

APPENDIX

- DLW-1. Agreement for Design, Construction and Operation of Water Main and Service Connections
- DLW-2. Beede Area Watermain Extension Plaistow, New Hampshire Conceptual Layout
- DLW-3. NH DES Well Approval CWS PLAISTOW: Twin Ridge Condos
February 9, 2012
- DLW-4. Twin Ridge New Source Development Chart

AGREEMENT FOR DESIGN, CONSTRUCTION AND OPERATION
OF WATER MAIN AND SERVICE CONNECTIONS

April 19, 2012

RE: Water Main Extension - Twin Ridge CWS Plaistow, NH

This Agreement is made by and between Pennichuck East Utility, Inc. (“Pennichuck”), 25 Manchester Street, Merrimack, NH, and the Beede Site Group, an unincorporated association by and through 11 Kelley and 42 County Road Properties, LLC (“Kelley”), with a mailing address of P.O. Box 488, 111 Concord Street, Nashua, NH 03061

Whereas Pennichuck is the owner and operator of a Community Water System in Plaistow, NH, known as Twin Ridge CWS; and

Whereas Kelley desires to provide access to water from Twin Ridge to certain properties on Kelley Road, Shady Lane, and Walton Road in Plaistow; and

Whereas the properties to which Kelley desires to provide water are shown on Exhibit A to this Agreement (the “Project”); and

Whereas Pennichuck desires, pursuant to the terms and conditions of this Agreement, to provide water to the properties shown on Exhibit A.

Now, therefore, in consideration of the promises and responsibilities contained herein, Pennichuck and Kelley agree as follows:

APPROVALS

This Agreement is subject to certain approvals by the New Hampshire Department of Environmental Services (NHDES) and the New Hampshire Public Utilities Commission (NHPUC). The Agreement is

in accordance with Pennichuck's original proposal dated January 9, 2012 and accompanying attachments A through F ("Proposal"), attached hereto as Exhibit B.

1. PENNICHUCK'S OBLIGATIONS:

Pennichuck will, either through its own employees or through duly qualified and licensed design professionals, consultants, and contractors, provide for all services, materials, and equipment required to design, construct, complete, and operate the Project.

Without limiting the foregoing, Pennichuck shall:

1.1 Apply for and obtain all required permits and government approvals, including but not limited to, those required by NHPUC and NHDES, in addition to required State and local permits.

1.2 Obtain required land surveys (including, but not limited to, boundary, topographic, rights-of-way, easements, and wetland surveys) necessary for the permitting, design, and construction of the Project which may include surveys of the existing water main on Culver Street along public streets where the water main is proposed as depicted in Exhibit A.

1.3 Assist Kelley in obtaining permission from land owners to whose property access may be required for design, construction or other activities required for completion of the Project.

1.4 Prepare all plans, specifications and other design documents necessary to seek bids for construction the Project, including the form of construction contract, the terms of which shall be subject to Kelley's review and approval

1.5 Issue an invitation to bidders for the Project to pre-qualified contractors acceptable to Pennichuck and Kelley; secure bids for the required construction services (which shall include all required labor, services, equipment, and materials necessary to complete the Project) through competitive bidding; and, subject to Kelley's approval, award the contract(s) for construction to the lowest, responsible and responsive bidder(s) pursuant to a construction

contract the form and terms of which shall be acceptable to Kelley and Pennichuck (“Construction Contract”).

1.6 Supervise, administer, coordinate and oversee construction of the Project.

1.7 Supervise required testing, inspection, start-up, and acceptance of the Project.

1.8 In accordance with its NHPUC tariff:

1.8.1 Assume ownership of, and responsibility for, the Project; and

1.8.2 For each customer served by the Project within five (5) years from the time that service is commenced to the customer, Pennichuck shall invest an amount equal to one times the estimated annual revenue from each such customer to Kelley as required by PUC requirements.

1.8.3 The parties understand that additional customers may seek to connect to the water main extension system developed under this Agreement and such connections will be accommodated in accordance with PUC regulations and tariffs.

1.9 Undertake all other actions required by the NHPUC/NHDES to provide potable drinking water to the residences shown on Exhibit A.

2. KELLEY’S OBLIGATIONS: Kelley shall pay Pennichuck for the Project as follows:

2.1 Kelley will pay \$11,200 (which represents 100% of Pennichuck’s cost to survey the water main route) (“Survey Fee”), upon signing of this Agreement, in order to initiate and complete the required survey(s). This fee is non-refundable once the survey work is commenced. Pennichuck shall not incur additional fees for surveys without prior written approval from Kelley

2.2 Kelley will pay \$22,700 (which represents 100% of Pennichuck’s cost for design, inspection, as-built, and bidding services) (“Design Fee”), upon signing of this Agreement, for Pennichuck to initiate and complete the required design services, issue final bid documents for

construction of the Project, inspect the work and prepare as-built drawings. This fee is non-refundable once design work is commenced. Pennichuck shall not incur additional fees for design related service without prior written approval from Kelley.

2.3 Kelley shall be obligated to pay for all the costs of construction incurred by Pennichuck, including all labor, material, services, equipment, materials and associated costs, (collectively “Construction Cost”). The Construction Cost shall be equal to the amount of the Construction Contract awarded under Section 1.5.

