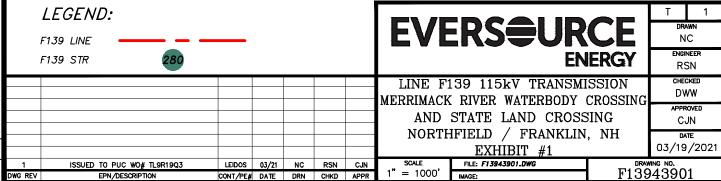
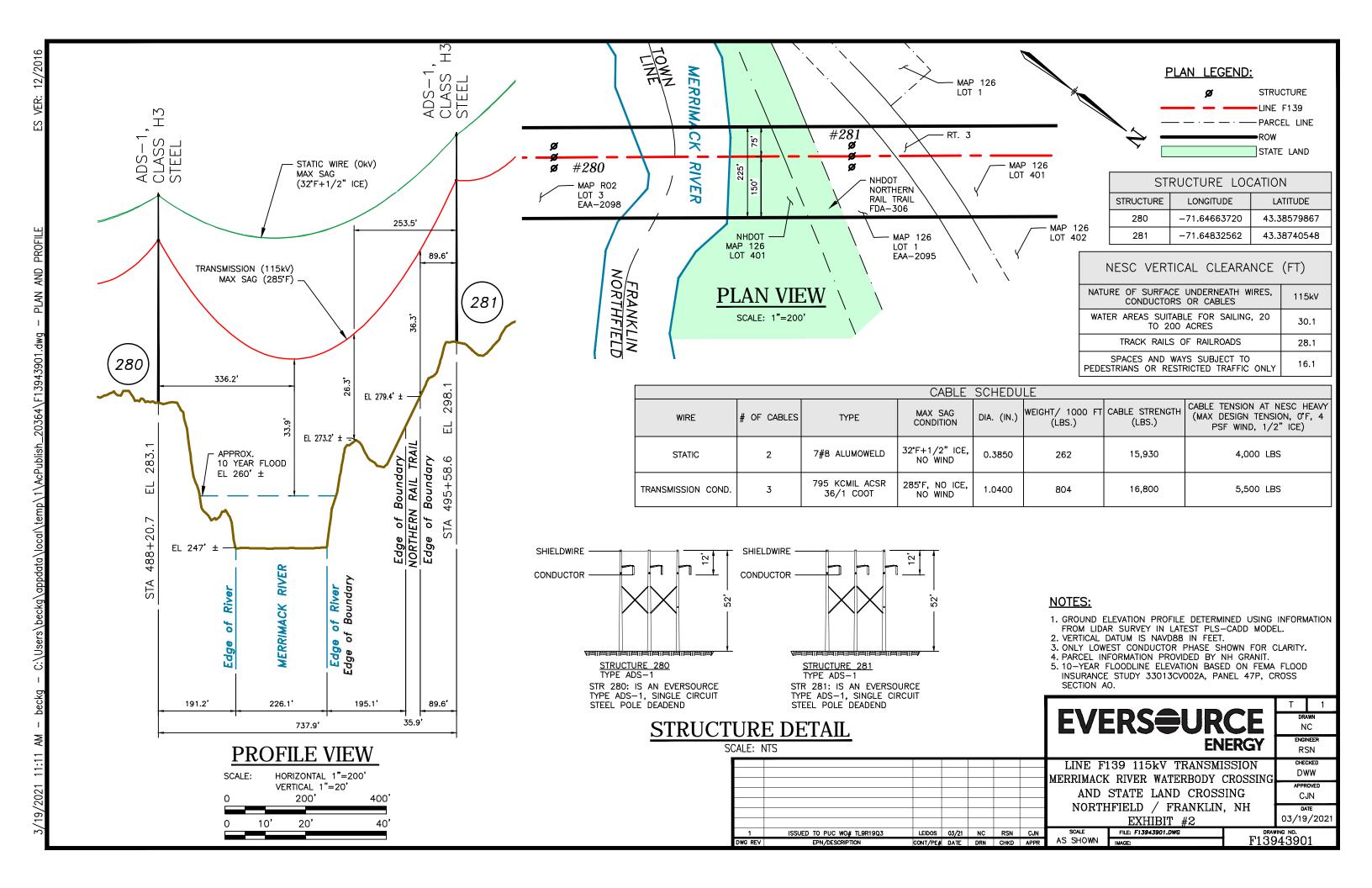


LOCATION PLAN

EXHIBIT .





