



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

April 24, 2014

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to amend an Asset Management and Financial Planning grant to the Crotched Mountain Rehabilitation Center, Inc., (VC# 177652), Greenfield, NH by extending the completion date to October 31, 2014 from May 31, 2014. The original grant was for \$8,000 to develop an asset management plan for the water system. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on June 19, 2013, Item #170. 100% Federal Funds.

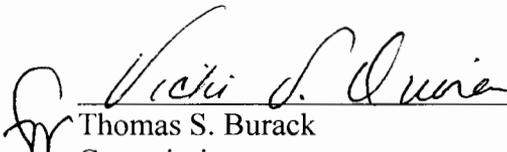
**EXPLANATION**

We are requesting approval of this amendment to the grant agreement in order to provide the Crotched Mountain Rehabilitation Center, Inc. additional time in which to complete the agreed upon scope of services. The Crotched Mountain Rehabilitation Center, Inc. is using the grant funds to develop and prepare an asset inventory and condition assessment, optimized operations and maintenance plan, and financial and communications plan for their water system.

The reason for this extension is due to the fact that the authorization for the contractor to begin the project was not granted until December of 2013 and due to the significant amount of snow cover lasting into April the inventory and mapping could not be completed therefore delaying the whole project.

In the event that the Federal funds no longer become available, General Funds will not be requested to support this program.

We respectfully request your approval.

  
\_\_\_\_\_  
Thomas S. Burack  
Commissioner



**Grant Agreement with the Crotched Mountain Rehabilitation Center, Inc.  
Asset Management and Financial Planning Grant  
Amendment No. 1**

RECEIVED  
MAR 17 2014  
UNDERWOOD ENGINEERS  
PORTSMOUTH NH

This Agreement (hereinafter called the Amendment) dated this 14 day of March 2014, 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 Crotched Mountain Rehabilitation Center, Inc. acting by and through its Senior Vice President, Michael A. Terrian (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 19, 2013, 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, 2014 to October 31, 2014.
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.

STATE OF NH  
DEPT OF JUSTICE  
2014 MAY -7 PM 12:50

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

CROTCHED MOUNTAIN REHABILITATION CENTER, INC.

By Michael A. Terrian  
Michael A. Terrian, Senior Vice President

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this the 14<sup>th</sup> day of March 2014 before the undersigned officer, personally appeared Michael Terrian 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.

Lorrie A. Rudis

My Commission Expires:

**LORRIE A. RUDIS, Notary Public**  
My Commission Expires **September 18, 2018**

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: Thomas S. Burack  
Thomas S. Burack, Commissioner

Approved by Attorney General this 6<sup>th</sup> day of May, 2014, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

[Signature]



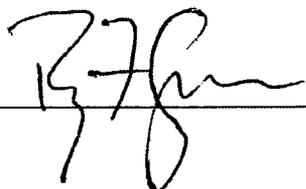
**Certificate of Vote of Authorization**

**CROTCHED MOUNTAIN REHABILITATION CENTER, INC. WATER SYSTEM  
One Verney Drive, Greenfield, NH 03047**

I, Benjamin F. Gayman, Secretary of the Crotched Mountain Rehabilitation Center, Inc. (Water System) do hereby certify that at a special meeting held on December 3, 2012, the Board of Directors voted to enter into a grant agreement with the NH Department of Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Water System further authorized Michael A. Terrian, Vice President, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Vice President of Crotched Mountain Rehabilitation Center, Inc. Water System this 2nd day of April 2014.

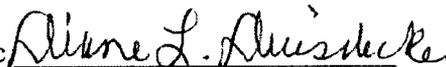
Signature: 

STATE OF NEW HAMPSHIRE  
County of Hillsborough

On this 2<sup>nd</sup> day of April, 2014, before me Diane L. Duisdecker

(Notary Public) the undersigned Officer, personally appeared Benjamin F. Gayman, who acknowledged himself to be the Secretary of Crotched Mountain Rehabilitation Center, Inc. (Water System), who being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Notary Public  My commission expires: 07/14/2015





NEW HAMPSHIRE

**Corporation Division**

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[Name Appeal Process](#)

Date: 5/6/2014

**Filed Documents**

(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
CROTCHED MOUNTAIN REHABILITATION CENTER, INC.	Legal

**Non-Profit Corporation - Domestic - Information**

<b>Business ID:</b>	55750
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	6/28/1984
<b>Principal Office Address:</b>	1 VERNEY DR GREENFIELD NH 03047
<b>Principal Mailing Address:</b>	No Address
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	12/17/2010
<b>Last Annual Report Filed:</b>	2010

**Registered Agent**

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**





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The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 30, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

