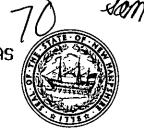


# The State of New Hampshire FEB26'19 pm12:52 DAS DEPARTMENT OF ENVIRONMENTAL SERVICES

# Robert R. Scott, Commissioner



February 14, 2019

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

#### REQUESTED ACTION

Authorize the Department of Environmental Services to award an Asset Management grant to the Hooksett Village Water Precinct, (Vendor Code #154600-B001) Hooksett, NH, in the amount of \$20,000 to improve public water system management, effective upon Governor and Council approval through May 31, 2020. 100% Federal Funds.

Funding is available in the account as follows.

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

Dept. Environmental Services, DWSRF Administration, Grants Federal

FY 2019 \$20,000

#### **EXPLANATION**

The Department of Environmental Services issued a request for proposals for 2018/2019 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.

The Hooksett Village Water Precinct 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.

Respectfully submitted,

Robert R. Scott, Commissioner

Subject: Hooksett Village Water Precinct

# **GRANT AGREEMENT**

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

### **GENERAL PROVISIONS**

### 1. Identification.

1.1 State Agency Name		1.2 State Agency Address				
NH Department of Environmental Services		29 Hazen Drive, Concord, NH 03301				
1.3 Grantee Name		1.4 Grantee Address				
Hooksett Village Water Precinct	,	7 Riverside Street, Ho	The state of the s			
1.5 Effective Date	1.6 Completion Date	1.7 Audit Date.	1.8 Grant Limitation			
Upon G&C Approval	May 31, 2020	N/A	\$20,000			
1.9 Grant Officer for State Agen		1.10 State Agency. Telephone Number				
Luis Adorno, Drinking Water & G		603-271-2472				
NH Department of Environmental	Services					
I.ll Grantee Signature		1.12 Name & Title of Grantee Signor				
Mull Hick		Michael Heidorn, Superintendent Hooksett Village Water Precinct				
1.13 Acknowledgment: State of NH, County of Merrima		<u> </u> ack				
	•					
on Feb. 8 2019	hofore the unde	reigned officer nerse.	nally appeared the person identified n block 1.11, and acknowledged that			
in block 1.12 or satisfactorily pr	, before the under	rsigneu omicer, persor zhose name is sioned i	n block 1.11 and acknowledged that			
s/he executed this document in th	ie capacity indicated in	block 1.12.	ii block 1111, and acknowledged that			
1.13.1 Signature of Notary Public						
Dunda Okassa	MINITE	Manage.				
Things Older						
The state of the s						
[SEALE]						
	<u> </u>	\$ 2 \ZE				
	William.	HIMITEEE				
1.13.2 Name & Title of Notary Public or Justice of the Peace						
	<del></del>					
Linda O Keelo						
MUCIA O JEETH			* 12 5g \$			
1.14 State Agency Signature(s) 1.15 Name/Title of State Agency Signor(s)						
11 h.	61	Robert R. Scott, Comn	nissioner			
Mesta / Co		NH Department of Env	vironmental Services			
1.16 Approval by Attorney General (Form, Substance and Execution)						
		2				
Ass		, ,				
By:		On: 2/25/1	q			
1,17,Approval by the Governor and Executive Council						
	nu Baccutive Council					
Bv:		On:				

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

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

- 4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").
- 4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

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

- 5.1 The Grant Amount is identified and more particularly described in EXHIBIT B. attached hereto.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
- 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

#### 7. RECORDS AND ACCOUNTS.

- 7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

#### 8. PERSONNEL.

- 8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

#### 9.DATA: RETENTION OF DATA: ACCESS.

- 9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

#### 11. EVENT OF DEFAULT: REMEDIES.

- 11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.
- 11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 12. TERMINATION.

- 12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 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

Grantee Initials 1/4 | Date 1/8/19

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 bereunder.

- 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 of 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 subgranteed 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 of 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 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.<u>AMENDMENT.</u> 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. <u>CONSTRUCTION OF AGREEMENT AND TERMS.</u> 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.

# EXHIBIT A SCOPE OF SERVICES

#### Hooksett Village Water Precinct

The Hooksett Village Water Precinct 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. Conduct condition analysis of all water assets and estimate remaining useful life. Update existing water system map.

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 long-term funding plan.

Deliverable: Submit long-term funding plan to NHDES.

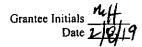
3. Prepare asset management plan. Develop brochure for distribution. Present asset management plan and provide training in asset management principles to Precinct's Board.

