



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfi.org

July 30, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to enter into a License Agreement (License) with Public Service of New Hampshire d/b/a Eversource Energy (PSNH) of Manchester, NH, to use and occupy a proposed utility corridor across Miller State Park in Peterborough and Temple for a period of twenty (20) years effective upon Governor and Council approval. There is no state funding required for this license.


EXPLANATION

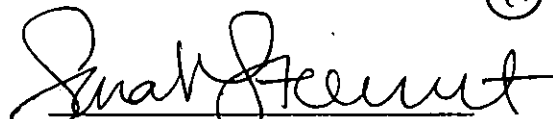
Electrical and communications utility infrastructure have crossed through a portion of Miller State park since at least 1960, providing services to State-managed structures at the summit of Pack Monadnock (located within Miller State Park), as well as to two private out lots near the summit. The utilities currently reach the summit via thirteen (13) existing utility poles at the lower half of the mountain, which are jointly owned by the DNCR and PSNH. At the upper half of the mountain, the utilities currently cross state land via above ground conduit, which has been determined to be unsafe in its existing condition and location.

This License will allow PSNH to replace the unsafe, conduit-encased electrical service within a new utility corridor. The new utility corridor location was selected to be unobtrusive to park users and was developed following many months of discussions between DNCR and PSNH, with input from the public through public meetings and engagement of a stakeholder group. This is a non-exclusive License and companies that currently, or wish to, provide communications services to the summit will be required to enter into a separate license agreement with DNCR, with Governor and Executive Council approval, if required by law.

Respectfully submitted,

Concurred,


William T. Guinn
Acting Director


Sarah L. Stewart
Commissioner

USE AND OCCUPANCY LICENSE FOR UTILITY CORRIDOR

MILLER STATE PARK, PETERBOROUGH and TEMPLE

This license agreement (the License) is hereby made effective this 26th day of August, 2020 by and between Public Service of New Hampshire, d.b.a. Eversource Energy, with a business address of 780 North Commercial Street, Manchester, New Hampshire (PSNH or the Licensee) and the State of New Hampshire, Department of Natural and Cultural Resources (DNCR or the State), with a business address of 172 Pembroke Road, Concord, NH 03301, hereinafter collectively referred to as the Parties.

WHEREAS the State is the owner of land located in Peterborough and Temple known as Miller State Park (the Park);

WHEREAS, the Park was established by Chapter 187, Laws of 1915 and pursuant to Section 20, Chapter 128, Laws of 1909; and

WHEREAS the State and PSNH jointly own 13 existing utility poles supporting an Eversource electric distribution line and third-party communications cable that cross lower portions of the Park pursuant to Agreement dated April 14, 1960 attached hereto as Exhibit A; and

WHEREAS the State and PSNH collectively wish to revise the location of the infrastructure occupying State land and clarify management responsibility of these existing poles; and

WHEREAS, PSNH has requested to construct, occupy, and maintain utility infrastructure in an alternate location within the Park as shown on Exhibit B and to operate and maintain the associated utility corridor to provide safe and reliable electrical service to the Park and to two private abutting lots; and

WHEREAS, this new utility corridor is intended to replace the existing utility corridor which includes a conduit-encased electrical service, which has been determined to be unsafe in its existing condition and location; and

WHEREAS, the DNCR has determined that granting the License is compatible with the law and regulations applicable to the Land and Water Conservation Fund (LWCF) (LWCF Act – 54 U.S.C. Section 200305 and Regulations – 36 C.F.R. Part 59), to which the Park is subject and will allow the public to continue recreating in this area.

NOW THEREFORE, the DNCR, hereby grants to the Licensee this revocable, non-exclusive License over the Park within a corridor measuring approximately 8 feet to either side of the "Proposed Electric Line" in the lower section of main line, from Route 101 to the MIT building, and measuring approximately 10 feet to either side of the "Proposed Electric Line" location in the upper section of the main line, inclusive of guying anchors located outside this Area, as shown in Exhibit B (the Licensed

Area), subject to the following terms and conditions.

1. Unless sooner terminated as provided herein, the term of this License is 20 years commencing on the date first written above. Said License shall expire automatically at the end of the term.
2. The License constitutes only a revocable, non-exclusive license to occupy and maintain the Licensed Area for the purposes described in the License during the term of the License.
3. The State and the Licensee understand and agree that any fees or payment by Eversource for utilization of the Licensed Area is waived for the term of this License. The State reserves the right to consider applicable fees for use and occupancy of the Licensed Area in subsequent License terms, if deemed appropriate by the State at that time.
4. The Licensee agrees to comply with the State statutes or rules in regards to State Parks and Forests, other applicable laws and regulations, and the terms and conditions set forth in the License.
5. Trimming and clearing of the vegetation within the Licensed Area performed prior to the effective date of this license was authorized separately by DNCR under Temporary Special Use Permit #019-025, which was executed on November 6, 2019.
6. Construction and installation of the infrastructure contained within the Licensed Area relies on access over portions of the Park outside the Licensed Area that shall be authorized separately by DNCR under a Temporary Special Use Permit that Licensee has requested in conjunction herewith. This License shall not take effect unless and until said Temporary Special Use Permit is granted.
7. The Licensee may not deviate from the approved Licensed Area in its operation and maintenance of the corridor as shown in Exhibit B and described herein. If the Licensee determines that it needs to use or occupy State lands not specifically described in this License for the operation and maintenance of the corridor, then the Licensee must request in writing to the DNCR for authorization to use or occupy the additional area. After considering the Licensee's request, the DNCR, in its sole discretion, may authorize the use or occupancy of the additional area by amending this License or by issuing a new license that includes such terms and conditions as the DNCR deems appropriate. In its sole discretion the DNCR may also deny the Licensee's request for authorization to use or occupy the additional area.
8. Once the Licensed Area is operational with all construction and electrical restoration activities complete, the Licensee must remove all of its facilities and equipment from the vacated alignment and restore the vacated alignment to as good a condition as its pre-License condition in accordance with good utility practice. Prior to restoration activity, Eversource shall submit a restoration plan to DNCR for review and approval, which shall address among other things promotion of growth of vegetative species native to the Park and removal of invasive species, as necessary. Any Eversource facilities or equipment not removed within 12 months of the Licensed Area being operational will be deemed abandoned and will be disposed of in accordance with applicable federal and state law. In that event, the Licensee will be liable to the DNCR for all of its costs in disposing of the facilities or equipment and restoring the vacated alignment.

9. The License authorizes the Licensee to operate and maintain its facilities or equipment in the Licensed Area. Refer to Exhibit C for a pole by pole description.

10. Authorized vegetative management shall consist of tree trimming and brush removal performed in accordance with Eversource's Vegetation Management policies and procedures. Details are outlined in Exhibit D.

11. In order to continue to use or occupy the Licensed Area beyond the initial term without interruption, the Licensee must submit to the DNCR Commissioner a written request for a new license, in accordance with then-existing DNCR regulations and policies, at least 6 months before the License's expiration date. The DNCR, in its sole discretion, may issue a new license for the use and occupancy of the Licensed Area that includes such terms and conditions as the DNCR deems appropriate. The Licensee hereby acknowledges that reauthorization is not guaranteed and that the Licensee does not have a preferential right to reauthorization as a result of the DNCR's issuance of the License. If such a request for a new license is denied by DNCR, Licensee shall restore the Licensed Area in accordance with the provisions for restoration under Paragraph 29.

12. At any time during the term of this License the DNCR, in its sole discretion, may, without incurring any liability whatsoever, terminate all or any part of the License, provided, however, that DNCR shall exercise its best efforts to accommodate the Licensee at another location in the Park to ensure the continuity of service to Licensee's customers. If the DNCR terminates the License before the License expires by its own terms, then the DNCR will provide the Licensee 30 days advance written notice of the termination, including the reasons for the termination, whereupon the Licensee shall perform restoration of the Licensed Area in accordance with Paragraph 29.

13. At any time during the term of this License, if the Licensee fails to use or occupy the Licensed Area for a period of 2 years, then the DNCR, in its sole discretion, may deem the Licensed Area abandoned and shall notify Licensee in writing of such determination and of Licensee's obligations to restore the Licensed Area in accordance with Paragraph 29 hereof, and should Licensee fail to restore within 12 months following such notice, the Licensee will be responsible for reimbursing the DNCR for all of its costs to secure and restore the Licensed Area.

