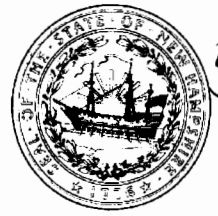




The State of New Hampshire
Department of Environmental Services



Clark B. Freise, Assistant Commissioner

April 13, 2017

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a grant agreement (PO#9005222) with the Pennichuck Water Works, Inc (VC#155870-B001), by extending the completion date to September 30, 2017 from May 31, 2017 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on April 6, 2016 as Item 53. 100% Federal Funds.

EXPLANATION

This amendment to the grant agreement is being requested in order to provide Pennichuck Water Works (PWW) additional time in which to complete the agreed upon scope of services. PWW is assessing sediment sources, inputs and potential contaminant sources on the primary stream tributaries of the Pennichuck Brook, a primary source of drinking water for the City of Nashua, New Hampshire. Additional time is needed because after feedback from NHDES on the most available GIS aerial imagery, it was determined that more aerial imagery was needed for specific tributary sections. The project team wishes to complete aerial mapping after snowmelt in 2017 and needs time for post-mapping analysis and report writing.

The Department of Environmental Services issued a request for proposals for 2016 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twelve proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to nine source protection planning projects and two source security projects, including this project with Pennichuck Water Works. To date, none of the \$20,000 grant has been dispersed.

All other conditions of the original agreement will remain in full effect. This amendment has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.

Clark B. Freise
Assistant Commissioner

**Grant Agreement with the Pennichuck Water Works, Inc.
Local Source Water Protection Grant
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 11th day of April, 2017, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Pennichuck Water Works, Inc., acting by and through its Chief Operating Officer, Donald Ware (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on April 20, 2016, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2017 to September 30, 2017.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

PENNICHUCK WATER WORKS, INC.

By: Donald Ware
Donald Ware, Chief Operating Officer, Pennichuck Water Works, Inc.

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 11th day of April, 2017, before the undersigned officer, personally appeared Donald Ware who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deirdre Masi
Notary Public/Justice of the Peace

My Commission Expires:



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: [Signature]
A. Commissioner

Approved by Attorney General this 18th day of April, 2017, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: [Signature]
Christopher G. Aslin, Assistant Attorney General



PENNICHUCK WATER WORKS, INC.

CORPORATE SECRETARY'S CERTIFICATE

I, Suzanne L. Ansara, the duly elected Corporate Secretary of Pennichuck Water Works, Inc., a New Hampshire corporation, do hereby certify that:

- 1. The following resolutions were adopted by the Board of Directors of Pennichuck Water Works, Inc. on February 26, 2016, and such resolutions have not been amended, modified, or rescinded, and are in full force and effect, as of the date hereof:

Resolved: that the Board of Directors of Pennichuck Water Works, Inc. (the "Company") authorizes the Company to accept a grant of \$20,000 through the 2016 Local Source Water Protection Grant Program for the Watershed and Tributary PCS/Sediment Study Project (the "Project");

Further

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

Further

Resolved: that the Company's Chief Executive Officer or Chief Operating Officer, acting singly, are each hereby authorized to execute and deliver the Grant Agreement, and to execute any and all other documents necessary, and to take such further actions, as any 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 and the seal of Pennichuck Water Works, Inc. this 11th day of April 2017.

[Signature]
Suzanne L. Ansara
Corporate Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Signed and sworn to before me on this 11th day of April 2017, by Suzanne L. Ansara, Corporate Secretary of Pennichuck Water Works, Inc.

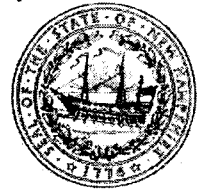
[Signature]
Notary Public





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Amy Hudson



Thomas S. Burack, Commissioner

March 14, 2016

APPROVED G & C

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

DATE _____

ITEM # 53

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Pennichuck Water Works, Inc. (VC #155870B001), Merrimack, NH in the amount of \$20,000 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2017. 100% Federal Funds.

Funding is available as follows:

03-44-44-441018-4718-072-500574
Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2016
\$20,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2016 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twelve proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to nine source protection planning projects and two source security projects. See attachment A for the proposal rankings and list of reviewers.

