Meeting is being conducted remotely in accordance with Governor’s Emergency Order #12 pursuant to Executive Order 2020-04

Call in Number: 978-990-5298 Access Code: 273974

If anybody has a problem accessing the meeting via phone or Channel 16, please call 603-821-2049 and they will help you connect.

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING
3. PLEDGE TO THE FLAG LED BY ALDERMAN DAVID C. TENCZA
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
8. READING OF MINUTES OF PREVIOUS MEETINGS
   Special Board of Aldermen.................................................................................... 05/21/2020
   Board of Aldermen.................................................................................................. 05/26/2020
   Special Board of Aldermen.................................................................................... 05/27/2020
9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS
   From: Len Fournier, Superintendent Woodlawn/Pinewood Cemeteries
   Re: Requesting Joint Convention Meeting with the Woodlawn/Pinewood Cemetery Trustees
   From: Linda McGhee, Deputy Planning Manager
   Re: Referral from the Board of Aldermen on proposed O-20-014, allowing the temporary adjustment of site plans by the Community Development Director or Designee to allow for greater outdoor seating at restaurants
   From: John L. Griffin, Chief Financial Officer/Comptroller
   Re: Fire Union IAFF Local #789 Collective Bargaining Agreement
   From: Dorothy Clarke, Esquire
   Re: R-20-043 "Authorizing Pennichuck Corporation and Pennichuck East Utility, Inc. to enter into a term loan and renew a fixed asset line of credit with CoBank, ACB" – letter from Pennichuck without confidential financial documents
   From: Donna Graham, Legislative Affairs Manager
   Re: Communications Received from the Public
9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING
Keeping in mind the health and safety of our residents and employees, we are requesting that if you wish to speak on agenda items, you submit your comments to include your name and address via e-mail which will be accepted and placed on file with the minutes of the meeting. Please e-mail your comments to: BOA@nashuanh.gov

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Justin Kates, Director of Emergency Management
Re: Approving the 2019-2020 Memorandum of Understanding between Goodwill Industries of Northern New England's Goodwill VISTA Partnership and the City of Nashua

PETITIONS

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Joint Convention with Trustees of Woodlawn/Pinewood Cemeteries

10. REPORTS OF COMMITTEE

Finance Committee.......................................................... 05/21/2020
Joint Meeting – Committee on Infrastructure and Planning and Economic Development Committee.................................................. 05/27/2020
Personnel/Administrative Affairs Committee.................................................. 06/01/2020
Budget Review Committee.................................................. 06/02/2020
Finance Committee.................................................. 06/03/2020

11. CONFIRMATION OF MAYOR’S APPOINTMENTS

Electric Aggregation Committee

Robert Blaisdell (New Member Appointment) Term to Expire: May 31, 2023
24 Railroad Square
Nashua, NH 03064-2278

Lawrence Lutton (New Member Appointment) Term to Expire: May 31, 2023
47 Concord Street
Nashua, NH 03064

UNFINISHED BUSINESS – RESOLUTIONS

R-20-033
Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien
Alderman Patricia Klee
Alderman Richard A. Dowd
Alderman Linda Harriott-Gathright
Alderman Skip Cleaver
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR TO EXECUTE A CONFIRMATORY DEED TO PENNICHUCK WATER WORKS
- Budget Review Committee Recommends: Final Passage

R-20-039
Endorsers: Alderman-at-Large Lori Wilshire
Alderman-at-Large Michael B. O’Brien, Sr.
Alderman-at-Large David C. Tencza
Alderman Richard A. Dowd

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO ISSUE TAXABLE BONDS OF UP TO $75,000,000
- Budget Review Committee Recommends: Re-assigning to Pennichuck Special Water Committee
UNFINISHED BUSINESS – ORDINANCES

O-20-014, Amended
Endorsers: Mayor Jim Donchess
           Alderman-at-Large Benjamin Clemons
           Alderman-at-Large Lori Wilshire
           Alderman-at-Large Shoshanna Kelly
           Alderman Jan Schmidt
           Alderman Patricia Klee
           Alderman Thomas Lopez
           Alderman-at-Large Michael B. O’Brien, Sr.
           Alderman Richard A. Dowd

RELATIVE TO TEMPORARY ADJUSTMENT TO SITE PLANS
• Budget Review Committee Recommends: Final Passage as amended

O-20-017
Endorser: Alderwoman-at-Large Shoshanna Kelly

AUTHORIZING FREE PARKING AT METERS AND PAY STATION SPACES THROUGH NOVEMBER 15, 2020
(tabled at BOA May 21, 2020 mtg)

NEW BUSINESS – RESOLUTIONS

R-20-042
Endorser: Alderman-at-Large David C. Tencza

APPROVING THE COST ITEMS OF A SIDEBAR AGREEMENT BETWEEN THE NASHUA BOARD OF
FIRE COMMISSIONERS AND THE NASHUA FIREFIGHTERS ASSOCIATION I.A.F.F. LOCAL 789
REGARDING VACATION ACCRUAL

R-20-043
Endorser: Alderman-at-Large Lori Wilshire

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK EAST UTILITY, INC. TO ENTER
INTO A TERM LOAN AND RENEW A FIXED ASSET LINE OF CREDIT WITH COBANK, ACB

R-20-044
Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF AN ADDITIONAL $377,873.50 FROM
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO
TRANSIT GRANT ACTIVITY “FEDERAL TRANSIT AUTHORITY (“FTA”) OPERATING GRANT”

R-20-045
Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $190,000 FROM THE STATE OF NEW
HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES CARES ACT FUNDING INTO
PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY “FY2020 PUBLIC HEALTH CRISIS
RESPONSE”

R-20-046
Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $159,460 FROM THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CARES ACT FUNDING INTO PUBLIC
HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY “HOUSING OPPORTUNITIES FOR
PERSONS WITH AIDS (“HOPWA”)”
R-20-047
Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $162,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 HIV PREVENTION GRANT”

R-20-048
Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $99,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 STD PREVENTION GRANT”

R-20-049
Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $97,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 IMMUNIZATION PROGRAM OF GREATER NASHUA”

R-20-050
Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $52,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 TUBERCULOSIS PROGRAM OF GREATER NASHUA”

R-20-051
Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $45,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 HEALTHY HOMES AND LEAD POISONING CASE MANAGEMENT”

NEW BUSINESS – ORDINANCES

O-20-020
Endorser: Mayor Jim Donchess
RELATIVE TO PERSONAL DAYS FOR UNAFFILIATED EMPLOYEES IN THE PUBLIC HEALTH AND COMMUNITY SERVICES DIVISION

O-20-021
Endorser: Alderman Richard A. Dowd
AUTHORIZING A STOP SIGN ON LEE STREET AT ITS INTERSECTION WITH FOREST STREET

O-20-023
Endorser: Alderman Ben Clemons
Alderman Patricia Klee
Alderman Michael B. O’Brien, Sr.
RELATIVE TO ADVERTISING SIGNAGE ON UMBRELLAS, AWNINGS, AND CANOPIES IN CONNECTION WITH OUTDOOR DINING

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT
Woodlawn Cemetery

Len Fournier - Superintendent
101 Kinsley Street
Nashua, New Hampshire 03060
Phone: (603) 594-3354 Fax: (603) 594-3418

March 10, 2020

Nashua Board of Alderman
Attn: Donna L. Graham
City Hall
Nashua, NH 03060

Dear Donna,

Would you please schedule a Joint Convention with the Alderman to re-nominate Mark Coulombe and Todd Whitney to new five year terms as Trustees of Woodlawn/Pinewood Cemeteries.

Thank You,

Len Fournier
Superintendent
Woodlawn/Pinewood Cemeteries

CC: Niles Jensen, Chairmen of Trustees
MEMORANDUM

Date: May 29, 2020

To: Ald. Lori Wilshire, President, and Board of Aldermen
Ald. David Tencza, Chair and Planning & Economic Development Committee
Ald. Michael B. O’Brien, Sr., Chair and Committee of Infrastructure

From: Linda McGhee, Deputy Planning Manager

RE: Referral from the Board of Aldermen on proposed O-20-014, allowing the temporary adjustment of site plans by the Community Development Director or Designee to allow for greater outdoor seating at restaurants.

At the Nashua City Planning Board's regularly scheduled meeting of May 28, 2020 the Planning Board voted unanimously to make a favorable recommendation on O-20-014, with the change that “No” fee shall be charged in the first paragraph.

If you have any questions concerning this notification, please contact me at 589-3110.

cc: Mayor Jim Donchess
Donna Graham, Legislative Assistant
Susan Lovering, City Clerk
Scott LeClair, Chair, NPCB
Sarah Marchant, Community Development Director
TO: President Lori Wilshire  
Members of the Board of Aldermen  

CC: Mayor Jim Donchess  

FROM: John L. Griffin, Chief Financial Officer/Comptroller  

DATE: June 2, 2020  

RE: Fire Union IAFF Local #789 Collective Bargaining Agreement  

The purpose of this communication is to provide a bit more detail regarding concerns that have been raised about the affordability of the recently submitted collective bargaining agreement between the City and the Nashua Fire Rescue IAFF Local #789 unit.  

The Total Base Pay and Other Salary Costs on line 26 of the Cost Analysis shows that total salary costs called for in the contract would rise 17.3% by July 1, 2022 (the start of FY23). These costs would rise 4.2% in FY20, 3.8% in FY21, 4.2% in FY22 and 4.1% in FY 23. At the end of the contract period, the base pay and other salary costs would increase from $15.0 million to $17.6 million ($17.3%). The 3.5% increases in base pay for the four years of the contract do not account for the complete increases in salaries.  

Pension and Benefits costs are anticipated to rise from a base of $7.9 million in FY2019 to approximately $9.4 million in FY2023, an increase of $1.5 million (18.1%) in these cost items.  

On an average employee basis, the sum of these costs, also referred to in the analysis as the Total Compensation Package, will increase from $134,916 in FY2019 to $158,601 in FY2023, an increase of $23,685 (17.6%).
TO: Board of Aldermen  
FROM: Office of Corporation Counsel  
Dorothy Clarke, Esquire  
DATE: June 3, 2020  
RE: R-20-043 “Authorizing Pennichuck Corporation and Pennichuck East Utility, Inc. to enter into a term loan and renew a fixed asset line of credit with CoBank, ACB” – letter from Pennichuck without confidential financial documents

Attached please find a letter from Pennichuck with supporting information for Resolution R-20-043 “Authorizing Pennichuck Corporation and Pennichuck East Utility, Inc. to enter into a term loan and renew a fixed asset line of credit with CoBank, ACB”.

Please note that the letter references Attachment B-1, which is a confidential term sheet for the term loan with CoBank, ACB, and Attachment B-2, which is a confidential term sheet for the fixed asset line of credit renewal with CoBank, ACB. Those two attachments are not included in the document attached to this memo. Those two documents, which are confidential financial documents, will be provided to the Board separately.
VIA ELECTRONIC DELIVERY

May 22, 2020

Mr. Steven A. Bolton
Corporation Counsel
City of Nashua
229 Main Street
Nashua, NH 03060

Re: Pennichuck East Utility, Inc. – Request for Approval of Term Loan and renewal of Fixed Asset Line of Credit with CoBank, ACB

Dear Attorney Bolton:

Introduction. As you know, the City of Nashua, New Hampshire (the “City”) is the sole corporate shareholder of Pennichuck Corporation (“Pennichuck”). The City has been the sole shareholder since the acquisition of Pennichuck on January 25, 2012.

The purpose of this letter is to request that the City, acting in its capacity as sole shareholder, approve resolutions authorizing Pennichuck’s regulated public water utility subsidiary, Pennichuck East Utility, Inc. (“PEU”), to enter into a term loan with CoBank, ACB (“CoBank”).

Background. As part of the City’s acquisition of Pennichuck, in accordance with special legislation enacted by the State Legislature, and as unanimously approved by the Mayor and Board of Aldermen on January 11, 2011, the corporate structure of Pennichuck and its utility subsidiaries was retained. This corporate structure was retained for several reasons. First, the Mayor and Board of Aldermen desired to maintain stability and continuity for customers and employees of the Pennichuck utilities and the communities they serve. Second, retaining the corporate structure provided continuity for the existing relationships with regulatory agencies and financial/banking partners. Third, the Mayor and Board of Aldermen unanimously agreed that the corporate structure would encourage business-smart decisions and rely upon well-established governance principles of corporate law, pursuant to Pennichuck’s Articles of Incorporation and its by-laws.
Shareholder Approval of Borrowings Required. Under Article IX of Pennichuck’s Articles of Incorporation, the City, acting in its capacity as Pennichuck’s sole shareholder, must approve:

“(3) any action to (A) create, incur or assume any indebtedness for borrowed money or guarantee any such indebtedness of any person, (B) issue or sell any debt securities or warrants or other rights to acquire any debt securities of the [Pennichuck] Corporation or any of its Subsidiaries, or (C) guarantee any debt securities of any person.”

Proposed Term Loan Borrowing and FALOC extension/renewal from CoBank

PEU is a New Hampshire public utility corporation providing retail water service to approximately 8,300 customers in the New Hampshire towns of Atkinson, Barnstead, Bow, Chester, Conway, Derry, Exeter, Hooksett, Lee, Litchfield, Londonderry, Middleton, Pelham, Plaistow, Raymond, Sandown, Tilton, Weare and Windham. PEU is wholly-owned by Pennichuck which, in turn, is wholly-owned by the City.

PEU has entered into a Master Loan Agreement with CoBank dated as of February 9, 2010 (the “Master Loan Agreement”), which provides the framework for CoBank to make loans to PEU from time to time. A copy of the Master Loan Agreement is attached to this letter as Attachment A.

PEU requests the City’s approval for PEU to enter into a term loan with CoBank in an amount of $803,275 with an amortization period of up to 25 years, with an interest rate to be determined based on market conditions (currently estimated at approximately 4.3% per annum). A copy of the CONFIDENTIAL term sheet for the term loan with CoBank is attached to this letter as Attachment B-1.

The proceeds from the CoBank loan will be used to refinance and repay up to approximately $803,275 of Fixed Asset Line of Credit (“FALOC”) borrowings by PEU, under its $3 million FALOC with CoBank, which was used to fund capital improvements to the PEU water system infrastructure during 2019, which were not funded by State of New Hampshire Drinking Water Revolving Loan Fund (SRF) or NH Drinking Water and Groundwater debt or grants.

The FALOC with CoBank was approved by the Company’s Board of Directors, the NH Public Utilities Commission (“NHPUC”), and the City of Nashua as shareholder, in March of 2018 (in NHPUC Order No. 26,117; Docket PWC 17-157), to provide for capital improvements financing during each calendar year, with subsequent annual refinancing and repayment of amounts borrowed with term loans, consistent with the Company’s allowed rate structure with the NHPUC, under Order No. 26,179 (Docket DW 17-128).

With this request, the Company is also requesting approval to renew and extend the FALOC with CoBank for a period of three years, past the current expiration date of the facility as of September 30, 2020. A copy of the CONFIDENTIAL term sheet for the FALOC renewal with CoBank is attached to this letter as Attachment B-2.

The CoBank loan will be secured by (i) a security interest in PEU’s equity interest in CoBank (consisting of PEU’s $181,781 earned equity investment in CoBank from patronage dividends received since 2010, and PEU’s right to receive future patronage dividends), and (ii) the
unconditional guarantee of PEU's obligations to CoBank by Pennichuck pursuant to the Guarantee of Payment (Continuing) dated as of February 9, 2010 between Pennichuck and CoBank (the "Guaranty Agreement"), a copy of which is attached to this letter as Attachment C.

The Lender - CoBank, ACB. CoBank is a government sponsored enterprise ("GSE") owned by its customers, who consist of agricultural cooperatives, rural energy, communications and water companies and other businesses that serve rural America. As a GSE, CoBank issues its debt securities with the implicit full faith and credit of the United States Government and uses these low-cost funds to make loans to companies like PEU that meet its charter requirements. As a result of the implicit backing of the U.S. Government, CoBank's borrowing costs are lower than commercial banks and financial institutions, and these lower costs are passed on to its borrowers. In addition to the lower rates, CoBank loans generally have fewer covenants or restrictions as compared to loans from commercial banks and other financial institutions.

Approval by Pennichuck and PEU. The CoBank loan and guaranty, as well as the FALOC renewal, have been approved by the Board of Directors of Pennichuck and PEU.

Pennichuck recommends that the City authorize (i) PEU to enter into the loan with CoBank; and (ii) Pennichuck to guaranty the loan, and (iii) PEU shall be authorized to extend and renew its FALOC with CoBank for another three years.

Lower Costs Are Good for Customers. Pennichuck and its Board of Directors have determined that the capital projects to be refinanced by the CoBank loan, and the renewal and extension of the FALOC, will allow PEU to continue to provide safe, adequate and reliable water service to their customers on a cost-effective basis. The terms of the loan and FALOC are very favorable compared to other alternatives and will result in lower financing costs than would be available under other debt options. These lower financing costs will be passed on to customers.

Other Approvals. As a regulated public utility, PEU must obtain approval of the term loan and FALOC renewal from the New Hampshire Public Utilities Commission ("NHPUC"), which will approve the term loan and FALOC renewal if it finds the loan to be consistent with the public good. PEU has filed a petition for approval with the NHPUC as of May 22, 2020 and expects the NHPUC to consider the petition promptly.