14. The License may be amended only by a written instrument executed by the DNCR and the Licensee.

15. The Licensee may not transfer or assign the License to another party without obtaining the DNCR's prior written approval.

16. The Licensee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with the License and comply with its terms and conditions. All persons working for the Licensee within the Licensed Area must carry a copy of the License.

17. The Licensee must provide the DNCR with current contact information (company address, points of contact, telephone numbers, email addresses, etc.) for both routine and emergency communications.

18. The Licensee must notify the DNCR in writing at least 5 business days before conducting any maintenance or non-emergency repair work within the Licensed Area. The written notice must describe the location of the proposed work, the equipment to be used, and the size of work crews anticipated to be working in the Park. The DNCR may require an on-site meeting before any maintenance or non-emergency repair work commences and may assign a site monitor to be present during such work. Except in emergencies, all work in the Licensed Area must be conducted during the Park's normal business hours, sunrise to sunset. To respond to an emergency, the Licensee may enter the Licensed Area at other times to conduct repair work after notifying the DNCR by calling the Park's Regional Supervisor at (603) 485-3486.

19. The Licensee must erect and maintain appropriate warning signs, barricades, or other warning devices during all periods when it is working within the Licensed Area, including periods of maintenance or repair.

20. The DNCR may enter and inspect the Licensed Area at any time without providing prior notice to the Licensee.

21. If necessary to protect Park resources or visitors, the DNCR may require the Licensee to suspend its activities in the Licensed Area or to relocate or remove its facilities or equipment as detailed in paragraph 29; provided that if the DNCR determines that the Licensee must relocate or remove its facilities or equipment, the DNCR will exercise its best efforts to accommodate the Licensee at another location in the Park. DNCR shall exercise its best efforts to provide Licensee with as much prior notice of any suspension or relocation as possible and the parties agree to work in good faith to: timely document new license rights and such other approvals as may be required to support any relocated service; secure reimbursement from customers for the cost of such relocation; and coordinate equipment removal, relocation and/or construction to ensure the continuity of service to Licensee's customers.

22. Notwithstanding the issuance of the License, the DNCR may (a) establish trails, roads, or other improvements across, over, on, or through the Licensed Area for use by the DNCR, by Park visitors, or by others and (b) authorize its contractors or other licensees to use the Licensed Area at the same time that the Licensee is using it, provided such use does not interfere with Licensee's ability to construct, access operate and maintain Licensee's facilities and equipment.

23. The Licensee may not allow another party to co-locate equipment on the Licensee's infrastructure without obtaining the DNCR's prior written approval. As a condition of such approval the DNCR will require the co-locator to request and be issued its own DNCR Use and Occupancy License.

24. The Licensee must keep the Licensed Area clean and free of litter or other debris related to their work at all times.

25. Except as expressly authorized by the License or subsequently approved in writing through a Special Use Permit by the DNCR, the Licensee may not move, remove, alter, damage, or destroy any Park resources within the Licensed Area or the Park. As directed by the DNCR, the Licensee must take all reasonable measures to avoid or minimize and mitigate damage to Park resources.

26. The Licensee may not use pesticides or herbicides on the Park lands without obtaining the DNCR's prior written approval.

27. The Licensee must take reasonable precautions and follow industry best practices to prevent and suppress fires resulting from the Licensee's activities under the License.

28. To the extent practical, within 4 hours after the damage or disruption occurs, the Licensee must repair or restore any utilities within the Park that are damaged or disrupted as a result of the Licensee's activities under the License or present an appropriate plan of action.

29. Within 12 months after the expiration or termination of this License, the Licensee must remove all of its facilities and equipment from the Licensed Area and restore the Licensed Area to as good a condition as its pre-License condition in accordance with good utility practice. Prior to restoration activity, Eversource shall submit a restoration plan to DNCR for review and approval, which shall address among other things promotion of growth of vegetative species native to the Park and removal of invasive species, as necessary. Any Eversource facilities or equipment not removed within that time will be deemed abandoned and will be disposed of in accordance with applicable federal law. In that event, the Licensee will be liable to the DNCR for all of its costs in disposing of the facilities or equipment and restoring the Licensed Area.

30. The Licensee shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, commercial general liability insurance coverage in the following minimum amounts: a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The policy described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Dept. of Insurance, and issued by insurers licensed in the State of New Hampshire. The Licensee shall identify the State, DNCR as the Certificate Holder and additional insured. Before the DNCR Commissioner executes the License, the Licensee must provide the DNCR with a copy of its certificate of insurance showing the required coverage. The Licensee shall also furnish to DNCR certificates of insurance for all renewals no later than ten (10) days prior to the expiration date of each insurance policy. The certificates of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

31. By signing this agreement, the Licensee agrees, certifies and warrants that the Licensee is in compliance with or exempt from the requirements of NH. RSA chapter 281-A ("Workers' Compensation"). To the extent that the Licensee is subject to the requirements of NH RSA chapter 281-A, Licensee shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this License. The Licensee shall furnish the DNCR proof of Workers'

Compensation in the manner described in NH RSA chapter 281-A and any applicable renewals thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Licensee, which might arise under applicable State of NH Workers' Compensation laws in connection with the activities under this License.

32. Where applicable, in accordance with RSA 72:23, I(b), this agreement is made between the Parties subject to the condition that the Licensee shall pay all properly assessed real and personal property taxes relating to the improvements within the Licensed Area. Failure of the Licensee to pay such duly assessed personal and real taxes when due shall be cause to terminate this agreement.

33. Unless otherwise exempted by law, the Licensee shall indemnify and hold harmless the State of New Hampshire, its officers and employees from and against any and all claims, liabilities and costs for any personal injury or property damages, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Licensee, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Licensee arising under this paragraph. 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 in this paragraph shall survive the termination of this License.


34. In accordance with applicable law the Licensee will not discriminate against any person because of race, color, religion, sex, or national origin.

35. The Licensee represents and warrants to the DNCR that the Licensee is authorized to enter into this License and the person signing the License on the Licensee's behalf is authorized to bind the Licensee to comply with the License's terms and conditions.


Signatures on following pages

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

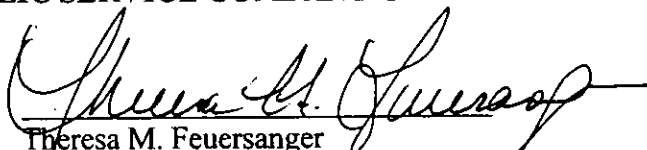
THE STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources

BY: 
William T. Guinn
Acting Director, Division of Forests and Lands


Philip A. Bryce
Director, Division of Parks and Recreation



Sarah L. Stewart
Commissioner

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d.b.a EVERSOURCE ENERGY

BY: 
Theresa M. Feuersanger
Supervisor, Rights and Survey, Transmission and Distribution

Approved as to form, substance and execution

Date 8/13/00

By: 
Assistant Attorney General

Approved by Governor and Council

Date _____

Agenda Item No. _____

AGREEMENT made this 14th day of April, 1960, by and between the New England Telephone and Telegraph Company, a corporation duly established by law, State of New Hampshire (Forestry Department) and Greenville Electric Lighting Company, a corporation duly established by law, hereinafter referred to as the Telephone Company, the State and the Electric Company, respectively.

WHEREAS, the Telephone Company and the Electric Company are the joint owners of poles in locations indicated below, and

WHEREAS, the Telephone Company desires to discontinue its use of certain of said poles.

NOW THEREFORE IT IS AGREED as follows:

The Telephone Company in consideration of the sum of One Hundred Twenty-two Dollars and Four Cents (\$122.04) to it paid by the State, receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell, convey, transfer and set over unto said State all its right, title and interest in and to the following described property:

13 poles on Prop. Town of Peterboro off Wilton-Peterboro State Hwy.

in the Town of Peterboro, New Hampshire, as shown upon Plan No. N.H.T. 1017, dated 2-8-60, hereto attached and made a part hereof, together with any supports attached thereto.

TO HAVE AND TO HOLD to said State and Electric Company, their successors and assigns forever.

This conveyance is made upon condition that said State and Electric Company will immediately have said poles relocated in their names and that they will hold the Telephone Company harmless from all loss, cost, damage or expense hereafter arising from the existence or use of said poles.

The State hereby accepts the right, title and interest of the Telephone Company in said poles.

The Electric Company hereby gives its consent to the transfer.

