



The State of New Hampshire JUN 02 '21 AM 10:15
Department of Environmental Services



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Robert R. Scott, Commissioner

May 18, 2021

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to **RETROACTIVELY** amend an Asset Management Grant agreement (PO # 9005616) with the City of Manchester (Vendor Code #170435-B001) by extending the completion date to December 31, 2021 from May 31, 2021, effective upon Governor and Council approval. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on March 25, 2020 as Item #56. 100% Federal Funds.
2. Authorize the Department of Environmental Services to **RETROACTIVELY** amend an Asset Management Grant agreement (PO # 9005634) with the Waterville Valley Water Department (Vendor Code #154573-B001) by extending the completion date to December 31, 2021 from May 31, 2021, effective upon Governor and Council approval. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on June 10, 2020 as Item #76. 100% Federal Funds.

EXPLANATION

We are requesting **RETROACTIVE** approval of these amendments in order to provide the aforementioned communities additional time to complete the agreed upon scope of services. This request is retroactive because the communities were unsure if they were going to need an extension and by the time they realized how much work was needed to be completed, the grant period had ended, thus rendering the amendment request retroactive.

Unfortunately, due to unforeseen circumstances experienced by these communities, both of these projects were drastically impacted by the COVID-19 pandemic as staff efforts were appropriately shifted and re-assigned to other tasks. Not to mention, the inability to collaborate with consultants in traditional matters resulted in less productivity, thus not being able to meet the initial goals of the communities. As of today, there has been no funds disbursed for either of these grants.

His Excellency, Christopher T. Sununu
and The Honorable Council

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The asset management grants are used for the development and implementation of asset management plans for public water systems. Projects under this grant are evaluated and ranked based on criteria included in the request for proposals, such as whether the project completes a condition assessment on all assets, that a financial plan is developed and addresses investment priorities, and that the plan is communicated to customers and decision-makers.

All other conditions of the original agreement will remain in full effect. These amendments have been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.



Robert R. Scott, Commissioner

**Grant Agreement with the Manchester Water Works
Asset Management and Financial Planning Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 22nd day of April, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Manchester Water Works acting by and through Philip W. Croasdale, Director (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 10, 2020, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2021 to December 31, 2021.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**Grant Agreement with the Manchester Water Works
Asset Management and Financial Planning Grant
Amendment No. 1**

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

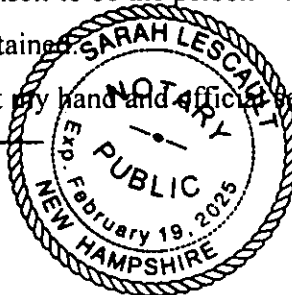
Manchester Water Works

By: *Philip W. Croasdale*
Philip W. Croasdale, Director

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 22 day of April, before the undersigned officer, personally appeared Philip Croasdale who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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



My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Robert R. Scott*
Robert R. Scott, Commissioner

Approved by Attorney General this 15th day of June 2021, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

J. Morris

Certificate of Vote of Authorization

**Manchester Water Works
281 Lincoln Street
Manchester NH 03103**

I, Danielle York, President of the Board of Water Commissioners of the Manchester Water Works do hereby certify that at a special meeting held on April 22, 2021, the Board of Water Commissioners voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Water System further authorized the Philip W. Croasdale, Director to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as President of the Board of Water Commissioners of Manchester Water Works on the 22nd day of April 2021.

Signature *Danielle York*

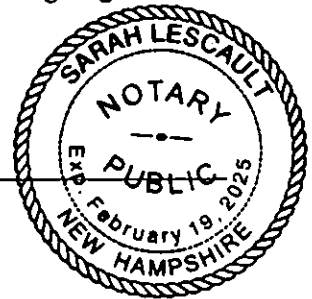
STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 22nd day of April, 2021, before me Sarah Lescault, the undersigned Officer, personally appeared. Danielle York, who acknowledged herself to be the President of the Board of Water Commissioners being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public *Sarah Lescault* My commission expires:



Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE

New Hampshire DES
29 Hazen Drive
PO Box 95
Concord, New Hampshire 03302-0095

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

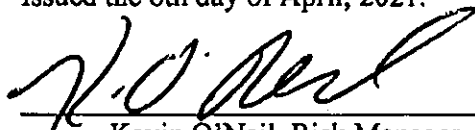
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	300
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	300
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the Grant issued to the Manchester Water Work's from January 21, 2020 through December 31, 2021.

