

*Received by
Administrator on
9/24/19 per e-mail
from Adam Dumville
PGM*

Misc. Engineering
1832J/1832W – District 6 & Turnpikes
Spaulding Turnpike/US 4 –
Newington/Durham
(Electric Transmission Facilities)

USE AND OCCUPANCY AGREEMENT

1. The following entities shall be parties to this Agreement made in duplicate this 22ND day of JULY, 2019, and shall be bound by its provisions:
 - A. The PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY, hereinafter called the "Company", incorporated in the State of New Hampshire, having a principal place of business at 780 North Commercial Street, PO Box 330, Manchester, New Hampshire 03105-0330.
 - 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 Company, through its consultant, has submitted a set of plans to the State to be incorporated in the Excavation/Encroachment Permit for installation of facilities within the highway right-of-way; and the State has reviewed and approved these plans.
3. This Agreement covers the Use and Occupancy of the Limited Access Right-of-Way (LAROW) of the Spaulding Turnpike and US 4 as shown on the attached plans. Such occupancy having been granted by execution of this document and issuance of a pole license covers the installation of electric transmission facilities and an access gate at the location described as follows: the transmission crossing of the Spaulding Turnpike from the Company's easement across the LAROW to another easement located approximately 1,300 feet west of Gosling Road in the Town of Newington, County of Rockingham and the crossing of the LAROW of US 4 adjacent to and west of the Pan Am Railway as well as an access gate through the LAROW fence on the northern side of US 4 from Beech Hill Road and approximately 800 feet west of the railroad in the Town of Durham, County of Strafford, New Hampshire.

The approved plans titled SEACOAST RELIABILITY PROJECT REVISED ENVIRONMENTAL MAPS sheets 2 of 31 and 29 of 31 dated July 16, 2018 as prepared by NORMANDEAU ASSOCIATES Environmental Consultants and SINGLE CKT F107 BETWEEN STR. 8 & 9 dated March 17, 2015 and SINCLE CKT F107 BETWEEN STR. 130 & 131 dated March 17, 2015 with a revision date of June 28, 2019 as prepared by the Company are hereby incorporated in this Agreement.
4. The Company shall submit any proposed alterations to said plans in writing to the State for review and approval by the State.

5. The Company shall submit proof of Bonding and Insurance required for the Excavation/Encroachment Permit.
6. All materials supplied and work performed by the Company or its contractor in the installation of the electric transmission 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 satisfaction of the State.
7. The State has initiated the development of a Global Information System (GIS) to identify facilities, including drainage and utilities within the ROW. The Company shall submit 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 electric transmission facilities. The coordinates shall be submitted to the Chief of Design Services, NHDOT, 7 Hazen Drive, PO Box 483, Concord, NH, 03302.
8. The Company shall submit its written maintenance policies and procedures which are to be used for the inspection, repair, and maintenance of said facilities to the State for review and approval. Such procedures shall be approved by the State prior to initial operation of the constructed facilities.
9. The Company shall give the State a minimum of two (2) business days' notice of scheduled or nonscheduled maintenance of the electric transmission facilities except emergency repairs, for which the Company shall contact the State while such emergency repairs are being done. Regular maintenance, inspection, and updating by the Company shall not be conducted without prior notification to the State.
10. The costs and expenses for the installation and maintenance of the electric transmission facilities shall be the responsibility of the Company.
11. The Company or their contractor is solely responsible for the presence of their equipment along the State's LAROW. The Company agrees the installation shall be consistent with the State's right to access if necessary.
12. The Company agrees that access to the electric transmission 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, NHDOT Bureau of Turnpikes shall be notified and work will be scheduled with them.
 - b) Prior to working on or crossing the LAROW of US 4, NHDOT Bureau of Highway Maintenance District 6 shall be notified and work will be scheduled with them.
 - c) At all times when working within the Spaulding Turnpike and US 4, traffic control devices shall be provided by the Company as required by the State.

- d) Any and all work done by the Company at these locations shall conform to standards set by the State.
 - e) Additional requirements or modifications of the above may be further negotiated with and approved by the NHDOT Bureau of Turnpikes and/or NHDOT Bureau of Highway Maintenance District 6 and incorporated by reference.
13. The Use and Occupancy of the LAROW by the Company shall be at the sufferance of the State. The State may terminate this Agreement upon ten (10) days' notice in writing to the Company at the above address. Upon the termination of this Agreement pursuant to this paragraph, the Company shall have ninety (90) days to remove said electric transmission facilities and all appurtenances from the LAROW.
 14. The Company 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. Such relocation and adjustment shall be at the sole expense of the Company. 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 the Company 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.
 15. Where applicable, in accordance with RSA 72:23, I(b), this agreement is made between the parties subject to the condition that the Company shall pay all duly assessed personal and real estate taxes. Failure of the Company to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this agreement by the State. In accordance with the requirements of RSA 72:23, I(b), the Company shall be obligated to pay personal and real estate taxes on structures or improvements added.
 16. The Company agrees that the State, its agencies and their employees, agents, and representatives shall not incur any legal liability whatsoever to the Company for any damage to the electric transmission facilities or to any other property or employee of the Company or to any other person or entity hired by or affiliated with the Company resulting from or arising out of any ownership and use of and operations within the LAROW, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair.
 17. The Company 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 to comply with any utility-type commission's permitting, regulations, and guidelines, including all actions for indemnity and/or contribution, and including reasonable attorneys' fees, resulting from or arising out of any Company or State ownership, use of, and operations within the LAROW, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair of either the electric transmission

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 electric transmission facilities to provide service as intended by the Company.