APPROVED G & C

DATE 6/19/13

ITEM # 170

REQUESTED ACTION

Authorize the Department of Environmental Services to award an Asset Management and Financial Planning grant to Crotched Mountain Rehabilitation Center, Inc., Greenfield, NH (Vendor #177652), in the amount of \$8,000 to improve public water system management, effective upon Governor and Council approval through May 31, 2014. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-4718-072-500574  
Dept Environmental Services, DWSRF Administration, Grants- Federal

FY 2013  
\$8,000

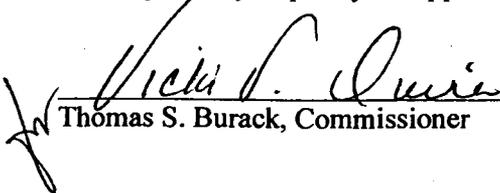
EXPLANATION

The Department of Environmental Services issued a request for proposals for 2012/2013 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. Twenty 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 twelve of the twenty applicants. See attachment A for the project rankings and list of reviewers.

The Crotched Mountain Rehabilitation Center, Inc. will use the grant funds to develop and prepare an asset inventory and condition assessment, optimized operations and maintenance plan, and financial and communications plans.

In the event that federal funds no longer become available, general funds will not be requested to support this program. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

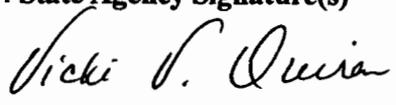
**Subject: Crotched Mountain Rehab Center**

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. Identification.**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3 Grantee Name</b> Crotched Mountain Rehabilitation Center, Inc.		<b>1.4 Grantee Address</b> 1 VERNEY DR GREENFIELD NH 03047	
<b>1.5 Effective Date</b> Upon G&C Approval	<b>1.6 Completion Date</b> May 31, 2014	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$8,000
<b>1.9 Grant Officer for State Agency</b> Adam Torrey, Infrastructure Sustainability Manager NH Department of Environmental Services		<b>1.10 State Agency. Telephone Number</b> 603-271-2950	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Michael A. Terrian, Sr. Vice President	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Hillsborough</u>  On <u>May 16, 2013</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [SEAL] 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Katie Vilamarim, Human Resources ASP</u>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner NH Department of Environmental Services	
<b>1.16 Approval by Attorney General (Form, Substance and Execution)</b> By:  On: <u>6-5-13</u>			
<b>1.17 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OR AGREEMENT.**

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

11. **EVENT OF DEFAULT: REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. **TERMINATION.**

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

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

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 *JWP*  
Date 5-16-13

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 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 subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

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

17. **INSURANCE AND BOND.**

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

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

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

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice 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

Date 5/16/13

EXHIBIT A  
SCOPE OF SERVICES

Crotched Mountain Rehabilitation Center, Inc.

The Crotched Mountain Rehabilitation Center, Inc. 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 DES, will be accomplished:

1. Asset Management and Financial Planning. Submit documentation and invoices to DES.

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. **If invoice is less than initial estimate only the amount on the invoice will be paid.**

<b>Task Number/Description</b>	<b>Asset Management Grant</b>
Task 1: Asset Inventory and condition Assessment for distribution system. Financial planning by Owner.	\$3,000
Task 2: Asset operation and maintenance plan for cost effective management of supply, distribution, and storage. Asset management training by Owner.	\$1,000
Task 3: Water system evaluation including condition assessment of critical assets, budgeting and prioritization of capital projects, mapping, level of service, and funding.	\$4,000
<b>TOTAL</b>	<b>\$8,000</b>

EXHIBIT C  
SPECIAL PROVISIONS

Subparagraphs 1.7 of the General Provisions shall not apply to this Agreement. Subparagraph 17 of the General Provisions shall be modified to accept the General Liability Insurance of \$5,000,000.

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

Requests for payment along with required proof of work must be submitted no later than 90 days after the final completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

**Certificate of Vote of Authorization**

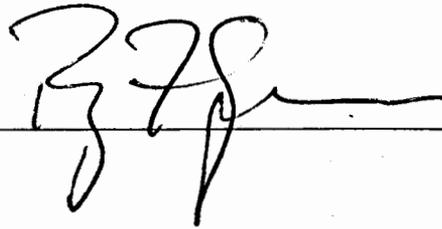
**CROTCHED MOUNTAIN REHABILITATION CENTER WATER SYSTEM  
One Verney Drive, Greenfield, NH 03047**

I, Benjamin F. Gayman, of the Crotched Mountain Rehabilitation Center, do hereby certify that at a special meeting held on December 3, 2012, the Board of Directors (governing body) voted to enter into a grant agreement with the NH Department of Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Water System further authorized Michael Terrian, Vice President, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of Crotched Mountain Rehabilitation Center, the 4th day of December, 2012.

