



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

October 9, 2023

5D



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 Water Infrastructure Improvement for the Nation Act (WIIN) grant (PO# 1078098) to South Weare Water Association (VC# 341037-B001), Weare, NH, by extending the completion date to September 1, 2024, from December 1, 2023, for water system improvements. The original grant was approved by Governor and Council on January 22, 2021, Item #111A and amended on February 8, 2023, Item #104. This is a no cost time extension. 55% Federal Funds, 45% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting approval of this amendment to provide the South Weare Water Association (Association) additional time to complete water system improvements that will improve water quantity and quality issues as well as resiliency and reliability. The Association was awarded funding to develop a new water supply well with associated infrastructure, controls, and water treatment needs. Additional improvements include water main replacement, meter installation, pump house upgrades and water storage improvements. Extension of the completion date is needed to allow for completion of an existing construction contract and to perform the additional construction of the water treatment and storage upgrades next year.

To date, \$229,472 of the original \$500,000 grant has been spent. In the event that other funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.


Robert R. Scott
Commissioner

**Grant Agreement with South Weare Water Association
Water Infrastructure Improvements for the Nation (WIIN)
Amendment No. 2**

This Agreement (hereinafter called the Amendment) 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 South Weare Water Association acting by and through its President, James Marty (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 22, 2021, and amended on February 8, 2023, 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 to September 1, 2024 from December 1, 2023.
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.

SOUTH WEARE WATER ASSOCIATION

By James Marty
James Marty
President

10-3-23
Date

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott
Robert R. Scott, Commissioner

10/9/23
Date

Approved by Attorney General this 13th day of October, 2023 as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

[Signature]

Certificate of Vote of Authorization
SOUTH WEARE WATER, WEARE
174-147 SOUTH STARK HIGHWAY, WEARE, NH 03281

I, Dianne Temple, Treasurer of the South Weare Water Association do hereby certify that at a meeting held on October 25, 2020, the members of the South Weare Water Association (governing body) voted to enter into a Water Infrastructure Improvement for the Nation (WIIN) Act grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The South Weare Water Association further authorized the President to execute any documents which may be necessary to effectuate this grant agreement. James Marty currently occupies the role of President indicated above.

Signature: Dianne L. Temple

Name: Dianne L. Temple

Date: 10-3-23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH WEARE WATER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 15, 1997. 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: 279140

Certificate Number: 0006330596



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 29, 2022

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

APPROVED G & C

DATE 8 February 2023

ITEM # 104

REQUESTED ACTION

Authorize the Department of Environmental Services to **retroactively** amend a Water Infrastructure Improvement for the Nation Act (WIIN) grant (PO# 1078098) to South Weare Water Association (VC# 341037-B001), Weare, NH, by extending the completion date to December 1, 2023, from September 1, 2022, for water system improvements. The original grant was approved by Governor and Council on January 22, 2021, Item #111A. This is a no cost time extension. 55% Federal Funds, 45% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment to provide the South Weare Water Association (Association) additional time to complete water system improvements that will improve water quantity and quality issues as well as resiliency and reliability. The Association was awarded funding to develop a new water supply well with associated infrastructure, controls, and water treatment needs. Additional improvements include water main replacement, meter installation, pump house upgrades and water storage improvements. This request is retroactive due to health and other personal issues for water system representatives. Project delays were caused by the representative issues as well as additional contract work needed to identify adequate water supply. Efforts to find a new water supply have been unsuccessful so additional time is needed for future source exploration.

To date, \$174,244 of the original \$500,000 grant has been spent. In the event that other funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

**Grant Agreement with South Weare Water Association
Water Infrastructure Improvements for the Nation (WIIN)
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 9th day of November, 2022, 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 South Weare Water Association acting by and through its President, James Marty (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 22, 2021, 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 to December 1, 2023 from September 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.

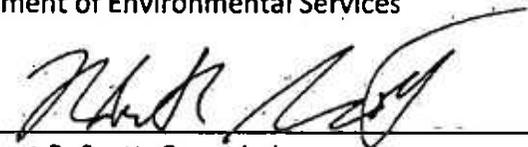
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

SOUTH WEARE WATER ASSOCIATION

By 
James Marty
President

10.22.22
Date

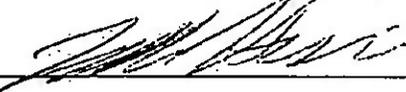
THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: 
Robert R. Scott, Commissioner

11/3/23
Date

Approved by Attorney General this 11th day of January, 2023 as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



Certificate of Vote of Authorization
SOUTH WEARE WATER, WEARE
174-147 SOUTH STARK HIGHWAY, WEARE, NH 03281

I, Dianne Temple, Treasurer of the South Weare Water Association do hereby certify that at a meeting held on October 25, 2020, the members of the South Weare Water Association (governing body) voted to enter into a Water Infrastructure Improvement for the Nation (WIIN) Act grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The South Weare Water Association further authorized the President to execute any documents which may be necessary to effectuate this grant agreement: James Marty currently occupies the role of President indicated above.