GCA-218 Index Antrim-Whitefield Petition

Order 12,219 – April 1976–52 Appendices (below)

$\overline{}$		- April 1976–52 Appendices (below)
#	Town/City	Exhibit(s) Location (s)
1	Antrim	Antrim-Deering 2.4 kv
2	Atkinson	Island Pond 2.4kv
3	Bedford	Bedford-Manchester 34.5kv
4	Belmont	Belmont-Tilton (Winnisquam Lake, Silver Lake) 2.4; 7.2; 34.5
5	Berlin	Androscoggin River 115kv; 4.16kv, 12.47, Guys
6	Bethlehem	Baker Brook Pond 34.5kv; 115kv
7	Bow	Bow-Concord - Merrimack River 34.5 (x2) 115kv (x3
8	Bridgewater	Pemigewasett River 115kv
9	Campton	Pemigewasett River 34.5 kv
10	Concord	Contoocook River 34.5kv, Merrimack River 34.5kv, Bow-
		Concord Merrimack River (x5)
11	Conway	Pequawket Pond Outlet 4.16kv (x2); Saco River 4.16kv; Saco
		River12.47kv (x2)
12	Dalton	Connecticut River 115kv; Mirror Lake 115kv
1	Deering	See Antrim
13	Derry	Island Pond 2.4kv
14	Dover	Cocheco River 115kv (x2); 34.5kv x1; 13.2kv
15	Durham	Durham-Newmarket - Lamprey River 34.5kv (Appendix 15
		Revision in the front of GCA-218)
16	Errol	Androscoggin River 1.2kv
17	Franklin	Pemigewasset River 34.5kv; Franklin-Boscawen-Merrimack
		River 115kv (x2)
18	Gilford	Lake Winnipesaukee 2.4kv
19	Goffstown	Piscataquog River – 34.5kv (x3); 12.47kv; 2.4kv (2)
20	Gorham	Androscoggin River – 34.5kv
21	Greenville	Souhegan River – 4.16kv (x2)
22	Henniker	Contoocook River – 34.5kv
23	Hill	Pemigewasett River – 115kv; 69kv
24	Hinsdale	Connecticut River – 69kv
25	Holderness	Pemigewasett River – 34.5kv (x2)
26	Hooksett	Pinnacle Pond 34.5kv (x2)
27	Hudson	Merrimack River 115kv (x2); 34.5kv (x3)
28	Jaffrey	Mountain Brook 12.47kv
29	Lee	Wheelwright Pond 7.2kv
30	Lincoln	Bog Pond 115kv
31	Litchfield	Merimack River 115kv (x3); 12.47kv
32	Lyman	Dodge Pond 1.2kv
33	Manchester	Merrimack River 34.5kv (x 2) and see Bedford #3
34	Merrimack	Souhegan River 34.5kv; 115kv; Merrimack River see Litchfield

35	Milan	Androscoggin River 7.2kv (x2)
36	Milton	Salmon Falls River 7.2kv
37	Nashua	Nashua River 34.5kv (x4); 4.16kv Merrimack River see Hudson #27
38	New Hampton	Pemigewasett River 34.5kv; see Hill #23 and Bridgewater#8
39	Newmarket	Lamprey River 34.5kv; and see Durham #15
17	Northfield	Merrimack River see Franklin #17
40	Northumberland	Ammonoosuc River 4.16kv; 7.2kv; Connecticut River 2.4kv
25	Plymouth	Pemigewasett River see Holderness #25
41	Portsmouth	Piscataqua River 4.16kv; 2.4kv; Sagamore Creek 2.4kv
42	Rindge	Island Pond 2.4kv
43	Sanbornton	Cawley Pond 7.2kv
44	Stark	South Pond 1.2kv
45	Strafford	Wild Goose Pond 7.2kv
46	Stratford	Connecticut River 7.2kv
47	Swanzey	Ashuelot River 115kv
4	Tilton	Winnisquam Lake; Silver Lake see Belmont #4
48	Wakefield	Lovell Lake7.2kv; Great East Lake 7.2kv (x2); 1.2kv; Pine River
		Pond 7.2kv (x2); Balch Pond 7.2kv
49	Washington	Island Pond 7.2kv
50	Weare	Horace Lake Water Reservoir 7.2kv; 2.4kv
51	Webster	Blackwater River7.2kv
52	Whitefield	Mirror Lake 7.2kv; Hazen Pond 34.5kv

Supplemental Order #12,444

K-165 License# 273 Exhabit 31 B1



of New Hampshire 1000 Elm Street, Manchester, N. H. 03105

August 26, 1976

The State of New Hampshire Public Utilities Commission 26 Pleasant Street Concord, New Hampshire 03301

Re: Water Crossing over the Lamprey River
Towns of Durham and Newmarket, New Hampshire

To the Commission:

Enclosed are the original and five copies of a petition by Public Service Company of New Hampshire for amendment of a License issued by Commission Order No. 12,219 under RSA 371:17 for a 34.5 KV line over and across the Lamprey River in Newmarket and Durham, N. H.