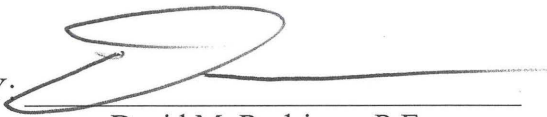
18. The Company shall, at the request of the State and at the expense of the Company, provide whatever protection is deemed necessary by the Company or by the State in the event the State performs any work on the highway, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair of the highway facilities.
19. Any damage to the LAROW and the highway facilities contained therein which, as determined by the State, is caused by, results from, or arises out of the installation, maintenance, or presence of the electric transmission facilities shall be repaired by the State. The Company shall fully compensate the State for all costs associated with the repair of any such damage.
20. Upon breach of any provision of this Agreement by the Company, the State may either (a) enforce the breach provision by means of an injunction proceeding, or (b) seek damages, including all consequential damages which arise out of the breach, or both. In any such action to enforce the Agreement or collect damages for its breach, the Company shall reimburse the State for all attorneys' fees reasonably incurred by the State in such action.
21. Notwithstanding any provision of this Agreement, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
22. 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 and the FHWA, if applicable.
23. 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 successors and assigns including all agencies, departments, bureaus, authorities, boards, commissions, and committees of the State.
24. 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.
25. The Company shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State, except that no consent shall be required for a transfer or assignment to a wholly owned subsidiary or affiliate of the Company or any parent company of the Company.

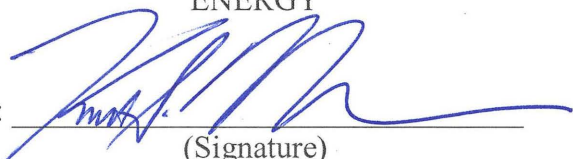
26. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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

PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE d/b/a EVERSOURCE
ENERGY

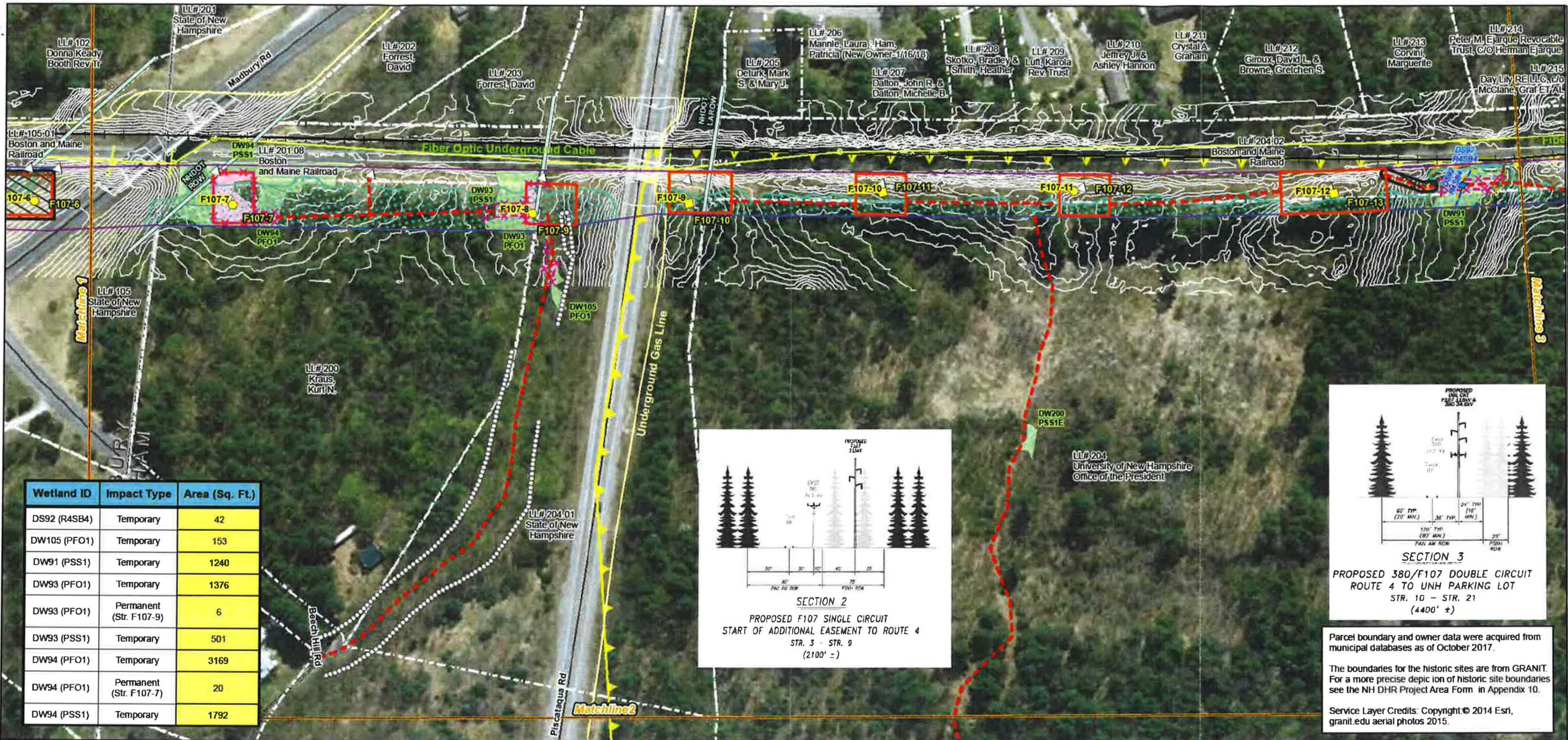
BY: 
David M. Rodrigue, P.E.
Director of Operations

