



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



November 21, 2013

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (DES) to enter into a contract with New Hampshire Water Works Association, Inc. of Concord, N.H. (VC # 166615) totaling \$74,800 to provide training classes for certified drinking water operators and contract services for NH's Drinking Water Week Festival, effective upon Governor and Council approval through December 31, 2015. 100% Drinking Water Loan Management Funds.

Funding is available in the account as follows:

| | <u>FY 2014</u> | <u>FY 2015</u> |
|--|----------------|----------------|
| 03-44-44-442010-4790-102-500731 | \$37,400.00 | \$37,400.00 |
| Dept Environmental Services, DWSRF Loan Management, Contracts for Program Services | | |

2. Authorize the Department of Environmental Services (DES) to enter into a contract with New England Water Works Association, Inc. of Holliston, MA. (VC # 161159) totaling \$50,000 to provide training classes for certified drinking water operators and staff registrations for water works operations conferences, effective upon Governor and Council approval through December 31, 2015. 100% Drinking Water Loan Management Funds.

Funding is available in the account as follows:

| | <u>FY 2014</u> | <u>FY 2015</u> |
|--|----------------|----------------|
| 03-44-44-442010-4790-102-500731 | \$25,000.00 | \$25,000.00 |
| Dept Environmental Services, DWSRF Loan Management, Contracts for Program Services | | |

EXPLANATION

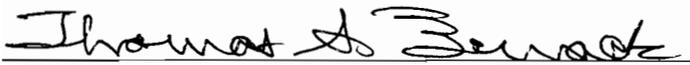
The State of New Hampshire requires 1,162 public water systems to have certified drinking water operators. These operators must have a requisite amount of experience and education and must pass an exam to become certified. Certification of Water Operator Rules, Env-Dw 502.08, further requires certified drinking water operators to attain a minimum amount of continuing education to be eligible to

renew and maintain their certification. DES conducted surveys of drinking water operators, public water system owners and managers, and held numerous meetings with the various training organizations, to determine how to best meet current and future training needs of the NH drinking water industry. With this input DES developed a training approach that identified training goals, needs, and types. The agreements will provide continued support for the training needed to certify and maintain certification for drinking water operators.

DES solicited proposals from contractors through state-wide newspaper notices and direct mailings to drinking water training associations for two separate training programs. One proposal to train water system operators of very small water systems, those serving fewer than 500 people and one for small water systems serving fewer than 3300 people. One organization responded to each Request for Proposals: New Hampshire Water Works Association (NHWWA) and New England Water Works Association (NEWWA). DES evaluated the proposals based on knowledge of State and Federal drinking water regulations, demonstrated training experience, and knowledge of water system operations. DES selected NHWWA for the very small water system training component and NEWWA for the small water system training component. Both associations are non-profit associations and have many years of experience in training New Hampshire drinking water operators.

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

We respectfully request your approval.



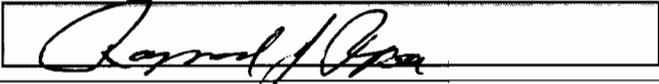
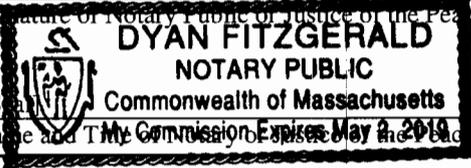
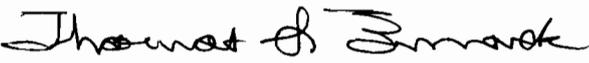
Thomas S. Burack, Commissioner

Subject: Drinking Water Operator Training Contract FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|---|--|
| 1.1 State Agency Name <u>NH Department of Environmental Services</u> | | 1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03301</u> | |
| 1.3 Contractor Name <u>New England Water Works Association, Inc.</u> | | 1.4 Contractor Address <u>125 Hopping Brook Road, Holliston, MA 01746</u> | |
| 1.5 Contractor Phone Number <u>508-893-7979</u> | 1.6 Account Number <u>442010-4790 -102</u> | 1.7 Completion Date <u>12/31/15</u> | 1.8 Price Limitation <u>\$50,000.00</u> |
| 1.9 Contracting Officer for State Agency <u>Wade Pelham, Operator Certification Program Manager</u> | | 1.10 State Agency Telephone Number <u>603-271-2410</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>Raymond J. Rozosa, Executive Director</u> | |
| 1.13 Acknowledgement. State of <u>MA</u> , County of <u>Middlesex County</u> On <u>Nov. 1 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. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  | |  | |
| 1.13.2 Name and Title of Notary Public or Justice of the Peace <u>[Redacted]</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12/22/13</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 04/15