In DE 76-22, the Commission licensed a 34.5 KV transmission line crossing. The Company has received a request for service in an area which can be served by the same line if a neutral is added so that it can be used for distribution purposes.

The line was the subject of Appendix 15 filed in DE 76-22. The only proposed change is addition of a neutral 4 feet lower than the primary wires, so that the resulting height is 21.6 feet over the surface of the Lamprey River.

If appropriate state agencies and other interested parties are in agreement, we respectfully request that the license be granted without the necessity of a hearing.

Very truly yours,

/s/ Russell A. Winslow

Russell A. Winslow Corporate Counsel

RAW: sms

Enclosures

THE STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

Petition of Public Service Company of New Hampshire under RSA 371:17-20 for a license for an electric line over and across the public waters of the Lamprey River in the Towns of Durham and Newmarket, New Hampshire.

TO THE PUBLIC UTILITIES COMMISSION:

Public Service Company of New Hampshire, a corporation duly organized and existing under the laws of the State of New Hampshire and engaged in the generation, transmission and sale of electric energy in said State (hereinafter called the Petitioner), respectfully represents as follows:

- (1) That in order to meet the reasonable requirements of service to the public, Petitioner maintains and operates a 34.5 KV electric line of wires and cables over and across the Lamprey River in the Towns of Durham and Newmarket, New Hampshire, licensed by the Commission in DE 76-22 (Appendix 15).
- (2) That the Petitioner now desires to serve distribution loads directly from the 34.5 KV line, and to add a neutral wire in connection with that use. The neutral wire is to prevent possible unbalanced voltages to distribution customers during steady state and fault conditions.
- (3) That the location of the crossing is shown on Exhibit 15A1 The design is shown on Petitioner's Plan No. D-7649-181-Rev., attached as Exhibit 15A2 (Rev.).
- (4) That the overall length of the crossing is approximately 454 feet, with approximately 230 feet crossing the River.

- (5) That the crossing is overhead construction rather than submarine cable and underground construction because it is a simple addition of a neutral wire to an existing line.
- (6) That the Petitioner believes and therefore avers, that the license amendment hereby petitioned for may be exercised without substantially affecting the public right in said waters.

WHEREFORE, the Petitioner prays:

- (a) That the Commission find that the license amendment petitioned for may be exercised without substantially affecting the public rights in the Lamprey River; and
- (b) That the Commission render judgment amending the license relative to Appendix 15 in DE 76-22 (Commission Order No. 12,219) to permit the Petitioner to construct and maintain the neutral wire.

Dated at Manchester this 26th day of August, 1976.

Respectfully submitted,

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Ву	/s/ R. A. Winslow	
	Its Attorney	

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Petition by Public Service Company of New Hampshire for licenses to maintain electric lines over and across public waters in the State of New Hampshire.

..00..

ORDER NO. 12,219

WHEREAS, by petition filed March 12, 1976, Public Service Company of New Hampshire seeks licenses pursuant to RSA 371:17-21 as amended by c. 21, Laws of 1967, for licenses to maintain electric lines over and across public waters in the State of New Hampshire; the location, construction and design of which are shown on the fifty-two (52) appendices attached to the petition; and

WHEREAS, the petition represents that it is necessary for the petitioner to maintain electric transmission and distribution lines of wires and cables over and across certain lakes, ponds and streams in the State of New Hampshire which lines are part of its electric system throughout the state; and

WHEREAS, due to the increased recreational use of certain waters of the State, the petitioner has reviewed its construction and design of electric lines crossing lakes, ponds and streams within the State of New Hampshire and determined that certain crossings for which applications were not filed in the initial general licensing proceedings of the Commission in 1955 or thereafter now may require licenses as crossings of "public waters" pursuant to RSA 371:17-21; and

WHEREAS, following due notice no objections were raised by any of the interested parties to the petitioners request and upon investigation of all the facts before the Commission, it is found that the licenses hereby requested may be exercised without substantially affecting the public rights in said waters; it is

ORDERED, that licenses, be and hereby are, granted to Public Service Company of New Hampshire for those crossings described in the fifty-two (52) appendices of the petition which is on file at the office of this Commission.

