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Of Counsel
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Thomas W. Morse
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Serving New Hampshire since 1908

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** Also admitted in MA & NY
*** Also admitted in FL
**** Also admitted in MN

Please respond to the Portsmouth office

August 9, 2018

VIA EMAIL & REGULAR MAIL

Pamela Monroe, Administrator
N.H. Site Evaluation Committee
21 S. Fruit St., Suite 10
Concord, NH 03301

Re: Petition to Intervene in Eversource Docket No. 2015-04

Dear Administrator Monroe:

Enclosed for filing in the above-captioned matter please find a Reply to Objection to Petition to Intervene on behalf of Mark Joyce and Karen Crowley, Trustees of the Crowley Joyce Revocable Trust.

If you have any questions, please contact me.

Very truly yours,

Justin C. Richardson
jrichardson@uptonhatfield.com
(603) 436-7046

JCR
Enclosure
cc: Official Service List (via email)

159 Middle Street, Portsmouth, NH 03801
Concord – Hillsborough – Jaffrey – Peterborough – Portsmouth

BEFORE THE STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

Application of Public Service Company of New Hampshire d/b/a Eversource Energy
for a Certificate of Site And Facility for the Construction of a New 115 kV
Transmission Line from the Madbury Substation to the Portsmouth Substation

NHSEC Docket No.: 2015-04

REPLY TO OBJECTION TO PETITION TO INTERVENE

Mark Joyce and Karen Crowley, Trustees of the Crowley Joyce Revocable Trust reply to Eversource's August 3, 2018 *Objection* as follows:

I. A "Compelling Justification" is not required for late intervention

1. In Paragraph 14, Eversource argues that Mark Joyce and Karen Crowley failed to provide a "compelling justification" in support of their late-filed petition for intervention.

However, a "compelling justification" is not required. Intervention is permitted when the "rights, duties, privileges, immunities or other substantial interests might be affected by the proceeding" and "intervention would be in the interests of justice and would not impair the orderly and prompt conduct of the hearings." Site 202.11 (b) & (c); RSA 541-A:31, I.

2. The Petition explains that the proposed concrete structures are directly in front of the Joyce Crowley residence and that the proposed relocation of the high-voltage transmission line immediately adjacent to their property violates their property rights to enforce the Little Bay Covenants (Exhibit 2). They are therefore "directly affected" within the meaning of RSA 541-A:31, I and Site 202.11.

II. Intervention is in the Interests of Justice

3. The "interests of justice" standard for intervention is met because Eversource's original Application contained no details concerning the construction of concrete mattresses on

the shoreline directly in front of the Joyce – Crowley residence, despite RSA 162-H:7, V which requires that: “Each application shall also: [...] (c) Describe in reasonable detail the impact of each major part of the proposed facility on the environment for each site proposed.” (emphasis added). It appears the original Application contained no visual simulations of the concrete mattresses. Eversource did not present or discuss the concrete mattresses during the public information sessions in Newington. As Newington Planning Board Chair Denis Hebert explained in his July 20, 2018 *Supplemental Testimony*, Eversource did not provide any details until the July 17, 2017 and even then, “none of [Eversource’s] photos depict[ed] the concrete mattresses on the Newington shore of Little Bay as viewed from the middle of Little Bay at low tide. Also, none of these photos show how the concrete mattresses would appear when viewed from abutting properties.”¹

4. In Paragraph 14 of its *Objection*, Eversource tries to overcome its failure to provide “reasonable detail” as required by RSA 162-H:7, V, by listing examples where its Application includes minor references to the proposed concrete mattresses. However, these examples show that Eversource failed to provide “reasonable detail” as required:

- Eversource’s *Objection* first points to Section E-8 of its Application but this Section only states on Page 24 that: “... PSNH may be required to use protective cover, such as concrete mattresses, which may result in permanent impacts.”