Said poles are covered by Addendum No. 12 to Joint Ownership Agreement dated June 28, 1927, (Plan N.H.J.3877) between the Telephone Company and the Electric Company, which addendum is hereby cancelled in so far as said poles are concerned, and the Telephone Company is hereby released from all liability in connection with said poles, except as to liabilities already accrued.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be signed and their corporate seals to be hereto
affixed by their respective officers thereunto duly authorized
the day and year first above written.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By J. Davis
General Plant Agreement and Leases Supervisor

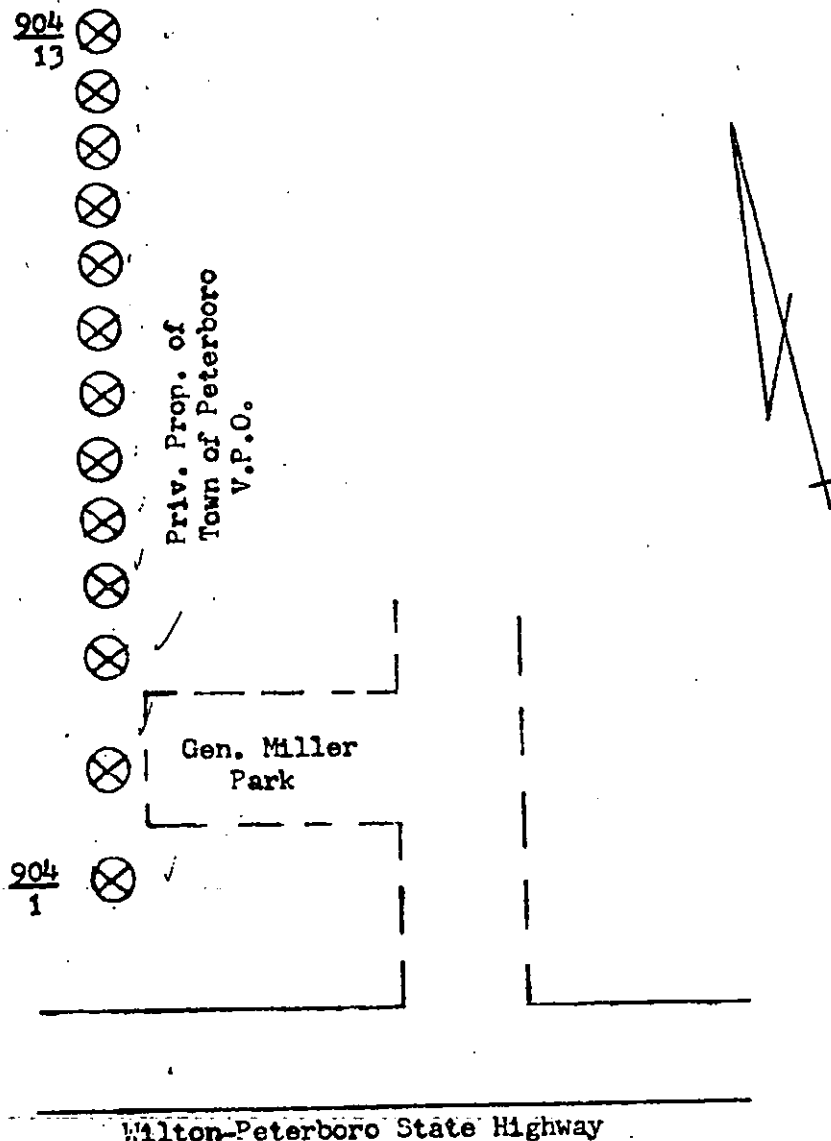
STATE OF NEW HAMPSHIRE (FORESTRY DEPARTMENT)

By William D. [unclear] State Forester

GREENVILLE ELECTRIC LIGHTING COMPANY

By Alexander M. [unclear]

PLAN TO ACCOMPANY BILL OF SALE
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
AND
State of New Hampshire - Forestry Department
GREENVILLE ELECTRIC LIGHTING COMPANY



KEY Tel. Co. 50% Int. in pres. J.O. pole
to be sold to St. of N.H. SCALE none PREPARED BY reb CHECKED BY _____

KEY PLAN

USFNO

- [illegible]

GENERAL NOTES

- [illegible]

ASSUMPTIONS / CLARIFICATIONS

- [illegible]

RISC VECTORS CLASSIFICATION	
NAME OF RISC VECTOR underlying system, COMPLETION ON (DATE)	LINE VOLTAGE
POWER SYSTEM TO RISC VECTOR CLASS CLASSIFICATION TO RISC VECTOR	100 V
POWER SYSTEM TO RISC VECTOR CLASS CLASSIFICATION TO RISC VECTOR	100 V

INDEX OF DRAWINGS

- | | |
|------|-------------|
| 8 | 92.6 INCHES |
| 1-10 | 73.4 INCHES |

PROJECT LOCATION MAP

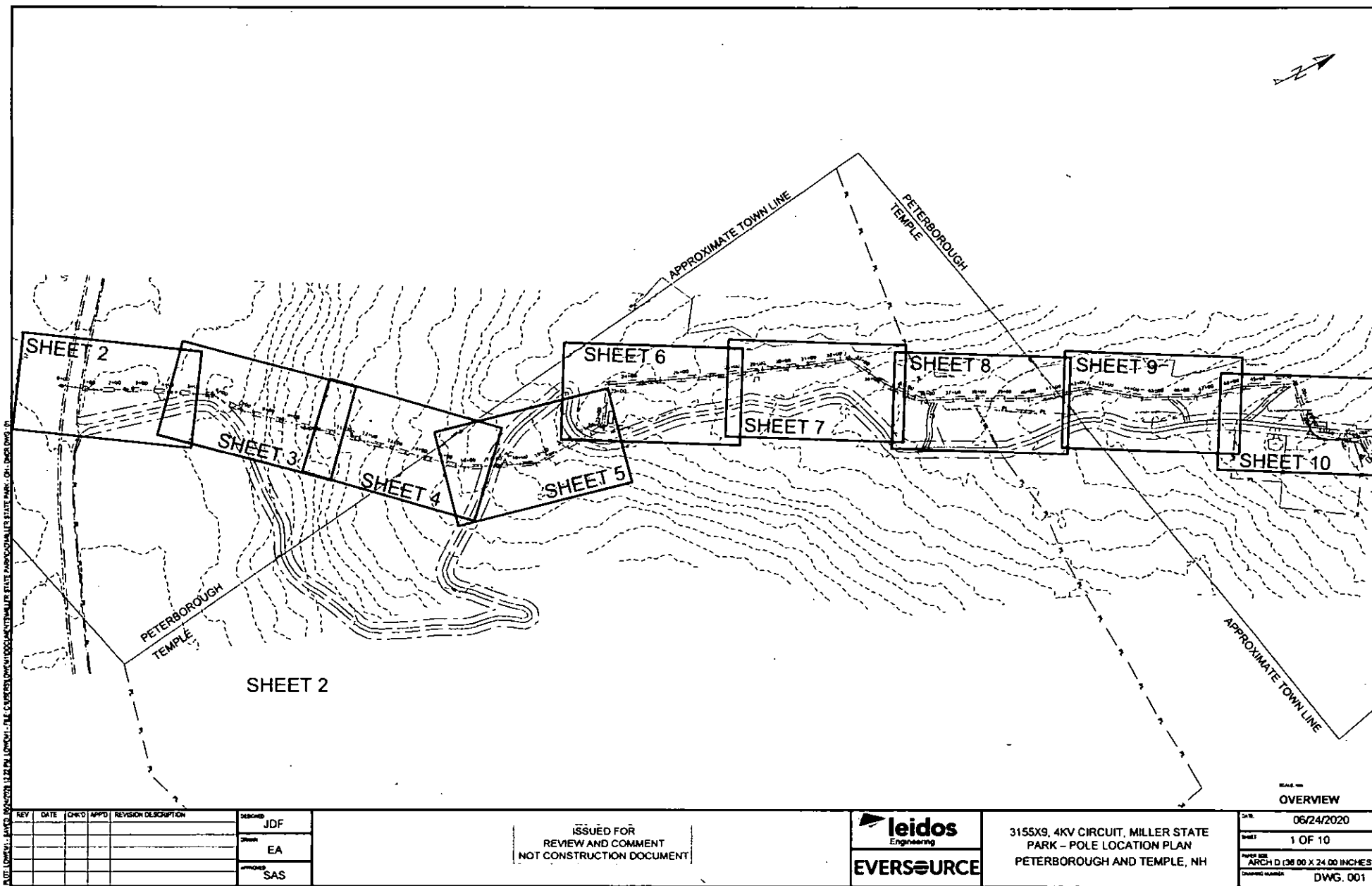
REV	DATE	CHG	APPD	REVISION DESCRIPTION	DESIGNED
					JDF
					DRAWN
					EA
					APPROVED
					SAS

