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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

March 30, 2023

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

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter in to a **Sole Source** contract with Public Service of New Hampshire dba Eversource Energy (VC #161261), Manchester, NH in the amount of \$198,967.95 to replace the existing overhead primary electrical system and install new underground primary electrical cables at Greenfield State Park, effective upon Governor and Council approval through December 30, 2026. 100% Federal Funds.
2. Further authorize an advance payment of \$198,967.95 to Public Service of NH dba Eversource Energy, Manchester, NH (VC#161261) in accordance with the terms of the contract, effective upon Governor and Council approval. 100% Federal Funds.

Funding is available in account, ARPA DNCR Capital Project Funds, as follows:

	<u>FY2023</u>
03-035-035-351510-24670000-103-502664-00FRF602WB3501D-CRF14 - Contracts for Op Serv	\$198,967.95

EXPLANATION

This request is **Sole Source** because the service upgrade to the park can only be done by the NH Public Utilities Commission regulated electrical utility company, which for Greenfield State Park, is Eversource Energy and the existing overhead primary electrical service to the park is outdated and in need of replacement.

This contract will replace the existing overhead electrical primary in the park with a new overhead primary electrical line from the main road to a point adjacent to the Managers residence. The remainder of the overhead primary line will be replaced with new underground primary electric line. Underground electrical conduit, transformer and sector cabinet pads will be installed by others under a separate contract that will be issued by the NH Bureau of Public Works. This service upgrade is a key part of the Division of Parks and Recreation's project to improve the campground at Greenfield State Park. It will also allow the park to provide future expansion of the electrical system for recreational vehicles and for replacement of or upgrades to existing bathroom facilities.

The Attorney General's Office has reviewed and approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred,

Brian J. Wilson
Director of Parks and Recreation

Sarah L. Stewart
Commissioner

(15M)

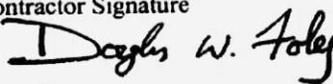
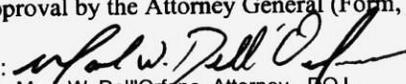
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name Public Service of New Hampshire dba Eversource Energy		1.4 Contractor Address Electric Service Support Center -NH 780 N. Commercial Street, PO Box 330 Manchester, NH 03105-0330	
1.5 Contractor Phone Number (800) 362-7764	1.6 Account Number 24670000 -103- 00FRF602WB3501 D	1.7 Completion Date December 30, 2026	1.8 Price Limitation 198,967.95
1.9 Contracting Officer for State Agency Edward Mussey Public Works Project Manager I		1.10 State Agency Telephone Number (603) 271-3973	
1.11 Contractor Signature  Date: 03.29.23		1.12 Name and Title of Contractor Signatory Douglas W. Foley President, NH Electric Operations	
1.13 State Agency Signature  Date: 3/31/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 04/03/2023 Mark W. Dell'Orfano, Attorney - DOJ			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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 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.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

Contractor Initials DUF
Date 3.29.23

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 Contractor, 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 Contractor arising under this paragraph 13. 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 paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor 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 Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) 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 Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

NEW OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES
FOR GREENFIELD STATE PARK
GREENFIELD, NH 03047.

EXHIBIT A

There are no additional provisions on this contract.

EXHIBIT B

SUMMARY OF THE WORK The intent of the contract is to provide the State with a new underground electric service single phase line extension at Greenfield State Park in Greenfield, NH. The contract will be executed according to and consistent with the Plan developed by Eversource ("Eversource on Survey-Lidar") dated October 6, 2022, a copy of which was provided to the Contractor. The contract is comprised of the following scope of work:

SCOPE FOR SERVICES:

- a) Provide Railroad crossing permit for overhead primary line over the Boston & Maine Railroad.
- b) Replace 45 feet utility pole on Forest Rd. with a 50 feet utility pole.
- c) Set (2) 45 feet utility poles and (1) 35 feet utility pole for service to the manager's residence.
- d) Provide fusing on Forest Rd, and pole and fusing on new riser pole
- e) Construct a single-phase primary line extension that includes providing 115 feet of overhead cable (1/0=ACSR/AW 320 mil covered wire), and 10202 feet of underground cable (1/0 35KV primary underground with concentric neutral). Eversource will install underground cable in electric conduit that shall be provided and installed by the State under a separate future contract that shall be issued by the Bureau of Public Works.
- f) Provide 14 Pad mount electrical transformers, including Transformer pads will be provided
- g) Make all necessary connections to electrical transformers.
- h) Install all service conductors to the electric meter pedestals.
- i) Remove existing poles up to the current primary metering point.
- j) Conduct tree trimming to set new poles if necessary.

STATE RESPONSIBILITIES:

- a) The Department of Natural and Cultural Resources shall provide and install all electrical conduit, transformer pads, and sector cabinet pads under a separate contract that will be prepared and issued by the Bureau of Public Works, at a later date.

