



The State of New Hampshire
Department of Environmental Services



109

Robert R. Scott, Commissioner

April 28, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** amendment to an existing contract (PO# 9006063) with the New England Water Works Association (VC# 161159-B001), Holliston, MA for a NH Small Water System Operator Training program by increasing the amount by \$20,000 to \$60,000 from \$40,000, and extending the completion date to December 31, 2026 from December 31, 2025, effective upon Governor and Council approval. The original contract was approved by Governor and Council on March 27, 2024, Item# 54. 100% Drinking Water Management Fund.

Funding is available in the following account. Funding for FY 2026 is contingent upon continuing appropriation and availability of funds.

03-44-44-441018-4790-067-500557

Dept Environmental Services, DWSRF Loan Management, Training of Providers

FY 2026
\$20,000

EXPLANATION

NHDES requests approval of this **SOLE SOURCE** amendment to the existing contract with the New England Water Works Association, Inc. (NEWWA) to continue to provide operator training services through 2026. The State of New Hampshire requires the 1,205 public water systems to have certified drinking water operators. These operators must have a requisite amount of experience and education and must pass an exam to become certified. Certification of Water Works Operators administrative rules, Env-Dw 502, further requires certified drinking water operators to attain a minimum amount of continuing education to be eligible to maintain and renew their certifications. This amendment will provide additional continuity for our successful operator training programs currently in place.

In October 2023, NHDES solicited proposals to train water system operators of small water systems, those serving fewer than 3,300 people. NHDES selected the NEWWA, the sole bidder for the original request for proposal, for the small water system training program. NEWWA is a non-profit association and has many years of experience in training New Hampshire drinking water operators. NEWWA also

has knowledge of State and Federal drinking water regulations, demonstrated training experience, and knowledge of water system operations.

We are requesting approval of this **SOLE SOURCE** amendment to provide the NEWWA \$20,000 to provide twelve additional operator trainings throughout 2026. To date, \$13,750 has been spent of the original \$40,000 contract.

In the event Federal funds are no longer available, general funds will not be requested to perform this work. This contract amendment has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott
Commissioner

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
NEW ENGLAND WATER WORKS ASSOCIATION, INC.**

CONTRACT FOR SERVICES – TRAINING FOR CERTIFIED DRINKING WATER OPERATORS

WHEREAS, the State of New Hampshire Department of Environmental Services (NHDES) has entered into a contract with New England Water Works Association, Inc. in the amount of \$40,000 to assist the NHDES Drinking Water and Groundwater Bureau by offering a small water system training program for drinking water operators, through December 31, 2025, which was approved by Governor and Council on March 27, 2024, as Item #54.

NOW THEREFORE, amend the original contract between NHDES and New England Water Works Association, Inc. as approved by Governor and Council on March 27, 2024, as Item #54 in the following manner:

1. The Completion Date as set forth in sub-paragraph 1.7 shall be changed from December 31, 2025 to December 31, 2026.
2. The Price Limitation as set forth in sub-paragraph 1.8 shall be changed from \$40,000 to \$60,000.
3. Delete Exhibit B and C and replace with Exhibit B–Amendment 1, and Exhibit C–Amendment 1. Exhibit B–Amendment 1 and Exhibit C–Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

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



Robert R. Scott, Commissioner
Department of Environmental Services

4/28/25

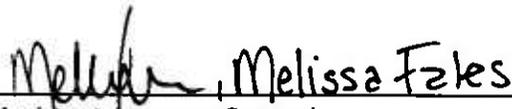
Date



Kirsten King, Chief Executive Officer
New England Water Works Association, Inc.

4/16/25

Date



Melissa Fales
Assistant Attorney General
Department of Environmental Services

5/1/25

Date

Exhibit B-Amendment 1
Scope of Services

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

1. Provide 44 drinking water operator training classes for drinking water operators of public water systems between January 1, 2024 and December 31, 2026.
 - a. NEWWA will be guaranteed \$1,250 for each class.
 - b. Registrants shall pay a \$95 fee for one day offerings and a \$60 registration fee for half day offerings.
 - c. NHDES shall be reserved two seats in each class with no additional registration fee.
 - d. NHDES shall provide a site in which to deliver each class.
 - e. NEWWA shall advertise each class.
 - f. NEWWA shall provide all instruction and materials necessary to deliver the training.
 - g. NEWWA shall fulfill any training location use requirements.
 - h. NEWWA shall provide each registrant a proof of participation certificate.
 - i. Classes may be postponed for cause by mutual agreement of NHDES and NEWWA.

