



The State of New Hampshire  
**Department of Environmental Services**

103A

dam



**Robert R. Scott, Commissioner**

May 11, 2021

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

RECEIVED MAY 11 2021

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into an **SOLE SOURCE** Agreement with Rezatec Global, Inc. (Vendor Code #344754-R001), Wilmington, DE, in an amount of \$27,546 to perform a pilot test of a satellite monitoring system on Goose Pond Dam in Canaan for a period of three years, effective upon Governor and Council approval through June 30, 2024. 100% Maintenance of Dams Fund.

Funds are available in the account listed below.

03-44-442010-38170000-046-500463	<u>FY 2021</u>
Dept. Environmental Services, Dam Maintenance Program, Consultants	\$27,546

**EXPLANATION**

The agreement is **SOLE SOURCE** because the satellite monitoring system to be piloted is a new and emerging technology, and the system, which will be used to access and interpret the monitoring data collected by the satellite, is a proprietary system developed and owned by the contractor, Rezatec Global, Inc.

Under RSA 482:55, NHDES is responsible for the repair and reconstruction of the 274 state-owned dams owned by state agencies. In addition, it is responsible for the daily operation and maintenance of the 111 dams owned by NHDES and the 100 dams owned by the New Hampshire Fish and Game Department (NHFG). Collectively there are more than 4,000 houses, 130 state road crossings and 800 downstream road crossings downstream of these dams that would be damaged or destroyed if these dams were to fail.

Currently the conditions of these dams are monitored during periodic visits by NHDES's five dam operators. However, conditions, like movement, that could be an early indicator of a deteriorating condition of a dam, can be difficult to detect based on visual observations. In addition, while the extent of seepage at the state-owned dams is qualitatively monitored based on visual observations, many of the dams do not have the instrumentation needed to quantify the exact amount of change in seepage, which can be another indicator of a deteriorating condition of a dam.

Federal Agencies that own large dams, such as the U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation, as well as owners of large dams in other countries, have recently begun to use satellite technology to successfully monitor conditions at their large dams. However, the technology has not been tested on smaller dams of the size of those in New Hampshire's inventory of state-owned dams. The purpose of the agreement is to test the ability of this technology to monitor movement and seepage for a period of three years at one of the dams in the state's inventory to see if it could be applied more broadly to remotely monitor the conditions of all the hazardous dams in the inventory of state-owned dams, at an increased frequency, and at a lower cost, to protect the lives and property downstream of these dams and inform the State-Owned Dams Asset Management Program to prioritize future capital expenditures needed to safely extend the useful lives of these assets.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



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Robert R. Scott, Commissioner

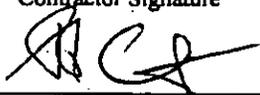
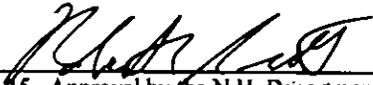
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 P.O. Box 95 - 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Rezatec Global, Inc.		1.4 Contractor Address 251 Little Falls Drive, Wilmington, DE 19808	
1.5 Contractor Phone Number (603) 836-8355	1.6 Account Number 03-44-442010-3817-046-500463	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$27,546
1.9 Contracting Officer for State Agency James W. Gallagher, Jr., P.E.		1.10 State Agency Telephone Number (603) 271-1961	
1.11 Contractor Signature  Date: 3-31-21		1.12 Name and Title of Contractor Signatory Patrick Newton Chief Executive Officer	
1.13 State Agency Signature  Date: 5/12/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/18/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 3-31-21

**2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 Per  
Date 3.31.21

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials   JRW  

Date   3/31/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS**

Section 14 is modified as follows:

Substitute the insurance coverages identified in the attached insurance certificate for those specified in Section 14.

A-1

Contractor Initials

Date

*JW*

25-3-21

## EXHIBIT B

### SCOPE OF WORK

The Contractor shall perform an assessment of the condition and monitoring for a period of three years of the state-owned Goose Pond Dam in Canaan, New Hampshire (43.6858088861, -72.0913010129) using the Contractor's satellite dam monitoring program to report on:

- Ground motion
- Vegetation moisture and vigor as an indicator of potential seepage

The Contractor shall combine earth observation data with advanced geospatial analytics to create a baseline of the condition of each dam using both retrospective and ongoing satellite-derived imagery. In addition to providing information on the potential movement and seepage at these two specific dams, this work will be used by the New Hampshire Department of Environmental Services (NHDES) to evaluate the value with the deployment of satellite monitoring program for other high hazard dams across the state.