BY: 
(Signature)

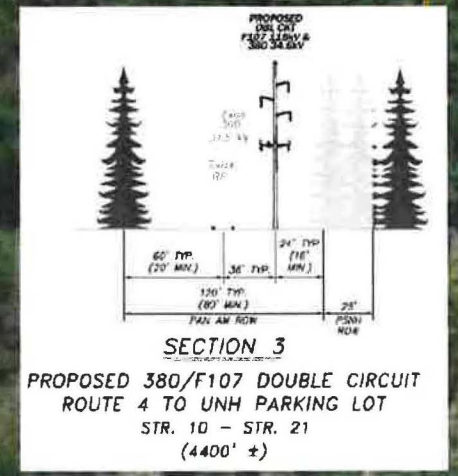
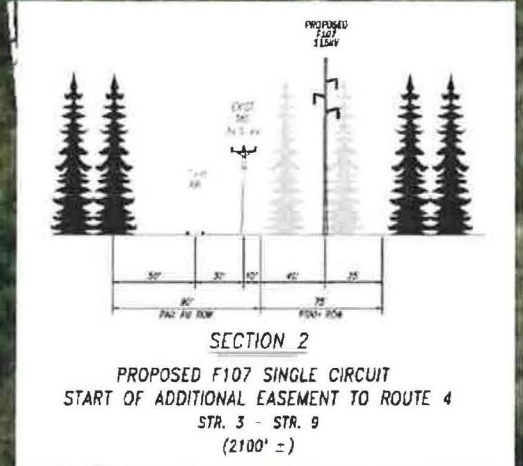
 JAM

KURT I. NELSON
(Typed or Printed Name)

SR. LICENSING & PERMITTING SPECIALIST
(Title)



Wetland ID	Impact Type	Area (Sq. Ft.)
DS92 (R4SB4)	Temporary	42
DW105 (PFO1)	Temporary	153
DW91 (PSS1)	Temporary	1240
DW93 (PFO1)	Temporary	1376
DW93 (PFO1)	Permanent (Str. F107-9)	6
DW93 (PSS1)	Temporary	501
DW94 (PFO1)	Temporary	3169
DW94 (PFO1)	Permanent (Str. F107-7)	20
DW94 (PSS1)	Temporary	1792



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

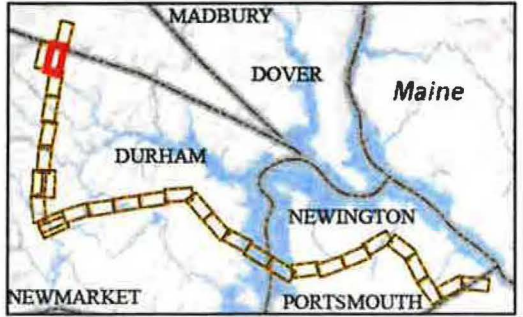
Service Layer Credits: Copyright © 2014 Esri, granit.edu aerial photos 2015.

Date: 7/25/2018

Drawn By: dpletter

Project No: 22860.003

<p>Approximate Parcel Boundary</p> <ul style="list-style-type: none"> PSNH Fee Area Project Corridor Work Pad <p>Roads</p> <ul style="list-style-type: none"> Local Not Maintained Private State Railroad Access Road Access Rd. Pending Owner Approval 	<ul style="list-style-type: none"> Existing Str (Remain) Existing Str (Removed/Modified) Underground Cable Silt Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Town Boundary 	<ul style="list-style-type: none"> Stream Centerline Stream Top of Bank Temporary Culvert Stonewall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain 	<ul style="list-style-type: none"> <all other values> Structures Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water
---	--	---	--



