



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



January 28, 2019

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

FEB06'19 AM 9:51 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the West Stewartstown Water Precinct (VC# 297803), West Stewartstown, NH in the amount not to exceed \$750,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through June 1, 2020. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:

| | |
|---|----------------|
| 03-44-44-442010-3904-073-500580 | <u>FY 2019</u> |
| Dept Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal | \$750,000 |

EXPLANATION

The Drinking Water and Ground Water 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 Drinking Water and Groundwater 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 30, 2018, the Advisory Commission voted to authorize grants and loans for nineteen drinking water improvement projects. The West Stewartstown Water Precinct's Water System Improvements Project request for \$750,000 was selected for grant funding from the Drinking Water and Groundwater Trust Fund. The Precinct will use the grant funds to complete water system improvements to address historical system deficiencies identified in the water system. The improvements will allow the Precinct to maintain adequate supply, distribution system pressure, fire protection, and storage. As a result of these improvements, it will enable the Coos County Complex to connect to the Precinct.

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

We respectfully request your approval.



Robert R. Scott
Commissioner

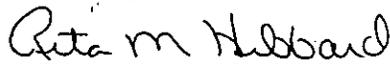
Subject: West Stewartstown Water Precinct

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification.

| | | | |
|---|--|--|--|
| 1.1 State Agency Name NH Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301 | |
| 1.3 Grantee Name West Stewartstown Water Precinct | | 1.4 Grantee Address P.O. Box 163, West Stewartstown, NH 03597 | |
| 1.5 Effective Date Upon G&C Approval | 1.6 Completion Date June 1, 2020 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$750,000 |
| 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 WILMAN F. ALLEN CHAIRMAN OF THE BOARD | |
| 1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Cross</u> On <u>1/24/19</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]  | | | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace Rita M Hibbard, Notary Public Exp 04/05/2022 | | | |
| 1.14 State Agency Signature(s)  | | 1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services | |
| 1.16 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>2/5/19</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 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

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

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

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

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

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

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

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

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

Date *24 JAN 2019*

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 of 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 of 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 the of 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 WJA
Date 24 JAN 2019

EXHIBIT A
SCOPE OF SERVICES

West Stewartstown Water Precinct:

The West Stewartstown Water Precinct (Precinct) will use the grant funds to complete water system improvements to address historical system deficiencies identified in the water system. The improvements will allow the Precinct to maintain adequate supply, distribution system pressure, fire protection, and storage. As a result of these improvements, it will enable the Coos County Complex to connect to the Precinct in order to provide the Complex with an approved source of supply. Grant funds will cover engineering, bidding and construction costs for the following tasks.

Interconnection Building: Construction of interconnection building to include water main process piping, valves, chemical feed system, water main, and fittings.

Bridge Crossing: Water main replacement along the Main Street Connecticut River Bridge.

Water Main Replacement: Water main replacement along High Street, Mill Street, Route 3, Center Street, Main Street, Park Street, and Rancourt Street, including hydrants and valves.

Water Meters: The purchase and installation of new service meters for residential and commercial customers.

Eligible project costs incurred prior to Governor and Council approval are eligible for reimbursement retroactively to August 30, 2018.

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 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. The total reimbursement shall not exceed the grant award of \$750,000. Requests for grant funds will be no more than monthly.

EXHIBIT C
SPECIAL PROVISIONS

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

Grantee Initials Wfa
Date 24 JAN 2019

Part C
Environmental Review
(+ Attachments)

**West Stewartstown Water Precinct
Annual Meeting Minutes
January 10, 2018
5:00 PM**

Members Present: Wilman "Bill" Allen, Donna Allen, Patricia Grover, Marc Rancourt, Brian Fogg (5:09 pm), and Melanie Mathieu (5:09 pm).

Others Present: Michael Daley and Gary Leach

The meeting was called to order at 5:00 pm.

Discussion ensued about the scheduled performance meeting with Daniel Hebert, contractor for a phase of the water project, for Thursday, January 11th at 10 am.

Patricia opened the annual meeting at 5:10 pm and read the warrant:

To the inhabitants of the Water Precinct in the Town of Stewartstown qualified to vote in district affairs:

You are hereby notified to meet at the Stewartstown Town Office Building in said District on Wednesday, the 10th day of January 2018 at 5:00 o'clock in the evening to act upon the following subjects:

1. To nominate and elect a moderator for the term of one year

**Donna Allen made a motion to nominate Patricia Grover and Brian Fogg seconded it.
Vote: Affirmative**

2. To nominate and elect a commissioner for the term of three years

**Marc Rancourt made a motion to nominate Bill Allen and Brian Fogg seconded it.
Vote: Affirmative**

Bill Allen stated that he will accept the nomination for commissioner, but probably will not serve out the three year term.