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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 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 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 4/11/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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

The New England Water Works Association (NEWWA) shall perform the following tasks:

1. Provide 40 drinking water operator training classes for drinking water operators of public water systems.
 - a. NEWWA will be guaranteed \$1,250.00 for each class.
 - b. Registrants shall pay the balance of any registration fee.
 - c. NHDES shall be reserved two seats in each class with no additional registration fee.
 - d. NEWWA shall advertise each class.
 - e. NHDES shall provide a site in which to deliver each class.
 - f. NEWWA shall provide all materials necessary to deliver the training.
 - g. NEWWA shall provide each registrant a proof of participation certificate.
 - h. Classes may be postponed or cancelled for cause by mutual agreement of NHDES and NEWWA.
2. Provide NHDES up to eight full registrations to the NEWWA Spring Operations Conference in 2014.
3. Provide NHDES up to eight full registrations to the NEWWA Spring Operations Conference in 2015.
4. Provide NHDES two full and up to two partial (minus meals) registrations to the NEWWA Fall Annual Conference in 2014.
5. Provide NHDES two full and up to two partial (minus meals) registrations to the NEWWA Fall Annual Conference in 2015.

All training topics, instructors, time, date and locations shall be reviewed and approved by NHDES prior to the training. All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include a citation that funding was provided by NHDES along with the NHDES logo.

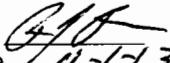
Contractor Initials 
Date 11-17-13

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

1. Contract Price shall not exceed \$50,000.00
2. Upon submittal of a summary report documenting completion of each training course, including course evaluations. An amount not to exceed: \$1,250.00 each course
3. All services shall be performed to the satisfaction of NHDES.
4. Should the New England Water Works Association dissolve, all remaining funds shall be diverted back to NHDES.

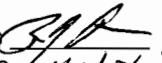
Contractor Initials 
Date 11-1-13

Exhibit C
Special Provisions

Subparagraph 14.1.1 of the General Provisions shall allow reduction of comprehensive general liability insurance per incident from \$2,000,000 per incident to \$1,000,000 per incident for both NHWWA and NEWWA. They are both non-profit associations requiring only \$1,000,000 in general liability. To increase the liability coverage would be a financial burden.

Contractor Initials CAF
Date 11-1-13

CERTIFICATE

I, FRANKIS E. KENNEY JR, DEPUTY EXECUTIVE DIRECTOR of the NEW ENGLAND WATER do
(Printed Name of Certifying Officer) (Office) (Grantee) WORKS ASSOCIATION

hereby certify that: (1) I am the duly elected DEPUTY EXECUTIVE; (2) at the meeting held on
(Office) DIRECTOR

10, 25, 2013, the Organization voted to accept DES funds and to enter into a contract with the Department of Environmental Services; (3) the Organization further authorized the EXECUTIVE DIRECTOR execute any documents which may be necessary for this contract;
(Office)

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (5) the following person has been appointed to and now occupies the office indicated in (3) above:

RAYMOND J. RAPOSA
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the DEPUTY EXECUTIVE DIRECTOR of
(Office of Certifying Officer)
the Organization, this 1 day of November 2013.

[Signature]
(Signature of Certifying Officer)

Massachusetts
STATE OF ~~NEW HAMPSHIRE~~
County of Middlesex

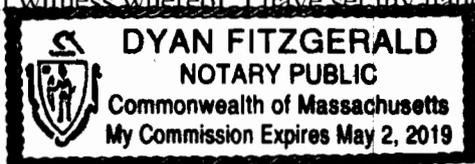
On this the 1st day of November, before me Dyan Fitzgerald
(Notary Public)

the undersigned officer, personally appeared Frances Kenney who acknowledged
(Printed Name of Certifying Officer)

him/herself to be the Certifier of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

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



Commission Expiration Date: May 2 2019
(Seal)

[Signature]
(Notary Public Signature)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND WATER WORKS ASSOCIATION, INC., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on November 18, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of October, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2013

