



Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-5

Date of Response: 11/2/15
Respondent: William J. Clark

REQUEST:

Ref. Staff DR 1-3. Please provide a copy of the purchase contract with the site land owners.

RESPONSE:

Pursuant to Puc 203.08, the Company has a good faith basis for seeking confidential treatment of the attachment to this response, Confidential Attachment Staff 2-5. The Company will submit a motion for confidential treatment regarding this attachment at or before the commencement of the final hearing in this proceeding.

Please see Confidential Attachment Staff 2-5 for a copy of the purchase contract.

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Option Agreement") is made as of the 1st day of September, 2015 (the "Effective Date") by and between Upper Valley Sand & Gravel, LLC ("Seller") and Liberty Utilities (EnergyNorth Natural Gas) Corp. and its affiliates and subsidiaries ("Purchaser").

RECITALS

A. Seller is the owner of real property generally located in the city of West Lebanon, State of New Hampshire consisting of approximately 24.7 acres with improvements and generally described as 384-386 Plainfield Road, West Lebanon, New Hampshire and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Seller desires to grant to Purchaser, and Purchaser desires to acquire from Seller, an option to purchase the Property.

AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Option to Purchase the Property

1. Grant of Option. Seller hereby grants to Purchaser an exclusive option (the "Option") to purchase the Property on the terms and conditions set forth herein. This Option Agreement grants a true option to Purchaser to purchase the Property and Purchaser shall have no obligation to purchase all or any portion of the Property.

2. Purchase Price. If Purchaser exercises the Option, the purchase price for the Property shall be [REDACTED], subject to customary adjustments and adjustments outlined in Sections 4 and 9(c) of this Option Agreement, which shall be paid at the time of closing of the purchase of the Property, as hereinafter provided.

3. Option Period. The term of the Option shall be for a period of [REDACTED] from the date first above written (the "Option Period"). Purchaser has the right, in its sole discretion, to extend the Option on a month to month basis (the "Option Period Extension") upon giving written notice to Seller on or before the last day of the Option Period or Option Period Extension as applicable. Purchaser shall have the right to terminate this Option Agreement at any time during the Option Period or any Option Period Extension upon the provision of written notice to Seller. The Option Period together with Option Period Extensions (the "Option Term") shall have a maximum term of [REDACTED].

4. Option Payment and Option Period Extension Payment(s). Upon execution of this Option Agreement, Purchaser shall deliver to Seller a payment in the amount of [REDACTED] as consideration of Seller's grant of said Option, which consideration is hereby acknowledged by Seller to be received and sufficient (the "Option Payment"). On or prior to the end of the Option Period or Option Period Extension, Purchaser shall deliver to Seller an amount equal to [REDACTED] extension to the Option Period as consideration of Seller's grant of an extension to the Option Period or Option Period Extension. [REDACTED]

5. Exercise. Purchaser may exercise the Option by executing and delivering to Seller during the Option Term, a copy of the purchase agreement attached hereto as Exhibit C and incorporated herein by reference (the "Purchase Agreement") fully executed by Purchaser (Seller having executed two (2) originals of said Purchase Agreement at the time of execution of this Option Agreement) and specifying therein a Closing Date not more than sixty (60) days from the date of exercise of the Option.

6. Runs with the Land. The Option contained in this Option Agreement shall run with and against the Property and shall be a benefit in gross to Purchaser as provided herein. This Option Agreement shall be binding upon Seller, and its successors in interest in the Property, and shall inure solely to the benefit of Purchaser. Purchaser shall have the sole right and ability to enforce the terms of this Option Agreement against Seller or its successors in interest in the Property and may record a memorandum of this Option Agreement in the Grafton County Registry of Deeds.

7. Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not allow the dumping on the Property of any wastes or substances of any kind whatsoever, except strictly in accordance with all applicable federal, state or local statutes, ordinances, rules, regulations or other law. Without the prior written consent of Purchaser and with the exception of the agreements listed in Exhibit B to this Option Agreement, Seller shall not (i) enter into any transaction in respect to or affecting the Property, including, without limitation, leases or service, maintenance or repair contracts in respect to or affecting the Property, which will survive the closing of a purchase and sale transaction for the Property between the Purchaser and the Seller, (ii) further encumber the Property in any form or manner whatsoever, or (iii) create or allow to be created any additional exceptions to title to the Property.

8. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants that, as of the Effective Date:

- a. Seller has full and lawful right and authority to execute and deliver this Option Agreement and to consummate the transactions contemplated hereunder;
- b. Seller owns good fee simple marketable title to the Property;

c. To Seller's knowledge, there is currently no litigation, bankruptcy or other proceeding threatened or pending in any manner affecting the Property or any part thereof;

d. To Seller's knowledge, there is no pending or threatened condemnation of the Property or any part thereof;

e. To Seller's knowledge, there are no violations of any federal, state or local law, code, ordinance, rules, regulation or requirement, including without limitation applicable environmental laws or regulations, affecting the Property or any part thereof;

f. To Seller's knowledge, no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof;

g. To Seller's knowledge, there are no management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property which shall survive Closing;

h. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section (and Seller will furnish to Purchaser at Closing with an exemption certificate as set forth in said section);

i. Seller shall provide the Title Company with a certified statement in order to comply with Section 6056 or the Internal Revenue Code;

j. There are no leases or occupancy agreements affecting all or any portion of the Property that will survive the Closing except for those leases or agreements listed in Exhibit B to this Option Agreement.

k. Seller represents and warrants that the Property is currently zoned Heavy Industrial in accordance with the City of Lebanon Zoning Ordinance.

As provided in Section 7 and 8 above, Purchaser's obligations under this Option Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing.

9. Conditions of Option. This Option and subsequent purchase and sale shall be subject to the following:

a. *Access to Property and Inspections by Purchaser:* Seller shall allow Purchaser, its employees, agents, contractors, consultants, and representatives reasonable access to the Property, upon reasonable advance notice, for the purposes of conducting such surveys, tests, and inspections of the Property (including the groundwater and subsurface thereof) as Purchaser deems appropriate. Upon the completion of such investigations, Purchaser shall

promptly restore the Property to its prior condition to the extent practicable. Purchaser shall not incur any mechanics' liens in connection with its due diligence and, if so incurred, shall have same removed by payment or bond or other method reasonably satisfactory to Seller within thirty (30) days of receipt of notice of attachment. Purchaser shall not be responsible for notifying any party, including any public agency, of any conditions discovered at the Property, and Seller shall be responsible for all such notification. Purchaser, its employees, contractors, consultants, servants, and agents, shall have the right to inquire at any and all offices of governmental authorities regarding the Property.

b. [REDACTED]

10. Furnishing Documents. Seller shall, within ten (10) days following the date of this Option Agreement, furnish to Purchaser, for Purchaser's review, copies of any and all of the following items with respect to the Property in Seller's possession or control: (i) title insurance policies and underlying title documents, (ii) surveys, plats and other drawings, (iii) engineering reports, (iv) soil reports, (v) maintenance, repair and service contracts and any other material agreements relating to the Property, (vi) correspondence, documents, instruments or other information related to environmental conditions at or pertaining to the Property, (vii) records or information relating to any claims, actions, suits or other proceedings relating to all or any portion of the Property, and (viii) the most recent tax bill(s) with respect to the Property.

