



The State of New Hampshire
Department of Environmental Services

DEC 07 '22 AM 10:38 RCVD

Robert R. Scott, Commissioner

5F



November 16, 2022

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 Drinking Water and Groundwater Trust Fund grant (PO# 1081467) to Abenaki Water Co., Inc. (VC# 312329-B001), Bridgeport, CT, by extending the completion date to October 1, 2024, from December 31, 2022, for water system improvements to the White Rock Water System in Bow, NH under the provisions of RSA 485:F, effective upon Governor & Council approval through October 1, 2024. The original grant was approved by Governor and Council on July 14, 2021, Item #40. This is a no cost time extension. 100% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting approval of this amendment in order to provide Abenaki Water Co., Inc additional time to complete the agreed upon scope of services due to initial delays in obtaining Public Utility Commission approval and most recently to accommodate additional local reviews and approvals by the Bow Conservation Commission and Planning Boards. Abenaki has been using grant funds to repair and reline the existing storage tanks (completed), overhaul of the existing arsenic treatment facility (completed), installation or replacement of distribution system pressure reducing valves, and development of a new well source.

On November 9, 2020, the Advisory Commission authorized the grant funding. To date, \$102,901 of the original grant has been spent. This amendment has been approved by the Attorney General's Office as to form, substance, and execution. In the event that other funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

**Grant Agreement with the Abenaki Water Company, Inc.
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this ____ day of _____, 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 Abenaki Water Company, Inc., *a subsidiary of Aquarion Water Company*, acting by and through its New Hampshire Vice president of Operations, John Walsh (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on July 14, 2021, 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;

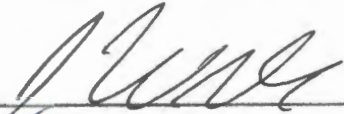
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

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 to October 1, 2024, from December 31, 2022.
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.


ABENAKI WATER CO., INC., A SUBSIDIARY OF AQUARION WATER COMPANY

By 
JOHN P. WALSH,
VICE PRESIDENT, OPERATIONS AND UTILITY
INNOVATION

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Barnstable

On this the 13th day of October, 2022, before me the undersigned officer, personally appeared John P. Walsh 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.


My Commission Expires: 6/17/2027



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: 
Robert R. Scott, Commissioner

Approved by Attorney General this 1st day of December 2022, as to form, substance, and execution.

OFFICE OF ATTORNEY GENERAL





DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,
Drinking Water & Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **This is a 3-person form:**

- Completed and signed by someone other than the person being given authority.
- Must be notarized.
- Original is required for submittal.

Certificate of Vote of Authorization

ABENAKI WATER CO., INC.
37 NORTHWEST DRIVE, PLAINVILLE, CT 06062

I, Florence J. Iacono, Secretary, of Abenaki Water Co., Inc. (the "Company"), do hereby certify that by written consent, dated October 13, 2022, signed in lieu of a meeting, the Board of Directors of the Company voted to enter into a "Grant Agreement with the Abenaki Water Co., Inc. Drinking Water and Groundwater Trust Fund Grant Amendment No. 1" with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Abenaki Water Co., Inc. further authorized John P. Walsh, Vice President, Operations and Utility Innovation, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of Abenaki Water Co., Inc.

Florence J. Iacono, Florence J. Iacono

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX

On this 14th day of October, 2022, before me Pedro I. Rontas, (Notary Public), the undersigned Officer, personally appeared, Florence J. Iacono, who acknowledged herself to be the Secretary of Abenaki Water Co., Inc., being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal

Notary Public Pedro I. Rontas My commission expires SEP 12, 2025



[Drinking Water Sustainability Grants](#)
[Drinking Water & Groundwater Trust Fund](#)
[PFAS- Remediation Loan Fund](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2022

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-011494388-01 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR 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/PO 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"/> OTHER: _____ | | | 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 \$ 10,000,000 AGGREGATE \$ 10,000,000 _____ \$ _____ PER STATUTE OTH-ER |
| | 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 | N/A | | | | E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as Additional Insured where required by written contract with respect to Excess Liability subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.
 With respect to Umbrella/Excess Liability:
 \$1,000,000 General Liability SIR any one occurrence as respects Aquarion Water Company prior to January 1, 2020. \$300,000 General Liability SIR any one occurrence as respects Aquarion Water Company on or after January 1, 2020.

