



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

May 1, 2018

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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to Pennichuck Water Works, Inc., (VC #155870 B001) Merrimack, NH in the amount of \$31,500 to complete two projects that protect and preserve public drinking water, effective upon Governor and Council approval through May 31, 2019. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-441018-4718-072-500574	FY2018
Dept. Environmental Services, DWSRF Administration, Grants- Federal	\$31,500

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2018 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twelve proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding and eligibility criteria, the Department determined that it could offer grants to seven source protection planning projects and three source security projects. See attachment A for the full list of grants awarded and list of reviewers.

Pennichuck Water Works, Inc. (PWW) will use New Hampshire Department of Environmental Services (NHDES) grant funds for two projects. The first project (\$14,000) includes a detailed investigation of the Boire Field Brook sub-watershed in order to better understand how stormwater discharged from this area impacts Pennichuck's water supply ponds, a primary source of drinking water for the City of Nashua. The second project (\$17,500) includes a study of the feasibility of dredging Harris Pond to remove sediment deposited in this drinking water supply pond. Dredging the pond in a manner guided by an informed feasibility study will help limit the release of nutrients held in the sediment now on the bottom of the pond, reduce plant growth in the pond and reestablish the storage capacity of the pond.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that federal funds no longer become available, General funds will not be requested to support this program.

We respectfully request your approval.


Robert R. Scott, Commissioner

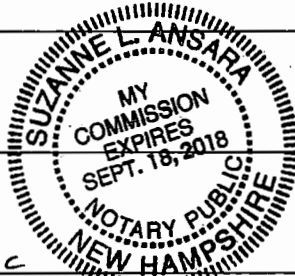
Subject: Pennichuck Water Works, Inc.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Pennichuck Water Works, Inc.		1.4 Grantee Address 25 Manchester Street, Merrimack, NH 03054	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2019	1.7 Audit Date N/A	1.8 Grant Limitation \$31,500
1.9 Grant Officer for State Agency Pierce Rigrod, NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 0688	
1.11 Grantee Signature <i>Donald L. Ware</i>		1.12 Name & Title of Grantee Signor <i>Donald L. Ware Chief Operating Officer</i>	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>5/2/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Suzanne L. Ansara</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Suzanne L. Ansara, Notary Public</i>			
1.14 State Agency Signature(s) <i>Robert R. Scott</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>5/9/18</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or
11.1.2 failure to submit any report required hereunder; or
11.1.3 failure to maintain, or permit access to, the records required hereunder; or
11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF WORK

Pennichuck Water Works:

(SWP-285, Project 1) Boire Field Brook Stormwater Watershed Evaluation

Pennichuck Water Works (PWW) will use New Hampshire Department of Environmental Services (NHDES) grant funds to perform a detailed investigation of the Boire Field Brook sub-watershed in order to better understand how stormwater discharged from this area impacts Pennichuck's water supply ponds, a primary source of drinking water for the City of Nashua. PWW will assess the Boire Field Brook sub-watershed to better define pollutant loading and determine potential areas of improvement using best management practices (BMPs). To accomplish these objectives, the following tasks, as described in the application submitted to NHDES, will be conducted:

Task 1. Sub-watershed Assessment

- I. Prepare a Site Specific Project Plan (SSPP) following the Watershed Survey Site Specific Project Plan template published by NHDES. The SSPP will specifically address types of data and field observations to be collected consistent with US EPA quality assurance guidelines, and will be provided to NHDES for review and approval prior to performing field work. The SSPP will address secondary data for subtasks under both Task 1 and Task 2.
- II. Summarize available water quality data in the brook to establish a technical rationale for proposed stormwater treatment systems within the sub-watershed. Prepare a summary of existing water quality data with recommendations for future sampling that will better define water quality issues within the brook.
- III. Using available data (e.g., GIS land use data, etc.) and field observations, update the BMP locations and designs not implemented but identified within the *Study of Urban Non-Point Source Pollution* (2000, Pennichuck Water Works) and amend and/or update recommendations accordingly. Research the potential discharge of pollution based on land use including "high load areas" as defined under NHDES Alteration of Terrain regulations" such as junk yards or petroleum dispensing facilities within the sub-watershed based on available land use data and watershed "windshield surveys." Create a narrative summary and table detailing the above stormwater characteristics and full suite of conceptual design practices in the sub-watershed proven to mitigate stormwater contaminants and support water quality goals for Boire Field Brook and downstream supply ponds.
- IV. Along the full extent of the Boire Field Brook, inventory stormwater discharge points located immediately adjacent to the brook to identify potential pollutants and treatment options; delineate destabilized areas contributing sediment/TSS loads; identify areas of stream distress, erosion and sediment deposits through a combination of field visits and high-resolution drone flights along the brook. Create a narrative summary that includes a map showing the stormwater practices and table detailing the stormwater characteristics in areas within close proximity to the waterbody that will support water quality goals for Boire Field Brook.

Grantee Initials DDW
Date 5/2/18

- V. Prepare conceptual stormwater practice designs and pollutant loading estimates using the NHDES Simple Method according to guidance published by NHDES and consistent with NHDES Section 319 Non-Point Source Quality Assurance Project Plan (QAPP) to reduce non-point source pollutants to restore water quality. Modifications to existing practices and/or new practices will be recommended to achieve water quality goals, prevent or remove contaminants from high-load areas, minimize maintenance costs, effectively contain accidental spills and/or stabilize unstable portions of Boire Field Brook. Concept level designs will consider existing water quality, practice pollutant reduction potential, site conditions, ownership/right of ways using available online information, and estimated runoff volumes received by concept practices as applicable (e.g., stormwater BMPs) by using publicly available LIDAR data for each location. Estimated practice sizing, cross section, and site layout along with relevant practice/site data will be submitted to scale on a parcel map for each practice.

Deliverables: A SSPP provided to NHDES, a final copy of the Simple Method MS Excel model and associated Site Specific Project Plan (SSPP), an updated report of Boire Field Brook, a narrative and matrix summarizing results of the above provided to NHDES as a draft, water quality goals in Boire Field Brook, known water quality issues and sources of contamination, site maps with revised/new conceptual practice designs as applicable for sites with altered conditions since the previous Boire Field Brook study (2000), impact of proposed stormwater practice designs to reduce loading and achieve water quality goals; field work/drone video results, field investigation outputs for each of sub-tasks and stormwater practice recommendations based upon factors noted within this task.

Task 2. Final Report (Boire Field Brook Study Update)

Summarize in a narrative and matrix the findings of all tasks outlined in Task 1 and 2 that will address the following:

- I. Final results of the sub-watershed assessment performed under Task 1, including location and discussion of high-priority areas of Boire Field Brook along with recommendations for remediation or improvement. The narrative will summarize how proposed conceptual designs will improve Boire Field Brook and target pollutants of concern in the brook and water supply ponds.
- II. Predicted pollution reduction and technical rationale supporting recommended structural and non-structural stormwater practices, including retrofits with a conceptual-level estimate of costs for design, operation/maintenance costs, expected permitting requirements and construction costs.
- III. Specify recommendations for follow-up actions, including landowner negotiations and legal agreements.

Deliverable: One paper copy and one electronic copy of the final report submitted to NHDES for comment. Comments will be addressed with NHDES and as necessary modifications to the report will be completed prior to completing the final report.

Grantee Initials DW
Date 5/2/18

(SWP-286, Project 2) Harris Pond Dredging Feasibility Study

Pennichuck Water Works (PWW) will also use NHDES Local Source Water Protection Grant funds to complete a feasibility report regarding the dredging of sediment from Harris Pond, a water supply pond for the City of Nashua. Sand and soil carried by runoff from the pond's developing watershed is reducing the pond's capacity to store water and may affect water quality, ultimately impacting the drinking water treatment processes. PWW will develop a dredging feasibility report to assess the potential to safely remove sediment within Harris Pond that will identify and recommend areas to dredge, characterize sediment materials, evaluate potential resource impacts and address state and federal permitting issues. Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

Task 1. Logistical and Environmental Field Evaluation

- a) Collect sensitive natural resource and dredging related data from publicly available aerial imagery, drone flyovers, and observations from on-site field visits. Draft and submit to NHDES for comment on a Quality Assurance Project Plan in accordance with a Quality Assurance Project Plan (QAPP) for secondary data according to the *QAPP Guidance for Environmental Projects Using Only Existing (Secondary) Data* published by USEPA. USEPA approval is required prior to data collection activities.
- b) Conduct field site work to inventory and confirm sensitive environmental resources/features, evaluate and prioritize potential dredging areas considering land and water resource impacts as a top priority
- c) Recommend temporary and/or permanent structural and non-structural mitigation measures to limit water quality impacts in the pond during or after dredging operations, protect wetland areas, endangered species habitat and other sensitive natural areas. List all required state and/or federal permits and summarize regulatory requirements with statutory and applicable rule citations.
- d) Identify and describe priority dredging areas, summarize dredging operations, estimate cost, determine access points, list necessary machinery, identify appropriate staging and sediment dewatering areas, loading and truck routing, drawdown feasibility and other logistical concerns associated with a typical dredging project

Deliverables: Prepare a QAPP for US EPA approval and letter report summarizing the issues above. The report will include a site plan and/or map showing geographic representations of the recommended dredging areas, mitigation measures, nearby sensitive areas, and other geographic data as noted under this task. Work done under Task 1 will be incorporated into the Feasibility Report developed under Task 2.

Grantee Initials DW
Date 5/2/18

Task 2. Dredging Feasibility Report

Using information obtained under Task 1, prepare a dredging feasibility report for Harris Pond for the purpose of maintaining water quality conditions and restoring total water storage capacity. The report will provide detail concerning the following:

- a) Recommended dredging areas, depths, and volume of sediment removal within Harris Pond;
- b) Estimated potential benefit for associated increases in active storage;
- c) Identification of recommended dredging methods (e.g., hydraulic, clamshell, conventional excavation with long-reach excavator, etc.);
- d) Options for sediment dewatering and other site-specific logistic considerations (e.g., equipment access, transport route, etc.);
- e) Anticipated project costs, including evaluation of design, permitting, and construction phases and associated costs;
- f) General cost-benefit analysis for each of the identified locations based on a cost per volume of active storage gained; and
- g) Hold a site meeting and/or conference calls with stakeholders, including at a minimum the Nashua Conservation Commission and NHDES, to identify concerns, obstacles and permit constraints associated with future maintenance dredging for incorporation into the report.

Deliverables: A final dredging feasibility report will be drafted that will include content derived from Tasks 1 and 2, with emphasis upon the following:

- a) Description and cost and benefits for the recommended areas for dredging and associated dimensions;
- b) Description of the different options available for dredging, including the feasibility, strengths, and weaknesses of each;
- c) Description of logistical considerations, such as site access; and anticipated costs for performing the work.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval.

Grantee Initials ROW
Date 5/2/12

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Project Number	Task Number/Description	Source Water Protection Grant
SWP-285	1. Boire Field Brook Sub-watershed Assessment	\$10,000
SWP-285	2. Final Boire Field Brook Report	\$4,000
SWP-286	1. Logistical and Environmental Field Evaluation for Harris Pond Dredging	\$8,500
SWP-286	2. Dredging Feasibility Report	\$9,000
	TOTAL	\$31,500

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials BNW
Date 5/2/18

State of New Hampshire

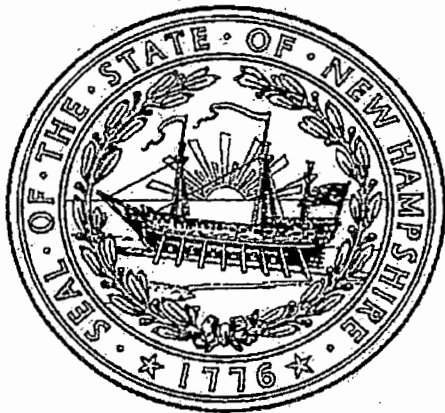
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PENNICHUCK WATER WORKS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 17, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 59614

Certificate Number : 0004060486



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of March A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



PENNICHUCK WATER WORKS, INC.

CORPORATE SECRETARY'S CERTIFICATE

I, Suzanne L. Ansara, do hereby certify that I am the duly elected Corporate Secretary of Pennichuck Water Works, Inc. (the "Company"), a New Hampshire corporation, and that I am authorized to execute and deliver this Certificate on behalf of the Company. In that capacity, I do hereby further certify that:

- 1. The following resolutions were adopted by the Board of Directors of the Company on March 23, 2018; and such resolutions have not been altered, amended or repealed, and are in full force and effect, as of the date hereof:

Resolved: that the Board of Directors of Pennichuck Water Works, Inc. (the "Company") authorizes the Company to accept a grant of \$14,000 through the 2018 Local Source Water Protection Grant Program for the Boire Field Brook Watershed Evaluation project (the "Project");

Further

Resolved: that the Board of Directors authorizes the Company to enter into a Grant Agreement for the Project, in substantially the form presented at this meeting, with the New Hampshire Department of Environmental Services; and

Further

Resolved: that the Company's Chief Executive Officer or Chief Operating Officer, acting singly, are each hereby authorized to execute and deliver the Grant Agreement, and to execute any and all other documents necessary, and to take such further actions, as either of them, in their sole discretion, may deem necessary, proper or advisable, to carry out the intent of these resolutions.

In Witness Whereof, I have hereunto set my hand this 28th day of March, 2018.

Suzanne L. Ansara
Corporate Secretary

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Signed and sworn to before me on this 28th day of March 2018, by Suzanne L. Ansara, Corporate Secretary of Pennichuck Water Works, Inc.

Deirdre Masi
Notary Public





PENNICHUCK WATER WORKS, INC.

CORPORATE SECRETARY'S CERTIFICATE

I, Suzanne L. Ansara, do hereby certify that I am the duly elected Corporate Secretary of Pennichuck Water Works, Inc. (the "Company"), a New Hampshire corporation, and that I am authorized to execute and deliver this Certificate on behalf of the Company. In that capacity, I do hereby further certify that:

1. The following resolutions were adopted by the Board of Directors of the Company on March 23, 2018; and such resolutions have not been altered, amended or repealed, and are in full force and effect, as of the date hereof:

Resolved: that the Board of Directors of Pennichuck Water Works, Inc. (the "Company") authorizes the Company to accept a grant of \$17,500 through the 2018 Local Source Water Protection Grant Program for the *Harris Pond Dredging Feasibility Study project* (the "Project");

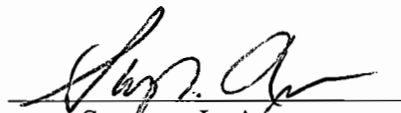
Further

Resolved: that the Board of Directors authorizes the Company to enter into a Grant Agreement for the Project, in substantially the form presented at this meeting, with the New Hampshire Department of Environmental Services; and

Further

Resolved: that the Company's Chief Executive Officer or Chief Operating Officer, acting singly, are each hereby authorized to execute and deliver the Grant Agreement, and to execute any and all other documents necessary, and to take such further actions, as either of them, in their sole discretion, may deem necessary, proper or advisable, to carry out the intent of these resolutions.

In Witness Whereof, I have hereunto set my hand this 28th day of March, 2018.


Suzanne L. Ansara
Corporate Secretary

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Signed and sworn to before me on this 28th day of March 2018, by Suzanne L. Ansara,
Corporate Secretary of Pennichuck Water Works, Inc.


Deirdre Masi
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):	
	E-MAIL ADDRESS:	
INSURED Pennichuck Corporation 25 Manchester St Merrimack, NH 03054-4821	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company of CT	NAIC # 25682
	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C : Charter Oak Fire Insurance Company	25615
	INSURER D : Indian Harbor Insurance Company	36940
	INSURER E : Travelers Indemnity Company	25658
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6306C425325	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			P8107C023057IND18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CUP6K898053	01/01/2018	01/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Prod Comp Op \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	UB9H9064421843G	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Pollution Liab			PEC003609006	01/01/2018	01/01/2019	\$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation 3. A. MA, NH
 Supplemental Named Insureds: Pennichuck East Utility, Inc., Pennichuck Water Service Corporation, Pennichuck Water Works, Inc., Pittsfield Aqueduct Co., Inc. The Southwood Corporation
 RE: Water Protection Grant - Boire Field Brook - SWP 285. State of New Hampshire, Department of Environmental Services, are additional insureds on a primary and non-contributory basis under all liability (See Attached Descriptions)

CERTIFICATE HOLDER State of New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

policies (except Workers Compensation) when required by a written contract, agreement or permit with the Named Insured.

Attachment A
2018 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (12 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (12 years)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
Manchester Water Works	Manchester	\$20,000	
Manchester Water Works	Manchester	\$8,600	
Nashua Regional Planning Commission	Nashua	\$19,996	
Rockingham Planning Commission	Rockingham County	\$19,696	
Pennichuck Water Works	Nashua	\$14,000	
Pennichuck Water Works	Nashua	\$17,500	
Upper Saco Valley Land Trust	Conway	\$1,500	
City of Rochester	Barrington	\$8,200	<i>Ineligible</i>
Manchester Water Works	Manchester	\$18,500	<i>Ineligible</i>

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Claremont	Claremont	\$8,000	
Town of Newport	Newport	\$5,285	
Town of Newport	Newport	\$19,965	