The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

JAN 20 '21 AM 11:26 RCVD

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January 13, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund grant (PO # 1065751) to the Conway Village Fire District (VC# 177213-B002), Conway, NH, by increasing the grant amount by $30,000 from $165,000 to $195,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through June 1, 2022. The original grant was approved by Governor and Council on January 23, 2019, Item #18 and amended on November 18, 2020, Item #5D. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	FY 2021
03-44-44-442010-3904-073-500580	$30,000

Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal

EXPLANATION

We are requesting approval of this amendment in order to provide the Conway Village Fire District additional funds to complete the agreed-upon scope of services. The project is a water main project that is a component of a Town of Conway and New Hampshire Department of Transportation (NHDOT) Main Street Improvement project that started design in 2014. The District took advantage of this opportunity to replace approximately 3,000 linear feet of water main while the road was being worked on by NHDOT. The project was funded by a loan from the Drinking Water State Revolving Fund (DWSRF) awarded in 2014. Since that time, the NHDOT's project scope expanded causing significant delays. The District was awarded a grant for $165,000 in 2019 from the Drinking Water and Groundwater Trust Fund (DWGTF) to bridge the gap of the approved loan amount from the DWSRF and the estimated increase due to the delays.

In August 2020, NHDOT accepted bids for their project, which includes the District's water main project. The actual bid prices showed an increase of approximately $68,000 to the District. The District was awarded a grant increase of $30,000 by the Drinking Water and Groundwater Advisory Commission on November 9, 2020 to be matched with their own funds in order to cover the cost difference between the estimate and actual project cost based on the accepted bid.

To date, no funds from the original grant have been spent because the District must expend the DWSRF loan prior to the grant funds.

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

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

Grant Agreement with the Conway Village Fire District
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 2

This Agreement (hereinafter called the Amendment) dated this _____ day of _____, 2020, 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 Conway Village Fire District acting by and through its Board of Commissioners Chairman, Steve Bamsey (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 23, 2019 and amended on November 18, 2020, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

   (A) The Grant Limitation set forth in sub-paragraph 1.8 of the Agreement shall be changed from $165,000 to $195,000.
   (B) The grant award as set forth in the third paragraph of Exhibit B shall be changed from $165,000 to $195,000.

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.

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

CONWAY VILLAGE FIRE DISTRICT

By _____
Steve Bamsey
Chairman, Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

On this the 19th day of Nov, before the undersigned officer, personally appeared Steve Bamsey 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.

AMY SNOW
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES APRIL 11, 2023
NOTARY PUBLIC

_____

My Commission Expires: 4/11/2023

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this 19th day of January 2021, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

_____

EXHIBIT A
SCOPE OF SERVICES

Conway Village Fire District (District):

The Conway Village Fire District (District) will use the grant funds to replace water main along Main Street in order to improve the fire flow volumes and pressures in the downtown area, and to eliminate any lead jointed pipes. Additionally, it will provide backup and redundant flows within the distribution system. This is a combined project with the NH Department of Transportation and the Town to rebuild Main Street, the drainage system, sidewalks and water main. The grant funds will be used for engineering design, bidding, and construction to replace approximately 2,800 linear feet of 10" unlined cast iron water main under Main Street with lined ductile iron pipe. Roadway, drainage and sidewalk improvements will also be included in the project. Only water related costs are eligible.

EXHIBIT B
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The total reimbursement shall not exceed the grant award of $195,000. Requests for grant funds will be no more than monthly. Drinking Water State Revolving Fund (DWSRF) loan funds must be expended prior to receiving grant funds.

EXHIBIT C
SPECIAL PROVISIONS

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

Grantee Initials LB
Date 11/19/2020

Certificate of Vote of Authorization

CONWAY VILLAGE FIRE DISTRICT
128 West Main St. Conway, NH 03818

I, Amy Snow, Clerk of the Conway Village Fire District, do hereby certify that at a Commissioners' meeting held on December 10, 2020, the Conway Village Fire District Commissioners (governing body) voted to except any additional grant funding from the Drinking Water and Groundwater Trust Fund (DWGTF) to help fund the Water Main Replacement Project in Main Street.

The Commissioners further authorized Steve Bamsey, Commission Chair, at a Commissioners' meeting held on March 20, 2020 to act on behalf of Conway Village Fire District in signing and executing any and all documents out of session pertaining to all approved current and future projects in the District.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Conway Village Fire District the 11th day of December, 2020.

