



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
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 nhdff.dnrcr.nh.gov



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April 23, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Department) to enter into a Use and Occupancy License Agreement (License) with Public Service of New Hampshire d/b/a Eversource Energy (PSNH), Manchester, NH to construct, occupy, and maintain a utility corridor within Greenfield State Park in the Town of Greenfield, NH for a period of 20 years compatible with the law and regulations applicable to the Land and Water Conservation Fund (LWCF Act – 54 U.S.C. Section 200305 and Regulations – 36 C.F.R. Part 59), to which Greenfield State Park is subject to, effective upon Governor and Council approval. No State Funds Required.

EXPLANATION

Electrical and communications utility infrastructure have crossed through portions of Greenfield State Park since at least 1960, providing services to State-managed structures within the Park. The utilities currently service the park with overhead lines. The State desires to upgrade the services with newer and updated infrastructure which includes burying the lines to improve reliability and enhance the aesthetic.

This License will allow PSNH to enter the park to maintain the new infrastructure that will be installed under a contract that was approved by Governor and Council on April 12, 2023, Item #90A. The new utility corridor location was selected to be unobtrusive to park users and was developed following many months of discussions between the Department and PSNH. This is a non-exclusive License and other companies that wish to provide communications services to the park will be required to enter into a separate license agreement with the Department, with Governor and Council approval.

Respectfully submitted,

Sarah Stewart

(PSM)

Sarah L. Stewart
 Commissioner

**USE AND OCCUPANCY LICENSE
FOR UTILITY CORRIDOR and INFRASTRUCTURE**

GREENFIELD STATE PARK, GREENFIELD NH

This license agreement (the License) is hereby made effective this 29th day of April, 2024 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 "Licensee") and the State of New Hampshire, Department of Natural and Cultural Resources ("DNCR," "State" or "Licensor"), 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 Greenfield, NH known as Greenfield State Park (the Park); established on July 4, 1964; and

WHEREAS the State and PSNH collectively wish to implement the projects at Greenfield State Park as shown on the attached plan labeled "Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, NHDPW" Sheet ES-2 and dated 9-14-2023, and also available at DNCR, Concord Office.

WHEREAS, DNCR has requested Eversource to construct, occupy, and maintain utility infrastructure in an alternate location within the campground area of the Park as shown on said plan and to operate and maintain the associated utility corridor to provide safe and reliable electrical service to the Park; and

WHEREAS, PSNH has agreed to construct, occupy, and maintain utility infrastructure in an alternate location within the Day use area and campground area of the Park beginning at a point on the southerly line of DNCR property on Greenfield Road, Tax Map R4 Lot 52, Town of Greenfield, said point being at or nearest to PSNH pole numbered ESNH 210/28 over CCI 370B/2, thence extending in various directions, northerly, westerly, easterly, and southerly above/underground across land of DNCR as necessary to provide service to the Park as may be requested by DNCR, their successors or assigns now or in the future (Licensed Area). The final location of the easement shall be determined by the location of the facilities as installed, and to operate and maintain the associated utility corridor to provide safe and reliable electrical service to the Park; 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 within and over or under the Park within a corridor measuring approximately 20 feet to either side of the "Proposed Electric Line", inclusive of guying anchors outside of the defined area, as shown in a plan labeled "Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, NHDPW" Sheet ES-2 and dated 08-15-2023 available at DNCR, Concord Office. The License is 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 of approval by Governor & Council. 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 regard to State Parks and Forests, other applicable laws and regulations, and the terms and conditions set forth in the License.
5. 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 contract that Licensee has requested in conjunction herewith.
6. The Licensee may not deviate from the approved Licensed Area in its operation and maintenance of the corridor as shown in the labeled "Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, NHDPW" Sheet ES-2 and dated 08-15-2023. 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.
7. 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.
8. The License authorizes the Licensee to operate and maintain its facilities or equipment in the Licensed Area. Refer to the aforementioned plan, "Greenfield State Park Improvements, 973 Forest Road, Greenfield, New Hampshire, NHDPW" Sheet ES-2 and dated 09-14-2023, which is attached as Exhibit A and also available at DNCR, Concord Office. 9. Authorized vegetative management shall consist of tree trimming and brush removal performed in accordance with Eversource's Vegetation

Management policies and procedures. Details for aerial utility lines are outlined in the attached Exhibit B, "Vegetative Management Plan." Buried utility lines typically do not require vegetative management, except for keeping vegetation 15 feet back from pad mounted infrastructure.

