



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

33 93

June 26, 2014

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

REQUESTED ACTION

1. Pursuant to RSA 4:40, effective upon Governor and Council approval, authorize the State of New Hampshire to convey a 50-foot wide submerged pipeline easement within the Squamscott River between Exeter and Stratham, as well as access and temporary construction easements, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, NH, for a segment of an interstate natural gas transmission pipeline.
2. Pursuant to RSA 4:40, III-a, authorize the Department of Justice to accept \$1,100 in administrative fees for deposit into the State's general fund.

EXPLANATION

GSGT has an existing 8-inch natural gas pipeline located on the river bed between Exeter and Stratham. The pipeline was constructed in 1956 and due to its age, the coating has become disbonded, requiring replacement of the pipeline.

The new pipeline will be installed via horizontal directional drilling (HDD) underneath and across the Squamscott River. It will connect to the existing pipeline at tie-in points on private property in Stratham and on the Town of Exeter's Wastewater Treatment Plant property in Exeter.

Approval of this easement request will retain an existing interstate energy supply. This segment of pipeline is part of the 86-mile interstate natural gas pipeline between Haverhill, MA and Portland, ME.

The towns of Exeter and Stratham have no objection to the proposed easement, based on their cooperative understandings reached with GSGT. This easement request was recommended for approval by the Council on Resources and Development (CORD) on April 10, 2014. The Long Range Capital Planning & Utilization Committee recommended approval of the request on May 13, 2014. The Attorney General's office has reviewed this item.

Sincerely,

Meredith A. Hatfield
Meredith A. Hatfield, Director
Office of Energy and Planning

MAH/SS
Attachments

Return to:
Maureen D. Smith, Esq.
Orr & Reno, PA
45 Main Street
PO Box 3550
Concord, NH 03302-3550

EASEMENT AGREEMENT

State of New Hampshire, with a mailing address of Office of Energy and Planning, 107 Pleasant Street, Concord, New Hampshire 03301 (“State”), pursuant to RSA 4:40, for consideration paid, grants to Granite State Gas Transmission, Inc., 6 Liberty Lane West, Hampton, New Hampshire 03842 (“GSGT”), with quitclaim covenants, the easements described in this Easement Agreement (“Easements”) for the purposes of preparing, drilling, laying, constructing, maintaining, operating, altering, improving, repairing, replacing and removing, and conforming with any federal, state or local requirements pertaining to natural gas pipelines and all related equipment, improvements, structures and appurtenances thereto, under and across a portion of the Squamscott River in the Town of Exeter in Strafford County and the Town of Stratham in Rockingham County, State of New Hampshire, in connection with the project known as the Granite State Gas Transmission Squamscott Replacement Project, as it may be altered from time to time (“Project”).

The following is a general description of the Easements granted under this Agreement:

- a. Natural Gas Pipeline Easement. A 50-foot wide exclusive easement for a natural gas pipeline in the approximate area shown on the plan attached to this Agreement as Exhibit A (“Pipeline Easement Area”).
- b. Access Easement. Non-exclusive access rights to the Pipeline Easement Area in, through, under and on the Squamscott River, its shoreline and riverbed (“Access Easement”). The Access Easement is as shown on the plan attached to this Agreement as Exhibit B, which is generally 180’ feet wide and extends from the surface of the river to all areas below the riverbed necessary to access the Project, in order to access the Pipeline Easement Area for the purpose of installing, repairing, replacing and maintaining the Project.
- c. Temporary Construction Easement. A temporary construction easement in, through and on the Squamscott River (from the mean high water mark on each shore of the river) and in, through and under the bed of the Squamscott River, as shown on the plan attached to this Agreement as Exhibit B, which is generally 180’ feet wide and extends from the surface of the river to all areas below the riverbed necessary to construct the Project, in order to access the Pipeline Easement Area for the purposes of drilling, preparing, constructing, laying and otherwise building or replacing the natural gas pipeline (“Temporary Construction Easement”).

The Temporary Construction Easement shall expire upon completion of the laying, construction and testing of the pipeline or upon receipt, completion or closure of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the natural gas pipeline as laid or replaced.

The parties agree as follows with regard to the Easements:

1. Purpose. The purpose of the Easements is to complete, repair, replace and maintain the Project, which means generally to construct a natural gas pipeline in the exclusive Pipeline Easement Area under the Squamscott River by boring underneath the river and connecting to replacement pipeline on either side of the Squamscott River, which currently exists on land owned by the Town of Exeter on the Exeter side of the river and on privately owned land on the Stratham side of the river. The Access Easement includes non-exclusive access rights in, through and under the Squamscott River for access to the Pipeline Easement Area to construct, monitor, repair, maintain and replace the natural gas pipeline. The Temporary Construction Easement shall extend on either side of the Pipeline Easement Area in the riverbed to allow for a temporary workspace contiguous to the natural gas pipeline when such is necessary for the purposes of preparing, drilling, laying, replacing and constructing the natural gas pipeline. The Temporary Construction Easement shall expire upon the later of (i) completion of the drilling, laying, constructing, replacing and testing the natural gas pipeline or (ii) upon receipt, completion or closure of all necessary permits, approvals and notifications of compliance from the appropriate jurisdictional regulatory agencies with respect to the natural gas pipeline as laid.
2. Granite State Gas Transmission Squamscott River Replacement Project. GSGT has submitted to the State a set of plans titled "Granite State Gas Transmission Squamscott River Replacement Project, dated January 21, 2014, which are incorporated into this Agreement for installation and replacement of the natural gas pipeline and associated improvements under the Squamscott River and the State has reviewed these plans ("Permitting Plans").