2.3.1 Prior to the start of construction, Kelley shall place funds equal to the Construction Cost, plus a ten percent (10%) contingency, in a dedicated account to fund payments due. Progress payments will be made by Kelley to Pennichuck upon verification by Pennichuck that the work invoiced has been done and that contractor’s requisition is in order for payment.

2.4 Kelley shall pay 100% of the service installation and meter installation fees as provided in the Proposal per the NHPUC tariff. The current tariff rate is \$350 per meter installed.

2.5 Kelley shall pay a New Source Development Charge as shown in Attachment F of its Proposal with the actual Charge to be determined based on the final permitted production volume of its new well, as approved by the NHDES and by the NHPUC and the final cost of permitting, developing and connecting the new well.. The fee will be calculated by taking the well cost divided by the total number of customers that will benefit from the project as detailed in the Proposal.

2.6 Kelley shall obtain rights to access private properties (outside of public easement areas) during design and construction which are required to complete installation of water service connections (outside of building structures) required by this Agreement. Pennichuck shall not

be obligated to provide connections as to any private property where such right of access has not been obtained,

3. COMPLETION DEADLINES: Time is the essence of this Agreement. Kelley and Pennichuck shall endeavor to achieve substantial completion of the Project on or before, October 26, 2012 and final completion on or before , November 28, 2012. These deadlines are subject to the Town's support of Pennichuck's franchise request in a letter to the PUC and PUC issuance of an order approving Pennichuck's franchise request by June, 15, 2012. For purposes of this Agreement the term "substantial completion" shall mean that the water main has been completely installed, pressure tested and passed a bacteria test and can be placed into service. The Construction Contract shall include a liquidated damages provision in order to hold the contractor responsible for failure to the substantial completion deadline.
4. ACCESS TO COST DOCUMENTATION: Pennichuck shall provide Kelley with documentation of the completed work including Pennichuck's inspection reports. Other documents related to the costs and fees associated with the Project shall be available to Kelley upon request.
5. INDEMNITY: The indemnity provisions set forth in this Section 5 shall survive termination of this Agreement and remain binding on the parties thereafter.

5.1 To the fullest extent permitted by law, Pennichuck shall defend, indemnify and hold Kelley, its members, consultants, agents and representatives harmless from all claims, damages, losses and expenses, including but not limited to legal fees, arising out of the Project, provided that such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or injury to, or destruction of, tangible property damage (other than to the Work itself), to the extent caused by the negligent acts or omissions of Pennichuck, its consultants,

contractors, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

5.2 In claims against any person or entity indemnified under Section 5.1 by Pennichuck, the indemnification obligation under Section 5.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Pennichuck under workers' compensation acts, disability benefit acts or other employee benefit acts. In addition, Pennichuck agrees that the indemnity obligations in this Agreement are valid and enforceable and shall not be abrogated by Pennichuck's worker's compensation insurance coverage.

5.3 To the fullest extent permitted by law, Kelley shall defend, indemnify and hold Pennichuck, its members, consultants, agents and representatives, harmless from all claims, damages, losses and expenses, including but not limited to legal fees, arising out of the Project provided that such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or injury to, or destruction of, tangible property damage (other than to the Work itself), to the extent caused by the negligent acts or omissions of Kelley, its consultants, contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

6. INSURANCE/RISK OF LOSS:

6.1 Liability Insurance. Pennichuck shall obtain and maintain insurance coverage as follows. Pennichuck's liability insurance shall include coverages for contractual liability and shall provide that Pennichuck's insurance is provided on a primary and non-contributory basis.

.1 Commercial General Liability Insurance

- a. Each Occurrence Limit \$1 million
- b. General Aggregate \$1 million
- c. Products/Completed
Operations Aggregate \$1 million
- d. Personal and Advertising
Injury Limit \$1 million

.2 Comprehensive Automobile Liability Insurance

- a. Combined Single Limit Bodily
Injury and Property Damage \$1 million
Each Occurrence

or

- b. Bodily Injury \$1 million
Each Person
\$1 million
Each Occurrence
- c. Property Damage \$1 million
Each Occurrence

.3 Workers' Compensation Insurance. As required by law.

The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to Kelley. Certificates of insurance showing required coverage to be in force shall be filed with Kelley prior to commencement of

the Work. Kelley and its member, de maximis, inc., shall be listed as additional insured on Pennichuck's commercial liability policies.

Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) years after the date of final payment.

6.2 Kelley shall obtain and maintain the following insurance coverage listing Pennichuck as an additional insured:

Commercial General Liability Insurance

a.	Each Occurrence Limit	\$1 million
b.	General Aggregate	\$1 million
c.	Products/Completed Operations Aggregate	\$1 million
d.	Personal and Advertising Injury Limit	\$1 million

6.3 Risk of Loss/Property Insurance. Pennichuck shall bear the full risk of loss as to any components of the Project, and associated materials and equipment following acceptance of the Project. The Construction Contract shall require the contractor to bear the risk of loss and provide insurance for loss or casualty of purchased, stored, or installed but not yet accepted work, equipment and materials.

6.4 Waivers Of Subrogation: Pennichuck and Kelley waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, and any of their subcontractors, sub-subcontractors, consultants, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant Section 6.2 or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The parties' insurance policies shall provide such waivers of subrogation by endorsement or otherwise. The Construction Contract shall include similar waivers of subrogation and require that all subcontracts to include such waivers.