Seller shall also deliver to Purchaser (i) copies of any and all documents of the kind described in the foregoing paragraph received by Seller or its agents, employees, representatives or contractors on and after the Effective Date ("After Acquired Documents"), and (ii) any other types of documents or correspondence reasonably requested by Purchaser on or before the Closing with respect to the Property (the "Additional Documents"). After Acquired Documents shall be delivered to Purchaser within ten (10) days after receipt and any and all Additional Documents requested by Purchaser shall be delivered to Purchaser within ten (10) days after Purchaser's written request for such documents.

11. Notice. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the United States mail, first class postage prepaid; or (iii) in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided for.

All notices to Seller shall be directed to:
Upper Valley Sand & Gravel, LLC

[REDACTED]

All notices to Purchaser shall be directed to:
Liberty Utilities (EnergyNorth Natural Gas) Corp.
William Clark
15 Buttrick Road, Londonderry, NH 03053

or to such other persons or addresses as either party shall hereafter designate by notice given from time to time in accordance with this Section.

12. Benefit and Binding. This Option Agreement and the agreement resulting from the exercise of the Option shall bind and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties. All rights of Purchaser hereunder may be assigned without restriction or consent of Seller.

13. Specific Performance. Purchaser may enforce this Option Agreement by specific performance, it being agreed that Purchaser has no adequate remedy at law.

14. No Conveyance. Seller shall not convey the Property or any portion thereof or interest therein to any person other than Purchaser during the Option Term.

15. Attorney's Fees and Costs. In the event either party to this Option Agreement commences a legal proceeding to enforce any of the terms of this Option Agreement or any rights under this Option Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first above written.

UPPER VALLEY SAND & GRAVEL, LLC

By: 

Name: 

Title: Owner .. 9/16/15

**LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.**

By: Kevin M. McCarthy

Name: KEVIN M. MCCARTHY

Title: V.P. FINANCE - TREASURER

By: 

Name: Daniel G. Saad

Title: President - NH

EXHIBIT A TO OPTION AGREEMENT

LEGAL DESCRIPTION

All and the same land and premises conveyed to Upper Valley Sand & Gravel LLC by Warranty Deed of Carl L. Moulton acknowledged September 26, 2014, recorded October 2, 2014 in Book 4086, Page 111 of the Grafton County Registry of Deeds, and being more particularly described as follows:

PARCEL I: A certain parcel of land situated in the Town of West Lebanon, County of Grafton and State of New Hampshire, located westerly of River Road, so-called, and easterly of the Connecticut River. Said parcel of land is shown on a certain plan entitled "Boundary and Easement Plan, Carl L. Moulton, West Lebanon, NH" dated January 9, 1998, prepared by Holden Engineering & Surveying, Inc. recorded as Plan No. 9271 in the Grafton County Registry of Deeds (the "Plan"), more particularly bounded and described as follows:

Beginning at a point on the shore of the Connecticut River, said point being the northwesterly corner of the within described premises; thence S 77° 09' 33" E, along land now or formerly of the City of Lebanon, NH, a distance of 200 feet, more or less, to a point; thence continuing along a barbed wire fence S 76° 38' 03" E a distance of 483.40 feet, more or less, to a point; thence S 80° 02' 07" E a distance of 282.69 feet, more or less, to a point; thence S 77° 31' 13" E a distance of 240.74 feet, more or less, to a point; thence S 79° 51' 51" E a distance of 156.56 feet, more or less, to an iron pin found; thence turning and running along land now or formerly of Dennis Eaborn S 11° 22' 03" E a distance of 411.24 feet to an iron pin found; thence turning and continuing along said Eaborn land N 79° 37' 57" E a distance of 139.68 feet, more or less, to a point being 0.72 feet from an iron pin found, as shown on said Plan; thence turning and running along the westerly side of River Road, so-called, S 03° 22' 01" E a distance of 520.53 feet to a point at land now or formerly of the State of New Hampshire Fish & Game Dept.; thence turning and running along said State of New Hampshire land N 67° 02' 52" W a distance of 18.77 feet, more or less, to a concrete bound found; thence continuing N 67° 02' 52" W a distance of 558.54 feet, more or less, to a concrete bound; thence N 79° 09' 24" W a distance of 566.77 feet, more or less, to a concrete bound; thence continuing N 79° 09' 24" W a distance of 108 feet, more or less, to a point on the shore of the Connecticut River; thence running along the easterly shoreline of the Connecticut River in a northerly and westerly direction a distance of 962 feet, more or less, to a point at land now or formerly of the City of Lebanon, NH, said point being the point of beginning.

PARCEL II: Two certain tracts of land, with buildings thereon, situate in West Lebanon, and City of Lebanon, County of Grafton, and State of New Hampshire, bounded and described as follows:

Tract 1: Beginning at an iron pipe driven in the ground on the westerly side of the highway leading from the village of West Lebanon southerly to Plainfield and known as the River Road in said Lebanon. Said iron pipe being the southeasterly corner of land now or formerly of Margaret Wood, and now by the City of Lebanon, and 33 feet westerly from the center line of said highway as now used;

Thence leading South 10° 30' West in a line parallel with and 33 feet westerly from the center line of said highway as now used, a distance of 340 feet to an iron pipe driven in the ground, said iron pipe being about 550 feet northerly from the junction of the highway leading easterly to Meriden;

Thence making an interior angle of 96° and leading North 85° 30' West in the northerly line of land now or formerly of Edward P. and Mary E. Drake, a distance of 140.5 feet to an iron pipe driven in a woodchuck's hole;

Thence making an interior angle of 91° and leading North 03° 30' East in the easterly line of remaining land of Edward P. and Mary E. Drake, now or formerly, a distance of 408.8 feet to an iron pipe driven in the ground in the southerly line of land of said City of Lebanon;

Thence easterly to the southerly line of land of said City of Lebanon, and following a wire fence, a distance of 196 feet to the point of beginning.

The bearings as given are Magnetic (1949) and all distances to be more or less.

Tract 2: Being a small tract of land, 35 feet on the north and south sides, and 50 feet on the east and west sides. Said spring or well of water being of concrete construction, 3 feet in diameter and nearly center of said tract in a valley or ravine, lying 350 feet easterly of the highway known as the River Road in said Lebanon, leading from said West Lebanon southerly to Plainfield, and 150 feet northerly of the junction of the highway leading easterly to Meriden. The northwest corner of said tract being marked by a 12 inch soft maple tree, the northeast corner marked by a 12 inch rock maple tree, the southeast corner marked by a 10 inch walnut tree and the southwest corner marked by a 10 inch beech tree. All said trees being blazed with three hacks.