Issued the 6th day of April, 2021.



Kevin O'Neil, Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: konell@manchesternh.gov • Website: www.manchesternh.gov



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

February 25, 2020

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

APPROVED G & C

DATE 25 March 2020

REQUESTED ACTION

ITEM # 56

Authorize the Department of Environmental Services to award an Asset Management grant to the following entities totaling \$60,000 to improve public water system management, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

Vendor Name	Location	Vendor #	Grant Amount
Manchester Water Works	Manchester, NH	170435-B001	\$20,000
Town of Winchester	Winchester, NH	159981-B001	\$20,000
Alton Water Works	Alton, NH	177350-B003	\$20,000

Funding is available in the account as follows.

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

FY 2020
 \$60,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2019/2020 Asset Management and Financial Planning Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. They can be used to develop and implement asset management plans for public water systems. Fifteen proposals were received, then evaluated and ranked based on criteria included in the request for proposals, such as whether the project completes a condition assessment on all assets, that a financial plan is developed and addresses investment priorities, and that the plan is communicated to customers and decision-makers. Based on the available federal funding, the Department determined that it could offer grants to fifteen of the fifteen applicants. See attachment A for the project rankings.

These entities will use the grant funds to assist to establish an Asset Management Plan/Program for the towns' drinking water system.

This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

Robert R. Scott, Commissioner

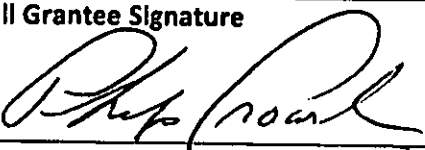



Subject: Manchester Water Works

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Manchester Water Works		1.4 Grantee Address 281 Lincoln Street, Manchester, NH 03109	
1.5 Effective Date Upon Governor & Council's Approval	1.6 Completion Date May 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000
1.9 Grant Officer for State Agency Luis Adorno, Environmental Program Manager NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2472	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor PHILIP CROASDALE DIRECTOR	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>01/17/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (SEAL)  My Commission Expires August 28, 2020 MONIQUE T. DODD, Notary Public State of New Hampshire			
1.13.2 Name & Title of Notary Public or Justice of the Peace Monique T. Dodd, HRDO Administrative Services Manager			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>3/3/2020</u>			
1.17 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.**

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

Grantee Initials *RWC*
Date *1/17/2020*

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. INSURANCE AND BOND.

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

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

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

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

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

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

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

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

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

Grantee Initials *RWC*
Date *7/17/2021*

/

EXHIBIT A
SPECIAL PROVISIONS

Subparagraph 17.1.2 of the General Provisions shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.

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

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

EXHIBIT B
SCOPE OF SERVICES

Manchester Water Works

The Manchester Water Works will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Develop inventory of water meters and develop work orders within the community's Computerized Maintenance Management System.

Deliverable: Submit sample of inventory and training material used during the training of the staff

2. Develop a watershed inventory with land ownership, easements and right of ways into the GIS map.

Deliverable: Submit screenshots of the inventory and provide examples of the work orders created for this task.

Grantee Initials

Date

RWC
4/17/2020

Certificate of Vote of Authorization

MANCHESTER WATER WORKS
281 Lincoln Street
Manchester NH 03103

I, **William Trombly, Jr.**, President of the Board of Water Commissioners of the Manchester Water Works do hereby certify

that at a special meeting held on January 16, 2020, the Board of Water Commissioners voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Water System further authorized Philip W. Croasdale, Director to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as President of the Board of Water Commissioners of Manchester Water Works the 16th day of January 2020.

Signature

William R. Trombly, Jr.
President

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 17th day of January, 2020, before me Monique T. Dodd (Notary Public) the undersigned Officer, personally appeared: William R. Trombly, Jr., who

acknowledged himself to be the President (TITLE) of Board of Water Commissioners (WATER SYSTEM NAME), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Monique T. Dodd My commission expires: 08/26/2020

MONIQUE T. DODD, Notary Public
State of New Hampshire
My Commission Expires August 26, 2020

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE
New Hampshire DES
29 Hazen Drive
PO Box 95
Concord, New Hampshire 03302-0095

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:


	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	300
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	300
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the Grant issued to the Manchester Water Work's from January 21, 2020 through May 31, 2021.

Issued the 21st day of January, 2020.



