

DA07-024

# **NiSource**<sup>SM</sup> **Corporate Services**

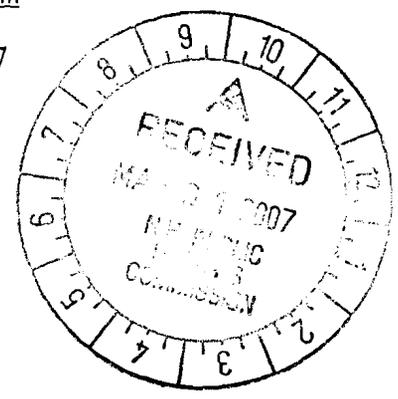
Patricia M. French  
Lead Counsel

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February 28, 2007

## **VIA E-FILE AND OVERNIGHT DELIVERY**

Ms. Debra A. Howland  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
21 S. Fruit St., Suite 10  
Concord, New Hampshire 03301



Re: Northern Utilities, Inc., Affiliate Agreement with Granite State Gas Transmission

Dear Ms. Howland:

Enclosed, on behalf of Northern Utilities, Inc. ("Northern"), please find an original and eight (8) copies of a proposed affiliate agreement between Northern and Granite State Gas Transmission ("Granite") regarding the operation and maintenance ("O&M") of metering and regulator equipment ("affiliate M&R Agreement"). The agreement has been filed this date with the Maine Public Utilities Commission ("Maine Commission" or "MPUC"). Northern asks the New Hampshire Public Utilities Commission to accept this proposed affiliate M&R Agreement for filing.

Pursuant to an order of the Maine Commission in MPUC Docket No. 2006-616, Northern must submit for approval a written agreement to address Granite's operation and maintenance of certain delivery point equipment on Northern's behalf. Northern Utilities, Inc., Request for Approval of Affiliated Interest Transaction with Granite State Gas Transmission, Inc., Docket No. 2006-616 at p. 2-3 (Nov. 28, 2006). Accordingly, for your information, Northern provides herewith its complete filing with the Maine Commission made today regarding this matter. In addition to Northern's petition to the Maine Commission, the filing includes the proposed affiliate M&R Agreement as Attachment Northern-1, which articulates the respective responsibilities of Northern and Granite with regard to the operation and maintenance of M&R equipment at the stations in Maine and New Hampshire. Attachment Northern-1 also has Exhibit "A" -- a schedule of the M&R stations in Maine and New Hampshire; Exhibit "B" -- a responsibility matrix; Exhibit "C" -- Photos Showing Physical Limits of Responsibility at M&R Stations in Maine; and Exhibit "D" -- Photos Showing Physical Limits of Responsibility at M&R Stations in New Hampshire.<sup>1</sup>

<sup>1</sup> Because of their size, Exhibits "C" and "D" of Attachment Northern-1 are provided electronically, on compact disk.

Thank you for your attention to this matter. Kindly date stamp a copy of this filing letter, included for this purpose, and return it to me in the envelope provided.

Very truly yours,

A handwritten signature in black ink, appearing to read 'P. French', written in a cursive style.

Patricia M. French

cc: Donald Kreis, Esq., General Counsel

# **NiSource™**

## **Corporate Services**

Patricia M. French  
Lead Counsel

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February 28, 2007

### **VIA ELECTRONIC FILING AND OVERNIGHT DELIVERY**

Karen Geraghty, Administrative Director  
Maine Public Utilities Commission  
242 State Street  
18 State House Station  
Augusta, ME 04333

Re: Northern Utilities, Inc., Affiliate Agreement Between Northern Utilities, Inc. and Granite State Gas Transmission

Dear Ms. Geraghty:

Enclosed please find an original and two (2) copies of a proposed affiliate agreement between Northern Utilities, Inc. ("Northern") and Granite State Gas Transmission ("Granite") regarding the operation and maintenance ("O&M") of metering and regulator equipment ("affiliate M&R Agreement"). Northern asks the Maine Public Utilities Commission ("Commission") to approve this affiliate M&R Agreement.

Pursuant to the order of the Commission in Docket No. 2006-616, Northern is required to file a written agreement to address Granite's operation and maintenance of certain delivery point equipment on Northern's behalf. Northern Utilities, Inc., Request for Approval of Affiliated Interest Transaction with Granite State Gas Transmission, Inc., Docket No. 2006-616 at p. 2-3 (Nov. 28, 2006). Northern presently has the following understandings: (1) Granite owns the M&R equipment that it has operated on Northern's behalf; and (2) Northern seeks to enter into the affiliate M&R Agreement with Granite so that Northern may operate, control and maintain this property until a purchase agreement is negotiated and such a purchase agreement is approved by this Commission.

In addition to Northern's petition, today's filing includes the proposed affiliate M&R Agreement as Attachment Northern-1, which articulates the respective responsibilities of Northern and Granite with regard to the operation and maintenance of M&R equipment at the stations in Maine and New Hampshire. Attachment Northern-1 also has Exhibit "A" -- a schedule of the M&R stations in Maine and New Hampshire; Exhibit "B" -- a responsibility matrix; Exhibit "C" -- Photos Showing Physical Limits of

Responsibility at M&R Stations in Maine; and Exhibit "D" – Photos Showing Physical Limits of Responsibility at M&R Stations in New Hampshire.<sup>1</sup>

Accordingly, Northern seeks approval by the Commission of Northern's proposed affiliate M&R Agreement as consistent with the public interest under 35-A M.R.S.A. sec. 707 and Commission Rules Chapter 820.

Thank you for your attention to this matter. If you have any questions, please feel free to telephone me at 508-836-7394.

Very truly yours,



Patricia M. French

cc: Carol MacLennan, Esq., Hearing Examiner  
Lucretia Smith, Utility Analyst  
Gary Farmer, Safety Specialist

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<sup>1</sup> Because of their size, Exhibits "C" and "D" of Attachment Northern-1 are provided electronically, on compact disk.

STATE OF MAINE  
PUBLIC UTILITIES COMMISSION

DOCKET NO. 2007-\_\_\_

February 28, 2007

NORTHERN UTILITIES, INC.  
Granite State Gas Transmission -  
Affiliate M&R Agreement

PETITION FOR APPROVAL OF  
AFFILIATE AGREEMENT

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Pursuant to 35-A M.R.S.A. § 707, Northern Utilities, Inc. (“Northern”) hereby petitions the Public Utilities Commission of the State of Maine (“Commission”) to find that a proposed agreement by and between Northern and its affiliate, Granite State Gas Transmission, Inc. (“Granite”), is not adverse to the public interest and to give its written approval to the same. Accompanying this Petition is a copy of the proposed agreement, Attachment Northern-1, which itself contains supporting Exhibits “A” through “D.”

As grounds for approval of this Petition, Northern states as follows:

1. Northern is a “public utility” as defined in 35-A M.R.S.A. § 102.
2. Northern is a wholly-owned subsidiary of Bay State Gas Company (“Bay State”).
3. Both Granite and Bay State are wholly-owned subsidiaries of NiSource Inc.

Accordingly, Granite and Bay State are affiliates of each other and of Northern.

Granite is therefore an “affiliated interest” of Northern as set forth in 35-A M.R.S.A. § 707(1).

4. Pursuant to 35-A M.R.S.A. § 707(3), a public utility must secure the Commission’s written approval for contracts between itself and an affiliated interest. The Commission will grant such approval upon finding that the contract is not adverse to the public interest.

5. Attachment Northern-1 results from the Commission's November 28, 2006 Order in Docket No. 2006-616, wherein Northern was directed "to develop a written agreement that identifies the responsibilities" of Northern and Granite with regard to the operations and maintenance of metering and regulator ("M&R") stations. Northern Utilities, Inc., Request for Approval of Affiliated Interest Transaction with Granite State Gas Transmission, Inc., Docket No. 2006-616 at p. 2-3 (Nov. 28, 2006).
6. Attachment Northern-1 articulates the respective responsibilities of Northern and Granite with regard to the operation and maintenance ("O&M") of M&R equipment at the stations. Attachment Northern-1 includes the proposed affiliate M&R Agreement; Exhibit "A" -- a schedule of the M&R stations; Exhibit "B" -- a responsibility matrix; Exhibit "C" -- Photos Showing Physical Limits of Responsibility at M&R Stations in Maine; and Exhibit "D" -- Photos Showing Physical Limits of Responsibility at M&R Stations in New Hampshire.
7. Northern presently has the following understandings: (1) Granite owns the M&R equipment that it has operated on Northern's behalf; and (2) Northern seeks to enter into the proposed affiliate M&R Agreement with Granite so that Northern may operate, control and maintain this property until a purchase agreement is negotiated and such a purchase agreement is approved by this Commission.
8. Accordingly, Northern seeks approval by the Commission of Northern's proposed affiliate M&R Agreement.

WHEREFORE, Northern respectfully requests that the Commission approve in writing the proposed affiliate M&R Agreement, finding that the proposed affiliate M&R Agreement is not adverse to the public interest.

Respectfully submitted,

NORTHERN UTILITIES, INC.



Patricia M. French  
Lead Counsel  
NISOURCE CORPORATE SERVICES  
300 Friberg Parkway  
Westborough, MA 01536  
508-836-7394  
pfrench@nsource.com

Dated: February 28, 2007

OPERATING AND MAINTENANCE AGREEMENT

THIS OPERATING AND MAINTENANCE AGREEMENT ("Agreement") is made effective this \_\_\_\_ day of March, 2007, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire corporation with an office in Portsmouth New Hampshire ("Granite State") and NORTHERN UTILITIES, INC., a New Hampshire corporation with an office in Westborough, Massachusetts ("Northern"). Granite State and Northern may be referred to herein individually as a "Party" or collectively as "Parties".

WHEREAS, Granite State owns and operates an interstate natural gas transmission system, a portion of which is located in Maine and a portion of which is located in New Hampshire; and

WHEREAS, Granite State and Northern desire to identify the areas of responsibility for the operation and maintenance of certain measurement and pressure regulation facilities located within the States of Maine and New Hampshire, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements described herein, Granite State and Northern hereby agree as follows:

I. Term. This Agreement shall expire with respect to each of the measurement and regulator stations identified on Exhibit "A" attached hereto and made a part hereof by this reference (which stations are collectively referred to herein as the "M&R Stations", and are individually referred to herein as the "M&R Station") on the earlier of either (i) the expiration and/or termination of authorized tariff agreements, as such tariffs may be amended or superseded from time to time, regarding the delivery of gas by authorized shipping entities to such M&R Station, or (ii) the date on and after which Granite State is authorized by the Federal Energy Regulatory Commission, pursuant to §7(b) of the federal Natural Gas Act (15 U.S.C. §717 et seq.) to abandon all service at such M&R Station; provided, however, that this Agreement may be terminated by either party by giving written notice of termination to the other party at least 90 days in advance of the effective date of the termination.

II. General Operating and Maintenance Duties. Each Party shall perform the specific areas of its respective responsibilities at the M&R Stations, as more fully set forth in this Agreement. A summary of the specific responsibilities of Granite State and Northern hereunder is shown in Exhibit "B" attached hereto and made a part hereof by this reference.

III. Contractors. Either Party may meet its obligations hereunder through the use of any combination of employees, agents, officers, affiliates or contractors; provided, however, that the respective obligations of Granite State and Northern are non-delegable and that the use of such employees, agents, officers, affiliates or

contractors shall not diminish the respective obligations of either Party. Wherever the terms "Granite State" and/or "Northern" are used in this Agreement, those terms shall include any employees, agents, officers, affiliates or contractors engaged by either Party to discharge its obligations hereunder.

IV. Assumption of Risk. Northern and Granite State shall assume all risks, latent and patent, which shall arise in connection with their respective responsibilities and shall take all necessary and reasonable precautions to prevent injury or damage to persons or property, including without limitation other pipelines, that may be caused directly or indirectly by the operation and maintenance of that portion of the particular M&R Station for which Northern or Granite State, as the case may be, is responsible. Nothing, however, in the Agreement shall create rights in a third person.

V. Granite State' Responsibilities. Throughout the term of this Agreement, Granite State agrees to:

1. Operate and maintain as the United States Department of Transportation operator, in compliance with C.F.R. Title 49, Parts 192 and 199, as may be amended from time to time, all piping facilities from Granite State's interstate natural gas transmission pipeline up to, and including, the first above-ground welds or the first above-ground valve, as the case may be, downstream of the main line tap at each of the M&R Stations, excluding gas heating equipment and associated piping and excluding also the inlet filter assembly for which Northern is responsible as further described in Exhibit "B" #12. The point that demarcates the limits of Granite State's responsibility at: (a) each M&R Station located in Maine is more particularly designated and shown in the photograph(s) of the pertinent facility attached hereto as Exhibit "C" and made a part hereof by this reference; and (b) each M&R Station located in New Hampshire is more particularly designated and shown in the photograph(s) of the pertinent facility attached hereto as Exhibit "D" and made a part hereof by this reference.
2. Assume full responsibility for: (a) corrosion control on the facilities operated and maintained by Granite State pursuant hereto; and (b) cathodic protection on the facilities operated and maintained by Northern pursuant hereto, until such time as appropriate break points are installed in the cathodic protection system at each M&R Station in order to separate the cathodic protection system that serves the facilities for which Northern is responsible from those for which Granite State is responsible.
3. Operate, maintain, promptly repair and/or replace equipment and facilities under its responsibility so as not to adversely affect Northern's distribution system or delivery of natural gas to Northern.

4. Limit its access as necessary to, and the operation of, those facilities that are to be operated and maintained by Granite State. In common use areas, Granite State shall exercise due care to avoid obstructing Northern's access to its facilities.
5. Indemnify, hold harmless and release Northern, its officers, employees, agents, and affiliates from and against all liabilities or causes of action, claims, demands, suits, damages, judgments, fees, fines, penalties, costs and expenses arising from or related to:
  - (a) any injury to or death of any person, any damage to property or any losses of any kind, resulting from or caused by the negligence or willful misconduct of Granite State in carrying out its responsibilities under this Agreement, except to the extent and in the proportion that such injury, death, damage or loss is caused by the negligence or willful misconduct of Northern; and
  - (b) Granite State's past activities at any M&R Station, including without limitation that certain suit now pending in the Circuit Court of Rockingham County, New Hampshire, styled Carol Freeman and Norman Freeman, Sr., Trustees v. Granite State Transmission, Inc., and designated as action no. 06-E-0621.
6. Comply with all applicable federal, state and local laws, rules and regulations in the performance of Granite State's obligations and responsibilities under this Agreement and in the exercise of Granite State's rights hereunder.
7. Comply with all valid and applicable federal, state and local laws, ordinances, rules, regulations and orders pertaining to the generation, transportation, storage and disposal of toxic and/or hazardous substances and/or wastes with respect to the specific items which Granite State operates, maintains, or owns or over which Granite State exercises control. Granite State agrees to indemnify and hold harmless Northern from and against any loss, injury, liability, damage to persons or property, or fines, penalties or compliance orders issued by any governmental agency or any other party relating to pollution or protection of the environment including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances, hazardous substances as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act ("CERCLA"), and solid waste as that term is defined in the Federal Resource Conservation Recovery Act ("RCRA") occurring on said property due to the acts or omissions of Granite State or its subcontractors, except to the extent and in the proportion that such emission, discharge, release or threatened

release is caused by the negligence or willful misconduct of Northern, its subcontractors, or any third party under Northern's control.

VI. Northern Responsibilities. Throughout the term of this Agreement, Northern agrees to:

1. Operate and maintain as the responsible operator in compliance with C.F.R. Title 49, Parts 192 and 199, as may be amended from time to time, and in accordance with all appropriate state and local laws, codes and regulations, all facilities starting from the first above-ground welds or the first above-ground valve, as the case may be, downstream of the main line tap at each M&R Station, including gas heating equipment and associated piping and including also the inlet filter assembly for which Northern is responsible as further described in Exhibit "B" No. 12. These limits are more particularly shown in Exhibit "C" with respect to M&R Stations located in Maine, and in Exhibit "D" with respect to M&R Stations located in New Hampshire.
2. Assume full responsibility for corrosion control of those facilities operated and maintained by Northern pursuant hereto; provided that Granite State shall be responsible for cathodic protection on the facilities operated and maintained by Northern pursuant hereto, until such time as appropriate break points are installed in the cathodic protection system at each M&R Station in order to separate the cathodic protection system that serves the facilities for which Northern is responsible from those for which Granite State is responsible.
3. Operate, maintain, and assume full responsibility for gas odorant equipment, if any, associated with each M&R Station, as well as the appurtenances necessary to operate said gas odorant equipment.
4. Limit its access as necessary to, and the operation of, those facilities that are to be operated and maintained by Northern. In common use areas, Northern shall exercise due care to avoid obstructing Granite State's access to its facilities.
5. Operate, maintain, promptly repair and/or replace equipment and facilities under its responsibility so as not to adversely affect Granite State's M&R station facilities or the operation thereof.
6. Indemnify, hold harmless and release Granite State, its officers, employees, agents, and affiliates from and against all liabilities, or causes of action, claims, demands, suits, damages, judgments, fees, fines, penalties, costs and expenses arising from or related to:

(a) any injury to or death of any person, any damage to property or any losses of any kind resulting from or caused by the negligence or willful misconduct of Northern in carrying out its responsibilities under this Agreement, except to the extent and in the proportion that such injury, death, damage or loss is caused by the negligence or willful misconduct of Granite State; and

(b) Northern's past activities at any M&R Station.

7. Comply with all applicable federal, state and local laws, rules and regulations in the performance of Northern's obligations and responsibilities under this Agreement and in the exercise of Northern's rights hereunder.
8. Comply with all valid and applicable federal, state and local laws, ordinances, rules, regulations and orders pertaining to the generation, transportation, storage and disposal of toxic and/or hazardous substances and/or wastes with respect to the specific items which Northern operates, maintains, or owns or for which Northern exercises control. Northern agrees to indemnify and hold harmless Granite State from and against any loss, injury, liability, damage to persons or property, or fines, penalties or compliance orders issued by any governmental agency or any other party relating to pollution or protection of the environment including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, waste petroleum, toxic substances, hazardous substances as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act ("CERCLA"), and solid waste as that term is defined in the Federal Resource Conservation Recovery Act ("RCRA") occurring on said property due to the acts or omissions of Northern or its subcontractors, except to the extent and in the proportion that such emission, discharge, release or threatened release is caused by the negligence or willful misconduct of Granite State, its subcontractors, or any third party under Granite State's control.
9. Maintain access to the facilities shared by Northern and Granite State, including the access road or driveway that runs from each M&R Station to the nearest public roadway. This maintenance shall include, but shall not be limited to, any reasonably required snow removal. Northern will also be responsible for maintaining the M&R Station facility grounds, including, but not limited to, reasonable vegetation control.

#### VII.M utual Obligations.

1. Northern and Granite State acknowledge that this Agreement may be subject to the jurisdiction of various applicable state and federal regulatory

authorities. To that end, either Northern or Granite State may file this Agreement with any regulatory authority having appropriate jurisdiction over the subject matter hereof.

2. Each of the Parties will report to the other Party in writing at the end of each successive calendar quarter with respect to the specific actions taken during that calendar quarter to fulfill its responsibilities under this Agreement. Each of the Parties will: (a) immediately notify the other Party of any "incident" (as defined by 49 C.F.R. § 191.3) that occurs at any M&R Station; and (b) also immediately report to the other Party any safety-related condition that is observed at any M&R Station, including without limitation those safety-related conditions specified in 49 C.F.R. § 191.23 and those safety-related conditions which would require immediate repair or response, regardless of whether the Party observing the condition is responsible to perform that maintenance or repair at issue pursuant hereto.
3. Northern and Granite State will mutually agree upon a schedule to permit Northern or its assigns to witness the inspection and calibration of Granite State's measurement equipment. Except for emergency circumstances, a forty-eight (48) hour notice shall be given by Granite State to Northern.
4. In the event that either Party shall fail to perform its obligations and responsibilities hereunder and such failure shall continue for a period of ten (10) days after receipt of written notice from the other Party, setting forth the nature of such failure, then the other Party shall have the right, but not the obligation, to remedy such failure at the cost and expense of the non-performing Party; provided that, if the Party receiving such a notice commences efforts to cure the non-performance within such ten-day (10-day) period and thereafter continues to diligently pursue those efforts but is unable with due diligence to cure the non-performance within said ten-day (10-day) period, then the other Party shall allow the Party obligated to perform a reasonable period of time, not to exceed thirty (30) days from the date of receipt of notice of non-performance, in which to cure the specified non-performance, before taking steps to remedy such failure of performance.
5. In the event of a conflict among this Agreement, Exhibit "A", Exhibit "B" and/or Exhibit "C" or "D" (as applicable), the following order of priority shall prevail: (a) with respect to any conflict involving the physical demarcation of responsibility, first, Exhibit "C" or "D" (as applicable), second, Exhibit "A", and third, the body of the Agreement; and (b) with respect to any other conflict, first, the Agreement, second, Exhibit "B", third, Exhibit "C" or "D" (as applicable).

6. Except as herein otherwise provided, all notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, or by reputable overnight courier which provides evidence of delivery or refusal, addressed as follows:

If to Northern:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (facsimile)

If to Granite State:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (facsimile)

or in the case of either Party to such other address as shall be designated by written notice given to the other Party in accordance with this paragraph. The effective date of any notice issued pursuant to this Agreement shall be as of the addressee's receipt or refusal of receipt of such notice.

7. Northern and Granite State shall carry the types and amounts of insurance, through a combination of self-insured retention and insurance policies, which are consistent with that maintained by other entities similar to Granite State and Northern. Each Party's insurers shall waive their rights of subrogation against the other Party.
8. Northern and Granite State each represent that this Agreement is in full force and effect upon execution, has been duly executed as delivered by their authorized representative, and constitutes the legal, valid and binding obligations of Granite State and Northern, subject to lawful limitations imposed upon its enforceability (a) as a result of Bankruptcy, insolvency, reorganization or any other similar laws affecting the enforcement of creditor's rights severally, (b) by the final, non-appealable action of a regulatory agency having jurisdiction over the subject matter hereof, including without limitation any approval that must be obtained from any such regulatory agency as a pre-condition to its validity or enforceability, and (c) general equitable principles.

9. Granite State and Northern each warrant that it shall not file any petition, motion, request, pleading or other document with a regulatory agency having jurisdiction over the subject matter hereof that is inconsistent with the express terms of this Agreement. Granite State and Northern further agree that the Agreement shall operate as a bar to such petition, motion, request, pleading or other document.
  
10. This Agreement shall (a) with respect to those M&R Stations that are located in the State of Maine, be governed by and construed in accordance with the laws of the State of Maine, and (b) with respect to those M&R Stations that are located in the State of New Hampshire, be governed and construed in accordance with the laws of the State of New Hampshire. Further, this Agreement may only be amended by written agreement signed by both Parties. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof. No parole evidence such as, but not limited to, oral representations and statements, or the course of conduct between Granite State and Northern, shall operate to modify, supersede or add to the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly hereunto authorized representatives as of the date and year first above written.

GRANITE STATE GAS TRANSMISSION, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

NORTHERN UTILITIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments:

- Exhibit "A": Schedule of M&R Stations
- Exhibit "B": Responsibility Matrix
- Exhibit "C": Photos Showing Physical Limits of Responsibility at M&R Stations Located in the State of Maine
- Exhibit "D": Photos Showing Physical Limits of Responsibility at M&R Stations Located in New Hampshire

**EXHIBIT "A"**  
**SCHEDULE OF M&R STATIONS**

## EXHIBIT A

<b>G.S.G.T. STATIONS - SUPPLYING NORTHERN UTILITIES INC.</b>					
Station Name	Location	State	Demarcation Location	Measuring Station #	Regulating Station #
Forrest Street	Plaistow	NH	Inlet Supply to Station Off of the Bridle Set (4")	MS637407	RS637407
Sweet Hill Road	Plaistow	NH	1st Weld Inside Station	MS637408	RS637408
East Kingston Station	East Kingston	NH	1st Weld Inside Station	MS637409	RS637409
Exeter West	Exeter	NH	1st Weld Inside Station	MS637410	RS637410
Newfields Road 2"	Exeter	NH	1st Weld at Inlet to Heater	N/A	RS637411
Newfields Road 3"	Exeter	NH	1st Weld at Inlet to Heater	MS637412	RS637412
Route 151	Greenland	NH	1st Weld Inside Station	MS637413	RS637413
Ocean Road	Greenland	NH	Valve Outside Station/Outside Fence	MS637414	RS637414
Panaway	Portsmouth	NH	Outlet Flange on Inlet Valve to Station/Outside of Building	MS637415	RS637415
Portsmouth - Lateral	Portsmouth	NH	1st Weld Inside Station	MS637416	N/A
Pease	Portsmouth	NH	Inlet Flanges to Station & By-pass Valves	MS637417	RS637417
Gosling Road	Newington	NH	1st Weld Inside Station	MS637418	RS637418
Newington	Newington	NH	Weld on 2" Side of Concentric Reducer at Station Inlet	MS637419	RS637419
Dover Point	Dover	NH	1st Weld Inside Station on 4" Side of Concentric Reducer	MS637420	RS637420
Bellamy Road	Dover	NH	Top of Inlet Valve/Inside of Station	MS637421	RS637421
Varney Brook	Dover	NH	Top Flange of Inlet Valve	MS637422	N/A
Debbie Lane	Eliot	ME	Utilize Demarcation Point from M&N System Piping	MS637433	RS637433
Marshwood High School	Eliot	ME	1st Weld Inside Station	MS637434	RS637434
Northeast Mill Works	N. Berwick	ME	Top Flange of Inlet Valve to Station	N/A	RS637435
Hussey Seating	N. Berwick	ME	Top Flange of Inlet Valve to Station	MS637436	RS637436
Pratt & Whitney	N. Berwick	ME	Insulating Flange at Station Inlet	MS637437	RS637437
Rte-109	Wells	ME	1st Weld Inside Station	MS637438	RS637438
Twine Mill	Kennebunk	ME	2 Welds on Lower Flanges of Inlet Valves	MS637439	RS637439
Biddeford Industrial Park	Biddeford	ME	Bottom Weld of Inlet Valve to Station	MS637440	RS637440
209 South Street	Biddeford	ME	Inlet Thread to Inlet Valve in Tub	N/A	RS637442
Railroad Ave	Biddeford	ME	Inlet Weld on 4" x 2" Tee	MS637443	RS637443
North St - Saco Brick	Saco	ME	1st Weld at Inlet to Station	MS637444	RS637444
Moody Street	Saco	ME	2 Welds on Lower Flanges of Inlet Valves	MS637445	RS637445
Cascade Road	Old Orchard	ME	1st Weld at Inlet to Station	MS637446	RS637446
Scarborough Ind Pk	Scarborough	ME	1st Weld at Inlet to Station	MS637447	RS637447
Eastern Road	Scarborough	ME	Weld on Inlet Weld Neck Flange	MS637448	RS637448
Roundwood	Scarborough	ME	Inlet 2" Weld on 4" x 2" Weld Tee	MS637449	RS637449
Southborough	Scarborough	ME	Inlet Weld on 2" Side of 4" x 2" Tee	MS637450	RS637450
Payne Road	S. Portland	ME	1st Weld Inside Station	MS637451	RS637451
Congress Street	Portland	ME	Inlet Weld on 4" Elbow	MS637452	RS637452
Blueberry Road	Portland	ME	Inlet Weld at Station	MS637453	RS637453
Larrabee Road	Westbrook	ME	Inlet Weld at Station	MS637455	RS637454

EXHIBIT "A"  
SCHEDULE OF M&R STATIONS

**EXHIBIT "B"**  
**RESPONSIBILITY MATRIX**

**EXHIBIT "B"**  
**RESPONSIBILITY MATRIX**

<u>Facilities/Equipment</u>	<u>Operation , Control &amp; Minor Maintenance Responsibility</u>	<u>Ownership</u>
1. Tap Valves and Piping from Granite State' Pipeline to measurement runs excluding the horizontal Gas filter and bypass piping.	GS	GS
2. Measurement Station; including Meters, Runs, Risers, Piping, Valves & Instrumentation*	NU	GS
3. Cathodic Protection System & Grounding System for Facilities Operated and maintained by Granite State	GS	GS
4. Granite State' Data Acquisition and Electronic Measurement Equipment	GS	GS
5. Regulator Station: including Pressure Regulators, Over Pressure Protection, Valves, Heaters, Piping and Instrumentation, electric service.	NU	GS
6. Cathodic Protection System & Grounding System for Facilities Operated and Maintained by Northern	GS**	GS
7. Northern Gas Odorant Equipment	NU	NU
8. Northern Data Acquisition and Electronic Measurement Equipment	NU	NU
9. Land on which Measurement and Regulation Facility is Located	NU	GS
10. Buildings: Data Building Measurement and Regulator Bldg.	NU	GS
11. Security (fences;locks)	NU	GS

12. Filter Assembly including Inlet, outlet, bypass valves and filter vessel.	NU	GS
13. Inlet insulating flanges, Piping and check valve.	NU	GS

GS = Granite State Gas Transmission, Inc.; NU = Northern Utilities, Inc.

\* Please note, this item does not apply to the Debbie Lane M&R Station located at Eliot, Maine, because the meter at that location is owned and operated by Maritime & Northeast Pipelines, L.L.C.

\*\* Please note, GS is only responsible to provide cathodic protection on the facilities operated and maintained by NU pursuant hereto, until such time as appropriate break points are installed in the cathodic protection system at each M&R Station in order to separate the cathodic protection system that serves the facilities for which NU is responsible from those for which GS is responsible

**EXHIBIT "C"**  
**PHOTOS SHOWING PHYSICAL LIMITS OF RESPONSIBILITY**  
**AT M&R STATIONS LOCATED IN STATE OF MAINE**





Marshwood  
South Berwick, ME





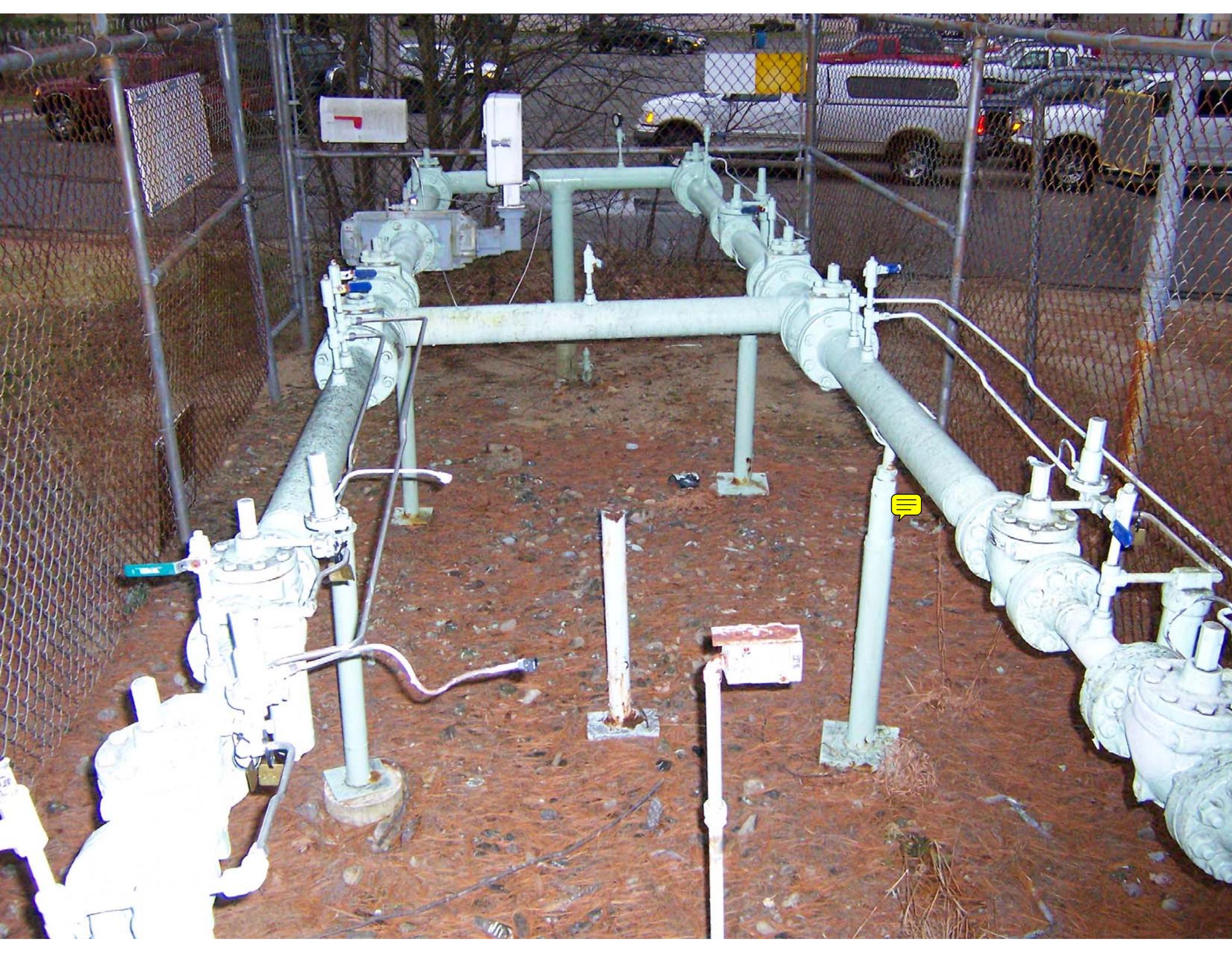
Northeast Millworks

N. Berwick, ME





Hussey MFG.  
N. Berwick



Pratt & Whitney

N. Berwick, ME





Rte-109

Wells, ME



GP  
11/11/11  
11/11/11  
11/11/11  
MARKER 7 2987+04





Twine Mill

Kennebunk, ME



Biddeford Ind. Park

Biddeford, ME







Railroad Ave  
Biddeford, ME



209 South St.  
Biddeford, ME







Saco Brick  
Saco, ME



Message icon



Moody St.

SOCO, ME







Cascade Rd.  
Old Orchard, ME





Scarborough Ind.

Scarborough, ME



Eastern Road

Scarborough, ME





Roundwood  
Scarborough, ME





STAPLES

Southborough  
South Portland



☺

THE  
MAINE  
MALL



Payne Rd  
S. Portland, ME



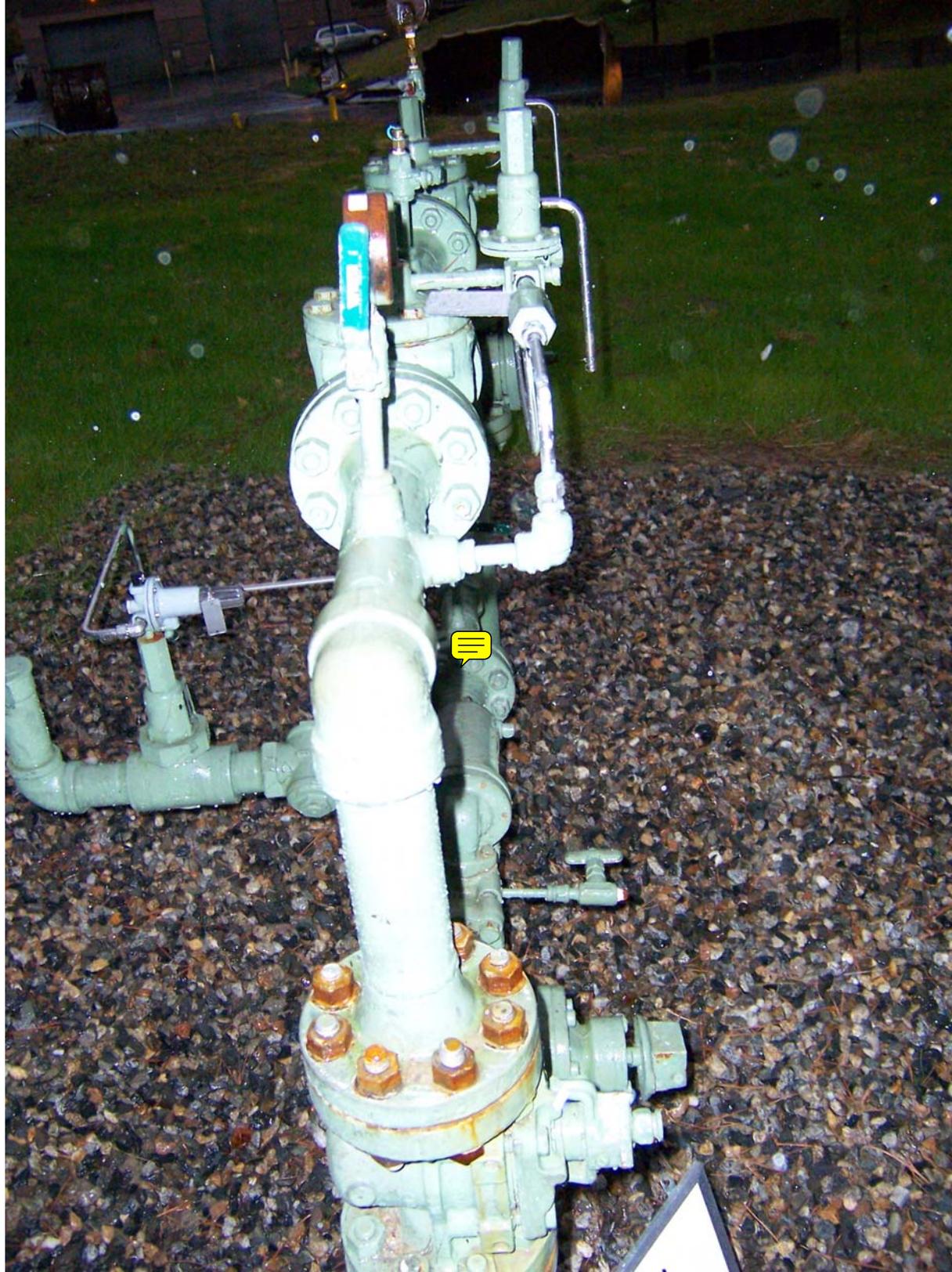


Congress St.  
Portland, ME



A photograph of a handwritten sign on a whiteboard. The sign is placed in front of a chain-link fence. In the background, there is a green utility pipe and a metal pole with electrical components. The scene is dimly lit, suggesting it might be nighttime or in a shaded area. A yellow speech bubble icon is visible on the green pipe.

Larabee Rd.  
Westbrook, ME



A green-painted utility valve assembly with multiple flanges and bolts, situated on a bed of gravel. A yellow speech bubble icon is overlaid on the vertical pipe section.

Blueberry Road

Portland, ME



Fourni St  
2012-12-12





Forrest St  
Plaiston





Sweethill Road

W. W. Wistow





East Kingston Station

East Kingston, NH



Water Works Station, Facility 303  
System MAOP  
SIG

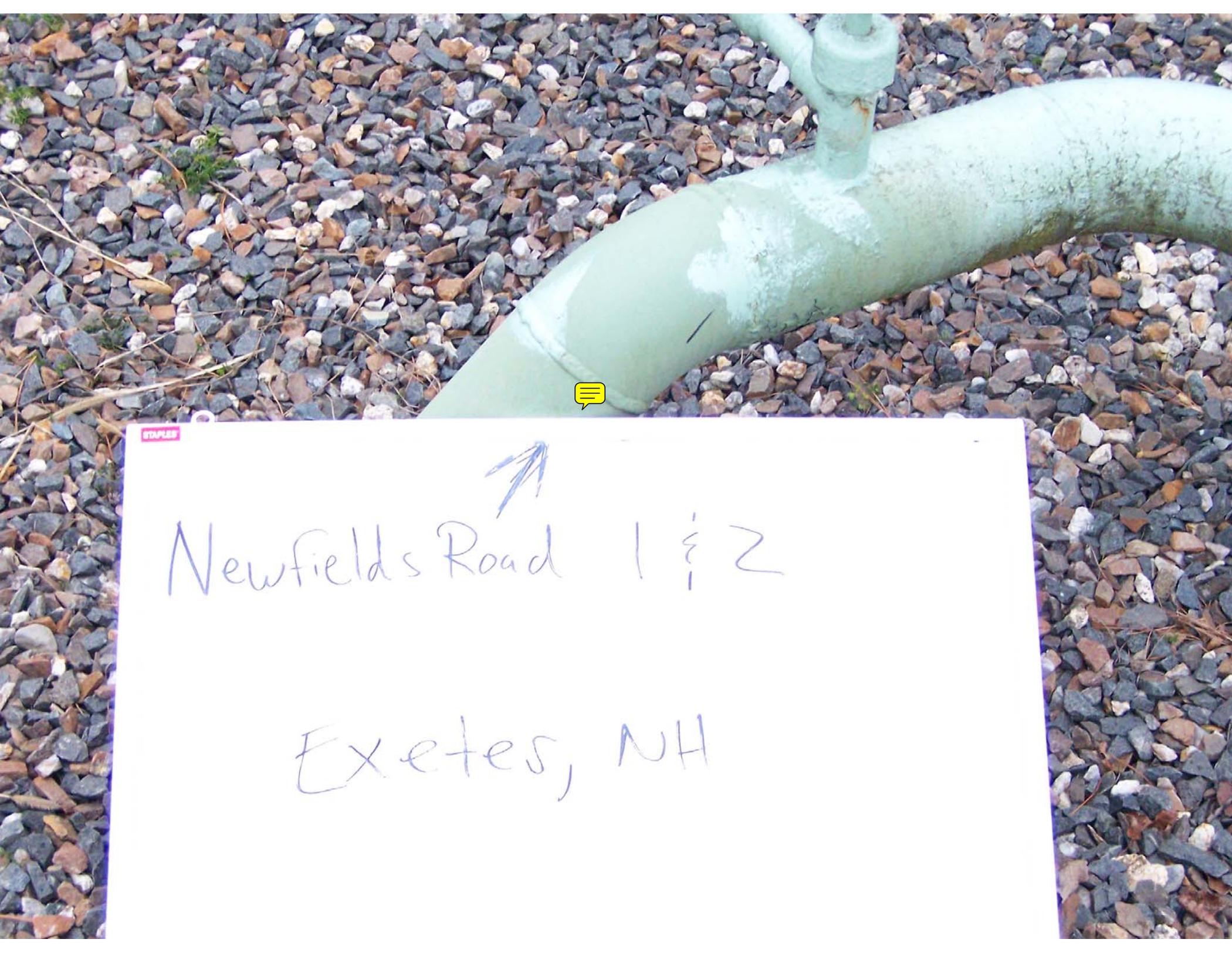




Exeter West

Exeter



A photograph showing a green pipe on a bed of gravel. A yellow speech bubble icon is positioned near the pipe. In the foreground, a white sign with a purple border is placed on the gravel. The sign has a red 'STAPLES' logo in the top left corner and contains handwritten text in blue ink. The text includes an arrow pointing towards the pipe, the address 'Newfields Road 1 1/2', and the location 'Exeter, NH'.

STAPLES

↗

Newfields Road 1 1/2

Exeter, NH



Rte 151  
Greenland, NH







Ocean Rd

Portsmouth



Panaway

Portsmouth, NH





10 9:11 AM



10 9:13 AM



Gosling Road

Newington, NH





Please  
Newington, NH





Nimble Hill Rd.

Newington, NH





Dover Point

Dover, NH



A photograph of a green industrial valve assembly on a gravel bed. The valve has a pink tag with a black arrow pointing to a specific part. A white sign with a black border is placed in front of the valve, containing handwritten text. There are also some digital icons overlaid on the image: a white location pin and a yellow speech bubble.

Spur Road  
Dover, NH



Small rectangular label or tag attached to the piping, possibly containing identification or safety information.



Varney Brook  
Dover, NH



**EXHIBIT "D"**  
**PHOTOS SHOWING PHYSICAL LIMITS OF RESPONSIBILITY**  
**AT M&R STATIONS LOCATED IN STATE OF NEW HAMPSHIRE**