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Pennichuck and Kelley waive claims against each other for consequential damages arising out of or relating to this Agreement or termination of the Agreement. This mutual waiver includes but is not limited to claims for losses of use, income, profit, financing, business and reputation, loss of management or employee productivity.

8. CONTRACTOR/BONDS/INSURANCE: The contractor retained under the Construction Contract shall provide payment and performance bonds for the value of Construction Cost. The surety and form of bonds shall be subject to Pennichuck and Kelley's approval and Kelley shall be named as dual obligees on the bonds. The Construction Contract will specify a requirement that the contractor maintain such types and amounts of insurance as are agreed upon by Kelley, which shall be named an additional insured on such policies.

10. SUSPENSION/TERMINATION:

10.1 Suspension By Kelley. Kelley may order Pennichuck, in writing, to suspend, delay or interrupt all or any part of the work, without cause, for such period of time as Kelley may

determine appropriate for its convenience. The Construction Cost and/or the dates of substantial and final completion shall be adjusted to reflect the increased costs and/or time necessary to complete the Project as a result of any suspension, delay or interruption.

10.2 Termination By Kelley For Convenience. If the Kelley Group terminates this Agreement for its convenience, Kelley shall pay Pennichuck for all work executed. Kelley shall not be liable for overhead and profit on work not executed.

10.3. Termination by Pennichuck. Pennichuck may terminate this Agreement, following twenty-one (21) days written notice to Kelley, in the event that Kelley has failed to make timely payment under this Agreement, or is otherwise in substantial breach of this Agreement.

11. DISPUTE RESOLUTION:

11.1 Initial Dispute Resolution. If a dispute arises out of, or relates to, this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. The location of the mediation shall be Nashua, NH, or such other location agreeable to the parties.

11.2 Arbitration. Any controversy or claim arising out of or relating to this Agreement or its breach not resolved by mediation, except for claims which have been waived under Section 7, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree

otherwise. The location of the arbitration shall be Nashua, NH, or where the parties agree otherwise. The arbitration award shall be final. Judgment upon the award may be confirmed in any court having jurisdiction.

12. MISCELLANEOUS PROVISIONS:

12.1 Neither Kelley nor Pennichuck shall assign their interest in this Agreement without the written consent of the other.

12.2 This Agreement shall be governed by the laws of the State of New Hampshire, without regard to choice of law considerations.

12.3 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.4 The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.5 The headings in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

12.6 This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral

12.7 Any notice required under this Agreement shall be provided to:

Kelley:
Michael J. Skinner
Michael J. Skinner Consulting, LLC
230 Kings Highway East, #300
Haddonfield, NJ 08033

With a copy to:

Robert Ruesch
Verrill Dana, LLP
P.O. Box 586
One Portland Square
Portland, ME 04112-0586

Pennichuck

With a copy to:

12.8 Each party confirms that they have read this Agreement, consulted with counsel and that the terms of this Agreement are understood by it.

ATTACHMENT F
Twin Ridge
New Source Development Charge
Per Unit Calculation

			Comment
A	Total Cost New Well Construction, Testing, Permitting, and Connection	\$ 195,000.00	Current Pennichuck Estimate
B	New/Existing Customers		
	Number of Existing Customers		
	Twin Ridge Rolling Hills	108	Based on Pennichuck Records
	Number of Potential New Customers		
	Beede Area	22	As provided by Beede
	Wellington Estates (Dalton/Barker St.)	42	Estimated by Pennichuck using tax maps
	Kelley Road	8	Estimated by Pennichuck using tax maps
	Main Street	13	Estimated by Pennichuck using tax maps
	Shady Lane	16	Estimated by Pennichuck using tax maps
	Total Existing and Potential Customers	209	
C	Source Development Charge (per customer)	\$ 933.00	= (\$195,000.00)/(209 customers)
D	Beede Area Source Development Charge (22 x \$933)	\$ 20,526.00	= (\$933 per cust) x 22 customers