3. To nominate and elect a treasurer for the term of two years

**Bill Allen made a motion to nominate Donna Allen and Marc Rancourt seconded it.
Vote: Affirmative**

4. To nominate and elect a clerk for the term of two years

**Donna Allen made the motion to nominate Melanie Mathieu and Marc Rancourt seconded it.
Vote: Affirmative**

5. To nominate and elect two auditors for the term of one year

Bill Allen made a motion to elect Cheryl Eastman and Jeannine Burns; Marc Rancourt seconded it. Vote: Affirmative

6. To see whether the water precinct will vote to raise and appropriate the sum of Seven Hundred Fifty Thousand dollars (\$ 750,000) for upgrades and improvements to the West Stewartstown Water Facility. Said funds shall be raised by the issuance of bonds or notes in accordance with the provisions of the Municipal Finance Act, RSA Chapter 33 and the

Board of Commissioners shall be authorized to issue, negotiate, sell and deliver such bonds or notes and determine the rate of interest thereon and the maturity, and other terms and conditions thereof. Further, the Commissioners shall be authorized to apply for, obtain, and accept federal, state, or other aid, if any, which may be available for said project and to comply with all laws applicable to said project. And further to authorize the Commissioners to take any other action or to pass any other vote relative thereto. Recommended by the Commissioners. Two Thirds ballot vote required.

Bill Allen made a motion to accept and Marc Rancourt seconded it.

Polls opened at 5:15 pm.

Voting by paper ballot took place for those in attendance. The moderator moved on to Article 7 while keeping the polls open for the required hour.

7. To see of the precinct will vote to raise and appropriate the sum of Sixty-One Thousand, Two Hundred Fifty Dollars (\$61,250.00) for the support of the water precinct, for the payment of salaries for the water precinct officials and agents, and for the payment for the statutory obligations of the precinct. The commissioners and budget committee recommend this appropriation. (Majority vote required)

Marc Rancourt made a motion to accept and Brian Fogg seconded.

Roll call vote: Marc Rancourt "aye", Brian Fogg "aye", Bill Allen "aye", Donna Allen "aye", Patricia Grover "aye" and Melanie Mathieu "aye". All were in favor.

8. To transact any other business that may legally come before this meeting.

Discussion ensued between the commissioners and Michael Daley, co-owner of Solomon's Store, regarding the recent loss of water pressure at their business. He wanted to know if the commissioners would consider paying a portion of his bill because of this whole project and the issues with Canaan and the pressure valves. The pipes are over 50 years old and the precinct is only responsible from the curb stop to the main. They felt that it was the owners' responsibility regardless of the coincidence. The commissioners perused the invoice and found that a backflow preventer had been installed. A check will be made out to Solomon's Store for the backflow preventer and labor for that due to it being the water precinct's responsibility.

Marc Rancourt made a motion to pay for 2 hours of labor in the amount of \$150.00 as well as the backflow preventer for \$286.00. Bill Allen seconded it. Vote: Affirmative

Polls closed at 6:15 pm

Results: 6 Yes and 0 No - Motion carried in the affirmative

Melanie Mathieu made a motion to adjourn the meeting and Marc Rancourt seconded it.

The meeting was adjourned @ 6:20 pm

Respectfully Submitted,

Melanie Mathieu
Water Precinct Clerk



WESTSTE-01

ABIGAIL TARVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2019

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 NFP Property & Casualty Services, Inc. PO Box 70 59 Christian Hill Canaan, VT 05903 | CONTACT NAME: Jana Sierad | PHONE (A/C, No, Ext): (802) 266-8602 | FAX (A/C, No): (802) 266-8688 |
| | E-MAIL ADDRESS: Jana.sierad@nfp.com | | |
| INSURED West Stewartstown Water Precinct PO Box 163 West Stewartstown, NH 03597 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Cincinnati Insurance Company | | 10677 |
| | INSURER B: Riverport Insurance Company | | 36684 |
| | 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 | ADOL SUBR (NSP) W/O | 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER: | | ETN 0471370 | 02/28/2018 | 02/28/2019 | 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 \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OED <input type="checkbox"/> RETENTION S | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | NHARP300999 | 03/02/2018 | 03/02/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

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