By order of the Public Utilities Commission of New Hampshire this twenty first day of April, 1976.

Secretary

muS. Danburso

The following P.U.C. Order was superseded by previously added Order. A correction of the date 1973 to 1955 on the 24th line was made.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Petition by Public Service Company of New Hampshire for licenses to maintain electric lines over and across public waters in the State of New Hampshire.

..00..

ORDER NO. 12,219

WHEREAS, by petition filed March 12, 1976, Public Service Company of New Hampshire seeks licenses pursuant to RSA 371:17-21 as amended by c. 21, Laws of 1967, for licenses to maintain electric lines over and across public waters in the State of New Hampshire; the location, construction and design of which are shown on the fifty-two (52) appendices attached to the petition; and

WHEREAS, the petition represents that it is necessary for the petitioner to maintain electric transmission and distribution lines of wires and cables over and across certain lakes, ponds and streams in the State of New Hampshire which lines are part of its electric system throughout the state; and

WHEREAS, due to the increased recreational use of certain waters of the State, the petitioner has reviewed its construction and design of electric lines crossing lakes, ponds and streams within the State of New Hampshire and determined that certain crossings for which applications were not filed in the initial general licensing proceedings of the Commission in 1973 or thereafter now may require licenses as crossings of "public waters" pursuant to RSA 371:17-21; and



March 12, 1976

The State of New Hampshire Public Utilities Commission 26 Pleasant Street Concord, New Hampshire 03301

Re: Water Crossings

State of New Hampshire

To the Commission:

Enclosed are the original and four copies of a master petition with appendices by Public Service Company of New Hampshire for licenses under RSA 371:17 to maintain water crossings over and across public waters in the State of New Hampshire.

This petition covers the planned licensing of existing crossings based upon the Petitioner's comprehensive review of its water crossing facilities in response to the increase in recreational use of state waters and concerns therefore with safety standards.

If all interested parties are in agreement, we respectfully request that these licenses be granted without the necessity of a hearing pursuant to RSA 371:20, as amended.

Very truly yours,

/s/ Russell A. Winslow

Russell A. Winslow Corporate Counsel

RAW/djb

Enclosures

THE STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

Petition by Public Service Company of New Hampshire under RSA 371:17-20 as amended by \underline{c} . 21, Laws of 1967, for licenses to maintain electric lines over and across public waters in the State of New Hampshire.

TO THE PUBLIC UTILITIES COMMISSION:

Public Service Company of New Hampshire, a corporation duly organized and existing under the laws of the State of New Hampshire and engaged in the generation, transmission and sale of electric energy in said State (hereinafter called the Petitioner), respectfully represents as follows:

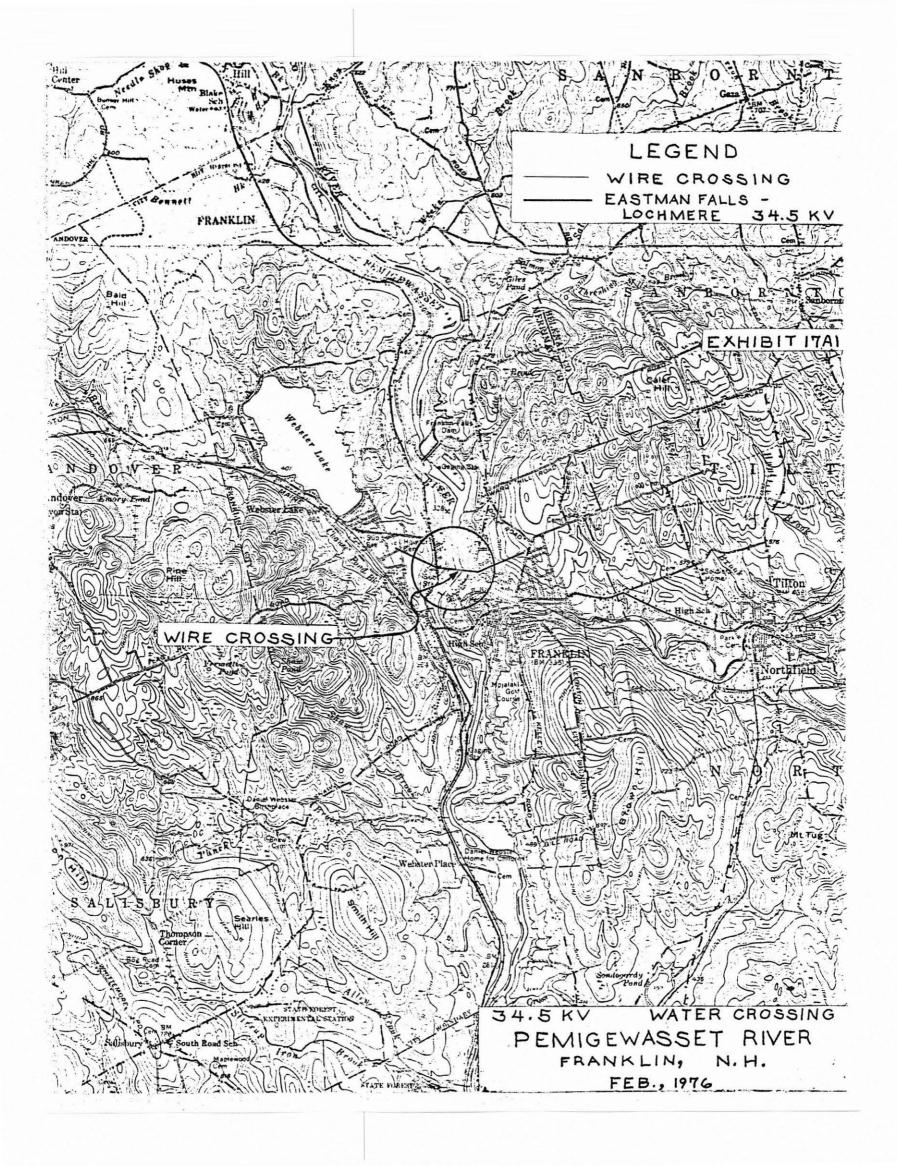
- 1. That in order to meet the reasonable requirements of service to the public, it is necessary for the Petitioner to maintain electric transmission and distribution lines of wires and cables over and across certain lakes, ponds and streams in the State of New Hampshire which lines are part of its electric system throughout said State.
- 2. That as a result of increased recreational use of certain waters of the State and concerns expressed by the Public Utilities

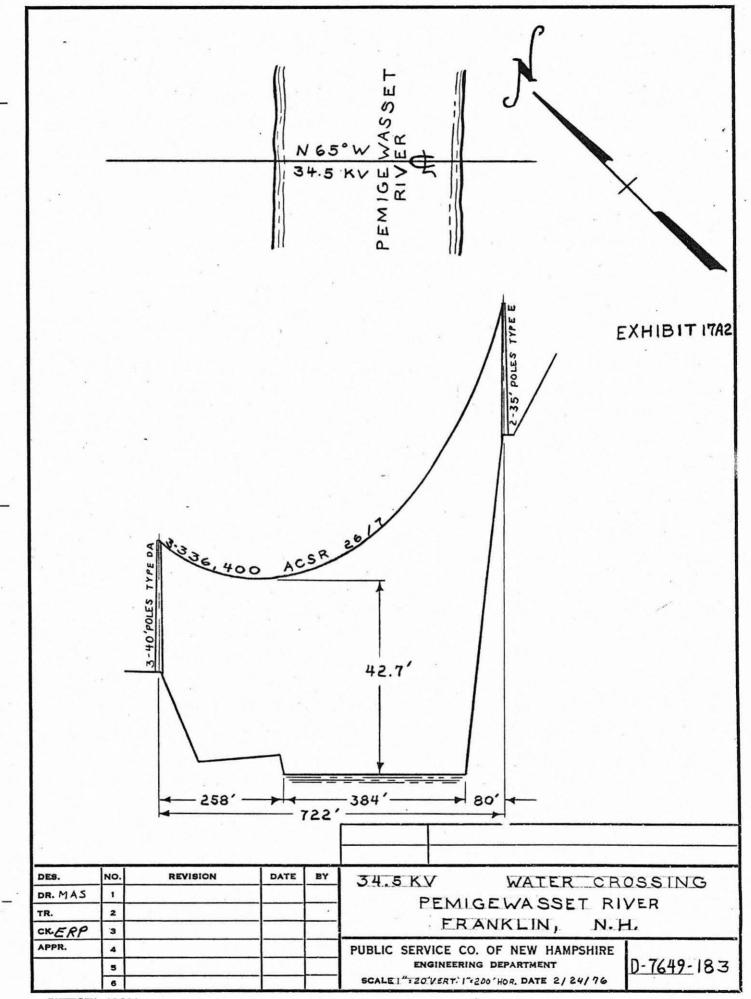
 Commission and the Department of Safety Services for the need to reassess height requirements and other safety standards concerning the Petitioner's electric lines crossing said waters, the Petitioner has, after discussions with the Public Utilities Commission reviewed its construction and design of electric lines crossing lakes, ponds and streams within the State of New Hampshire.
- 3. That as a result of said review, the Petitioner has determined that certain crossings for which applications were not filed in the initial general licensing proceedings of the Commission in 1955 (Commission Order No. 6668 relating to the Petitioner and Order No. 6667 relating to