Requested Approvals. For the reasons described above, Pennichuck respectfully requests that the City, acting in its capacity as sole shareholder of Pennichuck and pursuant to Article IX(3) of Pennichuck's Articles of Incorporation, authorize the following actions:

RESOLVED, that the City hereby approves the loan to Pennichuck East Utility, Inc. from CoBank, ACB, in an amount of $803,275, with a 25-year amortization schedule; and

FURTHER RESOLVED, that the City hereby approves the guaranty by Pennichuck Corporation of the payment by Pennichuck East Utility, Inc. of the loan authorized in the prior resolution; and

FURTHER RESOLVED, that the City hereby approved the renewal of the Fixed Asset Line of Credit ("FALOC") for Pennichuck East Utility, Inc., with CoBank, ACB, at a facility level of $3 million for a period of three years; and
FURTHER RESOLVED, that the City hereby authorizes Pennichuck Corporation and Pennichuck East Utility, Inc., their Boards of Directors, and their Officers, to take any and all actions required to obtain all necessary approvals with respect to the actions described in these resolutions and to execute and deliver such documents as are necessary to affect the CoBank loan, and the guaranty described in these resolutions.

Respectfully submitted,

PENNICHUCK CORPORATION

By:  

Larry D. Goodhue  
Chief Executive Officer

cc. Mayor James Donchess
MASTER LOAN AGREEMENT

THIS MASTER LOAN AGREEMENT (this "Agreement") is entered into as of February 9, 2010, between PENNICHUCK EAST UTILITY, INC., a New Hampshire corporation (the "Company"), and CoBANK, ACB, a federally chartered instrumentality of the United States ("CoBank").

BACKGROUND

From time to time, CoBank may make loans and extend other types of credit to or for the account of the Company. In order to facilitate the making of such loans and other types of credit, the parties are entering into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions. Capitalized terms used in this Agreement and defined in Exhibit A hereto shall have the meanings set forth in that Exhibit.

SECTION 1.02. Rules of Interpretation. The rules of interpretation set forth in Exhibit A shall apply to this Agreement.

ARTICLE 2
THE SUPPLEMENTS

SECTION 2.01. Promissory Notes and Supplements. In the event the Company desires to borrow from CoBank and CoBank is willing to lend to the Company, the parties will enter into a promissory note and supplement hereto (each a "Promissory Note and Supplement"). Each Promissory Note and Supplement will set forth CoBank's commitment to make a loan or loans to the Company, the amount of the loan(s), the purpose of the loan(s), the interest rate or interest rate options applicable to the loan(s), the Company's promise to repay the loans, and any other terms and conditions applicable to the particular loan(s). Each loan will be governed by the terms and conditions set forth in this Agreement and in the Promissory Note and Supplement relating to that loan. In the absence of a Promissory Note and Supplement hereto duly executed by CoBank, CoBank shall have no obligation to make a loan to the Company under this Agreement.

SECTION 2.02. Notice and Manner of Borrowing New Loans. Except as otherwise provided in a Promissory Note and Supplement: (A) loans will be made available on any Business Day upon the telephonic or written request of an authorized employee of the Company (which request, if made telephonically, shall be promptly confirmed in writing if required by CoBank); (B) requests for loans must be received by 12:00 noon Company's local time on the date the loan is to be made; and (C) loans will be made available by wire transfer of immediately available funds to such account or accounts as may be authorized by the Company on forms supplied by CoBank.
SECTION 2.03. Method of Payment. The Company shall make all payments to CoBank under this Agreement and each Promissory Note and Supplement hereto by wire transfer of immediately available funds, by check, or, if specified by separate agreement between the Company and CoBank, by automated clearing house (ACH) or other similar cash handling processes. Wire transfers shall be made to ABA No. 307088754 for advice to and credit of "CoBANK" (or to such other account as CoBank may direct by notice). The Company shall give CoBank telephonic notice no later than 12:00 noon Company's local time of its intent to pay by wire, and funds received after 3:00 p.m. Company's local time shall be credited on the next Business Day. Checks shall be mailed to CoBANK, Department 167, Denver, Colorado 80291-0167 (or to such other place as CoBank may direct by notice). Credit for payment by check will not be given until the latter of the next Business Day after receipt of the check or the Business Day on which CoBank receives immediately available funds.

SECTION 2.04. Security and Guaranty.

(A) Security. The Company's obligations hereunder and under each other Loan Document to which the Company is a party (whether executed contemporaneously herewith or at a later date) shall be secured by a statutory first priority Lien on all equity which the Company may now own or hereafter acquire or be allocated in CoBank and all proceeds thereof.

(B) Credit Support. In addition to the above, the Company's obligations hereunder and under each Promissory Note and Supplement hereto shall be guaranteed by Pennichuck Corporation (the "Guarantor") pursuant to a guarantee of payment in form and content acceptable to CoBank (as amended or restated from time to time, the "Guaranty").

ARTICLE 3
CONDITIONS PRECEDENT

SECTION 3.01. Conditions Precedent to the Initial Promissory Notes and Supplements Hereto. CoBank's obligation to make a loan or loans under the initial Promissory Note and Supplement hereto (or, in the event that more than one Promissory Note and Supplement is being executed on the date hereof, each initial Promissory Note and Supplement hereto), is subject to the following conditions precedent, which, in the case of instruments and documents, must be in form and content acceptable to CoBank:

(A) This Agreement. CoBank shall have received a duly executed original of this Agreement.

(B) Guaranty and Related Documents. (1) A duly executed original Guaranty; (2) copies, certified by the Secretary of the Guarantor as of the date hereof (or as of another date acceptable to CoBank), of such board resolutions, evidence of incumbency, and other evidence as CoBank may require that the Guaranty has been duly authorized, executed and delivered by the Guarantor; and (3) an opinion of counsel to the Guarantor, which counsel and opinion must be in form and content acceptable to CoBank.

(C) Consent and Agreement. A consent and agreement (the "Consent and Agreement") between the Company, Pennichuck Water Works, Inc. ("PWW"), and CoBank in form and content acceptable to CoBank.

(D) Secretary's Certificate. CoBank shall have received an original certificate of the Secretary of the Company dated as of the date hereof (or as of another date acceptable to CoBank)
attaching and certifying as to each of the following, all of which must be in form and content acceptable to CoBank: (1) the Articles of Incorporation of the Company, certified by the Secretary of State of New Hampshire within 30 days of the date hereof; (2) the Bylaws of the Company; and (3) a certificate of the Secretary of State of New Hampshire issued within 30 days of the date hereof attesting to the due formation and good standing of the Company in the State of New Hampshire.

(C) **Delegation and Wire Transfer Form.** CoBank shall have received a duly executed original delegation and wire transfer authorization form.

(D) **Equity In CoBank.** The Company shall have purchased $1,000 in equity in CoBank.

**SECTION 3.02. Conditions to Each Supplement.** CoBank’s obligation to make the initial loan under each Promissory Note and Supplement hereto (including the initial Promissory Note(s) and Supplement(s) hereto) is subject to the following conditions precedent (which in the case of instruments and documents, must be originals and in form and content acceptable to CoBank):

(A) **Supplement.** CoBank shall have received a duly executed Promissory Note and Supplement and all Loan Documents required by the Promissory Note and Supplement.

(B) **Evidence of Authority.** CoBank shall have received copies, certified by the Secretary of the Company as of the date of the Promissory Note and Supplement (or as of another date acceptable to CoBank), of such board resolutions, evidence of incumbency, and other evidence as CoBank may require that the Promissory Note and Supplement and all Loan Documents executed in connection therewith have been duly authorized, executed and delivered.

(C) **Consents and Approvals.** CoBank shall have received such evidence as CoBank may require that all consents and approvals referred to in Section 4.11 hereof, have been obtained and are in full force and effect.

(D) **Fees and Other Charges.** CoBank shall have received all fees or other charges provided for herein or in the Promissory Note and Supplement.

(E) **Application.** CoBank shall have received a duly executed and completed copy of an application for the credit and all instruments and documents required by the application for credit.

(F) **Insurance.** CoBank shall have received such evidence as CoBank may reasonably require that the Company is in compliance with Section 5.03 hereof.

(G) **Opinion of Counsel.** CoBank shall have received an opinion of counsel to the Company, which counsel and opinion must be reasonably acceptable to CoBank.

**SECTION 3.03. Conditions to Each Loan.** CoBank’s obligation under each Promissory Note and Supplement (including the initial Promissory Note(s) and Supplement(s) hereto) to make any loan to the Company thereunder, including the initial loan, is subject to the conditions precedent that: (A) no Default or Event of Default shall have occurred and be continuing; (B) each of the representations and warranties of the Company set forth herein, in the Promissory Note and Supplement, and in all other Loan Documents shall be true and correct as of the date of the loan; and (C) the Company shall have
satisfied all conditions and requirements set forth in the Promissory Note and Supplement relating to that loan.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

To induce CoBank to enter into and make loans under each Promissory Note and Supplement, the Company represents and warrants that:

SECTION 4.01. Organization, Etc. The Company: (1) is a corporation duly organized, validly existing, and in good standing under the Laws of the State of New Hampshire; (2) has the power and authority to own its assets and to transact the business in which it is engaged or proposes to engage and to enter into and perform the Loan Documents; and (3) is duly qualified to do business in, and is in good standing under the Laws of, each jurisdiction in which such qualification is required.

SECTION 4.02. Loan Documents. This Agreement, the Promissory Note and Supplement, and all other Loan Documents: (1) have been duly authorized, executed and delivered by the Company and each other Person that is a party thereto; and (2) create legal, valid and binding obligations of the Company and each other Person that is a party thereto which are enforceable in accordance with their terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency or similar Laws affecting creditors’ rights generally.

SECTION 4.03. Operation of Business. The Company possesses all licenses, certificates, permits, authorizations, approvals, franchises, patents, copyrights, trademarks, trade names, rights thereto, or the like which are material to the operation of its business or required by Law, and the Company is not in violation of the rights of others with respect thereto.

SECTION 4.04. Litigation. Except as disclosed in any application submitted in connection with the Promissory Note and Supplement, there are no pending or threatened actions or proceedings against or affecting the Company before any court, governmental agency, mediator, arbitrator, or the like which could, in any one case or in the aggregate, if adversely decided, have a Material Adverse Effect.

SECTION 4.05. Ownership and Subsidiaries. The Company: (A) is owned 100% by the Guarantor; and (2) has no Subsidiaries.

SECTION 4.06. Financial Statements. The Financial Statements are complete and correct and fairly present the financial condition of the Company, and the results of the operations of the Company as of the date and for the periods covered by such Financial Statements, all in accordance with GAAP consistently applied. Since the date of the most recent Financial Statement, there has been no material adverse change in the condition, financial or otherwise, business or operations of the Company. There are no liabilities of the Company which are material but not reflected in the Financial Statements or in the notes thereto.

SECTION 4.07. Ownership and Liens. The Company has title to, or valid easement or leasehold interests in, all of its properties, real and personal, including the property and leasehold interests reflected in the Financial Statements (other than any property disposed of in the ordinary course of business), and none of the properties or leasehold interests of the Company are subject to any Lien, except such as may be permitted under Section 6.01 of this Agreement.
SECTION 4.08. Compliance with Law. All of the Company's properties and all of its operations, are in compliance in all material respects with all Laws. Without limiting the foregoing, all property owned or leased by the Company, all property proposed to be acquired with the proceeds of the Promissory Note and Supplement, and all operations conducted thereon on all such property, are in compliance in all material respects with all Laws relating to the environment.

SECTION 4.09. Environment. Except as disclosed in any application submitted in connection with the Promissory Note and Supplement: (A) no property owned or leased by the Company is being used, or to its knowledge, has been used for the disposal, treatment, storage, processing or handling of hazardous waste or materials (as defined under any applicable environmental Law); (B) no investigation, claim, litigation, proceedings, order, judgment, decree, settlement, Lien or the like with respect to any environmental matter is proposed, threatened, anticipated or in existence with respect to the properties or operations of the Company; and (C) no environmental contamination or condition currently exists on any property of the Company which could delay the sale or other disposition of such property or could have, or already has had, an adverse effect on the value of such property.

SECTION 4.10. ERISA. All plans ("ERISA Plans") of a type described in Section 3(3) of ERISA in respect of which Company is an "Employer", as defined in Section 3(5) of ERISA, are, to the best knowledge of the Company, in substantial compliance with ERISA, and none of such ERISA Plans is insolvent or in reorganization, or has an accumulated or waived funding deficiency within the meaning of Section 412 of the Internal Revenue Code. The Company has not incurred any material liability (including any material contingent liability) to or on account of any such ERISA Plan pursuant to Sections 4062, 4063, 4064, 4201 or 4204 of ERISA. No proceedings have been instituted to terminate any such ERISA Plan.

SECTION 4.11. Consents and Approvals. Except for such as shall have been obtained and are in full force and effect, no consent, permission, authorization, order or license of any governmental authority or of any party to any agreement to which the Company is a party or by which it or any of its property may be bound or affected, is necessary in connection with: (A) the execution, delivery, performance or enforcement of the Loan Documents; and (B) the project, acquisition, or other activity being financed by the Promissory Note and Supplement.

SECTION 4.12. Conflicting Agreements. None of the Loan Documents conflicts with, or constitutes (with or without the giving of notice and/or the passage of time and/or the occurrence of any other condition) a default under, any other agreement to which the Company is or expects to become a party or by which the Company or any of its properties may be bound or affected, and do not conflict with any provision of the articles of incorporation, bylaws, or other organizational documents of the Company.

SECTION 4.13. Compliance and No Default. The Company is operating its business in compliance with all of the terms of the Loan Documents, and no Default or Event of Default exists.

SECTION 4.14. Applications. Each representation and warranty and all information set forth in the application submitted in connection with, or to induce CoBank to enter into, the Promissory Note and Supplement is correct in all material respects.

SECTION 4.15. Budgets, Etc. All budgets, projections, feasibility studies, and other documentation submitted by or on behalf of the Company to CoBank in connection with, or to induce CoBank to enter into, the Promissory Note and Supplement, are based upon assumptions that are
reasonable and realistic, and no fact has come to light, and no event has occurred, which would cause any material assumption made therein to not be reasonable or realistic.

SECTION 4.16. Water Rights. The Company: (A) has water rights with such amounts, priorities and qualities as are necessary to adequately serve the customers of the Company; (B) controls, owns, or has access to all such water rights free and clear of the interests of any third party; and (C) has not suffered or permitted any transfer or encumbrance of such water rights, has not abandoned such water rights, or any of them, and has not done any act or thing which would impair or cause the loss of any such water rights.

SECTION 4.17. Facilities. The Company's utility facilities: (A) meet present demand in all material respects; (B) are constructed in a good and professional manner; (C) are in good working order and condition; and (D) comply in all material respects with all applicable Laws.

SECTION 4.18. Rate Matters. (A) The Company's rates for water and/or wastewater services are subject to rate regulation by the Public Utilities Commission of the State of New Hampshire; and (B) there is no pending and, to the Company's knowledge, threatened action or proceeding before any court or governmental authority, the objective or result of which is or could be: (1) reduce or otherwise adversely change any of the Company's rates for the provision of water and/or wastewater services; (2) limit or revoke any of the Company's permits or other authorizations to conduct business; or (3) except as disclosed in any application submitted in connection with the Promissory Note and Supplement, otherwise have a Material Adverse Effect.

SECTION 4.19. Enforcement Actions. The Company is not subject to any Enforcement Action and, to the knowledge of the Company, no such actions have been threatened or are contemplated.

SECTION 4.20. Taxes. The Company has timely and properly filed all tax returns (federal, state and local) that were required to be filed, and has paid any taxes, assessments, and other governmental charges, including interest and penalties. There are no audits pending or, to the knowledge of the Company, threatened against the Company.

ARTICLE 5
AFFIRMATIVE COVENANTS

Unless otherwise agreed to in writing by CoBank, while this Agreement is in effect, the Company agrees to:

SECTION 5.01. Maintenance of Existence, Etc. Preserve and maintain its existence and good standing in the jurisdiction of its formation, qualify and remain qualified to transact business in all jurisdictions where such qualification is required, and obtain and maintain all licenses, permits, franchises, patents, copyrights, trademarks, tradenames, or rights thereto which are material to the conduct of its business or required by Law.

SECTION 5.02. Compliance With Laws. Comply in all material respects with all applicable Laws (including all Laws relating to the environment). In addition, the Company agrees to cause all Persons occupying or present on any of its properties to comply in all material respects with all such Laws.
SECTION 5.03. Insurance. Maintain insurance with financially sound and reputable insurance companies or associations reasonably acceptable to CoBank in such amounts and covering such risks as are usually carried by companies engaged in the same business and similarly situated, and make such increases in the amounts or coverage thereof as CoBank may from time to time require. Without limiting the foregoing, in the event any property of the Company is located in a flood zone, then the Company shall obtain such flood insurance as may be required by CoBank. All policies insuring any collateral shall have lender or mortgagee loss payable clauses or endorsements in form and content acceptable to CoBank. At CoBank's request, the Company agrees to deliver to CoBank such proof of compliance with this Section as CoBank may require.

SECTION 5.04. Property Maintenance. Maintain all of its properties that are necessary to or useful in the proper conduct of its business in good repair, working order and condition, ordinary wear and tear excepted, and make all alterations, improvements and replacements thereto as may from time to time be necessary in order to ensure that its properties remain in good working order and condition. The Company agrees that at CoBank's request, which request may not be made more than once a year, the Company will furnish to CoBank a report on the condition of the Company's property prepared by a professional engineer satisfactory to CoBank.

SECTION 5.05. Books and Records. Keep adequate records and books of account in which complete entries will be made in accordance with GAAP.

