshire corporation duly established by law with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105, and its successors (collectively hereinafter the "Grantee"), with **QUITCLAIM COVENANTS**:

The **RIGHT and EASEMENT** to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove facilities which may consist of wires, cables, pipes, ducts, conduits, manholes, and such testing terminals, transformers and foundations and enclosures for the same, vaults, pedestals, repeaters, markers, and other equipment, for transmitting electric current and/or communications and intelligence, including, without limitation, a transformer unit to be numbered 4/19AT2A, and to do the necessary cutting and trimming of trees and brush, over and across the Easement Area (as defined herein) located within a parcel of land owned by the Grantor at **111 Parrott Avenue in Portsmouth, County of Rockingham, State of New Hampshire** (the "Premises").

Said "Easement Area" is more particularly described as follows:

Commencing at the northwest corner of the Premises; thence easterly fifteen (15) feet along the northerly boundary of the Premises to a point; thence turning southerly fifteen (15) feet to a point; thence turning westerly fifteen (15) feet to a point in the western boundary of the Premises; thence turning northerly fifteen (15) feet along the westerly boundary of the Premises to the point of beginning.



Meaning and intending to describe and convey an easement over a portion of the premises conveyed to Grantor by Quitclaim Deed of the City of Portsmouth dated October 5, 1989, recorded in the Rockingham County Registry of Deeds at Book 2811, Page 159.

Grantor also grants to Grantee the right to extend subsurface facilities from said Easement Area directly to abutting parcels of land situated to the north and west of the Easement Area in order to provide service to adjacent properties, if needed. Grantor further grants the right to lay, install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment extending from the Easement Area to any buildings or structures situated on the Premises in order to provide or upgrade electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access to the Easement Area from other land of the Grantor for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent portions of the Premises, provided that the land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such excavation, trenching, temporary placement, and backfilling; the right temporarily to enter adjoining portions of the Premises when working on said lines and associated equipment; and the right to install temporary aboveground lines for temporary periods over and across the Premises in order to provide continuity of service thereon when only underground line rights are requested. The Grantee shall have the right to install and maintain said distribution facilities upon the Premises without charge to the Grantor for the purpose of furnishing and upgrading electric utility service to the Grantor, and also for the purpose of serving customers on adjacent lands.

The Grantor for itself and its heirs, executors, administrators, successors and assigns, covenants and agrees that it will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature within the Easement Area and that it will not plant or permit to be planted any trees within said Easement Area.

The Grantee for itself and its successors covenants and agrees that its exercise of the rights granted herein shall not unreasonably interfere with the Grantor's use and enjoyment of the Premises.

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 Grantee shall be liable for payment of any real estate transfer tax imposed by RSA Chapter 78-B.

Witness the hand of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

STATE OF NEW HAMPSHIRE

By and through its

DEPARTMENT OF ADMINISTRATIVE SERVICES

BY: \_\_\_\_\_

Charles M. Arlinghaus, Commissioner  
Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Charles M. Arlinghaus, Commissioner of the Department of Administrative Services of the State of New Hampshire.

My Commission expires:

\_\_\_\_\_  
Notary Public/Justice of the Peace

**DRAFT**