¹ See Page 8 (“Although the Applicant’s visual assessment report identifies Little Bay as a scenic resource within the area of greatest potential visual impact¹, the report makes no mention of the concrete mattress installations and contains no visual simulations of these structures. In response to a Technical Session Data Request (3-5), on July 18, 2017, Eversource provided the parties with an Addendum to the Visual Assessment which discusses the visual impact of the concrete mattresses. In addition, the aforementioned response included four (4) pages of photographs relating to concrete mattresses in the Little Bay area. **However, from what I can tell, none of those photos depict the concrete mattresses on the Newington shore of Little Bay as viewed from the middle of Little Bay at low tide. Also, none of these photos show how the concrete mattresses would appear when viewed from abutting properties.** Without this information, Newington believes there is insufficient information for it and for the Committee to determine whether the Project will have an unreasonable adverse effect on aesthetics in the Little Bay area”) (emphasis added).

(emphasis added). No details are provided and this suggests that concrete mattresses may not need to be constructed at all.

- Eversource’s *Objection* next lists Page 87 of its Application which similarly states: “If ledge is encountered, the burial depth will be attempted using a rock hammer to break the rock into maneuverable pieces. If this process is unsuccessful, protective concrete mattresses may be necessary to provide adequate cover for the cables.” (emphasis added). Again, no details are provided and this suggests that concrete mattresses may not need to be constructed at all.
- Eversource’s *Objection* lists its Environmental Maps (Appendix 2) but the relevant page (magnified approximately 200%) only shows the following:



The “reasonable detail” required by statute is missing. The Environmental Maps give the reader no information on these structures, impacts of construction or their visibility.

- Lastly, Eversource's *Objection* lists the Testimony of Troy Godfrey. However, Godfrey merely states on Page 7 at line 24 that: "Wherever a 42 inch burial cannot be achieved with the jet-plow, articulated concrete mattresses will be installed over the top of the submarine cables." (emphasis added). Again, the "reasonable detail" required by statute is missing and like the Application, this testimony suggests that concrete mattresses may not be needed at all.

5. As a result, the delay in seeking intervention is a direct result of Eversource's failure to provide "reasonable detail" on a major impacts to land use and the shoreline environment in its original Application and during public informational sessions in Newington. It appears no details were made available until after the deadline expired. It is therefore in the interests of justice to allow intervention as Mark Joyce and Karen Crowley are direct abutters and directly affected by the project and would have timely intervened had the required details been included in the application and presented during the public information sessions as RSA 162-H contemplates.

III. Intervention will not impair the orderly and prompt conduct of the hearings.

6. In Paragraph 16 of its *Objection*, Eversource argues that Mark Joyce and Karen Crowley wish to conduct untimely discovery and submit untimely testimony. This is not the case. Mark Joyce and Karen Crowley's *Petition to Intervene* clearly states that they request intervention "to allow them to protect their property and their property rights and to advocate for alternatives to avoid or reduce impacts thereto based on the record in this proceeding." *Petition to Intervene*, Para. 11 (emphasis added). They did not request to submit untimely discovery or untimely testimony. As a result, intervention will not impair the orderly and prompt conduct of the hearings. Site 202.11 (b) & (c)

IV. Eversource's Objection Surprisingly Confirms It Has No Legal Right to Construct its Project.

7. In Paragraph 16 of its Objection, Eversource makes a surprising admission that merits consideration. It states that: "... the Late-Filed Petition makes several factual errors that do not support intervention." It then explains in Footnote 2 that: "... The Petition [to Intervene] contends that the 1950 McFarland easement and Public Utility Commission Order No. 5881 both effect a limitation on Eversource's property rights, but fails to note that the McFarland easement was released by a release deed in 1997 (Rockingham County Registry of Deeds Book 3231, Page 2794), in exchange for a new grant of easement rights on the abutting Beswick property (Lot #5, Plan No. D-12"/3)" (emphasis added).

8. Eversource's *Objection* reveals a significant legal error in its Application. It is now apparent that the MacFarland easement (Exhibit 5) no longer exists. Eversource claims a "new grant of easement rights on the abutting Beswick property" conveyed in 1997 (Exhibit 6) but the Beswick's conveyance is subordinate to the Little Bay Covenants (Exhibit 2) were duly recorded in 1984 and prohibit all non-residential structures and all non-residential uses. While Eversource claims it obtained a new easement in a new location, it had notice of the restrictions on the Beswick property and could not acquire any right to violate those covenants without releases from the residents in the Gundalow Landing subdivision who are entitled to enforce them. *See e.g. Smith v. Wedgewood Builders Corp.*, 134 N.H. 125, 131-32 (1991) *citing McCone v. Courser*, 64 N.H. 506, 508 (1988); *Pratte v. Balatsos*, 99 N.H. 430, 435 (1955) ("By virtue of the recording, the defendants ... were given constructive notice of the plaintiffs' equitable interest and were under a duty to make inquiry to discover its extent and effect. [...] When the defendants acquired the right-of-way, they took it subject to any equitable right held by the

plaintiffs.”). Eversource holds no easement or other rights superior to the Little Bay Covenants which prohibit all non-residential structures and all non-residential uses.