CITY OF FRANKLIN

- Over the Pemigewasset River in the City of Franklin northerly of the Eastman Falls Dam as shown on Exhibits 17-A-1 and 17-A-2.
 Minimum Water Clearance: 42.7 feet.
- 2. Two water crossings over the Merrimack River in the City of Franklin and the Town of Northfield northerly of the Boscawen town line as shown on Exhibits 17-B-1; 17-B-2 and 17-B-3.

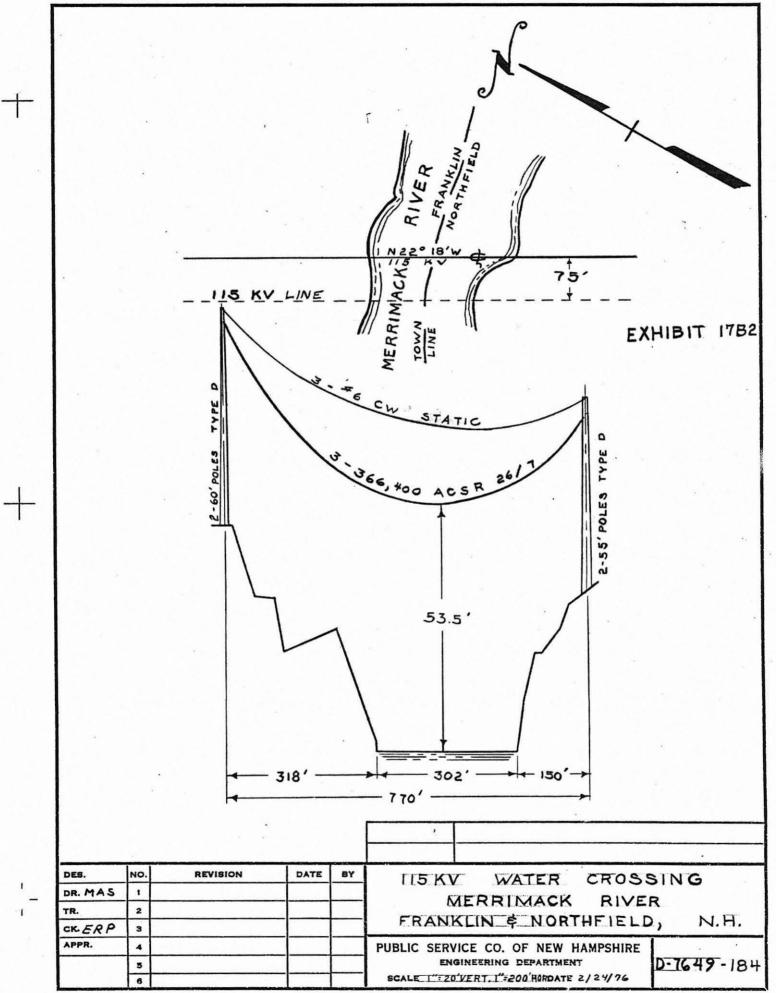
Respective Minimum Water Clearances: 53.5 feet and 47.8 feet.