SECTION 5.06. Reports and Notices. Furnish to CoBank:

(A) Annual Financial Statements. As soon as available, but in no event more than 120 days after the end of each fiscal year of the Company occurring during the term hereof, annual consolidated and consolidating financial statements of the Company and its consolidated subsidiaries, if any, prepared in accordance with GAAP consistently applied (or the appropriate standards of the regulatory agency having jurisdiction over the Company). Such financial statements shall: (a) be audited by independent certified public accountants selected by the Company and acceptable to CoBank; (b) be accompanied by a report of such accountants containing an opinion thereon acceptable to CoBank; (c) be prepared in reasonable detail and in comparative form; and (d) include a balance sheet, a statement of income, a statement of retained earnings, a statement of cash flows, and all notes and schedules relating thereto. Notwithstanding the foregoing, the delivery within the time period specified above of the Guarantor's Annual Report on Form 10-K for such fiscal year containing consolidating information on the Company (together with the Guarantor's annual report to shareholders, if any, prepared pursuant to Rule 14a-3 of the Exchange Act) prepared in accordance with the requirements therefor and filed with the Securities and Exchange Commission, together with the accountant's certificate described above, shall be deemed to satisfy the requirements of this Section 5.06(A);

(B) Quarterly Financial Statements. As soon as available, but in no event more than 60 days after the end of each fiscal quarter of the Company occurring during the term hereof (other than the last fiscal quarter in each fiscal year), such Company prepared quarterly financial statements as CoBank may from time to time request.

(C) Annual Officer's Certificate. Together with each set of financial statements delivered to CoBank pursuant to Subsection (A) of this Section 5.06, a duly completed and executed certificate of the Chief Financial Officer of the Company in the form attached hereto as Exhibit B.
(D) **Annual Budgets.** As soon as available, but in no event more than 90 days after the beginning of each fiscal year of the Company, an annual budget and forecast of operations and capital expenditures for the Company for such year, which budget must be in form and content reasonably acceptable to CoBank.

(E) **Notice of Litigation, Material Matters, Etc.** Promptly after becoming aware thereof, notice of: (1) the commencement of any action, suit or proceeding before any court, governmental instrumentality, arbitrator, mediator or the like which, if adversely decided, could have a Material Adverse Effect; (2) the commencement of any Enforcement Action; (3) the receipt of any notice, indictment, pleading, or other communication alleging a condition that may require the Company to undertake or to contribute to a clean-up or other response under any environmental Law, or which seeks penalties, damages, injunctive relief, or other relief as a result of an alleged violation of any such Law, or which claims personal injury or property damage as a result of environmental factors or conditions; and (4) the occurrence of any other event or matter (including the rendering of any order, judgment, ruling and the like) which could have a Material Adverse Effect.

(F) **Notice of Default.** Promptly after becoming aware thereof, notice of the occurrence of a Default or an Event of Default.

(G) **Notice of Certain Events.** At least 60 days prior thereto notice of any change in the: (1) principal place of business of the Company; or (2) the office where the records concerning the Company’s accounts are kept.

(H) **Other Notices.** Such other notices as may be required by any Promissory Note and Supplement or any other Loan Document.

(I) **Other Information.** Such other information regarding the condition or operations, financial or otherwise, of the Company as CoBank may from time to time reasonably request, including, but not limited to, budgets, interim financial statements, and copies of all pleadings, notices and communications referred to in Section 5.06(E) hereof.

**SECTION 5.07. Conduct of Business.** Engage in an efficient and economical manner in the business conducted by it on the date hereof.

**SECTION 5.08. Capital.** Acquire equity in CoBank in such amounts and at such times as CoBank may from time to time require in accordance with its bylaws and capital plan (as each may be amended from time to time), except that the maximum amount of equity that the Company may be required to purchase in connection with a loan may not exceed the maximum amount permitted by CoBank's bylaws at the time the Promissory Note and Supplement relating to such loan is entered into or such loan is renewed or refinanced by CoBank. The rights and obligations of the parties with respect to such equity and any patronage or other distributions made by CoBank shall be governed by CoBank's bylaws and capital plan (as each may be amended from time to time).

**SECTION 5.09. Inspection.** Permit CoBank or its agents, upon reasonable notice and during normal business hours or at such other times as the parties may agree, to examine the properties, books and records of the Company, and to discuss its affairs, finances and accounts with its officers, directors, and independent certified public accountants.
SECTION 5.10. Water Rights, Title to Property, Etc. (A) Obtain and maintain water rights in such amounts, priorities and qualities as are necessary at all times to meet the needs of its customers; (B) obtain and maintain title to, valid leasehold interests in, or other valid interests (including easements, licenses and servitudes) in, all real property on which all water wells, reservoirs, water and wastewater treatment plants, and warehouse and storage facilities are located; (C) keep all water rights and discharge rights free and clear of any interest of any third party; and (D) not suffer or permit any transfer or encumbrance of any water rights or discharge rights, or abandon any water rights or discharge rights, or do any act or thing which would impair or cause the loss of any water rights or discharge rights.

ARTICLE 6 NEGATIVE COVENANTS

Unless otherwise agreed to in writing by CoBank, while this Agreement is in effect, the Company will not:

SECTION 6.01. Liens. Create, incur, assume, or suffer to exist any Lien on any of its properties, except:

(A) Liens in favor of other lenders; provided, however, that: (1) at the time thereof, CoBank is granted a Lien on the same assets and such Lien is shared pro rata by CoBank and such other lenders pursuant to an intercreditor agreement in form and substance reasonably satisfactory to CoBank; and (2) the instruments and documents granting and/or perfecting such Lien are in form and content reasonably satisfactory to CoBank.

(B) Liens for taxes or assessments or other governmental charges or levies if not yet due and payable or, if due and payable: (i) the Company is contesting same in good faith by appropriate proceedings; (ii) the Company has established and maintains reserves in the amount due and payable thereon (including interest and penalties); and (iii) foreclosure or other action to enforce the Lien is stayed.

(C) Liens in favor of mechanics, landlords, material suppliers, warehouses, carriers, and like Persons that secure obligations that are not past due or if due and payable: (i) the Company is contesting same in good faith by appropriate proceedings; (ii) the Company has established and maintains reserves in the amount due and payable thereon (including interest and penalties); and (iii) foreclosure or other action to enforce the Lien is stayed.

(D) Deposits and pledges under workers' compensation, unemployment insurance, Social Security, or similar legislation (other than ERISA).

(E) Deposits and pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), public and statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds, or other similar obligations, in each case arising in the ordinary course of business.

(F) Judgment and similar Liens arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed, the claims secured thereby are being actively contested in good faith and by appropriate proceedings, and reserves in the amount secured thereby (including interest and penalties) are established and maintained by the Company.
(G) Easements, rights-of-way, restrictions, and other similar encumbrances which, in the aggregate, do not materially interfere with the occupation, use, and enjoyment by the Company of the property or assets encumbered thereby in the normal course of its business or materially impair the value of the property subject thereto.

(H) Purchase money Liens on trucks and other rolling stock and the proceeds thereof to secure debt permitted under Section 6.02(E) hereof.

SECTION 6.02. Debt. Create, incur, assume, or suffer to exist, any indebtedness or liability for borrowed money or for the deferred purchase price of property or services or for letters of credit, except that, as long as the Company is and remains in compliance with Article 7 hereof, for: (A) debt of the Company to CoBank; (B) debt to the New Hampshire State Revolving Fund incurred to finance the expansion of the Company's water utility facilities; (C) debt to the Guarantor; provided, however, that such debt is subordinate to all obligations of the Company to CoBank on terms and conditions satisfactory to CoBank; (D) accounts payable to trade creditors incurred in the ordinary course of business; (E) purchase money indebtedness and capital leases in an aggregate principal amount not to exceed, at any one time outstanding, $200,000; and (F) obligations of the Company with respect to tax exempt debt obligations issued by the State of New Hampshire or any agency or department thereof in order to finance the expansion of the Company's water utility facilities.

SECTION 6.03. Sale, Transfer or Lease of Assets. Sell, transfer, lease or otherwise dispose of any of its assets except for: (A) the sale of water and wastewater services in the ordinary course of business; and (B) the sale, lease or other disposition of equipment which is: (1) obsolete, worn-out or no longer necessary for, or useful in, the provision of water and wastewater services to customers in its service territories; and (2) not occasioned by the discontinuance of service to any portion of its service territory.

SECTION 6.04. Distributions. Declare or pay, directly or indirectly, any Distribution unless after giving effect thereto: (A) no Default or Event of Default will exist (including as a result of a breach of any financial covenant set forth in Article 7 hereof); and (B) the Company will have a Total Debt to Total Capitalization Ratio of less than 65%.

SECTION 6.05. Contingent Liabilities. Assume, guarantee, endorse, or otherwise be or become directly or contingently responsible or liable for the obligations of any Person (including by means of an agreement to: (A) purchase any obligation, stock, assets, or services; (B) supply or advance any funds, assets, or services; or (C) cause any Person to maintain a minimum working capital or net worth or other financial test), except by the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business.

SECTION 6.06. Mergers, Etc. Merge or consolidate with any other Person or acquire all or a material part of the assets of any other Person, or change the jurisdiction of its formation, except for mergers or acquisitions where: (A) the Company is the surviving entity; and (B) the Person merged into the Company or whose assets were acquired was a regulated water system or a water system owned by the Guarantor.

SECTION 6.07. Change in Business, Etc. Engage in any business activities or operations substantially different from or unrelated to its present business activities or operations or make any change in the Company's name, structure, jurisdiction of formation, or organizational number (if any).
SECTION 6.08. Prepayment. While any Default or Event of Default shall have occurred and be continuing, prepay, directly or indirectly, any debt (other than debt to CoBank).

SECTION 6.09. Investments. Make any loan or advance to, or deposit any funds of the Company in, or purchase or otherwise acquire any capital stock, obligations, or other securities of, or make any capital contribution to, or otherwise invest in or acquire any interest in, any Person (including a Subsidiary), or participate as a partner or joint venturer with any other Person (collectively, "Investments"), except: (A) securities or deposits issued, guaranteed or fully insured as to payment by the United States of America or any agency thereof; (B) commercial paper of a domestic issuer rated at least "A-1" by Standard & Poor's Corporation or "P-1" by Moody's Investors Service, Inc.; and (C) intercompany loans made in accordance with the Money Pool Agreement; and (D) Investments in CoBank.

SECTION 6.10. Certain Agreements. Amend, alter, waive any provision of, breach or terminate any agreement (or accept any termination by the other party) if such action could reasonably be expected to have a Material Adverse Effect.

SECTION 6.11. Transactions with Affiliates. Enter into any transaction with an Affiliate except in the ordinary course of and pursuant to the reasonable requirements of its business and upon fair and reasonable terms no less favorable to the Company than would obtain in a comparable arm's-length transaction with a Person not an Affiliate.

ARTICLE 7
FINANCIAL COVENANTS

Unless otherwise agreed to in writing by CoBank, while this Agreement is in effect:

SECTION 7.01. Debt Service Coverage Ratio. The Company shall have for each fiscal year of the Company, a Debt Service Coverage Ratio of not less than 1.25 to 1.00.

SECTION 7.02. Total Debt to Total Capitalization Ratio. The Company shall have at the end of each fiscal year of the Company, a Total Debt to Total Capitalization Ratio of not more than .65 to 1.00.

SECTION 7.03. Fiscal Year. The Company will not change its fiscal year.

ARTICLE 8
EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" hereunder:

SECTION 8.01. Payment Default. The Company should fail to make when due any payment to CoBank hereunder, under any Promissory Note and Supplement, or under any other Loan Document.

SECTION 8.02. Representations and Warranties, Etc. Any opinion, certificate or like document furnished to CoBank by or on behalf of the Company, or any representation or warranty made or deemed made by the Company herein or in any other Loan Document, shall prove to have been false or misleading in any material respect on or as of the date furnished, made or deemed made.
SECTION 8.03. Covenants. The Company should fail to perform or comply with any covenant set forth in Article 5 hereof (other than Sections 5.01, 5.06(F) and 5.10) and such failure continues for 30 days after written notice thereof shall have been delivered to the Company by CoBank.

SECTION 8.04. Other Covenants and Agreements. The Company should fail to perform or comply with Sections 5.01, 5.06(F) or 5.10, or any other covenant or agreement contained herein or in any Promissory Note and Supplement, or shall use the proceeds of any loan for any unauthorized purpose.

SECTION 8.05. Cross Default. The Company should, after any applicable grace period, breach or be in default under the terms of any other Loan Document, any other agreement with CoBank, or any agreement with any affiliate of CoBank, including the Farm Credit Leasing Services Corporation.

SECTION 8.06. Other Indebtedness. The Company should fail to pay when due any indebtedness to any other person or entity for borrowed money or any long-term obligation for the deferred purchase price of property (including any capitalized lease), or any other event occurs which, under any agreement or instrument relating to such indebtedness or obligation, has the effect of accelerating or permitting the acceleration of such indebtedness or obligation, whether or not such indebtedness or obligation is actually accelerated or the right to accelerate is conditioned on the giving of notice, the passage of time, or otherwise.

SECTION 8.07. Judgments. A judgment, decree, or order for the payment of money shall have been rendered against the Company and either: (A) enforcement proceedings shall have been commenced; (B) a Lien having priority over any Lien of CoBank shall have been obtained; or (C) such judgment, decree, or order shall continue unsatisfied and in effect for a period of 30 consecutive days without being vacated, bonded, discharged, satisfied, or stayed pending appeal.

SECTION 8.08. Insolvency, Etc. The Company shall: (A) become insolvent or shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (B) suspend its business operations or a material part thereof; or (C) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, or other custodian for it or any of its property; or (D) have commenced against it any action or proceeding for the appointment of a trustee, receiver, or other custodian, or a trustee, receiver, or other custodian is appointed for all or any part of its property; (E) have commenced against it any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law of any jurisdiction; or (F) make an assignment for the benefit of creditors or commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law of any jurisdiction.

SECTION 8.09. Casualty or Condemnation. All or a material portion of the assets of the Company: (A) are destroyed in a casualty or like event (regardless of the cause); or (B) are actually taken in a condemnation action or proceeding or in a like proceeding or are sold or otherwise transferred in lieu thereof or pursuant to any right of any governmental authority to direct the sale of transfer thereof.

SECTION 8.10. Material Adverse Change. Any material adverse change occurs, as reasonably determined by CoBank, in the condition, financial or otherwise, operations, business or properties of the Company or in its ability to perform its obligations hereunder, under any security instrument or document, or under any other Loan Document.
SECTION 8.11. Changes in Ownership. The Company shall cease to be owned 100% by the Guarantor or 50% or more of the voting stock in the Guarantor should be acquired by a Person or a Person and one or more Affiliates of that Person.

SECTION 8.12. Guaranty, Etc. The Guaranty shall, at any time, cease to be in full force and effect, or shall be revoked or declared null and void, or the validity or enforceability thereof shall be contested by the Guarantor, or the Guarantor shall deny any further liability or obligation thereunder, or shall fail to perform its obligations thereunder, or any representation or warranty set forth therein shall be breached, or the Guarantor shall breach or be in default under the terms of any other agreement with CoBank (including any loan agreement or security agreement), or an Event of Default of the type set forth in Sections 8.06 through 8.10 hereof shall occur with respect to the Guarantor.

SECTION 8.13. PWW. The Consent and Agreement shall, at any time, cease to be in full force and effect, or shall be revoked or declared null and void, or the validity or enforceability thereof shall be contested by PWW, or PWW shall deny any further liability or obligation thereunder, or shall fail to perform its obligations thereunder, or an Event of Default of the type set forth in Sections 8.06, 8.07, 8.08, 8.09(A), or 8.10 hereof shall occur with respect to PWW, or an Event of Default of the type referred to in Sections 8.09(B) or 8.11 shall occur with respect to PWW and, in CoBank’s sole discretion, such event could have a material adverse effect on the condition, financial or otherwise, operations, business or properties of the Company or in its ability to conduct is business or perform its obligations hereunder, under any security instrument or document, or under any other Loan Document.

ARTICLE 9
REMEDIES UPON DEFAULT

SECTION 9.01. Remedies. Upon the occurrence and during the continuance of a Default or Event of Default, CoBank shall have no obligation to make any loan to the Company and may discontinue doing so at any time without prior notice. In addition, upon the occurrence and during the continuance of an Event of Default, CoBank may, upon notice to the Company:

(A) Termination and Acceleration. Terminate any commitment and declare the unpaid principal balance of the loans, all accrued interest thereon, and all other amounts payable under this Agreement, the Promissory Notes and Supplements, and all other Loan Documents to be immediately due and payable; provided, however, that upon the occurrence of an Event of Default under Section 8.08(F), any commitments shall automatically be terminated and all such amounts shall automatically become due and payable. Upon such a declaration (or automatically, as provided above), the unpaid principal balance of the loans and all such other amounts shall become immediately due and payable, without protest, presentment, demand, or further notice of any kind, all of which are hereby expressly waived by the Company.

(B) Enforcement. Proceed to protect, exercise, and enforce such rights and remedies as may be provided by this Agreement, any other Loan Document, or under Law. Each and every one of such rights and remedies shall be cumulative and may be exercised from time to time, and no failure on the part of CoBank to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude any future or other exercise thereof, or the exercise of any other right. Without limiting the foregoing, CoBank may hold and/or set off and apply against the Company’s obligations to CoBank the proceeds of any equity in CoBank and any balances held in any account maintained at CoBank (whether or not such balances are then due).
(C) Application of Funds. Apply all payments received by it to the Company’s obligations to CoBank in such order and manner as CoBank may elect in its sole discretion.

In addition to the rights and remedies set forth above and notwithstanding the terms of any Promissory Note and Supplement, upon the occurrence and during the continuance of an Event of Default, the unpaid principal balance of the loans and, to the extent permitted by Law, overdue interest, fees and other charges, shall, at CoBank’s option in each instance (and automatically following an acceleration), accrue interest at the Default Rate.