11 Kelley and 42 County Road Properties, LLC

Pennichuck

Bennie L Underwood

By: de maximis, inc.
For Thomas Dorsey/Bennie L. Underwood
Its: Manager

18 APR 12
Date

[Signature]
Witness

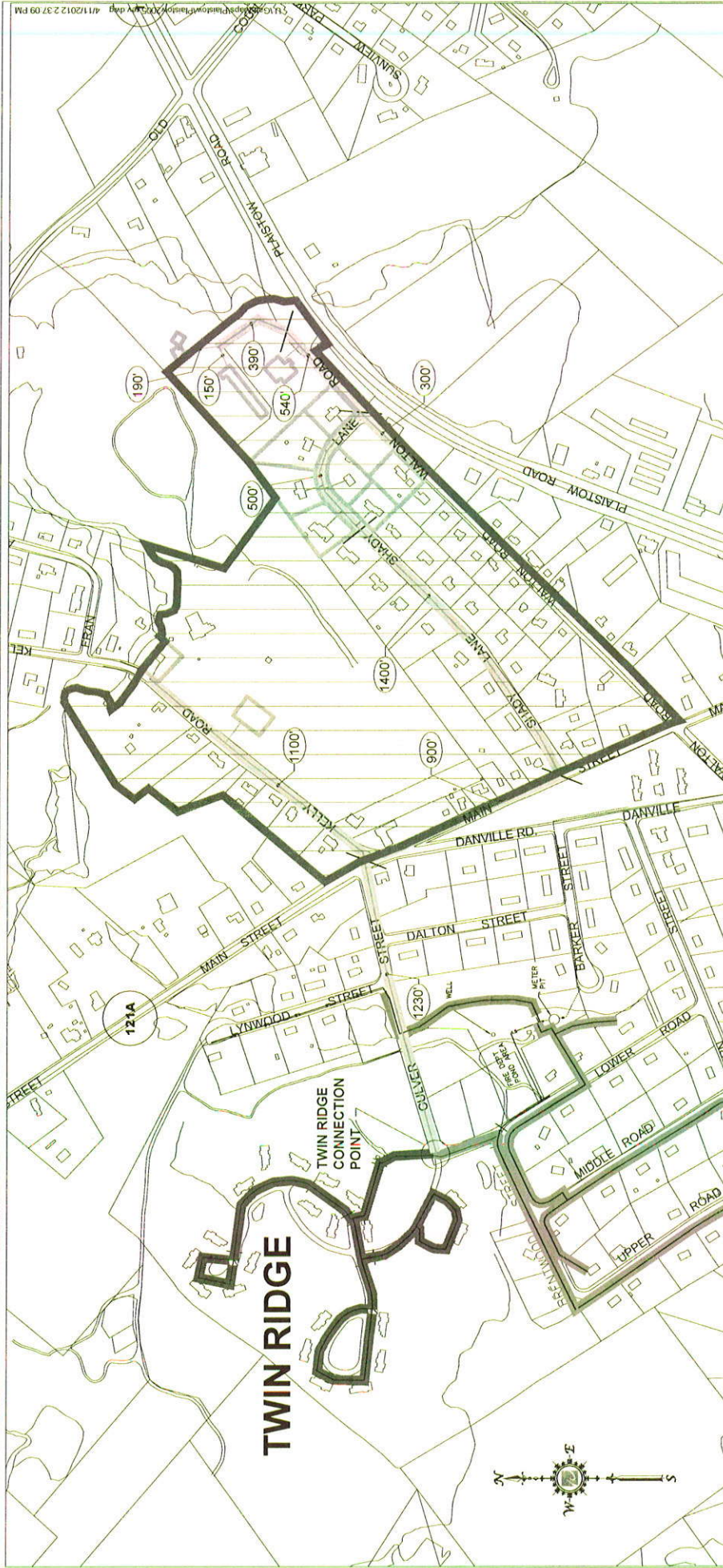
[Signature]

By: John J. Boisvert
Its: Chief Engineer

4/19/2012
Date

Donald L. Ware
Witness

Exhibit A



TOWN OF PLAISTOW



LEGEND	
	BEEDE AREA PROPERTIES
	8" WATER MAIN
	1" RESIDENTIAL SERVICE
	COMMERCIAL DOMESTIC SERVICE (DIAMETER T.B.D.)



- MAIN TO BE ABANDONED
- EXISTING TWIN RIDGE MAIN
- NEW MAIN EXTENSION
- EXISTING ROLLING HILLS MAIN
- PROPOSED FRANCHISE AREA

REVISION	DATE	DESCRIPTION
3		
2		
1		

PENNICHUCK WATER 25 Manchester Street Merrimack, N.H. 03004-1947 Tel 603-313-2300 Fax 603-813-2382 www.pennichuck.com	EXHIBIT DLW-2 BEEDE AREA WATERMAIN EXTENSION PLAISTOW, NEW HAMPSHIRE CONCEPTUAL LAYOUT
	DRAFTER: M. PEPIN CHECKER: J. BOISVERT DRAWING DATE: APRIL 6, 2012 INSPECTOR:

Exhibit B



25 MANCHESTER STREET
PO BOX 1947
MERRIMACK, NH 03054-1947
(603) 882-5191
FAX (603) 913-2305
WWW.PENNICHUCK.COM

January 9, 2012

Catharine M. Rockwell, P.E.
Sr. Project Engineer
Woodard & Curran, Inc.
35 New England Business Center Drive, Suite 180
Andover, MA 01810

Re: Water Main Extension
Twin Ridge CWS to Beede Waste Oil Project Area
Plaistow, New Hampshire

Dear Ms. Rockwell:

Pennichuck Water (Pennichuck) is pleased to provide you the following proposal to provide potable water to properties in the Beede Waste Oil Project Area.

Pennichuck's proposal is contingent upon the following:

- The NDES approves the new Twin Ridge well with certain "waivers".
- The NHPUC approves franchise expansion to encompass the area served by the new water main.
- A source development fee will be established as detailed in Attachment F
- NHDOT and Town of Plaistow Right of Way permits are approved.
- The proposal provides a cost estimate which is in no way a guaranteed price. Fees for services/activities not set by NHPUC tariff will be bid and awarded to the lowest responsive/responsible bidder.
- All necessary agreements are executed between Pennichuck and the appropriate Beede Waste Oil project representative based on mutually agreeable terms and conditions.