Together with right to enter, repair, relay and maintain an aqueduct from said concrete spring or well of water westerly to premises now or formerly owned by Edward P. Drake and Mary E. Drake, bounded and described as follows:

Beginning at said spring or well of water and leading North 38° West a distance of 102 feet;

thence South 78° West 57.7 feet;
thence North 77° West 21 feet;
thence North 06° 30' West 84.5 feet;
thence North 04° 30' West 88.7 feet;
thence North 03° 30' West 118.3 feet;
thence North 10° 30' West 65.4 feet;
thence North 36° 40' West 45.2 feet;
thence North 05° 30' West 73 feet;
thence North 19° 30' West 30.6 feet;

thence North 68° 15' West across said River Road, 56 feet to the easterly line of land of Edward P. and Mary E. Drake, now or formerly, at a point 73 feet northerly from an iron pipe at the

southeasterly corner of land now or formerly of said Edward P. and Mary E. Drake. Doing no unnecessary damage.

The Bearings are given as Magnetic (1950) and all distances to be more or less. Tree measurements are as of May 27, 1950.

Reference is hereby made to the foregoing deed and its records, and to the deeds and records referenced therein in further aid of this description.

EXHIBIT B TO OPTION AGREEMENT

SECTION 7. LEASES

1. Lease by and between Upper Valley Sand and Gravel, LLC and [REDACTED]
[REDACTED].

EXHIBIT C TO OPTION AGREEMENT

FORM OF PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Purchase Agreement") is made as of the ____ day of _____, 20__ by and between Upper Valley Sand & Gravel, LLC ("Seller") and Liberty Utilities (EnergyNorth Natural Gas) Corp. and its affiliates and subsidiaries ("Purchaser").

1. Property. Subject to the terms and conditions of this Purchase Agreement, Seller agrees to sell and Purchaser agrees to purchase the real property depicted on Exhibit A to the Purchase Agreement attached hereto and made a part hereof (Purchaser's final survey and legal description to govern; provided that Purchaser's final survey is certified to Seller), together with any and all buildings, attachments, improvements, easements, hereditaments and appurtenances thereto (the "Property").

2. Contract Date; Closing; Closing Date. The "Contract Date" shall be the date first set forth above. The "Closing Date" shall be _____, 20__. The closing of the transaction contemplated herein ("Closing") shall take place on the Closing Date at the offices of _____ (the "Title Company").

3. Purchase Price. The total purchase price for the Property, subject to adjustments provided for herein, shall be _____ (the "Purchase Price").

4. Deed. Seller shall sell the Property for the Purchase Price on the terms set forth herein and, at Closing, Seller shall convey or cause to be conveyed to Purchaser title to the Property by recordable form of special warranty deed subject only those exceptions accepted by Purchaser prior to the execution of this Purchase Agreement as exceptions to the Purchaser's title (the "Deed"), duly executed and acknowledged by Seller.

5. Inspection Prior to Closing. Purchaser, its agents, employees, representatives and contractors shall have reasonable access to the Property prior to the Closing Date, upon reasonable prior notice to Seller, to confirm, at Purchaser's sole cost and expense, the results of its earlier testing and inspections have not changed, which activities may include, without limitation, additional environmental site assessments and testing. Purchaser shall not allow any mechanic's lien or other lien, charge or order for the payment of money to be filed against the Property.

6. Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not allow the dumping on the Property of any wastes or substances of any kind whatsoever, except strictly in accordance with all applicable federal, state or local statutes, ordinances, rules, regulations or other law. Without the prior written consent of Purchaser and with the exception of the agreements listed in Exhibit B to this Purchase Agreement, Seller shall not (i) enter into any transaction in respect to or affecting the Property, including, without limitation, leases or service, maintenance or repair contracts in respect to or

affecting the Property, which will survive the Closing, (ii) further encumber the Property in any form or manner whatsoever, or (iii) create or allow to be created any additional exceptions to title to the Property.

7. Conditions Precedent to Purchaser's Obligations. Purchaser's obligation to purchase the Property is expressly contingent upon (i) Seller's representations and warranties being true on the Contract Date and remaining true through the Closing of this transaction; (ii) Seller's removal at Closing by application of the Purchase Price, of all title exceptions pertaining to liens and encumbrances of a definite and ascertainable amount (including, without limitation financing liens) which Seller hereby agrees to remove; (iii) the results of Purchaser's investigations pursuant to Section 5 hereof identifying no material changes to results identified during Purchaser's investigations under the Option Agreement; and (iv) Purchaser's obtaining an ALTA Form 2006 Owner's Title Insurance Policy containing only those exceptions accepted by Purchaser prior to the execution of this Purchase Agreement as exceptions to the Purchaser's title. The foregoing conditions are (x) necessary prerequisites for Purchaser's purchase of the Property; (y) included in this Purchase Agreement solely for Purchaser's benefit; and (z) may be waived solely by Purchaser, in Purchaser's reasonable discretion. Purchaser may terminate this Purchase Agreement at Purchaser's sole election upon written notice to Seller if any of the foregoing conditions are not satisfied.

8. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants that, as of the Contract Date and the Closing Date:

a. Seller has full and lawful right and authority to execute and deliver this Purchase Agreement and to consummate the transactions contemplated hereunder;

b. Seller owns good fee simple marketable title to the Property;

c. To Seller's knowledge, there is currently no litigation, bankruptcy or other proceeding threatened or pending in any manner affecting the Property or any part thereof;

d. To Seller's knowledge, there is no pending or threatened condemnation of the Property or any part thereof;

e. To Seller's knowledge, there are no violations of any federal, state or local law, code, ordinance, rules, regulation or requirement, including without limitation applicable environmental laws or regulations, affecting the Property or any part thereof;

f. To Seller's knowledge, no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof;

g. To Seller's knowledge, there are no management contracts, repair contracts, service contracts, options or any other material agreements relating to the Property which shall survive Closing;

h. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section (and Seller will furnish to Purchaser at Closing with an exemption certificate as set forth in said section);

i. Seller shall provide the Title Company with a certified statement in order to comply with Section 6056 or the Internal Revenue Code;

j. There are no leases or occupancy agreements affecting all or any portion of the Property that will survive the Closing with the exception of leases or occupancy agreements listed in Exhibit B to this Purchase Agreement.

k. Seller represents and warrants that the Property is currently zoned Heavy Industrial in accordance with the City of Lebanon Zoning Ordinance.

As provided in Section 8 above, Purchaser's obligations under this Purchase Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Contract Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing.

9. Closing Escrow. For the purpose of closing the transactions described in this Purchase Agreement, payment of the Purchase Price, the Deed and all other instruments necessary to close such transactions shall be passed through escrow with the Title Company in accordance with the general provisions of the usual form of escrow agreement then in use by the Title Company with such additional provisions inserted in such escrow agreement as may be required to conform with this Purchase Agreement. Purchaser shall pay its attorney's fees, all recording fees (except those necessary to release the encumbrance of Seller's existing deed of trust or other liens), environmental review and test fees and expenses, all closing and escrow fees imposed by the Title Company and all title examination costs and premiums for its owner's and lender's policies of title insurance. Seller shall pay its attorney fees and any costs associated with the removal of Seller's existing deed of trust, other liens or other exceptions to title affecting the Property which Seller has agreed to remove.