ISSUED FOR
REVIEW AND COMMENT
NOT CONSTRUCTION DOCUMENT



3155X9, 4KV CIRCUIT, MILLER STATE
PARK – POLE LOCATION PLAN
PETERBOROUGH AND TEMPLE, NH

DATE	06/24/2020
SHEET	0 OF 10
PAPER SIZE	ARCH D (36.00 X 24.00 INCHES)
DRAWING NUMBER	DWG. 001



REV	DATE	OWN	APPD	REVISION DESCRIPTION

DESIGNED	JDF
CHECKED	EA
APPROVED	SAS

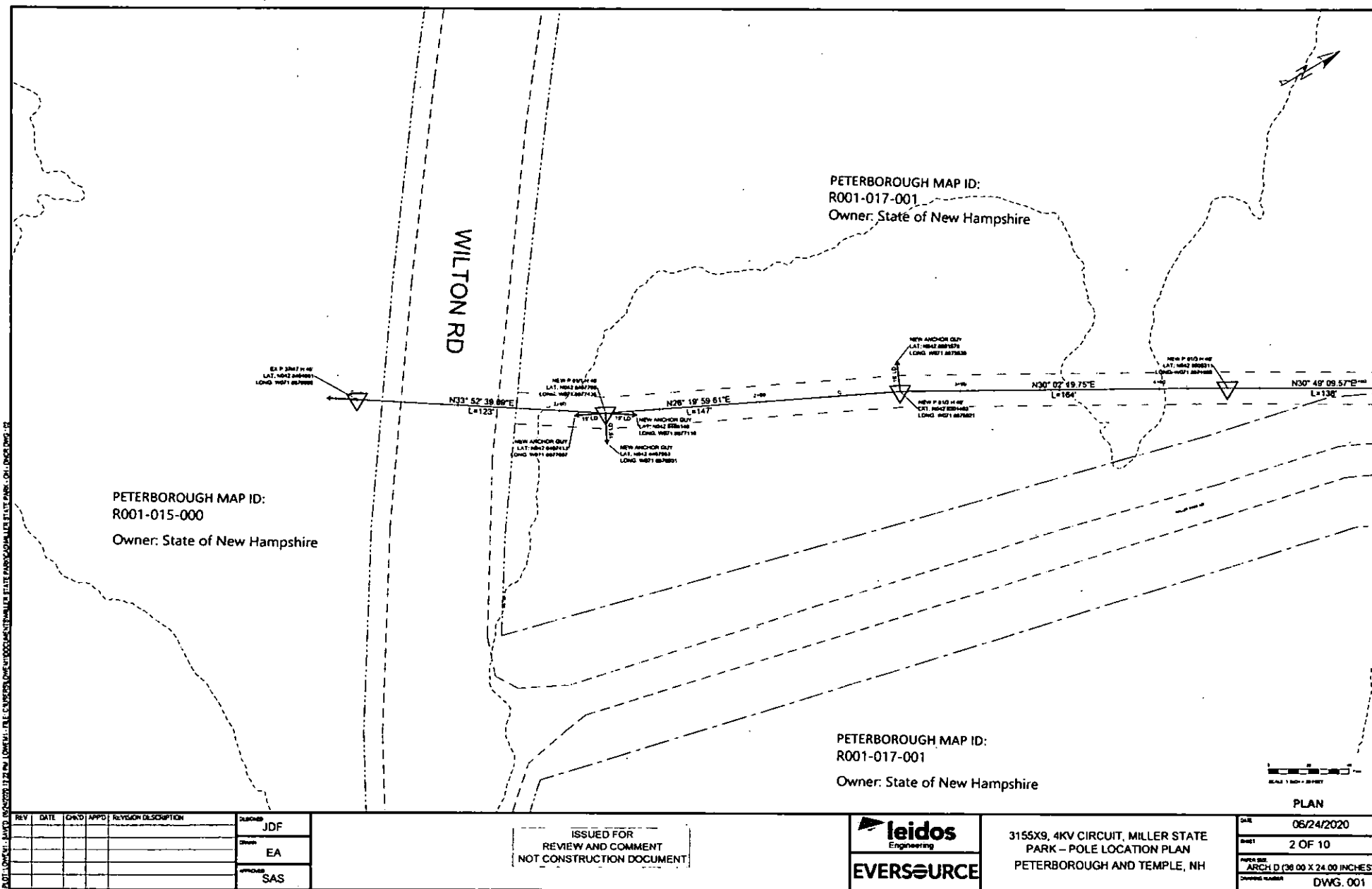
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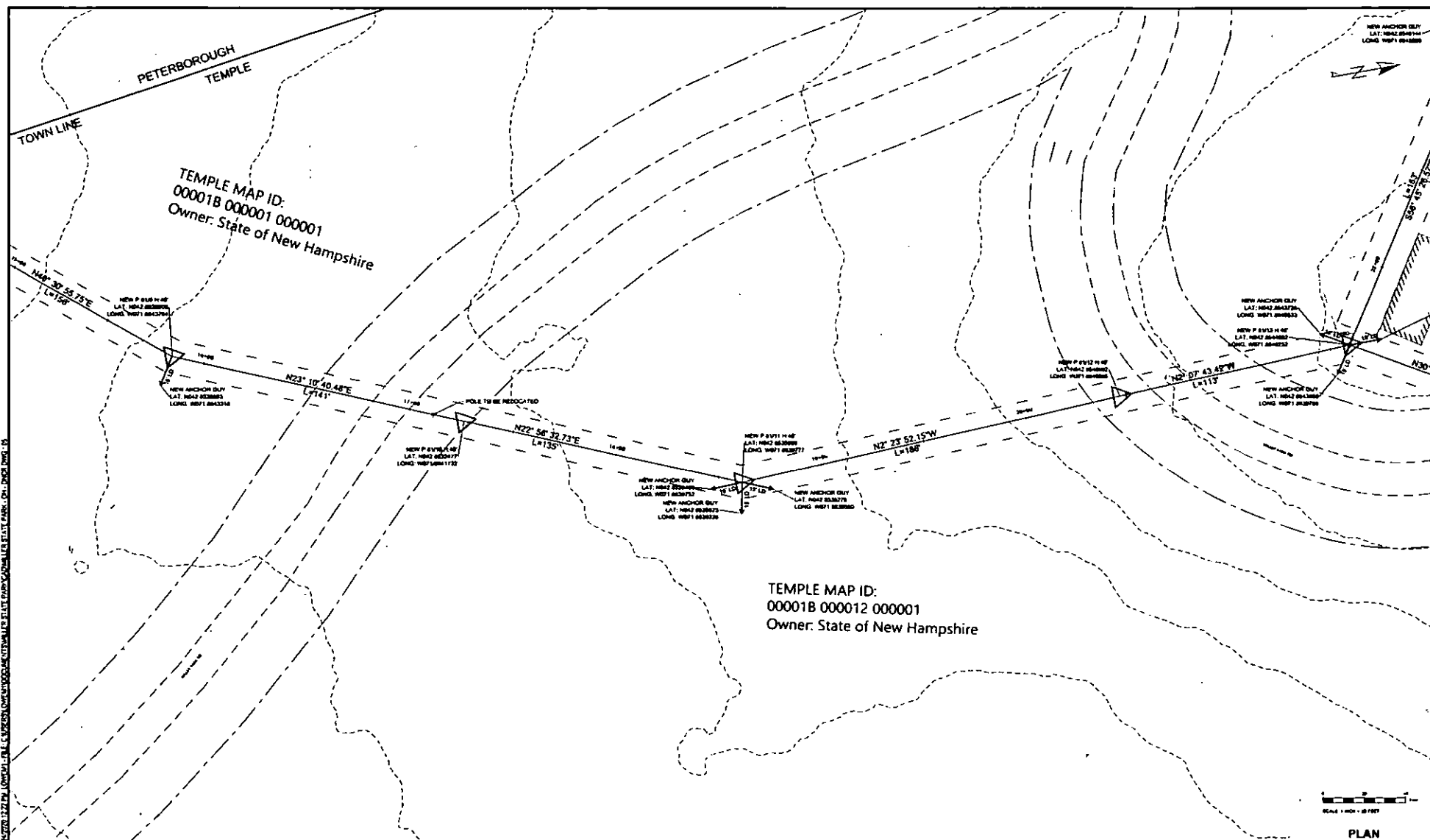