9. It is too late for Eversource to acquire those rights under RSA 371:1 in this proceeding.² RSA 162-H:7, IV requires that Eversource’s Application include the information necessary to “satisfy the application requirements of each state agency having jurisdiction, under state or federal law, to regulate any aspect of the construction or operation of the proposed facility, and shall include each agency's completed application forms.” (emphasis added). Eversource did not include a petition to acquire the necessary property rights under RSA 371:1 and it cannot do so now without amending its application (or submitting a new application).³ This would require a new application, review and hearings under RSA 162-H. This is a serious risk because denial of an agency approval requires denial of a certificate. RSA 162-H:16, I.

10. Mark Joyce and Karen Crowley therefore request the opportunity to be heard by the Committee in this proceeding before decisions are made that could require a new application to take their property rights to use and enjoy their property as well as their property right to enforce the Little Bay Covenants which are fundamental rights protected by the State and Federal Constitutions. It is therefore critical that their Petition to Intervene be granted in this proceeding where decisions may be made that could impact or result in a taking of their property rights.

² RSA 371:1 states: “Petition. – Whenever it is necessary, in order to meet the reasonable requirements of service to the public, that any public utility should construct a line, branch line, extension, pipeline, conduit, line of poles, towers, or wires across the land of another, ... and it cannot agree with the owners of such land or rights as to the necessity or the price to be paid therefor, such public utility may petition the public utilities commission for such rights and easements or for permission to take such lands or rights as may be needed for said purposes. [...] “

³ In the Groton Wind case, Docket No. 2010-01, the applicant failed to include an application to the State Fire Marshall, resulting in non-compliance and extensive proceedings to correct the omission of a required state agency approval.

IV. Consolidation with the Frizzell's Representation is inappropriate.

11. Lastly, Eversource requests consolidation of representation with that of Keith and Sara Frizzell. This would not be appropriate as Keith and Sara Frizzell live several miles away from the location of the shoreline impacts and the proposed concrete structures, in an area where Eversource proposes to construct above-ground transmission poles. The Frizzells are not impacted by the shoreland construction and it makes no sense to burden them with the responsibility to address impacts several miles from their property.

V. Conclusion.

12. For the reasons stated herein, Mark Joyce and Karen Crowley respectfully request that their Petition to Intervene be granted.

Respectfully submitted,

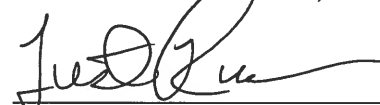
Mark Joyce and Karen Crowley

By Their Counsel,

UPTON & HATFIELD, LLP

Date: August 9, 2018

By:



Justin C. Richardson (NHBA 12148)
159 Middle Street
Portsmouth, New Hampshire 03801
(603) 436-7046
e-mail: jrichardson@uptonhatfield.com

CERTIFICATION

I hereby certify that a copy of the foregoing was this day forwarded to all persons on the Committee's official service list in this proceeding.



Justin C. Richardson

B3231 P2794

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

RELEASE DEED

0039432

Aug 14 10 02 AM '97

KNOW ALL MEN BY THESE PRESENTS, that PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation, with its principal place of business and mailing address at 1000 Elm Street, P.O. Box 330, in Manchester, County of Hillsborough, State of New Hampshire 03105 (hereinafter called Grantor) for consideration paid, hereby RELEASES to PAUL R. BESWICK, of 44 Gundalow Landing Circle, Newington, County of Rockingham, and State of New Hampshire 03801 (hereinafter called Grantee), the rights and interests of the Grantor in and to certain land of the Grantee in the Town of Newington, County of Rockingham, State of New Hampshire, which were acquired by New Hampshire Electric Company by deed of Richard B. MacFarland and Gertrude C. MacFarland dated November 8, 1950, recorded in the Rockingham County Registry of Deeds at Book 1191, Page 205, being shown as the PSNH easement area on Lot #5 on a plan entitled "Little Bay Estates Located in Newington, N.H." dated February 13, 1984, and recorded in said Registry of Deeds as Plan No. D-12730. Grantor is successor in interest to New Hampshire Electric Company. Meaning and intending to release said rights and interests only as they affect Lot #5 shown on the aforesaid plan.