10. Adjustments at Closing. The following shall be prorated as of the Closing Date, with Seller being charged through the Closing Date: (i) real estate taxes for the year in which Closing occurs pertaining to the Property based on the latest available tax bill and any accrued but unpaid general or special assessments payable therewith, (ii) utility charges for sewer, water, gas, and electricity pertaining to the Property, and (iii) any other customary prorations. In the event the latest available tax bill does not include the tax bill for taxes due and payable during the year of Closing, upon the issuance of such tax bill for the Property, the parties shall reprorate the taxes and make any necessary cash adjustment.

dated
September 1, 2015 by and between Upper Valley Sand & Gravel, LLC and Liberty Utilities (EnergyNorth Natural Gas) Corp. (the "Option Agreement"), and (ii) an amount equal to

11. Events of Closing. At Closing, (i) Seller shall execute and deliver the Deed to Purchaser in accordance with Section 4 of this Purchase Agreement; (ii) Seller shall execute and deliver a title affidavit in customary form, stating that, without limitation, there are no leases, liens, judgments, claims or bankruptcies affecting the Property; (iii) Seller shall execute such other instruments as the Title Company shall reasonably require; (iv) Purchaser shall deliver into escrow with the Title Company the Purchase Price, subject to the adjustments and offsets herein provided, by cash or wire transfer of immediately available funds; (v) the Title Company shall pay the adjusted and offset Purchase Price to Seller; and (vi) Seller and Purchaser shall also execute and deliver such additional documents as may be necessary at Closing or thereafter to conclude the sale of the Property as contemplated by this Purchase Agreement. Seller shall deliver sole and exclusive possession of the Property to Purchaser immediately after Closing.

12. Real Estate Brokers and Commission. Purchaser has retained [REDACTED] to serve as Purchaser's agent ("Purchaser's Agent") and Purchaser shall be responsible to pay any fee due to Purchaser's Agent. Nonetheless, Purchaser and Seller hereby state and warrant to one another that, other than Purchaser's Agent, neither party has dealt with any real estate broker, agent or salesperson in connection with the purchase and sale of the Property. Seller and Purchaser each shall indemnify, defend and hold the other harmless against any claims for real estate commissions made by anyone claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

13. Default. If Purchaser defaults under this Purchase Agreement and does not cure any such default within ten (10) days after written notice from Seller to Purchaser that such default exists, Seller's sole remedies shall be to either seek specific performance against Purchaser or terminate this Purchase Agreement, Seller hereby waiving all other remedies for breach of this Purchase Agreement, including, without limitation, damages and retaining all payments made by Purchaser under the Option Agreement. If Seller defaults under this Purchase Agreement prior to Closing and does not cure any such default within ten (10) days after written notice from Purchaser to Seller that such default exists, then Purchaser may, as its exclusive remedies hereunder, either (i) terminate this Purchase Agreement and Seller shall immediately refund to Purchaser the Option Payment and all other amounts paid by Purchaser to Seller in connection with the Option Agreement and the Purchase Agreement or (ii) enforce the specific performance of this Purchase Agreement, Purchaser hereby waiving all other remedies for breach of this Purchase Agreement, including, without limitation, damages. In the event of termination by either Party in accordance with this section 13, upon the payment of the amounts stipulated in this section 13, neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Purchase Agreement which shall then become null and void and of no further force or effect

14. Notices. All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three (3) days after deposited in the United States mail, first class postage prepaid; (iii) in the case of telegraph or overnight courier services, one business day after

delivery to the telegraph company or overnight courier service with payment provided for; (iv) in the case of telex or telecopy or fax, when sent, verification received.

All notices to Seller shall be directed to:
Upper Valley Sand & Gravel, LLC



All notices to Purchaser shall be directed to:
Liberty Utilities (EnergyNorth Natural Gas) Corp.
Mr. William Clark
15 Buttrick Road, Londonderry, NH 03053

or to such other persons or addresses as either party shall hereafter designate by notice given from time to time in accordance with this Section.

15. Condemnation; Risk of Loss. If, after this Purchase Agreement is executed and prior to the Closing Date:

a. Any or all of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted, or threatened to be instituted, to effect such a taking or any offer of settlement is made in lieu of a taking, Seller shall promptly notify Purchaser thereof (with a copy of all relevant correspondence and other materials relating thereto) and Purchaser shall have the option (exercisable by notice to Seller within thirty (30) days after the receipt of such notice) to either (i) cancel this Purchase Agreement; or (ii) completing the purchase in accordance with the terms, conditions and provisions of this Purchase Agreement, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser.

b. Any or all of the improvements located at the Property are destroyed or damaged by fire, windstorm, or other casualty; Purchaser shall have the option of canceling or enforcing this Purchase Agreement. If enforced, Purchaser shall be entitled to all insurance proceeds, if any, and Seller shall assign insurance policies and right to such proceeds at Closing.

16. Miscellaneous.

a. Assignment. This Purchase Agreement and the rights, obligations, duties, interests, and duties of Purchaser hereunder may be assigned by Purchaser. If such assignment is made as permitted herein, then the sale of the Property contemplated by this Purchase Agreement will be consummated in the name of any such assignee.

b. Construction; Severability; Entire Agreement; Binding Effect; Governing Law. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or provisions of this Purchase Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Purchase Agreement shall remain in full force and effect and binding on

Seller and Purchaser. This Purchase Agreement constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties. This Purchase Agreement shall be binding upon, and shall benefit, the parties and their heirs, personal representatives, successors and assigns. This Purchase Agreement and all related documents shall be governed by the laws of New Hampshire.

c. Time of Essence. Time shall be of the essence in this Purchase Agreement.

d. Business Days. If the last day for making an Earnest Deposit, for conducting due diligence or for providing notice to either party is a Saturday, Sunday or legal holiday, then such last day shall be extended to the next succeeding business day thereafter.

e. Execution in Counterparts. This Purchase Agreement may be executed in two or more identical counterparts which taken together shall constitute one and the same instrument.

f. Attorney's Fees and Costs. In the event either party to this Purchase Agreement commences a legal proceeding to enforce any of the terms of this Purchase Agreement or any rights under this Purchase Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

g. 1031 Like-Kind Exchange.

(i) The parties shall have the right at or prior to Closing to elect to exchange the Property for any other property or properties (each an "Exchange Property") pursuant to Section 1031 of the Internal Revenue Code of 1986 and regulations thereunder (an "Exchange"), as the same may be amended from time to time (collectively, "Section 1031"; capitalized terms contained in this Section 16(g) not defined in this Agreement shall have the meanings ascribed to them in Section 1031).

(ii) In the event that a party shall elect to use the Property as a Relinquished Property or a Replacement Property (the "Exchanging Party"), then the other party (the "Cooperating Party") shall cooperate in such exchange by executing such instruments as may reasonably be required to effect such exchange at no cost or expense to the Cooperating Party. It is understood that the Exchanging Party shall utilize the services of a Qualified Intermediary and/or a Qualified Exchange Trust, and that the Cooperating Party shall have no obligation to undertake to identify or take title to any Exchange Property as part of such transaction or to incur any liability in connection therewith. Further, none of the other terms of this Agreement shall be modified or conditioned upon any such exchange. The Exchanging Party shall indemnify, defend and hold harmless the Cooperating from and against any and all costs (including, without limitation, attorney's fees), expenses, liabilities, losses and damages incurred by reason of the execution and/or delivery of any Seller Exchange documents. The

Exchanging Party warrants and represents that the foregoing indemnity shall survive the Closing, further, the Exchanging Party shall comply with all local, state and federal laws that may exist at the time of Closing with respect to the Exchange.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement, as of the day and year first above written.