Signature: Dianne L. Temple
Name: Dianne L. Temple
Date: 12-22-22

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH WEARE WATER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 15, 1997. 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: 279140

Certificate Number: 0005898358



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2022

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).

PRODUCER Brown & Brown of New Hampshire, Inc. 309 Daniel Webster Highway Merrimack NH 03054		CONTACT NAME: Paula Kathios ACSR PHONE (AC, Ho, Est): (603) 424-9901 FAX (AC, No): (866) 848-1223 E-MAIL: Paula.Kathios@bbrown.com ADDRESS:	
INSURED South Weare Water Association 69 Holt Mill Road Weare NH 03281		INSURER(S) AFFORDING COVERAGE INSURER A: The Ohio Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24074	

COVERAGES CERTIFICATE NUMBER: 22-23 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKO58711124	07/20/2022	07/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/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 \$

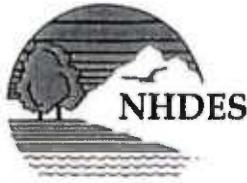
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Environmental Services PO Box 95 29 Haxen Drive CONCORD NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

December 16, 2020

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

APPROVED G & C

DATE 22 January 2021

ITEM # 111A

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a Water Infrastructure Improvement for the Nation Act (WIIN) grant to Marlborough Estates, A Condominium (VC# 315142-B001), Marlborough, NH in the amount not to exceed \$160,000 for improvements to their drinking water system, effective upon Governor & Council approval through January 1, 2022. 55% Federal Funds, 45% Drinking Water and Groundwater Trust Fund.

Funding is available in the following accounts:

	<u>FY 2021</u>
03-44-44-442010-2187-072-500573	\$88,000
Dept. Environmental Services, Public Water System Assistance, Grants Federal	

03-44-44-442010-3904-073-500580	\$72,000
Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	

2. Authorize the Department of Environmental Services to award a Water Infrastructure Improvement for the Nation Act (WIIN) grant to South Weare Water Association (VC# 341037-B001), Weare, NH in the amount not to exceed \$500,000 for improvements to their drinking water system, effective upon Governor & Council approval through September 1, 2022. 55% Federal Funds, 45% Drinking Water and Groundwater Trust Fund.

Funding is available in the following accounts:

	<u>FY 2021</u>
03-44-44-442010-2187-072-500573	\$275,000
Dept. Environmental Services, Public Water System Assistance, Grants Federal	

03-44-44-442010-3904-073-500580	\$225,000
Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	

EXPLANATION

Grant monies totaling \$420,000 with a required (45%) state match of \$343,636, which will be met with state appropriations from the Drinking Water and Groundwater Trust Fund, have been made available to the New Hampshire Department of Environmental Services (NHDES) through the Water Infrastructure Improvement for the Nation (WIIN) Act, Assistance for Small and Disadvantaged Communities Drinking Water Grant administered by the United States Environmental Protection Agency (USEPA). NHDES proposes to use the funds to assist a select list of small and disadvantaged water systems to provide funding assistance for improvements to their drinking water systems necessary to comply with the Safe Drinking Water Act (SDWA), address water supply capacity issues or respond to a drinking water contaminant.

The Drinking Water and Groundwater Bureau (DWGB) intends to use the grant funds to develop and implement a small/disadvantaged grant program for the neediest water systems in the State. Initially, two community water systems are identified as meeting eligibility requirements for the subawards. Additional eligible recipients will be identified as funding allows.

In conjunction with a Drinking Water State Revolving Fund (DWSRF) loan Marlborough Estates will use the grant funds for water system improvements including source replacement, and pump house and water storage upgrades. The three existing bedrock wells have all significantly declined in their capacity to provide an adequate supply to the community. This project will improve water quantity and quality issues as well as improve resiliency.

The South Weare Water Association will use the grant funds for water system improvements including developing a new water supply well with associated infrastructure, controls, and water treatment needs. Additional improvements include water main replacement, meter installation, pump house upgrades and water storage improvements. The water system lacks the capacity to meet even average daily water demands, the community endures frequent and extended water outages, and water is not reliably available. This project will improve water quantity and quality issues as well as improve resiliency and reliability.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

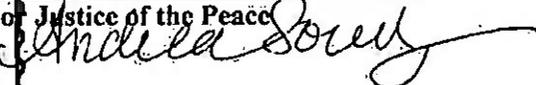
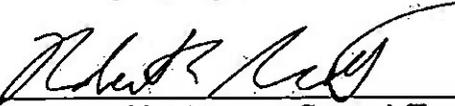
Subject: South Weare Water Association

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 South Weare Water Association		1.4 Grantee Address 174-146 South Stark Highway, Weare, NH 03281	
1.5 Effective Date Upon Governor & Council Approval	1.6 Completion Date September 1, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$500,000
1.9 Grant Officer for State Agency Johnna McKenna, Drinking Water & Groundwater Bureau, NH Department of Environmental Services		1.10 State Agency. Telephone Number 603-271-7017	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Elaine Banacos, President	
1.13 Acknowledgment: State of <u>New Hampshire</u> county of <u>Hillsborough</u> On <u>11/20/2020</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 Notary Public - New Hampshire [SEAL] Commission Expires Jul 11, 2023			
1.13.2 Name & Title of Notary Public or Justice of the Peace Andrea Soucy 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: <u>12/31/2020</u>			
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-e.