3155X9, 4KV CIRCUIT, MILLER STATE
PARK - POLE LOCATION PLAN
PETERBOROUGH AND TEMPLE, NH

DATE	06/24/2020
SHEET	1 OF 10
PAPER SIZE	ARCH D (36.00 X 24.00 INCHES)
DRAWING NUMBER	DWG. 001

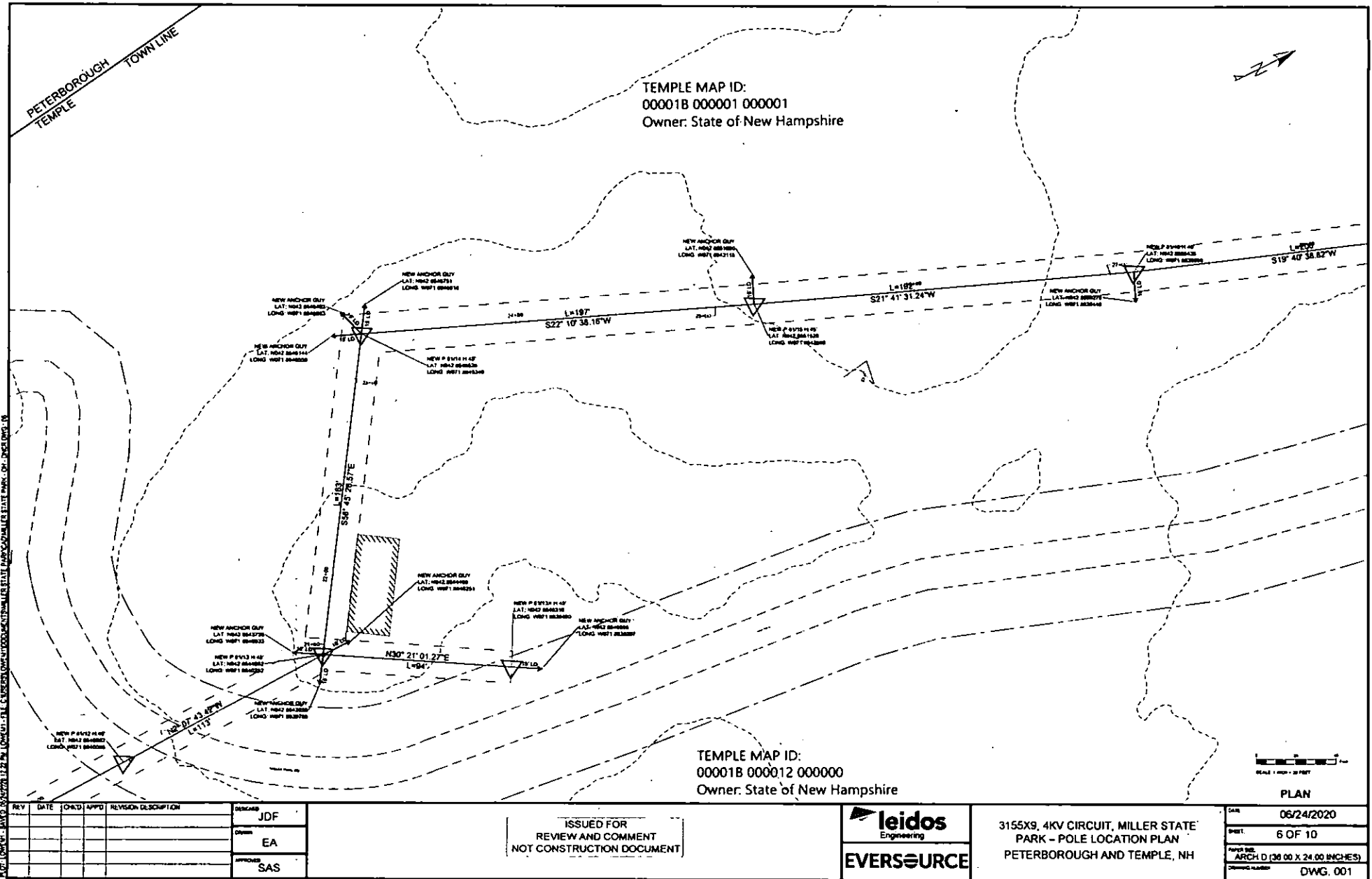
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OVERVIEW