SELLER:

By: _____

Name: _____

Title: _____

Date of Execution: _____

PURCHASER:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date of Execution: _____, _____, _____

EXHIBIT A TO PURCHASE AGREEMENT

LEGAL DESCRIPTION

EXHIBIT B TO PURCHASE AGREEMENT

SECTION 8(j) LEASES

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-6

Date of Response: 11/2/15
Respondent: William J. Clark

REQUEST:

Ref. Staff DR 1-10. Please describe CNG facilities necessary to provide service and the cost to purchase and install the facilities.

RESPONSE:

CNG facilities required to serve the Hanover/Lebanon customers will consist of CNG trailer off-loading terminal(s) to which the CNG delivery trailers will be connected. Facilities will also consist of decompression equipment, which is required to bring the 3600 PSI gas to the working distribution pressure of approximately 60 PSI. Ancillary equipment will include a fuel management system and remote monitoring equipment.

Liberty is currently evaluating options of purchasing and operating this equipment or leasing the equipment from the CNG provider, which would be ultimately selected through an RFP process.

Indicative pricing for purchasing and installing CNG decompression equipment including terminals range between \$300,000 and \$800,000.

Leasing options will vary depending on length of contract and projected annual throughput.

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-7

Date of Response: 11/2/15
Respondent: William J. Clark

REQUEST:

Ref. Staff DR 1-11. For each of the three anchor customers, please identify what customer class they would qualify as and list of the top 10 customer accounts (annual usage) at a single location (non-aggregated) with corresponding tariff rates for those 10 customers. Please indicate where the three potential anchor customers would be in relation to those current EnergyNorth customers that most compares with the anticipated requirements.

RESPONSE:

Pursuant to Puc 203.08, the Company has a good faith basis for seeking confidential treatment of the attachment to this response, Confidential Attachment Staff 2-7. The Company will submit a motion for confidential treatment regarding this attachment at or before the commencement of the final hearing in this proceeding. Because Confidential Attachment Staff 2-7 in its entirety includes confidential information, a redacted version of this attachment will not be provided by the Company.

Please see Confidential Attachment Staff 2-7 for the top 10 customers of EnergyNorth, their annual consumption and rate classification, as well as the three potential anchor customers' annual usage, projected rate classification and where they would rank on the existing EnergyNorth system (highlighted).

As requested, this list is single meter, non-aggregated load.

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-8

Date of Response: 11/2/15
Respondent: Richard G. MacDonald

REQUEST:

Ref. Staff DR 1-13.

- a. Please describe each of the positions and duties of the incremental employees and associated costs (direct/salary and indirect).
- b. Please describe the vehicles and equipment and associated cost of each.

RESPONSE:

- a. As explained in the response to Staff DR 1-13, the two field technicians will perform the following functions:
 - Emergency response and leak investigation
 - Dig Safe markouts for damage prevention
 - Customer metering field processes
 - Mandated inspections and surveys
 - Maintenance and repair of the underground facilities
 - Production facility operation and maintenance
 - Unloading of LNG transports
 - Connection of CNG transports

The supervisor will schedule and provide oversight and assurance that these functions are performed in compliance, as well as perform these functions in a back-up role and during emergencies as required. The annual direct/salary for these incremental employees estimated as follows:

- Direct cost for two Field Operations Technicians (\$ 80,000 ea.) = \$ 160,000
- Direct cost for one Operations Supervisor = \$ 88,000
- Total Indirect (benefit) cost for 3 employees = \$ 47,000
- Total combined direct and indirect costs = \$ 295,000

The incremental employee cost given earlier in Staff DR 1-13 and in Staff DR 1-17 of \$248,000 did not include the indirect cost of \$47,000.

b. The vehicles, equipment and associated costs anticipated are as follows:

| | |
|---|--------------------|
| • 1- $\frac{3}{4}$ ton Pickup Truck for the Operations Supervisor | = \$ 50,000 |
| • 1- 1 ton Utility Body Truck for Technicians | = \$ 70,000 |
| • 1- $\frac{3}{4}$ ton Cargo Van for Technicians | = \$ 50,000 |
| • 1- Backhoe | = \$ 80,000 |
| • Miscellaneous tools and equipment | = <u>\$ 25,000</u> |
| • Total equipment cost | = \$275,000 |

The incremental equipment cost of \$250,000 given earlier in Staff DR 1-13 did not include the estimated amount of \$25,000 to cover miscellaneous tools and equipment to perform operational tasks.

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-9

Date of Response: 11/2/15
Respondent: William J. Clark

REQUEST:

Ref. Staff DR 1-14. Please provide the property assessment performed by the independent broker on behalf of EnergyNorth. What is the assessed value on the property tax?

RESPONSE:

Pursuant to Puc 203.08, the Company has a good faith basis for seeking confidential treatment of one of the attachments to this response, Confidential Attachment Staff 2-9.1. The Company will submit a motion for confidential treatment regarding this attachment at or before the commencement of the final hearing in this proceeding. Because Confidential Attachment Staff 2-9.1 in its entirety includes confidential information, a redacted version of this attachment will not be provided by the Company.

Please see Confidential Attachment Staff 2-9.1 for independent broker analysis on property.

Please see Attachment Staff 2-9.2 for assessed value on the property tax.

Tax Collector
51 North Park Street
Lebanon, New Hampshire 03766

CITY OF LEBANON

OFFICE HOURS:

CHECKS MUST BE WRITTEN IN BLUE OR BLACK INK ONLY

Monday thru Friday

ADDRESS CHANGE/VALUE QUESTIONS:

JULY 2015 PROPERTY TAX BILL

8:00 a.m. to 4:30 p.m.

ASSESSOR'S #: (603) 448-1499

1/2 OF 2014 RATE

12% ANNUAL INTEREST CHARGED AFTER 7/01/2015

BILL DATE: 5/19/2015

DUE DATE: 7/01/2015

BILL#: 139455

| TAX | STATE ED. | LOCAL SCHOOL | COUNTY | CITY | TOTAL |
|--------|-----------|--------------|--------|----------|-----------|
| RATE | 1.28 | 6.15 | 0.85 | 4.85 | 13.13 |
| AMOUNT | 1,368.00 | 6,574.00 | 909.00 | 5,184.00 | 14,035.00 |

MAP/LOT/PLOT

157/1

PROPERTY LOCATION

386 PLAINFIELD RD

PROPERTY OWNER

UPPER VALLEY SAND & GRAVEL LLC
PO BOX 127
QUECHEE, VT 05059

VALUATION

| | |
|-------------------|-----------|
| LAND | 1,051,700 |
| BUILDING | 17,200 |
| EXEMPTIONS | |
| ELDERLY | 0 |
| BLIND/PTD VET EX | 0 |
| NET VALUATION | 1,068,900 |

TAX CALCULATION

| | |
|-------------------|------------------|
| GROSS TAX | 14,035.00 |
| LESS: | |
| VET CREDIT | 0.00 |
| PREPAYMENT | 0.00 |
| PLEASE PAY | 14,035.00 |

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CREDIT/DEBIT CARD (2.95% FEE): GO TO
WWW.LEBNH.NET. CREDIT/DEBIT CARDS
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Tax Collector
51 North Park Street
Lebanon, New Hampshire 03766

CITY OF LEBANON

OFFICE HOURS:

CHECKS MUST BE WRITTEN IN BLUE OR BLACK INK ONLY

Monday thru Friday

ADDRESS CHANGE/VALUE QUESTIONS:

JULY 2015 PROPERTY TAX BILL

8:00 a.m. to 4:30 p.m.