GSGT shall submit any proposed alterations to the Permitting Plans in writing to the State for review by the State.

Within 6 months of the completion of the Project, GSGT shall prepare an as-built plan in a manner sufficient for recording in the Registry of Deeds that shows the location of the Pipeline Easement Area and the Access Easement and shall record such plan in the Strafford and Rockingham County Registry of Deeds, as well as deliver a copy of such plan to the State.

3. Reservation of Rights by State. The State reserves the right to fully use and enjoy the Squamscott River, subject to the rights and privileges herein granted to GSGT, provided, however that GSGT shall have the right hereafter to keep clear all obstructions that may injure, endanger or interfere with the Pipeline Easement and the exercise of its rights granted in this Agreement. GSGT agrees that after construction of the natural gas pipeline is complete, 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 Pipeline Easement Area without prior written consent of the State.

4. Easements Subject to the Public Trust. Given that the Easements are over, under, on and through the Squamscott River and submerged land owned by the State, which are held in the public trust, all rights granted under this easement are subject to the public trust.
5. GSGT's Rights. GSGT shall have all privileges convenient for the full use of the rights granted in this Agreement, together with ingress and egress by any reasonable method, to the Pipeline Easement Area.
6. No Interference. The State 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 Pipeline Easement Area without prior written consent of GSGT, which consent shall not be unreasonably withheld.
7. GSGT's Obligations. GSGT agrees to the following obligations regarding the Easements:
 - a. GSGT, by the acceptance hereof, agrees to pay for damages to landscaping, fences, existing improvements and all other personal property which may arise from preparing, drilling, laying, constructing, maintaining, operating, altering, improving, repairing, changing the size of, replacing or removing said pipelines and shall restore all landscaping, and fill, grade and restore the surface area of the Pipeline Easement Area.
 - b. GSGT agrees that all construction, use, maintenance, repair and reconstruction within the Pipeline Easement Area shall be performed at a time and under conditions reasonably acceptable to the State.
 - c. GSGT agrees that it is liable for the cost of all construction, use, maintenance, repair and reconstruction within the area of each of the Easements. Such liability shall include but not be limited to the cost of all on-site inspectors or other representatives of the State.
 - d. GSGT agrees to pay for and obtain before construction, maintenance, repair or reconstruction may begin within the area of each of the Easements any and all other permissions, permits and licenses required by Federal, State, County or local governments, their agencies or boards, or any public subdivision thereof.
 - e. GSGT shall defend, indemnify and hold harmless the State, its officers, agents and employees, from and against all losses suffered by the State, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of GSGT or from the use, maintenance, installation, removal or existence of this facility (the facility meaning the natural gas pipeline and any associated work or appurtenances made thereon), and

notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State.

- f. GSGT further agrees that its contractor shall obtain and keep in force during construction, maintenance, repair and reconstruction within the Pipeline Easement Area and to pay the premiums on the following policy or policies of insurance covering the easement, designating the State of New Hampshire as an additional insured:

Contractors' Public and Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

Contractors' Protective Public and Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

- g. After satisfactory construction, maintenance, repair or reconstruction of the natural gas pipeline, GSGT further agrees to pay for and obtain and keep in force for the life of the Easements, the following policy or policies of insurance covering the Easements, designating the State of New Hampshire as an additional insured:

Bodily Injury and Property Damage Liability: \$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

- h. GSGT and its contractor (under section f above) shall provide to the State a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire is named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the State and the Named Insured." GSGT retains the right to self insure its coverages and in such event, GSGT may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance certificates issued by insurance companies, which shall include the language detailed above, designating the State of New Hampshire as an additional insured.

- 8. Default. GSGT shall be considered in default of its obligations if GSGT fails to perform any covenant of this Agreement. Upon the occurrence of default, the State shall give GSGT written notice specifying the Event of Default and a reasonable time frame when GSGT must remedy the Event of Default. In the absence of any specification of time, thirty (30) days from the date of notice shall be the time frame. If the Event of Default is not timely remedied, GSGT agrees to reimburse the State any costs that are incurred to remedy GSGT's acts or omissions that have resulted in the Event of Default, including reasonable attorneys' fees.

- 9. Run with the Land. The covenants and restrictions set forth here will run with and bind the land upon which the Easement are located in perpetuity from the date hereof and will

inure to the benefit of and be enforceable by the parties and their respective legal representatives, heirs, successors and assigns.