EXHIBIT C

Contract Price

Total contract shall not exceed \$198,967.95

Method of Payment

The State shall pay the Contractor within 30 days after receipt of the prepayment invoice.

Term

This contract shall commence upon approval by the Governor and Executive Council and shall terminate on or before the completion date of December 30, 2026.

Contractors Initials DWF

Date 3.29.23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 16, 1926. 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: **18692**

Certificate Number : **0006146832**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **13th** day of **March** A.D. **2023**.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
DBA EVERSOURCE ENERGY

SECRETARY'S CERTIFICATE

I, the undersigned, HEREBY CERTIFY that at a meeting of the Board of Directors of PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY, (the "Company"), duly called and held on October 11, 2016, at which meeting the entire Board was present and acting throughout, the following resolution was duly adopted:

RESOLVED, that this Board hereby confirms that the officers of the Company have the authority, by virtue of their offices and within the scope of their respective responsibilities, to sign for and on behalf of this Company contracts, bills, notes, receipts, acceptances, endorsements, releases and other instruments, papers and documents and that each officer shall have the powers and perform the duties which by law and general usage appertain to his or her particular office, subject to the signature authority limits contained in applicable corporate policies, including the Delegation of Authority Policy.

I DO FURTHER CERTIFY that the foregoing resolution is still in full force and effect as of this date.

I DO FURTHER CERTIFY that pursuant to the resolution set forth above, Douglas W. Foley, President and Chief Operating Officer of the Company, has lawful and proper authority to sign for and on behalf of the Company contracts and other documents, including the Contract for Services by and between the State of New Hampshire and the Company accompanying this certificate, and that the execution of such document represents the binding and authorized action of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand on this 30th day of March, 2023.

Florence J. Iacono

Florence J. Iacono
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2022

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: _____	FAX (A/C, No.): _____
	PHONE (A/C, No, Ext): _____	E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Associated Electric & Gas Insurance Services Limited		3190004
INSURER B : Liberty Mutual Fire Insurance Company		23035
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-011308382-02 **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 GEN'L 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 - COM/POP AGG	\$
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AS2-691-530271-012	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			XL5043711P	03/15/2022	03/15/2023	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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Excess Workers Compensation			WC5041611P (CT,NH)	05/01/2022	05/01/2023	Limit:	Statutory
							SIR:	500,000

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. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions

CERTIFICATE HOLDER State of New Hampshire Department of Natural and Cultural Resources 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 <i>Marsh USA Inc.</i>
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107 Selden Street, Berlin, CT 06037
PO Box 270
Hartford, CT 06141-0270
(860) 665-6905
Fax: (860) 665-5717
James.bross@eversource.com

James W Bross
Senior Insurance Analyst

March 27, 2023

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

Re: Access Along & Within Rail Trail

The General Liability insurance program maintained Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 per occurrence 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 Automobile Liability, Products and Completed Operations, Employer's Liability, Pollution 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 System companies also have in place catastrophic Excess Liability insurance (above the self-insured layer) provided by Associated Electric and Gas Insurance Services, Limited.

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, Eversource Energy has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services, Limited.

The primary \$1,000,000 layer of Automobile Liability coverage is provided by Liberty Mutual Insurance Company. Coverage extends to all owned, non-owned, and hired vehicles used in connection with any of the Eversource System Companies' operations.