Using the service area map provided as Attachment B, we have estimated that 6,400 linear feet of water main and appurtenances will need to be installed to service the Beede area from our Twin Ridge water system. We estimate the construction cost to be without contingencies to be \$519,200 including water services plus an additional \$59,326 in tariff fees and services. The total estimated cost for main expansion is \$578,741. These costs are summarized in Attachment A. The anticipated project schedule is presented in Attachment C. Attachment E is the construction cost estimate, and Attachment F presents general notes and information from which our estimates are based.

Please call me if you have any questions or comments.

Sincerely,

PENNICHUCK WATER

A handwritten signature in green ink, appearing to read 'J. Boisvert'.

John J. Boisvert, P.E.
Chief Engineer

Cc: Michael J. Skinner
Donald Ware

Attachments: A through F

ATTACHMENT A		
Project Budget Estimate		
Main Extension		
Twin Ridge to Beede Area		
Activity	Description	Estimated Cost
A	Water main route survey (6,400 linear feet at \$1.75 per foot)	\$ 11,200.00
B	Design, Inspection, and As-built per Main Extension Agreement and NHPUC Tariff (6,400 linear feet at \$3.00 per foot)	\$ 19,200.00
C	Service Inspection and Meter Installation per NHPUC Tariff (14 services at \$350.00 each)	\$ 4,900.00
E	Bid Administration Costs (reproduction, mailing, etc...)	\$ 3,500.00
D	Construction cost estimate	\$ 519,415.00
E	Source Development Charge	\$ 20,526.00
F	Legal fees, private easements	not included
G	Backflow device installation	not included
H	Private well abandonment	not included



TOWN OF PLAISTOW



LEGEND	
	BEEBE AREA PROPERTIES
	8" WATER MAIN
	1" RESIDENTIAL SERVICE
	COMMERCIAL DOMESTIC SERVICE (DIAMETER T.B.D.)



REVISION	DATE	DESCRIPTION
3		
2		
1		

 PENNICHUCK <small>INCORPORATED</small> 28 Manchester Street Merrimack, N.H. 03064-1847 Tel 603-913-2300 Fax 603-913-2362 www.pennichuck.com	ATTACHMENT B BEEBE AREA WATERMAIN EXTENSION PLAISTOW, NEW HAMPSHIRE CONCEPTUAL LAYOUT	
	DRAWING DATE: JANUARY 6, 2012 DESIGNER: E. LEVESQUE CHECKER: J. BOSVERT PROJECTOR: MONTH, YEAR: ASBUILT NO.: SCALE: 1" = 400' SHEET NO.: 1 OF 1	CONSTRUCTION DATE: MONTH, YEAR: ASBUILT NO.: SCALE: SHEET NO.:

ATTACHMENT C

Activity	Completion Date
NHDES Well Approval	March 1, 2012
Execute Main Extension Agreement with Project Specific Provisions	March 7 2012
Project Survey	April 15, 2012
Design	May 20, 2012
NHPUC Franchise Approval	April 30, 2012
Project Bidding	June 10, 2012
Construction Substantial Completion	September 1, 2012
Construction Final Completion	September 30, 2012

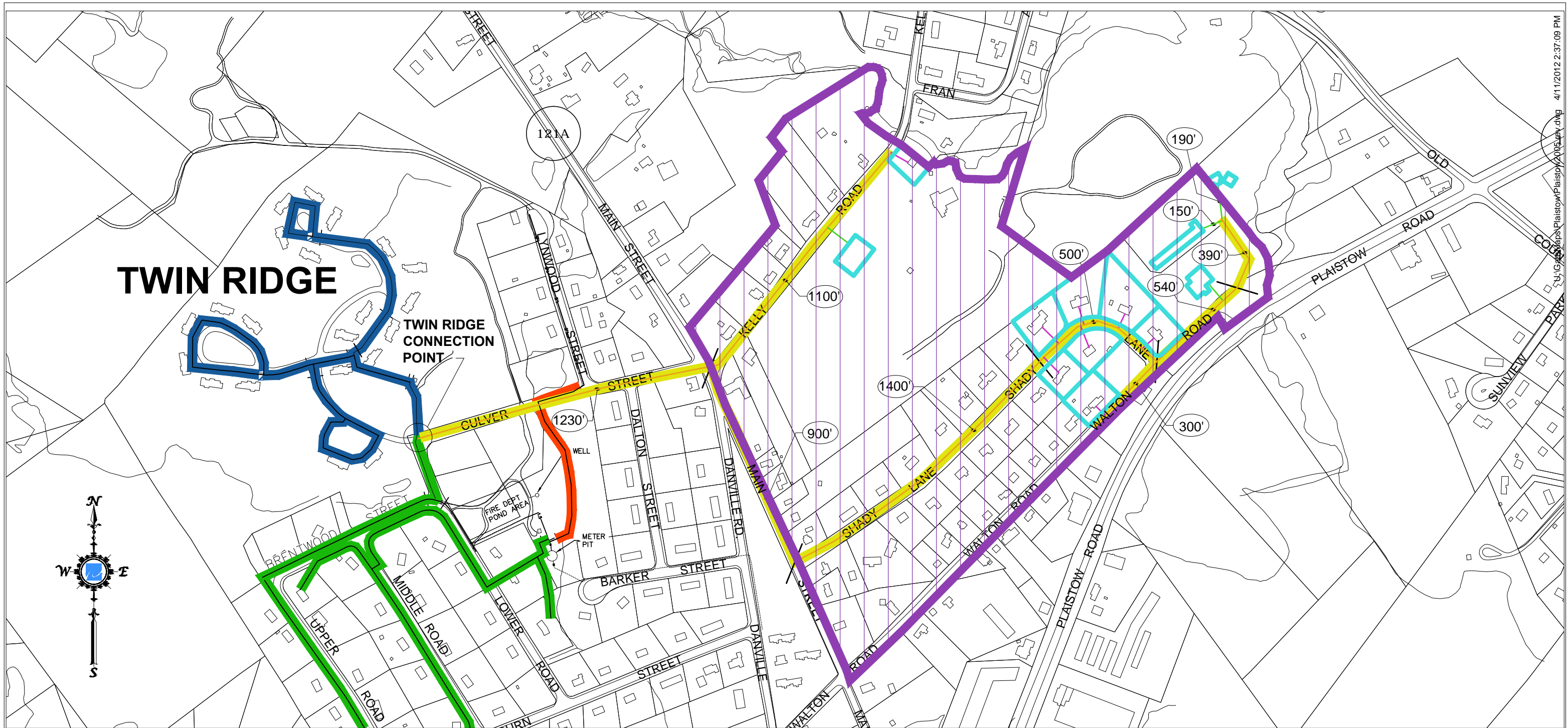
ATTACHMENT D
Project Budget Estimate
Main Extension
Twin Ridge to Beede Area