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

Grantee Initials *EB*
Date *11-20-06*

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 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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

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

17. **INSURANCE AND BOND.**

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

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

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

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

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

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

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after

approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Grantee Initials EB
Date 11-20-20

EXHIBIT A
SCOPE OF SERVICES

South Weare Water Association:

The South Weare Water Association will use the Water Infrastructure Improvements for the Nation Act (WIIN) grant funds to make improvements to the community water system. The funded project will address source capacity issues by developing a new water supply well with associated infrastructure, controls, and water treatment needs. Additional improvements include water main replacement, meter installation, pump house upgrades and water storage improvements. The system serves 200 low income residents living in 80 residential units. The proposed project will improve water quantity and quality issues as well as improve resiliency.

Grant funds will be used to complete the design, bidding, construction, and engineering oversight of the construction contract for the project. Land and easement purchases are not an eligible expense. Eligible non-construction project costs incurred prior to Governor and Council approval are eligible for reimbursement retroactively to the date of US EPA approval of the environmental review process.

Under this grant South Weare Water Association is required to complete a water audit, water conservation plan and implement asset management activities including a rate analysis and a water business plan prior to the completion of the project.

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 no more than once per calendar month by the Grantee using the WIIN Grant Disbursement Request 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.

In concert with the WIIN's match requirement, each disbursement will be paid 45% Drinking Water and Groundwater Trust Fund grant funds and 55% WIIN grant funds. The total reimbursement shall not exceed the grant award of \$500,000.

Grantee Initials EB
Date 10-20-20

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).

Federal funds paid under this agreement are from a Grant Agreement to the State from the U.S. Environmental Protection Agency, under CFDA #66.442, Assistance for Small and Disadvantaged Communities Drinking Water Grant Program (SDWA 1459A). All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force in effect to the relationship between this Department and the grantee.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

1. *Disadvantaged Business Enterprise (DBEs) GENERAL COMPLIANCE, 40 CFR, Part 33*

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

- a. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B: A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

Grantee Initials EB
Date 11-20-20

Certificate of Vote of Authorization

South Weare Water Association

I, Dianne Temple, Treasurer of the South Weare Water Association, do hereby certify that at a special meeting held on, **October 25, 2020** the members of the South Weare Water Association (governing body) voted to enter into a grant agreement with the NH Department Environmental Services for a water system improvement project through the Water Infrastructure Improvement for the Nation (WIIN) Act grant program.

The Water System further authorized the South Weare Water Association **President, Elaine Banacos** to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as **Treasurer of, South Weare Water Association** the 25th day of October, 2020.

Signature *Dianne P. Temple*

STATE OF NEW HAMPSHIRE

County of Hillsborough

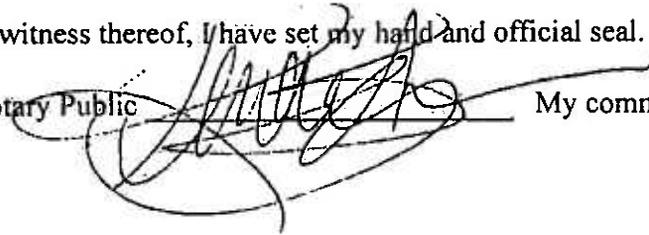
On this 20 day of November, 2020 before me Dianne Temple (Notary

Public) the undersigned Officer, personally appeared. Dianne Temple, who

acknowledged herself to be the **Treasurer of, South Weare Water Association**, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public



My commission expires

KENDRA L. BELANGEH
Notary Public - New Hampshire
My Commission Expires May 16, 2023

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 SOUTH WEARE WATER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 15, 1997. 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: 279140

Certificate Number: 0004980842



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of August A.D. 2020.

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)

11/23/2020

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).

PRODUCER Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054		CONTACT NAME: Paula Kathlos ACSR PHONE: (603) 424-9901 FAX (A/C, No): (866) 848-1223 E-MAIL ADDRESS: pwedgeworth@bbnhins.com	
INSURED South Weare Water Association 174 S. Stark Highway #146 Weare NH 03281		INSURER(S) AFFORDING COVERAGE INSURER A: The Ohio Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24074	

COVERAGES CERTIFICATE NUMBER: 20-21 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BK058711124	07/20/2020	07/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire of Environmental Services 29 Hazen Drive PO Box 95 Concord NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Julie Bernier</i>
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