| | |
|---|---|
| CERTIFICATE HOLDER NH Department of Environmental Services Paige Relf - MIBE Remediation Bureau 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 <i>Marsh USA Inc.</i> |
|---|---|



CERTIFICATE OF PROPERTY INSURANCE

10/1/2023

DATE (MM/DD/YYYY)

10/7/2022

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.

| | | |
|---|-------------------------------|------------------------|
| PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED 108609 Aquarion Water Company 107 Selden Street Berlin CT 06037 | INSURER A: | *** SEE ATTACHMENT *** |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

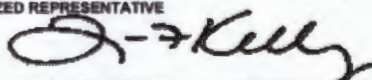
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|---|---|----------------|------------------------------------|-------------------------------------|---|----------------|
| A | <input checked="" type="checkbox"/> PROPERTY | See Attached | 10/1/2022 | 10/1/2023 | BUILDING | \$ XXXXXXXX |
| | <input type="checkbox"/> CAUSES OF LOSS DEDUCTIBLES | | | | PERSONAL PROPERTY | \$ XXXXXXXX |
| | <input type="checkbox"/> BASIC BUILDING | | | | BUSINESS INCOME | \$ XXXXXXXX |
| | <input type="checkbox"/> BROAD CONTENTS | | | | EXTRA EXPENSE | \$ XXXXXXXX |
| | <input type="checkbox"/> SPECIAL | | | | RENTAL VALUE | \$ XXXXXXXX |
| | <input checked="" type="checkbox"/> EARTHQUAKE | | | | BLANKET BUILDING | \$ XXXXXXXX |
| | <input checked="" type="checkbox"/> WIND | | | | BLANKET PERS PROP | \$ XXXXXXXX |
| | <input checked="" type="checkbox"/> FLOOD | | | | <input checked="" type="checkbox"/> BLANKET BLDG & PP | \$ 250,000,000 |
| | | | | | | \$ XXXXXXXX |
| | | | | | | \$ XXXXXXXX |
| <input type="checkbox"/> INLAND MARINE | TYPE OF POLICY | NOT APPLICABLE | | | \$ XXXXXXXX | |
| <input type="checkbox"/> CAUSES OF LOSS | | | | | \$ XXXXXXXX | |
| <input type="checkbox"/> NAMED PERILS | POLICY NUMBER | | | | \$ XXXXXXXX | |
| | | | | | \$ XXXXXXXX | |
| <input type="checkbox"/> CRIME | TYPE OF POLICY | NOT APPLICABLE | | | \$ XXXXXXXX | |
| | | | | | \$ XXXXXXXX | |
| | | | | | \$ XXXXXXXX | |
| <input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN | TYPE OF POLICY | NOT APPLICABLE | | | \$ XXXXXXXX | |
| | | | | | \$ XXXXXXXX | |
| | | | | | \$ | |
| | | | | | \$ | |

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 The policy includes a blanket automatic loss payee endorsement [provision] that confers loss payee status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as a loss payee. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not a loss payee under the policy.

| | |
|--|---|
| CERTIFICATE HOLDER 235231 NH Department of Environmental Services (NHDES) 29 Hazen Drive, PO Box 95 Concord NH 03302-0095 | CANCELLATION [D588692] 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  |

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 ABENAKI WATER CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 24, 2013. 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: **693607**

Certificate Number: **0005881778**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2022.

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

David M. Scanlan
Secretary of State



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 24, 2021

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

APPROVED G & C
DATE 14 July 2021
ITEM # 40

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a Drinking Water and Groundwater Trust Fund grant to Abenaki Water Co., Inc. (VC# 312329-B001), Plainville, CT, in the amount not to exceed \$350,000 for water system improvements to the White Rock water system in Bow, NH, under the provisions of RSA 485:F, effective upon Governor & Council approval through December 31, 2022. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-7428-073-500580
Dept Environmental Services, Drinking Water and Groundwater Trust,
Grants Non-Federal

FY 2022
\$350,000

2. Authorize the Department of Environmental Services to approve a loan agreement with the Abenaki Water Co., Inc. (VC# 312329-B001), Plainville, CT, in the amount not to exceed \$125,000 to finance water system improvements to the White Rock water system in Bow, NH, under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