Item Number	Item Description	Unit of Measure	Quantity	Unit Price	Cost Extension
1	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
2	Furnish and install 8 inch diameter class 52 ductile iron water main in Public Right of Way	LF	6360	\$ 48.00	\$ 305,280.00
3	Furnish and install 8 inch mechanical joint gate valves	EA	12	\$ 1,000.00	\$ 12,000.00
4	Furnish and install 8 inch by 8 inch ductile iron, mechanical joint tee w/retainer glands, thrust block, and accessories	EA	4	\$ 450.00	\$ 1,800.00
5	Furnish and install 8 inch ductile iron, mechanical joint bends w/retainer glands, thrust block, and accessories	EA	8	\$ 400.00	\$ 3,200.00
6	Furnish and install 8 inch ductile iron, mechanical joint end cap w/retainer glands, thrust block, and accessories	EA	5	\$ 300.00	\$ 1,500.00
7	Furnish and install 8 by 6 inch ductile iron, mechanical joint reducer w/retainer glands and accessories	EA	3	\$ 250.00	\$ 750.00
8	Furnish and install one 6 inch ductile iron tapping sleeve and and gate valve	EA	1	\$ 3,000.00	\$ 3,000.00
9	Paved Driveway Repair	LF	400	\$ 35.00	\$ 14,000.00
10	Permanent Trench Pavement	TON	100	\$ 200.00	\$ 20,000.00
11	Furnish and install 1 inch service corporations	EA	8	\$ 320.00	\$ 2,560.00
12	Furnish and install 1 inch curb stop including box and rod	EA	8	\$ 175.00	\$ 1,400.00
13	Furnish and install 1 inch copper type K service pipe	LF	800	\$ 36.00	\$ 28,800.00
14	Furnish and install 2 inch service corporations (commercial, multi-unit)	EA	4	\$ 450.00	\$ 1,800.00
15	Furnish and install 2 inch curb stop including box and rod (commercial, multi-unit)	EA	4	\$ 250.00	\$ 1,000.00
16	Furnish and install 2 inch HDPE service pipe (commercial, multi-unit)	LF	440	\$ 30.00	\$ 13,200.00
17	Furnish and install retail meter pits	LF	12	\$ 800.00	\$ 9,600.00
18	Furnish and install temporary 2 inch thick trench pavement	LF	100	\$ 12.00	\$ 1,200.00
19	Furnish and install 12 inch thick Bank Run Gravel (NHDOT 304.2) in water main trench per detail.	LF	100	\$ 2.00	\$ 200.00
20	Furnish and install 8 inch thick Crushed Gravel (NHDOT 304.3) in water main trench per detail.	LF	100	\$ 5.00	\$ 500.00
21	Furnish and install 2 inch permanent blow-offs	EA	2	\$ 3,000.00	\$ 6,000.00
22	Trench rock excavation and disposal	CY	50	\$ 75.00	\$ 3,750.00
23	Boulder excavation & disposal (Boulders greater than 1 cubic yard)	CY	100	\$ 50.00	\$ 5,000.00
24	Unsuitable materials excavation and disposal with backfill	CY	100	\$ 25.00	\$ 2,500.00
25	Stormwater Pollution Prevention Plan	LS	1	\$ 1,100.00	\$ 1,100.00
26	Stormwater Pollution Prevention Plan Maintenance	LS	1	\$ 500.00	\$ 500.00
27	Traffic Control uniformed officer with cruiser	HR	50	\$ 81.50	\$ 4,075.00
28	Traffic Control certified flagger	HR	400	\$ 28.00	\$ 11,200.00
29	Loam and seed	SY	8000	\$ 4.00	\$ 32,000.00
30	Silt Fence	LF	750	\$ 2.00	\$ 1,500.00
Construction Cost Estimate (Add items #1 through #30)					\$ 519,415.00