ARTICLE 10
MISCELLANEOUS

SECTION 10.01. Broken Funding Surcharge. Notwithstanding the terms of any Promissory Note and Supplement, the Company agrees to: (A) give CoBank not less than three (3) Business Days’ prior notice in the event it desires to repay any loan balance bearing interest at a fixed rate prior to the last day of the fixed rate period; and (B) pay to CoBank a broken funding surcharge in the amount set forth below in the event the Company: (1) repays any fixed rate balance prior to the last day of its fixed rate period (whether such payment is made voluntarily, as a result of an acceleration, or otherwise); (2) converts any fixed rate balance to another fixed rate or to a variable rate prior to the last day of the fixed rate period applicable to such balance; or (3) fails to borrow any fixed rate balance on the date scheduled therefor. The surcharge shall be in an amount equal to the greater of: (i) the sum of the present value of: (a) any funding losses imputed by CoBank to have been incurred as a result of such payment, conversion or failure; plus (b) a per annum yield of ½ of 1% of the amount repaid, converted or not borrowed for the period such amount was scheduled to have been outstanding at such fixed rate, or (ii) $300.00. Such surcharge shall be determined and calculated in accordance with methodology established by CoBank, a copy of which will be made available upon request. Notwithstanding the foregoing, in the event of a conflict between the provisions of this subsection and of the broken funding charge section of a forward fix agreement between CoBank and the Company, the provisions of the forward fix agreement shall control.

SECTION 10.02. Complete Agreement, Amendments, Etc. The Loan Documents are intended by the parties to be a complete and final expression of their agreement. NO AMENDMENT, MODIFICATION, OR WAIVER OF ANY PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, AND NO CONSENT TO ANY DEPARTURE BY THE COMPANY HEREFROM OR THEREFROM, SHALL BE EFFECTIVE UNLESS APPROVED BY COBANK AND CONTAINED IN A WRITING SIGNED BY OR ON BEHALF OF COBANK, AND THEN SUCH WAIVER OR CONSENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE FOR WHICH GIVEN. In the event this Agreement is amended or restated, each such amendment or restatement shall be applicable to all Promissory Notes and Supplements hereto. Each Promissory Note and Supplement shall be deemed to incorporate all of the terms and conditions of this Agreement as if fully set forth therein. Without limiting the foregoing, any capitalized term utilized in any Promissory Note and Supplement (or in any amendment to this Agreement or Promissory Note and Supplement) and not otherwise defined in the Promissory Note and Supplement (or amendment) shall have the meaning set forth herein.

SECTION 10.03. Applicable Law, Jurisdiction. Except to the extent governed by applicable federal Law, the Laws of the State of Colorado, without reference to choice of law doctrine, shall govern: (A) this Agreement and each Promissory Note and Supplement; (B) all disputes and matters between the parties to this Agreement; and (C) the rights obligations of the parties to this Agreement. The parties
agree to submit to the non-exclusive jurisdiction of any federal or state court sitting in Colorado for any action or proceeding arising out of or relating to this Agreement or any other Loan Document. The Company hereby waives any objection that it may have to any such action or proceeding on the basis of forum non-conveniens.

SECTION 10.04. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given upon delivery if personally delivered or sent by overnight mail or by facsimile or similar transmission, or three (3) days after mailing if sent by express, certified or registered mail, to the parties at the following addresses (or such other address as either party may specify by like notice):

If to CoBank, as follows:
CoBank, ACB
5500 South Quebec Street
Greenwood Village, Colorado 80111
Facsimile: (303) 740-4002
Attention: Energy & Water Group

If to the Company, as follows:
Pennichuck East Utility, Inc.
25 Manchester Street
Merrimack, New Hampshire 03054
Facsimile: (603) 913-2305
Attention: President

SECTION 10.05. Costs, Expenses, and Taxes. To the extent allowed by Law, the Company agrees to pay all reasonable out-of-pocket costs and expenses (including the fees and expenses of counsel retained by CoBank) incurred by CoBank in connection with the origination, administration, interpretation, collection, and enforcement of this Agreement and the other Loan Documents, including, without limitation, all costs and expenses incurred in perfecting, maintaining, determining the priority of, and releasing any security for the Company's obligations to CoBank, all title insurance premiums and other charges, and any stamp, intangible, transfer or like tax incurred in connection with this Agreement or any other Loan Document or the recording hereof or thereof.

SECTION 10.06. Effectiveness and Severability. This Agreement shall continue in effect until: (A) all indebtedness and obligations of the Company under this Agreement and the other Loan Documents shall have been paid or satisfied; (B) CoBank has no commitment to extend credit to or for the account of the Company under any Promissory Note and Supplement; (C) all Promissory Notes and Supplements shall have been terminated; and (D) either party sends written notice to the other party terminating this Agreement. Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof.

SECTION 10.07. Other Types of Credit. From time to time, CoBank may issue letters of credit or extend other types of credit to or for the account of the Company. In the event the parties desire to do so under the terms of this Agreement, then the agreement of the parties with respect thereto may be set forth in a Promissory Note and Supplement to this Agreement and this Agreement shall be applicable thereto as if such letters of credit or other types of credit were loans.

SECTION 10.08. Indemnification. The Company agrees to indemnify, defend and hold harmless CoBank, its participants, and its and their respective officers, directors, shareholders, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, obligations, liabilities, losses, damages, injuries (to persons or property), penalties, actions, suits, judgments, costs and expenses (including reasonable attorney's fees) of whatever kind or nature, whether or not well founded, meritorious or unmeritorious, which are demanded, asserted or claimed against any such Indemnitee in any way relating to, or arising out of, or in connection with this Agreement or the other Loan Documents, including: (A) all claims arising in connection with the release, presence, removal, and
disposal of all Hazardous Materials located on any property of the Company; (B) any claims, suits, or liabilities against the Company; and (C) the failure to pay any taxes as and when due. The foregoing indemnities shall not apply with respect to an Indemnitee to the extent arising as a result of the gross negligence or willful misconduct of such Indemnitee. The indemnification provided for hereunder shall survive the termination of this Agreement.

SECTION 10.09. [Intentionally Omitted]

SECTION 10.10. Patriot Act Notice. CoBank hereby notifies the Company that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the “Patriot Act”), it and its affiliates are required to obtain, verify and record information that identifies the Company, which information includes the name, address, tax identification number and other information regarding the Company that will allow CoBank to identify the Company in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for CoBank and its affiliates.

SECTION 10.11. Counterparts; Electronic Delivery. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. In addition, if agreeable to CoBank, signature pages may be delivered by facsimile.

SECTION 10.12. Successors and Assigns. This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of the Company and CoBank and their respective successors and assigns, except that the Company may not assign or transfer its rights or obligations under this Agreement or the other Loan Documents without the prior written consent of CoBank. CoBank may sell or assign its rights and obligations hereunder and under the other Loan Documents or may sell participations in its rights and obligations hereunder and under the Loan Documents to any Person, and, in connection therewith, disclose financial and other information on the Company and its Affiliates. Patronage distributions in the event of a sale shall be governed by CoBank’s bylaws and capital plan (as each may be amended from time to time). A sale of a participation interest may include certain voting rights of the participants regarding the loans hereunder (including without limitation the administration, servicing and enforcement thereof). CoBank agrees to give written notification to the Company of any sale hereunder.

SECTION 10.13. Headings. Captions and headings used in this Agreement are for reference and convenience of the parties only, and shall not constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date shown above.

CoBANK, ACB

By: 

Assistant Corporate Secretary

Irene Matlin

PENNICHUCK EAST UTILITY, INC.

By: Donald J. Ware

Title: President - Regulated Utilities

16
EXHIBIT A

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions. As used in the Agreement, any amendment thereto, or in any Promissory Note and Supplement, the following terms shall have the following meanings:

Affiliate shall mean any Person: (1) which directly or indirectly controls, or is controlled by, or is under common control with, the Company; (2) which directly or indirectly beneficially owns or holds five percent (5%) or more of any class of voting stock of, or other interests in, the Company; or (3) five percent (5%) or more of the voting stock of, or other interest in, which is directly or indirectly beneficially owned or held by the Company. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Agreement shall mean this Master Loan Agreement.

Business Day means any day other than a Saturday, Sunday, or other day on which CoBank or any of the Federal Reserve Banks are closed for business.

Capital Lease shall mean a lease which should be capitalized on the books of the lessee in accordance with GAAP.

CoBank shall mean CoBank, ACB and its successors and assigns.

CoBank Base Rate shall mean the rate of interest established by CoBank from time to time as its CoBank Base Rate, which rate is intended to be a reference rate and not its lowest rate. The CoBank Base Rate shall change on the date established by CoBank as the effective date of each such change.

Company shall have the meaning set forth in the introductory paragraph of the Agreement.

Consent and Agreement shall have the meaning set forth in Section 3.01(C) hereof.

Debt Service Coverage Ratio shall mean the ratio of: (1) net income (after taxes and after eliminating any gain or loss on sale of assets or other extraordinary gain or loss) plus depreciation expense, amortization expense, and interest expense, minus non-cash patronage, and non-cash income from subsidiaries and/or joint ventures; to (2) all principal payments due within the period on all Long-Term Debt plus interest expense (all as calculated on a consolidated basis for the applicable fiscal year in accordance with GAAP consistently applied or the appropriate standards of the regulatory agency having jurisdiction over the Company.

Default shall mean the occurrence of any event which with the giving of notice or the passage of time or the occurrence of any other condition would become an Event of Default under the Agreement, including the occurrence of an event giving rise to the right to accelerate any indebtedness referred to in Section 8.06 of the Agreement (whether or not such right is conditioned upon the giving of notice and/or the passage of time and/or the occurrence of any other condition).
**Default Rate** shall mean: (1) in the case of principal, 4% per annum in excess of the rate(s) that would otherwise be in effect on the loans under the Promissory Notes and Supplements; and (2) in the case of overdue interest, fees and other charges, 4% per annum in excess of the CoBank Base Rate, as in effect from time to time.

**Distribution** shall mean the payment of any dividend or distribution of any kind to its shareholders or other owners, whether in cash, assets, obligations or otherwise, and whether paid directly or indirectly, such as by a reduction in or a rebate of rates or the purchase or redemption of any equity or other securities or interests in the Company, or the purchase of any assets or services for a price that exceeds the fair market value thereof.

**Dollars and the sign “$”** shall mean lawful money of the United States of America.

**Enforcement Action** shall mean a formal judicial or administrative proceeding filed by any governmental authority to enforce any Law.

**ERISA** shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations and published interpretations thereof.

**ERISA Plans** shall have the meaning set forth in Section 4.10 of the Agreement.

**Event of Default** shall mean any of the events specified in Article 8 of the Agreement and any event specified in any Promissory Note and Supplement or other Loan Document as an Event of Default.

**Financial Statements** shall mean: (1) in the case of the initial Promissory Note(s) and Supplement(s) to the Agreement, the financial statements furnished to CoBank in connection with the initial Promissory Note(s) and Supplement(s); and (2) in the case of each other Promissory Note and Supplement to the Agreement, the most recent annual financial statements furnished to CoBank pursuant to Sections 5.06(A) of the Agreement.

**GAAP** shall mean generally accepted accounting principles in the United States.

**Guarantor** shall have the meaning set forth in Section 2.04(B) hereof.

**Guaranty** shall have the meaning set forth in Section 2.04(B) hereof.

**Indemnitees** shall have the meaning set forth in Section 10.08 hereof.

**Investments** shall have the meaning set forth in Section 6.09 of the Agreement.

**Laws** shall mean all laws, rules, regulations, codes, orders and the like.

**Lien** shall mean any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement, charge or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement).
**Loan Documents** shall mean this Agreement, all Promissory Notes and Supplements, and all instruments or documents relating to this Agreement or the Promissory Notes and Supplements, including, without limitation, all applications, certificates, opinions of counsel, mortgages, deeds of trust, security agreements, guaranties, interest rate risk management agreements (including the ISDA 2002 Master Agreement and all schedules thereto), and pledge agreements.

**Long-Term Debt** shall mean for the Company on a consolidated basis the sum of (a) all indebtedness for borrowed money, (b) obligations which are evidenced by notes, bonds, debentures or similar instruments, (c) that portion of obligations with respect to capital leases or other capitalized agreements that are properly classified as a liability on the balance sheet in conformity with GAAP or which are treated as operating leases under regulations applicable to them but which otherwise would be required to be capitalized under GAAP, and (d) indebtedness or obligations guaranteed by the Company or secured by any Lien on any property of the Company, in each case having a maturity of more than one year from the date of its creation or having a maturity within one year from such date but that is renewable or extendible, at the Company’s option, to a date more than one year from such date or that arises under a revolving credit or similar agreement that obligates the lender(s) to extend credit during a period of more than one year from such date, including all current maturities in respect of such indebtedness whether or not required to be paid within one year from the date of its creation.

**Material Adverse Effect** shall mean a material adverse effect on the condition, financial or otherwise, operations, properties, margins or business of the Company or any Subsidiary or on the ability of the Company or any Subsidiary to perform its obligations under the Loan Documents.

**Money Pool Agreement** shall mean that certain Money Pool Agreement dated as of January 1, 2006, among the Guarantor, the Company, PWW, and other affiliates of the Guarantor.

**Net Worth** shall mean the difference between total assets less total liabilities (both as determined on a consolidated basis in accordance with GAAP consistently applied or the appropriate standards of the regulatory agency having jurisdiction over the Company).

**Person** shall mean an individual, partnership, limited liability company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

**Promissory Note and Supplement** shall have the meaning set forth in Section 2.01 of the Agreement.

**PWW** shall have the meaning set forth in Section 3.01(C) hereof.

**Subsidiary** shall mean, as to the Company, a corporation, partnership, limited liability company, joint venture, or other Person of which shares of stock or other equity interests having ordinary voting power to elect a majority of the board of directors or other managers of such corporation, partnership, limited liability company, joint venture, or other Person are at the time owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by the Company.
Total Capitalization shall mean Total Debt plus Net Worth; except that in determining Total Capitalization, contributions in aid of construction, advances for construction, customer deposits, or similar items reducing rate base calculations shall be excluded.

Total Debt shall mean for the Company on a consolidated basis the sum of the following as of the end of the fiscal year: (a) all indebtedness for borrowed money or for the deferred purchase price of property or services (other than accounts payable to trade creditors incurred in the ordinary course of business), (b) obligations which are evidenced by notes, bonds, debentures or similar instruments, (c) that portion of obligations with respect to Capital Leases or other capitalized agreements that are properly classified as a liability on the balance sheet in conformity with GAAP or which are treated as operating leases under regulations applicable to them but which otherwise would be required to be capitalized under GAAP; (d) debt secured by a Lien on any assets of the Company or its Subsidiaries (whether or not the debt has been assumed); and (e) all obligations guaranteed by the Company or any Subsidiary.

Total Debt to Capitalization Ratio shall mean a ratio of Total Debt at the end of the fiscal year to Total Capitalization at the end of the fiscal year.

SECTION 1.02 Rules of Interpretation. The following rules of interpretation shall apply to the Agreement, all Promissory Notes and Supplements, and all amendments to either of the foregoing:

Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

Number. All terms stated in the singular shall include the plural, and all terms stated in the plural shall include the singular.

Including. The term "including" shall mean including, but not limited to.

Default. The expression "while any Default or Event of Default shall have occurred and be continuing" (or like expression) shall be deemed to include the period following any acceleration of the obligations (unless such acceleration is rescinded).

Permitted Encumbrances. CoBank's consent to the Company having one or more Liens on all or any portion of its assets, shall not be construed to be an agreement to subordinate its Lien on those assets to the extent that such Lien is not otherwise entitled to priority under Law.
COMPLIANCE CERTIFICATE

TO: COBANK, ACB

FROM: PENNICHUCK EAST UTILITY, INC.

DATE: ________________, 20__

SUBJECT: COMPLIANCE CERTIFICATE FOR FISCAL PERIOD ENDING ON ________________, 20__

Reference is hereby made to that certain Master Loan Agreement dated as of February 9, 2010 (the "Credit Agreement"), between PENNICHUCK EAST UTILITY, INC. (the "Company") and COBANK, ACB ("Lender"). Capitalized terms used in this certificate and not defined herein shall have the meanings given to those terms in the Credit Agreement.

I am the ____________________________1 of the Company and am furnishing this Certificate to you pursuant to Section 5.06(C) of the Credit Agreement.

Attached hereto are the annual financial statements required by Section 5.06(A) of the Credit Agreement. The undersigned hereby certifies that the annual financial statements present fairly, in all material respects, the financial conditions and results of operations of the Company in accordance with GAAP consistently applied (or the appropriate standards of the regulatory agency having jurisdiction over the Company, if any).

In addition to the above, attached hereto is a certificate calculating the financial covenants set forth in Article 7 of the Credit Agreement. The undersigned hereby certifies that the financial covenants were calculated in a manner consistent with the requirements of the Credit Agreement.

I hereby certify that a review in reasonable detail of the activities of Company during the period covered by the financial statements attached hereto has been made or caused to be made under my supervision and that [please check one of the following boxes and, if the second box is checked, complete the information required thereunder]:

[ ] Such review has not disclosed the existence during or at the end of the period covered by the financial statements of any condition or event which constitutes a Default or an Event of Default;

[ ] Such review has disclosed the existence of the following Default(s) and/or Event(s) of Default [specify the nature and period of existence thereof and what action the Company has taken, is taking and proposes to take with respect thereto]: ___________________________________________.