Grantor also hereby grants, transfers, and assigns to Grantee all rights, title, and interest of the Grantor in and to the small cable house located on Grantee's property at the shoreline of Little Bay; said structure is transferred to Grantee "as is" and without any warranties, express or implied.

EXCEPTING and RESERVING from this release deed all of the Grantor's existing overhead power lines, poles, and appurtenant equipment and facilities located on Grantee's property.

This release deed is given in exchange for the contemporaneous grant of transmission line easement rights by the Grantee to the Grantor over additional land of the Grantee located in Newington, New Hampshire.

The within described easement rights are released without release or consent by the Trustee or Mortgagee under the Grantor's First Mortgage Indenture, dated as of August 15, 1978 to First Fidelity Bank, National Association, New Jersey, recorded in the Rockingham County Registry of Deeds, at Book 2876, Page 453 and Grantor's Mortgage dated as of May 1, 1991, to Bankers Trust Company, recorded in said Registry at Book 2876, Page 677, as amended by a certain PSNH Mortgage Amendment, dated as of April 1, 1996, recorded in said Registry at Book 3152, Page 712, and assigned to Chemical Bank by a certain PSNH Mortgage Assignment, dated as of April 1, 1996, recorded in said Registry at Book 3152, Page 703; pursuant to and in accordance with Article 7, Section 7.2, Subdivision (g) and Article V, Section 5.02, Subdivision (g) thereof, respectively.

B3231 P2795

EXECUTED this 30th day of June, 1997.

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

By: Paul E. Ramsey
Paul E. Ramsey
Vice President - Customer Operations

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 30th day of June, 1997, by Paul E. Ramsey, Vice President - Customer Operations of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

My commission expires:

Anne Marie Bommer
Notary Public/Justice of the Peace

ANNE-MARIE BOMMER Notary Public
My Commission Expires March 8, 2002

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION

REAL ESTATE TRANSFER TAX

XX THOUSAND XX HUNDRED AND 40 DOLLARS

081497 276267 \$40.00

FORM 11 7/11/90

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

B3231 P2796

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that PAUL R. BESWICK, married, of 44 Gundalow Landing Circle, Newington, New Hampshire 03801 (hereinafter called Grantor) for consideration paid, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation, with its principal place of business and mailing address at 1000 Elm Street, P. O. Box 330, in Manchester, County of Hillsborough, State of New Hampshire 03105 (hereinafter called Grantee) with WARRANTY covenants,

0039433

The permanent RIGHT and EASEMENT to construct, repair, rebuild, operate, patrol and remove overhead and underground lines consisting of wires, cables, ducts, manholes, poles and towers, together with foundations, crossarms, braces, anchors, guys, grounds, and other equipment for transmitting electric current and/or communications over, under, and across a parcel of land 100 feet in width situated in the Town of Newington, in the County of Rockingham, State of New Hampshire. Said 100 foot parcel shall extend 50 feet northerly and 50 feet southerly of a line or extension of a line, described as follows:

AUG 14 10 01 AM '97

Beginning at a point on the westerly side line of Gundalow Landing Circle; said point of beginning being located North 09°34' West, 68 feet, more or less, from the southeasterly corner of Lot No. 5 as shown on a plan entitled "Little Bay Estates Located in Newington, NH" dated February 13, 1984, and recorded at the Rockingham County Registry of Deeds as Plan #D-12730; thence, North 75°56' West, 103.5 feet, more or less, to an angle point; thence, North 71°18' West, 530 feet, more or less, to the approximate high water mark of Little Bay, said point being located South 44°48' West, 172 feet, more or less, from a granite bound found in the northerly boundary line of said Lot 5 at Little Bay.