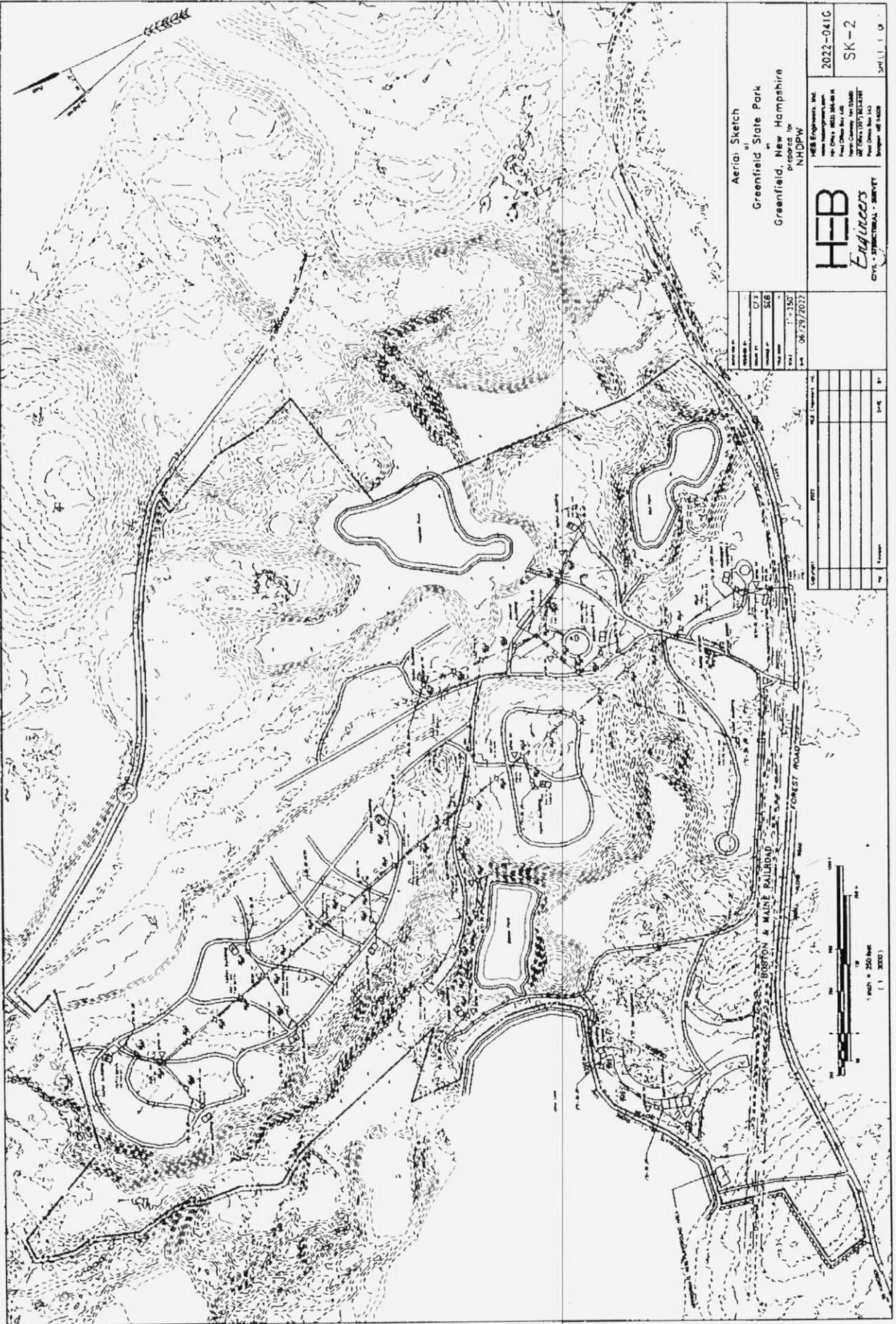
Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify The State of New Hampshire and NH Department of Natural and Cultural Resources as additional insured on a commercial general liability and provide insurance protection all in accordance with and to the extent by the terms and conditions of the referenced work.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (860) 665-6905.

Sincerely,

A handwritten signature in black ink that reads "James W Bross". The signature is written in a cursive, flowing style.

James W Bross



EVERSOURCE ENERGY

Electric Service Support Center - NH
 PO Box 330
 Manchester, NH 03105-0330
 (800) 362-7764
 NHnewservice@eversource.com

3/27/2023

State Of Nh
 172 Pembroke Rd
 Concord, NH 03301

Work Order #: 8868581
 Service Address: FOREST RD, GREENFIELD

Description: Construct a single phase line extension that includes 115' of overhead cable, 10202' of underground cable and 14 padmount transformers.

Dear State:

Eversource is pleased to assist with your recent work request. We have reviewed the proposed design and determined the customer pre-payment amount \$198,967.95. Eversource reserves the right to re-calculate the customer contribution amount if payment has not been received within 90 days of the date of this letter. If the job scope changes, a revised cost and letter will be administered, if needed. If there are no changes in job scope, no further billing or refunds will be rendered.

Receipt of the customer contribution will be required prior to Eversource scheduling its work. Other documents such as easements, inspections, and work by others may also be required prior to the work being scheduled.

Your submittal of, or your election and authorization of, payment of the amount due and the convenience fee (if applicable), by means of a check, money order, credit or debit card, or by electronic funds transfer (ACH), shall be deemed to constitute your acceptance of and agreement to all terms and conditions of this letter.

Under New Hampshire Public Utilities Commission regulations and Eversource's tariff, charges quoted in this letter are for those associated with Eversource's work and services only and are subject to periodic review and adjustment as approved by the New Hampshire Public Utilities Commission. Additional charges may be rendered by other utilities.

Please contact me with any questions you may have.

Sincerely,

Scott Perkins

Scott Perkins
 Vendor - Leidos

scott.c.perkins@eversource.com



Please cut at dotted line and return with your mail in payment.



Payment Options:

Credit/Debit Card or ACH (echeck) payments (convenience fee required): Call the Electric Service Support Center, 800-362-7764

US Mail Payments: ESSC NH - Eversource, PO Box 330, Manchester NH 03105-0330

Overnight/Express Payments*: ESSC NH - Eversource, 780 N Commercial St, Manchester NH 03101

* hand delivered checks cannot be accepted

Customer	State Of Nh			Service Address:	FOREST RD, GREENFIELD			
Work Order	ENT	CCC	Field WO	Cost Ele	LOB	FERC	Amount	
8868581	06	7AM	80232264	A61			\$198,967.95	