10. Assignment. The Easements are being conveyed to GSGT for the exclusive use and occupation of the Project and may only be sold, leased or assigned to a successor in interest for this specific purpose. The Easements may be divided among two or more owners, assignees and/or tenants as to any obligations or rights created hereunder, so that each owner, assignee and/or tenant shall have the full rights, obligations and privileges set out in this Agreement, to be owned and enjoyed either in common or severally, but only for the specific purpose of use and occupation of the Project.

Notice of such assignment, sale and/or lease by GSGT shall be provided to the State no less than 90 days prior to the date of assignment, sale or lease.

11. Contact. The Office of Energy and Planning shall be the State's contact for this Easement and all notices required under this Agreement shall be sent to the following:

Director
NH Office of Energy and Planning
Governor Hugh J. Gallen Office Park
Johnson Hall, 3rd Floor
107 Pleasant Street
Concord, NH 03301

12. Integration. It is agreed that this Agreement as written above covers all of the agreements between the parties and that no other representations have been made modifying, adding to or changing the terms of the same.

[THE REMAINDER OF THE PAGE IS LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS]

TO HAVE AND TO HOLD said premises to GSGT, its successors and assigns forever the use and purposes herein before described.

IN WITNESS WHEREOF, THE STATE OF NEW HAMPSHIRE _____ has executed this easement for a natural gas pipeline by its duly authorized agent on this _____ day of _____, 2014.

STATE OF NEW HAMPSHIRE

By: _____
Margaret Wood Hassan
Governor, State of New Hampshire

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

This instrument was acknowledged before me on _____, 2014 by _____ as _____ on behalf of the State of New Hampshire.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

The foregoing Easement, having been reviewed by this Office, is approved as to form, substance and execution on _____, 2014.

OFFICE OF THE ATTORNEY GENERAL

By: _____

Approved by New Hampshire Council on Resources and Development on _____, 2014.

Approved by Long Range Capital Planning and Utilization Committee on _____, 2014.

Approved by Governor and Executive Council on _____, 2014, Item # _____.

ACCEPTED:

GRANITE STATE GAS TRANSMISSION, INC.

By: _____
Its _____, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on _____, 2014 by
_____ as _____ of Granite State Gas
Transmission, Inc.

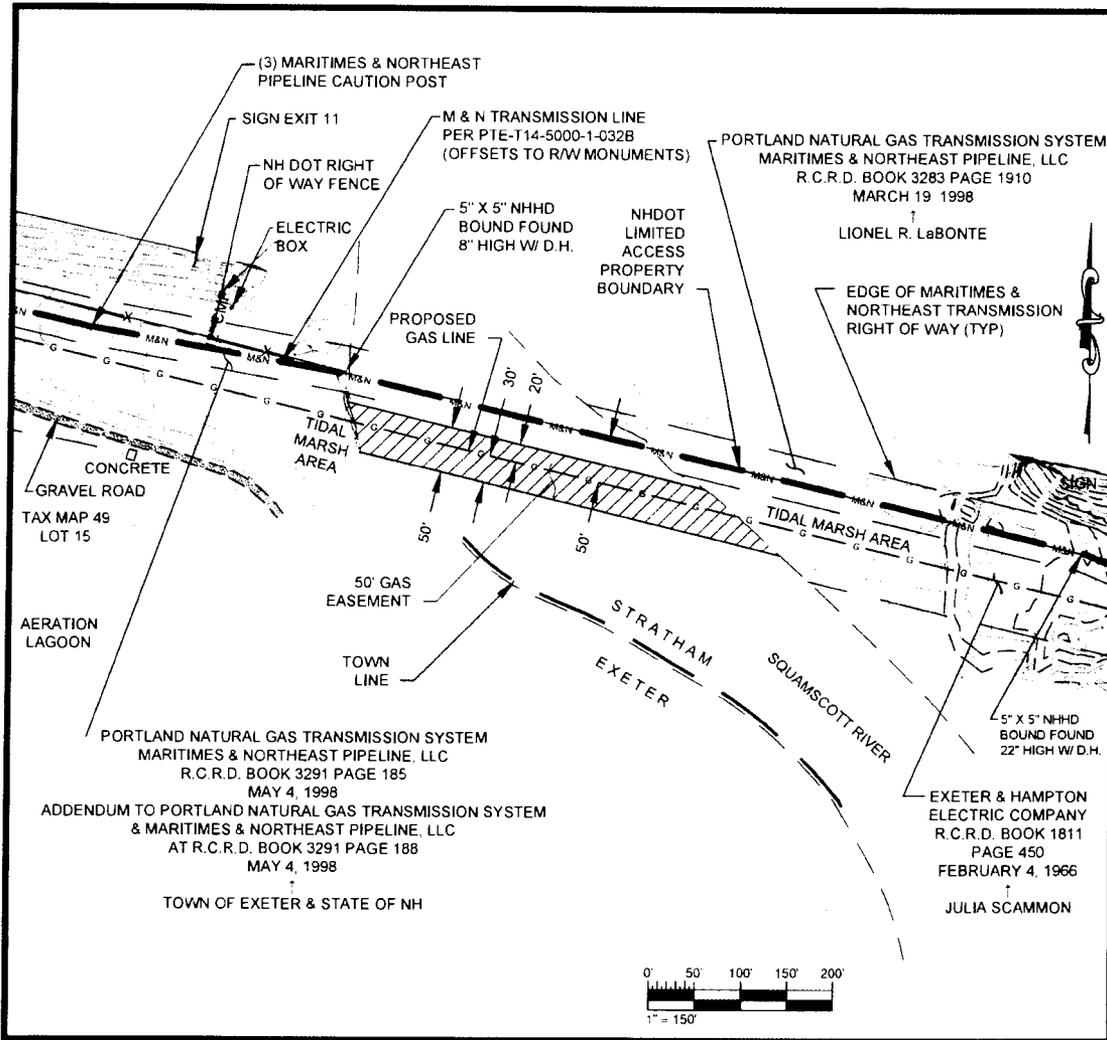
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