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 Bright Agency, Inc. 6 Congress St. P.O. Box 424 Milford MA 01757 | CONTACT NAME: Kourtney Powers PHONE (A/C No. Ext): (508) 473-0556 E-MAIL ADDRESS: | FAX (A/C No.): (508) 478-6709 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Maryland Casualty Company NAIC # 19356 INSURER B: NorGuard INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED New England Water Works Assoc 125 Hopping Brook Road Holliston MA 01746-1471 | | |

COVERAGES CERTIFICATE NUMBER: CL1311104143 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.

| INBR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | PPS 00769010 | 4/26/2013 | 4/26/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | DED | | | | | | \$ |
| | RETENTION \$ | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | NEWC425534 | 10/28/2013 | 10/28/2014 | WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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|--|---|
| CERTIFICATE HOLDER New Hampshire Department of Environmental Services 39 Hazen Drive Concord, NH 03301 | 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 Peter Ellis/KOURT |
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Subject:

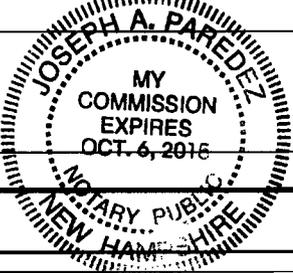
Drinking Water Operator Training Contract

AGREEMENT

The State of New Hampshire and the Contractor 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 Contractor Name New Hampshire Water Works Association, Inc. | | 1.4 Contractor Address 18 North Main Street, Suite 308, Concord, NH 03301 | |
| 1.5 Contractor Phone Number 603-415-3959 | 1.6 Account Number 442010-4790-102 | 1.7 Completion Date 12/31/15 | 1.8 Price Limitation \$74,800.00 |
| 1.9 Contracting Officer for State Agency Wade Pelham, Operator Certification Program Manager | | 1.10 State Agency Telephone Number 603-271-2410 | |
| 1.11 Contractor Signature <i>Stephen J. DeI Deo</i> | | 1.12 Name and Title of Contractor Signatory STEPHEN J. DEI DEO, Executive Director + COO | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>10/24/2015</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] <i>Joseph A. Paredes</i> | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Joseph A. Paredes, Notary Public | | | |
| 1.14 State Agency Signature <i>Thomas S. Burack</i> | | 1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>11/22/13</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials STDD
Date 10/24/2013

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor 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 Contractor notice of termination;
- 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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 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 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials CTD
Date 10/24/2013

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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

The New Hampshire Water Works Association (NHWWA) shall perform the following tasks:

1. Provide 4 Small Water System Water Operator Courses for new drinking water operators of public water systems serving less than 500 people.
 - a. NHWWA will be guaranteed \$24,800 (\$6,200 for each course).
 - b. Registrants shall pay no more than \$50 each to cover the cost of materials.
 - c. NHWWA will provide course instruction.
 - d. NHDES shall advertise each course.
 - e. NHDES shall provide a site in which to deliver each course.
 - f. NHWWA shall provide each registrant a proof of participation certificate.

2. Provide 2 Basic Water Works Mathematics Classes.
 - a. NHWWA will be guaranteed \$7,000 (\$3,500 for each class).
 - b. Registrants shall pay no more than \$50 each to attend.
 - c. NHWWA will provide course instruction.
 - d. NHWWA shall advertise each class.
 - e. NHWWA shall provide a site in which to deliver each class.
 - f. NHWWA shall provide all materials necessary to deliver the training.
 - g. NHWWA shall provide each registrant a proof of participation certificate.

3. Provide 4 exam prep courses for water operator certification exams.
 - a. NHWWA will be guaranteed \$24,000 (\$6,000 for each class)
 - b. Registrants shall pay no more than \$50 each to attend the class.
 - c. NHWWA will provide course instruction.
 - d. NHWWA shall advertise each seminar.
 - e. NHWWA shall provide a site in which to deliver each seminar.
 - f. NHWWA shall provide all materials necessary to deliver the training.
 - g. NHWWA shall provide each registrant a proof of participation certificate.