Under this Scope of Work, the Contractor shall provide the following:

- Three years retrospective analysis of ground motion to establish the dam's basal rhythm of movement;
- Three years retrospective analysis of vegetation moisture (proxy for ground moisture/seepage) to establish the dam's basal rhythm conditions;
- Three years retrospective analysis of vegetation vigor (proxy for ground moisture/seepage) to establish the dam's basal rhythm conditions;
- Trend analysis of ground motion – annual, long term, seasonal, pattern; retrospective and ongoing;
- Total displacement by date and comparison to the basal rhythm via a time slider;
- Downloadable data in ESRI Shapefile, Excel, or CSV format;
- Downloadable graphs in PNG format;
- Reservoir level, rainfall and piezometric level data plotted alongside measurements, with data provided by NHDES;
- Three years ongoing analysis of ground motion at Goose Pond Dam only to monitor if the dam movement is in line with the established basal rhythm;
- Data and alerts provided monthly from satellite imagery available every five to six-day intervals;
- Three years ongoing analysis at Goose Pond Dam of vegetation moisture (proxy for ground moisture/seepage) and alerts regarding changes from the established dam's basal rhythm conditions; and
- Trend analysis of ground motion – annual, long term, seasonal, pattern; retrospective and ongoing.

The Contractor shall provide NHDES access to the data products via the Contractor's secure, interactive online platform to view the information derived from the Contractor's analysis of satellite and other data inputs. All data will also be made downloadable from the Contractor's platform in one of the following formats: ESRI Shapefile, CSV, Excel Spreadsheet. The platform shall have both dashboard and

Contractor Initials *SPW*

Date 3.30.21

mapping views to provide an efficient decision support tool for NHDES to use to mitigate risk and allow early interventions and actions to be determined. The dashboard will summarize the following data analysis for each dam:

- Anomalies for the past 30 days, 1 year and 3 years(defined below)
- Velocity(defined as rate of movement)
- Trend strength
- Seasonal strength
- Mean movement difference
- Mean movement for 30 days, 1 year and 3 years
- Vegetation Moisture standard pattern/change

An anomaly shall defined as an observation that is outside at the extreme of the distribution of movement for a particular location. The established movement trend shall provide the average movement for each time step and value outside the 95% confidence interval of normal behavior. Those values outside this interval shall be flagged as anomalous. Anomalies shall be counted over 3 rolling time periods: 30 days, 1 year, 3 years.

Contractor Initials

*PR*

Date

*3-30-21*

**EXHIBIT C**  
**CONTRACT PRICE AND METHOD OF PAYMENT**

The cost of the retrospective analysis and 3-year subscription for future monitoring of Goose Pond Dam is \$27,546.

NHDES agrees to pay the invoices as submitted by the Contractor. The Contractor shall submit an invoice for the subscription for the monitoring of Goose Pond Dam at the commencement of the Agreement. The Contractor shall submit an invoice for the retrospective assessment of Murphy Dam upon completion of the deliverables for this work described in Exhibit B. Invoices are subject to the approval of the Contract Officer before payment is processed. Data Products purchased via the above referenced invoices are detailed below:

**REZATEC DAM MONITORING PRODUCTS  
ORDER FORM**

This Order Form shall commence upon the Effective Date. All capitalized terms not defined in this Order Form shall have the meaning given to them in the Agreement. Appendix A specifies the Area of Interest for which Products are ordered.

**ORDER DETAILS:**

Customer Name:	New Hampshire Department of Environmental Services	Billing Terms:	
Customer Address:	29 Hazen Drive, Concord, New Hampshire, USA	Effective Date:	The Effective Date as specified in the Products and Platform Agreement Reference NEWHAMPS001.
		Initial Term:	The Initial Term as specified in the Products and Platform Agreement Reference NEWHAMPS001.
		Payment Frequency:	One time. Invoiced on the Effective Date.
		Payment Method:	Wire transfer
Customer Contact:	James Gallagher	Payment Terms:	Net 30.
Phone:	+1 (603) 271-1961 Tel		
Email:	<a href="mailto:james.w.gallagher@des.nh.gov">james.w.gallagher@des.nh.gov</a>	Customer Accounts Payable Contact:	(complete as appropriate)
		Email:	(complete as appropriate)
		Phone:	(complete as appropriate)

Contractor Initials   
Date: 3/21

**NOTICE DETAILS:**

<b>Customer:</b>		<b>Rezatec: Company Secretary</b>	
<b>Address:</b>	29 Hazen Drive    Concord; New Hampshire	<b>Address:</b>	251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, US
<b>Email:</b>	james.w.gallagher@des.nh.gov	<b>Email:</b>	legal@rezatec.com
<b>Fax Number:</b>	+1 (603) 271-2982 Fax	<b>Fax Number:</b>	N/A

