



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 25, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a Lead Service Line Inventory grant (PO# 9005942) to the Manchester Water Works (VC# 170435 B001), Manchester, NH by extending the completion date to December 31, 2024 from June 1, 2024, effective upon Governor and Council approval. The original grant was approved by Governor and Council on May 13, 2023, Item# 105. This is a no cost time amendment. 100% Federal Funds.

EXPLANATION

We are requesting approval of this amendment to provide the Manchester Water Works additional time to complete water system improvements that will meet federal lead service line inventory requirements.

The Manchester Water Works was awarded a \$100,000 grant to conduct an analysis of their current drinking water service line records to identify lead service lines, to construct a searchable database, revise their sampling plan and create a replacement plan to address any lead service lines within their distribution system. The timeline and deliverables of the Environmental Protection Agency's (EPA) Lead and Copper Rule Revision (LCRR) are being adjusted based on new regulatory updates. For this reason, NHDES requests an extension to the grant deadline and a modification to the scope to reflect EPA's new required deliverables and timelines. To date, no amount of the original \$100,000 Lead Service Line grant has been spent.

In the event grant funds become no longer available, general funds will not be requested to support this program. This grant 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

**Grant Agreement with the Manchester Water Works
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 2 day of April, 2024, 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 Manchester Water Works acting by and through the Director, Philip Croasdale (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 3, 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 1.7 shall be changed from June 1, 2024 to December 31, 2024.
 - B) Delete Exhibit B and replace it with Exhibit B-Amendment 1. Exhibit B-Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.
 - C) Delete Exhibit C and replace it with Exhibit C-Amendment 1. Exhibit C-Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

All other conditions outlined in the grant shall remain in effect.

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.

By *Philip Croasdale*
Philip Croasdale, Director
Manchester Water Works

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 2nd day of April, before the undersigned officer, personally appeared Philip Croasdale 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.

Kimberly A. St. Jean

My Commission Expires: February 8, 2028



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Robert R. Scott* 4/29/24
Robert R. Scott, Commissioner Date

Approved by Attorney General this 1st day of May 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL
Melissa Fates, Melissa Fates, AAG

**Manchester Water Works
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant**

**EXHIBIT B – Amendment 1
SCOPE OF SERVICES**

The Manchester Water Works will use these funds for data mining and the development of a service line inventory, replacement plan and sampling plan per federal requirements set by the United States Environmental Protection Agency's Lead and Copper Rule Revision (LCRR).

Deliverable: submit materials associated with the inventory requirement of LCRR to the New Hampshire Department of Environmental Services (NHDES).

Invitation for NHDES participation in meetings and workshops is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3-month quarter after grant approval from the Governor and Executive Council.

All work must be completed prior to the completion date of the Grant Agreement (section 1.7) to be eligible for reimbursement.

**EXHIBIT C – Amendment 1
BUDGET & PAYMENT METHOD**

NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the grant limitation of \$100,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of NHDES before payment is made.

Changes to the Scope of Services outlined in Exhibit B require NHDES approval in advance, and if applicable, a grant amendment subject to approval by the Governor and Executive Council. All work must be completed prior to the completion date of the Grant Agreement (section 1.7) to be eligible for reimbursement.

Grantee Initials RWC
Date 4/8/2024

Certificate of Vote of Authorization

**MANCHESTER WATER WORKS
281 Lincoln Street, Manchester NH 03103**

I, Harold Sullivan, President of the Board of Water Commissioners of Manchester Water Work do hereby certify that at a meeting held on March 23, 2023, the Board of Water Commissioners voted to enter into a grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The Manchester Water Works further authorized Philip Croasdale, Director of Manchester Water Works, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as Harold Sullivan, President of the Board of Water Commissioners, the 9th day of APRIL 2024.

