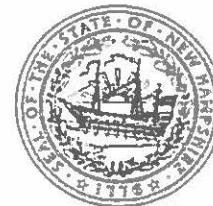




The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 11, 2020

APPROVED G & C

DATE 3 February 2021

ITEM # 22

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund grant (PO# 1070518) to The Hampstead Area Water Company, Inc. (VC# 156646-B001) of Atkinson, NH, by increasing the grant amount by \$250,000 from \$3,283,750 to \$3,533,750 for water system capital improvements necessitated by the Southern NH Regional Water Interconnection Project and extending the completion date from June 1, 2021 to December 1, 2021 under the provisions of RSA 485:F, effective upon Governor & Council approval through December 1, 2021. The original grant was approved by Governor and Council on September 18, 2019, Item #75. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-3904-073-500580	<u>FY 2021</u>
	\$250,000
Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	

EXPLANATION

We are requesting approval of this grant amendment to provide The Hampstead Area Water Company, Inc. (HAWC) additional time and funds to complete the agreed-upon scope of services. This grant amendment covers a \$250,000 increase to the grant limitation, extension of the grant completion date to December 1, 2021, and inclusion of upgrades to the Meditation Lane pump station in the scope of services.

HAWC was approved by the Drinking Water and Groundwater Advisory Commission in August 2019 for a grant to fund capital improvements to their water system directly related to and necessitated by the Southern NH Regional Water Interconnection Project (Project). These funds are being used for transmission mains and associated facilities and conversion of the system's disinfection method to support the supply of drinking water from Manchester Water Works that will ultimately be delivered to downstream water systems participating in the Project.

During the construction of the well treatment station chloramine conversions, the Meditation Lane pump station was determined to need upgrades to provide the necessary transmission of chloraminated domestic water to an existing HAWC service area. The Commission recognized that these improvements are necessitated by the Project and approved the addition of the Meditation Lane pump station improvements to the scope of services and HAWC's grant request of \$250,000 on November 9, 2020. The completion date is being extended to allow HAWC additional time to complete the project. To date, \$2,572,127 of the grant funds has been spent.

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

We respectfully request your approval of this item.


Robert R. Scott
Commissioner

**Grant Agreement with The Hampstead Area Water Company, Inc.
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 11th day of December, 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and The Hampstead Area Water Company, Inc. acting by and through the Vice President of the Corporation, Christine Lewis Morse (hereinafter referred to as the Grantee).

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

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from \$3,283,750 to \$3,533,750.
 - (B) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from June 1, 2021 to December 1, 2021.
 - (C) The Scope of Services covered by the grant funds as set forth in Exhibit A shall include upgrades to the Meditation Lane pump station.
 - (D) The grant award as set forth in the third paragraph of Exhibit B shall be changed from \$3,283,750 to \$3,533,750.
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.

The Hampstead Area Water Company, Inc.

By *Christine Lewis Morse*
Christine Lewis Morse, Vice President

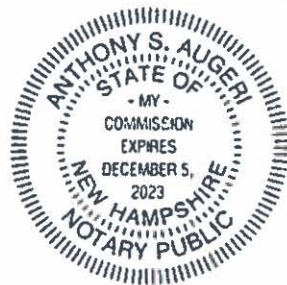
STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 11th day of December, before the undersigned officer, personally appeared Christine Lewis Morse 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.

Tony

My Commission Expires: 12-5-2023



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Robert R. Scott* 1-14-21
Robert R. Scott, Commissioner Date

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

OFFICE OF ATTORNEY GENERAL
[Signature]

EXHIBIT A
SCOPE OF SERVICES

The Hampstead Area Water Company, Inc.:

The Hampstead Area Water Company, Inc. (HAWC) will use the grant funds to complete water system improvements directly related to and necessitated by the Southern New Hampshire Regional Water Interconnection Project (Southern NH Project). Grant funds will cover eligible construction phase costs including engineering, construction and land easement costs for the following tasks:

- Conversion of nine (9) existing well systems from chlorine to chloramine disinfection for compatibility with water received from Salem, delivered to HAWC as part of the Southern NH Project.
- Upgrades to the Meditation Lane pump station.
- Construction of a new pumping station on Westside Drive in Salem.
- Drinking water system improvements to the existing Main Street pressure reducing valve station in Atkinson.

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

Each disbursement request will be paid 100% of eligible expenses as grant funds not to exceed \$3,533,750 of DWGTF grant funds.