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

Contractor Initials JKK
Date 9/16/25

Exhibit C-Amendment 1
Contract Price and Method of Payment

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

1. Contract Price shall not exceed \$60,000.
2. Upon submittal of a summary report documenting completion of each training course, including course evaluations. An amount not to exceed: \$1,250 for each course.
3. Should the New England Water Works Association dissolve, all remaining funds shall be diverted back to NHDES.

Contractor Initials KJC
Date 4/16/25

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 NEW ENGLAND WATER WORKS ASSOCIATION, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on November 18, 2002. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 53203

Certificate Number: 0007154440



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 April A.D. 2025.

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

David M. Scanlan
Secretary of State

CERTIFICATE

I, Donald Bunker, Deputy Executive Director of the New England Water Works Association, Inc. (NEWWA) do hereby certify that I am the duly appointed Assistant Corporate Clerk of NEWWA. At a meeting held on September 15, 2024, at which a quorum of the Directors were present and voting.

VOTED: That Kirsten King, Chief Executive Officer and Corporate Clerk of NEWWA is duly authorized to enter contracts on behalf of NEWWA with the State of New Hampshire's Department of Environmental Services and is further authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy Executive Director of NEWWA this 9 day of May, 2025



Signature of Certifying Officer

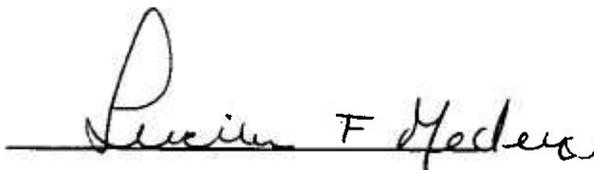
COMMONWEATH OF MASSACHUSETTES

County of Worcester

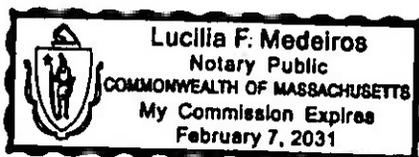
On this the 9th day of May, 2025 before me Lucilia F Medeiros
(Notary Public)

The undersigned officer, personally appeared, Donald Bunker who acknowledged himself to be the Deputy Executive Director of NEWWA being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



(Notary Public Signature)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2025

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 Bright Agency 6 Congress St. Milford MA 01757	CONTACT NAME: Kourtney Welch	INSURER(S) AFFORDING COVERAGE:		NAIC #
	PHONE (A/C No. Ext): (508) 473-0556	FAX (A/C No.): (508) 478-6709	INSURER A: Graphic Arts Mutual Ins Co	25984
INSURED New England Water Works Association, Inc. 125 Hopping Brook Road Holliston MA 01746-1471	E-MAIL ADDRESS: kweich@brightinsurance.com			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL2541718917 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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			5151204	04/28/2025	04/28/2028	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Hired and Nonowned \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			5151208	04/28/2025	04/28/2028	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				OTHER
							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
NH Dept of Environmental Servi
29 Hazen Drive
Concord
NH 03302

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





The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

February 14, 2024

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

RECEIVED
APR 01 2024
DES/DWGWB
By _____

APPROVED G & C

DATE 3/27/24
ITEM # 54

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with the New England Water Works Association, Inc. of Holliston, MA (VC # 161159-8001) totaling \$40,000 to provide training classes for New Hampshire's certified drinking water operators, effective upon Governor and Council approval through December 31, 2025. 100% Drinking Water Loan Management Fund.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified:

	<u>FY 2024</u>	<u>FY 2025</u>
03-44-44-441018-4790-067-500557	\$20,000	\$20,000
Dept Environmental Services, DWSRF Loan Management, Training of Providers		

EXPLANATION

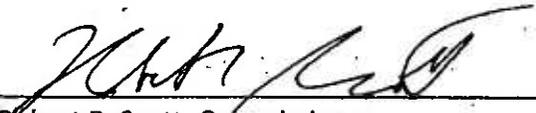
The State of New Hampshire requires the 1,205 public water systems to have certified drinking water operators. These operators must have a requisite amount of experience and education and must pass an exam to become certified. Certification of Water Works Operators administrative rules, Env-Dw 502, further requires certified drinking water operators to attain a minimum amount of continuing education to be eligible to maintain and renew their certifications. NHDES conducted surveys of drinking water operators, public water system owners and managers, and held numerous meetings with the various training organizations, to determine how to best meet current and future training needs of the NH drinking water industry. With this input, NHDES developed a training approach that identified training goals, needs, and types. This approach supports the need to certify and maintain certification for these public health professionals.

