



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

Received by  
Administrator on  
9/20/19 per e-mail  
from Adam Dunville  
PGM

Date: August 27, 2019  
Permit No.: SPAU 10-20

**TURNPIKE ENCROACHMENT PERMIT**

1. Pursuant to RSA 230:46, 236:11 and 236:13 New Hampshire Revised Statutes Annotated and amendments thereto, permission is granted to disturb or encroach the Turnpike Right-of-Way in the City/Towns of (Newington) for the purpose of (Eversource Energy) (Construction and removal of temporary access roads in NH DOT Bureau of Turnpike's ROW for access to Eversource Energy's easement for relocation of the company's facilities). Reference the permit file for accessing the site location and other pertinent details.
  - A. (Eversource Energy) cannot initiate the relocation work prior to execution of the Use and Occupancy Agreement between the (Eversource Energy) and the Department.
  - B. A traffic control/construction sequencing plan and narrative shall be developed and submitted by (Eversource Energy) or their designee for approval by the Department.
  - C. No equipment shall be parked/stored on I-95 or Woodbury Ave roadway or shoulders without the traffic control package in place or outside of working hours.
  - D. Excavation areas shall be backfilled and compacted using mechanical means. The areas shall be repaved, re-loamed and seeded accordingly following NHDOT Specifications.
  - E. If required a Use and Occupancy Agreement, any additional requirements noted in the Use and Occupancy Agreement must also be adhered to.
2. The procedures and stipulations set forth within this permit are not intended to supersede or relieve (Eversource Energy) from complying with all applicable laws, regulations, codes or orders issued by the Department of Transportation or other appropriate agencies.
3. General Provisions:
  - a. All work permitted under this encroachment permit shall be conducted at all times in a manner that maintains safety and minimizes inconvenience to the traveling public and is in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

- b. Any aspect of the work described herein which has the potential to impact the free flow of traffic on any portion of the Turnpike system shall require the submittal of a MUTCD compliant Traffic Control Plan, prepared, signed and stamped by a licensed Professional Engineer licensed in the State of New Hampshire or a ATSSA Certified TCS/TCD professional. The Bureau of Turnpikes reserves the right to revise, alter and require additional safeguards to protect the safety of the traveling public or State property at any time. The Traffic Control Plan shall utilize uniformed officers as required and adhere to the MUTCD, as it may be amended from time to time.
  - c. Permittee agrees to indemnify and hold harmless the State of New Hampshire, its agents and employees from any and all claims arising from or which can be claimed to arise from the Traffic Control Plan.
  - d. No work shall be done on holidays or periods of restricted visibility.
  - e. All trees, fences, shrubbery, etc., shall be protected. All disturbed areas shall be restored to an improved condition. Predetermined trees will be allowed to be removed based on the submitted environmental document for temporary road access.
  - f. Any future surface distortion due to settlement or other causes attributable to installation or operation of this encroachment shall be corrected as required.
  - g. All excavated topsoil, or in the absence of topsoil the top six inches of soil, within the limits of state ROW shall be properly re-used within the limits of the Turnpike's ROW. All temporary stockpiles of the re-use material shall be located within the Turnpike's ROW, or as otherwise approved by the Turnpike's Administrator.
  - h. The Owner shall, upon completion, submit a completed set of "as-built" drawings to the Bureau of Turnpikes.
4. Special Provisions:
- a. **(Eversource Energy)** shall access the sites from the Turnpike (I-95) and Woodbury Ave.
  - b. **(Eversource Energy)** shall notify the New Hampshire Department of Transportation Public Information Officer, at Tel. #603-271-6495 of any work within the State Right-of-Way and provide all pertinent information to allow for sufficient public notice prior to any work within the Turnpike Right-of-Way being performed.
  - c. **(Eversource Energy)** shall notify in advance all emergency service potentially affected by the work including but not limited to fire, police, home security officials, ambulance and local hospitals. Notification shall include opportunity to review and comment on the traffic control plan and/or evacuation plan.
  - d. **THE BUREAU OF TURNPIKES SHALL BE NOTIFIED 2 BUSINESS DAYS VIA E-MAIL AT bureau70@dot.nh.gov and sam.newsom@dot.nh.gov in advance of the beginning of work with the following information: PERMIT #, DESCRIPTION OF WORK, TYPE OF TRAFFIC CONTROL (LANE CLOSURE,**

SHOULDER CLOSURE ETC.), ROADWAY AND LOCATION (EXAMPLE I-95 MILE MARKER 33.2-33.8), DATE OF WORK, TIME, RAIN DATE, FIELD CONTACT NAME AND CELL #, OFFICE CONTACT AND CELL#, AND DATE AND TIME OF WORK COMPLETION.