Signature Harold R Sullivan

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 9th day of April, 2024, before me Kimberly A St Jean (Notary Public) the undersigned Officer, personally appeared Harold Sullivan, who acknowledged himself to be the President of the Board of Water Commissioners, 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 Kimberly St Jean My commission expires: February 8, 2028



Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE

New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, Po Box 95
Concord, NH 03302-0095

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 within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

Re: For the Bipartisan Infrastructure Law (BIL) Lead Services Line Inventory Grant from June 1, 2024 to December 31, 2024

Issued the 3rd of April, 2024



Risk Manager



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 29, 2023

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

APPROVED G & C

DATE 3 May 2023
ITEM # 105

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to award a Lead Service Line Inventory Grant to the Manchester Water Works, Manchester, NH (Vendor Code # 170435 B001) in the amount of \$100,000 to develop and implement a drinking water service line inventory, effective upon Governor and Council approval through June 1, 2024. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-5564-072-500574
Dept Environmental Services, DWSRF BIL Administration, Grants Federal

FY 2023
\$100,000

EXPLANATION

The Environmental Protection Agency (EPA) published regulatory revisions to the National Primary Drinking Water Regulation (NPDWR) for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water.

NHDES released a solicitation for Lead Service Line Inventory, Sampling Plan and Replacement Plan Grant applications in September of 2022. A total of 24 communities were identified as potential candidates for this grant (see Attachment A for a complete list). Funding for these grants was established from the Bipartisan Infrastructure Law (BIL) funding. The grants are being awarded on a first come, first served basis. The grant amounts were determined by the number of drinking water service connections within the water system. Projects eligible to receive grant funding include in-house or outside services to create lead service line inventories, sampling plans, and replacement plans, digitizing historic records, building inspections, test pits/potholing, and water quality testing.

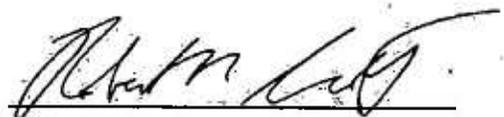
The Manchester Water Works will use the funding to conduct a complete data mining of their current drinking water service line records to identify lead service lines and to construct a searchable database that will allow the City to communicate more effectively with their stakeholders. In addition, the

Manchester Water Works will revise their sampling plan and create a replacement plan to address lead service lines within their distribution system.

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

We respectfully request your approval of this item.

DATE _____
BY _____

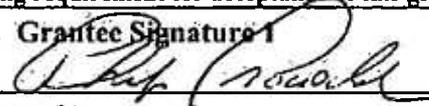
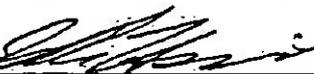


Robert R. Scott
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH, PO Box 95 Concord, NH 03302	
1.3 Grantee Name: Manchester Water Works		1.4 Grantee Address 281 Lincoln Street, Manchester, NH 03103	
1.5. Grantee Phone # 603-792-2801	1.6. Account Number 03-44-44-441018-5564-072	1.7. Completion Date 6/1/2024	1.8. Grant Limitation \$100,000
1.9. Grant Officer for State Agency Stephanie Nistico		1.10. State Agency Telephone Number 603-271-0867	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Philip Croasdale, Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15 Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 4/10/2023	
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant 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 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. CONFLICT OF INTEREST. No officer, member of 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 interest 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, workmen's 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 B 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, 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.
 - 17.1 The Grantee shall, at its own 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 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates 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.
 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 of 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, if required or by the signing State Agency.
 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.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials *PLC*
 Date *1/24/93*

EXHIBIT A
SPECIAL PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

Grantee Initials 
Date 5/24/2023

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
- (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

The subparagraph 17.1.2 of the General Provisions shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.

EXHIBIT B
SCOPE OF SERVICES

Manchester Water Works

The Manchester Water Works will use these funds for data mining and to develop of a service line inventory which will meet the requirements of the revised lead and copper rule set by the federal standards.

Once the service lines are classified, this will lead to a review of Manchester Water Works' sampling plan and a plan for the replacement of any lead services in the system.

Deliverable: Submit the database with the updated sampling plan and all educational/outreach material to NHDES.