Path: J:\Projects\PSNH_F107\MXD\SRP_MapSet_Supplement4.mxd

EVERSOURCE ENERGY

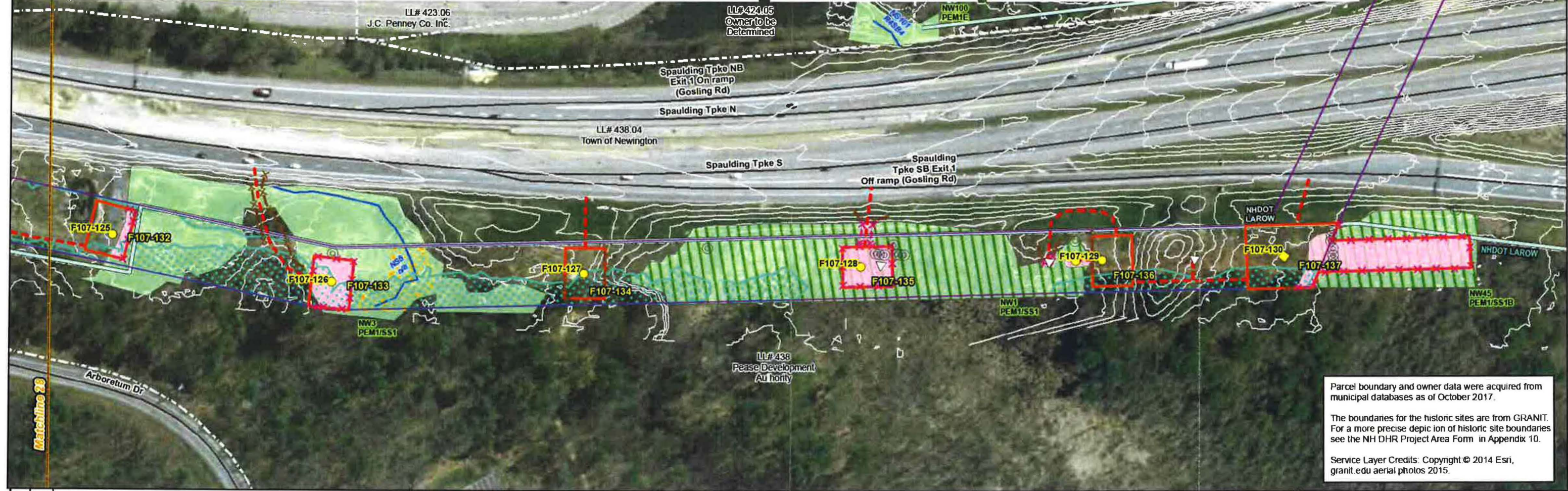
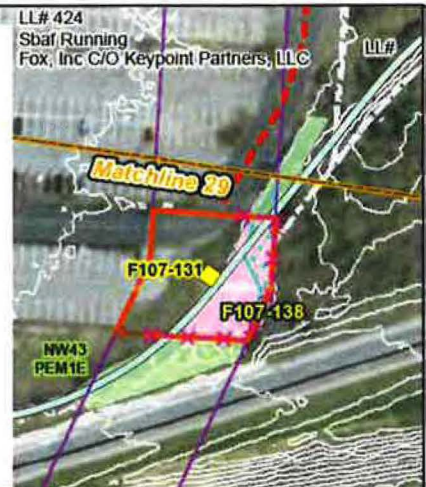
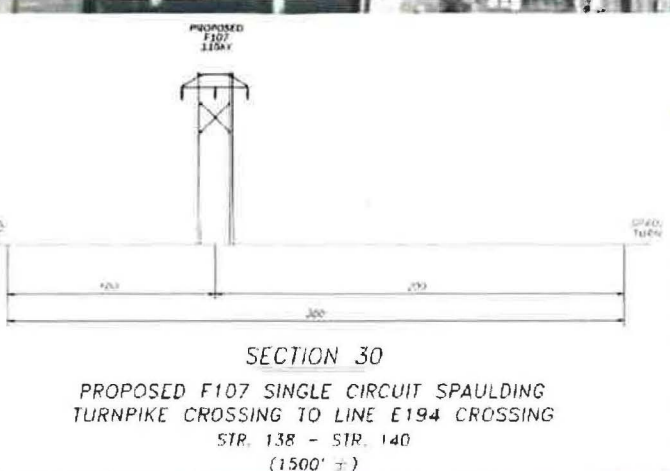
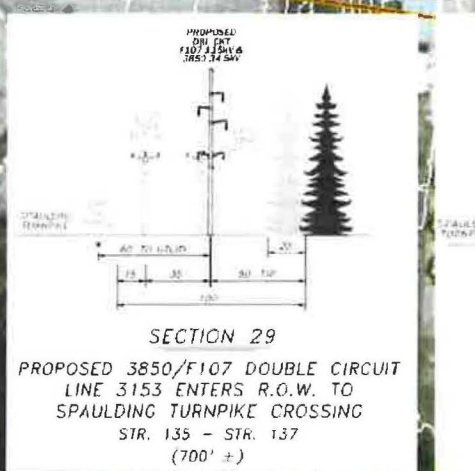
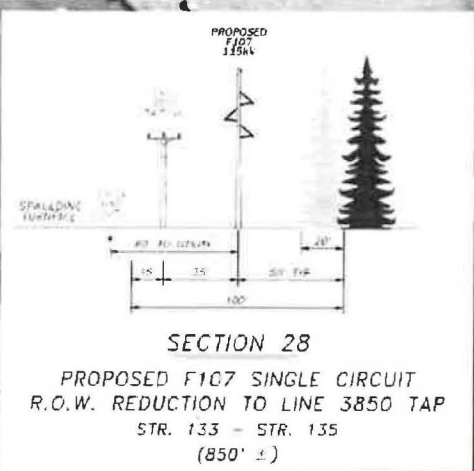
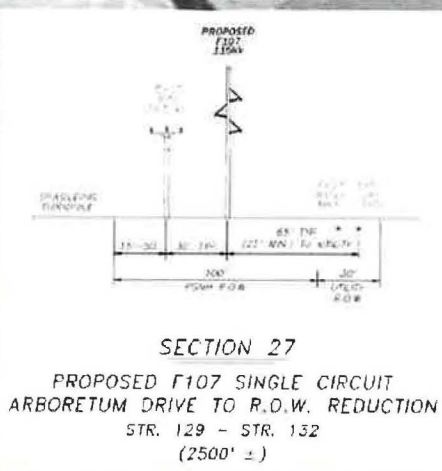
Seacoast Reliability Project

Revised Environmental Maps

7/16/18

Map 2 of 31

Wetland ID	Impact Type	Area (Sq. Ft.)
NW1 (PEM1/SS1)	Permanent (Str. F107-135)	20
NW1 (PEM1/SS1)	Temporary	6583
NW3 (PEM1/SS1)	Temporary	1256
NW3 (PEM1/SS1)	Temporary	4885
NW3 (PEM1/SS1)	Permanent (Str. F107-133)	20
NW43 (PEM1E)	Temporary	4101
NW43 (PEM1E)	Permanent (Str. F107-138)	0
NW45 (PEM1/SS1B)	Temporary	14112



Parcel boundary and owner data were acquired from municipal databases as of October 2017.