Signature _____
Amy Snow, Clerk

STATE OF NEW HAMPSHIRE County of Carroll

This instrument was acknowledged before me this 11 day of December, 2020 by Amy Snow, Clerk of the Conway Village Fire District.

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

Notary Public _____

[My commission expires on July 13, 2021.]

STACY BOLDUC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES JULY 13 2021
NOTARY PUBLIC

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Conway Village Fire District 128 West Main Street Conway, NH 03818	526	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2021	1/1/2022	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: ☐ Any auto	1/1/2021	1/1/2022	Combined Single Limit (Each Accident)	$ 5,000,000
			Aggregate	$ 5,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	$2,000,000
			Each Accident	$2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
X **Property (Special Risk Includes Fire and Theft)**	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
New Hampshire Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302	**By:** Mary Beth Purcell **Date:** 12/9/2020 mpurcell@nhprimex.org **Please direct inquires to:** **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

October 20, 2020

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

APPROVED G & C
DATE 18 November 2020
ITEM # 5D

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund grant (PO # 1065751) to the Conway Village Fire District (VC# 177213-B002), Conway, NH, by extending the completion date from December 1, 2020 to June 1, 2022. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on January 23, 2019, Item #80. 100% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting this extension because commencement of the work was delayed. The project is a joint project with a New Hampshire Department of Transportation (NHDOT) project. The NHDOT review process took longer than anticipated and was beyond Conway Village Fire District's control as they are a force account on the project. The bid process is complete and all of NHDOT and the District's construction is anticipated to be completed in the 2021 construction season. To date, no funds of the original grant have been spent.

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

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

NHDES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Grant Agreement with the Conway Village Fire District
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 22 day of October, 2020, 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 Conway Village Fire District acting by and through its Board of Commissioners Chairman, Steve Bamsey (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 23, 2019, 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 December 1, 2020 to June 1, 2022.

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.

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

CONWAY VILLAGE FIRE DISTRICT

By _____
Steve Bamsey
Chairman, Board of Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

On this the 17th day of Sept, before the undersigned officer, personally appeared Steve Bamsey 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.

AMY BNOW
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES APRIL 11, 2023
NOTARY PUBLIC

_____

My Commission Expires: 4/11/23

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this 23rd day of October 2020, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

_____

Certificate of Vote of Authorization

CONWAY VILLAGE FIRE DISTRICT
128 West Main St. Conway, NH 03818

I, Amy Snow, Clerk of the Conway Village Fire District, do hereby certify that at a Commissioners' meeting held on September 17th, 2020, the Conway Village Fire District Commissioners (governing body) voted to except any additional grant funding from the Drinking Water and Groundwater Trust Fund (DWGTF) to help fund the Water Main Replacement Project in Main Street.

The Commissioners further authorized Steve Bamsey, Commission Chair, at a Commissioners' meeting held on March 20, 2020 to act on behalf of Conway Village Fire District in signing and executing any and all documents out of session pertaining to all approved current and future projects in the District.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Conway Village Fire District the 17th day of September, 2020.

Signature _____
Amy Snow, Clerk

STATE OF NEW HAMPSHIRE County of Carroll

This instrument was acknowledged before me this 17 day of September, 2020 by Amy Snow, Clerk of the Conway Village Fire District.

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

Notary Public _____

[My commission expires on July 13-2021.]

STACY BOLDUC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES JULY 13 2021
NOTARY PUBLIC

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	Member Number:	Company Affording Coverage:
Conway Village Fire District 128 West Main Street Conway, NH 03818	526	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (if Not)	
X	General Liability (Occurrence Form)	1/1/2020	1/1/2021	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability	1/1/2020	1/1/2021	Combined Single Limit (Each Accident)	$ 5,000,000
	Deductible Comp and Coll:			Aggregate	$ 5,000,000
	Any auto				
X	Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	X Statutory	$2,000,000
				Each Accident	$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
X	Property (Special Risk includes Fire and Theft)	1/1/2020	1/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
New Hampshire Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			By: Mary Beth Purcell Date: 9/15/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

December 19, 2018

APPROVED G & C
DATE 1/23/19
ITEM # 80

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Conway Village Fire District (VC# 177213), Conway, NH in the amount not to exceed $165,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through December 1, 2020. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:

	FY 2019
03-44-44-442010-3904-073-500580 Dept Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	$165,000

EXPLANATION

The Drinking Water and Ground Water Trust Fund was created in 2016, using $276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On August 30, 2018, the Advisory Commission voted to authorize grants and loans for nineteen drinking water improvement projects. The Conway Village Fire District's Main Street Water Main Replacement Project request for $165,000 was selected for grant funding from the Drinking Water and Groundwater Trust Fund. The District will use the grant funds to replace water main along Main Street in order to provide redundant flows, improve pressures and fire flows in the downtown area and eliminate any lead jointed pipes. This is part of a combined project with the NH Department of Transportation and has received loan funding from the Drinking Water State Revolving Loan Fund.