1163436_1.DOC

EXHIBIT A

PLAN SHOWING THE LOCATION OF THE PIPELINE EASEMENT AREA



amec
 ENVIRONMENT & INFRASTRUCTURE, INC.
 271 MILL ROAD
 CHELMSFORD MASSACHUSETTS 01824
 TELEPHONE: (978) 692-9090
 FAX: (978) 692-6633
 WEB: WWW.AMEC.COM

CLIENT:
UNITIL SERVICE CORPORATION
 325 WEST ROAD
 PORTSMOUTH, NH 03801

Unitil
 Granite State Gas Transmission

REV	DATE	DESCRIPTION

ISSUE / REVISION:

PROJECT:
 UNITIL - GRANITE STATE GAS TRANSMISSION SQUAMSCOTT REPLACEMENT PROJECT
 DISBONDED COATING PIPELINE REPLACEMENT

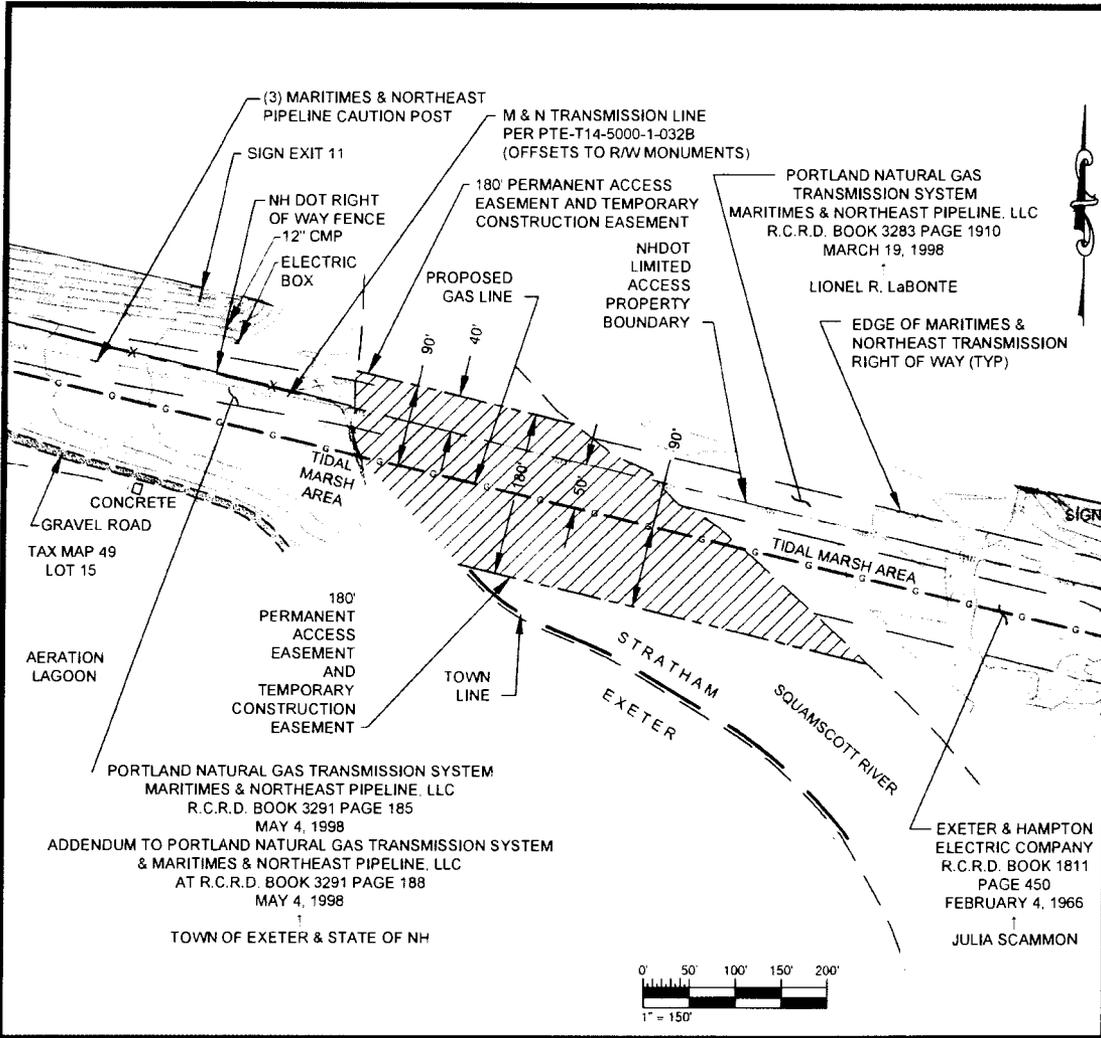
DESIGNED BY: SH	DRAWN BY: DED
CHECKED BY: SH	DATE: JUNE 2014
SCALE: AS SHOWN	ISSUE / REVISION: 0
PROJECT NUMBER: 7773130108	