Meaning and intending to describe and convey easement rights in a portion of the same premises conveyed to the Grantor by deed of New Hampshire Savings Bank dated November 19, 1990, recorded in the Rockingham County Registry of Deeds at Book 2858, Page 2691.

This conveyance shall include the right to clear and keep clear the easement parcel of all trees and underbrush by such means as the Grantee may select, to remove all structures or obstructions which are within the limits of the parcel, and to cut or trim such trees on the above-mentioned premises of the Grantor as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance and operation.

The Grantor for himself and his heirs, executors, administrators, successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that he will not erect or maintain any building or other structure, or permit the erection or

B3231 P2797

maintenance of any building or other structure of any kind or nature upon the easement parcel, or change the existing grade or ground level of the easement parcel by excavation or filling.

This easement deed is given in exchange for the contemporaneous release of transmission line easement rights by the Grantee to the Grantor over another portion of Lot 5 owned by the Grantor.

The undersigned, Siang K. Beswick, wife of Paul R. Beswick, hereby releases her homestead rights in the easement parcel as to the right and easement granted herein.

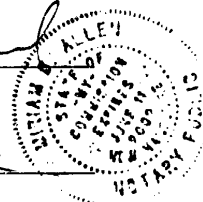
EXECUTED this day of July 28th, 1997.

Paul R. Beswick

Paul R. Beswick

Siang K. Beswick

Siang K. Beswick

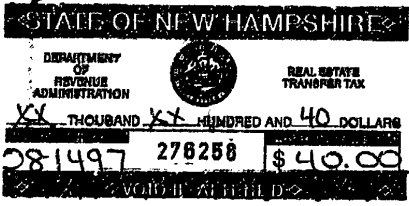


State of New Hampshire
County of

The foregoing instrument was acknowledged before me this 28th day of July, 1997, by Paul R. Beswick and Siang K. Beswick of Newington, New Hampshire.

My commission expires: 6/11/02

William B. Alley
Notary Public/Justice of the Peace



B3231 P2800

AGREEMENT AND CONSENT TO JOINT USE

AGREEMENT made this 30th day of June, 1997 by and between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with its principal place of business at 1000 Elm Street, Manchester, New Hampshire, 03105 (hereinafter called PSNH); and PAUL R. BESWICK, of 44 Gundalow Landing Circle, Newington, New Hampshire, 03801 (hereinafter called Beswick);

WITNESSETH THAT

WHEREAS, PSNH acquired a 100 foot wide easement by deed of Paul R. Beswick, dated July 28, 1997, and to be recorded in the Rockingham County Registry of Deeds, (hereinafter called the Easement), which is essential to its operations in the Newington area and will erect poles, lines and appurtenant equipment across portions of the Easement;

WHEREAS, Beswick is the fee owner of property located on Gundalow Landing Circle in Newington, New Hampshire, a portion of which is subject to the Easement;

WHEREAS, Beswick wishes to maintain a swimming pool (hereinafter called the Pool), between PSNH structures 93 and 94 on transmission line # 3161, as shown on a plan entitled "3161 Line at Little Bay Newington, New Hampshire", dated January 26, 1996, (hereinafter called the Plan), which is attached hereto and made a part hereof, but not recorded herewith;

WHEREAS, Beswick recognizes that there are risks associated with the placement and use of a pool under a high voltage transmission line.

WHEREAS, the Easement prohibits the erection or maintenance of any building and structure and authorizes the removal of all obstructions within the Easement;

WHEREAS, PSNH desires to cooperate with Beswick in the retention and maintenance of the Pool, subject to the terms and conditions set out, and Beswick desires to cooperate with PSNH to protect its easement rights.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- (1) This Agreement runs solely with the parcel of land as shown on the Plan and described in the Easement.
- (2) PSNH consents to the retention and maintenance of the Pool and the use of a portion of the Easement by Beswick as described above and shown on the Plan; such consent is not to be deemed a waiver of any of its rights under the Easement.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

B3231 P2801

- 2 -

(3) Beswick and PSNH agree to jointly use a certain portion of the Easement as described above and shown on the Plan, subject to the conditions contained herein.

(4) Beswick and PSNH agree to use their best efforts to cooperate in said joint use and to use their efforts to provide each other, when requested, with engineering and surveying plans, maps or information necessary or helpful in locating or determining rights of the other.