The Pennichuck Water Works (PWW) will use grant funds to assess sediment sources, inputs and potential contaminant sources on the primary stream tributaries of the Pennichuck Brook, a primary source of drinking water for the City of Nashua, New Hampshire.

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

We respectfully request your approval.

Thomas S. Burack

Thomas S. Burack
Commissioner

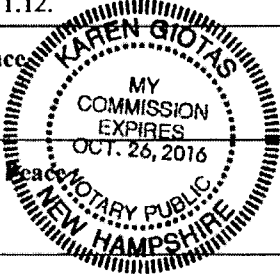
Subject: Pennichuck Water Works, Inc.

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Pennichuck Water Works, Inc.		1.4 Grantee Address 25 Manchester St. Merrimack, NH 03054	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000
1.9 Grant Officer for State Agency Amy Hudnor NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature <i>Donald L. Ware</i>		1.12 Name & Title of Grantee Signor Donald L. Ware, Chief Operating Officer	
1.13 Acknowledgment: State of New Hampshire, County of Hillsborough On <u>2 / 29 / 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Karen Giotas</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace Karen Giotas, Notary Public			
1.14 State Agency Signature(s) <i>Thomas S. Burack</i>		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Sr. Assistant Attorney, On: <u>3/21/2016</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

EXHIBIT A **SCOPE OF WORK**

Pennichuck Water Works:

The Pennichuck Water Works (PWW) will use New Hampshire Department of Environmental Services (NHDES) grant funds to assess sediment sources, inputs and potential contaminant sources on the primary stream tributaries of the Pennichuck Brook, a primary source of drinking water for the City of Nashua, New Hampshire. Previous field work completed in 2012 indicates the water storage capacity of Holts, Bowers, and Harris ponds has steadily decreased between 2000 to 2010. Sediment carried by tributaries leading to the ponds is likely a major contributor of sediment to the ponds, reducing water storage capacity in the pond network and introducing phosphorous and other contaminants that negatively affect the quality of the city's drinking water.

PWW will identify specific sources of sediment and identify Best Management Practices (BMPs) that will reduce and/or capture sediment prior to entering the tributaries and/or water supply ponds within the Pennichuck Brook Watershed. Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

Task 1 - Existing Hi-Resolution Aerial Imagery Collection

Identify useful high-resolution aerial imagery of the pond system and tributaries within the watershed. Utilize fly-over imagery data available from sources such as the University of New Hampshire's GRANIT GIS mapping and data sources, New Hampshire Department of Transportation (NH DOT), City of Nashua, NHDES Geological Survey (LiDAR) and/or commercial fly-over contractors necessary to identify potential sediment sources within the watershed. Approval for purchase of aerial imagery will be obtained from NHDES in advance.

Task 2 - Sediment Delta Review

Using high-resolution aerial imagery from Task 1, a desktop review of the imagery will be completed to identify potential sediment deltas within the ponds and tributaries. This information will be used to supplement on-going supply pond sediment mapping as well as identify large sources of sediment with the pond system. Tributaries with the largest deltas will be identified for more detailed field evaluation to locate potential sediment sources.

Deliverable: A summary of findings of the desktop review and field evaluation, including a summary of the demonstrated utility of remotely sensed data, description of methods and findings pertaining to the location of sediment sources. The summary along with maps of existing and/or potential sediment sources located will be included with the letter report.

Task 3 – Watershed Soil Characteristics Review

Existing soil and topographical data through the United States Department of Agriculture (USDA) or United States Geological Survey (USGS) will be collected and reviewed for land features, terrain slopes and specific soil physical characteristics relating to soil type and erodibility. Topographic and

Grantee Initials *PWW*
Date *2/22/16*

soil characteristics will be summarized and reviewed against the sediment delta results to identify tributaries and sub-watersheds that may have higher likelihood of erosion or sediment transport.

Task 4 – Tributary Evaluation

Based on information gathered under Tasks 2 and 3, the top four tributaries with potential and existing erosion will be evaluated in the field. The tributaries will be travelled via kayak or by foot to identify potential erosion or sediment transport issues. Data will be collected on localized terrain and stream bank steepness; loss of buffer or sediment in-fill; visible areas of erosion or bank under-cutting; and surrounding land use and infrastructure that could impact stream stability or sediment transport. Additionally, if large sediment deltas are encountered in or near the tributaries, the approximate size will be recorded and mapped to prioritize potential problem areas.