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

We respectfully request your approval.

Robert R. Scott
Commissioner

DES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Subject: Conway Village Fire District

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. **Identification.**

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Conway Village Fire District		**1.4 Grantee Address** 128 West Main Street, Conway, NH 03818	
1.5 Effective Date Upon G&C Approval	**1.6 Completion Date** December 1, 2020	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $165,000
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		**1.10 State Agency Telephone Number** 603-271-8321	
1.11 Grantee Signature Steve Ramsey		**1.12 Name & Title of Grantee Signor** Steve Ramsey Boc chair	

1.13 Acknowledgment: State of New Hampshire **County of** Carroll

On 12/6/18, **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]

STATE OF NEW HAMPSHIRE NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 11, 2023

1.13.2 Name & Title of Notary Public or Justice of the Peace

Amy Snow - Notary Public

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner NH Department of Environmental Services

1.16 Approval by Attorney General (Form, Substance and Execution)

By: **On:** January 9, 2019

1.17 Approval by the Governor and Executive Council

By: **On:**

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.

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

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

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

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

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

7. RECORDS AND ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

10. CONDITIONAL NATURE OF 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

Date 12.6.18

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

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

20. 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 AB.
Date 12.6.18

EXHIBIT A
SCOPE OF SERVICES

Conway Village Fire District (District):

The Conway Village Fire District (District) will use the grant funds to replace water main along Main Street in order to improve the fire flow volumes and pressures in the downtown area, and to eliminate any lead jointed pipes. Additionally, it will provide backup and redundant flows within the distribution system. This is a combined project with the NH Department of Transportation and the Town to rebuild Main Street, the drainage system, sidewalks and water main. The grant funds will be used for engineering design, bidding, and construction to replace approximately 2,800 linear feet of 10" unlined cast iron water main under Main Street with lined ductile iron pipe. Roadway, drainage and sidewalk improvements will also be included in the project. Only water related costs are eligible.

EXHIBIT B
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The total reimbursement shall not exceed the grant award of $165,000. Requests for grant funds will be no more than monthly. Drinking Water State Revolving Fund (DWSRF) loan funds must be expended prior to receiving grant funds.

EXHIBIT C
SPECIAL PROVISIONS

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

Grantee Initials: AB
Date: 12-6-18

Certificate of Vote of Authorization

CONWAY VILLAGE FIRE DISTRICT
128 West Main St. Conway, NH 03818

I, Janine Bean, Clerk of the Conway Village Fire District, do hereby certify that at a Commissioners' meeting held on September 27th, 2018, the Conway Village Fire District Commissioners (governing body) voted to except a grant from the Drinking Water and Groundwater Trust Fund (DWGTF) to help fund the Water Main Replacement Project in Main Street.

The Commissioners further authorized Steve Bamsey, Commission Chair, at a Commissioners' meeting held on September 18th, 2018 to act on behalf of Conway Village Fire District in signing and executing any and all documents out of session pertaining to all approved current and future projects in the District.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Conway Village Fire District the 1st day of November, 2018.

Signature Janine Bean
Janine Bean, Clerk

STATE OF NEW HAMPSHIRE County of Carroll

This instrument was acknowledged before me this 1st day of November, 2018 by Janine Bean, Clerk of the Conway Village Fire District.

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

Notary Public

[My commission expires on April 11, 2023.

NANCY SNOW
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES APRIL 11, 2023
NOTARY PUBLIC

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Conway Village Fire District 128 West Main Street Conway, NH 03818	526	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2018 1/1/2019	1/1/2019 1/1/2020	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X Automobile Liability Deductible Comp and Coll: $1,000 ☐ Any auto	1/1/2018 1/1/2019	1/1/2019 1/1/2020	Combined Single Limit (Each Accident)	$5,000,000
			Aggregate	$5,000,000
X Workers' Compensation & Employers' Liability	1/1/2018 1/1/2019	1/1/2019 1/1/2020	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X Property (Special Risk Includes Fire and Theft)	1/1/2018 1/1/2019	1/1/2019 1/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee
New Hampshire Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302-0095		

Primex³ – NH Public Risk Management Exchange

By: Tammy Denver

Date: 12/24/2018 tdenver@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax