

The State of New Hampshire JUN10'20 AM10:34

Department of Environmental Services

Robert R. Scott, Commissioner



June 1, 2020

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, NH 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) in the amount of \$20,000 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Loan Management, Grants- Federal

FY2020 S20.000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2020 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Eighteen 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, the Department determined that it could offer grants to nine source protection planning projects and four source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Pennichuck Water Works, Inc. (PWW) will use the source water protection grant funds to develop a Modified Source Water Protection Plan (MSWPP) prior to the activation of the new source water intake from the Merrimack River for the communities of Litchfield and Merrimack. The MSWPP is a condition of the 2019 NH Drinking and Groundwater Trust Fund received by PWW for the construction of the new intake.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

www.des.nh.gov ' 29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095 (603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

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 Env	ironmental Services	1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095			
1.3 Grantee Name: Pennichuck Water Wor	ks, Inc.	1.4 Grantee Address 25 Manchester Street, PO Box 1947 Merrimack, NH 03054			
1.5 Effective Date Upon G&C Approval	1.6 Completion Date May 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000		
1.9 Grant Officer for State Bess Morrison, NH Department of Envi		1.10 State Agency Telepho (603) 271- 2950	one Number		
1.11 Grantee Signature		1.12 Name & Title of Gran	CEO		
On 5 /27/2020 be or satisfactorily proven to be	efore the undersigned officer	, personally appeared the persigned in blockwill wind ackie (1.12.	on identified in block 1.12.,		
(Seal)	Public or Justice of the Pe	EXPIRES 119, 22, 2023			
1.13.2 Name & Title of No	tary Public or Justice of the	otary Publishing			
1.14 State Agency Signatu			State Agency Signor(s)		
Roley	lut	Robert R. Scott NH Department of	Environmental Services		
1.16 Approval by Attorne	y General's Office (Form, S	substance and Execution)			
By:	es de la company	Attorney, On: 6/5/2	2020		
1.17 Approval by the Gove	ernor and Council				
By:		On: / /			

- 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 to the Project of the Project of
- 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. 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 subgranteed 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 of 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 (PWW):

PWW will use New Hampshire Department of Environmental Services (NHDES) grant funds to develop a source water protection (SWP) plan for the Merrimack River, a surface water source serving the City of Nashua and surrounding communities. The plan will inventory potential contamination sources (PCSs) within a 10-hour Hydrologic Area of Concern (HAC), identify data gaps, and complete a risk assessment to prioritize risks to drinking water with a focus on catastrophic spills and releases. This work will also consider options for water quality monitoring and establish protocols and standard operating procedures to improve emergency response planning. Work will be completed as stated in *Proposal to Develop a Modified Source Water Protection Plan for Pennichuck Water Work's Merrimack River Deep River Raw Water Intake* (Geosyntec Consultants, Inc., April 2, 2020).

Deliverables identified in tasks listed in Exhibit B will be submitted to NHDES for review and comment prior to finalization per the timeline established in the Geosyntec, Inc. proposal.

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 three (3) month quarter after grant approval from Governor & Council.

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:

Task Number/Description	Source Water Protection Grant
Task 1: Project Planning and Data Gathering	\$4,000
Task 2: Inventory of Potential Contamination Source	\$4,000
Task 3: Assess Risk and Prioritize PCS threats	\$4,000
Task 4: Monitor and Manage Threats	\$2,000
Task 5: Emergency Response Plan	\$3,000
Task 6: Project Management	\$3,000
TOTAL	\$20,000

Grantee Initials Later Date State

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 #

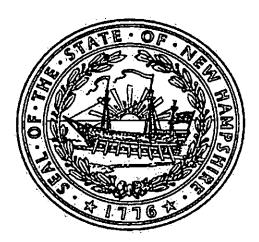
State of New Hampshire Department of State

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: 0004920707



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2020.

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 May 21, 2020; and such resolutions have not been altered, amended or repealed, and are in full force and effect, as of the date hereof:

Resolved: that

that the Board of Directors of Pennichuck Water Works, Inc. (the "Company") authorizes the Company to accept a grant of \$20,000 through the 2020 Local Source Water Protection Grant Program for the Merrimack River Raw Water Intake Modified Source Water Protection Plan 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 Larry D. Goodhue, the Company's Chief Executive Officer or

Donald L. Ware, the Company's 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 1st day of June, 2020.

Suzanne L. Ansara Corporate Secretary

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

Signed and sworn to before me on this 1st day of June, 2020, by Suzanne L. Ansara, Corporate Secretary of Pennichuck Water Works, Inc.

Notary Public

Client#: 635457 PENNICOR1

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/08/2020

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(les) 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	CONTACT NAME:	
USI Insurance Services LLC	PHONE (AJC, No, Ext): 855 874-0123 FAX (AJC, No):	
3 Executive Park Drive, Suite 300	E-MAIL ADDRESS:	
Bedford, NH 03110	INSURER(S) AFFORDING COVERAGE NAI	IC#
855 874-0123	INSURER A: Travelers Indemnity Company of CT 25682	
INSURED	INSURER B: Travelers Property Cas. Co. of America 25674	
Pennichuck Corporation	INSURER C: Charter Oak Fire Insurance Company 25615	
25 Manchester St	INSURER 0 : Indian Harbor Insurance Company 36940	
Merrimack, NH 03054-4821	INSURER E: Travelers Indemnity Company 25658	
	INSURER F:	

•	COAEKWGES		CERTIFICATI	NUMBER.					KENISION	NUMBER.	
	THIS IS TO CERTIFY	THAT THE POL	LICIES OF INSI	JRANCE LISTE	D BELOW	HAVE BEE	NISSUED TO	THE INSUR	RED NAMED A	BOVE FOR TH	HE POLICY PER
	INDICATED NOTWITI	HSTANDING AN'	Y REQUIREME	NT TERM OR	CONDITIO	N OF ANY	CONTRACT C	OR OTHER I	DOCUMENT W	WITH RESPEC	T TO WHICH 1

SIOU 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.

	XCLUSIONS AND CONDITIONS OF					MS.	
INSR LTR	, TYPE OF INSURANCE	ADDL SÚBI INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	5
A	X COMMERCIAL GENERAL LIABILITY		6C425325	01/01/2020	01/01/2021	EACH OCCURRENCE	\$1,000,000
i	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
1						MED EXP (Any one person)	s10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			1		GENERAL AGGREGATE	s2,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMPIOP AGG	s 2,000,000
1	OTHER:		*		i		\$
E	AUTOMOBILE LIABILITY		8102L646026	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULEI AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNE AUTOS ONLY			1		PROPERTY DAMAGE (Per accident)	\$
L							\$
В	X UMBRELLA LIAB X OCCUR		CUP6K898053	01/01/2020	01/01/2021	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS	ADE	1			AGGREGATE	\$10,000,000
1	DED X RETENTION \$0						s
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		9H906442	01/01/2020	01/01/2021	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N N/A		1		E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)	N N/A		1		E.L. DISEASE - EA EMPLOYEE	s500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s500,000
D	Pollution Liab		PEC003609008	01/01/2020	01/01/2021	\$3,000,000 Aggrega	te
	,	-	,	*			
L							

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

State of New Hampshire is an additional insured on a primary and non contributory basis under the General Liability policy when required by a written contract, agreement or permit with the Named Insured.

Concord, NH 03302	See Her
29 Hazen Drive	AUTHORIZED REPRESENTATIVE
Department of Environmental Services	ACCORDANCE WITH THE POLICY PROVISIONS.
State of New Hampshire	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
CERTIFICATE HOLDER	CANCELLATION

Attachment A 2020 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Administrator III		Source Water Protection
		Groundwater Bureau		Program Manager (14 years)
Pierce Rigrod	NHDES	Drinking Water &	Supervisor VII	Grant Project Management
		Groundwater Bureau		(14 years)
Bess Morrison	NHDES	Drinking Water &	Program Specialist III	Grant Project Management
		Groundwater Bureau		(1 years)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
Town of Albany Conservation Commission and Planning Board	Albany	\$2,400	
Town of Francestown	Francestown	\$10,000	
Town of Hampstead	Hampstead	\$20,000	
City of Manchester - Manchester Water Works	Manchester, Auburn, Candia, Hooksett, Chester	\$20,000	
Town of Newport	Unity	\$17,200	
North Conway Water Precinct and Saco Headwaters Alliance	Albany, Bartlett, Chatham, Conway, Eaton, Hart's Location, Jackson, Madison	\$20,000	
North Conway Water Precinct	Conway, Hale's Location	\$20,000	
Rockingham Planning Commission	Coastal Watershed focus w/ statewide outreach and applicability	\$20,000	
Pennichuck Corporation	Nashua	\$12,000	Unable to fund
Pennichuck Corporation	Nashua	\$18,000	Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
Berlin Water Works	Berlin	\$20,000	
City of Keene	Roxbury	\$20,000	
Laconia Water Department	Laconia	\$7,476	
Town of Salem	Salem	\$14,005.31	
Buxton	Exeter	. \$11,640	Unable to fund
Conway Village Fire District	Conway	\$20,000	Ineligible
Town of Newport	Newport	\$20,000	Unable to fund

Attachment A 2020 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)		
Paul Susca	NHDES	Drinking Water & Administrator III		Source Water Protection		
		Groundwater Bureau		Groundwater Bureau Progra		Program Manager (14 years)
Pierce Rigrod	NHDES	Drinking Water &	Supervisor VII	Grant Project Management		
		Groundwater Bureau		(14 years)		
Bess Morrison	NHDES	Drinking Water &	Program Specialist III	Grant Project Management		
		Groundwater Bureau		(1 years)		

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
Town of Albany Conservation Commission and Planning Board	Albany	\$2,400	
Town of Francestown	Francestown	\$10,000	
Town of Hampstead	Hampstead	\$20,000	
City of Manchester - Manchester Water Works	Manchester, Auburn, Candia, Hooksett, Chester	\$20,000	
Town of Newport	Unity	\$17,200	
North Conway Water Precinct and Saco Headwaters Alliance	Albany, Bartlett, Chatham, Conway, Eaton, Hart's Location, Jackson, Madison	\$20,000	
North Conway Water Precinct	Conway, Hale's Location	\$20,000	
Rockingham Planning Commission	Coastal Watershed focus w/ statewide outreach and applicability	\$20,000	
Pennichuck Water Works, Inc.	Multiple Communities	\$20,000	1
Pennichuck Corporation	Nashua	\$12,000	Unable to fund
Pennichuck Corporation	Nashua	\$18,000	Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
Berlin Water Works	Berlin	\$20,000	
City of Keene	Roxbury	\$20,000	
Laconia Water Department	Laconia	\$7,476	
Town of Salem	Salem	\$14,005.31	
Buxton	Exeter	\$11,640	Unable to fund
Conway Village Fire District	Conway	\$20,000	Ineligible
Town of Newport	Newport	\$20,000	Unable to fund