TITLE:
EXHIBIT A
PIPELINE EASEMENT

FIGURE NUMBER:
 1

EXHIBIT B
PLAN SHOWING THE LOCATION OF THE ACCESS EASEMENT
AND THE TEMPORARY CONSTRUCTION EASEMENT

1163436_1.DOC



amec
 ENVIRONMENT & INFRASTRUCTURE, INC.
 271 MILL ROAD
 CHELMSFORD MASSACHUSETTS 01824
 TELEPHONE: (978) 692-9090
 FAX: (978) 692-6633
 WEB: WWW.AMEC.COM

CLIENT:
UNITIL SERVICE CORPORATION
 325 WEST ROAD
 PORTSMOUTH, NH 03801

 Granite State Gas Transmission

REV	DATE	DESCRIPTION

ISSUE / REVISION:

PROJECT:
 UNITIL - GRANITE STATE GAS TRANSMISSION
 SQUAMSCOTT REPLACEMENT PROJECT
 DISBONDED COATING PIPELINE REPLACEMENT

DESIGNED BY: SH	DRAWN BY: DED
CHECKED BY: SH	DATE: JUNE 2014
SCALE: AS SHOWN	ISSUE / REVISION: 0

PROJECT NUMBER:
7773130108

TITLE: **EXHIBIT B**
ACCESS AND TEMPORARY
CONSTRUCTION
EASEMENTS

FIGURE NUMBER:
1

Site Aerial Map

Unitil
Granite State Gas Transmission
Squamscott Replacement Project
Stratham, New Hampshire