ATTACHMENT E

WATER MAIN EXPANSION
 Plaitow New Hampshire
 Culver Street, Kelly Road, Shady Lane, and Walton Road
 General Information

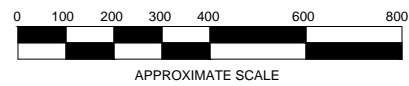
Street	Main/Service	From	To	Length (ft)	Diameter (in)	Notes
Culver Street	Main	Twin Ridge	Main Street (Route 121 A)	1230	8	Potential Street Pavement Impacts
Kelley Road	Main	Main Street (Route 121 A)	Structure Past Beede Ent.	1100	8	Installation in Shoulder with Driveway Crossings
Walton Road	Main	Shady Lane	South	300	8	Installation in Shoulder with Driveway Crossings and service Crossings
Walton Road	Main	Shady Lane	North to Howard Mannor Driveway	540	8	Installation in Shoulder with Driveway Crossings and service Crossings
Howard Mannor Driveway	Main	Walton	Apartment/Mannor Split	390	8	Installation in Shoulder
Shady Lane	Main	Walton	To Last Customer	500	8	Installation in Shoulder with Driveway Crossings and service Crossings
Main Street	Main	Culver Street	Shady Lane	900	8	Potential Street Pavement Impacts
Shady Lane	Main	Main Street	To Last Customer	1400	8	Installation in Shoulder with Driveway Crossings and service Crossings
			Totals	6360		
Beede Facility	Service			100	1bd	Require detail sizing calculation (assume 2 inch dia)
Howard Mannor	Service	Howard Mannor Driveway	Howard Mannor Back Building	190	1bd	Require detail sizing calculation (assume 2 inch dia)
Howard Mannor APTS	Service	Howard Mannor Driveway	Apartments	150	1bd	Require detail sizing calculation (assume 2 inch dia)
Howard Mannor	Service	Howard Mannor Driveway	Business	100	1bd	Require detail sizing calculation (assume 2 inch dia)
Other Residential	Services	Seven (7) at 160 feet	One (1) inch copper	700	1	Corporation, Curbstop, Meter Pit, and Service Line



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TOWN OF PLAISTOW

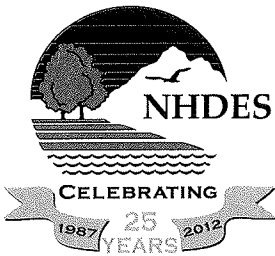


LEGEND	
	BEEDE AREA PROPERTIES
	8"Ø WATER MAIN
	1"Ø RESIDENTIAL SERVICE
	COMMERCIAL DOMESTIC SERVICE (DIAMETER T.B.D.)

	MAIN TO BE ABANDONED
	EXISTING TWIN RIDGE MAIN
	NEW MAIN EXTENSION
	EXISTING ROLLING HILLS MAIN
	PROPOSED FRANCHISE AREA

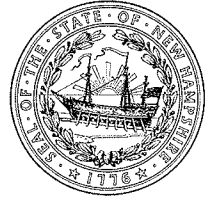
REVISION	DATE	DESCRIPTION
3		
2		
1		

<p>25 Manchester Street Merrimack, N.H. 03054-1947 Tel 603-913-2300 Fax 603-913-2362 www.pennichuck.com</p>		EXHIBIT DLW-2 BEEDE AREA WATERMAIN EXTENSION PLAISTOW, NEW HAMPSHIRE CONCEPTUAL LAYOUT	
DRAFTER M. PEPIN	DRAWING DATE APRIL 6, 2012	CONSTRUCTION DATE MONTH, YEAR	INSTALLED BY -
DESIGNER J. BOISVERT	INSPECTOR -	ASBULT NO. -	SCALE 1" = 400'
		SHEET NO. 1 OF 1	



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



*Celebrating 25 Years of Protecting
 New Hampshire's Environment*

February 9, 2012

Don Ware
 Pennichuck Water Works Inc.
 25 Manchester Street
 Merrimack NH 03054

**Subject: CWS PLAISTOW: Twin Ridge Condos; PWS ID: 1932050
 New bedrock well, NHDES #999586**

Dear Mr. Ware:

The purpose of this letter is to conditionally approve the subject well for Twin Ridge Condos in Plaistow and to respond to your waiver request. This well approval was based on a review of materials submitted to meet the requirements of New Hampshire Administrative Rule Env-Dw 301, *Small Production Wells for Small Community Water Systems*.

Waiver Request:

A request to waive the requirements of Env-Dw 301.06, *Sanitary Protective Area*, which requires the water system to obtain legal control of the sanitary protective area (SPA) and maintain the SPA in a natural state, was submitted in the final report. The water system does not own all of the land in the SPA. More specifically, approximately 25 feet of the 200 foot radius for the new well extends over a backyard and portion of a subsurface disposal field for a residential property located southeast of the well. Per information you provided about the lot and disposal field, moving the disposal field to a location farther away from the well does not appear to be feasible. Also, locating a well in another area farther from the disposal field is not possible.