4. Provide 12 Operator Roundtable continuing education seminars for drinking water system operators of small public water systems. Each seminar shall entitle the attendees to a minimum of 2.5 training contact hours (TCH).
 - a. NHWWA will be guaranteed \$18,000 (\$1,500 for each seminar).
 - b. Registrants shall pay no more than \$20 each to attend a seminar.
 - c. NHWWA shall advertise each seminar.
 - d. NHWWA shall provide a site in which to deliver each seminar.
 - e. NHWWA shall provide all materials necessary to deliver the training.
 - f. NHWWA shall provide each registrant a proof of participation certificate.

5. Provide logistical support for the 2014 and 2015 New Hampshire Drinking Water Festivals.
 - a. NHWWA will be guaranteed \$1,000 (\$500 for each festival)
 - b. NHWWA will supply the materials for student activities, science fair awards, and any associated site and administrative costs.

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All training topics, instructors, times, dates and locations shall be reviewed and approved by the New Hampshire Department of Environmental Services (NHDES) prior to the training. All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include a citation that funding was provided by NHDES along with the NHDES logo. NHDES and NHWWA shall agree on the number and type of training session in 6 month increments for each training category listed above.

Contractor Initials STDD
Date 10/24/2013

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of NHDES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

1. Small Water System Water Operator Courses

a) Upon submittal of a summary report documenting completion of each course, including course evaluations. \$6,200 per course
Subtotal \$24,800

2. Basic Water Works Mathematics Courses

a) Upon submittal of a summary report documenting completion of the course, including course evaluations. \$3,500 per course
Subtotal \$7,000

3. Water Works Exam Prep Course

a) Upon submittal of a summary report documenting completion of each class, including course evaluations. \$6,000 per course
Subtotal \$24,000

4. Operator Roundtable Continuing Education Training Seminars

a) Upon submittal of a summary report documenting completion of each continuing education seminar, including course evaluations. \$1,500 per seminar
Subtotal \$18,000

5. NH Drinking Water Festivals

a) Upon submittal of a summary documenting fulfillment of festival support. \$500 per festival
Subtotal \$1,000

Total \$74,800.00

1. Contract price shall not exceed \$74,800.00.
2. All services shall be performed to the satisfaction of NHDES.
3. Should the New Hampshire Water Works Association dissolve, all remaining funds shall be diverted back to NHDES.

Contractor Initials SCD
Date 10/24/2013

Exhibit C
Special Provisions

Subparagraph 14.1.1 of the General Provisions shall allow reduction of comprehensive general liability insurance per incident from \$2,000,000 per incident to \$1,000,000 per incident for both NHWWA and NEWWA. They are both non-profit associations requiring only \$1,000,000 in general liability. To increase the liability coverage would be a financial burden.

Contractor Initials CTD
Date 10/24/2013

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of the New Hampshire Water Works Association, Inc., held on October 22, 2013, it was voted that Stephen J. Del Deo, the executive Director and Chief Operating Officer of the New Hampshire Water Works Association, Inc., hereto known as NHWWA, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the NHWWA and such execution of any contract or obligation in the NHWWA name on its behalf by such officer under seal of the NHWWA shall be valid and binding upon the NHWWA.

I hereby certify that I am the Clerk and Treasurer of the NHWWA and that Stephen J. Del Deo is the duly elected officer as stated above of the NHWWA. The vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

10/22/13

Date



Clerk

Corporate Seal

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE WATERWORKS ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed January 21, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of October A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2013

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).

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|--|---|--------------------------------------|
| PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511 | CONTACT NAME: Danielle Rice PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: drice@rowleyagency.com | FAX (A/C No.): (603) 224-8012 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED NH Water Works Association, Inc. 18 N. Main St. Suite 308 Concord NH 03301 | INSURER A: Union Insurance Company NAIC # 25844 | |
| | INSURER B: Workers' Compensation Pool NAIC # 0060 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

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 | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|-------------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | CLA003550726 | 10/10/2013 | 10/10/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | PRODUCTS - COMPOP AGG \$ 2,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | UMBRELLA LIAB | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> OCCUR | | | | | | \$ |
| | EXCESS LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DED | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC-28-83-004058-03 3A States: NH | 10/10/2013 | 10/10/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Covering operations of the named insured during the policy period.

Account #442010-4790

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| CERTIFICATE HOLDER State of NH Department of Environmental Services PO Box 95 29 Hazen Drive Concord, NH 03302-0095 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Danielle Rice/DJR  |