Location of Site

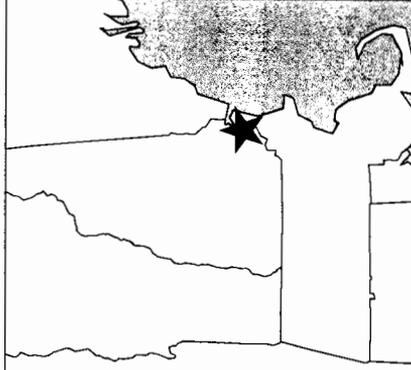


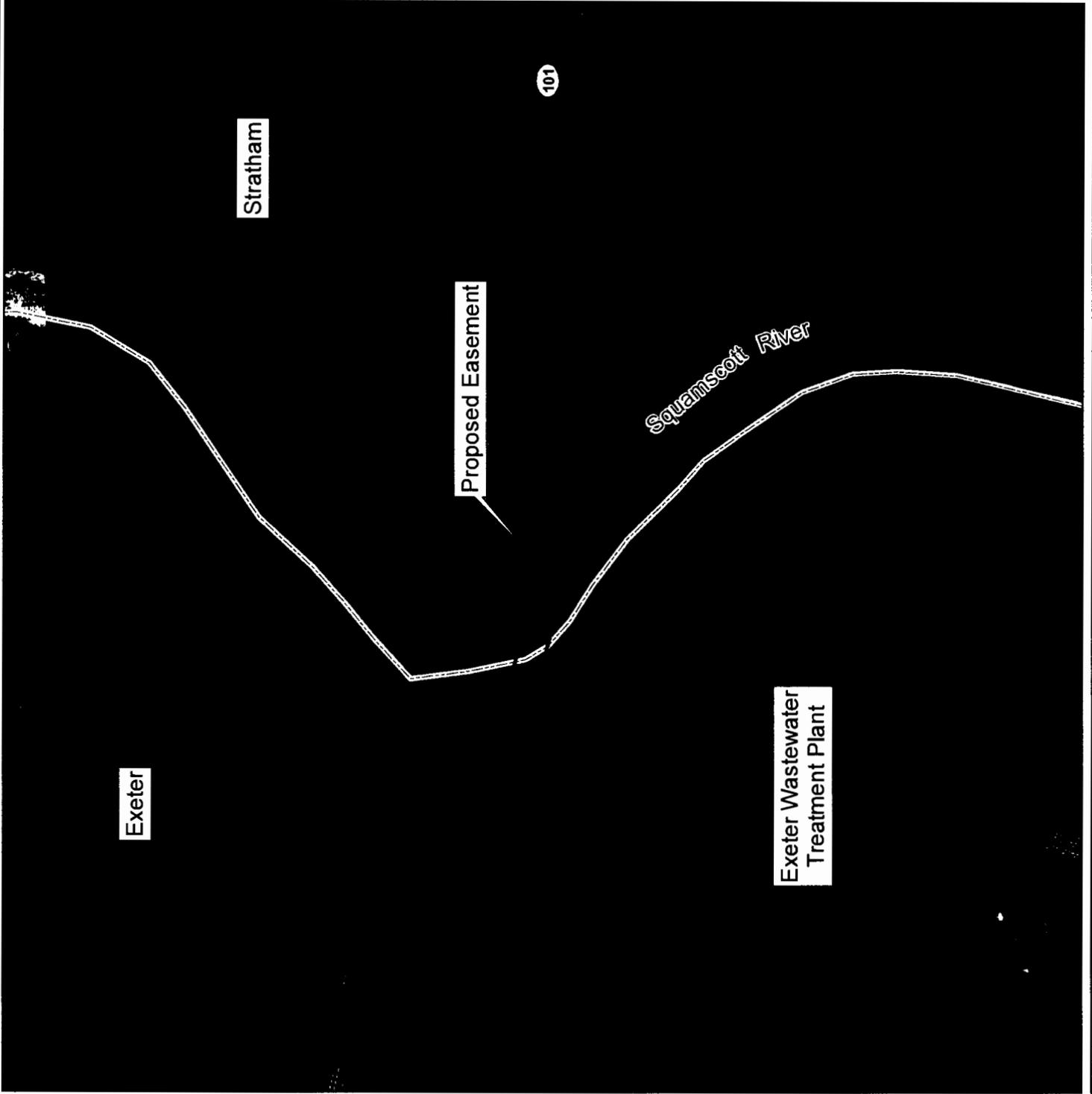
FIGURE 2

- Proposed Easement
- Town Boundary



ameco
AMEC Environment & Infrastructure, Inc.
2 Robbins Road
Westford, MA 01886
(978) 692-9090

Aerial data by ESRI.





Christopher M. Drumme
M&N Operating Company, LLC
547 Lincoln Street
Richmond, ME 04357

January 6, 2014

Dear Mr. Drumme and Ms. Perry:

**Granite State Gas Transmission Co., Inc.
Memorandum of Understanding on Pipeline Realignment/Collocation**

This letter is intended to summarize the principal terms of the understanding reached among representatives for Granite State Gas Transmission Co., Inc. ("GSGT"), Spectra Energy, Inc., by and through M&N Operating Company, LLC ("M&N") and the Town of Exeter ("Town") (collectively referred to as "Parties") regarding replacement, realignment and collocation of a segment of disbonded GSGT interstate natural gas pipeline in Exeter, NH. The proposed project would realign the pipeline on Town and private property and collocate with the M&N 30-inch pipeline on either side of the Squamscott River. The Parties agree that the route has been sufficiently described and generally deemed to be acceptable. The Parties also agree that GSGT should proceed with preparation of a draft agreement for execution by the Parties' authorized representatives, should submit federal, state and local permit applications for approval of the project and prepare any necessary ancillary agreements and easements necessary to consummate the relocation.

The proposed route for realignment and collocation is described in Exhibit 1, which is keyed to plans previously provided to you. GSGT will provide detailed plans confirming the route described in Exhibit 1, as discussed and agreed by the Parties.

The Parties' general agreement to the route and collocation is subject to several conditions requested by M&N and Town representatives. First, with regard to the Horizontal Directional Drill (HDD) portion of the route, GSGT will revisit the extent of separation between the GSGT and M&N pipelines in order to ensure adequate separation from the M&N pipeline. If GSGT determines that additional separation from that described in Exhibit 1 is not possible, GSGT will provide a detailed contractor plan on how the joint facilities will be protected.

Second, GSGT will ensure that the HDD will maintain 40-50' separation from the boundary line of the NHDOT LAROW and will be located no more than 50' south of the boundary line in order to leave adequate space for a potential sewer main that the Town might install by HDD in the future. Third, GSGT will grow all abandoned pipe within the Town boundaries and will remove approximately 20' of pipe in the vicinity of the culvert at the plant entrance. Fourth, GSGT will conduct additional survey work to precisely locate the elevation of the M&N pipeline and will design the GSGT pipeline to follow the same elevation in order to minimize potential conflict with future wastewater treatment plant expansion. The Town will also have the

T 866.933.3820 www.unitil.com

325 West Road
Portsmouth, NH 03801



opportunity to review and approve profile drawings of the proposed pipeline at the rear of the wastewater treatment plant buildings.

The Parties intend to proceed in good faith in the drafting and execution of all agreements necessary to effectuate the realignment and collocation of the GSGT pipeline, including any new or amended easement agreements. GSGT will provide draft agreements for review and comment, with each of the Parties bearing its own expenses. Until such time as a formal access agreement is drafted, the Town has agreed to allow reasonable access for purposes of GSGT preparation of agreements, plans and permit applications.

As GSGT intends to rely upon this preliminary agreement in principle as it proceeds to draft the necessary documents and plans, we will assume that this letter accurately reflects the understanding of the parties. If there is a need for modification or clarification, please contact me immediately.

Thank you for your cooperation.