______________________________
(Signature)

______________________________
(Print Name)

Chief Financial Officer
(Title)

1 Must be from the Chief Financial Officer
PENNICHUCK EAST UTILITY, INC.

FINANCIAL COVENANT CERTIFICATE

For fiscal year ending on ____________

The undersigned hereby certifies to COBANK, ACB that set forth below are: (1) the financial ratios that the Company was required to achieve for the fiscal year end covered by this Certificate; and (2) the actual results achieved by the Company:

<table>
<thead>
<tr>
<th>RATIO</th>
<th>Required</th>
<th>Achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Coverage Ratio:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• net income (after taxes and after eliminating any gain or loss on sale of assets or other extraordinary gain or loss): $__________________</td>
<td>1.25 to 1.00</td>
<td></td>
</tr>
<tr>
<td>• plus depreciation expense: $__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• plus amortization expense: $__________</td>
<td></td>
<td></td>
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<tr>
<td>• plus interest expense: $__________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• minus non-cash income from subsidiaries and/or joint ventures: ($__________)</td>
<td></td>
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</tr>
<tr>
<td>• divided by the sum of: all principal payments due within the period on all Long-Term Debt $__________ plus interest expense: $__________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Ratio of Total Debt to Total Capitalization:                        |                |              |
| • Total Debt at end of year: $__________                            | Not greater than 0.65 to 1.00 |
| • Net Worth at end of year: $__________                             |                |              |

All of the above ratios were calculated in accordance with the terms of the Master Loan Agreement.

PENNICHUCK EAST UTILITY, INC.

By: ____________________________

Its: Chief Financial Officer
FIRST AMENDMENT TO
MASTER LOAN AGREEMENT

THIS FIRST AMENDMENT TO MASTER LOAN AGREEMENT (this "Agreement") is entered into as of April 25, 2018, between PENNICHUCK EAST UTILITY INC. a New Hampshire corporation (the "Company"), and CoBANK, ACB, a federally chartered instrumentality of the United States ("CoBank").

BACKGROUND

CoBank and the Company are parties to a Master Loan Agreement dated as of February 9, 2010 (the "Master Loan Agreement"). The parties now desire to amend the Master Loan Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and CoBank agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not defined herein shall have the meanings given to those terms in the Master Loan Agreement.

SECTION 2. Amendment to Debt Service Coverage Ratio. The first sentence of Section 7.01 of the Master Loan Agreement is hereby amended and restated to read as follows:

The Company shall have for each fiscal year of the Company, a Debt Service Coverage Ratio of not less than 1.10 to 1.00.

SECTION 3. Representations and Warranties. To induce CoBank to enter into this Amendment, the Company represents and warrants that: (A) no consent, permission, authorization, order or license of any governmental authority or of any party to any agreement to which the Company is a party or by which it or any of its property may be bound or affected, is necessary in connection with the execution, delivery, performance or enforcement of this Amendment; (B) the Company is in compliance with all of the terms of the Loan Documents, and no Default or Event of Default exists; and (C) this Amendment has been duly authorized, executed and delivered by the Company, and creates legal, valid, and binding obligations of the Company which are enforceable in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar Laws affecting the rights of creditors generally.

SECTION 4. Confirmation. Except as amended hereby, the Master Loan Agreement shall remain in full force and effect as written.

SECTION 5. Counterparts and Electronic Delivery. This Amendment may be executed in counterparts (and by different parties in different counterparts), each of which shall constitute an original, and all of which when taken together shall constitute a single agreement. In addition, this Amendment may be delivered by electronic means.

(Signature Page(s) Follow)
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers as of the date shown above.

CoBANK, ACB
By: __________________________
Title: _________________________

PENNICHUCK EAST UTILITY INC.
By: __________________________
Title: _________________________

(First Amendment to Master Loan Agreement)
CONSENT, AGREEMENT, AND AUTHORIZATION

THIS CONSENT, AGREEMENT, AND AUTHORIZATION (this “Agreement”) is entered into as of April 25, 2018, by and between PENNICHUCK CORPORATION, a New Hampshire corporation (hereinafter referred to as the “Guarantor”), PENNICHUCK WATER WORKS, INC., a New Hampshire corporation (“Water Works”), and CoBANK, ACB, a federally chartered instrumentality of the United States (hereinafter referred to as "CoBank").

BACKGROUND

The Guarantor is a party to that certain Guarantee of Payment (Continuing) dated as of February 9, 2010 (the “Guaranty”). Capitalized terms used in this Agreement and not defined herein shall have the meanings given to those terms in the Guaranty. Pursuant to the Guaranty, the Guarantor guaranteed all Guaranteed Obligations of the Company, including, without limitation, loans which CoBank may from time to time make to the Company.

Water Works is a party to that certain Consent and Agreement dated as of February 9, 2010 (the “2010 Consent and Agreement”). Pursuant to the 2010 Consent and Agreement, Water Works agreed to provide certain services while the Company is indebted to CoBank.

The Company has asked CoBank to make additional loans to the Company in an amount up to $3,500,000 for the purpose of financing capital expenditures and other corporate needs (the “New Loans”). On certain conditions, CoBank has agreed to make the New Loans to the Company. One of those conditions is that the Guarantor and Water Works enter into this Agreement and the City of Nashua, New Hampshire authorize this Agreement.

NOW, THEREFORE, to induce CoBank to make the New Loans to the Company, and for good and valuable other consideration, the receipt and sufficiency of which is hereby acknowledged:

SECTION 1. The Guarantor. The Guarantor hereby agrees and acknowledges that: (1) the New Loans and all obligations arising in connection therewith (including, without limitation, the obligation to pay interest thereon and any fees and surcharges arising in connection therewith), as such obligations may be extended, refinanced or otherwise modified from time to time, constitute “Guaranteed Obligations” (as such term is defined in the Guaranty); (2) all instruments and documents executed in connection with the New Loans (as each may be amended or restated from time to time), constitute “Loan Documents” (as such term is defined in the Guaranty); and (3) without limiting the other provisions of the Guaranty, Section 3 of the Guaranty shall be applicable thereto. This Agreement shall be deemed to supplement the Guaranty.

SECTION 2. Water Works. Water Works hereby agrees and acknowledges that: (1) the New Loans and all obligations arising in connection therewith (including, without limitation, the obligation to pay interest thereon and any fees and surcharges arising in connection therewith), as such obligations may be extended, refinanced or otherwise modified from time to time, constitute indebtedness of the Company to CoBank within the meaning of the 2010 Consent and Agreement; and (2) without limiting the other provisions of the 2010 Consent and Agreement, Section 7 of the 2010 Consent and Agreement shall be applicable thereto.

SECTION 3. Miscellaneous. This Agreement is intended by the parties to be a complete and final expression of their agreement. No amendment, waiver or modification of any provision of this Agreement shall be binding unless contained in a writing signed by CoBank. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to the principles of conflict of laws.
SECTION 4. Counterparts and Electronic Delivery. This Agreement may be executed in counterparts (and by different parties in different counterparts), each of which shall constitute an original, and all of which when taken together shall constitute a single agreement. In addition, this Agreement may be delivered by electronic means.

[Signatures on Next Page(s)]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date shown above by its duly authorized officers.

PENNICHUCK CORPORATION

By: ____________________________

Name: __________________________

Title: __________________________

PENNICHUCK WATER WORKS, INC.

By: ____________________________

Name: __________________________

Title: __________________________

COBANK, ACB

By: ____________________________

Name: __________________________

Title: __________________________

PURSUANT TO ARTICLE IX OF THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF PENNICHUCK CORPORATION, THE CITY OF NASHUA, NEW HAMPSHIRE HEREBY AUTHORIZES THIS AGREEMENT AS OF THE DATE SHOWN ABOVE:

CITY OF NASHUA, NEW HAMPSHIRE

By: ____________________________

Name: __________________________

Title: __________________________

[Signature Page to Consent, Agreement, and Authorization]
Attached please find communications received from the public as follows:

From: Beth Scaer, 111 East Hobart Street, Nashua, NH
Re: Budget

From: Wayne P. Saya, Sr., 9 Casco Drive, Suite A, Nashua, NH
Re: Masks

From: Gary S. Miliefsky, fmDHS, 254 Daniel Webster Highway, Unit 1 #8224, Nashua, NH
Re: Masks

From: John Cawthon, 8 Troon Circle, Nashua, NH
Re: Masks

From: Lynn Hanks, 44 Gillis Street, Unit B, Nashua, NH
Re: Masks

From: John Cawthon, 8 Troon Circle, Nashua, NH
Re: Masks

From: Joseph Taylor, 14 Douglas Avenue, Nashua, NH
Re: Masks

From: Michael Gagnon, 22 Cherokee Avenue, Nashua, NH
Re: Masks
From: John Roche, 12 Meadowview Circle, Nashua, NH
Re: Masks

From: Beth Scaer, 111 East Hobart Street, Nashua, NH
Re: Budget

From: Luke Guertler, 2 Morse Street, Nashua, NH
Re: Multiple Issues

From: Mark Gallant, 43 Pemberton Road, Nashua, NH
Re: Property Taxes

From: Robert Hasseltine, 3 Crown Street, Nashua, NH
Re: School Street parking lot
CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Please make this email part of community comment at the next Board of Aldermen meeting.

I called into the public hearing on the city budget and asked about the Arlington Street Community Center, which I was told had a cost of $82,900 for a director. Earlier in the meeting, the Mayor assured me that necessary cuts had been made to the budget. However, the very next day, the Arlington Street Community Center announced that they will be closed for the summer and all their activities will be virtual.

The kids of Nashua have all the online programming they will ever need. They don't need virtual programming from a closed community center. With the uncertainty of businesses and homeowners being able to pay their property taxes and a potentially serious shortfall hanging over our heads, a staff member for a closed community center is exactly what needs to be cut from the budget. Please cut it. We can't afford it.

Beth Scaer
111 East Hobart Street
CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

NASHUA, NEW HAMPSHIRE
Covid-19 Emergency Measure No. 4

REQUEST FOR WAIVER ON FACE MASK REQUIREMENTS

Dear Mayor Donchess and the Nashua Board of Alderman:

On May 20th, 2020, the Nashua Board of Alderman passed a regulation that was not codified into law, entitled: “Relative To Face Coverings”.

I have had and recovered from a Coronavirus, known as COVID-19, about six weeks ago. Recently, I tested negative for COVID-19 at the Massachusetts General Hospital, and current medical evidence does not support becoming infected a second time. In addition, the CDC advises there is no medical or scientific evidence that indicates I can infect anyone, where I now contain the antibodies in my system.

I am now semi-retired, but within my previous occupation, I specialized and am considered an expert on buildings and in the health and safety of the inhabitants of buildings, which include the containment of infectious diseases through the operation of a building’s systems and the built environment. So as not to bore you with a 45-year old resumé, in 2016 my expertise was acknowledged by the 114th Congress of the United States, US Senate—First Session, July 29, 2015, Vol 161, No 121.

Since my COVID-19 recovery, because there is no medical evidence showing that I can contaminate or be contaminated from the COVID-19 virus, I have enjoyed the freedoms of not having to wear any face covering for the past five-plus weeks.

However, there is substantial evidence that buildings and facilities such as supermarkets, large department stores, restaurants, etc., do not provide 100% fresh air, but actually incorporate ventilation systems under the Nashua building code; that requires a return of about 75% of the air back into the occupied space after it has been heated or cooled. Because of this typical engineering design, even within your City Hall, face masks without eye protection is useless, because a person’s eye’s can receive a bacterium or viral infection particulates just as effective as breathing it in, and these facial areas (eyes, nose, and mouth) can introduce any germs into a person’s system.

I have been in a number of these stores and eateries the past few days and I have recognized that a minor number of other patrons too have not worn face-coverings. I believe this confusion may be based upon the City of Nashua’s action of non-codifying the new face mask regulation, where there are a number of people like me that frankly cannot benefit from such a regulation or harm anyone from our recovered condition. A confusing situation where no exemption is provided.
I am not blanketly ignoring the City of Nashua FACE MASK REQUIREMENTS for no good reason, and I am not an activist by any stretch. I have not been wearing any face-covering because medical science does not support this requirement in my case, and because of the freedoms I enjoy under both the New Hampshire Constitution as well as the U.S. Constitution. I enjoy living in this “Live Free or Die” State. I also appreciate your concerns for the health and safety of Nashua citizens.

I have been a resident of Nashua for close to thirty-years, raised two children within the Nashua school system, one of which was born at the Southern NH Hospital and later graduated the U.S. Naval Academy, Annapolis in 2017. As you may be aware, I have always tried to provide a good working relationship with your building and fire departments, especially during last year’s controversies at the Radisson Hotel off of exit 1. Although my work with the federal government’s OSHA had this facility fined with a significant penalty, it was never my intention to harm this establishment. I care deeply for my fellow Nashua neighbors. I just think at the end of the day, Radisson chose profit over the health and safety of their people. All of my career I have been a strong proponent of health and safety, and I hope you believe that.

For the reasons I have explained above, I would like the City of Nashua to provide for me with a mechanism for exemption on the above face mask requirements.

Sincerely &
Respectfully submitted,

Wayne P. Saya, Sr.
9 Casco Drive, Suite A
Nashua, New Hampshire 03062
571-220-3344 mobile
www.linkedin.com/in/waynepsaya
May 28, 2020

Board of Aldermen
City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3030

Dear Board of Aldermen,

It is my belief that your ordinance O-20-018 is illegal. Ordering Citizens and visitors in Nashua, NH, USA, to wear face masks, including options such as bandanas and scarves and making it punishable for not complying, by fines up to $1,000 USD is, on its face, illegal. Also, it has a deleterious effect on the citizens, leads to the loss of business and may violate many state and federal laws.

Of the many various State and Federal Laws you may be in violation of the following:

**OSHA:** Your plan is not OSHA-compliant, there has been no OSHA training by state and city retailers and employers in regard to wearing masks, with the exception of our local hospitals. Enforcing this plan means you are purposefully and willfully violating OSHA. The Respiratory Protection Standard (1910.134) is usually one of the top 10 most frequently cited standards following inspections of workplaces by OSHA. **YOUR VIOLATION OF OSHA IS A FEDERAL CRIME YOU ARE WILLFULLY COMMITTING.** See: [https://www.osha.gov/SLTC/respiratoryprotection/enforcement.html](https://www.osha.gov/SLTC/respiratoryprotection/enforcement.html)

**ADA:** you are forcing – a discrimination scenario against Americans With Disabilities Act (ADA) – each of you may be fined up to $75,000 for your first action that violates ADA. This is your first action. Second actions are $150,000 fines; **THIS IS A FEDERAL CRIME YOU ARE WILLFULLY COMMITTING.** See: [https://www.ada.gov/index.html](https://www.ada.gov/index.html)

**FIRST AMENDMENT, US CONSTITUTION:** Freedom of expression cannot be suppressed or limited in any way. Muffling a voice, forcing the covering against the will of a citizen for freedom of their facial expression, even reducing their ability to breath and speak properly is a hindrance and violation. See: [https://www.mtsu.edu/first-amendment/article/1169/anti-mask-laws](https://www.mtsu.edu/first-amendment/article/1169/anti-mask-laws)

**FREEDOM OF MOVEMENT:** Our Founding Fathers believed this so sacrosanct a right, yet you are creating restrictions against it, including across state lines. Businesses will continue to close due to lack of restricted visitors and tourism, many will avoid Nashua like the plague you will make it – unemployment, homelessness, business foreclosure – all lost American dreams created by restrictions of movement. See: [https://en.wikipedia.org/wiki/Freedom_of_movement_under_United_States_law](https://en.wikipedia.org/wiki/Freedom_of_movement_under_United_States_law)
DEPRIVATION OF RIGHTS UNDER COLOR OF LAW: The US Department of Justice. Section 242 of Title 18 makes it a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the United States. For the purpose of Section 242, acts under "color of law" include acts not only done by federal, state, or local officials within their lawful authority, but also acts done beyond the bounds of that official's lawful authority, if the acts are done while the official is purporting to or pretending to act in the performance of his/her official duties. Persons acting under color of law within the meaning of this statute include police officers, prisons guards and other law enforcement officials, as well as judges, care providers in public health facilities, and others who are acting as public officials. It is not necessary that the crime be motivated by animus toward the race, color, religion, sex, handicap, familial status or national origin of the victim.

The offense is punishable by a range of imprisonment up to a life term, or the death penalty, depending upon the circumstances of the crime, and the resulting injury, if any. See: https://www.justice.gov/crt/deprivation-rights-under-color-law

You may very well become the litmus test for the 'new normal', where government officials, city and town mayors begin to realize that an Oath must be taken seriously, that our Laws are sacrosanct and that we may politely ask the sick to self-quarantine or consider new guidelines ie polite suggestions not ordinances and related fines; that you may never violate the US Constitution or the Bill of Rights for any reason - a cold, a flu, a pandemic or otherwise.

If in fact you elect not to rescind your ordinance, by Thursday, June 4, 2020, I will refer this matter to Attorney Timothy Goulden of Nashua, NH to look into for any legal recourse, on both a state and federal level.

Delivered without a mask, while I continue to Live Free or Die. I swore an Oath to the US Constitution and I shall continue to honor it, did you and will you?