Funding is available in the following account:

03-44-44-441018-4791-301-500833
Dept Environmental Services, DWSRF Loan Repayments, Loans

FY 2022
\$125,000

EXPLANATION

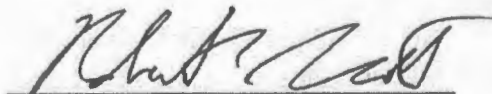
Abenaki Water Co, Inc. (Abenaki) requested \$475,000 in funding from DES for the development of a new source, storage tanks improvements and installation of water main line valves throughout the White Rock water system that serves the White Rock water system, in the Town of Bow. The White Rock water system serves water to approximately 238 people through 95 services connections. The system has been experiencing issues with declining well yields. The declining yields, coupled with a

fragile distribution system constructed of substandard materials, exposes the system to periodic outages when leaks in the system occur, or well production is particularly low, or both. There have been extended periods where bulk water deliveries were required to meet system demand. The project will improve water quantity and reliability of the water system. DES through two programs, the Drinking Water and Groundwater Trust Fund (DWGTF) and the Drinking Water State Revolving Loan (DWSRF) fund has arranged with Abenaki to provide the full \$475,000 in the form of a combination of grant and loan.

Abenaki requested \$350,000 in funding from the DWGTF and was approved by the Drinking Water and Groundwater Advisory Commission on November 9, 2020. The grant agreement has been approved by the Attorney General's Office as to form, substance, and execution. In the event that these funds become no longer available, General funds will not be requested to support this program.

The remaining \$125,000 will be from a DWSRF loan to finance the balance of the water system improvements. The final loan amount will be based on the total DWSRF funds disbursed, and may be less than \$125,000. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current rate of 1.296% for twenty years. There is currently a balance of \$22,891,497 in the DWSRF available for new loans. Attached is a tabulation of the DWSRF showing the effect of this loan on the funds available for loans.

We respectfully request your approval of this item.



Robert R. Scott
Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION

DRINKING WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request of the loan agreement(s) under RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. for the public water system(s) listed below.
This request will affect the balance of the loan funds as follows.

| | <u>REPAYMENT</u> |
|--|----------------------------|
| Repayment Account (Balance as of 6/23/21) | <u>\$29,189,497</u> |
| Less Loans Previously Approved | <u>\$6,298,000</u> |
| Funds Available for Loans | \$22,891,497 |
| New Loans Being Requested | |
| Abenaki Water Co., Inc. - White Rock Water (Project#: 0262020) | (125,000) |
| Net Change to Loan(s) | <u>(125,000)</u> |
| Balance Available After G & C Approval | <u><u>\$22,766,497</u></u> |

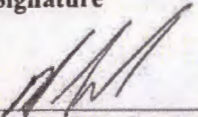
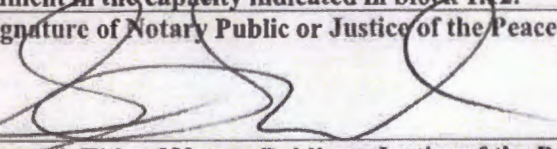
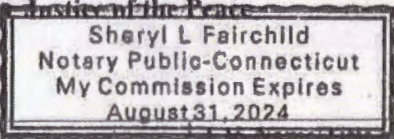
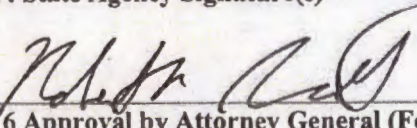
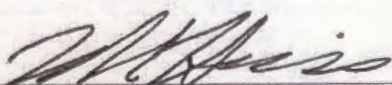
Subject: Abenaki Water Co., Inc.