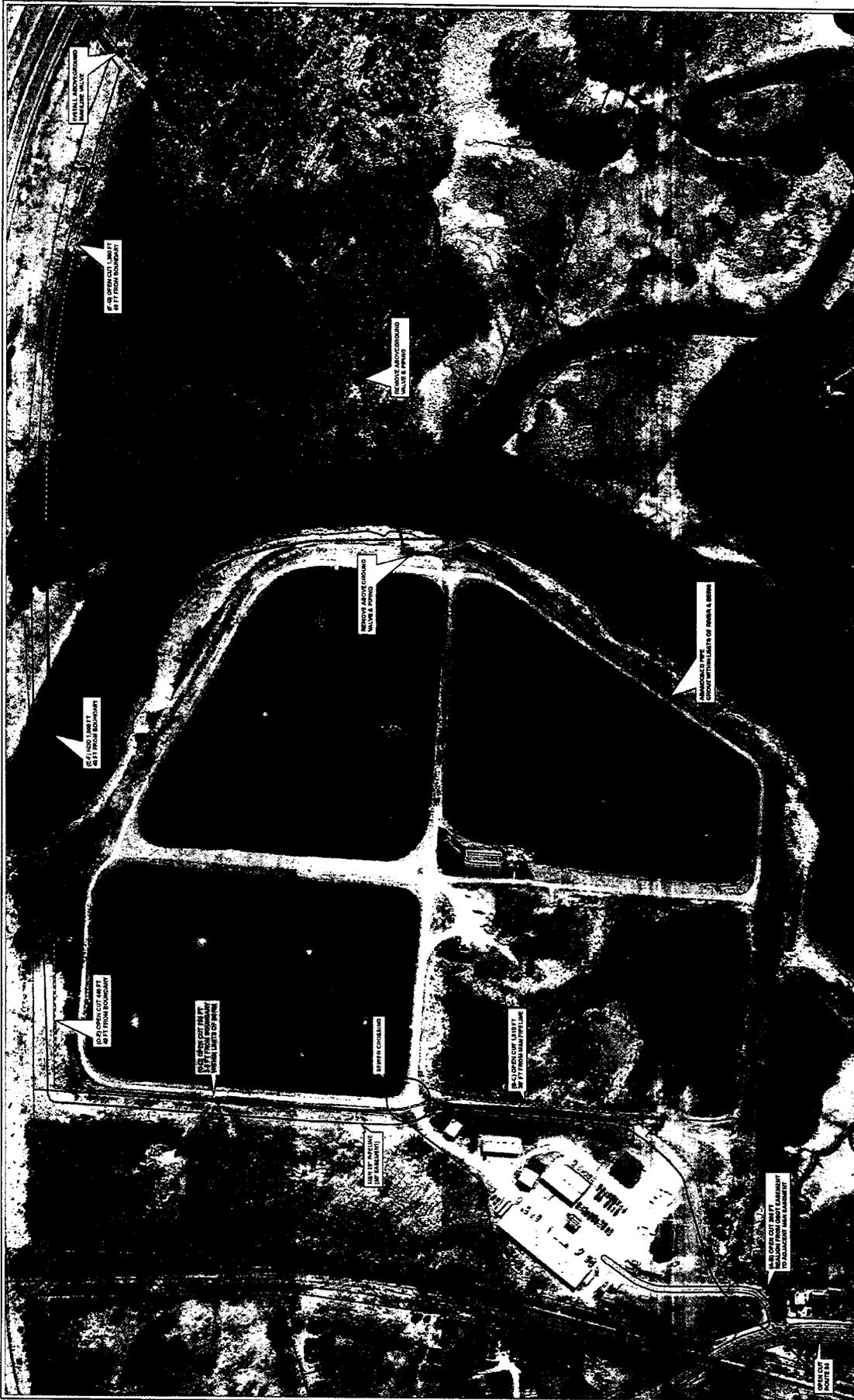
Sincerely,

Roger A. Barham
Senior Gas Engineer
Unitil Corporation
T 603.294.5191
Barham@unitil.com

cc: John Davis Senior Land Agent
Maureen Smith Orr & Reno

T 866.933.3820 www.unitil.com

325 West Road
Portsmouth, NH 03801



800T PIPELINE BRIMMINGTON REPLACEMENT PROJECT PRELIMINARY ROUTE	
Date: 08/08/2013 Drawn: J. HARRIS Scale: 1" = 100'	Project: 800T PIPELINE Revision: 1.0 Description: PRELIMINARY ROUTE

EXHIBIT 1

INSTALL NEW CONCRETE VALVE & PIPING

REMOVE EXISTING CONCRETE VALVE & PIPING



March 12, 2014

Paul R Deschaine
Town Administrator
Town of Stratham
10 Bunker Hill Avenue
Stratham NH 03885

**MEMORANDUM OF UNDERSTANDING BETWEEN
GRANITE STATE GAS TRANSMISSION, INC. AND TOWN OF STRATHAM**

Dear Mr. Deschaines:

This is to confirm the understanding that Granite State Gas Transmission, Inc. (GSGT) has reached with the Town of Stratham as a result of our March 11, 2014 meeting to discuss GSGT's proposed pipeline realignment adjacent to the Exeter WWTP and across the Squamscott River. The Town has raised concerns that the GSGT realignment might impact the Towns' future ability to construct new sewer lines between the WWTP and Stratham. As a result of our meeting, the parties have reached an understanding that the two projects are not mutually exclusive and can be coordinated to achieve our respective goals.