10. 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 six (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. Upon non-issuance of a License, Licensee shall terminate provision of electric service unless suitable replacement rights (in the form of an easement or license) are provided.

11. 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 thirty (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. Upon non-issuance of a License, Licensee shall terminate provision of electric service unless suitable replacement rights (in the form of an easement or license) are provided.

12. 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.

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

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

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

Company identification.

16. 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.

17. 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, by telephone or via electronic mail notifying the Regional Park Supervisor. 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. DNCR may direct requests from the Licensee for on-site meetings to Regional Supervisor. 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) 485-1031, or the Supervisor of Park Operations at 603-271-3915.

18. 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.

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

20. 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, at DNCR's sole expense, 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 relocation of service equipment, removal or construction necessary to ensure the continuity of service to Licensee's customers.

21. 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.

22. 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.

23. At all times, the Licensee must keep the Licensed Area clean and free of litter or other debris related to the work it is performing.
24. 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.
25. The Licensee may not use pesticides or herbicides on the Park lands without obtaining the DNCR's prior written approval.
26. 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.
27. To the extent practicable, 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.
28. 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, and allowing for the option that the underground facilities may be retired in place 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.
29. 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, provided that the Licensee shall be entitled to self-insure for a portion of such coverage in accordance with the Licensee's customary and usual practice in the electric utility industry. 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. Said certificates of insurance may be provided to DNCR via electronic mail, overnight carrier or US Postal Service.

30. 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.

31. 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.

32. 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.

33. The State’s failure to enforce its rights with respect to any single or continuing breach of this License agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

34. This License agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. Any actions arising out of this License agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire, which shall have exclusive jurisdiction thereof.

35. This License agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other entity.

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

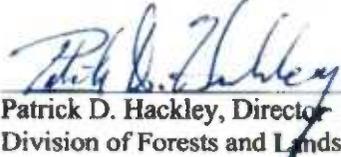
37. In accordance with applicable law the Licensee will not discriminate against any person because of race, color, religion, sex, or national origin.

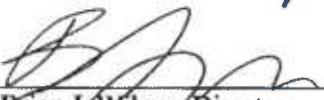
38. The Licensee represents and warrants to the DNCR that the Licensee is authorized to enter into this License and the person signing the License on the Licensee's behalf is authorized to bind the Licensee to comply with the License's terms and conditions.

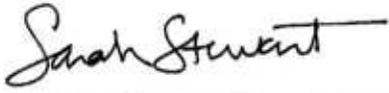
Signatures on following pages

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:  4/3/24
Patrick D. Hackley, Director DATE
Division of Forests and Lands

 4.2.24
Brian J. Wilson, Director DATE
Division of Parks and Recreation

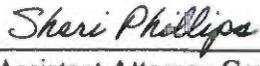
 4/29/24
Sarah L. Stewart, Commissioner DATE
Dept of Natural and Cultural Resources

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

BY: 
Aaron J. Welles
Supervisor, , Transmission and Distribution Rights & Survey

Approved as to form, substance and execution by the Attorney General

Date 5/15/2024

By: 
Assistant Attorney General

Approved by Governor and Council

Date _____

Agenda Item No. _____

Exhibit [B]

Vegetation Management Plan

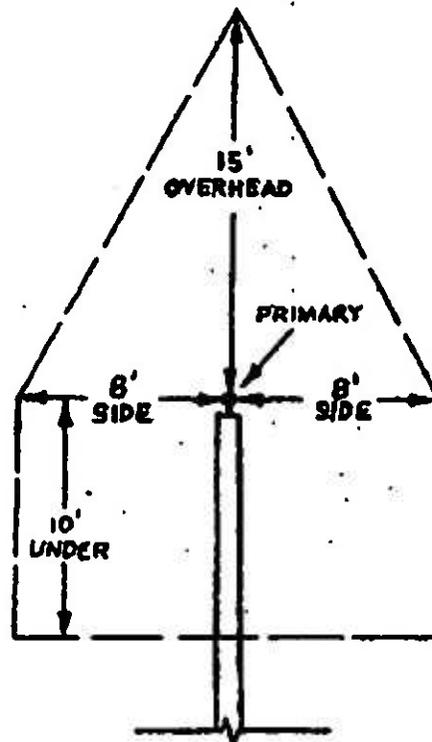
The newly constructed Utility Corridor shown in Exhibit A will be maintained under the Eversource NH overhead distribution maintenance cycle. This means once every several years an Eversource contractor will assess the corridor for any vegetation maintenance needs.