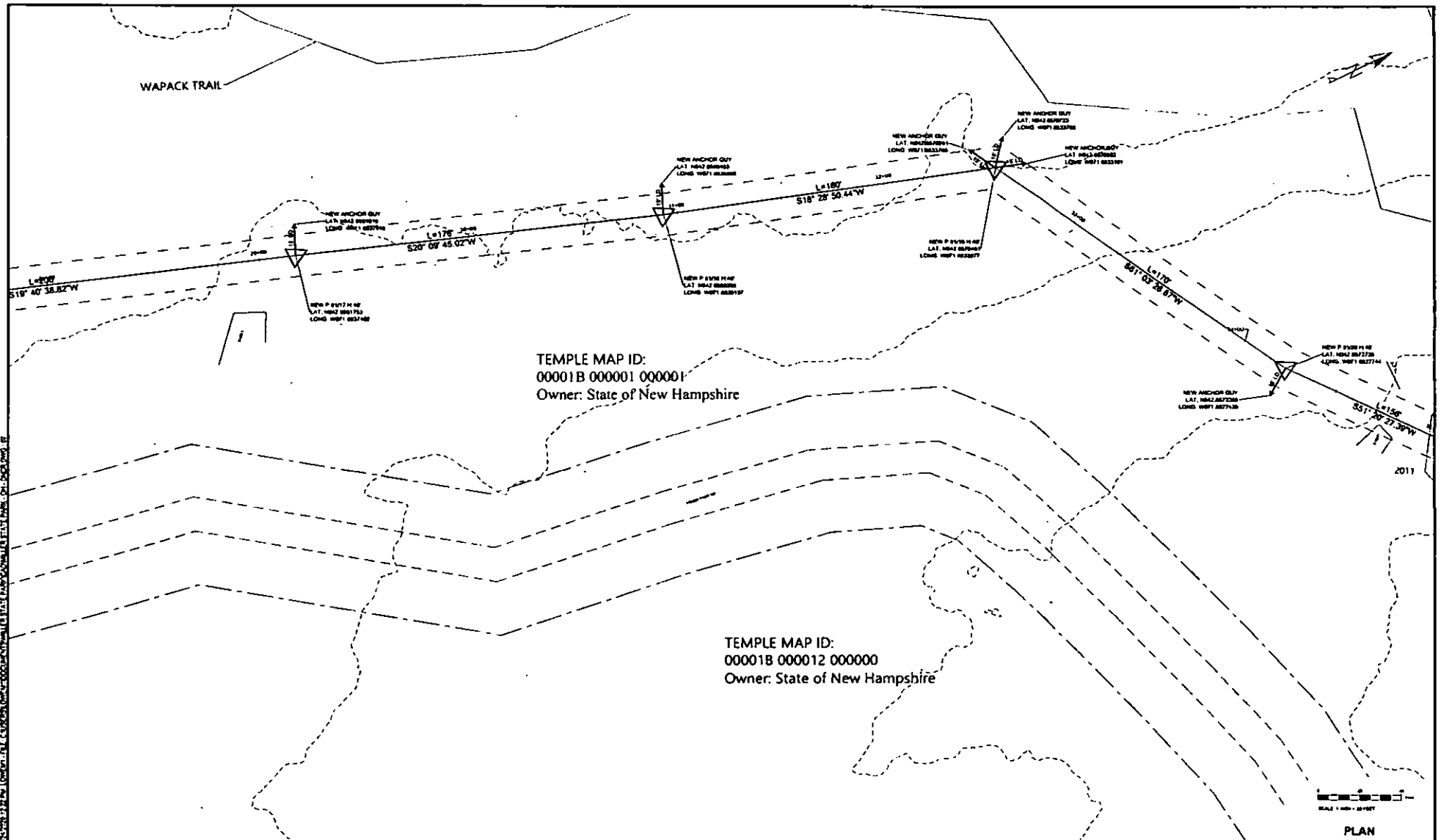


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REVIEW AND COMMENT
NOT CONSTRUCTION DOCUMENT

3155X9, 4KV CIRCUIT, MILLER STATE
PARK – POLE LOCATION PLAN
PETERBOROUGH AND TEMPLE, NH





REV	DATE	CHG'D	BY	REVISION DESCRIPTION

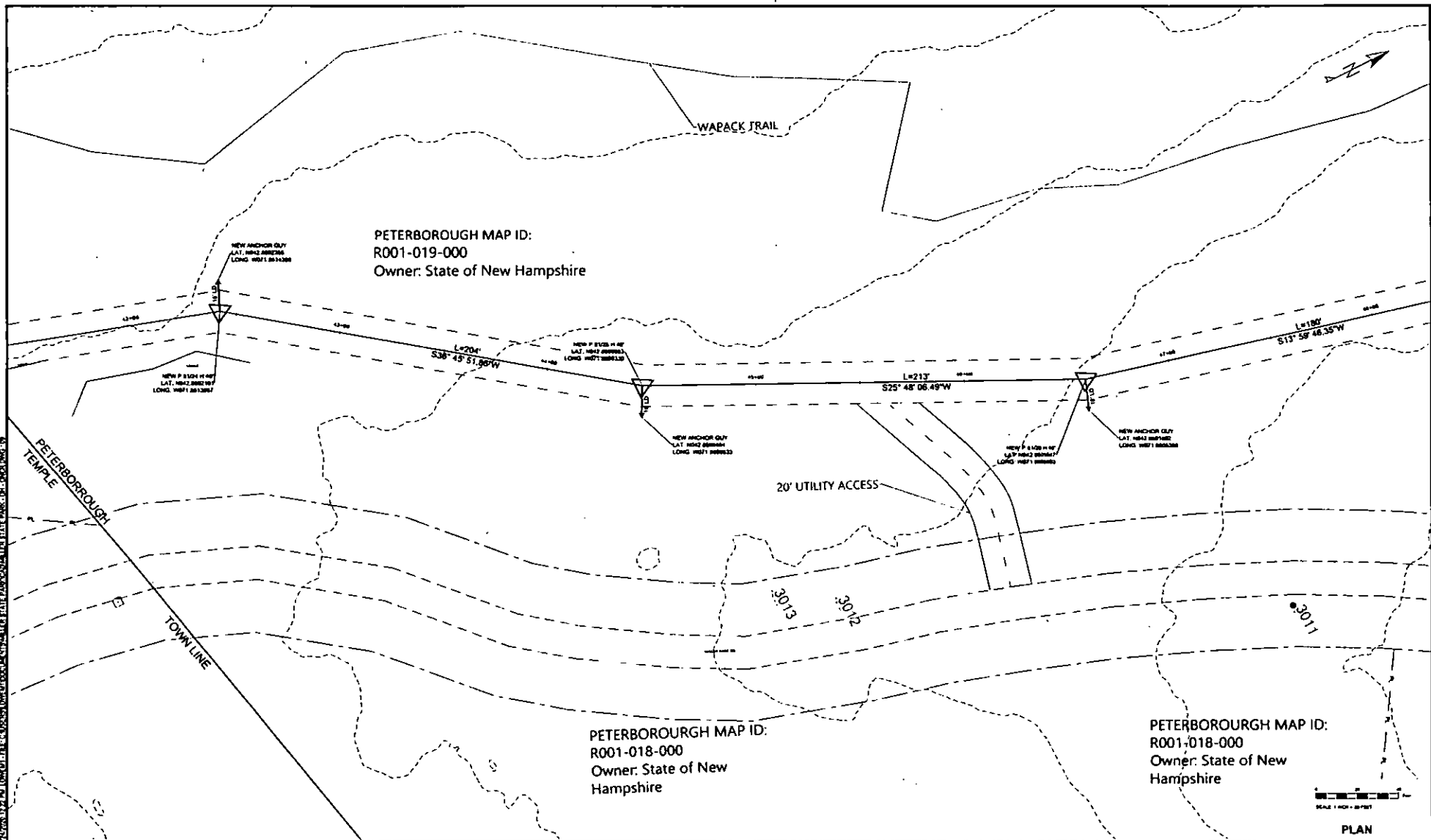
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REVIEW AND COMMENT
NOT CONSTRUCTION DOCUMENT



3155X9, 4KV CIRCUIT, MILLER STATE
PARK - POLE LOCATION PLAN
PETERBOROUGH AND TEMPLE, NH

DATE	05/24/2020
SHEET	7 OF 10
PAPER SIZE	ARCH D (36.00 X 24.00 INCHES)
DRAWING NUMBER	DWG. 001



REV	DATE	CHG	APPD	REVISION DESCRIPTION	DESIGNER	ISSUED FOR REVIEW AND COMMENT NOT CONSTRUCTION DOCUMENT	leidos Engineering	3155X9, 4KV CIRCUIT, MILLER STATE PARK - POLE LOCATION PLAN PETERBOROUGH AND TEMPLE, NH	DATE 06/24/2020
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Exhibit C
Pole by Pole Material Description

**Pole by Pole Construction Details for New Overhead Distribution Line at Miller State Park
Peterborough / Temple New Hampshire**

Eversource Circuit 3155X9 single phase primary distribution line operating at 2.4 kV Volts

Messenger Wire will be the top conductor on the pole
052 AWA Alumoweld - Aluminum Messenger Wire 7 Strand Conductor
This conductor has a Breaking Strength of 17120 lbs.

Primary covered wire will be located 24" below the Messenger Wire.
1/0 ACSR/AW 25kV Aerial Cable 6/1 Compact Round,
Rated Conductor Strength 4250 lbs. Cable meets the requirements of ASTM B 549.

The listed Messenger wire and the Primary conductor will be installed through out the entire project area.

Pole 81/1: 40' Class 1 PENTA Wood Pole, 3- Rock anchors one set 15 feet S, one set 15 feet NE, and one set 15'SW of this pole.

This will be a double dead ended pole with a fused cut out installed to protect the distribution line to the next fuse point which will be located at pole 81/13. Placement of two anchors will be within the licensed area. One anchor will be installed in-line towards pole 37/47, and the other will be installed in-line towards pole 81/2. One anchor will be a side anchor and this anchor will be outside of the licensed area by approximately 7 feet. All required NESC grounding will be installed at this pole location.

Pole 81/2: 40' Class 1 PENTA Wood Pole, 1- Rock anchor set 15 feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 7 feet outside of the licensed area.
All required NESC grounding will be installed at this pole location.

Pole 81/3: 40' Class 1 PENTA Wood Pole, Tangent Pole No Anchoring Required

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole. All required NESC grounding will be installed at this pole location.

Pole 81/4: 40' Class 1 PENTA Wood Pole, 1- Rock anchor set 15 feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 7 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/5: 55' Class 1 Weathering Steel Pole, 3- Rock anchors one to be set 15 feet NE from this pole, and one to be set 15 feet SW of the pole. Third anchor will be set 15 feet SE of the pole

This will be a double dead ended pole.

Utilize the Hendrix Type TC Thimble Clevis with the Pre shaped Hendrix Messenger Grip Cat. # MG-4128 Color Code Blue to secure the 052 AWA Messenger to this pole due to the angle.

Install the Hendrix BA1-PP Pole Cornering Plate with 2- Polymer insulators and 2- Hendrix Cat. # CG-0116 Conductor Dead End Grips to secure primary conductor to this pole. Allows for the primary conductor to be installed without terminating the conductor.

Placement of two anchors will be within the licensed area. One anchor will be installed in-line towards pole 81/4, and the other will be installed in-line towards pole 81/6. The third anchor will be a bisect anchor will be set approximately 7 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/6: 45' Class 1 Weathering Steel Pole, 3- Rock anchors one set 15 feet NE from this pole, and one set 15 feet SW of the pole, and the third one set 15 feet SE of the pole.

This will be a double dead ended pole.

Utilize the Hendrix Type TC Thimble Clevis with the Pre shaped Hendrix Messenger Grip Cat. # MG-4128 Color Code Blue to secure the 052 AWA Messenger to this pole.

Pole hardware to secure Polymer Insulator and use the preformed conductor grip with a "Bubble" in the primary conductor. This will allow for the conductor to pass by this pole and eliminate the need to install a lightning arrester.