**PLATFORM SUBSCRIPTION: – Products specifications:**

Data Product	Delivery Date	Area of Interest	Price
Dam Monitoring subscription, which includes:			
Retrospective Dam Monitoring comprising  3-year retrospective dam monitoring satellite data analysis of: - ground motion trend analysis - vegetation moisture content and vigor trend analysis	Delivered within 60 Business Days after the Effective Date..	As per Appendix A. -Goose Pond Dam	
Ongoing Dam Monitoring comprising:  Monthly ongoing dam monitoring satellite data analysis of: - ground motion trend analysis & anomalies - vegetation moisture content and vigor trend analysis & anomalies	Delivered within 75 Business Days after the Effective Date..	As per Appendix A. -Goose Pond Dam	
<b>Total Subscription Price</b>			\$27,546.00

Contractor Initials   
Date 3-30-21

**NOTICE DETAILS:**

<b>Customer:</b>		<b>Rezatec: Company Secretary</b>	
<b>Address:</b>	29 Hazen Drive   Concord, New Hampshire	<b>Address:</b>	251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, US
<b>Email:</b>	james.w.gallagher@des.nh.gov	<b>Email:</b>	legal@rezatec.com
<b>Fax Number:</b>	+1 (603) 271-2982 Fax	<b>Fax Number:</b>	N/A

**PLATFORM SUBSCRIPTION: – Products specifications:**

Data Product	Delivery Date	Area of Interest	Price
Dam Monitoring subscription, which includes:			
Retrospective Dam Monitoring comprising  3-year retrospective dam monitoring satellite data analysis of: - ground motion trend analysis - vegetation moisture content and vigor trend analysis	Delivered within 60 Business Days after the Effective Date.	As per Appendix A. -Goose Pond Dam	
Ongoing Dam Monitoring comprising:  Monthly ongoing dam monitoring satellite data analysis of: - ground motion trend analysis & anomalies - vegetation moisture content and vigor trend analysis & anomalies	Delivered within 75 Business Days after the Effective Date.	As per Appendix A. -Goose Pond Dam	
<b>Total Subscription Price</b>			\$27,546.00

Contractor Initials   
Date 3-30-21

**PLATFORM SUBSCRIPTION TERMS – ACCESS TO PLATFORM, PRODUCTS AND AUTHORISED USERS**

**Access to the Platform**

Platform URL	<a href="https://portal.rezatec.com">https://portal.rezatec.com</a>
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**Customer Data: Authorised Users (insert rows as required):**

User name	User role/team	Email address	Data Products Access
James Gallagher	Chief Engineer	<a href="mailto:james.w.gallagher@des.nh.gov">james.w.gallagher@des.nh.gov</a>	Dam Monitoring
Corey Clark	Chief Engineering and Construction Engineer	<a href="mailto:corey.clark@des.nh.gov">corey.clark@des.nh.gov</a>	Dam Monitoring
Daniel Mattaini	Project Engineer	<a href="mailto:daniel.mattaini@des.nh.gov">daniel.mattaini@des.nh.gov</a>	Dam Monitoring
Steve Doyon	Administrator- Dam Safety & Inspection	<a href="mailto:steve.doyon@des.nh.gov">steve.doyon@des.nh.gov</a>	Dam Monitoring

**DATA PROTECTION – FOR REZATEC INTERNAL USE ONLY**

Scope of the processing:	The provision of the Data Products and Portal.	Nature of the processing:	The storing, collecting, and recording of Authorised User details only.
Purpose of the processing:	The provision of the Data products and Portal to the Customer.	Duration of the processing:	The duration of this Agreement.
Types of personal data:	Names and email addresses only.	Categories of data subject:	Authorised Users of the Portal.

**Appendix A**

**Area of Interest**

Goose Pond Dam, New Hampshire, United States. 43°41'10.13"N 72° 5'28.11"W



Contractor Initials

Date

*BW*  
3-30-21

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of Rezatec Global, Inc., (the "Company"), held on 1<sup>st</sup> February 2021 it was VOTED that Patrick Newton, the Chief Executive Officer of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that Patrick Newton is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

1<sup>st</sup> February 2021

Date

  
Clerk - Charlotte Dewey

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 REZATEC GLOBAL INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 04, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 862293

Certificate Number: 0005252715



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of February A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/24/2021

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

<b>PRODUCER</b> Brightline Insurance 15305 Dallas Parkway, Suite 100  Addison TX 75001	<b>CONTACT NAME:</b> John Munson <b>PHONE (A/C, No, Ext):</b> 312-420-0747 <b>E-MAIL ADDRESS:</b> jmunson@brightlineinsurance.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Rezatec Global Inc. 251 Little Falls Drive  Wilmington DE 19808	<b>INSURER A:</b> Lloyd's
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		WG00000275AC	11/12/2020	11/12/2021	Aggregate                      1,000,000

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

New Hampshire Department of Environmental Services Attn: James W. Gallagher, Jr P.E. 29 Hazen Drive Concord NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Mike Dial