Invitation for NHDES participation in meetings and workshops is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

EXHIBIT C
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$100,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be

Grantee Initials: *[Signature]*
Date: *3/24/2003*

completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

Grantee Initials *RM*
Date *3/24/03*

Certificate of Vote of Authorization
Manchester Water Works
281 Lincoln Street, Manchester NH 03109

I, Harold Sullivan, President of the Board of Water Commissioners of Manchester Water Works, do hereby certify that at a meeting held on March 23, 2023, the Board of Water Commissioners voted to enter into a grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Manchester Water Works further authorized Philip Croasdale, Director of Manchester Water Works, to execute any documents which may be necessary to effectuate this grant agreement.

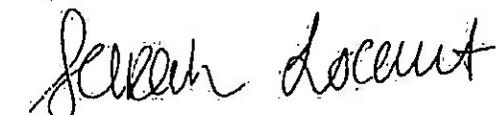
IN WITNESS WHEREOF, I have hereunto set my hand as Harold Sullivan,
President of the Board of Water Commissioners, the 23rd day of March, 2023.


Harold Sullivan

STATE OF NEW HAMPSHIRE, Hillsborough County

On this 23rd day of March, 2023, Sarah Lescault, before me {Notary Public} the undersigned Officer, personally appeared Harold Sullivan, who acknowledged himself to be the President of the Board of Water Commissioners, 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.


Sarah Lescault

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE
Drinking Water and Groundwater Bureau
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

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 within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)
GENERAL LIABILITY	Bodily Injury and Property Damage
	Each Person 325
	Each Occurrence 1000
	Aggregate 2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage
	Each Person 325
	Each Occurrence 1000
	Aggregate 2000
WORKER'S COMPENSATION	Statutory Limits

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
Re: For Manchester Water Works NHDES Manchester LSL Grant

Issued the 31st day of January, 2023



Risk Manager

**Attachment A
Lead Service Line Inventory Grant Program**

Potential Grantees

PWS ID	APPLICANTS	AMOUNT AWARDED/ REQUESTED	RANKING SCORE
0231010	BERLIN WATER WORKS	\$50,000	N/A
0461010	CLAREMONT WATER DEPT	\$50,000	N/A
0501010	CONCORD WATER DEPT	\$75,000	N/A
0611010	DERRY WATER DEPT	\$50,000	N/A
0651010	DOVER WATER DEPT	\$75,000	N/A
0801010	EXETER WATER DEPT	\$50,000	N/A
0851010	FRANKLIN WATER WORKS	\$50,000	N/A
1031010	HAMPSTEAD AREA WATER	\$50,000	N/A
1071010	HANOVER WATER DEPT	\$50,000	N/A
1181010	CENTRAL HOOKSETT WATER PCT	\$50,000	N/A
1241010	KEENE WATER DEPT	\$50,000	N/A
1281010	LACONIA WATER WORKS	\$50,000	N/A
1321010	LEBANON WATER DEPT	\$50,000	N/A
1351010	LINCOLN WATER WORKS	\$50,000	N/A
1471010	MANCHESTER WATER WORKS	\$100,000	N/A
1531010	MERRIMACK VILLAGE DIST	\$50,000	N/A
1731010	NEWMARKET WATER WORKS	\$50,000	N/A
1871010	PETERBOROUGH WATER WORKS	\$50,000	N/A
1951010	PORTSMOUTH WATER WORKS	\$75,000	N/A
2001010	ROCHESTER WATER DEPT	\$75,000	N/A
2051010	SALEM WATER DEPT	\$50,000	N/A
2111010	SEABROOK WATER DEPT	\$50,000	N/A
2151010	SOMERSWORTH WATER WORKS	\$50,000	N/A
Various	PENNICHUCK WATER WORKS	\$100,000	N/A
Various	AQUARION WATER COMPANY OF NH	\$75,000	N/A

Grant Reviewer List

Name	Department	Bureau	Title	Years Experience
Jennifer Mates	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer	Six years with NHDES
Luis Adorno	NHDES	Drinking Water & Groundwater Bureau	Administrator II	Nine years managing the grant program