- e. Special attention is directed to Chapter 294 Statutes relative to underground utility damage prevention systems. **(Eversource Energy)** is required to notify "Dig Safe" at least 72 hours in advance of any excavation. (Tel: #1-888-DIG-SAFE).
  - f. All equipment and materials not part of the Traffic Control Plan shall be parked or stored a minimum of 30 feet from the paved roadway shoulders unless protected by guardrail or concrete barriers. **(Eversource Energy)** is required to utilize a uniformed officer with a cruiser throughout the duration of the work for the unloading and loading of the necessary equipment required for the operation.
  - g. The contractor's work shall be limited to **Day Time work only** Monday through Thursday between the hours of: **9:00 am and 3:00 pm** and Fridays between the hours of **9:00 am and noon**. All work beyond these limits shall require prior approval by the Administrator of Turnpikes.
5. I/We **(Eversource Energy)** agree:
- a. to defend, indemnify, and hold harmless the State, its agents and employees, from and against any and all losses suffered by the State, its agents or employees, and any and all claims arising from or which can be claimed to arise from performance under this permit.
  - b. to assume such additional costs as the State may incur by reason of failure of my/our agents to perform the work in the manner prescribed herein and in accordance with applicable plans and specifications, if any.
  - c. to obtain all required local, state and federal permits as required, adhere to all permit requirements and all applicable state, federal and local regulations and submit copies of all applicable permits to the Bureau of Turnpikes.
  - d. to defend, indemnify, and hold harmless the State, its agents and employees, from and against any action by local, state or federal agencies for failure to obtain and/or comply with any required permit as a result of this encroachment.
  - e. to reimburse the State of New Hampshire for the cost of State inspection services and administrative overhead assigned to this project for any emergency work required by the Turnpike forces or designated agents because of this encroachment.
  - f. that this permit is for the right of **(Construction and removal of temporary access roads in NH DOT Bureau of Turnpike's ROW for access to Eversource Energy's easement for relocation of the company's facilities)** of said **(Eversource Energy)** and is by sufferance only with the State reserving the right to require, in event of future alterations of the highway or highway right-of-way, certain alterations, relocations, or complete removal of said **(Eversource Energy)** and we, the owners agree to perform such work promptly at our own expense.

- g. to furnish a continuing Surety Bond naming the State as Obligee in the minimum amount of **\$75,000.00 (seventy-five thousand and no/100)** guaranteeing the fulfillment of the provisions, instructions and regulations herein prescribed and later instructions issued by the Administrator of Turnpikes during performance of the work and satisfactory maintenance of the disturbed areas for a period of two years following the acceptance of the project by the Owners.
- h. to furnish a Certificate of Insurance for General Liability for a minimum of **\$1,000,000 (one million dollars and no/100)**, Aggregate and Worker's Compensation and Employer's Liability for a minimum of **\$500,000 (five hundred thousand dollars and no/100)**.
- i. NHDOT reserves the right to revoke this permit for non-compliance of submitted plans, inadequate traffic control plan implementation or any other reason.

Petitioner: **Eversource Energy**  
 Address: **K13 Legends Drive**  
**Hooksett, NH 03101**

Phone: **603-634-2356**

Signatures: \_\_\_\_\_



Printed Name: **Kurt Nelson, Responsible Official.**

**(Eversource Energy)** having agreed to conform to all laws, regulations, standards, and codes applicable to the stipulations set forth in this permit are granted permission for the purpose of: **(Construction and removal of temporary access roads in NH DOT Bureau of Turnpike's ROW for access to Eversource Energy's easement for relocation of the company's facilities).** **Reference the permit file for accessing the site location and other pertinent details.**

State of New Hampshire  
 Department of Transportation

by: \_\_\_\_\_  
 John Corcoran  
 Administrator of Turnpikes

WORK TO BEGIN: **8/29/19**

WORK TO END: **8/28/20**

Distribution; John Corcoran  
 Dix Bailey  
 Kevin O'Neil  
 Permit File