(5) Beswick agrees to take all safety precautions when working under and near PSNH's high voltage electric transmission line.

(6) Beswick agrees to provide notification to PSNH prior to beginning maintenance of the Pool adjacent to PSNH facilities and equipment within the Easement. Notification to PSNH shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor at P.O. Box 330, Manchester, New Hampshire, 03105 or at telephone number (603) 669-4000.

(7) Beswick agrees to use his best efforts to maintain the Pool in a reasonable manner so that it does not interfere with or damage the towers, poles, cables or any other equipment owned, constructed or maintained by PSNH or prevent PSNH from replacing, repairing, rebuilding, operating, patrolling and removing said equipment or prevent PSNH from complete and unobstructed access to and along PSNH transmission line # 3161. Beswick further agrees to cover the full reasonable costs to PSNH for any such interference or damage as a result of his maintenance activities within the Easement.

(8) Beswick agrees that any field changes in the Plan within the Easement during construction or thereafter, or any blasting activities, future construction or change of use within the Easement shall be subject to prior written approval by PSNH. Requests for approval shall be addressed to James F. Mayo, P.E., Transmission Line Engineer or his successor. PSNH's approval will not be unreasonably withheld.

(9) Beswick agrees not to pile any snow or construction materials or store any equipment within the Easement.

(10) Beswick agrees not to construct any permanent structures, including storage sheds, within the Easement.

(11) Beswick agrees not to place any wells or septic systems within the Easement.

B3231 P2802

- 3 -

(12) Beswick agrees that following maintenance of the Pool to dispose of all waste material outside the Easement; grade, resoil and reseed in a reasonable manner wherever necessary; employ any necessary erosion control measures; and restore and maintain the Easement in a condition acceptable to PSNH.

(13) Beswick further agrees that anytime after a five year period from the date of this document to remove the Pool if such action is required for PSNH's use of the Easement. Beswick shall, upon receipt of written notice from PSNH of its intention to exercise its easement rights, remove the Pool from that portion of his property subject to said easement rights, at his expense. PSNH shall give Beswick at least six (6) months prior written notice of its intention to exercise its easement rights. If Beswick fails to remove the Pool within the time period, PSNH shall have the right to do so by any means and charge the cost of removal to Beswick.

(14) Beswick agrees to obtain and keep in force during the term of this Agreement any and all permits or approvals required by any authority having jurisdiction over construction of this nature, and shall be responsible for payment of any and all taxes levied on it.

(15) Beswick agrees to indemnify, defend and save harmless PSNH from and against any and all loss, cost, damage, expense and claims, and against any and all claims, actions or proceedings for property damage, personal injury or death arising out of the use of the rights granted herein.

(16) Any consent, express or implied, by either party to a breach by any other party of a covenant, or a condition contained herein, shall not constitute a waiver of any prior or succeeding breach of any covenant or condition contained herein.

(17) This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, administrators, successors and assigns.

(18) The Agreement shall be interpreted in accordance with the law of the State of New Hampshire and it shall be specifically enforceable.

(19) This Agreement contains the entire Agreement between the parties and any amendment thereof shall be in writing and executed by the parties to this Agreement.

(20) This Agreement and any amendments thereto shall be recorded in the Rockingham County Registry of Deeds.

B3231 P2803

EXECUTED by the parties the day and year first above written.

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

Anne-Marie Sommer
Witness

By: Paul E. Ramsey
Paul E. Ramsey
Vice President - Customer Operations
Duly Authorized

Marie A. Gerde
Witness

Paul R. Beswick
Paul R. Beswick

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 30th day of
June, 1997 by Paul E. Ramsey, Vice President - Customer Operations of Public
Service Company of New Hampshire, a New Hampshire corporation, on behalf of the
corporation.

ANNE-MARIE SOMMER, Notary Public
My Commission Expires March 6, 2002

Anne-Marie Sommer
Notary Public/Justice of the Peace

My commission expires:

State of New Hampshire
County of Rockingham

The foregoing instrument was acknowledged before me this 4th day of
August, 1997 by Paul R. Beswick of Newington, New Hampshire.

Ann B. Allen
Notary Public/Justice of the Peace

My commission expires:
June 11, 2002