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 the Beach Road parking lots, and by foot for areas inaccessible by bucket truck. Necessary trimming will be achieved either from a bucket truck 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 of 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, 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: 0006678583



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

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 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: 0006678598



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 29th day of April A.D. 2024.

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

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name:	PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE	Business ID:	18692
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	08/16/1926	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	08/16/1926		
Principal Office Address:	780 N Commercial Street, Manchester, NH, 03101, USA	Mailing Address:	c/o Florence J. Iacono, 800 Boylston Street, 17th Floor, Boston, MA, 02199, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	cheri.sullivan@eversource.com	Phone #:	508-956-2109
Notification Email:	cheri.sullivan@eversource.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ELECTRIC UTILITY	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
John M. Moreira / Treasurer	247 Station Drive, Westwood, MA, 02090, USA
Gregory B. Butler / Director	56 Prospect Street, Hartford, CT, 06103, USA
Florence J. Iacono / Secretary	800 Boylston Street, 17th Floor, Boston, MA, 02199, USA
Joseph R. Nolan Jr. / Director	800 Boylston Street, 17th Floor, Boston, MA, 02199, USA
Douglas W. Foley / President	780 North Commercial Street, Manchester, NH, 03101, USA

< Previous ... 1 ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office 10 Ferry Street S313, Concord, NH, 03301, USA

Address:

Registered Mailing 10 Ferry Street S313, Concord, NH, 03301, USA

Address:

Trade Name Information

Business Name	Business ID	Business Status
WATERSMART (/online/BusinessInquire/TradeNameInformation? businessID=283949)	178973	Expired
PSNH (/online/BusinessInquire/TradeNameInformation? businessID=28438)	65791	Expired
WIRESMART (/online/BusinessInquire/TradeNameInformation? businessID=306826)	231629	Expired
PRO-EFFICIENCY 800 (/online/BusinessInquire/TradeNameInformation? businessID=31919)	70395	Expired
SMART START (/online/BusinessInquire/TradeNameInformation? businessID=344581)	530716	Expired
PUBLIC SERVICE OF NEW HAMPSHIRE (/online/BusinessInquire/TradeNameInformation? businessID=41774)	65790	Active
HEATSMART (/online/BusinessInquire/TradeNameInformation? businessID=44622)	212253	Active
EASY PAY (/online/BusinessInquire/TradeNameInformation? businessID=49502)	219907	Expired
EverSource (/online/BusinessInquire/TradeNameInformation? businessID=546419)	720867	Active
EVERSOURCE ENERGY (/online/BusinessInquire/TradeNameInformation? businessID=546646)	721124	Active
SMART START (/online/BusinessInquire/TradeNameInformation? businessID=668793)	838767	Active
NEW HAMPSHIRE ELECTRIC COMPANY (/online/BusinessInquire/TradeNameInformation? businessID=79159)	325205	Active

Trade Name Owned By

Name	Title	Address
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Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
6522	NHSAVES	780 North Commercial Street, Manchester, NH, 03105, USA	Eversource Energy, Kay Comendul, 107 Selden Street, Berlin, CT, 06037, USA
5149	5149	780 N. Commercial Street, Manchester, NH, 03101, USA	780 N. Commercial Street, Manchester, NH, 03101, USA

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[\(/online/Home/ContactUS\)](#)

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PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
DBA EVERSOURCE ENERGY

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 modified or amended and are still in full force and effect as of this date.

I DO FURTHER CERTIFY that pursuant to the resolutions set forth above, Craig J. Dikeman, Vice President-Supply Chain and Property Management, who is an Authorized Officer of the Company, did delegate to Aaron J. Welles, 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.

IN WITNESS WHEREOF, I have hereunto set my hand on this 20th day of February, 2024.

Florence J. Iacono

Florence J. Iacono
Secretary



247 Station Drive
Westwood, MA 02090
(781) 441-8929

Bruce.birtwell@eversource.com

Bruce A. Birtwell
Manager Corporate Insurance

May 14, 2024

State of New Hampshire
Department of Natural and
Cultural Resources
172 Pembroke Road
Concord, NH 03301

Re: Use and Occupancy License Greenfield State Park

The General Liability Insurance program maintained Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 per occurrence \$2,000,000 aggregate 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.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify State of New Hampshire and DNCR 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 above referenced agreement.

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,

A handwritten signature in black ink, appearing to read "B. Birtwell", written over a horizontal line.

Bruce A Birtwell