Risk Manager

**Grant Agreement with the Waterville Valley Water Department
Asset Management and Financial Planning Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 20th day of April, 2021, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Waterville Valley Water Department acting by and through its Town Manager, Mark F. Decoteau (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 10, 2020, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2021 to December 31, 2021.
2. Effective Date of Amendment; This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**Grant Agreement with the Waterville Valley Water Department
Asset Management and Financial Planning Grant
Amendment No. 1**

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

Waterville Valley Water Department

By 
Mark F. Decoteau, Town Manager

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

On this the 20th day of APRIL, before the undersigned officer, personally appeared MARK DECOTEAU who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

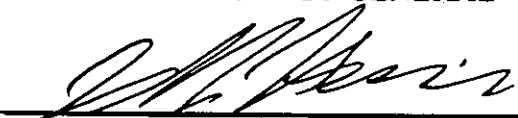


My Commission Expires: **SHARON E. CHARRON, Notary Public**
My Commission Expires September 27, 2022

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: 
Robert R. Scott, Commissioner

Approved by Attorney General this 15th day of June 2021, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL


Certificate of Vote of Authorization

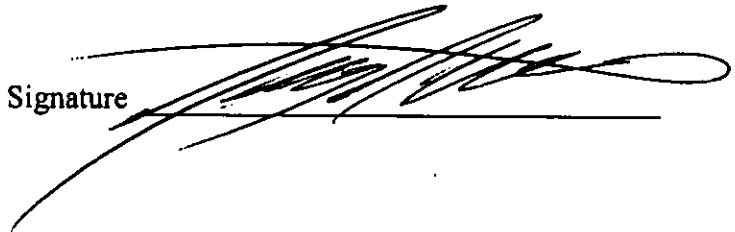
**Waterville Valley Water District
PO Box 500, Waterville Valley, NH 03215**

I, Terry Waite, Town Clerk, Town of Waterville Valley, NH, Waterville Valley Water District do hereby certify that at a special meeting held on March 10, 2020 the Waterville Valley Board of Selectmen voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Board of Selectmen further authorized Mark Decoteau, Town Manager, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as Town Clerk of the Town of Waterville Valley, Waterville Valley Water District, this 20th day of April 2021.

Signature



STATE OF NEW HAMPSHIRE

County of GRAFTON

On this 20th day of APRIL, 2021, before me SHARON CHARRON (Notary

Public) the undersigned Officer, personally appeared. TERRY WAITE, who

acknowledged himself to be the TOWN CLERK (TITLE) of TOWN OF WATERVILLE VALLEY WATER DISTRICT (WATER SYSTEM NAME), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

**SHARON E. CHARRON, Notary Public
My Commission Expires September 27, 2022**

Notary Public



My commission expires: _____



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Waterville Valley 14 Tac Lane PO Box 500 Waterville Valley, NH 03215	Member Number: 518	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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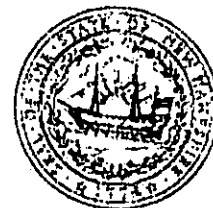
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2021	1/1/2022	Combined Single Limit (Each Accident)	\$ 5,000,000
			Aggregate	\$ 5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 4/20/2021 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services Drinking Water and Groundwater Bureau PO Box 95 Concord, NH 03302			



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

May 5, 2020

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

APPROVED G & C

DATE 10 June 2020
 ITEM # 76

REQUESTED ACTION

Authorize the Department of Environmental Services to award Asset Management grants to the following entities totaling \$112,000 to improve public water system management, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

0213

5233
105634

005236

Vendor Name	Location	Vendor #	Grant Amount
City of Somersworth	Somersworth, NH	177476-B001	\$20,000
Village District of Eastman	Grantham, NH	155471-B001	\$20,000
City of Franklin	Franklin, NH	177390-B002	\$20,000
Waterville Valley Water Department	Waterville Valley, NH	154573-B001	\$20,000
Sunapee Hills Assoc. dba Chalk Pond Water Company	Newbury, NH	156910-B001	\$12,000
Plymouth Village Water and Sewer District	Plymouth, NH	159943-B001	\$20,000

Funding is available in the account as follows.

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Administration, Grants Federal

FY 2020

\$112,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2019/2020 Asset Management and Financial Planning Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. They can be used to develop and implement asset management plans for public water systems. Fifteen proposals were received, then evaluated and ranked based on criteria included in the request for proposals, such as whether the project completes a condition assessment on all assets, that a financial plan is developed and addresses investment priorities, and that the plan is communicated to customers and decision-makers. Based on the available federal funding, the

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

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

Page 2 of 2

Department determined that it could offer grants to fifteen of the fifteen applicants. See attachment A for the project rankings.