The boundaries for the historic sites are from GRANIT. For a more precise depiction of historic site boundaries see the NH DHR Project Area Form in Appendix 10.

Service Layer Credits: Copyright © 2014 Esri, granit.edu aerial photos 2015.

Drawn By: dpelletier
Date: 7/25/2018
Project No: 22860.003

<ul style="list-style-type: none"> Approximate Parcel Boundary PSNH Fee Area Project Corridor Work Pad Roads <ul style="list-style-type: none"> Local Not Maintained Private State Railroad Access Road Access Rd. Pending Owner Approval 	<ul style="list-style-type: none"> Existing Str (Remain) Existing Str (Removed/Modified) Underground Cable Silt Curtain Silt Fence, Hay Bale, Erosion Control Mix Berm Straw Wattle Wetland Prime Wetland Wetland Impact (PERM) Wetland Impact (TEMP) Town Boundary 	<ul style="list-style-type: none"> Stream Centerline Stream Top of Bank Temporary Culvert Stonewall alignment Temporary Mat Bridge NH DOT Right-of-way Historical Sites Designated River Buffer 250' Conservation Lands 100 Year Floodplain 	<ul style="list-style-type: none"> <all other values> Structures <ul style="list-style-type: none"> Direct Embed Drilled Pier Relocated Distribution Steep Slope BMPs Tree Clearing Stream Buffer 2ft Contour Tidal Buffer Zone Highest Observable Tide Line/Reference Line (4ft Contour) Mean Lower Low Water
--	--	---	---