Deliverable: An analysis and summary of erosion along four tributaries along with digital photos with GPS locations taken during the field work to document existing or potential erosive conditions and support findings made in the final report.

Task 5 – Tributary Sediment Samples

Sediment samples will be taken within the stream, bank or any noted sediment deltas within the supply ponds. Data collection of samples will be done in accordance with applicable standards and methods contained within the McQuesten Brook Watershed Dam Removal and Restoration Project Quality Assurance Program Plan (QAPP). A Site Specific Program Plan (SSPP) will be developed to provide greater technical detail, and reflect deviations from the QAPP with respect to field methods and will be submitted for NHDES review and approval. Twenty (20) sediment samples will be gathered during the field investigation.

Deliverable: Collection and sediment analysis of at least twenty sediment samples. A SSPP will be provided to NHDES and approved *prior to* any field work related to sediment sampling.

Task 6 - Laboratory Analysis

The tributary sediment samples will be sent to an accredited soils lab for analysis. Grain size distribution, moisture content/organic content will be analyzed for up to 20 sediment samples to be used for comparison to on-going sediment core analysis for sediments encountered throughout the water supply pond system. The SSPP will include collection and processing methods and protocols associated with this task. Copies of sediment sample results will be provided to NHDES in the final report.

Task 7 - Phosphorus Sampling

The tributary sediment samples will also be sent to a properly accredited lab to determine phosphorus levels and iron content. This information will be used to identify potential phosphorus loads associated with sediment transport and to provide background levels of phosphorus in the native soils for comparison to on-going watershed and groundwater monitoring. The SSPP will include sample collection and processing methods and protocols associated with this task. A summary and copies of lab results for phosphorous will be provided to NHDES in the final report.

Grantee Initials MM
Date 2/27/16

Task 8- Identification of Protection Measures

Based on the findings of the desktop and field data analysis, potential measures will be recommended to prevent further degradation of the tributaries and sediment transport into PWW's water supply pond systems. Recommendations will identify the potential source(s), best management practices, BMP cost, engineering and permitting requirements along with available land ownership data for future source protection measure planning.

Task 9 - Letter Report of Findings

Deliverable: A final report will include all task summaries and deliverables noted in Tasks 1-8 including:

- Summary of aerial imagery used to identify sedimentation within/along tributaries, maps and desktop analysis including demonstration of imagery's value to the project objectives.
- Estimate of the total sediment and phosphorus loads from the identified sources.
- Watershed soil maps and characteristics summary.
- Approved SSPP with sediment and phosphorous sampling analysis results.
- Evaluation of sediment contribution to ponds by tributary
- Final recommendations including protection measures, costs, pollutant load reductions based upon recommended actions, responsible parties and maintenance.

The final report will be made available to NHDES for review and comment prior to completion.

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

Grantee Initials RWN
Date 2/29/16

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 Existing High-Resolution Aerial Imagery Collection Review	\$3,000
Task 2: Sediment Review	\$900
Task 3: Watershed Soil Characteristics Review	\$1,000
Task 4: Tributary Evaluation Subcontractor	\$4,500
Task 5: Tributary Sediment Samples	\$1,500
Task 6: Laboratory Analysis	\$3,500
Task 7: Phosphorus Sampling	\$1,000
Task 8: Identification of Protection Measures	\$2,800
Task 9: Letter of Report Findings	\$1,800
TOTAL:	\$20,000

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

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 AMW
Date 2/29/16



PENNICHUCK WATER WORKS, INC.