Signature: \_\_\_\_\_

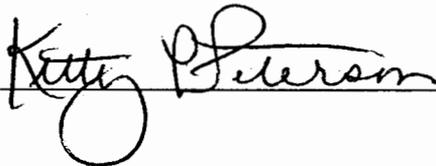


STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 4th day of December, 2012, before me Kitty L. Peterson, the undersigned officer, personally appeared Benjamin F. Gayman, who acknowledged himself to be the Secretary of Crotched Mountain Rehabilitation Center, Inc., being authorized so to do, executed the foregoing instrument for the purchase therein contained.

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

Notary Public: \_\_\_\_\_



My commission expires: \_\_\_\_\_

**KITTY L. PETERSON  
NOTARY PUBLIC - NEW HAMPSHIRE  
My Commission Expires October 26, 2016**

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

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

PRODUCER USI Insurance Services LLC PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Crotched Mountain Foundation 1 Verney Drive Greenfield, NH 03047	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Company		23850
	INSURER B: AIM Mutual Insurance Company		33758
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK900397	08/01/2012	08/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK900397	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB391564	08/01/2012	08/01/2013	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ECC60040002282013A	04/07/2013	04/07/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK900397	08/01/2012	08/01/2013	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 This certificate covers all operations usual and customary to the insureds business.

\*\* Supplemental Name \*\*  
 CMRS II, CMRS IV, CMRS-Whitefield Inc  
 Crotched Mountain Community Care Inc  
 (See Attached Descriptions)

CERTIFICATE HOLDER NH-State of, Department of Environmental Services ATTN: Tim Noury 29 Hazen Drive - P.O. Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## Search

- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

**Date:** 6/3/2013      **Filed Documents**  
(Annual Report History, View Images, etc.)

**Business Name History**

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<b>Name</b>	<b>Name Type</b>
CROTCHED MOUNTAIN REHABILITATION CENTER, INC.	Legal

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**Non-Profit Corporation - Domestic - Information**

<b>Business ID:</b>	55750
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	6/28/1984
<b>Principal Office Address:</b>	1 VERNEY DR GREENFIELD NH 03047
<b>Principal Mailing Address:</b>	No Address
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	12/17/2010
<b>Last Annual Report Filed:</b>	2010

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**Registered Agent**

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

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**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

**Attachment A  
2012-2013 Grant Round – Asset Management & Financial Planning**

**Applications and Rankings**

<b>PWS ID</b>	<b>Applicant</b>	<b>Amount Requested</b>	<b>Ranking Score</b>
2041010	Rye Water District	\$15,000	65
2111010	Seabrook Water System	\$15,000	65
1221010	Jaffrey Water Dept	\$15,000	60
1521010	Town of Meredith	\$15,000	55
0972010	Crooked Mt. Rehab Center	\$8,000	50
0481010	Town of Colebrook	\$12,500	50
0511010	Conway Village Fire District	\$15,000	50
0181020	Lower Bartlett Water District	\$15,000	50
0511030	North Conway Water District	\$15,000	50
2141010	Wallingford Water & Sewer	\$15,000	50
0741010	Plymouth Village Water & Sewer	\$15,000	50
0121010	Greenback Water Works	\$15,000	50
***** PROJECTS CURRENTLY ELIGIBLE FOR FUNDING LISTED ABOVE THIS LINE *****			
<b>0851010</b>	<b>City of Franklin</b>	<b>\$15,000</b>	<b>45</b>
<b>2151010</b>	<b>Somersworth Water Works</b>	<b>\$15,000</b>	<b>45</b>
<b>1531010</b>	<b>Merrimack Village District</b>	<b>\$7,000</b>	<b>45</b>
<b>1681010</b>	<b>Newfields Water &amp; Sewer District</b>	<b>\$13,000</b>	<b>40</b>
<b>1241010</b>	<b>City of Keene</b>	<b>\$15,000</b>	<b>40</b>
<b>0651010</b>	<b>Dover Water Dept</b>	<b>\$15,000</b>	<b>40</b>
<b>2011010</b>	<b>Rollinsford Water &amp; Sewer</b>	<b>\$15,000</b>	<b>35</b>
<b>1051010</b>	<b>Aquarion Water Company</b>	<b>\$15,000</b>	<b>35</b>

**Grant Reviewer List**

<b>Name</b>	<b>Department</b>	<b>Bureau</b>	<b>Title</b>	<b>Years Experience</b>
Richard Skarinka	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer III	Twelve years managing the grant program
Daniel Dudley	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer III	One year managing the grant program
Adam Torrey	NHDES	Drinking Water & Groundwater Bureau	Environmental Program Manager	One year managing the grant program