Scale: 1 inch = 150 feet

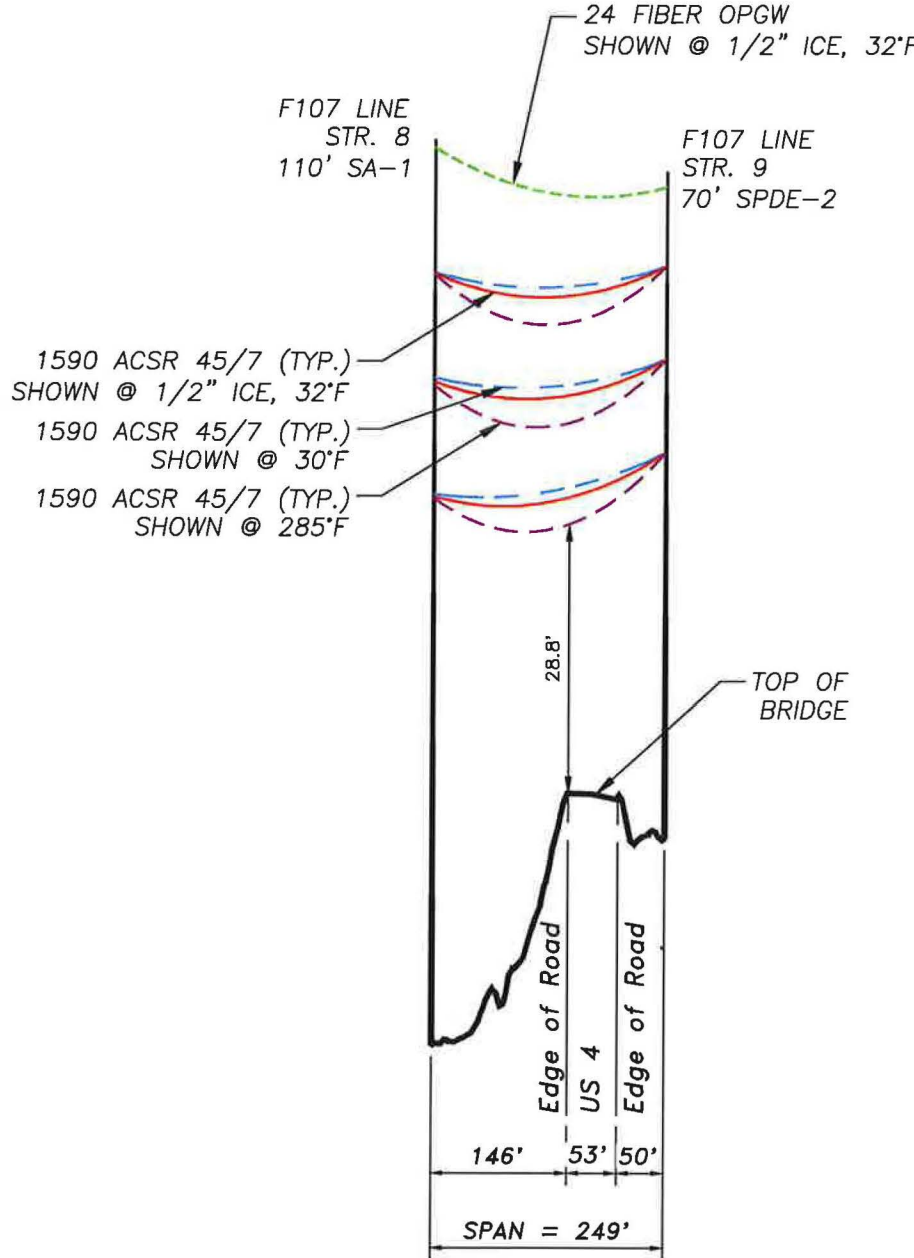
Seacoast Reliability Project

Revised Environmental Maps

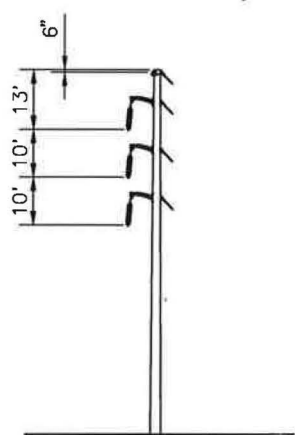
THIS PLAN FOR REFERENCE ONLY.
NO REPRESENTATION OR WARRANTY IS
MADE AS TO LOCATION OF
BOUNDARIES OR OTHER POINTS OF
REFERENCE. RIGHT OF WAY LOCATION
HAS BEEN SURVEYED AND PROVIDED
BY DOUCET SURVEY INC.



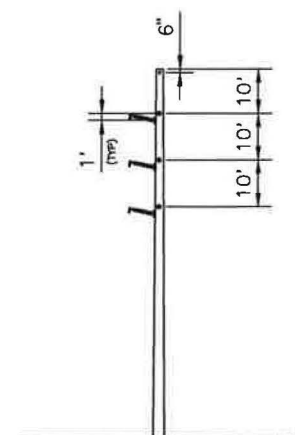
D U R H A M, N. H.



PROFILE
SCALE: 1"=200' HORIZ.
20' VERT.



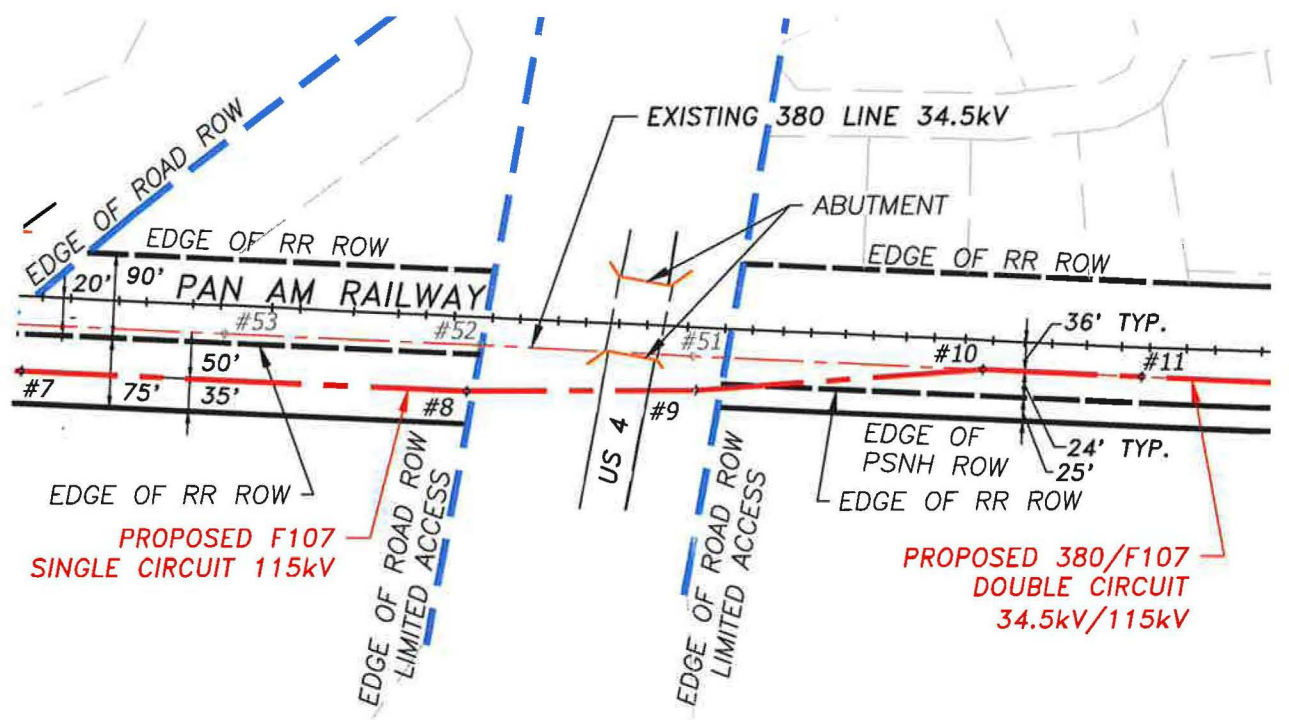
STRUCTURE 8
SINGLE POLE
TYPE SA-1



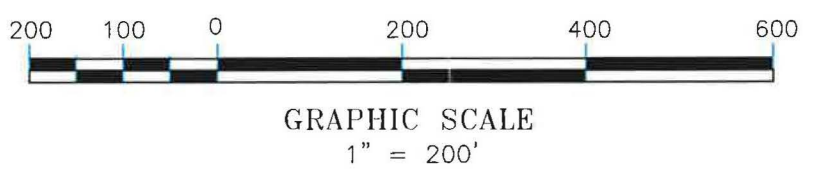
STRUCTURE 9
SINGLE POLE
TYPE SPDE-2

24 FIBER OPGW INSTALLED @ 4,500 LBS. NESC HVY. INITIAL
1590 ACSR 45/7 INSTALLED @ 11,400 LBS. NESC HVY. INITIAL

10	UPDATED STRUCTURE NUMBERS	2/18	SCF	APJ	-
9	ISSUED FOR 100% REVIEW WO# T1276A1	4/17	SCF	APJ	-
NO	REVISION	DATE	DRWN	CHKD	APPR