Very truly yours,

Gary S. Miliefsky

Gary S. Miliefsky, fmDHS
254 Daniel Webster Hwy Unit 1, #8224
Nashua, NH 03060-8224
me@gervmiliefsky.com

Cc: Attorney Timothy Goulden, Esq.
253 Main St, Nashua, NH 03060
Phone: (603) 582-0197
timothyeculdenlaw@yahoo.com

P.S. SEE ATTACHMENT, UNREFUTABLE HEALTH CARE FACTS RELATED TO COVID-19 BASED ON SEVEN MONTHS OF RESEARCH, WITH SOURCES
EXHIBIT A: HEALTH CARE FACTS RELATED TO COVID-19

LOW OR NO TRACES OF VITAMIN D FOUND IN THOSE DYING OF COVID-19

Those that have died and had their blood tested, it was found to be extremely deficient in Vitamin D. [https://www.sciencedaily.com/releases/2020/05/200507121353.htm](https://www.sciencedaily.com/releases/2020/05/200507121353.htm)

New Hampshire has one of the largest organic suppliers of Vitamin D, MegaFood, yet instead of sourcing this for the elderly and at risk, you demand masks and ventilators.

HEALTHY PEOPLE DON’T NEED TO WEAR MASKS

New guidance from the World Health Organization released on Monday says healthy people don’t need to wear face masks and that doing so won't provide added protection from the coronavirus. See: [https://www.facebook.com/watch/?v=218000772914341](https://www.facebook.com/watch/?v=218000772914341) and [https://www.businessinsider.com/who-no-need-for-healthy-people-to-wear-face-masks-2020-4](https://www.businessinsider.com/who-no-need-for-healthy-people-to-wear-face-masks-2020-4)

There's some evidence that caretakers of infected people can protect their health by wearing masks, the WHO guidance said, but "there is currently no evidence that wearing a mask (whether medical or other types) by healthy persons in the wider community setting, including universal community masking, can prevent them from infection with respiratory viruses, including COVID-19."

MASKS AND BANDANAS ONLY REDUCE BLOOD-OXYGEN SUPPLY

The average filtration of the hard to get N95 mask is .3 microns, while the size of COVID-19 is .012 microns. It's like putting up a chain link fence to keep out Mosquitos. See: [https://www.health.com/condition/infectious-diseases/coronavirus/does-wearing-face-mask-increase-co2-levels](https://www.health.com/condition/infectious-diseases/coronavirus/does-wearing-face-mask-increase-co2-levels)

THE AVERAGE AGE OF SOMEONE DYING FROM COVID-19 IS 82 YEARS OLD

According to the CDC, the average age of someone dying from COVID-19 is 82 years. The average life span of an American is 80 years. [https://data.cdc.gov/NCHS/Provisional-COVID-19-Death-Counts-by-Sex-Age-and-S/9bhg-hcuk](https://data.cdc.gov/NCHS/Provisional-COVID-19-Death-Counts-by-Sex-Age-and-S/9bhg-hcuk)

UNMASKED SUNLIGHT KILLS COVID-19 AND SO DOES UV RADIATION

According to the Director of the US DHS Science and Technology Directorate, COVID-19 dies in sunlight in 90 seconds or less. Ultraviolet lights kill COVID-19 equally fast.

Most honest reporting Doctors have admitted that Hydroxycholoroquine, Zinc and Zpaks if administered early enough in the onset of signs of a COVID-19 infection, have an over 90% recovery rate, whereas Intubation (ie ventilation) has only a 12% recovery rate (ie

MASK OVER USE IS ALREADY CREATING MASSIVE BIOHAZARDS AND OCEAN TRASH

Trash from overuse of masks are already damaging the oceans. In Nashua, masks and gloves are left all over parking lots of retailers, now. See: https://www.independent.co.uk/news/coronavirus-masks-gloves-oceans-pollution-waste-a9469471.html and https://www.energylivenews.com/2020/03/17/coronavirus-face-masks-could-have-a-devastating-effect-on-the-environment/

LOCKDOWN – STAY AT HOME – SOCIAL DISTANCE = > DEATHS

A wave of new research suggests social separation is bad for us. Individuals with less social connection have disrupted sleep patterns, altered immune systems, more inflammation and higher levels of stress hormones. One recent study found that isolation increases the risk of heart disease by 29 percent and stroke by 32 percent.

Another analysis that pooled data from 70 studies and 3.4 million people found that socially isolated individuals had a 30 percent higher risk of dying in the next seven years, and that this effect was largest in middle age.

Loneliness can accelerate cognitive decline in older adults, and isolated individuals are twice as likely to die prematurely as those with more robust social interactions. These effects start early: Socially isolated children have significantly poorer health 20 years later, even after controlling for other factors. All told, loneliness is as important a risk factor for early death as obesity and smoking.

UNEMPLOYMENT AND SMALL BUSINESS CLOSINGS IN OUR STATE

185,000 in NH are out of work, not because of COVID-19, because of LOCKDOWN. No one seems to get sick at Home Depot, Loews, Walmart or the State Liquor store yet they cannot peacefully assemble in their Churches in Nashua – is Covid-19 that smart that it discriminates against God fearing citizens?

WHO SAYS MILLIONS TO DIE BECAUSE OF LOCKDOWNS – NOT COVID-19

ACCORDING TO THE WORLD HEALTH ORGANIZATION, OVER 265,000,000 WILL DIE WORLDWIDE DUE TO THE HEALTH AND LOGISTICS AND STARVATION ISSUES FROM LOCKDOWN, NOT FROM COVID-19. See: https://www.washingtonpost.com/world/hunger-could-be-more-deadly-than-coronavirus-in-poorer-countries/2020/05/14/32fd3f9a-8bd3-11ea-80df-d24b55a568ae_story.html

'Quarantine' is when you restrict the movement of sick people.
'Tyranny' is when you restrict the movement of healthy people.
From: johncaw@myfairpoint.net  
Sent: Wednesday, May 27, 2020 9:08 PM  
To: Graham, Donna; Board of Aldermen; Mayor's Office Email  
Subject: Mask Mandate - Now a police state

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Hello All,

I write you yesterday concerning the mask mandate and asking that you re-consider and rescind it as the science does not support it.
Today, Nashua PD was in the Market Basket located at 261 Daniel Webster Hwy, walking down each aisle, confronting citizens and threatening them with a $1000 fine unless they wore a mask properly.
Way to go. Those of you that supported this mandate have created a police state where going to the grocery store now involves intimidation from local law enforcement.

At a minimum, anyone of you with a conscience should insist that "most highly trained and respected" law enforcement entity in New Hampshire, put their efforts towards real crimes, not mask violations.
If you are going to condone this, which still in not right, plain clothes code enforcement folks from the health dept should be doing what the NPD was doing today.

Sad day for Nashua, sad day for America and a very, very sad day for the Nashua taxpayers.
When the city is sued, and rightfully so, for violating the civil rights of it's citizens, it is the tax payers that you represent, that will foot the bill.

Please remember that.

Regards,

John Cawthron
8 Troon Circle
Nashua, NH
Contact Board of Alderman

First Name  Lynn
Last Name   Hanks
Address     44 Gillis Street, Unit B
City        Nashua
State       NH
Zip Code    03060
Phone Number 603-459-5226
Email Address uryourdestiny@gmail.com
Comments  Good Afternoon, Just want to say as a Nashua taxpayer, I did not go to any stores this past weekend other than groceries. I feel the lock-down in Nashua is over the top, and I am not a believer that healthy people need to wear masks. How long are we going to live in fear, and have these restrictions in the State of NH? There will be a rise in deaths from Suicide, I'm not going to try to convince my beliefs on you. I am against mandated vaccines, and I am passionate in my convictions. I believe that this pandemic is overboard, and very political and corrupt. Thank you. Lynn Hanks
CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Hello,

My name is John Cawthron.  
I am a resident of Nashua and I am concerned with the recent mask mandate that was supported by Mayor Donchess and passed by the Board of Alderman.

The science concerning the wearing of masks to prevent the spread of disease shows that the wearing of masks is ineffective at best and harmful to the wearer at worst.

95% of the masks being worn, DO NOT prevent a person from spreading or being infected from anything except possibly pollen and dust. They may provide some mitigation against an infected person spreading COVID but, that mitigation goes away after 4 hours or so because the moisture from your own breath makes the masks moist. Once a mask is moist or wet, it provides NO mitigation at all. Medical grade masks that actually might do something are meant to be worn once and then disposed of. People are wearing their masks over and over instead of disposing of them. Mask wearers are essentially walking around with an incubation module on your their face, making things worse, not better, for themselves and those around them.

Please take the time to review the information found here [https://www.youtube.com/watch?v=YQo7bV2hzBY](https://www.youtube.com/watch?v=YQo7bV2hzBY). The entire video is relevant, but the mask portion begins at 5:40 and quotes the studies done on wearing masks to prevent the spread of disease.

If someone chooses to wear a mask, that is their choice. Forcing everyone to wear a mask, in essence just to make other people feel comfortable, is an affront to all that is American.

In my opinion times like these call for leadership. The very definition of leadership is a person doing what they know to be right, even when the madding crowd is pushing everyone in the other direction. The madding crowd is telling you all to throw away the thought of personal liberty in favor of mass compliance that essentially has no useful purpose.

I urge you to all to consider rescinding this infringement on our personal liberties, for the simple fact that the science does not back up this mandate.

Respectfully,

John Cawthron
8 Troon Circle
Nashua, NH
Contact Board of Alderman

First Name: Joseph
Last Name: Taylor
Address: 14 Douglas Drive
City: Amherst
State: New Hampshire
Zip Code: 03031
Phone Number: 6034006727
Email Address: tankboy_taylor@yahoo.com
Comments: I'm very disappointed with the mask ordinance I will be boycotting Nashua for all my business until it is lifted. What is the point now after peak outbreak? Was planning on to Frontera in Nashua but not going out to eat with a mask on.

Email not displaying correctly? View it in your browser.
From: noreply@civicplus.com
Sent: Sunday, May 24, 2020 9:14 PM
To: Legislative Office
Subject: Online Form Submittal: Contact Board of Alderman

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Contact Board of Alderman

<table>
<thead>
<tr>
<th>First Name</th>
<th>Michael</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Gagnon</td>
</tr>
<tr>
<td>Address</td>
<td>22 Cherokee Ave</td>
</tr>
<tr>
<td>City</td>
<td>Nashua</td>
</tr>
<tr>
<td>State</td>
<td>NH</td>
</tr>
<tr>
<td>Zip Code</td>
<td>03062</td>
</tr>
<tr>
<td>Phone Number</td>
<td>603-557-0310</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:mike@gagnon-software.com">mike@gagnon-software.com</a></td>
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</tbody>
</table>

Comments
I just heard on the news that you passed a law to fine people $1000 for not wearing a mask. Please come to my front door and look down. I live in Nashua. This is New Hampshire. This is the Live Free or Die State. That is what I defend. We defend the rights of every citizen in New Hampshire, especially as to the rights endowed by our Creator to Freedom of Assembly and Freedom of Religion. Today, that means nobody should be compelled to wear a mask in public or fined $1000 for not wearing one or prohibited against gathering in any number to worship the Almighty God. If you are afraid of facing your creator stay home. If you are afraid to face the faithful without a mask on our faces. stay home. Here in NH you are free to wear a mask or not, but nobody should ever be compelled to wear such or not to. This message is especially meant for you to hear: Nashua Board of Alderman. Your $1000 fine will not be defended by the State of New Hampshire. Nobody should pay it. Nobody should enforce it. You should apologize. It is an affront to the State Constitution. The people you serve deserve better treatment. They are NOT children. If you require me to deliver this message in person I will gladly come to your front
door. I do not care if you have the coronavirus or not. In God I trust.

Email not displaying correctly? View it in your browser.
CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Dear Members of the Board,

I wish to extend a heart felt "Thank You" for passing the face mask ordinance. It pains me to think of the abuse that has been heaped on you by opponents. Just know that, despite the number of emails, that those people are a minority.

Thank you for watching out for the people of Nashua.

Sincerely,

John Roche
12 Meadowview Circle
Nashua, NH
CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

I called into the public hearing on the city budget and asked about the Arlington Street Community Center, which I was told had a cost of $82,900 for a director. Earlier in the meeting, the Mayor assured me that necessary cuts had been made to the budget. However, the very next day, the Arlington Street Community Center announced that they will be closed for the summer and all their activities will be virtual.

The kids of Nashua have all the online programming they will ever need. They don't need virtual programming from a closed community center. With the uncertainty of businesses and homeowners being able to pay their property taxes and a potentially serious shortfall hanging over our heads, a staff member for a closed community center is exactly what needs to be cut from the budget. Please cut it. We can't afford it.

Beth Scaer
111 East Hobart Street
Dear Board of Aldermen,

Hello, my name is Luke Guertler, and I am a concerned citizen of the 7th ward here in Nashua, NH. I am emailing you to speak about a few issues that I would like to see brought up at the coming meeting on June 9th, 2020.

**Body Cameras for Nashua Police:** Accountability for our police department should be at the forefront of our priorities. Upon speaking with one of our police commissioners, Matt Plante, I was encouraged to learn that the City of Nashua has a longstanding record of good policing, or rather good servanthood. And while that is the case, the implementation of body cameras would make our officers’ actions a part of the public record. And by doing so would help eliminate the us vs. them mentality that only ever produces unnecessary conflict resulting in the harm of an officer or citizen.

**Evidence Based De-Escalation Training for Nashua Police:** In my conversation with Commissioner Plante, he stated that Nashua has a rigorous training process that takes only one to two percent of its applicants. He also mentioned how our department is CALEA certified which is a step in the right direction. Upon perusing the NPD website however I could not find any details about the de-escalation training itself. Having that as a resource on the NPD website would also allow for the public to be brought in on the conversation, and add to the necessary idea of accountability.

**Changing Columbus Day to Indigenous Peoples’ Day:** Nashua is a beautiful city full of amazing culture, however many cultures existed long before the settlement of our forefathers. The Pennacook, Wabanaki and Abenaki people were in Nashua proper long before us, and their history along with their culture has long been forgotten. Changing the title of Columbus Day to Indigenous Peoples’ Day would help foster a new approach to how we look at history; allowing us to learn from our mistakes versus justify them.

**Divesting from Banks that Fund the Dakota Pipeline along with Private Prisons and Detention Centers:** Efforts like that of the Dakota Pipeline are wreaking havoc on not only our country, but the planet as a whole. Along with this, public prisons and detention centers are responsible for a large number of products that we Americans consume. The problem with prison labor is that it is fueled by a harsh sentencing standard, especially towards people of color. And until we can change how we sentence our citizens on a state and federal level, we must take it upon ourselves to find other ways to put a halt to this exploitation of the Earth and its citizens. I propose that the City of Nashua take steps in the right direction by divesting their interests from banks that directly fund these seedy dealings.

I look forward to seeing these issues discussed at the oncoming Board of Aldermen meetings. I would also like to thank my representative Jane Caron for taking the time to walk me through your process and showing me how I can contribute as a citizen to this great city.

With Love, Luke Guertler

2 Morse Street, Nashua, NH 03060
Contact Board of Alderman

First Name       Mark
Last Name        Gallant
Address          43 Pemberton Rd
City             Nashua
State            NH
Zip Code         03063
Phone Number     6033208371
Email Address    aceelectric@comcast.net
Comments         I want a property tax reduction since so many of the services and buildings my tax dollars pay for haven't been able to be used for one forth of the year and counting. This overreaction and overreach by elected officials whom have not suffered at all financially, while they have crushed us, is wrong! The reductions is the minimum that should be offered.

Email not displaying correctly? View it in your browser.
Dear Mayor and Alderman:

I am a board member of the Corpus Christi Food Pantry & Assistance, a Nashua-based charity which provides food and money assistance to the needy in Nashua. We service our client with food and dollars for medical, rent, utilities etc.

The pantry/assistance has partnered with the River Casino & Sports Bar for 12 years and has realized $120,768 from the partnership. We recently were on the River’s gaming calendar for 5 days in March until the River was forced to close due to the pandemic, and we raised $11,911. We are anxious for the River to reopen so we can resume our remaining 5 gaming days for this year.

I have learned recently that the City of Nashua was considering redeveloping the School Street Parking lot into a large apartment building. I am writing to ask you not to go forward with this development. The effects of loss convenient parking would devastate the River and other businesses in the area and might very well cause the River business to fail. Charities such as ours would lose essential funding and this would cause additional suffering for community members we serve.

Thank you for your consideration

Yours sincerely

Robert Hesseltine

PS. Parking down Town is at a premium, why make it worse.
June 5, 2020

Board of Aldermen:

The Office of Emergency Management & the Division of Public Health and Community Services has been awarded an opportunity to have staffing support of Americorps VISTA members to assist in the response to COVID-19. Goodwill Northern New England will be bringing on a number of Americorps members across Manchester and Nashua who can work with governments and non-profits during this pandemic outbreak.

The City has requested three positions through this initiative. Goodwill Northern New England will provide compensation and benefits for these temporary employees that will work with the DPHCS and the OEM without any additional cost to the City of Nashua. The Americorps members will be working in Nashua only for the summer months starting in July. These employees will only be working on COVID-19 activities. There is no additional cost to the city for these services.

Thank You,

Justin Kates
2019-2020 Memorandum of Understanding

BETWEEN
Goodwill Industries of Northern New England’s
Goodwill VISTA Partnership
And

I. Purpose:
This Memorandum of Understanding (MOU) serves to document the terms of cooperation between Goodwill Industries of Northern New England’s Goodwill VISTA Partnership AmeriCorps Program, (hereafter referred to as “Goodwill VISTA Partnership”) and

(hereafter referred to as the “Host Site”). Included is

a general description of the role the AmeriCorps VISTA Member, hereafter referred to as the

“Member”, will have with the Host Site, a listing of the contributions expected/required by each party, and certain assurances. The Goodwill VISTA Partnership manages AmeriCorps VISTA members awarded by the Corporation for National and Community Service’s (CNCS) Maine/New Hampshire/Vermont State Office (CSO) for the purposes of reducing poverty in Maine. All actions of the Goodwill VISTA Partnership and its members must meet the requirements set out in the Goodwill VISTA Partnership’s application to CNCS to operate the program. This MOU may be amended if necessary (such as when the number of members changes). Any amendment will be signed by Goodwill Staff and Host Site agency.