ASSESSOR'S #: (603) 448-1499

1/2 OF 2014 RATE

12% ANNUAL INTEREST CHARGED AFTER 7/01/2015

BILL DATE: 5/19/2015

DUE DATE: 7/01/2015

BILL#: 139454

| TAX | STATE ED. | LOCAL SCHOOL | COUNTY | CITY | TOTAL |
|--------|-----------|--------------|--------|----------|----------|
| RATE | 1.28 | 6.15 | 0.85 | 4.85 | 13.13 |
| AMOUNT | 402.00 | 1,933.00 | 267.00 | 1,524.00 | 4,126.00 |

MAP/LOT/PLOT

157/2

PROPERTY LOCATION

384 PLAINFIELD RD

PROPERTY OWNER

UPPER VALLEY SAND & GRAVEL LLC
PO BOX 127
QUECHEE, VT 05059

VALUATION

| | |
|-------------------|---------|
| LAND | 101,900 |
| BUILDING | 212,400 |
| EXEMPTIONS | |
| ELDERLY | 0 |
| BLIND/PTD VET EX | 0 |
| NET VALUATION | 314,300 |

TAX CALCULATION

| | |
|-------------------|-----------------|
| GROSS TAX | 4,126.00 |
| LESS: | |
| VET CREDIT | 0.00 |
| PREPAYMENT | 0.00 |
| PLEASE PAY | 4,126.00 |

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Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-10

Date of Response: 11/2/15
Respondent: William J. Clark

REQUEST:

Ref. Staff DR 1-14. Which regulatory requirement is expected to take the most time to complete? Please describe the process to satisfy the requirement and the timeline to complete.

RESPONSE:

After consulting with Liberty's owner's engineer, other than NH PUC requirements, the two regulatory requirements with the longest anticipated timelines are:

- Municipal zoning/planning: 180 days
- DEP-Air: 120 days

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-11

Date of Response: 11/2/15
Respondent: William J. Clark

REQUEST:

Ref. Staff DR 1-15. Please provide a detailed description and cost estimates to provide temporary service and the expected net margins from those customers while providing temporary service, when using (a) LNG and (b) CNG.

RESPONSE:

Liberty would only provide temporary service to those customers that have signed an SLA and meet the current Line Extension Policy of the EnergyNorth tariff, but may be a construction season away from receiving distribution piping. Any temporary equipment will also be added to the calculations of the Line Extension Policy.

Net margins will depend on construction estimates, as well as throughput and rate classifications of the customer base. However, as stated above, these temporary customers will be required to meet the requirements of the current Line Extension Policy.

Liberty will evaluate leasing and purchasing LNG/CNG equipment to serve temporary customers. Whichever option is most economical will be chosen, with those costs added to the Line Extension Policy calculations.

For costs to acquire a temporary LNG system please see the response to Staff 1-15.

For costs to acquire a CNG decompression skid for temporary service please see Confidential Attachment Staff 2-11. Pursuant to Puc 203.08, the Company has a good faith basis for seeking confidential treatment of this attachment. The Company will submit a motion for confidential treatment regarding this attachment at or before the commencement of the final hearing in this proceeding. Because Confidential Attachment Staff 2-11 in its entirety includes confidential information, a redacted version of this attachment will not be provided by the Company.

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-12

Date of Response: 11/2/15
Respondent: William J. Clark

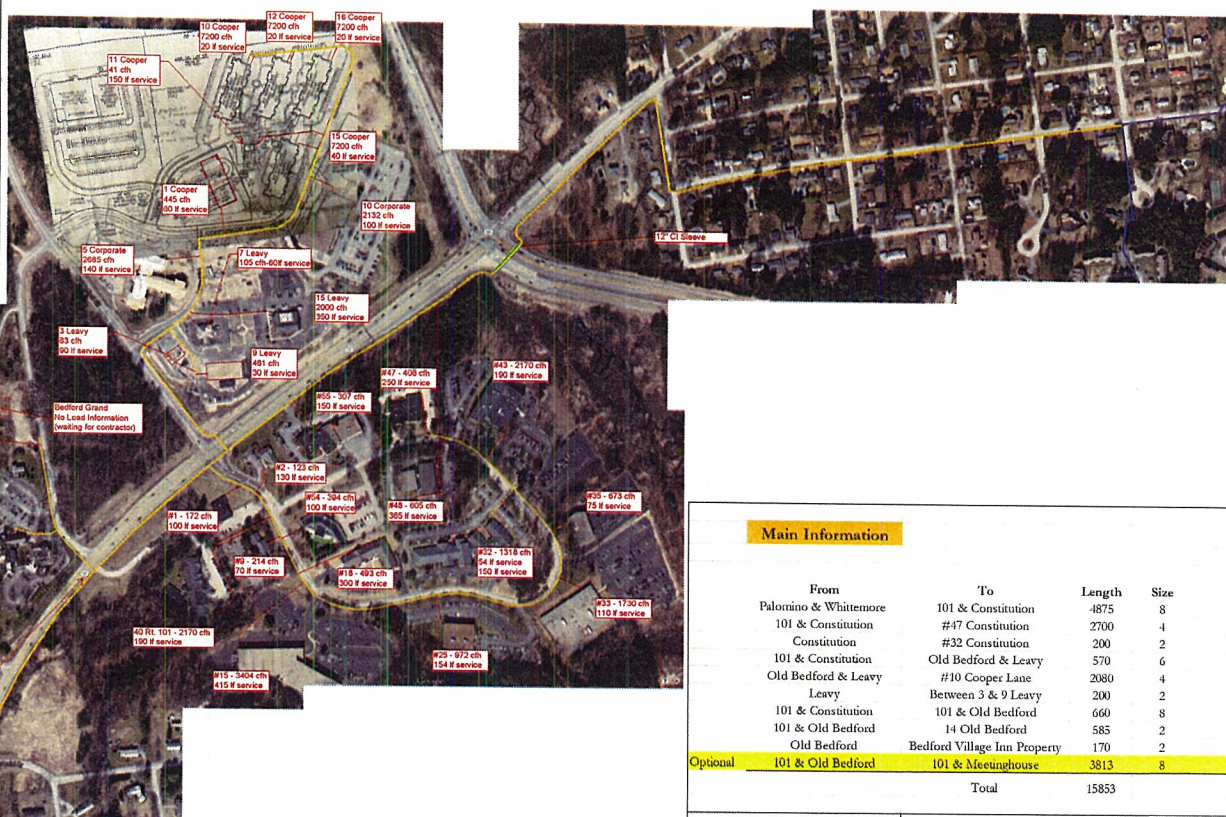
REQUEST:

Ref. Staff DR 1-20. Please describe the distribution facilities (main type, diameter, miles and number of services) that would be installed for \$3,000,000 and explain how the project cost was derived.