In light of the declining and diminished yield in the system's sources, well siting constraints within the water system area and surrounding areas, and the method of construction of this new well; NHDES grants your request for a waiver to the pertinent sections of Env-Dw 301.06 subject the conditions stipulated below.

BRW 8 Approval Conditions:

NHDES approves BRW 8 subject to the following conditions:

- Quarterly water quality samples shall be collected from non-treated (raw) source water of BRW 8 and analyzed for nitrate, chloride and E-coli. The results of the water quality samples shall be submitted to the Small

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Community Well Program at the Drinking Water and Groundwater Bureau on a quarterly basis to my attention or via email to Diana.Morgan@des.nh.gov . Please be advised that these samples will need to be submitted under the General System Evaluation Sample (GSES) category for analyses and purposes of reporting. Do not submit these sample results as a part of the routine chemical monitoring for the water system.

- In addition to the monthly total withdrawal volumes, the water system shall report the maximum day withdrawal volumes per month for each source at the system to the Water Use Registration and Reporting Program, if it is not reporting those values already.
- The water system shall implement a long-term Well Operations and Maintenance Schedule similar to that presented in the letter from John Boisvert of Pennichuck Water dated February 6, 2012. The water system shall maintain a permanent record of well performance measurements collected under the program (water levels, volumes, pump run times, etc.), and any resultant redevelopment or well/pump service activities performed in response to the measurements collected. The record will be a checklist/review item referenced in the future water system surveys that are conducted every three years.
- The water system shall implement the provisions of the January 26, 2010 water conservation plan.

A copy of this letter should be kept on file with the water system's records for future reference and as an aid to meeting the NHDES source water protection requirements.

Source Specifications, New BRW 8:

Well Status	Permitted Production Volume/Yield	Sanitary Protective Area Radius	Wellhead Protective Area Radius	Source Description
New Well on Existing System	*57,599 Gallons	200 feet	3,600 feet	BRW 8, 650' SW of pumphouse.

** The table above outlines the specifications for new well BRW 8. The Permitted Production Volume (PPV) is the maximum volume that may be pumped in any 24-hour period from the well. Additionally, the cumulative PPV for wells BRW 8, BRW 5, and BRW 6 can not exceed 57,600 gallons per day when pumped individually or in any combination.*

Don Ware
Twin Ridge/Plaistow
February 9, 2012
Page 3 of 3

The sanitary protective area (SPA) for the new well is a circle, centered on the well, with the radius listed in the previous table. The sanitary protective area shall remain in a natural state and under the water system's control at all times with the notable exception of the waiver issued herein. NHDES understands that some non-compliant activities/structures exist within a portion of the SPA; however, all other areas shall remain in a natural state.

The Wellhead Protection Area for the three well is a circle, centered on each well, with the radius shown above. This is the area within which educational materials must be periodically distributed as part of the wellhead protection program. The educational materials *must be distributed during your next scheduled educational mailing in October 2012.*

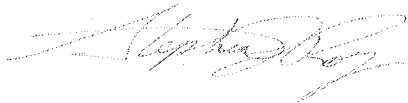
Pumping Test Water Quality Analysis-Laboratory ID Numbers:
106196.01; 1112-434-1

Once the well becomes active and has received a PWS source identification number, chemical monitoring staff will contact the owner with a Master Sampling schedule. The water system must add a sampling tap to the new well and must contact staff so that the schedule will accurately reflect the correct sampling location.

If you have any questions about the Chemical Monitoring requirements, contact Tricia Madore at 603-271-3907 or at Tricia.Madore@des.nh.gov. Please note that NHDES may initiate enforcement action if the system fails to implement a chemical monitoring program that includes the new well.

If you have any questions about this letter or any other community well siting issues please contact me at 271-3918 or Stephen.Roy@des.nh.gov; or Diana Morgan at 271-2947 or Diana.Morgan@des.nh.gov.

Sincerely,



Stephen Roy
Drinking Water and Groundwater Bureau

Cc: John Boisvert; Pennichuck Water
Claude Cormier; Hydrosorce Associates, Inc.
Leigh Komornick, Town of Plaistow
Jennifer Mates, Stacey Herbold, Mary Clairmont, Linda Thompson, Gen Al-Egaily,
Johnna McKenna, Richard Pease; NHDES

**Exhibit DLW-4
Twin Ridge
New Source Development Charge
Per Unit Calculation**

			Comment
A	Total Cost New Well Construction, Testing, Permitting, and Connection	\$ 195,000.00	Current Pennichuck Estimate
B	New/Existing Customers		
	Number of Existing Customers		
	Twin Ridge/Rolling Hills	108	Based on Pennichuck Records
	Number of Potential New Customers		
	Beede Area	22	As provided by Beede
	Wellington Estates (Dalton/Barker St.)	42	Estimated by Pennichuck using tax maps
	Kelley Road	8	Estimated by Pennichuck using tax maps
	Main Street	13	Estimated by Pennichuck using tax maps
	Shady Lane	16	Estimated by Pennichuck using tax maps
	Total Existing and Potential Customers	209	
C	Source Development Charge (per customer)	\$ 933	= (\$195,000.00)/(209 customers)
D	Beede Area Source Development Charge (22 x \$933)	\$ 20,526	= (\$933 per cust) x 22 customers