NHDES solicited proposals through postings on the NH Department of Administrative Services website and direct correspondence with training providers to train water system operators of small public water systems serving fewer than 3300 people. NHDES evaluated the proposals based on knowledge of state and federal drinking water regulations, demonstrated training experience, and

knowledge of water system operations. Given their extensive knowledge of state and federal drinking water regulations and water system operations, the New England Water Works Association (NEWWA), the sole bidder, was selected for the small public water system operator training program. NEWWA is a non-profit association and has many years of experience in training New Hampshire drinking water operators.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

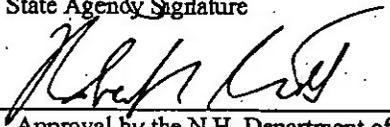
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302	
1.3 Contractor Name New England Water Works Association		1.4 Contractor Address 125 Hopping Brook Road, Holliston, MA 01746	
1.5 Contractor Phone Number (508) 893-7979	1.6 Account Unit and Class 03-44-4-441018-4790-067	1.7 Completion Date 12/31/2025	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Jason Smith, Water Works Operator Certification Program Manager		1.10 State Agency Telephone Number (603) 271-2410	
1.11 Contractor Signature  CEO Date: 2/5/24		1.12 Name and Title of Contractor Signatory Kirsten King, CEO, NEWWA	
1.13 State Agency Signature  Date: 2/20/24		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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: 3/6/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials KIK
 Date 2/8/24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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**

None.

Contractor Initials DOB
Date 11/16/03

Exhibit B
Scope of Services

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

1. Provide 32 drinking water operator training classes for drinking water operators of public water systems between January 1, 2024 and December 31, 2025.
 - a. NEWWA will be guaranteed \$1,250.00 for each class.
 - b. Registrants shall pay a \$95 fee for one day offerings and a \$60 registration fee for half day offerings.
 - c. NHDES shall be reserved two seats in each class with no additional registration fee.
 - d. NHDES shall provide a site in which to deliver each class.
 - e. NEWWA shall advertise each class.
 - f. NEWWA shall provide all instruction and materials necessary to deliver the training.
 - g. NEWWA shall fulfill any training location use requirements.
 - h. NEWWA shall provide each registrant a proof of participation certificate.
 - i. Classes may be postponed for cause by mutual agreement of NHDES and NEWWA.

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

Contractor Initials DOB
Date 1/16/23

Exhibit C
Contract Price and Method of Payment

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

1. Contract Price shall not exceed \$40,000.00.
2. Upon submittal of a summary report documenting completion of each training course, including course evaluations. An amount not to exceed: \$1,250.00 each course.
3. All services shall be performed to the satisfaction of NHDES.
4. Payment is contingent on available funding.
5. Should the New England Water Works Association dissolve, all remaining funds shall be diverted back to NHDES.

Contractor Initials _____
Date _____

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 NEW ENGLAND WATER WORKS ASSOCIATION, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on November 18, 2002. 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: 53203

Certificate Number: 0006531849



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 January A.D. 2024.

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

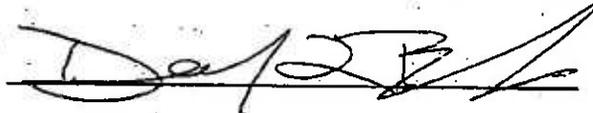
David M. Scanlan
Secretary of State

CERTIFICATE

I, Donald Bunker, Deputy Executive Director of the New England Water Works Association, Inc. (NEWWA) do hereby certify that I am the duly appointed Assistant Corporate Clerk of NEWWA. At a meeting held on September 17, 2023, at which a quorum of the Directors were present and voting.

VOTED: That Kirsten King, Chief Executive Officer and Corporate Clerk of NEWWA is duly authorized to enter contracts on behalf of NEWWA with the State of New Hampshire's Department of Environmental Services and is further authorized to execute any documents which may in her judgement be desirable or necessary to effect the purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy Executive Director of NEWWA this 4th day of March, 2024

A handwritten signature in black ink, appearing to read 'Donald Bunker', written over a horizontal line.

Signature of Certifying Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2023

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 East Coast Global Insurance LLC 217 High Street Somersworth NH 03820	CONTACT NAME: _____ PHONE (A/C No. Ext.): (603) 842-5968	FAX (A/C No.): (603) 842-5971
	E-MAIL ADDRESS: marcw@ecgillc.com	
INSURED New England Water Works Association Inc 125 Hopping Brook Road Holliston MA 01746	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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 - COM/OP AGG \$ _____ \$	
	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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
A	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 <input type="checkbox"/>	N/A	XWO 59875750	06/01/2023	06/01/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire NH Department of Environmental Services 29 Hazen Drive Concord NH 03302 jason.m.smith2@des.nh.gov	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  <KC>
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