Placement of all three anchors will be within the licensed area. One anchor will be installed in-line towards pole 81/5, and the other two will be installed in-line towards pole 81/7.

All required NESC grounding will be installed at this pole location.

Pole 81/7: 40' Class 1 Weathering Steel Pole, 1- Rock anchor set 15 feet NW from this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 7 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/8: 40' Class 1 Weathering Steel Pole, Tangent Pole No Anchoring Required

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

All required NESC grounding will be installed at this pole location.

Pole 81/9: 40' Class 1 PENTA Wood Pole, 1- Rock anchor set 15 feet SE from this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket, install the Hendrix Cat. # 2IP Double Insulator Plate to the BM-14 Tangent Bracket. This will allow for the installation of two insulator pins and 2- Vise Top insulators to secure the primary conductor to this pole.

Anchor will be installed approximately 7 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/10: 40' Class 1 PENTA Wood Pole, Tangent Pole No Anchoring Required

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

All required NESC grounding will be installed at this pole location.

Pole 81/11: 40' Class 1 PENTA Wood Pole, 3- Rock anchors one set 15 Feet NE from this pole, and one set 15 Feet S of the pole, and the third one set 15 feet SE of this pole

This will be a double dead ended pole.

Utilize the Hendrix Type TC Thimble Clevis with the Pre shaped Hendrix Messenger Grip Cat. # MG-4128 Color Code Blue to secure the 052 AWA Messenger to this pole.

Install the Hendrix BA1-PP Pole Cornering Plate with 2- Polymer insulators and 2- Hendrix Cat. # CG-0116 Conductor Dead End Grips to secure primary conductor to this pole. Allows for the primary conductor to be installed without terminating the conductor.

Placement of two anchors will be within the licensed area. One anchor will be installed in-line towards pole 81/10, and the other will be installed in-line towards pole 81/12. The third anchor will be a bisect anchor set SE of this pole. This anchor will be set approximately 7 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/12: 40' Class 1 PENTA Wood Pole, Tangent Pole No Anchoring Required

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

All required NESC grounding will be installed at this pole location.

Pole 81/13: 45' Class 1 PENTA Wood Pole, 3- Rock anchors one set 15 feet SE of this pole, and one set 15 Feet N of the pole, and the third one set 15 feet S of the pole

This will be multi directional dead-ended pole.

The Messenger will be Dead Ended at this pole in three directions

This pole will be a three-way junction pole. The line will continue North to pole 81/13X and dead end at that pole. At Pole 81/13 a new tap will look NW to pole 81/14. A fused cut out will be installed at this pole to protect the line from this location to pole 81/29. Install all appropriate messenger, and primary conductor components necessary to secure these items to the pole.

Placement of two anchors will be within the licensed area. One anchor will be installed in-line towards pole 81/13X, and the other will be installed in-line towards pole 81/12. The third anchor will be a bisect anchor set SE of this pole. This anchor will be set approximately 7 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/13X: 45' Class 1 PENTA Wood Pole, 1 Rock anchor set 15 feet NE of this pole

This pole will be a primary Dead-End pole that will have one 50 kVa 2.4kV/120/240-volt pole mounted transformer, a cut out and arrester mounting bracket will also be installed. A fused cut out to protect this conventional transformer will also be located on this pole. One run of 4/0 secondary triplex conductor will be run from this pole back to pole 81/13 to supply power to the MIT building.

Placement of this one anchor will be outside of the licensed area by approximately 15 feet

All required NESC grounding will be installed at this pole location.

Pole 81/14: 45' Class 1 PENTA Wood Pole, 3- Rock anchors one set 15 feet S of this pole, and one set 15 feet NW of the pole

This will be a double dead ended pole.

Utilize the Hendrix Type TC Thimble Clevis with the Pre shaped Hendrix Messenger Grip Cat. # MG-4128 Color Code Blue to secure the 052 AWA Messenger to this pole.

Install the Hendrix BA1-PP Pole Cornering Plate with 2- Polymer insulators and 2- Hendrix Cat. # CG-0116 Conductor Dead End Grips to secure primary conductor to this pole. Allows for the primary conductor to be installed without terminating the conductor.

One anchor will be installed in-line towards pole 81/13, and the other will be installed in-line towards pole 81/15.

A third bisect anchor will be installed at this pole location.

Placement of all anchors will be outside of the licensed area by approximately 5 feet.

All required NESC grounding will be installed at this pole location.

Pole 81/15: 45' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/16: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 feet SE of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/17: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 Feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Rock Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/18: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 Feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Rock Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/19: 40' Class 1 PENTA Wood Pole, 3- Rock anchors set 15 feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

One anchor will be installed in-line towards pole 81/20, and the other will be installed in-line towards pole 81/18. The third anchor will be a bisect anchor set NW of this pole.

All Rock Anchors will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/20: 45' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 feet SE of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/21: 40' Class 1 PENTA Wood Pole, 3- Rock anchors two set 15 feet S of this pole and the other set 15 feet SE of the pole

This will be a double dead ended pole.

Utilize the Hendrix Type TC Thimble Clevis with the Pre shaped Hendrix Messenger Grip Cat. # MG-4128 Color Code Blue to secure the 052 AWA Messenger to this pole.

Install the Hendrix BA1-PP Pole Cornering Plate with 2- Polymer insulators and 2- Hendrix Cat. # CG-0116 Conductor Dead End Grips to secure primary conductor to this pole. Allows for the primary conductor to be installed without terminating the conductor.

Placement of anchors will be outside of the licensed area by approximately 5 feet. One anchor will be installed in-line towards pole 81/20, and the other will be installed in-line towards pole 81/22. The third anchor will be a bisect anchor set SE of this pole.

All required NESC grounding will be installed at this pole location.

Pole 81/22: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/23: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 feet SE of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/24: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 Feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/25: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 Feet SE of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/26: 40' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 Feet SE of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/27: 45' Class 1 PENTA Wood Pole, with 1 Rock anchor set 15 Feet NW of this pole

Utilize the Hendrix BM-14 Tangent Bracket with the Hendrix Permanent Stringing Angle Clamp to attach the 052 AWA messenger Cable to this pole.

Install the Hendrix BM-14 Tangent Bracket with one insulator pin and Vise Top insulator to secure the primary conductor to this pole.

Anchor will be installed approximately 5 feet outside of the licensed area.

All required NESC grounding will be installed at this pole location.

Pole 81/28: 40' Class 1 PENTA Wood Pole, 3- Rock anchors one set 15 feet W of the pole and the other set 15 feet N of the pole

This will be a double dead ended pole.

Utilize the Hendrix Type TC Thimble Clevis with the Pre shaped Hendrix Messenger Grip Cat. # MG-4128 Color Code Blue to secure the 052 AWA Messenger to this pole.

Install the Hendrix BA1-PP Pole Cornering Plate with 2- Polymer insulators and 2- Hendrix Cat. # CG-0116 Conductor Dead End Grips to secure primary conductor to this pole. Allows for the primary conductor to be installed without terminating the conductor.

Placement of anchors will be outside of the licensed area by approximately 5 feet. One anchor will be installed towards pole 81/29, and the other will be installed to hold the corner from pole 81/27.

All required NESC grounding will be installed at this pole location.

Pole 81/29: 45' Class 1 PENTA Wood Pole, 1 Rock anchor set 15 feet E of this pole

This pole will be a primary Dead-End pole near the State of NH Forest & Lands Building (aka FAA Building). The messenger cable and the primary conductor will terminate at this pole using conventional dead ending components.

Anchor will be installed in-line within the licensed area.

All required NESC grounding will be installed at this pole location.

Additional work beyond this pole will be part of the Summit Solution.

Exhibit D Vegetation Management Plan

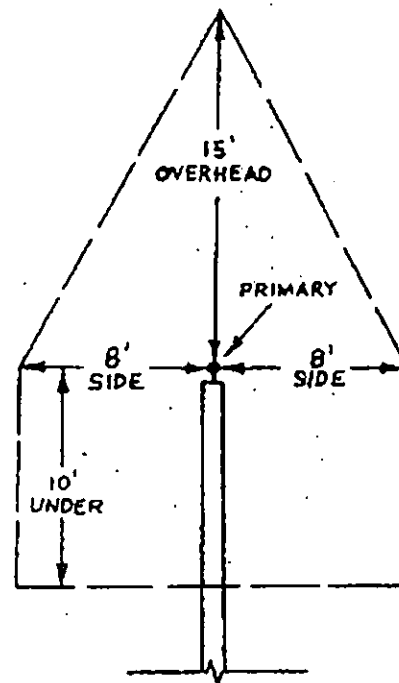
The newly constructed Utility Corridor described in Exhibit B will be maintained under the Eversource NH overhead distribution maintenance cycle. This means once every several years an Eversource contractor will assess the corridor for any vegetation maintenance needs.