PLAN VIEW
SCALE: 1"=200'



GRAPHIC SCALE
1" = 200'

EVERSOURCE ENERGY		TRANSMISSION BUSINESS		10 T
DRAWN SCF		SINGLE CKT F107 BETWEEN STR. 8 & 9 US 4, DURHAM, NEW HAMPSHIRE		
ENGINEER KMS				
CHECKED APJ				
APPROVED	SCALE AS NOTED	DATE 3/17/15	SHEET 1 OF 1	DRAWING NO. F10740703

08/2012

6/28/2019 9:49 AM - SPENSCT - F10740713.DWG - F10740713

THIS PLAN FOR REFERENCE ONLY.
NO REPRESENTATION OR WARRANTY IS
MADE AS TO LOCATION OF
BOUNDARIES OR OTHER POINTS OF
REFERENCE. RIGHT OF WAY LOCATION
HAS BEEN SURVEYED AND PROVIDED
BY DOUCET SURVEY INC.

F107 LINE STR. 130
85' SS-H-FRAME-UB

19 # 10 A.W.
SHOWN @ 1/2" ICE, 32°F

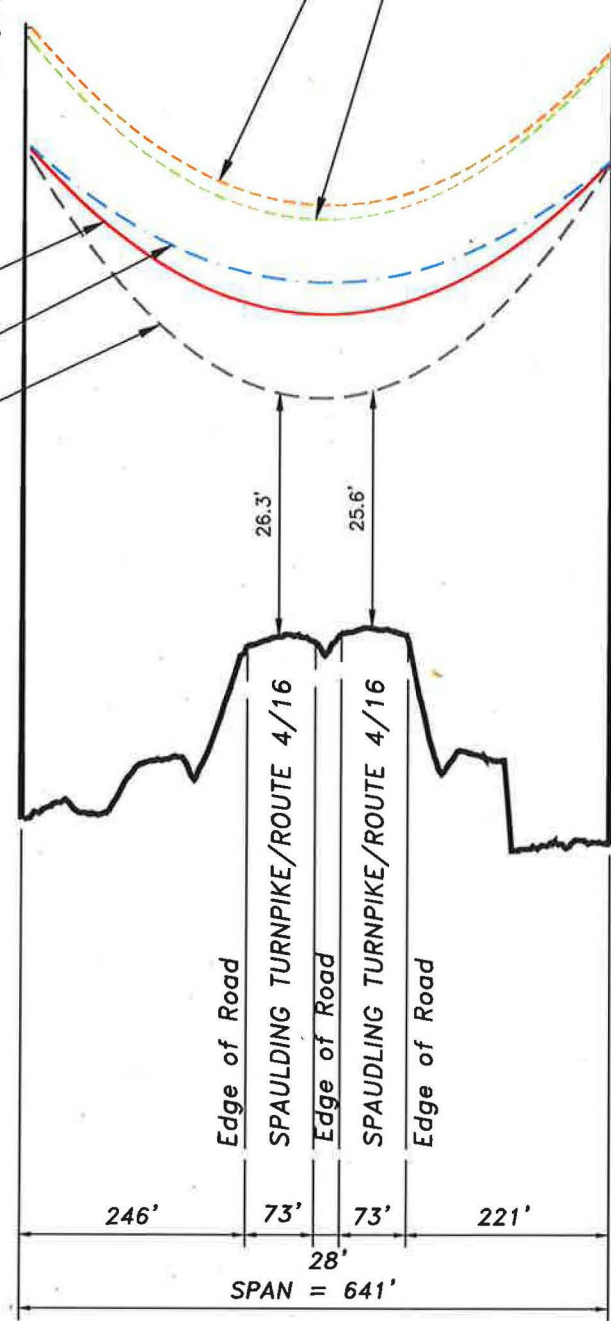
24 FIBER OPGW
SHOWN @ 1/2" ICE, 32°F

F107 LINE STR. 131
85' SS H-FRAME

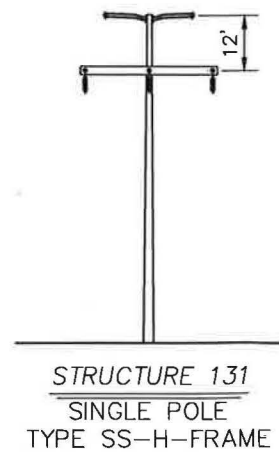
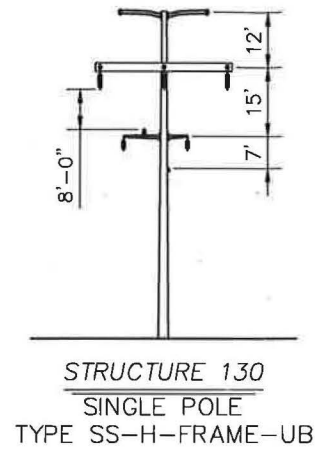
1590 ACSR 45/7 (TYP.)
SHOWN @ 1/2" ICE, 32°F

1590 ACSR 45/7 (TYP.)
SHOWN @ 30°F

1590 ACSR 45/7 (TYP.)
SHOWN @ 285°F



PROFILE
SCALE: 1"=200' HORIZ.
20' VERT.