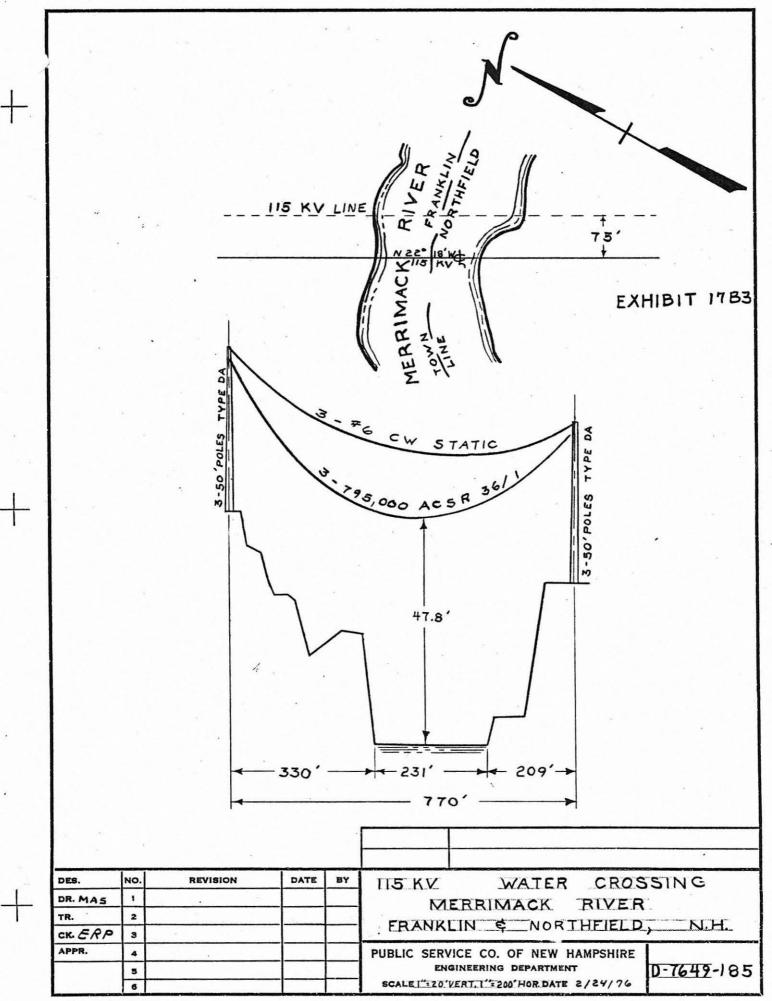


DIETZGEN 12624





DIETZGEN 12624



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THIS AGREEMENT, made in triplicate this 15TM day of February , 1967, by and between the BOSTON AND MAINE CORPORATION, a corporation duly established by law, hereinafter called the "Railroad", THE WESTERN UNION TELEGRAPH COMPANY, a corporation of the State of New York, hereinafter called the "Telegraph Company", and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a Corporation duly established by law, hereinafter called the "Licensee".

WITNESSETH THAT:

WHEREAS, the Licensee desires to erect and maintain Three (3) 795,000 CM ACSR bare wires operating at 115,000 volts and two (2) #8 Alumoweld ground wires over and across

on the premises of the Railroad in the City as shown on plan hereto Franklin, New Hampshire attached, marked:

> "115 KV LINE CROSSING B & M R.R. 637 FT. EAST OF M.P. WRJ-55/B-88 FRANKLIN, N.H. LINE Ph145 Date 10-26-66 D-8289-4"

NOW, THEREFORE, the Railroad, in consideration of the covenants and agreements hereinafter expressed to be kept and performed by the Licensee, hereby gives to the Licensee, so far as it lawfully may, permission to construct and maintain said

Wires

as aforesaid, but upon the following conditions:

- 1. Before construction is begun the Licensee shall submit to the Chief Engineer of the Railroad for approval complete drawings, giving full information concerning the locations of the crossings, the dimensions and materials of the wires, their supporting towers or poles, the insulators, pins and other details, together with a statement of the characteristics of the current to be used. No work shall be done or material ordered until the plans are approved by the Chief Engineer of the Railroad. All work shall be subject to the inspection and approval of the Chief Engineer of the Railroad and his interpretations of the drawings and specifications, and his decision as to the quantity and quality of the work shall be final and conclusive. All defective material shall be removed and replaced with suitable material, and all defective work made good by the Licensee.
- 2. Before any work connected with the construction, erection, repair, renewal or removal of said wires

is undertaken within or over the premises of the Railroad, the Licensee shall give due notice in writing to the Chief Engineer of the Railroad, except in cases of emergency; and all such work in connection therewith shall be done under the supervision of, and in a manner satisfactory to said Chief Engineer.