Deliverable: Submit asset management plan and brochure to NHDES.

Invitation for NHDES 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 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: Asset Inventory, Condition Assessment and Criticality Assessment	\$12,500			
Task 2: Financial Planning	\$3,750			
Task 3: Implementation and Communication	\$3,750			
TOTAL	\$20,000			

### EXHIBIT C 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.



# **Certificate of Vote of Authorization**

### Hooksett Village Water Precinct 7 Riverside Street, Hooksett, NH 03106

I, Todd Smith, Chair of the Hooksett Village Water Precinct, do hereby certify that at a regular monthly meeting held on January 29, 2019, 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. I also certify that the Board of Water Commissioners further authorized Michael Heidorn, Superintendent, to execute any documents which may be necessary to effectuate this grant agreement.

Michael Heidorn, Superintendent, to execute an	ny documents which may be necessary to
effectuate this grant agreement.	
IN WITNESS WHEREOF, I have hereunto set	
Water Precinct this \$th day of Fabr	2019.
Signatur	
STATE OF NEW HAMPSHIRE	County of Merrimack
On this 8th day of February	2019, before me
On this 8th day of February Total Smith, the	undersigned Notary Public, the above
signed Officer of the Hooksett Village Water P	
who acknowledged himself to be the Chair of t	he Hooksett Village Water Precinct, being
authorized so to do, executed the foregoing inst	rument for the purpose therein contained.
In witness thereof, I have set my hand and office	cial seal.
0	A STATE OF S
Notary Public hund alle	Commission expires:



PRODUCER

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/04/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Dianne Soto

FIAL	/Cross Insurance				PHONE	Eur). (603) 66	9-3218	FAX (A/C, No)	(603) 6	345-4331
	) Elm Street				E-MAIL ADDRES	dsoto@cm	ossagency.con			
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	CLUSIONS AND CONDITIONS OF SUCH PO	ADDL	S. LIMI ISUBRI		REDUC	POLICY EFF	POLICY EXP {MM/DD/YYYY}			
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	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)		
								MED EXP (Any one person)	\$ 5,00	
Α				S2332274		01/01/2019	01/01/2020	PERSONAL & ADV INJURY	+*	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	0,000
	POLICY X PRO: X LOC							PRODUCTS - COMP/OP AGG	s 2,00	0,000
	OTHER: as required by contract							Employee Benefits	s 1,00	0,000
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	X ANY AUTO							BODILY INJURY (Per person)	\$	-
Α	OWNED SCHEDULED			S2332274		01/01/2019	01/01/2020	BODILY INJURY (Per accident)	\$	
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Α	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A		WC9058098		01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$ 500,000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>						E.L. DISEASE - POLICY LIMIT	\$ 500.	
	PUBLIC OFFICIALS LIABILITY							Per Claim Limit	1	000,000
Α	T OBEIO OF TION 25 CA ISLANT			S2332274		01/01/2019	01/01/2020	Aggregate Limit	\$2,0	000,000
		i						Per Claim Deductible	\$10.	.000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	ace is required)			
NH	Department of Environmental Services is inc	duded	as ac	dditional insured with respect	s to the	CGL as per wri	tten contract w	rith the named insured.		
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# Asset Management and Financial Planning Grant 2018-2019 NHDES - Drinking Water and Groundwater Bureau

Grant # PWS ID		Applicant	Amount Requested			
AM-76	1141020	Emerald Lake Village District	\$20,000			
AM-77	1181020	Hooksett Village Water District	\$20,000			
AM-78	1321010	City of Lebanon	\$20,000			
AM-79	2391010	Sanbornville Water Precinct	\$20,000			
AM-80	1291010	Town of Lancaster	\$20,000			
AM-81	1381010	Littleton Water and Light	\$20,000			
AM-82	1792030	Village of Northwood	\$20,000			
AM-83	2501010	Town of Whitefield	\$19,000			
AM-84	1971010	Raymond Water	\$20,000			
AM-85	1241010	City of Keene	\$20,000			
AM-86	0801010	Town of Exeter	\$20,000			
AM-87	2041010	Rye Water	\$20,000			
AM-88	0511030	North Conway	\$20,000			
AM-89	2051010	Town of Salem	\$20,000			
AM-90	2232070	Montrose Condominium	\$4,000			

::::::::: PROJECTS SELECTED FOR FUNDING LISTED ABOVE THIS LINE :::::::::