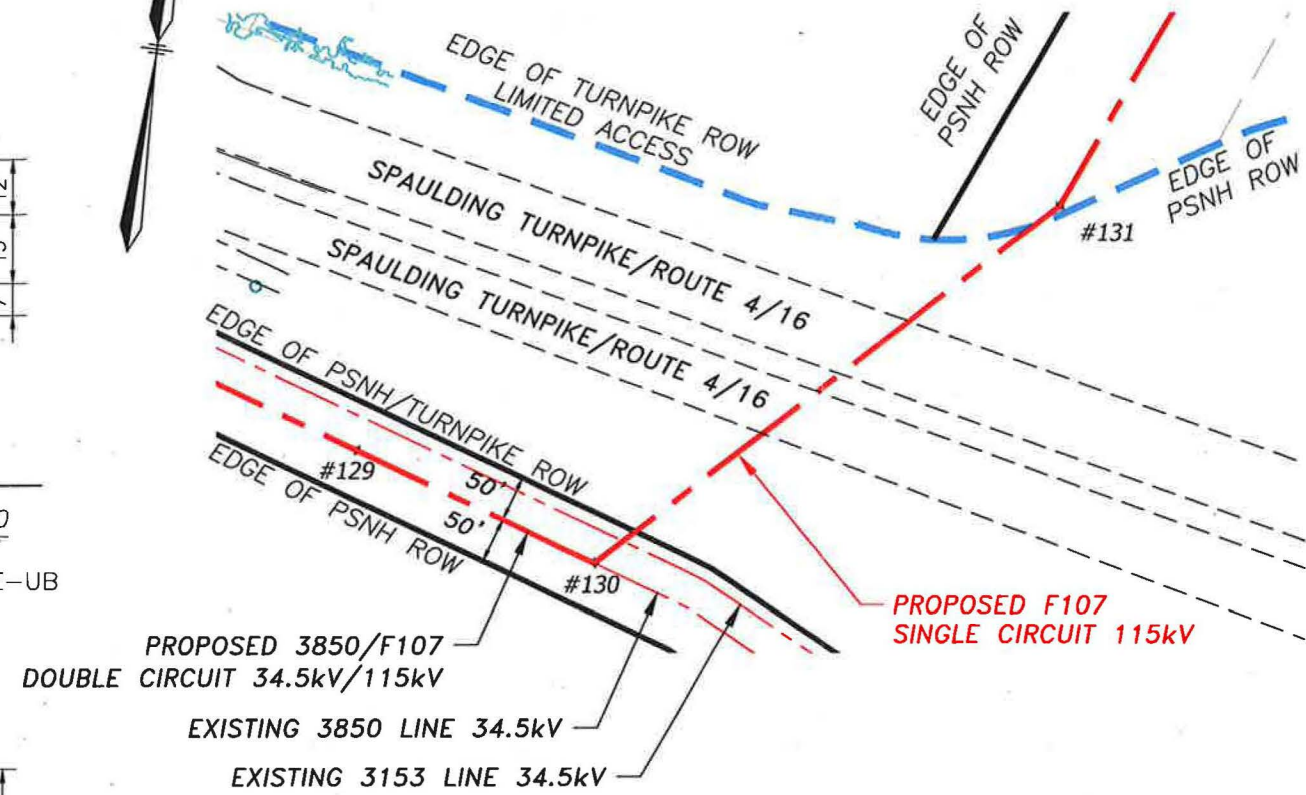


19 # 10 ALUMOWELD INSTALLED @ 4200 LBS. NESC HVY. INITIAL
24 FIBER OPGW INSTALLED @ 4,500 LBS. NESC HVY. INITIAL
1590 ACSR 45/7 INSTALLED @ 11,400 LBS. NESC HVY. INITIAL

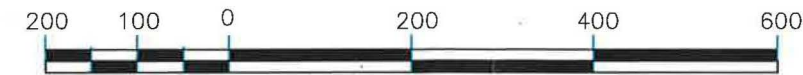
8	UPDATED F107 STRUCTURE NUMBERS	6/28/19	CTS	JRS	-
7	UPDATED STRUCTURE NUMBERS	2/18	SCF	APJ	-
NO.	REVISION	DATE	DRWN	CHKD	APPR



NEWINGTON, N. H.



PLAN VIEW
SCALE: 1"=200'



GRAPHIC SCALE
1" = 200'

EVERSOURCE ENERGY		TRANSMISSION BUSINESS		8	
DRAWN SCF		SINGLE CKT F107 BETWEEN STR. 130 & 131 SPAULDING TURNPIKE/ROUTE 4/16, NEWINGTON, NEW HAMPSHIRE			
ENGINEER KMS					
CHECKED APJ					
APPROVED		SCALE AS NOTED	DATE 3/17/15	SHEET 1 OF 1	DRAWING NO. F10740713