II. Member Position Description:

<table>
<thead>
<tr>
<th># Members</th>
<th>Term</th>
<th>Stipend</th>
<th>Education Award or cash award</th>
<th>Member Term(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 weeks</td>
<td>$613.48/week</td>
<td>$1,311 Ed Award of $345.80 cash</td>
<td>July 6, 2020 - end of August 30, 2020</td>
<td></td>
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a. AmeriCorps VISTA Member(s) will be assigned to provide volunteer service to the Host Site during the member term listed above for a full time equivalent with the Member being required to attend required trainings throughout the term. (training schedule attached).

b. The responsibilities of the Member(s) shall be in accordance with Volunteer Assignment Description (VAD) submitted by the Host Site, and approved by CNCS, as well as in accordance with AmeriCorps® VISTA regulations. Additional services may be performed by the Member as jointly decided by the AmeriCorps VISTA Program Manager, and the Host Site’s technical supervisor or agency contact of the Host Site. The VAD may be amended or otherwise modified by countersigned letter and then must be approved by CNCS.

c. Members may not change their start or end dates.

d. Though the member is allowed to “work from home” in an emergency or when deemed necessary due to unusual circumstances this should not be the norm and should never occur more than 2 days in a two week pay period. Member and supervisor must sign teleservice agreement for member to do so.

e. Members may only have limited employment or school commitments outside of their VISTA commitment. FMI. [http://www.vistacampus.gov/resources/outside-employment-policy](http://www.vistacampus.gov/resources/outside-employment-policy)
f. All services performed by the Member will be for the public benefit. In times of National Disaster a request may be made by CNCS for a temporary re-assignment of a member to assist with local disaster recovery efforts. The member may deny re-assignment.

g. All details of member position(s) are outlined in the attached member VAD(s).

III. Commitment of Resources and Services:

a. Goodwill Industries of Northern New England’s Goodwill VISTA Partnership certifies that The Corporation for National and Community Service agrees to provide the following:

i. For each of the Members: living allowance paid to the AmeriCorps VISTA Member in equal bi-weekly payments over the course of the term.

1. No Member may begin a term of service or start receiving living allowance or benefits until the Goodwill VISTA Partnership and CNCS has obtained all Member enrollment paperwork, Host Site Paperwork, and this signed Host Site MOU.

ii. An education award or cash award to each Member who successfully completes the service commitment as documented by the Host Site agency and Goodwill VISTA Partnership (see chart in section I for amounts). Members must select to receive the education award or the cash stipend at the start of the term. The education award will only be redeemable for past or future educational expenses incurred at a Title IV institution and is paid directly to the approved lender/institution. For more information on award usage go to: http://www.nationalservice.gov/resources/edaward. For more information on Education Award limits go to http://www.nationalservice.gov/programs/americorps/segal-americorps-education-award/amount-eligibility-and-limitations-education

b. Goodwill Industries of Northern New England will provide:

i. Transportation reimbursement of 45 cents per mile for travel to and from the Member’s host site or home (whichever is closer) to attend trainings required by the Goodwill VISTA Partnership. Carpooling is arranged for all VISTA Trainings. Members can choose not to carpool but may risk forfeiting their mileage reimbursement.

ii. Member Training: Orientation on the first day of service. On-going Training on a variety of topics occurring throughout the term.

iii. Continual support for both the Members and the Host Site as the term progresses.

1. Site visit by authorized Goodwill VISTA Partnership personnel to ensure compliance with AmeriCorps VISTA reporting and position requirements, assistance with enforcing the Rules of Conduct and disciplinary policy, tracking Members progress, and working with all parties involved keeping the projects moving forward.

2. Updates on Member progress regarding hours completion.

vii. Provide and explain all forms required for AmeriCorps VISTA reporting/Member evaluation.

viii. Provide AmeriCorps VISTA and CNCS logos for display at the site.

c. The Host Site agrees to commit to the following:

i. To designate a supervisor who will work closely with the Member(s). Host Site agrees to send the primary Supervisor to one meeting during the year: a Site Supervisor Orientation prior to the member start.
Program Contacts (To add additional direct supervisors of the member work, complete Attachment A):
Host Site Supervisor’s Name (this will be the primary contact for AmeriCorps staff):

Supervisor Title:
Email Address:
Phone:

Some instances may require contacting the site supervisor’s superior, such as:
- In the event that a supervisor leaves their position
- Host Site responsibilities are out of compliance

Supervisor’s Superior:
Title:
Email Address:
Phone:

Supervisor Certification of Responsibilities (to be initialed by direct supervisor)

1. I am available to meet with the AmeriCorps Member at least once per week to review projects/expectations
2. I am able to approve timesheets online at least every other week or find an appropriate person to do so.
3. I am available to work with those responsible for financial aspects at my agency to determine inkind amounts at the beginning of the AmeriCorps term.
4. I am available to work closely with the AmeriCorps staff and provide prompt communication if there are any concerns (even small ones).
5. I am available to serve as a coach to the AmeriCorps Member.
6. I am able to submit all required paperwork in a timely manner.

ii. If a change in supervisor is required, the Host Site must provide proof of supervisor experience/availability before the change can occur.

iii. Will be able to provide all interview documentation including two documented reference checks for the Member, written interview questions, and interview evaluations used in making the selection decision if requested by Goodwill.

iv. Host site is responsible for providing Goodwill with a proof of non-profit status or equivalent for their organization.

v. It is the Site Supervisor’s responsibility to provide accompaniment for an AmeriCorps VISTA Member who has started their term of service, and is serving vulnerable populations, but does not yet have a cleared FBI. A person is accompanied when he/she is in the physical presence of a person cleared by their host site for access to a vulnerable population. Vulnerable populations include: seniors, children, and individuals with disabilities. Accompaniment must be documented in member timesheets.

vi. The duties of this Site Supervisor include: providing a written VAD for the Member, orienting the Member to the Host Site; developing objectives for the Member; explaining to the Member plans and procedures necessary to accomplish the objectives; review and approve timesheets on a weekly basis; providing adequate training and the necessary materials, supplies and equipment to the Member when needed; ensuring members do not participate in projects that pose undue safety risks or are prohibited activities under AmeriCorps VISTA regulations; monitoring the progress of the Member in accomplishing the objectives and reporting progress to AmeriCorps VISTA staff; communicating to the Member and to the Program Manager within 72 hours any conflicts requiring resolution that may arise during the year; and assisting Goodwill VISTA Partnership in evaluating the performance of the Member and the Goodwill VISTA Partnership.

vii. The AmeriCorps® VISTA Member will be required to attend all required AmeriCorps VISTA sponsored trainings. The supervisor is expected to support the member in attending these trainings, ensuring there are not conflicts with scheduling which prohibit the member’s attendance. Members who receive two unexcused absences from Goodwill
trainings may be removed from service. Excused absences are provided for illness or emergency. A training schedule is attached.

viii. To provide a space for the Member. This must include appropriate phone, computer (with internet), copier, and desk use if necessary.

ix. Travel expense reimbursement for work related travel in accordance with the organization’s current reimbursement policies for its employees at the existing organizational rates.

x. If Host Site anticipates the Member’s operation of any Host Site owned vehicle, to ensure proof of liability insurance before such usage shall start. Host Site shall absolve Goodwill VISTA Partnership of any and all claims arising from any accident in which the Member was driving a Host Site Agency Vehicle.

xi. To maintain sufficient records to be able to sign and certify as to the correctness of weekly Member hours (members could face disciplinary actions for delinquent timesheets and reporting). To provide to Goodwill VISTA Partnership an end-of-term evaluation of the Goodwill VISTA Partnership. To ensure receipt by Goodwill VISTA Partnership of all weekly timesheets on a timely basis, by the Monday of each week for the previous week’s work. To ensure receipt by Goodwill VISTA Partnership of end-of-term evaluation of the Member’s performance.

xii. Due to the nature of AmeriCorps VISTA partnerships and the service that members do, supervisors, members, and AmeriCorps VISTA staff are exposed to confidential information through communicating with members, program staff, and supervisors and providing support and guidance within those networks. Information shared between the host sites/members and AmeriCorps VISTA staff will be kept in confidence. Likewise, Supervisors sign a MOU agreeing to keep sensitive information regarding a member in confidence. They are also trained during Site Supervisor orientation regarding the importance and consequences around keeping member information confidential. Breaches of member confidentiality could result in loss of participation with this or future Goodwill AmeriCorps programs.

xiii. As part of the National Service Network, the Corporation requires that the host site display AmeriCorps and CNCS logos at the site.

xiv. Provide a letter of Union Concurrence from the Union Representative if there is a Union present within your organization.

<table>
<thead>
<tr>
<th>1. Please indicate if there is a Union present with the organization:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

IV. Assurances:

a. Goodwill AmeriCorps assures that:

i. Member disciplinary actions are managed fairly by Goodwill AmeriCorps, and in close communication with the sponsor organization. A sponsor organization cannot terminate a member unilaterally. Goodwill staff will manage all disciplinary actions and termination.

1. for violating the stated rules, Goodwill AmeriCorps will do the following (except for infractions serious enough to warrant a different sequence, including where a Member has been charged with or convicted of a violent felony, possession, sale or distribution of a controlled substance during the term of service.):

   a. for the Member's first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
   b. for the Member's second offense, an appropriate Goodwill AmeriCorps official will issue a written warning and reprimand the Member;
   c. for the Member's third offense, the Member may be suspended for one day or more without compensation;
   d. for the fourth offense, AmeriCorps may release the Member for cause.
i. Goodwill AmeriCorps reserves the right to release the Member for cause if, in the opinion of the Program Manager:
   1. his/her conduct undermines the effectiveness of the Program or the project which he/she is assigned.
   2. he/she repeatedly or periodically demonstrates inappropriate behavior by engaging in a pattern of misconduct.

iii. Goodwill AmeriCorps reserves the right to resolve outstanding compliance issues with the Sponsor/Supervisor in the event that Sponsor commitments outlined in this contract are not being fulfilled. These matters will be resolved in the manner that follows:
   1. For the first offense, an appropriate Goodwill AmeriCorps official will issue a verbal warning;
   2. For the second offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will issue a written warning;
   3. For the third offense (or no resolution regarding corrective action), an appropriate Goodwill AmeriCorps official will contact the supervisor’s superior;
   4. For the fourth offense (or no resolution regarding corrective action), the Sponsor or Supervisor may be restricted from Goodwill AmeriCorps, the member removed from the site, and/or an administrative fee charged to the Sponsor agency.

iv. AmeriCorps staff will document all disciplinary actions and reasons for release.

b. The Sponsor assures that:
   i. The services to be performed by AmeriCorps Members will not result in the displacement, whole or partial, of permanent or regular seasonal employees or volunteers:
      1. Nondisplacement. (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation (AmeriCorps) assistance.
         a. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
            i. Presently employed worker;
            ii. Employee who recently resigned or was discharged;
            iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
            iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
            v. Employee who is on strike or who is being locked out.
   See full text in the Corporation’s regulations at § 2540.100
   Search: SEC. 177. [42 U.S.C. 12637]

ii. The services of the AmeriCorps Member will not involve a faction or group in an election for public office and, while it can involve faith-based groups, such involvement cannot include any prohibited activities as defined in the AmeriCorps Provisions. Individuals may exercise their rights as private citizens and may participate in the activities listed below on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. Members may not participate in prohibited activities while counting hours toward earning their Education Award or while representing AmeriCorps. Members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the listed prohibited activities:
   1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence
   the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities likely to include advocacy for or
   against political parties, political platforms, political candidates, proposed
   legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing
   instruction as part of a program that includes mandatory religious instruction or
   worship, constructing or operating facilities devoted to religious instruction or
   worship, maintaining facilities primarily or inherently devoted to religious
   instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
   a. A business organized for profit;
   b. A labor union;
   c. A partisan political organization;
   d. A nonprofit organization that fails to comply with the restrictions
      contained in section 501(c)(3) of the Internal Revenue Code of 1986
      except that nothing in this section shall be construed to prevent
      participants from engaging in advocacy activities undertaken at their own
      initiative; and
   e. An organization engaged in the religious activities described above, unless
      Corporation assistance is not used to support those religious activities;
9. Conducting or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit.
12. Prohibited fundraising Activities including:
   a. Raising funds for his or her living allowance or for an organization's general
      (as opposed to project) operating expenses or endowment.
   b. Writing grant applications for AmeriCorps funding or for any other
      funding provided by CNCS
   c. Writing grant applications to the Corporation or to any other Federal
      Agency

iii. Open lines of communication will be held between sponsor organization, Member, and
     Goodwill AmeriCorps staff. This includes any need for disciplinary action.
iv. Members serve no more than 20% of time in training and 10% of their time fundraising.
v. Members and supervisors follow all program policies, including Drug Free Workplace,
   workplace safety, record compliance, reasonable accommodation, Equal Opportunity
   Employment, Grievance Procedures, and Harassment. (Full list of policies outlined in
   supervisor and member orientations).
vi. Volunteer screening and background checks for mentors, school volunteers and any other
     project volunteers/participants will be completed by the sponsor agency. These
     volunteer/mentor background checks will follow host site agency policy and for mentors
     (or volunteers with significant exposure to at-risk populations) will at a minimum include
     a check of the online sex offender registry (http://www.nsopw.gov) and two references.
     Goodwill AmeriCorps will only do background checks on the AmeriCorps member and
     the identified site supervisor. All other checks are the responsibility of the sponsor.

vii. General Liability coverage for the Member is held at the host site.
viii. The services to be performed are authorized by the Sponsor’s governing body and applicable laws and regulations and conforms to all applicable regulatory requirements and restrictions.

ix. Authorized AmeriCorps staff and representatives and authorized AmeriCorps® staff and representatives from participating partner agencies will have the right to visit the Sponsor Site to inspect performance and observe, evaluate, and counsel staff and Members.

x. If federal funding ends prior to the grant period, the sponsor assures Goodwill AmeriCorps the right to terminate the contract and renegotiate contract terms.

c. Both parties assure that all activities conducted under this agreement will be held in compliance with the non-discriminatory provisions contained in titles VI and VII of the Civil Rights Act of 1964, as amended, and the AmeriCorps Provisions and CNCS non-discrimination policy. Violation of national service laws, regulations or policies will result in a termination of the agreement.

By signing below, I acknowledge that I have received and I understand the Service Site Host Site Information, Site Agreement, and related information, which includes the AmeriCorps Program Policies and Procedures for Service Sites and AmeriCorps Members.

Heather Stott, Executive Director, Workforce Services
Date: ____________________________

Goodwill Industries of Northern New England

______________________________, Program Manager

E-mail address: Goodwill AmeriCorps
34 Hutcherson Drive, Unit 1
Gorham, ME 04038

(Signature of authorized Sponsor person)
(Printed Name and Title)
(Sponsor Name)
Date: ____________________________

Sponsor Mailing Address:
ORDINANCE

RELATIVE TO TEMPORARY ADJUSTMENT TO SITE PLANS

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains and is hereby amended by adding the bold italicized language as follows:

The Director of Community Development or designee is authorized to approve administratively the temporary modification of site plans to allow restaurants to provide additional outdoor seating and to waive any provision of Chapter 190 of the Nashua Revised Ordinances for such purpose. The director or designee may accept for purpose of review such plan or sketch deemed by him or her to be sufficient for this purpose. No Fee shall be charged for such review or approval.

This authorization and any approval issued thereunder shall not waive compliance with any building code, fire code, health code, or any otherwise applicable provision of law.

This authorization and any approval issued thereunder shall expire on January 1, 2021 unless extended by further legislation.

This legislation shall take effect following its passage.

The clerk is directed not to codify this ordinance in the Nashua Revised Ordinances but to designate it as Covid-19 Emergency Measure No. 1 and publish it and any subsequent emergency measures on the city website.
RESOLUTION

APPROVING THE COST ITEMS OF A SIDEBAR AGREEMENT BETWEEN THE NASHUA BOARD OF FIRE COMMISSIONERS AND THE NASHUA FIREFIGHTERS ASSOCIATION I.A.F.F. LOCAL 789 REGARDING VACATION ACCRUAL

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the cost items of the attached sidebar regarding vacation accrual between the Nashua Board of Fire Commissioners and the Nashua Firefighters Association I.A.F.F. Local 789 are hereby approved.

The sidebar agreement starts April 14, 2020 and extends through a period of time ending on a member's anniversary date next following a date which is 180 days after the end of the State of New Hampshire state of emergency, and is concerned with temporarily allowing additional vacation time accrual and providing a time period to use said vacation time.
MEMORANDUM OF AGREEMENT

This Agreement is made this 14th day of April, 2020 by and between the Nashua Firefighters Association IAFF Local 789 and the City of Nashua, New Hampshire.

WHEREAS, the State of New Hampshire and the City of Nashua are experiencing a public health crisis, due to the Covid-19 pandemic; and

WHEREAS, the Governor of New Hampshire, Christopher T. Sununu, declared a State of Emergency in New Hampshire as of March 13, 2020; and

WHEREAS, the State of Emergency has been extended indefinitely; and

WHEREAS, due to the State of Emergency, the workload of the Members of Local 789 has been significantly increased, and will continue to increase for the foreseeable future; and

WHEREAS, due to the increased workload, Members of Local 789 may be unable to use accrued vacation time as planned, as they will be needed to cover shifts for Members who may become sick or are required to quarantine.