GSGT has a history of working cooperatively with the Town of Exeter on the realignment and, as indicated during our meeting, we think that adequate accommodations can be made to the Town of Stratham. Our design has already taken into account the Town of Exeter WWTP future expansion potential, as described in our pending applications to regulatory agencies. We consider the possibility of a sewer connection to the Town of Stratham to be equally important in planning and design. For this reason, GSGT will make reasonable and good faith efforts to amend the current design to accommodate the Town of Stratham's interests in retaining the option of constructing a new sewer line from the Exeter WWTP to Stratham.

In the meantime, we have agreed to provide you with geotechnical and cost information currently being gathered for the proposed HDD. We will keep you apprised of the status of regulatory approvals. GSGT will also consider coordinating construction of the HDD with a new sewer line to

save the Towns time and expense, to the extent that it can do so under current schedules and cost constraints.

Based upon these commitments, we understand that the Town will continue to work cooperatively with GSGT as it moves forward to obtain necessary approvals for the pipeline realignment. We look forward to working with you.

Sincerely,



Roger A Barham
Senior Gas Engineer
T 603.294.5191 C 603.944.2454
barham@unitil.com

Cc: David Canada	Town of Stratham
Jennifer Royce Perry	Town of Exeter
Russell Dean	Town of Exeter
Steve Herzog	AMEC



LRCP 14-015

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

May 15, 2014

Meredith A. Hatfield, Director
Office of Energy and Planning
107 Pleasant Street
Concord, New Hampshire 03301

Dear Director Hatfield,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on May 13, 2014, approved the request of the Office of Energy and Planning, to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, New Hampshire for a segment of an interstate natural gas pipeline, and to assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated May 6, 2014.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pc
Attachment

RECEIVED

MAY 16 2014

OFFICE OF ENERGY
AND PLANNING



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

To: The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
From: Meredith A. Hatfield, Director *M. Hatfield*
NH Office of Energy and Planning
Date: May 6, 2014
Re: **50-foot Easement – Exeter-Stratham**

REQUESTED ACTION

Pursuant to RSA 4:40, the Office of Energy and Planning (OEP) requests approval to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, NH for a segment of an interstate natural gas pipeline, and to assess an administrative fee of \$1,100.00. OEP requests approval of this easement on behalf of GSGT for the following reasons:

- GSGT has an existing 8-inch natural gas pipeline located on the river bed between Exeter and Stratham. The pipeline was constructed in 1956 and, due to its age, the coating has become disbonded, requiring replacement of the pipeline.
- Replacement of the pipeline will be installed via horizontal directional drilling (HDD) underneath and across the Squamscott River. It will connect to the existing pipeline at tie-in points on private property in Stratham and on Town of Exeter Wastewater Treatment Plant property in Exeter.
- Approval of this easement request will retain an existing interstate energy supply. This segment of pipeline is part of the 86-mile interstate natural gas pipeline between Haverhill, MA and Portland, ME.
- SLR 14-021-Exeter-Stratham (easement request) was recommended for approval by the Council on Resources and Development (CORD) on April 10, 2014 (see attached memo). No objections to the proposal were received during CORD's public comment period, which closed March 12, 2014.
- GSGT will obtain necessary licenses and permits from the NH Public Utilities Commission, the NH Department of Environmental Services and other approvals necessary for the pipeline project.

- The NH Rivers Management Advisory Committee (RMAC) commented to CORD that it did not object to the proposed submerged easement within the Squamscott River as long as the Exeter-Squamscott River Local Advisory Committee had no concerns. The Local Advisory Committee commented that it supports the project as described in the Memorandum of Understanding reached between the Town of Stratham and GSGT, in which the parties commit to cooperation in coordinating the natural gas pipeline replacement with expansion of the wastewater treatment plant pipeline to the Town of Stratham.
- The towns of Exeter and Stratham have no objection to the proposed easement, based on their cooperative understandings reached with GSGT.

Thank you for your timely consideration of this important project. Please feel free to call me if you have any questions at 271-2155.

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Meredith Hatfield, Director
NH Office of Energy and Planning

FROM: Susan Slack, Principal Planner *Susan Slack*
Office of Energy and Planning

DATE: May 2, 2014

SUBJECT: Surplus Land Review, SLR 14-021-TOWNS OF EXETER and STRATHAM

On April 10, 2014, the Council on Resources and Development (CORD) took action on the following issue brought by the Office of Energy and Planning:

Request that CORD recommend conveying a 50-foot wide submerged easement between Exeter and Stratham under the Squamscott River to Granite State Gas Transmission Company, Inc. for relocation of a segment of an interstate natural gas pipeline between Haverhill, MA and Portland, ME.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 14-021 as submitted.

cc:

Meredith A. Hatfield, Director, NH Office of Energy and Planning
Maureen D. Smith, Esq., Orr & Reno
Representative David Campbell, Chair, Long Range Capital Planning and
Utilization Committee