CORPORATE SECRETARY'S CERTIFICATE

I, Suzanne L. Ansara, the duly elected Corporate Secretary of Pennichuck Water Works, Inc., a New Hampshire corporation, do hereby certify that:

- 1. The following resolutions were adopted by the Board of Directors of Pennichuck Water Works, Inc. on February 26, 2016, and such resolutions have not been amended, modified, or rescinded, and are in full force and effect, as of the date hereof:

Resolved: that the Board of Directors of Pennichuck Water Works, Inc. (the "Company") authorizes the Company to accept a grant of \$20,000 through the 2016 Local Source Water Protection Grant Program for the Watershed and Tributary PCS/Sediment Study Project (the "Project");

Further

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

Further

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

- 2. The following individual is a duly elected officer of Pennichuck Water Works, Inc., holding the office set forth below, and the signature of such officer is such officer's true and genuine signature:

Table with 3 columns: Name, Title, Signature. Row 1: Donald L. Ware, Chief Operating Officer, [Signature]

In Witness Whereof, I have hereunto set my hand and the seal of Pennichuck Water Works, Inc. this 29th day of February, 2016.

[Signature]
Suzanne L. Ansara
Corporate Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Signed and sworn to before me on this 29th day of February, 2016, by Suzanne L. Ansara, Corporate Secretary of Pennichuck Water Works, Inc.

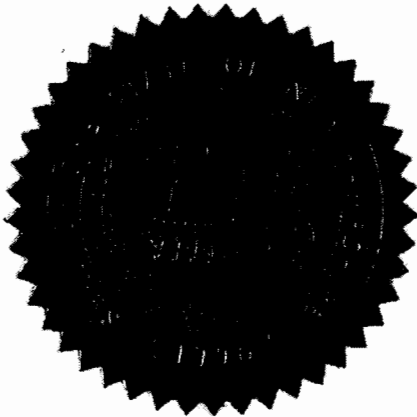
[Signature]
Notary Public



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 corporation duly incorporated under the laws of the State of New Hampshire on January 17, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February, A.D. 2016

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

Client#: 635457

PENNICOR1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/29/2016

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 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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Company, NAIC #: 25658.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ***Workers Compensation*** MA, NH - Other State Insurance Coverage Supplemental Named Insureds: Pennichuck East Utility Inc., Pennichuck Water Service Corp., Pennichuck Water Works Inc., Pennichuck Aqueduct Co., Inc., The Southwood Corporation RE; 2016 Local Source Water Protection Program Grant: SWP-265. The State of New Hampshire, Department of Environmental Services are additional insureds under the General Liability policy when required by a written contract, agreement or permit with the Named Insured.

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

**Attachment A
2016 Local Source Water Protection Grant Rankings**

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (11 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (11 years)
Amy Hudnor	NHDES	Drinking Water & Groundwater Bureau	Program Planner I	Grant Project Management (3 years)

Applications and Rankings

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Rockingham Planning Commission	Seabrook	\$9,500	1	
Green Mountain Conservation Group	Eaton, Effingham, Freedom, Ossipee, Madison, Sandwich, Tamworth	\$19,387	2	
Lake Winnepesaukee Association	Meredith	\$16,770	3	
Town of Merrimack	Merrimack	\$19,800	4	
City of Concord	Concord	\$20,000	5	
Strafford Regional Planning Commission	Newmarket	\$19,960	6	
Lower Bartlett Water Precinct	Bartlett	\$8,908	7	
Pennichuck Water Works	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	8	
City of Manchester	Manchester, Auburn, Candia, Chester, Hooksett	\$20,000	9	
Town of Ashland	Ashland	\$0		<i>Unable to fund</i>

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Town of Northumberland	Northumberland	\$6,300	1	
Town of Exeter	Exeter	\$16,045	2	

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PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURED Pennichuck Corporation 25 Manchester St Merrimack, NH 03054-4821	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Indemnity Company 25658
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____
	INSURER F: _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			P6306C425325TCT17	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Oth Car			P8107C023057TIL17	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSMCUP7C023070TIL1	01/01/2017	01/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Prod Comp \$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POUB5C40727817	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
****Workers Compensation** MA, NH - Other State Insurance Coverage**
Supplemental Named Insureds: Pennichuck East Utility Inc., Pennichuck Water Service Corp., Pennichuck Water Works Inc., Pennichuck Aqueduct Co., Inc., The Southwood Corporation
RE; 2016 Local Source Water Protection Program Grant: SWP-265. The State of New Hampshire, Department of Environmental Services are additional insureds under the General Liability policy when required by a written contract, agreement or permit with the Named Insured.

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