3. The Licensee shall pay the Railroad as rental for the license herein given the sum of one Hundred Forty Seven and 00/100 (\$147.00) Dollars the first year and Ninety Seven and 00/100 (\$97.00) Dollars per year thereafter during the continuance of this license, effective the First day of February 1967, and payable in equal annual advance payments. Notwithstanding the payment of any rental in advance the Railroad reserves the right to terminate this license as hereinafter provided, and in case this license is so terminated the Railroad shall repay to the Licensee such portion of the rent paid for the then current rental year as is proportionate to the fraction of said rental year then unexpired; provided, however,

that the Railroad shall be entitled to a total rental of not less than One Hundred Forty Seven and 00/100 (\$147.00)

Dollars.

- 4. The ticensee shall make at his/its own expense any changes in the location of said wires
 or the supports, which may from time to time be demanded by the Railroad.
- The Licensee covenants and agrees to indemnify and save harmless the Railroad, and the Telegraph Company, their successors or assigns, and their officers, agents and servants, from and against any and all loss, cost, damage or expense, and against any and all claims or suits for property damage, personal injury or death caused by the existence, construction, maintenance, repair, renewal, change, relocation, removal or use of said poles, wires, supporting towers or other appurtenances when not caused solely by the negligence of the Railroad or the Telegraph Company, or both of them, or their agents or servants, except that if such loss, injury, or damage shall be caused by the joint or concurring negligence of the Licensee and either one or both of the other parties hereto, the Licensee shall bear one half (1/2) the cost thereof; the rights of the Telegraph Company and the Railroad as between each other in the joint or concurring negligence of the Licensee and either one or both of the other parties hereto, shall be governed by the general agreement between them dated December 31, 1959, or if not covered thereby, by the law of the jurisdiction in which the occurrence shall take place; provided further, however, that the Licensee agrees that it will assume all responsibility for any damage to its property upon the premises of the Railroad caused by fire, whether communicated directly or indirectly by or from locomotive engines upon the Railroad or otherwise.

Licensee further agrees to pay the Telegraph Company all costs of any relocation, reconstruction, or other measures, which are necessary to avoid inductive interference with and minimize physical hazard to, the telegraph lines of the Telegraph Company in connection with the installation covered by this agreement.

- 6. This agreement may be terminated by either the Railroad or the Licensee on any day by giving to the other party thirty
 (30) days' written notice of intention to terminate. Such notice on
 the part of the Railroad may, at its option, be given by posting in
 a conspicuous place upon the premises and this agreement in such
 case shall terminate in thirty (30) days after such posting. Such
 termination shall conclude all the rights of the parties hereto
 upon the effective date of such termination, excluding, however, all
 rights and liabilities which have accrued prior to said termination
 date.
- 7. The Licensee shall remove all its poles, wires, or other materials from the said premises within ten (10) days after the termination of this license and shall restore the said premises as nearly as possible to as good order and condition as when original entry thereon was made by the said Licensee, and upon failure to do so the Railroad may at any time thereafter remove said materials and dispose of them at the expense of the Licensee without liability for such removal and disposition and may repair the said premises at the expense of the Licensee.
- enants and agreements herein contained shall be binding upon and shall inure to the benefits of the heirs executors administrators; successors and assigns of the Parties hereto, respectively, and the word "Licensee" shall be considered as meaning the "Licensee, bis/its heirs executors, administrators, successors and assigns", the word "Railroad" shall be considered as meaning the "Boston and Maine Corporation, or its successors and assigns", and the words "Telegraph Company" shall be considered as meaning "The Western Union Telegraph Company, or its successors and assigns", wherever the context does not render such construction impossible.
- 9. The Telegraph Company is made a party hereto as required by a contract between it and the Railroad dated December 31, 1959, whereby the Telegraph Company is granted an exclusive right of way for telegraph purposes on, along, over, under and across the

lines of the Railroad; such granted right of way being a preferred one as against all kinds of pole lines, conduit lines, wires, cables, and the appurtenances thereof, including supply lines, owned, leased or controlled by any person, firm or corporation not a party to said agreement.

10. Nothing herein shall be construed as affecting the rights and obligations existing between the Railroad and the Telegraph Company as set forth in an agreement between them dated December 31, 1959.

IN WITNESS WHEREOF the Licensee has hereunto set hand and seal and the Boston and Maine Corporation and The Western Union Telegraph Company have executed these presents on the day and year first above written.

APPROVED AS TO FORM

AND CONCURRENCE

Division Real Estate

Legal

Engineering

BOSTON AND MAINE CORPORATION

By Chief Engineer

THE WESTERN UNION PELEGRAPH COMPANY

By Western

Title: DIRECTOR OF CONTRACTS
FUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By Malle

Title: Chairman