RESPONSE:

Liberty Utilities used the most recent pricing from a similar distribution system expansion in Bedford, NH, as a proxy for Phase 1 in Lebanon. The Bedford expansion required directional bores and state permits similar to Phase 1 in Lebanon. The direct cost estimate for Bedford was \$1,220,491. Liberty is estimating \$3 million for the Lebanon phase, due to a likely upsize from 8" pipe, increased use of state rights-of-way and more single, random services in the Seminary Hill residential area.

Please Attachment Staff 2-12.1 and Attachment Staff 2-12.2 for a map of the Bedford expansion and corresponding pricing.



| Main Information | | | | Directional | Town Road Crossing Trench (lf) | Driveway Crossing Trench(lf) |
|-----------------------|------------------------------|--------------------|------|-------------|--------------------------------|------------------------------|
| From | To | Length | Size | Bore (lf) | Spec | Private Property Paving Spec |
| Palomino & Whittemore | 101 & Constitution | 4875 | 8 | 100 | 4 (160' total) | 16 (240' total) |
| 101 & Constitution | #47 Constitution | 2700 | 4 | - | - | 12 (720' total) |
| Constitution | #32 Constitution | 200 | 2 | - | - | - |
| 101 & Constitution | Old Bedford & Leavy | 570 | 6 | 100 | - | - |
| Old Bedford & Leavy | #10 Cooper Lane | 2080 | 4 | - | - | 3 (120' total) |
| Leavy | Between 3 & 9 Leavy | 200 | 2 | - | - | 1 (40' total) |
| 101 & Constitution | 101 & Old Bedford | 660 | 8 | - | - | 1 (40' total) |
| 101 & Old Bedford | 14 Old Bedford | 585 | 2 | 90 | - | 2 (80' total) |
| Old Bedford | Bedford Village Inn Property | 170 | 2 | - | - | - |
| Optional | 101 & Old Bedford | 101 & Meetinghouse | 3813 | 8 | - | 4 (240' total) |
| Total | | 15853 | | 3 (290) | 8 (400' total) | 35 (1240' total) |

| Service Information | | Service Length Total | Service Size | 2" Base Course Asphalt Private (lf) | Town Paving Spec (lf) | Loam & Seed (lf) |
|---------------------|--------------------------|----------------------|--------------|---|-----------------------|------------------|
| | 1 Constitution Drive | 100 | 1 | 0 | 0 | 100 |
| | 2 Constitution Drive | 130 | 1 | 0 | 0 | 70 |
| | 9 Constitution Drive | 70 | 1 | 0 | 0 | 70 |
| | 15 Constitution Drive | 415 | 2 | 150 | 0 | 265 |
| | 18 Constitution Drive | 300 | 1 | 0 | 40 | 260 |
| | 25 Constitution Drive #1 | 154 | 1 | 60 | 0 | 94 |
| | 32 Constitution Drive | 204 | 1 | 60 | 40 | 104 |
| | 33 Constitution Drive | 110 | 1 | 0 | 0 | 110 |
| | 35 Constitution Drive | 75 | 1 | 0 | 0 | 75 |
| | 43 Constitution Drive | 190 | 1 | 40 | 0 | 150 |
| | 47 Constitution Drive | 250 | 1 | 200 | 0 | 50 |
| | 48 Constitution Drive | 365 | 1 | 260 | 40 | 65 |
| | 54 Constitution Drive | 100 | 1 | 0 | 40 | 60 |
| | 55 Constitution Drive | 150 | 1 | 50 | 0 | 100 |
| | 3 Leavy Drive | 90 | 1 | 40 | 0 | 50 |
| | 7 Leavy Drive | 60 | 1 | 40 | 0 | 20 |
| | 9 Leavy Drive | 30 | 1 | 30 | 0 | 0 |
| | 15 Leavy Drive | 350 | 2 | 60 | 0 | 290 |
| | 5 Corporate Drive | 140 | 2 | 0 | 40 | 100 |
| | 10 Corporate Drive | 100 | 2 | 0 | 0 | 100 |
| | 1 Cooper Lane | 60 | 1 | 0 | 40 | 20 |
| | 10 Cooper Lane | 20 | 2 | New construction - backfill to grade only | | |
| | 11 Cooper Lane | 150 | 1 | New construction - backfill to grade only | | |
| | 12 Cooper Lane | 20 | 2 | New construction - backfill to grade only | | |
| | 15 Cooper Lane | 40 | 2 | New construction - backfill to grade only | | |
| | 16 Cooper Lane | 20 | 2 | New construction - backfill to grade only | | |
| | 40 Route 101 | 650 | 2 | 50 | 0 | 600 |
| | 2 Old Bedford Way | 40 | 1 | 170 | 0 | 30 |
| | 2 Old Bedford Way | 40 | 1 | 30 | 0 | 10 |
| | 4 Old Bedford Way | 200 | 1 | New construction - backfill to grade only | | |
| Total | | 4623 | | 1240 | 300 | 2793 |

LIBERTY UTILITIES

Issued: 01/17/2015



NOTE 1: The location of service pipes and correction components are not guaranteed to be correct. SPIPS, as well as original record documents, should be utilized for this information.

NOTE 2: The manholes in this map are not drawn to scale. These manholes are intended to show the existence of gas mains on the street and do not reflect the exact location of the manholes in the street.