This assessment will include evaluating trees and branches that have encroached into the Eversource maintenance zone of 8'x10'x15' (see diagram). The primary access for these crews will be by foot and necessary trimming will be achieved either from the ground or by utilization of off-road climbing crews. Tall growing brush will be selectively removed by hand cutting during maintenance while allowing for low growing species to become established and create a natural environment for the utility corridor. All brush species will need to be removed within 10 feet of poles and guy wires to maintain access and safe working conditions within the Eversource Utility Corridor. Guying and anchor systems outside the 20 foot right of way will be assessed for vine removal during maintenance operations.

Our current utility corridor maintenance plan targets removing tall growing tree species as well as invasive species (i.e. Autumn Olive) as part of our work. Low growth species are not targeted and are encouraged to hopefully create natural competition between the two plants and discourage regeneration of taller growing tree species.

Establishing flowering and other pollinator friendly plants is a focus of Eversource's Vegetation Management programs and is encouraged whenever possible.

All work shall be completed in accordance with Eversource's trimming standards; NHPUC Rule 307.10; ANSI A300, which defines appropriate arboricultural practices intended to preserve tree health; and NHDES Best Management Practices manual for utility maintenance.



State of New Hampshire

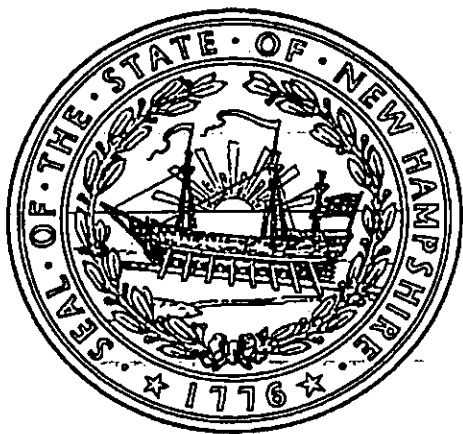
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EVERSOURCE ENERGY is a New Hampshire Trade Name registered to transact business in New Hampshire on February 10, 2015. 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: 721124

Certificate Number: 0004937635



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 June A.D. 2020.

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

William M. Gardner
Secretary of State

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
DBA EVERSOURCE ENERGY

ASSISTANT SECRETARY'S CERTIFICATE

I, the undersigned, HEREBY CERTIFY that by unanimous written consent of the Board of Directors of PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DBA EVERSOURCE ENERGY (the "Company"), dated November 1, 2019, the following resolutions were duly adopted:

RESOLVED, that each of the Chief Executive Officer, the President and Chief Operating Officer, the Executive Vice President and General Counsel and the Vice President-Supply Chain and Property Management of the Company ("Authorized Officers"), acting singly, is hereby authorized to execute and deliver, in the name and on behalf of the Company, any and all deeds, releases, easements, modifications of easements, grants, leases, permits, licenses, certificates or other documents necessary or desirable, in the opinion of the officer taking such action, to sell, transfer, convey, surrender, release, grant or otherwise dispose of, or to lease, release or grant any interest in, any piece or parcel of real property owned by the Company or any interest of the Company in real property of others, provided, however, that all opinions, certificates and other documents, and all necessary consideration, shall be furnished and received, and all other steps shall be taken, as and to the extent required by the applicable provisions of the First Mortgage Indenture, dated as of August 15, 1978, as amended and restated as of June 1, 2011, between the Company and U.S. Bank National Association, successor to Wachovia Bank, National Association, successor to First Union National Bank, formerly known as First Fidelity Bank, National Association, New Jersey, Trustee, as supplemented and amended (the "PSNH Mortgage"), to permit the Company to effect such disposition and to release such piece or parcel of real property or interest in real property from the lien of the PSNH Mortgage.

RESOLVED, that the Trustee under the PSNH Mortgage is hereby requested to release from the lien of the PSNH Mortgage, upon compliance by the Company with the applicable provisions of the PSNH Mortgage, any piece or parcel of real property of the Company or any interest of the Company in real property that is disposed of pursuant to these resolutions.

RESOLVED, that each Authorized Officer is hereby authorized to take such further actions as may be necessary or desirable, in the opinion of such officers, in connection with the disposition of, or the release from the lien of the PSNH Mortgage of, any piece or parcel of real property or any interest in real property disposed of pursuant to the foregoing resolutions.

RESOLVED, that each Authorized Officer is hereby authorized to sign for and on behalf of the Company any and all documents which grant to other parties permission to use and occupy a piece or parcel of the Company's real property pursuant to the terms of licenses, profits, rights-of-way and covenants.

RESOLVED, that each Authorized Officer is hereby authorized to sign for and on behalf of the Company all documents necessary and incidental to the purchase of any interest in real property, subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

RESOLVED, that each Authorized Officer has the authority to delegate to Directors, Managers, Supervisors and other employees, agents and representatives of the Company authority to

sign for and on behalf of this Company all documents necessary and incidental to the (i) disposition of, or release from the lien of the PSNH Mortgage of, any piece or parcel of real property or any interest in real property; (ii) granting of rights to other parties with respect to the Company's real property; or (iii) purchase of any interest in real property, all under the authority granted to such Authorized Officer pursuant to the foregoing resolutions, such delegation to be subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

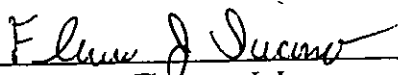
I DO FURTHER CERTIFY that the foregoing resolutions have not been amended or repealed and remain full force and effect as of the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this certificate.

I DO FURTHER CERTIFY that pursuant to the resolutions set forth above, Ellen M. Greim, Vice President-Supply Chain and Property Management, who is an Authorized Officer of the Company, did delegate to Theresa M. Feuersanger, Supervisor, T&D Rights and Survey, lawful and proper authority to sign for and on behalf of the Company documents, including the document accompanying this Certificate, and that the execution of such document represents the binding and authorized action of the Company made in compliance with the terms of the resolutions set forth above.

I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that she has full authority to bind the Company. To the extent that there are limits on the authority of any listed individual to bind the Company in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company on this 13th day of July, 2020.

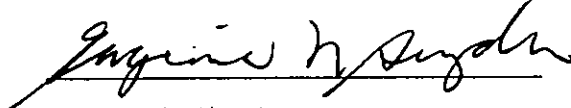
(SEAL)



Florence J. Iacono
Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

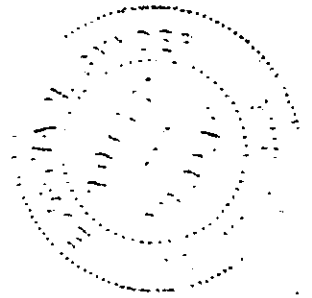
On the 13th day of July, before me Eugenia N. Snyder, the undersigned officer personally appeared Florence J. Iacono, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set me hand and official seal:



Eugenia N. Snyder

Notary Public

My Commission Expires: June 7, 2022.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2020

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(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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Public Service Company of New Hampshire dba Eversource Energy 107 Selden Street Berlin, CT 06037	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Associated Electric & Gas Insurance Services Limited	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-010923037-01 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			XL5043709P	03/15/2020	03/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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 <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Special Use Permit at various state-owned rail trails throughout the state

Certificate holder is included as Additional Insured where required by written contract with respect to Excess Liability subject to policy terms and conditions.

CERTIFICATE HOLDER

State of New Hampshire
Department of Natural and Cultural Resources
Attn: Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301

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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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July 7, 2020

NH Department of Natural and Cultural Resources
Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301

Re: Use and Occupancy License for Utility Corridor and Miller State Park, Peterborough, and Temple

The General Liability insurance program maintained by Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Products and Completed Operations, Employer's Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy companies also have in place catastrophic Excess Liability insurance for losses that exceed the self-insured layer.

The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in New Hampshire is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the self-insured layer, Public Service Company of New Hampshire dba Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify The state of New Hampshire and NH Department of Natural and Cultural Resources as well as provide insurance protection as required for the above captioned permit.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (781) 441-8929.

Sincerely,



Bruce A Birtwell