EXHIBIT C
SPECIAL PROVISIONS

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

Grantee Initials CLW
Date 2-11-2020

TO: Christine Lewis Morse
Hampstead Area Water Company, Inc.
54 Sawyer Avenue
Atkinson, NH 03811

CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

WHEREAS, New Hampshire RSA 293-A:8.21 and the Hampstead Area Water Company, Inc. (Corporation) Bylaws provide for the taking by written consent of any action which may otherwise be taken by vote of the Corporation's Board of Directors (Directors); and

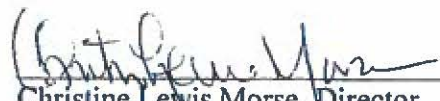
WHEREAS, the Corporation Directors deem the actions as set forth in the following Votes to require prompt action; and

WHEREAS, it is not convenient to call a Directors' Meeting;

NOW, THEREFORE, in lieu of a regular Directors' Meeting each member of the Directors, by execution of this Consent, hereby consents to the following action:

VOTE: That the Vice President of the Corporation, Christine Lewis Morse, is authorized to enter into a grant agreement on behalf of the Corporation to accept an increase of grant award of up to \$250,000.00 in additional grant funds from the Drinking Groundwater Trust Fund as part of the Southern New Hampshire Regional Water Interconnection Project for upgrades at the Meditation Lane booster pump station, and to incur up to an additional \$85,000.00 loan from such Fund to cover the associated CIAC tax from such grant increase; and is authorized to execute and deliver all documents necessary that are required to complete this transaction.

Date: December 11, 2020


Christine Lewis Morse, Director

ATTEST:


Anthony S. Augeri, Assistant Secretary

State of New Hampshire

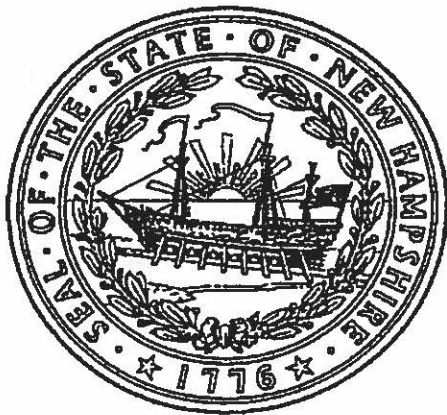
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE HAMPSTEAD AREA WATER COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 05, 1989. 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: 140553

Certificate Number: 0004939081



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2020

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: Patrick Payette ARM PHONE (A/C, No, Ext): (603) 424-9901 E-MAIL ADDRESS: ppayette@bbnhins.com	FAX (A/C, No): (866) 848-1223
INSURED Hampstead Area Water Company, Inc. 54 Sawyer Avenue Alkinson NH 03811		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: Union Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31325 25844

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 SUBR INSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CPA5253763	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5253764	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUA5253765	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 Y N/A	WCA5253766	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 3A State: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Christine Lewis Morse is excluded under Workers Compensation General Liability additional insured provided when required by written contract for ongoing operations. Cancellation notice is subject to terms and conditions of the policy and New Hampshire insurance regulations.

CERTIFICATE HOLDER State of New Hampshire Dept of Environmental Services 29 Hazen Drive Concord NH 03301	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>Jake Bernier</i>
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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



August 29, 2019

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

APPROVED G & C
DATE 18 Sep 19
ITEM # 75

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to The Hampstead Area Water Company, Inc. (VC# 156646-B001), of Atkinson, NH in the amount not to exceed \$3,283,750 for water system capital improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through June 1, 2021. 100% Drinking Water and Groundwater Trust Fund.

Funds to support this request are anticipated to be available in the following account in FY2020 upon the availability and continued appropriation of funds in the future operating budget:

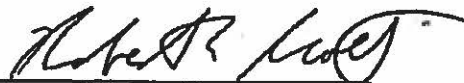
03-44-44-442010-3904-073-500580 FY 2020
Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal \$3,283,750

EXPLANATION

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

On August 13, 2019, the Advisory Commission voted to authorize \$3,283,750 as a grant to the Hampstead Area Water Company, Inc. for payment for capital improvements including water transmission mains and associated facilities and conversion of the system's disinfection method to support the supply of drinking water from Manchester Water Works that will ultimately be delivered to downstream water systems participating in the Southern New Hampshire Regional Water Interconnection Project. 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

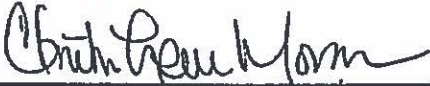
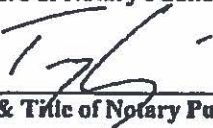

Subject: The Hampstead Area Water Company, Inc.

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. 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 The Hampstead Area Water Company, Inc.		1.4 Grantee Address 54 Sawyer Avenue, Atkinson, NH 03811	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date June 1, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$3,283,750
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-8321	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Christine Lewis Morse, Vice President	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>8/28/19</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 [SEAL] 		ANTHONY S. AUGERI, Notary Public State of New Hampshire My Commission Expires December 5, 2023	
1.13.2 Name & Title of Notary Public or Justice of the Peace Anthony S. Augeri, Asst. Secretary - General Counsel			
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: <u>EG</u> On: <u>9/3/19</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 31-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