These entities will use the grant funds to assist to establish an Asset Management Plan/Program for the towns' drinking water system.

These agreements have been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner


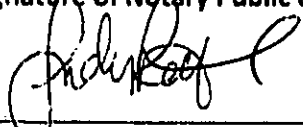

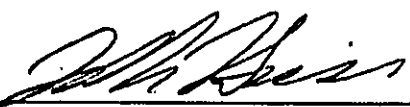
Subject: Town of Waterville Valley

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Town of Waterville Valley		1.4 Grantee Address PO Box 500, Waterville Valley, NH 03215	
1.5 Effective Date Upon Governor & Council's Approval	1.6 Completion Date May 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000
1.9 Grant Officer for State Agency Luis Adorno, Environmental Program Manager NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2472	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor MARK F. DELUSTEAU, TOWN MANAGER	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>4/13/20</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [SEAL] 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Judy Rolfe Notary Public			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>5/12/2020</u>			
1.17 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

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

Grantee Initials MFJ
Date 4/15/20

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. INSURANCE AND BOND.

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

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

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

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice the of has been received by the State.

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

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

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

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

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

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

Grantee Initials MD
Date 4/13/20

EXHIBIT A
SCOPE OF SERVICES

Waterville Valley Water Department

The Waterville Valley Water Department will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Develop inventory of water assets in GIS. Conduct condition analysis of all water assets and estimate remaining useful life.

Deliverable: Submit sample of inventory and condition analysis results to NHDES. Submit GIS map to NHDES (electronic file is preferred but paper is acceptable).

2. Develop centralized data location that will be accessible to staff in the field.

Deliverable: Submit screenshots of the centralized location with catalog data to NHDES.

3. Develop work orders forms and condition assessment forms for mobile devices.

Deliverable: Submit examples of said forms to NHDES

4. Develop long-term funding plan.

Deliverable: Submit long-term funding plan to NHDES.

Invitation for DES participation in meetings and workshops is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon

Grantee Initials *MFO*
Date *4/30/20*

receipt of associated invoices. Grant award is a 100% match grant for up \$20,000. If invoice is less than initial estimate only the amount on the invoice will be paid.

Task Number/Description	Asset Management Grant
Task 1: Update GIS and Inventory	\$2,500
Task 2: Develop centralized location for data	\$10,000
Task 3: Develop Work Order Forms and Condition Assessment Forms	\$3,000
Task 4: Financial Planning	\$4,500
TOTAL	\$20,000

EXHIBIT C

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

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials MJS
Date 4/20/20

Certificate of Vote of Authorization

**Waterville Valley Water Department
PO Box 500
Waterville Valley, NH 03215**

I, Margaret C. Turner, Chairman, Board of Selectmen, Town of Waterville Valley, representing the Waterville Valley Water Department, do hereby certify that at a special meeting held on March 10, 2020 the Waterville Valley Board of Selectmen (governing body) voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Selectmen further authorized the Town Manager, Mark F. Decoteau, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as Chairman, Board of Selectmen, Town of Waterville Valley, NH representing the Waterville Valley Water Department this 19th Day of March, 2020.

Signature Margaret Turner

STATE OF NEW HAMPSHIRE County of GRAFTON

On this 19th day of MARCH, 2020, before me SHARON CHARRON (Notary

Public) the undersigned Officer, personally appeared. MARGARET C. TURNER, who acknowledged ^{her} ~~him~~ self to be the CHAIRMAN of WATERVILLE VALLEY BOARD OF SELECTMEN, representing the Waterville Valley Water Department, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Sharon Charron My commission expires: 9/27/2022

**SHARON E. CHARRON, Notary Public
My Commission Expires September 27, 2022**



WATEVAL-03

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Davis & Towle Morrill & Everett, Inc. CONTACT: Mary Ellen Snell, CIC. PHONE: (603) 715-9754. FAX: (603) 225-7935. E-MAIL ADDRESS: msnell@davistowle.com. INSURER(S) AFFORDING COVERAGE: Travelers Insurance. NAIC #: 19048.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Compensation Information**3A States: NH

It is hereby agreed and understood that New Hampshire Department of Environmental Services is included as Additional Insured on General Liability for ongoing operations when required by written contract

CERTIFICATE HOLDER CANCELLATION

Certificate Holder: NH Department of Environmental Services. Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mary Ellen Snell