NOW, THEREFORE, the parties hereby agree as follows:

1. Language in Article 21, Section A of the parties Collective Bargaining Agreement, relating to vacation time, which reads:

   No member shall have more than two (2) times their yearly accrual on their anniversary date.

   Shall be waived for the duration of the State of Emergency and such additional time as further set forth below.

2. All members shall continue to accrue vacation time at the rate specified in the parties Collective Bargaining Agreement and no member shall be penalized for accruing additional vacation time.

3. Except as provided in section 4, below, a member who for any reason separates from City of Nashua employ shall upon such separation be paid on account of unused vacation time a maximum of two (2) times his or her yearly accrual of vacation leave plus the amount, if any, of vacation time accrued since his or her most recent anniversary date.

4. If a member retires within 60 days following the lifting of the State of Emergency, he or she shall be paid on account of unused vacation time based on the total accrued amount. For purposes of this section and not to be used to construe any other provision of the CBA, "retires" means to separate from NFR employment at a time when the member is immediately eligible for a NHRS pension.
5. Following a member's anniversary date next following a date which is 180 days after the lifting of the State of Emergency, said member may no longer have a vacation accrual greater than two (2) times his or her annual accrual and his or her account will be so adjusted.

The parties have executed this Agreement on the day first written above.

CITY OF NASHUA, NH

By: ________________
   (title)

NASHUA FIREFIGHTERS ASSOCIATION LOCAL 789

By: ________________
   (title) President

By: ________________
   (title) Secretary Treasurer

By: __________________
   (title)
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-042

PURPOSE: Approving the cost items of a sidebar agreement between the Nashua Board of Fire Commissioners and the Nashua Firefighters Association I.A.F.F. Local 789 regarding vacation accrual

ENDORSER(S): Alderman-at-Large David C. Tencza

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: The fiscal impact of this resolution is anticipated to be minimal and can be absorbed within the Fire Department budget. More specifically, there are ten IAFF members that this sidebar agreement will impact. The expected vacation carryover range is from a minimum of 10 hours to a maximum of 126 hours. Only three employees have more than 100 hours and the majority have less than a week of time. Three of the total are 2,080 annual hour employees which will not require any overtime coverage while they take their time off.

ANALYSIS

This resolution approves the cost items of a sidebar agreement between the Nashua Board of Fire Commissioners and the Nashua Firefighters Association I.A.F.F. Local 789 concerning temporarily allowing additional vacation time accrual and providing a time period to use said vacation time. The board of aldermen must vote whether or not to approve the cost items of this sidebar within thirty days of receipt. RSA 273-A:3 II (c).

Approved as to account number and/or structure, and amount: Financial Services Division

By: /s/ John Griffin

Approved as to form: Office of Corporation Counsel

By: /s/ Dorothy Clarke

Date: June 4, 2020
RESOLUTION

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK EAST
UTILITY, INC. TO ENTER INTO A TERM LOAN AND RENEW A FIXED ASSET
LINE OF CREDIT WITH COBANK, ACB

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the City of Nashua is the sole shareholder of Pennichuck Corporation
(“Pennichuck”) and each of its subsidiaries;

WHEREAS, Article IX (3) of the Articles of Incorporation of Pennichuck and Article V
§2 of the by-laws of Pennichuck require the approval of the sole shareholder (the City of
Nashua) for Pennichuck to create, incur, assume, or guarantee any indebtedness for borrowed
money, which includes contracting a loan on behalf of Pennichuck or its subsidiaries; and

WHEREAS, Pennichuck East Utility, Inc. is a regulated New Hampshire public water
utility, and is a wholly owned subsidiary of Pennichuck which, in turn, is wholly owned by the
City of Nashua.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of
Nashua that the City approves (1) the loan to Pennichuck East Utility, Inc. from CoBank, ACB,
in an amount of $803,275, with a 25-year amortization schedule; (2) the guarantee by
Pennichuck Corporation of the payment by Pennichuck East Utility, Inc. of said loan; and (3) the
renewal of the fixed asset line of credit for Pennichuck East Utility, Inc. with CoBank, ACB, at a
facility level of $3 million for a period of three years.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-043

PURPOSE: Authorizing Pennichuck Corporation and Pennichuck East Utility, Inc. to enter into a term loan and renew a fixed asset line of credit with CoBank, ACB

ENDORERS: Alderman-at-Large Lori Wilshire

COMMITTEE ASSIGNMENT: Pennichuck Special Water Committee

FISCAL NOTE: None.

ANALYSIS

This resolution approves the proposal by Pennichuck Corporation and one of their regulated public water subsidiaries to enter into a term loan and renew a fixed asset letter of credit as described in the resolution.

We have forwarded additional information provided by Pennichuck on the proposal to the Board of Aldermen.

Article IX (3) of Pennichuck Corporation's Articles of Incorporation and Article V §2 of the Pennichuck Corporation's by-laws requires City approval for the borrowing.

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF AN ADDITIONAL $377,873.50 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO TRANSIT GRANT ACTIVITY "FEDERAL TRANSIT AUTHORITY ("FTA") OPERATING GRANT"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Community Development Division are authorized to accept and appropriate an additional $377,873.50 from the State of New Hampshire, Department of Health and Human Services into Transit Grant Activity "Federal Transit Authority ("FTA") Operating Grant" for the purpose of providing fixed route transportation services for individuals ages 60 and up. This funding shall be in effect from July 1, 2020 through June 30, 2022.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-044

PURPOSE: Relative to the acceptance and appropriation of an additional $377,873.50 from the State of New Hampshire, Department of Health and Human Services into Transit Grant Activity “Federal Transit Authority ("FTA") Operating Grant”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: The fiscal impact is a $377,873.50 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the city to accept and appropriate funds from the State of New Hampshire, Department of Health and Human Services for the purpose of providing fixed route transportation services for individuals ages 60 and up. These funds are in addition to funds previously authorized under R-16-065, R-17-153, R-19-111 and R-19-118. This funding shall be in effect from July 1, 2020 through June 30, 2022.

Approved as to account structure, numbers, and amount:

Financial Services Division

By: /s/John Griffin

Approved as to form:

Office of Corporation Counsel

By: 

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $190,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES CARES ACT FUNDING INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY “FY2020 PUBLIC HEALTH CRISIS RESPONSE”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $190,000 from the State of New Hampshire Department of Health and Human Services CARES ACT funding into Public Health and Community Services Grant Activity “FY2020 Public Health Crisis Response” for the purpose of supporting emergency response to COVID-19 activities and services in the Greater Nashua Public Health Region. This funding shall be in effect from March 16, 2020 through March 15, 2021.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-045

PURPOSE: Relative to the acceptance and appropriation of $190,000 from the State of New Hampshire Department of Health and Human Services CARES ACT funding into Public Health and Community Services Grant Activity “FY2020 Public Health Crisis Response”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: The fiscal impact is a $190,000 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the State of New Hampshire Department of Health and Human Services for the purpose of supporting emergency response to COVID-19 activities and services in the Greater Nashua Public Health Region. This funding shall be in effect from March 16, 2020 through March 15, 2021.

Approved as to account structure, numbers, and amount: Financial Services Division

By: /s/John Griffin

Approved as to form: Office of Corporation Counsel

By: Dyanne Clark

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $159,460 FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CARES ACT FUNDING INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY "HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS ("HOPWA")"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $159,460 from the United States Department of Housing and Urban Development CARES ACT funding into Public Health and Community Services Grant Activity "Housing Opportunities for Persons with AIDS ("HOPWA")" for the purpose of providing funding to the Southern New Hampshire HIV/AIDS Task Force for operations in order to prevent, prepare for, and respond to the coronavirus. This funding shall be in effect from May 1, 2020 through April 30, 2023.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-046

PURPOSE: Relative to the acceptance and appropriation of $159,460 from the United States Department of Housing and Urban Development CARES ACT funding into Public Health and Community Services Grant Activity "Housing Opportunities for Persons with AIDS ("HOPWA")"

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: Fiscal impact is a $159,460 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the United States Department of Housing and Urban Development CARES ACT funding for the purpose of providing funding to the Southern New Hampshire HIV/AIDS Task Force for operations in order to prevent, prepare for, and respond to the coronavirus. This funding shall be in effect from May 1, 2020 through April 30, 2023.

Approved as to account number and/or structure, and amount: Financial Services Division

By: /s/John Griffin

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $162,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 HIV PREVENTION GRANT”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $162,000 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 HIV Prevention Grant” for the purpose of providing HIV prevention services. This funding shall be in effect from July 1, 2020 through December 31, 2021.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-047

PURPOSE: Relative to the acceptance and appropriation of $162,000 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 HIV Prevention Grant”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: Fiscal impact is a $162,000 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing HIV prevention services through education, testing, counseling and outreach activities. This funding shall be in effect from July 1, 2020 through December 31, 2021.

Approved as to account structure, numbers, and amount: Financial Services Division
By: /s/John Griffin

Approved as to form: Office of Corporation Counsel
By: _____________________________
Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $99,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 STD PREVENTION GRANT”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $99,000 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 STD Prevention Grant” for the purpose of providing STD prevention services. This funding shall be in effect from July 1, 2020 through December 31, 2021.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-048

PURPOSE: Relative to the acceptance and appropriation of $99,000 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 STD Prevention Grant”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: Fiscal impact is a $99,000 grant to be used for a specific purpose.

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ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing STD prevention services through education, testing, counseling and outreach activities. This funding shall be in effect from July 1, 2020 through December 31, 2021.

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Approved as to account structure, numbers, and amount: Financial Services Division

By: /s/John Griffin

Approved as to form: Office of Corporation Counsel

By: Drury Clark

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $97,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 IMMUNIZATION PROGRAM OF GREATER NASHUA”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $97,500 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 Immunization Program of Greater Nashua” for the purpose of funding continued immunization services in the City of Nashua. This funding shall be in effect from July 1, 2020 through December 31, 2021.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-049

PURPOSE: Relative to the acceptance and appropriation of $97,500 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 Immunization Program of Greater Nashua”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: Fiscal impact is a $97,500 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the State of New Hampshire Department of Health and Human Services for the purpose of funding continued immunization services through education, vaccination and outreach activities in the City of Nashua. This funding shall be in effect from July 1, 2020 through December 31, 2021.

Approved as to account structure, numbers, and amount: Financial Services Division

By: /s/John Griffin

Approved as to form: Office of Corporation Counsel

By: Dorey Clarke

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $52,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 TUBERCULOSIS PROGRAM OF GREATER NASHUA”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $52,500 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 Tuberculosis Program of Greater Nashua” for the purpose of providing tuberculosis prevention and control services. This funding shall be in effect from July 1, 2020 through December 31, 2021.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-050

PURPOSE: Relative to the acceptance and appropriation of $52,500 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 Tuberculosis Program of Greater Nashua”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: Fiscal impact is a $52,500 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing tuberculosis prevention and control services. This funding shall be in effect from July 1, 2020 through December 31, 2021.

Approved as to account structure, numbers, and amount: Financial Services Division

By: /s/John Griffin

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: June 3, 2020
RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $45,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES “FY21 AND FY22 HEALTHY HOMES AND LEAD POISONING CASE MANAGEMENT”

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate $45,000 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 Healthy Homes and Lead Poisoning Case Management” for the purpose of providing lead poisoning prevention and case management to children in Nashua. This funding shall be in effect from July 1, 2020 through December 31, 2021.
LEGISLATIVE YEAR 2020

RESOLUTION: R-20-051

PURPOSE: Relative to the acceptance and appropriation of $45,000 from the State of New Hampshire Department of Health and Human Services into Public Health and Community Services Grant Activities “FY21 and FY22 Healthy Homes and Lead Poisoning Case Management”

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Human Affairs Committee

FISCAL NOTE: Fiscal impact is a $45,000 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the State of New Hampshire Department of Health and Human Services for the purpose of providing lead poisoning prevention and case management to children in Nashua. This funding shall be in effect from July 1, 2020 through December 31, 2021.

Approved as to account structure, numbers, and amount: Financial Services Division

By: /s/John Griffin

Approved as to form: Office of Corporation Counsel

By:

Date: June 3, 2020
ORDINANCE

RELATIVE TO PERSONAL DAYS FOR UNAFFILIATED EMPLOYEES IN THE PUBLIC HEALTH AND COMMUNITY SERVICES DIVISION

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, there has been an ongoing State of Emergency in New Hampshire due to the Novel Coronavirus (COVID-19) since March 13, 2020;

WHEREAS, employees in the City’s Public Health and Community Services Division have taken a lead role and been essential and necessary in the City’s ongoing response to the pandemic;

WHEREAS, the Unaffiliated Employees Personnel Policies provide that unused personal days may not be carried over to the next fiscal year (see NRO Section 50-6 and current “City of Nashua Unaffiliated Employees Personnel Policies); and

WHEREAS, Unaffiliated Employees in the Public Health and Community Services Division have been working seven days a week fighting the COVID-19 virus and keeping the community safe. They have not been able to take the days to which they are entitled, and their dedication to the people of Nashua should not cause them to lose days off which they otherwise would have been able to take.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that for Unaffiliated Employees in the Public Health and Community Services Division, any personal days remaining in FY20 may be carried over to FY21, and must all be used in FY21.

This legislation shall take effect immediately upon its passage and shall remain in effect until June 30, 2021. All ordinances or parts of ordinances inconsistent herewith are hereby suspended while this ordinance is in effect.

The City Clerk is directed not to codify this ordinance in the Nashua Revised Ordinances but to designate it as Covid-19 Emergency Measure No. ______ (City Clerk to assign appropriate number upon passage) and publish it and any subsequent emergency measures on the city website.
LEGISLATIVE YEAR 2020

ORDINANCE: O-20-020

PURPOSE: Relative to personal days for unaffiliated employees in the Public Health and Community Services Division

ENDORSEMENTS: Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Personnel/Administrative Affairs Committee

FISCAL NOTE: None.

ANALYSIS

This legislation temporarily amends the Unaffiliated Employees Personnel Policies by authorizing a FY21 carryover of any unused FY20 personal days for Unaffiliated Employees in the Public Health and Community Services Division.

Under NRO 50-3, the merit plan may be amended by ordinance. NRO 50-3 states that prior to the introduction of such amendments by the Mayor, division directors and department heads shall have the opportunity to comment on the amendments. This is a procedural rule that can be waived by the board.

Approved as to form: Office of Corporation Counsel

By: June 4, 2020

Date: /s/Dorothy Clarke
ORDINANCE

AUTHORIZING A STOP SIGN ON LEE STREET AT ITS INTERSECTION WITH FOREST STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article III “Stop and Yield Intersections”, Section 320-4 “Stop intersections”, subsection D of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the following new underlined language in the appropriate alphabetical order:

“§ 320-4. Stop intersections.

...

D. The following intersections are hereby designated as stop or through streets, and authority is hereby granted for the erection of a stop sign at the corner so designated in accordance with the tenor of this chapter:

<table>
<thead>
<tr>
<th>Stop Sign on</th>
<th>Sign Location</th>
<th>At Intersection of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee Street</td>
<td>Northeast corner</td>
<td>Forest Street</td>
</tr>
</tbody>
</table>

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This ordinance shall become effective at the time of removal and/or installation of the necessary sign(s) and/or device(s).
LEGISLATIVE YEAR 2020

ORDINANCE: O-20-021

PURPOSE: Authorizing a stop sign on Lee Street at its intersection with Forest Street

ENDORSER(S): Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT: Committee on Infrastructure

FISCAL NOTE: Materials, Labor and Vehicle Overhead: $141.00

ANALYSIS

This legislation authorizes a stop sign on Lee Street at its intersection with Forest Street. The traffic engineer has stated that this would meet the Manual on Uniform Traffic Control Devices warrants as it is the minor approach to a major street.

The erection, removal and maintenance of all traffic control devices must conform to applicable state statutes and the latest edition of the Manual on Uniform Traffic Control Devices. RSA 47:17 VIII (a). The Board should consult with the city’s Traffic Engineer to determine if this ordinance is in compliance.

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: June 1, 2020
ORDINANCE

RELATIVE TO ADVERTISING SIGNAGE ON UMBRELLAS, AWNINGS, AND CANOPIES IN CONNECTION WITH OUTDOOR DINING

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains

During the period beginning with the effective date of this ordinance and continuing to November 15, 2020, §190-93, subsection A of the Nashua Revised Ordinances shall not be interpreted so as to prohibit any umbrella, awning, or canopy displaying advertising signage from being used and erected in connection with outdoor dining so long as vehicular and pedestrian traffic is not obstructed thereby.

This legislation shall take effect following its passage.

The clerk is directed not to codify this ordinance in the Nashua Revised Ordinances but to designate it as Covid-19 Emergency Measure No.____ [inserting the appropriate number] and publish it on the city website.
LEGISLATIVE YEAR 2020

ORDINANCE: O-20-023

PURPOSE: Relative to advertising signage on umbrella, awnings, and canopies in connection with outdoor dining.

ENDORSEES: Alderman Ben Clemons
            Alderman Patricia Klee
            Alderman Michael B. O’Brien, Sr.

COMMITTEE ASSIGNMENT: Planning & Economic Development Committee

FISCAL NOTE: None.

______________________________________________________________

ANALYSIS

This legislation enables the use and erection of umbrellas, awnings, and canopies in connection with outdoor dining so long as vehicular and pedestrian traffic is not obstructed.

This legislation requires a public hearing and should be referred to the planning board.

______________________________________________________________

Approved as to form: Office of Corporation Counsel

By: /s/ Steven A. Bolton

Date: June 3, 2020