| PROJECT COST ESTIMATE | | | |
|--|---|--|-----------------------|
| | | Estimate Level | Level I |
| Project Name: | Route 101, BFD - Bedford Expansion Project - Additional Footage | | |
| Work Order #: | TBD | Program ID: | TBD |
| Company: | Liberty Utilities - Gas | Bid Area: | NH |
| City: | BEDFORD | Overhead Area: | Energy North |
| State: | NH | Date Requested: | 2/19/2015 |
| Reimbursable : | Yes | Date Completed: | 2/20/2015 |
| | | Estimated By: | ITC |
| | | Project CY | CY15 |
| New Main (length/size/matl): | | 9348'8"/PL, 570'6"/PL, 4780'4"/PL & 1155'2"/PL | |
| Abandon Main (length/size/matl): | | | |
| Number of Services Involved: | | 30 | |
| Scope of Work: | | | |
| Estimate based on map from Andy Morgan. Install aprx 9348 feet of 8 inch, 60 psig plastic in Palomina Ln & Rte. 101 from the exst 6 inch coated steel main at the intersection Palomino & Whittemore to Meeting House Rd, aprx 2700 feet of 4 inch, 60 psig plastic in Constitution Dr from Rte 101 to #47 Constitution, aprx 200 feet of 2 inch, 60 psig plastic for #32 & #48 Contitution Dr, aprx 570 feet of 6 inch, 60 psig plastic in Old Bedford Rd from Rte. 101 to Leavy Dr, aprx 2080 feet of 4 inch, 60 psig plastic in Leavy Dr from Old Bedford to #10 Cooper In, aprx 200 feet of 2 inch, 60 psig plastic ifor #3 & #9 Leavy Dr, aprx 585 feet of 2 inch, 60 psig plastic in Old Bedford Rd from Rte 101 to #14 Old Bedford, & aprx 170 feet of 2 inch, 60 psig plastic on Bedford Village Inn property. | | | |
| | | Liberty Labor (Mgt.) | \$0.00 |
| | | Liberty Labor (Union) | \$1,006.43 |
| | | Contractor Labor | \$1,007,214.62 |
| | | Traffic Control | \$69,153.61 |
| | | Stock Materials | \$142,400.47 |
| | | Non-Stock Materials | \$716.43 |
| | | Degradation Fees | \$0.00 |
| | | Other | \$0.00 |
| | | Total Direct Cost | \$1,220,491.56 |
| | | Overheads | |
| | | Company Mgt. Labor (%) | 106.49% \$0.00 |
| | | Company Union Labor (%) | 106.49% \$1,071.74 |
| | | Transportation (%) | 0.00% \$0.00 |
| | | Contractor Labor (%) | 35.00% \$352,525.12 |
| | | Stock Material (%) | 2.74% \$3,901.77 |
| | | Subtotal | \$1,577,990.19 |
| | | Capital Overhead (%) | 0.00% \$0.00 |
| | | Subtotal | \$1,577,990.19 |
| | | AFUDC | \$0.00 |
| | | Total Project Estimate | \$1,577,990.19 |
| | | Contingency (%) | 15% |
| | | Equivalent Overall OH (%) | 29% |
| Comments: | | | |
| | | | |

Ver. 12 - Liberty Utilities - Effective 12/03/2012

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 15-289

Petition for Approval of a Gas Franchise for Lebanon and Hanover, New Hampshire

Staff Data Requests - Set 2

Date Request Received: 10/21/15
Request No. Staff 2-13

Date of Response: 11/2/15
Respondent: Eric Stanley

REQUEST:

Ref. Arwen DR 1-8. Please identify specific measures that are not available to natural gas customers in the proposed franchise area under the current electric CORE programs and would be available to those customers under the gas CORE programs.

RESPONSE:

Specific measures that are included in the CORE programs that are not available to electric customers but would become available to natural gas customers in the proposed franchise area are detailed in Table 1 below.

| Table 1. Natural Gas CORE Program Measures | |
|--|---|
| Market Sector | Measure |
| Residential | Natural Gas, Water Heater - Tankless, On-Demand $\geq .94$ |
| Residential | Natural Gas, Water Heater - Indirect (attached to ES FHW Boiler; Combined eff rating $\geq 85\%$ (EF=.82) |
| Residential | Natural Gas, Water Heater - Condensing (EF 0.95) |
| Residential | Natural Gas, Water Heater - Integrated w/Condensing Boiler $\geq 90\%$ AFUE |
| Residential | Natural Gas, Water Heater - Integrated w/Condensing Boiler $\geq 95\%$ AFUE |
| Residential | Natural Gas, Furnace 95+ AFUE (<150) w/ECM Motor |
| Residential | Natural Gas, Furnace 97+ AFUE (<150) w/ECM Motor |
| Residential | Natural Gas, Condensing Boiler $\geq 90\%$ AFUE (Up to 300 MBH) |
| Residential | Natural Gas, Condensing Boiler $\geq 95\%$ AFUE (Up to 300 MBH) |
| Residential | Natural Gas, Boiler Reset Controls |
| Residential | Natural Gas, Thermostat - Standard, 7-Day Programmable |
| Residential | Natural Gas, Thermostat - WiFi (Heating Only) |
| Residential | Natural Gas, Thermostat - WiFi (Cooling & Heating) |
| Residential | Natural Gas, Heat Recovery Ventilator (-133 kWh penalty) |

| Table 1. Natural Gas CORE Program Measures | |
|--|---|
| Market Sector | Measure |
| Residential | Natural Gas, Boiler - Early Replacement, Steam - Retirement: 82%+ AFUE |
| Residential | Natural Gas, Boiler - Early Replacement, FHW - Retirement: 90 AFUE |
| Non-Residential | Natural Gas, Furnace 95+ AFUE (<150) w/ECM Motor |
| Non-Residential | Natural Gas, Furnace 97+ AFUE (<150) w/ECM Motor |
| Non-Residential | Natural Gas, Condensing Boiler >= 90% AFUE (Up to 300 MBH) |
| Non-Residential | Natural Gas, Condensing Boiler >= 96% AFUE (Up to 300 MBH) |
| Non-Residential | Natural Gas, Condensing Boiler >= 90% thermal efficiency (301 to 499 MBH) |
| Non-Residential | Natural Gas, Condensing Boiler >= 90% thermal efficiency (500 to 999 MBH) |
| Non-Residential | Natural Gas, Condensing Boiler >= 90% thermal efficiency (1000 to 1700 MBH) |
| Non-Residential | Natural Gas, Condensing Boiler >= 90% thermal efficiency (1701 to 2000 MBH) |
| Non-Residential | Natural Gas, Infrared Heater, Low Intensity (all sizes) |
| Non-Residential | Natural Gas, Water Heater - Tankless, On-Demand >=.94 |
| Non-Residential | Natural Gas, Water Heater - Indirect (attached to ES FHW Boiler; Combined eff rating >=85% (EF=.82) |
| Non-Residential | Natural Gas, Water Heater - Condensing (EF 0.95) |
| Non-Residential | Natural Gas, Water Heater - Integrated w/Condensing Boiler >= 90% AFUE |
| Non-Residential | Natural Gas, Water Heater - Integrated w/Condensing Boiler >= 95% AFUE |
| Non-Residential | Natural Gas, Condensed Unit Heater >= 90% thermal efficiency (up to 300 MBH) |
| Non-Residential | Natural Gas, Kitchen - Fryer |
| Non-Residential | Natural Gas, Kitchen - Steamer (ES >= 38% efficiency) |
| Non-Residential | Natural Gas, Kitchen - Convection Oven (>= 44% efficiency) |
| Non-Residential | Natural Gas, Kitchen - Combination Oven (>= 44% efficiency) |
| Non-Residential | Natural Gas, Kitchen - Conveyor Oven (>= 44% efficiency) |
| Non-Residential | Natural Gas, Kitchen - Rack Oven (>= 50% efficiency) |
| Non-Residential | Natural Gas, Kitchen - Griddle |
| Non-Residential | Natural Gas, Kitchen - Pre Rinse Sprayers |
| Non-Residential | Natural Gas, Boiler Reset Controls |
| Non-Residential | Natural Gas, Steam Trap |
| Non-Residential | Natural Gas, Thermostat - Standard, 7-Day Programmable |
| Non-Residential | Natural Gas, Aerator |
| Non-Residential | Natural Gas, Shower Head |
| Non-Residential | Natural Gas, Shower Head Hand Handle |