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification.

| | | | |
|--|--|---|-----------------------------------|
| 1.1 State Agency Name NH Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301 | |
| 1.3 Grantee Name Abenaki Water Co., Inc. | | 1.4 Grantee Address 37 Northwest Dr. Plainville, CT. 06062 | |
| 1.5 Effective Date Upon G&C Approval | 1.6 Completion Date December 31, 2022 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$350,000 |
| 1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services | | 1.10 State Agency Telephone Number 603-271-8321 | |
| 1.11 Grantee Signature  | | 1.12 Name & Title of Grantee Signor Nicholas LaChance Vice President | |
| 1.13 Acknowledgment: State of <u>CT</u> , County of <u>Hartford</u> | | | |
| On <u>April 30, 2021</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]  | | | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace Sheryl L. Fairchild  | | | |
| 1.14 State Agency Signature(s)  | | 1.14 State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services | |
| 1.16 Approval by Attorney General (Form, Substance and Execution) | | | |
| By:  | | On: <u>6/28/2021</u> | |
| 1.17 Approval by the Governor and Executive Council | | | |
| By: | | On: | |

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

3. **AREA COVERED.** Except as otherwise specifically provided 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: 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 Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee 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 OR 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 ("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.

Grantee Initials M
Date 4/30/21

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 or 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, workers' 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 or 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 workers' 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 of the 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 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.

Grantee Initials ML
Date 9/20/21

EXHIBIT A
SCOPE OF SERVICES

Abenaki Water Co., Inc.- Bow White Rock Community Water System 0262020:

The current water supply wells for this community system are not producing sufficient water to meet customer demand, despite rigorous leak detection and correction efforts and water conservation measures. Existing distribution piping requires frequent repairs and internal inspection of the steel storage tanks revealed a structural breach. Grant funds from the Trust Fund and loan funds from the DWSRF will be used to drill and develop a new production well on neighboring Lot 56, owned by the Town of Bow as approved by the Selectboard. In addition, funds will be used to design and construct a connection from the new source to the existing water treatment facility, rehabilitate the storage tanks, and any treatment upgrades to address the new well water quality. Distribution piping isolation and PRV valves will also be replaced or repaired. Abenaki Water Co., Inc. is required to develop and adhere to an asset maintenance and renewal plan for the funded improvements and provide documentation supporting this requirement.

EXHIBIT B
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

This \$350,000 Drinking Water and Groundwater Trust Fund (DWGTF) grant is combined with a \$125,000 New Hampshire Drinking Water State Revolving Fund loan and other non-DWGTF funds. Each disbursement request will be paid 58% of eligible expenses as grant funds not to exceed \$350,000 of DWGTF grant funds.

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Grantee Initials ML
Date 4/30/21

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)
- Must state that the person who signed the Grant Agreement has the authority to do so
- Must be notarized
- Original is needed for submittal. No copies.

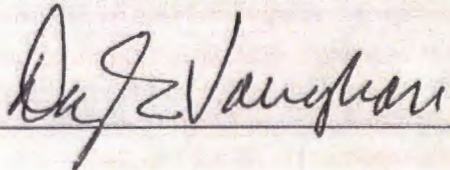
Certificate of Vote of Authorization

**Abenaki Water Company
32 Artisan Ct.
Gilford, NH 03249**

I, Donald Vaughan, Chairman of the Board of Directors of the Abenaki Water Company, do hereby certify that at a meeting held on February 25, 2021, the Board of Directors voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The Abenaki Water Company further authorized the Vice President, Nicholas LaChance, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Board of Directors of Abenaki Water Company, the 3rd day of May, 2021.

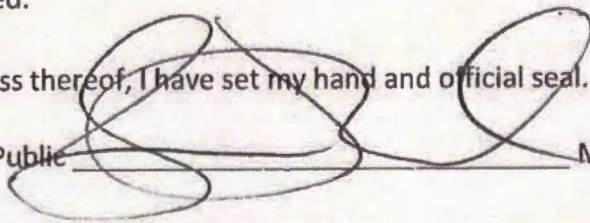
Signature 

STATE OF Connecticut

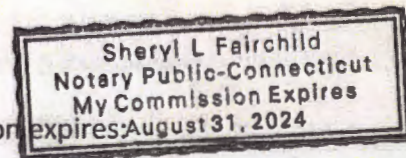
County of Hartford

On this 3rd day of May, 2021, before me Sheryl Fairchild the undersigned Officer, personally appeared. Donald Vaughan, who acknowledged himself to be the Chairman of the Board of Directors of Abenaki Water Company, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public 

My commission expires:



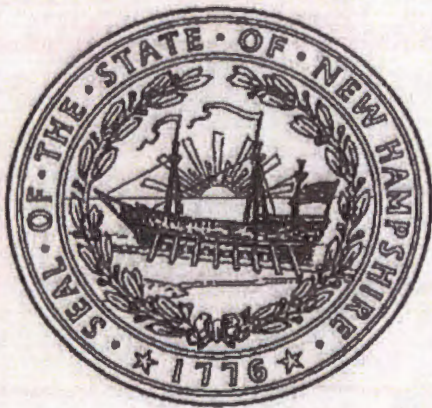
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ABENAKI WATER CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 24, 2013. 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: 693607

Certificate Number: 0005360632



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2021.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

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 Grundy Insurance P.O. Box 1957 400 Horsham Road, Suite 150 Horsham PA 19044 | | CONTACT NAME: Kevin Connor PHONE (A/C, No, Ext): (877) 338-4004 E-MAIL ADDRESS: kevin.connor@Grundy.com FAX (A/C, No): (215) 674-5716 | |
| INSURED New England Service Co., Valley Water Systems, Inc., & Colonial Water 37 NORTHWEST DRIVE PLAINVILLE CT 06062 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Berkley Net Underwriters, LLC INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 18058 | |

COVERAGES

CERTIFICATE NUMBER: CL2142909127

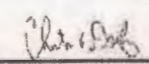
REVISION NUMBER:

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 |
|----------|--|-----------|------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK2216514 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | 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 | | | PHPK2216514 | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | PHUB749599 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 |
| B | 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 | BNUWC0108078 | 01/01/2021 | 01/01/2022 | PER STATUTE 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)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| NH Department of Environmental Services and Abenaki Belmont P.O. Box 0095 29 Hazen Drive Concord NH 03302-0095 | 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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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| | | |
|---|--|--------|
| PRODUCER Grundy Insurance P.O. Box 1957 400 Horsham Road, Suite 150 Horsham PA 19044 | CONTACT NAME: Kevin Connor | |
| | PHONE (A/C, No, Ext): (877) 338-4004 FAX (A/C, No): (215) 674-5716 | |
| | E-MAIL ADDRESS: kevin.connor@Grundy.com | |
| | PRODUCER CUSTOMER ID: 00002465 | |
| INSURED New England Service Co., Valley Water Systems, Inc., & Colonial Water Co. 37 NORTHWEST DRIVE PLAINVILLE CT 06062 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Philadelphia Indemnity Insurance Company | 18058 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

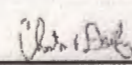
COVERAGES CERTIFICATE NUMBER: CP2011301233 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Premise

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 | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS | |
|----------|--|----------------|------------------------------------|---|------------------|-------------------|----|
| A | <input checked="" type="checkbox"/> PROPERTY | PHPK2077232 | 01/01/2021 | 01/01/2022 | BUILDING | \$ | |
| | CAUSES OF LOSS | | | | DEDUCTIBLES | PERSONAL PROPERTY | \$ |
| | BASIC | | | | BUILDING \$2,500 | BUSINESS INCOME | \$ |
| | BROAD | | | | CONTENTS \$2,500 | EXTRA EXPENSE | \$ |
| | <input checked="" type="checkbox"/> SPECIAL | | | | | RENTAL VALUE | \$ |
| | EARTHQUAKE | | | | | BLANKET BUILDING | \$ |
| | WIND | | | | | BLANKET PERS PROP | \$ |
| | FLOOD | | | | | BLANKET BLDG & PP | \$ |
| | | | | <input checked="" type="checkbox"/> Blnkt Limit | \$ 5,290,000 | | |
| | INLAND MARINE | TYPE OF POLICY | | | \$ | | |
| | CAUSES OF LOSS | POLICY NUMBER | | | \$ | | |
| | NAMED PERILS | | | | \$ | | |
| | CRIME | | | | \$ | | |
| | TYPE OF POLICY | | | | \$ | | |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | \$ | | |
| | | | | | \$ | | |
| | | | | | \$ | | |

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as mortgagee and loss payee.

| | |
|--|---|
| CERTIFICATE HOLDER NH Department of Environmental Services and Abenaki Belmont P.O. Box 0095 29 Hazen Drive 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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