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

4 **EFFECTIVE DATE; COMPLETION OF PROJECT.**

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

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

5 **GRANT AMOUNT; LIMITATION ON AMOUNT; PAYMENT.**

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

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

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

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

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

6 **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

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

7 **RECORDS AND ACCOUNTS.**

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

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

8 **PERSONNEL.**

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

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

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

9 **DATA; RETENTION OF DATA; ACCESS.**

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

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

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

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

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

10 **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11 **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 failure to perform the Project satisfactorily or on schedule, or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default, and
- 11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

12 **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no

Grantee Initials CCM
Date 8/28/19

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 MSA
Date 5/28/19

EXHIBIT A
SCOPE OF SERVICES

The Hampstead Area Water Company, Inc.:

The Hampstead Area Water Company, Inc. (HAWC) will use the grant funds to complete water system improvements directly related to and necessitated by the Southern New Hampshire Regional Water Interconnection Project (Southern NH Project). Grant funds will cover eligible construction phase costs including engineering, construction and land easement costs for the following tasks:

- Conversion of nine (9) existing well systems from chlorine to chloramine disinfection for compatibility with water received from Salem, delivered to HAWC as part of the Southern NH Project.
- Construction of a new pumping station on Westside Drive in Salem.
- Drinking water system improvements to the existing Main Street pressure reducing valve station in Atkinson.

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

Each disbursement request will be paid 100% of eligible expenses as grant funds not to exceed \$3,283,750 of DWGTF grant funds.

EXHIBIT C
SPECIAL PROVISIONS

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

Grantee Initials UM
Date 9/27/19

TO: Christine Lewis Morse
Hampstead Area Water Company, Inc.
54 Sawyer Avenue
Atkinson, NH 03811

CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

WHEREAS, New Hampshire RSA 293-A:8.21 and the Hampstead Area Water Company, Inc. (Corporation) Bylaws provide for the taking by written consent of any action which may otherwise be taken by vote of the Corporation's Board of Directors (Directors); and

WHEREAS, the Corporation Directors deem the actions as set forth in the following Votes to require prompt action; and

WHEREAS, it is not convenient to call a Directors' Meeting;

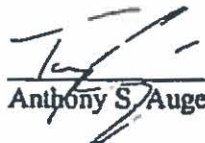
NOW, THEREFORE, in lieu of a regular Directors' Meeting each member of the Directors, by execution of this Consent, hereby consents to the following action:

VOTE: That the Vice President of the Corporation, Christine Lewis Morse, is authorized to enter into a grant agreement on behalf of the Corporation to accept an award of up to \$3,283,750 in grant funds from the Drinking Groundwater Trust Fund as part of the Southern New Hampshire Regional Water Interconnection Project; and is authorized to execute and deliver all documents necessary that are required to complete this transaction.

Date: August 28, 2019


Christine Lewis Morse, Director

ATTEST:


Anthony S. Augeri, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2019

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: Patrick Poyette ARM PHONE (A/C, No. Ext.): (603) 424-8901 FAX (A/C, No.): (603) 848-1223 E-MAIL ADDRESS: ppoyette@bbnhins.com INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: Union Insurance Company 25844 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Hampstead Area Water Company, Inc. 54 Sawyer Avenue Atkinson NH 03811	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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.

POLY LTR	TYPE OF INSURANCE	ADDL COVR (REQ)	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:		Y	CPA5253763	04/15/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" 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			CAA5253784	04/15/2019	08/01/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5253785	04/15/2019	09/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA5253766 (NH)	04/15/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

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

Christine Lewis Morse is excluded under Workers Compensation.

General Liability additional insured provided when required by written contract for ongoing operations

CERTIFICATE HOLDER State of New Hampshire Dept of Environmental Services 29 Hazen Drive Concord NH 03301	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
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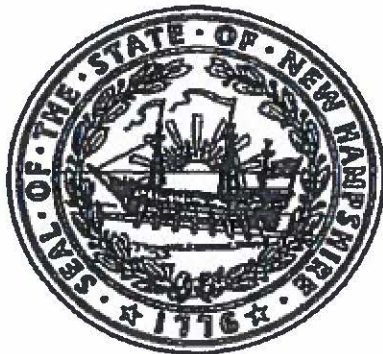
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE HAMPSTEAD AREA WATER COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 05, 1989. 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: 140553

Certificate Number: 0004428406



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 March A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

HAMPSTEAD AREA

Business Name:	THE HAMPSTEAD AREA WATER COMPANY, INC.	Business ID:	140553
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	04/05/1989	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	04/05/1989		
Principal Office Address:	54 SAWYER AVENUE, ATKINSON, NH, 03811, USA	Mailing Address:	54 Sawyer Ave, Atkinson, NH, 03811, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	aaugeri@lewisbuilders.com	Phone #:	NONE
Notification Email:	aaugeri@lewisbuilders.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Utilities	Water Supply and Irrigation Systems
2	OTHER / DEAL IN WATER SYSTEMS; COMMUNITY & PUBLIC	

Page 1 of 1, records 1 to 2 of 2